

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING

Monday, May 21, 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** Council Member Kusumoto
4. **INVOCATION** Mayor Edgar

5. PRESENTATIONS

- A. Presentation of Certificates of Recognition to Instructor Yin Liu and the Los Alamitos Portrait Workshop Class First Place Winners**
- B. PowerPoint Presentation by Aaron Berenschot, Coordinator, on OC Crime Stoppers Introducing the Organization to 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.

7. REGISTER OF MAJOR EXPENDITURES

Approve the Register of Major Expenditures for May 21, 2012, in the amount of \$265,607.05.

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 the Minutes of the Special Meeting of May 7, 2012.
 - 2. Approve the Minutes of the Regular Meeting of May 7, 2012.

- B. Warrants (Finance)**
Approve the Warrants for May 21, 2012, in the amount of \$71,379.07.

- C. Resolutions Pertaining to the November 6, 2012, General Municipal Election (City Clerk)**
The City of Los Alamitos General Municipal Election will be held on Tuesday, November 6, 2012. It is City policy to consolidate the local election with the County of Orange. In order to enable such consolidation, it is necessary to adopt resolutions calling and giving notice of the election, requesting consolidation with the County, and adopting regulations pertaining to materials prepared by any candidate for a municipal election, including costs of candidates' statements.

Recommendation:

1. Adopt Resolution No. 2012-04, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA"; and,
2. Adopt Resolution No. 2012-05, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE"; and,
3. Adopt Resolution No. 2012-06, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012."

D. Pool Service and Maintenance Contract (Recreation)

This agenda item requests the approval of a professional services agreement with Decksides Pool Service for service and maintenance of the pool.

Recommendation: Authorize the City Manager to execute a contract with Decksides Pool Service for service and maintenance at the pool. This contract is for the second optional extension of a one-year contract with two optional one-year extensions. The contract originated in FY 2010-2011. The contract is not to exceed \$20,000 annually.

E. Activities Guide Brochure Printing Contract (Recreation)

This agenda item requests the approval of a professional services agreement with Weber Printing Company, Inc. to print the Recreation and Community Services Activities Guide.

Recommendation: Authorize the City Manager to execute a contract with Weber Printing Company, Inc. to print the Recreation and Community Services Activities Guide. This contract is for the first year optional extension of a one-year contract with two optional one-year extensions.

The original contract originated in FY 2011-2012. The contract is not to exceed \$16,000 annually.

F. Amendment No. 1 to Professional Services Agreement for Building and Safety Services (Community Development)

This item is to consider continuing services with Charles Abbott Associates to provide Building and Safety services. The current Professional Services Agreement (PSA) expires on June 30, 2012, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 1 of the PSA with Charles Abbott Associates for Building and Safety services.

G. Amendment No. 1 to Professional Services Agreement for City Engineer Services (Community Development)

This item is to consider continuing services with Willdan Engineering to provide Engineering services. The current Professional Services Agreement (PSA) expires on June 30, 2012, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 1 of the PSA with Willdan Engineering for Engineering services.

H. Local Landmark Designation – Los Alamitos Museum (Comm. Dev.)

This is an item to consider allowing a City owned property be designated as a local landmark in accordance with Section 17.22 of the Los Alamitos Municipal Code.

Recommendation: Authorize the application for the Los Alamitos Museum, 11062 Los Alamitos Boulevard, as a local landmark designation and authorize the City Manager to sign the necessary application.

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

9. DISCUSSION ITEMS

A. Consideration of a Reduction of Tax Rate and Modernization of the Current Telephone Users Tax (City Manager)

The City currently receives approximately \$650,000 yearly from the tax on telephone users (TUT). The City's tax is outdated because of new communications technologies and billing practices. As a result, people who use older technologies are paying the tax, while those who use newer, advanced technologies may not get taxed. In addition, similar, outdated taxes in other cities have been the subject of lawsuits. In the event of a successful challenge to the City's tax, the City could lose some or all of the \$650,000 in revenue from the TUT. These revenues pay for

numerous City services including police, public works, and parks and recreation.

The remedy for the outdated tax is to modernize the existing ordinance to amend the Municipal Code Section 3.20.070 (Telephone User Tax). A modernized ordinance would require annual reporting and public disclosure; modernize the language to treat taxpayers equally regardless of technology used; and use the proceeds to fund general municipal services, such as police, public works, and parks and recreation. The ordinance could also change the rate of the City's tax on communications users (e.g., lowering it from 6% to 5.5%) or leave it the same.

Recommendation: Staff seeks authority to move ahead with the planning and execution of two Community Workshops in June to educate the community, answer questions and determine placement of the measure on the ballot. Staff views this as an issue brought forward to protect General Fund revenue and one that requires broad community support to succeed.

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. ADJOURNMENT

The next meeting of the City Council is scheduled for **Monday, June 4, 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.


Windmore Quintanar
Department Secretary

5/17/12
Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
May 21, 2012

Pages:

01	\$ 38,305.76	Major Warrants	05/21/2012
	\$ 137,446.68	Payroll	05/11/2012
	\$ 89,854.61	Payroll Benefits	05/11/2012

Total \$ 265,607.05

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 16th day of May, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COLANTUONO & LEVIN, PC	LOS AL MED CENTER	GENERAL FUND	NON-DEPARTMENTAL	460.00
	TRASH CONTRACT	GENERAL FUND	NON-DEPARTMENTAL	5,906.60
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	13,904.08
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	630.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	1,349.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	36.08
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	427.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	2,093.00
			TOTAL:	<u>24,805.76</u>
REDFLEX TRAFFIC SYSTEMS, INC.	PHOTO ENFORCEMENT	GENERAL FUND	TRAFFIC	13,500.00
				TOTAL:

===== FUND TOTALS =====
10 GENERAL FUND 38,305.76

GRAND TOTAL: 38,305.76

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – May 7, 2012

1. CALL TO ORDER

The City Council met in Special Session at 5:00 p.m., Monday, May 7, 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
Anita Agramonte, Finance Director
Corey Lakin, Community Services Director
Todd Mattern, Police Chief
Steven Mendoza, Community Development Director
Cassandra Palmer, Support Services 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. Review of Proposed Fiscal Year 2012-13 Operating Budget (Finance)

This report provided the City Council with the preliminary Fiscal Year 2012-13 General Fund Proposed Operating Budget.

City Manager Avery gave a brief introduction and introduced Finance Director Agramonte.

Finance Director Agramonte summarized the staff report, referring to the information contained therein, provided a PowerPoint presentation, and answered questions from the City Council.

City Council and staff discussed the following topics:

- Detail for the Transfers In

- Distribution of funds received from Consolidated Disposal Services (CDS)
- Tracking and collecting the contracted about of \$75,000 in annual sales tax revenue from CDS
- Possible revenue generation from the expansion of Los Alamitos Medical Center (LAMC) with its Medical Office Building (MOB) and parking structure
- General Fund revenues offsetting the Business and Residential Improvement Program
- Savings from unfilled positions in current year and projection to have the positions filled next year
- Status regarding water rate increases
- Staffing in Public Works
- Reserve balance of the General Fund
- Sustaining the GASB fund
- Funding list for Community Outreach portion of the CDS contract
- Sustaining the 4th of July event
- Proceeding cautiously and ensuring expenditures continue to come in less than revenue
- Utilities Users Tax (UUT) as a main portion of the City's revenue and regulatory issues that may affect the revenue source
- Council's position to attract and retain an efficient Police Department to ensure public safety
- Spending reserves on special projects (i.e. General Plan, Business and Residential Improvement Program, Community Giveback), not on operating expenses

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

City Council and staff discussed the following topics:

- Decrease in Worker's Compensation due to a decrease in claims
- Request to bring back water rate increase highlights and potential for other providers

The City Council :

1. Reviewed the Fiscal Year 2012-13 General Fund revenue estimates and proposed departmental operating expenditures for the upcoming fiscal year; and
2. Directed staff regarding adjustments to the Proposed Operating Budget for Fiscal Year 2012-13.

5. **ADJOURNMENT**

The City Council adjourned the meeting at 6:04 p.m. The next meeting of the City Council is scheduled for **Monday, May 7, 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

REGULAR MEETING – May 7, 2012

1. CALL TO ORDER

The City Council met in Regular Session at 7:01 p.m., Monday, May 7, 2012, in the Council Chambers, 3191 Katella Avenue, Mayor Edgar presiding.

2. ROLL CALL

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

Absent: Council Members: None

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

3. PLEDGE OF ALLEGIANCE

Council Member Graham-Mejia led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Poe gave the invocation.

5. PRESENTATIONS

A. Presentation of Certificates of Recognition to the Los Alamitos High School Girls' Cheer Team for winning the Universal Cheer Association's National Championship

Mayor Edgar asked the Los Alamitos Unified School District Board Members Diana Hill and Karen Russell to join the Council. The City Council presented Certificates of Recognition to the Girls' Cheer Team and their coaches. The coaches spoke briefly regarding the season.

B. Presentation of a Certificate of Recognition to Music Sur La Mer Youth Symphony for its 10th Year Anniversary and Presentation of a Commendation to Marcy A. Sudock, Musical Director

The City Council presented awards to Mark and Marcy Sudock. Ms. Sudock gave a brief background on the program.

C. Presentation of a Certificate of Appreciation to Corporal Chris Anderson for Demonstrating Extraordinary Heroism

The City Council asked Police Chief Mattern to join the Council. Police Chief Mattern gave an overview of the events and introduced Corporal Chris Anderson and his family. The City Council presented a Certificate of Appreciation to Corporal Anderson.

RECESS

The City Council took a brief recess at 7:30 p.m.

RECONVENE

The City Council reconvened in Regular Session at 7:38 p.m.

6. ORAL COMMUNICATIONS

Mayor Edgar opened Oral Communications.

Travis Allen, candidate for 72nd Assembly District, spoke regarding his campaign.

Mayor Edgar closed Oral Communications.

7. REGISTER OF MAJOR EXPENDITURES

Motion/Second: Graham-Mejia/Poe

Unanimously Carried: The City Council approved the Register of Major Expenditures for May 7, 2012, in the amount of \$708,626.13.

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: Poe/Stephens

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

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

B. Warrants (Finance)
The City Council approved the Warrants for May 7, 2012, in the amount of \$98,150.

C. Approval of Plans and Specifications and Authorization to Bid for Cerritos Avenue Rehabilitation Project Improvements (CIP No. 11/12-04) (Public Works)
This report recommended actions to begin facilitating the construction of Cerritos Avenue Rehabilitation Project Improvements.

The City Council:

1. Approved the plans and specifications for the construction of Cerritos Avenue Rehabilitation Project Improvements (CIP No. 11/12-04); and,
2. Authorized staff to advertise and solicit bid proposals.

D. Award Bid for Various Street Projects(CIP No. 11/12-03) (Pub. Works)
This report recommended action to begin facilitating the construction of the Various Street Projects (CIP No. 11/12-03). The projects are as follows: Street & Traffic Signal Improvements at the Humbolt and Cerritos Intersection; Access Ramp Improvements in the Carrier Row Neighborhood; Street Improvements on Calle Lee and Corporate Center Drive; Drainage Improvements on Katella Avenue and Siboney Street; and Street Improvements on Via El Mercado.

The City Council:

1. Awarded construction of the Various Street Projects (CIP No. 11/12-03) to Shawnan in the amount of \$431,878.63; and,
2. Authorized the Mayor to execute the contract for the project; and,
3. Authorized staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$43,187.86, which is 10% of the original contract amount.

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

A. Approval of Minutes (City Clerk)
Approve Minutes of the Regular Meeting of March 19, 2012.

Council Member Graham-Mejia stated for the record her belief that the Council minutes should be more informative and inclusive. Stated her belief the current form of minutes are not transparent for the community and do not offer a sufficient historical resource for future Council's and interested residents.

Motion/Second: Poe/Stephens

Carried 4/1 (Graham-Mejia cast the dissenting vote): The City Council approved the Minutes of the Regular Meeting of March 19, 2012.

9. ORDINANCES

A. **Second Reading of Ordinance No. 12-03 – Amendment to the Los Alamitos Municipal Code Relating to Special Meetings of the City Council (City Manager)**

At its regular meeting of April 16, 2012, the City Council conducted a first reading of Ordinance No. 12-03, amending the Los Alamitos Municipal Code relating to the manner in which special meetings of the City Council are called.

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

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

Council Member Graham-Mejia stated for the record at the last Council meeting she had clarified there would be no special circumstances in relation to staff reports brought forward by only two Council Members.

Motion/Second: Poe Stephens

Unanimously Carried: The City Council:

1. Waived reading in full and authorized reading by title only of Ordinance No. 12-03; and,
2. City Attorney Levin read by title Ordinance No. 12-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL."
3. Adopt Ordinance No. 12-03 by roll call vote.

Roll Call Vote

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

B. Second Reading of Ordinance No. 12-02 - Amendment to the Los Alamitos Municipal Code to Provide for One City Council Meeting Per Month (City Manager)

At its regular meeting of April 16, 2012, the City Council conducted a first reading of Ordinance No. 12-02, which provided for one City Council meeting per month.

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

Mayor Edgar opened the item for public comment.

JM Ivler, resident, spoke in opposition.

Mayor Edgar closed the item for public comment.

City Council and Staff discussed the following topics:

- Consolidating to once a month meetings was an effort to reduce staff time and not an effort to reduce transparency
- No correlation between consolidation of meetings and the upcoming election
- Residents ability to contact the City Council, City Manager, and Staff at any time
- Savings from reduced staff time and cost of videoing the meetings would be beneficial to the City
- Transparency would remain due to the safeguard adopted with Ordinance 12-03 that allows two Council Members to call for a Special meeting

Motion/Second: Poe/Graham-Mejia

Unanimously Carried: the City Council:

1. Waived reading in full and authorize reading by title only of Ordinance No. 12-02; and,
2. City Attorney Levin read by title Ordinance No. 12-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS

ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL.”

3. Adopt Ordinance No. 12-02 by roll call vote.

Roll Call Vote

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

10. DISCUSSION ITEMS

A. Appointment of City Council Ad Hoc Subcommittee to Consider Use of Reserve Funds to Benefit the Community (City Manager)

At the February 21, 2012 meeting, the City Council voiced support to use the equivalent of 1% of the Utility Users Tax or \$358,333 from the Reserve fund as a rebate back to the residents in the form of programs and/or projects that could benefit the community as a whole.

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

City Council and staff discussed the following topics:

- Purpose of the funds was for a give back to the entire community
- Process for appointment of the subcommittee
- Surveying the community regarding their priorities
- The amount of time and dedication that goes into volunteering for an Ad Hoc Subcommittee

Council Member Stephens nominated Council Member Graham-Mejia and Mayor Pro Tem Poe for the subcommittee.

Council Member Graham-Mejia nominated Council Member Kusumoto.

Council Member Kusumoto stated interest in serving and stated a sunset date for the subcommittee would be beneficial.

Mayor Pro Tem Poe stated interest in serving on the committee.

Mayor Edgar stated the committee would also be discussing the Utilities Users Tax (UUT), as it was a significant source of General Fund revenue.

City Attorney Levin recommend revising item #2 to add “and discuss the future of the UUT.”

The City Council and Staff discussed the UUT and the subdivision of that tax, the Telecommunications Users Tax (TUT).

Motion/Second: Graham-Mejia/Kusumoto

Carried 3/2 (Stephens and Poe cast the dissenting votes): The City Council appointed Council Members Graham-Mejia and Kusumoto to serve as an ad hoc subcommittee to work with staff to (1) identify City projects and/or programs that will benefit the community, (2) gather community input to prioritize the projects/programs and discuss the future of the Utilities Users Tax, and (3) implement the projects/programs.

11. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

Council Member Stephens spoke regarding attendance at the Dedication of Fire Station 17 in Cypress and attendance at the fundraiser for Mayor Edgar’s Assembly campaign

Council Member Kusumoto requested Council Member Stephens speak regarding the L.A. riots 20 years ago and stated it was Asian Pacific Heritage Month. Council Member Stephens obliged and stressed the importance of respecting one another.

Council Member Kusumoto asked the City Attorney if he had been indemnified on the alleged Brown Act violations brought against him.

City Attorney Levin stated there was no clear cut legal analysis and indemnification could not occur without City Council action.

Council Member Graham-Mejia spoke regarding the following topics: stated support for having the City hired prosecutor provide an opinion regarding Council Member Kusumoto’s alleged Brown Act violations; encouraged participating with Donate Life; congratulated the Los Alamitos High School Track Team for making it to Sunset League Finals; stated interest in having the Los Alamitos Boulevard Project put on the November 6, ballot; thanked Tank Farm for being a business in the City; emergency preparedness through CERT; gopher control at Laurel Park; and the condition of Orville Lewis Basketball courts.

Mayor Edgar spoke regarding the following topics: attendance at the Orange County Sanitation District and Operation meeting; attendance at the Black April fundraiser; Business and Residential Improvement Program; Casa Youth’s 35th Anniversary celebration; attendance for the arrival of fallen soldier Private First Class Christian Sannicolas; attendance at the Pinning Ceremony for new Police

Officer Zachary Sprague; Laurel Park Re-Opening Ceremony on June 4th at 5:00 p.m.; stated interest in Staff looking at options for preserving St. Isidore Historical Plaza; and, attendance at the Cinco de Mayo event at St. Isidore.

Mayor Pro Tem Poe spoke regarding the following topics: attendance at the West-Comm budget meeting; attendance as the Orange County Library Board budget meeting; attendance at the Cino de Mayo event at St. Isidore; support for Music Sur La Mer Youth Symphony; congratulated new Police Officer Zachary Sprague; congratulated Tank Farm on the success of their business and welcomed the new business into the City; and, support for expanding Partners in Preparedness.

Mayor Edgar noted the upcoming Chamber Ribbon Cuttings on May 9 at OC Breeze Newspaper and Kitchen and Bath Design. He congratulated Gage Mejia for placing first in the long jump and making it to the CIF Preliminaries.

12. ITEMS FROM THE CITY MANAGER

City Manager Avery spoke regarding the upcoming Neighborhood Clean Up day on May 13, in Old Town East.

Mayor Edgar asked for clarification regarding Council Member Graham-Mejia's request regarding Council Member Kusumoto's alleged Brown Act violations.

The City Council and City Attorney Levin discussed the next step. City Attorney Levin indicated she would be communicating with the Prosecutor regarding available documentation and Council could move forward from there.

13. CLOSED SESSION

Conference with Legal Counsel

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

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

RECESS

City Council recessed into Closed Session at 8:55 p.m.

RECONVENE

City Council reconvened in Regular Session at 9:40 p.m.

There was no reportable action.

14. ADJOURNMENT

The City Council adjourned at 9:40 p.m. The next meeting of the City Council is scheduled for **Monday, May 21, 2012**, in the City Council Chambers.

Troy D. Edgar, Mayor

ATTEST:

Windmera Quintanar, Department Secretary

CITY OF LOS ALAMITOS
A/P Warrants
May 21, 2012

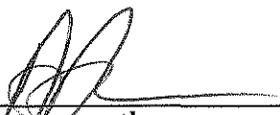
Pages:

01-08 \$ 71,379.07 A/P Warrants 05/21/2012

Total \$ 71,379.07

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 16th day of May, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-8 RETROFIT, INC.	MOVE EQUIPMENT UNDERCOVER	GARAGE FUND	GARAGE	2,071.82
	LIGHTBAR REPAIR	GARAGE FUND	GARAGE	372.44
	SIREN REPAIR	GARAGE FUND	GARAGE	307.44
	STROBE	GARAGE FUND	GARAGE	85.12
	LIGHTBAR REPAIR	GARAGE FUND	GARAGE	343.80
	TOTAL:			<u>3,180.62</u>
ACCESS SECURITY CONTROLS INT., INC.	SERVICE CALL	GENERAL FUND	BUILDING MAINTENANCE	125.00
			TOTAL:	<u>125.00</u>
ADAMSON POLICE PRODUCTS	SWAT EQUIPMENT	GENERAL FUND	PATROL	2,273.53
	SWAT EQUIPMENT	GENERAL FUND	PATROL	505.35
			TOTAL:	<u>2,778.88</u>
ANDERSON ELECTRICAL & LIGHTING SERVICE	ELECTRICAL REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	315.00
			TOTAL:	<u>315.00</u>
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	365.00
			TOTAL:	<u>615.00</u>
AT & T	BILL CYCLE 04/19-05/18	GENERAL FUND	COMMUNICATIONS TECHNOL	357.18
			TOTAL:	<u>357.18</u>
AT & T MOBILITY	BILL CYCLE 03/24-04/23	GENERAL FUND	PATROL	411.80
			TOTAL:	<u>411.80</u>
BENESYST	FLEX ADMIN SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	157.04
			TOTAL:	<u>157.04</u>
ROY BOORMAN	INSTRUCTOR - PHOTOGRAPHY	GENERAL FUND	SPECIAL CLASSES	56.40
	INSTRUCTOR - PHOTOGRAPHY	GENERAL FUND	SPECIAL CLASSES	84.60
			TOTAL:	<u>141.00</u>
ANNETTE BROMEN	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	39.00
			TOTAL:	<u>39.00</u>
BUSINESS PRODUCTS DISTRIBUTORS	TYPEWRITER RIBBON	GENERAL FUND	ADMINISTRATIVE SERVICE	13.73
	ENVELOPES	GENERAL FUND	ADMINISTRATIVE SERVICE	129.27
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	123.15
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	7.10
			TOTAL:	<u>273.25</u>
C.A. WEB DESIGN, INC.	SUMMER 2012 BROCHURE	GENERAL FUND	RECREATION ADMINISTRAT	35.00
			TOTAL:	<u>35.00</u>
CALIFORNIA BUILDING STANDARDS COMMISSI	GREEN FEES - 1Q11	GENERAL FUND	NON-DEPARTMENTAL	61.20
	GREEN FEES - 1Q12	GENERAL FUND	NON-DEPARTMENTAL	36.00
	GREEN FEES - 2Q11	GENERAL FUND	NON-DEPARTMENTAL	90.90
	GREEN FEES - 3Q11	GENERAL FUND	NON-DEPARTMENTAL	72.00
	GREEN FEES - 4Q11	GENERAL FUND	NON-DEPARTMENTAL	31.50
			TOTAL:	<u>291.60</u>
CALIFORNIA FORENSIC PHLEBOTOMY INC.	BLOOD TEST	GENERAL FUND	PATROL	112.50
			TOTAL:	<u>112.50</u>

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CARSON SUPPLY CO., INC.	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	523.72
			TOTAL:	<u>523.72</u>
CARTRIDGE WORLD OF LOS ALAMITOS	PRINTER TONER	GENERAL FUND	CITY MANAGER	56.02
			TOTAL:	<u>56.02</u>
CITY OF SEAL BEACH	MARCH BOOKINGS	GENERAL FUND	PATROL	1,150.00
	FEBRUARY BOOKINGS	GENERAL FUND	PATROL	415.00
			TOTAL:	<u>1,565.00</u>
CLEANSOURCE	CLEANING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	154.92
			TOTAL:	<u>154.92</u>
BOB COHEN	INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES	84.00
	INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES	63.00
	INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES	63.00
			TOTAL:	<u>210.00</u>
COMPUTER SERVICE CO.	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	120.33
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	100.50
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	205.83
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	267.78
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	318.03
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	112.21
			TOTAL:	<u>1,124.68</u>
COUNTY OF ORANGE AUDITOR-CONTROLLER	PARKING CITATIONS	GENERAL FUND	NON-DEPARTMENTAL	1,600.00
			TOTAL:	<u>1,600.00</u>
COUNTY OF ORANGE TREASURER-TAX	OCATS	GENERAL FUND	COMMUNICATIONS TECHNOL	305.00
			TOTAL:	<u>305.00</u>
DEPARTMENT OF CONSERVATION	SMIP FEES - 1Q12	GENERAL FUND	NON-DEPARTMENTAL	79.07
	SMIP FEES - 4Q11	GENERAL FUND	NON-DEPARTMENTAL	41.67
	SMIP FEES - 3Q11	GENERAL FUND	NON-DEPARTMENTAL	245.56
			TOTAL:	<u>366.30</u>
CYNTHIA E. EMAMI	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	73.60
			TOTAL:	<u>73.60</u>
EMPLOYMENT DEVELOPMENT DEPT.	UI 03/31/12	GENERAL FUND	TRAFFIC	1,995.00
	UI 03/31/12	GENERAL FUND	AQUATICS	55.00
			TOTAL:	<u>2,050.00</u>
KIM ENGEL	TUITION REIMBURSEMENT	GENERAL FUND	ADMINISTRATIVE SERVICE	1,044.00
			TOTAL:	<u>1,044.00</u>
ENVIRONMENTAL RECOVERY SERVICES, INC.	LIGHTING UPGRADE	EECBE GRANT	CAPITAL PROJECTS	38.07
			TOTAL:	<u>38.07</u>
CARRI FOX	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	23.10
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	18.90
			TOTAL:	<u>42.00</u>
GALLS / LONG BEACH UNIFORM	EQUIPMENT	GENERAL FUND	PATROL	511.81
			TOTAL:	<u>511.81</u>

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GANAHL LUMBER COMPANY	STOP RUST & PRIMER	GENERAL FUND	BUILDING MAINTENANCE	44.48
	WIRE NUTS	GENERAL FUND	BUILDING MAINTENANCE	32.81
	TOTAL:			77.29
GLENN E. THOMAS CO.	ABS REPAIR	GARAGE FUND	GARAGE	629.06
	TOTAL:			629.06
GLOBALSTAR USA	SATELLITE PHONE	GENERAL FUND	EMERGENCY PREPAREDNESS	26.56
	TOTAL:			26.56
GOLDEN STATE WATER COMPANY	BILL CYCLE 02/22-04/23	GENERAL FUND	STREET MAINTENANCE	325.71
	BILL CYCLE 02/22-04/23	GENERAL FUND	PARK MAINTENANCE	232.19
	TOTAL:			557.90
GOLF VENTURES WEST	MOWER PARTS	GARAGE FUND	GARAGE	31.34
	TOTAL:			31.34
GREAT PACIFIC EQUIPMENT, INC.	ANNUAL INSPECTION & REPORT	GARAGE FUND	GARAGE	565.00
	TOTAL:			565.00
HARTZOG & CRABILL, INC.	TRAFFIC ENGINEER SVCS	GENERAL FUND	STREET MAINTENANCE	2,110.00
	OCTA TLSP COORD SUPPORT	GENERAL FUND	STREET MAINTENANCE	372.50
	SIGNAL OPERATIONS	GENERAL FUND	STREET MAINTENANCE	1,473.50
	TOTAL:			3,956.00
HYM ENGINEERING, INC.	CHESTNUT MEDIAN RETENTION	MEASURE M	NON-DEPARTMENTAL	6,652.03
	TOTAL:			6,652.03
INDEPENDENT ELECTRIC SUPPLY, INC.	LIGHTING UPGRADE	ECCBE GRANT	CAPITAL PROJECTS	133.62
	LIGHTING UPGRADE	ECCBE GRANT	CAPITAL PROJECTS	82.13
	TOTAL:			215.75
JDS TANK TESTING & REPAIR	DESIGNATED OPERATOR	GARAGE FUND	GARAGE	145.00
	TOTAL:			145.00
JUDICIAL DATA SYSTEMS CORP.	CITATIONS	GENERAL FUND	TRAFFIC	403.25
	TOTAL:			403.25
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - ADMIN SVCS	GENERAL FUND	ADMINISTRATIVE SERVICE	698.46
	COPIER LEASE - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	491.08
	COPIER LEASE - P/D	GENERAL FUND	POLICE ADMINISTRATION	302.00
	TOTAL:			1,491.54
KUSTOM IMPRINTS	MUSIC & MOVIES BANNER	GENERAL FUND	RECREATION ADMINISTRAT	242.44
	TOTAL:			242.44
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	313.17
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	78.00
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	68.25
	TOTAL:			459.42
LOS ALAMITOS AUTO PARTS	FILTERS	GARAGE FUND	GARAGE	21.53
	BRAKE PADS	GARAGE FUND	GARAGE	95.97
	OIL FILTER	GARAGE FUND	GARAGE	72.71
	BATTERY & CORE DEPOSIT	GARAGE FUND	GARAGE	39.32
	TOTAL:			229.53

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LOS ALAMITOS LOCK SERVICE, INC.	RANGE CABINET LOCK	GENERAL FUND	PATROL	119.38
			TOTAL:	119.38
MAJOR LEAGUE SOFTBALL, INC.	ASSIGNING SERVICES	GENERAL FUND	SPORTS	78.00
			TOTAL:	78.00
MAR-CO EQUIPMENT COMPANY	FLOOR CLEANER REPAIR	GARAGE FUND	GARAGE	976.77
			TOTAL:	976.77
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	ADMINISTRATIVE SERVICE	325.00
			TOTAL:	325.00
MISC. VENDOR	REFUND - PHOTO CLASS	GENERAL FUND	NON-DEPARTMENTAL	52.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	58.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	108.00
	REFUND - ADULT ED CLASS	GENERAL FUND	NON-DEPARTMENTAL	36.00
	REFUND - SCIENCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	20.00
	REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	32.00
	REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	32.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	50.00
	REFUND - PRE-SCHOOL	GENERAL FUND	NON-DEPARTMENTAL	130.00
	REFUND - CAMP	GENERAL FUND	NON-DEPARTMENTAL	218.00
	REFUND - AQUATICS CLASS	GENERAL FUND	NON-DEPARTMENTAL	169.00
	REFUND - CC RENTAL	GENERAL FUND	NON-DEPARTMENTAL	25.00
	REFUND - SOCCER	GENERAL FUND	NON-DEPARTMENTAL	49.00
	REFUND - RACE ON BASE	GENERAL FUND	NON-DEPARTMENTAL	110.14
	REFUND - RACE ON BASE	GENERAL FUND	NON-DEPARTMENTAL	86.65
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	104.00
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	49.00
			TOTAL:	1,328.79
LYNDA MOORE	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	387.00
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	214.20
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	513.38
			TOTAL:	1,114.58
MOSS, LEVY & HARTZHEIM LLP	COMPLETION OF AUDIT	GENERAL FUND	ADMINISTRATIVE SERVICE	2,450.00
			TOTAL:	2,450.00
MWR	POOL INTERNET - FEB	GENERAL FUND	AQUATICS	143.30
	POOL INTERNET - MAR	GENERAL FUND	AQUATICS	143.30
	POOL INTERNET - APR	GENERAL FUND	AQUATICS	143.30
			TOTAL:	429.90
NEWS ENTERPRISE	INTRO OF ORDINANCE	GENERAL FUND	CITY COUNCIL	58.19
			TOTAL:	58.19
NEXTEL COMMUNICATIONS	TRAFFIC CALMING SIGN	GENERAL FUND	TRAFFIC	17.48
			TOTAL:	17.48
NEXUS IS, INC.	PHONE LABELS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	109.75
	CONTRACT MAINTENANCE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,271.21
			TOTAL:	1,380.96
OC SHERIFF'S REGIONAL TRAINING ACADEMY	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	60.00
			TOTAL:	60.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ORANGE COUNTY HEALTH CARE AGENCY	INSPECT TRANSFER STATIONS	GENERAL FUND	STREET MAINTENANCE	171.00
			TOTAL:	171.00
PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	82.64
			TOTAL:	82.64
PEACE OF MIND CONSTRUCTIONS, INC.	POOL SHADE RETENTION	GENERAL FUND	NON-DEPARTMENTAL	1,921.70
			TOTAL:	1,921.70
PETTY CASH	COUNCIL REFRESHMENTS	GENERAL FUND	CITY COUNCIL	76.57
	CITY CLERK LUNCHEON	GENERAL FUND	CITY MANAGER	24.00
	KLEENEX	GENERAL FUND	ADMINISTRATIVE SERVICE	15.16
	OUTREACH REFRESHMENTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	35.35
	FESTIVAL VENDOR BOOTH	GENERAL FUND	PLANNING	45.00
	COMMISSION REFRESHMENTS	GENERAL FUND	PLANNING	130.00
			TOTAL:	326.08
PHILLIPS STEEL COMPANY	STEEL	GENERAL FUND	STREET MAINTENANCE	38.33
			TOTAL:	38.33
PRESS-TELEGRAM	ADULT SPORTS AD	GENERAL FUND	SPORTS	610.00
			TOTAL:	610.00
QUARTERMASTER	UNIFORM	GENERAL FUND	PATROL	281.22
	UNIFORMS	GENERAL FUND	PATROL	120.23
	UNIFORMS & EQUIPMENT	GENERAL FUND	PATROL	471.18
	UNIFORM	GENERAL FUND	PATROL	81.55
	UNIFORM	GENERAL FUND	INVESTIGATION	40.59
			TOTAL:	994.77
REVENUE EXPERTS INC.	CODE ENFORCEMENT CITES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	400.00
			TOTAL:	400.00
RI-TEC INDUSTRIAL PRODUCTS	BLASTER & CAN HOLDER	GARAGE FUND	GARAGE	75.00
			TOTAL:	75.00
REINA RIVERA	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	386.10
	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	351.00
			TOTAL:	737.10
SAFEGUARD BUSINESS SYSTEMS INC.	CHECKS	GENERAL FUND	ADMINISTRATIVE SERVICE	202.40
			TOTAL:	202.40
SCIENTIA CONSULTING GROUP	IT SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,700.00
			TOTAL:	5,700.00
SIR SPEEDY	CERTIFICATE FOLDERS	GENERAL FUND	CITY COUNCIL	951.97
	POSTERS & FLYERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	396.39
	DOOR HANGERS	GENERAL FUND	PLANNING	129.30
	BUSINESS CARDS	GENERAL FUND	BUILDING INSPECTION	21.01
			TOTAL:	1,498.67
SKATEDOGS	INSTRUCTOR - SKATEBOARDING	GENERAL FUND	SPECIAL CLASSES	84.70
			TOTAL:	84.70
SOUTH COAST SUPPLY & GARDEN DAZE	SOIL	GENERAL FUND	PARK MAINTENANCE	9.31

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	9.31
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	46.93
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	178.41
			TOTAL:	225.34
SOUTHERN CALIFORNIA GAS	3614 FENLEY	GENERAL FUND	STREET MAINTENANCE	31.45
	3191 KATELLA	GENERAL FUND	BUILDING MAINTENANCE	147.23
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	110.86
			TOTAL:	289.54
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEE	GENERAL FUND	AQUATICS	44.00
			TOTAL:	44.00
SPARKLETTS DRINKING WATER	WATER COOLERS	GENERAL FUND	BUILDING MAINTENANCE	130.41
			TOTAL:	130.41
SPORT SUPPLY GROUP, INC.	SLO-PITCH SUPPLIES	GENERAL FUND	SPORTS	428.49
			TOTAL:	428.49
SPRINT	ACTIVITY THRU 4/22/12	GENERAL FUND	CITY MANAGER	35.62
	ACTIVITY THRU 4/22/12	GENERAL FUND	ADMINISTRATIVE SERVICE	35.62
	ACTIVITY THRU 4/22/12	GENERAL FUND	COMMUNICATIONS TECHNOL	35.62
	ACTIVITY THRU 4/22/12	GENERAL FUND	COMMUNITY DEVEL ADMIN	35.62
	ACTIVITY THRU 4/22/12	GENERAL FUND	PUBLIC WORKS ADMIN	35.62
	ACTIVITY THRU 4/22/12	GENERAL FUND	RECREATION ADMINISTRAT	35.61
			TOTAL:	213.71
STATE OF CALIFORNIA DEPARTMENT	FINGERPRINT NEW INSTRUCTOR	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	64.00
			TOTAL:	96.00
SY NURSERY	FLOWERS & SOIL	GENERAL FUND	PARK MAINTENANCE	401.29
	FLOWERS	GENERAL FUND	PARK MAINTENANCE	46.81
			TOTAL:	448.10
T.E. ROBERTS, INC.	PAVING PATCH	RESIDENTIAL STREET	CAPITAL PROJECTS	3,404.24
			TOTAL:	3,404.24
TIME WARNER CABLE	ADMIN CABLE SERVICE	GENERAL FUND	CITY MANAGER	164.96
	INTERNET - COMPUTER CENTER	GENERAL FUND	RECREATION ADMINISTRAT	69.95
			TOTAL:	234.91
TOTALFUNDS BY HASLER	POSTAGE	GENERAL FUND	ADMINISTRATIVE SERVICE	500.00
			TOTAL:	500.00
U.S. BANK	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	26.93
	SR. MEALS LUNCHEON	GENERAL FUND	NON-DEPARTMENTAL	520.26
	SR. MEALS LUNCHEON	GENERAL FUND	NON-DEPARTMENTAL	377.38
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	4.01
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	9.06
	COUNCIL SUPPLIES	GENERAL FUND	CITY COUNCIL	149.02
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	ON-LINE NEWSPAPER	GENERAL FUND	CITY MANAGER	2.99
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	97.80
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	495.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	16.79
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	154.38
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	70.27
	CHILD CAR SEAT	GENERAL FUND	PATROL	137.99
	CHILD CAR SEAT	GENERAL FUND	PATROL	89.99
	SWAT GEAR	GENERAL FUND	PATROL	59.03
	SWAT GEAR	GENERAL FUND	PATROL	72.67
	SWAT GEAR	GENERAL FUND	PATROL	99.92
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	12.95
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	14.95
	WHISTLES	GENERAL FUND	TRAFFIC	6.99
	COMMISSION COFFEE	GENERAL FUND	PLANNING	25.90
	UMBRELLAS	GENERAL FUND	PARK MAINTENANCE	387.90
	PLANTS	GENERAL FUND	PARK MAINTENANCE	58.67
	FENCE REPAIR	GENERAL FUND	PARK MAINTENANCE	94.61
	TREES	GENERAL FUND	PARK MAINTENANCE	58.18
	TREES	GENERAL FUND	PARK MAINTENANCE	85.91
	PLANTS	GENERAL FUND	PARK MAINTENANCE	84.48
	SOAP DISPENSERS	GENERAL FUND	BUILDING MAINTENANCE	97.36
	PLUMBING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	61.45
	REFUND - AD	GENERAL FUND	RECREATION ADMINISTRAT	143.75
	SPRING CARNIVAL	GENERAL FUND	RECREATION ADMINISTRAT	8.05
	RACE ON BASE RECEPTION	GENERAL FUND	RECREATION ADMINISTRAT	22.07
	DEPT. SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	12.79
	CPRS AWARDS	GENERAL FUND	RECREATION ADMINISTRAT	33.37
	COLORED COPY PAPER	GENERAL FUND	RECREATION ADMINISTRAT	171.01
	COLORED COPY PAPER	GENERAL FUND	RECREATION ADMINISTRAT	5.65
	AQUATIC SUPPLIES	GENERAL FUND	AQUATICS	85.75
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	207.15
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	188.44
	SLO-PITCH SUPPLIES	GENERAL FUND	SPORTS	28.25
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	41.30
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	196.39
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1,096.90
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	236.13
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	90.68
	RACE ON BASE FEES	GENERAL FUND	SPECIAL EVENTS	11.00
	RACE ON BASE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	24.22
	RACE ON BASE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	28.26
	RACE ON BASE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	19.51
	BOUNCE HOUSE DEPOSIT	GENERAL FUND	SPECIAL EVENTS	30.00
	AMPLIFIER	LOS ALAMITOS TV	LOS ALAMITOS TV	428.85
	PAINT	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	677.67
	POUCHES	GARAGE FUND	GARAGE	74.99
			TOTAL:	6,961.22
USA MOBILITY WIRELESS, INC.	PAGER FEES	GENERAL FUND	PUBLIC WORKS ADMIN	20.40
			TOTAL:	20.40
USAT	REIMBURSE LICENSE FEES	GENERAL FUND	SPECIAL EVENTS	233.00
			TOTAL:	233.00
V & V MANUFACTURING, INC.	RIBBON CHANGE	GENERAL FUND	PATROL	107.02
			TOTAL:	107.02
VERIZON CALIFORNIA, INC.	ADMIN - FAX	GENERAL FUND	ADMINISTRATIVE SERVICE	49.05

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POLICE DEPT/RELAY LINE	GENERAL FUND	COMMUNICATIONS TECHNOL	79.38
	TELECOMMUNICATIONS	GENERAL FUND	COMMUNICATIONS TECHNOL	808.76
	EOC/FAX LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	926.50
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	39.45
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	39.85
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	37.42
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	37.42
	PARK & REC - FAX	GENERAL FUND	RECREATION ADMINISTRAT	43.55
			TOTAL:	2,061.38
VERIZON WIRELESS	POLICE DEPARTMENT	GENERAL FUND	PATROL	37.43
	COMMUNITY DEVELOPMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	10.73
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	178.46
			TOTAL:	226.62
VICTORY LOCK AND KEY	LOCK REPAIR	GENERAL FUND	BUILDING MAINTENANCE	101.00
			TOTAL:	101.00
WEST COAST ARTWEAR	TRACK & FIELD SHIRTS	GENERAL FUND	SPORTS	282.84
			TOTAL:	282.84

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

10	GENERAL FUND	46,974.19
24	RESIDENTIAL STREET/ALLEYS	3,404.24
26	MEASURE M	6,652.03
28	LOS ALAMITOS TV	428.85
30	EECBE GRANT	253.82
44	TRAFFIC IMPROVEMENT	677.67
50	GARAGE FUND	5,907.31
53	TECHNOLOGY REPLACEMENT	7,080.96

	GRAND TOTAL:	71,379.07

City of Los Alamitos

Agenda Report Consent Calendar

May 21, 2012
Item No: 8C

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

Via: Angie Avery, City Manager

From: Windmera Quintanar, Department Secretary

Subject: Resolutions Pertaining to the November 6, 2012, General Municipal Election

Summary: The City of Los Alamitos General Municipal Election will be held on Tuesday, November 6, 2012. It is City policy to consolidate the local election with the County of Orange. In order to enable such consolidation, it is necessary to adopt resolutions calling and giving notice of the election, requesting consolidation with the County, and adopting regulations pertaining to materials prepared by any candidate for a municipal election, including costs of candidates' statements.

Recommendation:

1. Adopt Resolution No. 2012-04, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA"; and,
2. Adopt Resolution No. 2012-05, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE"; and,
3. Adopt Resolution No. 2012-06, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012."

Background

Pursuant to the City's schedule, two offices on the City Council will be subject to election on November 6, 2012. Since it is City policy to consolidate its election with that of the County, it is necessary to submit the appropriate Resolutions to the County of Orange. The Orange County Registrar of Voters has asked the City to submit these Resolutions to them as soon as possible.

Discussion

Attached for City Council review and action are three Resolutions that satisfy requirements for the election. Resolution No. 2012-04 calls for and provides notice of the election for two offices on the City Council on Tuesday, November 6, 2012. Resolution No. 2012-05 requests the Orange County Board of Supervisors to consolidate the election with the Statewide General Election; in effect, the Orange County Registrar of Voters will conduct the election. Resolution No. 2012-06 establishes regulations for candidates' statements and includes requirements of the Voting Rights Act relative to foreign language policy (currently English, Spanish, Vietnamese, Korean, and Chinese for Orange County cities).

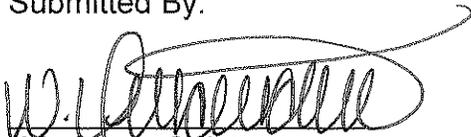
The candidate statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words regarding the candidate's education and qualifications, expressed by the candidate.

Pursuant to Sections 10400 - 10418 of the Elections Code and provisions of law in the California Government Code, these Resolutions must be adopted in order to proceed with the General Municipal Election. Therefore, it would be appropriate for the City Council to call for the election, request its consolidation with the Statewide General Election, and establish regulations for candidates' statements.

Fiscal Impact

The County Registrar of Voters will be sending an estimate of the City's basic election cost. In addition, minor staff administrative costs associated with the preparation, distribution, and receipt of election materials will be incurred. Sufficient funds have been included in the FY 2012-13 budget for expenses.

Submitted By:


Windmera Quintanar
Department Secretary

Approved By:


Angie Avery
City Manager

- Attachments:
1. Resolution No. 2012-04, Calling and Giving Notice of the Holding of a General Municipal Election on November 6, 2012
 2. Resolution No. 2012-05, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be Held on November 6, 2012
 3. Resolution No. 2012-06, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters

RESOLUTION NO. 2012-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA

WHEREAS, under the provisions of the laws of the State of California, a General Municipal Election shall be held on November 6, 2012, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to Charter cities, there is called and ordered to be held in the City of Los Alamitos, California, on Tuesday, November 6, 2012, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to coordinate with the County of Orange Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed pursuant to Elections Code Section 10262, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 21st day of May, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 21st day of May, 2012, by the following vote to wit:

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

Angie Avery, City Clerk

RESOLUTION NO. 2012-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Los Alamitos called a General Municipal Election to be held on November 6, 2012, for the purpose of the election of two (2) members of the City Council for the full term of four years; and,

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date; and that within the City the precincts, polling places, and election officers of the two elections be the same; and that the County Election Department of the County of Orange canvass the returns of the General Municipal Election; and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2012, for the purpose of the election of two (2) Members of the City Council.

SECTION 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Los Alamitos recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Orange.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 21st day of May, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra Levin, City Attorney

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

I, Angie Avery, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 21st day of May, 2012, by the following vote to wit:

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

Angie Avery, City Clerk

RESOLUTION NO. 2012-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Los Alamitos on November 6, 2012, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Orange. The County is required to translate candidate's statements into the following languages: Spanish, Vietnamese, Chinese, and Korean; and,
- B. The County will mail separate sample ballots and candidates' statements in Spanish, Vietnamese, Chinese, and Korean to only those voters who are on the County voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidates' statements in the required languages available at all polling places, on the County's website, and in the City Clerk's office.

SECTION 3. PAYMENT.

- A. The candidate shall be required to pay for the cost of printing the candidate's statement.
- B. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in Section 2.A pursuant to State and/or Federal law.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 5. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 6. All previous Resolutions establishing Council policy on payment for candidates' statements are repealed.

SECTION 7. This Resolution shall apply only to the General Municipal Election to be held on November 6, 2012, and shall then be repealed.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 21st day of May, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 21st day of May, 2012, by the following vote to wit:

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

Angie Avery, City Clerk

City of Los Alamitos

Agenda Report Consent Calendar

May 21, 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: Pool Service and Maintenance Contract

Summary: This agenda item requests the approval of a professional services agreement with Decksides Pool Service for service and maintenance of the pool.

Recommendation: Authorize the City Manager to execute a contract with Decksides Pool Service for service and maintenance at the pool. This contract is for the second optional extension of a one-year contract with two optional one-year extensions. The contract originated in FY 2010-2011. The contract is not to exceed \$20,000 annually.

Background

The pool at the Joint Forces Training Base needs to be continually serviced and maintained by a professional pool maintenance company in order to accommodate 200,000 patrons on an annual basis. The pool must remain clear, clean and healthy at all times under the City's contract with the Joint Forces Training Base for operation and maintenance of the facility. Two years ago, Decksides Pool Service was awarded the one-year contract with two one-year optional extensions because they were the lowest qualified bidder by more than 50%, saving the City approximately \$20,000 per year (compared to the next lowest bidder). Last year, Decksides was awarded the first optional one-year extension. This agenda item seeks approval to enter into the second optional extension of an original one-year contract with two optional one-year extensions with Decksides Pool Service, a professional pool services and maintenance company.

Discussion

For the nearly four years, Decksides Pool Service has serviced and maintained the USA Water Polo National Training Center. Decksides has consistently maintained the pool to the highest level. The last three bid processes have clearly demonstrated that they are a company who takes pride in having the City of Los Alamitos as a client.

Decksides Pool Service will be required to perform the following five days per week, 52 weeks of the year:

1. Vacuum and brush to remove debris, clean pool and eliminate dirt, scum, scale, calcium, algae and other harmful deposits weekly
2. Vacuum, brush, scrape, wipe, wash, and clean black lines from the pool deck or inside the water to eliminate scale, dirt, scum, calcium, algae and other harmful deposits monthly
3. Scrape, brush and clean expansion joints to eliminate algae, dirt, scum, scale, calcium and other harmful deposits monthly
4. Maintain a daily log of all work done at the pool, to be kept in the pump room for City personnel and maintenance personnel to view
5. Monitor and maintain correct water levels in pool daily
6. Monitor and maintain pool temperature daily
7. Monitor Chemtrol system and test water to confirm proper water balance, pH, chlorine (free and total), total alkalinity, calcium hardness, conditioner levels, and total dissolved solids daily
8. Clean Chemtrol leads as needed or at least twice per year
9. Inspect all equipment for leaks, clogs and other malfunctions daily
10. Provide a schedule to City personnel of monthly, quarterly, annually, etc. maintenance needs to maintain equipment and keep the chemical room and pool safe for all patrons and employees, including, but is not limited to pool pump, acid pump, chlorine pump, all associated chemical lines, etc.
11. Change our chemical lines and tubing as needed to ensure the highest safety of personnel and equipment.
12. Maintain pool chemicals and water quality in accordance with Orange County Health Care Agency standards, adding additional chemicals as necessary
13. Backwash and clean filters as needed
14. Clean pump strainer and gutter gratings weekly
15. Maintain equipment room and chemical room in clean condition and remove and dispose of all chemical related garbage off site, in compliance with the Orange County Health Care Agency and Joint Forces Training Base standards daily
16. Inspect safety signs and safety equipment daily
17. Conduct quarterly walkthroughs with City staff to ensure cleanliness and proper operation of equipment
18. Always end the daily service ensuring to properly close and lock doors and gates
19. Provide advice, insight and knowledge to upgrade, replace and/or repair pool equipment
20. Repair/replace pool equipment as necessary with prior City staff approval

It is recommended that the contract for service and maintenance of the pool be continued with Decksides Pool Service, the firm that currently services and maintains the pool. Decksides Pool Service has been servicing and maintaining the pool for four years at the same monthly rate with no cost increase.

Fiscal Impact

The cost of maintenance of the pool will continue to be \$1,290 per month for five days of cleaning per week, not to exceed \$20,000 annually. Funds for the service and maintenance of the pool will come from the Aquatics section of the Recreation and

Community Services Department Fund, Pool Maintenance Budget (account 10-552-5282) in the FY 2012-13 Budget.

Submitted By:



Corey Lakin
Director of Recreation and Community Services

Approved By:



Angie Avery
City Manager

Attachment: 1) Professional Services Agreement with Deckside Pool Service

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Decksides Pool Service)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”) and Decksides Pool Service a corporation (“Contractor”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Contractor: service and maintenance the USA Water Polo National Training Center swimming pool located at the Joint Forces Training Base.
- 2.2 Contractor 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. Contractor 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 Contractor agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Work”: Such professional services as are set forth in Contractor’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 Contractor’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2012.
- 3.4 “Expiration Date”: June 30, 2013.

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. CONTRACTOR’S SERVICES

- 5.1 Contractor 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 Contractor under this Agreement exceed the sum of fifteen thousand five hundred Dollars (\$15,500) unless specifically approved in advance and in writing by City.

- 5.2 Contractor shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.5 Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Fred Ross shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Contractor 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 Contractor.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall not be entitled to increase the fees in this fee schedule throughout the duration of this contract. Contractor shall be entitled to increase the fees in this fee schedule before any new contract or contract renewal is signed if at such time it increases its fees for its clients generally. In no event shall Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor 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. Contractor 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 Contractor.

8. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor acknowledges that City would not

enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Contractor 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 Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor 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 Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Contractor arising from Contractor'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 Contractor under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor 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 Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations from others as required herein, Contractor 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor 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 Contractor 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, Contractor 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 Contractor'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 Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Contractor 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 Contractor 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 Contractor's expense.

- 11.5 At all times during the term of this Agreement, Contractor 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. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor 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. Contractor 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 Contractor 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 Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor 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 Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Contractor 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

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor'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 Contractor'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 Contractor:

Fred Ross
Decksider Pool Service
1547 West Struck, Unit E
Orange, CA 92867
Telephone: (949) 858-0686
Facsimile: (949) 713-7624
Email:
fred@decksiderpool.com

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 Contractor. Contractor may terminate this Agreement for any reason on thirty calendar days' written notice to City. Contractor 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 Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. Contractor 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 Contractor.
- 18.2. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section

or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Contractor 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 Contractor unless in writing.
- 18.5 Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.
- 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 Contractor 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 Contractor 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 Contractor.

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

“Contractor”

Decksider Pool Service

By _____
Angie Avery, City Manager

By:  _____
Fred Ross, Owner

Date: _____

Date: 4-18-12

Attest:

By _____
Angie Avery, City Clerk

By:  _____
Traci Ross, Owner

Date: _____

Date: 4-18-12

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

Contractor will perform five (5) pool maintenance service visits per week for fifty-two (52) weeks of the year, at the direction of the Director of Recreation and Community Services and/or his designee.

Contractor will use best efforts to provide maintenance services on the days required by the City. Due to special events at the pool, the days for pool maintenance may fluctuate from week to week. City will provide the Contractor with the monthly schedule of events in order to provide the best service possible around the events taking place at the pool.

Contractor will perform the following pool maintenance services:

1. Vacuum and brush to remove debris, clean pool and eliminate dirt, scum, scale, calcium, algae and other harmful deposits weekly
2. Vacuum, brush, scrape, wipe, wash, and clean black lines from the pool deck or inside the water to eliminate scale, dirt, scum, calcium, algae and other harmful deposits monthly
3. Scrape, brush and clean expansion joints to eliminate algae, dirt, scum, scale, calcium and other harmful deposits monthly
4. Maintain a daily log of all work done at the pool, to be kept in the pump room for City personnel and maintenance personnel to view
5. Monitor and maintain correct water levels in pool daily
6. Monitor and maintain pool temperature daily
7. Monitor Chemtrol system and test water to confirm proper water balance, pH, chlorine (free and total), total alkalinity, calcium hardness, conditioner levels, and total dissolved solids daily
8. Clean Chemtrol leads as needed or at least twice per year
9. Inspect all equipment for leaks, clogs and other malfunctions daily
10. Provide a schedule to City personnel of monthly, quarterly, annually, etc. maintenance needs to maintain equipment and keep the chemical room and pool safe for all patrons and employees, including, but is not limited to pool pump, acid pump, chlorine pump, all associated chemical lines, etc.
11. Change our chemical lines and tubing as needed to ensure the highest safety of personnel and equipment.
12. Maintain pool chemicals and water quality in accordance with Orange County Health Care Agency standards, adding additional chemicals as necessary
13. Backwash and clean filters as needed
14. Clean pump strainer and gutter gratings weekly
15. Maintain equipment room and chemical room in clean condition and remove and dispose of all chemical related garbage off site, in compliance with the Orange County Health Care Agency and Joint Forces Training Base standards daily
16. Inspect safety signs and safety equipment daily
17. Contractor shall conduct quarterly walkthroughs with City staff to ensure cleanliness and proper operation of City and Contractor equipment and materials

18. Always end the daily service ensuring to properly close and lock doors and gates
19. Provide advice, insight and knowledge to upgrade, replace and/or repair pool equipment
20. Repair/replace pool equipment as necessary with prior City staff approval

EXHIBIT B
APPROVED FEE SCHEDULE

The rate to be paid to the Contractor for three (3) pool maintenance visits per week is noted below. The Contractor will also donate two (2) pool maintenance visits per week as part of the contract.

July 1, 2012 to June 30, 2013

Monthly Service Rate	\$1,290
Value of Donated Monthly Service	\$ 890
TOTAL	\$1,290 x 12 months = \$15,480 annually

The monthly service rate of \$1,290 is to be billed 15 days prior to the month. Any additional work over and above the \$1,290 rate per month must be approved by City prior to work being completed and will be billed after work is completed.

City of Los Alamitos

Agenda Report Consent Calendar

May 21, 2012
Item No: 8E

To: Mayor Troy Edgar & Members of the City Council
Via: Angie Avery, City Manager
From: Corey Lakin, Director of Recreation and Community Services
Subject: Activities Guide Brochure Printing Contract

Summary: This agenda item requests the approval of a professional services agreement with Weber Printing Company, Inc. to print the Recreation and Community Services Activities Guide.

Recommendation: Authorize the City Manager to execute a contract with Weber Printing Company, Inc. to print the Recreation and Community Services Activities Guide. This contract is for the first year optional extension of a one-year contract with two optional one-year extensions. The original contract originated in FY 2011-2012. The contract is not to exceed \$16,000 annually.

Background

The Recreation and Community Services Activities Guide provides a comprehensive listing of classes, programs, and events offered by the City. The brochure is mailed each quarter to all Los Alamitos residents and Rossmoor residents. Eleven thousand two hundred fifty (11,250) copies of the 24-page (28-page for summer only) brochure is the primary advertising media for the Recreation and Community Services Department. This agenda item seeks approval to enter into the first optional extension year of an original one-year contract with two optional one-year extensions with Weber Printing Company, Inc., a professional printing company.

Discussion

Weber Printing Company, Inc. has printed The Recreation and Community Services Activities Guide for the last year. The high quality printed product produced by Weber Printing Company is recognized by Los Alamitos and Rossmoor residents as well as multiple agencies offering similar recreational brochures from surrounding communities.

Staff provided the following list of bid specifications:

Quantity: 11,250 copies printed four (4) times per year (quarterly)
Pages: 20 page + cover (Book type) (Summer edition to add 4 additional

pages)
Ink Colors: Text 4/4 Cover 4/4
Artwork: Provided by graphic designer via CD or FTP upload
Trim Size: 8 3/8" x 10 7/8"
Paper: 70# Gloss Book
Art Work: Furnished by contracted designer
Proofs: You will furnish proofs for signature prior to printing
Binding: Saddle Stitch on 10 7/8" side, carton pack
Packaging: Carton Pack
Delivery: To Recreation & Community Services Department (10911 Oak Street, Los Alamitos, CA 90720) within 1 week of receiving artwork.

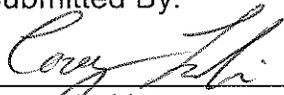
Last year, ten (10) qualified proposals were received from 34 companies that were sent the bid specifications. Several Los Alamitos companies were sent the information, but none responded with a quote. The lowest qualified bid was received from Weber Printing Company, Inc. and it is recommended that the contract for the printing of the brochure be continued with this firm. This contract is not to exceed \$16,000 annually.

Weber Printing Company, Inc. is has been in the business since 1945 providing printing, advertising and brochures for many large companies, cities and organizations. Staff is pleased with the quality of work provided and the professional demeanor of the employees with interactions throughout the printing process and of the delivery of the printed product.

Fiscal Impact

The cost to print the Recreation and Community Services Activities Guide is \$3,680 per issue (\$4,780 for the expanded summer issue), not to exceed \$16,000 annually. Funds for the printing will come from the Recreation Brochure Budget (account 10-551-5237) in the FY 2012-13 budget.

Submitted By:



Corey Lakin
Director of Recreation and Community Services

Approved By:



Angie Avery
City Manager

Attachment: 1) Contract with Weber Printing Company, Inc.

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Weber Printing Company, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”) and Weber Printing Company, Inc. a Corporation (“Contractor”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Contractor: printing of the Recreation and Community Services Activities Guide.
- 2.2 Contractor 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. Contractor 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 Contractor agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’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 Contractor’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2012.
- 3.4 “Expiration Date”: June 30, 2013.

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. One additional optional one-year contract extensions may follow with Commencement Dates of July 1, 2013 and June 30, 2014, respectively, with the same contract terms and agreements if both City and Contractor are in agreement.

5. CONTRACTOR’S SERVICES

- 5.1 Contractor 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 Contractor under this Agreement exceed the sum of fourteen thousand four hundred dollars (\$16,000) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.5 Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Chris Geer shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Contractor 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

Contractor.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall not be entitled to increase the fees in this fee schedule throughout the duration of this contract. Contractor shall be entitled to increase the fees in this fee schedule before any new contract or contract renewal is signed if at such time it increases its fees for its clients generally. In no event shall Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor 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. Contractor 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 Contractor.

8. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Contractor 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 Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor 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 Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Contractor arising from Contractor'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 Contractor under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor 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 Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations from others as required herein, Contractor 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor 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 Contractor 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, Contractor 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 Contractor'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 Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Contractor 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 Contractor 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 Contractor's expense.

- 11.5 At all times during the term of this Agreement, Contractor 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. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor 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. Contractor 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 Contractor 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 Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor 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 Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Contractor 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

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor'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

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If to City

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

If to Contractor:

Steven Weber
Weber Printing Company, Inc.
18700 Ferris Pl.
Rancho Dominguez, CA 90220
Telephone: (310) 639-5064
Facsimile: (310) 639-0913
Email: stevew@weberprint.com

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 Contractor. Contractor may terminate this Agreement for any reason on thirty calendar days' written notice to City. Contractor 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 Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Contractor 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 Contractor.

18.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Contractor 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 Contractor unless in writing.
- 18.5 Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.
- 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 Contractor 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 Contractor 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 Contractor.

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

“Contractor”
Weber Printing Company, Inc.

By _____
Angie Avery, City Manager

By: Steven Weber
Steven Weber, President

Date: _____

Date: 4/18/2012

Attest:

By: Lynne Clark, Secretary

By _____
Angie Avery, City Clerk

Date: 4/19/12

Date: _____

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

Weber Printing Company, Inc. will perform the following services for the printing of the Recreation and Community Services Activities Guide:

1. Print the 24-page (20-page + cover) Recreation and Community Services Activities Guide in full-color (Summer edition to add 4 inside pages, totaling 28 pages)
2. Book type – 20-page plus cover (Summer edition to add 4 inside pages, 24=page plus cover)
3. Color: 4/4 full color
4. Trim Size: 8 3/8" x 10 7/8"
5. Paper: 70 lb gloss book (self cover)
6. Binding: saddle stitch on 10 7/8" side
7. Packaging and delivery: Carton packed and delivered to Recreation and Community Services Department (10911 Oak Street, Los Alamitos, CA 90720) within one week of receiving artwork
8. Quantity: 11,250 copies printed four (4) times per year (quarterly) – Any overage will not be paid for by City
9. Artwork will be provided by graphic designer via CD or FTP upload

EXHIBIT B
APPROVED FEE SCHEDULE

The rate that the Contractor is charging for four quarterly brochures is:

\$3,680 per issue x 4 quarterly issues = \$14,720
Additional 4 inside pages summer issue = \$1,100
Total: \$15,820

The quarterly \$3,680 for service is to be billed 15 days or less after the date of delivery. Cost includes all taxes, delivery costs, and any overage Contractor wants to produce. Any additional work outside the scope of work above must be approved by City prior to service being completed and will be billed after work is complete and approved by City.

City of Los Alamitos

Agenda Report Consent Calendar

May 21, 2012
Item No: 8F

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

Via: Angie Avery, City Manager

From: Steven A. Mendoza, Community Development Director

Subject: Amendment No. 1 to Professional Services Agreement for Building and Safety Services

Summary: This item is to consider continuing services with Charles Abbott Associates to provide Building and Safety services. The current Professional Services Agreement (PSA) expires on June 30, 2012, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 1 of the PSA with Charles Abbott Associates for Building and Safety services.

Background

Charles Abbott Associates (CAA) has been providing Building and Safety Services to the City of Los Alamitos since July 1, 2010 through a Professional Services Agreement (PSA).

CAA rates are subject to a percentage of fees brought in, instead of an hourly rate. This percentage rate reduces the cost to the City during recessionary times by guaranteeing that building and safety related expenditures do not exceed building permit revenues. In addition, no revenues are expended until permit fees are received. The percentage that CAA charges the City is broken down as follows:

- 80% of permit fees up to \$15,000
- 70% of permit fees from \$15,001 to \$30,000
- 60% of permit fees over \$30,000
- Permit Issuance, counter, inspection, plan check and Chief Building Official(CBO) oversight
- NPDES Business Inspection Services not to exceed \$23,724 annually.

The PSA expires on June 30, 2012, but can be extended by mutual agreement. Staff has been very satisfied with the service provided by Charles Abbott Associates and

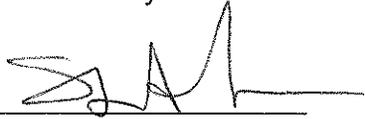
believes CAA has been a great compliment to the Community Development Department.

CAA has agreed continue providing the same service, at the same rates. The attached Amendment No. 1 to the PSA extends the City's contractual relationship with CAA for two years at the same terms mentioned above, with no increase in rates.

Fiscal Impact

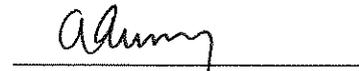
The City's adopted budget reflects an amount of \$150,020.00 for Building and Safety Services and \$23,724.00 for NPDES.

Submitted By:



Steven A. Mendoza
Director of Community Development

Approved By:



Angie Avery
City Manager

Attachments:

- 1. Amendment No. 1 – Charles Abbott Associates*
- 2. Professional Services Agreement – Charles Abbott Associates*

AMENDMENT No. #1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos and Charles Abbott Associates)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 1st day of July, 2012, at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Ave., Los Alamitos, California 90720 (“City”) and Charles Abbott Associates, a California corporation, 879 W. 190th, Suite 920, Gardena, CA 90248 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated June 21, 2010, in the following fashions:

- A. “City” and “Contractor” desire to reaffirm the “Agreement” by approving section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” July 1, 2012, fee schedule to “City” attached hereto as Exhibit B, and incorporated herein by this reference.
- B. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: June 30, 2014.

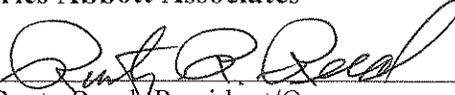
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

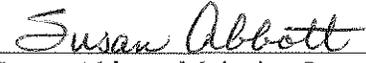
By: _____
Troy D. Edgar, Mayor

Date: _____

“Consultant”
Charles Abbott Associates

By: 
Rusty Reed, President/Owner

Date: 4/14/2012

By: 
Susan Abbott, Majority Owner

Date: 4/14/2012

Attest:

By: _____
Angie Avery, City Clerk

Date: _____

Approved as to form:

By: _____
Sandra J. Levin, City Attorney

EXHIBIT B
APPROVED FEE SCHEDULE



STANDARD HOURLY RATE SCHEDULE

Effective July 1, 2012

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	165.00	Building Official	122.00
Project Supervisor	145.00	Senior Building Inspector	110.00
Project Manager	135.00	Building Plan Checker	97.00
Project Engineer	130.00	Building Inspector/Plan Checker	90.00
Sr. Registered Engineer	125.00	Code Enforcement Officer	75.00
Senior Design Engineer	115.00	Permit Specialist	66.00
Associate Engineer	110.00		
Assistant/Design Engineer	98.00	Community Development Director	145.00
		Principal Planner	132.00
Senior Traffic Engineer/Manager	150.00	Senior Planner	107.00
Transportation Planner	110.00	Associate Planner	97.00
Traffic Engineer Associate	95.00	Planning Technician	68.00
Sr. Draftsperson (CADD)	90.00	Landscape Director	116.00
Draftsperson (CADD)	80.00	Associate Landscape Architect	95.00
Computer Technician	80.00	City Forester	88.00
Senior Environmental Consultant	138.00	Expert Witness Services	200.00
Environmental Engineer/Scientist II	108.00	Senior Contract Administrator	107.00
Environmental Engineer/Scientist I	96.00	Administrative Assistant	57.00
Environmental Inspector	78.00	Word Processor	50.00
		Clerical	45.00
Senior Public Works Inspector	95.00		
Public Works Inspector	87.00		
3-Person Survey Crew	270.00		
2-Person Survey Crew	210.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden.

The above hourly rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

CHARLES ABBOTT ASSOCIATES INC.

27401 LOS ALTOS • SUITE 200 • MISSION VIEJO, CA 92691

(949) 2367-2850 • FAX (949) 367-2852

EMAIL: MARKABBOTT@CAAPROFESSIONALS.COM

ORIGINAL

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos /*Charles Abbott & Associates.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City") and Charles Abbott Associates a California Corporation incorporated on July 1, 1987 ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Building and Safety Plan Check and Inspection Services and NPDES Business Inspection Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's June 1, 2010 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 revised proposal received on June 10, 2010 to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": July 1, 2010.
- 3.4 "Expiration Date": June 30, 2012.

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in 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 monthly sum of 80% of permit and plan check fees up to \$15,000, 70% \$15,001 to \$30,000 and 60% over \$30,000 including counter, inspection, plan check and CBO oversight and all out of pocket expenses and \$23,724 for NPDES Business Inspection Program 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. Greg Robinson shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

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

Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the

performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay the premium thereon at Consultant's expense.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

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

With courtesy copy to:
Sandra J. Levin, Esq.
Los Alamitos City Attorney
Colantuono & Levin, P.C.

If to Consultant:

Rusty Reed, Charles Abbott Associates
879 West 190th Suite 920
Gardena CA 90248
Telephone: (310) 257-2000
Facsimile: (310) 534-8082

300 S. Grand Ave., Suite 2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted

for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

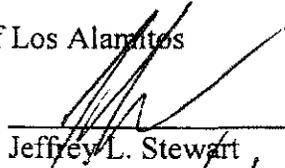
express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

"City"

City of Los Alamitos

By:


Jeffrey L. Stewart

Date:

6/27/10

"Consultant"

Charles Abbott and Associates

By:


Rusty Reed, CEO/President and Owner

Date: 6/29/2010

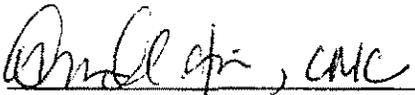
By:


Susan Abbott, Majority Owner

Date: 6/29/2010

Attest:

By:

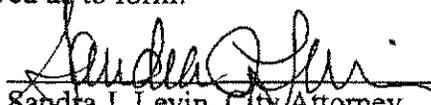

Adria M. Jimenez, CMC, City Clerk

Date:

6/21/10

Approved as to form:

By:


Sandra J. Levin, City Attorney

Date:

6/21/10

EXHIBIT A
SCOPE OF WORK



PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE
CITY OF LOS ALAMITOS

B. FIRM APPROACH TO SCOPE OF WORK

Charles Abbott Associates, Inc. (CAA) will provide all staffing and resources necessary to administer and operate the City of Los Alamitos' (City) Building & Safety Division and conduct the City's state mandated National Pollutant Discharge Elimination System (NPDES) storm water industrial and commercial, including construction site, inspections. The following is our understanding and proposed Scope of Work requested in the City's Request for Proposal to provide "Building and Safety Services & NPDES Inspections."

I. BUILDING AND SAFETY SERVICES (GENERAL)

CAA will provide staff to serve as the City's Chief Building Official, as needed, and will provide a full-time Building Official and Inspector. CAA staffing levels will ensure that all City Building and Safety inspections and plan reviews are conducted in an efficient and courteous manner that is responsive to the City's and public's needs. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City's financial and staffing burdens.

CAA's Building & Safety services for the City will include issuance of building permits, review of plans and development specifications, inspections of construction sites and buildings, performance of NPDES jobsite compliance inspections, responding to public inquiries, and investigating code violations and complaints. As part of CAA's services we are committed to the following:

- CAA will conduct a thorough review of the building division and its practices to identify the extent to which documented procedures are followed and the effectiveness of these processes. CAA will identify and work with City staff to correct areas of non-conformance and inefficiency.
- CAA will work with City staff and its contractors as well as outside agencies to improve processes and procedures.
- CAA will place and maintain only qualified staff on the project and will furnish all materials and equipment necessary to operate a professional and efficient Building Services Division.
- CAA will provide on-site plans reviews, during normal Building Division hours, to ensure compliance with the California Codes as amended by the State and as amended by the City.
- CAA staff will review, track, and issue building/development permits for all building related projects in the City.
- CAA will coordinate all permit requirements with the Planning, Fire, Engineering, Health, and Community Service Departments.





PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE
CITY OF LOS ALAMITOS

-
- CAA staff will meet with citizens, developers, architects, and engineers at City Hall or in the field, as the need dictates, to resolve questions and ensure official project processing in a timely and efficient manner.
 - CAA will provide fully trained and certified inspectors to ensure compliance with all applicable safety codes, City ordinances, conditional use permit requirements, and/or land use regulations.
 - CAA will coordinate Certificate of Use/Occupancy processing and permit issuance.
 - CAA will respond to citizen inquiries, complaints, and requests for public records related to the proposed services.
 - CAA staff will coordinate, update, and implement the *Standard Procedures Manual*.
 - CAA will coordinate the creation and distribution of information, staff reports, and exhibits as well as attend meetings with the City homeowners' and commissions as directed by City staff.
 - CAA will provide detailed monthly, quarterly, and annual reports of our activities to the City on accountability report forms approved by the City. The reports will include, but not limited to, fees collected, staffing levels provided, staff hours expended, the number of permits issued, number of inspections, by type, made, and other financial, operational, and statistical information pertinent to the services provided.
 - CAA staff will cooperate with the Orange County Assessor's office to provide statistical and related information required for the efficient assessment of new developments and/or building projects.
 - CAA will attend all City Council meetings, Commission meetings, and Committee meetings as required or as requested.
 - CAA will provide technical support to other City departments and staff as necessary or required.
 - CAA will keep daily logs of permit and inspection activities. CAA will submit necessary reports to other agencies as required by law and the City. We will coordinate the content and format of the reports to the Council with City staff.
 - CAA will conduct any necessary or required investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents. Code enforcement for work requiring a permit is included. Code Enforcement of other municipal and zoning codes, not billable to a permit, will be performed for an additional but nominal amount negotiated with and approved by the City.
 - CAA will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building Services Division.

CAA maintains well qualified and educated inspectors and plan checkers. These staff regularly attends training courses, seminars, and conferences to ensure each is up-to-date with the most relevant issues in the industry. As an example of these advanced industry training standards, CAA



PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE CITY OF LOS ALAMITOS

provides California Building Official, (CALBO) certified in-house training to staff to ensure they are aware of all State-mandated procedures, policies, and requirements.

II. BUILDING AND SAFETY SERVICES (DETAILED)

CAA has the resources and technical capabilities to meet the demands Building and Safety Division services of the City. The following sections identify the basis of our service agreement and promises:

- **Architectural** – CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the City's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on CALBO and International Code Council (ICC) committees.
- **Structural** – CAA's Manager of Plan Review Services, is a California registered Structural Engineer who has reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. CAA's plan review engineers maintain both California and Nevada registration with an average experience of over 30 years in structural and design plan review.
- **Mechanical** – CAA staff are experienced in plan review and inspection of mechanical installations from simple FAU applications to complex smoke control systems. CAA staff will bring such knowledge, experience, and understanding to City reviews and inspections.
- **Plumbing** – CAA staff are well knowledgeable and experienced in the review and inspection of plumbing plans and installations including applications from the simple to the complex. Since many of our staff has worked in the field, they can draw on their own expertise and experiences as the designer, developer, and inspector.
- **Electrical** – CAA staff is experienced in the plan review and the inspection of various electrical installations.
- **T-24 Energy** – CAA staff are well-informed of California's Energy Efficiency Standards for Residential and Non-residential Buildings, or "T-24 Energy" standards. CAA staff receives extensive annual training to ensure that each is aware of the specifics of these state programs.





PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE CITY OF LOS ALAMITOS

-
- **Accessibility** – CAA staff attends state and locally sponsored CALBO and ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on CALBO's *Accessibility Compliance Committee*. CAA can provide a *Certified Access Specialist Program (CASp)* professional to meet California's new requirements taking effect in July 2010.
 - **Permit Software Data Entry** – CAA is familiar with the Hdl[®] permit software but can also provide our own customized FileMaker Database system to assist in permitting, plan check processing, and NPDES storm water inspections. CAA has a proven track record with this application in municipal building programs and services.
 - **Permit Applications** – CAA's core business and central municipal service has and remains to be municipal building and development plan review, permit processing and inspection. CAA can provide this service to the City in the most efficient and cost-saving manner possible. CAA now provides full staffing for numerous Community Development building departments throughout Southern California, as a result we are aware of state requirements for applications.
 - **LEEDs** – CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC), Leadership in Energy & Environmental Design (LEED) certification standards. CAA have staff certified through the LEED process that are available to review City development projects that are required to have LEED Certification(s).
 - **Green Building Code Review** – CAA can and will provide staff that are aware and up to date on the 2010 California Green Building Standards (*CALGreen*) Code revisions. As with LEED certification, CAA seeks to enhance and improve City development projects through cooperation and collaboration with stakeholders.
 - **Soils and Grading** – CAA staff possess extensive knowledge and experience in soil and geological grading procedures. CAA can provide guidance, instruction, and assistance to City and contract staff for projects with varying soils and grading complexities.

CAA has taken extensive steps to implement and use more efficient or "green" service options to its clients. CAA can provide various communication options, including video conferencing and paperless plan review, to our clients and applicants to reduce environmental impacts such as paper use and travel and commute impacts – all intended to reduce CAA's and the City's carbon footprint.

A. TECHNOLOGY REQUIREMENTS

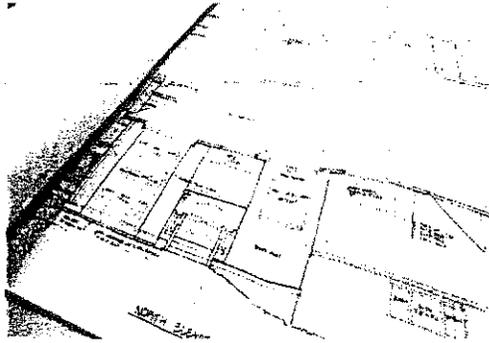
CAA staff is prepared to work with any computer software as needed. CAA has worked with the HDL system. CAA continues to search for ways to improve service and efficiency using technology like Skype and virtual staffing for electronic plan check



PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE CITY OF LOS ALAMITOS

B. CAA Plan Check Service Plan:

- Review plans to ensure compliance with the current California Building Codes and all State and local amendments.
- The Building Official/Inspector will provide counter hours for the public to review simple plans.
- The Building Official/Inspector will provide plan review for non-structural plans (conventional framing) including most room additions, tenant improvements, electrical, plumbing and mechanical plans. Complex electrical, mechanical or plumbing plans will be shipped to the appropriate CAA plan checker.
- CAA will create a standard plan checklist for the City of Los Alamitos to ensure consistency in plan review.
- CAA will create handouts for the public to help in the plan check process.
- If the City issuing database does not provide tracking of plan checks, CAA will provide one.
- For CAA standard turnaround times: Please see Section G



C. INSPECTION SERVICES

CAA Inspection Service Plan includes the following:

- CAA will provide a Certified Building Official/Inspector with set counter hours for the public to answer questions and provide over the counter plan check from 7:30 to 10:00 am and from 2:00 to 4:30 p.m.
- The Building Official/Inspector will complete the inspections between 10:00 a.m. and 2:00 p.m.
- Inspection requests called in by 6:00 a.m. will be completed the same day.
- The workload will determine the amount of time the Building Official/Inspector spends on inspections. If the workload demands more than one inspector, CAA will provide additional support.
- CAA will provide a list of CAA Building Staff in the area of Los Alamitos for emergency situations; CAA staff are Disaster Service Worker (DSW) certified
- CAA Building Officials/Inspectors are cross-trained for plan check and permit issuance.
- CAA Building Inspectors will provide inspection per the California Building Codes with Local amendments and approved plans.



PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE
CITY OF LOS ALAMITOS

-
- CAA Building Inspectors will provide clear concise corrections for the applicant, corrections will be provided in a professional manner
 - Customer service has been a priority of CAA for over 25 years.
 - CAA will create handouts for the public to help with the code and inspection process.
 - CAA will complete Code required paper work and any additional requirements by the City.

D. Guaranteed Response Times:

In an effort to provide quality assurance, CAA proposes to use our "best service guarantee" program. This program assures the City that all turn around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.





PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE CITY OF LOS ALAMITOS

III. NPDES INSPECTIONS OF COMMERCIAL AND INDUSTRIAL FACILITIES

The City of Los Alamitos has approximately 913 commercial and industrial facilities that are subject to NPDES inspections within the five-year permit term. The City anticipates that approximately 370 commercial—and—industrial inspections will be required on an annual basis. CAA staff has extensive experience in performing inspections of commercial and industrial facilities, conducting inspections on behalf of City, County, State and Federal environmental protection agencies. CAA will competently and effectively conduct all of the aforementioned inspections on behalf of the City of Los Alamitos.

The North Orange County Municipal Storm Water Permit (Order No. R8-2009-0030) requires each City to conduct inspections of commercial and industrial facilities and to report findings in the Program Effectiveness Assessment (PEA) Report annually. CAA will conduct inspections of approximately 370 of the City's commercial and industrial facilities on an annual basis. Our services will include the following key tasks:



A. KEY TASKS

- CAA's inspectors will perform inspections of the City's, retail gasoline outlets, dry cleaners, nurseries and greenhouses, and industrial/commercial facilities in accordance with Permit sections IX and X. Our inspectors will confirm the status of storm water pollution control BMPs; document program compliance status; obtain signatures of the owner or owner's representative at the conclusion of each inspection; and disseminate storm water best management practices (BMPs) informational outreach materials.
- CAA will review storm water control BMP implementation, effectiveness and maintenance; verify that facility properly manages any outdoor material storage areas; shows no evidence of excessive staining; properly manages trash bins; maintains housekeeping BMPs; prohibits illicit discharges to the storm drain system; routinely cleans and inspects any storm drain inlets located on the facility's property; and trains employees to implement storm water BMPs.
- CAA inspectors will document inspections utilizing a City of Los Alamitos inspection forms. All inspections will include written findings and Geographical Information Systems (GIS) encoded photographs.
- In the event that inappropriate material or waste handling or storage practices are observed, or there is evidence of past or present unauthorized, non-storm water discharges are



PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE CITY OF LOS ALAMITOS

present; CAA inspection staff will issue a written enforcement order and corrective action notice, to bring the site into compliance.

- CAA will immediately notify the City of facilities with illicit discharges and other conditions that pose a threat to human health or the environment. CAA will document the conditions of non-compliant facilities with GIS photos and submit them to the City.
- CAA will insure that inspector(s) have received training as stipulated in Section XVI of the Permit.

B. OPTIONAL TASKS:

- **Follow-up Inspections:** CAA inspectors will perform follow-up inspections of facilities found to be significantly out-of compliance.
- **Inspection Database Development and Maintenance:** In accordance with Permit sections IX.1 and 6 and X.1 and 5., CAA will develop a database to document the results of the City's inspection program. The database will include the following required data: the facility name and address; relevant information on ownership; Standard Industrial Code(s) (SIC); General Industrial Permit WDID # if any; facility size and GIS coordinates. In addition CAA will document the date of inspection, name of inspector(s) present, the photographic and written results of the inspection, and any enforcement actions taken.

IV. ASSESSMENT OF THE CITY'S NEEDS AND OVERALL APPROACH

In this section of our proposal provides a discussion of the City's needs and our overall approach and philosophy that we believe are important to delivering the services desired by the City. The City of Los Alamitos is seeking assistance from a qualified consultant to provide comprehensive Building and Safety Service. The City wants services that will assure residents and other applicants receive high level, timely, cost effective, and reliable response from the staff providing those services, while complying with City of Los Alamitos directives, codes and policies.

A. GENERAL PHILOSOPHY STATEMENT

CAA's general philosophy is to assure the City that CAA will accomplish the scope of services in a comprehensive and thorough manner:

- **Service:** Staff working in the City must be service oriented, courteous, and reliable. The residents of Los Alamitos must receive personalized service by staff that understands their needs, while representing the City.
- **Professionalism:** You must have a high level of confidence in the staff assigned. The individuals serving the City must not only possess the technical skills you are seeking but the interpersonal skills that tie technical know-how to practical service.
- **Control:** City management and officials must have control of their operations. Our approach assures that you control the services to be delivered and that we are held



PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE CITY OF LOS ALAMITOS

accountable. Levels of service are provided to meet the workload demand and the priorities of the City are clearly defined.

- **Responsiveness:** The City must be served by a consultant team that works effectively with permanent City staff, responds with flexibility to the needs and priorities of the City, and deals effectively with the public.
- **Objectivity:** CAA provides service only to governmental agencies to eliminate conflict of interest. CAA has been reviewed by ISO with some of the highest ratings.

As we deliver these services, it is CAA's practice to continually:

- Evaluate our operations to assure that services are being properly, efficiently, and courteously delivered;
- Evaluate services being provided and the staffing assigned to complete the work, and to assure that staffing levels are appropriate based on the workload; and
- Evaluate and identify improvements in the process for the City's consideration.

B. SUMMARY OF WHAT YOU CAN EXPECT

CAA is capable of delivering all the necessary personnel and resources to provide a full service Building Department including, but not limited to, the following:

- As-needed, Chief Building Official;
- Certified Building Official/Inspector, and other qualified staff as workload dictates;
- CAA has over 35 Building Department staff and 14 Environmental staff to help support Los Alamitos;
- Ability to meet with the public before or after normal business hours;
- "One-stop" handling of submittals;
- Counter hours for the Building Inspector and Plan Check Staff;
- Over-the-counter or next day plan checks for the majority of submittals;
- Turnaround of ten working days or less for first plan checks on major projects;
- All rechecks completed within five working days or less;
- Expedited plan review, if requested, within 48 hours;





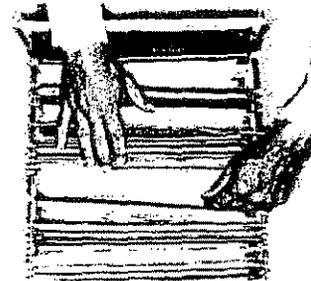
PROPOSAL TO PROVIDE BUILDING SERVICES AND NPDES INSPECTIONS TO THE CITY OF LOS ALAMITOS

- Additional Services are available to the City not called out in the RFP, including Environmental Services and Engineering Services;
- All personnel assigned to the City of Los Alamitos will have sufficient on-going training to perform their assigned duties and will meet or exceed state requirements and the minimum qualifications stated in the RFP; and
- CAA agrees to provide proof of insurance as required by the RFP.

C. SMOOTH TRANSITION FROM CURRENT SERVICES

The transition from current services' staff to the CAA team will be smooth, timely, and unnoticed by the public. We will review City forms, procedures, and policies immediately and will recommend any efficiencies to the City. Any action will be closely coordinated with City Management.

Our role is to effectively work with City staff, provide optimum services to the public, and to generate a cost benefit to Los Alamitos. CAA has a proven track record with other clients and we can achieve similar results for your City.



The following is an outline of the key tasks that generally need to be completed as part of transitioning to CAA staff. If selected, CAA will prepare a detail of tasks, along with a timetable for completion and tracking of progress.

- Document services and tasks to be transitioned along with responsibilities for the parties involved.
- Assure a complete understanding of each item to be transitioned along with current status and anticipated workload.
- Identify how past and existing permits and plan checks will be handled along with related responsibilities for issuance and/or inspection.
- Develop review and control procedures.
- Assure proper records transfer.
- Discuss fee collection and retention of fees already collected for plans, permits and inspections.
- Develop timing/schedule for transition.
- Analyze space and other operational requirements.
- Implement progress/monitoring reports.
- Establish meeting schedules to assess transition.

EXHIBIT B
APPROVED FEE SCHEDULE



I. COST PROPOSAL BUILDING AND SAFETY SERVICES

CAA's fee proposal for Building and Safety Services includes all CAA labor, overhead, reimbursable expenses, and out-of-pocket expenses. CAA will also supply vehicles, cellular telephones and the computers needed to perform these functions. Our proposal anticipates that the City will provide the office space, furniture, telephones, fax machine, copier, file cabinets, postage, forms, applications, and other office stationary.

Monthly Fees Collected*	CAA's % of Fees
Up to \$15,000	80%
\$15,001 to \$30,000	70%
Over \$30,000	60%

On the following page, we have listed our current hourly rates for additional professional services and other direct costs.

COST PROPOSAL NPDES INSPECTIONS

Commercial and Industrial Facility Inspections will be undertaken by CAA on a time and materials basis in accordance with our schedule of fees for an amount not-to-exceed \$23,724 during FY 2010-2011. We will request your written authorization prior to providing any services beyond this amount.

DESCRIPTION	STAFF HOURS	COST
Program Management		
Senior Environmental Consultant	8	\$1104
TOTAL TASK	8	\$1104
Commercial and Industrial Facility Inspections		
Environmental Inspector	290	\$22,620
TOTAL TASK	290	\$22,620
GRAND TOTAL	395	\$23,724

City of Los Alamitos

Agenda Report Consent Calendar

May 21, 2012
Item No: 8G

To: Mayor Troy D. Edgar & Members of the City Council
Via: Angie Avery, City Manager
From: Steven A. Mendoza, Community Development Director
Subject: Amendment No. 1 to Professional Services Agreement for City Engineer Services

Summary: This item is to consider continuing services with Willdan Engineering to provide Engineering services. The current Professional Services Agreement (PSA) expires on June 30, 2012, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 1 of the PSA with Willdan Engineering for Engineering services.

Background

Willdan Engineering has been providing Engineering services to the City of Los Alamitos since January 19, 2010 through a Professional Services Agreement (PSA). The PSA solidified the following terms:

- \$95.00 per hour up to 30 hours per week
- Attendance at City Council meetings at no costs
- Clear understanding that Willdan Engineering will offer Engineering Services for select capital improvement projects not to exceed the budgeted design cost of each CIP project subject to City Manager acceptance of submitted scope of work.

The PSA expires on June 30, 2012, but can be extended by mutual agreement. Staff has been very satisfied with the service provided by Willdan Engineering and believes Mr. Dave Hunt has been a great compliment to the City's Capital Improvement Projects and other Engineering duties as evidenced by the following list of recently completed and/or in progress Capital Improvement Projects:

1. Katella repavement project using American Recovery Act funds
2. Shade cover at pool

3. Pool heater replacement
4. Highlands neighborhood repavement
5. City-wide roofing
6. Apartment Row alley replacement
7. Katella median at Chestnut
8. Laurel Park field rehabilitation
9. Coyote Creek project
10. Gas Tank Removal
11. Facilitated Apartment Row alley speed bump study
12. Completed the Design and out to bid of Via El Mercado Street Improvements
13. Completed the Design and out to bid of Cerritos Ave Street Improvements
14. Completed Design of residential street plans in Old Town West
15. Completed the Pavement Management Plan Update
16. 3 years of Measure M submittals
17. ADA Access Ramps around the community
18. Development of three CIP budgets
19. Staff liaison to Traffic Commission
20. Finalized bids and specs for five in one project including:
 - a. Walnut Street
 - b. Humbolt Cerritos Intersection
 - c. Carrier Row Access Ramps
 - d. Florista Street repavement
 - e. Calle Lee & Corporate Center
 - f. Katella Siboney Drainage Improvement

Willdan Engineering has agreed to provide continued service at the rate of \$95.00 per hour, far below its usual rate of \$200 per hour. The attached Amendment No. 1 to the PSA extends the City's contractual relationship with Willdan Engineering for two years at the same terms mentioned above, with no increase in rates.

Fiscal Impact

The City's adopted budget reflects an amount of \$25,000.00 for the City Engineer. The remainder of the funding is billed to the Capital Improvement Projects completed by Willdan Engineering.

Submitted By:



Steven A. Mendoza
Director of Community Development

Approved By:



Angie Avery
City Manager

- Attachments:
1. Amendment No. 1 – Willdan Engineering
 2. Professional Services Agreement – Willdan Engineering

AMENDMENT No. #1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos and Willdan Engineering)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 1st day of July, 2012, at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Ave., Los Alamitos, California 90720 (“City”) and Willdan Engineering, a California corporation, 2401 East Katella Ave., Suite 450, Anaheim, CA 92806(“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated February 7, 2011, in the following fashion:

“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: June 30, 2014.

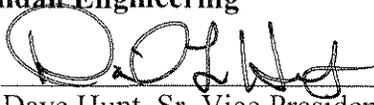
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

By: _____
Troy D. Edgar, Mayor

Date: _____

“Consultant”
Willdan Engineering

By:  _____
Dave Hunt, Sr. Vice President

Date: 5/3/12

By:  _____
Roy Gill, Secretary/Treasurer

Date: 5/3/12

Attest:

By: _____
Angie Avery, City Clerk

Date: _____

Approved as to form:

By: _____
Sandra J. Levin, City Attorney

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Willdan Engineering)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City wish to extent the Agreement for general engineering services, entered into with Consultant on January 20, 2010.
- 2.2 City does not intent the Consultant to be an officer or employee of the City as a result of the general engineering services provided pursuant to the Agreement. *Kennedy v. City of Gustine*, 199 Cal. 251 (1926); *Staheli v. City of Redondo Beach*, 131 Cal. App. 71 (1933).
- 2.3 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 January 18, 2010 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Commencement Date": February 7, 2011
- 3.3 "Expiration Date": June 30, 2012.

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services and in this Section 5 of the Agreement. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred and twenty thousand dollars (\$ 120,000) 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.
- 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. David L. Hunt 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.
- 5.6 Consultant shall attend City Council meetings at no additional costs. Consultant shall further offer engineering services for select capital improvement projects, not to exceed the design budget of each such project and subject to the City Manager approval of a scope of work submitted by Consultant.

6. COMPENSATION

- 6.1 City agrees to provide compensation to the Consultant for the services provided under this Agreement, in the amount of \$95.00 per hour up to 30 hours per week, and Consultant agrees to accept such payments as full satisfaction for such services.

- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this

Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or

any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay the premium thereon at Consultant's expense.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

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

With courtesy copy to:

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
Sandra J. Levin, Esq.

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

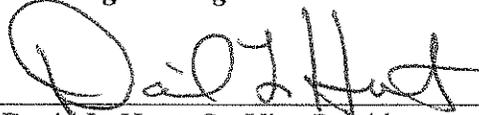
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now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

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

“City”
City of Los Alamitos

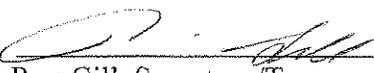
“Consultant”
Willdan Engineering

By: 
Kenneth Stephens, Mayor

By: 
David L. Hunt, Sr. Vice President

Date: 2-7-2011

Date: 2-2-11

By: 
Roy Gill, Secretary/Treasurer

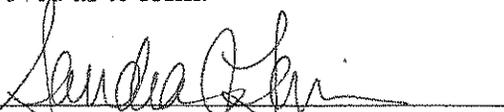
Attest:

By: 

Adria Jimenez, City Clerk

Date: 02-07-11

Approved as to form:

By: 
Sandra J. Levin, City Attorney

Date: 2-7-11

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE

January 18, 2010

Mr. Jeffrey Stewart
City Manager
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Subject: Proposal to Provide City Engineer Services

Dear Mr. Stewart:

As requested, Willdan Engineering (Willdan) is pleased to submit this proposal to provide the City of Los Alamitos with City Engineer services. Willdan is a private engineering firm specializing in professional services to public agencies and currently serves as City Engineer for 23 cities in the Southern California area.

Willdan is pleased to continue to offer Mr. David L. Hunt, P.E., with over 30 years of municipal engineering experience, to serve as City Engineer for the City of Los Alamitos. Willdan proposes to provide Mr. Hunt to the City of Los Alamitos at an hourly billing rate of \$95.00.

Two originals of this proposal are being submitted. Please indicate the City's approval and authorization to proceed by signing both originals and returning one to our office. Thank you for giving us the opportunity to submit this proposal. If you have any questions, please contact me at (714) 978-8200 or e-mail dhunt@willdan.com.

Respectfully submitted,

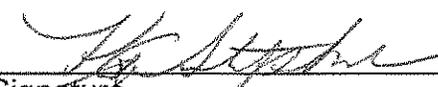
WILLDAN ENGINEERING



David L. Hunt
Senior Vice President

Approval and Authorization to Proceed By:

CITY OF LOS ALAMITOS



Signature

2-7-2011
Date

David Hunt, PE

Senior Vice President

Education

MS, Civil Engineering,
California State University,
Fullerton

BS, Civil Engineering,
California State University,
Fullerton

Registration

Civil Engineer, California
No. 30514

Affiliations

American Public Works
Association

American Society of Civil
Engineers

33 Years Experience

Mr. Hunt, Senior Vice President is ultimately responsible for the quality and timely delivery of a variety of projects involving the resources of Willdan's full-service capabilities. He is currently the City Engineer in Los Alamitos and has been the interim Public Work Director for the City of La Habra, the interim City Engineer for the City of La Habra, the Deputy Public Work/Assistant City for the City of Pomona and Special Projects coordinator for the City of Pomona. And has served as Principal in charge for plan checking in the Cities of Lake Forest, Brea, Yorba Linda, Dana Point and Fontana and for the Counties of San Bernardino and Orange. In his 33 years of experience as an engineer in the Southern California area, Mr. Hunt has developed an expertise in public infrastructure design, award, and construction.

Relevant Project Experience

City of La Habra, Interim Public Works Director. Supervised 45 staff member in the Public Works yard which includes the Street, Landscaping, Fleet, Refuse, Sewer, and Water Departments. In addition, Mr. Hunt works with the City Manager and Administrations staff on budgets, staff report, city council presentations, and citizen complaints.

City of La Habra, Interim City Engineer. As Interim City Engineer, he has assisted the Director of Public Works in coordinating, reviewing, and supervising engineering activities, including design and construction of capital projects and other improvement projects, subdivision improvement plan checking, contract administration, construction inspection, compliance with Federal, State and local laws and ordinances, and establishing departmental policies.

City of Pomona, Deputy Public Works Director/Assistant City Engineer. As Public Works Director/Assistant City Engineer, he has assisted the Director of Public Works/City Engineer in coordinating, reviewing, and supervising engineering activities, including design and construction of capital projects and other improvement projects, subdivision improvement plan checking, contract administration, construction inspection, compliance with federal, state and local laws and ordinances, and establishing departmental policies.

City of Lake Forest, City Engineering Services and Plan Checking. Principal in Charge. Responsible for checking improvement plans for the City, including street and storm drain plans, including the associated hydrology and hydraulic calculation reports, and reviewing storm water pollution prevention plan and water quality management program for conformance with the National Pollutant Discharge Elimination System (NPDES) permit for Orange County's Drainage Area Management Plan (DAMP). Reviewed site plans for the Community Development Department and prepared engineer's reports recommending Department of Public Works Conditions of Approval for several site development and use permit applications. Assisted in preparation of the City's Capital Improvement Program, budgeting, advertisement and award of contract and contract administration.

Assisted in the preparation of council agenda items, capitol improvement plans, capital improvement project contract administration, preconstruction meetings, budgeting and

David L. Hunt, PE

Continued

estimating, preparation of requests for proposals, issuance of encroachment and film permits, and public counter assistant.

Assisted in the review and preparation of the Orange County quit claim deed transferring real property and easements from the County to the City. Assisted in the transfer of documents, plans, and other materials filed at the County of Orange involving two annexations of an unincorporated county area.

City of Yorba Linda, Plan Check. Principal in Charge. Responsible for checking improvement plans for the City, including street and storm drain plans, including the associated hydrology and hydraulic calculation reports, and reviewing water quality management plans for conformance with the National Pollutant Discharge Elimination System (NPDES) permit for Orange County's Drainage Area Management Plan (DAMP).

County of Orange, RDMD County of Orange Plan Check Services. Principal in Charge. Perform plan checking services for the subdivision and infrastructure service review, hydrology/hydraulic calculations, public improvement plans, storm drain plans and water quality management plans.

City of Brea, Plan Check. Principal in Charge. Perform plan check services for the Department of Development Services, review hydrology/hydraulic calculations, public improvement plans, storm drain plans, review grading plans, single lot developments, retaining wall plans and calculations. Reviewed preliminary H/H report for a proposed hillside development, Canyon Crest, on a 369-acre site along Carbon Canyon Road in the northern City limits.

WILLDAN ENGINEERING
Schedule of Hourly Rates
 Effective July 1, 2010 to June 30, 2011

ENGINEERING	LANDSCAPE ARCHITECTURE
Principal Engineer \$200.00	Principal Project Manager 180.00
Director 180.00	Principal Landscape Architect 150.00
Deputy Director 180.00	Senior Landscape Architect 125.00
Principal Project Manager 180.00	Associate Landscape Architect 115.00
City Engineer 180.00	Assistant Landscape Architect 100.00
Project Manager 180.00	
Program Manager 180.00	BUILDING AND SAFETY
Supervising Engineer 160.00	Director 180.00
Senior Engineer 145.00	Deputy Director 180.00
Senior Design Manager 145.00	Principal Project Manager 180.00
Design Manager 135.00	Supervising Plan Check Engineer 150.00
Associate Engineer 135.00	Building Official 150.00
Senior Designer 130.00	Plan Check Engineer 140.00
Senior Design Engineer II 130.00	Deputy Building Official 140.00
Senior Design Engineer I 125.00	Inspector of Record 140.00
Designer II 120.00	Senior Plans Examiner 125.00
Designer I 115.00	Supervising Building Inspector 125.00
Design Engineer II 120.00	Plans Examiner 115.00
Design Engineer I 115.00	Senior Building Inspector 115.00
Senior Drafter 110.00	Supervisor Code Enforcement 115.00
Drafter II 100.00	Building Inspector **105.00/110.00
Drafter I 95.00	Supervising Construction Permit Specialist 105.00
Technical Aide 85.00	Senior Construction Permit Specialist 100.00
	Senior Code Enforcement Officer 95.00
CONSTRUCTION MANAGEMENT	Assistant Building Inspector **95.00/110.00
Director 180.00	Code Enforcement Officer 80.00
Deputy Director 180.00	Construction Permit Specialist 80.00
Project Manager 180.00	Assistant Construction Permit Specialist 85.00
Senior Construction Manager 155.00	Plans Examiner Aide 75.00
Construction Manager 145.00	Assistant Code Enforcement Officer 70.00
Assistant Construction Manager 120.00	
Utility Coordinator 125.00	PLANNING
Labor Compliance Manager 120.00	Director 180.00
Labor Compliance Specialist 95.00	Deputy Director 180.00
	Principal Planner 150.00
INSPECTION SERVICES	Principal Community Development Planner 150.00
Supervising Public Works Observer 120.00	Senior Planner 130.00
Senior Public Works Observer 110.00	Senior Community Development Planner 130.00
Public Works Observer **100.00/110.00	Associate Planner 115.00
Assistant Public Works Observer **100.00/110.00	Associate Community Development Planner 115.00
	Assistant Community Development Planner 105.00
SURVEYING	Assistant Planner 105.00
Principal Project Manager 180.00	Planning Technician 85.00
Supervisor - Survey & Mapping 155.00	Community Development Technician 85.00
Senior Survey Analyst 130.00	
Certified Party Chief 130.00	ADMINISTRATIVE
Senior Calculator 120.00	Computer Data Entry 65.00
Calculator II 110.00	Clerical 65.00
Calculator I 100.00	Word Processing 65.00
Survey Analyst II 115.00	Personal Computer Time 30.00
Survey Analyst I 100.00	
Survey Party Chief 115.00	Mileage reimbursement will be charged at the current Federal
Field Party (One) 180.00	guideline rate at the time of billing. Vehicles will be charged at
Field Party (Two) 235.00	a monthly rate of \$500.00.
Field Party (Three) 295.00	** Prevailing Wage Project, Use \$110.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.75 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2010 thru June 30, 2011, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacram area, but not more than five percent per year.

City of Los Alamitos

Agenda Report Discussion Items

May 21, 2012
Item No: 8H

To: Mayor Troy D. Edgar & Members of the City Council
Via: Angie Avery, City Manager
From: Steven A. Mendoza, Community Development Director
Subject: Local Landmark Designation – Los Alamitos Museum

Summary: This is an item to consider allowing a City owned property be designated as a local landmark in accordance with Section 17.22 of the Los Alamitos Municipal Code.

Recommendation: Authorize the application for the Los Alamitos Museum, 11062 Los Alamitos Boulevard, as a local landmark designation and authorize the City Manager to sign the necessary application.

Background

The Los Alamitos Museum Association, Inc. has filed a request with the Planning Commission to designate five properties as Local Landmarks in accordance with Chapter 17.22 of the Los Alamitos Municipal Code.

On Monday April 14, 2012, the Planning Commission, at the request of Los Alamitos Museum Association, Inc., considered the listing of the Los Alamitos Museum as a local landmark property with the condition that the City Council, as property owner, concur with the designation. Any property, structure, or site, can only be listed with the written consent of the owner. When a property is placed on this local landmark list, it is subject to the following regulations:

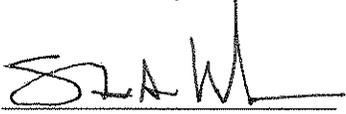
- *Every attempt shall be made to restore or modify the local landmark in a way to maintain the historic nature of the property, but not so as to burden the owner of the local landmark with the requirements that are not practically or economically available in current markets.*
- *Minor alterations of a local landmark shall be subject to review and approval of the Department Director.*
- *Major alterations including increase in floor space, demolition and exterior alteration shall be subject to review by the Planning Commission or Site Plan Review.*

Action by the City Council validates the Planning Commission's actions regarding the local landmark designation of the Los Alamitos Museum located at 11062 Los Alamitos Boulevard.

Fiscal Impact

None.

Submitted By:



Steven A. Mendoza
Director of Community Development

Approved By:



Angie Avery
City Manager

- Attachments:*
- 1. Section 17.22 of the Los Alamitos Municipal Code*
 - 2. History and Photos of the Los Alamitos Museum*

Los Alamitos Municipal Code

[Up](#) [Previous](#) [Next](#) [Main](#) [Collapse](#) [Search](#) [Print](#) [No Frames](#)

Attachment 1

[Title 17 ZONING](#)[Division 3. Site Planning and General Development Standards](#)**Chapter 17.22 LOCAL LANDMARKS****17.22.010 Purpose.**

This section is created to assist in the identification and preservation of historic and cultural resources within the city. These guidelines are necessary in order to preserve those elements of Los Alamitos' heritage, which may now or in the future be endangered as to their very existence or in maintaining their historic or cultural integrity. (Ord. 688 § 1 (part), 2006)

17.22.020 Duties of the planning commission.

The commission shall have the authority to review and make determinations and/or recommendations on various matters relating to a local landmark, as provided in this chapter. (Ord. 688 § 1 (part), 2006)

17.22.030 Register of local landmarks.

There shall be created a Los Alamitos register of landmarks that shall contain the name, location, pertinent historic data, and date of entry on the register of structures, or natural or manmade features receiving a local landmark designation. The Los Alamitos register of landmarks shall be maintained in the city clerk's office. (Ord. 688 § 1 (part), 2006)

17.22.040 Procedure for review of requests for local landmark designations.

A. Landmark Designation. Upon the written consent of the property owner, the commission may upon its own initiative or upon request of a person or government agency, approve a local landmark designation for a historic or cultural resource in the city.

B. Public Hearing. The commission shall hold public hearings on requests for local landmark designation in compliance with Chapter 17.66 (Public Hearing Notice Procedures).

C. Findings and Decision. The commission, after due consideration and public hearing, shall by resolution approve or disapprove the request for local landmark designation, stating the reasons for the action.

D. Appeal of Decision. The decision of the commission shall be final unless appealed to the council within fifteen (15) days of the decision. If appealed, the decision of the commission shall be reviewed by the council at a public hearing and the council, shall by resolution, approve or disapprove the request, stating the reasons for the action.

E. Notice with City Clerk. Upon approval of a local landmark, notice shall be placed with the city clerk and in the building permit address file for consideration before issuance of future requested building permits. (Ord. 688 § 1 (part), 2006)

17.22.050 Criteria for designation.

In considering a request for a local landmark designation, the following criteria shall be used in determining eligibility:

- A. Character, interest, or value as part of the heritage of the city;
- B. Location as a site of historical event;
- C. Identification with a person or persons or groups who significantly contributed to the culture and development of the city;
- D. Exemplification of a particular architectural style or way of life important to the city;
- E. Identification as the work of a person or persons whose work has influenced the heritage of the city, the state of California, or the United States;

- F. Embodiment of elements of outstanding attention to architectural design, detail, materials, craftsmanship, or the best remaining architectural type in an area;
- G. Relationship to other landmarks, where the preservation of one has a bearing on the preservation of another;
- H. A unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;
- I. Integrity as a natural environment that strongly contributes to the well being of the people of the city. (Ord. 688 § 1 (part), 2006)

17.22.060 Alteration of a local landmark.

- A. Rehabilitation Criteria. An alteration of a local landmark shall comply with the Secretary of the Interior's "Standards for Rehabilitation of Historic Properties," the State Historic Building Code, and other design criteria and standards established by resolution of the Council. The primary concern is with the exterior of the local landmark unless there are interior features that greatly contribute to the significance of the property.
- B. Maintain Historic Nature. Every attempt shall be made to restore or modify the local landmark in a way to maintain the historic nature of the property, but not so as to burden the owner of the local landmark with the requirements that are not practically or economically available in current markets.
- C. Alterations. Alterations of a local landmark shall be subject to review and approval in compliance with the procedures outlined.
 - 1. Director Review. The following projects shall be reviewed by the director:
 - a. Minor alterations, including the addition, change, or removal of exterior architectural features and existing hardscape;
 - b. Minor improvements (e.g., air conditioning units, skylights, solar panels, greenhouse windows, roof mounted equipment, arbors, and fences);
 - c. Expansion of a local landmark by less than ten (10) percent of the existing floor area provided the expansion is not readily visible from the public street;
 - d. The construction or demolition of accessory structures which have a floor area less than five hundred (500) square feet.
 - 2. Commission Review. The following projects shall be reviewed by the commission:
 - a. A proposed alteration that the director determines to be inconsistent with the design criteria of the Secretary of Interior's "Standards for Rehabilitation of Historic Properties" and/or the State Historic Building Code;
 - b. A proposed alteration that involves the construction of a new, detached structure that has a floor area of five hundred (500) square feet or more;
 - c. Expansion of a local landmark by more than ten (10) percent but less than fifty (50) percent of the existing floor area provided such expansion does not exceed five hundred (500) square feet;
 - d. An alteration of a local landmark that is readily visible from the public street.
 - 3. Site Plan Review Required. The following projects shall be reviewed by the commission and shall require site plan review in compliance with Chapter 17.15. The commission may approve such projects with conditions that the local landmark be memorialized by providing a written history of the site, photo documentation, placement of a historic marker signifying the importance of the site, or other means as deemed appropriate by the commission.
 - a. On appeal, a proposed alteration that the director determines to be inconsistent with the design criteria of the Secretary of Interior's "Standards for Rehabilitation of Historic Properties" and/or the State Historic Building Code;
 - b. An alteration that results in a local landmark being enlarged by more than fifty (50) percent of the existing floor area or more than five hundred (500) square feet.
 - c. The demolition of a local landmark wherein all or part of it will be removed from a site either by relocation or destruction. (Ord. 688 § 1 (part), 2006)

17.22.070 Appeals.

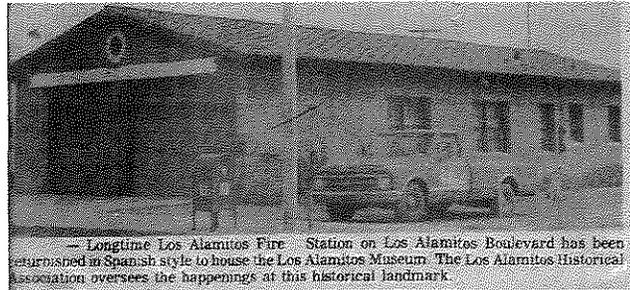
Decisions made by the director or the commission may be appealed in compliance with Chapter 17.68 (Appeals). (Ord. 688 § 1 (part), 2006)



Picture taken spring of 1947

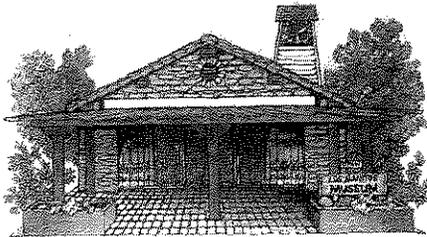


Picture taken 1956



— Longtime Los Alamitos Fire Station on Los Alamitos Boulevard has been returned in Spanish style to house the Los Alamitos Museum. The Los Alamitos Historical Association oversees the happenings at this historical landmark.

Picture taken 1975



LOS ALAMITOS MUSEUM

The Volunteer Fire Station was built with adobe bricks by the volunteer firemen in 1947, opening in August of that year. The property was purchased from Orange County and built for \$60,000. The funds were raised by the volunteer firemen. Prior to that time, a vintage 1928 fire truck was kept in a vacant lot on Green Street for the volunteers to use to put out fires.

As the community grew there was a need for full time firemen. In 1971, three fulltime firemen were placed by Orange County at the Los Alamitos Station. A new fire station was built in late 1970 and the Los Alamitos Museum was dedicated on October 26, 1975.

The Los Alamitos Museum has housed information and memorabilia from this and surrounding communities since that time.

City of Los Alamitos

Agenda Report Discussion Items

May 21, 2012
Item No: 9A

To: Mayor Troy D. Edgar and Members of the City Council
From: Angie Avery, City Manager
Subject: Consideration of a Reduction of Tax Rate and Modernization of the Current Telephone Users Tax

Summary: The City currently receives approximately \$650,000 yearly from the tax on telephone users (TUT). The City's tax is outdated because of new communications technologies and billing practices. As a result, people who use older technologies are paying the tax, while those who use newer, advanced technologies may not get taxed. In addition, similar, outdated taxes in other cities have been the subject of lawsuits. In the event of a successful challenge to the City's tax, the City could lose some or all of the \$650,000 in revenue from the TUT. These revenues pay for numerous City services including police, public works and parks and recreation.

The remedy for the outdated tax is to modernize the existing ordinance to amend the Municipal Code Section 3.20.070 (Telephone User Tax). A modernized ordinance would require annual reporting and public disclosure; modernize the language to treat taxpayers equally regardless of technology used; and use the proceeds to fund general municipal services, such as police, public works and parks and recreation. The ordinance could also change the rate of the City's tax on communications users (e.g., lowering it from 6% to 5.5%) or leave it the same.

Recommendation: Staff seeks authority to move ahead with the planning and execution of two Community Workshops in June to educate the community, answer questions and determine placement of the measure on the ballot. Staff views this as an issue brought forward to protect General Fund revenue and one that requires broad community support to succeed.

Background and Discussion

A utility users tax or UUT is a tax levied on each user of a utility (i.e. telephone, electricity, gas, water, or video services) within the City's boundaries. The City's current UUT rate is 6% of applicable charges and has been in force since 1991. The telephone users tax (TUT) is one part of the UUT. It is the part that applies to telephone services. Of the UUT, only the telephone portion is out of date. The tax is imposed upon the user of the telephone services, but is collected by the supplier of those services. For example, residents who have telephone lines in their homes are obligated to pay the tax, but it is their telephone carrier who collects the tax. Telephone carriers collect the tax by including the TUT in the charges on their customers' telephone bills. The

carriers then pay the tax to the city on a monthly basis by submitting a check and a summary tax remittance form.

The total TUT revenue collected from all telephone service providers for the past few fiscal years is:

2005-06	\$ 557,153
2006-07	\$ 576,592
2007-08	\$ 594,777
2008-09	\$ 657,924
2009-10	\$ 708,354
2010-11	\$ 639,599

The TUT revenue is thus one of the largest recurring revenue sources to the City. By contrast, the revenue from UUT on other utilities is:

	Electricity	Gas	Water
2005-06	\$ 1,016,206	235,629	144,324
2006-07	\$ 1,226,540	217,187	144,999
2007-08	\$ 1,196,837	220,487	166,215
2008-09	\$ 1,194,395	201,275	178,877
2009-10	\$ 1,111,922	179,708	178,067
2010-11	\$ 1,112,134	179,998	200,280

Water rates are increasing which translates into both higher taxes received by the City, but also greater expenditures. Projections for FY 2012-13 indicate that the higher revenue through taxes will be very small compared to the TUT and will be completely offset by higher water rate expenditures.

The Utility Users Tax revenue represents 19% of the City's total revenue and is the largest source of revenue over which the City exercises control. Only property taxes at just over \$3 million and sales tax at \$2.8 million are larger sources of revenue. TUT revenue represents the budget equivalent of six police officers or nine civilian employees (one-sixth of the City's workforce).

Why Does the Telephone Users Tax (TUT) Need to be Modernized?

Since the inception of the TUT, communication technology has changed dramatically with the invention of cell phones, internet communications, satellite communication, and other communication media, as well as the advent of fixed fee calling plans and other marketing trends tending to simplify billing and reduce costs. These changes have led to legal and practical challenges to TUT's throughout the state.

Fortunately, most of the challenges to date have been raised against larger cities, but recently, smaller cities have begun to receive challenges as well. To protect against future lawsuits or the collateral effect of possible adverse rulings in existing cases, many smaller cities have updated and modernized their TUT ordinances.

It is likely that older technologies (e.g., landlines) will continue to be replaced by newer technologies. Indeed, some predict that web-based communications will take over a significant portion of the communications market in the next decade, perhaps even overtaking cellular telephones in market share. Our existing ordinance might be challenged if we continue to apply it to new technologies not specifically referenced or incorporated into the older language of the existing TUT.

Failure to tax newer technologies would not only result in a substantial decline in revenue, but would also create an inequitable situation where those who can afford newer technologies are not taxed, while those paying to obtain the same type of services through older technologies continue to be taxed.

These issues would be eliminated by voter approval of a newer, clarified Communications Users Tax (CUT) ordinance.

The Option to Present a Modernized Ordinance to the Voters

The current trend in communication technology has been away from the public switched network towards technologies that operate on different media. Submitting an ordinance for voter approval will allow the public to confirm that it wishes to continue the existing revenue stream, modernize the language, include developing communications technology within the tax base and treat all communication services the same, regardless which medium is being used to deliver the communication services. The definition of "communications services" subject to the tax would be defined broadly and in a technology-neutral manner, so as to include communications services, regardless of the means of transmission, conveyance, or routing of information or signals to a point, or between or among points, whatever the technology or protocol used, whether such content is voice, data, audio, video, or any other information or signals. The proposed CUT would treat all technologies the same, including traditional telephone, wireless, VoIP (voice over Internet) and broadband telephony, 800 and 900 service, paging, and private communication services (e.g., T-1 networks).

The option to present a modernized TUT ordinance to the voters is available under current law, but there is a possibility that it may not be available in the future. Each year for the past several years, a bill has been introduced in Congress to try to limit that ability of local jurisdictions to adopt taxes on wireless telephone services. Some versions of the bill have exceptions for voter-approved ordinances, while others do not. To date, the bill has not passed, but it is again pending.

Requires Majority Approval of the Voters

Modernization of the City's TUT ordinance is governed by Proposition 218 and would require majority approval (50% + 1) by the voters. It should be noted that, if voters do not pass a modernized TUT measure, the existing TUT would remain in place and be preserved. However, if voters do not pass a modernized measure, there is now a significant risk of legal challenges to the existing ordinance and a potential loss of TUT revenues due to changing technology and market forces. If a measure is approved by the voters, it would replace and supersede the existing TUT.

Absent a fiscal emergency, Proposition 218 also requires voter approval of a new tax or a tax increase at an election that is consolidated with a regularly scheduled general election for members of the governing body of the local government (i.e., the City Council). The next such election is in November, 2012.

Timeline for Ballot Measure

June 2012	City to host at least two Community Workshops to educate the community, answer questions and determine placement of the measure on the ballot.
Early July, 2012	Assess and determine if there is enough community support to go forward with the ballot measure. If support is determined, City staff cannot conduct the campaign and City resources cannot be used to further the campaign.
Late July, 2012	Final determination made for Reduction of Tax Rate and Modernization of Telephone Users Tax to go on the November 2012 ballot

Summary and Recommendation

The Communications Users Tax ordinance recommended by staff may reduce the existing tax rate. It would also update the tax to cover modern communications technologies and billing practices. This ordinance would:

- Reduce the tax rate on communications users from 6% to 5.5%; or leave it the same.
- Continue the existing tax on telephone communications, including landline and wireless communications;
- Continue existing tax exemptions;
- Apply the tax equally to all communications technologies, including new and emerging technologies; and
- Comply with the federal law that currently prohibits taxing Internet access.

Fiscal Impact

The City's TUT revenue is General Fund revenue and is used to fund crucial City services, such as police, street and park maintenance, and recreation programs. TUT revenue accounts for nearly \$650,000 in General Fund revenues annually. The negative impacts of lost revenue of this magnitude would be significant.

Submitted and Approved By:



 Angie Avery
 City Manager

Attachments: None