

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING MONDAY, APRIL 18, 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.

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** Council Member Kusumoto
4. **INVOCATION** Mayor Pro Tem Edgar
5. **PRESENTATIONS**
 - A. **Race on the Base Sponsor Recognition – Golden State Water**
 - B. **Proclamation Presentation – Donate for Life**

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. Please state if you wish to speak on an item on the Agenda. Remarks are to be limited to not more than five minutes.

7. REGISTER OF MAJOR EXPENDITURES

April 18, 2011.

Roll Call Vote

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

8. CONSENT CALENDAR

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

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

A. Approval of Minutes (City Clerk)
Approve Minutes of the Special Meeting – March 21, 2011

B. Warrants (Finance)
April 18, 2011.

C. Approval of Plans and Specifications and Authorization to Bid the Laurel Park Field Renovations (Public Works)
This report recommends actions that facilitate installation of the Laurel Park Field Renovations.

Recommendations:

1. Approve the plans and specifications for the replacement of the Laurel Park field Renovations; and,
2. Authorize staff to advertise and solicit bid proposals.

D. Approval of Professional Services Agreement with KFM Engineering Inc. for Pavement Management Program Services (Public Works)
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.

Recommendation: Authorize the City manager to approve a Professional Services Agreement with Kreuzer Consulting Group, in the amount of \$22,500 to update the City's Pavement Management Program.

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 (Admin.)

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

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

9. DISCUSSION ITEMS

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

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).

Recommendation: It is recommended that the City Council approve and authorize the City Manager to execute Amendment Two to the Cooperation Agreement between the County of Orange and the City of Los Alamitos 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

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.

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

11. ITEMS FROM THE CITY MANAGER

12. 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

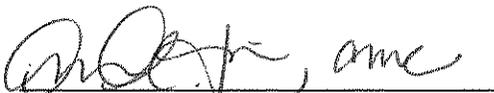
Case Number: Orange County Superior Court Case #00420414

Authority: Government Code Section 54956.9(a)

13. ADJOURNMENT

The next meeting of the City Council is scheduled for Monday, May 2, 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
April 18, 2011

Pages:

01	\$ 106,733.20	Major Warrants	04/18/2011
	\$ 156,362.15	Payroll	04/01/2011
	\$ 146,445.09	Payroll Benefits	04/01/2011

Total **\$ 409,540.44**

Statement:

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



this 13th day of April, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CITY OF CYPRESS	WEST COMM JPA - FY 10/11	GENERAL FUND	COMMUNICATIONS TECHNOL	78,007.20
			TOTAL:	78,007.20
COLANTUONO & LEVIN, PC	LOS AL MED CENTER 02/11	GENERAL FUND	NON-DEPARTMENTAL	2,313.50
	TRASH CONTRACT 02/11	GENERAL FUND	NON-DEPARTMENTAL	46.00
	GENERAL COUNSEL 02/11	GENERAL FUND	CITY ATTORNEY	6,408.00
	GENERAL COUNSEL 02/11	GENERAL FUND	CITY ATTORNEY	54.00
	GENERAL COUNSEL 02/11	GENERAL FUND	CITY ATTORNEY	594.00
	GENERAL COUNSEL 02/11	GENERAL FUND	CITY ATTORNEY	312.50
	GENERAL COUNSEL 02/11	GENERAL FUND	CITY ATTORNEY	5,498.00
			TOTAL:	15,226.00
REFLEX TRAFFIC SYSTEMS, INC.	MAR 11 PHOTO ENFORCEMENT	GENERAL FUND	TRAFFIC	13,500.00
			TOTAL:	13,500.00

===== FUND TOTALS =====
 10 GENERAL FUND 106,733.20

 GRAND TOTAL: 106,733.20

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

SPECIAL MEETING – March 21, 2011

1. CALL TO ORDER

The City Council met in Special Session at 5:03 p.m., Monday, March 21, 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
Scott Porter, Acting City Attorney
Angie Avery, Community Services Director
Adria M. Jimenez, City Clerk
Todd Mattern, Police Chief
Steven Mendoza, Community Development Dir.

3. ORAL COMMUNICATIONS

At 5:04 p.m., Mayor Stephens opened Oral Communications

Lina Lumme, Youth Center, thanked the City for supporting renovations of the LATV3 Studio and for providing valuable local television. She also spoke in support of Mr. John Underwood.

Steffen Hammond, resident, stated adult training needs to be reinstated; commented on the finances of LATV and Mr. Larry Strawther; and, requested the Commission be reinstated.

Althea Miller, resident, provided history on LATV and how she became involved in program production and stated it has been a great experience and hopes LATV stays in business.

Ray Hill, resident, stated he currently serves on the CSMP board and feels there is a lot of discussion on the negative interaction between the various groups involved in LATV; what everyone wants is a station that is going to be an asset to the community and use it as a source of information.

Mayor Stephens closed Oral Communications

4. SPECIAL ORDERS OF THE DAY

A. Discussion and Potential Direction to Staff Regarding the Future Structure and Governance of LATV

During the regular City Council meeting of February 22, 2011, the Council considered an item regarding the future direction of LATV. During discussion of the issue, the Council voted to conduct a workshop to examine options in more detail. The item before the City Council this meeting is intended to seek direction for staff in implementing the future structure and governance of LATV.

City Manager Stewart summarized the staff report and stated staff is seeking direction on three items tonight: the governance of LATV; the operations of LATV; and, the budget for LATV. Mr. Stewart advised there is approximately \$44,000 in revenues annually; \$95,000 in reserves to meet equipment needs. He stated to date the City has contributed a significant amount of money for equipment and construction of the studio. Mr. Stewart advised staff is available to answer questions from Council.

Council Member Poe reviewed her past involvement and history with LATV; spoke about franchise fees received from LATV; stated the Cable Commission should be reinstated as it worked well in the past and it should set bylaws, policies, and procedures for LATV and provide input on programming; stated additional producers are needed and the training programs should be reinstated; stated it is going to take innovation and forward thinking on moving LATV forward because the previous financing is no longer available. Ms. Poe stated she is open and anxious to hear other ideas.

Mayor Pro Tem Edgar stated Mr. Strawther provided him with his perspective and addressed five points the Council should take into consideration when discussing this issue. Mr. Edgar stated he also had an opportunity to get Mr. Underwood's perspective. He stated he is sensitive to the fact LATV has been assigned to a Council ad-hoc committee and that a significant amount of staff and Council time has been focused on this issue. Mr. Edgar shared the following information which Mr. Strawther believes are misconceptions about LATV and CSMP: 1) CSMP was originally 100% funded by Los Alamitos; 2) CSMP is receiving a significant sum of money to provide coverage for community events; 3) CSMP's proposal to manage the studio constitutes a land-grab; 4) the City is losing leverage over CSMP - from the beginning City revenues were always significantly less than 100% of the funding and the real misconception is some Council Members do not view CSMP as a vendor; and, 5) role of the Commission/non-profit - Mr. Strawther does want the Commission to try and work with them, but they would operate however necessary to accomplish their objective.

Mr. Edgar noted a couple of observations: 1) Mr. Strawther is requesting the City Council view this as a vendor relationship, not an extension of the City; and, 2) Two people have tried to provide the responsibility of providing services for LATV and there are problems with the operations. He stated the situation set-up does not seem sustainable; there is a diffusion of responsibility and City staff does not have time to focus on this issue. The Council needs to be able to figure out the best way to manage.

Mayor Pro Tem Edgar stated there are two issues that need to be decided tonight: 1) consider the ongoing relationship with CSMP; and, 2) if we decide that we are not going to contract with this vendor, we need to have an alternative plan.

Council Member Graham-Mejia stated she agreed with Mayor Pro Tem Edgar's comment that the City is not good at managing the TV station, which is why the City got out of it in the beginning. She recollected when she was first on the Council there was an ugly situation with LATV that was fueled by one of the two parties vying for the station now. She commented on the ad-hoc subcommittee meetings with she and Mayor Stephens and stated she is offended Mayor Pro Tem Edgar feels they did not do a good job. She further stated the ad-hoc subcommittee has been trying to work with both Mr. Underwood and Mr. Strawther to give them the best they can get for the City. She stated through her own observations Larry has been the one who has carried the line-share of LATV. She stated Mr. Underwood initially said he would do the work for free, and then at the next meeting it was going to be \$10,000 and it kept increasing. She stated her experience with Mr. Underwood is he is a great producer, but he has not been able to meet the requirements and does not believe he is qualified to do the job

Council Member Graham-Mejia commented on production classes, and stated she agrees it would be wonderful if the City had the money to provide classes. Perhaps the Council can figure out a way to do that because she believes the station is better served if there are more people from the community who have a vested interest and are producing shows, but are asking for support from community members to obtain funding to keep that station thriving.

Council Member Graham-Mejia commented on AB 2987 and the change in funding from previous years. She noted after the funding changes, there were no finances and the board started arguing amongst themselves, and then a lawsuit ensued, which was very costly for the City. She stated the thing that scares her the most is that she sees some of those same players sitting in this room saying they are interested in LATV and it makes her uncomfortable thinking we might find ourselves putting the City at risk, which is why we decided to separate ourselves from this. She stated the only way we can avoid lawsuits would be to turn over the station to Time Warner, which she does not want to see happen.

Council Member Graham-Mejia asked Mr. Strawther what is the current make-up of the current CSMP Board, as far as residents from Rossmoor versus residents from Los Alamitos, stating the reason she asked is because there were concerns that this is a Los Alamitos entity. She stated she would look out for Los Alamitos before she would look out for anyone else.

Mr. Strawther advised Council Member Graham-Mejia that the CSMP board is made-up of five Los Alamitos residents and three Rossmoor residents.

She commented on the requirements the City asked Larry to fulfill: a balanced board; create parameters for the board; stay within budget; and, raise money to make the board neutral for the City. She stated he was doing all those things and yet she is hearing those are the concerns. It seems the Council has changed its mind and she is not sure why. She stated she understands there were concerns during the election

when she asked Mr. Strawther if he had students who were interested in filming some of the candidates; she apologized and stated her intent was to give the students an opportunity to be part of the process and that has really come back to be a negative for Mr. Strawther.

Council Member Graham-Mejia stated she does not remember the Commission managing the 501(c)3 and asked the City Manager for clarification.

Mr. Stewart advised the 501(c)3 was a corporation set up with an independent board appointed by the City Council. At some point the City Council dissolved the 501(c)3 and appointed four members of the Council to the Commission. Prior to 2007 there was a Commission that governed the board. He stated he only reviewed information as far back as the dissolution of the Commission, but it predated the Council-configured Commission. He reviewed past years budgets which were fairly significant.

Council Member Graham-Mejia expressed her concern that some of the programming is old, but stated the Council asked Mr. Strawther to place programming on LATV so people would become interested in the things that are on and start watching it more, and as we produce more shows, there would be new productions. Ms. Graham-Mejia stated she liked the idea of informing and educating adults on how to use the equipment, but now it is a funding issue.

Council Member Graham-Mejia commented on the amount and type of programming on LATV. She stated the ad-hoc subcommittee of Mayor Stephens and herself has tried to be innovative and come up with things that would improve the station to make sure there is more viewership. She stated she believes Mr. Strawther shows more of an ability to build the structure, the parameters under which LATV would form, and has the ability to go out into the community and find financial support, which is needed in order to be able to have more productions. She stated in the many hours the Mayor and herself have spent talking this over, she thinks it is a shame this had to come to a subcommittee or to a special meeting, when the subcommittee dealt with it well. She recommended the City stay with CSMP because they have a board, and it is good support and have proven them both financially and with product. In regards to Mr. Underwood, as discussed in ad-hoc subcommittee meetings, the City has set aside a certain amount of money for him to do programming and in addition to that the City has set aside additional monies that the Commission would be allowed to use for either Mr. Underwood or Mr. Strawther for grants or productions. Directing her comments toward Mr. Underwood, Council Member Graham-Mejia stated she believes this is more of the same of what happened last time, and it is not very professional and it is not very becoming.

Council Member Kusumoto stated Mayor Pro Tem Edgar characterized this issue in the way of an organizational construct – two forces not working together in concert with each other - and that seems to be the root cause of why things are not functioning correctly. Mr. Kusumoto stated he does not know much about the vendor issue and would have to look to the other Council Members for information.

He further stated he does not think the Council is ready to make a decision on this and he would like time to conduct independent research. He commented on the organizational construct of LATV, asking what the mission is and who is in charge. He advised he understands content providers and recalled a conversation where Mr. Strawther explained programming. He asked about the programming schedule, stated he believes there is a void; and, stated he hopes to get more time to conduct additional research.

Mayor Stephens stated he and Council Member Graham-Mejia have gone through quite a few ad-hoc subcommittee meetings and the idea was to come up with something that would best benefit the community, was best for all involved with LATV, meaning the two partners Mr. Underwood and Mr. Strawther, and be the best balance of programming. He stated between those three items, it was a heavyweight task to be able to determine who is providing what service and how to pay for it. With the limited amount of money there is not much wiggle room and there is zero room for error. Mayor Stephens stated he is leaning towards having a Commission with oversight from the City, citing his concerns about the make-up of the Commission. He expressed his concerns about distributing the monies fairly and correctly for the type of programming conducted. Mayor Stephens asked the City Manager for clarification on Mr. Strawther's vendor status with the City and how it relates to LATV.

Mr. Stewart stated the City views Mr. Strawther as a vendor who provides a specific service and is paid accordingly. He stated he had no interaction with Mr. Strawther's board.

Mayor Stephens confirmed this is the same association with Mr. Underwood; he is going to provide local programming as a producer for LATV.

Mr. Stewart advised the recommendation is for a fixed amount of money for Mr. Underwood to be responsible to produce and prepare five community programs ready to film and deliver to the City, including staff and crew. He stated over and above that, Mr. Underwood wanted to take on a role as a steward of public access television which he believes he should be compensated for. He stated he believes, and previously recommended that the Commission should oversee a fixed amount, \$9,000, to pay people to come in and provide public access programming based on the merits of the program. As an independent producer, Mr. Underwood can request to the Commission to provide whatever programming he would like. Mr. Stewart commented on the belief that the City has an obligation to stock the files for public access television and the misconception that there is a large community interest for adult training.

Council Member Graham-Mejia stated: she thinks the first year has been a struggle and the Council is trying to reinstitute a new process for LATV; as part of the innovation, the studio was upgraded so there would be an actual studio and the City would not have to pay for the use of a building; and, she believes Mr. Underwood and Mr. Strawther are producers, and it is inappropriate to put the Commission in a place where they are going to have to be handling the situations that will arise between the two vendors. She stated she agreed with Mayor Pro Tem Edgar's comment that he did not think the Commission overseeing the vendors is a good idea; it can be very tense between them because they are very passionate about what they do.

Council Member Graham-Mejia stated she believes the Council needs to approve a trial period of six months to a year with one of these two people who is passionate about LATV and who has met the goals the Council has set. She stated Mr. Strawther has fulfilled the goals and has a board behind him. She stated she knows there are concerns about finances, but Mr. Strawther has never once said he would not show the Council the statements from his board. She provided her thoughts on what the Commission's role would be. She stated she and Mayor Stephens have worked very hard on the ad-hoc subcommittee and both supported the recommendation at the last meeting. She stated she believes the City should contract with Mr. Strawther for six months to a year; and, the Council should set clear goals for him through the ad-hoc subcommittee and decide whether or not he has met those goals. She commented further on Mr. Strawther's qualifications. She stated she believes Mr. Underwood by himself cannot do the entire job, but he would still have the opportunity to produce, use the equipment, and come in and use the LATV studio.

Council Member Poe commented on the costs of renovating the studio and asked why the renovation costs kept rising.

The City Manager stated increased costs were mainly driven by the condition of the building itself and the equipment the City needed to purchase.

Council Member Poe stated she knows the ad-hoc subcommittee spent an enormous amount of time on LATV, and knows it was a difficult task. She reviewed the history of LATV and its timeline from when it was a 501(c)3 to when the Commission was temporarily disbanded to clear up tax issues. She stated the City needed to move forward and needed to put LATV back to a good working position and believes the ad-hoc subcommittee tried their best.

Council Member Poe stated she does not believe CSMP met the expectations she had. She stated both Mr. Underwood and Mr. Strawther did great filming and LATV has had more programming on, more quantity than quality. She stated: she does not believe it is a good idea to put either vendor in control, which is why she feels establishing a Commission is necessary; the City can use the two as vendors; and, we do need to have a station manager or a studio production coordinator. She referred to a proposal given to her by Mr. Underwood. Council Member Poe stated she believes the City needs to be in control of LATV and that the Commission can provide policy and procedures and it would be the best opportunity the City has to put LATV moving forward. She stated she believes it would take approximately six months to establish a Commission of five residents and until it is established the City can continue to contract with Mr. Strawther and Mr. Underwood. She stated Mr. Underwood, through his proposal, has expressed an interest in becoming the studio production coordinator for the facility, and would facilitate the checking-in and checking-out of equipment for 10 hours a week. She requested each of the Council Members receive a copy of Mr. Underwood's proposal so they have an opportunity to review it.

Council Member Kusumoto asked: the City Manager for information on Mr. Underwood's vendor status; what is the business model for LATV; what direction or policy does the Commission follow in order to prevent what happened before from happening again; and, what guidelines need to be established before a Commission is created. Mr. Kusumoto also asked what does 520 hours a year of contract services provide the City and what does it cost. Mr. Kusumoto asked the City Manager if there would be a need for a City staff member to work with the Commission and attend meetings of the Commission and who would that be. He also stated he is not sure what the mission of the Commission would be.

The City Manager advised that Mr. Underwood is an independent contractor and the staff member who would work with the Commission would be himself. The day-to-day tasks of the Commission would be to allocate money that would be spent for public access and then make recommendations to the Council on the best operations of community programming in Los Alamitos. In regards to costs, he estimated \$10,400 a year; \$5,200 if the City does a six-month trial.

Mayor Pro Tem Edgar questioned whether Mr. Underwood was getting paid to work the studio, operation work, and asked for additional information.

Mr. Stewart advised the original proposal with CSMP was to include the operations and uploading of programming, maintenance of the station itself and maintenance of the studio and equipment. He stated Mr. Underwood believes someone has to actively nurture public access programming in Los Alamitos and he would like that role, in addition to being responsible for scheduling the studio and making sure the producers are there. He noted there are some questions such as: if the equipment breaks it is not clear who is actually going to fix it; and, who operates the equipment when it is there. He stated what the City is doing investing in Mr. Underwood as a studio program coordinator is investing in the nurturing of public access programming, which is a philosophical decision the Council needs to make.

Mayor Pro Tem Edgar stated with CSMP the City pays the fee and does not have to worry about managing the station; but, with Mr. Underwood, because he is an independent contractor, the City will have to do a little more hands-on work.

Mayor Pro Tem Edgar asked Mr. Strawther the following questions: what are two or three bullet points of your responsibilities at CSMP; what events do you receive compensation for and who pays you to be a producer for those events; and, if he received a W-4 or W-2 at the end of last year from CSMP for services to that organization and, if not, is his time dedicated with no pay.

Mr. Strawther asked the Council to consider that the station broadcast every day. He stated the majority of funds that are paid do not go into production, it goes into making sure the server works and maintained, and is loaded with the programs received. He noted scheduling is also part of that process. He advised production of some events are funded from overages of other events. His goal was trying to get programming established.

In regards to Los Al TV, Mr. Strawther stated he made a promise to the Council that he would not use any City funds for programming so he could get the operations off the ground. Once operations were started, he would try other programming, such as Friday Night Lights and basketball. He stated he would take a little bit of profit off those programs and apply it to other events that could not pay for themselves and that is how he was able to get more programming on the air. Mr. Strawther stated he was not paid and did not receive any income.

Mayor Pro Tem Edgar stated if the Council holds Mr. Underwood to the standard that he is being unreasonable to request compensation he believes everyone should be held to the same standard.

Mr. Edgar requested additional information on Mr. Strawther's involvement with the Los Alamitos Unified School District's ROP program. He asked if he receives a salary for teaching, if he utilizes City equipment for the program and if there are any requirements that he bring tools or equipment to the program. He further asked: if LATV receives assistance from ROP program students for productions; are the people who work for CSMP employees, independent contractors, or volunteers; and, how services are provided. He asked if Kirk Stephens is his only employee. He asked Mr. Strawther if there are any other activities he does in association with TV production in the Los Alamitos area.

Mr. Strawther stated he was hired as a teacher two years ago and teaches two periods a day. He noted there is very little City equipment used; one day a week for approximately five to six weeks in a row, he utilizes the truck for students to familiarize themselves with the operations of putting together the cameras/tri-pods and also conducts a couple of runs with the tri-caster. Mr. Strawther stated all of their help is not students; there are adults, but there are very few. He stated he was advised by Kirk Stephens that in the past two to three years they have almost no volunteers and classes are difficult to conduct. He also stated the reason there have not been any classes is because the studio is not set up to conduct classes. However, training the community has always been in the plan.

In regards to CSMP employees, Mr. Strawther noted that there is a combination of employees, independent contractors and volunteers. Mr. Strawther provided an example of adult volunteers and student trainers assisting with filming the basketball program. Mr. Strawther stated Kirk Stephens makes enough money to qualify as an employee; however, most are independent contractors.

In terms of employment with the ROP program, Mr. Strawther stated he is a W-2 employee of the Orange County Department of Education; he is not required to bring any tools or equipment and utilizes his own equipment from home. ROP has purchased video and audio equipment for use in the program.

Mr. Strawther advised ROP is only about 5% of Los Al TV, the majority of it is teaching students how to operate equipment, and are doing programs for their own schools.

Mayor Pro Tem Edgar reviewed the framework of LATV. He asked Mr. Strawther to provide two or three examples of items that the CSMP board has had to deal with to provide leadership or direction.

Mr. Strawther advised some of the biggest issues the board has had to deal with is marketing, advertising, fundraising, and contracts. Mr. Strawther commented on the type of programming currently on LATV and noted there has been a lot of discussion on whether there were too many old programs. He stated he made the decision that it is better to have old programming that is good than to have, for example, coyote warnings for 24-hours. In regards to fundraising, Mr. Strawther stated there have been ideas of a mixer at the station, and a telethon with Ric Papp of Seal Beach. In regards to contracts, Mr. Strawther stated when the City contract came up, there was a discussion on whether or not the CSMP Board is committing to it and one of the final decisions by the board was to take a leap of faith, in hopes the City is acting in good faith.

Mr. Strawther stated a lot of the items coming up now are items the CSMP Board were concerned about, such as the bifurcated structure. He stated both he and Mr. Underwood have come to realize the issues between them are not as deep as they thought, and they have a lot in common. He went on to state, that they both agree that they are confused as to what the Council's direction is and neither of them can answer that question; they are receiving mixed messages.

Mayor Pro Tem Edgar spoke about: issue escalation processes as a vendor; communication concerns from the ad-hoc subcommittee and the lack of progress updates; management issues between CSMP and the City; editing guidelines and the quality of programming; production direction and policies; governance on production direction and the policy associated with scheduling; and, board leadership direction to Mr. Strawther.

Mayor Pro Tem Edgar also commented on: accountability of assets; auditing LATV funds; and, Commission formation. He stated he is not ready to make a decision tonight on reinstating the Commission; however, he is open to having a body, whether permanent as a Commission or a intermediary, that comes in to get the heavy lifting done, but he would like to be able to come back and discuss what that would be. He stated he does not believe the role of the Commission would be to adjudicate \$9,000 worth of grants, because there are so many bigger problems to address. He further stated he believes the Council needs to make a decision on whether the City stays with the vendor strategy in place now.

Mr. Stewart advised there is an accounting of LATV assets and the audit does not include an audit of LATV, but it can be included.

Mayor Stephens thanked Mr. Strawther and Mr. Underwood for working together, stating it sounds like they have made a lot of progress over the last few months. He stated he is hoping the Council, along with the City Manager, will come up with something. He advised the recommendations that have been brought up tonight are to continue for another six months and establish or research what make-up the Commission should have and identify the responsibilities of the Commission.

Mr. Stewart stated he believes he received enough information from the comments to provide a recommendation at the next meeting, at least through the next six months.

Council Member Graham-Mejia asked if CSMP is also interested in putting forth a proposal similar to Mr. Underwood's regarding their interest in the governance of the station. She requested clarification on the oversight of the studio.

The City Manager stated Mr. Strawther has submitted a proposal and he will include it in the next agenda item. He answered Council Member Graham-Mejia's questions regarding oversight of the studio.

5. ADJOURNMENT

Mayor Stephens adjourned the Special Meeting at 6:47 p.m.

Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez, CMC
City Clerk

CITY OF LOS ALAMITOS
A/P Warrants
April 18, 2011

Pages:

01-07	\$ 82,862.80	A/P Warrants	04/18/2011
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Total **\$ 82,862.80**

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 13th day of April, 2011

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LAMITOS AUTO PARTS	WIPER BLADES	GARAGE FUND	GARAGE	119.96
	HOSE CLAMPS & FILTER	GARAGE FUND	GARAGE	48.82
	FUEL HOSE	GARAGE FUND	GARAGE	4.40
	HEADLAMPS	GARAGE FUND	GARAGE	14.51
	OIL FILTERS	GARAGE FUND	GARAGE	51.26
	SCREWS	GARAGE FUND	GARAGE	4.59
	SCREWS	GARAGE FUND	GARAGE	1.83
			TOTAL:	245.37
LL AMERICAN ASPHALT	ASPHALT	GENERAL FUND	STREET MAINTENANCE	547.75
	ASPHALT	GENERAL FUND	STREET MAINTENANCE	630.55
			TOTAL:	1,178.30
LLIANCE PRINTING ASSOCIATES	POLO SHIRTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	170.92
			TOTAL:	170.92
NIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	80.00
			TOTAL:	330.00
AT & T MOBILITY	BILL CYCLE 2/24/11-3/23/11	GENERAL FUND	PATROL	389.78
			TOTAL:	389.78
ENESYST	FLEX ADMIN SERVICES 05/11	GENERAL FUND	ADMINISTRATIVE SERVICE	150.00
			TOTAL:	150.00
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	61.30
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	12.71
	OFFICE SUPPLIES	GENERAL FUND	AQUATICS	27.69
	OFFICE SUPPLIES	GENERAL FUND	AQUATICS	22.15
			TOTAL:	123.85
AMERON WELDING	WELDING SUPPLIES	GARAGE FUND	GARAGE	99.54
			TOTAL:	99.54
MARSON SUPPLY CO., INC.	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	253.35
			TOTAL:	253.35
CARTRIDGE WORLD OF LOS ALAMITOS	COLOR CARTRIDGES	GENERAL FUND	RECREATION ADMINISTRAT	843.85
			TOTAL:	843.85
CITY OF BREA	IT SERVICES 02/11	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,551.81
	IT SUPPLIES 02/11	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	19.55
			TOTAL:	6,571.36
COMPUTER SERVICE CO.	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	1,240.00
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	1,800.00
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	110.28
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	319.13
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	50.25
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	100.50
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	50.25
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	50.25
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	100.50
			TOTAL:	3,821.16

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COUNTY OF ORANGE AUDITOR-CONTROLLER	PARKING CITATIONS 02/11	GENERAL FUND	NON-DEPARTMENTAL	2,360.50
			TOTAL:	2,360.50
COUNTY OF ORANGE TREASURER-TAX COLLECT	OCATS 03/11	GENERAL FUND	COMMUNICATIONS TECHNOL	305.00
			TOTAL:	305.00
CPRS DISTRICT X	CPRS AWARDS BANQUET	GENERAL FUND	RECREATION ADMINISTRAT	720.00
			TOTAL:	720.00
SMFO	TRAINING	GENERAL FUND	ADMINISTRATIVE SERVICE	50.00
			TOTAL:	50.00
DECKSIDE POOL SERVICE	POOL MAINTENANCE	GENERAL FUND	AQUATICS	130.55
	REPAIR POOL HEATER	GENERAL FUND	AQUATICS	299.18
			TOTAL:	429.73
DELL MARKETING L.P.	POWEREDGE R410 COMPUTER	ASSET SEIZURE	CAPITAL PROJECTS	4,233.55
			TOTAL:	4,233.55
DESERT MOUNTAIN SPORTS, INC.	SLO-PITCH SUPPLIES	GENERAL FUND	SPECIAL CLASSES	1,491.45
			TOTAL:	1,491.45
DISCOUNT SCHOOL SUPPLY	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	226.64
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	16.26
			TOTAL:	242.90
ENVIROSERV	DRUM OIL REMOVAL	GARAGE FUND	GARAGE	50.00
			TOTAL:	50.00
EWLES MATERIALS	REFUSE DUMP	GENERAL FUND	STREET MAINTENANCE	50.00
			TOTAL:	50.00
EXTREME WINDOW TINTING	WINDOW TINTING	GENERAL FUND	BUILDING MAINTENANCE	1,269.00
			TOTAL:	1,269.00
FEDEX	SHIPPING	GENERAL FUND	INVESTIGATION	16.21
			TOTAL:	16.21
KAIN GALLAUGHER	COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL	968.28
			TOTAL:	968.28
KANAHL LUMBER COMPANY	DRYWALL	GENERAL FUND	BUILDING MAINTENANCE	7.06
	SHOP TOOLS	GARAGE FUND	GARAGE	36.95
			TOTAL:	44.01
GLOBALSTAR USA	SATELLITE PHONE 03/11	GENERAL FUND	EMERGENCY PREPAREDNESS	26.39
			TOTAL:	26.39
GOLDEN STATE WATER COMPANY	BILL CYCLE 2/01-3/31	GENERAL FUND	STREET MAINTENANCE	1,568.56
	BILL CYCLE 2/01-3/31	GENERAL FUND	PARK MAINTENANCE	2,115.19
	BILL CYCLE 2/01-3/31	GENERAL FUND	PARK MAINTENANCE	1,241.01
			TOTAL:	4,924.76
GOLF VENTURES WEST	MOWER PARTS	GARAGE FUND	GARAGE	72.67
			TOTAL:	72.67

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
REAT PACIFIC EQUIPMENT, INC.	HYDRAULIC OIL	GARAGE FUND	GARAGE	198.46
			TOTAL:	198.46
ARRY'S PLUMBING AND DRAIN, INC.	REPAIR TOILET	GENERAL FUND	BUILDING MAINTENANCE	45.00
			TOTAL:	45.00
ARTZOG & CRABILL, INC.	MED CTR PLAN REVIEW	GENERAL FUND	NON-DEPARTMENTAL	697.50
			TOTAL:	697.50
II-WAY SAFETY INC.	PHOTO ENFORCED SIGNS	GENERAL FUND	STREET MAINTENANCE	86.98
	CAUTION TAPE	GENERAL FUND	STREET MAINTENANCE	159.86
	SIGN POLES	GENERAL FUND	STREET MAINTENANCE	396.94
			TOTAL:	643.78
IOSE-MAN, INC.	MOWER HOSES	GARAGE FUND	GARAGE	326.55
	HOSE REPAIR	GARAGE FUND	GARAGE	35.82
			TOTAL:	362.37
IDS TANK TESTING & REPAIR	DESIGNATED OPERATOR 03/11	GARAGE FUND	GARAGE	140.00
			TOTAL:	140.00
JOHNSTONE SUPPLY OF LONG BEACH	A/C FILTERS	GENERAL FUND	BUILDING MAINTENANCE	105.63
			TOTAL:	105.63
K&S AIR CONDITIONING, INC.	A/C REPAIR	GENERAL FUND	BUILDING MAINTENANCE	1,008.04
	A/C REPAIR	GENERAL FUND	BUILDING MAINTENANCE	305.00
			TOTAL:	1,313.04
KONICA MINOLTA BUSINESS SOL	COLOR COPIES - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	79.45
	COPIER LEASE - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	30.10
	B&W COPIES - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	274.10
	COPIER LEASE - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	398.88
	B&W COPIES - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	74.34
	COPIER LEASE 03/11	GENERAL FUND	POLICE ADMINISTRATION	332.20
			TOTAL:	1,189.07
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	COPIER 9/13/10-12/13/10	GENERAL FUND	POLICE ADMINISTRATION	1,153.85
	COPIER 12/13/10-3/14/11	GENERAL FUND	POLICE ADMINISTRATION	1,106.38
			TOTAL:	2,260.23
KUSTOM IMPRINTS	BASKETBALL T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	262.30
	SOCCER T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	491.59
	SOFTBALL T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	261.76
			TOTAL:	1,015.65
LOS ALTOS TROPHY	NAME PLATES	GENERAL FUND	PUBLIC WORKS ADMIN	23.93
			TOTAL:	23.93
MAILFINANCE	POSTAGE MACHINE	GENERAL FUND	ADMINISTRATIVE SERVICE	167.74
			TOTAL:	167.74
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	110.00
			TOTAL:	110.00
MISC. VENDOR	REFUND - ART CLASS	GENERAL FUND	NON-DEPARTMENTAL	22.00
	REFUND - TAI CHI	GENERAL FUND	NON-DEPARTMENTAL	42.00

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TUITION	GENERAL FUND	POLICE ADMINISTRATION	136.00
	TUITION	GENERAL FUND	POLICE ADMINISTRATION	231.00
	RETURN ASSET FORFEITURE	ASSET SEIZURE	NON-DEPARTMENTAL	1,090.00
			TOTAL:	1,521.00
RISCILLA MONSERRATE-SANDERS	INSTRUCTOR - TODDLER	GENERAL FUND	SPECIAL CLASSES	258.05
			TOTAL:	258.05
WR	POOL INTERNET 2/25-3/25	GENERAL FUND	AQUATICS	143.30
	POOL INTERNET 3/25-4/25	GENERAL FUND	AQUATICS	143.30
			TOTAL:	286.60
EWPORT EXTERMINATING	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	235.00
EXTEL COMMUNICATIONS	TRAFFIC CALMING SIGNS	GENERAL FUND	TRAFFIC	17.48
			TOTAL:	17.48
ORM'S AUTOMOTIVE CENTER INC.	REPLACE CAT. CONVERTER	GARAGE FUND	GARAGE	875.80
			TOTAL:	875.80
PACIFIC PROJECTS	POOL DOOR REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	360.00
	POOL DOOR REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	1,050.00
			TOTAL:	1,410.00
PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	82.64
			TOTAL:	82.64
PAPER RECYCLING SPECIALISTS	SHREDDING SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	74.00
			TOTAL:	74.00
PARKHOUSE TIRE, INC.	TIRES	GARAGE FUND	GARAGE	1,126.75
			TOTAL:	1,126.75
PENINSULA SEPTIC SERVICE INC.	PUMP SEPTIC TANK	GENERAL FUND	BUILDING MAINTENANCE	400.00
			TOTAL:	400.00
PANNE COREEN PENNYPACKER	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	31.85
			TOTAL:	31.85
QUARTERMASTER	UNIFORMS	GENERAL FUND	PATROL	192.77
	UNIFORMS	GENERAL FUND	PATROL	93.27
	EQUIPMENT	GENERAL FUND	PATROL	740.81
	UNIFORMS	GENERAL FUND	PATROL	97.11
			TOTAL:	1,123.96
RBF CONSULTING	MED CTR SPEC PLAN/EIR 2/11	GENERAL FUND	NON-DEPARTMENTAL	9,299.69
			TOTAL:	9,299.69
ROBERTSON'S	REPAIR CURB	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	572.31
	REPAIR GUTTER	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	492.31
			TOTAL:	1,064.62
MARSHA ROE	INSTRUCTOR - LINE DANCE	GENERAL FUND	SPECIAL CLASSES	7.20
	INSTRUCTOR - LINE DANCE	GENERAL FUND	SPECIAL CLASSES	4.80

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	INSTRUCTOR - LINE DANCE	GENERAL FUND	SPECIAL CLASSES	7.20
	INSTRUCTOR - LINE DANCE	GENERAL FUND	SPECIAL CLASSES	2.40
			TOTAL:	21.60
ROSSMOOR/LOS ALAMITOS AREA SEWER DISTR	APR/MAY/JUN PARKING RENT	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
HIR SPEEDY	PROPERTY RECEIPTS	GENERAL FUND	PATROL	207.28
			TOTAL:	207.28
JACOB SORENSEN	TUITION REIMBURSEMENT	GENERAL FUND	PATROL	1,050.00
			TOTAL:	1,050.00
SOUTH COAST SUPPLY & GARDEN DAZE	PLASTER	GENERAL FUND	PARK MAINTENANCE	15.17
	SOIL	GENERAL FUND	PARK MAINTENANCE	56.83
	SOIL	GENERAL FUND	PARK MAINTENANCE	56.83
			TOTAL:	128.83
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	55.55
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	15.59
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	180.54
			TOTAL:	251.68
SOUTHERN CALIFORNIA GAS	3614 FENLEY	GENERAL FUND	STREET MAINTENANCE	19.50
	3191 KATELLA	GENERAL FUND	BUILDING MAINTENANCE	346.89
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	257.27
			TOTAL:	623.66
SOUTHERN PACIFIC MASTERS ASSOC	MEMBERSHIP FEES	GENERAL FUND	AQUATICS	88.00
			TOTAL:	88.00
SPARKLETTS DRINKING WATER	SERVICE & RENTAL	GENERAL FUND	BUILDING MAINTENANCE	245.19
			TOTAL:	245.19
STATE OF CALIFORNIA DEPARTMENT OF JUST	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
			TOTAL:	64.00
STATE OF CALIFORNIA DEPT. OF HOUSING &	ANNUAL OPERATING PERMIT	GENERAL FUND	BUILDING INSPECTION	400.00
			TOTAL:	400.00
TIME WARNER CABLE	ADMIN CABLE SERVICE 04/11	GENERAL FUND	CITY MANAGER	164.96
	P/D CABLE SERVICE 04/11	GENERAL FUND	COMMUNICATIONS TECHNOL	132.84
	SENIOR CENTER - INTERNET	GENERAL FUND	RECREATION ADMINISTRAT	69.95
			TOTAL:	367.75
J.S. BANK	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	74.08
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	38.00
	COUNCIL MEETING - DINNER	GENERAL FUND	CITY COUNCIL	103.27
	COUNCIL MEETING - COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	OFFICE SUPPLIES	GENERAL FUND	CITY COUNCIL	46.00
	OFFICE SUPPLIES	GENERAL FUND	CITY COUNCIL	30.13
	COUNCIL MEETING - COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	COUNCIL MEETING - DINNER	GENERAL FUND	CITY COUNCIL	94.18
	COUNCIL MEETING - COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	MEMBERSHIP FEES	GENERAL FUND	CITY MANAGER	165.00

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PRINTER CARTRIDGE	GENERAL FUND	CITY MANAGER	56.54
	NOTARY INSURANCE	GENERAL FUND	CITY MANAGER	215.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	27.09
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	34.26
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	33.28
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	72.10
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	515.83
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	118.76
	CORK BOARD	GENERAL FUND	POLICE ADMINISTRATION	71.73
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	24.19
	ENTERSECT ONLINE	GENERAL FUND	INVESTIGATION	79.00
	WEBSITE	GENERAL FUND	COMMUNITY OUTREACH	12.95
	WEBSITE	GENERAL FUND	COMMUNITY OUTREACH	14.95
	INVESTIGATION SOFTWARE	GENERAL FUND	EMERGENCY PREPAREDNESS	71.10
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.13
	CRACK SEAL	GENERAL FUND	STREET MAINTENANCE	62.69
	ROLLER DEPOSIT	GENERAL FUND	STREET MAINTENANCE	1,000.00
	PROPANE	GENERAL FUND	BUILDING MAINTENANCE	13.59
	PROPANE	GENERAL FUND	BUILDING MAINTENANCE	19.30
	LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	148.16
	LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	120.31
	ELECTRICAL PARTS	GENERAL FUND	BUILDING MAINTENANCE	36.56
	PRINTER CARTRIDGE	GENERAL FUND	CITY ENGINEER	56.54
	COMMUNITY MEETING - SNACKS	GENERAL FUND	CITY ENGINEER	5.98
	POOL SOFTWARE	GENERAL FUND	AQUATICS	115.00
	INTERVIEW PANEL LUNCH	GENERAL FUND	AQUATICS	59.03
	RACE ON BASE - RENT LIGHT	GENERAL FUND	SPECIAL CLASSES	81.24
	RACE ON BASE - RENT LIGHT	GENERAL FUND	SPECIAL CLASSES	190.00
	RACE ON BASE - RENT LIGHT	GENERAL FUND	SPECIAL CLASSES	81.24
	RACE ON BASE - RENT LIGHT	GENERAL FUND	SPECIAL CLASSES	81.24
	RACE ON BASE - VOL. BAGS	GENERAL FUND	SPECIAL CLASSES	720.60
	RACE ON BASE - VOL. BKFST	GENERAL FUND	SPECIAL CLASSES	191.96
	RACE ON BASE - LUNCH	GENERAL FUND	SPECIAL CLASSES	75.00
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL CLASSES	23.80
	RACE ON BASE - STAFF BKFST	GENERAL FUND	SPECIAL CLASSES	220.56
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL CLASSES	31.46
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL CLASSES	61.95
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL CLASSES	16.46
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL CLASSES	821.15
	RACE ON BASE - RADIOS	GENERAL FUND	SPECIAL CLASSES	299.06
	CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	753.91
	METAL	BUILDING IMPROVEME	CAPITAL PROJECTS	310.61
	PAINT	BUILDING IMPROVEME	CAPITAL PROJECTS	125.55
	WHEELS	BUILDING IMPROVEME	CAPITAL PROJECTS	42.41
	BOBCAT PARTS	GARAGE FUND	GARAGE	311.07
	BATTERIES	GARAGE FUND	GARAGE	159.40
	REPAIR CITY VEHICLES	GARAGE FUND	GARAGE	265.43
	BATTERY	GARAGE FUND	GARAGE	75.22
	TEST FEES	GARAGE FUND	GARAGE	126.00
	PROJECTOR BULB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	159.00
			TOTAL:	8,822.90
UNDERGROUND SERVICE ALERT OF SO. CALIF	SERVICE ALERT FAXES	GENERAL FUND	STREET MAINTENANCE	30.00
			TOTAL:	30.00
VERIZON CALIFORNIA, INC.	ADMIN FAX	GENERAL FUND	ADMINISTRATIVE SERVICE	49.81

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POLICE DEPT/RELAY LINE	GENERAL FUND	COMMUNICATIONS TECHNOL	84.49
	TELECOMMUNICATIONS	GENERAL FUND	COMMUNICATIONS TECHNOL	775.47
	EOC/FAX LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	914.13
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	38.71
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	73.88
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	39.16
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	36.93
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	36.93
	PARK & REC FAX	GENERAL FUND	RECREATION ADMINISTRAT	42.64
			TOTAL:	2,092.15
ERIZON WIRELESS	POLICE	GENERAL FUND	POLICE ADMINISTRATION	35.26
	COMM DEV	GENERAL FUND	NEIGHBORHOOD PRESERVAT	52.49
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	448.52
			TOTAL:	536.27
ICTORY LOCK AND KEY	REPAIR DOORS	GENERAL FUND	BUILDING MAINTENANCE	343.11
	RE-KEY CLERK'S OFFICE	GENERAL FUND	BUILDING MAINTENANCE	160.55
			TOTAL:	503.66
OYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	7,019.02
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	327.79
	CNG FUEL	GARAGE FUND	GARAGE	149.43
			TOTAL:	6,840.66
ENNY WAGNER	INSTRUCTOR - COMPUTER	GENERAL FUND	SPECIAL CLASSES	14.30
	INSTRUCTOR - COMPUTER	GENERAL FUND	SPECIAL CLASSES	28.60
			TOTAL:	42.90
EST COAST ARBORISTS, INC.	TREE MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	1,372.00
			TOTAL:	1,372.00
EST COAST TENNIS SERVICES	LATE TENNIS REGISTRATIONS	GENERAL FUND	SPECIAL CLASSES	162.50
			TOTAL:	162.50

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

10	GENERAL FUND	58,280.01
25	BUILDING IMPROVEMENT	478.57
27	ASSET SEIZURE	5,323.55
44	TRAFFIC IMPROVEMENT	1,064.62
50	GARAGE FUND	10,985.69
53	TECHNOLOGY REPLACEMENT	6,730.36

	GRAND TOTAL:	82,862.80

City of Los Alamitos

Agenda Report Consent Calendar

April 18, 2011
Item No: 8C

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

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

Subject: Approval of Plans and Specifications and Authorization to Bid the Laurel Park Field Renovations

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

Recommendations:

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

Background

Laurel Park, located at the north east corner of Bloomfield Avenue and Katella Avenue, is in need of repairs. Currently the park is suffering from unlevel playing surfaces, weed filled turf, and an antiquated irrigation system. Additionally, the fields do not meet ADA accessibility standards. The park is used by Los Alamitos Girls Softball, St. Hedwig Pony Baseball, Beach Cities Youth Lacrosse, Los Alamitos Pop Warner Football, and Los Alamitos Youth Baseball.

Laurel Park is also home to special events including the upcoming Spring Carnival, Music and Movies in the Park Series, and the Halloween Carnival. Approximately 26,500 people utilize the park through the field rentals, special events and adult sports programs. Due to this high capacity use the park is in need of repair.

Discussion

The base bid of the design plans includes the following items:

- Removal and replacement of the existing irrigation system and booster pumps.
- Installation of a central based controller with internet connectivity capability.
- Removal of existing turf and installation of new turf by means of hydro-seeding (existing earthen mounds shall remain).
- Laser leveling the baseball field infield and adding brick dust.
- Leveling the grass area as much as possible for soccer and softball play.
- Installation of ADA signage to establish accessible path of travel from the parking lot to Bloomfield Street and Katella Avenue, sidewalk access from Katella Avenue at the existing gate to the ball fields; and, relocating one handicapped stall closer to Bloomfield Street.

As alternative bid items the following have also been included if funding is available:

- Installing electrical conduits for portable concert stage.
- Thinning out of trees.
- Slurry sealing the parking lot.
- Upgrading the existing bleachers to meet OSHA requirements and adjust backstop fencing.
- Replace the tennis mesh on the chain link fence.
- Adding a concrete walkway at the tennis courts that will connect the main walkway to the other entrances of the courts.
- Adding security lights in the parking lot.
- Repairing easterly fence of park.

The estimated timeline for the project is as follows:

MILESTONE	DATE
ADVERTISE FOR BIDS	4/25/11
BID OPENING	5/9/11
AWARD OF CONTRACT	5/16/11
NOTICE TO PROCEED	5/30/11
CONSTRUCTION COMPLETE	8/29/11

Fiscal Impact

The project cost is budgeted in the Park Development Fund in the amount of \$230,000.

The breakdown of the project's estimated budget is provided in the table below:

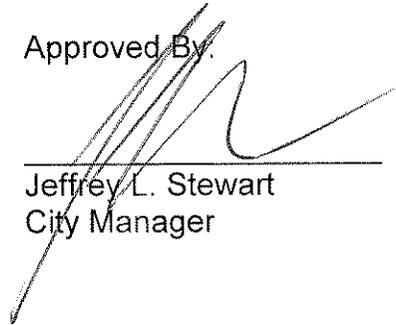
ITEM	2010-2011 Estimated Expenditure
Design	\$40,000
Construction Estimate	\$145,500
Contingency (10%)	\$14,500
Construction Mgmt/Inspection	\$30,000
TOTAL ESTIMATED COST	\$230,000

Submitted By:



David Hunt, PE
City Engineer

Approved By:



Jeffrey L. Stewart
City Manager

Reviewed By:



Steven Mendoza
Director of Community Development

Attachment: 1. Plans and Specifications (available for review in City Clerk's Office)

City of Los Alamitos

Agenda Report Consent Calendar

April 18, 2011
Item No: 8D

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

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

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

Summary: 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.

Recommendation: Authorize the City Manager to approve a Professional Services Agreement with Kreuzer Consulting Group, in the amount of \$22,500 to update the City's Pavement Management Program.

Background

As a requirement to receive Measure M funding, cities must have a Pavement Management Program and is required to be updated every two years. Cities must make efforts to use their Measure M Local Turnback funds for roadway maintenance in conformance with an approved Pavement Management Program. Measure M Local Turnback funds are received by each city for roadway maintenance based on a distribution formula that considers an agency's road miles, population, and sales tax generation. The City of Los Alamitos has developed and updated its Pavement Management Program in compliance with the requirements of Measure M. The last update to the Program was 2009.

Discussion

Pavement Management Program

The Pavement Management Program is a tool that evaluates each roadway in the City. The program provides a means for identifying how to best spend the available limited resources for street maintenance in a manner that maximizes the City's return on its investment. The City of Los Alamitos Pavement Management Program was developed

to provide current data on the City's street network and to develop cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale while optimizing the expenditure of limited fiscal resources. The Program evaluates each street and provides a condition ranking based on the field observations. The condition ranking is called a Pavement Condition Index (PCI) which is provided for each street and a composite PCI for the entire street system. The PCI scale is shown in the table below.

Condition Category	PCI Range
Excellent	86-100
Very Good	71-85
Good	56-70
Fair	41-55
Poor	26-40
Very Poor	11-25
Failed	0-10

Great progress has been made on improving City streets by investing in infrastructure. In 2003, the citywide composite PCI was 50.5 and now it is in the low 80's and improving every year with our street improvement program. The City has come a long way in improving its streets through good use of its Measure M Turnback, Gas Tax funds, and other local funds.

Consultant Selection

In April of this year, staff solicited proposals from qualified firms to provide an update of the Citywide Pavement Management Program. The fees submitted by each firm are:

Firm	Proposed Fee
Kreuzer Consulting Group	\$22,500
Willdan	\$24,300

Both consultants provided comprehensive proposals, are well qualified, and have provided Pavement Management Program services to municipalities. Staff is recommending Kreuzer Consulting Group to provide the required services.

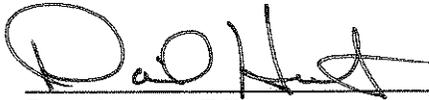
Kreuzer Consulting Group provided a comprehensive proposal addressing key issues relative to compliance with Measure M requirements, surface condition surveys, use of existing City program data, and inspection and final reports. All work is to be completed within four (4) weeks. Kreuzer Consulting Group also submitted the lowest fee proposal and performed the last update to the City in 2009.

The proposed fee of \$22,500 is reasonable for the scope of work. Staff recommends a Professional Services Agreement be awarded to Kreuzer Consulting Group to provide the 2011 update of the City Pavement Management Program. The Agreement and Scope of Services are included as **Attachment 1**.

Fiscal Impact

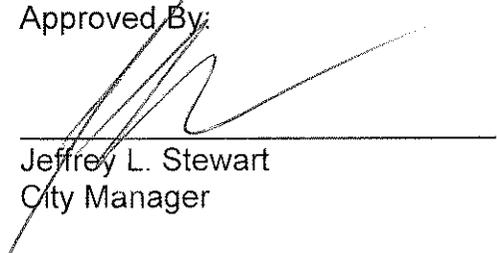
Funds for the Pavement Management Program update in the amount of \$22,500 were budgeted in this year's Capital Improvement Program from Measure M Local Turnback funds as part of the Residential Street Improvements CIP project.

Submitted By:



David Hunt, PE
City Engineer

Approved By:



Jeffrey L. Stewart
City Manager

Reviewed By:



Steven Mendoza
Director of Community Development

Attachment: 1. Professional Services Agreement - Kreuzer Consulting Group

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Kreuzer Consulting Group)

1. IDENTIFICATION

This Professional Services Agreement (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”) and Kreuzer Consulting Group a California Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: to perform a biennial pavement condition inventory update of arterial highways and residential streets in the City of Los Alamitos as required by the Orange County Transportation Authority’s Measure M Program.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s April 7, 2011 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s April 7, 2011 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: April 19, 2011.
- 3.4 “Expiration Date”: June 30, 2011.

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 twenty two thousand five hundred dollars (\$22,500) 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. Rick Kreuzer 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

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

If to Consultant:

Kreuzer Consulting Group
320 Main Street, Unit D
Seal Beach, CA 90740
Office (714) 656-0160
Direct (714) 656-0144
Cell (949) 436-1961
Fax (714) 656-0165

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”
Kreuzer Consulting Group

By _____
Jeffrey L. Stewart, City Manager

By: _____
Rick Kreuzer, President

Date: _____

Date: _____

By: _____
Name: _____ Title: _____

Date: _____

Attest:

By _____
Adria M. Jimenez, CMC, City Clerk

Date: _____

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK



April 7, 2011

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

Attn: Mr. Dave Hunt, PE
Interim Public Works Director

Re: Proposal for the Pavement Condition Inventory Update of Arterial Highways and Residential Streets in the City of Los Alamitos

Dear Mr. Hunt:

Per your request, the Kreuzer Consulting Group (KCG) is pleased to provide you with our proposal to perform a pavement condition inventory update of arterial highways and residential streets in the City of Los Alamitos. A biennial pavement inventory update is required by the Orange County Transportation Authority's (OCTA's) Measure M Program.

Our scope of work, schedule, and fee are described as follows:

SCOPE OF WORK

Task 1 – Kickoff Meeting

KCG shall meet with City staff to obtain any pertinent information, obtain the City's year 2009 MicroPAVER database and to discuss the approach and overall objective of the project.

Task 2 – Surface Condition Survey

KCG technicians will field review and evaluate all 180 roadway sections (21.2 miles of residential street and 14.3 miles of arterial highways) within the City of Los Alamitos for the following surface distresses:

1. *Alligator Cracking*
2. *Bleeding*
3. *Block Cracking*
4. *Edge Cracking*

5. *Longitudinal/Transverse Cracking*
6. *Patching/Utility Cut Patching*
7. *Rutting*

All observed data will be entered on field inspection forms. Database shall also be updated with recent (previous two years) or impending roadway pavement improvement projects.

Task 3 – Input Inspection Data

Inspection data collected under Task 2 will be entered into the City's MicroPAVER program.

Task 4 – Run Inspection Reports

KCG shall utilize the MicroPAVER program to compute Pavement Condition Indicator (PCI) values for each segment of roadway. The following inspection reports will be generated:

- **Branch Listing Report** – provides a summary of all segments, beginning and ending limits, and their corresponding surface areas within each segment.
- **Inspection Report** – summarizes the observed distresses, their severity and their measured surface areas for each segment.
- **PCI Report** – summarizes the calculated PCI value for each segment.

Task 5 – Final Report

KCG shall prepare a Pavement Management Program Final Report which shall include the following:

- *Inspection Report*
- *PCI Report*
- *Maintenance and rehabilitation history reports*
- *Maintenance and rehabilitation decision tree reports*
- *Budget needs/scenario reports*
- *Multi-year work plan*

All work will be consistent with OCTA requirements.

SCHEDULE

KCG can complete the subject project work within six (6) weeks of receiving the City's authorization to proceed with the subject project.

EXHIBIT B
APPROVED FEE SCHEDULE

FEE

Our lump sum fee to compete the aforementioned scope of work is **\$22,500**. A manhour task breakdown is provided herein.

**Residential and Arterial Highway Pavement Condition Inventory Update
for the City of Los Alamitos**

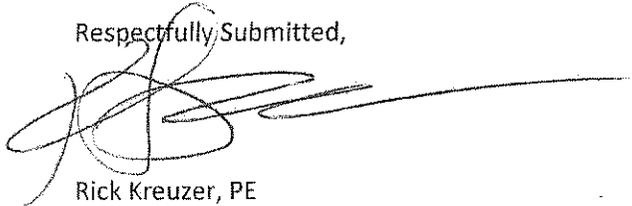
TASK	PM (\$175)	Tech (\$80)	Reimb.*	TOTAL
1. Kick-off Meeting	2			\$350
2. Surface Condition Survey	4	100	\$250	\$8,950
3. Input Inspection Data	4	90		\$7,900
4. Run Inspection Reports	4	20		\$2,300
5. Final Report	8	20		\$3,000
MANHOUR SUBTOTAL	22	230		
FEE SUBTOTAL	\$3,850	\$18,400	\$250	\$22,500

*Mileage

TOTAL FEE: \$22,500

We trust our approach meets with your approval. Should you have any questions or need additional information, please do not hesitate to call.

Respectfully Submitted,



Rick Kreuzer, PE
President

City of Los Alamitos

Agenda Report Consent Calendar

***April 18, 2011
Item No: 8E***

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager

Subject: 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

Summary:

The most recent agreement between the City and the Los Alamitos City Employees Association (CEA) Expired on June 30, 2010. The City and 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:

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

Background and Discussion

The Los Alamitos City Employees Association (CEA) represents 18 position classifications and 21 current employees. In keeping with the fiscal goals that began during the City's successful negotiation and Memorandum of Understanding (MOU) with the Los Alamitos Police Officers Association, negotiations sought to arrive at a package that resulted in appropriate compensation for represented employees, but was mindful of the City's efforts to create an ongoing balanced budget during difficult economic times. Toward that end, the draft MOU attached provides for increases in compensation through a one-time payment, salary increases that are dependent on three employee performance measures, and modest annual increases to the City's contribution to employees' medical plan.

Specifically, the City and CEA have reached a tentative agreement on an MOU that includes the following:

- Three Year agreement - Effective through March 31, 2014;
- Employees will participate for the first time in sharing PERS costs – existing employees will pay 37.5% of the employee share of PERS costs and new hires will pay 50% of that cost;
- Employees will receive a one-time payment of \$2,000.00. While part of the total compensation package, it is intended as a method of utilizing the current FY 2010/2011 surplus in a manner that does not create an ongoing

compensation commitment. Additionally, it was the City's point of view that this helps offset the sacrifice made by employees during the past fiscal year when employees absorbed an uncompensated 11-day furlough;

- The agreement calls for a \$50.00/month increase in the City's contribution toward employee medical plans this year, a \$50.00/month increase next January and a final \$50.00/month increase in January 2013;
- The tentative agreement mirrors the POA agreement by providing for \$700.00/month to employees who opt out of the City's medical plan. Each employee choosing that option saves the City approximately \$350.00/month.
- The agreement provides for 2.5% increases in base pay in years two and three. The increases would be predicated on three measures: 1) a "satisfactory" or above evaluation by the employee's supervisor during the previous year; 2) 95% or better attendance during the previous year; and 3) the employee shall not have committed an act deemed in violation of Occupational Safety and Health Administration (OSHA) guidelines during the previous year;
- The agreement provides for certification pay of up to 6% (in tiers of 2%, 4% and 6%) for the Mechanic and Master Mechanic who complete standardized Automotive Service Excellence (ASE) certification. The 6% increase may be obtained only by the achievement of Master Mechanic Certification;
- It provides an increase in Uniform Allowance for Maintenance Workers and Records Specialists from \$18.00 per pay period to \$25.00 per pay period;
- Adds Veterans Day to the list of paid City holidays; and
- Provides for the implementation of a "4/10" work schedule for represented employees. However, the provision reads specifically that "the 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager."

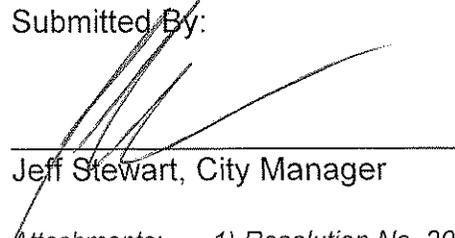
Staff believes that this agreement represents a fair package during a unique and difficult economic time. If approved, the City would be among the first in the Orange County to achieve a negotiated and meaningful employee contribution toward the cost of PERS employment benefits among both Safety and Miscellaneous employees. This effort will help address the structural problems confronting the City's efforts to achieve an ongoing balanced budget. Second, it should be noted that the agreement specifies Year 2 and 3 increases in employee base pay. However, those increases are linked directly to satisfactory performance, limited use of Sick Leave and workplace safety. And, finally, it bears noting again that a significant portion of the compensation part of the package represents a one-time payment during a year in which the City expects to realize a budget surplus.

Staff recommends City Council approval of the attached resolution implementing a three-year MOU between the City and the CEA.

Fiscal Impact

Upon approval, the fiscal impact of the tentative three-year agreement would be spread over four fiscal years because of the mid-fiscal year start date. The additional costs would be reflected as follows: FY 2010/2011 - \$41,661; FY 2011/2012 – \$9,437; FY 2012/2013 - \$49,827; FY 2013/2014 - \$79,822. Total fiscal impact - \$180,807.

Submitted By:



Jeff Stewart, City Manager

Attachments: 1) *Resolution No. 2011-07*
 2) *Tentative MOU between the City and the Los Alamitos City Employees Association*

RESOLUTION NO. 2011-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE LOS ALAMITOS CITY EMPLOYEES ASSOCIATION EFFECTIVE APRIL 1, 2011 THROUGH MARCH 31, 2014

WHEREAS, the most recent agreement between the City of Los Alamitos and the Los Alamitos City Employee Association (CEA) expired on June 30, 2010; and

WHEREAS, the City and CEA have been engaged in negotiations for a successor Memorandum of Understanding (MOU); and

WHEREAS, the City and CEA reached tentative agreement on a successor MOU that includes a package that reflects the organization's desire to defray long term Public Employee Retirement System (PERS) retirement costs and provide a meaningful, but prudent compensation schedule that seeks to reward achievement, employee performance and safety; and

WHEREAS, the resulting MOU reflects a three-year package that will enable to City to provide reasonable workforce stability during the anticipated move from a recessionary economy to one of normal economic growth.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:

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

SECTION 2. The City Council approves and authorizes the Mayor to execute the Memorandum of Understanding between the City of Los Alamitos and Los Alamitos City Employees Association effective April 1, 2011 through March 31, 2014, and attached as "Exhibit A."

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of April, 2011.

Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500 through 3510 as amended, which is generally referred to as the Meyers-Milias-Brown Act. This agreement has been developed as a result of requests by the Los Alamitos City Employees Association. The items in this agreement are subject to the approval of the Los Alamitos City Council and will be placed into effect upon the adoption of necessary ordinances and resolutions.

TERM

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period of April 1, 2011 through March 31, 2014.

RECOGNITION

The City hereby recognizes the Los Alamitos City Employees Association as the majority representative of the employee representation unit consisting of the following classifications:

- Assistant Planner**
- Associate Planner**
- Assistant Recreation Supervisor/Aquatics Supervisor**
- Building Official**
- Code Enforcement Officer**
- Department Secretary**
- Finance Assistant**
- Maintenance Foreman**
- Maintenance Worker**
- Master Mechanic**
- Mechanic**
- Receptionist**
- Records Clerk**
- Records Specialist**
- Recreation Coordinator**
- Recreation Supervisor**
- Secretary**
- Senior Maintenance Worker**

Nothing contained herein shall be construed to deny those employees who do not belong to the Los Alamitos City Employees Association from representing themselves.

ACCESS TO WORK LOCATIONS

Access to employee locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be limited to one hour per day and twenty-four hours per year. Such officers or representatives shall not enter any locations without the written consent of the City or its

authorized representative. Access shall be restricted so as to not interfere with the normal operations of any Department or with established safety or security requirements.

SALARY SCHEDULE ADJUSTMENT

Each Employee working in a represented classification shall receive a 2.5% increase in base pay effective commencing the first pay period that follows April 1, 2012 provided that employees meet the following criteria: 1). Employee has not used in excess of ninety-nine (99) hours of Sick Leave during the period of April 1, 2011 through March 31, 2012, unless said employee is on approved leave, as specified by the Family Medical Leave Act (FMLA); 2) Employee receives a "Satisfactory" or better evaluation from his/her supervisor for the period of April 1, 2011 through March 31, 2012; 3) Employee has not been determined by the City to have committed any act in violation of standards and guidelines established by the Occupational Safety and Health Administration (OSHA), during the period of April 1, 2011 through March 31, 2012.

Each Employee working in a represented classification shall receive a 2.5% increase in base pay effective commencing the first pay period that follows April 1, 2013 provided that employees meet the following criteria: 1). Employee has not used in excess of ninety-nine (99) hours of Sick Leave during the period of April 1, 2012 through March 31, 2013, unless said employee is on approved leave, as specified by the Family Medical Leave Act (FMLA); 2) Employee receives a "Satisfactory" or better evaluation from his/her supervisor for the period of April 1, 2012 through March 31, 2013; 3) Employee has not been determined by the City to have committed an act in violation of standards and guidelines established by the Occupational Safety and Health Administration (OSHA) during the period of April 1, 2012 through March 31, 2013.

ONE TIME CASH DISTRIBUTION

All represented members shall receive a one-time, non-recurring payment totaling two thousand dollars (\$2,000.00) on the pay period following implementation of this Memorandum of Understanding (MOU). This one-time payment shall be subject to all mandated federal, state and/or local withholdings. The method of distribution shall be at the sole discretion of the City. Eligibility for the one-time payment shall be confined to unit members employed by the City in an active status on the date of adoption of this MOU by the City Council of the City of Los Alamitos.

SHORTHAND SKILLS PAY

City shall pay \$100 monthly skill pay to those employees, in the classifications of Secretary and Department Secretary, who pass a shorthand skills test at a proficiency of at least 80 words per minute.

PAY FOR PERFORMING WORK IN A HIGHER CLASSIFICATION

An employee designated to act in a higher classification shall receive an extra five percent (5%) of base salary for out of class pay, as additional compensation for all time spent in the acting position in excess of five consecutive working days and continuing only until such time as the employee is returned to their original job classification. Employees transferred to a higher classification for training purposes, to under fill a higher-level position, or to avoid a layoff shall not be eligible for this differential.

PAY FOR PERFORMING WORK IN TWO EQUAL CLASSIFICATIONS

An employee assigned with the approval of the City Manager or designee to perform all or substantial all of the duties of a position in the same class as the employee's regular position or another class having the same maximum salary in addition to the employee's regular duties shall receive minimum of five percent (5%) of base salary additional compensation for time spent in the additional position in excess of thirty (30) days and continuing only until such time as the assignment is terminated. Employees assigned to perform the duties of an additional position for training purposes, to under fill a higher-level position, or to avoid layoff shall not be eligible for this differential.

VACATION

A. Purpose

The purpose of annual vacation is to enable each eligible employee annually to return to work refreshed.

B. Basis of Accrual

New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six (6) months of continuous full-time service have been completed. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 300 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 300 hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below 300 hours.

Vacation leave for employees hired before November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152

12	160
13	168
14	176
15	184
16	192
= > 17	200

Vacation leave for employees hired on or after November 1, 1990 shall be accrued as follows:

<u>Years</u> of <u>Service</u>	<u>Hours</u>
0-2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	152
12	160
13	168
14	176

C. Effect of Holidays on Vacation Leave

In the event one or more municipal holidays fall within an annual vacation leave, such holiday or holidays shall not be charged as vacation leave, but shall be credited as a holiday.

D. Effect of Leave of Absence on Accrual of Vacation Leave

The granting of any leave of absence without pay shall cause the accrual of vacation to cease. Upon return to the City, an employee shall continue his or her regular accrual of vacation leave. A leave of absence without pay shall not count toward years of service for the accrual of vacation leave.

E. Compensation for City Work During Vacation Prohibited

No person shall be permitted to work for compensation for the City in any capacity during the time of his or her vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation in the event of an emergency and place him or her on regular pay status.

F. Scheduling Vacations

The times during a calendar year at which an employee may take his or her vacation shall be determined by his or her Department Director with due regard for the wishes of the employee and particular regard for the needs of service.

G. Annual Vacation Payoff

Employees may receive pay for up to eighty (80) hours of accumulated vacation time during the calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

H. Vacation Payoff Upon Termination

Employees who terminate employment shall be paid in a lump sum for all accumulated vacation leave time at the rate of pay in effect upon termination.

When separation is caused by the death of an employee, payment shall be made to the estate of the employee. Unless state or federal law requires payment otherwise.

SICK LEAVE

A. Accrual and Use of Sick Leave

Sick leave with pay shall be accrued at the rate of eight (8) hours for each full calendar month of service. Accumulation shall be unlimited.

Pursuant to Government Code Section 21163, sick leave shall only be granted for non-industrial injury or illness and shall be allowed if: (1) actual non-industrial illness or disability makes it impossible for the employee to perform his or her normal work assignments; (2) because of the illness of the employee's spouse or dependent child who requires constant care and no other care is available and/or financially feasible except that of the employee; or (3) a prescheduled doctor, dental or optometry appointment which has been approved by their Department Director.

No employee shall use more than a total of forty-eight (48) hours of sick leave for the purposes of (2) and (3) annually.

B. Proof of Illness

In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or Department Director thirty (30) minutes prior to the time set for beginning his or her daily duties, or as may be specified

by their Department Director. The employee may be required to file a physician's certificate verifying the need for any absences. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Director the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.

C. Effect of Holidays on Sick Leave

Observed holidays occurring during sick leave shall not count as a day of sick time.

D. Annual Sick Leave Payoff

An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either (1) up to 25% of his or her unused sick leave earned in the calendar year of distribution; or (2) up to twenty-four (24) hours of accumulated sick leave provided that a minimum of 480 hours remains in the employee's account.

E. Regular Service Retirement Sick Leave Options

Upon regular service retirement as defined by the Public Employees' Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

- (1) A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the salary rate being paid at the time of their service retirement.
- (2) An exchange of all accumulated sick leave for service credit time in the Public Employees' Retirement System.

An employee must choose option 1 or 2. An employee will not be allowed to do both.

- F.** Any Sick Leave taken pursuant to this section (Sick Leave) of the MOU shall not be counted in calculating eligibility for, or the amount of, Overtime Pay during the same pay period in which Sick Leave is taken.

BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's

immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) said employee shall be entitled to a leave of absence with pay for a period not to exceed twenty-four (24) working hours. Bereavement Leave in excess of twenty-four (24) working hours may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against sick leave.

TEMPORARY DISABILITY LEAVE

A. Industrially Related Disability

Employees shall be entitled to the benefits under this sub-section only after the City has determined that the disability is industrially related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued sick leave, vacation leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any accrued benefits or seniority accrued prior to the commencement of the leave without pay.

B. Non-Industrial Related Disability

Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be on the basis of leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any accrued benefits or seniority accrued prior to the commencement of the leave without pay.

PARENTAL LEAVE

The City Manager shall grant a female employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of disability caused by pregnancy related complications, for a period not to exceed seven months. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager shall grant the request of a male employee for a leave of absence without pay for a period not to exceed six months to care for his newborn child. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

JURY DUTY

Subject to the exception described below, the City shall compensate an employee on jury duty for up to forty (40) working hours within a calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits their compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their supervisor for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that the employee advised the

Court of a forty (40) working hour limitation on salary continuation being provided by the City, requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

LEAVE OF ABSENCE WITHOUT PAY

Any employee may be granted a leave of absence without pay of less than ninety (90) days with the approval of his or her Department Director and the City Manager. A request for a leave of absence of Ninety (90) days or more must also be approved by the City Manager.

A. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by their Department Director. Upon written recommendation of the Department Director that it be granted, modified or denied, the request shall be promptly transmitted to the City Manager. A copy of the approved request for absence without pay shall be promptly delivered to the Assistant City Manager and the employee.

B. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed six (6) months. Provisions for granting an extension of up to six (6) months shall be the same as that in granting the original leave provided that the extension request is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

C. Return from Leave

When an employee intends to return from an authorized leave of absence without pay, he or she shall contact their Department Director at least fourteen (14) calendar days prior to the day he or she plans to return. The Department Director shall promptly notify the City Manager of the employee's intention.

D. Leave Without Pay - Insurance Payments

An employee on leave without pay may continue his or her City insurance benefits by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the first day of the month following the month in which the last payment was received.

E. Leave Without Pay - Other Benefits

When leave of absence without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

F. Family Medical Leave – Insurance Payments

The City will continue to make insurance contributions for a maximum of twelve (12) weeks on behalf of employees on approved Family Medical Leave. Employees on approved Family Medical Leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

HOLIDAYS

A. Authorized Holidays

Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- January 1 (New Years Day)
- The third Monday in January (King's Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas)

Employees who work a 9/80 schedule shall receive eighteen (18) hours of floating holiday time to be used by the employee with Department Director approval during the calendar year (January 1 – December 31).

Employees who work five 8-hour days per week shall receive sixteen (16) hours of floating holiday time to be used by the employee with Department Director approval during the calendar year (January 1 – December 31).

No employee may accumulate more than a total of eighteen (18) floating holiday hours. On January 1 of each year, each employee will receive only the number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

For employees working a 9/80 schedule, all regular holidays shall be nine (9) hours for holidays falling on Monday through Thursday and eight (8) hours for

holidays falling on Friday. For employees working a schedule of five 8-hour days, all regular holidays shall be eight (8) hours.

B. Floating Holidays for New Employees

At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire:

<u>Date of Hire</u>	<u>9/10</u>	<u>Regular</u>
January 1 – March 31	18	16
April 1 – June 30	14	12
July 1 – September 30	10	8
October 1 – December 31	0	0

C. Procedure if Holiday Falls on Saturday or Sunday

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday, except for Christmas Eve which shall be observed on the preceding Friday.

D. Procedure if Christmas Eve Falls on a Friday

When Christmas Eve falls on a Friday, the preceding Thursday shall be observed as the Holiday.

E. Employees Required to Work on Holiday

Non-exempt employees on a 9/80 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at overtime pay rate for actual hours worked, plus nine (9) hours of equivalent time off if the holiday falls on Monday through Thursday and eight (8) hours if the holiday falls on Friday, as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) or nine (9) hour holiday, depending on the day of the week on which the holiday falls, between the dates of July 6 and 12 as determined by their Department Director.

Non Exempt employees on a five 8-hour days per week schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at overtime pay rate for actual hours worked, plus eight (8) hours of equivalent time off as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are entitled on any holiday, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

HOURS OF WORK

Employees shall have a work period with specific hours to be worked as prescribed by the Department Director with the approval of the City Manager.

The City Manager may change an employee's work period, week, or hours at any time to meet the requirements of the City.

To the extent the City Manager determines practicable, unit employees shall be scheduled to work a "4/10 schedule." The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week, plus an unpaid lunch break during each shift that shall last at least one-half (½) hour in duration but shall not exceed one (1) hour in duration, totaling forty (40) hours in each workweek in compliance with Fair Labor Standards Act (FLSA) guidelines. The assigned 4/10 work schedule must be in compliance with the requirements of FLSA. The 4/10 work schedule shall be made available only if it does not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or his/her designee.

ATTENDANCE

Employees shall be in attendance at their workstation in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Director of Administrative Services in the form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City service by the employee. Before the resignation goes into effect, the employee shall be given notice and an opportunity to respond to the City Manager or their designee.

OVERTIME

It is the policy of the City of Los Alamitos to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or necessity requires, any employee may be directed by proper authority to perform overtime work.

A. Work Period

All non-exempt employees, as defined by the Fair Labor Standards Act of 1974, shall be paid at the rate of one and one-half times their regular hourly rate for all hours worked in excess of forty (40) during their designated seven-day work period.

B. Compensatory Time

At the discretion of the employee, overtime may be compensated at either one and one-half times the regular rate of hourly pay or compensatory time earned at the rate of time and one-half. The maximum accumulation of compensatory time shall be 120 hours. Should an employee desire to take compensatory time off, he or she shall file a written request with his Department Director who shall grant the requested time off unless it interferes with normal operational staffing of the Department.

Upon termination of the employee, all compensatory time shall be paid off at the salary rate in effect.

C. Training Time

Attendance at training schools/facilities, which improves the performance of regular tasks and/or prepares the employee for job advancement, is not compensable for hours in excess of regularly scheduled department approved training time. Any time spent in excess of regularly scheduled department approved training time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work even though the employee may be confined to campus or barracks twenty-four (24) hours a day.

Travel time to and from a training facility outside the employee's normal work shift is not compensable hours of work. Mandatory training as required by the Department is compensable for actual time spent in training.

D. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time. Monitoring a radio or other communication device while driving to or from work is not compensable time.

E. Exempt Employees

Employees who have been designated by the City as exempt from the overtime provisions of the Fair Labor Standards Act shall be specified on the City's adopted Salary Schedule. Exempt Employees shall be eligible to receive a maximum of forty (40) hours of Administrative Leave in lieu of overtime. Administrative leave shall not be converted to cash. Administrative leave not used as time off during a calendar year, shall be extinguished and not carried over from year to year. Granting of hours of administrative leave shall be at the discretion of the City Manager.

ATTENDANCE AT COMMISSION MEETINGS

Non-exempt employees who are required to attend Commission meetings that extend

beyond their assigned schedule shall be compensated at the rate of one and one-half times their regular rate of pay for a minimum of two hours.

CALL BACK PAY

Call back duty occurs when an employee is unexpectedly ordered by their Department Director to return to duty following the termination of their normal work shift because of unanticipated work requirements. Call back does not occur when an employee is held over from their prior shift or is working prior to their regularly scheduled shift. An employee called back to duty shall be paid a minimum of four (4) hours compensation at the overtime rate commencing when he or she reports for duty. Any hours worked in excess of four (4) hours shall be compensated at the overtime rate.

STANDBY PAY

Standby duty shall be determined and assigned at the sole discretion of the Public Works Director.

- A. Standby duty shall be defined as time outside of an employee's scheduled work shift when the employee must remain prepared to respond to emergencies or other unplanned events which require prompt attention.
- B. While on such duty, employees shall carry an electronic pager, cellular phone, or other communication device so that they may be alerted to the need to respond to an emergency or urgent situation.
- C. Employees participating in Standby Duty shall be compensated at a rate \$25 per weekday and \$40 per weekend and/or holiday for each twenty four (24) hour period that they spend on said duty.
- D. While performing Standby Duty, employees must respond within a reasonable time following notification of the callback and must have access to transportation at all times.
- E. Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing Standby Duty. All of the provisions of the City of Los Alamitos Alcohol and Drug Use Policy shall apply to employee's participation in Standby Duty.

MONTHLY MEDICAL INSURANCE CONTRIBUTION

Effective during the first pay period following the approval of the Memorandum of Understanding (MOU) by the City Council, the City shall contribute up to one thousand dollars (\$1,000.00) per month per Employee toward the payment of premiums for each affected employee and his/her dependents under the existing health, dental, and optical insurance programs. Said monthly maximum contribution shall increase in \$50.00 increments annually as follows:

January 1, 2012: \$1,050.00
January 1, 2013: \$1,100.00

Any contribution necessary to maintain benefits under any insurance program in excess of the City's monthly contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and optical programs (described below), for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation.

DENTAL PLAN

The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

OPTICAL PLAN

The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

TERM LIFE INSURANCE PLAN

After sixty (60) days on the payroll, the City will provide each employee with term life insurance and accidental life and dismemberment policies. Participation in this plan is mandatory. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000 of coverage. The City shall pay for this coverage.

LONG - TERM DISABILITY PLAN

After sixty (60) days on the payroll, the City will provide each employee with long-term disability coverage based on two-thirds of the monthly salary up to a maximum benefit of \$2,000 per month. Participation in this plan is mandatory. The City shall pay for this coverage.

PHYSICAL EXAMINATION

The City agrees to pay a licensed physician/clinic selected by the City, the fee not to exceed \$370 for a physical examination. Frequency of the examination shall be in accordance with the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Prior to undergoing a physical examination, the employee must make a written request to the City Manager for approval.

RETIREES' MEDICAL INSURANCE

A. Employees Hired Before August 1, 1994

Only those employees who were hired before August 1, 1994, who have provided ten (10) years of service to the City, and who have reached the age of fifty (50) shall be eligible for insurance hereunder. The City shall contribute to the health and dental premium cost for each employee and his or her spouse upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees, hired before January 1, 1997, pursuant to the Monthly Medical Insurance Contribution section above.

The insurance received for ten (10) years of services with the City at age fifty (50) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

B. Employees Hired After August 1, 1994

Only those employees who were hired on or after August 1, 1994, who have provided fifteen (15) years of service to the City, and who have reached the age of fifty-five (55) shall be eligible for insurance hereunder. The City shall contribute to the medical and dental premium cost for each employee and his or her spouse upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees at the employee plus two rate pursuant to the Monthly Medical Insurance Contribution section above.

The insurance received for fifteen (15) years of service with the City at age fifty-five (55) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal or other public-supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

C. Minimum Retiree Medical Contribution

Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law. For 2006 the minimum contribution amount is \$64.60. The January 2007 minimum contribution amount is \$88.80. The January 2008 minimum contribution amount is \$97.00.

EDUCATION REIMBURSEMENT

All bargaining unit employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment,

and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs for the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required; in a pass/fail course, a pass is required; and in a credit/no credit course, a credit is required.

An employee must also submit receipts for tuition expense. This will then be processed through the Finance Department.

RETIREMENT

Retirement benefits are provided for personnel under the 2.7% at 55 Plan of the Public Employees Retirement System, the Level 4 of the 1959 Survivor Benefit and the Pre-Retirement Option 2 Death Benefit.

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level. The City in past years has also paid the employee share of the CalPERS retirement contribution as Employer Paid Member Contribution ("EPMC"). The employee share of PERS retirement cost is 8%. The City shall continue to pay a portion of the employee's share as EPMC as follows:

FOR EMPLOYEES HIRED ON OR BEFORE APRIL 1, 2011: Effective April 1, 2011, and continuing until June 1, 2014, the City shall pay 5/8 of the employee's 8% share and each employee will be responsible for 3/8 of the employee's 8% share. The City shall continue to pay only 5/8 of the employee's share and each employee will continue to be responsible for 3/8 of the employee's share until March 31, 2015.

FOR EMPLOYEES HIRED AFTER APRIL 1, 2011: The City shall pay 4/8 of the employee's 8% share and each employee will be responsible for 4/8 of the employee's 8% share.

At no time during this agreement will the Employee be responsible for any part of the Employer's contribution to the Public Employees Retirement System.

UNIFORM ALLOWANCE

The City shall provide Maintenance Workers, Senior Maintenance Workers, Mechanic, Master Mechanic, Maintenance Foreman, Records Clerk and Records Specialist with a uniform maintenance allowance of \$25.00 per pay period.

CERTIFICATION PAY

Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 1 Certification for automobile maintenance through the National Institute for Automotive Service Excellence (ASE) shall receive additional pay equal to two

percent (2%) of their base salary effective the first pay period following proof of certification. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 2 Certification for automobile maintenance through ASE shall receive additional pay equal to four percent (4%) of base salary effective. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Master Technician Status through ASE shall receive additional pay in an amount equal to 6% of their base salary. Level 1 ASE Certification Pay is based on the passing any two (2) tests as listed below. Eligible tests shall be from either the Automotive Test or Medium/Heavy Truck Test categories. Employees must pass two (2) tests from a single category and may not qualify for certification pay by combining and passing tests from two (2) categories. The list of qualified ASE courses and tests are listed below:

AUTOMOTIVE TESTS:

- A1 - Engine Repair
- A2 – Automatic Trans/Transaxle
- A3 – Manual Drive Train and Axles
- A4 – Suspension and Steering
- A5 – Brakes
- A6 – Electrical/Electronic Systems
- A7 – Heating and Air Conditioning
- A8 – Engine Performance

MEDIUM/HEAVY TRUCK TESTS:

- T1 – Gasoline Engines
- T2 – Diesel Engines
- T3 – Drive Train
- T4 – Brakes
- T5 – Suspension & Steering
- T6 – Electrical/Electronic Systems
- T7 – Heating, Ventilation, & Air Conditioning
- T8 – Preventive Maintenance Inspection

Employees eligible for ASE Certification pay shall not receive an increase in excess of six percent (6%) of base pay regardless of the number of ASE certified courses and tests passed.

Employees shall be responsible for maintaining and keeping current ASE certifications. Employees who do not possess current ASE certifications, as defined above, are not be eligible to receive certification pay.

Persons employed in the Maintenance Worker, Maintenance Foreman and Senior Maintenance Worker position classifications who complete the requirements and achieve NPSI Certified Playground Safety Inspector status shall receive an additional two-percent (2%) of base salary.

The City Manager, or designee, must approve all requests to complete coursework associated with employee eligibility for ASE automotive repair and NPSI playground inspection certificate pay.

SAFETY SHOE ALLOWANCE

The City will allow an annual maximum of \$260 for safety shoes for Maintenance Workers, Senior Maintenance Workers, Mechanic, Master Mechanic, and Maintenance Foreman. The City will select the vendor from which an employee may purchase the safety shoes. Any cost in excess of \$260 will be the responsibility of the employee.

MILEAGE REIMBURSEMENT

Those employees utilizing their own vehicle for City business shall be reimbursed at the rate allowed by the Internal Revenue Service. Employees shall be reimbursed upon the submittal of a reimbursement form with their Department Director approval.

GRIEVANCE PROCEDURE

Grievance shall be defined as any good faith or reasonable complaint of an employee or a group of employees or a dispute between the City and said employee or a group of employees involving the interpretation, application, or enforcement of the Personnel and Policies Manual, Memoranda of Understanding, and Administrative Rules and Regulations Manual; provided, however, complaints involving disciplinary actions, and rejection from probation, are not grievable.

The steps of the grievance procedure are as follows:

- A. Grievances must be discussed with the employee's immediate supervisor, or his/her superior in the event that the employee's problem is with the supervisor, within ten (10) working days of the occurrence of the event-giving rise thereto. The supervisor or his/her superior will attempt to resolve the matter and will, within a reasonable period of time, issue his/her decision on the matter in writing.
- B. If not previously resolved, the employee may, within ten (10) days of receiving the written decision of the employee's supervisor or his/her superior, submit a written request for review by the Department Director. The Department Director shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination within ten (10) working days of receipt of the request and the written decision of the supervisor or his/her superior. (If the grievance was addressed by the department director under Section A., above, the employee may proceed directly to Section C., below.)
- C. If the employee is dissatisfied with the determination of the department head, the employee shall, within ten (10) working days of receipt of the department head's determination, notify the Department Director and the City Manager and/or Personnel Officer of the employee's desire to appeal such determination. Said notice shall be in writing.

- D. The City Manager and/or Personnel Officer, or his/her designee, shall arrange and conduct a meeting between the employee and the Department Director. At such meeting, discussion shall be limited to the issues raised in the initial grievance complaint and an earnest effort shall be made to resolve the problem.
- E. Following the meeting, the City Manager and/or Personnel Officer shall issue a statement of his/her conclusions and findings. The decision of the City Manager and/or Personnel Officer shall be final.

PEACEFUL PERFORMANCE

Apart from, and in addition to, existing legal restrictions on work stoppages, the Association hereby agrees that neither it, nor its officers, agents or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever. In the event of work stoppage or disruption as enumerated above, the Association, its officers, agents, and representatives shall do everything in their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage or disruption as enumerated above, or refusing to perform duly assigned work shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided in this Agreement and/or legal action by the City for redress and/or damages.

The inclusion of this article in this contract shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

CONSTRUCTION

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law, which may cover the topic. For purposes of the reference, law shall include the Federal and California Constitutions and all relevant Federal and California statutes, and all final appellate court decisions on the issue. References contained herein to matters covered by law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing

understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties, hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SAVINGS CLAUSE

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdictions, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

Kenneth Stephens
Mayor
City of Los Alamitos

David Salas
President
Los Alamitos City Employees Association

Approved as to Form:

Attest:

Sandra J. Levin
City Attorney

Adria M. Jimenez
City Clerk

City of Los Alamitos

Agenda Report Discussion Items

April 18, 2011
Item No: 9

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: Steven Mendoza, Director of Community Development

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

Summary: 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).

Recommendation: It is recommended that the City Council approve and authorize 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.

Background

The City of Los Alamitos has regularly obtained CDBG grant funding through the County of Orange. Small cities that want to remain eligible to apply for CDBG funds must enter into a three year agreement with the County of Orange's Urban County Program. The Urban County Program is designed to assist smaller cities in the administration of Community Development Block Grant (CDBG) funds received through HUD. Los Alamitos has participated in the Urban County Program since 1975.

Discussion

The Urban County Program provides federal funds to the County and cities with populations under 50,000 for programs that are targeted towards community development and housing assistance activities. The City has received funds for eligible CDBG programs. It is anticipated that CDBG funds will be integral to completing various public improvements.

The Urban County Program allows the City to pursue a wide range of programs. Specifically, grant funds are transferred from HUD to the County annually for use by participating agencies. These funds may be pursued through competitive grant applications sent to the County.

When grants are awarded, the County acts as a go-between between the City of Los Alamitos and the Federal Government assisting in managing the projects and preparing required reports to HUD. Whether or not the City chooses to seek funding, the County oversees program changes and ensures that participating agencies remain eligible for future funding.

Amendment Two to the current Agreement is attached to this report as Attachment 1. The Amendment modifies the original Agreement to cover Fiscal Years 2012-2014. The Amendment and original Agreement do not have any bearing on the actual amount of funds that the City of Los Alamitos could receive through its participation in the Urban County Program. The City will continue to apply annually through the County's competitive process.

Fiscal Impact

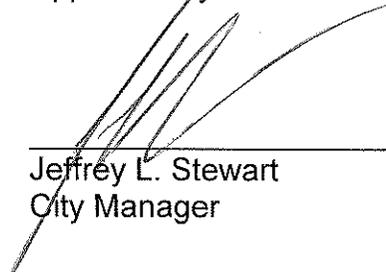
There are no costs to participate in the Urban County Program. Staff costs for project-specific planning, engineering, and environmental work would be included in grant requests made to the County. Those applications are in November and December.

Submitted By:



Steven Mendoza
Director of Community Development

Approved By:



Jeffrey L. Stewart
City Manager

*Attachments: 1. Amendment Two to Cooperation Agreement
2. 2008 Amendment One to Cooperation Agreement
3. 2005 Cooperation Agreement*

**SECOND AMENDMENT TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF LOS ALAMITOS**

This Amendment Number Two (hereinafter "Amendment Two") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF LOS ALAMITOS, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2011, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and,

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and,

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-08-04 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD; and,

WHEREAS, County sent City a letter notifying City of such renewal on March 25, 2011; and,

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County; and,

WHEREAS, the Parties desire to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 2 of the Original Agreement is amended in its entirety as follows:

COUNTY shall have the authority to carry out activities, which will be funded from annual CDBG or HOME Program funds appropriated for Federal Fiscal Years 2012-2013, 2013-2014 and 2014-2015 and from any program income generated from the expenditure of such funds.

2. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Program Years 38, 39 and 40 (Fiscal Years 2012-2013, 2013-2014 and 2014-2015, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either party before June 30, 2015, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

3. Section 10 shall be added to Agreement to read:

In accordance with HUD Notice CPD 10-02, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (i.e. from July 1, 2012 to June 30, 2015) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period, COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period.

4. Section 24., is amended by deleting "Fiscal Years 2006-2007, 2007-2008 and 2008-2009" and inserting "2012-2013, 2013-2014 and 2014-2015".
5. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Agreement to be executed by the Director of the OC Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

City of Los Alamitos, a municipal Corporation in the State of California

ATTEST:

By: _____
 Jeffrey L. Stewart
 City Manager
 Date: _____

By: _____
 Adria M. Jimenez, CMC
 City Clerk
 Date: _____

COUNTY OF ORANGE, a political Subdivision of the State of California
 By: _____
 Steve Franks, Director
 OC Community Resources
 Date: _____

ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: _____

Date: _____

EXHIBIT A
Cooperation Agreement "Small-City"

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**AMENDMENT ONE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF LOS ALAMITOS**

This Amendment Number One (hereinafter "Amendment One") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF LOS ALAMITOS, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of JULY 16, 2008, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-08-04 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on MAY 2, 2008;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, Section 10 of the Original Agreement allows for an additional three year extension of said Agreement upon mutual agreement of both Parties; and

WHEREAS, the Parties desire to amend the Original Agreement at this time in the manner set forth herein;

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 9 of the Original Agreement shall read, as amended, in its entirety as follows:

This Agreement shall cover Program Years 35, 36 and 37 (Fiscal Years 2009-2010, 2010-2011 and 2011-2012, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this agreement be terminated by either party before June 30, 2012, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

2. Section 10 of the Original Agreement shall be deleted in its entirety.
3. All other provisions of the Original Contract, a copy of which is attached hereto as Exhibit A and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.

ATTACHMENT A
Cooperation Agreement "Small-City"

(This page intentionally left blank)

COOPERATION AGREEMENT

THIS AGREEMENT is entered into this First day of July, 2005
 BY AND BETWEEN

CITY OF LOS ALAMITOS, a municipal
 Corporation, hereinafter referred to as CITY,

AND

COUNTY OF ORANGE, a political
 subdivision of the State of California and
 recognized Urban County under the Federal
 Housing and Community Development Act
 of 1974 (Public Law 93-383), as amended,
 hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, hereinafter referred to as ACT, makes available to the COUNTY as an Urban County, and to cities under 50,000 in population, grants through the Community Development Block Grant Program (hereinafter referred to as "CDBG"), and the HOME Investment Partnership Program (hereinafter referred to as "HOME"), and any subsequent United States Department of Housing and Urban Development (hereinafter referred to as "HUD") Program which may become available to the COUNTY to be used for eligible housing and community development activities; and

WHEREAS, the ACT requires such cities and the COUNTY to enter into cooperation agreements in order for the cities to be included as part of the Urban County CDBG and HOME Programs; and

WHEREAS, the COUNTY and CITY desire to cooperate to undertake, or assist in undertaking, community development and lower income housing assistance activities, which might include, but are not limited to, (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing, (2) direct rehabilitation of or financial

1 assistance to housing, (3) low rent housing activities, (4) disposition of land to private developers
2 for appropriate redevelopment, and (5) condemnation of property for low income housing

3 NOW, THEREFORE, the parties agree as follows:

4 1. This Agreement shall constitute a cooperation agreement between the parties
5 within the meaning of Section 102 (a)(b) of the ACT. The parties agree to cooperate to
6 undertake, or assist in undertaking, activities which might include, but are not limited to, (1)
7 acquisition of property for disposition for private reuse, especially for low- and moderate-income
8 housing, (2) direct rehabilitation of or financial assistance to housing, (3) low rent housing
9 activities, (4) disposition of land to private developers for appropriate redevelopment, and (5)
10 condemnation of property for low income housing-community.

11 2. COUNTY shall have the authority to carry out activities, which will be funded
12 from annual CDBG or HOME Program funds appropriated for Federal Fiscal Years 2006-2007,
13 2007-2008, and 2008-2009 and from any program income generated from the expenditure of such
14 funds.

15 3. COUNTY shall have final responsibility for selecting activities and annually filing
16 the grant application (i.e. Annual Action Plan) with HUD. In the preparation of said application,
17 COUNTY shall give due consideration to CITY's analysis of community development needs and
18 proposed activities.

19 4. COUNTY certifies that it is following an adopted Consolidated Plan as required by
20 24 CFR Part 91 and 24 CFR Part 570.306.

21 5. Since HUD will not accept an Agreement including a provision for veto or other
22 restriction which would allow any party to obstruct implementation of the Consolidated Plan,
23 both COUNTY and CITY shall attempt to fulfill housing goals established by the HUD approved
24 Consolidated Plan for the period of this Agreement.

25 6. CITY acknowledges that it has adopted and is enforcing:

26 a. A policy prohibiting the use of excessive force by law enforcement agencies
27 within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
28 and

29 b. A policy of enforcing applicable State and local laws against physically barring
30 entrance to or exit from a facility or location which is the subject of such non-violent civil rights
31 demonstrations within jurisdictions.

1 7. COUNTY and CITY agree to take all actions necessary to ensure compliance with
2 the Urban County's certification required by Section 104 (b) of Title I of the Housing Community
3 Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the
4 Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of
5 1974, and other applicable laws. Failure by CITY to comply with these provisions or to
6 affirmatively further fair housing within its own jurisdiction or CITY action which impedes the
7 COUNTY's actions to comply with the COUNTY's fair housing certification, which may
8 constitute noncompliance with the Urban County CDBG and HOME Programs, which may cause
9 funding sanctions or other remedial actions by HUD and/or COUNTY.

10 8. In the event COUNTY's Urban County application is approved by HUD,
11 COUNTY shall contract with the CITY to utilize any such grant funds received from HUD which
12 are attributable to activities administered by CITY, unless another form of allocation is required
13 by HUD.

14 9. This Agreement shall cover Program Years 32, 33 and 34 (Fiscal Years 2006-
15 2007, 2007-2008 and 2008-2009, respectively) of CDBG and HOME program applications,
16 including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this
17 agreement be terminated by either party before June 30, 2009, except as allowed in legislation
18 enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and
19 as permitted by HUD.

20 10. In accordance with HUD Notice CPD 05-01, this agreement will be automatically
21 extended for an additional three (3) year period (i.e. from July 1, 2009 to June 30, 2012) unless
22 COUNTY or CITY provides written notice that it elects not to participate in a new qualification
23 period. COUNTY shall notify CITY in writing of its right not to participate no later than the date
24 specified in HUD's Urban County Qualification Notice for the next qualification period.

25 11. CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be
26 required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June
27 30, 2009. The COUNTY will notify CITY of its right to terminate its participation in the program
28 based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any
29 such amendment, this automatic renewal provision herein will be void.

30 12. The eligible activities to be undertaken during the term of this Agreement will be
31 chosen by CITY from those authorized by HUD Rules and Regulations governing the CDBG and

1 HOME Programs and any regulations which may be applicable to future Supplemental Federal
2 Programs.

3 13. The parties agree to comply with the requirement(s) of the CDBG and HOME
4 Programs, including laws and policies applicable to said Programs.

5 14. CITY acknowledges by its execution of CDBG and HOME cooperation
6 agreement(s) the included unit of general local government it:

7 a. May not apply for grants from appropriations under the Small Cities or State
8 CDBG Programs for fiscal years during the period in which it participates in the COUNTY'S
9 CDBG program and;

10 b. May not participate in a HOME consortium except through the Urban County,
11 regardless of whether the Urban County currently received a HOME formula allocation.

12 c. May not terminate or withdraw from the Cooperation Agreement while it
13 remains in effect until the CDBG and HOME funds and income received with respect to the
14 three-year qualification period (and any successive qualification periods under agreements that
15 provide for automatic renewals) are expended and the funded activities completed.

16 15. a. CITY must inform COUNTY, through periodic reports requested by COUNTY,
17 of any income generated by the expenditure of Program funds received by the CITY. Pursuant to
18 applicable federal requirements, such program income must be paid to the COUNTY. CITY may
19 retain such program income only if agreed upon by COUNTY and used exclusively for eligible
20 activities as determined by the COUNTY and in accordance with all CDBG and HOME Program
21 requirements as may then apply.

22 b. CITY shall keep and maintain appropriate records on the use of program income
23 as required by COUNTY as the COUNTY has the responsibility of monitoring and reporting
24 program income to HUD.

25 c. In the event of close-out or change in status of CITY, any program income at that
26 time or received subsequent to the close-out or change in status shall be paid by CITY to the
27 COUNTY within ninety (90) days after the expiration of the term of this Agreement.

28 16. a. Any proposed modification or change of use of any real property acquired or
29 improved in whole or in part by the CITY using CDBG funds (from the use planned at the time of
30 acquisition or improvement), including disposition, must be reported by CITY to the COUNTY.

1 COUNTY may approve the proposed modification or change of use. CITY shall not implement
2 the modification or change in use without COUNTY approval.

3 b. Should the disposition, sale or transfer of such real property acquired or
4 improved in whole or in part using CDBG or HOME Program funds result in a use which does not
5 qualify under CDBG or HOME Program regulations, the CITY shall reimburse COUNTY in the
6 amount equal to the then current fair market value of the property (less any portion thereof
7 attributable to expenditure of non-CDBG/HOME funds).

8 c. Any program income generated from the disposition, transfer or sale of such
9 property prior to or subsequent to the close-out, change of status or termination of the cooperation
10 agreement between the COUNTY and CITY may be either used by CITY for other specific
11 eligible activities in the CITY or paid to the COUNTY for other eligible Urban County activities,
12 as determined in advance of the expenditure at the discretion of the COUNTY.

13 17. a. CITY shall indemnify, hold harmless, and defend with counsel approved in
14 writing by COUNTY, its officers, agents and employees against all liability, claims, losses,
15 demands and actions for injury to or death of persons or damage to property arising out of or
16 alleged to arise out of or in consequence of this Agreement including attorneys' fees, provided
17 such liability, claims, demands, losses or actions are due to the acts or omissions of CITY, its
18 officers, agents or employees in the performance of this Agreement, including any activities
19 conducted by CITY under its application.

20 b. In addition, CITY shall indemnify, defend with counsel approved in writing by
21 COUNTY, and hold harmless COUNTY against any liability, claims, losses, demands, and actions
22 including attorneys' fees incurred by COUNTY as a result of a determination by HUD that
23 activities undertaken by CITY under CITY's application failed to comply with any laws,
24 regulations, or policies applicable thereto or that any funds forwarded to CITY under this
25 Agreement were improperly expended.

26 c. The provisions of Section 2778 of the California Civil Code, as said section
27 exists on the effective date of this Agreement, shall be applicable to the above indemnification
28 provisions. Transmittal to CITY of any pleadings served upon COUNTY shall be deemed to be a
29 request to defend.

30 18. a. COUNTY shall indemnify, hold harmless and defend with counsel approved in
31 writing by CITY, its officers, agents and employees against all liability, claims, losses, demands

1 and actions for injury to or death of persons or damage to property arising out of or alleged to arise
2 out of or in consequence of this Agreement, provided such liability, claims, demands, losses or
3 actions are due to the acts or omissions of COUNTY, its officers, agents or employees in the
4 performance of this Agreement, including any activities conducted by COUNTY under its
5 application.

6 b. In addition, COUNTY shall indemnify, defend with counsel approved in
7 writing by CITY, and hold harmless CITY against any liability, claims, losses, demands, and
8 actions including attorneys' fees incurred by CITY as a result of a determination by HUD that
9 activities undertaken by COUNTY under COUNTY's application failed to comply with any laws,
10 regulations, or policies applicable thereto or that any funds forwarded to COUNTY under this
11 Agreement were improperly expended.

12 c. The provisions of Section 2778 of the California Civil code, as said section exists
13 on the effective date of this Agreement, shall be applicable to the above indemnification
14 provisions. Transmittal to COUNTY of any pleadings served upon CITY shall be deemed to be a
15 request to defend.

16 19. COUNTY shall have the right to periodically audit CITY's records to determine
17 compliance with this Agreement.

18 20. CITY shall forward to COUNTY a copy of each annual audit of the CITY
19 conducted by an independent public auditor during the period of this Agreement as soon as the
20 audit report becomes available. COUNTY shall have the right to ensure that necessary corrective
21 actions are made by CITY for any audit findings pertinent to CITY handling of CDBG Program
22 funding pursuant to federal requirements.

23 21. No CDBG or HOME Program funds shall be expended on any activity, which does
24 not affirmatively further fair housing goals within CITY.

25 22. Pursuant to 24 CFR Part 570.501(b) of CDBG and 24 CFR Part 92.504 of HOME
26 program regulations, CITY is subject to all requirements applicable to subrecipients, including the
27 requirement of a written agreement set forth in 24 CFR Part 570.503 of CDBG and 24 CFR Parts
28 92.505-509 of HOME program regulations.

29 23. This Cooperation Agreement shall apply to any supplemental program which
30 HUD makes available through the CDBG or the HOME Programs.

1 24. CITY may void this Agreement only if it submits to COUNTY on or before July
2 08, 2005 the notification from HUD that CITY has qualified as a "Metropolitan City" or an
3 "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2006-
4 2007, 2007-2008, 2008-2009. Upon such notification by HUD, CITY also must submit to
5 COUNTY and HUD written notification of its decision to either remain in the Urban County
6 Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.

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IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its Mayor/City Manager and attested by its City Clerk; COUNTY has caused this Agreement to be executed by the Director of the Housing and Community Services Department; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

City of Los Alamitos a municipal Corporation in the State of California
By: [Signature]
Name: Kenneth C. Parker
Title: Mayor
Date: 6-20-05

ATTEST:
By: [Signature]
Name: Susan C. Vanderpool
Title: City Clerk
Date: 6-20-05

APPROVED TO AS FORM:
By: [Signature]
Name: Dean Derleth *for*
Title: City Attorney
Date: 6/28/05

COUNTY OF ORANGE, a political subdivision of the State of California
By: [Signature]
Paula Burrier-Lund, Director
Housing and Community Services Department
Date: 6/30/05

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ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: [Signature] Date: 7/1/05