

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING MONDAY, FEBRUARY 6, 2012 – 7:00 P.M.

NOTICE TO THE PUBLIC

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

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

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
Council Member Graham-Mejia
Council Member Kusumoto
Council Member Stephens
Mayor Pro Tem Poe
Mayor Edgar
3. **PLEDGE OF ALLEGIANCE** Mayor Edgar
4. **INVOCATION** Council Member Stephens

5. PRESENTATIONS

A. Presentation of Commendation to Meg Cutuli, President of the Los Alamitos Unified School District Board President, for Career and Technical Education Month

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

February 6, 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 – January 17, 2012
- 2. Approve Minutes of the Regular Meeting – January 17, 2012
- 3. Approve Minutes of the Special Meeting – January 23, 2012

B. Warrants (Finance)

February 6, 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 \$15,000.00 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

D. Race on the Base Equipment Rental (Recreation)

This item is to authorize the City Manager to rent equipment for the Race on the Base. The Race on the Base event requires additional equipment from external vendors due to limited existing City resources. This item has been placed on the agenda because the cost of the rental exceeds the purchasing limit of the City Manager. Race registration revenue offsets the cost of the equipment rental so there is no impact to the General Fund.

Recommendation: Authorize the City Manager to rent equipment from Big Top Rentals for the 2012 Race on the Base in an amount not to exceed \$20,000 and to execute a contract in a form to be approved by the City Attorney.

E. Amendment to Justice Assistance Grant MOU (Police)

In 2009, the City of Los Alamitos received \$10,784 in federal funding from the Recovery Act Edward Byrne Memorial Justice Assistance Grant Program (JAG). Although the City of Los Alamitos expended its funding, some Orange County cities did not; therefore, the County of Orange is requesting all grant participants sign an amended Memorandum of Understanding authorizing the remaining funds be redirected to the Orange County Pro-Active Methamphetamine Laboratory Investigation Team.

Recommendation: Authorize the Mayor to execute the Amendment to the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (ARRA JAG) Memorandum of Understanding.

- F. Consideration of Agreement for Deputy City Clerk Services (Admin)**
The City Clerk position became vacant effective August 12, 2011. Between mid-August and January 2012, staff explored several options with the City Council regarding the best way to move forward with the City Clerk position in light of the fact that there will be an election this year. The City Council appointed the City Manager as Interim City Clerk pending further action. The City Council interviewed a number of candidates for the City Clerk position, but was not able to identify a viable full-time clerk candidate willing to take the position at its current salary range. Staff is recommending the City enter into a contract for temporary Deputy City Clerk services, and continue to receive support from Department Secretary, Windy Quintanar, to accomplish the Clerk functions. Staff is recommending the City Council authorize the City Manager to execute an agreement with Intellibridge Partners for Deputy City Clerk services for approximately 20 hours per week through December 2012, or a future date to be mutually agreed upon.

Recommendation: Authorize the City Manager to execute the agreement with Intellibridge Partners for Deputy City Clerk services.

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

9. DISCUSSION ITEMS

- A. Council Update Regarding Issues in Neighboring Seal Beach
(Community Development)**

This report provides an update to the City Council regarding development related activities in the City of Seal Beach.

Recommendation: Review and discuss.

- B. Consideration of Options Regarding Award of Waste Hauling Franchise and Consideration of City Council Ordinance 12-01 Amending Sections 2.60.130 and 8.12.015 of the Los Alamitos Municipal Code, Adding Section 2.60.140 Related to the Award of Services Contracts and Awarding Franchise Agreements for Solid Waste Collection Services (Administration)**

A trial judge ruled that the City's current waste franchise was void, but could remain in place for a reasonable period of time until the City Council could take action to provide for future waste hauling services. That decision has been stayed due to the filing of an appeal. The City began the process of amending its ordinances and considering options for the

future provision of waste hauling services within the City by directing staff to bring back options for consideration this evening. However, the City paused its efforts to pursue settlement discussions to try to amicably resolve the pending disputes. Settlement discussions have not proven fruitful to date and staff now recommends providing direction or taking action with regard to amending the Code and clarifying the City's position regarding its waste franchise.

Recommendation:

1. Discuss and consider options for clarifying the Municipal Code, providing for a current waste franchise, and establishing a procedure for future franchise awards; and/or,
2. Select an option or options for action, or direct staff to return with additional information or options; and/or,
3. Introduce by title only and waive further reading of Ordinance No. 12-01, and set for second reading; and,
4. Mayor Edgar read the title of 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."

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/Agency finds, based on advice from legal counsel, that discussion in Open Session will prejudice the position of the local agency in the litigation.

INITIATION OF LITIGATION: (G.C. 54956.9(c)) One Case
(adv. Council Member Kusumoto)

13. **ADJOURNMENT**

The next meeting of the City Council is scheduled for **TUESDAY, February 21, 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

2/2/12

Date

5. PRESENTATIONS

- A. Presentation of Commendation to Meg Cutuli, President of the Los Alamitos Unified School District Board President, for Career and Technical Education Month**

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.

CITY OF LOS ALAMITOS
Register of Major Expenditures
February 6, 2012

Pages:

01-03	\$ 289,083.34	Major Warrants	02/06/2012
	\$ 168,687.98	Payroll	01/20/2012
	\$ 151,575.68	Payroll Benefits	01/20/2012

Total \$ 609,347.00

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 1st day of February, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE BANK OF NEW YORK MELLON TRUST CO.	INTEREST PAYABLE	LAUREL PARK DEBT S	NON-DEPARTMENTAL	72,772.52
			TOTAL:	72,772.52
CITY OF CYPRESS	WEST COMM JPA - FY 11/12	GENERAL FUND	COMMUNICATIONS TECHNOL	124,711.50
			TOTAL:	124,711.50
COLANTUONO & LEVIN, PC	TRASH LITIGATION	GENERAL FUND	NON-DEPARTMENTAL	11,108.75
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	810.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	69.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	448.50
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	2,621.16
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	46.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	11,661.50
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	1,476.00
			TOTAL:	28,240.91
COUNTY OF ORANGE TREASURER-TAX	COMM CHARGES 3Q FY 11/12	GENERAL FUND	COMMUNICATIONS TECHNOL	2,937.00
	COMM CHARGES 2Q FY 11/12	GENERAL FUND	COMMUNICATIONS TECHNOL	1,399.67
	NPDES - FY 11/12	GENERAL FUND	NPDES	13,335.60
			TOTAL:	17,672.27
REDFLEX TRAFFIC SYSTEMS, INC.	DEC 11 PHOTO ENFORCEMENT	GENERAL FUND	TRAFFIC	13,500.00
	AT&T INTERSECT COMM	GENERAL FUND	TRAFFIC	65.00
			TOTAL:	13,565.00
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	14,000.62
	SLO-PITCH FLD/LAUREL PRK	GENERAL FUND	PARK MAINTENANCE	695.67
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	165.38
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	15.72
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	285.70
	CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	639.02
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	1,297.39
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,557.62
			TOTAL:	18,657.12
U.S. BANK	POOL HEATER	GENERAL FUND	NON-DEPARTMENTAL	459.53
	POOL HEATER	GENERAL FUND	NON-DEPARTMENTAL	17.38
	RETURN - POOL HEATER	GENERAL FUND	NON-DEPARTMENTAL	205.93
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	51.78
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	71.58
	COMMISSION HOLIDAY DINNER	GENERAL FUND	CITY COUNCIL	121.90
	COMMISSION HOLIDAY DINNER	GENERAL FUND	CITY COUNCIL	13.25
	COMMISSION HOLIDAY DINNER	GENERAL FUND	CITY COUNCIL	240.76
	COMMISSION HOLIDAY DINNER	GENERAL FUND	CITY COUNCIL	1,840.05
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	GAVEL PLAQUE	GENERAL FUND	CITY COUNCIL	19.50
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	COMMISSION HOLIDAY DINNER	GENERAL FUND	CITY COUNCIL	393.02
	COMMISSION HOLIDAY DINNER	GENERAL FUND	CITY COUNCIL	200.00
	POST TRAINING	GENERAL FUND	POLICE ADMINISTRATION	472.00
	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	385.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	626.49
	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	46.97

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	452.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	103.17
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	344.02
	ARSENAL	GENERAL FUND	PATROL	360.00
	ENTERSECT ONLINE	GENERAL FUND	INVESTIGATION	79.00
	SUPPLIES	GENERAL FUND	RECORDS	14.95
	SUPPLIES	GENERAL FUND	RECORDS	46.76
	SUPPLIES	GENERAL FUND	RECORDS	45.50
	SUPPLIES	GENERAL FUND	RECORDS	19.36
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	14.95
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	12.95
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	19.33
	OFFICE SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	15.66
	SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	122.84
	PLUMBING PARTS	GENERAL FUND	BUILDING MAINTENANCE	110.06
	DEPT. SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	10.71
	DEPT. SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	74.70
	AQUATIC SUPPLIES	GENERAL FUND	AQUATICS	152.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	220.37
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	13.56
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	15.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	8.18
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	4.99
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	54.28
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	13.61
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	240.72
	SPORTS SUPPLIES	GENERAL FUND	SPORTS	14.13
	SPORTS SUPPLIES	GENERAL FUND	SPORTS	8.73
	SPORTS SUPPLIES	GENERAL FUND	SPORTS	21.41
	VOLUNTEER PROGRAM	GENERAL FUND	SPECIAL CLASSES	4.35
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	597.00
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	50.00
	RACE ON BASE POSTERS	GENERAL FUND	SPECIAL EVENTS	214.42
	RACE SPONSOR MAILERS	GENERAL FUND	SPECIAL EVENTS	19.81
	RACE ON BASE TRI SANCTION	GENERAL FUND	SPECIAL EVENTS	60.00
	RACE BOOTH AT MARATHON	GENERAL FUND	SPECIAL EVENTS	1,575.00
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	10.57
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	15.41
	RACE ON BASE CANOPY	GENERAL FUND	SPECIAL EVENTS	2,715.72
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	16.99
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	28.85
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	30.00
	BACKHOE PARTS	GARAGE FUND	GARAGE	81.92
	BACKHOE PARTS	GARAGE FUND	GARAGE	352.46
	SHOP SUPPLIES	GARAGE FUND	GARAGE	260.55
			TOTAL:	<u>13,464.02</u>

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

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

SPECIAL MEETING – January 17, 2012

1. CALL TO ORDER

The City Council met in Regular Session at 5:00 p.m., Monday, January 17, 2012, in the Council Chambers, 3191 Katella Avenue, Mayor Stephens 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
Windmera Quintanar, Department Secretary

3. ORAL COMMUNICATIONS

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

4. SPECIAL ORDERS OF THE DAY

A. Interview Applicants for the Parks, Recreation & Cultural Arts, Planning, and Traffic Commissions (City Clerk)

This report provides relevant information by which the City Council may appoint members to Commission vacancies.

The City Council interviewed the following applicants for the Parks, Recreation, and Cultural Arts Commission:

- Samuel Manning
- Elliot Singer
- Sheila Romero Lewis

The City Council interviewed the following applicants for the Planning Commission:

- Will Daniel
- Dave Emerson
- Sheila Romero Lewis
- Richard Murphy
- Johanna Schleuter

- Victor Sofelkanik

The City Council interviewed Dave Emerson for the Traffic Commission.

The City Council requested the current Local Appointment List.

RECESS/RECONVENE

The City Council took a 10 minute recess from 6:05 p.m. to 6:15 p.m.

Department Secretary Quintanar distributed the Local Appointment List to the City Council.

RECESS/RECONVENE

The City Council took a 10 minute recess from 6:30 p.m. to 6:43 p.m.

Council discussed the following topics:

- Amount of qualified applicants
- Notification letters to applicants not appointed encouraging them to reapply for future commission openings
- Possibly expanding the Planning Commission from 7 to 9 Commissioners
- Consistency on the Commissions through the completion of the General Plan

There was City Council consensus to appoint immediately. Department Secretary Quintanar passed out the Applicant List and each of the Council Members indicated their support for appointees. The sheets were given to Department Secretary Quintanar to tally.

Department Secretary Quintanar read the indications of support for the Parks, Recreation, and Cultural Arts Commission: Samuel Manning – 5, Elliot Singer – 3, and Sheila Romero Lewis – 2.

Mayor Edgar stated Samuel Manning and Elliot Singer were nominated for the Parks, Recreation, and Cultural Arts Commission.

Unanimously Carried: The City Council appointed the following applicants to the **Parks, Recreation, and Cultural Arts Commission**:

- Samuel Manning – term expiring December 2014
- Elliot Singer – term expiring December 2014

Department Secretary Quintanar read the indications of support for the Planning Commission: Will Daniel – 4, Richard Murphy – 2, and Victor Sofelkanik – 4.

Mayor Edgar stated Will Daniel and Victor Sofelkanik were nominated for the Planning Commission.

Unanimously Carried: The City Council appointed the following applicants to the **Planning Commission**:

- Will Daniel – term expiring December 2014
- Victor Sofelkanik – term expiring December 2014

Department Secretary Quintanar read the indications of support for the Traffic Commission: Dave Emerson – 3, Write in for Sheila Romero Lewis – 1, and Write in for Richard Murphy – 1.

Mayor Edgar stated Dave Emerson was nominated for the Traffic Commission.

Unanimously Carried: The City Council appointed Dave Emerson to the **Traffic Commission** with a term expiring December 2014.

6. ADJOURNMENT

The meeting was adjourned at 6:55 p.m. The next meeting of the City Council was scheduled for Monday, January 17, 2012, at 7:00 p.m., in the City Council Chambers.

ATTEST:

Troy D. Edgar, Mayor

Windmera Quintanar, Department Secretary

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

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INFORMATION ONLY AND ARE
SUBJECT TO AMENDMENT AND
APPROVAL AT NEXT MEETING.

REGULAR MEETING – January 17, 2012**1. CALL TO ORDER**

The City Council met in Regular Session at 7:00 p.m., Monday, January 17, 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
Corey Lakin, Community Services Director
Todd Mattern, Police Chief
Steven Mendoza, Community Development Dir.
Cassandra Palmer, Support Services Manager
Windmera Quintanar, Department Secretary

3. PLEDGE OF ALLEGIANCE

Council Member Stephens led the Pledge of Allegiance.

4. INVOCATION

Council Member Kusumoto gave the invocation.

5. PRESENTATIONS**A. Presentation of Certificates of Appreciation to the Los Alamitos High School Girls Volleyball Team for winning the 2011 CIF Division I Championship**

City Council presented Certificates of Appreciation to the Los Alamitos High School Girls Volleyball Team and Coach Huber. Coach Huber thanked the Council on behalf of the team.

B. Presentation by Colonel R. Mark Toy providing an overview of U.S. Army Corps of Engineers

Col. Toy gave a PowerPoint presentation and answered questions from the City Council.

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.

Mayor Edgar opened Oral Communications.

Jim Lissner discussed red light camera concerns.

JM Ivler, resident, stated his perception regarding Council Member Graham-Mejia's treatment by the City Council.

Dave Emerson, resident, stated concerns regarding the City Attorney invoices and legal expenses related to the trash litigation.

Shane Cozie and Rodney Phillips, residents, stated opposition to spending money on legal fees.

Judy Klabouch, former Chamber President, stated the monthly Wake Up Breakfast was held on the first Friday of every month.

Judy Klabouch and Richard Murphy, residents, requested Council look at the upcoming project at the Shops at Rossmoor, specifically traffic concerns.

Mayor Edgar stated he had received similar concerns from residents and requested staff look into the matter.

Council Member Graham-Mejia agreed.

George Briggeman, resident, requested the City Council appoint Council Members to meet with the Los Alamitos Aquatic Foundation to discuss one last Capital Improvement Project.

7. REGISTER OF MAJOR EXPENDITURES

Motion/Second: Edgar/Poe

The City Council approved the Major Expenditures for January 17, 2012, in the amount of \$625,798.85.

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/Poe

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

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

B. Warrants (Finance)

The City Council approved the Warrants for January 17, 2012, in the amount of \$106,668.90.

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.

The City Council, by a 4/5ths vote, ratified and reaffirmed the need for an emergency contract to complete the roof repairs as approved during the December 19, 2011, City Council Meeting.

D. Resolution No. 2012-01 - Amendment to the City's Conflict of Interest Code (City Clerk)

To comply with the requirements of State law, the attached Resolution proposed to amend the City's Conflict of Interest Code by updating the list of designated employees that have significant involvement in the City's decision-making process.

The City Council adopted Resolution No.2012-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS AMENDING THE CONFLICT OF INTEREST CODE FOR THE CITY."

E. Approval of the Fiscal Year 2012-13 Budget Calendar (Finance)

This report sought City Council approval of the Fiscal Year 2012-13 Budget Calendar.

The City Council approved the recommended Budget Calendar for Fiscal Year 2012-13.

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

A. Approval of Minutes (City Clerk)

Approve Minutes of the Regular Meeting – December 19, 2011.

Council Member Graham-Mejia stated for the record she was concerned with lack of information contained within this official record for current and future Councils. She stated support for bringing back summary minutes.

Motion/Second: Poe/Stephens

Carried 4/1 (Graham-Mejia cast the dissenting vote): The City Council approved the Minutes of the Regular Meeting of December 19, 2011.

9. DISCUSSION ITEMS

A. Authorization to Purchase Scientia's PD Assist Software Bundle (PD)

This report seeks City Council authorization to purchase Scientia's PD Assist Software Bundle for use in the Police Department. Using budgeted asset seizure funds, the Police Department is seeking to serve as a beta site for this progressive software package which will reduce redundant processes and allow officers to spend more time in the field.

Police Chief Mattern gave a brief description and introduced Cassandra Palmer, Support Services Manager. Manager Palmer summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Mayor Edgar opened the meeting for public comment.

JM Ivler, resident, inquired if the system would include AFES. Manager Palmer answered in the negative.

Mayor Edgar closed the meeting for public comment.

Council Member Graham-Mejia stated support for the item.

Council Member Stephens commented on technical support, mobile units, and County interfacing. He stated support for the item.

The City Council discussed becoming a "beta site."

Mayor Pro Tem Poe stated support.

Mayor Edgar stated support for the project and Scientia.

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

1. Authorized the expenditure of \$15,000 from the Fiscal Year 2011-12 Budget, account number 27.521.5420, for the purchase of the Scientia's PD Assist Software Bundle with Jail Booking, Briefing, and Crime Analysis modules; and,
2. Authorized the City Manager to execute an agreement in a form to be approved by the City Attorney.

RECESS

The City Council took a ten minute recess at 8:28 p.m.

RECONVENE

The City Council reconvened in Regular Session at 8:38 p.m.

10. MAYOR AND COUNCIL INITIATED BUSINESS

A. Discussion of Violations of Law Related to Published Letter Regarding Closed Session and Possible Action Regarding Same

On December 5, 2011, Council Member Kusumoto publicly released a letter which contained references to conduct in Closed Session and opinions on the Council related to litigation discussed in Closed Session. The City Council requested that the City Attorney provide an opinion for discussion in open session regarding whether the letter violated the Brown Act or other confidentiality laws by exposing information and discussions that were confidential.

Council Member Kusumoto recused himself and left the dais.

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

Mayor Edgar gave a brief background of the process to date pertaining to the City's trash contract with Consolidated Disposal.

Mayor Edgar opened the meeting for public comment.

City Attorney Levin clarified Council Member Kusumoto could address the Council as a resident from the podium.

The following residents stated opposition for item 10A:

- Shane Cozie
- Rodney Phillips
- Richard Murphy
- JM Ivler

The following residents stated support for item 10A:

- Lissette Gabler
- Chuck Sylvia

Council Member Stephens requested explanation of City Attorney fees and cost related to litigation.

City Attorney Levin stated there may be more than one month's fees being reported and indicated Council was within the adopted budget for legal fees. She indicated litigation fees regarding the trash contract were reimbursed by Consolidated.

Council Member Stephens requested an explanation of the FPPC opinion regarding the named Council Members participating in Closed Session.

City Attorney Levin summarized the FPPC had stated the allegation in the complaint did not create a Conflict of Interest and there was no Conflict of Interest by virtue of the fact Consolidated would reimburse the City for defense costs.

Council Member Stephens and Mayor Pro Tem Poe stated support for moving forward as stated in the City Attorney's memo.

Council Member Graham-Mejia stated opposition for moving forward. She commented on her perception of former Council Member Grose's Brown Act Violation.

Dean Grose, resident, stated such comments were out of order as he had not committed a Brown Act violation and he did not appreciate being slandered.

Mayor Edgar clarified Public Comment was closed.

Council Member Graham-Mejia recalled potential Brown Act violations by former Council Member Grose during Police Officer Association contract negotiations and with Mayor Edgar during the Orange County Sanitation District Board meeting.

Mayor Edgar inquired if Council Member Kusumoto would like to address the Council as a resident.

City Manager Avery indicated he declined.

Mayor Edgar stated his belief that there was a Brown Act violation and felt the City needed to move forward with prosecution.

Mayor Edgar and Council Member Graham-Mejia discussed the action taken during the Orange County Sanitation District meeting.

Council Member Graham-Mejia expressed frustration that the item appeared to be retaliation for the lawsuit and supported giving Council Member Kusumoto a second chance, as was past practice for new Council Members.

Council Member Stephens stated the City Council had an obligation to report these matters to the proper agencies. He pointed out the action was not retaliation, but an effort to get the facts and expert opinion.

Mayor Pro Tem Poe stated she did not see the relevance of the Dean Grose allegations made by Council Member Graham-Mejia since three members of the current Council were not present at the time. She expressed her opinion that it was the Council's obligation to ensure regulations were followed and all citizens were represented.

Mayor Pro Tem Poe asked for clarification regarding the options presented in the City Attorney's memo. City Attorney Levin provided explanation.

Mayor Pro Tem Poe made a motion to move forward with options 2, 3, 4, 5, and 6, as stated in the City Attorney's memo.

Council Member Graham-Mejia supported option 2 and inquired if the Council could wait for a response from the Attorney General before moving forward with all agencies and if the Attorney General or District Attorney would see different reasons to prosecute.

City Attorney Levin stated the Council could proceed as it deemed appropriate and all agencies could reach different outcomes.

Mayor Pro Tem Poe made a motion, seconded by Council Member Stephens, to move forward with options 2, 3, 4, 5 and 6, as presented in the City Attorney's memo.

Council Member Graham-Mejia made a substitute motion to move forward with options 2 and 5, and proceed further if needed at a later date. Motion died for lack of a second.

Motion/Second: Poe/Stephens

Carried 3/1 (Kusumoto recused himself and Graham-Mejia cast the dissenting vote): The City Council provided the following direction:

2. Establish a policy or "code of conduct" for the handling of confidential Closed Session information and adopt specific rules for all future meetings.
3. Retain a City Prosecutor to seek a court order, writ of mandate, or injunction preventing further disclosure of confidential Closed Session information by Council Member Kusumoto and/or barring him from further Closed Sessions regarding the litigation issue.
4. Direct the City Attorney to refer the matter to the District Attorney. The matter may be investigated and may or may not be prosecuted under state law.
5. Direct the City Attorney to refer the matter to the Attorney General. The matter may be investigated and may or may not be prosecuted under state or local law.
6. Direct the City Attorney to refer the matter to the Grand Jury. The Grand Jury may investigate the matter and determine whether to initiate removal proceedings.

B. City Council Member Appointments/Reappointments as Representatives to other Agencies and City Ad Hoc Committees

This report provides relevant information for the City Council's annual appointments/reappointments of Council Members as representatives to other Agencies and City Council Ad Hoc Committees. This item is traditionally considered by the City Council at the first meeting after its annual reorganization.

Department Secretary Quintanar summarized the staff report, referring to the information contained therein and answered questions from the City Council.

City Attorney Levin explained the voting procedures and pointed out Council Members could not participate in voting for themselves and would need to step down from the dais.

The City Council discussed Delegates and Alternates for the Boards and Committees that did not receive a stipend.

Motion/Second: Stephens/Graham-Mejia

Unanimously Carried: The City Council approved the following Delegate/Alternate appointments:

- League of California Cities (State Division) – Kusumoto/Poe
- City Selection Meeting – Edgar/Council
- WestComm JPA – Poe/Stephens
- OC Library Advisory Board – Poe/Stephens
- Growth Management Area #2 – Poe/Stephens
- OCFA I-405 Policy Working Group – Poe/Graham-Mejia
- CJPIA – Kusumoto/Stephens
- LAUSD School working Group – Poe/Graham-Mejia
- Remove LATV Ad Hoc Subcommittee
- Annexation Ad Hoc Subcommittee – Poe/Graham-Mejia
- General Plan Ad Hoc Subcommittee (Includes Downtown Revitalization) – Kusumoto/Edgar

Mayor Edgar opened the discussion for Orange County Sanitation District. He stated he was the current Delegate and Council Member Stephens was the current Alternate.

Council Member Graham-Mejia stated interest in the Delegate position.

Mayor Pro Tem Poe nominated Mayor Edgar for the Delegate to the Orange County Sanitation District, seconded by Council Member Stephens.

Mayor Edgar recused himself and left the dais.

Motion/Second: Poe/Stephens

Motion Failed 2/2 (Graham-Mejia and Kusumoto cast the dissenting vote):
Appoint Mayor Edgar as Delegate to the Orange County Sanitation District Board.

Mayor Edgar took his seat at the dais.

Council Member Kusumoto nominated Council Member Graham-Mejia for the Delegate to the Orange County Sanitation District Board. Motion died for lack of a second.

Mayor Edgar indicated he was the Vice Chair of the Board and was preparing to become the Chair. He inquired the procedure for a tie vote.

City Attorney Levin stated she could not speak for another agency's procedures, but encouraged Council to reach an agreement.

Mayor Pro Tem Poe nominated Mayor Edgar for the Delegate to the Orange County Sanitation District (OCSD) Board, seconded by Council Member Stephens.

Mayor Edgar recused himself and left the dais.

The Council discussed establishing a policy regarding Board/Commission appointments, allowing equal opportunity across the Council to serve on various Boards, and Council Member Graham-Mejia's continued interest to serve on the OCSD Board.

Council Member Kusumoto requested to add to the motion a nomination for Council Member Graham-Mejia as the OCSD Alternate, seconded by Council Member Stephens.

Council Member Graham-Mejia recused herself and left the dais.

Motion/Second: Poe/Stephens

Carried 3/0 (Mayor Edgar and Council Member Graham-Mejia recused):
The City Council appointed Mayor Edgar as Delegate and Council Member Graham-Mejia as Alternate, to the Orange County Sanitation District Board.

Mayor Edgar and Council Member Graham-Mejia took their seats at the dais.

Mayor Edgar opened the discussion for the Orange County Transportation Fire (OCFA) Board. He stated Council Member Stephens was the current Delegate and Council Member Graham-Mejia was the current Alternate.

Council Member Stephens expressed interest in remaining the Delegate.

Council Member Graham-Mejia expressed interest in becoming the Delegate.

Mayor Pro Tem Poe nominated Council Member Stephens as the Delegate to the OCFA Board of Directors.

Mayor Edgar made a substitute motion to nominate Council Member Stephens as the Delegate and Council Member Graham-Mejia as the Alternate.

Council Member Graham-Mejia stated she was not interested in the Alternate position.

Mayor Edgar nominated Council Member Stephens as the Delegate and Mayor Pro Tem Poe as the Alternate to the OCFA Board. Motion died for lack of a second.

Mayor Edgar nominated Council Member Stephens as the Delegate to the OCFA Board, seconded by Mayor Pro Tem Poe.

Council Member Stephens recused himself and left the dais.

The City Council discussed holding multiple positions that receive stipends, progression of Alternate to Delegate, procedure of vacant board seats for various election outcomes, different strategies for Board appointments, subcommittees of Boards, reappointment of incumbents to ensure succession, and perception of Council Member appointment preference.

Council Member Graham-Mejia called for the question.

Motion/Second: Edgar/Poe

Carried 3/1 (Graham-Mejia cast the dissenting vote): The City Council appointed Council Member Stephens as Delegate to the Orange County Fire Authority Board.

Council Member Stephens took his seat at the dais.

Council Member Graham-Mejia stated she was not interested in serving as the Alternate.

Mayor Pro Tem Poe expressed interest as the Alternate.

Mayor Edgar made a motion to appoint Mayor Pro Tem Poe as the Alternate to the OCFA Board, seconded by Council Member Stephens.

Mayor Pro Tem Poe recused herself and left the dais.

Motion/Second: Edgar/Stephens

Carried 4/0 (Mayor Pro Tem Poe excused herself): The City Council:

1. Appointed Council Member Stephens as the Delegate and Mayor Pro Tem Poe as the Alternate to the Orange County Fire Authority Board; and,

2. Adopted City Council Resolution 2012-02, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE AND ALTERNATE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS."

C. Council Announcements

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

Mayor Edgar indicated rotation would go from end to end of the dais and he would reserve the right to comment last.

Council Member Graham-Mejia reported attendance at the Orange County Vector Control Board Orientation Meeting.

Council Member Stephens reported attendance at the Orange County Fire Authority Budget and Finance Committee meeting.

Mayor Pro Tem Poe reported attendance at the Chamber Installation Breakfast and LAUSD/City Working Group meeting. She requested staff bring back additional information regarding the Shops at Rossmoor and requested adding bus shelters in front of the hospital and on Katella between Lexington and Saratoga. She stated Pat Longren had passed away and passed her condolences to the family.

Council Member Kusumoto expressed he had enjoyed the winter break with his family and stated he had used a local contractor to install solar panels in his home and was very pleased with the end product.

Mayor Edgar reported attendance at the Orange County Sanitation District Board meeting. He requested City Manager Avery and Community Development Director Mendoza reengage with the Water Conservancy Board. He congratulated new Chamber President, John Osbourne, and thanked outgoing President, Judy Klabouch. He discussed the following topics: involvement with the Chamber of Commerce, Madera's Christmas event for veterans, concerns regarding the Shops at Rossmoor, and Building Permit Fee Rebate Program.

11. ITEMS FROM THE CITY MANAGER

City Manager Avery commented on the following items: accident at Great Dane Bakery, shade structure at the Joint Forces Training Base, Laurel Park Rehabilitation project, new Dodge Chargers for the Police Department, Neighbor 4 Neighbor program in the Highlands, Race on the Base, and the Coyote Creek Project.

Mayor Pro Tem Poe stated the museum would be hosting Bill Jimenez, certified paranormal, at the museum this Sunday at 2:00 p.m.

12. **ADJOURNMENT**

City Council adjourned at 11:15 p.m. The next meeting of the City Council is scheduled for **Monday, February 6, 2012**, in the City Council Chambers.

Troy D. Edgar, Mayor

ATTEST:

Windmera Quintanar, Department Secretary

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

SPECIAL MEETING – JANUARY 23, 2012

1. CALL TO ORDER

The City Council met in Special Session at 7:33 p.m., Monday, January 23, 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

3. ORAL COMMUNICATIONS

Mayor Edgar opened Oral Communications, there being no one present wishing to speak, Mayor Edgar closed Oral Communications.

Mayor Edgar announced although many attempts have been made to reach a settlement of the trash litigation, no settlement has been reached, no further meetings have been scheduled, and it appears the discussions are at a standstill. He directed staff to place on the agenda the consideration of options going forward, including language amending the Code to clarify that it requires an open proposal process, an award based upon a variety of factors, a reaffirmation of the current contract and options for an open Request for Proposal (RFP) process going forward in selecting the next waste hauler. He expressed a desire to move the City forward.

4. CLOSED SESSION

A. Public Employee Appointment

Title: City Clerk
Authority: Government Code Section 54957

B. Conference with Labor Negotiator

Title: Conference with Labor Negotiator
City Representatives: Angie Avery, City Manager
Unrepresented Employee: City Clerk
Authority: Government Code Section 54957.6

RECESS

City Council recessed into Closed Session at 7:40 p.m.

RECONVENE

City Council reconvened in Regular Session at 8:19 p.m.

The City Council directed City Manager Avery to prepare a contract for the next City Council meeting for Deputy City Clerk services.

5. ADJOURNMENT

Mayor Edgar adjourned the City Council Meeting at 8:20 p.m. The next meeting of the City Council is scheduled for Monday, February 6, 2012, in the City Council Chambers.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

CITY OF LOS ALAMITOS
A/P Warrants
February 6, 2012

Pages:

01-07	\$ 88,746.96	A/P Warrants	02/06/2012
	\$ 1,741.62	Retiree Benefits	02/01/2012

Total **\$ 90,488.58**

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 1st day of February, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ACE INDUSTRIAL SUPPLY, INC.	SAFETY SUPPLIES	GENERAL FUND	STREET MAINTENANCE	210.29
	SOCKET SETS	GARAGE FUND	GARAGE	472.70
			TOTAL:	682.99
AHERN RENTALS	ROLLER RENTAL	GENERAL FUND	STREET MAINTENANCE	134.68
			TOTAL:	134.68
ALL AMERICAN SIGN COMPANY	VEHICLE LETTERING	GARAGE FUND	GARAGE	251.94
			TOTAL:	251.94
AMERICAN SOCCER COMPANY, INC.	SOCCER SERVICES	GENERAL FUND	SPORTS	1,463.25
			TOTAL:	1,463.25
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	365.00
	SKUNK TRAPPING	GENERAL FUND	PARK MAINTENANCE	300.00
			TOTAL:	915.00
AT & T	BILL CYCLE 01/19-02/18	GENERAL FUND	COMMUNICATIONS TECHNOL	357.18
			TOTAL:	357.18
AT & T MOBILITY	BILL CYCLE 11/24-12/23	GENERAL FUND	PATROL	409.06
			TOTAL:	409.06
BEE REMOVERS	BEE REMOVAL	GENERAL FUND	STREET MAINTENANCE	105.00
			TOTAL:	105.00
SUSAN BROWN	TUITION REIMBURSEMENT	GENERAL FUND	RECORDS	1,455.00
			TOTAL:	1,455.00
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	12.48
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	16.94
			TOTAL:	29.42
CALIFORNIA CRIMINAL JUSTICE WARRANT	MEMBERSHIP DUES	GENERAL FUND	POLICE ADMINISTRATION	75.00
			TOTAL:	75.00
CALIFORNIA FORENSIC PHLEBOTOMY INC.	BLOOD TEST	GENERAL FUND	PATROL	112.50
			TOTAL:	112.50
ANTHONY D. CARSON	RACE ON BASE DJ	GENERAL FUND	SPECIAL EVENTS	350.00
			TOTAL:	350.00
CARSON SUPPLY CO., INC.	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	15.23
			TOTAL:	15.23
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES	GENERAL FUND	BUILDING INSPECTION	340.52
	BUILDING PERMIT FEES	GENERAL FUND	BUILDING INSPECTION	3,872.85
	NPDES INSPECTIONS	GENERAL FUND	NPDES	1,560.00
			TOTAL:	5,773.37
CITY OF CYPRESS	STATE OF CITY LUNCHEON	GENERAL FUND	CITY COUNCIL	54.00
			TOTAL:	54.00
CITY OF SEAL BEACH	NOVEMBER BOOKINGS	GENERAL FUND	PATROL	510.00
			TOTAL:	510.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CITY OF TUSTIN	ANNUAL CALPACS DUES	GENERAL FUND	ADMINISTRATIVE SERVICE	275.00
			TOTAL:	275.00
BOB COHEN	INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES	210.00
			TOTAL:	210.00
COMMUNITY SENIORSERV	NUTRITION TRANSPORTATION	GENERAL FUND	COMMUNITY SERVICES	216.20
			TOTAL:	216.20
COMPUTER SERVICE CO.	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	1,240.00
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	387.20
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	150.75
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	1,158.16
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	57.07
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	50.25
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	424.60
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	228.26
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	109.73
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	114.76
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	100.50
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	205.83
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	215.81
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	109.73
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	150.75
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	232.32
			TOTAL:	4,935.72
DAPEER, ROSENBLIT & LITVAK, LLP	MUNI CODE ENFORCE	GENERAL FUND	NEIGHBORHOOD PRESERVAT	1,797.84
			TOTAL:	1,797.84
DAS MANUFACTURING, INC.	CURB MARKER/ADHESIVE	GENERAL FUND	STREET MAINTENANCE	369.03
			TOTAL:	369.03
DECKSIDE POOL SERVICE	POOL MAINTENANCE	GENERAL FUND	AQUATICS	1,290.00
			TOTAL:	1,290.00
DELL MARKETING L.P.	DELL POWEREDGE R610	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,687.42
			TOTAL:	6,687.42
DISCOUNT SCHOOL SUPPLY	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	156.42
			TOTAL:	156.42
CYNTHIA E. EMAMI	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	224.00
			TOTAL:	224.00
ENVIROSERV	WASTE OIL REMOVAL	GARAGE FUND	GARAGE	50.00
			TOTAL:	50.00
FEDEX	SHIPPING	GENERAL FUND	CITY COUNCIL	28.84
	SHIPPING	GENERAL FUND	PATROL	9.24
	SHIPPING	GENERAL FUND	PATROL	29.15
			TOTAL:	67.23
CARRI FOX	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	8.40
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	8.40
			TOTAL:	16.80

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GANAHL LUMBER COMPANY	LUMBER & REBAR	GENERAL FUND	STREET MAINTENANCE	41.73
	NUTS & WASHERS	GENERAL FUND	STREET MAINTENANCE	1.80
	TAPE	GENERAL FUND	PARK MAINTENANCE	14.00
	SINK PIPE WRAPPING	GENERAL FUND	BUILDING MAINTENANCE	11.84
	TOTAL:			69.37
GEMINI TIMING	CHIP TIMING	GENERAL FUND	SPECIAL EVENTS	4,400.00
			TOTAL:	4,400.00
GLENN E. THOMAS CO.	CONVERTER & SENSOR	GARAGE FUND	GARAGE	796.72
	RETURN - CONVERTER	GARAGE FUND	GARAGE	217.50
	COWLING	GARAGE FUND	GARAGE	37.75
	RADIATOR OUTLET	GARAGE FUND	GARAGE	37.99
	TOTAL:			654.96
GOLDEN STATE WATER COMPANY	BILL CYCLE 12/07-01/10	GENERAL FUND	STREET MAINTENANCE	559.51
	BILL CYCLE 12/07-01/10	GENERAL FUND	PARK MAINTENANCE	120.46
	BILL CYCLE 12/07-01/10	GENERAL FUND	BUILDING MAINTENANCE	381.50
	TOTAL:			1,061.47
HARTZOG & CRABILL, INC.	TC PLAN CHECK	GENERAL FUND	CITY ENGINEER	520.00
	SERPENTINE RETAIL DEVELOP	GENERAL FUND	CITY ENGINEER	270.00
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	742.50
	TOTAL:			1,532.50
HI-WAY SAFETY INC.	ALLEY SIGNS	GENERAL FUND	STREET MAINTENANCE	176.71
			TOTAL:	176.71
HUNTINGTON BEACH HONDA	MOTORCYCLE REPAIRS	GENERAL FUND	TRAFFIC	463.08
			TOTAL:	463.08
HYDRO-SCAPE PRODUCTS, INC.	SEED	GENERAL FUND	PARK MAINTENANCE	757.26
			TOTAL:	757.26
INTELLIBRIDGE PARTNERS, LLC	ACCOUNTING ASSISTANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	412.50
			TOTAL:	412.50
JDS TANK TESTING & REPAIR	ANNUAL CERTIFICATION	GARAGE FUND	GARAGE	695.00
			TOTAL:	695.00
JOBS AVAILABLE	JOB POSTING	GENERAL FUND	ADMINISTRATIVE SERVICE	504.00
			TOTAL:	504.00
KEITH-BYRON JONES	RACE ON BASE MC	GENERAL FUND	SPECIAL CLASSES	350.00
			TOTAL:	350.00
JUDICIAL DATA SYSTEMS CORPORATION	CITATIONS	GENERAL FUND	TRAFFIC	169.80
			TOTAL:	169.80
K&S AIR CONDITIONING, INC.	A/C REPAIRS & MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	3,148.95
	YEARLY A/C MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	1,216.29
	TOTAL:			4,365.24
CHRISTOPHER KARRER	TUITION REIMBURSEMENT	GENERAL FUND	INVESTIGATION	687.00
			TOTAL:	687.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT			
CIMBALL MIDWEST	SHOP SUPPLIES	GARAGE FUND	GARAGE	554.66			
				TOTAL:	554.66		
CONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - P/D	GENERAL FUND	POLICE ADMINISTRATION	302.00			
				TOTAL:	302.00		
LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES	GENERAL FUND	CITY COUNCIL	5,507.00			
				TOTAL:	5,507.00		
MING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	48.75			
				INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	484.58
				TOTAL:	533.33		
LOS ALAMITOS AUTO PARTS	BATTERY	GARAGE FUND	GARAGE	114.44			
				DEPOSIT - BATTERY CORE	GARAGE FUND	GARAGE	12.93
				ADHESIVE	GARAGE FUND	GARAGE	2.47
				TRUCK NET	GARAGE FUND	GARAGE	34.90
				BRAKE PADS	GARAGE FUND	GARAGE	102.89
				TOTAL:	241.77		
MARTIN & CHAPMAN CO.	CALENDARS	GENERAL FUND	PATROL	9.69			
				TOTAL:	9.69		
MAXUM PETROLEUM	DIESEL FUEL	GARAGE FUND	GARAGE	1,236.21			
				TOTAL:	1,236.21		
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	115.00			
				TOTAL:	115.00		
MISC. VENDOR	REFUND - RACE ON BASE	GENERAL FUND	NON-DEPARTMENTAL	76.65			
				REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	59.00
				REFUND - EXERCISE CLASS	GENERAL FUND	NON-DEPARTMENTAL	50.00
				REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	48.00
				REFUND - PRESCHOOL	GENERAL FUND	NON-DEPARTMENTAL	302.00
				REFUND - KARATE	GENERAL FUND	NON-DEPARTMENTAL	29.00
				REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	60.00
				REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	76.00
				REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	59.00
				REFUND - EXERCISE CLASS	GENERAL FUND	NON-DEPARTMENTAL	42.00
				REFUND - EXERCISE CLASS	GENERAL FUND	NON-DEPARTMENTAL	50.00
				REFUND - SLO-PITCH	GENERAL FUND	NON-DEPARTMENTAL	405.00
				REFUND - SLO-PITCH	GENERAL FUND	NON-DEPARTMENTAL	405.00
				REFUND - SOCCER	GENERAL FUND	NON-DEPARTMENTAL	355.00
				REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	58.00
				REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	59.00
TOTAL:	2,133.65						
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		
NEXTEL COMMUNICATIONS	TRAFFIC CALMING SIGN	GENERAL FUND	TRAFFIC	17.48			
				TOTAL:	17.48		
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,009.88			

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>1,009.88</u>
PENINSULA SEPTIC SERVICE INC.	SEPTIC TANK SERVICE	GENERAL FUND	BUILDING MAINTENANCE	400.00
			TOTAL:	<u>400.00</u>
PETTY CASH	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	COUNCIL SUPPLIES	GENERAL FUND	CITY COUNCIL	42.75
	COUNCIL SUPPLIES	GENERAL FUND	CITY COUNCIL	17.99
	STATE OF CITY LUNCHEON	GENERAL FUND	CITY MANAGER	27.00
	CHAMBER BREAKFAST	GENERAL FUND	CITY MANAGER	20.00
	LODGING & PARKING	GENERAL FUND	ADMINISTRATIVE SERVICE	81.76
	SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	17.75
	MILEAGE & PARKING	GENERAL FUND	COMMUNITY DEVEL ADMIN	74.39
	PARKING	GENERAL FUND	PUBLIC WORKS ADMIN	10.00
			TOTAL:	<u>304.59</u>
GARY PITTS	INSTRUCTOR - KARATE	GENERAL FUND	SPECIAL CLASSES	86.80
	INSTRUCTOR - KARATE	GENERAL FUND	SPECIAL CLASSES	91.00
			TOTAL:	<u>177.80</u>
QUALITY CODE PUBLISHING LLC	WEB MAINTENANCE & STORAGE	GENERAL FUND	CITY MANAGER	1,437.97
			TOTAL:	<u>1,437.97</u>
QUARTERMASTER	EQUIPMENT	GENERAL FUND	PATROL	706.86
	UNIFORM	GENERAL FUND	PATROL	39.67
	UNIFORMS	GENERAL FUND	PATROL	142.86
	UNIFORM	GENERAL FUND	PATROL	63.61
			TOTAL:	<u>953.00</u>
WINDMERA QUINTANAR	COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL	1,585.65
			TOTAL:	<u>1,585.65</u>
MIKE RAAHAUGE SHOOTING ENTERPRISES	SWAT TRAINING	GENERAL FUND	PATROL	20.00
			TOTAL:	<u>20.00</u>
REFRIGERATION UNLIMITED, INC	ICE MACHINE SERVICE	GENERAL FUND	BUILDING MAINTENANCE	429.18
			TOTAL:	<u>429.18</u>
RICOH AMERICAS CORPORATION	MAINTENANCE AGREEMENT	GENERAL FUND	RECREATION ADMINISTRAT	106.00
	COPIER LEASE 12/11	GENERAL FUND	RECREATION ADMINISTRAT	560.30
	COPIER LEASE 01/12	GENERAL FUND	RECREATION ADMINISTRAT	560.30
			TOTAL:	<u>1,226.60</u>
ROBERTSON'S	ALLEY REPAIR	GENERAL FUND	STREET MAINTENANCE	574.29
			TOTAL:	<u>574.29</u>
CHRIS ROJO	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	44.80
			TOTAL:	<u>44.80</u>
ROSSMOOR CAR WASH	CAR WASHES - P/D	GARAGE FUND	GARAGE	149.99
	CAR WASHES - C/D	GARAGE FUND	GARAGE	9.00
			TOTAL:	<u>158.99</u>
ROSSMOOR/LOS AL AREA SEWER	JAN/FEB/MAR PARKING RENT	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	<u>1,500.00</u>

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SIR SPEEDY	CITY LETTERHEAD	GENERAL FUND	CITY COUNCIL	109.81
			TOTAL:	109.81
SMART & FINAL	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	256.86
			TOTAL:	256.86
SO CAL SANITATION LLC	RESTROOM SERVICES	GENERAL FUND	SPORTS	152.65
			TOTAL:	152.65
JACOB SORENSEN	TUITION REIMBURSEMENT	GENERAL FUND	PATROL	1,227.00
			TOTAL:	1,227.00
SOUTH COAST SUPPLY & GARDEN DAZE	CONCRETE	GENERAL FUND	STREET MAINTENANCE	28.12
	CONCRETE	GENERAL FUND	STREET MAINTENANCE	9.02
	SOIL	GENERAL FUND	STREET MAINTENANCE	9.31
	MORTAR	GENERAL FUND	STREET MAINTENANCE	20.28
	SOIL	GENERAL FUND	PARK MAINTENANCE	28.16
	PLAYGROUND SAND	GENERAL FUND	PARK MAINTENANCE	184.25
	CONCRETE	GENERAL FUND	PARK MAINTENANCE	9.02
			TOTAL:	288.16
SOUTHERN CALIFORNIA GAS	3191 KATELLA	GENERAL FUND	BUILDING MAINTENANCE	376.31
			TOTAL:	376.31
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEES	GENERAL FUND	AQUATICS	176.00
	MEMBERSHIP FEE	GENERAL FUND	AQUATICS	44.00
			TOTAL:	220.00
SPARKLETT'S DRINKING WATER	SERVICE & RENTAL	GENERAL FUND	BUILDING MAINTENANCE	35.34
			TOTAL:	35.34
STATE OF CALIFORNIA DEPARTMENT	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	96.00
			TOTAL:	128.00
TRAIN2SHAPE	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	92.80
			TOTAL:	92.80
UNDERGROUND SERVICE ALERT OF SO. CALIF	SERVICE ALERT FAXES	GENERAL FUND	STREET MAINTENANCE	16.50
			TOTAL:	16.50
UNITED STATES POSTMASTER	BROCHURE POSTAGE	GENERAL FUND	RECREATION ADMINISTRAT	1,349.00
			TOTAL:	1,349.00
USA MOBILITY WIRELESS, INC.	PAGER FEES	GENERAL FUND	PUBLIC WORKS ADMIN	20.10
			TOTAL:	20.10
VERIZON CALIFORNIA, INC.	ADMIN - FAX	GENERAL FUND	ADMINISTRATIVE SERVICE	44.81
	TELECOMMUNICATIONS	GENERAL FUND	COMMUNICATIONS TECHNOL	771.27
	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	120.10
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	39.54
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	75.03
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	39.95
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	37.51
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	37.51
	PARK & REC - FAX	GENERAL FUND	RECREATION ADMINISTRAT	43.11

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,208.83
VICTORY LOCK AND KEY	LOCK REPAIR	GENERAL FUND	BUILDING MAINTENANCE	83.91
	DOOR REPAIR	BUILDING IMPROVEME	CAPITAL PROJECTS	548.86
			TOTAL:	632.77
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	5,945.15
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	298.58-
	CNG FUEL	GARAGE FUND	GARAGE	228.55
			TOTAL:	5,875.12
WEST COAST ARBORISTS, INC.	TREE & STUMP REMOVAL	GENERAL FUND	PARK MAINTENANCE	323.00
	TREE & STUMP REMOVAL	GENERAL FUND	PARK MAINTENANCE	468.00
	TREE MAINTENANCE	GAS TAX	CAPITAL PROJECTS	6,085.00
			TOTAL:	6,876.00
THOMAS WHITELAW	LEGAL SERVICES	GENERAL FUND	CITY ATTORNEY	3,825.00
			TOTAL:	3,825.00

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

10	GENERAL FUND	65,234.33
20	GAS TAX	6,085.00
25	BUILDING IMPROVEMENT	548.86
50	GARAGE FUND	10,191.35
53	TECHNOLOGY REPLACEMENT	6,687.42

	GRAND TOTAL:	88,746.96

City of Los Alamitos

**Agenda Report
Consent Calendar**

**February 6, 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 have yet to be completed.

The roofer began working on Monday, January 9, 2012. Repairs were completed shortly thereafter pending rain to test the repairs. The January 23, 2012 rain event demonstrated the repairs on the Police Building were adequate, but repairs to the Community Center were inadequate. With the rain test complete, the roof repairs will proceed this week. Interior repairs will not proceed until all roof leaks have been repaired and deemed leak free.

The second component of this emergency repair was the air conditioning unit in the Activity Room 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. Repairs will be scheduled in the next two weeks.

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:

Tony Brandyberry
Public Works Superintendent

Steven Mendoza
Community Development Director

Approved By:

Jeffrey L. Stewart
City Manager

City of Los Alamitos

Agenda Report Consent Calendar

February 6, 2012
Item No: 8D

To: Mayor Troy Edgar & Members of the City Council
Via: Angie Avery, City Manager
From: Corey Lakin, Director of Recreation and Community Services
Subject: Race on the Base Equipment Rental

Summary: This item is to authorize the City Manager to rent equipment for the Race on the Base. The Race on the Base event requires additional equipment from external vendors due to limited existing City resources. This item has been placed on the agenda because the cost of the rental exceeds the purchasing limit of the City Manager. Race registration revenue offsets the cost of the equipment rental so there is no impact to the General Fund.

Recommendation: Authorize the City Manager to rent equipment from Big Top Rentals for the 2012 Race on the Base in an amount not to exceed \$20,000 and to execute a contract in a form to be approved by the City Attorney.

Background

The 31st Annual Los Alamitos Race on the Base is scheduled for Saturday, February 25, 2012 at the Joint Forces Training Base in Los Alamitos. The Race includes the following events: Mission: Kids Run 1K, 5K Walk, 5K Run, 10K Run, 10K Wheelchair Race, 10K Skate, Reverse Triathlon, and Junior Reverse Triathlon. The event also features static military displays, live musical entertainment, a two-day Vendor Expo, and free food for all race participants, staff and volunteers.

The past two years have proven to be challenging for the sponsors and vendors in the Vendor Expo due to the inclement weather and the vast size of the expo area. The Vendor Expo provides local businesses and organizations an opportunity to showcase themselves to the community through information and giveaways. In previous years, the Vendor Expo has been outdoors on the tarmac and vendors have been spread out between the Start and Finish lines. In order to mitigate these issues and retain past and attract new vendors, staff are recommending the rental of large tents (200' x 120') to cover the Vendor Expo. The tented area will be the focal point of the event, provide protection from the weather elements and will increase the vendor-spectator/participant interaction. The two-day Vendor Expo located adjacent to Registration and Packet Pick-Up will include:

- Shirt Distribution
- Goodie bags giveaways
- Sampling booths
- Sponsor booths
- Race on the Base Merchandise
- Breakfast and Lunch from Johnny Rebs' with an eating area
- Stage with entertainment and awards

Discussion

The Recreation and Community Services Department requested local companies to bid on the following equipment specifications:

- Three 40'x200'x8' white tents, positioned side-by-side
- Thirty-two 8'x20' white sidewalls with windows
- Lighting for the canopies
- Water barrels to secure the canopies
- One hundred 8' tables
- Three hundred and thirty-six chairs
- Ten 60" round tables
- Ten 40" round tables
- Fifteen 30" round tables with tall poles
- Linens (black or dark color) table covers to accompany all tables
- Four hundred and eighty 3' pipe and drape (black or dark color)
- Three hundred 8' pipe and drape (black or dark color)
- One 25K generator
- One 45K generator
- Eight power boxes
- Eight power cords (minimum 50' each)
- One staff onsite for generators, canopy walls, and troubleshooting throughout event

Vendors must provide equipment that is in excellent condition and must adhere to the timeline approved by the Joint Forces Training Base. The approved setup time of the canopy will be on Friday, February 24 at 4:00am. All canopies, tables, chairs, pipe and drape must be set-up by 12:00pm in order to allow the vendors ample time to setup their booth space.

Seven vendors were contacted to submit a bid for the Race on the Base equipment rentals based on the specified equipment list. Staff solicited vendors known to be competitive at offering the lowest prices possible and considerable research was undertaken prior to contacting the vendors.

Company	Equipment Rental Quote
Big Top Rentals	\$13,732.10
Industry Event Services	\$12,994.27

AM/PM Event Rentals	\$14,840.00
Classic Party Rentals	\$14,936.10
American Rentals	\$18,193.30
Choura Events	\$20,993.75
So. Cal Tent and Events	\$27,683.78

Although the quote for the equipment is \$13,732.10, the final cost for rentals may need to be revised upward due to additional registrations, weather, and/or other factors between now and the date of the race. To be safe and to provide a cushion for any additional equipment needs, this agenda item seeks approval to rent equipment for the 2012 Race on the Base in an amount not to exceed \$20,000.

Staff is recommending the bid be awarded to Big Top Rentals for the following reasons:

1. RUN Racing, the City's contracted Race Management Company, has a longstanding working relationship with Big Top Rentals and recommends utilizing their services.
2. Big Top Rentals reference list includes events such as the Surf City Half Marathon, the Long Beach Marathon and Half Marathon, and the OC Marathon.
3. Big Top Rentals has the experience, expertise, and appropriate levels of staff to follow the setup guidelines as stipulated by the Joint Forces Training Base.
4. All of Big Top Rentals equipment is in excellent condition and is owned by the company. Big Top Rentals does not need to subcontract with any other equipment rental company to fulfill the equipment specifications. Staff has seen their equipment first-hand at the Long Beach Marathon, Holiday Half Marathon and Surf City Marathon.

Fiscal Impact

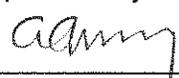
Participant registration fees cover the rental of the equipment. There is no impact to the General Fund for this rental.

Submitted By:



 Corey Lakin
 Director of Recreation and Community Services

Approved By:



 Angie Avery
 City Manager

Attachments:

1. Professional Services Agreement with Big Top Rentals
2. Big Top Rentals Quote
3. Big Top Rentals Insurance and Endorsement

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Big Top Rentals)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Rental of equipment for the Race on the Base including setup, teardown, and troubleshooting.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: February 24, 2012.
- 3.4 “Expiration Date”: February 25, 2012.

4. TERM

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

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of twenty thousand Dollars (\$20,000) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Range** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other

wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. **INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this

Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during

normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

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

If to Consultant:

Big Top Rentals
Linda Range
2905 E. Ricker Way
Anaheim, CA 92806
Telephone: (714) 630-0061
Cell: (714) 231-1527
Facsimile: (714) 630-0662

With courtesy copy to:

Sandra J. Levin, Esq.
Los Alamitos City Attorney
Colantuono & Levin, P.C.
300 S. Grand Ave., Suite 2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Los Alamitos

"Consultant"
Big Top Rentals

By _____
Angie Avery, City Manager

By: Linda Ramage
Linda Ramage

Date: _____

Date: 2-2-2012

Attest:

By _____
Angie Avery, City Clerk

Date: _____

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

Big Top Rentals will perform the following services for the 2012 Race on the Base:

- Supply the City with the necessary rental equipment requested by the City for the Race on the Base including, but not limited to:
 - Three 40'x200'x8' white tents, positioned side-by-side
 - Thirty-two 8'x20' white sidewalls with windows
 - Lighting for the canopies
 - Water barrels to secure the canopies
 - One hundred 8' tables
 - Three hundred and thirty-six chairs
 - Ten 60" round tables
 - Ten 40" round tables
 - Fifteen 30" round tables with tall poles
 - Linens (black or dark color) table covers to accompany all tables
 - Four hundred and eighty 3' pipe and drape (black or dark color)
 - Three hundred 8' pipe and drape (black or dark color)
 - One 25K generator
 - One 45K generator
 - Eight power boxes
 - Eight power cords (minimum 50' each)
- One staff must be onsite for generators, canopy walls, and troubleshooting throughout event
- Equipment must be in excellent working and clean condition
- Adhere to the timeline approved by the Joint Forces Training Base including the approved setup time of the tents at 4:00 a.m. on Friday, February 24
- All canopies, tables, chairs, pipe and drape must be set-up by 12:00noon on Friday, February 24 to allow the vendors ample time to setup their booth space
- Teardown of all canopies, tables, chairs, pipe and drape will begin at 4:00pm or once the vendors have broken down and removed their personal items
- All rental equipment must be cleaned up and removed from the Joint Forces Training Base by the end of the day on Saturday, February 25

EXHIBIT B
APPROVED FEE SCHEDULE

Big Top Rentals will invoice the City of Los Alamitos for the rental equipment used for the Race on the Base. Although the quote for the equipment listed in the Scope of Work is \$13,732.10, the final cost for rentals may need to be revised upward due to additional registrations, weather, and/or other factors between now and the date of the race. The City agrees to pay Big Top Rentals for the equipment rented at a rate mutually agreed upon prior to the rental within six weeks of receipt of the invoice. The rental equipment for the 2012 Race on the Base is not to exceed \$20,000.

QUOTE #: 4418
 DATE: 2/24/12
 REP: 84 LR



UP:2/24/12
 DOWN:2/25/12

CITY OF LOS ALAMITOS
 10911 OAK ST
 LOS ALAMITOS, CA 90720

LOS ALAMITOS RACE ON THE BASE
 10911 OAK ST
 LOS ALAMITOS, CA 90720

COREY LAKIN
 PHN. 562-430-1073 FAX 562-594-9657

Qty	Description	Price Each	Amount
	SET UP AT 4:30AM		
	TAKE UP AT THE END OF THE RACE		
3	40' X 200' CANOPY	3200.00	9,600.00
32	SIDEWALL WINDOW 8' X 20'	35.00	1,120.00
50	WATER BARRELS with covers	10.00	500.00
24000	LIGHTING	0.05	1,200.00
100	TABLE BANQUET 8'	8.00	800.00
	tent only		
326	CHAIRS SAMSONITE IVORY	0.85	277.10
	tent only		
10	TABLE ROUND 48"	7.50	75.00
10	TABLE ROUND 60"	8.00	80.00
15	TABLE ROUND 30" TALL POLES	10.00	150.00
480	PIPE AND DRAPE 3'	3.00	1,440.00
300	PIPE AND DRAPE 8'	3.50	1,050.00
1	GENERATOR 25 K (2 DAYS)	200.00	200.00
1	GENERATOR 45K (2 DAYS)	250.00	250.00
8	POWER BOXES	40.00	320.00
8	POWER CORDS	30.00	240.00
1	FUEL	150.00	150.00
1	DISCOUNT	4000.00	-4,000.00
1	DELIVERY/PICK UP LOS ALAMITOS	80.00	80.00
1	OVERTIME FEE	200.00	200.00

THANK YOU
 FOR CONTACTING
 BIG TOP RENTALS !

SUBTOTAL 13,732.10
 MS/WC
 TOTAL 13,732.10

Client#: 103231

99002100

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Rental Specialties P.O. Box 53310 Irvine, CA 92619 800 854-3298	CONTACT NAME:		
	PHONE (A/C, No, Ext): 800 854-3298	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED Big Top Rentals, Branvid LTD, Duncan Family Trust, Sky Cannon and Bads Ltd. 2905 E. Ricker Way Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: St Paul Fire & Marine Insurance		24767
	INSURER B: Travelers Prop Cas Co of America		25674
	INSURER C: St Paul Guardian Insurance Co		24775
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

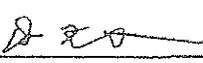
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CK00223944	08/01/2011	08/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		CA00202794	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		GL00201925	08/01/2011	08/01/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	XJUB3766T35011	08/01/2011	08/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Equipment Floater Special Form		IM00201956	08/01/2011	08/01/2012	\$910,000 Limit \$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See attached form 43356 (7-85) as additional insured/additional protected person or organization.

CERTIFICATE HOLDER

CANCELLATION

City of Los Alamitos 10911 Oak Street Los Alamitos, CA 90720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DESCRIBED PERSON OR ORGANIZATION ENDORSEMENT - ADDITIONAL PROTECTED PERSONS

THIS ENDORSEMENT CHANGES YOUR COMMERCIAL GENERAL LIABILITY PROTECTION.

HOW COVERAGE IS CHANGED

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Described person or organization. The person or organization shown in the Coverage Summary as a described person or organization is a protected person, but only for covered injury or damage that results from;

- premises you own, rent or lease; or
- your work.

We explain what we mean by your work in the Products and completed work total limit section.

OTHER TERMS

All other terms of your policy remain the same.

City of Los Alamitos & Military Department of the State of California

INSURED: Big Top Rentals
POLICY #: CK00223944
EFFECTIVE DATE: 08/01/2011

City of Los Alamitos

Agenda Report Consent Calendar

February 6, 2012
Item No: 8E

To: Mayor Troy Edgar & Members of the City Council

Via: Angie Avery, City Manager

From: Todd Mattern, Chief of Police

Subject: Amendment to Justice Assistance Grant MOU

Summary: In 2009, the City of Los Alamitos received \$10,784 in federal funding from the Recovery Act Edward Byrne Memorial Justice Assistance Grant Program (JAG). Although the City of Los Alamitos expended its funding, some Orange County cities did not; therefore, the County of Orange is requesting all grant participants sign an amended Memorandum of Understanding authorizing the remaining funds be redirected to the Orange County Pro-Active Methamphetamine Laboratory Investigation Team.

Recommendation: Authorize the Mayor to execute the Amendment to the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (ARRA JAG) Memorandum of Understanding.

Background

The City of Los Alamitos received \$10,784 from the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (ARRA JAG). Since the 2009 JAG was authorized under the Recovery Act, it was intended, in part, to preserve jobs and stabilize budgets, thus minimizing reductions in essential services. In Los Alamitos, the grant provided funding for some part-time assistance in patrol, investigations and records.

The 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant program required a single unit of county government to function as the applicant and fiscal agent to apply for, receive, and administer the funds on behalf of all eligible sub-grantees. The County of Orange, through its Sheriff's Department, served as the applicant/fiscal agent for the funding. Due to the reporting requirements for this grant, the County implemented a 9% administration fee for the 2009 JAG funding. As stipulated in the grant, the JAG funds were held in a trust account, which has been established by the County with reimbursements occurring on a quarterly basis.

In a collaborative effort, the participating agencies agreed to utilize \$349,079.65 of the original funding to supplement the Orange County Pro-Active Methamphetamine Laboratory Investigative Team (PROACT). Since local agencies do not have the

resources, specialized training, or safety equipment necessary to conduct the investigations required to combat clandestine methamphetamine laboratories, this multi-jurisdictional team functions as the sole "proactive" effort against the lab operators and traffickers within and having nexus to Orange County.

Discussion

The amendment to the original 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (ARRA JAG) Memorandum of Understanding (MOU) includes a summary directing unexpended funds be transferred by the County to the PROACT Task Force. All other terms of the Memorandum of Understanding remain the same.

The 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Memorandum of Understanding is amended to add the following paragraph:

"The parties to this Memorandum of Understanding agree that any unexpended funds remaining after the parties have submitted requests for reimbursement from the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) may be transferred by the County of Orange for use by the Orange County Pro-Active Methamphetamine Laboratory Investigation Team (PROACT)."

Fiscal Impact

Since the City of Los Alamitos has already expended its JAG funds, there is no fiscal impact for this action.

Submitted By:



Todd Mattern
Chief of Police

Approved By:



Angie Avery
City Manager

- Attachments:*
- 1. Amendment to the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (ARRA JAG) Memorandum of Understanding.*
 - 2. Agreement to Transfer Funds for FY 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program*

Amendment to the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (ARRA JAG) Memorandum of Understanding

The 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Memorandum of Understanding is hereby amended to add the following paragraph:

“The parties to this Memorandum of Understanding agree that any unexpended funds remaining after the parties have submitted requests for reimbursement from the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) may be transferred by the County of Orange for use by the Orange County Pro-Active Methamphetamine Laboratory Investigation Team (PROACT).”

All other terms of the Memorandum of Understanding remain the same.

Print Name and Title
Orange County

Signature

Print Name and Title
Anaheim City

Signature

Print Name and Title
Brea City

Signature

Print Name and Title
Buena Park City

Signature

ARRA JAG Memorandum of Understanding (continued)

Print Name and Title
Costa Mesa City

Signature

Print Name and Title
La Palma City

Signature

Print Name and Title
Fullerton City

Signature

Print Name and Title
Garden Grove City

Signature

Print Name and Title
Huntington Beach City

Signature

Print Name and Title
Laguna Beach City

Signature

Print Name and Title
La Habra City

Signature

ARRA JAG Memorandum of Understanding (continued)

Print Name and Title
Newport Beach City

Signature

Print Name and Title
Orange City

Signature

Print Name and Title
Placentia City

Signature

Print Name and Title
San Clemente City

Signature

Print Name and Title
Santa Ana City

Signature

Print Name and Title
Seal Beach City

Signature

Print Name and Title
Stanton City

Signature

ARRA JAG Memorandum of Understanding (continued)

Print Name and Title
Tustin City

Signature

Print Name and Title
Lake Forest City

Signature

Print Name and Title
Laguna Hills City

Signature

Print Name and Title
Rancho Santa Margarita City

Signature

Print Name and Title
Aliso Viejo City

Signature

Print Name and Title
Mission Viejo City

Signature

Print Name and Title
Dana Point City

Signature

ARRA JAG Memorandum of Understanding (continued)

Print Name and Title
Laguna Niguel City

Signature

Print Name and Title
Fountain Valley City

Signature

Print Name and Title
Cypress City

Signature

Print Name and Title
Los Alamitos City

Signature

Print Name and Title
Westminster City

Signature

Print Name and Title
San Juan Capistrano City

Signature

Print Name and Title
Yorba Linda City

Signature

ARRA JAG Memorandum of Understanding (continued)

Print Name and Title
Irvine City

Signature

1 required information and documentation, as set forth in Attachment B hereto ("How to Apply for FY
2 2009 Recovery Act JAG Grant Reimbursements"), which is attached hereto and incorporated herein by
3 reference. In no event will the total amount of the grant funds transferred by COUNTY to
4 SUBGRANTEE hereunder exceed SUBGRANTEE's allocation, as set forth in Attachment C hereto
5 ("FY09 Recovery Act Justice Assistance Grant Funding OC Allocation"), which is attached hereto and
6 incorporated herein by reference.

7 2. SUB-GRANTEE shall be reimbursed with said grant funds only for expenditures
8 necessary to acquire personal property or equipment as set forth in Attachment A hereto [hereinafter
9 called "grant property and equipment"] or to perform such other grant functions, if any, for which
10 Attachment A specifies that SUBGRANTEE may utilize grant funds.

11 3. Throughout their useful life, SUBGRANTEE shall use grant property and equipment
12 only for grant purposes in accordance with Attachment A hereto.

13 4. SUBGRANTEE shall exercise due care to preserve and safeguard grant property and
14 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant
15 property and equipment as are necessary, in order to keep said grant property and equipment
16 continually in good working order.

17 5. If grant property or equipment becomes obsolete, SUBGRANTEE shall dispose of it
18 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
19 grant funds.

20 6. SUBGRANTEE shall submit to the COUNTY grant program reporting documents and
21 information in accordance with requirements set out in FY2009 Recovery Act Edward Byrne Memorial
22 Justice Assistance Grant Program Reporting Requirements and as outlined in the Office of Management
23 and Budget Memorandum M-09-21 which are attached hereto as Attachment D and incorporated herein
24 by reference.

25 7. SUBGRANTEE shall comply with all applicable terms of the certifications and special
26 conditions that are attached hereto as Attachment E and incorporated herein by reference.

27 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully
28

1 bound by this Agreement and all applicable provisions of Attachments A, B, C, D and E hereto.
2 SUBGRANTEE shall notify COUNTY immediately upon discovery that it has not abided or no longer
3 will abide by any applicable provision of this Agreement or Attachments A, B, C, D or E hereto.

4 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State
5 Auditor General with respect to this Agreement for a period of three years after final payment
6 hereunder.

7 10. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and the
8 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
9 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
10 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
11 services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement,
12 including Attachments A, B, C, D and E hereto, and from any and all claims and losses accruing or
13 resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the
14 performance of this Agreement, including Attachments A, B, C, D and E hereto.

15 11. No alteration or variation of the terms of this Agreement shall be valid unless made in
16 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
17 agreement not incorporated herein shall be binding on any of the parties hereto.

18 12. SUBGRANTEE may not assign this Agreement in whole or in part without the express
19 written consent of COUNTY.

20 13. For a period of three years after final payment hereunder or until all claims related to
21 this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
22 documents, papers and records relevant to the work performed or property or equipment acquired in
23 accordance with this Agreement, including Attachments A, B, C, D and E hereto. For the same time
24 period, SUBGRANTEE shall make said documents, papers and records available to COUNTY and the
25 agency from which COUNTY received the grant funds or their duly authorized representative(s), for
26 examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon
27 request, during usual working hours.

1 14. SUBGRANTEE shall provide to COUNTY all records and information requested by
2 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
3 required to provide to the agency from which COUNTY received grant funds or other persons or
4 agencies.

5 15. COUNTY may terminate this Agreement and be relieved of the payment of any
6 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained
7 in this Agreement, including the applicable terms of Attachments A, B, C, D and E hereto, at the time
8 and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
9 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

10 16. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
11 performance of this Agreement, including Attachments A, B, C, D and E hereto, and shall not be
12 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
13 COUNTY received grant funds.

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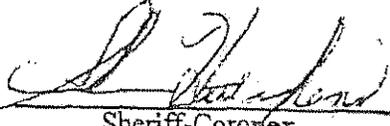
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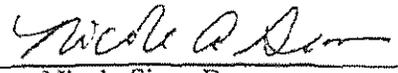
IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange,
State of California.

DATED: 8/7, 2009

COUNTY OF ORANGE, a political
subdivision of the State of California

By 
Sheriff-Coroner
"COUNTY"

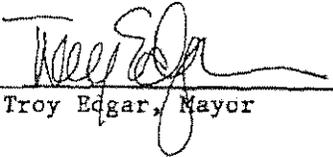
APPROVED AS TO FORM:
COUNTY COUNSEL

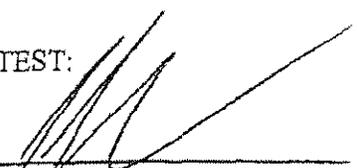
By 
Nicole Sims, Deputy

DATED: 7/15, 2009

DATED: _____, 2009

SUBGRANTEE

By 
Troy Edgar, Mayor

ATTEST:

Jeffrey L. Stewart, City Clerk

DATED: 9/11, 2009

City of Los Alamitos

Agenda Report Consent Calendar

February 6, 2012
Item No: 8F

To: Troy D. Edgar & Members of the City Council
From: Angie Avery, City Manager
Subject: Consideration of Agreement for Deputy City Clerk Services

Summary: The City Clerk position became vacant effective August 12, 2011. Between mid-August and January 2012, staff explored several options with the City Council regarding the best way to move forward with the City Clerk position in light of the fact that there will be an election this year. The City Council appointed the City Manager as Interim City Clerk pending further action. The City Council interviewed a number of candidates for the City Clerk position, but was not able to identify a viable full-time clerk candidate willing to take the position at its current salary range. Staff is recommending the City enter into a contract for temporary Deputy City Clerk services, and continue to receive support from Department Secretary, Windy Quintanar, to accomplish the Clerk functions. Staff is recommending the City Council authorize the City Manager to execute an agreement with Intellibridge Partners for Deputy City Clerk services for approximately 20 hours per week through December 2012, or a future date to be mutually agreed upon.

Recommendation: Authorize the City Manager to execute the agreement with Intellibridge Partners for Deputy City Clerk services.

Background

Adria Jiminez resigned from her position as City Clerk effective August 12, 2011. Since that time Community Development Department Secretary Windy Quintanar has been fulfilling the majority of the duties of the City Clerk position, while also supporting the Community Development Department. Between mid-August and January, several options were explored between staff and the City Council regarding the best way to move forward with the City Clerk position in this election year. The City Council appointed the City Manager as Interim City Clerk. It is now proposed that the City Manager take the official title of City Clerk, enter into a contract for temporary Deputy City Clerk services, and that Department Secretary Windy Quintanar would continue to support the Clerk function.

At the December 19, 2011 meeting, the City Council approved the designation of City Clerk responsibilities to the City Manager on a temporary basis. Since that time, several interviews were conducted for temporary Deputy City Clerk services to select the best candidate to provide election expertise through November 2012, and Department Secretary Windy Quintanar has continued to support the Clerk function.

Discussion

Staff is now recommending the City Council authorize the City Manager to execute an agreement with Intellibridge Partners for Deputy City Clerk services for approximately 20 hours per week through December 2012, or a future date to be mutually agreed upon.

The candidate provided by Intellibridge Partners is named Ms. Kathie Mendoza. Ms. Mendoza is a veteran City Clerk, having served the City of Yorba Linda as Clerk from May 2001 to November 2009. She served as Assistant Clerk of the Authority at Orange County Fire Authority from August 1999 to May 2001, and City Clerk in Dana Point from May 1997 to August 1999. Most recently, Ms. Mendoza served the cities of Brea, Yorba Linda, and Chino as Interim City Clerk and Election Consultant in three separate temporary assignments.

Ms. Mendoza's strengths are conducting elections and mentoring staff. In her proposed 20 hour assignment, Ms. Mendoza will ensure that the official duties of the City Clerk will be fulfilled while mentoring Ms. Windy Quintanar in all Clerk duties. Together they will provide the City professional and responsible service to the public, elected officials, and the employees.

Fiscal Impact

The agreement with Intellibridge Partners for the services of Ms. Kathie Mendoza is \$79.00 per hour. The total costs for the services will not exceed current budgeted amounts for the City Clerk position.

Submitted and Approved By:



Angie Avery, City Manager

Attachment: 1. *Agreement with Intellibridge Partners for Deputy City Clerk Services*



One Firm. All Angles.

February 2, 2012

Angie Avery
City of Los Alamitos
Katella Ave.
Los Alamitos, CA

Dear Ms. Avery:

In accordance with your request, we are presenting this proposal to provide on-demand services to the City of Los Alamitos. You have indicated you will require the services of a Deputy City Clerk for approximately one year. We propose to satisfy your requirements by providing the services of Kathie Mendoza.

Following is some important information about our services:

1. **RESPONSIBILITY:** On-demand staff shall report directly to you during this assignment. It is understood that the management of your organization is responsible for the substantive outcome of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of these services.
2. **EMPLOYEE:** On-demand staff at all times will be an employee of IntelliBridge Partners. Taxes, withholding, workers' compensation and all other legal requirements relating to employment shall be the responsibility of IntelliBridge and/or on-demand staff and shall not be the responsibility of the City.
3. **INSURANCE:** IntelliBridge Partners will maintain general liability, automobile liability, excess liability, workers compensation and employers' liability, and professional liability insurance for the duration of the contract. Certificates of Insurance shall be provided prior to commencement of work. The City shall be named as an additional insured on all policies.
4. **RATES:** The billing rate for these services is \$79 per hour. Overtime will be billed at time-and-a-half. Any work performed in excess of 12 hours per day will be billed at double-time. On-demand staff is not authorized to work overtime without the prior written approval of the City Manager. The base billing rate will increase 5 percent on the annual commencement date of employment (e.g. every 12 months).

3000 S Street, Ste. 300
Sacramento, CA 95816
916.642.7026

2121 N. California Blvd., Ste. 750
Walnut Creek, CA 94596
925.274.0190

2029 Century Park East, Ste. 500
Los Angeles, CA 90067
310.277.3373

4675 MacArthur Court, Ste. 600
Newport Beach, CA 92660
949.296.4364

325 Broadway, Ste. 1750
San Diego, CA 92101
619.573.1113

intellibridgepartners.com

5. BILLING: Services will be billed once a month on approximately the first day of the month.
6. EXTENSION: These services may be extended by our mutual agreement.
7. NOTICE: At any time during the performance of these services, you may terminate or significantly reduce these services for any reason with two weeks notice. Although you will have day-to-day contact with our on-demand staff, please provide information about any changes or termination directly to Mindy Jacobs at mjacobs@intellibrIDGEpartners.com or 949-296-4315.
8. GUARANTEE: If you are not satisfied with the services provided, you may discontinue the services at no charge on the first day of service. If this should occur, please notify me by telephone by 5:00 p.m. on the first day of service. If the services are continued beyond the first day, you are responsible to pay for each hour of service provided and it is understood that no credit or refund can be given for any reason. It is your responsibility to monitor the performance of the on-demand staff to the degree necessary to ensure satisfaction with the services provided.
9. RECRUITMENT FEE: Our on-demand services are made possible as a result of sustained expenses in developing and maintaining a qualified staff of interim/on-demand employees. Therefore, your utilization of our staff is on an interim basis. Should you hire our staff on a permanent basis (either full-time or part-time) or contract with them directly for any services either (a) during this interim assignment or (b) within one year following the termination of this interim assignment, you agree to immediately notify IntelliBridge Partners and to pay a recruitment fee according to the following schedule.

<u>Length of Assignment</u>	<u>Recruitment Fee</u>
1 – 500 hours	\$15,000
501 – 1000 hours	\$7,500
Over 1000 hours	no fee

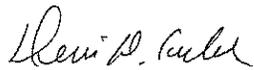
Additionally, should you refer our staff for an interim or contract assignment to any other entity, associate or business acquaintance during the time period specified above, then you agree to give immediate notice to IntelliBridge Partners of such referral and you also agree to pay a recruitment fee according to the schedule above within thirty (30) days of a hiring or contracting by such other entity.

Angie Avery
City of Los Alamitos
Page 3

Thank you for the opportunity to provide this proposal. Please call if you would like to discuss our proposal in more detail. Please acknowledge acceptance of our proposal by signing and returning one copy of this letter for our files.

Very truly yours,

INTELLIBRIDGE PARTNERS



Denise Callahan, Partner

ACCEPTANCE:

Signature: _____

Print Name: Angie Avery

Title: City Manager

Date: February 6, 2012

ABC MultiCover - AB 91 89 08 07

This endorsement modifies insurance provided under the following:

American Business Coverage

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

Unless **Personal Injury** or **Advertising Injury** is excluded from this policy:

A. **Section III - Definitions**, Item 17. **Personal Injury** is amended to include:

f. **Discrimination**

B. **Section III - Definitions**, Item 2. **Advertising Injury** is amended to include:

e. **Discrimination**

C. **Section III - Definitions** is amended to include:

30. **Discrimination** means the unlawful treatment of individuals based on race, color, ethnic origin, gender, religion, age, or sexual preference.

D. **Section II - Liability Coverage, Part H. Exclusions**, Item 1.p **Personal Injury** or **Advertising Injury** is amended to include:

(11) Arising out of **discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

(12) Arising out of **discrimination** directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling,

permanent lodging, or premises by or at the direction of any insured; or

(13) Arising out of **discrimination**, if insurance thereof is prohibited by law; or

(14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of **discrimination**.

2. Blanket Additional Insured

Section II - Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

f. Any person or organization that you are required by a written **insured contract** to include as an insured, subject to all of the following provisions:

(1) Coverage is limited to their liability arising out of:

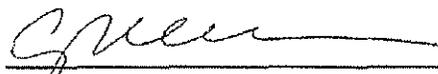
(a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or

(b) your ongoing operations performed for that insured; or

(c) that insured's financial control of you; or

(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President



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- (e) a state or political subdivision permit issued to you.
- (2) Coverage does not apply to any occurrence or offense:
 - (a) which took place before the execution of, or subsequent to the completion or expiration of, the written insured contract, or
 - (b) which takes place after you cease to be a tenant in that premises.
- (3) With respect to architects, engineers, or surveyors, coverage does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the rendering or the failure to render any professional services by or for you including:
 - (a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. Blanket Additional Insured for Vendors

Unless the **Products-Completed Operations Hazard** is excluded from this policy, **Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.** is amended to include:

- g. Any vendor but only with respect to **Bodily Injury or Property Damage** arising out of your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1. The insurance afforded the vendor does not apply to:
 - a. **Bodily Injury or Property Damage** for which the vendor is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

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

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.



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4. Blanket Waiver of Subrogation

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

5. Broadened Named Insured

Section II - Liability Coverage, Part I. Who Is An Insured, Item 4. is replaced with:

- 4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:
 - (a) you have the responsibility of placing insurance for each such entity; and
 - (b) coverage for the entity is not otherwise more specifically provided; and
 - (c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

- (a) Coverage under this provision is afforded only until the end of the policy period, or the 12 month anniversary of the policy inception date, whichever is earlier;
- (b) Coverage C does not apply to **bodily injury or property damage** that occurred

before you acquired or formed the organization;

- (c) Coverage C does not apply to **personal injury or advertising injury** arising out of an offense committed before you acquired or formed the organization.

6. Medical Payments

Unless Coverage D. Medical Payments is excluded from this policy:

- A. Section II - Liability Coverage, Part H. Exclusions, Item 2.f. is replaced with:
 - f. Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.
- B. Section II - Liability Coverage, Part G. Coverage, Item 2., is amended to include:
 - c. Coverage D. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. Tenant's Legal Liability

- A. Section III - Liability Coverage, Part J. Liability and Medical Payments Limits of Insurance, Item 3. is replaced with:
 - 3. The most we will pay under Coverage C - Liability for damages because of **property damage** to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner:
 - a. arising out of any Covered Cause of Loss shall be the greater of:
 - (1) \$1,000,000; or
 - (2) The Tenant's Legal Liability limit shown in the Declarations.

8. Chartered Aircraft

Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.g. is amended to include:

- (5) An aircraft in which you have no ownership interest and that you have chartered with crew.

9. Coverage Territory Broadened

Section III - Definitions, Item 5.a. is replaced with:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

10. Broadened Advertising Injury

Unless **Advertising Injury** is excluded from this policy:

A. **Section III - Definitions**, Item 2. is replaced with:

2. **Advertising Injury** means injury arising out of one or more of the following offenses:

- a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of trademark, copyright, title or slogan.

B. **Section II - Liability Coverage, Coverage C, Part H. Exclusions**, Items 1.p.(1) and (2) are replaced with:

- (1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

11. Broadened Personal Injury

Unless **Personal Injury** is excluded from this policy, **Section III - Property, Liability and Medical**

Payments Definitions, Items 17.b., d. and e. are replaced with:

- b. Malicious prosecution or abuse of process;
- d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

12. Broadened Personal or Advertising Injury

Unless **Personal Injury** or **Advertising Injury** is excluded from this policy, **Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.p.(4) Exclusions** is deleted in its entirety.

13. Fellow Employees Coverage

Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.a.(1) is amended as follows:

- (1) **Personal Injury** to you or to a co-employee while in the course of his or her employment, or the spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of such **Personal Injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

14. Mental Anguish Is Included in Bodily Injury

Section III - Definitions, Item 4. is replaced with:

4. **Bodily injury** means **bodily injury**, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. Unintentional Failure to Disclose Hazards

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:



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6. Unintentional Failure to Disclose Hazards

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

16. Supplementary Payments, Increase Limits

Section II - Liability Coverage, Part G. Coverage, Items 1.e. (2) and (4) are replaced with:

- (2) The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to \$500 a day because of time off work.

17. Per Location Aggregate

A. Section II - Liability Coverage, Part J. Limits of Insurance, Item 4. is amended to include:

The Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

B. Section III - Property, Liability and Medical Payments Definitions, is amended to include:

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

18. Amended Duties in the Event of an Occurrence, Offense Claim or Suit

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, Items 2.a. and b. are replaced with:

- a. In the event of an **occurrence**, offense, claim, or **suit**, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or

legal representatives are aware of the General Liability **occurrence**, offense, claim, or **suit**. Knowledge of an **occurrence**, offense, claim, or **suit** by other employee(s) does not imply you also have such knowledge.

- b. To the extent possible, notice to us should include:

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

19. **Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2. is replaced with:**

2. Coverage C - Liability

If other valid and collectible insurance is available to **any** insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written **insured contract** to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance, or;
- b. Except for the circumstance described in 2.a., above, the insurance provided under this policy is excess over any other liability insurance available to any insured whether such other insurance is written as primary, excess, contingent or any other basis. An exception applies when any insured specifically has purchased excess insurance to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part for Coverage C.

20. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage

The policy applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lesser of the actual cash value of the damaged automobile as of the time of the loss; or the cost of repairing or replacing the damaged automobile with another automobile of like

kind and quality; subject to a limit of \$25,000 in any one policy period; and

5. This coverage is not subject to the General Liability General Aggregate Limit.

21. Expected or Intended Injury - Amendment to Exclusion

SECTION I. - 2. EXCLUSIONS a. Expected or Intended Injury, is replaced by the following:

- a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

All other terms and conditions of the policy apply.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2011

PRODUCER (847) 385-6800
Lemme Insurance Group, Inc.
111 West Campbell
4th Floor
Arlington Heights, IL 60005 CA DOI Lic#OC42466

INSURED
Macias Gini & O'Connell LLP, Macias Consulting Group, Inc.,
and IntelliBridge Partners, LLC
3000 S Street, Suite 300
Sacramento, CA 95816

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C: Lexington Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	N/A			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	N/A			<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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C	OTHER Professional Liability (Errors & Omissions)	044177425	05/01/2011	05/01/2012	\$2,000,000 Per Claim & Annual Agg. \$150,000 Self-Insured Retention								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Los Alamitos
Attn: Nita McKay
3191 Katella Avenue
Los Alamitos, CA 90720

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Koerner

IMPORTANT

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

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

City of Los Alamitos

Agenda Report Discussion Items

February 6, 2012
Item No: 9A

To: Mayor Troy D. Edgar & Members of the City Council
Via: Angie Avery, City Manager
From: Steven A. Mendoza, Community Development Director
Subject: Council Update Regarding Issues in Neighboring Seal Beach

Summary: This report provides an update to the City Council regarding development related activities in the City of Seal Beach.

Recommendation: Review and Discuss.

Background

During the January 17, 2012 meeting, City Council requested an update on Seal Beach related issues including intersection improvements, new retailers, and the draft Seal Beach Housing Element.

Discussion

There are three issues that have raised interest within the community. The City of Seal Beach has recently completed intersection improvements to Seal Beach Boulevard at St. Cloud Drive, incorporating an additional left turn lane onto St. Cloud Drive. Several new retailers are under development at the Shops at Rossmoor. Finally, the City of Seal Beach is working on their Housing Element which proposes new residential units within the Shops at Rossmoor. This staff report provides the City Council with an update on these issues.

Intersection Improvements at Seal Beach Boulevard and St. Cloud

The Shops at Rossmoor is fronted on Los Alamitos/Seal Beach Boulevard, a heavily traveled thoroughfare shared by the City of Los Alamitos, the Rossmoor Community, and the City of Seal Beach. Seal Beach Boulevard is a major arterial between the 405 freeway and the City of Los Alamitos, heavily traveled by members of all three communities.

The City of Seal Beach has reconstructed the intersection of Seal Beach Boulevard and St. Cloud Drive, including a two lane turn pocket. The project will help improve traffic flow in both directions of Seal Beach Boulevard, replacing the existing one lane pocket for traffic on northbound Seal Beach Blvd. going left onto St. Cloud.

The newly constructed double left turn does not have a nexus to the new retailers at the Shops at Rossmoor. The double left has been planned by the City of Seal Beach since 2004. Grant funds were at risk of being lost and therefore the project had to be completed before December 31, 2011.

New Retailers

Several new retailers are under development at the Shops at Rossmoor including Rite Aid Drug Store, In-N-Out Burger, and a Baby's R Us/Toys R Us combination. Additionally the Stats site will be converted into three retail store fronts with a pet supply retailer and an office supply retailer. These retail sites were contemplated during the City of Los Alamitos' 2006/2007 review of the Centers' expansion.

The Rite Aid replaces the demolished Chevron, Kentucky Fried Chicken, and Verizon at the northwest corner of St. Cloud Drive and Seal Beach Boulevard. The In-N-Out Burger is nearly complete between Marie Callender's and Chipotle. The Baby's R Us/Toys R Us building replaces the previously demolished hardware store and grocery store adjacent to the existing Kohl's. The soon to be vacant Stats will undergo tenant improvements transforming the building for a pet supply retailer, an office products retailer, and one yet to be determined retailer. The attached site plan offers a visual depiction of the Shops at Rossmoor.

In 2006, lengthy discussion occurred between the Mayor of Los Alamitos and the Mayor of Seal Beach regarding impacts related to the Shops at Rossmoor development. Such discussion led to the Shops at Rossmoor hosting an Open House on the issue. During that time, the City of Los Alamitos requested a traffic study and participated in the development of the traffic study's scope of work which was then prepared by Linscott, Law, and Greenspan. The conclusions of the traffic study resulted in no further action by the City of Los Alamitos regarding the Shops at Rossmoor's eventual build out.

Seal Beach Housing Element

The City of Seal Beach has recently released their 2008-2014 Draft Housing Element that introduces one acre of parking area at the Shops at Rossmoor as a future site to develop housing units. That site is located behind Sprouts. In order to meet its regional housing obligations, the City of Seal Beach has to demonstrate where housing units can be produced and then represent such units in the Housing Element. Although Seal Beach is trying to establish this area to

meet its housing obligations, the area is still zoned commercial and furthermore, no developer has proposed to construct housing units.

In the event that the property is re-zoned or that a developer decides to build housing, an applicant would have to seek approval from the City of Seal Beach for re-zoning and or development review of the proposed units. Interested parties have expressed their desire to stop the proposed housing units from being incorporated into the Seal Beach Draft Housing Element.

The Los Alamitos Community Development Department has been notified of this project and has been cautiously observing as Seal Beach's Housing Element goes to various committees/commissions. The development of housing units on this site had not been considered previously and would generate increased traffic on Seal Beach/Los Alamitos Boulevard, the shared artery to the 405 freeway.

Outreach to the City of Seal Beach regarding the three abovementioned topics (road improvements, new retailers and the Draft Housing Element) has resulted in new dialogue between the respective City Managers. The new dialogue will lead to an improved understanding of common issues and improved delivery of information to the respective City Councils.

Staff will continue to closely monitor these developments and provide City Council updates regarding any progress.

Fiscal Impact

None.

Submitted By:

Steven A. Mendoza
Community Development Director

Approved By:



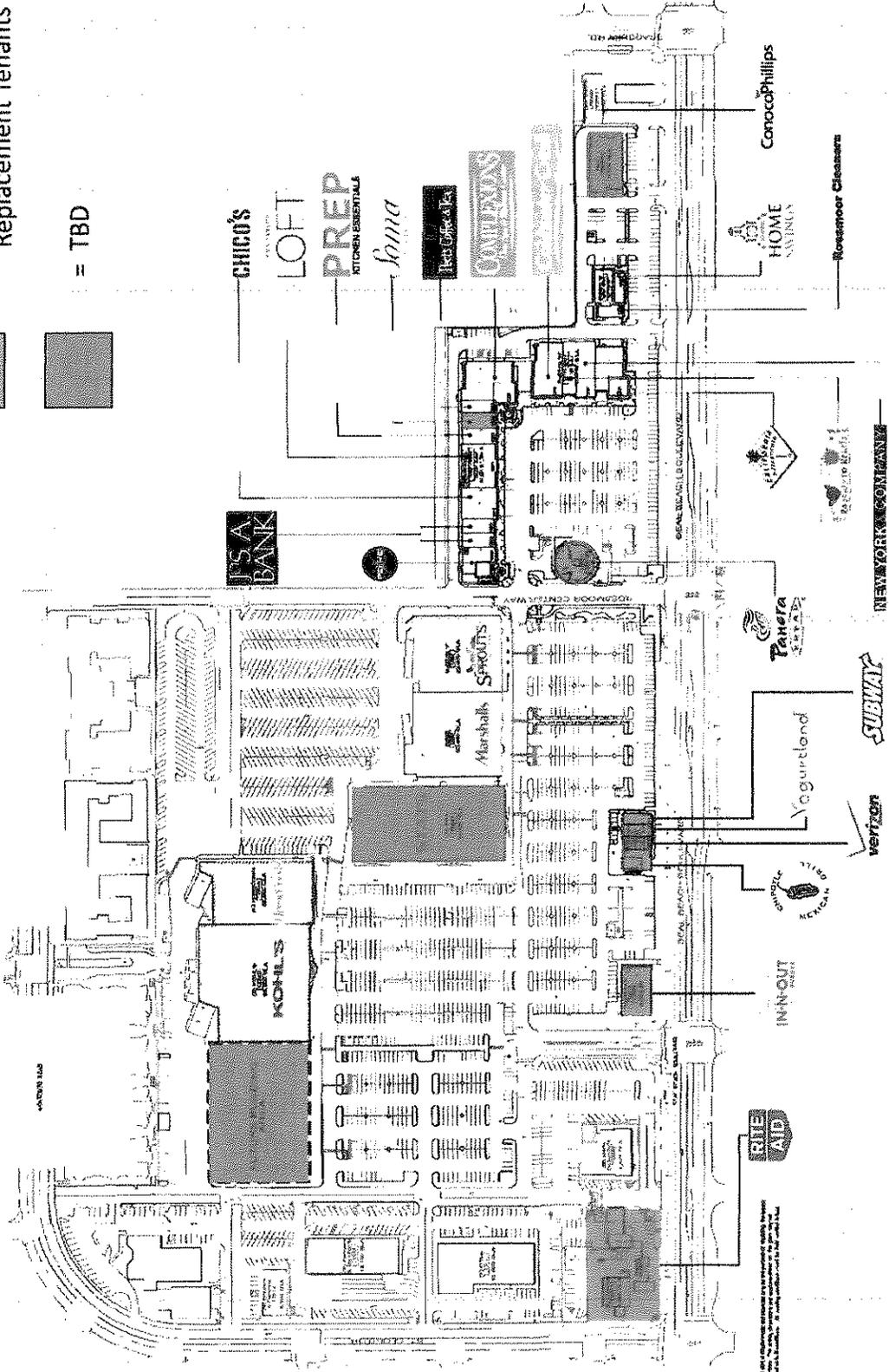
Angie Avery
City Manager

Attachment: 1. Shops at Rossmoor Site Plan

Site Plan - Development

█ = Current Development & Replacement Tenants

█ = TBD



Shops at Rossmore
 Rossmore, MA
 01968
 © Copyright 2008 - All Rights Reserved

Site Plan
 11/14/08

Shops at Rossmore
 Rossmore, MA
 01968
 © Copyright 2008 - All Rights Reserved

City of Los Alamitos

Agenda Report Discussion Items

February 6, 2012
Item No: 9B

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

From: Sandra Levin, City Attorney

Via: Angie Avery, City Manager

Subject: Consideration of Options Regarding Award of Waste Hauling Franchise and Consideration of City Council Ordinance 12-01 Amending Sections 2.60.130 and 8.12.015 of the Los Alamitos Municipal Code, Adding Section 2.60.140 Related to the Award of Services Contracts and Awarding Franchise Agreements for Solid Waste Collection Services

Summary: A trial judge ruled that the City's current waste franchise was void but could remain in place for a reasonable period of time until the City Council could take action to provide for future waste hauling services. That decision has been stayed due to the filing of an appeal. The City began the process of amending its ordinances and considering options for the future provision of waste hauling services within the city by directing staff to bring back options for consideration this evening. However, the City paused its efforts to pursue settlement discussions to try to amicably resolve the pending disputes. Settlement discussions have not proven fruitful to date and staff now recommends providing direction or taking action with regard to amending the code and clarifying the City's position regarding its waste franchise.

Recommendation:

1. Discuss and consider options for clarifying the Municipal Code, providing for a current waste franchise, and establishing a procedure for future franchise awards; and/or,
2. Select an option or options for action, or direct staff to return with additional information or options; and/or,
3. Introduce by title only and waive further reading of Ordinance No. 12-01, and set for second reading; and,
4. Mayor Edgar read the title of 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."

Background

Early in the case, the trial court dismissed all corruption charges as groundless, but the plaintiffs appealed that ruling. More recently, the court ruled that the contract award did not follow the City's Ordinances and therefore the current waste franchise could remain in place only for a reasonable time until the City Council again takes action to provide for future waste hauling services. The appeal of this ruling by Consolidated Waste Disposal (CDS) and the City leaves each side with competing appeals, a contract in place, and no pending deadline or requirement to implement the ruling by the trial court.

Discussion

As the trial court made clear, however, with or without the ruling in place, the City has a broad range of discretion and options available to it. Some of the options available to the City are listed below. The City Council may select one *or more* as some may be pursued on parallel tracks.

There are *numerous* options, including but not limited to:

1. Do not award a contract and either:
 - a. Await the results of an appeal; or
 - b. Determine how to proceed without a franchise
2. Leave the Municipal Code as it currently exists, issue a new request for proposals ("RFP"), and award it to the lowest responsible bidder.
3. Amend the Municipal Code to clarify the existing process.
4. Amend the Municipal Code to establish a new process for the award of waste franchises.
5. Amend the Municipal Code to establish a new process for the award of some or all service contracts.
6. Repeal the existing Municipal Code provisions regarding waste franchise awards and rely on State law regarding the award of waste franchises.
7. Establish a committee to make recommendations regarding the amendment or repeal of these provisions of the Municipal Code.
8. Re-award the existing franchise to CDS.
9. Use the existing bids to award a contract (either with or without further negotiations):
 - a. to CDS on identical terms to the current contract;
 - b. to CDS on different terms (e.g., higher or lower rates, shorter or longer term, etc.);

- c. to another proposer on identical terms;
- d. to another proposer on different terms;

- 10. Issue a new RFP on identical terms to the old one and proceed to contract award.
- 11. Issue a new RFP with different terms from the old one and proceed to contract award.
- 12. Begin the process to award a waste franchise to be effective upon expiration of the current franchise.

Recently, the City recognized that without an amicable resolution, the lawsuit could continue to be disruptive for the next two to three years. Mayor Stephens, Mayor Pro Tem Edgar, and Council Member Poe met and unanimously directed the City Attorney to file a notice of appeal to preserve and protect the City's rights and position, but to also pursue settlement discussions to see if there is a way to amicably resolve the pending disputes. The City Council also previously voted in favor of amending the code to clarify that services contracts are not strictly "low bid" and may be awarded based upon such factors as demonstrated competence, qualifications, and suitability for the project in general. That effort too was put on hold pending settlement discussions.

Unfortunately, the outcome of those discussions did not result in a resolution of the case. Accordingly, the Mayor requested staff return with options for consideration, including a proposed code amendment to clarify the Municipal Code, and ratify and reaffirm the existing franchise. Attached for the Council's consideration is an Ordinance that accomplishes that objective.

Fiscal Impact

None at this time.

Approved By:



Angie Avery
City Manager

- Attachments:*
- 1. *Proposed City Council Ordinance 12-01*
 - 2. *City Council Staff Report from November 7, 2011*

ORDINANCE NO. 12-01

**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**

WHEREAS, the Purchasing Ordinance of the Los Alamitos Municipal Code is currently silent with regard to procedures for the award of services contracts generally; and,

WHEREAS, the City has historically awarded services contracts based upon multiple factors, including demonstrated competence, qualifications, and suitability for the project in general, and not based solely on cost; and,

WHEREAS, except in rare circumstances, State law allows for flexibility in the award of services contracts, including allowing for award based upon such factors as demonstrated competence, qualifications, and suitability for the project in general; and,

WHEREAS, the vast majority of cities in California permit the award services contracts based upon such factors as demonstrated competence, qualifications, and suitability for the project in general, as well as cost; and,

WHEREAS, the reference to the "professional services non-public project formal bidding provisions of Chapter 2.60" contained in Section 8.12.015 of the Waste Ordinance has caused considerable debate, disruption, and expense to the City; and,

WHEREAS, the City wishes to eliminate any ambiguity or continuing dispute with regard to the procedure for award of waste franchise agreements and services agreements in general and to ensure that services contracts may be awarded based upon such factors as demonstrated competence, qualifications, and suitability for the project in general, as well as cost; and,

WHEREAS, this Ordinance is not intended to be a change in policy but is rather declarative of existing policy and practice and is intended to clarify the language of the Municipal Code so as to conform to and continue to give effect to the existing policies, practices, and intent; and,

WHEREAS, the City finds and concludes that the existing franchise was awarded in a manner consistent with the policies, practices, and intent expressed herein and in substantial compliance with the provisions of proposed Section 2.60.140 of this Ordinance and provides significant benefit to the community and wishes to ratify, affirm, approve, and re-award the franchise pursuant to its authority under State law.

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

SECTION 1. Municipal Code Amendment. Section 8.12.015 of the Municipal Code is hereby amended to read as follows:

8.12.015 Grant of franchise, contract, permit or license.

“In order to protect public health, safety, and well-being, to control the spread of vectors, and to limit sources of air pollution, noise and traffic within the City, the City Council, by resolution referring to the solid waste enterprise by name, may grant a franchise, contract, permit, or license to one or more solid waste enterprises to make arrangements with generators of solid waste, including recyclable solid wastes, green waste, construction and demolition waste, for the collection, transfer, recycling, composting, and disposal of solid wastes within all or any part of the City, in accordance with this chapter. Upon the expiration of any exclusive franchise, contract, permit, or license for the collection, transfer, recycling, composting and/or disposal of solid wastes, the City shall issue a formal request for proposals for the provision of the services covered by the franchise, contract, permit, or license. The request for proposals shall be administered consistent with the non-public project formal bidding provisions for services set forth in Section 2.60.140 of this Code, shall be sent to various qualified providers of solid waste services, and all proposals received shall be considered in the granting of a franchise, contract, permit or license. In addition, and notwithstanding the provisions of Chapter 2.60, all proposals shall be submitted in hard copy (no electronic submissions) in a sealed envelope, and shall be publicly opened at the same time. No exceptions to competitive bidding which may be provided for in Chapter 2.60 of this Code shall be utilized, and no exclusive franchise, contract, permit or license shall be renewed or extended except following the formal request for proposals process described in this chapter.”

SECTION 2. Municipal Code Amendment. Section 2.60.130 of the Municipal Code is hereby amended to read as follows:

2.60.130 City Manager purchasing authority; informal award of non-public project contracts.

A. Exemption for Personal, Professional, and Consulting Services. Except as provided in this Section and Section 2.60.140, contracts involving the acquisition of personal, professional, consulting, or other services shall not be subject to the terms of this chapter.

B. City Manager Authority to Contract for Personal, Professional, and Consulting Services. The City Manager is authorized to contract for personal, professional, and consulting services and to purchase equipment and supplies pursuant to this chapter without prior approval of the City Council when the amount of the contract is less than ten thousand dollars (\$10,000.00) and there exists an unencumbered amount in the fund account against which the expense is to be charged at least equal to the contract cost.

SECTION 3. Municipal Code Amendment. Section 2.60.140 is hereby added to the Municipal Code to provide as follows:

2.60.140 City Council review; formal award of non-public project service contracts.

A. Personal, Professional and Consulting Services: The City Council shall review and approve the scope of services prepared for every personal, professional, or consulting services contract of more than ten thousand dollars (\$10,000). Contracts for personal, professional, or consulting services shall be awarded to the contractor who will best serve the interests of the City, taking into account the demonstrated competence, qualifications, and suitability for the project in general. The City may consider the cost of personal, professional, or consulting services if the authorized contracting party (i.e., the City Council or City Manager, as applicable) determines it to be a relevant factor under the circumstances.

B. Procedure: Except as provided by ordinance, prior to the award pursuant to this section of a contract for services in which cost is to be considered as a factor, a notice inviting bids or request for proposals shall be given to various qualified providers and all proposals received shall be considered. If the director of the using department certifies that, to the best of his or her knowledge, the service can be obtained only from one vendor or contractor, and that no equivalent services are available, the notice inviting formal bids or request for proposals may be sent exclusively to such vendor or contractor. Award of the contract shall be by formal motion, resolution, or ordinance of the City Council within 24 months of receipt of bids.

C. Proposals and Awards in Substantial Compliance. Proposals received pursuant to a request for proposals process in substantial compliance with the provisions of section 2.60.140 of this Code may be considered by the City and may be the basis for a contract award.

SECTION 4. Affirmation and Re-Award: Pursuant to the City's authority under this Code and State law, including but not limited to Article 11, Section 7 of the California Constitution and Public Resources Code Section 40059, and notwithstanding any provisions of Sections 8.12.015 or 2.60.030 of this Code to the contrary:

1. All proposals received within 24 months prior to the effective date of this Ordinance pursuant to a request for proposals process in substantial compliance with the provisions of Section 2.60.140 of this Code may be considered by the City and may be the basis for a contract award.
2. The franchises and contracts approved or awarded within 24 months prior to the effective date of this Ordinance for the collection, transfer, recycling, composting, and disposal of solid wastes for the City are hereby ratified, affirmed, approved, and re-awarded effective as of the stated effective date of said franchises and contracts. Any other franchise or contract approved or awarded within 24 months prior to the effective date of this Ordinance in substantial compliance with the provisions of Section 2.60.140 of this Code may be ratified, affirmed, approved, and re-awarded by the City effective as of the originally stated effective date of said franchise or contract.
3. For purposes of this Section 4, any failure to comply with the provisions of any other section of this Ordinance or Chapter 2.60 shall not constitute non-compliance with Section 2.60.140 or Section 8.12.015.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Inconsistent Provisions. Any provision of the Los Alamitos Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 7. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED AND ADOPTED, this 21st day of February, 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 Ordinance No. 12-01 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 6th day of February, 2012 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 21st day of February, 2012, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Angie Avery, City Clerk

City of Los Alamitos

Agenda Report Ordinances

**November 7, 2011
Item No: 9A**

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager

Subject: Introduction of Ordinance No. 11-10 - Amending Sections 2.60.130 and 8.12.015 of the Los Alamitos Municipal Code and Adding Section 2.60.140 Related to the Award of Services Contracts, Including Franchise Agreements for Solid Waste Collection Services

Summary: The proposed ordinance would amend the City's purchasing ordinance and the waste franchise ordinance and expressly provide the procedure for the award of contracts for services. The amendment memorializes existing and historical practice that services contracts are not strictly "low bid" and may be awarded based upon such factors as demonstrated competence, qualifications and suitability for the project in general.

Recommendation:

Staff recommends that the City Council introduce Ordinance No. 11-10 by title only, waive full reading and agendize second reading and adoption for November 21, 2011.

Background and Discussion

Services Agreements: The Los Alamitos Municipal Code states that "contracts involving the acquisition of personal, professional or consulting services shall not be subject to [Chapter 2.60]," the City's purchasing ordinance. The municipal code as currently constituted provides no restrictions or requirements for the award of such services agreements. Accordingly, the City has never read its ordinances to require that services contracts be awarded to the "low bidder" and has instead considered the relative qualifications and experience of the prospective service providers, along with cost. Except in rare circumstances, state law allows for such flexibility in the award of services contracts, including allowing for award based upon factors such as demonstrated competence, qualifications and suitability for the project in general. And, in staff's experience, the vast majority of cities in California permit the award of services contracts based upon such factors.

Therefore, the City has historically awarded services contracts based upon multiple factors, including demonstrated competence, qualifications and suitability for the project in general, and not based solely on cost. An example of such may be seen in the staff recommendation regarding race management services for the upcoming "Race on the Base" event. Another example would be the recent selection of the consultant currently

assisting the City in the preparation of its General Plan update (who was identified as the preferred provider, although not the lowest bid).

In 2008, the city attorney prepared a proposed amendment to the City's purchasing ordinance to expressly state that contracts for professional and other services could be awarded based upon such factors as demonstrated competence, qualifications and suitability for the project in general. However, the ordinance was never placed on the agenda for council consideration. It appears that the institutional memory required for completion was lost due to three new Council members being elected or appointed to the City Council since 2008, as well as the appointments of a new City Manager, City Clerk and City Attorney.

Waste Franchise Agreements: On November 3, 2008, the City Council approved Ordinance No. 8-04, which amended the Los Alamitos Municipal Code (LAMC) to require that upon the expiration of the former waste collection franchise on December 31, 2010, the City would be "required to issue a formal request for proposals for all future exclusive franchise, contract, permit or license for the collection, transfer, recycling, composting and/or disposal of solid waste." The ordinance further required that waste franchise agreements be "administered consistent with the professional services non-public project formal bidding provisions of chapter 2.60." This reference to chapter 2.60 has been interpreted by different people in varying ways and, therefore, caused considerable debate, disruption and expense to the City.

Some have subsequently interpreted that change to mean that the Council was required to go to a "low bid" as required for purchases of equipment and supplies under Section 2.60.030 of the LAMC. Others, including the former city attorney who drafted the ordinance, contend that it does not require a "low bid" process and allows for consideration of other factors, such as demonstrated competence, qualifications and suitability for the project in general. This is consistent with state law, which allows cities complete flexibility in how they award waste franchises. It is also consistent with the vast majority of jurisdictions in California which consider factors other than cost in awarding waste franchise agreements. (Indeed, after extensive research and expert testimony, only one city in the state was identified that used a "low-bid" process for the award of a waste collection franchise.)

Comments at the City Council meeting in which Ordinance No. 8-04 was introduced on October 6, 2008, are also consistent with this interpretation. The former City Attorney serving the Council at that time agreed that a "sealed bid" provision could be included in the ordinance, but was clear in stating to the City Council that bids for refuse collection franchises do not lend themselves "to one bottom-line number and the lowest bidder getting it." Upon being questioned by a member of the Council, the former City Attorney stated that the issues would be addressed with a "new purchasing ordinance" that his office was drafting at that time. That ordinance would allow the City Council to take into account such criteria as demonstrated competence, professional qualifications and suitability for the project in general. However, as mentioned previously, the new purchasing ordinance was not subsequently brought forward and considered by the Council.

Amendment of Section 2.60 of the LAMC
City Council Meeting
November 7, 2011

Recently, a trial court ruled that section 8.12.015 required a "low bid" process under section 2.60.030 for the award of waste franchises in Los Alamitos. The court also indicated its intent to declare the existing contract void but noted that the City has the authority and discretion to amend its code or take any other action to remedy the situation and left the contract in place for the time being. The court also observed that the ordinances could be "a lot cleaner, tighter and easier to follow." No final order or judgment has issued yet and the City is still considering whether to appeal the decision when it does issue. . Meanwhile, City staff recommends that the City Council amend the code to eliminate any ambiguity or continuing dispute with regard to the procedure for award of waste franchise agreements and services agreements in general and to ensure that services contracts may be awarded based upon such factors as demonstrated competence, qualifications and suitability for the project in general, as well as cost.

A proposed ordinance is attached and includes language drafted and recommended by the former City Attorney in 2008 clarifying that professional services contracts need not be awarded to the low bidder and that numerous factors should be taken into consideration. The ordinance is not intended to be a change in policy but rather an effort to clarify the language so as to continue the existing practice and intent.

The ordinance would provide as follows:

Section 8.12.015 of the Municipal Code is hereby amended to read as follows (changes in *italics*):

8.12.015 Grant of franchise, contract, permit or license.

In order to protect public health, safety and well-being, to control the spread of vectors, and to limit sources of air pollution, noise and traffic within the city, the city council, by resolution referring to the solid waste enterprise by name, may grant a franchise, contract, permit or license to one or more solid waste enterprises to make arrangements with generators of solid waste, including recyclable solid wastes, green waste and construction and demolition waste, for the collection, transfer, recycling, composting and disposal of solid wastes within all or any part of the city, in accordance with this chapter. Upon the expiration of any exclusive franchise, contract, permit or license for the collection, transfer, recycling, composting and/or disposal of solid wastes, the city shall issue a formal request for proposals for the provision of the services covered by the franchise, contract, permit or license. The request for proposals shall be administered consistent with the professional services non-public project formal bidding provisions of *Section 2.60.140* of this code, shall be sent to various qualified providers of solid waste services, and all proposals received shall be considered in the granting of a franchise, contract, permit or license. In addition, and notwithstanding the provisions of Chapter 2.60, all proposals shall be submitted in hard copy (no electronic submissions) in a sealed envelope, and shall be publicly opened at the same time. No exceptions to competitive bidding which may be provided for in Chapter 2.60 of this code shall be utilized, and no

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exclusive franchise, contract, permit or license shall be renewed or extended except following the formal request for proposals process described in this chapter.

Section 2.60.130 of the Municipal Code is hereby amended to read as follows (changes in *italics*):

2.60.130 City manager purchasing authority; *informal award of non-public project contracts.*

A. Exemption for Personal, Professional and Consulting Services. *Except as provided in this section and section 2.60.140, contracts involving the acquisition of personal, professional or consulting services shall not be subject to the terms of this chapter.*

B. City Manager Authority to Contract for Personal, Professional and Consulting Services. The city manager is authorized to contract for personal, professional and consulting services and to purchase equipment and supplies pursuant to this chapter without prior approval of the city council when the amount of the contract is less than ten thousand dollars (\$10,000.00) and there exists an unencumbered amount in the fund account against which the expense is to be charged at least equal to the contract cost.

Section 2.60.140 is hereby added to the Municipal Code to provide as follows:

2.60.140 City council review; formal award of non-public project service contracts.

A. Personal, Professional and Consulting Services: The city council shall review and approve the scope of services prepared for every personal, professional or consulting services contract of more than ten thousand dollars (\$10,000). Contracts for personal, professional or consulting services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, qualifications and suitability for the project in general. The city may consider the cost of personal, professional or consulting services if the authorized contracting party (i.e., the city council or city manager, as applicable) determines it to be a relevant factor under the circumstances.

B. Procedure: Prior to the award pursuant to this section of a contract for services in which cost is to be considered as a factor, a notice inviting bids shall be given to various qualified providers and all proposals received shall be considered. If the director of the using department certifies that, to the best of his or her knowledge, the service can be obtained only from one vendor or contractor, and that no equivalent services are available, the notice inviting formal bids or request for proposals may be sent exclusively to such vendor or

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contractor. Award of the contract shall be by formal motion, resolution or ordinance of the City Council within 24 months of receipt of bids.

The ordinance does not affect existing agreements or invalidate bids received prior to its effective date. Rather, the ordinance provides:

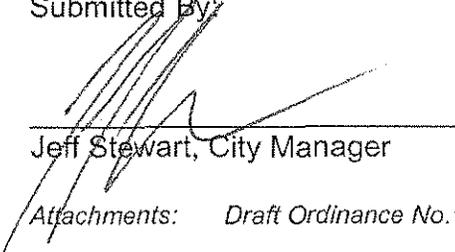
“Effect on Past Actions. This ordinance shall have no effect on contracts awarded prior to the effective date of this ordinance. All bids obtained in a manner consistent with state law and sections 2.60.130 and 2.60.140 herein, whether received prior to the effective date of this ordinance or thereafter, may be considered by the authorized contracting party and may be the basis for a contract award.”

Staff recommends that the City Council introduce Ordinance No. 11-10 by title only, waive full reading and agendaize second reading and adoption for November 21, 2011.

Fiscal Impact

None

Submitted By:



Jeff Stewart, City Manager

Attachments: *Draft Ordinance No.11-10*

Amendment of Section 2.60 of the LAMC
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ORDINANCE NO. 11-10

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS AMENDING SECTIONS 8.12.015 AND
2.60.130 OF THE MUNICIPAL CODE AND ADDING
SECTION 2.60.140 TO THE MUNICIPAL CODE**

WHEREAS, the Purchasing Ordinance of the Los Alamitos Municipal Code is currently silent with regard to procedures for the award of services contracts generally;

WHEREAS, the City has historically awarded services contracts based upon multiple factors, including demonstrated competence, qualifications and suitability for the project in general, and not based solely on cost;

WHEREAS, except in rare circumstances, state law allows for flexibility in the award of services contracts, including allowing for award based upon such factors as demonstrated competence, qualifications and suitability for the project in general;

WHEREAS, the vast majority of cities in California permit the award services contracts based upon such factors as demonstrated competence, qualifications and suitability for the project in general, as well as cost;

WHEREAS, the reference to the "professional services non-public project formal bidding provisions of chapter 2.60" contained in section 8.12.015 of the Waste Ordinance has caused considerable debate, disruption and expense to the City;

WHEREAS, the City wishes to eliminate any ambiguity or continuing dispute with regard to the procedure for award of waste franchise agreements and services agreements in general and to ensure that services contracts may be awarded based upon such factors as demonstrated competence, qualifications and suitability for the project in general, as well as cost; and

WHEREAS, this ordinance is not intended to change in policy but rather to clarify the language of the Municipal Code so as to continue the existing practice and intent.

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

Section 1. Municipal Code Amendment. Section 8.12.015 of the Municipal Code is hereby amended to read as follows:

8.12.015 Grant of franchise, contract, permit or license.

"In order to protect public health, safety and well-being, to control the spread of vectors, and to limit sources of air pollution, noise and traffic within the city, the city council, by resolution referring to the solid waste enterprise by name, may grant a franchise, contract, permit or license to one or more solid waste

enterprises to make arrangements with generators of solid waste, including recyclable solid wastes, green waste and construction and demolition waste, for the collection, transfer, recycling, composting and disposal of solid wastes within all or any part of the city, in accordance with this chapter. Upon the expiration of any exclusive franchise, contract, permit or license for the collection, transfer, recycling, composting and/or disposal of solid wastes, the city shall issue a formal request for proposals for the provision of the services covered by the franchise, contract, permit or license. The request for proposals shall be administered consistent with the professional services non-public project formal bidding provisions of ~~Chapter~~ Section 2.60.140 of this code, shall be sent to various qualified providers of solid waste services, and all proposals received shall be considered in the granting of a franchise, contract, permit or license. In addition, and notwithstanding the provisions of Chapter 2.60, all proposals shall be submitted in hard copy (no electronic submissions) in a sealed envelope, and shall be publicly opened at the same time. No exceptions to competitive bidding which may be provided for in Chapter 2.60 of this code shall be utilized, and no exclusive franchise, contract, permit or license shall be renewed or extended except following the formal request for proposals process described in this chapter."

Section 2. Municipal Code Amendment. Section 2.60.130 of the Municipal Code is hereby amended to read as follows:

2.60.130 City manager purchasing authority; informal award of non-public project contracts.

A. Exemption for Personal, Professional and Consulting Services. Except as provided in this section and section 2.60.140, cContracts involving the acquisition of personal, professional or consulting services shall not be subject to the terms of this chapter.

B. City Manager Authority to Contract for Personal, Professional and Consulting Services. The city manager is authorized to contract for personal, professional and consulting services and to purchase equipment and supplies pursuant to this chapter without prior approval of the city council when the amount of the contract is less than ten thousand dollars (\$10,000.00) and there exists an unencumbered amount in the fund account against which the expense is to be charged at least equal to the contract cost.

Section 3. Municipal Code Amendment. Section 2.60.140 is hereby added to the Municipal Code to provide as follows:

2.60.140 City council review; formal award of non-public project service contracts.

A. Personal, Professional and Consulting Services: The city council shall review and approve the scope of services prepared for every personal, professional or consulting services contract of more than ten thousand dollars (\$10,000). Contracts for personal, professional or consulting services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, qualifications and suitability for the project in general. The city may consider the cost of personal, professional or consulting services if the authorized contracting party (i.e., the city council or city manager, as applicable) determines it to be a relevant factor under the circumstances.

B. Procedure: Prior to the award pursuant to this section of a contract for services in which cost is to be considered as a factor, a notice inviting bids shall be given to various qualified providers and all proposals received shall be considered. If the director of the using department certifies that, to the best of his or her knowledge, the service can be obtained only from one vendor or contractor, and that no equivalent services are available, the notice inviting formal bids or request for proposals may be sent exclusively to such vendor or contractor. Award of the contract shall be by formal motion, resolution or ordinance of the City Council within 24 months of receipt of bids.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Effect on Past Actions. This ordinance shall have no effect on contracts awarded prior to the effective date of this ordinance. All bids obtained in a manner consistent with state law and sections 2.60.130 and 2.60.140 herein, whether received prior to the effective date of this ordinance or thereafter, may be considered by the authorized contracting party and may be the basis for a contract award.

Section 6. Inconsistent Provisions. Any provision of the Los Alamitos Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

Section 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED, this ____ day of _____, 2011
by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Kenneth Stephens, Mayor

ATTEST:

Jeffrey Stewart, Interim City Clerk
City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

INITIATION OF LITIGATION: (G.C. 54956.9(c)) One Case
(adv. Council Member Kusumoto)

13. ADJOURNMENT

The next meeting of the City Council is scheduled for **TUESDAY, February 21, 2012**, in the City Council Chambers.

