



**5. PRESENTATIONS**

**A. Plaque of Appreciation Presentation to Outgoing Traffic Commissioner Irma Austin**

**6. ORAL COMMUNICATIONS**

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

**7. REGISTER OF MAJOR EXPENDITURES**

March 5, 2012.

**Roll Call Vote**

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

**8. CONSENT CALENDAR**

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

\*\*\*\*\*CONSENT CALENDAR\*\*\*\*\*

**A. Approval of Minutes (City Clerk)**

- 1. Approve Minutes of the Special Meeting – February 21, 2012
- 2. Approve Minutes of the Regular Meeting – February 21, 2012

**B. Warrants (Finance)**

March 5, 2012.

**C. Emergency Roof Repairs - Reaffirmation of Emergency Conditions (Public Works)**

The City of Los Alamitos, when approving emergency public projects, is required to reaffirm such decisions at subsequent Council Meetings until the emergency is resolved. This staff report reaffirms the December 19, 2011, decision to approve an emergency contract for roof repairs to several City buildings to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

Recommendation: City Council, by a 4/5ths vote, ratify and reaffirm the December 19, 2011, City Council action to:

1. Find that significant damage has occurred to the roofs on several City buildings as a result of recent weather events, that the roofs are leaking into work spaces currently in use by employees, that future wind and storm events are predicted in the near future, and that the roofing issues have been inspected and assessed by professionals with pertinent experience who have recommended immediate repair to avoid further damage and possible health and safety issues; and,
2. Find that the roofing problems identified in this report are an emergency, that there is not time to conduct a competitive bid process and that the roofs must be repaired immediately to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings; and,
3. Authorize the award of contract for emergency roof repairs to Emercon Construction, Inc. via the Joint Powers Insurance Authority (JPIA) while authorizing an expenditure of \$5,000.00 for the deductible; and,
4. Authorize the City Manager to spend up to \$15,000 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

**D. Approval of Plans and Specifications and Authorization to Bid for ADA Accessibility Ramps in Old Town East and West, and Apartment Row (Public Works)**

This report recommends actions to begin facilitating the construction of ADA accessibility ramps in Old Town East and West, and Apartment Row.

Recommendations:

1. Approve the plans and specifications for the construction of ADA accessibility ramps in Old Town East and West, and Apartment Row; and,
2. Authorize staff to advertise and solicit bid proposals for Project A.

**E. Replacement of Unmarked Police Vehicle (Public Works)**

This is a request to purchase one unmarked certified police vehicle to replace an aging 2004 Crown Victoria. This report seeks to "piggy back" on the Los Angeles County Sheriff bid for acquisition of the vehicle.

Recommendation:

1. Authorize the City Manager to purchase one (1) 2012 Dodge Charger Unmarked Certified Police Vehicle from McPeek's Dodge of Anaheim, CA; and,
2. Declare the 2004 Crown Victoria as surplus and authorize staff to dispose of the item in accordance with the Los Alamitos Municipal Code Section 2.60.020.

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

## 9. DISCUSSION ITEMS

- A. Consideration of Reduction in the Utility Users Tax (City Manager)**  
During the mid-year budget review on February 21, 2012, several of the Council Members raised the issue of reducing the Utility Users Tax for the 2012-13 Fiscal Year.

Recommendation: Consider the Staff recommendation to delay lowering the Utility Users Tax due to flat revenue projections in the major revenue sources projected for Fiscal Year 2012-13.

- B. Adoption of Business and Residential Improvement Program (Community Development)**  
This report seeks formal adoption of the Los Alamitos Business and Residential Improvement Program first introduced to City Council on February 21, 2012.

Recommendation:

1. Adopt City Council Resolution No. 2012-03 approving the Los Alamitos Business and Residential Improvement Program; and,
2. Approve Budget appropriation of \$164,906, from the General Fund Reserves to the Community Development Department for implementation of the program for Fiscal Year 2011-2012 and Fiscal Year 2012-2013.

- C. Developer Initiated Ballot Measure in the City of Cypress (Com. Dev.)**  
This report provides an update on a proposed ballot initiative that could lead to a new development on Katella Avenue, east of Enterprise Drive in the City of Cypress.

Recommendation: Receive and file.

- D. **Consideration of Withdrawal of Prosecution of Alleged Brown Act Violations and Cessation of Hostilities** (City Manager)  
Council discussion regarding setting aside disputes over the Brown Act and re-focusing on City business.

Recommendation: Staff recommends that the City Council discuss and provide direction regarding the possibility of withdrawing all threatened, pending action regarding alleged Brown Act violations.

10. **MAYOR AND COUNCIL INITIATED BUSINESS**

**Council Announcements**

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

11. **ITEMS FROM THE CITY MANAGER**

12. **CLOSED SESSION**

**Conference with Legal Counsel**

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

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

13. **ADJOURNMENT**

The next meeting of the City Council is scheduled for **Monday, March 19, 2012**, in the City Council Chambers.

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

  
Windmera Quintanar  
Department Secretary

3/1/12  
Date

**CITY OF LOS ALAMITOS**  
**Register of Major Expenditures**  
**March 5, 2012**

**Pages:**

<b>01</b>	<b>\$ 121,265.84</b>	<b>Major Warrants</b>	<b>03/05/2012</b>
	<b>\$ 137,389.95</b>	<b>Payroll</b>	<b>02/17/2012</b>
	<b>\$ 89,990.86</b>	<b>Payroll Benefits</b>	<b>02/17/2012</b>

**Total     \$ 348,646.65**

**Statement:**

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



**this 29<sup>th</sup> day of February, 2012**

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICA WEST LANDSCAPE, INC.	LAUREL PARK REHAB	PARK DEVELOPMENT	CAPITAL PROJECTS	63,106.87
			TOTAL:	63,106.87
MISC. VENDOR	LAUREL PARK REHAB	PARK DEVELOPMENT	CAPITAL PROJECTS	26,590.88
			TOTAL:	26,590.88
STATE OF CALIFORNIA	ELECTRIC	GENERAL FUND	AQUATICS	9,449.41
	ESPC	GENERAL FUND	AQUATICS	132.51
	GAS	GENERAL FUND	AQUATICS	14,559.16
	WATER	GENERAL FUND	AQUATICS	3,759.00
	SEWER	GENERAL FUND	AQUATICS	4,043.57
	ELECTRIC ADJUSTMENT	GENERAL FUND	AQUATICS	375.56
			TOTAL:	31,568.09

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

10	GENERAL FUND	31,568.09
40	PARK DEVELOPMENT	89,697.75
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	GRAND TOTAL:	121,265.84
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## MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

### SPECIAL MEETING – February 21, 2012

#### 1. CALL TO ORDER

The City Council met in Special Session at 5:02 p.m., Tuesday, February 21, 2012, in the Council Chambers, 3191 Katella Avenue, Mayor Edgar presiding.

#### 2. ROLL CALL

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

**Absent:** Council Members: None

**Present:** Staff: Angie Avery, City Manager  
Sandra J. Levin, City Attorney  
Anita Agramonte, Finance Director  
Corey Lakin, Community Services Director  
Todd Mattern, Police Chief  
Steven Mendoza, Community Development Dir.  
Cassandra Palmer, Support Services Manager  
Windmera Quintanar, Department Secretary

#### 3. ORAL COMMUNICATIONS

At this time any individual in the audience may come forward to speak on any item on the agenda. Remarks are to be limited to not more than five minutes.

Mayor Edgar opened the meeting for Oral Communications. There being no one present wishing to speak, Mayor Edgar closed the meeting for Oral Communications.

#### 4. SPECIAL ORDERS OF THE DAY

##### A. Mid-Year Budget Review for Fiscal Year 2011-12 (Finance)

This report provides the City Council with a mid-year budget and financial update for the Fiscal Year 2011-12. The report also makes recommendations for budget amendments, both to estimated revenues and to appropriations.

Finance Director Agramonte summarized the staff report referring to the information contained therein and gave a PowerPoint presentation.

The City Council and staff discussed the following topics:

- Utility Users Tax (UTT) increase balancing out with the decrease in franchise fees.
- 8% increase in sales tax State wide and year-to-date receipts showing a consistent increase.
- Effectiveness of Redflex cameras as a deterrent and possibility of renegotiating the contract.
- Correlation between the sales tax increase and the \$75,000 guarantee from the waste hauler contract with Consolidated Disposal.
- Update on broadcasting of Rossmoor Community Services District (RCSD) on Los Alamitos Television (LATV).
- Current year property tax decline and County projection of flat growth from here on out.
- Reassessment of residential and commercial properties and the affect on property taxes.
- Revenues included in the UUT Fund.
- One-time bail bond forfeiture.
- Current LAIF rate of .36% and Council's interest in investigating other options.
- Vehicle replacement schedule and the Garage Fund.
- Carryover of residential street improvement funds.
- Council funding the General Plan Year 1 process with revenues instead of with General Plan Reserves as originally proposed .
- Priority list for project expenditures out of the IT Fund.
- Looking towards reinvesting in the City.
- Council Member Graham-Mejia stated for the record her belief that the speed bumps currently in the alley were inadequate and did not slow down traffic.
- Not using the Garage Fund to balance the budget.

The following projects were requested to be included in the FY 2012/13 Budget process:

- Two new bus shelters, one on Katella in front of the hospital and one at Katella and Saratoga.
- Park safety and graffiti abatement.
- Adding large speed bumps in the alley.
- Adding lighting to the alleys.

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

1. Received and filed the mid-year budget report; and,

2. Approved the budget amendments to the Fiscal Year 2010-11 Operating and Capital Budget as recommended in Attachment "E" to this report.

**5. ADJOURNMENT**

City Council adjourned at 6:36 p.m. The next meeting of the City Council is scheduled for **TUESDAY, February 21, 2012, at 6:30 p.m.**, in the City Council Chambers.

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Troy D. Edgar, Mayor

ATTEST:

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Windmera Quintanar, Department Secretary

## MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – February 21, 2012

**1. CALL TO ORDER**

The City Council met in Regular Session at 6:50 p.m., Tuesday, February 21, 2012, in the Council Chambers, 3191 Katella Avenue, Mayor Edgar presiding.

**2. ROLL CALL**

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

**Absent:** Council Members: None

**Present:** Staff: Angie Avery, City Manager  
Sandra J. Levin, City Attorney  
Anita Agramonte, Finance Director  
Corey Lakin, Community Services Director  
Todd Mattern, Police Chief  
Steven Mendoza, Community Development Dir.  
Windmera Quintanar, Department Secretary

**3. PLEDGE OF ALLEGIANCE**

Council Member Graham-Mejia led the Pledge of Allegiance.

**4. INVOCATION**

Mayor Pro Tem Poe gave the invocation.

**5. CLOSED SESSION**

**Conference with Legal Counsel**

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

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

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

Case Number: Orange County Superior Court Case #00420414

Authority: Government Code Section 54956.9(a)

Council Member Graham-Mejia requested an opportunity to review the memo she received from the City Attorney regarding Conflict of Interest.

## **RECESS**

The City Council took a brief recess at 6:55 p.m.

## **RECONVENE**

The City Council reconvened in Regular Session at 6:59 p.m.

City Attorney Levin explained the difference between financial conflicts of interest regulated by the Fair Political Practices Commission (FPPC) and common law bias conflicts.

Council Member Graham-Mejia stated she had misunderstood her perceived conflict and revoked her abstention from discussions regarding the trash contract litigation.

Mayor Edgar asked for clarification regarding Council Member Graham-Mejia's perceived conflict.

Discussion ensued regarding the events surrounding Council Member Graham-Mejia's recusal, perceived conflict of interest, and common law bias conflicts.

Council Member Graham-Mejia stated she did not believe she had a common law bias conflict and would put the City's best interest ahead of her own. She indicated was comfortable rejoining Closed Session discussion regarding the trash contract litigation.

## **RECESS**

The City Council recessed into Closed Session at 7:20 p.m.

## **RECONVENE**

The City Council reconvened into Regular Session at 7:40 p.m.

City Attorney Levin stated Council had met to re-discuss whether to appeal the litigation. Council voted 3/2 (Graham-Mejia and Kusumoto cast the dissenting vote) to reaffirm and re-appeal the litigation.

## **6. ORAL COMMUNICATIONS**

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

Pat Blancher, resident, stated support for the current trash contract and spoke regarding the traffic on Farquhar and her opposition to an additional lane, and support for adding bike lanes throughout the City.

Roger Ho, Attorney for Council Member Kusumoto, read a Deliver Demand letter on behalf of Council Member Kusumoto into the record (Attachment 1).

Mayor Edgar indicated the concerns had been cured during the Closed Session actions of the evening.

Richard Murphy, resident, stated opposition to item 10D.

Art DeBolt, resident, stated opposition to item 9A and gave his understanding of the rates and perceived overpayments. He stated his belief that Mayor Edgar had breached the Code of Conduct outlined in the Waste Hauler, Request for Proposals.

JM Ivler, resident, requested the City Attorney investigate what he perceived as Brown Act violations and Los Alamitos Charter and Municipal Code violations.

**7. REGISTER OF MAJOR EXPENDITURES**

February 21, 2012

Motion/Second: Graham-Mejia/Stephens

Unanimously Carried: The City Council approved the Register of Major Expenditures for February 21, 2012, in the amount of \$313,135.42.

**Roll Call Vote**

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

**8. CONSENT CALENDAR**

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

Council Member Graham-Mejia pulled item 8A.

Motion/Second: Graham-Mejia/Stephens

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

\*\*\*\*\*CONSENT CALENDAR\*\*\*\*\*

**B. Warrants (Finance)**

The City Council approved the Warrants of February 21, 2012 in the amount of \$73,252.96

**C. Emergency Roof Repairs - Reaffirmation of Emergency Conditions (Public Works)**

The City of Los Alamitos, when approving emergency public projects, is required to reaffirm such decisions at subsequent Council Meetings until the emergency is resolved. This staff report reaffirmed the December 19, 2011, decision to approve an emergency contract for roof repairs to several City buildings to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

The City Council, by a 4/5ths vote, ratified and reaffirmed the December 19, 2011, City Council action that:

1. Found that significant damage had occurred to the roofs on several City buildings as a result of recent weather events, that the roofs were leaking into work spaces currently in use by employees, that future wind and storm events were predicted in the near future, and that the roofing issues had been inspected and assessed by professionals with pertinent experience who recommended immediate repair to avoid further damage and possible health and safety issues; and,
2. Found that the roofing problems identified in the report were an emergency, that there was not time to conduct a competitive bid process and that the roofs had to be repaired immediately to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings; and,
3. Authorized the award of contract for emergency roof repairs to Emercon Construction, Inc. via the Joint Powers Insurance Authority (JPIA) and authorized an expenditure of \$5,000.00 for the deductible; and,
4. Authorized the City Manager to spend up to \$15,000.00 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

**D. Disposal of Surplus Equipment (Police)**

In 2005, the Los Alamitos Police Department utilized funding from the Urban Area Security Initiative to purchase computers for the patrol vehicles. Those computers were at end of life and were recommended for surplus. The value in the computers is limited to use as parts.

The City Council declared the listed equipment as surplus and authorized its disposal in accordance with Los Alamitos Municipal Code 2.60.120.

**E. Consideration for a Professional Services Agreement with Johnny Rebs' of Bellflower, Inc. Restaurant to Supply Food for Race on the Base (Recreation)**

This item authorized the City Manager to pay for the food for the Race on the Base. The Race on the Base event required an external food vendor due to the nature of food service handling. This item was placed on the agenda because the cost of the food exceeds the purchasing limit of the City Manager. Race registration revenue offsets the cost of the food so there was no impact to the General Fund.

The City Council authorized the City Manager to pay for the food from Johnny Rebs' of Bellflower, Inc. for the 2012 Race on the Base in an amount not to exceed \$30,000 and to execute a contract in a form to be approved by the City Attorney.

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

**A. Approval of Minutes (City Clerk)**  
Approve Minutes of the Regular Meeting – February 6, 2012

Council Member Graham-Mejia stated for the record that she did not feel action minutes gave a clear depiction of the events for future Council or the community. She stated support for reinstating summary minutes for historical purposes.

Council Member Kusumoto brought up a concern regarding his perceived misreading of Ordinance No. 12-01 and stated he would address it when the item was discussed.

Motion/Second: Poe/Stephens  
Carried 3/2 (Graham-Mejia and Kusumoto cast the dissenting votes): The City Council approved the Minutes of the Regular Meeting of February 6, 2012.

**9. ORDINANCES**

**A. Second Reading of Ordinance No. 12-01 – Services Contracts and Awarding Franchise Agreements for Solid Waste Collection Services**  
At its regular meeting of February 6, 2012, the City Council conducted a first reading of Ordinance No. 12-01, which proposes a Code amendment to clarify the Municipal Code regarding waste hauling services within the City and ratifies and reaffirms the existing franchise with Consolidated Disposal.

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

Council Member Kusumoto refereed to page 3 of 5, Section 4, and stated there was a typographical error.

City Attorney Levin clarified typographical errors were exempt.

Council Member Graham-Mejia inquired when the Mayor was appointed as the representative for negotiations.

City Attorney Levin indicated she could research the date; however it was a Closed Session decision and could not be discussed in Open Session.

Discussion ensued regarding confidentiality of Closed Session discussions and Consolidated Disposal submitting its parent company's financials as part of the bid.

Motion/Second: Poe/Edgar

Carried 3/2 (Graham-Mejia and Kusumoto cast the dissenting vote): The City Council:

1. Read in full Ordinance No. 12-01; and,
2. City Attorney Levin read Ordinance No. 12-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 8.12.015 AND 2.60.130 OF THE MUNICIPAL CODE, ADDING SECTION 2.60.140 TO THE MUNICIPAL CODE AND REAFFIRMING AND REAWARDING EXISTING FRANCHISES."
3. Adopt Ordinance No. 12-01 by roll call vote.

**Roll Call Vote**

Council Member Graham-Mejia	No
Council Member Kusumoto	No
Council Member Stephens	Aye
Mayor Pro Tem Poe	Aye
Mayor Edgar	Aye

**10. DISCUSSION ITEMS**

**A. Increasing Seven Member Planning Commission (Comm Dev.)**

This report outlined the process to amend the City's Municipal Code should Council decide to increase the seven member Planning Commission.

Community Development Director Mendoza summarized the staff report referring to the information contained therein and answered questions from the City Council.

The City Council discussed the following topics:

- Having flexibility on all Commissions to appoint from 5 to 9 Commissioners
- Encouraging community involvement
- Addressing each Commission individually
- History of not having enough applicants for Commission openings
- Commissions mirroring the legislative body of the Council
- Commissioner consistency pertaining to ongoing projects
- General Plan Update process to date
- Benefit of having new ideas and perspectives

Mayor Edgar opened the item for public comment. There being no one present wishing to speak, Mayor Edgar closed the item for public comment.

Motion/Second: Poe/Edgar

Carried 4/1 (Graham-Mejia cast the dissenting vote): The City Council tabled the item to an undetermined future date.

**B. Conceptual Consideration of Business and Residential Improvement Program (Community Development)**

This report conceptually introduced the Los Alamitos Business and Residential Improvement Program to incentivize reinvestment by rebating permit fees. If conceptually approved, formal adoption of this program would be considered at a future Council meeting.

Community Development Director Mendoza summarized the staff report referring to the information contained therein and answered questions from the City Council.

City Attorney Levin stated there were no known conflicts of interest for City Council since the program was Citywide and Council properties were exempt. She cautioned Council to seek her advice should they learn of anything that may cause a conflict (i.e. neighbors doing major remodels).

The City Council and staff discussed the following topics:

- Incentivizing residents and business owners to improve their properties
- Increasing sales tax with the "Buy Local" aspect
- Chamber providing a list of local businesses
- Funding the program with General Fund Unrestricted Reserves

- Support for giving back to the Community
- Hitting a broader base of tax payers by reducing Utility Users Tax (UUT) by 1-2% for a limited time
- Staff time for implementation and management of the program
- Possibility of including preconstruction services (i.e. architect services) as eligible expenses for reimbursement
- Financial liability and risk
- Reserving funds upfront so applicants know instantly if they can participate in the program
- Increasing funding so more people can participate in the program
- Tracking sales tax generated from the program

Mayor Edgar opened the item for public comment.

JM Ivler, resident, stated support for the item and suggested returning any unused funds back to the reserves and returning sales tax back into the program.

Richard Murphy, resident, stated support for the item and suggested offering a benefit to local businesses who participate in the program and getting local banks to support the program.

Mayor Edgar closed the item for public comment.

The City Council and staff discussed the following topics:

- Returning unused funds to the General Fund Unrestricted Reserves
- Using point of sale data to return funds to the program
- Having a list of local businesses and having said businesses offer a discount for the program
- Raising the funding level
- Creating a Council Ad Hoc Committee to review the program
- Adding an appeals process
- Lowering the UUT as a separate agenda item
- Problematic to reduce revenue before the completing the Budget process

The City Council:

1. Reviewed and discussed concepts of the program; and,
2. Provided feedback to incorporate into final program guidelines; and,
3. Directed staff and the City Attorney to prepare for next council meeting.

**C. Appointment of City Council Ad Hoc Subcommittee to Consider Use of Potential Donated Funds from the Aquatic Foundation for Capital Improvements to the Pool (City Manager)**

The Los Alamitos Aquatic Foundation was established as a non-profit 501(c)3 in 1998 to receive grant funds and donations for the renovation of the USA Water Polo National Aquatic Center on the Joint Forces Training Base. The Aquatic Foundation is considering closing its books and making a donation to the City to be used for capital improvements at the pool. An Ad Hoc Subcommittee would assist staff in prioritizing the projects needed at the pool.

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

Council Member Stephens and Mayor Pro Tem Poe stated an interest in serving on the Ad Hoc Committee.

Motion/Second: Graham-Mejia/Kusumoto

Unanimously Carried: The City Council appointed Mayor Pro Tem Poe and Council Member Stephens to serve as an Ad Hoc Subcommittee to prioritize the capital improvement needs at the pool in anticipation of a donation from the Los Alamitos Aquatic Foundation.

**D. Consideration of an Administrative Regulation Pertaining to Code of Conduct for City Council and Commissions (City Manager)**

This report requests City Council consideration of the adoption of an Administrative Regulation to provide uniform procedures by which the City Council and Commissions should conduct themselves while in office.

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

Mayor Edgar discussed the importance of streamlining the agenda process.

Council Member Kusumoto called for the question. Council Member Graham-Mejia seconded.

Mayor Edgar opened the item for public comment.

Richard Murphy, resident, stated opposition to the item and expressed concern the minority would not be heard.

Mayor Edgar closed the item for public comment.

The City Council and staff discussed the following topics:

- Refraining from using the agenda for political debates
- Moving the City forward
- Clarification regarding adding items to the agenda per the proposed Code of Conduct

Mayor Edgar called for a point of order and requested Council Member Kusumoto withdraw his motion to allow for discussion.

Council Member Kusumoto declined.

Council Member Graham-Mejia withdrew her second.

The City Council and staff discussed the following topics:

- Equality for Council Member's ability to get items agendized
- Survey of surrounding cities regarding agenda items
- Council's ability to modify the proposed Code of Conduct
- Clarification regarding the proposed Code of Conduct
- Applicability to the City Commissions
- Los Alamitos Municipal Code Section (LAMC) 2.04.040, regarding placement of agenda items
- The use of City resources
- History of previous attempts to adopt a Code of Conduct
- Perceived inequality of Council minority to have an item placed on the agenda with the proper research

Motion/Second: Poe/Warren

Motion died 1/3 (Edgar, Graham-Mejia, and Stephens cast the dissenting vote and Council Member Kusumoto abstained): The City Council adopt the Administrative Regulation 2.6, Code of Conduct for City Council and Commissions, but substitute LAMC Section 2.04.040 for Section O.

City Council took no action.

## **RECESS**

The City Council recessed at 10:35 p.m.

## **RECONVENE**

The City Council reconvened in Regular Session at 10:44 p.m.

- E. Potential Brown Act Violations (City Manager)**  
Staff was asked to place this item regarding potential Brown Act violations on the agenda.

City Attorney Levin stated the item appeared without a staff report because there was no direction from the Council majority to conduct the research; however, her initial investigation did not warrant Council action or cause for a cure. She clarified that the reportable action of item 5 cured the alleged Brown Act violation of December 8, 2011.

The City Council and staff discussed the following:

- Clarification in the future if Council action is needed to have an item agendaized with research efforts by staff
- Perceived inequality of staff report efforts for items requested by certain Council Members
- Additional alleged Brown Act violations
- Need for Brown Act training
- Addressing all alleged Brown Act violations at once

Mayor Edgar opened the item for public comment.

JM Ivler, resident, stated support for dropping all alleged Brown Act violations and working together to move forward.

Mayor Edgar closed the item for public comment.

The City Council and staff discussed the following topics:

- Working together to move forward to do the business of the City
- Proper notification and posting for the December 8, 2011 Special City Council meeting
- Council's desire to do the best for its residents
- Council Member Kusumoto's desire to exonerate himself from the claims brought against him
- Equal treatment for all Council Members
- Request for an agenda item to clear all alleged Brown Act violations

The City Council discussed the alleged Brown Act violations in the open session City Council meeting.

## **11. 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 Graham-Mejia** reported attendance at the Vector Control Board meeting and gave a brief update. She requested the City Manager address resident concerns during City Manager comments so all residents would be apprised of the answers and congratulated Detective Jacob Sorenson for being accepted to West County Swat Team.

Police Chief Mattern gave a brief background on Detective Jacob Sorenson.

Council Member Graham-Mejia spoke regarding the following topics: Laurel Park renovation, Katella and Chestnut project, Spring Carnival and noticing the new location of the carnival.

**Council Member Stephens** reported attendance at the Orange County Fire Authority Budget and Finance Committee meeting. He stated he was pleased to serve on the Aquatics Foundation Ad Hoc Committee. He requested an update on the Race on the Base and Community Services Director Lakin provided such.

**Mayor Pro Tem Poe** congratulated Detective Jacob Sorenson and thanked Council Member Graham-Mejia for her update on Vector Control. She reported attendance at the State of the County and advised of the upcoming Americana Awards and Race on the Base. She requested the Council Meeting be adjourned in memory of former Traffic Commissioner, Shawn Utley, and long time former business owner, Mary Jonokuchi.

**Council Member Kusumoto** requested the City Attorney forward him any information he may be lacking regarding the trash litigation.

**Mayor Edgar** reported attendance at the Orange County Sanitation District meeting, State of the County, and advised of the upcoming West Orange County Elected Officials meeting. He stated Stanton Council Member Ed Royce Senior had stepped down and this would create an opening on the Metropolitan Water District of Orange County (MWDOC) Board. He spoke on the following topics: rededication of Laurel Park, potential ballot measure being circulated in the City of Cypress, upcoming ribbon cutting for the Total Breast Care Center, and upcoming Americana Awards.

Council Member Graham-Mejia requested an update on the upcoming Local Agency Formation Commission (LAFCO) available seat. Mayor Edgar and Mayor Pro Tem Poe provided an update.

## 12. ITEMS FROM THE CITY MANAGER

City Manager Avery gave an update on the following topics:

- Shade structure at the pool and tentative Grand Opening date of March 14<sup>th</sup>
- General Plan Outreach dates of March 8, 17, and 20

- Summarized the response letter sent to Javier Mejia, resident, regarding his previous concerns: Humbolt and Cerritos, graffiti abatement, update on the speed bumps in the alley
- Summarized the response sent to Mr. Baker regarding the excessive wait time to make a left on Rossmoor Way

**13. ADJOURNMENT**

City Council adjourned at 12:10 a.m. in memory of former Traffic Commissioner Shawn Utley and former business owner Mary Jonokuchi. The next meeting of the City Council is scheduled for **Monday, March 5, 2012**, in the City Council Chambers.

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Troy D. Edgar, Mayor

ATTEST:

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Windmera Quintanar, Department Secretary

**CITY OF LOS ALAMITOS**  
**A/P Warrants**  
**March 5, 2012**

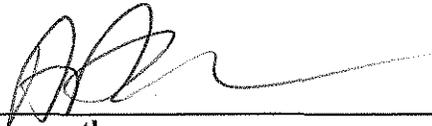
**Pages:**

<b>01-05</b>	<b>\$ 62,029.95</b>	<b>A/P Warrants</b>	<b>03/05/2012</b>
	<b>\$ 1,741.62</b>	<b>Retiree Benefits</b>	<b>03/01/2012</b>

**Total**            **\$ 63,771.57**

**Statement:**

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



**this 29<sup>th</sup> day of February, 2012**

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-8 RETROFIT, INC.	RETROFIT NEW PATROL CAR	GARAGE FUND	GARAGE	5,283.03
			TOTAL:	<u>5,283.03</u>
A.R. ZEFF'S	BACKFLOW VALVE TESTS	GENERAL FUND	PARK MAINTENANCE	1,813.35
			TOTAL:	<u>1,813.35</u>
ALL AMERICAN OFFICIALS	ASSIGNING SERVICES	GENERAL FUND	SPORTS	100.00
			TOTAL:	<u>100.00</u>
AMERICAN RENTALS	CARPET CLEANER RENTAL	GENERAL FUND	BUILDING MAINTENANCE	39.97
			TOTAL:	<u>39.97</u>
ANDERSON ELECTRICAL & LIGHTING SERVICE	ELECTRICAL REPAIR	GENERAL FUND	PARK MAINTENANCE	135.00
			TOTAL:	<u>135.00</u>
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	365.00
			TOTAL:	<u>615.00</u>
ASSOCIATION OF CA CITIES-OC	ANNUAL MEMBERSHIP DUES	GENERAL FUND	CITY COUNCIL	7,248.84
			TOTAL:	<u>7,248.84</u>
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	12.21
			TOTAL:	<u>12.21</u>
C.A. WEB DESIGN, INC.	WEB HOSTING	LOS ALAMITOS TV	LOS ALAMITOS TV	239.40
			TOTAL:	<u>239.40</u>
CARSON SUPPLY CO., INC.	BACKFLOW DEVICE	GENERAL FUND	PARK MAINTENANCE	568.37
			TOTAL:	<u>568.37</u>
CASE POWER AND EQUIPMENT	FOOT PEDAL SWITCH	GARAGE FUND	GARAGE	307.08
			TOTAL:	<u>307.08</u>
CERRITOS DODGE	CHARGER NOZZLE	GARAGE FUND	GARAGE	59.86
			TOTAL:	<u>59.86</u>
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES	GENERAL FUND	BUILDING INSPECTION	5,516.46
	NPDES INSPECTIONS	GENERAL FUND	NPDES	692.50
			TOTAL:	<u>6,208.96</u>
CITY OF SEAL BEACH	DECEMBER BOOKINGS	GENERAL FUND	PATROL	255.00
			TOTAL:	<u>255.00</u>
CLEANSOURCE	FLOOR WAX	GENERAL FUND	BUILDING MAINTENANCE	755.27
			TOTAL:	<u>755.27</u>
COMPUTER SERVICE CO.	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	1,240.00
			TOTAL:	<u>1,240.00</u>
CYPRESS CHAMBER OF COMMERCE	STATE OF COUNTY LUNCH	GENERAL FUND	CITY COUNCIL	30.00
			TOTAL:	<u>30.00</u>
DECKSIDE POOL SERVICE	POOL MAINTENANCE	GENERAL FUND	AQUATICS	1,290.00
			TOTAL:	<u>1,290.00</u>

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FEDEX	MAILING	GENERAL FUND	CITY COUNCIL	25.71
	MAILING	GENERAL FUND	CITY COUNCIL	29.83
	MAILING	GENERAL FUND	ADMINISTRATIVE SERVICE	20.96
	MAILING	GENERAL FUND	PATROL	9.66
			TOTAL:	<u>86.16</u>
CARRI FOX	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	8.40
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	12.60
			TOTAL:	<u>21.00</u>
FRANCHISE TAX BOARD	TAX FILING FEE	LAUREL PARK DEBT S	NON-DEPARTMENTAL	10.00
			TOTAL:	<u>10.00</u>
GANAHL LUMBER COMPANY	STREET PAINTING SUPPLIES	GENERAL FUND	STREET MAINTENANCE	41.54
	TOOLS & RAGS	GENERAL FUND	BUILDING MAINTENANCE	15.48
	LUMBER	GENERAL FUND	BUILDING MAINTENANCE	47.81
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	14.83
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	5.90
	ELECTRICAL PARTS	GENERAL FUND	BUILDING MAINTENANCE	12.90
	KEY	GENERAL FUND	BUILDING MAINTENANCE	6.43
	BATTERY	GENERAL FUND	BUILDING MAINTENANCE	8.60
	ADDRESS NUMBERS	GENERAL FUND	BUILDING MAINTENANCE	32.27
	PIPING SUPPLIES	GARAGE FUND	GARAGE	30.89
	TOOLS	GARAGE FUND	GARAGE	10.20
				TOTAL:
GOLDEN STATE WATER COMPANY	BILL CYCLE 01/10-02/07	GENERAL FUND	STREET MAINTENANCE	2,883.33
	BILL CYCLE 01/10-02/07	GENERAL FUND	PARK MAINTENANCE	1,172.54
	BILL CYCLE 01/10-02/07	GENERAL FUND	BUILDING MAINTENANCE	541.04
			TOTAL:	<u>4,596.91</u>
HDL COREN & CONE	PROPERTY TAX SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	1,250.00
			TOTAL:	<u>1,250.00</u>
KIMBALL MIDWEST	SHOP SUPPLIES	GARAGE FUND	GARAGE	473.58
			TOTAL:	<u>473.58</u>
LONG BEACH SOCCER REFEREE ASSOCIATION	ADULT SOCCER REFEREE	GENERAL FUND	SPORTS	317.00
			TOTAL:	<u>317.00</u>
LOS ALAMITOS AUTO PARTS	OIL	GARAGE FUND	GARAGE	115.43
	RAGS & EPOXY	GARAGE FUND	GARAGE	61.55
	WIPER BLADES & AIR FILTER	GARAGE FUND	GARAGE	69.75
	SHOP SUPPLIES	GARAGE FUND	GARAGE	206.59
			TOTAL:	<u>453.32</u>
LOWE'S	BUILDING MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	302.85
			TOTAL:	<u>302.85</u>
MAILFINANCE	POSTAGE MACHINE	GENERAL FUND	ADMINISTRATIVE SERVICE	166.50
			TOTAL:	<u>166.50</u>
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	163.00
			TOTAL:	<u>163.00</u>
MISC. VENDOR	REFUND - RACE ON BASE TRI	GENERAL FUND	NON-DEPARTMENTAL	86.65

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	250.00
	REFUND - KARATE CLASS	GENERAL FUND	NON-DEPARTMENTAL	72.00
	REFUND - RACE ON BASE TRI	GENERAL FUND	NON-DEPARTMENTAL	86.65
	REFUND - BUILDING PERMIT	GENERAL FUND	NON-DEPARTMENTAL	27.00
			TOTAL:	522.30
PRISCILLA MONSERRATE-SANDERS	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	491.40
			TOTAL:	491.40
LYNDA MOORE	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	306.00
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	642.60
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	232.20
			TOTAL:	1,180.80
NEWPORT EXTERMINATING	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
RON NODA	RACE ON BASE WATER	GENERAL FUND	SPECIAL EVENTS	832.64
			TOTAL:	832.64
OC FIRST LANGUAGE ACADEMY	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	45.50
			TOTAL:	45.50
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	969.62
			TOTAL:	969.62
PAPER RECYCLING SPECIALISTS	SHREDDING SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	74.00
			TOTAL:	74.00
QUARTERMASTER	UNIFORMS	GENERAL FUND	PATROL	613.57
			TOTAL:	613.57
RED WING SHOE STORE	RED WING WORK BOOTS	GENERAL FUND	BUILDING MAINTENANCE	260.00
			TOTAL:	260.00
REDFLEX TRAFFIC SYSTEMS, INC.	AT&T INTERSECT COMM	GENERAL FUND	TRAFFIC	65.00
			TOTAL:	65.00
RICOH AMERICAS CORPORATION	COPIER LEASE	GENERAL FUND	RECREATION ADMINISTRAT	588.32
			TOTAL:	588.32
ROSSMOOR CAR WASH	CAR WASHES - P/D	GARAGE FUND	GARAGE	106.00
	CAR WASHES - REC	GARAGE FUND	GARAGE	24.99
	CAR WASHES - P/W	GARAGE FUND	GARAGE	28.99
	CAR WASHES - C/D	GARAGE FUND	GARAGE	9.00
			TOTAL:	168.98
SIR SPEEDY	BUSINESS CARDS	GENERAL FUND	CITY MANAGER	21.01
	INSERTS FOR REC MAGAZINE	GENERAL FUND	PLANNING	829.98
			TOTAL:	850.99
SOUTH COAST SUPPLY & GARDEN DAZE	PLASTER	GENERAL FUND	PARK MAINTENANCE	58.86
	SOIL	GENERAL FUND	PARK MAINTENANCE	9.31
	SLOW PITCH SUPPLIES	GENERAL FUND	SPORTS	193.95

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>262.12</u>
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEE	GENERAL FUND	AQUATICS	44.00
			TOTAL:	<u>44.00</u>
STATE OF CALIFORNIA DEPARTMENT	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	73.00
	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
			TOTAL:	<u>137.00</u>
SY NURSERY	FLOWERS & SOIL	GENERAL FUND	PARK MAINTENANCE	46.94
			TOTAL:	<u>46.94</u>
T.E. ROBERTS, INC.	PAVING JFTB PARKING LOT	GENERAL FUND	NON-DEPARTMENTAL	7,070.00
			TOTAL:	<u>7,070.00</u>
TIFCO INDUSTRIES, INC.	IRRIGATION PARTS BIN	GENERAL FUND	PARK MAINTENANCE	917.38
			TOTAL:	<u>917.38</u>
TRAIN2SHAPE	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	920.00
	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	1,160.00
	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	60.00
			TOTAL:	<u>2,140.00</u>
TYLER TECHNOLOGIES	MAINTENANCE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,225.50
			TOTAL:	<u>6,225.50</u>
VERIZON CALIFORNIA, INC.	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	114.83
			TOTAL:	<u>114.83</u>
VICTORY LOCK AND KEY	DOOR LOCK REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	102.50
			TOTAL:	<u>102.50</u>
VISUAL STATEMENT, INC.	INVESTIGATION SOFTWARE	GENERAL FUND	TRAFFIC	71.10
			TOTAL:	<u>71.10</u>
WEST COAST ARBORISTS, INC.	TREE MAINTENANCE	GAS TAX	CAPITAL PROJECTS	3,589.00
			TOTAL:	<u>3,589.00</u>
WEST PAYMENT CENTER	SUBSCRIPTION	GENERAL FUND	INVESTIGATION	82.95
			TOTAL:	<u>82.95</u>



# City of Los Alamitos

## Agenda Report Consent Calendar

March 5, 2012  
Item No: 8C

**To:** Mayor Troy D. Edgar & Members of the City Council  
**Via:** Angie Avery, City Manager  
**From:** Steven A. Mendoza, Community Development Director  
**Subject:** Emergency Roof Repairs - Reaffirmation of Emergency Conditions

**Summary:** The City of Los Alamitos, when approving emergency public projects, is required to reaffirm such decisions at subsequent Council Meetings until the emergency is resolved. This staff report reaffirms the December 19, 2011, decision to approve an emergency contract for roof repairs to several city buildings to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

**Recommendation:** City Council, by a 4/5ths vote, ratify and reaffirm the December 19, 2011, City Council action to:

1. Find that significant damage has occurred to the roofs on several city buildings as a result of recent weather events, that the roofs are leaking into work spaces currently in use by employees, that future wind and storm events are predicted in the near future, and that the roofing issues have been inspected and assessed by professionals with pertinent experience who have recommended immediate repair to avoid further damage and possible health and safety issues; and,
2. Find that the roofing problems identified in this report are an emergency, that there is not time to conduct a competitive bid process and that the roofs must be repaired immediately to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings; and,
3. Authorize the award of contract for emergency roof repairs to Emercon Construction, Inc. via the Joint Powers Insurance Authority (JPIA) while authorizing an expenditure of \$5,000.00 for the deductible; and,
4. Authorize the City Manager to spend up to \$15,000.00 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

## **Background**

At its December 19, 2011 meeting, the Los Alamitos City Council authorized staff to award a contract for emergency roof repairs. It was determined that the roofing problems were an emergency, that there was no time to conduct a competitive bid process, and that the roofs needed immediate repair to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

California Public Contract Code permits this action, but further requires that during every subsequent Council meeting that City Council reaffirm the need for the emergency contract still exists.

## **Discussion**

In the current situation, the emergency need still exists. The roofer is proceeding with all due speed and has been issued a building permit to proceed. The project has begun, but the roof repairs are still ongoing.

The roofing contractor began work on Monday, January 9, 2012. Repairs to the roofs were completed shortly thereafter, pending rain to test the repairs. The January 23, 2012 rain event demonstrated that the repairs on the Police Building were adequate, but repairs to the Community Center required another rain to determine if the repairs were adequate. Subsequently, the rain event on 2/27/12 produced no new leaks, thus passing the rain inspection. The interior repairs will commence now that the roof repairs have been completed. Emercon Construction has ordered interior ceiling tiles and is scheduling installation.

The second component of this emergency repair was the air conditioning unit located above Activity Room 2/3 of the Community Center. At the December 19, 2011 meeting, Council authorized the City Manager to approve this one time expenditure up to \$15,000. Staff utilized the bid process as stated in the City's Purchasing Ordinance and the bid was awarded to South Bay Heating and Air Conditioning for \$12,800.

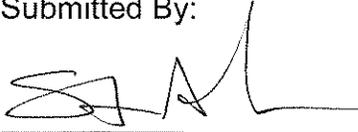
The air conditioner above Activity Room 2/3 was repaired and tested February 10, 2012, by South Bay Heating and Air Conditioning. An extra roofing membrane was installed for added protection. No wood rot damage was found. Testing of the unit was done on Tuesday, February 14, 2012. Testing was successful and this phase of the project is completed.

Staff will continue to seek reaffirmation from City Council at each Council meeting until the emergency project is complete as required by law.

## **Fiscal Impact**

None.

Submitted By:



Steven A. Mendoza  
Community Development Director

Approved By:



Angie Avery  
City Manager

Attachment: 1. City Council Staff Report - December 19, 2011

# City of Los Alamitos

**Agenda Report  
Consent Calendar**

**December 19, 2011  
Item No: 8G**

**To:** Mayor Kenneth Stephens & Members of the City Council

**Via:** Jeffrey L. Stewart, City Manager

**From:** Steven A. Mendoza, Community Development Director  
Tony Brandyberry, Public Works Superintendent

**Subject:** Emergency Roof Repairs

**Summary:** The roofs of several city buildings have incurred significant damage. In order to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings, staff is requesting the City Council identify the repair of the roofs as an emergency and authorize staff to make the necessary repairs. Staff is also seeking authorization to replace and/or repair roof top air conditioning equipment if needed.

**Recommendation:** It is recommended that the Los Alamitos City Council by a 4/5ths vote:

1. Find that significant damage has occurred to the roofs on several city buildings as a result of recent weather events, that the roofs are leaking into work spaces currently in use by employees, that future wind and storm events are predicted in the near future, and that the roofing issues have been inspected and assessed by professionals with pertinent experience who have recommended immediate repair to avoid further damage and possible health and safety issues; and,
2. Find that the roofing problems identified in this report are an emergency, that there is not time to conduct a competitive bid process and that the roofs must be repaired immediately to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings; and,
3. Authorize the award of contract for emergency roof repairs to Emercon Construction, Inc. via the Joint Powers Insurance Authority (JPIA) while authorizing an expenditure of \$5,000.00 for the deductible; and,
4. Authorize the City Manager to spend up to \$15,000.00 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

## Background

The Police Department, Community Center, and Youth Center roofs are greatly in need of repair. The preexisting roof problems were greatly exacerbated by the recent wind and rain events. Even before those events, Public Works staff and the City's insurance carrier, SCJPIA, had been addressing water damage to the City's Police Department and Youth Center's leaking roofs. The JPIA had sent out its representative to investigate the claim. Staff also filed a claim for the damages with the JPIA. The claims specialist from JPIA then sent out a roofing specialist to investigate the problems. The claims specialist met with staff to review the claims process and presented their recommendations for repair. In this meeting it was determined that the recent rain and wind storms caused significant damage and that the City can no longer wait to complete the repairs. Further storm events are predicted this season. JPIA's representatives felt that there was a significant risk of further damage to the facilities as well as potential health and safety issues if the repairs are not made. Staff has likewise concluded that the repairs are needed on an urgent basis.

## Discussion

Repairs that are needed consist of two parts. First, there are roof repairs that require the removing of the roofing tiles, replacing any damaged wood, replacing the underlayment, and concluding with reinstalling the roofing tiles. If flashing is determined not reusable, it too will be replaced. JPIA has also agreed to pay for the cost of the roofing repairs, subject to a \$5,000 deductible.

The second part is repairing or replacing the rooftop air conditioning pans. This is the metal pan that rests underneath the air conditioning unit to prevent water from entering the roof. Three of these pans are rusted and allowing water to leak into the roofs. To repair/replace the pans it is necessary for the air conditioning unit to be removed. This requires a crane service to lift the unit. This work is included in JPIA's covered roof repair costs as well.

However, the air conditioning unit that services the community center is 22 years old, severely rusted, and not economical. (An air conditioner's life span is normally fifteen to twenty years.) JPIA does *not* cover the cost of repair or replacement of the air conditioning units. Nonetheless, if the air conditioning unit is not repaired now, it is highly likely that the repair will be needed in the near future and will be much more costly. Staff therefore recommends that the city replace this unit now while the crane is in position to save on costs.

Due to the timeliness of the needed repairs, staff is recommending that City Council accept JPIA's recommended Contractor for the work in question under the City emergency powers of awarding contracts. The awarding of this suggested contractor would speed up the repair process, minimize additional damage in the upcoming expected rain and wind events and reduce employees' exposure to any health and safety hazards associated with water-damaged office areas.

Under California law, contracts may be awarded without competitive bidding if the legislative body makes a finding by a four-fifths vote that an emergency exists that requires the immediate expenditure of public money to safeguard life, health, or property and that the emergency will not permit a delay resulting from a competitive solicitation for bids. (Public Contract Code Sections 1102, 20168, 22050).

## **Fiscal Impact**

The ultimate cost to the City of Los Alamitos of the roofing repairs will not exceed its \$5,000.00 deductible. The deductible will be paid directly to the contractor from account 25.570.5503.1211, City Hall Complex Roof Repairs. The balance of the roofing repair costs will be paid by JPIA.

The City will also incur costs of up to \$15,000.00 for air conditioner replacement and repair in conjunction with the roof repairs. This portion of the repairs will come from accounts 10.544.5293 (Facility Maintenance, Buildings) and 25.570.5503.1212(City Hall Complex facility Repairs).

Prepared By:

Submitted By:

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Tony Brandyberry  
Public Works Superintendent

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Steven Mendoza  
Community Development Director

Approved By:

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Jeffrey L. Stewart  
City Manager

# City of Los Alamitos

## Agenda Report Consent Calendar

March 5, 2012  
Item No: 8D

**To:** Mayor Troy D. Edgar and Members of the City Council

**Via:** Angie Avery, City Manager

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

**Subject:** Approval of Plans and Specifications and Authorization to Bid for ADA Accessibility Ramps in Old Town East and West, and Apartment Row

**Summary:** This report recommends actions to begin facilitating the construction of ADA accessibility ramps in Old Town East and West, and Apartment Row.

### Recommendations:

1. Approve the plans and specifications for the construction of ADA accessibility ramps in Old Town East and West, and Apartment Row; and,
2. Authorize staff to advertise and solicit bid proposals for Project A.

### Background

On December 1, 2010, City staff submitted an application for Community Development Block Grant (CDBG) funds to the County of Orange, Community Services Department. On February 17, 2011, the City was given preliminary approval for funding for the ADA accessibility ramps in Old Town East and West, and Apartment Row. A public hearing was held by the County Board of Supervisors on May 10, 2011, and the City was awarded \$88,058 for the project, including the design, construction, and construction management. The City Council approved this project in the 2011/2012 Capital Improvement Project (CIP) as part of the City's budget.

### Discussion

The plans for the ADA accessibility ramps in Old Town East and West and Apartment Row have been completed and are ready to go out to bid. There are two projects in the City as follows:

Project A (Year 1) - ADA Accessibility Ramps at Intersections (Apartment Row) – The Apartment Row neighborhood has been developed with a variety of ADA accessible sidewalk standards over the years. Currently, none of the corners with twenty-nine (29) ramps meet the accepted standards. Four of the corners have no ramps at all. This project would provide ramps for those corners that are lacking and bring existing ramps up to current standards in order to comply with state and federal guidelines.

Project B (Year 2) - Replace/upgrade ADA Accessibility Ramps (Old Town) - This tract currently has forty-nine (49) handicap ramps that do not meet the current ADA specification. This project would upgrade the ramps and bring them into current standards in order to comply with state and federal guidelines.

At this time staff will only be bidding out Project A (Year 1) in Apartment Row due to the funding time frame.

The following is an approximate timeline for the completion of Project A:

- 3/5/12 Approval of plans & specifications by the City Council
- 3/7/12 Advertise project
- 3/23/12 Bid opening
- 4/2/12 Award of contract
- 4/16/12 Start of construction
- 5/16/12 End of construction

## **Fiscal Impact**

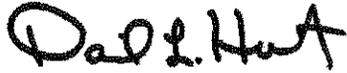
The ADA accessibility ramps project in Old Town East and West, and Apartment Row was budgeted in the 2011/2012 CIP budget utilizing CDBG funding. The budget for the project is as follows:

Design	\$9,000
Construction	\$72,058
Construction management	\$7,000
<u>Total Project</u>	<u>\$88,058</u>

Staff had the design for the ramps completed with CDBG funds awarded in 2011/2012, realizing that there wasn't enough construction money to build all eighty-nine (89) ramps in one year's worth of CDBG funding. In January 2012, staff submitted a new application to CDBG for additional funds, and was notified on February 24, 2012 of an additional award that will cover the remaining costs for all the ramps. This money will be available July 1, 2012.

At this step staff will put out to bid only Project A, which includes twenty-nine (29) ramps in Apartment Row. The leftover amount from Project A (Year 1) will be added to the new funding for Project B (Year 2), and will be put out to bid in May, 2012. At that time, staff will go back to Council requesting permission to solicit bids on a fully funded Project B. Construction would start after July 1, 2012. An added benefit to this time frame is that Project B will be constructed after school has recessed for the summer.

Prepared By:



David Hunt, PE  
City Engineer

Reviewed By:



Steven Mendoza  
Director of Community Development

Approved By:



Angie Avery  
City Manager

*Attachment: 1. Plans and Specifications are available for review in the City Clerk's Office*

# City of Los Alamitos

## Agenda Report Consent Calendar

March 5, 2012  
Item No: 8E

**To:** Mayor Troy D. Edgar & Members of the City Council

**Via:** Angie Avery, City Manager

**From:** Steven A. Mendoza, Director of Community Development  
Tony Brandyberry, Public Works Superintendent

**Subject:** Replacement of Unmarked Police Vehicle

**Summary:** This is a request to purchase one unmarked certified police vehicle to replace an aging 2004 Crown Victoria. This report seeks to "piggy back" on the Los Angeles County Sheriff bid for acquisition of the vehicle.

### Recommendation:

1. Authorize the City Manager to purchase one (1) 2012 Dodge Charger Unmarked Certified Police Vehicle from McPeek's Dodge of Anaheim, CA; and,
2. Declare the 2004 Crown Victoria as surplus and authorize staff to dispose of the item in accordance with the Los Alamitos Municipal Code Section 2.60.020.

### Background

During the FY 2010/2011 and 2011/2012 budget workshops, staff recommended that the City try to extend the life of the all vehicles due to budgetary constraints. Staff has successfully extended the life of a 2004 Ford Crown Victoria an additional 2.5 years. This vehicle has had significant, costly repairs in the last six months. During the FY 2011/2012 budget workshop, it was decided to delay the purchase until the mid-year budget review.

Police vehicles are purchased on rotation. Our rotation schedule recommends replacement based on a tiered level of review based on the following criteria:

1. Vehicle condition
2. Vehicle age (5-year replacement schedule for police vehicles)
3. Vehicle mileage greater than 85,000

Police vehicles experience wear differently than City vehicles used in other capacities. On an average, for every mile driven in a police vehicle, it accumulates wear as if driven two miles. In other words, a police vehicle that has 60,000 miles on it has the wear of a vehicle that has been driven 120,000 miles.

## Discussion

The 2004 Crown Victoria is eight (8) years old and has 141,578 miles. This is over the City's allowable expectancy for replacement of an unmarked patrol vehicle, and it meets or exceeds the criteria for replacement. This past year, the transmission had to be replaced due to failure at a cost of \$2,185. Purchase and outfit of one unmarked Dodge Charger will be \$28,965.72.

Listed below is a breakdown of purchase costs.

Vehicle	Company Name	City	Vehicle Cost	Vehicle Outfit	TOTAL
Unmarked Charger	McPeeks Dodge	Anaheim	\$25,965.72	\$3,000.00	\$28,965.72

The estimated delivery time would be 60 to 120 days, but is likely to be 60 to 90 days. An additional 30 days is required to prepare cars for service and installation of equipment. Staff estimates that the vehicle can be in service by June 21, 2012.

This vehicle would be purchased by "piggy back" bids on the Los Angeles County Sheriff's bid obtained in October, 2011. A "piggy back" bid is an option that an agency has to use the bid from another agency to reduce the man-hours and associated costs needed to obtain competitive pricing. In most cases, a better price is obtained through this process because of the cooperative purchasing that follows the bid.

Upon outfitting of the new vehicle, the replaced vehicle will be retired and declared as surplus. The retired vehicle will be sold at auction pursuant to the City of Los Alamitos purchasing rules which states:

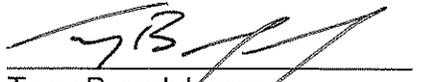
*The Los Alamitos Municipal Code requires that prior to disposing of property; the City Council shall first declare the items as surplus and then authorize staff to dispose of the items in accordance with the Los Alamitos Municipal Code Section 2.60.020. Once authorized by the City Council, staff will contact the City's contracted, auction services provider for disposal of the equipment.*

The estimated return from auction is \$1,500.

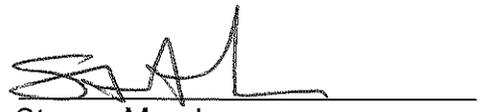
## Fiscal Impact

Funding for the vehicle purchase was appropriated from the Garage Fund at the 2011/2012 mid-year review, in the amount of \$29,500.

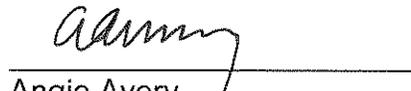
Submitted By:

  
\_\_\_\_\_  
Tony Brandyberry  
Public Works Superintendent

Reviewed By:

  
\_\_\_\_\_  
Steven Mendoza  
Community Development Director

Approved By:

  
\_\_\_\_\_  
Angie Avery  
City Manager

- Attachments:*
1. *Los Angeles County Sheriff Purchase Order*
  2. *McPeek's Dodge of Anaheim's Proposal*



LOS ANGELES COUNTY  
SHERIFF  
PURCHASE ORDER

BILL TO: SHERIFF COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063		ORDER NUMBER PO-SH-12321676-1		AWARD DATE 10/18/11		
VENDOR NAME, STREET, CITY, STATE, ZIP CODE:  MCPEEK'S DODGE OF ANAHEIM 1221 S. AUTO CENTER DRIVE  ANAHEIM CA 92806		ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.  ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:  Contact: Anet Simonian Phone: 323-267-2215 Email: asimonian@isd.lacounty.gov				
SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) COMM & FLEET MGMT BUREAU 15757  1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063 PROCUREMENT FOLDER : 291388		CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) COMM AND FLEET MGMT BUREAU				
DELIVERY DATE 02/27/12	FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ. NUMBER 15757P	CONTRACT NUMBER	TOTAL AMOUNT OF ORDER \$1,139,022.56	
DATE PRINTED 10/18/2011	VENDOR NO. 121779	PROMPT PAYMENT TERMS	TERM 1 DISCOUNT: 0.00 DAYS: 26	TERM 2 DISCOUNT: 0 DAYS: 0	TERM 3 DISCOUNT: 0 DAYS: 0	TERM 4 DISCOUNT: 0 DAYS: 0
LINE NO. 1	COMMODITY/SERVICE DESCRIPTION  NOTICE TO VENDOR: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.  COMMODITY CODE: 070-06-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:  DESCRIPTION: MAKE/MODEL: 2012 DODGE CHARGER VEHICLE - SEDAN, POLICE PURSUIT RATED, REAR WHEEL DRIVE, 3.5 LITERS / V-6 ENGINE, 5-SPEED AUTO, W/ OEM BLUETOOTH - SOLID COLOR(S) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.  ADDITIONAL SHIPPING INFORMATION :		QUANTITY 45.000	UOM EA	UNIT PRICE \$ 23,267.000	EXTENDED AMOUNT \$ 1,047,015.00  \$ 91,613.81
VENDOR COPY  <h1>Cash Discount</h1>						
COUNTY OF LOS ANGELES Anet Simonian 10/18/2011						

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
2	<p>COMMODITY CODE: 070-06-00-0000000</p> <p>SUPPLIER PART NO:</p> <p>SALES TAX AMOUNT:</p> <p>DESCRIPTION: NEW TIRE TAX FEE - (5 TIRES x 45 VEHICLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>VEHICLE OFFERED SHALL BE TESTED AND CERTIFIED AS "HIGH SPEED POLICE PACKAGE VEHICLES" AT THE LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM."</p> <p>Prices are exclusive of federal excise tax. Exempt Certificate No. 95 7400 14K.</p> <p>Terms and conditions are in accordance with Solicitation RFB-IS-12200192.</p> <p>Delivery: 60 - 90 Days ARO</p> <p>REFERENCE: RQN #: 12004826 FA APPROVAL CODE: 12FX87029 FUND: A01 UNIT: 15757 - COMM. &amp; FLEET MGT. BUREAU OBJECT CODE: 6049 (FIXED ASSET) ACTIVITY CODE: PVEH FUNDED BY: CFMB GENERAL FUNDS - CAPITAL ASSETS VEHICLE ASSIGNMENT: VARIOUS UNITS</p> <p>ADDITIONAL SHIPPING INFORMATION :</p>	225.000	EA	\$ 1.750	<p>\$ 393.75</p> <p>\$ 0.00</p>

## STANDARD TERMS &amp; CONDITIONS

## REQUEST FOR BID

SO NO : RFB-IS-12200192-2

COMPANY NAME :

PAGE

*McPuck's Dodge*

BID DUE: 10/11/11 12:00:00 PM

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1. Invitations for bid are to be delivered to County Purchasing Agent by 12:00 noon on the date shown above; at which time it will be opened and, if requested, publicly read. Requests for Quotations are to be delivered to County Purchasing Agent by date and time shown above. There will be no public opening or reading of these quotations. (See title of quotation in top left-hand corner of this document.)
2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.
3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.
4. Bid each item separately. Prices must be stated in units specified hereon.
5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.
6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.
7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.
8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any vendor. If vendor is outside CA, the County will pay sales tax directly to the State.
9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.
10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.
11. Section 2873 of the California Government code prohibits County from purchasing goods, wares or merchandise manufactured or produced or mined, in whole or in part, by state prisoners in states other than California, except prisoners on probation or parole. Your signature to your bid will be considered certification of full compliance with the Section.
12. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.
13. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.
14. County shall not return bids for change/correction after receipt.
15. Insurance, surety and performance bonds shall be in the amounts set forth hereon.
16. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.
17. Bids must include employer's identification number as assigned by the U.S. Treasury Department.
18. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for 3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.
19. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12200192-2
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COMPANY NAME : <i>McPeck's Dodge</i>	BID DUE: 10/11/11 12:00:00 PM	PAGE 3
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20. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.

21. The purchase, if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.

22. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.

23. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).

24. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.

25. County reserves the right to negotiate price, terms and conditions with the selected vendor.

26. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.

27. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.

28. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.

29. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at county's option, be returned or the bidder may be required to provide complete forms prior to consideration.

30. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.

31. Bidders are reminded to thoroughly review all solicitation documents.

32. Prior to bid award, County reserves the right to request clarification of any bid.

33. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.

34. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website:  
<http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm>.

35. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

36. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

37. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.

38. Bidders/Proposers Adherence to County's Child Support Compliance Program  
Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

## STANDARD TERMS &amp; CONDITIONS

## REQUEST FOR BID

SO NO : RFB-IS-12200192-2

COMPANY NAME :

McPeck's Dodge

BID DUE: 10/11/11 12:00:00 PM

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ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:  
TERMS AND CONDITIONS OF PURCHASE

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.
4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.
5. **PAYMENT TERMS:** Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.
7. **CANCELLATION:** Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.
8. **HAZARDOUS MATERIALS:** Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.
9. **COVENANT AGAINST GRATUITIES:** Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.
- 10.0 **CONFLICT OF INTEREST:**
- 10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.
- 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
11. **GOVERNING LAW AND VENUE:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.
12. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12200192-2	
COMPANY NAME : <i>McPeck's Dodge</i>	BID DUE: 10/11/11 12:00:00 PM	PAGE 5

13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase order amount or One Thousand Dollars (\$1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.

## STANDARD TERMS &amp; CONDITIONS

## REQUEST FOR BID

SO NO : RFB-IS-12200192-2

COMPANY NAME :

McPeck's Dodge

BID DUE: 10/11/11 12:00:00 PM

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24. **INDEPENDENT CONTRACTOR STATUS:** This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. **COUNTY STOCK:** Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. **TAX EXEMPT STATUS:** Tax exempt items shall be clearly listed and identified.

27. **COUNTY LOBBYISTS:** The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. **CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:** Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. **TERMINATION FOR IMPROPER CONSIDERATION:** The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. **SAFELY SURRENDERED BABY LAW:** The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

31. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.

## STANDARD TERMS &amp; CONDITIONS

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32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- A. Original Document
- E. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

OR

Division of Labor Standards Enforcement  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes  No

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VENDOR'S RESPONSIBILITY AND DEBARMENT

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/Contract/sbemain.html>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at:

<http://www.dgs.ca.gov/pd/home.aspx>

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Local Small Business Enterprise Preference Program

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dgs.ca.gov/pd/home.aspx>

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: <http://www.ccr.gov>. Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: McPeck's Dodge

- I AM NOT a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance or the federal CCR as of the date of this proposal/bid submission
- I AM a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.
- I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVen) Vendor Number is: \_\_\_\_\_

My Commercial and Government Entity (CAGE) code is: \_\_\_\_\_

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CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:  
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

Agency name	Minority	Women	Dis- Advantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

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COUNTY OF LOS ANGELES

BIDDER'S ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form "Attestation of Willingness to Consider GAIN/GROW Participant's" attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

\_\_\_\_\_ YES (SUBJECT TO VERIFICATION BY COUNTY)      X \_\_\_\_\_ NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

X \_\_\_\_\_ YES      \_\_\_\_\_ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO  
X \_\_\_\_\_ N/A (Program not available)

Bidder Organization:

McPeck's Dodge of Anaheim

Signature:

[Signature]

Print Name:

Kevin Buzzard

Title:

Fleet Mgr

Date:

10-10-11

Tel. #:

714-254-2613

Fax #:

714-254-2614

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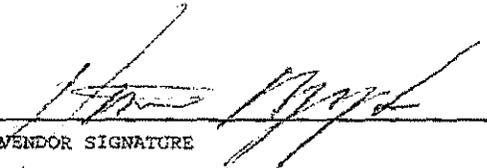
PROHIBITION AGAINST USE OF CHILD LABOR

I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.

  
VENDOR SIGNATURE

10-10-11  
DATE

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LOCKOUT/TAG-OUT PROGRAM FOR MACHINERY OR ELECTRICAL EQUIPMENT

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

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JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1. the lesser number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project.
  
2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
  
3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: McPook's Dodge of AnaheimCompany Address: 1221 3 Auto Center drCity: AnaheimState: CAZip: 92706Telephone Number: 714-635-2340Solicitation for (Type of Goods or Services): New Car & Truck Sales

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

## Part I: Jury Service Program is Not Applicable to My Business

My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

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Part II: Certification of Compliance



My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:

Kevin Buzzard

Title:

Fleet Mgr

Signature :

[Handwritten Signature]

Date :

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PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babvasafela.org](http://www.babvasafela.org) for printing purposes.

CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and 2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federally funded health care program?

NO, Contractor or any of its staff members is not currently barred from participation in any Federally funded health care program.

YES, Contractor or any of its staff members is currently barred from participation in any Federally funded health care program. Describe the particulars in detail below.

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"NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING/BIDDING COMPANY"

The vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit - Proposer's Organization Questionnaire/Affadavit. Failure of the Vendor to provide the information may eliminate its proposal/bid from any further consideration.

RESPONSIBLE DEPARTMENT

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Chief Administrative Office  
Chief Information Office  
County Counsel

DATE ISSUED / SUNSET DATE

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Issue Date: December 13, 2005

Sunset Date: December 13, 2009

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REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

- 1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

McPeck's Dodge of Anaheim  
NAME

CA  
STATE

1962  
YEAR INC.

- 2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

\_\_\_\_\_

- 3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

- 4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

- 5. Please list any other names your firm has done business as within the last five (5) years:

Name	Year of Name Change
_____	_____
_____	_____

- 6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

N/A

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Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement  
Check the appropriate box below:

YES  NO 15 years experience, within the last 47 years

YES  NO Willingness to consider hiring GAIN/GROW participant

YES  NO Complies with the County's Child Support Compliance

YES  NO Certifies intent to comply with County's Jury Service Program

YES  NO Declares intent to comply with County's Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgement and his/her judgment shall be final.

Proposer's Name:  
McPeck's Dodge of Anaheim

Address:  
1271 S Auto Center dr  
Anaheim, CA 92806

E-mail: Kevin@Mcpeckdodge.com Telephone Number: 714-254-2613

Fax number: 714-254-2614

On behalf of McPeck's Dodge (Proposer's name), I Kevin Buzzard (Name of Proposer's authorized representative), certify that the information contain in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

[Signature]  
Signature  
Fleet Mgr  
Title

10-10-11  
Date

95-2119275  
Internal Revenue Service  
Employer Identification Number

121779  
California Business License Number  
County Vendor Number

## STANDARD TERMS &amp; CONDITIONS

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McPeck's Dodge

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## OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m..

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

McPeck's Dodge of Anaheim

Vendor's Company

1221 S Auto Center dr Anaheim CA 92806

Address

City

State &amp; Zip Code

Kevin Buzzard

Printed Name

Signature

Date

10-10-11

## PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.

## STANDARD TERMS &amp; CONDITIONS

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McPeak's Dodge

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Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:

- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received prior to the closing date of the solicitation.

This request must itemize, in appropriate detail, each matter contested and a factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.).

The Purchasing Agent will provide a written response to the requesting Vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.
2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.
4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
6. The Purchasing Agent will respond to all bid protests in a timely manner.
7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.

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Transitional Job Opportunities Preference Program

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.

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**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2. Administration, Chapter 2.206 at <http://ordlink.com/codes/lacounty/index.htm>

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;
- To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.026.E, on any Los Angeles County property tax obligation; and
- The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

Office located in Orange County and does not  
have property in LA County

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME: <i>McPeck's Dodge</i>	
PRINT NAME: <i>Kevin Buzzard</i>	TITLE: <i>Fleet mgr</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>10-10-11</i>

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SUBCONTRACTING

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

BID SUBMITTAL

Bidders shall submit with their bid, the SBE Subcontractor Information Form @ <http://doingbusiness.lacounty.gov/SBESubcontractorInformationForm.PDF>. Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

REPORTING

The Final Report of Subcontracting Form @ <http://doingbusiness.lacounty.gov/FinalReportofSubcontractingForm.PDF> a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon Completion of a Purchase Order, Vendor shall submit the Final Report of Subcontracting and Purchases Form within fifteen (15) working days.

If the award is a one year or more agreement, the Final Report of Subcontracting and Purchases Form shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The Final Report of Subcontracting and Purchases Form shall be submitted to the Office of Small Business at:

Debbie Cabreira-Johnson  
Office of Small Business  
1100 N Eastern Ave 1st Floor  
Los Angeles, CA 90063  
[DCabreira@isd.lacounty.gov](mailto:DCabreira@isd.lacounty.gov)

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**\*\*AMENDMENT 01\*\***  
PLEASE NOTE THE FOLLOWING TO THE SPECIFICATIONS/REQUIREMENTS:  
- BLUETOOTH MUST BE FROM THE ORIGINAL EQUIPMENT MANUFACTURER (OEM).  
- VENDOR MUST COMPLETE PREP PRIOR TO VEHICLES BEING DELIVERED TO LASD. VEHICLES WITH MISSING COMPONENTS WILL NOT BE ACCEPTED AND MAY DELAY THE PROCESSING OF ANY PAYMENT.

ITEMS LISTED HEREIN ARE URGENTLY NEEDED AND CONSIDERATION MAY BE GIVEN TO PROMPT DELIVERY.  
STATE YOUR BEST DELIVERY DATE..... *60-40 ARO*

NOTE: DEPARTMENT MAY ACCPET PARTIAL DELIVERIES IF VENDOR CANNOT DELIVER ALL UNITS WITHIN THE REQUESTED TIME.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (LAST PAGE OF INVITATION FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

QUOTE PRICES EXCLUSIVE OF FEDERAL EXCISE TAX. IF TAX IS NOT APPLICABLE, SO STATE IN YOUR BID.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # *24-133175 00002*  
CERTIFICATE OF REGISTRATION # \_\_\_\_\_

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

QUOTE F.O.B. DELIVERED.  
FREIGHT PREPAID AND ALLOWED  
VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)  
COUNTY: TAKES OWNERSHIP AT DESTINATION

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS SPECIFIED ON AN ITEM, INDICATE IN THE SPACE 'AS SPECIFIED'.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ALTERNATE OFFERS WHEN THE POTENTIAL SAVINGS WILL NOT OFFSET THE COST TO TEST. DETERMINATION OF 'COST TO TEST' WILL BE AT THE SOLE DISCRETION OF THE COUNTY OF LOS ANGELES.

UNLESS OTHERWISE QUALIFIED BY BIDDER, THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE ONE TOTAL AWARD, ONE AWARD EACH SECTION OR A COMBINATION OF AWARDS, WHICHEVER IS IN THE BEST INTEREST OF THE COUNTY.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS  
BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN

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ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT: 3yr/36,000 on Car  
ON PARTS.....5yr/100,000 on Power train  
ON LABOR.....

EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED ON A LOT TOTAL BASIS.

VEHICLE PAYMENT  
UPON DELIVERY OF VEHICLES, VENDOR MUST SUPPLY ONE (1) COPY OF THE ORIGINAL PURCHASE ORDER ALONG WITH ONE (1) COPY OF THE COMPLETED SPECIFICATIONS WITH EACH VEHICLE.  
ALSO, VENDOR MUST SEND THE ORIGINAL COPY OF THE VEHICLE INVOICE TO THE BILLING ADDRESS LISTED ON THE PURCHASE ORDER.  
IF THESE INSTRUCTIONS ARE NOT COMPLETED AS REQUIRED, VENDOR PAYMENT(S) MAY BE DELAYED.

ALL CHARGES, E.G., TRANSPORTATION, PACKING, INSTALLATION, MUST BE INCLUDED IN THE BID. NO CHARGES WILL BE ALLOWED UNLESS SPECIFIED IN THE BID.

DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

SHOW ESTIMATED MILES PER GALLON BASED ON THE LATEST EPA MILEAGE GUIDE- CALIFORNIA.....CITY 18 HWY. 27

STATE MAKE AND MODEL YOU OFFER: 2012 Dodge Charger DELIVERY TO BE MADE VIA FULL MOUNT TRUCK X OR RAIL (CHECK ONE)  
STATE LOCATION OF FACTORY: Brampton Canada  
QUOTE PRICE PER UNIT DELIVERED.....23,200.00 + Title Fee

IN LINE WITH OUR ENERGY CONSERVATION PROGRAM, CONSIDERATION WILL BE GIVEN TO EQUIPMENT THAT USES FUEL OR ENERGY IN THE MOST EFFICIENT MANNER, CONSISTENT WITH THE OPERATIONAL NEEDS OF THE USING DEPARTMENT.

EVALUATION AND AWARD: (FOR VEHICLES UNDER 8000 GVW)  
AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS BASED ON THE LIFE CYCLE COST (L.C.C.) METHOD. THE L.C.C. VALUE WILL BE BASED ON VALUE LESS DISCOUNTS (WHEN APPLICABLE, PLUS SALES TAX PLUS FUEL COST DURING LIFE OF VEHICLE). BIDDER SHALL FURNISH THE MILES PER GALLON (MPG) PER UNITED STATES, ENVIRONMENTAL PROTECTION AGENCY/U.S. DEPARTMENT OF ENERGY DATA AS PUBLISHED IN THE LATEST MILEAGE GUIDE-CALIFORNIA.  
LIFE CYCLE COST (L.C.C.) = VALUE - DISCOUNT+ SALES TAX FUEL COST.  
L.C.C. DETERMINING FACTORS:  
VALUE - PRICE QUOTED BY BIDDER.  
DISCOUNT - CASH OR TRADE DISCOUNTS ALLOWED BY BIDDER  
SALES TAX LOCAL AND STATE  
FUEL COST - TOTAL MILES DRIVEN X COST PER GALLON MPG

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(FUEL COSTS WILL BE TAKEN FROM THE CURRENT L.A. COUNTY CONTRACT)

This solicitation IS NOT for a federally funded purchase. Only Local Small Business Enterprises certified by the Office of Affirmative Action Compliance are eligible for the Local SBE Preference.

PROCUREMENT RATED AS COMPLEX

PRICE SHEET	REQUEST FOR BID SO NO : RFB-IS-12200192-2
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LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	<p>COMMODITY CODE: 070-06-00-0000000</p> <p><b>**AMENDMENT 01**</b> PLEASE NOTE THE FOLLOWING TO THE SPECIFICATIONS/REQUIREMENTS: - BLUETOOTH MUST BE FROM THE ORIGINAL EQUIPMENT MANUFACTURER (OEM). - VENDOR MUST COMPLETE PREP PRIOR TO VEHICLES BEING DELIVERED TO LASD. VEHICLES WITH MISSING COMPONENTS WILL NOT BE ACCEPTED AND MAY DELAY THE PROCESSING OF ANY PAYMENT.</p> <p>VEHICLE - SEDAN, POLICE PURSUIT RATED, REAR WHEEL DRIVE, 3.5 LITERS / V-6 ENGINE, 5-SPEED AUTO, W/ BLUETOOTH - SOLID COLOR(S) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>VEHICLE OFFERED SHALL BE TESTED AND CERTIFIED AS "HIGH SPEED POLICE PACKAGE VEHICLES" AT THE LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM." UNLESS SPECIFIED ELSEWHERE SHIP TO : COMM &amp; FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063</p> <p>COMM AND FLEET MGMT BUREAU</p>	45.00	EA	<del>23,267</del> <sup>00</sup>	<del>1,047,015</del> <sup>00</sup>
2	<p>COMMODITY CODE: 070-06-00-0000000</p> <p>NEW TIRE TAX FEE - (5 TIRES x 45 VEHICLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>VEHICLE OFFERED SHALL BE TESTED AND CERTIFIED AS "HIGH SPEED POLICE PACKAGE VEHICLES" AT THE LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM."</p> <p>REFERENCE: RQN #: 12004826 FA APPROVAL CODE: 12FX87029 FUND: A01 UNIT: 15757 - COMM. &amp; FLEET MGT. BUREAU OBJECT CODE: 6049 (FIXED ASSET) ACTIVITY CODE: PVEH FUNDED BY: CFMB GENERAL FUNDS - CAPITAL ASSETS VEHICLE ASSIGNMENT: VARIOUS UNITS UNLESS SPECIFIED ELSEWHERE SHIP TO : COMM &amp; FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063</p> <p>COMM AND FLEET MGMT BUREAU</p>	225.00	EA	<del>8,150</del> 1.75	<del>393</del> <sup>75</sup>



**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT  
VEHICLE SPECIFICATION SHEET**

VEHICLE TYPE	FULL SIZED, PURSUIT RATED, 4-DOOR SEDAN, V-6, REAR WHEEL DRIVE, SOLID COLOR(S), STREET APPEARANCE
BUDGET PERIOD	FY 11/12
REQUISITION NO.	RQN-SH-12004826
QUOTATION NO.	RFB-IS-12200192-2
SPEC'S PREPARED BY / TELEPHONE NO.	Sergeant Kristi Yeager, CFMB, <a href="mailto:kiveager@lasd.org">kiveager@lasd.org</a> (323) 881-3983
END USER, (DEPT. UNIT) / REPRESENTATIVE	
APPROVED BY (FLEET MANAGER)	Lt. Vance Duffy, CFMB, <a href="mailto:veduffy@lasd.org">veduffy@lasd.org</a> (323) 881-3982
VENDOR NAME	McPeck's Dodge of Anaheim
VENDOR ADDRESS	1221 S Auto Center Dr, Anaheim, CA 92706
VENDOR PHONE #	714-254-2614
VENDOR REPRESENTATIVE	Kevin Buzzard

**SPECIAL INSTRUCTIONS**

The successful vendor must allow the same prices to any additional participating agency that requests it, through the requested model year. Bid prices must be guaranteed for the current model year.

Vehicles shall be of the make, model and mechanically equipped as tested and certified as "High Speed Police Package Vehicles" at the Los Angeles County Sheriff Department's most recent annual "Law Enforcement Vehicle Test and Evaluation Program."

The final delivery date of the completed unit(s) / vehicle(s), may not exceed 60 days from the date the bid is awarded.

## WARRANTY

1. Warranty to be standard manufacturer's warranty as supplied with all vehicles sold by manufacturer.
2. Warranty work will be performed at a dealership in the area in which the vehicle is assigned.
3. WARRANTY PERIOD WILL START ON THE DAY THAT THE VEHICLE IS PUT INTO SERVICE BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, NOT THE DATE OF VEHICLE DELIVERY. DELAYED WARRANTY START NOT TO BE LESS THAN EIGHTEEN MONTHS.
4. Use of other than original equipment parts will not void warranty.
5. Warranty card to be delivered to Sheriff's Fleet Management Unit.
6. All vehicle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of vehicle manufacturer must be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the vehicle is put into service by Sheriff's Department.

## EMISSION STANDARDS

1. Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.
2. Vehicle must comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.

## GENERAL SPECIFICATIONS AND STANDARDS

1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department.
2. The body, finish, and fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.
3. All standard equipment is to be included on the vehicle as listed in the current model year brochure.
4. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder's proposal, and must be approved by the Los Angeles County Sheriff's Department Fleet Manager.
5. All deviation(s) or component change(s) after the bid has been awarded must first be proceeded by notification to the Sheriff's Department Fleet Management Unit and acceptance/approval must be granted by the Sheriff's Department's Fleet Manager or his/her designated representative.
6. Five (5) electronic copies of the *Maintenance Service Manual* and five (5) electronic copies of the electrical wiring diagram manuals must be furnished by the successful bidder(s) within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy of all *Technical Bulletins* pertaining to selected vehicle shall be provided in a timely manner.
7. Bidders shall submit detailed literature of the vehicle they propose to furnish.
8. Failure to submit this information is sufficient cause for rejection of bid.
9. Dealer shall furnish Dealer's Bill of Sale in the name of:  
Los Angeles County Sheriff's Department  
1277 North Eastern Avenue  
Los Angeles, California 90063.
10. Successful bidder shall provide within fifteen (15) days verification of dealer order. Verification is to be forwarded to the Fleet Manager.
11. Dealer to furnish invoice at time of delivery for each vehicle received.
12. Dealer shall furnish a list of all specialized tools and equipment needed for the repair of the vehicle and/or any related components.

## DELIVERY

1. The vehicles delivered to the Los Angeles County Sheriff's Department by the successful bidder will be identical in every detail.
2. Vehicles will have the dealer preparation service work, normally performed by the dealer, completed before delivery.
3. Dealer preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the dealer's name.

Note: Vendor must complete prep prior to vehicles being delivered to LASD. Vehicles with missing components will not be accepted and may delay the processing of any payment.

4. The final delivery date of the complete order of vehicles may not exceed 60 days from the date the bid is awarded.
5. Vehicles, upon delivery, will be ready for service.
6. Delivery site of vehicles to be determined at a later date.
7. Vehicles will be delivered with a full tank of fuel.

## LIQUIDATED DAMAGES

All time limits stated in the Purchase Order are critical and mandatory. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the Los Angeles County Sheriff's Department that:

A delay in delivery would seriously affect the public and the operation of the Los Angeles County; that a reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time, therefore, the County and the successful bidder hereby establish said reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day of delay for each unit as *liquidated damages* and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder or rejection of sub-specification material. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceed the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the Sheriff's Department, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the Sheriff's Department and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the Sheriff's Department may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the Sheriff's Department reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

**BIDDER INSTRUCTIONS**

*Bidders will use box provided at left margin. A check mark therein will be considered by the Sheriff's Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the bidder to right or specification form under "Bidder's Exceptions." Any "equivalent" substitution of specified items or parts, must be with the prior approval of the Sheriff's Fleet Manager.*

VEHICLE		BIDDERS EXCEPTIONS
<input checked="" type="checkbox"/>	Street Appearance, (AEB), Pursuit Rated, "Police Package" V-6 engine.	Per spec
CHASSIS		
<input checked="" type="checkbox"/>	Unitized body/frame.	Per spec
	<u>Layout</u>	
<input checked="" type="checkbox"/>	Front engine.	Per spec
<input checked="" type="checkbox"/>	Rear wheel drive.	
	<u>Wheel base</u>	
<input checked="" type="checkbox"/>	120 inches.	Per spec
	<u>Suspension</u>	
<input checked="" type="checkbox"/>	Four (4) wheel independent.	Per spec
<input checked="" type="checkbox"/>	Performance tuned.	
<input checked="" type="checkbox"/>	Load-leveling, height-control shock absorbers.	

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

CHASSIS (continued)		BIDDERS EXCEPTIONS
<u>Suspension (continued)</u>		
<input checked="" type="checkbox"/>	Front – Independent high arm, short/long arm, with dual ball joint lower, coil spring and stabilizer bar.	Per spec
<input type="checkbox"/>	Rear – Independent 5-link, coil spring and stabilizer bar.	
<u>Steering</u>		
<input checked="" type="checkbox"/>	Power, rack and pinion steering. Power steering should be engineered as to provide maximum road feel and handling.	Per spec
<u>Brakes</u>		
<input checked="" type="checkbox"/>	Power disk brakes with high performance brake pads required on both front and rear.	Per spec
<input checked="" type="checkbox"/>	Vented rotors, fronts - 13.6 X 1.1 inch, rear – 13.8 X 1.0 inch.	
<input checked="" type="checkbox"/>	4-wheel Anti-lock brake system (ABS) with “police performance” electronic stability program which includes brake and all speed traction control.	
<u>Tires and Wheels</u>		
<input checked="" type="checkbox"/>	Four (4) each, radial tires and wheels per vehicle.*	Per spec
<input checked="" type="checkbox"/>	Tire size not smaller than P225/60R18.	
<input checked="" type="checkbox"/>	Tires shall be “V” speed rated.	
<input checked="" type="checkbox"/>	Blackwall tires only, whitewall tires are <i>not acceptable</i> .	

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

CHASSIS (continued)		BIDDERS EXCEPTIONS
<u>Tires and Wheels</u> <input checked="" type="checkbox"/> 18" X 7.5" aluminum wheels. <input checked="" type="checkbox"/> All tires supplied shall be of the make and model as tested and certified during the most recent Los Angeles County Sheriff's Department "Law Enforcement Vehicle Test and Evaluation Program." * "Space Saver" type spare tires <u>is acceptable</u>		Per Spec
DRIVE TRAIN		
<u>Engine</u> <input checked="" type="checkbox"/> Fuel injected, liquid cooled, gasoline. <input checked="" type="checkbox"/> Engine to be 3.5 liter minimum, high output V-6. <input type="checkbox"/> 250 horsepower minimum @ 6400 RPM, on 87 octane gasoline. <input checked="" type="checkbox"/> 250 ft. lb. torque minimum @ 3800 RPM on 87 octane gasoline. <input checked="" type="checkbox"/> Oil filter to be manufacturer's standard. <input checked="" type="checkbox"/> Accessories to be identical on all vehicles delivered.		Per Spec
<u>Engine Cooling System</u> <input checked="" type="checkbox"/> Radiator must be heavy-duty of sufficient capacity to have passed all previous heat tests performed during the most recent Los Angeles County Sheriff's Department "Law Enforcement Vehicle Test and Evaluation Program."		Per Spec

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

DRIVE TRAIN (continued)	BIDDERS EXCEPTIONS
<p><u>Engine Cooling System (continued)</u></p> <p>[ <input checked="" type="checkbox"/> ] Coolant recovery system is required and identical on all vehicles delivered. *</p> <p>[ <input type="checkbox"/> ] All radiator/coolant hoses to be "EPDM" type, two (2) ply pre-formed constructed, to include bypass and heater hose.</p> <p>[ <input checked="" type="checkbox"/> ] Factory installed external engine and transmission oil coolers required.</p> <p align="center">* Recovery system must be factory-installed type. Dealer-installed after market systems <i>will not be acceptable.</i></p>	<p align="center">Per spec</p>
<p><u>Transmission</u></p> <p>[ <input checked="" type="checkbox"/> ] Automatic five (5) speed with overdrive and AutoStick.</p> <p>[ <input checked="" type="checkbox"/> ] Police-specific column/instrument panel mounted shifter.</p>	<p align="center">Per spec</p>
<p><u>Rear Differential</u></p> <p>[ <input checked="" type="checkbox"/> ] 2.87 axle ratio</p>	<p align="center">Per spec</p>
<p><u>Fuel Tank</u></p> <p>[ <input checked="" type="checkbox"/> ] Single tank with a minimum capacity of 19 US gallons.</p> <p>[ <input checked="" type="checkbox"/> ] The fuel capacity and MPG shall be sufficient to provide a minimum cruising range of 300 miles and still allow a 10% reserve. (Rating to be based on, and verified by, the latest Los Angeles County Sheriff's Department "Fuel Efficiency Evaluation Test.")</p>	<p align="center">Per spec</p>

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

ELECTRICAL		BIDDERS EXCEPTIONS
<input checked="" type="checkbox"/>	Battery, 12 volt, negative ground, 800 C.C.A., maintenance free.	<i>Per spec</i>
<input checked="" type="checkbox"/>	Alternator, 160-amp output minimum.	
<input checked="" type="checkbox"/>	Wiring on all vehicles to be identical.	
BODY		
	<u>Exterior</u>	<i>Per spec</i>
<input checked="" type="checkbox"/>	Four-door sedan.	
<input checked="" type="checkbox"/>	Framed door windows required.	
<input checked="" type="checkbox"/>	Factory tinted, solar glass throughout.	
<input checked="" type="checkbox"/>	Full body side moldings, installed on the vehicle.	
<input checked="" type="checkbox"/>	Fog lamps.	
<input checked="" type="checkbox"/>	Vehicle color(s) to be determined after bid is awarded. No premium for clear-coat colors.	
	<u>Interior</u>	<i>Per spec</i>
<input checked="" type="checkbox"/>	Color(s) to be determined after bid is awarded.	
<input checked="" type="checkbox"/>	Insulated headliner.	
<input checked="" type="checkbox"/>	Coat hanger hooks on left and right side	
<input checked="" type="checkbox"/>	Padded dashboard, non reflective.	
<input checked="" type="checkbox"/>	Carpeted floors.	
<input checked="" type="checkbox"/>	Color matching carpeted floor mats.	

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

BODY (continued)	BIDDERS EXCEPTIONS
<p><u>Center Console</u></p> <p><input checked="" type="checkbox"/> Factory "Police Street" appearance center console.</p> <p><input checked="" type="checkbox"/> Delete mini floor console (CM8)</p> <p><input checked="" type="checkbox"/> Questions regarding the center console shall be directed to Lieutenant Vance Duffy, LASD Fleet Manager.</p>	Per Spec
<p><u>Seats</u></p> <p><input checked="" type="checkbox"/> Front: bucket seats.</p> <p><input checked="" type="checkbox"/> Power eight - (8) way driver's seat (seat must include lumbar support).</p> <p><input checked="" type="checkbox"/> Rear: cloth bench seat.</p> <p><input checked="" type="checkbox"/> Heavy-duty, foam rubber in all seats required.</p>	Per Spec
<p><u>Upholstery</u></p> <p><input checked="" type="checkbox"/> Insulated headliner.</p> <p><input checked="" type="checkbox"/> Front and rear seats to be high wear woven cloth.</p>	Per Spec
<p><u>Trunk</u></p> <p><input checked="" type="checkbox"/> Gas tank utilized as floor trunk <i>will not be acceptable.</i></p> <p><input checked="" type="checkbox"/> Deck lid, when opened remotely, must be restrained in order to prevent damage to the hinges.</p> <p><input checked="" type="checkbox"/> Deck lid must remain in the full open position when opening manually.</p> <p><input checked="" type="checkbox"/> Trunk light to be installed and connected to turn on automatically when deck lid is opened.</p>	Per Spec

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

FACTORY INSTALLED ACCESSORIES	BIDDERS EXCEPTIONS
<p><input type="checkbox"/> Driver's and passenger's side front air bags.</p> <p><input type="checkbox"/> Front and rear side curtain airbags.</p> <p><input checked="" type="checkbox"/> Radio, AM/FM with CD player.</p> <p><input checked="" type="checkbox"/> Vehicle must be equipped with OEM "Bluetooth" capability.</p> <p><input type="checkbox"/> Cruise control.</p> <p><input checked="" type="checkbox"/> Air conditioning.</p> <p><input type="checkbox"/> Heater/defroster, integral with air conditioning.</p> <p><input checked="" type="checkbox"/> Electric rear window defogger.</p> <p><input checked="" type="checkbox"/> Electric windows and door locks.</p> <p>Power outside, right and left, rear view door mounted</p> <p><input checked="" type="checkbox"/> non-glare mirrors.</p> <p><input type="checkbox"/> Rearview mirror, inside (day/night type).</p> <p><input checked="" type="checkbox"/> Dual (driver/passenger) front map lamps.</p> <p><input checked="" type="checkbox"/> "Stealth mode" switch for instrument panel.</p> <p>Multiple speed electric windshield wipers with intermittent</p> <p><input checked="" type="checkbox"/> feature.</p> <p>Gauge cluster (speedometer, tachometer, volt, oil pressure,</p> <p><input checked="" type="checkbox"/> water temperature, and fuel.)</p> <p>Speedometer head to indicate speeds to 160 MPH and be accurate +2 MPH at 80 MPH. Certification of speedometer calibration to be furnished.</p>	<p align="center"><i>Per Spec</i></p>

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

FACTORY INSTALLED ACCESSORIES (continued)	BIDDERS EXCEPTIONS
<p><input checked="" type="checkbox"/> 12 volt DC power outlet(s) two (2) in front passenger area, must be operational.</p> <p><input checked="" type="checkbox"/> Ashtray (if any installed) acceptable in front passenger area <u>only</u>.</p> <p><input checked="" type="checkbox"/> Coat Hooks, rear passenger compartment, one on each side.</p>	<p align="center">Per Spec</p>
KEYS AND ENTRY SYSTEM(S)	
<p><input checked="" type="checkbox"/> Vehicles shall have both key and remote keyless entry systems.</p> <p><input checked="" type="checkbox"/> All vehicles shall be keyed identical (Frequency 1).</p> <p><input type="checkbox"/> All vehicles shall be equipped with a single-key locking system, to include; ignition, doors and trunk.</p> <p><input checked="" type="checkbox"/> Each vehicle shall be delivered with a minimum of four (4) keys and four (4) remote fobs. <i>Aluminum keys are not acceptable.</i></p> <p><i>NOTE: The key code will be selected when Purchase Order is awarded.</i></p> <p><i>* After the bid is awarded, the successful bidder shall obtain the designated key code from Hiroshi Aramaki at (323) 267-3016.</i></p> <p><input type="checkbox"/> The hood release shall to be controlled from within the vehicle on the driver's side.</p> <p><input type="checkbox"/> The vehicles shall be equipped with a manufacturer installed electric, remote deck lid (trunk) release system. The release button(s) must be functional only when ignition is on (ignition powered).</p>	<p align="center">Per Spec</p>

**SPECIFICATIONS – PURSUIT RATED, POLICE PACKAGE, FULL-SIZE, 4-DOOR  
SEDAN, V-6 ENGINE, REAR WHEEL DRIVE, UNITIZED  
BODY, SOLID COLOR(S)**

SPECIALITY ITEMS AND INSTRUCTIONS	BIDDERS EXCEPTIONS
[X] Vehicles to be equipped with radio interference suppression package, meeting described specifications.	}
[X] Vehicles to be delivered with a full tank of fuel.	Per Spec
[X] Each vehicle shall be delivered with one seat belt extender.	}
[X] Any manufacturer installed daytime running lights must be inactivated.	}

QUOTE  
 CITY OF LOS ALAMITOS  
 2012 DODGE CHARGER POLICE CAR  
 STREET APPEARANCE  
 V-8 ENGINE  
 BASED OFF L.A COUNTY SHERIFF BID  
 RFB 12200192-2 / P.O SH-12321676-1

1-30-2012

INCLUDES OPTIONS  
 29A DODGE CHARGER POLICE PKG  
 3.6 LITER V-6  
 HD CLOTH BUCKET SEATS W/CLOTH REAR  
 4 KEYS/4 REMOTES  
 POWER SEAT  
 POWER HEATED MIRRORS FOLD AWAY  
 STREET APPEARANCE GROUP  
 CONNECTIVITY GROUP  
 (BLUETOOTH)  
 CAR TO SOLID COLOR

SELLING PRICE	23,267.00
ADD V-8 ENGINE	823.00
SUB TOTAL	24,090.00
SALES TAX 7.75%	1,866.97
CA TIRE TAX	8.75
<b>TOTAL FOR EACH CAR</b>	<b>25,965.72</b>

**NOTES;**

- 1 NEW WARRENTY FOR THE 2012 MODELS ARE  
3YR/36,000 ON THE CAR  
5YR/100,000 ON THE POWER TRAIN**
- 2 IF BALLISTIC DOORS ARE NEEDED PLEASE  
ADD 2,790.00 PLUS TAX TO QUOTE**
- 3 DELIVERY TIME IS 60-120 DAYS ARO**

McPeek's Dodge of Anaheim  
1221 AUTO CENTER DR  
ANAHEIM, CA 9280  
714-254-2613 OFC  
714-254-2614 FAX  
714-264-1867 CELL  
[KEVINB@MCPEEKDODGE.COM](mailto:KEVINB@MCPEEKDODGE.COM)

# City of Los Alamitos

## Agenda Report Discussion Items

March 5, 2012  
Item No: 9A

To: Mayor Troy D. Edgar & Members of the City Council  
From: Angie Avery, City Manager  
Subject: Consideration of Reduction in the Utility Users Tax

**Summary:** During the mid-year budget review on February 21, 2012, several of the Council Members raised the issue of reducing the Utility Users Tax for the 2012-13 Fiscal Year.

**Recommendation:** Consider the Staff recommendation to delay lowering the Utility Users Tax due to flat revenue projections in the major revenue sources projected for Fiscal Year 2012-13.

## Background

At the recent City Council meeting on February 21, 2012, Staff presented the mid-year budget review for Fiscal Year 2011-12. A summary of the review includes the following:

### General Fund Projections for Fiscal Year 2011-12

General fund revenues are expected to come in \$60,870 less than projected budget. General fund expenditures are expected to come in \$100,000 less than projected budget. The general fund projected outcome for Fiscal Year 2011-12 is a surplus of \$25,681.

### General Fund Reserves

The City is fortunate to have been able to increase its reserves over the past couple of years, in spite of the difficult economy. As of June 30, 2011, the General Fund reserves stood at \$7,414,768 and the City of projecting to further increase reserves to \$7,440,449 at the end of this Fiscal Year, representing a 66.1% coverage of reserves to expenditures.

## Discussion

While the projected budget looks healthy to the end of the current Fiscal Year, there are several factors to consider before contemplating reducing a stable source of revenue such as the Utility Users Tax.

Beginning in Fiscal Year 2012-13, personnel expenditures are expected to increase at least 4% or roughly \$270,200 primarily due to previously negotiated contracts with the Police Officers Association and the City Employee Association. While the employee contracts are not the only anticipated source of increased expenditures, they represent the majority of the projected additional costs for next year.

Staff is just starting the budget preparation process for Fiscal Year 2012-13. Undoubtedly there will be other added increases in costs for personnel, maintenance and operations, but those costs have not been identified yet.

On the revenue side of the budget for Fiscal Year 2012-13, there are no identifiable increased sources of revenue to cover the projected increases in expenditures. Council Members noted that the City is projected to end this Fiscal Year \$60,870 short of revenue projections due primarily to a shortfall in the property tax category. For 2012-13, Staff is projecting another year of declining revenues for property taxes at the 0.7% level. This equates to a decline in revenue of over \$200,000. Sales tax, however, is projected to mirror the almost 8% increase that is projected for this Fiscal Year, which partially compensates for the lost in property tax revenue. All other sources of revenue for the City are projected to remain flat for the coming year with the exception of Fines and Forfeitures. The uncertainty of the revenue generated from the Redflex camera program makes a revenue commitment in this category difficult to pin down. In summary, projected general fund revenue for Fiscal Year 2012-13 will be flat at best.

The following chart illustrates the revenue generated by the Utility Users Tax, by category.

Utility Users Taxes	2008-09 Actual	2009-10 Actual	2010-11 Actual	2011-12 Estimated
Electric	1,194,395	1,111,922	1,112,134	1,112,000
Gas	201,275	179,708	179,998	185,000
Telephone	657,924	708,354	639,599	620,000
Water	178,877	178,067	200,280	233,000
Total	2,232,471	2,178,051	2,132,011	2,150,000

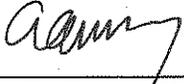
The Utility Users Taxes are the City's third highest source of General Fund operating revenues making up 20% of the City's General Fund Operating Revenue budget. The UUT is a 6% tax, so reducing it by 1% is a 1/6 revenue loss to the City. A 1% across the board reduction would result in a \$358,333 revenue loss.

## Fiscal Impact and Recommendation

Staff has just started the budget process for Fiscal Year 2012-13, and has already identified that previously negotiated contracts with employee groups will increase expenditures. Revenues are projected to not increase at the same level which, at face value, will result in a budget deficit. This potential budget deficit will be further compounded if the UUT is reduced. Staff is preparing several budgeting options for Council consideration, but those options are not fully vetted yet.

It is recommended that the City Council delay any consideration of reducing the Utility Users Tax at this time based on the preliminary budget outlook for fiscal year 2012-13.

Submitted and Approved By:



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Angie Avery, City Manager

*Attachments: None*

# City of Los Alamitos

## Agenda Report Discussion Items

March 5, 2012  
Item No: 9B

**To:** Mayor Troy D. Edgar & Members of the City Council  
**Via:** Angie Avery, City Manager  
**From:** Steven A. Mendoza, Community Development Director  
**Subject:** Adoption of Business and Residential Improvement Program

**Summary:** This report seeks formal adoption of the Los Alamitos Business and Residential Improvement Program first introduced to City Council on February 21, 2012.

### Recommendation:

1. Adopt City Council Resolution No. 2012-03 approving the Los Alamitos Business and Residential Improvement Program; and,
2. Approve Budget appropriation of \$164,906, from the General Fund Reserves to the Community Development Department for implementation of the program for Fiscal Year 2011-2012 and Fiscal Year 2012-2013.

### Background

At the February 21, 2012 meeting, Council considered the Los Alamitos Business and Residential Improvement Program which was requested during the January 17, 2012 meeting.

This program reimburses building, planning, and driveway permit fees equal to the dollars spent locally on construction related materials. For example, a residential homeowner pays for a \$2,500 permit for a home improvement. The resident pays for and obtains the permit upfront prior to the start of construction. During construction he pays for \$1,795 worth of materials at Ganahl Lumber, \$250 worth of goods at McNally Lighting, and \$95 worth of materials at South Coast Supply. The homeowner totals the receipts from local business for the home improvement project (total = \$2,140), presents the receipts and proper forms to the City, and is reimbursed the \$2,140.

Reimbursing fees will stimulate construction by reducing the cost of the construction project. Monies saved on permit fees can be redirected into property improvements and thereby increase properties values, improve neighborhoods, and beautify commercial

storefronts. Increasing sales at local retailers increases sales tax revenues within Los Alamitos which funds necessary services. A customer-friendly process has been developed for program implementation wherein:

1. A permit is issued.
2. Funds are reserved.
3. Work is completed and inspected.
4. Receipts from local businesses are verified.
5. A reimbursement check is issued by Finance Department.

There are several pertinent points that are subject to approval. The following points will be built-in into the Program Guidelines of the Los Alamitos Business and Residential Improvement Program, unless otherwise directed by Council:

1. A start date of March 15, 2012, ending March 14, 2013.
2. A funding level of \$162,096 in reimbursements and \$2,810 for marketing.
3. Establishes a \$3,500 reimbursement limit per property.
4. Program operated on a first come, first serve basis.
5. Reimbursements must be requested and supporting documentation submitted within 18 months of permit issuance.
6. Improvements are to be inspected and in compliance with City Codes.
7. Reimbursed fees only apply to City fees. School fees, utility fees, sanitation fees, and other State fees shall not be eligible for reimbursement.
8. Fees for preconstruction work such as engineering, soils testing, architect services, and surveying are not eligible.
9. City Staff and elected officials are not eligible.
10. Unused revenues shall be transferred into the City's General Fund Reserve.
11. Program Administration is the responsibility of the Community Development Director and is appealable to the City Manager.

A marketing program has also been developed that would promote the program through the use of various media as described in the following table.

Strategy	Cost
City's website	no cost
Email to databases from the Los Alamitos Chamber of Commerce, Los Alamitos Recreation & Community Services Department, the Los Alamitos Police Department	no cost
Social media	no cost
Los Alamitos Activities Guide ad	no cost
Program brochure mailing to residents	Printing \$ 450
	Postage \$ 815
Letter from the Mayor including program brochure to businesses and apartment or multi-complex owners/managers (1,400).	\$ 630
LATV ad	no cost

News Enterprise ads and press releases	\$ 350
Posters in businesses	\$ 215
Street Banners (three locations)	\$ 300
Banner at City Hall counter (where permits are sold)	\$ 50
<b>Total \$ 2,810</b>	

These publications and advertisements will be distributed heavily in the promotional kick-off period and throughout the term of the program to create awareness on a continual basis.

## Discussion

The discussion regarding the program brought about various questions which staff has addressed below.

**Issue 1: Architect costs/receipts should be an approvable reimbursable.**

Response: Architect fees, although a pre-construction costs, is a service and would not generate retail sales tax in the same way as flooring, hardware, lumber or water heaters. Additionally, architecture fees are incurred prior to permit issuance. Therefore, staff recommends the fees not be included in the program.

**Issue 2: Track receipts for sales.**

Response: Staff will incorporate a tracking worksheet into the project spreadsheet to track all receipts by various retailers.

**Issue 3: Unused program funds should go back into the General Fund reserves.**

Response: Staff has incorporated this into the program rules and regulations.

**Issue 4: Sales tax generated from program should go back into the program fund for future years.**

Response: The sales tax generated from the program will be tracked as part of the program monitoring. Revenues generated from the program will be subject to future Council budgeting efforts.

**Issue 5: An appeals process should be incorporated.**

Response: Staff has incorporated an appeals section into the Program Guidelines which allows for submittal of an appeal to the City Manager for review at no cost to the applicant.

**Issue 6: Program should incorporate a penalty of perjury clause in the application.**

Response: Staff has amended the program application inserting an Owner Certification statement for applicants to verify that all the information is

true and correct.

**Issue 7: Establishment of program term.**

Response: The initial term of the program will be one year. Applicants who reserve funds have 18 months to complete the permitted projects.

**Issue 8: Establishment of a start date.**

Response: The program shall begin March 15, 2012 and last one for year.

**Issue 9: A maximum should be established on the program.**

Response: A maximum of \$3,500 per property has been incorporated into the Program Guidelines. An overall initial funding maximum of \$162,096 for reimbursements and \$2,810 for marketing has been incorporated.

**Issue 10: City Council Ad Hoc Committee should review the Program.**

Response: Staff has made every effort to incorporate safety measures within the program with the incorporation of "Owner Certification" and appeals process. Additionally, staff held a focus group during program development that included the City Manager, Community Development Director, Recreation Director, City Engineer, Building Official and the current President of the Chamber of Commerce. The focus group was beneficial in incorporating necessary safeguards into the program and developing a marketing program.

The abovementioned issues have been incorporated into the Program Guidelines by adding various sections including: program funding, program revenues, program administration, and program appeals. The language is as follows:

***Program Funding***

*Program funding shall be limited to \$162,096 for reimbursements and \$2,810 for marketing. Additional funding or program expansion shall be subject to action by the City Council.*

***Program Revenues***

*Unused program revenues shall be transferred into the City's General Fund reserve and shall not be permitted to be used for General Fund expenditures outside this program.*

***Program Administration***

*The Director of Community Development will administer the Program. The applicant must submit an application to the Community Development Department. A representative from the Community Development Department will review the application and all supporting documentation.*

## **Program Appeals**

*Should the application or submitted receipts be rejected by the City or the applicant has a desire to appeal program administration, a letter of appeal and supporting documentation must be sent to the Director of Community Development within ten (10) days of the denial with said letter stating the reason for the appeal. The letter of appeal and supporting documents will then be forwarded to the City Manager for review and decision. Appeals shall be at no cost to the applicant.*

Since the February 21, 2011 introduction, staff has received positive feedback regarding the program from Los Alamitos residents, businesses, and even a Rossmoor resident.

## **Fiscal Impact**

Based upon the historical revenue, combined with a projected increase due to this incentive, staff recommends funding all three categories at 125% of the previous year's permit levels which totals \$162,096 ( $\$129,677 \times 125\% = 162,096$ ). An additional \$2,810 is needed for marketing. The impact to the City's budget would be a budget amendment transferring \$164,906 from the City's General Fund Reserve to the City's General Fund for Operating Costs. The City's General Fund has an available fund balance of \$4.1 million in unassigned, unrestricted funds.

Submitted By:



Steven A. Mendoza  
Community Development Director

Approved By:



Angie Avery  
City Manager

Attachment: 1. Resolution No. 2012-03

**RESOLUTION NO. 2012-03**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING THE BUSINESS AND RESIDENTIAL IMPROVEMENT PROGRAM**

**WHEREAS**, on January 17, 2012, the Los Alamitos City Council expressed an interest in encouraging property improvements, reducing fees, and stimulating the Los Alamitos economy; and,

**WHEREAS**, recent economic forecasts demonstrate that the Orange County construction industry is in need of a boost; and,

**WHEREAS**, the Orange County unemployment rate remains high at 7.8%; and,

**WHEREAS**, median Orange County home prices are at 2003 levels (\$400,000) and Los Alamitos assessed valuation is down by 1%; and,

**WHEREAS**, the construction industry, consisting of firms engaged in the construction of residential and non-residential buildings, is an important part of the Los Alamitos economy as are the suppliers; and,

**WHEREAS**, the City's General Fund is aided when the tax base is strengthened as local businesses are the core of the City's tax base; and,

**WHEREAS**, the Business and Residential Improvement Program (herein referred to as "Program") is proposed to reimburse Building Permits, Planning Fees, and Driveway Permit Fees; and,

**WHEREAS**, Council finds that the implementation of the Program as described in Exhibit A, attached thereto and incorporated herein, can provide a significant public benefit such as improved properties, increased property taxes and increase local retail sales enhancing the quality of life for residents and property owners within the Los Alamitos city limits.

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

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

SECTION 2. The City Council of the City of Los Alamitos hereby adopts The Business and Residential Improvement Program and authorizes funding in the amount of \$164,906.00 to be transferred from the City's General Fund reserve.

SECTION 3. That the program is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301(a) as the alterations to existing facilities would not have a significant physical effect on the environment.

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

**PASSED, APPROVED, AND ADOPTED** this 5<sup>th</sup> day of March, 2012.

\_\_\_\_\_  
Troy D. Edgar, Mayor

ATTEST:

\_\_\_\_\_  
Angie Avery, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 5<sup>th</sup> day of March, 2012, by the following vote, to wit:

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

\_\_\_\_\_  
Angie Avery, City Clerk



## PROGRAM GUIDELINES

The Los Alamitos Business & Residential Improvement Program is a reimbursement of building permit fees, planning permit fees, and driveway permit fees to be reimbursed upon completion of the construction project. The reimbursement shall be equal to the property improvement sales receipts from business within the Los Alamitos city boundaries.

These funds are not required to be repaid by the business owner or resident. This is not a loan, nor is this a grant. By reimbursing fees, eligible participants can further invest in their actual improvements. The reimbursement will reduce the cost of doing business by reducing the costs of construction. Reimbursements will be reimbursed at 100% when supported by receipts from Los Alamitos businesses for improvement related materials.

### Program Objectives

- Reinvest in the local economy.
- Incentivize and encourage property improvements.
- Reduce the cost of construction.
- Encourage local purchasing at our local construction related businesses.
- Maximize the number of recipients by limiting each property to \$3,500 per year.
- Incentivize local businesses, which will in turn increase tax revenues.

### Buy Local

The Los Alamitos Business & Residential Improvement Program has been designed to encourage participants to purchase their construction related supplies or materials at many local businesses such as Ganahl Lumber, South Coast Supply, Win Dor, McNally Lighting, and Sunrise Glass. A list of such businesses will be presented upon permit issuance. All local business providing construction related supplies or materials are welcome and invited to participate by requesting that their names be included on the list.

### Eligible Participants

Improvements shall be made on properties within the City of Los Alamitos. The reimbursement applicant shall be either a homeowner, apartment owner, or a business owner. The contractor may represent the homeowner or business owner, but signature of homeowner or business owner shall be required. All payments shall be remitted to the Los Alamitos homeowner, apartment owner, or business owner.

- All properties are to be located within the City of Los Alamitos.
- Contractors are not eligible for the reimbursement. Eligible participants include the homeowner, apartment owner, or commercial property owner or business owner.
- City staff and elected officials are not eligible.
- Fees paid to outside agencies (school fees, sewer fees, green fees, and sanitation fees are not eligible).
- Project improvements started prior to program approval will not be eligible.
- There must be a nexus between the permitted work and the receipts provided for local purchases.
- Properties within Rossmoor are not eligible for this program.
- The amount of reimbursement shall not exceed amount or receipts for goods purchased in Los Alamitos related to the improvements.

## **Eligible Properties**

The Los Alamitos Business & Residential Improvement Program is intended to reduce the fees for improvements to existing Los Alamitos properties. There are three categories of eligible properties:

- Single Family Residential – all Los Alamitos homes, condominiums, and townhomes.
- Multi-Family Residential – all Los Alamitos apartment buildings within three neighborhoods of Old Town East, Old Town West, and Apartment Row (including Mobile Homes).
- Commercial/Industrial – all commercial buildings, retail store fronts, industrial buildings, and office buildings within city limits.

If a tenant occupied business requests assistance through the Los Alamitos Business & Residential Improvement Program, the legal property owner of the building must agree to the improvements. Each participating business must have a current, valid business license issued by the City of Los Alamitos. Additionally, businesses may not have any outstanding code enforcement violations on their properties or the permit must relate to curing those violations.

## **Eligible Improvements**

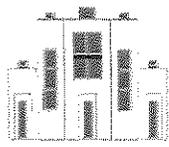
Fees related to improving properties are eligible, specifically building permit fees, planning related fees, and driveway permit fees obtained in the Engineering Department. Applicants will be responsible for selecting a contractor, acquiring all required City permits, maintaining high construction standards, and adhering to all City procedures. The following provides guidance on eligible improvements, but is not exhaustive:

### **Single Family Residential**

- Roofing
- Interior remodeling
- Room additions
- New windows
- Installation of solar panels
- Water heater replacement
- Pools, pool equipment and patios and fencing
- Energy saving upgrades
- Code related repairs

### **Multi-Family Residential**

- Roofing
- Interior remodeling
- Room additions
- New windows
- Installation of solar panels
- Water heater replacement
- Pools, pool equipment
- Energy saving upgrades
- Code related repairs



# BUILDING A GREATER LOS AL

*Business & Residential Improvement Program*



## Mobile Home Park

- Installation of new coach
- Roofing
- Carport installation or patio cover
- Energy saving upgrades

## Commercial/Industrial

- Roofing
- Installation of new equipment
- Seismic retrofit
- Tenant improvements to existing buildings
- Façade improvements
- HVAC
- Electrical
- Plumbing
- Energy saving upgrades
- Sign installation or replacement
- Code related repairs

## Reimbursement Amounts and Conditions

The City of Los Alamitos may provide a permit fee reimbursement to residential property owners, individual businesses, and commercial/industrial property owners not to exceed \$3,500. To reserve reimbursement funds, applicant shall submit an application upon issuance of permit. All permit related improvements shall be completed before reimbursement is issued. Reimbursements must be requested and supporting documentations submitted within 18 months of permit issuance. Reimbursed fees only apply to City fees. School fees, utility fees, sanitation fees, and other State fees shall not be eligible for reimbursement. Fees for preconstruction work such as engineering, soils testing, architect services and surveying are not eligible.

## Program Expiration

The Business and Residential Improvement Program shall expire one year from implementation. The program will be operated on a first come, first serve basis. Once the allocated funding has been exhausted, the program will cease.

## *Program Funding*

*Program funding shall be limited to \$162,096 for reimbursements and \$2,810 for marketing. Additional funding or program expansion shall be subject to action by the City Council.*

## *Program Revenues*

*Unused program revenues shall be transferred into the City's General Fund Reserve and shall not be permitted to be used for General Fund expenditures outside this program.*

### ***Program Administration***

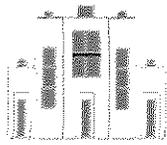
*The Director of Community Development will administer the Program. The applicant must submit an application to the Community Development Department. A representative from the Community Development Department will review the application and all supporting documentation.*

### ***Program Appeals***

*Should the application or submitted receipts be rejected by the City and the applicant has a desire to appeal program administration, a letter of appeal and supporting documentation must be sent to the Director of Community Development within ten (10) days of the denial with said letter stating the reason for the appeal. The letter of appeal and supporting documents will then be forwarded to the City Manager for review and decision. Appeals shall be at no cost to the applicant.*

## **PROGRAM PROCEDURES**

<b>Step 1:</b>	The program is explained to the applicant by Community Development Staff. The initial contact should determine if the proposed property and proposed construction activities are within the program guidelines.
<b>Step 2:</b>	Program guidelines will be reviewed. The application and guidelines will be provided to the party who pays the fees at time of issuance.
<b>Step 3:</b>	Homeowner or contractor pulls the proper permits and pays the appropriate fees. City Staff will reserve funds equal to the eligible permit fees under the homeowner/business owner's name until the work is completed.
<b>Step 4:</b>	Applicant is provided a list of construction related businesses.
<b>Step 5:</b>	Applicant begins permit related improvements.
<b>Step 6:</b>	Applicant purchases materials related to the improvements at Los Alamitos businesses.
<b>Step 7</b>	Applicant completes the application form and returns it to the Community Development Staff with receipts not to exceed the permit amount. If the applicant is not the property owner, documentation will be required proving the applicant has the authorization of the property owner to complete the application.
<b>Step 8</b>	Reimbursements will be made after improvements are completed and the permit has received final signature by the Planning Staff and the Chief Building Official. Receipt of the reimbursement is subject to an inspection by City Staff and the submission of complete documentation of permitting fees supported by receipts from local businesses.
<b>Step 9</b>	The application is reviewed by the Community Development Department Staff to assure that the receipts qualify under program guidelines. If approved, Staff requests a check from the City's Finance Department.
<b>Step 10</b>	Check is to be mailed to homeowner/business operator.



# BUILDING A GREATER LOS AL

*Business & Residential Improvement Program*



## PROGRAM APPLICATION



### CITY OF LOS ALAMITOS BUILDING/PLANNING FEE REBATE APPLICATION

Community Development Department  
3181 Katella Ave., Los Alamitos, CA 90720-5600  
Phone: (562) 431-3538 Fax: (562) 493-0678

**FOR OFFICE USE ONLY**

REBATE # \_\_\_\_\_

Received on \_\_\_\_\_

REFUND DATE \_\_\_\_\_

AMOUNT  
\$ \_\_\_\_\_

### APPLICANT

Owner/Applicant: \_\_\_\_\_

Address where improvements made: \_\_\_\_\_

Applicant's Mailing Address (if different than above): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### ELIGIBILITY VERIFICATION

I certify that (check all that apply):

- I am the owner, or business owner of \_\_\_\_\_, and have made improvements to the stated property
- The property improvements were made, are complete, and have received a final inspection from the City
- Attached, are appropriate receipts for the Los Alamitos businesses where I purchased materials
- I have attached the permits to be refunded

Describe the project

\_\_\_\_\_  
\_\_\_\_\_

Building Permit Number(s) \_\_\_\_\_

What was the total cost of City Building/Planning fees charged by the City? \$ \_\_\_\_\_

How much did you spend on Project Materials at businesses in the City of Los Alamitos? \$ \_\_\_\_\_

*Owner Certification: I/We certify under penalty of perjury that I have personal knowledge of the facts stated, that all of the information is true and complete and that I/We made no misrepresentations in the application, receipts or other documents, nor did I/We omit any pertinent information.*

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

*Please submit this completed form and documentation to the Community Development Department. If you have any questions or concerns, please feel free to contact us at (562) 431-3538, ext. 301*

# City of Los Alamitos

## Agenda Report Discussion Items

March 5, 2012  
Item No: 9C

To: Mayor Troy D. Edgar & Members of the City Council  
Via: Angie Avery, City Manager  
From: Steven A. Mendoza, Community Development Director  
Subject: Developer Initiated Ballot Measure in the City of Cypress

**Summary:** This report provides an update on a proposed ballot initiative that could lead to a new development on Katella Avenue, east of Enterprise Drive in the City of Cypress.

**Recommendation:** Receive and file.

## Background

At a recent meeting the City Council requested an update on a potential June ballot initiative in the City of Cypress. If approved, the ballot initiative could lead to the development of a 33 acre site adjacent to Los Alamitos' eastern border. This site is east of Enterprise Drive and north of Katella Avenue.

The purpose of this developer driven ballot initiative is to seek relief from land use restrictions instituted by Measure D in 1987. Measure D requires a vote of Cypress residents to add additional uses and development standards within Public and Semi-public (PS) zoned areas within the City of Cypress. Properties currently zoned PS include this property as well as Cypress College, Forest Lawn Memorial Park, and public schools.

## Discussion

The advocate for the ballot measure is Continuing Life Communities. Continuing Life Communities develops and operates four retirement communities in California. Its development includes an assortment of single-story villas and apartment homes, a full array of services and amenities, and access to on-site assisted living, skilled nursing, and Alzheimer's care if needed. The closest similar development is Morningside in Fullerton, California. Morningside is located at Bastunchury Road and Brea Boulevard. They have additional locations in La Costa, Thousand Oaks and Pleasanton.

The County of Orange has confirmed the initiative has received enough signatures for the June 2012 ballot where Cypress residents will vote on the amendment to Cypress' Measure D. If approved by Cypress voters, Continuing Life Communities would then file an application with the City of Cypress for consideration of its 33 acre development.

The land use breakdown for Continuing Life Communities will utilize 23 acres for housing; 3.8 acres for health center; and, 6.5 acres for office park, as represented on the attached site plan.

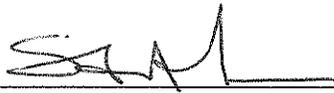
As this issue evolves, staff will provide updates regarding the impact to Los Alamitos.

### **Fiscal Impact**

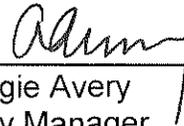
None.

Submitted By:

Approved By:

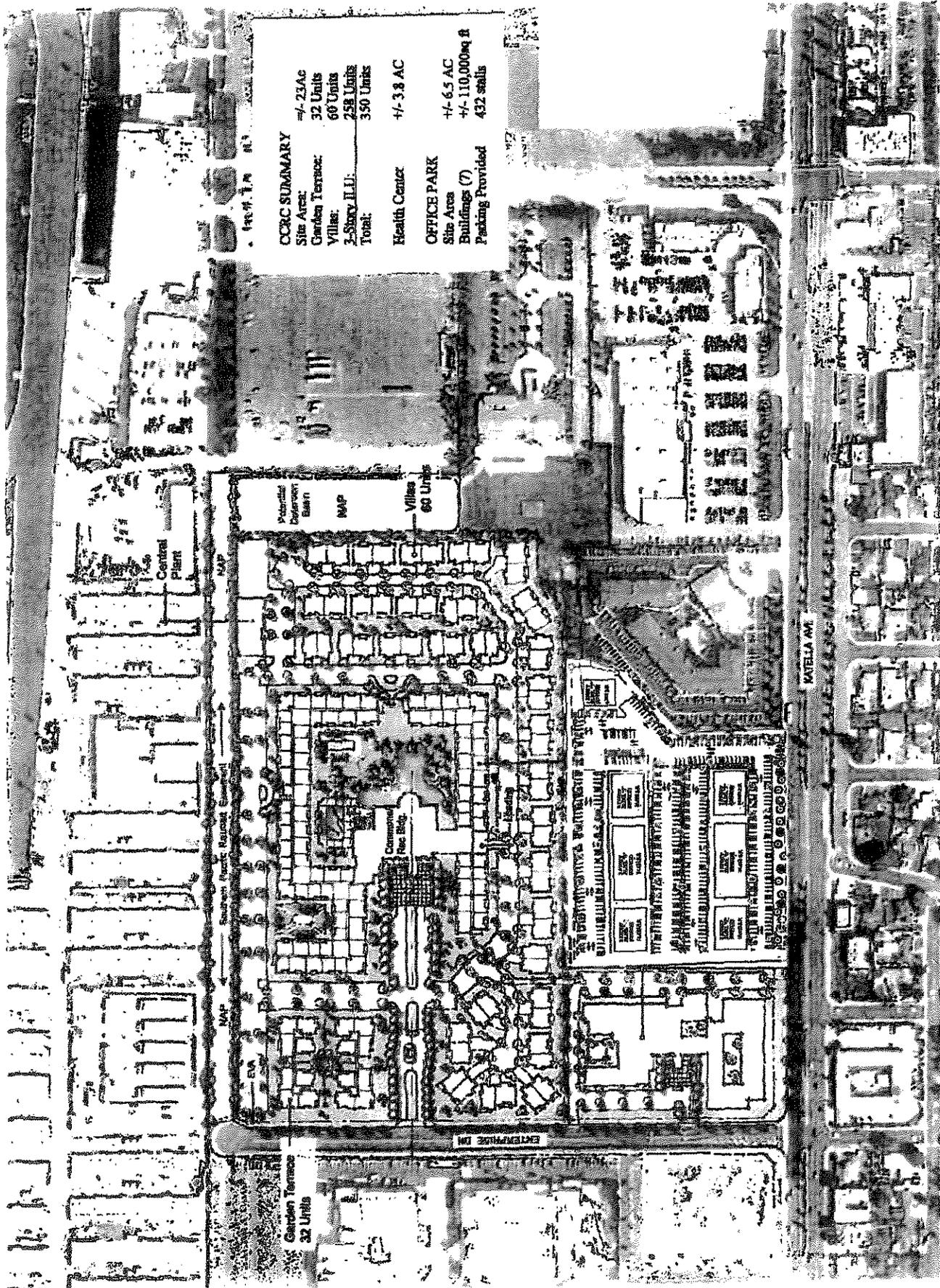


Steven A. Mendoza  
Community Development Director



Angie Avery  
City Manager

*Attachment: 1. Site Plan*



Continuing Life Communities / Office Park

# City of Los Alamitos

## Agenda Report Discussion Items

March 5, 2012  
Item No: 9D

**To:** Mayor Troy D. Edgar & Members of the City Council

**From:** Angie Avery, City Manager  
Sandra Levin, City Attorney

**Subject:** Consideration of Withdrawal of Prosecution of Alleged Brown Act Violations and Cessation of Hostilities

**Summary:** Council discussion regarding setting aside disputes over the Brown Act and re-focusing on City business.

**Recommendation:** Staff recommends that the City Council discuss and provide direction regarding the possibility of withdrawing all threatened, pending action regarding alleged Brown Act violations.

## Background and Discussion

At the February 21, 2012 City Council meeting, the Council determined that it would be in the best interests of the community if all involved could set aside their disputes over the Brown Act and re-focus on advancing shared goals and objectives for the City. Staff concurs.

The pending Brown Act matters are:

1. Request for prosecution of member Kusumoto;
2. Demand for a cure by Roger Ho (on behalf of member Kusumoto);
3. Demand for a cure by Jodie Shloss;
4. Allegations of violations by J. M. Ivler.

Of course, only matters 1 and 2 are within the City Council's control. Although there can be no guaranties that future allegations will not be made, attempting a "truce" with regard to these matters and taking a risk as to future conduct may be considered a good faith investment in the health and welfare of the community.

## Fiscal Impact

None.

Submitted and Approved By:

  
\_\_\_\_\_  
Angie Avery, City Manager

Attachments: None