

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING MONDAY, December 5, 2011 – 7:00 p.m.

NOTICE TO THE PUBLIC

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **PLEDGE OF ALLEGIANCE**

Council Member Kusumoto

4. **INVOCATION**

Mayor Pro Tem Edgar

5. **PRESENTATIONS**

A. Presentation by Michael Murray, Verizon Representative, regarding an update on FIOS

6. ORAL COMMUNICATIONS

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

7. REGISTER OF MAJOR EXPENDITURES

December 5, 2011.

Roll Call Vote

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

8. CONSENT CALENDAR

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

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

A. Approval of Minutes (City Clerk)

1. Approve Minutes of the Regular Meeting – November 21, 2011.
2. Approve Minutes of the Special Meeting – November 28, 2011.

B. Warrants (Finance)

December 5, 2011.

C. Award for the Construction of Laurel Park Rehabilitation (CIP No. 10/11-04) (Public Works)

On November 17, 2011, construction bids for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04) were publicly opened. After a thorough review of all bids submitted, staff determined the bid submitted by America West Landscaping, Inc. to be the lowest responsible bid, in the total bid amount of \$189,073.64.

Recommendations:

1. Award the construction of Laurel Park Rehabilitation (CIP No. 10/11-04) to America West Landscaping, Inc.; and,
2. Authorize the Mayor to execute the contract for the project; and
3. Authorize staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$18,907, which is 10% of the original contract amount.

D. Consideration of Timing Bids for Race on the Base (Comm. Serv.)

This report recommends City Council enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2012 Race on the Base.

Recommendation: To authorize the City Manager to enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2012 Race on the Base.

- E. Employment Agreement – City Manager (Angela C. Avery) (Admin)**
The attached agreement outlines terms and conditions of a new employment agreement with City Manager appointee Angie Avery.

Recommendation: Approve the attached Employment Agreement between the City and Angela C. Avery.

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

9. PUBLIC HEARING

- A. Community Development Block Grant (CDBG) Project List for Fiscal Year 2012-13 (Community Development)**

This report sets forth a recommended project list for Fiscal Year 2012-2013 of the County's Community Development Block Grant (CDBG) program and approval of the City's participation in the program which may be due in December 2011.

Recommendation:

1. Open public hearing and accept comments regarding proposed CDBG projects; and,
2. Adopt Resolution No. 2011-24 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE"; and,
3. Direct staff to prepare applications for submittal to the County of Orange; and,
4. Authorize the City Manager to execute all CDBG program documents for Fiscal Year 2012-2013 and appropriate amendments, if any, as they become available.

10. DISCUSSION ITEMS

- A. Council Position Regarding the Ground Water Replenishment System Expansion (Community Development)**

On November 21, 2011, Board Members of the Orange County Water District presented information to the City Council regarding of the Ground Water Replenishment System. At the meeting, resolutions and letters expressing support for Orange County Water District's Groundwater Replenishment System initial expansion were requested from the City.

Recommendation:

1. Review and discuss; and, if appropriate,
2. Adopt Resolution 2011-23, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, EXPRESSING SUPPORT FOR THE GROUNDWATER REPLENISHMENT SYSTEM INITIAL EXPANSION"; and,
3. Authorize the Mayor to execute a letter of support for the Groundwater Replenishment System and forward such to Orange County Water District.

- B. Consideration and Possible Action of Retaining Probolsky Research, LLC for the Purpose of Conducting a Community Survey (Com Dev)**
Staff has obtained a proposal from Probolsky Rsearch, LLC for the purpose of conducting a community telephone survey. It is recommended that the City Council authorize the City Manager to execute a professional services agreement with the firm in an amount not to exceed \$14,900.00

Recommendation:

1. Authorize the City Manager to execute an agreement with Probolsky Research in an amount not to exceed \$14,900.00; or,
2. Alternately, discuss and take other action related to this item.

11. MAYOR AND COUNCIL INITIATED BUSINESS

A. City Council Reorganization

The Los Alamitos Municipal Code specifies the annual reorganization of the City Council. The reorganization is generally conducted during the first meeting in December. However, due to the scheduled absence of a member of the City Council, staff recommends that no action be taken and that the issue be rescheduled for the regular meeting of December 19, 2011, when the entire City Council is scheduled to be in attendance.

Recommendation: Reschedule the reorganization of the City Council to the regular meeting of December 19, 2011.

B. Council Announcements

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

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

12. ITEMS FROM THE CITY MANAGER

13. CLOSED SESSION

Conference with Legal Counsel

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

A. Existing Litigation (G.C. 54956.9(a))

Name of Case: City of Los Alamitos vs. Citizens for a Fair Trash Contract

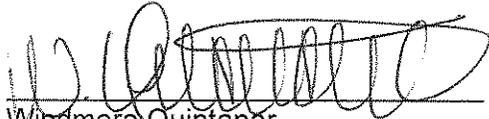
Case Number: Orange County Superior Court Case #00420414

Authority: Government Code Section 54956.9(a)

14. ADJOURNMENT

The next meeting of the City Council is scheduled for Monday, December 19, 2011, in the City Council Chambers.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: Los Alamitos City Hall, 3191 Katella Ave.; Los Alamitos Community Center, 10911 Oak Street; and, Los Alamitos Museum, 11062 Los Alamitos Blvd.; not less than 72 hours prior to the meeting.



Windmera Quintanar
Department Secretary

Date 12/11/11

CITY OF LOS ALAMITOS
Register of Major Expenditures
December 5, 2011

Pages:

01	\$ 61,888.65	Major Warrants	12/05/2011
	\$ 139,922.02	Payroll	11/25/2011
	\$ 144,996.70	Payroll Benefits	11/25/2011

Total \$ 346,807.37

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 Director.



this 30th day of November, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES	GENERAL FUND	BUILDING INSPECTION	9,187.23
	NPDES INSPECTIONS	GENERAL FUND	NPDES	2,734.00
	TOTAL:			11,921.23
STATE OF CALIFORNIA	ELECTRIC	GENERAL FUND	AQUATICS	16,979.54
	ESPC	GENERAL FUND	AQUATICS	132.50
	GAS	GENERAL FUND	AQUATICS	3,130.42
	WATER	GENERAL FUND	AQUATICS	2,005.75
	SEWER	GENERAL FUND	AQUATICS	1,663.67
	QUARTERLY A/C MAINTENANCE	GENERAL FUND	AQUATICS	33.33
	4TH OF JULY INSPECTION	GENERAL FUND	SPECIAL EVENTS	560.00
TOTAL:			24,505.21	
WATERSHED CONSERVATION AUTHORITY	COYOTE CREEK MANAGE FEE	RIVERS/MTNS. CONSERVANCY	CAPITAL PROJECTS	25,462.21
TOTAL:			25,462.21	

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===== FUND TOTALS =====
10  GENERAL FUND                36,426.44
41  RIVERS/MTNS. CONSERVANCY    25,462.21
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GRAND TOTAL:                    61,888.65
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MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – November 21, 2011

1. CALL TO ORDER

The City Council met in Regular Session at 7:00 p.m., Monday, November 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
Sandra J. Levin, City Attorney
Todd Mattern, Police Chief
Steven Mendoza, Community Development Dir.
Angie Avery, Community Services Director
Anita Agramonte, Finance Director
Dave Hunt, City Engineer
Windmera Quintanar, Department Secretary

3. PLEDGE OF ALLEGIANCE

Council Member Graham-Mejia led the Pledge of Allegiance.

4. INVOCATION

Council Member Poe gave the Invocation.

5. PRESENTATIONS

A. Presentation by Orange County Water District Representative regarding an update on the Groundwater Replenishment System Expansion

Phil Anthony, OCWD Board of Director Chair, gave an introduction of the project and introduced Michael Marcus, General Manager. Mr. Marcus gave a power point presentation and answered questions from the Council.

6. ORAL COMMUNICATIONS

Mayor Stephens opened Oral Communications.

JM Ivler, resident, gave a timeline regarding the formation of Citizens for a Fair Trash Contract and requested the City Manager forward his complaint to City Prosecutor.

Jody Shloss, resident, stated appreciation for the Orville Lewis Park fence, requested information regarding stipends for Council appointments be included on the website, stated support for the Groundwater Replenishment System

project, and requested clarification regarding Mayor Pro Tem Edgar's Orange County Sanitation District vote on pay increases.

Mayor Stephens closed Oral Communications.

7. REGISTER OF MAJOR EXPENDITURES

November 21, 2011.

Motion/Second: Edgar/Graham-Mejia

Unanimously Carried: The City Council approved the November 21, 2011, Major Expenditures in the amount of \$321,155.29

Roll Call Vote

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

8. CONSENT CALENDAR

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

Council Member Graham-Mejia pulled Item 8A.

Motion/Second: Poe/Edgar

Unanimously Carried: the City Council approved the following Consent Calendar items:

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

B. Warrants (Finance)

The City Council approved the November 21, 2011, Warrants in the amount of \$ 44,465.91.

C. Approval of Plans and Specifications and Authorization to Bid for Via El Mercado Street Improvements and Capital Improvement Project (CIP) Update

This report recommended actions to begin facilitating the construction of Via El Mercado Street Improvements and provides a CIP update.

The City Council:

1. Approved the plans and specifications for the construction of Via El Mercado Street Improvements; and,
2. Authorized staff to advertise and solicit bid proposals; and,
3. Received and filed CIP update.

- D. **Consideration of Options Regarding Award of Waste hauling Franchise and Second Reading and Adoption of Ordinance No. 11-10 – Amending Sections 2.60.130 and 8.12.015 of the Los Alamitos Municipal Code and Adding section 2.60.140 related to Award of Services contracts, Including Franchise Agreements for Solid Waste Collection Services (City Manager)**
Staff recommended continuing the time to a future city Council meeting.

The City Council approved continuance to a future City Council meeting as the staff report was not ready at the time of posting the agenda.

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

- A. **Approval of Minutes (City Clerk)**
1. Approve Minutes of the Special Meeting – November 7, 2011.
2. Approve Minutes of the Regular Meeting – November 7, 2011.

Council Member Graham-Mejia noted for the record she believed the minutes were incomplete and were not of use historically for future Councils because they were sparse in content.

Council Member Kusumoto referred to Item A2, page 7, and requested his statement end at "CJPIA Risk Forum."

Motion/Second: Poe/Kusumoto
Carried 3/2 (Graham-Mejia and Edgar cast the dissenting votes): The City Council:

1. Approved the minutes of the Special Meeting of November 7, 2011.
2. Approved the minutes of the Regular Meeting of November 7, 2011.

9. DISCUSSION ITEMS

- A. **Consideration of City Council Holiday Meeting Schedule (City Manager)**
Due to the holiday season, it is prudent to consider the City Council meeting schedule for January 2012.

City Manager Stewart summarized the staff report referring to the information contained therein and answered questions from the City Council. He stated due to the holiday, the Council Meeting up for consideration was January 3, 2012.

Mayor Pro Tem Edgar inquired what items would be on the December 5, 2011, meeting as Council Member Poe would be out of town. City Manager Stewart stated the two big items would be the trash contract and reorganization of City Council.

Motion/Second: Graham-Mejia/Kusumoto
Unanimously Carried: The City Council:

1. Canceled the January 3, 2012 City Council Meeting; and,
2. Authorized staff to issue advance warrants as deemed necessary to conduct the City's business.

B. Governmental Accounting Standards Board Statement No. 54 fund balance classifications

This staff report was presented to provide information to the City Council on the new GASB 54 reporting standard, and to formally adopt the City's definitions of reported fund balances.

Finance Director Agramonte summarized the staff report referring to the information contained therein and answered questions from the City Council.

Council Member Kusumoto inquired about classifications for the reserve policy. City Manager Stewart indicated that should be addressed at mid-year budget review.

Motion/Second: Edgar/Poe

Unanimously Carried: The City Council adopted GASB Statement 54 fund balance classification Resolution No. 2011-22, and the fund balance classification policy.

C. Selection of City Representative on the Orange County Vector Control District Board of Directors (City Manager)

Attached is a letter from the Orange County Vector Control District indicating that the term for the current City representative on the Board of Directors is expiring on December 31, 2011. The Vector Control District is requesting that the City reappoint the current representative or appoint a successor to the Board for a term of either two or four years.

City Manager Stewart summarized the staff report referring to the information contained therein and answered questions from the City Council.

Council Member's Poe and Graham-Mejia stated interest.

Mayor Pro Tem Edgar stated no interest and supported delegating a seated Council Member.

Mayor Stephens stated no interest.

Council Member Kusumoto inquired if there was a stipend. City Manager Stewart answered in the affirmative.

Council Member Kusumoto nominated Council Member Graham-Mejia for the Orange County Vector Control District Board of Directors position.

Council Member Poe and Graham-Mejia supported appointment of a two year term.

Council Member Graham-Mejia clarified eligibility to vote due to the stipend. She then seconded Council Member Kusumoto's motion.

Mayor Pro Tem requested further discussion and stated the importance of regular updates from the delegate.

Council Member Poe and Graham-Mejia gave their reasons for interest in the position.

Council Member Kusumoto reaffirmed his nomination for Council Member Graham-Mejia.

Council Member Graham-Mejia withdrew her second due to the stipend.

Motion/Second: Kusumoto/Stephens

Failed 2/2 (Graham-Mejia abstained): Motion was to nominate Council Member Graham-Mejia for the Orange County Vector Control District Board of Directors position.

Mayor Pro Tem Edgar nominated Council Member Poe for the Orange County Vector Control District Board of Directors position.

Council Member Poe withdrew her interest in the position.

Motion/Second: Edgar/Stephens:

Carried 4/0 (Council Member Graham-Mejia abstained): The City Council appointed Council Member Graham-Mejia to serve on the Orange County Vector Control District Board of Directors position for a term of two years.

10. MAYOR AND COUNCIL INITIATED BUSINESS

A. Conference and Meeting Report – California Joint Powers Insurance Authority Annual Risk Forum (W. Kusumoto)

I attended the California Joint Powers Insurance Authority Annual Risk Forum Indian Wells from October 26-28, 2011 where information and training was provided. The cost of this training was covered by the JPIA.

Council Member Kusumoto summarized the staff report referring to the information contained therein and answered questions from the City Council.

The City Council discussed paying into the reserves, liability, and social media.

The City Council received and filed the report.

Council Announcements

Mayor Pro Tem Edgar responded to Ms. Shloss' request and stated his rationale for changing his vote from yes to no was due to an opportunity for pension reform. He reported attendance at the State of the City Lunch and ACC-OC City Selection meeting. He recommended Council take a consistent approach in regards to supporting the GWRS Initial Expansion.

Mayor Stephens reported attendance at the following events: 1) Eagle Scout Ceremony; 2) OCFA Board of Directors Meeting; 3) OCFA Budget and Finance Committee Meeting; and, 4) State of the City Lunch. He thanked Council Member Poe for attending DaVita's Grand opening and thanked staff for insuring McDonald's quick reopening.

Council Member Graham-Mejia reported attendance at the State of the City Lunch and inquired what needed to be done to get stipend information on the website. City Manager Stewart indicated it would be done.

Council Member Graham-Mejia asked for more information regarding Johnny Reb's involvement with the Race on the base. Community Services Director Avery gave a brief explanation of the in-kind services that would be provided during the Race and the discount available to past and present race participants.

Council Member Graham-Mejia stated Community Services was offering an "I" class. She indicated she supported the GWRS Initial Expansion project, but did not support increased rates at this time.

Council Member Kusumoto congratulated the Los Alamitos High School Girls Volleyball team for winning the Division 1A Championships. He reported attendance at the State of the City Lunch. He expressed interest in looking at solar panels from a City policy standpoint and inquired if the City was whole in terms of being reimbursed for legal fees associated with lawsuit regarding the trash contract. City Attorney Levin responded in the affirmative.

Council Member Poe reported attendance at the DaVita Grand Opening, congratulated the Girls Volleyball team, and inquired about Christmas decorations. City Manager Stewart recommend discussing decorations at the mid-year budget review due to the timing and associated cost.

The Council briefly discussed solar energy.

Council Member Graham-Mejia supported holiday decorations and suggested a tree lighting ceremony for the community.

Council Member Poe stated as part of Picnic at the Plaza, there would be holiday events at St. Isidore Plaza on December 8th and 15th.

11. ITEMS FROM THE CITY MANAGER

None.

12. CLOSED SESSION

Conference with Legal Counsel

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

A. **Public Employment**

Title: City Manager/Interim City Manager
Authority: Government Code Section 54957

B. **Existing Litigation (G.C. 54956.9(a))**

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)

The City Council recessed into Closed Session at 8:37 p.m.

The City Council reconvened in Regular Session at 11:54 p.m.

No reportable action was taken.

13. ADJOURNMENT

Mayor Stephens adjourned the City Council Meeting at 11:55 p.m. The next meeting of the City Council is scheduled for Monday, December 5, 2011, in the City Council Chambers.

Kenneth Stephens, Mayor

ATTEST:

Windmera Quintanar, Department Secretary

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – November 28, 2011

1. CALL TO ORDER

The City Council met in Special Session at 7:00 p.m., Monday, November 28, 2011, in the Council Chambers, 3191 Katella Avenue, Mayor Stephens presiding.

The Mayor announced that item 4.C regarding existing litigation was being pulled from the agenda.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Jeffrey L. Stewart, City Manager
Sandra Levin, City Attorney

3. ORAL COMMUNICATIONS

JM Ivler expressed his views regarding potential City Manager salary, the expense of current litigation and his disagreement with legal advice provided by the City Attorney.

Dave Emerson spoke of support for Council Member Graham-Mejia's recent appointment to the OC Vector Control District, the need to compromise on difficult political issues, and his recommendation to negotiate an end to current litigation.

4. CLOSED SESSION

A. Public Employment/Appointment

Title: City Manager/Interim City Manager
Authority: Government Code Section 54957

B. Conference with Labor Negotiator

City/Agency Negotiator: Jeffrey L. Stewart, City Manager
Unrepresented Employee: City Manager/Interim City Manager
Authority: Government Code Section 54957.6

City Council recessed into closed session at 7:16 p.m. to discuss items A and B.

City Council reconvened at in regular session at 9:06 p.m.

No reportable action was taken.

C. [CANCELLED] Existing Litigation (G.C. 54956.9(a))

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)

5. ADJOURNMENT

Mayor Stephens adjourned the City Council Meeting at 9:07 p.m. The next meeting of the City Council is scheduled for Monday, December 5, 2011, in the City Council Chambers.

Kenneth Stephens, Mayor

ATTEST:

Jeffrey L. Stewart, City Clerk

CITY OF LOS ALAMITOS
A/P Warrants**December 5, 2011****Pages:**

01-06	\$ 43,035.14	A/P Warrants	12/05/2011
	1,739.04	Retiree Benefits	12/05/2011
Total	<u>\$ 44,774.18</u>		

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 Director.



this 30th day of November, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL AMERICAN OFFICIALS	ASSIGNING SERVICES	GENERAL FUND	SPORTS	150.00
	ASSIGNING SERVICES	GENERAL FUND	SPORTS	50.00
			TOTAL:	200.00
AMERICAN RENTALS	RENT STUMP GRINDER	GENERAL FUND	PARK MAINTENANCE	149.69
			TOTAL:	149.69
ANDERSON ELECTRICAL & LIGHTING SERVICE	ELECTRICAL REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	874.25
			TOTAL:	874.25
ARC IMAGING RESOURCES	BLUEPRINTS	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	99.88
			TOTAL:	99.88
ART INNOVATORS	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	355.20
			TOTAL:	355.20
AT & T	BILL CYCLE 11/19-12/18	GENERAL FUND	COMMUNICATIONS TECHNOL	357.18
			TOTAL:	357.18
BARBARA BANNERMAN	INSTRUCTOR - YOGA	GENERAL FUND	SPECIAL CLASSES	809.25
	INSTRUCTOR - YOGA	GENERAL FUND	SPECIAL CLASSES	701.35
			TOTAL:	1,510.60
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	70.54
			TOTAL:	70.54
CALIFORNIA PARK & REC SOCIETY	MEMBERSHIP DUES	GENERAL FUND	RECREATION ADMINISTRAT	470.00
			TOTAL:	470.00
CAMERON WELDING	WELDING GAS	GARAGE FUND	GARAGE	62.11
	TOOLS & SUPPLIES	GARAGE FUND	GARAGE	352.91
			TOTAL:	415.02
COP WARE, INC.	CA CODE SITE LICENSE	GENERAL FUND	POLICE ADMINISTRATION	215.00
			TOTAL:	215.00
DAPEER, ROSENBLIT & LITVAK, LLP	MUNI CODE ENFORCE	GENERAL FUND	NEIGHBORHOOD PRESERVAT	1,540.54
			TOTAL:	1,540.54
DECKSIDE POOL SERVICE	POOL MAINTENANCE	GENERAL FUND	AQUATICS	1,290.00
			TOTAL:	1,290.00
DOOLEY ENTERPRISES, INC.	AMMUNITION	GENERAL FUND	PATROL	422.38
			TOTAL:	422.38
DURATECH USA, INC.	RUGGED NOTEBOOK COMPUTERS	ASSET SEIZURE	POLICE ADMINISTRATION	7,279.52
			TOTAL:	7,279.52
FEDEX	SHIPPING	GENERAL FUND	CITY COUNCIL	25.02
	SHIPPING	GENERAL FUND	CITY COUNCIL	28.97
			TOTAL:	53.99
CARRI FOX	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	16.80
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	10.50
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	240.80
			TOTAL:	268.10

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ZANAHL LUMBER COMPANY	CONCRETE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	34.39
	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	10.54
	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	1.93
	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	1.93
	EXTENSION CORD	GENERAL FUND	BUILDING MAINTENANCE	10.76
	TAPE & SCREWS	GENERAL FUND	BUILDING MAINTENANCE	7.49
	HARDWARE	GENERAL FUND	BUILDING MAINTENANCE	8.58
	MOUSE TRAPS	GENERAL FUND	BUILDING MAINTENANCE	22.56
	HOOK	GARAGE FUND	GARAGE	19.35
				TOTAL:
GLOBALSTAR USA	SATELLITE PHONE	GENERAL FUND	EMERGENCY PREPAREDNESS	26.36
				TOTAL:
GOLDEN STATE WATER COMPANY	BILL CYCLE 10/08-11/08	GENERAL FUND	STREET MAINTENANCE	2,211.41
	BILL CYCLE 10/08-11/08	GENERAL FUND	PARK MAINTENANCE	198.06
	BILL CYCLE 10/08-11/08	GENERAL FUND	BUILDING MAINTENANCE	747.36
			TOTAL:	3,156.83
GOLF VENTURES WEST	MOWER PARTS	GARAGE FUND	GARAGE	9.28
	MOWER PARTS	GARAGE FUND	GARAGE	298.31
	MOWER PARTS	GARAGE FUND	GARAGE	112.22
			TOTAL:	419.81
HYDRO-SCAPE PRODUCTS, INC.	GRASS SEED - 35 BAGS	GENERAL FUND	PARK MAINTENANCE	2,284.41
				TOTAL:
JOSEPHSON INSTITUTE OF ETHICS	ETHICS TRAINING	GENERAL FUND	POLICE ADMINISTRATION	750.00
				TOTAL:
KELTERITE CORPORATION	ASPHALT	GENERAL FUND	STREET MAINTENANCE	391.85
	ASPHALT	GENERAL FUND	STREET MAINTENANCE	262.49
			TOTAL:	654.34
KIMBALL MIDWEST	SHOP SUPPLIES & PAINT	GARAGE FUND	GARAGE	747.44
				TOTAL:
KUSTOM IMPRINTS	BASKETBALL T-SHIRTS	GENERAL FUND	SPORTS	240.74
	SLO-PITCH T-SHIRTS	GENERAL FUND	SPORTS	348.10
	SOCCER T-SHIRTS	GENERAL FUND	SPORTS	575.22
	BASKETBALL T-SHIRTS	GENERAL FUND	SPORTS	225.11
			TOTAL:	1,389.17
WARREN KUSUMOTO	CJPIA FORUM	GENERAL FUND	CITY COUNCIL	594.55
				TOTAL:
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	97.50
				TOTAL:
LOS ALAMITOS AREA CHAMBER OF COMMERCE	STATE OF THE CITY LUNCHEON	GENERAL FUND	CITY COUNCIL	35.00
	STATE OF THE CITY LUNCHEON	GENERAL FUND	CITY COUNCIL	35.00
	STATE OF THE CITY LUNCHEON	GENERAL FUND	CITY MANAGER	35.00
			TOTAL:	105.00
LOS ALAMITOS AUTO PARTS	TENSIONER & PULLEY	GARAGE FUND	GARAGE	56.99
	FAN BELT	GARAGE FUND	GARAGE	40.87

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BULB	GARAGE FUND	GARAGE	6.95
			TOTAL:	104.81
LOS ALAMITOS MEDICAL CENTER	BLOOD DRAW	GENERAL FUND	PATROL	25.00
	BLOOD DRAWS	GENERAL FUND	PATROL	125.00
	BLOOD DRAWS	GENERAL FUND	PATROL	100.00
	BLOOD DRAWS	GENERAL FUND	PATROL	100.00
			TOTAL:	350.00
MAILFINANCE	POSTAGE MACHINE	GENERAL FUND	ADMINISTRATIVE SERVICE	166.50
			TOTAL:	166.50
MARTIN & CHAPMAN CO.	YEARLY WALL CALENDARS	GENERAL FUND	CITY COUNCIL	33.94
			TOTAL:	33.94
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	65.00
			TOTAL:	65.00
MISC. VENDOR	REFUND - DANCE	GENERAL FUND	NON-DEPARTMENTAL	50.00
	REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	99.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	250.00
	REFUND - RENTAL FEES	GENERAL FUND	NON-DEPARTMENTAL	345.00
	REFUND - SCIENCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	37.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	150.00
	REFUND - SECURITY DEPOSIT'S	GENERAL FUND	NON-DEPARTMENTAL	300.00
			TOTAL:	1,231.00
MWR	POOL INTERNET 10/25-11/25	GENERAL FUND	AQUATICS	143.30
	POOL INTERNET 9/25-10/25	GENERAL FUND	AQUATICS	143.30
			TOTAL:	286.60
NEWPORT EXTERMINATING	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
NEWS ENTERPRISE	PUBLISH ORDINANCE	GENERAL FUND	CITY COUNCIL	66.94
	PUBLISH ORDINANCE	GENERAL FUND	CITY COUNCIL	91.38
	PUBLISH NOTICE	GENERAL FUND	PLANNING	105.19
	LAUREL PARK REHAB BIDS	PARK DEVELOPMENT	CAPITAL PROJECTS	425.00
			TOTAL:	688.51
THE ORANGE COUNTY REGISTER	NEWSPAPER SUBSCRIPTION	GENERAL FUND	CITY MANAGER	48.27
			TOTAL:	48.27
ANNA OTTO	COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL	1,246.05
			TOTAL:	1,246.05
PENINSULA SEPTIC SERVICE INC.	SEPTIC SERVICE	GENERAL FUND	BUILDING MAINTENANCE	400.00
			TOTAL:	400.00
DIANA C. PEREZ	INSTRUCTOR - TODDLER	GENERAL FUND	SPECIAL CLASSES	325.00
			TOTAL:	325.00
PSYCHOLOGICAL CONSULTING ASSOCIATES	DEBRIEFING	GENERAL FUND	POLICE ADMINISTRATION	1,050.00
			TOTAL:	1,050.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PUBLIC RETIREMENT JOURNAL	RETIREMENT SEMINAR	GENERAL FUND	ADMINISTRATIVE SERVICE	190.00
			TOTAL:	190.00
QUARTERMASTER	EQUIPMENT	GENERAL FUND	PATROL	799.29
			TOTAL:	799.29
REDFLEX TRAFFIC SYSTEMS, INC.	AT&T INTERSECT COMM	GENERAL FUND	TRAFFIC	65.00
			TOTAL:	65.00
REINA RIVERA	INSTRUCTOR - TODDLER	GENERAL FUND	SPECIAL CLASSES	532.35
	INSTRUCTOR - TODDLER	GENERAL FUND	SPECIAL CLASSES	450.45
			TOTAL:	982.80
ROBERTSON'S	CONCRETE	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	791.92
			TOTAL:	791.92
CHRIS ROJO	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	57.60
			TOTAL:	57.60
ROSEBURROUGH TOOL, INC.	CONCRETE TOOLS	GENERAL FUND	STREET MAINTENANCE	48.92
			TOTAL:	48.92
ROSSMOOR CARWASH	CAR WASHES - P/D	GARAGE FUND	GARAGE	122.98
	CAR WASHES - REC	GARAGE FUND	GARAGE	19.00
	CAR WASHES - C/D	GARAGE FUND	GARAGE	9.00
			TOTAL:	150.98
SUSAN SAXE-CLIFFORD, PH.D.	PRE-EMPLOYMENT EXAM	GENERAL FUND	ADMINISTRATIVE SERVICE	375.00
			TOTAL:	375.00
SIR SPEEDY	BUSINESS CARDS	GENERAL FUND	PATROL	109.91
			TOTAL:	109.91
SKATEDOGS	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	84.70
			TOTAL:	84.70
SMART & FINAL	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	213.24
			TOTAL:	213.24
SOUTH COAST SUPPLY & GARDEN DAZE	SOIL	GENERAL FUND	PARK MAINTENANCE	14.07
			TOTAL:	14.07
SOUTHERN CALIFORNIA EDISON	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	15.69
			TOTAL:	15.69
SOUTHERN CALIFORNIA GAS	3614 FENLEY	GENERAL FUND	STREET MAINTENANCE	15.28
	3191 KATELLA	GENERAL FUND	BUILDING MAINTENANCE	170.59
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	128.23
			TOTAL:	314.10
SPRINT	ACTIVITY THRU 11/21/11	GENERAL FUND	CITY MANAGER	33.34
	ACTIVITY THRU 11/21/11	GENERAL FUND	ADMINISTRATIVE SERVICE	33.33
	ACTIVITY THRU 11/21/11	GENERAL FUND	COMMUNICATIONS TECHNOL	33.33
	ACTIVITY THRU 11/21/11	GENERAL FUND	COMMUNITY DEVEL ADMIN	33.33
	ACTIVITY THRU 11/21/11	GENERAL FUND	PUBLIC WORKS ADMIN	33.33
	ACTIVITY THRU 11/21/11	GENERAL FUND	RECREATION ADMINISTRAT	33.33

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	199.99
STATE OF CALIFORNIA DEPARTMENT OF JUST	FINGERPRINT STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	64.00
	FINGERPRINT STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	128.00
			TOTAL:	192.00
TIME WARNER CABLE	P/D CABLE SERVICE	GENERAL FUND	COMMUNICATIONS TECHNOL	132.84
			TOTAL:	132.84
TRAIN2SHAPE	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	92.80
			TOTAL:	92.80
JOHN UNDERWOOD	FILMING - CITY WATCH	LOS ALAMITOS TV	LOS ALAMITOS TV	100.00
	FILMING - WW&R	LOS ALAMITOS TV	LOS ALAMITOS TV	150.00
	FILMING - STATE OF CITY	LOS ALAMITOS TV	LOS ALAMITOS TV	300.00
			TOTAL:	550.00
UNITED RENTALS NORTHWEST, INC.	ROLLER RENTAL	GENERAL FUND	STREET MAINTENANCE	648.02
			TOTAL:	648.02
UNITED STATES POSTMASTER	BULK MAIL POSTAGE	GENERAL FUND	RECREATION ADMINISTRAT	300.00
			TOTAL:	300.00
USA MOBILITY WIRELESS, INC.	PAGER FEES	GENERAL FUND	PUBLIC WORKS ADMIN	20.06
			TOTAL:	20.06
VERIZON CALIFORNIA, INC.	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	113.80
			TOTAL:	113.80
KENNY WAGNER	INSTRUCTOR - COMPUTER	GENERAL FUND	SPECIAL CLASSES	42.90
			TOTAL:	42.90
CHRISTINA J. WANTLAND	INSTRUCTOR - ETIQUETTE	GENERAL FUND	SPECIAL CLASSES	108.00
			TOTAL:	108.00
WEBER PRINTING COMPANY, INC.	PRINTING SERVICES	GENERAL FUND	RECREATION ADMINISTRAT	3,680.00
			TOTAL:	3,680.00
WEST COAST ARBORISTS, INC.	TREE MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	536.00
			TOTAL:	536.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	32,031.41		
27	ASSET SEIZURE	7,279.52		
28	LOS ALAMITOS TV	550.00		
40	PARK DEVELOPMENT	425.00		
41	RIVERS/MTNS. CONSERVANCY	99.88		
44	TRAFFIC IMPROVEMENT	791.92		
50	GARAGE FUND	1,857.41		

	GRAND TOTAL:	43,035.14		

TOTAL PAGES: 6

City of Los Alamitos

Agenda Report Consent Calendar

December 5, 2011
Item No: 8C

To: Mayor Kenneth Stephens and Members of the City Council

Via: Jeffrey L. Stewart, City Manager

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

Subject: Award for the Construction of Laurel Park Rehabilitation (CIP No. 10/11-04)

Summary: On November 17, 2011, construction bids for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04) were publicly opened. After a thorough review of all bids submitted, staff determined the bid submitted by America West Landscaping, Inc. to be the lowest responsible bid, in the total bid amount of \$189,073.64.

Recommendations:

1. Award the construction of Laurel Park Rehabilitation (CIP No. 10/11-04) to America West Landscaping, Inc.; and,
2. Authorize the Mayor to execute the contract for the project; and
3. Authorize staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$18,907, which is 10% of the original contract amount.

Background

Laurel Park, located at the northeast corner of Bloomfield Street and Katella Avenue, is in need of repairs. 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 annually utilize the park through the field rentals, special events and adult sports programs. The park has a small parking lot that has spaces for 24 cars. During these major events Los Alamitos Elementary School and McAuliffe Middle School parking lots are used. Increasing the parking lot size was not considered for this project because it would take away from the green space that is used for soccer fields and other park activities.

Currently the park is suffering from unlevel playing surfaces, weed-filled turf, and an antiquated irrigation system. The original bids for the construction of Laurel Park rehabilitation were publicly opened on May 18, 2011. However, all bids significantly exceeded the construction budget. Staff recommended that the City Council reject all bids at that time to allow the City Engineer to reduce the scope of work and re-advertise for bids at a time when landscape contractor prices are more competitive. The project was reduced in scope and re-advertised, bids were publicly opened on November 17, 2011.

The revised 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.
- Laser leveling the baseball field infield and adding brick dust.
- Leveling the grass area as much as possible for soccer and softball play.

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the normal locations within the City, advertised in the News-Enterprise and advertised in the F.W. Dodge publication known as the "Green Sheet". The bids for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04) were publicly opened on November 17, 2011, at 10:00 am. From the six (6) total bids received, staff determined the construction bid submitted by America West Landscaping, Inc. to be the lowest responsible bid, with the total bid amount of \$189,073.64.

The bid results are shown below.

Bidder	Total Base Bid
America West Landscaping, Inc.	\$189,073.64
Green Giant Landscaping, Inc	\$220,229.05
Kasa Construction	\$227,829.10
STL Landscape, Inc	\$248,000.00
AToM Engineering Construction, Inc	\$265,771.37
Micon Construction, Inc	\$267,450.73

Bidder Assessment

America West Landscaping, Inc. was found to be the lowest responsible bid, with the total bid amount of \$189,073.64. They are located in Chino, California. The Engineer's estimate for the project is \$165,000.00.

Fiscal Impact

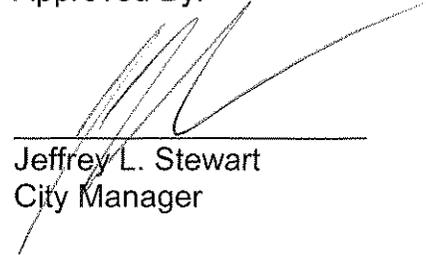
There is currently \$228,468.30 in the Park Fund for construction of Laurel Park Rehabilitation Improvements. The construction, plus contingency, will leave a balance of \$20,487.66 for construction inspection.

Submitted By:



David Hunt, PE
City Engineer

Approved By:



Jeffrey L. Stewart
City Manager

Reviewed By:



Steven Mendoza
Director of Community Development

Attachment: Contract

CITY OF LOS ALAMITOS
CONTRACT AGREEMENT
FOR
LAUREL PARK REHABILITATION
CIP NO. 10/11-04

OCTOBER 26, 2011

I.

This Contract is made and entered into on the 5TH day December of 2011 by and between the City of **Los Alamitos**, a California General law Municipal Corporation ("City") and America West Landscaping ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Notice Inviting Sealed Bids, dated October 26, 2011
- B. Instruction to Bidders
- C. Bid, dated November 17, 2011
- D. Bid Bond
- E. Payment Bond
- F. Contract Performance Bond
- G. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- H. Notice Award
- I. Notice to Proceed
- J. Change Order
- K. Specifications entitled Contract Documents and Specifications for the **Laurel Park Rehabilitation, CIP NO. 10/11-04**
 - 1. Procedural Documents,
 - 2. General Conditions,
 - 3. Special Conditions
 - 4. Standard Plans,
 - 5. Appendix (I) & (II)
- L. Drawings entitled "**Laurel Park Rehabilitation**"
- M. Addenda Nos. _____
- N. Certified Copy of the record of action of the City Council of City of Los Alamitos, Los Alamitos, California.
- O. Public Improvement Warranty
- P. Latest Edition, Standard Specifications for Public Works Construction.
- Q. Latest Edition, STANDARD PLANS – American Public Works Association.

Each of such documents in their entirety is incorporated herein by this reference as if set forth in full.

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$189,073.64.

III. BONDS

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court 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 fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statues or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage

above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of One Hundred Eighty-nine Thousand, Seventy-Three Dollars and Sixty-four Cents (\$189,073.64) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **THIRTY (30)** working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of working days allowed. Accordingly, City and Contractor agree that the sum of Five Hundred dollars (\$500.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractors' licenses. Contractor further warrants and represents that he/she/they has/have the

appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

X.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

XI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

CITY OF LOS ALAMITOS

America West Landscaping

By: _____
Kenneth Stephens

By: _____
(Signature)

ATTEST:

(Typed/Printed Name)

By: _____
City Clerk

(Title)

APPROVED AS TO FORM:

By: _____
(Signature)

By: _____
Sandra Levin

(Typed/Printed Name)

(Title)

[NOTARY REQUIRED]

PAYMENT BOND

(LABOR AND MATERIALS BOND)
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the _____ (referred to hereinafter as "Obligee") has awarded to (hereinafter designated as the "Contractor"), a contract dated _____, for work described as follows:

Demolition of existing landscape, paving removal and replacement; construction of new walks, fencing, installation of turn and irrigation, installation of site amenities and including, but not limited to, furnishing all labor, equipment, and material necessary to complete Construction Works as specified on Plans and Specifications.

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ Dollars (\$_____), said sum being not less than one-hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his/her Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorneys fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Code, so as to give a right of action to them or their assigns any suit brought upon this bond.

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day ____ of _____, 20____.

PRINCIPAL:

By: _____

SURETY:

By _____

Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal)

WITNESS my hand and official seal.

Notary Public in and for said State

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

_____ Signature

(CORPORATE SEAL)

CONTRACT PERFORMANCE BOND

(FAITHFUL PERFORMANCE BOND)

(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the _____ (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

Demolition of existing landscape, paving removal and replacement; construction of new walks, fencing, installation of turn and irrigation, installation of site amenities and including, but not limited to, furnishing all labor, equipment, and material necessary to complete Construction Works as specified on Plans and Specifications.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____ (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the in the sum of Dollars (\$_____) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

CERTIFICATES OF INSURANCE AND ENDORSEMENT

The Contractor shall not commence any work under the Contract Documents until he/she obtains, at his/her own and sole cost and expense, all required insurance as stipulated by the City. The required insurance shall be provided by the Contractor in conformance with the requirements of Section 2.21 of the General Conditions of these Contract Documents and may include the following:

- Workers' Compensation Insurance
- Comprehensive General and Vehicle Liability Insurance
- All Risk
- Earthquake
- Flood

The insurance company or companies utilized by the Contractor shall be authorized and admitted to transact business in the State of California and to issue policies in the amounts required in said Section 2.21 of the General Conditions of these Contract Documents.

No substitutions or revisions to the certificates and endorsements which follow will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using the format presented, shall be provided for each company.

CERTIFICATE OF INSURANCE

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

DESCRIPTION OF CONTRACT LAUREL PARK REHABILITATION (CIP NO. 10/11-04)

TYPE OF INSURANCE: WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the City's Contract Documents, and that said policies are now in force.

Said company will give at least thirty (30) days advance written notice by registered or certified mail to the City and Engineer prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term, or condition of any Contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Workers' Compensation Insurance Laws of the State of California.

EFFECTIVE:

Named Insured

Insurance Company

Street Number

Street Number

City and State

City and State

Insurance Company Agent for service of
process in California

By _____
(Authorized Representative)
(Attach Acknowledgment)

(Name)

(Company)

(Street Number)

(Street Number)

_____, California
(City)

(City and State)

(Telephone Number)

(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

STATE OF _____

)

COUNTY OF _____

) ss.
)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____
2011, by _____, proved to me on the
basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said
County and State

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

CITY: CITY OF LOS ALAMITOS
3191 Katella Avenue
Los Alamitos, CA 90720

DESCRIPTION
OF CONTRACT: LAUREL PARK REHABILITATION (CIP NO. 10/11-04)

TYPE OF INSURANCE: COMPREHENSIVE GENERAL AND
VEHICLE LIABILITY INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the City's Contract Documents, and that said policies are now in force.

Said company will give at least thirty (30) days advance written notice by registered or certified mail to the City and Engineer prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term, or condition of any Contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Bodily Injury</u>	<u>Liability Property Damage</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The following types of coverage are included in this policy (indicated by "X" in space):

- | | | |
|-------------------------------------|---------|--------|
| Manufacturers' and Contractors' | Yes ___ | No ___ |
| Cities' and Contractors' Protective | Yes ___ | No ___ |
| Blanket Contractual | Yes ___ | No ___ |
| Completed Operations | Yes ___ | No ___ |
| Owned Automobiles | Yes ___ | No ___ |

Hired Automobiles	Yes ___	No ___
Non-Owned Automobiles	Yes ___	No ___
Broad Form Property Damage	Yes ___	No ___
"XCU" Exposure	Yes ___	No ___

ENDORSEMENT:

The City, the City's Representative, the Engineer and his/her consultants, and each of their officers, agents, and employees are included as insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his/her subcontractors, agents, and employees in the performance of the above-referenced Contract. This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies. The insurance company hereby waives its rights of subrogation against the insureds covered hereby.

EFFECTIVE:

_____	_____
Named Insured	Insurance Company
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
Insurance Company Agent for service of process in California	By
_____	(Authorized Representative)
(Name)	(Attach Acknowledgment)
_____	_____
(Street Number)	(Company)
_____	_____
_____, California	(Street Number)
(City)	(City and State)
_____	_____
(Telephone Number)	(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

NOTICE OF AWARD

To:

Project Description: Demolition of existing landscape, paving removal and replacement; construction of new walks, fencing, installation of turn and irrigation, installation of site amenities and including, but not limited to, furnishing all labor, equipment, and material necessary to complete Construction Works as specified on Plans and Specifications.

The City has considered the Bid submitted by you for the above described Work in response to its Notice Inviting Sealed Bids dated _____, 20____, and Instruction to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$_____ You are required by the Instruction to Bidders to execute the Contract and furnish the required Contractor's Payment Bond, Contract Performance Bond, and Certificates of Insurance and Endorsements within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said Contract and to furnish said Bonds and Certificates of Insurance and Endorsements within ten (10) calendar days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 20____

City of Los Alamitos,

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

THIS THE _____ day of _____, 20____.

Contractor

By: _____

Title: _____

NOTICE TO PROCEED

To:

Project Description: Demolition of existing landscape, paving removal and replacement; construction of new walks, fencing, installation of turn and irrigation, installation of site amenities *and including, but not limited to, furnishing all labor, equipment, and material necessary* to complete Construction Works as specified on Plans and Specifications.

You are hereby notified to commence Work in accordance with the Contract dated _____, 20____, on or before _____, 20____, and you are to Complete the Work within _____ working days thereafter. The date of completion of all Work is therefore _____, 20____

You are required to return an acknowledged copy of this Notice to Proceed to the City.

Dated this _____ day of _____, 20____.

CITY OF LOS ALAMITOS
Owner

By: _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____, THIS THE _____ day of _____, 20____.

Contractor

By: _____

Title: _____

CHANGE ORDER

Date:
Change Order No.:
Contract for:

Contract No.: _____
Department: Engineering
Fund: _____
Distribution: _____
City Clerk _____
Contractor _____
Finance _____

To:

CHANGE ORDER FOR MORE THAN \$10,000.00

CONTRACT TIME ADJUSTMENT ____ WORKING DAYS

APPROVAL

CITY OF LOS ALAMITOS (Owner)

BY:

(MAYOR)

COUNCIL MINUTES OF:

BY:

(CITY MANAGER)

ATTEST:

BY:

(CITY CLERK)

ACCEPTED BY:

Architect Engineer Contractor

ORIGINAL CONTRACT: \$ _____
Total Amendments Due to
Unforeseen Conditions \$ _____

AMENDED CONTRACT: \$ _____

Prior Authorized
(Add) (Ded): \$ _____

Total Contract Prior
To This Change: \$ _____

Authorized Changes On
This Change Order:
Addition: \$
Deduction: \$

NET
(Addition) (Deduction) \$ _____

AMOUNT OF CONTRACT AUTHORIZED
INCLUDING
THE CHANGE ORDER
NO. ____ \$ _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS
IN LIEU OF RETENTION

This Escrow Contract is made and entered into by and between _____ whose address is _____ hereinafter called "City," whose address is _____ hereinafter called "Contractor" and whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for _____ in the amount of dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial Owner.
- (2) The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the City makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

- (7) The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon (7) seven days written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
- (8) Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The Escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6), inclusive, of this Agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and examples of their respective signatures are as follows:

On behalf of City:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

City of Los Alamitos

Agenda Report Consent Items

December 5, 2011
Item No: 8D

To: Mayor Kenneth Stephens and Members of the City Council
Via: Jeffrey L. Stewart, City Manager
From: Angie Avery, Director of Recreation and Community Services
Subject: Consideration of Timing Bids for Race on the Base

Summary: This report recommends City Council enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2012 Race on the Base.

Recommendation: To authorize the City Manager to enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2012 Race on the Base.

Background

The 2012 Race on the Base is scheduled for Saturday, February 25, 2012. The Race on the Base is comprised of seven different events and over 3,500 participants. Six of the events are professionally timed and posted on the Race website. The timed events are as follows:

- 10K Run
- 5K Run
- 5K Walk
- 10K Skate and Wheelchair Race
- Reverse Triathlon
- Jr. Reverse Triathlon

Discussion

Recreation and Community Services staff contacted several race timing companies to solicit bids with the following specifications:

- Preparation of race numbers and timing chips sorted and ready for distribution for all events (Mission: Kids Run is excluded from timing). Events include: 10K Run, 10K Skate, 10K Wheelchair, 5K Run, 5K Walk, Jr. Triathlon, and Reverse Triathlon.

- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Director of Recreation and Community Services or his or her designee.
- Must supply signage for registration and result area. Signage must be pre-approved by City of Los Alamitos.
- Must supply all materials required for registration (i.e. safety pins, pencils, etc.)
- Must provide timing splits in all areas for all triathlon events.
- Provide all finish line materials, including timing equipment, announcer station, chute material, stringers and computerized race results.
- Supply, setup and teardown of finish line clock(s) at all finish lines.
- Supply, setup and teardown of result screen at the Reverse Triathlon finish area.
- Provide staff that is adequate to handle the projected race size on race day. A staffing plan must be submitted and approved by the City of Los Alamitos a minimum of two weeks prior to the event.
- A minimum of four staff at the registration area on race day.
 - ◆ Staff must handle training of volunteers
 - ◆ Staff must handle solutions
 - ◆ Staff must handle setup and teardown of signage
- A minimum of four staff at packet pick-up
 - ◆ Staff must handle training of volunteers
 - ◆ Staff must handle solutions
 - ◆ Staff must handle setup and teardown of signage
- Timing company staff must be in uniformed, distinguishable clothing.
- Overall results and age group results printed and posted throughout the race for all races.
- Assume responsibility for collection of timing chips.
- Post results online within 3 days after the event.
- Provide results that will be accepted by USAT and USATF.
- Handle all post race result issues indefinitely.
- Assist the City of Los Alamitos to design an effective race application (printed and online).
- Setup race database from registration download.
- Print out all participants' name, address, event, age and all other pertinent demographic information within 10 days after the event and provide to the City of Los Alamitos.

The following companies were contacted for timing services:

Company	Bid
Gemini Timing	\$4,400 base fee + \$1.50 per participant
Prime Time	\$5,000 base fee + \$2.00 per participant
Time Management	Did not respond
WB Productions	Did not respond
Race Central	Did not respond
Splitmaster Timing	Did not respond

Staff sent timing bid information to all of the companies listed above. Most did not respond because they did not have the staff or resources to handle multiple races and different types of events on the same morning.

Fiscal Impact

Staff recommends entering into a Professional Services Agreement with Gemini Timing for race timing services. It is anticipated that the total fees due to the company will not exceed \$13,000 which will be entirely offset by race registration fees.

Timing services for the 2011 event last year totaled \$12,274.

Submitted By:



Angie Avery
Director of Recreation and
Community Services

Approved By:



Jeffrey L. Stewart
City Manager

Attachment: 1) Professional Services Agreement with Gemini Timing

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / *Gemini Timing*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”) and *Gemini Timing, a race timing management company* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: race timing management services.
- 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 Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: November 18, 2011.
- 3.4 “Expiration Date”: April 1, 2012.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. 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 Thirteen Thousand Dollars (\$ 13,000) 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. **Brandon Walters** 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.

11.2 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:

Brandon Walters
Owner
Gemini Timing
22422 Miramot Road
Apple Valley, CA 92308
Telephone: (760) 475-4905

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”
Gemini Timing

By _____
Jeffrey Stewart, City Manager

By: _____
Brandon Walters, Owner

Date: _____

Date: _____

Attest:

By _____
Jeffrey Stewart, City Clerk

Date: _____

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

Gemini Timing will perform the following timing and finish line management duties for the 2012 Race on the Base:

- Preparation of race numbers and timing chips sorted and ready for distribution for all events (Mission: Kids Run is excluded from timing). Events include: 10K Run, 10K Skate, 10K Wheelchair, 5K Run, 5K Walk, Jr. Triathlon, and Reverse Triathlon.
- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Director of Recreation and Community Services or his or her designee.
- Must supply signage for registration and result area. Signage must be pre-approved by City of Los Alamitos.
- Must supply all materials required for registration (i.e. safety pins, pencils, etc.)
- Must provide timing splits in all areas for all triathlon events.
- Provide all finish line materials, including timing equipment, announcer station, chute material, stringers and computerized race results.
- Supply, setup and teardown of finish line clock(s) at all finish lines.
- Supply, setup and teardown of result screen at the Reverse Triathlon finish area.
- Provide staff that is adequate to handle the projected race size on race day. A staffing plan must be submitted and approved by the City of Los Alamitos a minimum of two weeks prior to the event.
- A minimum of four staff at the registration area on race day.
 - ◆ Staff must handle training of volunteers
 - ◆ Staff must handle solutions
 - ◆ Staff must handle setup and teardown of signage
- A minimum of four staff at packet pick-up
 - ◆ Staff must handle training of volunteers
 - ◆ Staff must handle solutions
 - ◆ Staff must handle setup and teardown of signage
- Timing company staff must be in uniformed, distinguishable clothing.
- Overall results and age group results printed and posted throughout the race for all races.
- Assume responsibility for collection of timing chips.
- Post results online within 3 days after the event.
- Provide results that will be accepted by USAT and USATF.
- Handle all post race result issues indefinitely.
- Assist the City of Los Alamitos to design an effective race application (printed and online).
- Setup race database from registration download.
- Print out all participants' name, address, event, age and all other pertinent demographic information within 10 days after the event and provide to the City of Los Alamitos.

EXHIBIT B
APPROVED FEE SCHEDULE

Gemini Timing will be paid for Timing and Finish Line Management Services according to the following schedule:

- \$4,400 chip timing base fee due no later than January 29, 2012.
- A \$1.50 per finisher chip timing registration fee within 20 days following the event.

TOTAL AMOUNT not to exceed = \$13,000

City of Los Alamitos

Agenda Report
Consent Calendar

December 5, 2011
Item No: 8E

To: Mayor Kenneth Stephens & Members of the City Council
From: Jeff Stewart, City Manager
Subject: Employment Agreement – City Manager (Angela C. Avery)

Summary:

The attached agreement outlines terms and conditions of a new employment agreement with City Manager appointee Angie Avery.

Recommendation: 1) Approve the attached Employment Agreement between the City and Angela C. Avery.

Background and Discussion

On November 28, 2011, the City Council met in closed session and authorized the City Attorney to offer the position of City Manager, subject to City Council approval of an Employment Agreement and terms of compensation, to current Recreation and Parks Director, Angie Avery. Ms. Avery has accepted the terms and conditions of the offer and will begin her new duties on January 3, 2011, upon City Council approval of the attached Employment Agreement.

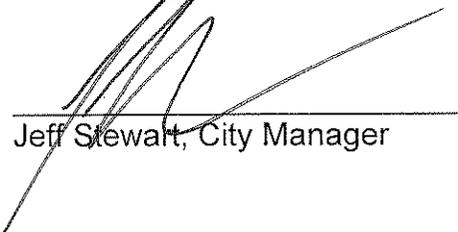
The Agreement is for three (3) years. Ms. Avery will receive a salary of \$170,000 per year, but will self-fund the 8% employee share of the total contribution made to the Public Employee Retirement System (PERS), resulting in a net equivalent salary of \$156,400). The agreement provides for a severance provision and includes payment for medical, vision and dental plan benefits.

(Note: The Employment Agreement will be delivered on Friday, December 2, 2011).

Fiscal Impact

None

Submitted By:



Jeff Stewart, City Manager

City of Los Alamitos

Agenda Report Public Hearing

December 5, 2011
Item No: 9A

To: Mayor Kenneth Stephens & Members of the City Council
Via: Jeffrey L. Stewart, City Manager
From: Steven A. Mendoza, Director of Community Development
Subject: Community Development Block Grant (CDBG) Project List for Fiscal Year 2012-13

Summary: This report sets forth a recommended project list for Fiscal Year 2012-2013 of the County's Community Development Block Grant (CDBG) program and approval of the City's participation in the program which may be due in December 2011.

Recommendation:

1. Open public hearing and accept comments regarding proposed CDBG projects; and,
2. Adopt Resolution No. 2011-24 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE"; and,
3. Direct staff to prepare applications for submittal to the County of Orange; and,
4. Authorize the City Manager to execute all CDBG program documents for Fiscal Year 2012-2013 and appropriate amendments, if any, as they become available.

Background

Community Development Block Grant (CDBG) monies fund programs for neighborhood revitalization, economic development, improvement of community facilities and infrastructure. The County of Orange plans to release a Notice of Funding Availability (NOFA) soon and will accept applications for a month after the release date. The awarding of funding is competitive and the City of Los Alamitos will compete with other cities and non-profit organizations for project funding.

CDBG activities must serve residents within the City's seven (7) target areas:

1. Apartment Row – Bloomfield Street to Lexington Drive;
2. Old Town East;
3. Old Town West;
4. Royal Oak Park;
5. Country Square;
6. Joint Forces Training Base (JFTB) including Parkewood
7. Area bound by Cerritos Avenue, Bloomfield Street, Katella Avenue and the eastern boundary of the City.

Projects that can be completed within one year and provide a significant benefit to low and moderate-income individuals, and for which matching funds are provided by the applicant, are more likely to receive funding. CDBG shows preference for projects that are shown in Table 1. Previous projects approved for funding in Los Alamitos include the Apartment Row Alley Rehabilitation, Lexington Drive and Old Town West Streetlight Improvements, and ADA ramp upgrades.

03	Public Facilities and Improvements (General)	Medium
03A	Senior Centers	High
03B	Handicapped Center	Medium
03C	Homeless Facilities	High
03D	Youth Centers	Medium
03E	Neighborhood Facilities/Libraries	High
03F	Parks and/or Recreational Facilities	Medium
03G	Parking Facilities	Medium
03H	Solid Waste Disposal Improvements	Medium
03I	Flood Drain Improvements	High
03J	Water/Sewer Improvements	High
03K	Street Improvements	High
03L	Sidewalks	High
03M	Child Care Centers	Medium
03N	Tree Planting	Medium
03O	Fire Stations/Equipment	Medium
03P	Health Facilities	Medium
03Q	Abused and Neglected Children Facilities	Medium
03R	Asbestos Removal	Low*
03S	Facilities for AIDS Patients (not operating costs)	Medium
03T	Operating Costs of Homeless/Aids Patient's Programs	High

Staff has learned that for larger projects, it is more feasible to apply for design monies during year one, and then construction monies the following year.

The City's Engineer and Public Works Superintendent have come up with a list of possible projects for Fiscal Year 2012-13. Table 2 represents an abbreviated list of projects. The Alley projects were selected because we have received funds for these types of projects before. The ADA ramps were chosen because it would be a continuation of this year's project. The Curb and Gutters project was waitlisted last year, so it has a good chance of being selected by the grant committee. The leveraged funds, shown as matched/leveraged, are monies that will be drawn from other funding sources such as Measure M, Gas Tax, or General Fund monies. Extensive explanations follow in Table 3.

TABLE 2 Requested 2011-12 CDBG Projects			
	<u>Total Amount</u>	<u>Matched/ Leveraged Funds</u>	<u>CDBG Amount</u>
1. "Design" and "Administration" of Future Year Old Town East Alley Improvement Project I	\$20,000	\$2,000	\$18,000
2. "Design" and "Administration" of Future Year Old Town East Alley Improvement Project II	\$20,000	\$2,000	\$18,000
3. "Construction" and "Administration" of Old Town East and West & Apartment Row ADA Ramps	\$71,400	\$7,140	\$64,260
4. "Construction", "Design" and "Administration" of Curb & Gutter Replacement in Old Town East and West	\$89,250	\$8,925	\$80,325
Totals	\$200,650	\$20,065	\$180,585

TABLE 3 Breakdown of how monies will be used			
	<u>Management/ Administration</u>	<u>Design</u>	<u>Construction Monies</u>
1. Old Town East Alley Improvement Project I	\$1,000	\$19,000	Following Year
<u>Alley Reconstruction, Between Pine & Reagan, Katella to Florista</u> – This alley has nonprofit agencies and a city parking lot bordering this thoroughfare of the community. Reconstructing the current asphalt alley to 6 inch thick concrete would enable residents and clients of these agencies with disabilities to have an easier travel path to the rear of the properties. In particular, wheelchair access will be greatly increased. This project would include full reconstruction of the alley.			
2. Old Town East Alley Improvement Project II	\$1,000	\$19,000	Following Year
<u>Alley Reconstruction, Between Reagan & Cherry, Katella to Florista</u> - This alley has many different age groups as well as citizens with disabilities visiting the medical offices that border this thoroughfare. Reconstructing the current asphalt alley to 6 inch thick concrete would enable residents with disabilities to have an easier travel path between buildings. In particular, wheelchair access will be greatly increased. This project would include full reconstruction of the alley.			
3. Old Town East and West & Apartment Row ADA Ramps – Phase II	\$3,400	Previous Year	\$68,000
These projects continue where last year's CDBG funds were not adequate for completion. Thirty four remaining ramps would be upgraded to current ADA standards. Project A - Handicapped Access Ramps at			

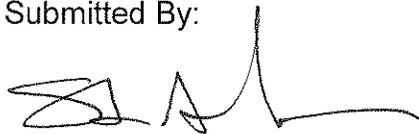
<p><u>Intersections (Apartment Row)</u> – The Apartment Row neighborhood has been developed with a variety of handicapped accessible sidewalk standards over the years. Currently, none of the corners with 29 ramps meet the accepted standards. Four corners have no ramps at all. This project would provide ramps for those corners that are lacking and bring existing ramps up to current standards in order to comply with state and federal guidelines.</p> <p><u>Project B - Replace/upgrade ADA Accessibility Ramps (Old Town)</u> - This tract currently has 49 handicap ramps that do not meet the current ADA specification. This project would upgrade the ramps and bring them into current standards in order to comply with state and federal guidelines.</p>			
<p>4. Curb & Gutter Replacement in the Old Town West & East Community</p>	<p>\$4250</p>	<p>\$10,000</p>	<p>\$75,000</p>
<p><u>Curb & Gutter Replacement in the Old Town West & East Community</u> - This community consists of residents of all ages and people with disabilities. There are 3,000 lineal feet of 8 inch curbs and gutters that are not very accessible and could be made more pedestrian friendly.</p>			

Historically, the Orange County Housing and Community Development (OCH&CD) funds only a portion of requested grant amounts. These recommended projects for Fiscal Year 2012-13 have a total cost of \$200,650 -- of which we will apply for a CDBG grants adding up to \$180,585. However, it is possible that we could only receive one grant. The public was invited to attend the last Planning Commission hearing to make comment concerning CDBG projects and only one member of the public attended. Applications require an approved City Council resolution to be considered for funding. City staff has selected the above projects to put forth to the City Council.

Fiscal Impact

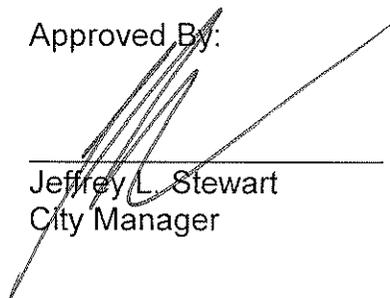
There is no fiscal impact to the City unless the County approves our application. Future expenditures of matching funds will be reflected in future Capital Improvement Plans presented during the budget process.

Submitted By:



Steven A. Mendoza
 Director of Community Development

Approved By:



Jeffrey L. Stewart
 City Manager

- Attachments: 1. Resolution No.2011-24
 2. Map of Block Groups
 3. CDBG Block Group Letter

RESOLUTION NO. 2011-24**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE CITY'S PARTICIPATION IN FISCAL YEAR 2012 - 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE**

WHEREAS, it is the intent of the City of Los Alamitos to participate in the filing of an application with the County of Orange for a grant authorized under the Housing and Community Development Act of 1974; and,

WHEREAS, the Housing and Community Development Act of 1974, as amended, authorizes cities under 50,000 in population to enter into cooperation agreements with the County in which they are located for the purpose of undertaking essential community development activities; and,

WHEREAS, pursuant to the requirement for public participation, the Community Development Department requested public input for projects on November 2nd, 2011 and November 23rd, 2011 via local newspapers.

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, California, finds that the above recitals are true and correct.

SECTION 2. The City Council of the City of Los Alamitos, does hereby approve and adopt the following project funding requests and direct that applications reflecting such requests be submitted to the County of Orange:

TABLE 1	
2012-13 CDBG Projects	CDBG Amount
Old Town Alley Improvement Project I	\$18,000
Old Town Alley Improvement Project II	\$18,000
Old Town East and West & Apartment Row ADA Ramps Phase II	\$64,260
Curb & Gutter Replacement in Old Town East and West	\$80,325
Total	\$180,585

SECTION 3. The City of Los Alamitos authorizes the City Manager and/or their assignee(s) to execute in the name of the City of Los Alamitos the applications, the Standard Agreements, and all other documents required by the CDBG Program.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of December 2011.

Ken Stephens, Mayor

ATTEST:

Jeffrey L. Stewart, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Jeffrey L. Stewart, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 5th day of December 2011, by the following vote, to wit:

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

Jeffrey L. Stewart, City Clerk

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

Director
OC Community Resources

Rayan Drabek
Interim Director
OC Animal Care

Karen Roper
Director
OC Community Services

Mark Denny
Director
OC Parks

Helen Fried
County Librarian
OC Public Libraries

City of Los Alamitos
Community Development
JUN 15 2009
RECEIVED

June 9, 2009

City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 92720-5600

Attn: Steven A. Mendoza
Community Development Director

Dear Mr. Mendoza,

It was a pleasure meeting you and your staff and discussing CDBG funding and our application process. Per your request attached you will find a copy of the Census Tract maps for areas within the City of Los Alamitos that are eligible for CDBG funding activities. Below is a listing of those Census Tracts and Block Groups:

Census Tract (CT) 1100.14 Block Group 2, 1100.14 Block Group 4, 1100.15 Block Group 9, 1101.06 Block Group 6, 1101.08 Block Group 2, 1101.8 Block Group 3, 1101.13 Block Group 1, 1101.17 Block Group 4.

If you have any questions, I can be contacted at (714) 480-2881 or via e-mail at Anna.Plank@hcs.ocgov.com.

Sincerely,



Anna Plank,
Manager Community Development

C: Dani Wray, Community Development-Associate Planner

City of Los Alamitos

Agenda Report Discussion Items

December 5, 2011
Item No: 10A

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: Steven A. Mendoza, Director of Community Development

Subject: Council Position Regarding the Ground Water Replenishment System Expansion

Summary: On November 21, 2011, Board Members of the Orange County Water District presented information to the City Council regarding of the Ground Water Replenishment System. At the meeting, resolutions and letters expressing support for Orange County Water District's Groundwater Replenishment System initial expansion were requested from the City.

Recommendation:

1. Review and discuss; and, if appropriate,
2. Adopt Resolution 2011-23, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, EXPRESSING SUPPORT FOR THE GROUNDWATER REPLENISHMENT SYSTEM INITIAL EXPANSION"; and,
3. Authorize the Mayor to execute a letter of support for the Groundwater Replenishment System and forward such to Orange County Water District.

Background

Orange County Water District (OCWD) was established in 1933. OCWD is responsible for managing and protecting the Orange County groundwater basin and is governed by a ten member Board of Directors. The Operational Recharge Facilities include the Prado Dam, Santa Ana River Facilities, and the Groundwater Replenishment System.

The Groundwater Replenishment System (GWRS) is a joint project of the Orange County Water District and Orange County Sanitation District that has been operational since January 2008. The GWRS is a new advanced water purification facility that produces 70 million gallons of water per day. The system takes treated sewer water

that would be wasted otherwise to the ocean, purifies it to near distilled quality, and then recharges it into the groundwater basin. This provides a new 72,000 acre-feet per year source of water, which is enough water for nearly 600,000 people.

Discussion

The Orange County Water District has requested a resolution and letter of support for two projects that will help provide additional water supplies to Orange County.

The first project is the expansion of the GRWS to provide an additional 31,000 acre-feet per year of new water. This would bring the total production of the GWRS to 103,000 acre-feet per year, enough water for 850,000 people. The second project is the Prado Basin Feasibility Study, which provides a model of regional collaboration for Southern California water agencies seeking to reduce impacts to the Delta, protect and restore fragile ecosystems, and enhance water supply utilizing local resources. These projects are both beneficial to Orange County and therefore the City of Los Alamitos.

Council requested staff prepare the requested resolution and letter of support. The items contain a statement regarding the Council's general support for this project. Although Council does not fully support an increase to ratepayers, this is the least expensive option as opposed to potential increases that would occur in the event that water would have to be imported.

"The City Council supports the GWRS Initial Expansion project, but does not support an increase to rate payers. The Council recognizes that these improvements will be an increase to ratepayers generally; however, this method is the least expensive way of providing water as opposed to importing of water".

Fiscal Impact

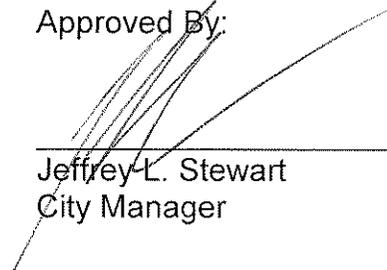
None.

Submitted By:



Steven Mendoza
Director of Community Development

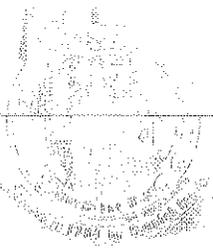
Approved By:



Jeffrey-L. Stewart
City Manager

- Attachments: 1. Draft Letter of Support
 2. Draft City Council Resolution 2011-23

CITY OF LOS ALAMITOS WATER REPLENISHMENT SYSTEM



December 5, 2011

Mayor:
Ken Stephens

Mayor Pro Tem:
Troy D. Edgar

Council Members:
Warren Kusumoto
Geri L. Graham-Mejia
Marilynn M. Poe

City Manager:
Jeffrey L. Stewart

Mr. Michael R. Markus, P.E.
General Manager
Orange County Water District
18700 Ward St.
Fountain Valley, CA 92708

**SUBJECT: LETTER OF SUPPORT FOR GROUNDWATER
REPLENISHMENT SYSTEM INITIAL EXPANSION**

Dear Mr. Markus:

On behalf of the City of Los Alamitos, I would like to express support for the Orange County Water District's (OCWD) Groundwater Replenishment System (GWRS) Initial Expansion. The GWRS Initial Expansion is an advanced water purification project that improves local water supply reliability through wastewater reclamation and groundwater replenishment. By creating a new local water supply the project will help Orange County reduce its reliance on imported water supplies. The GWRS Initial Expansion will also help protect groundwater basin from seawater intrusion and improve groundwater quality by reducing the amount of dissolved solids (salt) in the groundwater basin.

The existing GWRS facility purifies nearly 72,000 acre-feet per year (afy) of highly treated wastewater through a three-step advanced treatment process consisting of microfiltration, reverse osmosis, and ultraviolet light disinfection with hydrogen peroxide. The GWRS Initial Expansion is expected to provide an additional 31,000 afy of new water – enough to meet the needs of nearly 250,000 people. This would bring the total production of the GWRS to 103,000 afy, enough water for 850,000 people.

Since going on-line in 2008, the GWRS has proven to be a significant source of reliable, high-quality water for the region, made all the more valuable during California's recent drought. The GWRS has also garnered 21 awards, including the prestigious American Society of Civil Engineers Project of the Year, 2009 Outstanding Civil Engineering Achievement Award, and earned the Orange County Water District 2008 Stockholm Industry Water Award.

3191 Katella Avenue
Los Alamitos, CA
90720-5600

Telephone:
(562) 431-3538

FAX (562) 493-1255

www.ci.Los-Alamitos.ca.us

CITY OF LOS ALAMITOS

Projects like the GWRS Initial expansion are essential to meet the region's increased demands as Southern California continues to reduce its dependence on imported water. These types of projects also improve our region's supply reliability by providing important local resources to draw upon when disasters or other challenges impact traditional supplies.

Although Council does not fully support an increase to ratepayers, this is the least expensive option as opposed to potential increases that would occur in the event that water would have to be imported. For these reasons, the City of Los Alamitos supports the GWRS Initial Expansion.

Sincerely,

CITY OF LOS ALAMITOS

Ken Stephens
Mayor

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, EXPRESSING SUPPORT FOR THE
GROUNDWATER REPLENISHMENT SYSTEM INITIAL
EXPANSION

WHEREAS, managing Southern California's water resources is critical to the continued health and economic vitality of the region; and,

WHEREAS, currently, Southern California loses approximately 1.3 billion gallons of wastewater every day to ocean outfall from Los Angeles, Orange, San Diego, and Ventura Counties due to lack of water a recycling resources; and,

WHEREAS, wastewater is reliable constant source of water, yet recycling it is a minute fraction of California's water portfolio; and,

WHEREAS, the existing Groundwater Replenishment System (GWRS) facility purifies nearly 72,000 acre-feet per year (afy) of highly-treated wastewater, enough for 600,00 people; and,

WHEREAS, the GWRS Initial expansion is expected to provide an additional of 31,000 afy of new water, bringing the total production of the GWRS facility to 103,000 afy, enough to meet the needs of nearly 850,000 people; and,

WHEREAS, the GWRS Initial Expansion improves the quality of the water in the groundwater basin by adding near-distilled quality water into the aquifer; and,

WHEREAS, the GWRS Initial Expansion will produce water at one-half the energy currently required to import water from the State Water Project into Southern California; and,

WHEREAS, the GWRS Initial Expansion will create hundreds of local jobs through development, construction, and operation of the project; and,

WHEREAS, the GWRS Initial Expansion will produce ultra pure water at a cost that is competitive to that of importing water. Imported water supplies are declining, and the demand and price are rising significantly. The more Orange County invest in water recycling, the less it becomes subject to supply shortages and price increases; and,

WHEREAS, the City Council supports the GWRS Initial Expansion project, but does not support an increase to rate payers. The Council recognizes that these improvements will be an increase to ratepayers generally; however, this method is the least expensive way of providing water as opposed to importing of water.

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, California, finds that GWRS Initial Expansion will be beneficial to the residents and rate payers in the City, and,

SECTION 2. The City Council of the City of Los Alamitos, California, supports the Groundwater Replenishment System Initial Expansion.

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

PASSED, APPROVED, AND ADOPTED this 5th day of December 2011.

Kenneth C. Stephens, Mayor

ATTEST:

Jeffrey L. Stewart, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Jeffrey L. Stewart, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 5th day of December 2011, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Jeffrey L. Stewart, City Clerk

City of Los Alamitos

Agenda Report

December 5, 2011

Discussion Items

Item No: 10B

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager

Subject: Consideration and Possible Action of Retaining Probolsky Research, LLC for the Purpose of Conducting a Community Survey

Summary:

Staff has obtained a proposal from Probolsky Research, LLC for the purpose of conducting a community telephone survey. It is recommended that the City Council authorize the City Manager to execute a professional services agreement with the firm in amount not to exceed \$14,900.00.

Recommendation: 1) Authorize the City Manager to execute an agreement with Probolsky Research in an amount not to exceed \$14,900.00; 2) Alternatively, discuss and take other action related to this item.

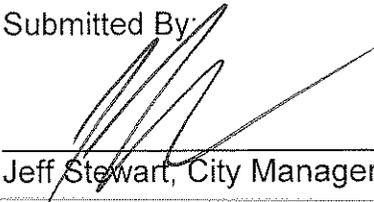
Background and Discussion

Staff is seeking data for future City Council consideration regarding issues, such as a potential annexation of portions of the City's Sphere of Influence, community opinion about City services and the general direction of the City. Accordingly, staff obtained a proposal from Probolsky Research, LLC to perform the work. Probolsky, as you will recall, performed a recent survey among residents in unincorporated Rossmore. The firm is well-versed in local issues and would be instrumental in helping to frame questions for a telephone survey of the community. Staff envisions a survey of up to 25 questions among 300 members of the community. The margin of error of such a survey is estimated at +/- 5.8%. If approved by the City Council, Probolsky would develop questions and bring them back to the City Council for approval at its regularly scheduled meeting of December 21, 2011. Upon completion of the survey, Probolsky Research would complete a written analysis of the results and report back to the City Council directly. The cost would not exceed \$14,900.00.

Fiscal Impact

\$14,900.00. Staff recommends the funds be taken from the City Clerk Professional Services account. The amount would be offset by the savings realized from the current vacancy in the City's Clerk's office and, thus, would be revenue neutral.

Submitted By:



Jeff Stewart, City Manager

Attachments: 1) *Proposal from Probolsky Research, LLC*

From the desk of:

Adam D. Probolsky
Chairman and CEO

November 7, 2011

Jeffrey L. Stewart
City Manager
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720-5600

Jeff,

Thank you for the opportunity to offer our research services and strategic counsel to the City of Los Alamitos.

Our firm is among a small group of research organizations that have an extensive public sector practice, conducting research on behalf of local and regional government agencies. This experience allows us to provide a unique perspective based on the concerns of residents, voters and ratepayers.

Probolsky Research has considerable experience working specifically for cities throughout California on issues relating to annexation, taxation and redevelopment as well as benchmarking and tracking customer service. Understanding public opinion is an important part of making informed public policy decisions and is critical to developing an effective outreach effort.

Our research will help to deliver a clear picture of the landscape of public opinion so that you can understand the concerns of the community. Specifically, we will help you to:

- Understand the community's needs, wants and opinions, specifically in terms of annexation, UUT, budget prioritization and customer service and other items as identified by the City
- Identify resident receptivity to various scenarios
- Identify features and benefits that influence support or opposition
- Test assumptions and develop strategic message points
- Profile support and opposition by various demographic measures critical to targeted outreach efforts
- Establish a roadmap for communication and outreach efforts

Throughout our work on your behalf we will remain available for meetings and conference calls as requested. **Research results are kept in the strictest of confidence and released only to designated parties and then, only in formats approved in advance by our clients.** We are available to write customized reports such as briefing memoranda and give public testimony when so directed by your office.

I look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'ADP'.

Adam D. Probolsky
Chairman & CEO

Probolsky Research is a California Certified Small Business Enterprise (Supplier # 1022458)



Probolsky Research LLC
3990 Westerly Place Suite 185
Newport Beach CA 92660 USA

Newport Beach:
(949) 855 6400

Sacramento:
(916) 256 4040

Washington DC
(202) 559-0270

www.probolskyresearch.com

COMMUNITY SURVEY

City of Los Alamitos

November 7, 2011

PROPOSAL: Prepared for Jeffrey Stewart



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PROBOLSKY RESEARCH LLC PROFILE

Understanding public opinion is always a useful tool in formulating public policy. Effective governance often requires a thorough understanding of what residents think, what priorities they hold and how they respond to different messages.

Probolsky Research LLC specializes in opinion research on behalf of local and regional government agencies. Our firm's experience includes extensive work on issues relating to annexation, tax proposals, rate structures, customer satisfaction, program/project awareness, development/redevelopment, open space preservation and other issues facing local government and their constituencies.

Our research services include telephone surveys, field studies, on-site surveys, mail surveys, executive level one-on-one interviews, on-line surveys, focus groups and ridership surveys. We provide a breadth and depth of experience that allows for expert project design, implementation, analysis and presentation.

Our clients depend on us for delivering accurate, meaningful data and strategic recommendations that are communication-ready and immediately actionable.

Our firm is among a small group of research organizations that have extensive public-sector, corporate and political practices, conducting research on behalf of government agencies, Fortune 500 companies political candidates and ballot measures and non-profit organizations. Our nearly twenty years of experience includes elections work and has earned us the respect of several media outlets which have partnered with us for their public polling.

Opinion research allows public outreach projects to know what the public is thinking and how best to be responsive to them. It reveals the best ways to reach various constituencies, allowing the outreach effort to maximize expenditure by ensuring that messages effectively speak to the unique needs and desires of specific groups of the community. Good polling is your outreach effort's roadmap to communicating with the community.

Specifically, opinion research will help your outreach by:

- **Understanding** the community's needs, wants and opinions

- **Identifying** community receptivity to potential scenarios
- **Profiling** support and opposition by various demographic measures critical to targeted outreach efforts (including geographic, gender, vote propensity and others)
- **Identify** issues that influence support or opposition, including potential pitfalls
- **Testing** assumptions and **developing** strategic message points and methods of communication for key audiences
- **Establishing** a roadmap for communication and outreach efforts

Probolsky Research firmly believes that research must be conducted in the preferred language of the respondents, which is why at the outset of any research project we prioritize a discussion of multi-lingual survey instruments.

These services are critical to obtaining accurate, reliable results.

<p>Unique to Probolsky Research</p> <ul style="list-style-type: none"> • Extensive local, regional and statewide government experience • Comprehensive understanding of effective communication strategy, messaging and tactics • Multi-lingual experts
--

While each project is unique, the general process usually follows this tested path: work with the client and the consultants to develop the ideal survey instrument and methodology; field the survey and provide a thorough analysis of the results, including a strategic memorandum, talking points, presentation graphics, strategy and message development,

presentations to client and others, as directed by the client.

Because we believe that face-to-face meetings are extremely useful to our end-product, and to get the most out of the client/consultant relationship, Probolsky Research personally attends on-site meetings at no cost.

We do not assign your mission-critical project to staff. Principal Adam D. Probolsky and Vice President Justin Wallin work directly with our clients to develop comprehensive survey instruments and to provide analysis of the results, as well as to advise on strategy and implementation. Please consider us to be part of your strategic team.

Research results are kept in the strictest of confidence and released only to designated parties and, then, only in formats approved in advance by our clients.

MANAGEMENT BIOGRAPHIES

ADAM D. PROBOLSKY: CEO AND POLLSTER



Mr. Probolsky is chairman and CEO of Probolsky Research LLC; a full service opinion research and strategy firm specializing in public policy and working on behalf of corporate, government, special interest and media.

Mr. Probolsky has acted as pollster and strategic advisor on hundreds of local, county and statewide initiatives. Additionally, Mr. Probolsky has been a key advisor to his firm's clients on matters of public policy and legislation.

Mr. Probolsky was a planning commissioner and finance commissioner in the city of Irvine. Mr. Probolsky was also a member of the Orange County Waste & Recycling Commission overseeing landfills, recycling programs, waste hauling companies and power generating facilities. He is presently a member of the Orange County Transportation Authority's Environmental Mitigation and Oversight Committee.

Mr. Probolsky formerly served as a member of the Policy Committee on Energy and the Environment of the United States Chamber of Commerce.

Mr. Probolsky's research and commentary has been published in numerous media outlets including The New York Times, Riverside Press Enterprise, The Chicago Sun Times, Capitol Weekly, the Orange County Register and National Review Online and Fox News. Additionally, Mr. Probolsky is a regular panelist on news and public affairs television programs including the KTLA Channel 5 morning show and public television programs like The Real Orange on PBS SoCal.

JUSTIN I. WALLIN, MBA: VICE PRESIDENT



Mr. Wallin drives Probolsky Research operations.

A management, operations and marketing expert with the breadth, depth and variety of experience to manage organizations and projects across industries and borders, he has delivered senior-level strategic direction, tactical implementation and operational expertise to statewide, city and municipal governments, global Fortune 250 firms as well as political and non-profit organizations, small and medium businesses, and other organizations.

Wallin holds an MBA with an emphasis in marketing and strategy from the University of Southern California, a first-tier graduate business program ranked as one of the three most rigorous MBA programs in the nation.

Mr. Wallin's articles, commentary and analysis have been featured in Campaigns & Elections, Public CEO as well as public radio and television programs such as the Cox Forum.



RESEARCH APPROACH AND METHODOLOGY

Public opinion can make or break any effort – even one with a perceived advantage early on in the process. Sometimes, even if the public genuinely supports an initiative or proposal, it can be hard to demonstrate that support. While vocal activists are often a minority, they tend to capture attention, and with it can gain the upper hand.

One of the most important elements of any public outreach program is a clear, concise and effective analysis of the prospective audience. For this reason, initiating any public education and outreach campaign with a public survey is a logical yet critical step toward the eventual goal of gaining the support of the electorate for the project. Effective community education efforts begin with understanding what residents think and how they respond to different messages.

Specifically in terms of potential revenue measures, we have found that regional revenue measures stand a significantly better chance of success at the polls than do statewide measures.

The public's dissatisfaction with, and distrust of, California state government does not generally extend to local and regional government agencies. When proposing revenue measures we have found that voters generally need to achieve comfort in four key areas:

1. There must be a pressing need for the money
2. There are no other sources available to fund the purpose
3. The money will be spent as promised
4. Existing funds are being well managed

These factors point towards a positive starting point for potential new revenue mechanisms that may be considered by the City. Nevertheless, pitfalls do exist. High unemployment and plummeting property values weaken public receptivity to new taxes and increased rates.

RESEARCH METHODOLOGY

Probolsky Research is uniquely well qualified to perform all forms of opinion research. While we are happy to explore all options and have developed methodologies to minimize any limitations inherent in the different approaches, we generally recommend the utilization of a

statistically significant telephone survey for the purposes of quantitative research, especially when in the arena of public policy.

Telephone surveys generate the highest response rate of survey instrument alternatives, including online. Our telephone interviewers are trained in opinion research and only conduct surveys. They fully understand the nuanced and specialized tactics required to solicit meaningful answers without biasing the respondent. We utilize CATI (Computer Assisted Telephone Interviewing) software, which makes complex questionnaires of the nature often required by our clients practical by offering many logical options.

The major contributing factors to the cost of quantitative research include the number of questions and the number of respondents. The more questions, the deeper we can query respondents to understand not just the how, but also the why. This deeper understanding provides special insight into the motivations behind the actions of residents and their feelings about service and public policy.

When considering sample design, the number of respondents is important for several reasons, key among them is that the more respondents we survey, the more reliable the results become among segments of the region to be researched. For instance, when considering the City of Los Alamitos, a sample size of 300 would yield reliable, statistically valid results while allowing for multiple survey questions at an aggressive price.

Probolsky Research utilizes an enhanced version of the voter records provided by the Orange County County Registrar of Voters to develop the survey sample. There are certain advantages to using the file that will ensure our results will be more meaningful and actionable for your ultimate goals, such as helping us to predict voter turnout. We have a long history of proven, accurate turnout predictions. The voter file also allows us to provide cross tabulated results based upon numerous demographic categories such as but not limited to age, gender, ethnicity, party preference, voting history, method of voting and geographic location, all without adding the cost of asking these questions in the survey.



The importance of calling cell phones cannot be overemphasized. Unlike some researchers, we contact voters on their home, office and cell phones. Restrictions that have been placed on calling cell phones do not apply to us because (1) we conduct research that specifically deals with public policy, and (2) our interviewers dial each cell phone number individually.

Conducting research in the language most comfortable to voters is a critical component to obtaining accurate, reliable results. Probolsky Research firmly believes that research must be conducted in the preferred language of the respondents. This proposal includes conducting the poll in both English and Spanish.

Our methodology is query-based, and open-ended questions figure prominently in our polls; follow-up questions asking why, and asking the same question again in a more familiar tone. It has become a firm trademark of sorts. Therefore, we highly recommend that open-ended questions be part of any survey instrument and never charge extra for them.

We work with you to develop the key themes and required data of the survey. We then select a question type (open ended, multiple choice, debate block, etc.) for each information snapshot required. We construct each question with special care given to conversational formats to put respondents at ease and maximize the usefulness of our results. We also pay particular attention to answer choices, ensuring that we do not have too many (superfluous) possibilities, nor too few (running the risk of overlooking key data). We evaluate question order, and design a question progression that minimizes possible error due to survey design.

After developing the draft questionnaire, we deliver it for review and commentary. Following a conference call or meeting during which we discuss proposed modifications, Probolsky Research incorporates agreed-upon changes to the questionnaire.

Conduct Telephone Survey and Interpret Results
Upon fielding the survey, Probolsky Research will collect, tabulate and cross-tabulate the data using statistical analysis software. We conduct open-end coding as

needed, and then convert the coded data into readable results.

Final Report Delivery and Presentations
Probolsky Research will develop a comprehensive draft report of survey results along with analysis and graphs (including a strategic memorandum, talking points, and guidance on strategy and message development) in both print and electronic formats.

Additionally, Probolsky Research staff will be available to create customized reports such as briefing memoranda and make presentations when so directed by your office.

Timeline of a Typical Poll
Probolsky Research is able to accommodate virtually any schedule required. The following is an outline of a sample poll schedule that can easily be modified:

Meeting or conference call	DAY 1
Probolsky prepares draft survey device	DAY 1-2
Review and comments on survey instrument	DAY 4-5
Final script approved	DAY 6
Field survey	DAY 7-11
Preliminary results delivered	DAY 11
Survey results tabulated, analyzed	DAY 12
Report written	DAY 13
Report delivered	DAY 14
Ongoing consultation with client	DAY 14+

Should you be available to and desire to move more quickly it is possible to condense this process.



CASE STUDIES

City of Brisbane: Community Satisfaction Survey

This is a typical example of a Community Satisfaction Survey. The City of Brisbane wished to identify how residents felt about City services, such as roads and recreation. Moreover, the City wanted to understand how well-informed residents were of City programs. Naturally, not all research will uncover positive results, but this was certainly one case that did so – overwhelmingly. Probolsky Research uncovered a general resident satisfaction rate of nearly 95%, and delivered a detailed breakdown of resident satisfaction regarding each major City program or service. Moreover, Probolsky Research determined that 92% of residents felt well-informed regarding City programs, and that 96% of residents felt safe in their community.

City of Colton: Annexation Study

The City of Colton was evaluating annexing unincorporated county island areas. Colton had contracted a public affairs expert to help guide their assessment efforts and public engagement plan.

Government annexations of communities that have sizable populations can be a thorny proposition, but by testing public opinion and knowing what the major concerns of the residents are and by identifying the best messages to communicate, it can be safely navigated.

Probolsky Research was hired to help define Colton's strategy. Our research had to encompass not only the multiple disparate county islands the City was looking to annex, but also existing City residents – or what could be considered "internal" sentiment. Questions concerning the implications of annexation of an outside area (such as code enforcement, utility billing normalization, etc.) had to be answered to ensure that no unforeseen issues that would create problems with residents were involuntarily created.

Probolsky Research determined there was limited support for (and significant opposition to) the proposal among unincorporated area residents. We helped fine-tune communications tactics by testing messages concerning the upside of becoming part of the City of Colton. No less important, we dug into the specific points of pain (whether real or merely perceived) that residents associated with incorporation so that the

communications consultant could develop an effective plan to address them.

The City gained insight as to the specific resident concerns associated with the prospect of annexation, and were therefore able to evaluate an appropriate go-forward strategy inclusive of critical, effective voter education/messaging.

City of American Canyon: Community Satisfaction/Ballot Measure Survey

The City of American Canyon in Napa County, California faces a structural budget deficit driven by the current economic recession. The City contracted Probolsky Research to perform a voter study within the community to determine voter receptivity to three potential new revenue generating alternatives, including an increased transient occupancy tax (TOT), an increased tax on the City's only gambling establishment (a card room) and the creation of a new lighting landscape district.

Our research provided a definitive snapshot of public opinion, allowing the City to accurately evaluate alternatives in terms of likely voter approval and create an effective action plan oriented towards the November, 2010 ballot.

City of Grand Terrace: Community Survey and Development Prioritization Project

In 2008, the City of Grand Terrace desired a greater general understanding of resident satisfaction with City programs, services and departments. The City also was considering a number of development projects that had been proposed, and needed an accurate assessment of resident concerns and support for the various issues on the table. Topics ranged from the evaluation of the most desired retail stores (if a development were to be expanded) to voters' feelings about the use of eminent domain regarding various public and private uses. Probolsky Research benchmarked resident satisfaction with City services, and assisted the City in the prioritization of discretionary funds during their budgetary process. As a result, the City was able to make informed decisions reflective of their needs and concerns of their constituents.



City of Sierra Madre: Special Public Safety Tax

The City of Sierra Madre has the last all-volunteer fire department in Los Angeles County. The City (which has a very limited sales tax base) was facing serious budget cuts. The City needed additional funding to support and improve advanced life-safety services, and a proposed tax to deliver those funds was on the ballot. Sierra Madre and their public affairs consultant (TMG Communications) turned to Probolsky Research to (1) determine the degree and nature of initial support/opposition to the ballot, and (2) to identify useful voter sentiment to generate an effective voter education message.

City of Garden Grove: Parcel Tax

The City of Garden Grove would like to move forward with plans to build a new police station to replace their outdated, cramped and ineffective headquarters structure. However, like many California cities, the current nationwide economic crisis is hitting Garden Grove hard. Revenues from property taxes, sales taxes and permits and fees have plummeted, and the City is facing a shortage of funds. Probolsky Research was contracted by Garden Grove to assess voter receptivity to a proposed parcel tax designed to both fund the new police station and replacement two fire stations that are currently housed in converted 1950's single-family homes.

Because the City has large populations of Spanish-speaking and ethnic Vietnamese voters, Probolsky Research performed the survey in Vietnamese, Spanish and English. Our research unveiled in-depth and accurate voter perception of the proposed measure, evaluated likely messengers, determined effective messaging tactics (including in-depth loss-of service analysis) and assessed likely opposition strengths and weaknesses. We also tested and evaluated possible revenue alternatives. Probolsky Research delivered data-driven recommendations and provided a turnout prediction to the City Council.

City of Garden Grove: Transient Occupancy Tax Increase

Searching for funds to support City operations, the City of Garden Grove was evaluating increasing their Transient Occupancy Tax. Given the predominantly Republican composition of the city, voter sentiment was

traditionally anti-tax and pro-business. This of course meant that the City needed to determine if an increased transient occupancy tax was something that would have any chance at all when put to a vote.

Probolsky Research was able to reveal that voters would be more open to the tax increase if they felt that it would not make the city's hoteliers less competitive and if they knew the hoteliers themselves were supportive of the change. However, our research also revealed the challenges that lay in the path of success given the significant opposition to the proposal.

The City approached the tax increase several different occasions. Probolsky Research performed the opinion survey work in each instance. Eventually, the City's public outreach consultant successfully leveraged our results to affect a positive outcome at the ballot box. In the end, the tax passed, and the City obtained sorely needed revenues.

City of Perris: Parcel Tax

The current nationwide economic crisis is hitting the California County of Riverside especially hard. Riverside's City of Perris faces dramatically plummeting property tax revenues, sales tax revenues and revenues from permits and fees. The City recognizes that new revenue is needed to maintain city services such as law enforcement, fire protection, paramedics and parks and recreation. Probolsky Research was contracted by the City to work with their public relations consultant to evaluate voter receptivity to a proposed parcel tax.

Because the City is significantly diverse, Probolsky Research performed the survey in both Spanish and English. Our research uncovered voter perception of the proposed measure, evaluated likely messengers, determined effective messaging tactics (including in-depth loss-of service analysis) and assessed likely opposition strengths and weaknesses. We also tested and evaluated possible revenue alternatives. TMG and Probolsky Research provided a studied outcome prediction, go-forward plan and budget requirements of a public information plan.



COST PROPOSAL

Based on the information we have received, we have outlined the following cost proposal for research performed on behalf of the City of Los Alamitos.

Our proposal is an inclusive, firm, fixed-price bid. We do not charge incrementally nor do we charge for travel-related expenses.

TELEPHONE SURVEY: OPTION 1

QUESTIONS	RESPONDENTS	MARGIN OF ERROR	COST
Up to 15	300	+/-5.8%	\$9,700
Languages: English and Spanish			

TELEPHONE SURVEY: Option 2

QUESTIONS	RESPONDENTS	MARGIN OF ERROR	COST
Up to 25	300	+/-5.8%	\$14,900
Languages: English and Spanish			

TELEPHONE SURVEY: Option 3

QUESTIONS	RESPONDENTS	MARGIN OF ERROR	COST
Up to 35	300	+/-5.8%	\$19,500
Languages: English and Spanish			



PARTIAL LIST OF CLIENTS

GOVERNMENT

City of Brisbane
City of Colton
City of Diamond Bar
City of Irvine
City of Fontana
City of Grand Terrace
City of Garden Grove
City of American Canyon
City of Perris
City of Mission Viejo
City of Pomona
City of Upland
City of Santa Ana
City of Sierra Madre
Harbor City
City of Yorba Linda
Grand Terrace
County of Orange
Huntington Beach Union H. S. District
Municipal Water District of Orange County
Mesa Consolidated Water District
Riverside Water Symposium
Irvine Ranch Water District
Joshua Basin Water District
Jurupa Community Services District
Orange County Sanitation District
Orange County Transportation Authority
Orange County Water District
Santa Ana Watershed Project Authority
Santa Margarita Water District
Newhall County Water District
Victor Valley Water District
Santa Clara Valley Water District
Water Replenishment District of Southern California
Upper San Gabriel Valley Municipal Water District
Los Angeles County Sanitation District
Yorba Linda Water District

ASSOCIATIONS

American Associations of Health Plans
Apartment Association of Orange County
Building Industry Association
California Association of Realtors

Garden Grove Police Officers Association
O. C. Professional Firefighters Association
Orange County Public Relations Society

CORPORATE CLIENTS

AT&T
T-Mobile
SDG&E
Calpine Corporation
Waste Management
Union Pacific Railroad Company
CH2MHILL
Lucent Technologies
Axiom
Cap Gemini/Ernst & Young
Emergency Preemption Systems
First Franklin Financial Corp.
Manor Care Health Services
Sunrise Assisted Living
L. A. Chemical
P & D Environmental Services
CTE Engineers
Rural/Metro Corporation
Fidelity National Financial
Clinica Medica Familiar
California Quartet
Prescott Properties
Accupoll
Brookfield Homes
The Irvine Company
TOD Properties, LLC
Infinity of Mission Viejo
John Laing Homes
DR Horton
Wal-Mart
Orange County Water Summit
State of the Santa Ana Watershed
Riverside County Water Symposium
OC Fair
I-215 South Corridor
March Global Port
Poseidon Resources
PIFPAC
Chevron

City of Los Alamitos

Agenda Report

December 5, 2011

Council Reorganization

Item No: 11A

To: Mayor Kenneth Stephens and Members of the City Council

From: Jeff Stewart, City Manager

Subject: City Council Reorganization

Summary: The Los Alamitos Municipal Code specifies the annual reorganization of the City Council. The reorganization is generally conducted during the first meeting in December. However, due to the scheduled absence of a member of the City Council, staff recommends that no action be taken and that the issue be rescheduled for the regular meeting of December 19, 2011, when the entire City Council is scheduled to be in attendance.

Recommendation: 1) Reschedule the reorganization of the City Council to the regular City Council meeting of December 19, 2011.

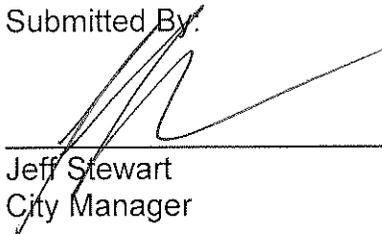
Background

None

Fiscal Impact

None

Submitted By:



Jeff Stewart
City Manager