

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING MONDAY, MAY 2, 2011 – 7:00 p.m.

NOTICE TO THE PUBLIC

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Council Member Poe

4. INVOCATION

Council Member Graham-Mejia

5. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Please state if you wish to speak on an item on the Agenda. Remarks are to be limited to not more than five minutes.

6. REGISTER OF MAJOR EXPENDITURES

May 2, 2011.

Roll Call Vote

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

7. CONSENT CALENDAR

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

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

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

B. **Warrants** (Finance)
 May 2, 2011.

C. **Authorization to Purchase Replacement Computers** (Police)
 This report seeks City Council authorization to purchase fifteen (15) replacement desktop computers for distribution in City Departments.

Recommendation: Authorize the expenditure of \$11,594.85 from the Fiscal year 2010-11 Budget, account number 53.512.5450, for the purchase of fifteen (15) replacement desktop computers for distribution in City Departments.

D. **Consideration of a Professional Services Agreement with Mr. Douglas L. Wood for the Provision of Services Related to the Administration of LATV** (Admin.)
 The City's agreement with CSMP for the administration and program scheduling of LATV will expire on April 30, 2011. Staff is proposing that the City Council approve a professional services agreement with Mr. Douglas L. Wood to manage those duties temporarily while the City considers the future structure of LATV.

Recommendation: 1) Approve the attached agreement with Douglas L. Wood for the provision of services related to LATV.

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

8. DISCUSSION ITEMS

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

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

Recommendation: Council authorize the Mayor to sign the attached letter and forward to USAR.

B. Evaluation of General Plan Consultants (Comm. Dev.)

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

Recommendation: 1) Receive and File Recommendation of Ad Hoc Subcommittee; 2) Accept recommendation of consulting firms to be interviewed by City Manager and Community Development Director; 3) Alternatively, discuss and take other action related to this item.

9. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

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

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

10. ITEMS FROM THE CITY MANAGER

11. CLOSED SESSION

Conference with Legal Counsel – Existing Litigation

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

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

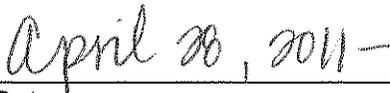
12. ADJOURNMENT

The next meeting of the City Council is scheduled for Monday, May 16, 2011, in the City Council Chambers.

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



Adria M. Jimenez, CMC
City Clerk



Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
May 2, 2011

Pages:

01	\$ 32,506.83	Major Warrants	05/02/2011
	\$ 136,739.79	Payroll	04/15/2011
	\$ 82,147.21	Payroll Benefits	04/15/2011

Total **\$ 251,393.83**

Statement:

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



this 27th day of April, 2011

/ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES 03/11	GENERAL FUND	BUILDING INSPECTION	8,774.68
	WATER QUALITY SVCS 03/11	GENERAL FUND	BUILDING INSPECTION	1,608.00
	NPDES INSPECTIONS 03/11	GENERAL FUND	NPDES	2,901.50
			TOTAL:	13,284.18
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	7,002.74
	SLO-PITCH FLD/LAUREL PRK	GENERAL FUND	PARK MAINTENANCE	1,196.19
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	261.41
	CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	693.73
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	1,408.47
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,657.37
	TRAFFIC SIGS/ST LIGHTS	GAS TAX	STREET MAINTENANCE	7,002.74
			TOTAL:	19,222.65

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

10	GENERAL FUND	25,504.09
20	GAS TAX	7,002.74
----- GRAND TOTAL:		32,506.83 -----

TOTAL PAGES: 1

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – March 21, 2011

ITEM NO. 7A

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

1. CALL TO ORDER

The City Council met in Regular Session at 7:09 p.m., Monday, March 21, 2011 in the Council Chambers, 3191 Katella Avenue, Mayor Stephens presiding.

2. ROLL CALL

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

Absent: Council Members: None

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

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Edgar led the Pledge of Allegiance.

4. INVOCATION

Mayor Stephens gave the Invocation.

5. PRESENTATION

Introduction of New Employee – Adam Rodgers, Police Officer

Mayor Stephens introduced Police Officer Adam Rodgers and presented him with a City memento. Pictures with Council followed.

6. ORAL COMMUNICATIONS

Henry Toboada, RCSD, commented on Item #10A, Discussion of Potential Application for Latent Powers by the Rossmoor Community Services District.

Alexander Kim, Public Affairs Manager for SCE, introduced himself to the City Council.

Rena Ruiz, resident, commented on parking issues on Oak Street, across from the Community Center.

Alice Jempsa, resident, commented on Item #9A, Introduce and Waive Further Reading of Ordinance No. 11-05, "Amending Portions of Chapter 2.04.170(a), "Addressing the council," of the Los Alamitos Municipal Code, and provided history on comments from the public.

Richard Murphy, resident, thanked Mayor Pro Tem Edgar for finding a compromise at the previous Council Meeting.

Mayor Stephens closed Oral Communications at 7:25 p.m.

7. REGISTER OF MAJOR EXPENDITURES

March 21, 2011.

Motion/Second: Edgar/Poe

Unanimously Carried: The City Council approved the Register of Major Expenditures for March 21, 2011, in the amount of \$355,343.50.

Roll Call Vote

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

8. CONSENT CALENDAR

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

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

Motion/Second: Poe/Graham-Mejia

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

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

A. Approval of Minutes

1. Approved Minutes of the Regular Meeting – February 22, 2011.

C. Award of Contract for Alley Rehabilitation Project between Green Avenue and Howard Avenue, from Reagan Street to Maple Street (CIP No. 10/11-13), CDBG Project No. KC 10937

This report recommends that City Council award a construction contract to United Paving for the rehabilitation of the alley between Green Avenue and Howard Avenue, from Reagan Street to Maple Street on the basis of the lowest qualified bid.

Recommendations:

1. Awarded the contract for the Alley Rehabilitation Project between Green Avenue and Howard Avenue, from Reagan Street to Maple Street (CIP No. 10/11-13) for the lowest responsible bid, to United Paving in the amount of \$120,689.75, reject all other bids; and,
2. Authorized the Mayor to execute the contract for the project; and,
3. Authorized staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$12,068.98, which is 10% of the original contract amount.

D. Authorization to Purchase Parking Lot Surveillance Equipment

This report seeks City Council authorization for the expenditure of \$13,940 from the City of Los Alamitos Fiscal Year 2010-11 budget for the purchase of the equipment, installation, and configuration of the parking lot surveillance system.

Recommendation: Authorized the expenditure of \$13,940 from the Asset Forfeiture Fund, 27.570.5503.1114, for the purchase and installation of equipment from Scientia for the parking lot surveillance and camera upgrade project.

E. Second Reading for Ordinance No. 11-04 - ZOA 10-02(Window Signs)

This is the second reading of Ordinance 11-04 to alter Window Sign regulations. During the first reading, Council agreed to retain the City's existing regulations while adding a definition of "windows".

Recommendation:

1. Waived reading in full and authorized reading by title only of Ordinance No. 11-04; and,
2. Mayor Stephens read title of Ordinance No. 11-04, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, AMENDING THE LOS ALAMITOS MUNICIPAL CODE SECTION 17.28.030."
3. Adopted Ordinance No. 11-04 by roll call vote.

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

8A. Approval of Minutes

2. Approve Minutes of the Special Meeting – March 7, 2011.

Council Member Kusumoto requested his statement about why he voted "No" on the Traffic Commission appointments be added to the minutes.

Motion/Second: Kusumoto/Edgar

Unanimously Carried: The City Council approved the Minutes of the Special Meeting of March 7, 2011 with the requested addition.

8B. Warrants

March 21, 2011.

Council Member Poe commented on expenditures related to the Race on the Base as "special classes" and asked the items be delegated as "special events" for clarity.

Angie Avery, Community Services Director, provided an explanation of the budget expenditures for Race on the Base.

Motion/Second: Poe/Graham-Mejia

Unanimously Carried: The City Council approved the Warrants for March 21, 2011 in the amount of \$96,181.44.

9. ORDINANCES

A. Introduce and Waive Further Reading of Ordinance No. 11-05, "Amending Portions of Chapter 2.04.170(a), "Addressing the council," of the Los Alamitos Municipal Code

During the regular City Council Meeting of March 7, 2011, the City Council approved changing the City's current policy on public comment. The Council's decision was to change the public comment time during Oral Communications from five minutes to three minutes and allow the public to comment for three minutes at the time an item is being discussed by the City Council.

City Clerk Jimenez summarized the staff report for City Council.

Council Member Graham-Mejia stated her understanding of this item was that Council Member Kusumoto was making a compromise to keep Oral Communications to a limit of five minutes, and allow the public to comment on individual agenda items for three minutes. Council Member Graham-Mejia requested Council Member Kusumoto clarify his motion.

Council Member Kusumoto stated he did not mean to modify the Oral Communications portion from five minutes to three minutes. His intent was to allow anyone who wants to speak on an item for three minutes at the time that item came up.

Sandra Levin, City Attorney, provided a description to Ordinance No. 11-05, "Amending Portions of Chapter 2.04.170(a), "Addressing the council," of the Los Alamitos Municipal Code as follows:

Manner of Addressing Council. Each person desiring to address the council shall step up to the microphone in the front of the council chamber, is requested to state his/her name and address for the record, state the subject he/she wishes to discuss, state whom he/she is representing if

he/she represents an organization or other persons, and, unless further time is granted by majority vote of the council, shall limit his/her remarks to three minutes at the time an agenda item is called and five minutes during Oral Communications. All remarks shall be addressed to the council as a whole and not to a member thereof. No question shall be asked of a councilmember or a member of the city staff without the permission of the presiding officer.

Motion/Second: Kusumoto/Graham-Mejia

Unanimously Carried: Introduced and waived further reading of Ordinance No. 11-05, "Amending Portions of Chapter 2.04.170(a), "Addressing the council," of the Los Alamitos Municipal Code.

10. DISCUSSION ITEMS

A. Discussion of Potential Application for Latent Powers by the Rossmoor Community Services District

During the regular City Council meeting of March 7, 2011, Council Member Graham-Mejia requested staff to agendize a discussion item related to the potential application for "latent powers" by the Rossmoor Community Services District

Jeffrey L. Stewart, City Manager, summarized the staff report, noting this item was requested by Council Member Graham-Mejia. Mr. Stewart advised though RCSD has adopted a resolution with the intent to request latent powers, to date they have not done so. The item is on the agenda tonight for discussion purposes.

Council Member Graham-Mejia stated she brought this forward because there has been a lot of talk in both communities about what latent powers are and she wanted to provide clarification for residents. She asked the City Manager to provide information on the RCSD's workshop regarding providing Police and Animal Control services in other areas.

Mr. Stewart advised Rossmoor is exploring the notion of extending powers to provide for law enforcement services and must make that request through LAFCO. He stated there have been informal discussions with the County to provide services for Rossmoor, which is very theoretical at this point.

Council Member Graham-Mejia asked why the County would be opposed to allowing Rossmoor to have latent powers.

Mr. Stewart stated he would be speculating and would have to invite a representative from the County to state their opposition.

Council Member Graham-Mejia stated she put this item on the agenda because we are neighboring communities and there has been a great deal of discussion about annexation of Rossmoor. She stated she knows there are people in both cities nervous about annexation and thought the Council should bring this forward as a show of support of Rossmoor. She stated if the Council does not

take any kind of action tonight, that is okay with her, but she just thought it was something the City Council should discuss.

After additional comments by Council Members, Mayor Pro Tem Edgar made the following motion:

Motion/Second: Edgar/Poe

The City Council send a letter signed by the Mayor providing any support through our ad-hoc committee or directly with the Council or City Staff and include in that a matching funding contribution to assist in the poll process.

Council Member Poe asked if the matching funds would be to include Los Alamitos in the poll.

Mayor Pro Tem Edgar responded in the affirmative.

Further discussion occurred by the City Council.

Mayor Stephens restated the motion for Council consideration: A letter to Rossmoor offering a joint-poll to provide clarity and transparency for the process and the thoughts from both communities; and, assist with the construct of the questions to be asked.

Motion/Second: Graham-Mejia/Kusumoto

Carried: 4/1 (Poe "No")

To substitute the motion and open it up for Council discussion.

Each of the Council Members commented on the substitute motion. After discussion the substitute motion vote was taken:

Substitute Motion/Second: Graham-Mejia/Kusumoto

Defeated: 2/3 (Poe, Edgar, Stephens "No")

Take no action tonight and have the Council agendize an item to discuss a potential poll for our community members regarding annexation, and its costs.

Motion/Second: Edgar/Poe

Carried: 3/2 (Graham-Mejia, Kusumoto "No")

The City Council approved sending a letter signed by the Mayor to RCSD stating the City's willingness to share the costs, on a 50/50 basis, of the actual polling and request the City of Los Alamitos participation in the framing of the polling questions.

B. Consideration of Fiscal Years 2010-11 Investment Policy

This report seeks City Council consideration for the adoption of the Investment Policy for Fiscal Years 2010-11

Anita Agramonte, Finance Manager, summarized the staff report and answered questions from the City Council.

The City Council agreed to have this item come back modified to consider investing funds in CDs, and encourage the Finance Manager to become a Certified Treasurer.

11. MAYOR AND COUNCIL INITIATED BUSINESS
Council Announcements

Council Member Kusumoto commented on his attendance at a high school fundraiser meeting at Spaghetinis; asked for an update on the joint agreement with the school district for the use of the fields; reported on the general plan ad-hoc subcommittee meeting; stated he met with the City Manager and is comfortable with the Kaylor Street vacation and the City not being exposed; and, requested southbound Los Alamitos Blvd. at Florista Ave. be examined and possibly striped as a right-turn only.

Mayor Pro Tem Edgar reported on his attendance at: the Police Appreciation Awards Luncheon; the general plan ad-hoc subcommittee meeting; and, a breakfast sponsored by SCE in Irvine to discuss the San Onofre Nuclear Plant and rate increases. Mr. Edgar also reported on his attendance at a public workshop at JFTB regarding the reassignment of the Black Hawk Helicopter Company; stated the OCSD, at its last meeting, appointed new board members and encouraged the Council or residents take a tour of OCSD; and, informed the Council that Mr. Bremell is undergoing severe health issues.

Council Member Poe stated she attended the Police Appreciation Awards Luncheon; announced Ed Royce is conducting a Town Hall Meeting on March 26th at JFTB; and, advised Superintendent Greg Franklin accepted a position with the Tustin School District and is leaving Los Alamitos.

Council Member Graham-Mejia welcomed Officer Rodgers to Los Alamitos; asked for an update on the school district working group; and, thanked the City Manager for providing information on the possible number of reduced parking spaces on Los Alamitos Blvd., because of the Downtown Revitalization Project. She asked the ad-hoc subcommittee take that information into consideration.

Mayor Stephens reported on his attendance at the Black Hawk reassignment workshop at JFTB. He thanked Mayor Pro Tem Edgar for attending the Police Appreciation Luncheon on his behalf and congratulated the award recipients. He advised residents that radiological information sent out by OCFA is available on the City's website; and, commented on a letter received regarding the success of Race on the Base.

12. ITEMS FROM THE CITY MANAGER

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

13. RECESS/CLOSED SESSION

At 9:33 p.m., Mayor Stephens recessed the City Council Meeting to go into Closed Session.

Conference with Labor Negotiator

Agency Negotiators: Jeffrey L. Stewart, City Manager
Employee Organization: Los Alamitos City Employee Association
Authority: Government Code Section 54957.6

14. RECONVENE/ADJOURNMENT

Mayor Stephens reconvened the City Council Meeting at 10:18 p.m., and advised there is no reportable action. Mayor Stephens immediately adjourned the City Council Meeting.

Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez, CMC
City Clerk

CITY OF LOS ALAMITOS

A/P Warrants

May 2, 2011

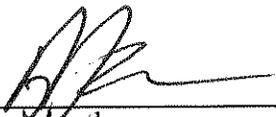
Pages:

01-03	\$ 20,145.52	A/P Warrants	05/02/2011
	\$ 2,039.04	Retiree Benefits	05/01/2011

Total **\$ 22,184.56**

Statement:

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



this 27th day of April, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICAN SOCCER COMPANY, INC.	SOCCER SERVICES	GENERAL FUND	SPECIAL CLASSES	1,459.32
			TOTAL:	1,459.32
ROY BOORMAN	INSTRUCTOR - PHOTOGRAPHY	GENERAL FUND	SPECIAL CLASSES	141.00
			TOTAL:	141.00
JOYCE BORDELON	INSTRUCTOR - CRAFTS	GENERAL FUND	SPECIAL CLASSES	20.15
			TOTAL:	20.15
CARTRIDGE WORLD OF LOS ALAMITOS	PRINTER TONER	GENERAL FUND	ADMINISTRATIVE SERVICE	121.79
			TOTAL:	121.79
CITY OF SEAL BEACH	MARCH BOOKINGS	GENERAL FUND	PATROL	255.00
			TOTAL:	255.00
BOB COHEN	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	50.00
	INSTRUCTOR - ADULT ED.	GENERAL FUND	SPECIAL CLASSES	42.00
			TOTAL:	92.00
COUNTY OF ORANGE TREASURER-TAX COLLECT	COMM CHARGES 3Q FY 10/11	GENERAL FUND	COMMUNICATIONS TECHNOL	4,001.46
			TOTAL:	4,001.46
DAPEER, ROSENBLIT & LITVAK, LLP	MUNI CODE ENFORCE 03/11	GENERAL FUND	NEIGHBORHOOD PRESERVAT	1,289.60
			TOTAL:	1,289.60
DECKSIDE POOL SERVICE	EMERGENCY POOL SERVICE	GENERAL FUND	AQUATICS	127.50
	POOL SERVICE CALL	GENERAL FUND	AQUATICS	99.36
	POOL MAINTENANCE	GENERAL FUND	AQUATICS	1,290.00
			TOTAL:	1,516.86
DOG DEALERS, INC.	INSTRUCTOR - DOG OBEDIENCE	GENERAL FUND	SPECIAL CLASSES	25.20
			TOTAL:	25.20
FEDEX	SHIPPING	GENERAL FUND	CITY COUNCIL	47.78
	SHIPPING	GENERAL FUND	ADMINISTRATIVE SERVICE	52.94
			TOTAL:	100.72
GOLDEN STATE WATER COMPANY	BILL CYCLE 3/8-4/7	GENERAL FUND	STREET MAINTENANCE	741.15
	BILL CYCLE 3/8-4/7	GENERAL FUND	PARK MAINTENANCE	173.57
	BILL CYCLE 3/8-4/7	GENERAL FUND	BUILDING MAINTENANCE	545.13
			TOTAL:	1,459.85
HEART TO HEART CPR	INSTRUCTOR - CPR	GENERAL FUND	SPECIAL CLASSES	277.20
	INSTRUCTOR - FIRST AID	GENERAL FUND	SPECIAL CLASSES	88.20
			TOTAL:	365.40
JUDICIAL DATA SYSTEMS CORPORATION	CITATIONS 03/11	GENERAL FUND	TRAFFIC	237.00
			TOTAL:	237.00
KUSTOM IMPRINTS	RECREATION STAFF T-SHIRTS	GENERAL FUND	SPORTS	997.34
	TRACK & FIELD T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	103.89
	TRACK & FIELD T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	227.06
	SPRING CARNIVAL BANNERS	GENERAL FUND	SPECIAL EVENTS	140.33
			TOTAL:	1,468.62
COREY LAKIN	REIMBURSE - RACE SUPPLIES	GENERAL FUND	SPECIAL CLASSES	182.47

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	182.47
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	68.25
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	68.25
			TOTAL:	136.50
LONG BEACH SOCCER REFEREE ASSOCIATION	ASSIGNING SERVICES 03/11	GENERAL FUND	SPECIAL CLASSES	371.00
			TOTAL:	371.00
LOS ALAMITOS MEDICAL CENTER	BLOOD DRAWS 11/10	GENERAL FUND	PATROL	125.00
	BLOOD DRAW 12/10	GENERAL FUND	PATROL	25.00
	BLOOD DRAWS 02/11	GENERAL FUND	PATROL	75.00
			TOTAL:	225.00
MAJOR LEAGUE SOFTBALL, INC.	ASSIGNING SERVICES 03/11	GENERAL FUND	SPECIAL CLASSES	192.00
			TOTAL:	192.00
MARTIN & CHAPMAN CO.	PAPER	GENERAL FUND	CITY COUNCIL	186.48
			TOTAL:	186.48
MISC. VENDOR	REFUND - ART CLASS	GENERAL FUND	NON-DEPARTMENTAL	80.00
	REFUND - AUTISM CLASS	GENERAL FUND	NON-DEPARTMENTAL	32.00
	REFUND - PERMIT FEE	GENERAL FUND	NON-DEPARTMENTAL	150.00
			TOTAL:	262.00
NEWS ENTERPRISE	PUBLISH NOTICE	GENERAL FUND	CITY COUNCIL	215.25
	PUBLISH NOTICE	GENERAL FUND	POLICE ADMINISTRATION	15.94
	PUBLISH NOTICE	GENERAL FUND	PLANNING	108.38
			TOTAL:	339.57
NEXUS IS, INC.	CONTRACT MAINTENANCE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,206.57
			TOTAL:	1,206.57
PETTY CASH	ELECTRICAL CORDS	GENERAL FUND	RECREATION ADMINISTRAT	16.62
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	18.44
	CPRS SYMPOSIUM	GENERAL FUND	RECREATION ADMINISTRAT	80.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	46.51
	POOL SUPPLIES	GENERAL FUND	AQUATICS	72.15
	BASKETBALL NET	GENERAL FUND	SPORTS	5.92
	RACE ON BASE - LUNCH	GENERAL FUND	SPECIAL CLASSES	100.00
	SENIOR LUNCH	GENERAL FUND	SPECIAL CLASSES	22.33
	RACE ON BASE - BANANAS	GENERAL FUND	SPECIAL CLASSES	175.00
	RACE ON BASE - CANDY	GENERAL FUND	SPECIAL CLASSES	30.61
	RACE ON BASE - LUNCH	GENERAL FUND	SPECIAL CLASSES	134.33
	RACE ON BASE - LUNCH	GENERAL FUND	SPECIAL CLASSES	91.35
	SPORTS LAUNDRY	GENERAL FUND	SPECIAL CLASSES	6.00
	RACE ON BASE - POSTAGE	GENERAL FUND	SPECIAL CLASSES	7.07
	DRY CLEAN BUNNY SUIT	GENERAL FUND	SPECIAL EVENTS	12.00
			TOTAL:	818.33
GARY PITTS	INSTRUCTOR - KARATE	GENERAL FUND	SPECIAL CLASSES	195.30
	INSTRUCTOR - KARATE	GENERAL FUND	SPECIAL CLASSES	218.40
			TOTAL:	413.70
REDFLEX TRAFFIC SYSTEMS, INC.	MAR 11 AT&T INTERSECT COMM	GENERAL FUND	TRAFFIC	65.00
			TOTAL:	65.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RICOH AMERICAS CORPORATION	MAINT AGRMNT 4/11-6/11	GENERAL FUND	RECREATION ADMINISTRAT	581.72
			TOTAL:	581.72
MARSHA ROE	INSTRUCTOR - LINE DANCE	GENERAL FUND	SPECIAL CLASSES	7.20
			TOTAL:	7.20
ROSSMOOR CARWASH	CAR WASHES - P/D	GARAGE FUND	GARAGE	89.99
	CAR WASHES - P/W	GARAGE FUND	GARAGE	17.99
	CAR WASHES - C/D	GARAGE FUND	GARAGE	9.00
			TOTAL:	116.98
SIR SPEEDY	BUSINESS CARDS	GENERAL FUND	PATROL	68.51
	BUSINESS CARDS	GENERAL FUND	RECREATION ADMINISTRAT	21.21
			TOTAL:	89.72
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEES	GENERAL FUND	AQUATICS	88.00
			TOTAL:	88.00
STATE OF CALIFORNIA DEPARTMENT OF JUST	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
			TOTAL:	32.00
UNITED STATES POSTMASTER	POSTAGE - BULK MAIL	GENERAL FUND	RECREATION ADMINISTRAT	210.00
	POSTAGE - SUMMER BROCHURE	GENERAL FUND	RECREATION ADMINISTRAT	1,349.00
			TOTAL:	1,559.00
VERIZON CALIFORNIA, INC.	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	118.31
			TOTAL:	118.31
DOUGLAS WOOD	STUDIO INSTALLATION	LOS ALAMITOS TV	LOS ALAMITOS TV	600.00
			TOTAL:	600.00

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===== FUND TOTALS =====
10 GENERAL FUND 18,221.97
28 LOS ALAMITOS TV 600.00
50 GARAGE FUND 116.98
53 TECHNOLOGY REPLACEMENT 1,206.57
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GRAND TOTAL: 20,145.52
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City of Los Alamitos

Agenda Report Consent Calendar

May 2, 2011
Item No: 7C

To: Mayor Kenneth Stephens & Members of the City Council
Via: Jeffrey L. Stewart, City Manager
From: Cassandra Palmer, Support Services Manager
Subject: Authorization to Purchase Replacement Computers

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

Recommendation: Authorize the expenditure of \$11,594.85 from the Fiscal year 2010-11 Budget, account number 53.512.5450, for the purchase of fifteen (15) replacement desktop computers for distribution in City Departments.

Background

The City has an informal computer replacement policy which provides for the replacement of most desktop computers every four (4) years. This policy was intended to replace the old "green screens" and provide staff with more efficient work tools. Although the replacement plan was in place, varied intensities of use allowed staff to delay the replacement of computers for those non-power users requiring only basic software. Many of the computers are now over seven (7) years old, and have become unreliable, resulting in a loss of valuable staff time.

Discussion

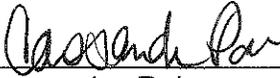
Staff has evaluated each department's computers with special consideration to those which are more than four (4) year old and is recommending the replacement of several computers. Although the Fiscal Year 2010/11 Budget provides for the replacement of several desktop computers, these replacements were delayed until the computers that were used for training in the new In Code Finance System could be deployed to City staff and needs could be reassessed. This incremental replacement of computers also allows for a more balanced distribution of the workload for the IT staff.

As information technology continues to evolve, it becomes increasingly more difficult to install updates and ensure compatibility with modern business software and office tools. To ensure staff productivity, staff recommends that City Council approve the purchase of these computers.

Fiscal Impact

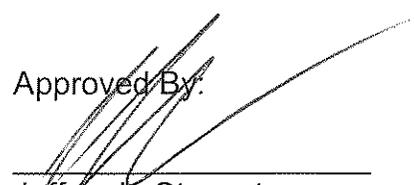
As budgeted, the funding for the purchase of fifteen (15) replacement desktop computers in the amount of \$11,594.85 is included in Fiscal Year 2010-11 Budget in Technology Replacement Fund, 53.512.5450. Since the cost of this item exceeds the City Manager's purchasing authority, this item is brought to City Council for formal authorization.

Submitted By:



Cassandra Palmer
Support Services Manager

Approved By:



Jeffrey L. Stewart
City Manager

Attachments: 1) Quote for Computers

DELL**QUOTATION**

QUOTE #: 581317915

Customer #: 3269079

Contract #: WN99ABZ

Customer Agreement #: WSCA- B27160

Quote Date: 4/14/11

Date: 4/14/11 9:59:13 AM

Customer Name: CITY OF LOS ALAMITOS

TOTAL QUOTE AMOUNT:	\$11,594.85		
Product Subtotal:	\$10,937.10		
Tax:	\$657.75		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 15	SYSTEM PRICE: \$729.14	GROUP TOTAL: \$10,937.10
Base Unit:	OptiPlex 380 Desktop Base, Standard PSU (224-7707)		
Processor:	OptiPlex 380, Core 2 Duo E7600 with VT/3.06GHz, 3M, 1066FSB (317-3257)		
Memory:	4GB, Non-ECC, 1333MHz DDR3, 1X4GB, Dell OptiPlex 380 and 780 (317-5561)		
Keyboard:	Dell USB Entry Keyboard, No Hot Keys, No Palmrest, English, OptiPlex (330-1987)		
Monitor:	No Monitor Selected, OptiPlex (320-3704)		
Video Card:	Integrated Video, GMA 4500, Dell OptiPlex 760, 960 and 980 (320-7407)		
Hard Drive:	250GB SATA 3.0Gb/s and 8MB Data Burst Cache, Dell OptiPlex 780/580 (341-9793)		
Operating System:	Windows 7 Professional, No Media, 32-bit, OptiPlex, English (421-1480)		
Operating System:	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)		
Mouse:	Dell MS111 USB Optical Mouse, OptiPlex and Fixed Precision (330-9458)		
CD-ROM or DVD-ROM Drive:	16X DVD+-RW SATA, Data Only, Dell OptiPlex Desktop or Minitower (313-8645)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.3, with Media, Dell OptiPlex 380 (421-2980)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter, Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
Sound Card:	Opti 380 Heat Sink, Desktop (330-2080)		
Speakers:	Internal Chassis Speaker Option, Dell OptiPlex 380 (313-9164)		
Cable:	OptiPlex 380 Desktop Standard Power Supply (330-6937)		
Cable:	Dell Data Protection Access, OptiPlex (421-5078)		
Documentation Diskette:	Documentation, English, Dell OptiPlex (330-1710)		
Documentation Diskette:	Power Cord, 125V, 2M, C13, Dell OptiPlex (330-1711)		
Factory Installed Software:	Dell Energy Smart Power Management Settings Enabled OptiPlex (330-4817)		
Feature	No Resource DVD for Dell OptiPlex, Latitude, Precision (313-3673)		
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis 4 Year Extended (905-8764)		
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (908-2750)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (907-3888)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (907-4027)		
Misc:	No Quick Reference Guide, Dell OptiPlex (310-9444)		
Misc:	Shipping Material for System Neo Desktop, Dell OptiPlex Desktop (330-1187)		
	Cyberlink Power 8.3 AND Roxio Creator Dell Ed Media for DVD+-RW, Dell OptiPlex, Workstation		

	and Latitude (421-2604)
	Media Kit, Win 7 Professional 32bit, MUJ, Dell OptiPlex, Precision and Latitude (421-2990)

SALES REP:	Johnathan Wahlers	PHONE:	5127250405
Email Address:	Johnathan_Wahlers@Dell.com	Phone Ext:	7250405

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

City of Los Alamitos

Agenda Report Consent Calendar

***May 2, 2011
Item No: 7D***

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager

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

Summary:

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

Recommendation:

1) Approve the attached agreement with Douglas L. Wood for the provision of services related to LATV.

Background and Discussion

The City Council has taken action to reactivate a Community Cable Commission to make recommendations regarding the future structure and policies of LATV and has requested staff to research additional ideas as well. CSMP's agreement with the City expires on April 30, 2011. In the interim, staff recommends that the City Council approve the attached professional services agreement with Douglas L. Wood.

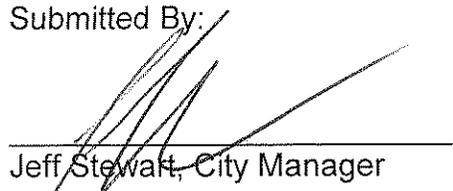
Mr. Wood has provided services for the City for several years and understands the complexities of LATV. Staff is proposing that he be compensated at an hourly rate of \$25/hour. It is anticipated he will work approximately fifteen (15) hours per week on LATV issues, such as loading the server, scheduling programs and working with volunteers who have come forward recently offering assistance. Please note, though, that Mr. Wood currently oversees the broadcast City Council meetings. The hours he works to accomplish those tasks are paid from the general fund, and will be in addition to the hours worked on other LATV activities, which are paid from the City's PEG fund.

The agreement is purposely designed to be temporary and can be terminated with five (5) days notice. This arrangement will allow the time necessary to properly research and make recommendations regarding the future structure of LATV.

Fiscal Impact

The cost for Mr. Wood's services will be approximately \$1,625.00/month. That sum is approximately \$400.00/month less than the contract total paid previously to CSMP. However, that savings will be reduced by likely increases in the amount paid additional contractors for additional community programming. Staff has concluded that the interim arrangement with Mr. Wood will prove to be a revenue neutral action.

Submitted By:



Jeff Stewart, City Manager

Attachments: *Draft Professional Services Agreement with Mr. Douglas L. Wood*

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Douglas L. Wood)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: 1) provision of technical services related to live cable television broadcast of City Council meetings; 2) services related to scheduling and airing of programming broadcast on LATV 3; 3) provision of general and technical production assistance to individuals seeking to air cable access programming pursuant to the City's public access guidelines; 4) services related to training for volunteers seeking to assist in provision of cable television broadcast services; 5) Administer the "Los Alamitos Access Television Policies and Procedures," attached as "Exhibit A."
- 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 "Approved Fee Schedule": Consultant shall be compensated at the rate of \$25.00/hour. .
- 3.2 "Commencement Date": May 3, 2011
- 3.3 "Expiration Date": April 30, 2012.

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in Section 2.1 of this agreement. 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.
- 5.2 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.*).
- 5.3 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.
- 5.4 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. John S. Underwood 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 Section 2.1 of this agreement, 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 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Thirty Thousand Dollars (\$30,000) per claimant and Thirty Thousand Dollars (\$30,000) per incident.
- 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 automobile policy 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.

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:

Douglas L. Wood
4115 Larwin Avenue
Cypress, CA 90630
Telephone:
(562) 212-7318

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

15. 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.

16. 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”
Douglas L. Wood

By _____

By: _____

Date: _____

Date: _____

Attest:

By _____
Adria Jimenez, City Clerk

Date: _____

Exhibit A

LOS ALAMITOS ACCESS TELEVISION

POLICIES AND PROCEDURES

(Adopted: November 16, 2009)

1.0 Goals of LATV

1.1 Los Alamitos Access Television ("LATV") exists to provide public, educational, and governmental (hereafter "PEG") programming to the communities of Los Alamitos and Rossmoor, and the community served by the Los Alamitos Unified School District. LATV's mission is to broadcast programming of local interest and/or benefit which may not exist but for the support of PEG operations. Our goal is also to provide and support individuals, schools and non-profit organizations in the community with the opportunity to produce and broadcast their own quality programming to the community.

2.0 Distribution

Los Alamitos Access Television programming will be distributed primarily on Channel 3 (hereafter "cablecast") as carried by the local cable television franchisees, currently Time-Warner and Verizon Communications. It will also be distributed via internet technologies (hereafter "webcast").

3.0 Program Content

3.1 LATV will not broadcast Public Access, Educational or Governmental (PEG) programming that it has determined to violate federal or state requirements.

3.2 No Commercial or Offensive Programming. LATV shall be used only for noncommercial purposes. However, advertising, underwriting, or sponsorship recognition expressly authorized in advance by the City may be carried for the purpose of funding PEG-related activities. An agreement between the City and a consultant to air programming may include such authorization. Members of the public shall not include any advertising in their public access programming. Members of the public may, however, include reference(s) to underwriting or sponsorship in any public access programming if the reference(s) to underwriting or sponsorships appear in the opening or closing credits of a program that is at least 30 minutes in length. The opening or closing credits must occur within the first 2 or last 2 minutes of any public access program.

LATV will not be obligated to air programming which contains any of the following:

- a. Programming which constitutes or promotes any lottery or gambling enterprise in a manner which is in violation of any applicable local, state, or federal law.

- b. Programming which solicits funds in a manner prohibited by applicable law.
- c. Material which is obscene as defined by applicable law.
- d. Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state or federal law.
- e. Programming which advocates incitement to unlawful action (as addressed under Brandenburg v. Ohio, 395 U.S. 444 (1969) or other applicable federal or state law. Unlawful incitement is currently generally defined under Brandenburg v. Ohio, 395 U.S. 444 (1969) as follows:
 - Advocacy of the use of force or of law violation where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action.
- f. Material which has a reasonable probability of creating an immediate danger of damage to property or injury to persons.
- g. Advertisements or sponsorship programming, which in the determination of the station General Manager, does not have a primary purpose of supporting the station's PEG-related activities.

4.0 Non Discrimination Policy

LATV shall not discriminate against potential users of its channel space on the basis of race, color, creed, national origin, sex, sexual preference, age, religious belief, social philosophy, economic status, or physical ability.

5.0 Programming & Scheduling

5.1 City to Foster Educational Programming and Create Governmental Programming. In addition to encouraging public access programming, the City should take steps to ensure, via its own actions, that the following programming will be produced for use by LATV:

Educational Programming. The station manager shall work with the Los Alamitos Unified School District and the local colleges (CSU Long Beach, Long Beach Community College, Cypress College, Golden West College) and local schools to provide quality education access programming.

Governmental Meetings. LATV shall broadcast live coverage of all meetings of the Los Alamitos City Council. The station manager shall work with the City of Los Alamitos, the Rossmoor Community Services District, and the Los Alamitos Unified School District to provide coverage for government access programming.

Additional City Controlled Programming. LATV shall provide guaranteed time slots for additional programming produced under the direction of the City. LATV shall be solely responsible for the creation and scheduling of programming in these time slots. The duration and exact time of said time slots shall be established in agreements with the contracted operator of LATV. Such programming may include, but is not required to include, coverage of local community or sporting events, and local news. When determining which types of additional such programming to produce, the following shall be considered beneficial:

- The ability of the program to build regular viewership
- High production quality
- Programming which can raise funds for the operation of PEG-related activities
- Programs of direct interest and benefit to the serviced community

5.2 Scheduling of Programming. All guaranteed time slots shall be allocated according to the following systematic, non-discriminatory basis, to programming that meets all requirements of this policy:

- a. Live meetings of the Los Alamitos City Council.
- b. Live meetings of the Rossmoor Community Services District, and the Los Alamitos Unified School District
- c. Programs produced by the City and/or its designee(s) (which may include bulletin board messages).
- d. Programs produced by another public agency
- e. Live series programs produced by a Los Alamitos Producer.¹
- f. Live single programs produced by Los Alamitos Producers
- g. Taped series programs produced by Los Alamitos Producers
- h. Taped single programs produced by Los Alamitos Producers
- i. Rebroadcasts of City Council meetings.
- j. Rebroadcasts of meetings of the Rossmoor Community Services District and the Los Alamitos Unified School District.
- k. Live series programs produced by Non-Los Alamitos Producers using LATV facilities
- l. Live single programs produced by Non-Los Alamitos Producers using LATV facilities

¹ A "Los Alamitos Producer" shall be an LATV certified producer who also is any of the following: (1) a resident of Los Alamitos; (2) an owner of a business located in Los Alamitos; (3) a student enrolled in a school located in Los Alamitos; and (4) a producer producing a show for and about a non-profit organization which rents or owns property in Los Alamitos.

m. Taped series programs produced by Non-Los Alamitos Producers using LATV facilities

n. Taped single programs produced by Non-Los Alamitos Producers using LATV facilities

o. Bicycled series programs²

p. Bicycled single programs

First run programs will be favored over repeat programs. If time slots remain available, then they shall also be allocated according in the following order of priority (from highest priority to lowest). Playback times and dates requested or suggested by program producers will be considered to the extent they are consistent with these requirements.

If a programming slot was awarded to any particular producer pursuant to priorities g through p, then the same producer shall not be provided an additional time slot unless no other submitting would otherwise qualify for a programming slot.

In order to ensure that access to LATV is available to the entire community, no group of shows produced by the same non-public agency producer (i.e. Public Access Programming) may occupy more than five hours of total available airtime per week, unless no other programming is available.

If City has determined that a producer has knowingly violated the provisions of this policy, the City shall not broadcast any programming from that producer for a period of six months.

5.3 Los Alamitos Access Television will make every reasonable, good-faith effort to notify all access producers of the broadcast date or dates of their respective programs. However, LATV reserves the right to preempt scheduled programs to present special or time sensitive programming.

6.0 Delivery Technical Requirements

All video programs submitted for cablecast must comply with the technical requirements specified below:

6.1 Only the following formats will be accepted for playback on the community use portion of channels managed by LATV, in current order of preference:

6.1.1 Digital files (AVI, MOV, MP4, etc.) on a portable hard drive storage device. Because of the dynamic and rapidly changing advancements in digital formats, producer shall confirm the preferred format with LATV before submitting.

6.1.2. DVD (DVD-R preferred).

6.1.3 Videotape (DV, Mini-DV formats preferred, followed by S-VHS and VHS), but only if they will deliver a clear and unbroken picture to cable subscribers.

6.2 Audio must be clearly understandable and at audible levels without distortion.

² A "bicycled" program is a program produced by a non-LATV certified producer without the use of LATV facilities.

- 6.3** The following technical information must be recorded on the submitted DVD or tape:
- a. 30 seconds of color bars and "zero level" tone as a separate chapter on the DVD, or at the head of a tape.
 - b. Color bars should be followed by five (5) seconds of black.
 - c. The black section should be followed by a 10 second slate with program title, exact length, name of producer, and production date.
 - d. The slate should be followed by a 10 second countdown which includes two (2) seconds of black before the program begins.
 - e. The program title should be shown near the beginning and at the end of the program.
 - f. Program credits must appear at the end of the program.
 - g. Any disclaimers required must be included at the beginning and end of the program material to be cable cast.
 - h. At least 60 seconds of black must be recorded after the end of the program.

6.4 The following minimum information must be included on labels affixed to the videocassette and the videocassette box:

- a. Producer's/provider's name and phone number
- b. Program title
- c. Exact length of program
- d. Production date
- e. Episode number and program description (series programs only)

6.5 Length of Programs. Programs submitted for cable casting are encouraged to conform to the time frames of 12 minutes, 26 minutes, or 52 minutes, as applicable, to allow for end of program announcements, sponsorship recognition, etc.

6.5.1 Programs over 60 minutes in length will be allowed only for special events or for coverage of lengthy meetings, or similar events.

6.5.2 Programs shorter than 15 minutes in length may be grouped together in a video "shorts" format.

7.0 City Responsibilities

The City intends to do the following:

- a. Provide and maintain a studio facility that can be used to conduct workshops to train qualified public access producers and to create, produce and edit public access programming.
- b. Schedule day-to-day operation of the studio facility.
- c. Schedule all programming to appear on LATV.
- d. Ensure that all public access producers are made aware of and comply with all procedures and policies regarding user eligibility, producer privileges and responsibilities, program content, funding procedures, equipment and studio use, the responsibilities of a producer, appropriate commercial and non-commercial information, required copyright information and clearances for music or appearances on camera, scheduling of qualified crew, technical delivery requirements, and required acknowledgements and disclaimers, all content submission and appeals procedures, and any and all other procedures as may be legally required for public access programming submitted to the City of Los Alamitos.

8.0 Mobile Production Truck Access

The production van is only used by station staff, and not public access producers, unless prior written approval is provided by the Los Alamitos City Manager.

9.0 Complaints Regarding Program Content

- A. Prior to airing a program, LATV shall not review a show for the purposes of reviewing the subject matter, unless it has received a tip that the programming may one of the following: (1) commercial advertising or programming (including any program the primary purpose of which is to sell a product or service, such as "infomercials"); (2) a program which contains lottery information prohibited by applicable law; (3) a program which solicits funds in a manner prohibited by applicable law; (4) unprotected obscenity (as defined in Miller v. California, 413 U.S. 15 (1973) or then applicable federal or state law); (5) unprotected incitement to unlawful action (as addressed under Brandenburg v. Ohio, 395 U.S. 444 (1969) or then applicable federal or state law); or (6) a program which contains indecent content. In no event shall a program be removed from air or moved to a time slot between 10:00 pm and 6:00 am (in the case of indecent content) unless and until the initial review has been conducted. The City Manager or his designee shall make a determination regarding such potentially inappropriate content. LATV shall make reasonable attempts to notify the producer of the show that such a review is taking place.

- B. The City of Los Alamitos, the Los Alamitos Television Corporation, LATV-3 and anyone connected with those entities shall not be responsible for any libelous or slanderous content in any program.
- C. Obscenity is currently generally defined under Miller v. California, 413 U.S. 15 (1973) as follows: (1) when an average person, applying contemporary community standards, would find that the show, taken as a whole, appeals to the prurient interest; and (2) when the show depicts or describes, in a patently offensive way, sexual conduct as defined by state law; and (3) when the show, taken as a whole, lacks serious literary, artistic, political or scientific value.
- D. Unlawful incitement is currently generally defined under Brandenburg v. Ohio, 395 U.S. 444 (1969) as follows: advocacy of the use of force or of law violation where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action.
- E. If the designated City employee reviews the program and concludes that it constitutes programming described in (A) above ("Challenged Program"), LATV may pull the show from the air or, in the case of indecent content, move it to a time slot between 10:00 pm and 6:00 am while at the same time making reasonable attempts to notify the producer before taking such action. In all cases, within twelve (12) hours of taking such action, LATV shall provide written notice to the producer that his or her show has been removed from the air or moved to a 10:00 pm to 6:00 am time slot and the reason under (A) for such action. Such written notice shall be delivered to the most current electronic mail or postal address on file with LATV. All producers shall be responsible for maintaining current information with LATV.
- F. The producer of the Challenged Program shall have the right, but not the obligation, within forty-eight (48) hours of receiving notice that his or her program has been removed from the air or moved to a 10:00 pm to 6:00 am time slot, to submit a request to LATV for a binding hearing before a neutral third party hearing officer selected through the Office of Administrative Hearings (OAH) ("Hearing Officer")³. If the producer does not elect to utilize this administrative process, he or she shall have the right to pursue other legal remedies, as provided for by law.
- G. LATV will submit the Challenged Program at issue to the Hearing Officer promptly (within one (1) business day of the producer's request for an appeal). Within two (2) business days of submission of the Challenged Program, both the producer and LATV shall be permitted to file a written brief of no more than ten (10) pages to the Hearing Officer, unless the Hearing Officer

³ Utilizing the OAH shall be the default process, due to its experience and cost effectiveness. If deemed necessary, however, LATV and the producer may mutually agree to utilize another neutral hearing organization, firm or individual. If an alternative is mutually agreed upon, all remaining hearing procedures and requirements provided for here shall still apply.

determines, in his or her sole discretion, to allow more or less written argument. In addition, there shall be no hearing scheduled before the Hearing Officer, unless requested by the producer or LATV, or unless the Hearing Officer determines, in his or her sole discretion, that a hearing is needed. If a hearing is requested or determined to be necessary by the Hearing Officer, such hearing shall be scheduled within two (2) business days of submission of the Challenged Program. The Hearing Officer shall use all reasonable efforts to limit the hearing time, in the interests of prompt appeal regarding first amendment rights and in the interests of cost. The hearing shall be held in or nearby Los Alamitos, if possible, but in no event further away from Los Alamitos than the cities of Irvine or Los Angeles. The hearing shall be video or audio recorded, but need not be transcribed by a court reporter unless the producer and/or LATV request and pay for such transcription. The video or audio recording need not be certified.

- H. This administrative appeals process shall not be subject to the Administrative Procedures Act or any other formal arbitration or appeals process; rather, it shall be limited to the process provided for herein, as well as any other procedures determined to be necessary by the Hearing Officer in his or her sole and absolute discretion. Formal rules of evidence shall not apply, but the Hearing Officer may admit, in his or her sole discretion, evidence which he or she finds to be relevant, probative and supported by sufficient indicia of reliability.
- I. The Hearing Officer's sole jurisdiction shall be to determine whether the designated City employee properly concluded that the Challenged Program constitutes programming described in (A) above. Review by the Hearing Officer must be completed within three (3) business days of submission of the Challenged Program, unless the Hearing Officer determines, in his or her sole discretion, that additional time is needed. The Hearing Officer's decision shall be in writing, shall include findings of fact and conclusions of law, shall be provided to all parties at the same time, and shall be final and not subject to appeal to any person or administrative or judicial entity. All documents making up the administrative record shall be provided to and maintained by the City Clerk of the City of Los Alamitos, and shall be retained and disclosed to any person pursuant to the terms of the California Public Records Act.
- J. If the Hearing Officer determines that LATV was within its rights to remove the Challenged Program from the air or to move it to a 10:00 pm to 6:00 am time slot, LATV and the producer shall each pay fifty percent (50%) of the costs of the Hearing Officer. If the Hearing Officer determines that LATV was not within its rights to remove the Challenged Program from the air or to move it to a 10:00 pm to 6:00 am time slot, LATV shall pay one hundred (100%) of the costs of the Hearing Officer. In no event shall either LATV, the City of Los Alamitos, LATV-3, or anyone connected with those entities be responsible or liable for any other costs, fees (including, but not limited to, attorney or expert

fees), or expenses incurred or claimed by the producer for the Challenged Program. Similarly, in no event shall the producer be responsible or liable for any other costs, fees (including, but not limited to, attorney or expert fees), or expenses incurred or claimed by LATV, the City of Los Alamitos, LATV-3, or anyone connected with those entities for the Challenged Program.

- K. If the Hearing Officer concludes that LATV was not within its rights to remove the Challenged Program from the air or to move it to a 10:00 pm to 6:00 am time slot, LATV will make all reasonable efforts to find a time slot(s) for the program to air to make up for the time(s) that the program did not air.
- L. If the Producer opts to use the administrative appeals process provided for herein, it shall be the sole and exclusive remedy available to LATV, the City of Los Alamitos and the producer, and no party shall have the right to judicial review or appeal.

10.0 Further Revisions to Policy

It is requested that, within 120 days of the effective date of this policy, any Consultant or other party operating LATV provide the City Manager a list of recommended revisions to this policy. The City intends to consider all recommended revisions to the policy received within that time frame

City of Los Alamitos

Agenda Report Discussion Items

May 2, 2011
Item No: 8A

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: Steven Mendoza, Director of Community Development

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

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

Recommendation: Council authorize the Mayor to sign the attached letter and forward to USAR.

Background

The United States Army Reserve (USAR) is proposing to station a Black Hawk Helicopter Company at the Los Alamitos Joint Forces Training Base (JFTB). The project includes the stationing of an 87 member Aviation (AVN) Company consisting of 29 full-time personnel and 58 part-time Reserve Soldiers. The equipment would include eight HH-60 Black Hawk helicopters, three High Mobility Multi purpose Wheeled Vehicles (HMMWV), three Heavy Expanded Mobility Tactical Trucks (JEMTT), one flatbed trailer, and three fuel trailers.

The Company is currently stationed 95 miles northeast of the City of Los Alamitos at Aviation Support Facility (ASF) Victorville at the Southern California Logistics Airport in San Bernardino County, California. If stationed at JFTB Los Alamitos, the Company would be collocated in Hangar 3. Building 912 would provide maintenance bays, storage, and administrative offices for the ASF personnel. Light helicopter maintenance consists of component replacement.

The Company would store additional helicopters outside at existing tie-down sites at the airfield. Wheeled vehicles and equipment that does not fit within Building 912 would be stored at the Equipment Concentration Site (ECS) 16, located across Constitution Avenue. Unit-level vehicle and equipment maintenance activities would be conducted at ECS 16. The area surrounding Building 912 includes temporary military equipment parking (MEP), temporary storage area, a washrack, and hazardous materials/waste storage (Figure 2-1).

The USAR has prepared an Environmental Assessment (EA) outlining the impacts of this proposed project. The EA states that typically there would only be 3 or 4 aircraft parked on the flight line, with a combined average of 15 additional flights per week (2 to 3 flights Tuesday through Thursday, 1 to 2 flights on Monday and Friday, and the possibility of 1 or 2 flights per weekend). These additional flights would be conducted during regular airfield hours and would last an average of an hour and a half each. The Company would perform helicopter flight training operations from JFTB Los Alamitos, to include utilizing existing arrival and departure procedures from the airfield into the national airspace system. Company pilots would follow established flight patterns already being used by fixed wing and rotary-wing aircraft that operate and train at the Installation.

Changes at the JFTB are subject to a Federal Environmental review process known as NEPA (National Environmental Policy Act). This process is documented within an Environmental Assessment published on March 20, 2011, for 30 days. Comments from area residents and Agencies were originally to be postmarked by April 19, 2011. The USAR later extended that date to May 5, 2011.

All comments are to be sent to:

Ms. Carmen Call, 63rd Regional Support Command (RSC)
Directorate of Public Works - Environmental Branch
P.O. Box 63 - Moffett Field, California 94035
Phone: (650) 279-1823 - Email: carmen.call@usar.army.mil

Discussion

During the April 4, 2011, City Council meeting, Brigadier General Keith Jones introduced the project and responded to questions from the City Council. Comments generated during the City Council meeting and written comments received from the public are incorporated into a draft response.

To date, the City has received six written comments from five parties which are attached to the City's response.

Fiscal Impact

None

Submitted By:



Steven Mendoza
Director of Community Development

Approved By:



Jeffrey L. Stewart
City Manager

*Attachments: 1. Draft City Response Letter
2. Copies of Correspondence*

May 4, 2011

Ms. Carmen Call
63d Regional Support Command (RSC)
Directorate of Public Works
Environmental Branch
P.O. Box 63
Moffett Field, California 94035

**SUBJECT: COMMENTS ON ENVIRONMENTAL ASSESSMENT FOR
PROPOSED STATIONING OF A U.S. ARMY RESERVE
BLACK HAWK HELICOPTER COMPANY AT JOINT FORCES
TRAINING BASE LOS ALAMITOS, CALIFORNIA**

Dear Ms. Call:

Thank you for supplying City staff with the above-mentioned document and explaining the impacts of stationing the additional Black Hawk Helicopter Company at the Joint Forces Training Base in Los Alamitos. The City Council and staff appreciates you hosting the March 16, 2011, outreach meeting at JFTB and we further appreciate Brigadier General Keith Jones addressing the City Council on April 4, 2011.

Since that meeting, the City has received correspondence from five people regarding this project. Two letters expressed support and three letters spoke against the additional Black Hawks at the JFTB. The copies are attached.

Since the document was released, the City has received the following concerns about this project: 1) questionable assessment that the noise would be "minor"; 2) flying within the existing flight path; 3) flying within the existing schedule; and, 4) the addition to an already "most congested airspace systems in the U.S". Based upon this feedback, the City of Los Alamitos is concerned about increased impacts resulting from the additional Black Hawk unit and its impacts to the quality of life.

The City also received comments from area residents who have expressed support. Four themes have emerged: 1) Base is a minor inconvenience; 2) Base gets blamed for other aircraft; 3) general support of Base and its mission; and, 4) positive economic impacts of the Base.

During the April 4, 2011, Council meeting, comments were made regarding nighttime noise levels increasing and the inability to observe current flight paths. The new unit would add an average of 13 to 15 more flights per week, according to the environmental assessment. The City is concerned that the

additional helicopter traffic, absent a highly effective noise mitigation program, could result in significant negative effects beyond those cited in the environmental assessment.

The City of Los Alamitos urges for the following:

- Adherence to the flight operations such as following the designated arrival and departure flight paths.
- Documentation of specific information on pilot infractions.
- Designated contact person and phone number if violations are observed.
- Strict adherence to the Noise Abatement Program outlined in Section 3.9 of the Environmental Assessment as it states that violating the Program may lead to a suspension of airfield use.
- Strict adherence to the Clean Water Act. More specifically, enforcement of all National Pollutant Discharge Elimination System (NPDES) permit programs in servicing and washing of vehicles and treating of both man made and natural runoff. On-site drainage shall be in compliance with the National Pollutant Discharge Elimination system (NPDES) guidelines to the satisfaction of the City Engineer.

We look forward to the physical improvements to the Base. However, we want to make sure we do not inadvertently miss any unintended impacts to the quality of life in Los Alamitos. Should you have any questions, please feel free to contact Steven Mendoza, Community Development Director, at (562) 431-3538, extension 300, or by email at: smendoza@ci.los-alamitos.ca.us.

Sincerely,

CITY OF LOS ALAMITOS

Kenneth Stephens
Mayor

Curt and Annette Castagna

April 19th, 2011

Ms. Carmen Call
63d Regional Support Command (RSC)
Directorate of Public Works
Environmental Branch
P.O. Box 63
Moffett Field, California 94035
Phone: (650) 279-1823
Email: carmen.call@usar.army.mil

RE: **ENVIRONMENTAL ASSESSMENT -STATIONING A U.S. ARMY RESERVE BLACK HAWK HELICOPTER COMPANY AT JOINT FORCES TRAINING BASE LOS ALAMITOS, CALIFORNIA**

Dear Ms. Call:

I was born and raised in Seal Beach and have resided in both Seal Beach (in College Park East) and now in Rossmoor/Los Alamitos, for over 45 years. At the time I purchased both of my homes I knowingly understood the base, its operations and that it previously existed before I chose to live in these areas. I am writing to support the stationing of the US Army Reserve Black Hawk Helicopter Company at the Joint Forces Training Base in Los Alamitos California.

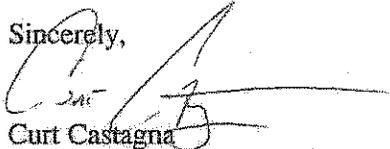
My home is near the corner of St Cloud and Seal Beach Boulevard. I do hear the aircraft that depart from the normal prevailing runway and those aircraft in the traffic pattern. I am grateful for the presence of the base in our community, for its role as a training center, and as well in our national air transportation system. Moreover, for the many positive economic benefits that results from those employed on the base and live and shop in the neighboring communities. Certainly the economic benefits and savings that will result from the relocation of the personnel to the base offset the very slight increase in daily operations.

At one time the level of activity at the base exceeds the current daily/annual operations. I recall a far greater level of daily activity previously then that which will be added under what is now being proposed. I question the need to even conduct an environmental assessment since the proposed Black Hawk operations should fall within any previously established baseline. I do agree that with the findings that state there will be no significant impact.

As a aviation business owner at the Long Beach and Van Nuys Airports for over 30 years, I have been an active participant on several boards and commissions, addressing and mitigating airport noise and operational issues. The success of any airport can be found in the commitment between the airport and community working together to balance the needs of the operations within a framework that will protect the resident's quality of life. As a proud resident of Rossmoor and Seal Beach I believe the Joint Forces Training Base at Los Alamitos is an integral part of our community. The base leadership, together with the already established noise and operation regulations, work together to assure such a balance and this framework can successfully incorporate the proposed Black Hawk operations.

I appreciate the opportunity to provide this input and volunteer my time as a resident to be part of any process that will preserve the value of the base and its operations in our community.

Sincerely,


Curt Castagna

cc: City of Seal Beach and Los Alamitos- Mayor and City Council
JFTB Los Alamitos- Brigadier General Keith Jones

Steven Mendoza

From: Adria Jimenez
Sent: Thursday, April 14, 2011 9:29 AM
To: Jeff Stewart; Steven Mendoza
Subject: FW: Transfer of Blackhawks to JFTB
FYI

From: Darin Minter
Sent: Thursday, April 14, 2011 8:58 AM
To: carmen.call@usar.army.mil
Cc: Warren Kusumoto; Marilyn Poe; Troy Edgar; Ken Stephens; news2@newsenterprise.net; 'roxana kopetman'; CityCouncil
Subject: Transfer of Blackhawks to JFTB

Ms. Call,

I am writing to re-affirm my support of the transfer of the Blackhawks to JFTB.

While it may appear the vocal complaining and/or opposition might represent the majority of the residents, I think not.

I live adjacent to the base in Carrier Row on Saratoga Drive and have lived here for 17 years. The noise, smells, dust and traffic are minor inconveniences. I have always felt the base representatives have gone out of their way to make adjustments to flight patterns and such.

In talking to a neighbor in one instance when the 24-hotline was used to report late night noise, they were informed it was not JFTB air traffic and all military aircraft were grounded. I tend to think this is the case in many occasions. The base gets blamed for other aircraft.

Yes, the Blackhawks may stray here and there and there will be an occasional lapse - but I can't help but feel they will do their best and that's good enough for me. The pilots have an important job to do and this is an excellent opportunity for our community to set an example of being tolerant.

Please share my comments and voice of support with Brigadier General Keith Jones and his staff. If I can ever be of assistance in any manner to the base, its personnel or any activities please let me know.

Respectfully,

Ms. Darin Minter
Director of Administration
Semi Dice. Inc.

4/14/2011

Steven Mendoza

From: Adria Jimenez
Sent: Wednesday, April 13, 2011 3:55 PM
To: Steven Mendoza; Jeff Stewart
Subject: FW: blackhawk helicopter unit transfer
FYI - how should we respond?

From: Judy Owens
Sent: Wednesday, April 13, 2011 3:18 PM
To: Adria Jimenez
Subject: blackhawk helicopter unit transfer

ROXANA KOPETMAN SUGGESTED I SEND THIS EMAIL TO YOU...

I am writing this letter in regard to the ongoing discussion about the move of 8 Blackhawk helicopters from Victorville to the Joint Forces Training Base in Los Alamitos. For me, (me being as patriotic as any Rossmoor or Los Alamitos resident who has written in favor of the importation of the helicopters), there are really only two issues which need discussion.

First, College Park East and West Garden Grove are not empty fields of land as is the area surrounding Victorville. The proximity of Long Beach Airport provides substantial noise already from commercial as well as private aircrafts taking off and landing. The Joint Forces Training Base further adds to the noise level with the arrival and departure of such diverse aircraft as helicopters, cargo planes, jets and even gliders. The noise levels are both loud and bothersome and please bear in mind the following: helicopters circling are not the same as airplane take-off and landing which make noise that is fairly short-lived. Equally important is the time frame of the unit transfer. Part of the reason we live here is to enjoy the ocean breezes which forgives us the necessity of using air conditioning. Bring in an additional 15 to 20 hours of the unforgiving noise of circling helicopters and the coolness of the ocean breezes will become a moot point by virtue of the necessity for moderating the helicopter noise by any means possible.

In addition, let me quote a segment of the report conducted for the Army and reproduced in the Orange County Register. THE LOS ALAMITOS AIRFIELD IS ONE OF THE BUSIEST IN THE NATION AND IS "IN ONE OF THE MOST CONGESTED AND HEAVILY FLOWN AIRSPACE SYSTEMS IN THE U.S." So, what we are talking about here is adding to an already overtaxed system. The additional 20+ hours of air time must certainly increase the possibility and potential for an accident occurring in the College Park East neighborhood.

Further, I enclose a link which gives a modest idea of the noise which we will endure for an increased 15-20 hours if this proposal is accepted. Listen for

about a minute and a half and then imagine this noise for an additional 20 hours and the choice becomes obvious. <http://www.youtube.com/watch?v=kTf0uGgMG6k> .

In closing, let me once again cite the environmental assessment report commissioned by the army which says that the 8 UH-60 blackhawk helicopters would create "MINOR ADVERSE IMPACTS TO THE REGIONAL AIR QUALITY, TRANSPORTATION AND NOISE ENVIRONMENT IN THE AREA..." are you kidding me?

James and Judy Owens

I am a Rossmoor homeowner (Los Alamitos address) who strongly opposes these blackhawk copters from flying directly over our quiet, peaceful homes. The loud noise of helicopters buzzing just over our roofs, disturbs children, dog barking and residents...at very early morning hours before many are awake..

And also the "night vision" training that means copter buzzing at night. I have experienced that before here in Rossmoor, with smaller copters from the base.

Please keep the blackhawks in Victorville where there is so much open land.

We do not want to have that loud noise and emissions flying over our homes... 100-150 feet overhead.

If it were for a month training that would be different. This will be a permanent move!

Sincerely
Steven Taylor

Los Al seeks input on Army move

City of Los Alamitos
Community Development

APR 06 2011

RECEIVED

Comment period on plans to move a Black Hawk unit to the base ends April 19.

BY ROXANA KOPETMAN
FOR THE ORANGE COUNTY REGISTER



FILE PHOTO: H. LORREN AU JR., THE ORANGE COUNTY REGISTER

The Army plans to transfer eight Black Hawk helicopters to the Los Alamitos Joint Forces Training Base.

LOS ALAMITOS • Residents who want to offer their input on a proposed transfer of a helicopter unit known as the "Ghost Riders" have until April 19.

The Army is planning to transfer a unit with eight Black Hawk helicopters, 29 full-time personnel and 58-part time reserve soldiers to the Joint Forces Training Base from Victorville this summer.

Army officials hosted an open house last week to inform the public but there was little notice of the event and few residents attended.

Los Alamitos Mayor Ken Stephens and Councilman Troy Edgar encouraged residents this week to offer their feedback during the 30-day public review period, which began March 20.

that the helicopters translate to "the sound of freedom," but he hopes "the sound doesn't get too loud."

The eight UH-60 Black Hawk helicopters would create no significant impacts overall, but would create "minor adverse impacts" to the regional air quality, transportation and noise environment in the area, according to an environmental assessment conducted for the Army. The helicopters would add an average of 13 to 15 additional flights per week, lasting an average of 1 1/2 hours each, and would use flight patterns already used by other aircraft at the base, according to the report.

the most congested and heavily flown airspace systems in the U.S.," according to the report.

A copy of the environmental assessment is available at www.army-nepa.info and at the West Garden Grove and Los Alamitos/Rossmoor libraries.

Comments on the proposal must be postmarked by April 19 and submitted to Carmen Call, 63d Regional Support Command (RSC), Directorate of Public Works Environmental Branch, P.O. Box 63, Moffett Field, CA 94035.

Her contact information is 650-279-1823 and carmen.call@usar.army.mil.

Steven Mendoza

From: Dave Hauske
Sent: Wednesday, April 06, 2011 12:24 PM
To: Ingram Jill; Steven Mendoza; Stipe Maria; cdd@ci.cypress.ca.us
Cc: rha@rossmore-rha.org; rcsd@rossmore-csd.org; info@ci.cypress.ca.us
Subject: Black Hawks
Attachments: Black Hawk Statement 4-6.doc; ATT00001.htm

I have concerns about the transfer of the Black Hawk squadron to JFTB Los Alamitos. The issue isn't so much about the move as it is about the increase in helicopter traffic around the base that affects the quality of life of the nearby residents.

I will be sending the attached letter to Mrs. Carmen Call of the Regional Support Command at Moffett Field. I hope that the cities surrounding the JFTB will be participating in 30 day comment period.

Thank you;

Dave Hauske

[Faint, illegible text, possibly a signature or contact information]

April 6, 2011

Statement from David B Hauske regarding the plan by the Vernadero Group concerning the USAR Black Hawk Company transfer from Victorville to Los Alamitos, Ca.:

The EA report from the Vernadero Group concludes that there will be no significant effects of adding fifteen, ninety minute training flights per week to the training schedule. Their report states that the JFTB at Los Alamitos is one of the busiest DoD aviation operations in the U.S. and that this is one of the most congested airspace systems in the country. Does this mean that the JFTB is already so busy that the noise and disruption from another 676 flights per year won't matter?

There are 5 cities immediately surrounding the JFTB. The EA report states that the flight path of the helicopters is over unoccupied or undeveloped land. That land is a very narrow strip used for agriculture and the Navy Golf Course. Residential areas of the cities of Seal Beach, Garden Grove, Cypress, Los Alamitos, and Rossmore are immediately adjacent to this "land".

As the helicopters make their loops down the runway and back over the "land" flying low and slow, a considerable amount of noise is generated. Daytime flights are one thing but training often involves night operations up to 10pm, 4 nights per week. These helicopters can not fly their "touch and goes" without making a major amount of noise, especially as they make their turns into and out of the field.

It is not unusual for the helicopters to stray from their flight path and get close to or over homes, particularly at the east end of the run. These flights typically run late into the summer evenings (up to 10pm) and involve some aggressive maneuvers common to military operations. Sharp, steep turns create blade slap that literally rattles the windows of neighboring homes. During the day, when many residents are not at home, this is not a problem, but from 6 to 10pm Tuesday, Wednesday and Thursday nights, it is very disturbing.

The EA report dismisses these concerns as insignificant. It is anything but to the residents. I've lived near the JFTB for 38 years. I was in the Naval Air Reserve from 1964 to 1970. I do not have a problem with the flight training and operations that take place here other than at night. I would like the USAR to consider other options to their night training schedule.

Respectfully,

David B Hauske

A resident of West Garden Grove since 1973.

RESPONSE TO ENVIRONMENTAL ASSESSMENT REGARDING BLACK HAWK HELICOPTERS AT THE JFTB, LOS ALAMITOS, CA.

Executive Summary

Item 7 – Nighttime flights over undeveloped and unpopulated areas.

Response: The night flights would go until 10 pm most often in the summer when neighbors have doors and windows open to get the cool evening air. The undeveloped and unpopulated areas are quite narrow and residential homes are immediately adjacent to those areas.

Item 8 – Minor long term adverse impacts to the noise environment.

Response: Daytime operations are of little problem. The night operations will add to the number of noise pollution events.

Item 13 – Health and human safety will have a less than significant adverse impact.

Response: The impact of 15 flights per week by up to 8 helicopters at 90 minutes per flight sounds like a considerable impact to my health and welfare.

Paragraph 1.5 Public Participation Opportunities

Notice published in the LB Press Telegram and OC Register and a copy of the EA available in the local library.

Response: I take the Register and go to the library but still didn't know about an open house until after the event. This is, of course, totally my fault.

Page 8: 15 additional flights per week (2 to 3 Tuesday – Thursday) . This is when most of the night ops take place. That 6 to 9 flights above what we have now? That sounds like a constant merry-go-round of Black Hawks until 10 pm. The other flights (1-2 Monday and Friday) would give us a very full week of air traffic. How many weeks of the year are we talking about here? 52?

Page 11: Land Use

The JFTB is surrounded by 5 cities with residential areas abutting all sides of the base. The only non residential area in at the east end of the runway. The helicopters like to bank sharply left as they approach the end of the runway. The turn exposes the residential areas to the prop wash and blade slap the contribute to so much of the noise.

Page 14: Land Use continued:

This is already one of the busiest DoD aviation operations in the U.S. It is “located in one of the most congested and heavily flown airspace systems in the U.S.” The airport is open for operations 15 hours per day Tuesday – Friday, 7am to 10pm and 8 – 4 Saturday through Monday.

Page 33: Section 3.9 Noise

This is what it is all about. The number of intrusive sounds each day, the maximum sound levels of those sounds, and the duration. In a quiet residential neighborhood, especially in the evening when families are home together, these helicopter noises are going to impact the quality of life. We already have numerous flight per night. Adding 15, 90 minute flights per week (676 more flights per year) is not going to make ours lives more enjoyable.

Page 39: Section 3.9.2

The USAR does not anticipate any significant impact on the noise environment. So, its already noisy, so whats another 676 hours of noise.

David B Hauske

A resident of West Garden Grove since 1973.

Statement from David B Hauske regarding the plan by the Vernadero Group concerning the USAR Black Hawk Company transfer from Victorville to Los Alamitos, Ca.

The EA report from the Vernadero Group seems to conclude that there will be no significant effects of adding an additional 15, 90 minute training flights by at least four more Black Hawk helicopters. Their report states that the JFTB at Los Alamitos is one of the busiest DoD aviation operations in the U.S. and that this is one of the most congested airspace systems in the country.

By adding 676 flights per year to this "airspace system" immediately surrounding the JTFB the quality of life for the residents of 5 cities will definitely be impacted. The thought of another squadron of Black Hawk helicopters flying by our homes, day and especially at night, makes me cringe.

Daytime flights are one thing but training often involves night ops up to 10pm 4 nights per week. These helicopters can not fly their "touch and goes" without making a major amount of noise, especially as they make their turns into and out of the field.

The local residents deserve a chance to question the USAR before this plan is implemented. Their announcement of the Open House was missed by almost everyone. We would like another Open House.

David B Hauske

A resident of West Garden Grove since 1973.

City of Los Alamitos

Agenda Report Discussion Items

May 2, 2011
Item No: 8B

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: Mayor Pro-Tem Edgar and Council Member Kusumoto, General Plan Ad Hoc Subcommittee Members

Subject: Evaluation of General Plan Consultants

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

Recommendation: 1) Receive and File Recommendation of Ad Hoc Subcommittee; 2) Accept recommendation of consulting firms to be interviewed by City Manager and Community Development Director; 3) Alternatively, discuss and take other action related to this item.

Background

The City of Los Alamitos released a Request for Proposal (RFP), received proposals and charged the City Council Ad Hoc Subcommittee to rate the various proposals related to the completion of an update of the City's General Plan. The City received three proposals from three Orange County based firms whom have lengthy experience in completing General Plan Updates.

Subcommittee Members and staff developed a matrix divided into categories listed in the RFP. Subsequently, each category was then evaluated by Subcommittee Members' Edgar and Kusumoto along with the Community Development Director. Each Category was given three scores with the totals averaged. The group used a rating scale of 0, 5, 6, 7, 8, 9, 10. A few categories such as "Interview" and "Ability to Cut Costs" remain blank pending interviews and negotiations. To date, the Ad Hoc Subcommittee has completed the following tasks:

1. RFPs Requested and Received **(Complete)**
2. Staff and Council Ad-hoc Subcommittee established **(Complete)**
3. Ad Hoc conducts preliminary review, established rating criteria and process to complete **(Complete)**
4. Ad Hoc briefs Council on actions - verifies next steps to complete evaluations **(Complete)**
5. Ad Hoc completes evaluation and provides scored list **(Complete)**

6. Ad Hoc provides findings and scoring to Council with decision to interview top 2 of 3 (**Presented to Council May 2, 2011**)
7. Staff completes interviews and reports back to Ad Hoc
8. Ad Hoc directs staff toward negotiation and vendor recommendation. (**Decision required by Ad Hoc**)
9. Council approves Professional Services Agreement to Vendor and approves budget amendment (**Decision Required by Council**)

Discussion

Below is a matrix providing the average scoring of the evaluated proposals. The results of the ranking demonstrate that two of the three firms have scored with nearly identical numbers with the third ranked just under nine points below the others.

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

The subcommittee has directed the City Manager and the Community Development Director to interview the two higher scoring firms. Upon completion of those interviews, staff will complete the evaluation matrix and present the findings to Subcommittee Members' Edgar and Kusumoto, who will then make a final recommendation to the City Council with regard to retaining the most qualified firm to complete the work stated.

The Subcommittee has taken great strides to ensure that the City's negotiation position with the firms remains intact. Careful consideration has been taken to protect the pricing of the proposals until such time that the City Manager has been provided the necessary direction by the City Council to negotiate an acceptable agreement. Upon completion of the interviews and final negotiations, the Subcommittee will present their formal recommendation to the City Council for consideration.

Fiscal Impact

None.

Submitted By:



Steven A. Mendoza
Director of Community Development

Approved By:


Jeffrey L. Stewart
City Manager

Attachments: None