CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA
CITY COUNCIL
REGULAR MEETING

Monday, December 17, 2012 – 6:00 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.cityoflosalamitos.org 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 should complete a blue "Request to Speak" card and will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

1. CALL TO ORDER

2. ROLL CALL
Council Member Graham-Mejia
Council Member Kusumoto
Council Member Stephens
Mayor Pro Tem Poe
Mayor Edgar

3. PLEDGE OF ALLEGIANCE — **Mayor Edgar**

4. INVOCATION — **Council Member Stephens**

5. PRESENTATIONS

A. Presentation by the Mayor to the City Council of the Orange County Business Council "Turning Red Tape into Red Carpet" Award

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 December 17, 2012, in the amount of $73,797.00, ratify the Register of Major Expenditures for November 20, 2012 to December 16, 2012, in the amount of $708,259.31, and authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period December 18, 2012 to January 21, 2012.

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

8. CONSENT CALENDAR

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

A. Approval of Minutes (City Clerk)

Approve the Minutes of the Regular Meeting of November 19, 2012.

B. Warrants (Finance)

Approve the Warrants for December 17, 2012, in the amount of $27,230.06 and ratify the Warrants for the time period November 20, 2012 to December 16, 2012 in the amount of $122,404.57.

C. Payments Made to John Underwood for Services to LATV (C.M.)

The Council has requested information regarding payments and/or reimbursements made to John Underwood for services related to LATV.

Recommendation: Receive and file.

D. Race on the Base Shirt Purchase (Recreation)

This item is to authorize the City Manager to purchase participant and volunteer shirts for the Race on the Base. Every participant in each race

receives a shirt as part of his/her registration fee. Race volunteers also receive a shirt. This item has been placed on the agenda because the cost of the purchase exceeds the purchasing limit of the City Manager. Race registration revenue offsets the cost of the shirts so there is no impact to the General Fund.

Recommendation: Authorize the City Manager to purchase 2013 Race on the Base participant shirts from Will Enterprise in an amount not to exceed $30,000.

E. Race on the Base Equipment Rental (Recreation)

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

Recommendation: Authorize the City Manager to enter into a Professional Services Agreement with Big Top Rentals for the 2013 Race on the Base in an amount not to exceed $28,000 and to execute a contract in a form to be approved by the City Attorney.

F. Timing Services for Race on the Base (Recreation)

This item is to authorize the City Manager to contract for race timing services for the Race on the Base. The Race on the Base event requires a professional company to time the race due to limited existing City resources. This item has been placed on the agenda because the cost of the rental exceeds the purchasing limit of the City Manager. Race registration revenue offsets the cost of the timing services so there is no impact to the General Fund.

Recommendation: Authorize the City Manager to enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2013 Race on the Base in an amount not to exceed $12,000 and to execute a contract in a form to be approved by the City Attorney.

G. Approval of Plans and Specifications, and Authorization to Bid for Business Area Street Improvement Project (CIP No. 12/13-04) (P.W.)

This report recommends actions to begin facilitating the construction of the Business Area Street Improvement Project consisting of four commercial streets which includes the following: Cerritos Avenue between Bloomfield Street and Santa Clara Street, Los Vaqueros Circle, Humbolt Street south of Cerritos Avenue, and Reagan Street between Briggeman Drive and Catalina Street.

Recommendation:

1. Approve the plans and specifications for the construction of the Business Area Street Improvement Project (CIP No. 12/13-04); and,

2. Authorize staff to advertise and solicit bid proposals; and,

3. Adopt Resolution No. 2012-06 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING PLANS AND SPECIFICATIONS FOR THE BUSINESS AREA STREET IMPROVEMENT PROJECT IN LOS ALAMITOS AND AUTHORIZING THE CITY ENGINEER TO ADVERTISE FOR BIDS".

H. Award Bid for Old Town East and West Street Improvement Project (CIP No. 12/13-02) (Public Works)

This report recommends actions to begin facilitating the construction of the Old Town East and West Street Improvement Projects (CIP No. 12/13-02). The project includes thirty (30) handicap ramps that do not meet current Americans with Disabilities Act (ADA) specifications, street improvements on Walnut Street between Katella Avenue and Florista Street, Chestnut Street between Katella Avenue and Florista Street, and Florista Street between Oak Street and Los Alamitos Boulevard.

Recommendation:

1. Award construction of the Old Town East and West Street Improvement Project (CIP No. 12/13-02) to Sequel Contractors in the amount of $340,188.50; and,

2. Authorize the Mayor to execute the contract for the project; and,

3. Authorize City Engineer to execute change orders, if necessary, in an amount not to exceed the contingency reserve of $34,019, which is 10% of the original contract amount and an additional 10%; and,

4. Due to potential high ground water level at this site, authorize City Engineer to execute additional change orders, if necessary, in an amount not to exceed a second contingency reserve of $34,019, which is 10% of the original contract amount.

I. Approval of Amendment No. 1 to Cooperative Agreement No. C-1-2466 between the Orange County Transportation Authority and the City of Los Alamitos (Public Works)

The Orange County Transportation Authority (OCTA) requests that Amendment No. 1 to Cooperative Agreement No. C-1-2466 be executed by the City of Los Alamitos to extend the term six months to June 30,

2013. This will allow for the project completion with no increase to the maximum obligation.

Recommendation:

1. Approve Amendment No. 1 to Cooperative Agreement No. C-1-2466 between Orange County Transportation Authority and the City of Los Alamitos; and,

2. Authorize the Mayor to execute said Amendment No. 1 on behalf of the City of Los Alamitos; and,

3. Direct the City Clerk to file the executed copy of Amendment No. 1 to the Cooperative Agreement No. C-1-2466 with the Orange County Transportation Authority.

J. Approve an Operational Area Agreement with the County of Orange for Participation in an Operational Area for the Coordination of Emergency Operations (Police)

The Los Alamitos Police Department is requesting approval of Resolution No. 2012-23, adopting the Operational Area Agreement with the County of Orange and other local agencies. This agreement formalizes the City's membership in the Operational Area and provides for cooperative coordination of resources and information during large scale emergencies.

Recommendation:

1. Adopt Resolution No. 2012-23 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AN OPERATIONAL AREA AGREEMENT BETWEEN THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS FOR PARTICIPATION IN AN OPERATIONAL AREA FOR THE COORDINATION OF EMERGENCY OPERATIONS;" and,

2. Authorize the City Manager to execute the Operational Area Agreement between the County of Orange and Political Subdivisions.

K. Community Development Block Grant (CDBG) Project List for Fiscal Year 2013-14 (Community Development)

This report sets forth a recommended project list for Fiscal Year 2013-2014 of the County's Community Development Block Grant (CDBG) program and approval of the City's participation in the program which may be due in January 2013.

Recommendation:

1. Adopt Resolution No. 2012-27 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN FISCAL YEAR 2013-2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE"; and,

2. Direct Staff to prepare applications for submittal to the County of Orange; and,

3. Authorize the City Manager to execute all CDBG program documents for Fiscal Year 2013-2014 and appropriate amendments, if any, as they become available.

L. Adoption of Resolution Establishing Salaries and Benefits, Approval of Contract Terms, and Amendment of Position Descriptions for Non-Represented Employees (City Manager)

The non-represented employees have not received an increase in compensation since 2006 (and have made accommodations, including taking furloughs, to address the City's fiscal needs) while all other bargaining units have received significant increases during that same time. Moreover, salary surveys indicate that management salaries have dropped below the lowest in the County for comparable positions. Meanwhile, the City Council has expressed a desire to cease paying the employees' share of PERS contributions and impose those costs upon employees, consistent with statewide pension reform efforts. After extensive negotiations to address these issues, the City Council directed that the following proposal be presented to the employees and, if acceptable, brought back to City Council for approval.

Recommendation:

1. Adopt Resolution 2012-28 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NO. 2009-12"; and,

2. Authorize the City Manager to enter into Employment Agreements with all non-represented employees (except the City Clerk who reports directly to the City Council) in the forms attached and on the terms described herein; and,

3. Approve the amended position descriptions for the positions of Support Services Manager and Benefits Coordinator/Executive Assistant to conform to actual and current duties.

M. Second Reading of Ordinance No. 12-05 – Zoning Ordinance Amendment to Amend the City's Appeal Process (Comm. Dev.)

At its regular meeting of November 19, 2012, the City Council conducted a first reading of Ordinance No. 12-05. This ordinance will allow for a Zoning Ordinance Amendment to the City's Appeal Process by adding a "Call for Review" Section.

Recommendation:

1. Waive reading in full and authorize reading by title only of Ordinance No. 12-05; and,

2. Mayor Edgar read the title of City Council Ordinance No. 12-05 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING AN ORDINANCE APPROVING ZONING ORDINANCE AMENDMENT 12-02, AMENDING THE LOS ALAMITOS MUNICIPAL CODE CHAPTER 17.68, CONCERNING THE APPEALS PROCESS, ADDING "CALL FOR REVIEW" REGULATIONS, AND CORRECTING REFERENCES TO APPEALS IN LOS ALAMITOS MUNICIPAL CODE SECTIONS 2.52.070, 16.06.070(G), 16.10.140, 16.26.040(B), 17.32.050, 17.36.080(D), AND 17.40.020 (CITYWIDE)".

N. Second Reading of Ordinance No. 12-06 – Zoning Ordinance Amendment to Change the Zoning Designations for 3271 Sausalito Street from Planned Light Industrial to Multiple-Family Residential (Community Development)

At its regular meeting of November 19, 2012, the City Council conducted a first reading of Ordinance No. 12-06. The ordinance would allow for a Zone Change to facilitate a 17 home subdivision.

Recommendation:

1. Waive reading in full and authorize reading by title only of Ordinance No. 12-06; and,

2. Mayor Edgar read the title of City Council Ordinance No. 12-06 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING ZONING ORDINANCE AMENDMENT 12-01 TO CHANGE ZONING DESIGNATIONS FROM PLANNED LIGHT INDUSTRIAL (P-M), TO MULTIPLE

FAMILY RESIDENTIAL (R-3) FOR THE CONSTRUCTION OF 17 SINGLE-FAMILY RESIDENTIAL CONDOMINIUMS (HEREAFTER "PROJECT") FOR A PROJECT LOCATED AT 3271 SAUSALITO STREET, APN 242-222-01 (HEREAFTER "SUBJECT PROPERTY) (APPLICANT: THE OLSON COMPANY)".

O. Declaring and Certifying the Results of the November 6, 2012 General Municipal Election (City Clerk)

This report provides a certified statement of the November 6, 2012 General Municipal Election vote from the County of Orange Registrar of Voters regarding the General Municipal Election.

Recommendation: Adopt Resolution No. 2012-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2012, DECLARING THE RESULTS, AND SUCH OTHER MATTERS AS PROVIDED BY LAW".

End of Consent Calendar

9. SPECIAL ORDERS OF THE DAY

A. Highlight of Past Year's Accomplishments by the Mayor

B. Comments by Outgoing Council Members

C. Presentations to Outgoing Council Members

- Office of Congressman Ed Royce, presented by Representative Ryan Holmes
- Office of Supervisor John Moorlach, presented by Representative David Mansdoerfer
- City of Cypress, presented by Mayor Prakash Narian
- City of Seal Beach, presented by Mayor Gary Miller
- City of Los Alamitos, presented by Mayor Edgar

D. Administer Oath of Office to New Council Members

E. RECESS – Reception in Council Chamber Lobby

10. MAYOR AND COUNCIL INITIATED BUSINESS

A. City Council Reorganization (City Clerk)

This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. The City's Charter requires roll call votes be taken for the election of these two Officers.

Recommendation: Elect the following Officers:

1. Mayor
2. Mayor Pro Tem

B. Presentation to Outgoing Mayor Edgar

C. Council Announcements

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

11. ITEMS FROM THE CITY MANAGER

12. CLOSED SESSION

A. Public Employment

Title: City Clerk
Authority: Government Code Section 54957

B. Conference with Labor Negotiator

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

C. Public Employment

Title: City Attorney
Authority: Government Code Section 54957

13. ADJOURNMENT

The next meeting of the City Council is scheduled for **TUESDAY, January 22, 2013, at 6:00 p.m.**, in the City Council Chamber.

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

Windmera Quintanar, CMC
Department Secretary

12/13/12
Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
December 17, 2012

To Approve

Pages:			
01	$ 73,797.00	Major Warrants	12/17/2012
Subtotal	$ 73,797.00		

To Ratify

Pages:			
A 01	$ 26,724.28	Advance Warrants	11/26/2012
B 01	$ 58,517.65	Advance Warrants	12/03/2012
C 01	$ 86,133.73	Advance Warrants	12/10/2012
	$ 134,508.29	Payroll	11/23/2012
	$ 151,718.10	Payroll Benefits	11/23/2012
	$ 155,679.21	Payroll	12/07/2012
	$ 94,978.05	Payroll Benefits	12/07/2012
Subtotal	$ 708,259.31		
Grand Total	$ 782,056.31		

Authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period December 18, 2012 to January 21, 2012.

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 Linda Magnuson, Interim Finance Director.

Linda G Magnuson

this 12th day of December, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COLANTUONO & LEVIN, PC	GENERAL COUNSEL SVCS - OCT	GENERAL FUND	CITY ATTORNEY	5,854.82
	GENERAL COUNSEL SVCS - OCT	GENERAL FUND	CITY ATTORNEY	1,998.00
	GENERAL COUNSEL SVCS - OCT	GENERAL FUND	CITY ATTORNEY	410.00
	GENERAL COUNSEL SVCS - OCT	GENERAL FUND	CITY ATTORNEY	161.00
	GENERAL COUNSEL SVCS - OCT	GENERAL FUND	CITY ATTORNEY	620.81
	GENERAL COUNSEL SVCS - OCT	GENERAL FUND	CITY ATTORNEY	1,633.00
	GENERAL COUNSEL SVCS - OCT	GENERAL FUND	CITY ATTORNEY	676.00
			TOTAL:	11,353.63
WILLDAN ENGINEERING	POOL CIP	GENERAL FUND	NON-DEPARTMENTAL	760.00
	POOL CIP	GENERAL FUND	NON-DEPARTMENTAL	3,800.00
	CITY ENGINEERING	GENERAL FUND	CITY ENGINEER	11,755.00
	ADA RAMPS	GAS TAX	CAPITAL PROJECTS	6,013.30
	RESIDENTIAL STREET	GAS TAX	CAPITAL PROJECTS	3,800.00
	OLD TOWN WEST ST PROJECT	GAS TAX	CAPITAL PROJECTS	6,841.32
	BUSINESS AREA STREET	MEASURE M	CAPITAL PROJECTS	17,542.50
	HUMBOLT STREET	MEASURE M	CAPITAL PROJECTS	2,280.00
	LOS VAQUEROS CIRCLE	MEASURE M	CAPITAL PROJECTS	2,280.00
	REAGAN STREET	MEASURE M	CAPITAL PROJECTS	2,280.00
	HUMBOLT ST. IMPROVEMENTS	MEASURE M	CAPITAL PROJECTS	236.25
	PRIORITY ONE PROJECTS	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	4,095.00
	BUS SHELTER	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	760.00
			TOTAL:	62,443.37

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

10	GENERAL FUND	27,668.63
20	GAS TAX	16,654.62
26	MEASURE M	24,618.75
44	TRAFFIC IMPROVEMENT	4,855.00
	GRAND TOTAL:	73,797.00

TOTAL PAGES: 1

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MCPEEK'S DODGE, OF ANAHEIM	POLICE COMMAND CAR	GARAGE FUND	GARAGE	26,724.28
			TOTAL:	26,724.28

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

50	GARAGE FUND	26,724.28
	GRAND TOTAL:	26,724.28

TOTAL PAGES: 1

B

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MORIDGE MANUFACTURING	GRASSHOPPER MOWER	GARAGE FUND	GARAGE	14,604.00
			TOTAL:	14,604.00
MOSS, LEVY & HARTZHEIM, LLP	STATE CONTROLLER'S REPORT	GENERAL FUND	ADMINISTRATIVE SERVICE	2,500.00
	AUDIT FIELDWORK	GENERAL FUND	ADMINISTRATIVE SERVICE	8,000.00
			TOTAL:	10,500.00
THE PLANNING CENTER	COORD MEETINGS - GP EIR	GENERAL FUND	PLANNING	420.00
	GPTAC MEETINGS - GP EIR	GENERAL FUND	PLANNING	980.00
	DRAFT GENERAL PLAN	GENERAL FUND	PLANNING	2,490.00
	CIRCULATE/TRANSPORT-GP EIR	GENERAL FUND	PLANNING	560.00
	ECONOMIC DEVEL RPRT-GP EIR	GENERAL FUND	PLANNING	7,693.75
	CONFIRMATION STUDY-GP EIR	GENERAL FUND	PLANNING	980.00
	REIMBURSABLES - GP EIR	GENERAL FUND	PLANNING	253.89
			TOTAL:	13,377.64
STATE OF CALIFORNIA	ELECTRIC	GENERAL FUND	AQUATICS	14,403.46
	ESPC	GENERAL FUND	AQUATICS	135.51
	GAS	GENERAL FUND	AQUATICS	1,485.04
	WATER	GENERAL FUND	AQUATICS	2,636.00
	SEWER	GENERAL FUND	AQUATICS	1,376.00
			TOTAL:	20,036.01

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

10	GENERAL FUND	43,913.65
50	GARAGE FUND	14,604.00
	GRAND TOTAL:	58,517.65

TOTAL PAGES: 1

C

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHARLES ABBOTT ASSOCIATES, INC.	WQMP SERVICES - OCT	GENERAL FUND	NON-DEPARTMENTAL	552.00
	BUILDING PERMIT FEES - OCT	GENERAL FUND	BUILDING INSPECTION	10,504.85
	NPDES INSPECTIONS - OCT	GENERAL FUND	NPDES	1,840.00
			TOTAL:	12,896.85
HOGLE-IRELAND, INC.	SAUSALITO PROJECT - JUL	GENERAL FUND	NON-DEPARTMENTAL	11,454.63
	SAUSALITO PROJECT - OCT	GENERAL FUND	NON-DEPARTMENTAL	9,485.95
			TOTAL:	20,940.58
WONDRIES FLEET GROUP	2 - 2012 F250 TRUCKS	GARAGE FUND	GARAGE	26,148.15
	2 - 2012 F250 TRUCKS	GARAGE FUND	GARAGE	26,148.15
			TOTAL:	52,296.30

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

10	GENERAL FUND	33,837.43
50	GARAGE FUND	52,296.30
	GRAND TOTAL:	86,133.73

TOTAL PAGES: 1

ITEM NO. 8A

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

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

REGULAR MEETING – November 19, 2012

1. CALL TO ORDER

The City Council met in Regular Session at 6:02 p.m., Monday, November 19, 2012, in the Council Chamber, 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 Linda Magnuson, Interim Finance Director Tony Brandyberry, Public Works Superintendent Dave Hunt, City Engineer Corey Lakin, Community Services Director Todd Mattern, Police Chief Steven Mendoza, Community Dev. Director Tom Oliver, Planning Aide Cassandra Palmer, Support Services Manager Windmera Quintanar, CMC, Department Secretary

3. PLEDGE OF ALLEGIANCE

Council Member Stephens led the Pledge of Allegiance.

4. INVOCATION

Council Member Kusumoto gave the invocation.

5. PRESENTATIONS

A. Presentation of a Proclamation to Katherine McNally, McNally Electric, for Small Business Saturday

Council presented Katherine McNally with a Proclamation for Small Business Saturday. Ms. McNally thanked the Council.

B. Presentation from Becky Esparza, OC Human Relations, Providing a Yearly Update to the Council

Ms. Esparza gave a brief update on OC Human Relations and submitted the yearly report to the City Council. She presented Mayor Edgar with a certificate.

C. **Presentation from Mike Hearst, Director, Providing an Update on Orange County Vector Control District**
Jared Dever, MPA, Director of Communications, gave a brief PowerPoint presentation regarding West Nile Virus and Flea-Born Typhus disease and answered questions from the City Council.

City Attorney Sandra J. Levin announced her resignation effective no later then January 31, 2013. She thanked the community, City Council, and Staff for the partnership during her tenure with the City.

Council Member Stephens, Mayor Pro Tem Poe, and Mayor Edgar thanked City Attorney Levin for her service.

6. ORAL COMMUNICATIONS

Mayor Edgar opened the meeting for Oral Communications.

JM Ivler, resident, spoke regarding the following topics: November 6, 2012 Election; Wi-Fi access; Council release of privileged communications regarding Brown Act violations; Activities Guide; upcoming tree lighting; and, concern regarding gifts of public funds.

Judy Klabough, resident, spoke regarding the following topics: City Attorney Levin resignation; Wings, Wheels, and Rotors proceeds; and, stated support for the upcoming tree lighting, Mayor Edgar, and the City being pro business.

Beth Piburn spoke regarding the tree lighting.

Mayor Edgar closed the meeting for Oral Communications.

7. REGISTER OF MAJOR EXPENDITURES

Motion/Second: Poe/Edgar
Unanimously Carried: The City Council approved the Register of Major Expenditures for November 19, 2012, in the amount of $88,043.44, ratified the Register of Major Expenditures for October 15, 2012 to November 18, 2012, in the amount of $958,299.73 and authorized the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period November 20, 2012 to December 16, 2012.

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.

Mayor Pro Tem Poe pulled item 8A.
Council Member Kusumoto pulled item 8B.

Motion/Second: Stephens/Edgar
Unanimously Carried: The City Council approved the following Consent Calendar items:

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

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

Recommendation: Authorize the City Manager to pay for the food from Johnny Rebs' of Bellflower, Inc. for the 2013 Race on the Base in an amount not to exceed $25,000 and to execute a contract in a form to be approved by the City Attorney.

D. Approval of Amendment No. 15 to the Cooperative Agreement No. C 95-983 between the Orange County Transportation Authority and the City of Los Alamitos (Engineering)

The Orange County Transportation Authority (OCTA) requests that Amendment No. 15 to the Cooperative Agreement No. C-95-983 be executed by the City of Los Alamitos in conformance with the Measure M eligibility requirements. Amendment No. 15 revises the close-out procedures for projects.

Recommendation:

1. Approve Amendment No. 15 to the Cooperative Agreement No. C-95-983 between Orange County Transportation Authority and the City of Los Alamitos; and,

2. Authorize the Mayor to execute said Amendment No. 15 on behalf of the City of Los Alamitos; and,

3. Direct the City Clerk to file the executed copy of Amendment No. 15 to the Cooperative Agreement No. C-95-983 with the Orange County Transportation Authority.

E. Resolution Adopting the June 30, 2012, Measure M2 Expenditure Report (Finance)

Each agency who receives Measure M2 funds is required by the OCTA to adopt via resolution an annual Expenditure Report to account for the use of Measure M2 funds.

Recommendation: Adopt Resolution No. 2012-24 entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS CONCERNING THE FISCAL YEAR 2011-2012 MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LOS ALAMITOS".

End of Consent Calendar

A. Approval of Minutes (City Clerk)

Approve the Minutes of the Regular Meeting of October 15, 2012.

Mayor Pro Tem Poe referred to the motion on the bottom of page 7 and stated it should read Carried 3/2.

Council Member Graham-Mejia stated opposition to the action format of the minutes and expressed support for returning to summary minutes. She stated she would like to meet with the City Clerk to revise her comments on page 4, regarding item 8A.

Motion/Second: Poe/Edgar
Carried 4/1 (Graham-Mejia cast the dissenting vote): The City Council approved the Minutes of the Regular Meeting of October 15, 2012, with changes.

B. Warrants (Finance)

Approve the Warrants for November 19, 2012, in the amount of $31,025.67 and ratify the Warrants for the time period October 14, 2012 to November 18, 2012 in the amount of $125,393.47.

Council Member Kusumoto stated he previously requested a staff report with greater detail for payments made to Mr. Underwood due to the potential conflict of interest.

City Manager Avery stated Staff had understood Council wanted a description in the Confidential Weekly Memo and such had been provided.

Council Member Kusumoto clarified he wanted the detail to be included with the official record to capture how the payments transpired, who authorized such, and how they were paid.

Motion/Second: Kusumoto/Edgar
Unanimously Carried: The City Council:

1. Approved the Warrants for November 19, 2012, in the amount of $31,025.67 and ratified the Warrants for the time period October 14, 2012 to November 18, 2012 in the amount of $125,393.47; and,

2. Directed Staff to provide a detailed Staff report for reimbursements made to Mr. Underwood.

9. PUBLIC HEARING

A. Zoning Ordinance Amendment (ZOA 12-02) – Consideration of Adding "Call for Review" Procedures (Community Development)

Consideration to amend the City's Appeal Procedures to add a "Call For Review" section permitting Council review of Planning Commission decisions without filing a formal appeal. This Code Amendment was supported by the Planning Commission during its October 8, 2012 meeting.

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

Mayor Edgar opened the Public Hearing. There being no one present wishing to speak, Mayor Edgar closed the Public Hearing.

The City Council and Staff discussed the following topics:

- Support for one Council Member having the ability to request a Call for Review
- Support for two Council Members having the ability to request a Call for Review
- Elected Members of the Council represent the community as a whole
- Concern regarding the importance of an issue if it could not obtain two Council Member's support for an item
- One Council Member should be able to express concern openly for the benefit of the public and should Council not agree there would be no action, but at least the concern was heard
- All viewpoints should be heard

Motion/Second: Graham-Mejia/Stephens
Carried 4/1 (Poe cast the dissenting vote): The City Council:

1. Opened the Public Hearing; and,

2. Directed Staff to revise the Ordinance to indicate one Council Member could request a "Call for Review"; and,

3. Waived reading in full and authorize reading by title only of Ordinance No. 12-05, and set for second reading; and,

4. City Attorney Levin read the title of Ordinance No. 12-05, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING AN ORDINANCE APPROVING ZONING ORDINANCE AMENDMENT 12-02, AMENDING THE LOS ALAMITOS MUNICIPAL CODE CHAPTER 17.68, CONCERNING THE APPEALS PROCESS, ADDING "CALL FOR REVIEW" REGULATIONS, AND CORRECTING REFERENCES TO APPEALS IN LOS ALAMITOS MUNICIPAL CODE SECTIONS 2.52.070, 16.06.070(G), 16.10.140, 16.26.040(B), 17.32.050, 17.36.080(D), AND 17.40.020 (CITYWIDE)".

B. Consideration of a 17-unit Single-Family Condominium Development Including a Mitigated Negative Declaration, General Plan Amendment, and Zoning Ordinance Amendment (Com. Dev.)

This report is the consideration of a 17-unit detached, single-family condominium development project at 3271 Sausalito Street (APN 242-222-01) on 1.53 acres. The project requires a Mitigated Negative Declaration, General Plan Amendment, and Zoning Ordinance Amendment. The General Plan and Zoning Ordinance amendments will include changing the General Plan land use designation on the property from Planned Industrial to Multiple Family Residence and changing the zoning district from Planned Light Industrial (P-M) to Multiple Family Residential (R-3). The proposed project will involve the demolition of several industrial buildings, and construction of 17 detached, single-family condominium units.

Community Development Director Mendoza summarized the staff report, gave a PowerPoint presentation, and answered questions form the City Council.

The City Council and Staff discussed the following topics:

- Building permits would be issued to each individual unit
- Car trips were permitted up to 180, but were not being utilized to date
- Park Impact fee and recent activity of the Parks Special Fund

John Richston and Eric Everhart, The Olson Company, gave a PowerPoint presentation outlining the company and the project.

Mayor Edgar opened the Public Hearing. There being no one present wishing to speak, Mayor Edgar closed the Public Hearing.

RECESS
The City Council took a brief recess at 7:31 p.m.

RECONVENE
The City Council reconvened in regular session at 7:45 p.m.

The City Council and Staff discussed the following topics:

- Appealing appearance of the project
- The Olson Company was well respected
- Appreciation for including Royal Oaks Mobile Home Park
- Support for Park Fees
- Support for The Olson Company staying involved with the community for 10 years
- Construction would be onsite and would not interfere with traffic except for construction of the sidewalk and drive apron
- Concern for proper placement of fire hydrants and emergency vehicle access
- Orange County Fire Authority would have two additional reviews of the project
- Explanation of the Quimby Act and how park fees are calculated
- Estimated Homeowners Association fees of $200
- Project complemented surrounding zoning uses and would be an asset to the community
- Appreciation for the Planning Commission and Staff's due diligence in bringing forward a complete package

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

1. Adopted Resolution No. 2012-22, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING REPORT IN CONNECTION WITH ITS APPLICATION FOR GENERAL PLAN AMENDMENT (GPA 12-01), ZONING ORDINANCE AMENDMENT (ZOA 12-01), TENTATIVE TRACT MAP (TTM 12-01), CONDITIONAL USE PERMIT (CUP 12-02) AND SITE PLAN REVIEW (SPR 12-02) PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR DEVELOPMENT OF 17 SINGLE-FAMILY RESIDENTIAL CONDOMINIUMS (HEREAFTER

"PROJECT") FOR A PROJECT LOCATED AT 3271 SAUSALITO STREET, APN 242-222-01 (HEREAFTER "SUBJECT PROPERTY); (APPLICANT: THE OLSON COMPANY)"; and,

2. Adopted Resolution No. 2012-21, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING GENERAL PLAN AMENDMENT (GPA 12-01) TO CHANGE THE LAND USE DESIGNATION FROM PLANNED INDUSTRIAL TO MULTIPLE FAMILY RESIDENTIAL FOR THE CONSTRUCTION OF 17 SINGLE-FAMILY RESIDENTIAL CONDOMINIUMS FOR A PROJECT LOCATED AT 3271 SAUSALITO STREET, APN 242-222-01 (APPLICANT: THE OLSON COMPANY)"; and,

3. Waived reading in full and authorize reading by title only of Ordinance No. 12-06, and set for second reading; and,

4. City Attorney Levin read the title of Ordinance No. 12-06, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING ZONING ORDINANCE AMENDMENT 12-01 TO CHANGE THE ZONING DESIGNATIONS FROM PLANNED LIGHT INDUSTRIAL (P-M) TO MULTIPLE FAMILY (R-3) RESIDENTIAL FOR THE CONSTRUCTION OF 17 SINGLE-FAMILY RESIDENTIAL CONDOMINIUMS AT 3271 SAUSALITO STREET, APN 242-222-01 (APPLICANT: THE OLSON COMPANY)".

10. MAYOR AND COUNCIL INITIATED BUSINESS

Council Member Graham-Mejia spoke regarding the following topics: requested research be conducted on Wi-Fi access in the Council Chamber; requested follow up to signage at Siboney for access to businesses; stated the speed humps in the alley were working well; and, reported attendance at the Orange County Vector Control District Board meeting.

Council Member Kusumoto spoke regarding the following topics: congratulated the recent winners of the November 6, 2012 Election; attendance at the SCG Reception for Elected Leaders at the Discovery Science Center; attendance at the City Selection Committee meeting; requested an agenda item to discuss the value of being a member of both the Association of California Cities – Orange County (ACC-OC) and the League of California Cities; stated support for Small Business Saturday and encouraged residents to participate; requested a report on the nomination from the Orange County Business Council; and, wished everyone a Happy Thanksgiving.

Community Development Director Mendoza stated the City had been awarded the "Turning Red Carpet into Red Tape" Award from the Orange County

Business Council for the Business and Residential Improvement Program. The award would be presented on November 29, 2012.

Mayor Pro Tem Poe spoke regarding the following topics: attendance at the WestComm Board of Directors meeting on November 8th, the Los Alamitos School District Board meeting on November 13th, City Selection Committee meeting on November 16th; the importance of being involved in the ACC-OC; thanked residents for voting in favor of Measure DD; poor cell phone reception in the Rossmoor Highlands area; congratulated Council Members-Elect Dean Grose and Richard Murphy; stated the City did not give funds to non-profits; and, wished a Happy 13th Birthday to her granddaughter Maddy.

Council Member Stephens spoke regarding the following topics: encouraged residents to participate in the Community Giveback Survey; attendance at the Orange County Fire Authority Board of Directors meeting and Budget and Finance Committee meeting; wished everyone a Happy Thanksgiving; and, congratulated Council Members-Elect.

Mayor Edgar spoke regarding the following topics: congratulated Council Members-Elect Dean Grose and Richard Murphy; advised of the upcoming State of the City on November 27th; his recent Assembly campaign; positive fiscal health of the City; employee labor groups and negotiations; attendance at a meeting with Orange County Council of Government Chairman Leroy Mills to discuss the importance of the City involvement in SCAG and OCCOG; concern for District 20 representation; thanked residents for voting in favor of Measure DD; and, gave a brief history on the City Clerk position to be discussed in Closed Session.

Council Member Graham-Mejia encouraged residents to vote for the Holiday decorations so they can be kept for the upcoming years.

City Council and Staff briefly spoke regarding the upcoming Winter Wonderland and tree lighting on December 2nd, from 3:00 to 7:00 p.m. at St. Isidore Historical Plaza.

11. ITEMS FROM THE CITY MANAGER

None.

12. CLOSED SESSION

A. Public Employment

Title: City Clerk
Authority: Government Code Section 54957

B. Conference with Labor Negotiator

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

C. Conference with Labor Negotiator

Title:	Conference with Labor Negotiator
City Negotiator:	Angie Avery, City Manager
Unrepresented employees:	Executive Management, Middle Management and Non-Management Employees
Authority:	Government Code Section 54957.6

RECESS

The City Council recessed into Closed Session at 8:35 p.m.

RECONVENE

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

City Attorney Levin stated there was no reportable action.

13. ADJOURNMENT

The City Council adjourned at 10:10 p.m. The next meeting of the City Council is scheduled for **Monday, December 17, 2012, at 6:00 p.m.**, in the City Council Chamber.

_____
Troy D. Edgar, Mayor

ATTEST:

_____
Windmera Quintanar, CMC
Department Secretary

ITEM NO. 8B

CITY OF LOS ALAMITOS
A/P Warrants
December 17, 2012

To Approve

Pages:			
01-03	$ 27,230.06	A/P Warrants	12/17/2012
Subtotal	$ 27,230.06		

To Ratify

Pages:			
A 01-02	$ 40,054.72	Advance Warrants	11/26/2012
B 01-07	$ 62,038.91	Advance Warrants	12/03/2012
C 01-03	$ 18,785.63	Advance Warrants	12/10/2012
	$ 1,525.31	December Retirees	12/01/2012
Subtotal	$ 122,404.57		

Grand Total $ 149,634.63

Authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period December 18, 2012 to January 21, 2012.

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 Linda Magnuson, Interim Finance Director.

Linda G Magnuson

this 12th day of December, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALCO TARGET COMPANY	TARGETS	GENERAL FUND	PATROL	113.95
			TOTAL:	113.95
AT & T MOBILITY	BILL CYCLE 10/24-11/23	GENERAL FUND	PATROL	409.06
			TOTAL:	409.06
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES - P/W	GENERAL FUND	PUBLIC WORKS ADMIN	69.32
	OFFICE SUPPLIES - P/W	GENERAL FUND	PUBLIC WORKS ADMIN	10.10
			TOTAL:	79.42
COUNTY OF ORANGE TREASURER-TAX	OCATS - NOV	GENERAL FUND	COMMUNICATIONS TECHNOL	305.00
			TOTAL:	305.00
DOOLEY ENTERPRISES, INC.	AMMUNITION	GENERAL FUND	PATROL	3,199.64
			TOTAL:	3,199.64
EWING	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	52.19
			TOTAL:	52.19
HARRY'S PLUMBING AND DRAINS, INC.	TEEN CENTER MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	350.00
			TOTAL:	350.00
HI-WAY SAFETY, INC.	SPEED HUMP SIGNS	GAS TAX	CAPITAL PROJECTS	936.05
			TOTAL:	936.05
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - ADMIN SVCS	GENERAL FUND	ADMINISTRATIVE SERVICE	775.58
	COPIER LEASE - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	450.05
			TOTAL:	1,225.63
MISC. VENDOR	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	150.00
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	25.00
			TOTAL:	175.00
NEXTEL COMMUNICATIONS	TRAFFIC CALMING SIGN	GENERAL FUND	TRAFFIC	17.24
			TOTAL:	17.24
PSYCHOLOGICAL CONSULTING ASSOCIATES	DEBRIEFING SERVICES	GENERAL FUND	POLICE ADMINISTRATION	1,400.00
			TOTAL:	1,400.00
SOUTH COAST SUPPLY & GARDEN DAZE	SEED & COMPOST	GENERAL FUND	PARK MAINTENANCE	76.37
			TOTAL:	76.37
SY NURSERY	STREET TREES	GENERAL FUND	PARK MAINTENANCE	68.51
	FLOWERS	GENERAL FUND	PARK MAINTENANCE	21.21
			TOTAL:	89.72
U.S. BANK	HOLIDAY BAZAAR SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	84.17
	HOLIDAY BAZAAR SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	177.62
	HOLIDAY BAZAAR SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	21.71
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	36.98
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	2.11
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	128.00
	SR. CLUB AD	GENERAL FUND	NON-DEPARTMENTAL	341.24
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	LEAGUE CONFERENCE - CC	GENERAL FUND	CITY COUNCIL	550.00
	LEAGUE CONFERENCE - CC	GENERAL FUND	CITY COUNCIL	550.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POSTAGE	GENERAL FUND	CITY COUNCIL	20.00
	ROBERTS RULES OF ORDER	GENERAL FUND	CITY MANAGER	48.52
	ORAL BOARD SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	8.10
	ORAL BOARD SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	82.88
	ORAL BOARD SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	25.85
	TRAINING - PUBLIC SAFETY	GENERAL FUND	POLICE ADMINISTRATION	295.00
	TRAINING - PUBLIC SAFETY	GENERAL FUND	POLICE ADMINISTRATION	139.00
	TRAINING - PUBLIC SAFETY	GENERAL FUND	POLICE ADMINISTRATION	139.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	638.38
	FIRST AID SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	21.10
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	60.80
	PERMIT HANGERS	GENERAL FUND	POLICE ADMINISTRATION	243.49
	TASER CARTRIDGES	GENERAL FUND	PATROL	868.41
	PROP & EVID SUPPLIES	GENERAL FUND	RECORDS	20.97
	PROP & EVID SUPPLIES	GENERAL FUND	RECORDS	12.50
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	12.95
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	14.95
	CONDUIT	GENERAL FUND	STREET MAINTENANCE	59.91
	MANURE SPREADER RENTAL	GENERAL FUND	PARK MAINTENANCE	614.18
	PLUMBING PARTS	GENERAL FUND	BUILDING MAINTENANCE	38.25
	PUMP SEPTIC TANK	GENERAL FUND	BUILDING MAINTENANCE	1,225.00
	COYOTE CREEK DEDICATION	GENERAL FUND	RECREATION ADMINISTRAT	33.83-
	YOUTH SPORTS EVENT	GENERAL FUND	RECREATION ADMINISTRAT	17.37
	WINTER WONDERLAND PHOTOS	GENERAL FUND	RECREATION ADMINISTRAT	19.00
	WINTER WONDERLAND PHOTOS	GENERAL FUND	RECREATION ADMINISTRAT	20.00
	POOL SUPPLIES	GENERAL FUND	AQUATICS	118.51
	VOLUNTEER SUPPLIES	GENERAL FUND	SPECIAL CLASSES	91.65
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	30.32
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	27.18
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	12.51
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	100.00
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	597.00
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	11.63
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	9.50
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	8.04
	TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	46.56
	RACE ON BASE EXPO SPACE	GENERAL FUND	SPECIAL EVENTS	150.00
	RACE ON BASE MEDALS	GENERAL FUND	SPECIAL EVENTS	150.15
	RACE ON BASE WEB SVCS	GENERAL FUND	SPECIAL EVENTS	10.95
	LAG SCREWS	GAS TAX	CAPITAL PROJECTS	22.09
	SPEED HUMP	GAS TAX	CAPITAL PROJECTS	232.50
	LATV TRICASTER REPAIR	LOS ALAMITOS TV	LOS ALAMITOS TV	754.08
	OFFICE SUPPLIES - LATV	LOS ALAMITOS TV	LOS ALAMITOS TV	45.85
	DETAIL VEHICLES	GARAGE FUND	GARAGE	250.00
	DETAIL VEHICLES	GARAGE FUND	GARAGE	250.00
	PROPANE	GARAGE FUND	GARAGE	8.30
	WEB SERVER CERTIFICATE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	349.00
			TOTAL:	9,792.38
U.S. HEALTHWORKS MEDICAL GROUP	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	592.00
			TOTAL:	592.00
UNDERGROUND SERVICE ALERT OF SO CAL	SERVICE ALERT FAXES	GENERAL FUND	STREET MAINTENANCE	21.00
			TOTAL:	21.00
JOHN UNDERWOOD	FILM - STATE OF THE CITY	LOS ALAMITOS TV	LOS ALAMITOS TV	200.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	200.00
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	7,013.53
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	316.91-
	CNG FUEL	GARAGE FUND	GARAGE	286.60
			TOTAL:	6,983.22
WHITTIER FERTILIZER COMPANY	MCAULIFFE - SEED COVER	GENERAL FUND	PARK MAINTENANCE	1,212.19
			TOTAL:	1,212.19

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

10	GENERAL FUND	17,198.97
20	GAS TAX	1,190.64
28	LOS ALAMITOS TV	999.93
50	GARAGE FUND	7,491.52
53	TECHNOLOGY REPLACEMENT	349.00
	GRAND TOTAL:	27,230.06

TOTAL PAGES: 3

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-8 RETROFIT, INC.	P/D VEHICLE REPAIR	GARAGE FUND	GARAGE	167.17
			TOTAL:	167.17
ACE INDUSTRIAL SUPPLY, INC.	RAINSUITS	GENERAL FUND	STREET MAINTENANCE	575.83
			TOTAL:	575.83
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	365.00
			TOTAL:	615.00
BARCO PRODUCTS	SPEED BUMPS	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	9,990.50
			TOTAL:	9,990.50
CARSON SUPPLY CO., INC.	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	131.94
			TOTAL:	131.94
COMMUNITY SCHOOLS MEDIA PARTNERSHIP	FILMING - LOS AL FOOTBALL	LOS ALAMITOS TV	LOS ALAMITOS TV	3,500.00
			TOTAL:	3,500.00
COUNTY OF ORANGE AUDITOR-CONTROLLER	PARKING CITATIONS - SEP	GENERAL FUND	NON-DEPARTMENTAL	1,600.00
			TOTAL:	1,600.00
FEDEX	SHIPPING	GENERAL FUND	PATROL	6.42
			TOTAL:	6.42
FIESTA DE CARNIVAL	WINTER WONDERLAND EVENT	GENERAL FUND	SPECIAL EVENTS	6,000.00
			TOTAL:	6,000.00
GANAHL LUMBER COMPANY	DUCT TAPE	GENERAL FUND	STREET MAINTENANCE	18.30
	STAKES	GENERAL FUND	STREET MAINTENANCE	41.56
			TOTAL:	59.86
HARRY'S PLUMBING AND DRAINS, INC.	VALVE INSTALLATION	GENERAL FUND	BUILDING MAINTENANCE	215.00
			TOTAL:	215.00
HARTZOG & CRABILL, INC.	PLAN CHECK - SEPT	GENERAL FUND	CITY ENGINEER	1,140.00
	REVIEW OCTA GUIDELINES	GENERAL FUND	CITY ENGINEER	97.50
	OCTA TLSP COORDINATION	GENERAL FUND	CITY ENGINEER	843.75
	TRAFFIC SIGNAL SYSTEMS	GENERAL FUND	CITY ENGINEER	1,384.22
			TOTAL:	3,465.47
LAKEWOOD NURSERY	FLOWERS - CITY HALL	GENERAL FUND	PARK MAINTENANCE	26.01
			TOTAL:	26.01
LOS ALAMITOS AUTO PARTS	WIPER BLADES	GARAGE FUND	GARAGE	82.32
	HITCH PIN	GARAGE FUND	GARAGE	8.61
			TOTAL:	90.93
LOS ALTOS TROPHY	FLAG FOOTBALL AWARDS	GENERAL FUND	SPORTS	50.97
			TOTAL:	50.97
MISC. VENDOR	REFUND - BACKGROUND CHECK	GENERAL FUND	NON-DEPARTMENTAL	750.00
	FEE REIMBURSEMENT PROGRAM	GENERAL FUND	COMMUNITY DEVEL ADMIN	834.94
			TOTAL:	1,584.94
PREP KITCHEN ESSENTIALS	INSTRUCTOR - COOKING	GENERAL FUND	SPECIAL CLASSES	49.60

A

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	49.60
RED WING SHOE STORE	STEEL TOE BOOTS FY 12/13	GARAGE FUND	GARAGE	247.61
			TOTAL:	247.61
SOUTH COAST SUPPLY & GARDEN DAZE	COMPOST	GENERAL FUND	PARK MAINTENANCE	50.91
			TOTAL:	50.91
SPARKLETTS DRINKING WATER	WATER SERVICE	GENERAL FUND	BUILDING MAINTENANCE	201.14
			TOTAL:	201.14
STATE OF CALIFORNIA DEPARTMENT	FINGERPRINT SOLICITOR	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	FINGERPRINT SOLICITOR	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
			TOTAL:	64.00
STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE	GENERAL FUND	NPDES	7,279.00
			TOTAL:	7,279.00
UNDERGROUND SERVICE ALERT OF SO CAL	SERVICE ALERT FAXES	GENERAL FUND	STREET MAINTENANCE	25.50
			TOTAL:	25.50
WEST COAST ARBORISTS, INC.	FY 12/13 STREET TREES	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	334.00
			TOTAL:	334.00
YUCAIPA TRAILER	YUCAIPA TRAILER	GARAGE FUND	GARAGE	3,722.92
			TOTAL:	3,722.92

========== FUND TOTALS ==========		
10	GENERAL FUND	22,001.59
28	LOS ALAMITOS TV	3,500.00
44	TRAFFIC IMPROVEMENT	10,324.50
50	GARAGE FUND	4,228.63
	GRAND TOTAL:	40,054.72

TOTAL PAGES: 2

B

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-8 RETROFIT, INC.	TAHOE CAMERA REPAIR	GARAGE FUND	GARAGE	130.00
			TOTAL:	130.00
ALL AMERICAN SIGN COMPANY	COYOTE CAUTION SIGNS	GENERAL FUND	STREET MAINTENANCE	225.74
	VEHICLE LETTERING-VEH 48-4	GARAGE FUND	GARAGE	351.94
			TOTAL:	577.68
AMERICAN SOCCER COMPANY, INC.	SOCCER SUPPLIES	GENERAL FUND	SPORTS	1,491.15
			TOTAL:	1,491.15
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL-LAUREL PK	GENERAL FUND	PARK MAINTENANCE	100.00
	SKUNK INSPECT-PRE SCHL BLD	GENERAL FUND	PARK MAINTENANCE	75.00
			TOTAL:	175.00
ARBOR NURSERY PLUS	TREE	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	34.80
			TOTAL:	34.80
ARTESIA SAWDUST PRODUCTS, INC.	WOODCHIPS LABOURDETTE	GENERAL FUND	PARK MAINTENANCE	2,239.56
			TOTAL:	2,239.56
AT & T	BILL CYCLE 11/19-12/18	GENERAL FUND	COMMUNICATIONS TECHNOL	322.73
			TOTAL:	322.73
BARBARA BANNERMAN	INSTRUCTOR - YOGA	GENERAL FUND	SPECIAL CLASSES	917.15
	INSTRUCTOR - YOGA	GENERAL FUND	SPECIAL CLASSES	624.52
			TOTAL:	1,541.67
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES - FIN	GENERAL FUND	ADMINISTRATIVE SERVICE	14.10
	OFFICE SUPPLIES - REC	GENERAL FUND	RECREATION ADMINISTRAT	37.41
			TOTAL:	51.51
CAMERON WELDING	WELDING SUPPLIES	GARAGE FUND	GARAGE	89.49
			TOTAL:	89.49
CITY OF BREA - ADMIN SERVICES	2012-2013 ILJAOC FEES	GENERAL FUND	COMMUNICATIONS TECHNOL	3,088.00
			TOTAL:	3,088.00
CITY OF SEAL BEACH	OCTOBER BOOKINGS	GENERAL FUND	PATROL	660.00
			TOTAL:	660.00
CLEANSOURCE	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	755.27
			TOTAL:	755.27
BOB COHEN	INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES	63.00
			TOTAL:	63.00
COMMUNITY SENIORSERV	SR. MEAL PROGRAM - OCT	GENERAL FUND	COMMUNITY SERVICES	84.60
			TOTAL:	84.60
COMPUTER SERVICE CO.	SIGNAL REPAIR - OCT	GENERAL FUND	STREET MAINTENANCE	1,240.00
			TOTAL:	1,240.00
DANIELS TIRE SERVICE	TIRES	GARAGE FUND	GARAGE	547.92
			TOTAL:	547.92
DAPEER, ROSENBLIT & LITVAK, LLP	MUNI CODE ENFORCE - OCT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	741.75

B

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	741.75
DECKSIDE POOL SERVICE	POOL MAINTENANCE	GENERAL FUND	AQUATICS	1,290.00
			TOTAL:	1,290.00
DESERT DIAMOND INDUSTRIES	CUTTER/GRINDER BLADES	GARAGE FUND	GARAGE	67.00
			TOTAL:	67.00
DIGITAL ALLY	INTERFACE BOX	GENERAL FUND	COMMUNICATIONS TECHNOL	310.00
			TOTAL:	310.00
CYNTHIA E. EMAMI	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	124.80
			TOTAL:	124.80
EWING	FERTILIZER	GENERAL FUND	PARK MAINTENANCE	160.25
			TOTAL:	160.25
CARRI FOX	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	21.00
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	16.80
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	8.40
			TOTAL:	46.20
GALLS / LONG BEACH UNIFORM	UNIFORMS - P/D	GENERAL FUND	RECORDS	302.52
			TOTAL:	302.52
GANAHL LUMBER COMPANY	PAINT - BIKE TRAIL BRIDGE	GENERAL FUND	STREET MAINTENANCE	30.43
	PAINT - BIKE TRAIL BRIDGE	GENERAL FUND	STREET MAINTENANCE	12.37
	GRAFFITI REMOVAL PAINT	GENERAL FUND	STREET MAINTENANCE	72.71
	ELECTRICAL CORD	GENERAL FUND	STREET MAINTENANCE	100.19
	SAFETY SUPPLIES	GENERAL FUND	STREET MAINTENANCE	14.62
	HOSE	GENERAL FUND	STREET MAINTENANCE	7.94
	DRYWALL - POOL	GENERAL FUND	BUILDING MAINTENANCE	4.12
	DOOR STOPPERS	GENERAL FUND	BUILDING MAINTENANCE	58.50
	LIQUID NAILS	GENERAL FUND	BUILDING MAINTENANCE	5.58
	CASTERS & DUCT TAPE	GENERAL FUND	BUILDING MAINTENANCE	34.44
	LAG SHIELDS & SCREWS	GAS TAX	CAPITAL PROJECTS	135.34
	SCREWS & WASHERS	GAS TAX	CAPITAL PROJECTS	49.80
	SPEED HUMP SUPPLIES	GAS TAX	CAPITAL PROJECTS	59.62
	ADHESIVE	GAS TAX	CAPITAL PROJECTS	15.47
	WASHERS	GAS TAX	CAPITAL PROJECTS	35.28
	LAG SHIELDS	GAS TAX	CAPITAL PROJECTS	290.86
	FENCING MATERIALS	BUILDING IMPROVEME	CAPITAL PROJECTS	48.30
			TOTAL:	975.57
GENERAL PETROLEUM CORPORATION	DIESEL FUEL	GARAGE FUND	GARAGE	955.17
	OIL	GARAGE FUND	GARAGE	900.00
			TOTAL:	1,855.17
GOLDEN STATE WATER COMPANY	BILL CYCLE 10/08/11/06	GENERAL FUND	STREET MAINTENANCE	1,543.10
	BILL CYCLE 9/13-11/13	GENERAL FUND	STREET MAINTENANCE	126.88
	BILL CYCLE 10/08/11/06	GENERAL FUND	PARK MAINTENANCE	315.26
	BILL CYCLE 10/08/11/06	GENERAL FUND	BUILDING MAINTENANCE	705.98
			TOTAL:	2,691.22
HARRY'S PLUMBING AND DRAINS, INC.	SEWER MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	150.00
			TOTAL:	150.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HARTZOG & CRABILL, INC.	PLAN CHECK - OCT	GENERAL FUND	CITY ENGINEER	555.00
	OCTA MEETING	GENERAL FUND	CITY ENGINEER	810.00
	OCTA TLSP COORDINATION	GENERAL FUND	CITY ENGINEER	291.75
	TRAFFIC SIGNAL MONITORING	GENERAL FUND	CITY ENGINEER	1,370.00
			TOTAL:	3,026.75
HI-WAY SAFETY, INC.	DELINEATORS - WWR	GENERAL FUND	STREET MAINTENANCE	422.50
			TOTAL:	422.50
HOSE-MAN, INC.	PIPES	GARAGE FUND	GARAGE	73.65
			TOTAL:	73.65
HUNTINGTON BEACH HONDA	MOTORCYCLE REPAIRS	GENERAL FUND	TRAFFIC	1,654.70
			TOTAL:	1,654.70
HYDRO-SCAPE PRODUCTS, INC.	SEED - MCAULIFFE FIELD	GENERAL FUND	PARK MAINTENANCE	1,186.65
	FERTILIZER & SEED	GENERAL FUND	PARK MAINTENANCE	1,027.87
			TOTAL:	2,214.52
INTELLIBRIDGE PARTNERS, LLC	CITY CLERK SERVICES - OCT	GENERAL FUND	CITY MANAGER	7,050.75
			TOTAL:	7,050.75
JUDICIAL DATA SYSTEMS CORP.	PARKING CITE SVCS - OCT	GENERAL FUND	TRAFFIC	281.15
			TOTAL:	281.15
K&S AIR CONDITIONING, INC.	A/C REPAIR - P/D	GENERAL FUND	BUILDING MAINTENANCE	229.26
	A/C REPAIR - P/D	GENERAL FUND	BUILDING MAINTENANCE	634.94
			TOTAL:	864.20
KIMBALL MIDWEST	SHOP SUPPLIES	GARAGE FUND	GARAGE	236.31
			TOTAL:	236.31
KONICA MINOLTA BUSINESS SOLUTIONS	P/D COPIER LEASE - NOV	GENERAL FUND	POLICE ADMINISTRATION	263.99
			TOTAL:	263.99
KUSTOM IMPRINTS	RACE ON BASE BANNERS	GENERAL FUND	SPECIAL EVENTS	262.44
			TOTAL:	262.44
LAKIN TIRE WEST, INC.	WASTE & TIRE REMOVAL	GARAGE FUND	GARAGE	75.62
			TOTAL:	75.62
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	280.21
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	87.75
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	97.50
			TOTAL:	465.46
LONG BEACH SOCCER REFEREE ASSOCIATION	ADULT SOCCER REFEREE	GENERAL FUND	SPORTS	576.00
			TOTAL:	576.00
LOS ALAMITOS AUTO PARTS	FAN BELT	GARAGE FUND	GARAGE	8.72
	OXYGEN SENSORS	GARAGE FUND	GARAGE	118.70
	BRAKE PADS	GARAGE FUND	GARAGE	54.73
	MOTOR OIL	GARAGE FUND	GARAGE	52.88
	TOOLS	GARAGE FUND	GARAGE	21.93
	EPOXY	GARAGE FUND	GARAGE	11.83
			TOTAL:	268.79

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LOS ALAMITOS MEDICAL CENTER	BLOOD DRAW	GENERAL FUND	PATROL	25.00
			TOTAL:	25.00
LOWE'S	TILE SUPPLIES - POOL	GENERAL FUND	BUILDING MAINTENANCE	40.86
	MINI BLINDS - P/D	GENERAL FUND	BUILDING MAINTENANCE	26.75
	LAGS & SCREWS	GAS TAX	CAPITAL PROJECTS	60.36
	LAGS & SCREWS	GAS TAX	CAPITAL PROJECTS	42.63
	LAGS & SCREWS	GAS TAX	CAPITAL PROJECTS	89.12
	SPRAY GUN & SPRAY TIP	GARAGE FUND	GARAGE	95.99
			TOTAL:	355.71
MAILFINANCE	POSTAGE MACHINE LEASE	GENERAL FUND	ADMINISTRATIVE SERVICE	166.50
			TOTAL:	166.50
MAJOR LEAGUE SOFTBALL, INC.	ASSIGNING SERVICES	GENERAL FUND	SPORTS	216.00
			TOTAL:	216.00
MISC. VENDOR	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	39.00
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	54.00
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	410.00
	REFUND - INFANT CLASS	GENERAL FUND	NON-DEPARTMENTAL	38.00
	REFUND - STOP PAYMENT FEE	GENERAL FUND	NON-DEPARTMENTAL	40.00
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	297.00
	REFUND - BALLET	GENERAL FUND	NON-DEPARTMENTAL	64.00
	REFUND - PARKING CITATION	GENERAL FUND	NON-DEPARTMENTAL	40.00
	REFUND - PARKING CITATION	GENERAL FUND	NON-DEPARTMENTAL	40.00
	REFUND - PARKING CITATION	GENERAL FUND	NON-DEPARTMENTAL	40.00
	REFUND-CANDIDATE STATEMENT	GENERAL FUND	CITY MANAGER	76.00
	REFUND-CANDIDATE STATEMENT	GENERAL FUND	CITY MANAGER	76.00
	REFUND-CANDIDATE STATEMENT	GENERAL FUND	CITY MANAGER	76.00
	REFUND-CANDIDATE STATEMENT	GENERAL FUND	CITY MANAGER	76.00
	FEE REIMBURSEMENT PROGRAM	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,078.92
	FEE REIMBURSEMENT PROGRAM	GENERAL FUND	COMMUNITY DEVEL ADMIN	140.61
			TOTAL:	2,587.53
NEWPORT EXTERMINATING	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL - YTH CTR	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL - CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
NEWS ENTERPRISE	FEE REIMBURSE PROGRAM AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	265.00
	PUBLIC HEARING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	118.75
	PUBLIC HEARING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	134.19
			TOTAL:	517.94
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,325.45
			TOTAL:	1,325.45
DIANA C. PEREZ	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	195.00
	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	162.50
			TOTAL:	357.50
PLAYPOWER LT FARMINGTON, INC	SWINGSET - SOROPTIMIST	GENERAL FUND	PARK MAINTENANCE	1,257.84
	PLAYGROUND EQUIP PARTS	GENERAL FUND	PARK MAINTENANCE	575.19
			TOTAL:	1,833.03

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
REDFLEX TRAFFIC SYSTEMS, INC.	INTERSECTION COMM - KAT/BF	GENERAL FUND	TRAFFIC	65.00
			TOTAL:	65.00
RICOH AMERICAS CORPORATION	COPIER LEASE - NOV	GENERAL FUND	RECREATION ADMINISTRAT	560.30
			TOTAL:	560.30
REINA RIVERA	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	532.35
	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	368.55
			TOTAL:	900.90
SUZANNE ROADY-ROSS	INSTRUCTOR - TAI CHI	GENERAL FUND	SPECIAL CLASSES	200.20
			TOTAL:	200.20
ROSSMOOR CAR WASH	CAR WASHES - P/D	GARAGE FUND	GARAGE	235.36
	CAR WASHES - P/W	GARAGE FUND	GARAGE	26.99
	CAR WASHES - C/D	GARAGE FUND	GARAGE	9.00
			TOTAL:	271.35
SAN DIEGO RACEPLACE	ROTB BANNER PLACEMENT	GENERAL FUND	SPECIAL EVENTS	700.00
			TOTAL:	700.00
SUSAN SAXE-CLIFFORD, PH.D.	PRE-EMPLOYMENT EXAM	GENERAL FUND	ADMINISTRATIVE SERVICE	375.00
			TOTAL:	375.00
SIR SPEEDY	BUSINESS CARDS - P/D	GENERAL FUND	PATROL	143.85
	NOTICE OF VIOLATION FORMS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	49.17
			TOTAL:	193.02
SMART & FINAL	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	164.51
			TOTAL:	164.51
SO CAL SANITATION, LLC	OAK & MCAULIFFE RSTRM SVCS	GENERAL FUND	SPORTS	1,198.11
			TOTAL:	1,198.11
SOUTH COAST SUPPLY & GARDEN DAZE	SOIL - MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	56.31
			TOTAL:	56.31
SOUTHERN CALIFORNIA EDISON	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	15.94
	COYOTE CREEK PARK LEASE	GENERAL FUND	PARK MAINTENANCE	1,750.00
			TOTAL:	1,765.94
SOUTHERN CALIFORNIA GAS	3191 KATELLA	GENERAL FUND	BUILDING MAINTENANCE	144.33
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	132.55
			TOTAL:	276.88
SPOT LIGHTING SUPPLIES, INC.	LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	121.87
			TOTAL:	121.87
SPRINT	ACTIVITY THRU 11/21/12	GENERAL FUND	CITY MANAGER	34.28
	ACTIVITY THRU 11/21/12	GENERAL FUND	ADMINISTRATIVE SERVICE	34.28
	ACTIVITY THRU 11/21/12	GENERAL FUND	COMMUNICATIONS TECHNOL	34.28
	ACTIVITY THRU 11/21/12	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.28
	ACTIVITY THRU 11/21/12	GENERAL FUND	PUBLIC WORKS ADMIN	34.28
	ACTIVITY THRU 11/21/12	GENERAL FUND	RECREATION ADMINISTRAT	34.28
			TOTAL:	205.68

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KIRK STEPHENS	TRICASTER REPAIR	LOS ALAMITOS TV	LOS ALAMITOS TV	62.50
			TOTAL:	62.50
TIFCO INDUSTRIES, INC.	SHOP SUPPLIES & TOOLS	GARAGE FUND	GARAGE	269.42
			TOTAL:	269.42
UNITED STATES POSTMASTER	BULK MAIL POSTAGE	GENERAL FUND	RECREATION ADMINISTRAT	200.00
			TOTAL:	200.00
USA MOBILITY WIRELESS, INC.	PAGER FEES	GENERAL FUND	PUBLIC WORKS ADMIN	20.10
			TOTAL:	20.10
V & V MANUFACTURING, INC.	BADGE REFINISH	GENERAL FUND	RECORDS	68.29
			TOTAL:	68.29
VERIZON CALIFORNIA, INC.	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	119.20
			TOTAL:	119.20
VICTORY LOCK AND KEY	LOCK REPAIR	GENERAL FUND	BUILDING MAINTENANCE	94.50
			TOTAL:	94.50
WEBER PRINTING COMPANY, INC.	WINTER ACTIVITIES GUIDE	GENERAL FUND	RECREATION ADMINISTRAT	3,680.00
			TOTAL:	3,680.00
WEBSITE DESIGN SOLUTIONS	WEB DESIGN - RACE ON BASE	GENERAL FUND	SPECIAL EVENTS	450.00
			TOTAL:	450.00
WEIDENHOEFER DESIGN STUDIO	ACTIVITIES GUIDE	GENERAL FUND	RECREATION ADMINISTRAT	1,725.00
			TOTAL:	1,725.00
WEST COAST ARBORISTS, INC.	TREE MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	330.00
			TOTAL:	330.00
WEST COAST TENNIS SERVICES	INSTRUCTOR - TENNIS	GENERAL FUND	SPECIAL CLASSES	394.88
			TOTAL:	394.88
WEST PAYMENT CENTER	SUBSCRIPTION - OCT	GENERAL FUND	INVESTIGATION	102.85
			TOTAL:	102.85
MEREDITH WOODSON	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	243.75
			TOTAL:	243.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

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

10	GENERAL FUND	56,782.18
20	GAS TAX	778.48
25	BUILDING IMPROVEMENT	48.30
28	LOS ALAMITOS TV	62.50
44	TRAFFIC IMPROVEMENT	34.80
50	GARAGE FUND	4,332.65
	GRAND TOTAL:	62,038.91

TOTAL PAGES: 7

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ART INNOVATORS	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	291.60
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	226.80
			TOTAL:	518.40
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES - FIN	GENERAL FUND	ADMINISTRATIVE SERVICE	25.76
	OFFICE SUPPLIES - FIN	GENERAL FUND	ADMINISTRATIVE SERVICE	14.94
	OFFICE SUPPLIES - REC	GENERAL FUND	RECREATION ADMINISTRAT	91.30
			TOTAL:	132.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD TEST	GENERAL FUND	PATROL	114.85
			TOTAL:	114.85
DANIELS TIRE SERVICE	TIRES - P/D VEHICLES	GARAGE FUND	GARAGE	1,375.79
			TOTAL:	1,375.79
EARTEC CO.	BATTERY ADAPTERS	LOS ALAMITOS TV	LOS ALAMITOS TV	93.25
			TOTAL:	93.25
ENTENMANN-ROVIN COMPANY	EMPLOYEE SERVICE PIN	GENERAL FUND	POLICE ADMINISTRATION	148.04
			TOTAL:	148.04
FEDEX	SHIPPING	GENERAL FUND	CITY COUNCIL	29.96
			TOTAL:	29.96
FIESTA DE CARNIVAL	WINTER WONDERLAND SVCS	GENERAL FUND	SPECIAL EVENTS	500.00
			TOTAL:	500.00
GANAHL LUMBER COMPANY	TOOLS	GENERAL FUND	STREET MAINTENANCE	8.17
	RAGS	GENERAL FUND	STREET MAINTENANCE	6.45
	SAFETY GEAR	GENERAL FUND	PARK MAINTENANCE	65.88
	LUMBER - MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	20.50
	PLASTIC TRASH CAN	GENERAL FUND	BUILDING MAINTENANCE	47.39
	PAINT SUPPLIES - P/D FENCE	BUILDING IMPROVEME	CAPITAL PROJECTS	107.01
	TARP & GLUE	GARAGE FUND	GARAGE	12.46
			TOTAL:	267.86
GDC COMMUNICATIONS AND SOUND	WINTER WONDERLAND SVCS	GENERAL FUND	SPECIAL EVENTS	250.00
			TOTAL:	250.00
GLENN E. THOMAS CO.	BATTERY	GARAGE FUND	GARAGE	136.49
	RETURN - BATTERY CORE	GARAGE FUND	GARAGE	19.14-
			TOTAL:	117.35
GLOBALSTAR USA	SATELLITE PHONE - NOV	GENERAL FUND	EMERGENCY PREPAREDNESS	42.58
			TOTAL:	42.58
HARTZOG & CRABILL, INC.	TURN PHASING ANALYSIS	GENERAL FUND	CITY ENGINEER	2,275.00
			TOTAL:	2,275.00
HI-WAY SAFETY, INC.	STREET SIGNS	GENERAL FUND	STREET MAINTENANCE	103.96
			TOTAL:	103.96
CLAUDIA HINDU	INSTRUCTOR - ARTS & CRAFTS	GENERAL FUND	SPECIAL CLASSES	74.75
			TOTAL:	74.75
JACOBSEN WEST	MOWER PARTS	GARAGE FUND	GARAGE	538.50

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	538.50
KUSTOM IMPRINTS	BASKETBALL T-SHIRTS	GENERAL FUND	SPORTS	313.55
	SLO-PITCH T-SHIRTS	GENERAL FUND	SPORTS	454.71
	SOCCER T-SHIRTS	GENERAL FUND	SPORTS	484.88
	SOCCER T-SHIRTS	GENERAL FUND	SPORTS	205.80
	VOLUNTEER T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	337.84
			TOTAL:	1,796.78
LOS ALAMITOS AUTO PARTS	FAN BELT	GARAGE FUND	GARAGE	5.51
	FAN BELTS	GARAGE FUND	GARAGE	22.02
	AUTO PARTS	GARAGE FUND	GARAGE	7.71
	HITCH	GARAGE FUND	GARAGE	22.62
			TOTAL:	57.86
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	ADMINISTRATIVE SERVICE	920.00
			TOTAL:	920.00
MISC. VENDOR	REFUND - TEEN EDUCATION	GENERAL FUND	NON-DEPARTMENTAL	6.00
	REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	99.00
	REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	99.00
	REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	107.00
	REFUND - BASKETBALL	GENERAL FUND	NON-DEPARTMENTAL	99.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	100.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	50.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	50.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	50.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	100.00
			TOTAL:	760.00
PACIFIC TELEMANAGEMENT SERVICES	PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	82.64
			TOTAL:	82.64
REVENUE EXPERTS, INC.	CODE ENFORCE CITES SVCS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	200.00
			TOTAL:	200.00
SCIENTIA CONSULTING GROUP	ETHERNET SWITCH	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	46.74
	IT SERVICES - DEC	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,700.00
			TOTAL:	5,746.74
SIR SPEEDY	STATE OF THE CITY CARDS	GENERAL FUND	CITY COUNCIL	91.50
			TOTAL:	91.50
SOUTH COAST SUPPLY & GARDEN DAZE	COMPOST - MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	61.09
	SOIL - MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	56.31
			TOTAL:	117.40
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	55.70
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	188.63
			TOTAL:	244.33
SOUTHERN CALIFORNIA GAS	3614 FENLEY	GENERAL FUND	STREET MAINTENANCE	15.78
			TOTAL:	15.78
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEE	GENERAL FUND	AQUATICS	46.00
			TOTAL:	46.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TIME WARNER CABLE	P/D CABLE SERVICE	GENERAL FUND	COMMUNICATIONS TECHNOL	47.89
	COMPUTER CTR INTERNET	GENERAL FUND	RECREATION ADMINISTRAT	69.95
			TOTAL:	117.84
TOTALFUNDS BY HASLER	POSTAGE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,000.00
			TOTAL:	1,000.00
VERIZON CALIFORNIA, INC.	EOC/FAX LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	1,006.47
			TOTAL:	1,006.47

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

10	GENERAL FUND	10,736.67
25	BUILDING IMPROVEMENT	107.01
28	LOS ALAMITOS TV	93.25
50	GARAGE FUND	2,101.96
53	TECHNOLOGY REPLACEMENT	5,746.74
	GRAND TOTAL:	18,785.63

TOTAL PAGES: 3

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8C

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

From: Angie Avery, City Manager

Subject: Payments Made to John Underwood for Services to LATV

Summary: The Council has requested information regarding payments and/or reimbursements made to John Underwood for services related to LATV.

Recommendation: Receive and file.

Background

Several members of the Council asked for an explanation of reimbursements made to John Underwood for LATV related items. The following items have been recently processed.

On October 30, 2012 I approved an invoice for $150 as a match for filming a segment of *Your Los Al* that included the Coyote Creek Park dedication, and the hero homecoming of the fallen soldier, Sgt. Tom MacPherson. Rotary was the match on this segment and provided another $150 towards the production costs. The funds are utilized to pay for the labor involved to film and edit the segment for showing on the air.

On November 8, 2012, I approved an invoice for $299.86 for the fabrication and installation for two lighting grid bar assemblies installed in the LATV studio. (Bars hung from the walls that studio lights can be affixed to). The decision to install the bars was made by the LATV Technical Committee and gives the studio additional flexibility for lighting for all types of studio configurations. The LATV Technical Committee is a committee that meets once a month to build consensus regarding equipment purchases for the van and the studio in the absence of a studio manager.

On December 3, 2012 I approved a reimbursement to Mr. Underwood for five (5) 9-volt adapters at $14.95 each for a total of $93.25 with shipping and handling.

Also approved on December 3, 2012 was $200 for matching funds for the production of The State of the City program. Alamitos Eye Care was the match for this program.

Fiscal Impact

During this period (1.5 months) a total of $743.11 was either paid or reimbursed to Mr. Underwood in the following categories:

• LATV Programming	$350.00
• Construction – Labor & Supplies	$299.86
• Video/Audio Equipment	$ 93.25
	$743.11

LATV has an annual budget of $36,700 which is utilized for labor, equipment and supplies for programming the station, maintaining the van and studio, and maintaining the video and audio equipment.

Prepared and Submitted By:

Angie Avery
City Manager

Attachments:
1. *Invoice and copy of check for $150 for filming of Your Los Al segment*
2. *Invoice and copy of check for $299.86 for labor and supplies for studio construction*
3. *Invoice for reimbursement for $93.25 for five 9-volt battery adaptors*
4. *Invoice for $200 for filming the State of the City segment*

Attachment 1

CITY OF LOS ALAMITOS
3191 Katella
Los Alamitos, CA 90720
(562) 431-3538

BANK OF AMERICA
LOS ALAMITOS, CA
16-66 / 1220

086953

DATE	AMOUNT
11/05/2012	$*******150.00

VOID AFTER 90 DAYS

PAY ---- ONE HUNDRED FIFTY & 00/100 DOLLARS ----

TO THE ORDER OF JOHN UNDERWOOD

⑈086953⑈ ⑆122000661⑆ 09457⑈80210⑈

PLEASE DETACH STUB BEFORE DEPOSITING

CITY OF ALAMITOS - 3191 Katella - Los Alamitos, CA 90720 - (562) 431-3538

086953

01-1427 JOHN UNDERWOOD 11/05/2012

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
			G/L DISTRIBUTION	
11/05/2012	10/29/12		JOHN UNDERWOOD	150.00
	28 -518-5260		FILMING - YOUR LOS AL 150.00	
FILMING - YOUR LOS AL				

John Underwood
11/8/12

JOHN UNDERWOOD

CHECK TOTAL 150.00

WARRANT REQUEST

Date 10-30-12

Vendor# 1427 Name John Underwood
Check# Address 11072 Midway St.
Total $ 150.00 City,St.,Zip Los Alamitos, Ca 90720

Account # 28.518.5260 Amount $ 150.00
Description filming "Your Los Al" Invoice # 10/29/12

Account # Amount $
Description Invoice #

Account # Amount $
Description Invoice #

Account # Amount $
Description Invoice #

THIS PURCHASE AUTHORIZATION IS BY: Contract#

P.O.# Ext. Credit Maint.Contr.

Department Head

Finance Officer

Dir. of Admin. Ser.

Special instructions/comments please hold for pickup

Angie Avery

From: John Underwood [jsu@socal.rr.com]
Sent: Monday, October 29, 2012 9:39 AM
To: Angie Avery

INVOICE

10/29/12
TO: Angie Avery
City Manager, City of Los Alamitos

From: John Underwood
LATV

re: invoice for Your Los Al 35

Angie,
I have completed the latest edition of *Your Los Al* including segments on the recent Coyote Creek Park dedication, and coverage of last week's hero homecoming. Sgt. Tom Macpherson was a graduate of both McCauliffe and Los Al high and was a high profile event for folks here.
Thanks to the City's initial sponsorship pledge to the program I have been able to match funding from the Los Alamitos-Seal beach Rotary Club to offset costs of production. The City will share sponsorship with Rotary and both are credited at the beginning and end of the program.

I am therefore requesting at this time payment of $150 from the City as per our agreement.
Thank you again for your support for this popular community targeted showcase.

John Underwood

Ok to pay
amy
28.518.5260

Attachment 2

CITY OF LOS ALAMITOS
3191 Katella
Los Alamitos, CA 90720
(562) 431-3538

BANK OF AMERICA
LOS ALAMITOS, CA

16-66
1220

087016

DATE	AMOUNT
11/19/2012	$*******299.86

VOID AFTER 90 DAYS

PAY ---- TWO HUNDRED NINETY NINE & 86/100 DOLLARS ----

TO THE ORDER OF JOHN UNDERWOOD

⑈087016⑈ ⑆122000661⑆ 09457⑈80210⑈

PLEASE DETACH STUB BEFORE DEPOSITING

CITY OF ALAMITOS - 3191 Katella - Los Alamitos, CA 90720 - (562) 431-3538

087016

01-1427 JOHN UNDERWOOD 11/19/2012

DATE	I.D.	PO #	DESCRIPTION		AMOUNT
			G/L DISTRIBUTION		
11/19/2012	11/8/12		JOHN UNDERWOOD		299.86
	28 -518-5201		LATV - INSTALL LIGHTING	150.00	
	28 -518-5260		LATV - LIGHTING SUPPLIES	149.86	

LABOR & SUPPLIES FOR STUDIO WORK

11/20/12

JOHN UNDERWOOD

CHECK TOTAL 299.86

INVOICE

11/8/12
to: Angie Avery
City Manager, City of Los Alamitos

from: John Underwood
LATV-3

re: invoice and reimbursement for studio upgrades

Angie,

The following work was performed at the LATV Studio 1 facility, and materials purchased by John Underwood for:

-Fabrication and installation of two lighting grid bar assemblies as per prior approved plans by the city manager.

The work was completed on 11/7/12. Reimbursement receipts submitted 11/8.

Therefore I am requesting payment for labor in the amount of $150, and reimbursement of materials purchased in the amount of $149.86 as previously agreed.

John Underwood
LATV-3

$299.86

10742 Los Alamitos Blvd
Los Alamitos, CA 90721
(562) 346-2100

www.GanahlLumber.com

Store 6 WS 602 Opr
11/01/2012 06:06:15 PM #260

64407 EMT ELBOW 90 3/4"	8.58 T
2 @ 4.29	
Sub Total	$8.58
Taxable	0.66
Total	$9.24
Gift Card	9.24

GiftCard Charge
Approved Approved 743910
Ref: 743910
GIFT CARD BALANCE 40.76
XXXXX1642

Thank you for shopping with us today

Please retain this receipt for
returns or exchanges

0000000600000602201211010000026 0

* * * * Customer Copy * * * *

10742 Los Alamitos Blvd
Los Alamitos, CA 90721
(562) 346-2100

www.GanahlLumber.com

Store 6 WS 604 Opr LACOUNTER
11/02/2012 05:10:04 PM #130

TICKET	140.62 N
1362944	
Sub Total	$140.62
Non-tax	0.00
Total	$140.62
Cash	100.00
Gift Card	40.76

GiftCard Charge
Approved Approved 822200
Ref: 822200
GIFT CARD BALANCE 0.00
Amount applied from gift card: 40.76
XXXXX1642

Change Cash 0.14

Thank you for shopping with us today

Please retain this receipt for
returns or exchanges

0000000600000604201211020000013 0

* * * * Customer Copy * * * *

Attachment 3

Eartec Co.

P.O. Box 560, Narragansett, RI 02882

1-800-399-5994

INVOICE #	INT #	P.O.#	BY:	INVOICE DATE:
7902ETQT			J. UNDERWOOD	11/29/2012

BILL TO:
CITY OF LOS ALAMITOS ADMIN. - LATV 3
JOHN UNDERWOOD
3191 KATELLA AVENUE
LOS ALAMITOS , CA 90720

SHIP TO:
CITY OF LOS ALAMITOS ADMIN. - LATV 3
JOHN UNDERWOOD
3191 KATELLA AVENUE
LOS ALAMITOS , CA 90720

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
5	TDx 9V 9 VOLT BATTERY ADAPTER	$14.95	$74.75

reimbursement to John Underwood
petty cash

Shipped Via

S & H $18.50

SALES TAX

GROUND SHIPPING QUOTED

TOTAL $93.25

ALL SALES ARE FINAL 30 DAYS FROM RECEIPT OF PRODUCT

cut here

INV. #	CUSTOMER NAME	STATE	P.O.#	ZIP
7902ETQT	CITY OF LOS ALAMITOS ADMIN. - LATV 3	CA		90720

Please Make Check Payable

Eartec Co.
P.O. Box 560
Narragansett, RI 02882

AMOUNT DUE:
$93.25

Angie Avery

From: John Underwood [jsu@socal.rr.com]
Sent: Monday, December 03, 2012 10:02 AM
To: Angie Avery

INVOICE

12/3/12
To:
Angie Avery/City Manager
City of Los Alamitos
From:
John Underwood/LATV

State of City matching funds
pd to John Underwood

re: INVOICE for State of City match

Angie,

The 2012 State of the City program is completed and has been on the air since Friday November 30th as an LATV Special. Program length is 1hour 29 minutes and includes all presentations and acknowledgements, as well as sponsor credits.
The program will also be made available shortly on the studio website losaltv.org. A DVD copy of the program is available to you at no cost if you request it.
Your agreed upon match for the production is $200 and is due and payable at this time.

Thank you for the opportunity to document and preserve this important programming for our viewers and the legacy of the City into the future.

Regards,

John Underwood/LATV-3
562 619-3222
jsu@socal.rr.com

Ok to pay
aam
28.518.5260

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8D

To: Mayor Troy Edgar & Members of the City Council

Via: Angie Avery, City Manager

From: Corey Lakin, Director of Recreation and Community Services

Subject: Race on the Base Shirt Purchase

Summary: This item is to authorize the City Manager to purchase participant and volunteer shirts for the Race on the Base. Every participant in each race receives a shirt as part of his/her registration fee. Race volunteers also receive a shirt. This item has been placed on the agenda because the cost of the purchase exceeds the purchasing limit of the City Manager. Race registration revenue offsets the cost of the shirts so there is no impact to the General Fund.

Recommendation: Authorize the City Manager to purchase 2013 Race on the Base participant shirts from Will Enterprise in an amount not to exceed $30,000.

Background

The 32nd Annual Los Alamitos Race on the Base is scheduled for Saturday, February 23, 2013 at the Joint Forces Training Base in Los Alamitos. The Race includes the following events: Mission: Kids Run, 5K Walk, 5K Run, 10K Run, 10K Handcycle/Wheelchair and In-line Skate, Reverse Triathlon, Junior Reverse Triathlon. The event also features static military displays, musical entertainment, a Vendor Expo, a Family Fun Zone, free food for all race participants, staff and volunteers, and a volunteer lounge.

Each race entry fee includes a participant shirt and every volunteer receives a shirt for clear identification at the event. The amount of shirts ordered correlates with the participation projected each year. Attendance is expected to rise for the 2013 event due to expanded marketing efforts and consistent increased attendance for the last three years.

Discussion

The Recreation and Community Services Department issued a notice requesting bids on the following shirt specifications:

- 4,200 long-sleeve black tech shirts, minimum of 140 grams in weight, with three color back and three color front for Race participants.

- 500 long-sleeve orange tech shirts, minimum of 140 grams in weight, with three color front and three color back for Race volunteers.

Eleven vendors submitted a bid for the Race on the Base shirts.

Company	Total Cost of Shirts
Will Enterprise	$24,017.00 (include XXL)
Ad Wear & Specialty of Texas, Inc.	$25,474.00 (include XXL)
Leslie Jordan Apparel Design & Mfg. Co.	$25,850.00 (include XXL)
Champion Screenprinting & Embroidery, Inc.	$29,725.00 (include XXL)
Score Sports	$30,174.00 (include XXL)
Saxby Enterprise	$31,819.00 (XXL is $1.50 extra)
Pacifica T-Shirts	$34,054.00 (XXL is extra)
Crown Trophy	$35,196.54 (include XXL)
A1 Higher Graphics	$37,6000 (include XXL)
Robert McNight	$49,350.00 (include XXL)
Proforma	$58,573.00 (include XXL)
Paradise Sunshine Sports	$93,953.00 (include XXL) **Did not meet deadline*

This agenda item seeks approval to purchase 2013 Race on the Base participant shirts in an amount not to exceed $30,000.

Staff is recommending the bid be awarded to the lowest bidder, Will Enterprise for the following reasons:

1. Race shirts are typically a major determining factor for participants considering registering for an event.

2. Will Enterprise has supplied the City with a sample shirt that matches the specs in the bid showing a high quality shirt.

3. Will Enterprise is the lowest responsible bidder out of the twelve (12) bidders.

Fiscal Impact

Participant registration fees include the purchase of the participant and volunteer shirts for the Race on the Base. There is no impact to the General Fund for this purchase. The department scrutinizes every expenditure in an effort to generate as much net profit for the Race as possible. Net profit for the 2012 event was over $89,000.

Submitted By:

Corey Lakin
Director of Recreation and Community Services

Approved By:

Angie Avery
City Manager

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	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: Race on the Base Equipment Rental

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

Recommendation: Authorize the City Manager to enter into a Professional Services Agreement with Big Top Rentals for the 2013 Race on the Base in an amount not to exceed $28,000 and to execute a contract in a form to be approved by the City Attorney.

Background

The 32nd Annual Los Alamitos Race on the Base is scheduled for Saturday, February 23, 2013 at the Joint Forces Training Base in Los Alamitos. The Race includes the following events: Mission: Kids Run 1K, 5K Walk, 5K Run, 10K Run, 10K Handcycle/Wheelchair Race, 10K Skate, Reverse Triathlon, and Kids Junior Reverse Triathlon. The event also features static military displays, live musical entertainment, a two-day Vendor Expo, and free food for all race participants, staff and volunteers.

The past few years have proven to be challenging for the sponsors and vendors in the Vendor Expo due to the inclement weather and the vast size of the expo area. The Vendor Expo provides local businesses and organizations an opportunity to showcase themselves to the community through information and giveaways. In previous years, the Vendor Expo has been outdoors on the tarmac and vendors have been spread out between the Start and Finish lines. During this past year's Race on the Base, in order to mitigate these issues and retain past and attract new vendors, staff rented large tents (200' x 120') to cover the Vendor Expo. The tented area was the focal point of the event, provided protection from the weather elements, increased the number of vendors, and increased the vendor-spectator/participant interaction. The two-day Vendor Expo will include:

- Registration and packet pick-up
- Shirt Distribution
- Volunteer check-in
- Volunteer lounge
- Goodie bags giveaways
- Sampling booths
- Sponsor booths
- Kids Fun Zone
- Race on the Base Merchandise
- Breakfast and Lunch from Johnny Rebs' with an eating area
- Stage with entertainment and awards
- Area for course maps
- Area for race results

Discussion

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

- 40'x300'x8' Canopy (white) – qty 3 – placed side by side.
- 8'x20' sidewall windows (white) – qty 70
- Lighting for the canopies
- Water barrels to secure the canopies
- 6' tables – qty 175
- Chairs – qty 375
- 48" round tables – qty 15
- 60" round tables – qty 15
- 30" round tables with tall poles – qty 15
- Table covers for all round tables
- 3' pipe and drape – qty 800
- 8" pipe and drape – qty 420
- 45K generator – qty 1
- Power boxes – qty 8
- Power cords – qty 8
- Portable heaters – qty 9
- Stand-by staff for generators/walls/trouble shooting

Vendors must provide equipment that is in excellent condition and must adhere to the timeline approved by the Joint Forces Training Base. All canopies, tables, chairs, pipe and drape must be set-up by 12:00 p.m. in order to allow the vendors ample time to setup their booth space.

Six vendors were contacted to submit a bid for the Race on the Base equipment rentals based on the specified equipment list. Staff solicited vendors known to be competitive

at offering the lowest prices possible and considerable research was undertaken prior to contacting the vendors. Six vendors were contacted and requested to submit a bid:

Company	Equipment Rental Quote
Big Top Rentals	$22,359.25
So Cal Tent and Events	$22,408.13
Choura Events	$29,617.50
Classic Party Rentals	$39,075.67
American Rentals, Inc.	Did not submit bid
Atlas Party Rental	Did not submit bid

Although the quote for the equipment is $22,359.25, the final cost for rentals may need to be revised upward due to additional registrations, weather, and/or other factors between now and the date of the race. To be safe and to provide a cushion for any additional equipment needs, this agenda item seeks approval to rent equipment for the 2013 Race on the Base in an amount not to exceed $28,000.

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

1. Big Top Rentals came in as the lowest bid.

2. RUN Racing, the City's contracted Race Management Company, has a longstanding working relationship with Big Top Rentals and recommends utilizing their services.

3. Big Top Rentals reference list includes events such as the 2012 Race on the Base, Surf City Half Marathon, the Long Beach Marathon and Half Marathon, and the OC Marathon.

4. Big Top Rentals has the experience, expertise, and appropriate levels of staff to follow the setup guidelines as stipulated by the Joint Forces Training Base.

5. All of Big Top Rentals equipment is in excellent condition and is owned by the company. Big Top Rentals does not need to subcontract with any other equipment rental company to fulfill the equipment specifications. Staff has seen their equipment first-hand at last year's Race on the Base, Long Beach Marathon, Holiday Half Marathon and Surf City Marathon.

Fiscal Impact

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

Submitted By:

Corey Lakin
Director of Recreation and Community Services

Approved By:

Angie Avery
City Manager

Attachments:

1. *Professional Services Agreement with Big Top Rentals*
2. *Big Top Rentals Quote*

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

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and Big Top Rentals, a special event equipment rental company. ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: special event equipment rental and 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 November 28, 2012 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 November 28, 2012 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": February 20, 2013.

3.4 "Expiration Date": February 23, 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. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Twenty-eight thousand Dollars ($28,000.00) unless specifically approved in advance and in writing by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Linda Ramge 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 and Section 5.1 of this Agreement above.

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. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

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 nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

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 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.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

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, taxes, 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 which 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 expenses 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 statute 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 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 to 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 apply 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, death, loss, damage, 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 if and as required by the laws of the State of California.

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet 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(s) 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 policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

11.6 Consultant shall provide proof to the City's Risk Manager 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 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 endorsements 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 other 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 guaranteeing 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 Recreation & Community Services
10911 Oak Street
Los Alamitos, CA 90720
Attn: Corey Lakin
Telephone: (562) 430-1073
Facsimile: (562) 594-9657

If to Consultant:
Big Top Rentals
2905 E. Ricker Way
Anaheim, CA 92806
Attn: Linda Ramge
Telephone: (714) 630-0661
Facsimile: (714) 630-0662

With courtesy copy to:

Sandra J. Levin, City Attorney
Colantuono & Levin, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5707
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 sixty 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 at the head of which it appears, the section or paragraph, and not such heading, shall govern 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 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 of this Agreement 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 of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

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 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 from 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 or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange 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 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:_____
Angie Avery, City Manager

Date: _____

"Consultant"
Big Top Rentals

By: Linda Ramge
Linda Ramge, Account Rep

Date: 12-10-12

By: Donna Duncan Owner
David Duncan, Owner

Date: 12-10-12

Attest:

By_____
Windy Quintanar, CMC

Date:_____

Approved as to form:

By_____
Sandra J. Levin, City Attorney

EXHIBIT A
SCOPE OF WORK

Consultant will perform the following services for the 2013 Race on the Base event:

Supply the City with the necessary rental equipment requested by the City for the Race on the Base including, but not limited to:

- 40'x300'x8' Canopy (white) – qty 3 – placed side by side.
- 8'x20' sidewall windows (white) – qty 70
- Lighting for the canopies
- Water barrels to secure the canopies
- 6' tables – qty 175
- Chairs – qty 375
- 48" round tables – qty 15
- 60" round tables – qty 15
- 30" round tables with tall poles – qty 15
- Table covers for all round tables
- 3' pipe and drape – qty 800
- 8" pipe and drape – qty 420
- 45K generator – qty 1
- Power boxes – qty 8
- Power cords – qty 8
- Portable heaters – qty 9
- Stand-by staff for generators/walls/trouble shooting on Saturday, February 23, 2013.

All Equipment must be in excellent working and clean condition.

Adhere to the timeline approved by the Joint Forces Training Base including the approved setup time of the tents.

All canopies, tables, chairs, pipe and drape must be setup by 12:00 noon on Friday, February 22, 2013 to allow vendors ample time to setup their booth space.

Teardown of all canopies, tables, chairs, pipe and drape will begin at 2:00pm or once approved by the Director of Recreation and Community Services or his/her designee.

All rental equipment must be cleaned and removed from the Joint Forces Training Base by the end of day on Saturday, February 23, 2013.

EXHIBIT B
APPROVED FEE SCHEDULE

The Consultant will invoice the City for the rental equipment and services used for the Race on the Base. The City agrees to pay the Consultant for the equipment rented and accompanied services for a price of $22,359.25 for the items listed in the Scope of Work (Exhibit A) and Consultant's proposal within six (6) weeks of receipt of the invoice.

Based on the evolving nature of Race on the Base and the requirements of the facility, needs of sponsors, vendors and staff, weather issues, and participant attendance, there may be a need for more or less equipment or a substitute of equipment for the event. However, any additional equipment needs will not exceed $28,000. Consultant and the City will agree upon any changes quantities, supplies, and pricing of all items prior to rental of additional equipment.

Attachment 2

QUOTE #: 5064
DATE: 2/22/13
REP: 84 LR

UP:2/22/13
DOWN2/23/13

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

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

RON NODA
PHN. 562-430-1073 FAX 562-594-9657

Qty	Y511 Description	Price Each	Amount
3	40' X 300' CANOPY WHITE	4800.00	14,400.00
42	SIDEWALL WINDOW 8' X 20'	35.00	1,470.00
36000	LIGHTING	0.05	1,800.00
144	WATER BARRELS WITH COVERS	10.00	1,440.00
175	TABLE BANQUET 6'	7.50	1,312.50
375	CHAIRS SAMSONITE IVORY	0.85	318.75
15	TABLE ROUND 48"	7.50	112.50
15	TABLE ROUND 60"	8.00	120.00
15	TABLE ROUND 30" TALL POLE	10.00	150.00
45	KWIK COVERS FOR ROUND TABLES	4.00	180.00
800	PIPE AND DRAPE 3'	3.00	2,400.00
420	PIPE AND DRAPE 8'	3.50	1,470.00
1	GENERATOR 45K	250.00	250.00
8	POWER BOXES	40.00	320.00
8	POWER CORDS	30.00	240.00
1	FUEL TO BE DETERMINED	5.50	5.50
9	HEATER CANOPY WITH DUCT	90.00	810.00
8	LIGHTED EXIT SIGNS, NO SMOKING SIGNS, FIRE EXT.	35.00	280.00
1	DISCOUNT	5000.00	-5,000.00
1	OVERTIME FEE	200.00	200.00
1	DELIVERY/PICK UP LOS ALAMITOS	80.00	80.00

THANK YOU
FOR CONTACTING
BIG TOP RENTALS !

SUBTOTAL	22,359.25
MS/WC	
TOTAL	**22,359.25**

2905 E. Ricker Way, Anaheim, CA 92806 714-630-0661 Fax 714-630-0662

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8F

To: Mayor Troy Edgar and Members of the City Council

Via: Angie Avery, City Manager

From: Corey Lakin, Director of Recreation and Community Services

Subject: Timing Services for Race on the Base

Summary: This item is to authorize the City Manager to contract for race timing services for the Race on the Base. The Race on the Base event requires a professional company to time the race due to limited existing City resources. This item has been placed on the agenda because the cost of the rental exceeds the purchasing limit of the City Manager. Race registration revenue offsets the cost of the timing services so there is no impact to the General Fund.

Recommendation: Authorize the City Manager to enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2013 Race on the Base in an amount not to exceed $12,000 and to execute a contract in a form to be approved by the City Attorney.

Background

The 32nd Annual Los Alamitos Race on the Base is scheduled for Saturday, February 23, 2013 at the Joint Forces Training Base in Los Alamitos. The Race includes the following events: Mission: Kids Run 1K, 5K Walk, 5K Run, 10K Run, 10K Handcycle/Wheelchair Race, 10K Skate, Reverse Triathlon, and Kids Junior Reverse Triathlon. The event also features static military displays, live musical entertainment, a two-day Vendor Expo, and free food for all race participants, staff and volunteers.

Each race entry fee includes a timing chip for the participants except for the Kids Run 1K, which is not timed. The number of timing chips ordered correlates with the participation projected each year. Attendance is expected to rise for the 2013 event due to expanded marketing efforts and consistent increased attendance for the last three years.

Discussion

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

- Preparation of race numbers, pull tabs, and timing chips sorted and ready for distribution for all events (Mission: Kids Run is excluded from timing)
- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Director of Recreation and Community Services or his or her designee
- Must supply signage (registration, result area, etc.) that must be pre-approved by City of Los Alamitos
- All materials required for registration (i.e. safety pins, pencils, etc.)
- Must provide start, swim in, bike out, bike in, run out and finish splits for all triathlon events
- Provide all finish line materials, including timing equipment, announcer station, chute material, stringers and computerized race results
- Supply, setup and teardown of finish line clock(s) at all finish lines
- Supply, setup and teardown of result screen at the Open Division Tri finish area.
- Provide staff that is adequate to handle the projected race size on race day. A staffing plan must be submitted and approved by the City of Los Alamitos a minimum of two weeks prior to the event
- A minimum of two staff at the registration area on race day
    - Staff must handle training of volunteers
    - Staff must handle solutions
    - Staff must handle setup and teardown of signage
- A minimum of four staff at packet pick-up
    - Staff must handle training of volunteers
    - Staff must handle solutions
    - Staff must handle setup and teardown of signage
- Timing company staff must be in uniformed, distinguishable clothing
- Overall results and age group results printed and posted throughout the race
- Assume responsibility for collection of timing chips
- Results posted online within 24 hours after the event
- Provide results that will be accepted by USAT and USATF
- Handling of all post race result issues indefinitely
- Setup race database from registration download
- Print out all participants' name, address, event, age and all other pertinent demographic information within 10 days after the event and given to the City of Los Alamitos

The following companies were contacted for timing services:

Company	**Bid**
Gemini Timing	$4,300 base fee, staff, marketing + $1.50 per participant
Race Wire	Did not submit bid
Race Central	Did not submit bid
Splitmaster Timing	Did not submit bid

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

Fiscal Impact

Staff recommends entering into a Professional Services Agreement with Gemini Timing for race timing services. Gemini Timing has been the timing company for the Race on the Base last year and was very successful. It is anticipated that the total fees due to the company will not exceed $12,000 which will be entirely offset by race registration fees.

Timing services for the 2012 event totaled $8,964.

Submitted By:

Corey Lakin
Director of Recreation and Community Services

Approved By:

Angie Avery
City Manager

Attachment:

1. *Professional Services Agreement with Gemini Timing*
2. *Gemini Timing Quote*

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

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: timing 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 November 28, 2012 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 November 28, 2012 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": February 22, 2013.

3.4 "Expiration Date": February 23, 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. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of twelve thousand Dollars ($12,000.00) unless specifically approved in advance and in writing by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Linda Ramge 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 and Section 5.1 of this Agreement above.

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. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

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 nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

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 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.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

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, taxes, 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 which 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 expenses 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 statute 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 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 to 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 apply 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, death, loss, damage, 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 if and as required by the laws of the State of California.

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet 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(s) 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 policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

11.6 Consultant shall provide proof to the City's Risk Manager 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 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 endorsements 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 other 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 guaranteeing 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 Recreation & Community Services
10911 Oak Street
Los Alamitos, CA 90720
Attn: Corey Lakin
Telephone: (562) 430-1073
Facsimile: (562) 594-9657

If to Consultant:
Gemini Timing
15576 Kasota Road
Apple Valley, CA 92307
Attn: Brandon Walters
Telephone: (760) 475-4905

With courtesy copy to:

Sandra J. Levin, City Attorney
Colantuono & Levin, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5707
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 sixty 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 at the head of which it appears, the section or paragraph, and not such heading, shall govern 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 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 of this Agreement 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 of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

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 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 from 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 or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange 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 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:_____
Angie Avery, City Manager

Date: _____

"Consultant"
Gemini Timing

By:_____
Brandon Walters, Owner

Date: 12/10/12

Attest:

By_____
Windy Quintanar, CMC

Date:_____

Approved as to form:

By_____
Sandra J. Levin, City Attorney

EXHIBIT A
SCOPE OF WORK

Consultant will perform the following services for the 2013 Race on the Base event:

Supply the City with the necessary timing service and equipment requested by the City for the Race on the Base including, but not limited to:

- Preparation of race numbers, pull tabs, and timing chips sorted and ready for distribution for all events (Mission: Kids Run is excluded from timing).
- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Director of Recreation and Community Services or his or her designee.
- Must supply signage (registration, result area, etc) that must be pre-approved by City of Los Alamitos.
- All materials required for registration (i.e. safety pins, pencils, etc.)
- Must provide start, swim in, bike out, bike in, run out and finish splits for all triathlon events.
- Provide all finish line materials, including timing equipment, announcer station, chute material, stringers and computerized race results.
- Supply, setup and teardown of finish line clock(s) at all finish lines.
- Supply, setup and teardown of result screen at the Open Division Tri finish area.
- Provide staff that is adequate to handle the projected race size on race day. A staffing plan must be submitted and approved by the City of Los Alamitos a minimum of two weeks prior to the event.
- A minimum of two staff at the registration area on race day.
    - Staff must handle training of volunteers
    - Staff must handle solutions
    - Staff must handle setup and teardown of signage
- A minimum of four staff at packet pick-up.
    - Staff must handle training of volunteers
    - Staff must handle solutions
    - Staff must handle setup and teardown of signage
- Timing company staff must be in uniformed, distinguishable clothing.
- Overall results and age group results printed and posted throughout the race
- Assume responsibility for collection of timing chips.
- Results posted online within 24 hours after the event.
- Provide results that will be accepted by USAT and USATF.
- Handling of all post race result issues indefinitely.
- Setup race database from registration download.
- Print out all participants' name, address, event, age and all other pertinent demographic information within 10 days after the event and given to the City of Los Alamitos.

EXHIBIT B
APPROVED FEE SCHEDULE

The Consultant will invoice the City for the timing services for the Race on the Base. The City agrees to pay the Consultant for the timing services with a base rate of $4,300 plus $1.50 per participant within six (6) weeks of receipt of the invoice(s). The base rate includes all the services listed in the scope of work and on the Consultant's proposal and is due before the Race on the Base. The $1.50 per participant fee will be invoiced after the Race on the Base based on the number of participants who were timed. The cost for timing services is not to exceed $12,000.

GEMINI TIMING

Sign and Return to:
GEMINI TIMING
15576 Kasota Rd
Apple Valley, CA. 92307
or brandon@geminitiming.com

This service agreement is dated as of November 13, 2012, by and between Los Alamitos Parks and Recreation (hereby known as Race Promoter) and Gemini Timing for the dates of February 22, 2013 to February 23, 2013.

Event: Race on the Base 5K- 10K – Skate Race - Triathlon – Junior Triathlon

Ron Noda - RNoda@ci.los-alamitos.ca.us Brandon Walters – Brandon@geminitiming.com

Price

Item	Quantity	Rate	Total
Chip Timing Base Fee for All Events	1	$3000.00	$3000.00
Additional Finish Line or Start Line	1	$500.00	$500.00
Chip Per Registrant Fee (3000 plus registrants)	TBD	$1.50	TBD
Packet Pick up Supplies and Staff – Full day	1	$400.00	$400.00
Instant Results TV	1	$300.00	$300.00
Announcer's Mat and Laptop	1	$300.00	$300.00
E-mail Marketing	2	$200.00	$400.00
Discount – no charge for Announcer's Mat and Instant Results		-$600.00	-$600.00
Total due on or before 1/22/2013			**$4300.00**

Gemini Timing will provide:

- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Director of Recreation and Community Services or his or her designee.
- Preparation of race numbers and timing chips sorted and ready for distribution. For Triathlons, packets will be prepped and will include swim cap, timing chip, bike placard, wristband, helmet sticker and safety pins. All of which will be provided by the promoter, less the timing chip.
- Twist ties for chip attachment to shoe laces for running and skating events and ankle straps for chip attachment to ankle for triathlon events. Safety pins for bib attachment to shirt.
- Scan Card's for race day registrants.
- Signage and staff for packet pick up set up and supervision.
- Timing of all requested events on the day of the event, including splits and transitions for Triathlons.
- Timing clocks at each of the finish lines, including set-up, operation and tear-down.
- Adequate amount of staff to handle projected race size. Staff plan will be submitted two weeks prior to the event. Staff will be in Gemini Timing gear.
- Overall and Age Group Results posted onsite throughout the race.
- Results link for online results.
- Results posted online no later than 6pm the night of the race and maintained indefinitely.
- Complete database, including addresses and emails gathered from onsite registrants, no later than one-week after the race.
- USAT Results if applicable.
- Necessary data to photographer and press.
- Announcer's mat and laptop streaming data.
- Instant Results TV displaying instant results of participants as they finish.
- Email advertising.
- Assume responsibility for collection of timing chips.
- Post-race reports including demographic information.

Race Promoter will provide:

- Race numbers and for multiport events the following if applicable will be provided, bike stickers, bike plates, helmet stickers, swim caps, envelopes, swim caps and wristbands.
- Access to data. Offline entry forms received should be entered into online registration provider.
- Tables and chairs for packet pick up as needed for the size of the event.
- Tables and chairs for race day as needed for the size of the event.
- Volunteers for packet pick-up as needed for the size of the event.
- Volunteers for race day as needed for the size of the event.
- Fencing for finish line area.
- Base fee and all additional fees, less the per-registrant fee, no later than thirty days prior to the event.
- Remaining balance no later than thirty-days after the event.

Cancellation

- In the event the event is cancelled, Gemini Timing will be paid in full. If refunds are given to 100% of the participants, Gemini Timing will be paid 50% of the total bill.

Race Promoter **Gemini Timing Representative**

_____ Date_____ _____ Date_____

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8G

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

Via: Angie Avery, City Manager

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

Subject: Approval of Plans and Specifications, and Authorization to Bid for Business Area Street Improvement Project (CIP No. 12/13-04)

Summary: This report recommends actions to begin facilitating the construction of the Business Area Street Improvement Project consisting of four commercial streets which includes; Cerritos Avenue between Bloomfield Street and Santa Clara Street, Los Vaqueros Circle, Humbolt Street south of Cerritos Avenue, and Reagan Street between Briggeman Drive and Catalina Street.

Recommendation:

1. Approve the plans and specifications for the construction of the Business Area Street Improvement Project (CIP No. 12/13-04); and,

2. Authorize staff to advertise and solicit bid proposals; and,

3. Adopt Resolution No. 2012-06 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING PLANS AND SPECIFICATIONS FOR THE BUSINESS AREA STREET IMPROVEMENT PROJECT IN LOS ALAMITOS AND AUTHORIZING THE CITY ENGINNER TO ADVERTISE FOR BIDS".

Background

The City of Los Alamitos proposes to resurface the following four streets:

- Cerritos Avenue between Bloomfield Street and Santa Clara Street
- Los Vaqueros Circle
- Humbolt Street south of Cerritos Avenue
- Reagan Street between Briggeman Drive and Catalina Street

The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), or removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB) or Joint Plain Cement Concrete (JPCP). Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Discussion

Following is an approximate timeline for the completion of the Business Area Street Improvement Project:

- 12/17/12 Approval of plans & specifications by the City Council
- 2/1/13 Advertise project
- 2/28/13 Bid opening
- 3/18/13 Award of Contract
- 4/18/13 Start of construction
- 6/18/13 End of construction

Fiscal Impact

Funding for this project is 50% ($318,000) from the State-Local Partnership Program (SLPP) Formula Grant which is using State Proposition 1B funds, and 50% ($318,000) from matching funds required by the grant from the OCTA Measure M2 Fair Share Funds that were already designated to be used on these projects.

Prepared By:

David L. Hunt, PE
City Engineer

Reviewed By:

Steven A. Mendoza
Director of Community Development

Approved By:

Angie Avery
City Manager

Attachments: 1. Resolution 2012-06
2. Plans and Specifications are available for review in the City Clerk's Office

RESOLUTION NO. 2012-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING PLANS AND SPECIFICATIONS FOR THE BUSINESS AREA STREET IMPROVEMENT PROJECT IN LOS ALAMITOS AND AUTHORIZING THE CITY ENGINNER TO ADVERTISE FOR BIDS

WHEREAS, the City of Los Alamitos adopted the 2012-2013 Capital Improvement plan (CIP) included in the City's annual Budget; and

WHEREAS, the City of Los Alamitos has included the Business Area Street Improvement Project in the 2012-2013 Capital Improvement Plan including the business streets of Cerritos Avenue between Bloomfield Street and Santa Clara Street, Los Vaqueros Circle, Humbolt Street south of Cerritos Avenue, and Reagan Street between Briggeman Drive and Catalina Street; and

WHEREAS, the City Engineer has prepared construction document's for the project and the project is ready to bid; and

WHEREAS, the City of Los Alamitos had determined that this project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Article 19, Section 15301 (c) as the project consist of reconstruction of existing streets of Cerritos Avenue between Bloomfield Street and Santa Clara Street, Los Vaqueros Circle, Humbolt Street south of Cerritos Avenue, and Reagan Street between Briggeman Drive and Catalina Street; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) (Public Res. Code 21000 et seq.) the CEQA Guidelines and the City of Los Alamitos Local CEQA Guidelines, the City of Los Alamitos is the lead agency for the Project, as the public agency with general governmental powers; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the City Clerk shall file a Notice of Exemption with the County Clerk; and

WHEREAS, the City Clerk shall certify as to the adoption of this Resolution.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Los Alamitos approves the plans and specifications for the Business Street Improvement Project and authorizes the City Engineer to advertise for bids.

PASSED, APPROVED, AND ADOPTED this 17th day of December 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 17th day of December 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	December 17, 2012
Consent Calendar	Item No: 8H

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

Via: Angie Avery, City Manager

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

Subject: Award Bid for Old Town East and West Street Improvement Project (CIP No. 12/13-02)

Summary: This report recommends action to begin facilitating the construction of the Old Town East and West Street Improvement Projects (CIP No. 12/13-02). The project includes thirty (30) handicap ramps that do not meet current Americans with Disabilities Act (ADA) specifications, street improvements on Walnut Street between Katella Avenue and Florista Street, Chestnut Street between Katella Avenue and Florista Street, and Florista Street between Oak Street and Los Alamitos Boulevard.

Recommendation:

1. Award construction of the Old Town East and West Street Improvement Project (CIP No. 12/13-02) to Sequel Contractors in the amount of $340,188.50; and,

2. Authorize the Mayor to execute the contract for the project; and,

3. Authorize City Engineer to execute change orders, if necessary, in an amount not to exceed the contingency reserve of $34,019, which is 10% of the original contract amount and an additional 10%; and,

4. Due to potential high ground water level at this site, authorize City Engineer to execute additional change orders, if necessary, in an amount not to exceed a second contingency reserve of $34,019, which is 10% of the original contract amount.

Background

On June 4, 2012, the City Council approved the plans and specifications for solicitation of bids for Old Town East and West Street Improvements. This project is located in the Old Town West and East neighborhoods, and consists of ADA Ramps, and street improvements for the area. It is a combination of the 2011-12 and the 2012-13 Capital Improvement Plan (CIP) projects for ADA Ramps and residential street rehabilitation. The main components of the project are:

Old Town West and East, Replace/Upgrade ADA Accessibility Ramps - This tract currently has thirty (30) ADA accessibility ramps that do not meet the current ADA specification. This project would upgrade the ramps and bring them into current standards in order to comply with state and federal guidelines.

Walnut Street, Chestnut Street and Florista Street Improvements in Old Town West - This part of the project consists of removing and replacing curb and gutter, several driveways and alley aprons and a 1 ½ asphalt overlay over two of the streets; along with new signing and striping where necessary per below:

- Walnut St between Katella Avenue and Florista Street
  - Construct 1,000 feet of curb and gutter, 8 driveway aprons and a 1 ½ inch asphalt overlay
- Chestnut Street between Katella Avenue and Florista Street
  - Construct 320 feet of curb and gutter, 1 driveway apron
- Florista Street between Oak Street and Los Alamitos Boulevard
  - Construct 660 feet of curb and gutter, 10 driveway aprons, 2 alley aprons, and a 1 ½ inch asphalt overlay

Discussion

The following is an approximate timeline for the completion of the project:

- 12/17/12 Award of contract
- 1/14/12 Start of construction
- 2/28/12 End of construction

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the normal locations within the City, advertised in the News-Enterprise, and advertised in the F.W. Dodge publication known as the "Green Sheet". The bids for the construction of the Old Town East and West Street improvements (CIP No. 12/13-02) were publicly opened on November 16, 2012, at 2:00 pm. From the nine (9) total bids received, staff determined

Town East and West Street improvements (CIP No. 12/13-02) were publicly opened on November 16, 2012, at 2:00 pm. From the nine (9) total bids received, staff determined the construction bid submitted by Sequel Contractors to be the lowest responsible bid, with the total bid amount of $340,188.50. The bid results are shown below.

SEQUEL CONTRACTORS	**$ 340,188.50**
R.J. NOBLE	**$ 377,328.35**
NOBEST, INC.	**$ 380,030.05**
HARDY & HARPER	**$ 383,383.10**
SILVIA CONSTRUCTION	**$ 387,657.25**
PATRIOT PAVING	**$ 404,618.00**
ALL AMERICAN ASPHALT	**$ 408,408.00**
KALBAN, INC.	**$ 418,601.50**
EXCEL	**$ 423,110.40**
Average	**$ 391,480.57**

Fiscal Impact

The 2012-2013 years Community Development Block Grant (CDBG) fund of $146,325 will be used for the ADA ramps and curb and gutter. Last year's CDBG fund has $8,000 left over from the Apartment Row fund that will also be used for ADA ramps. Funds from Measure M totaling $185,675, and $60,000 from the Traffic Improvement fund carryover from 2011-2012 will be used for the street rehabilitation.

Sequel Contractor was found to be the lowest responsible bidder, with the total bid amount of $340,188.50. They are located in Santa Fe Springs, California. The Engineer's estimate for the project was $400,000.

Prepared By:

David L. Hunt, PE
City Engineer

Reviewed By:

Steven A. Mendoza
Director of Community Development

Approved By:

Angie Avery
City Manager

Attachment: 1. Contract

SECTION D
OLD TOWN - STREET AND ADA CURB RAMP IMPROVEMENTS
SPECIFICATION NO. CIP 12/13-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

- CONTRACT AGREEMENT
- PAYMENT BOND
- FAITHFUL PERFORMANCE BOND
- MAINTENANCE BOND
- NON-COLLUSION AFFIDAVIT
- WORKER'S COMPENSATION INSURANCE CERTIFICATE
- INSURANCE ENDORSEMENT
- STATEMENT RE INSURANCE COVERAGE
- STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

OLD TOWN - STREET AND ADA CURB RAMP IMPROVEMENTS
SPECIFICATION NO. CIP 12/13-02,
AGREEMENT
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

This OLD TOWN – STREET AND ADA CURB RAMP IMPROVEMENTS, SPECIFICATION NO. CIP 12/13-02, AGREEMENT is made and entered into for the above-stated project this 17th day of December, 2012, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and Sequel Contractors, Inc., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the OLD TOWN – STREET AND ADA CURB RAMP IMPROVEMENTS, SPECIFICATION NO. CIP 12/13-02, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be

made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sun of Three Hundred, Forty Thousand, One Hundred Eighty-eight Dollars and Fifty Cents ($340,188.50), unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY $200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY $25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of

CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than $25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY:	CONTRACTOR:
CITY OF LOS ALAMITOS	SEQUEL CONTRACTORS, INC.
3191 Katella Ave.	13546 Imperial Hwy.
Los Alamitos, CA 90805	Santa Fe Springs, CA 90670

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid

or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. 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 AGENCY without restriction or limitation upon its use or dissemination by AGENCY. 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.

B. 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.

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

D. The waiver by AGENCY 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 AGENCY or CONTRACTOR unless in writing.

E. 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.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 17th day of December, 2012.

CONTRACTOR: Sequel Contractors, Inc.

_____
Thomas S. Pack, President
Contractor's License No. 610600A

Subscribed and sworn to this _____ day of _____, 2012.

NOTARY PUBLIC _____ (SEAL)

AGENCY:

_____ _____
Mayor of the City of Los Alamitos — Date

ATTESTED:

_____ _____
City Clerk of the City of Los Alamitos — Date

APPROVED AS TO FORM:

_____ _____
City Attorney of the City of Los Alamitos — Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND
OLD TOWN – STREET AND ADA CURB RAMP IMPROVEMENTS,
SPECIFICATION NO. CIP 12/13-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Sequel Contractors, Inc., as CONTRACTOR, a contract for the above-stated project; AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law; NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **Three Hundred, Forty Thousand Eighty-eight Dollars and Fifty Cents** ($340,188.50) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

Contractor* Thomas S. Pack, President
Sequel Contractors, Inc.
13546 Imperial Hwy.
Santa Fe Springs, CA 90670
(562) 802-7227

Surety* _____
_____
_____
_____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this___ day of _____, 20__.

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND
OLD TOWN – STREET AND ADA CURB RAMP IMPROVEMENTS, SPECIFICATION NO. CIP 12/13-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that Sequel Contractors, Inc., hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of Three Hundred Forty Thousand, One Hundred Eighty-eight Dollars and Fifty Cents ($340,188.50); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: OLD TOWN – STREET AND ADA CURB RAMP IMPROVEMENTS, SPECIFICATION NO. CIP 12/13-02 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this_____day of .....,20__...

Contractor*	Thomas S. Pack, President	SURETY*.....
	Sequel Contractors, Inc.	.....
	13546 Imperial Hwy.	.....
	Santa Fe Springs, CA 90670	.....
	(562) 802-7227)	.....

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this___ day of _____ , 20__

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

APPROVED FOR USE IN 2011
109241.1

MAINTENANCE BOND
OLD TOWN – STREET AND ADA CURB RAMP IMPROVEMENTS,
SPECIFICATION NO. CIP 12/13-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Sequel Contractors, Inc., as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **Three Hundred, Forty Thousand Eighty-eight Dollars and Fifty Cents** ($340,188.50), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this____ day of ....., 20__.

Contractor* Thomas S. Pack, President
Sequel Contractors, Inc.
13546 Imperial Hwy.
Santa Fe Springs, CA 90670
(562) 802-7227

SURETY* _____
_____
_____
_____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

Subscribed and sworn to this ..... day of....., 20__.

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
Signature of Declarant

_____
Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

Sequel Contractors, Inc.
(Contractor)

By: _____
(Signature)

_____
(Title)

Attest:
By: _____
(Signature

_____
(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

_____

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE
OLD TOWN - STREET AND ADA CURB RAMP IMPROVEMENTS
SPECIFICATION NO. CIP 12/13-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: .....

MAILING ADDRESS: .....

.....

.....

AUTHORIZED SIGNATURE: .....

TITLE: .....

DATE: .....

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
OLD TOWN - STREET AND ADA CURB RAMP IMPROVEMENTS
SPECIFICATION NO. CIP 12/13-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E
OLD TOWN - STREET AND ADA CURB RAMP IMPROVEMENTS
SPECIFICATION NO. CIP 12/13-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

E-STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
OLD TOWN - STREET AND ADA CURB RAMP IMPROVEMENTS
SPECIFICATION NO. CIP 12/13-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2006 Edition of the "Green Book," Standard Specifications for Public Works Construction ("SSPWC"), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the "Standard Specifications" for the Agency. These Standard Specifications will be numbered as Sections 0 through 600 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC. The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute ("CSI") format.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 DEFINITIONS

Add the following:

Agent—Shall include persons and companies, other than the Contractor, retained by the City to perform design and construction services in relation to the Work.

Acceptance—The Agency's formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

City—The City of Los Alamitos, California, as the Agency and Owner.

City Council—City Council of the City of Los Alamitos, California.

Construction Manager—Persons and/or company retained by the City to perform construction management services.

Design Engineer—Persons and/or company retained by the City to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer—The City Engineer of the City of Los Alamitos, or his/her authorized representative.

Geotechnical Engineer—Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the Agency during construction.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans—"Standard Plans for Public Works Construction" - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications ("SSS")—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans ("SSP")—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 "Time of Completion".

1-3.2 COMMON USAGE

Add the following:

ARAM Asphalt Rubber Aggregate Membrane

ARHM Asphalt Rubber Hot Mix

1-3.3 INSTITUTIONS

Add the following:

ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1

NEMA National Electrical Manufacturers Association

2-1 AWARD AND EXECUTION OF THE CONTRACT

Add the following:

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

Contract Agreement (in duplicate)
Faithful Performance Bond (in duplicate)
Maintenance Bond (in duplicate)
Payment Bond (in duplicate)
Public Liability and Property Damage Insurance Certificate (two original)
Additionally Insured Endorsement
Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS

2-3.1 GENERAL

Delete the third paragraph and replace with the following:

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

2-3.2 STATUS OF SUBCONTRACTORS

Delete the paragraph and replace with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

2-4 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

2-5 PLANS AND SPECIFICATIONS

2-5.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these

noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

2-6 WORK TO BE DONE

Add the following:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-8 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-9 SURVEY

Delete Section 2-9.3. Add the following:

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

2-11 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

4-1 MATERIALS AND WORKMANSHIP

4-1.1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

4-1.4 TEST OF MATERIALS

Delete the third, fourth, and fifth sentences of the first paragraph and replace with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-1.6 TRADE NAMES OR EQUALS

Delete the fourth sentence of the second paragraph and replace with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

5-1 LOCATION

Add the following Subsections:

5-1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact all utility companies (e.g. gas company, electric company, telephone company, cable company, water company, refuse collectors, and Los Angeles County Department of Public Works) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

Additionally, the Contractor shall also notify local entities of his/her schedule fourteen (14) days prior to commencing work, including, local law enforcement agencies, the Post Office, Public Schools, and Bus Companies.

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

5-1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the Contractor shall make repairs under the provisions for changes and extra work contained in **SECTION 3 - CHANGES IN WORK** of the SSPWC Standard Specification.

5-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 5-2: "if located as noted in 5-1".

5-4 RELOCATION

Delete the second sentence of the fourth paragraph and replace with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

Delete the last paragraph of this section.

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

Add the following:

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF WORK

Delete the last sentence of first paragraph and replace it with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-6 DELAYS AND EXTENSION OF TIME

6-6.1 GENERAL

Add the following Subsections:

6-6.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall

make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-6.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-6.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-6.2 EXTENSIONS OF TIME

Add the following Subsection:

6-6.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-6.4 WRITTEN NOTICE AND REPORT

Delete the title and text of Section 6-6.4 and replace it with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed

that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-7 TIME OF COMPLETION

6-7.2 WORKING DAY

Add the following:

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of $1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT $1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-8 COMPLETION AND ACCEPTANCE

The following subsection is added to Subsection 6-8 of the SSPWC.

6-8.1 General Guaranty

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work

unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Delete the title and text of Section 6-9 and replace with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars ($500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-11 GUARANTEE

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.
The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency`s staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-12.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than $15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

7-1 CONTRACTORS EQUIPMENT AND FACILITIES

Add the following:

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

7-2 LABOR

7-2.2 LAWS

Delete the last sentence of the second paragraph and replace with the following:

Failure to file any report due under said orders will result in suspension of periodic progress payments.

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.
Add the following Subsection:

7-2.2.1 Overtime and Shift Work

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

7-3 LIABILITY INSURANCE

Section 7-3 is replaced in its entirety as follows:

7-3.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would

not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

7-3.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

7-3.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

7-3.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

7-3.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

7-3.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

7-3.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars ($2,000,000.00) per occurrence for all coverages and two million dollars ($2,000,000.00) general

aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of $25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

7.3.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars ($2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-4 WORKERS' COMPENSATION INSURANCE

Section 7-4 shall be replaced in its entirety as follows:

7-4.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

7-4.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

7-4.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

7-4.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

7-4.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

7-4.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

7-4.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

7-4.2.10 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 shall be furnished within 72 hours of the expiration of the coverages.

7-4.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

7-4.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

7-4.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

7-4.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or

liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-5 PERMITS

Delete the first paragraph and replace with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

7-7 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

7-8 PROJECT SITE MAINTENANCE

7-8.1 CLEANUP AND DUST CONTROL

Add the following Subsection:

7-8.1.2 Work Area Appearance

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

7-8.6 Water Pollution Control

Add the following to Subsection 7-8.6:

7-8.6.1 General

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

7-8.6.2 SWPPP Preparation

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2007, available from California Stormwater Quality Association (CSQA), and online at http://www.cabmphandbooks.net/ . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

7-8.6.3 STORM WATER POLLUTION PREVENTION MEASURES

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

7-8.6.4 STORM WATER POLLUTION PREVENTION - MEASUREMENT AND PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Delete the second paragraph and replace with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the Contractor's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

Delete the last paragraph and replace with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

7-10.1 TRAFFIC AND ACCESS

Add the following:

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review at the pre-construction meeting.

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.

Add the following Subsection:

7-10.1.2 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color

and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.
If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF $1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT $1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

7-10.3 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Full street closures will not be allowed prior to City Council approval.

9-3 PAYMENT

9-3.2 PARTIAL AND FINAL PAYMENT

Delete the last paragraph of this subsection and replace with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

Add the following subsection:

9-3.3 DELIVERED MATERIALS

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8I

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

Via: Angie Avery, City Manager

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

Subject: Approval of Amendment No. 1 to Cooperative Agreement No. C-1-2466 between the Orange County Transportation Authority and the City of Los Alamitos

Summary: The Orange County Transportation Authority (OCTA) requests that Amendment No. 1 to Cooperative Agreement No. C-1-2466 be executed by the City of Los Alamitos to extend the term six months to June 30, 2013. This will allow for the project completion with no increase to the maximum obligation.

Recommendation:

1. Approve Amendment No. 1 to Cooperative Agreement No. C-1-2466 between Orange County Transportation Authority and the City of Los Alamitos; and,
2. Authorize the Mayor to execute said Amendment No. 1 on behalf of the City of Los Alamitos; and,
3. Direct the City Clerk to file the executed copy of Amendment No. 1 to the Cooperative Agreement No. C-1-2466 with the Orange County Transportation Authority.

Background

On June 6, 2011, the City of Los Alamitos executed a Cooperative Agreement No. C-1-2466 with the Orange County Transportation Authority (OCTA) for Katella Avenue Traffic Light Synchronization Program Project (TLSP) which will synchronize 58 traffic signals from the western border of Orange County in the City of Los Alamitos, to the intersection of Santiago Canyon Road and Cannon Street in the City of Orange. The project will upgrade traffic signal equipment, as well as update signal timing parameters to reflect current traffic patterns. Katella Avenue was selected due to its high volume of traffic and regional significance. The project will be managed and constructed by OCTA.

The Traffic Light Synchronization Program was established by Proposition 1B, a statewide transportation bond measure passed in November of 2008. OCTA submitted a grant application to Caltrans, the administering agency, emphasizing inter-jurisdictional signal timing projects on regionally significant arterials. This approach is unique as most signal timing projects are done at the municipal level and seldom across city boundaries. In order to make the grant application as competitive as possible, OCTA committed to matching the grant one-to-one with Measure M funding.

Fiscal Impact

Approval of the proposed Amendment to the Cooperative Agreement will have no increase to the maximum obligation. All costs have been paid for by OCTA as part of the overall Measure M funds.

Prepared By:

David L. Hunt, PE
City Engineer

Submitted By:

Steven A. Mendoza
Director of Community Development

Approved By:

Angie Avery
City Manager

Attachment: 1. Amendment No. 1 to Agreement No. C-1-2466

AMENDMENT NO. 1 TO

AGREEMENT NO. C-1-2466

BY AND BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND THE CITIES OF

ANAHEIM, CYPRESS, GARDEN GROVE, LOS ALAMITOS, ORANGE, STANTON, VILLA PARK,

THE COUNTY OF ORANGE

AND

THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

FOR

THE KATELLA AVENUE TRAFFIC LIGHT SYNCHRONIZATION PROGRAM PROJECT

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2012, by and between the Orange County Transportation Authority, ("AUTHORITY"), and the City of Anaheim, the City of Cypress, the City of Garden Grove, the City of Los Alamitos, the City of Orange, the City of Stanton, the City of Villa Park, the County of Orange and the State of California Department of Transportation (Caltrans) hereinafter referred to as the ("AGENCIES").

WITNESSETH:

WHEREAS, by Agreement No. C-1-2466 dated August 2, 2011, AUTHORITY and AGENCIES entered into an agreement for the implementation of the Katella Avenue Traffic Light Synchronization Project ("TLSP") hereinafter referred to as ("PROJECT"); and

WHEREAS, AUTHORITY and AGENICES agree to extend the term of the agreement six (6) months to June 30, 2013 to allow for project completion with no increase to the maximum obligation; and

NOW, THEREFORE, it is mutually understood and agreed that Agreement No. C-1-2466 is hereby amended in the following particulars only:

/

1. Amend **ARTICLE 4. MUTUAL RESPONSIBILITIES OF ALL PARTIES**, page 7 of 16, line 11, to delete "December 31, 2012", as the expiration date of the Agreement and in lieu thereof, insert "June 30, 2013".

The balance of Agreement No. C-1-2467 remains unchanged.

This Amendment shall be made effective upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

CITY OF ANAHEIM

By: _____
Tom Tait
Mayor

ATTEST:

By: _____
Linda Andal
City Clerk

APPROVED AS TO FORM:
CRISTINA L. TALLEY, CITY ATTORNEY

By: _____
Cristina Talley
City Attorney

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Meena Katakia
Manager, Capital Projects

APPROVED AS TO FORM:

By: _____
Kennard R. Smart, Jr.
General Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

CITY OF CYPRESS

By: _____
Leroy Mills
Mayor

ATTEST:

By: _____
Denise Basham
City Clerk

APPROVED AS TO FORM:

By: _____
William Wynder
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

CITY OF GARDEN GROVE

By: _____
William J. Dalton
Mayor

ATTEST:

By: _____
Kathleen Bailor
City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

CITY OF LOS ALAMITOS

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

CITY OF ORANGE

By: _____
Carolyn V. Cavecche
Mayor

ATTEST:

By: _____
Mary E. Murphy
City Clerk

APPROVED AS TO FORM:

By: _____
David A. DeBerry
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

CITY OF STANTON

By: _____
Brian Donahue
Mayor

ATTEST:

By: _____
Brenda Green
City Clerk

APPROVED AS TO FORM:

By: _____
Kimberly Hall Barlow
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

CITY OF VILLA PARK

By: _____
W. Richard Ulmer
Mayor

ATTEST:

By: _____
Jarad L. Hildenbrand
City Clerk

APPROVED AS TO FORM:

By: _____
Todd O. Litfin
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

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

By: _____
Chairman, Board of Supervisors

ATTEST, SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD:

By: _____
Darlene Bloom, Clerk of the Board of Supervisors of Orange County, California

APPROVED AS TO FORM, COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

By: _____
Deputy

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2466 to be executed on the date first above written.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
James Pinheiro
Deputy District Director
Operations and Maintenance

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8J

To: Mayor Troy Edgar & Members of the City Council

Via: Angie Avery, City Manager

From: Todd W. Mattern, Chief of Police

Subject: Approve an Operational Area Agreement with the County of Orange for Participation in an Operational Area for the Coordination of Emergency Operations.

Summary: The Los Alamitos Police Department is requesting approval of Resolution No. 2012- 23, adopting the Operational Area Agreement with the County of Orange and other local agencies. This agreement formalizes the City's membership in the Operational Area and provides for cooperative coordination of resources and information during large scale emergencies.

Recommendation:

1. Adopt Resolution No. 2012-23 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AN OPERATIONAL AREA AGREEMENT BETWEEN THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS FOR PARTICIPATION IN AN OPERATIONAL AREA FOR THE COORDINATION OF EMERGENCY OPERATIONS;" and,

2. Authorize the City Manager to execute the Operational Area Agreement between the County of Orange and Political Subdivisions.

Background

In 1995, in accordance with the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Section 2400 et seq., an "Operational Area" was established by combining the entire geographical area of Orange County and its political subdivisions for the purposes of emergency mitigation, preparedness, response, and recovery. Although some jurisdictions adopted the attached agreement at that time, others opted not to formalize the agreement until the addendums defining the composition of an executive board, duties of the Operational Area coordinator, and other provisions could be finalized. As one of the latter, the City of Los Alamitos continued to participate in Operational Area activities such as drills, training, committees, and mutual aid responses without a formalized agreement. Now

with prompting by the County, the City of Los Alamitos, along with several other jurisdictions, is formalizing participation in the Operational Area by presenting this agreement for your consideration.

Discussion

California's SEMS establishes a hierarchical organization for responding to disasters or large-scale emergencies consisting of five levels of government: Field Response, Local Government, Operational Area, Regional, and State. As the size or complexity of an incident grows, each response level can turn to the next higher level for assistance with coordinating information, sharing resources and designating priorities. The Operational Area serves to coordinate among all Orange County jurisdictions and to act as a conduit to assistance from regional, state, or federal resources. Adherence to SEMS can be made a condition of eligibility for State reimbursement of disaster costs.

The Operational Area Agreement complies with the SEMS requirements in Title 19 regulations by:

1. Establishing the County of Orange and all of its political subdivisions as the Operational Area;
2. Defining a structure and operating procedures for the Operational Area; and,
3. Appointing the Orange County Sheriff's Department Emergency Management Bureau as the Operational Area's lead coordinating agency.

The Operational Area Agreement establishes three representative bodies:

1. The Operational Area Council consists of one member of the governing body of each of Orange County's political subdivisions (Cities and Special Districts). It is responsible for major policy or structural changes to the Operational Agreement but has not yet ever been called to meet or act;

2. The Operational Area Executive Board consists of one representative from the County Board of Supervisors, the Orange County City Engineers' and Public Works Directors' Association, the Orange County Fire Chiefs' Association, the Orange County Sheriff-Coroner Law Enforcement Mutual Aid Coordinator, the Independent Special Districts of Orange County, the Orange County Health Care Agency-Health Care Mutual Aid Coordinator, the Orange County Police Chiefs' and Sheriff Association, the Orange County Public Works-Public Works Mutual Aid Coordinator, the Orange County-City Manager's Association, and the League of Cities, and one joint representative from the Orange County Superintendent of Schools, Community Colleges and School Districts.

   The Operational Area Executive Board meets quarterly and has responsibility for approval of Operational Area Emergency and Mutual Aid Plans, Operational Area budget and staff, management of some grant allocation, and review or action on legislation or regulations relating to emergency operations; and,

3. The Orange County Emergency Management Organization (OCEMO) consists of the Emergency Management Coordinator from each political subdivision and representatives from several related non-governmental organizations. OCEMO meets monthly and has responsibility for developing Emergency Operations Plans, developing Emergency Operations Center procedures, coordinating Operational Area training and exercises, and professional development of emergency management staff.

During a disaster, the Operational Area functions as support to the local government and field response, but does not command the emergency response directly.

Although the City and the County have operated under the guise of the Operational Area, adoption of the Operational Area Agreement will formalize the City of Los Alamitos' membership in the Operational Area, ensuring the benefits of regionalized assistance. The City of Los Alamitos is not required to adopt this agreement; however, not adopting it would imply that the City prefers to maintain enough resources to manage large scale disasters without the assistance of other jurisdictions and could be charged by the Operational Area for any support provided during an emergency. During a disaster, life-safety resources are allocated by the Operational Area to signatories on the agreement first which could leave those who did not sign without critical support. By becoming a signatory on the agreement, the City will also receive representation on the Disaster Council and voting rights in the Orange County Emergency Management Agency.

Fiscal Impact

There is no cost associated with the adoption of the Operational Area Agreement; however, choosing to forgo adoption could potentially hinder the City's ability to collect post-disaster reimbursement of expenses from the State as well as incurring charges for assistance rendered during a disaster.

Submitted By:

Todd W. Mattern
Chief of Police

Approved By:

Angie Avery
City Manager

Attachments:
1. *Resolution No. 2012-23*
2. *Orange County Operational Area Agreement*
3. *Addenda to the Operational Area Agreement are available for review in the City Clerk's Office.*

RESOLUTION NO. 2012-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AN OPERATIONAL AREA AGREEMENT BETWEEN THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS FOR PARTICIPATION IN AN OPERATIONAL AREA FOR THE COORDINATION OF EMERGENCY OPERATIONS

WHEREAS, the Standardized Emergency Management System Regulations require local agencies, including cities, to enter into Operational Area Agreements in the geographic area of the County in order to manage and coordinate disaster information, resources, and priorities between agencies and to serve as the coordination and communication link with the regional level of the State; and

WHEREAS, a county geographic area is required to be organized into a single Operational Area per Government Code § 8605; and

WHEREAS, local agencies, including Orange County cities, collaborate on emergency management and homeland security issues; and

WHEREAS, a Steering Committee consisting of representatives from the County and local agencies have met and made recommendations for responsibilities and coordination within the Operational Area; and

WHEREAS, this agreement will formalize Los Alamitos' membership in the Operational Area; and,

WHEREAS, this agreement defines the establishment and direction of the Operational Area; the cooperative and mutual handling of the duties and responsibilities of the Operational Area lead agency; the coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons; and, the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency.

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

SECTION 1. To adopt the Operational Area Agreement of the County of Orange and political subdivisions, dated October 3, 1995, including addenda; and

SECTION 2. To authorize the City Manager to execute the Operational Area Agreement, including addendums.

PASSED, APPROVED AND ADOPTED this 17th day of December, 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 17th day of December, 2012, by the following vote to wit:

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

_____
Angie Avery, City Clerk

Attachment 2

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

OF THE COUNTY OF ORANGE
AND POLITICAL SUBDIVISIONS

October 3, 1995

OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

THIS AGREEMENT is entered into this _____ day of _____, 1995, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as "COUNTY," and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (c) of The California Emergency Services Act, Government Code Section 8550 et seq., (" The Emergency Services Act"), which are signatories hereto, hereinafter referred to as "SUBDIVISIONS", collectively referred to as the "Parties".

W I T N E S E T H:

WHEREAS, it is the intent of the Parties hereto, in accordance with The Emergency Services Act and The Standardized Emergency Management System Regulations, Title 19 California Code of Regulations Section 2400 et seq., to coordinate preparedness and response efforts for the safety of persons and property from the effects of natural, man-made, or war-caused disasters, hereinafter referred to as "emergencies;" and,

WHEREAS, the purpose of an Operational Area , as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities between the COUNTY and all Subdivisions in the geographic area of the County, and to serve as the coordination and communication link with the regional level of the State; and

WHEREAS, the declared purposes of this Agreement are to provide for the establishment and direction of the Operational Area; the cooperative and mutual handling of the duties and responsibilities of the Operational Area lead Agency; the coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, any expenditures made in connection with such emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the Operational Area.

NOW THEREFORE, the Parties hereto agree as follows:

A. **EXISTING AGREEMENTS:** Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except this Agreement supersedes the existing UNIFIED ORANGE COUNTY-CITIES EMERGENCY MANAGEMENT AGREEMENT dated July 14, 1981; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid agreements.

B. OPERATIONAL AREA ESTABLISHED: The entire geographic area of Orange County constitutes an Operational Area for the purposes of emergency mitigation, preparedness, response, and recovery, as required by Title 19 California Code of Regulations Section 2409.

C. CITY-COUNTY EMERGENCY MANAGEMENT PLANNING BOARD: For the purposes of COUNTY Ordinance No. 3915 Section 3-1-5 of the Codified Ordinances of the County of Orange, as presently existing or as hereafter amended, the Council created under this Agreement constitutes the City County Emergency Management Planning Board and this Agreement defines its membership, powers, duties, divisions, services and staff.

D. LOCAL AUTHORITY: In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction.

E. DEFINITIONS: The following terms as used in this Agreement shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth below:

(1) **Operational Area Coordinator** shall mean that position affiliated with a public agency as designated in Section G of this Agreement, to provide direction and coordination of the Operational Area during times of emergency.

(2) **Emergency** shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the County caused by such conditions as air pollution, civil disturbance, sudden and severe energy shortage, drought, or earthquake or other conditions, the Governor's warning of an earthquake or volcanic prediction, epidemic, fire, flood, hazardous material release, plant or animal infestation or disease, riot, storm, or war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of a Subdivision or County, requiring the combined forces of the Operational Area to manage.

(3) **Unified command** shall mean a unified team effort which allows all agencies with, either geographical or functional responsibility, to manage an emergency by establishing a common set of emergency objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility or accountability.

F. OPERATIONAL AREA COUNCIL, EXECUTIVE BOARD AND SUBCOMMITTEES:

(1) **Operational Area Council.** Title 19 California Code of Regulations Section 2400 et seq. establishing the Standardized Emergency Management System hereinafter referred to as SEMS, allows the COUNTY and all SUBDIVISIONS to have representation in the Operational Area. Therefore, the Operational Area Council, hereinafter referred to as the "Council", is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is

not a separate legal entity and that it is not their intention to form a joint powers authority.

a. **Membership.** All SUBDIVISIONS in the County of Orange ,including cities, school and special districts, and the COUNTY, by approval and execution of this Agreement, are members of the Council. Each Council Member shall designate a representative and an alternate from its governing body to serve as it's representative.

b. **Responsibilities.** The members of the Council shall have authority over the major policy issues of the Operational Area, as determined by the Executive Board, including the adoption of and amendments to this Agreement and adoption of any Operational Area fees. However, whenever a majority of all members of the Council determine that an issue should be brought before the Council, it shall be done so irrespective of the fact that the Executive Board has failed to identify it as a major policy issue as set forth in the first sentence of this subsection. It is not the intent of this Agreement that there be regular meetings of the Council. The Executive Board shall submit major Operational Area policy issues to Council members for consideration at their respective governing body meetings. The approval by a majority of the governing bodies of all Council members shall be sufficient for adoption of any Operational Area business, including the amendment of this Agreement, and adoption of any Operational Area fees.

c. **Representatives Meeting.** Should it be necessary for the Council to meet, the representative or alternate of each member of the Council, shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem from among the representatives present. A majority of all representatives of the members of the Council shall constitute a quorum for the transaction of business relating to the Operational Area. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area. In the event a tie vote occurs, in order to break the tie, the vote of the Chair Pro Tem shall not be counted. The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council.

(2) **Operational Area Executive Board.**

a. **Creation of the Operational Area Executive Board.** The Council shall have an Executive Board, hereinafter referred to as Executive Board, consisting of eleven voting members.

1) **Members.** Members are as follows:

a) A member of the COUNTY Board of Supervisors

b) A representative from the Orange County City Engineers' and Public Works Directors' Association

c) The Orange County Fire & Rescue Mutual Aid Coordinator

d) A representative from the Orange County Fire Chiefs' Association

e) The Orange COUNTY Sheriff-Coroner- Law Enforcement Mutual Aid Coordinator

f) A representative from Independent Special Districts of Orange County

g) A representative from the Orange COUNTY Health Care Agency- Health Care Mutual Aid Coordinator

h) A representative from the Orange County Police Chiefs' and Sheriff Association

i) A representative selected jointly from the Orange County-City Manager's Association and the League of Cities.

j) A representative selected jointly by the Orange County Superintendent of Schools, Community Colleges and School Districts

k) A representative from the COUNTY Environmental Management Agency- Public Works Mutual Aid Coordinator

2) **Terms, Alternates and Voting.** Executive Board members shall be appointed by their respective organization every two years and shall serve at the discretion of their organization for two years. An alternate shall also be designated to serve the same term for each Executive Board member appointed. Each Executive Board member, or alternate in the absence of any voting member, shall be entitled to one vote. A majority of the Executive Board shall constitute a quorum for the transaction of business relating to the Operational Area. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any

other action deemed appropriate to carry forward the objectives of the Operational Area. In the event a tie vote occurs, in order to break the tie, the vote of the Chair shall not be counted.

3) **Operational Area Executive Board Chair and Vice-Chair.** The Chair and Vice Chair shall be elected every two years by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

4) **Meetings.** The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

b. **Responsibilities/Policy/Advisory Duties.** The Executive Board shall have responsibility for the overseeing the actions of the Operational Area Manager in the daily operations and administration of the Operational Area. The Executive Board shall also have responsibility for the development, establishment and implementation of the policies of the Operational Area, and shall keep the Council informed of its actions. The Executive Board shall determine which major policy issues of the Operational Area issues require Council members' approval and shall seek such approval. However, whenever a majority of all members of the Council determine that an issue should be brought before the entire Council, it shall be done so irrespective of the fact that the Executive Board has failed to identify it as a major policy issue as set forth in this subsection.

1) **Policy and Operational Area Emergency Plan.** The Executive Board is responsible for the establishment of Operational Area policy and the development and implementation by December 1, 1996, of the Operational Area Emergency Plan, including mitigation, preparation, response and recovery, and for the ongoing exercise and maintenance of the plan as required by SEMS.

2) **Operational Area Budget and Operating Staff.** The Executive Board shall have the responsibility to direct the development of and approve the Operational Area annual operating budget and staffing utilizing resources made available to the Operational Area by the State Office of Emergency Services through the Federal Emergency Management Assistance Program, and to monitor the expenditures of the Operational Area. This shall include the responsibility to seek grants from other sources to sustain the preparedness and response efforts of the Operational Area as further detailed in Section L of this Agreement, and, if necessary, to recommend for adoption by the members of the Council, any

Operational Area fees to sustain the Operational Area. In the event the Executive Board recommends adoption of fees, the Executive Board shall be responsible for directing the development of and submitting the Operational Area annual budget and staffing to the members of the Council for approval.

3) **Laws, Rules, Legislation and Regulations.** The Executive Board shall review and recommend for action or adoption by the members of the Council, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board shall also study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to it in writing by Council members.

4) **Recovery Operations.** During the recovery phase of an emergency, the Executive Board shall provide advice to the members of the Council regarding rebuilding and cost recovery. The Executive Board shall direct the Operational Area Manager, as designated in Section H of this Agreement, to coordinate with the State Office of Emergency Services as needed in this process.

5) **Successor to the Operations Coordinator.** Due to the changing circumstances and requirements of emergencies, especially in transition from the response to and recovery from an emergency, the Executive Board is hereby given authority to appoint an Operational Area Coordinator to succeed the initial response Operational Area Coordinator designated pursuant to Section G (1) of this Agreement.

c. **Subcommittees and Technical Advisory Groups.**

1) **Establishment, Support and Coordination.** The Executive Board may establish standing and ad hoc Subcommittees and Technical Advisory Groups to complete its work and to ensure communication and coordination between all interested persons or groups, including but not limited to the COUNTY, SUBDIVISIONS, Orange County Emergency Management Organization, Communications Systems, Transportation, Care and Shelter. Subcommittees and Technical Advisory Groups may each elect a Chairperson and shall provide appropriate staff support from their members. The Operational Area Manager shall provide coordination between these Subcommittees or Technical Advisory Groups and the Executive Board only.

2) **OCEMO.** There is hereby established a standing Subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as "OCEMO". All Council members shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative establishment of the Operational Area Plan, policies and procedures, training and exercises is necessary to ensure that the Operational Area Plan, policies, procedures, training and exercises meet the emergency needs of the SUBDIVISIONS, COUNTY, and Operational Area.

a) **Members.**

1. **Standing Members.** Standing members include the emergency services coordinators designated annually in writing to the Operational Area Manager by each Party which is a signatory to this Agreement. The COUNTY Emergency Manager shall be the COUNTY Standing member.

2. **Approved Members.** Designated representatives from other public, non-profit and private emergency response, recovery and management agencies may actively participate as approved members in OCEMO Committees. These agencies may include: Orange County Disaster Recovery Alliance, Volunteer Agencies Active In Disasters, American Red Cross, Volunteer Emergency Preparedness Organization, utilities, military bases, universities and colleges, and the State Office of Emergency Services. Membership shall be granted by the Executive Board annually, upon recommendation made by majority vote of standing members of OCEMO.

3. **Associate Members.** Members of other organizations may participate as non-voting Associate members.

b) **Voting.** Each of the Standing and Approved members shall be entitled to one vote. The Representative Board shall determine the issues which require approval of the voting members of OCEMO. However, whenever a majority of all members of OCEMO determine that an issue should be brought before the entire OCEMO membership, it shall be done so irrespective of the fact that the Representative

Board has failed to identify it as an issue. It is not the intent of this Agreement that there be regular meetings of OCEMO. Any member of OCEMO may attend and be heard at the Representative Board meetings and participate in Representative Board committees. The Chair may convene a meeting of OCEMO and/or conduct a vote by proxy. Unless otherwise provided herein, a vote of the majority of those qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area.

c) **Chair and Vice-Chairs.** The Chair, First and Second Vice Chair shall be elected annually by the Representative Board and shall serve both as the officers of the Representative Board and OCEMO. In the event a tie vote occurs, the vote of the Chair shall not be counted. In the absence of all officers, the members of the Representative Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

d) **Representative Board.** OCEMO shall have a Representative Board, hereinafter referred to as "Representative Board".

1. **Membership.** The membership of the Representative Board shall be comprised of the following standing members:

   a. The COUNTY Emergency Manager/ Operational Area Manager

   b. The Cities' Emergency Services Coordinators

   c. One representative selected jointly by the Orange County Superintendent of Schools, Community Colleges and School Districts

   d. One representative selected jointly by the Water and Irrigation Districts

   e. A representative from the Orange County Transportation Authority

f. One representative selected jointly by the Sanitation Districts

g. One representative selected jointly by the Sanitary Districts

h. A representative from the Parks and Recreation District

i. A representative selected jointly by the Library Districts

j. A representative from the Cemetery District

k. A representative from the Vector Control District

l. A representative from the Storm District

m. A representative selected jointly by the Community Services Districts

2. **Voting.** Each of the Representative Board members shall be entitled to one vote. A majority of the Representative Board shall constitute a quorum for the transaction of business relating to OCEMO. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area.

3. **Committees.** The Representative Board may establish Committees to accomplish the OCEMO duties. All OCEMO members are expected to participate in the Committees to the maximum extent possible.

e) **Executive Council.** The OCEMO Executive Council shall consist of the OCEMO Chair, First and Second Vice Chair, the immediate past Chair, and the COUNTY Emergency Manager/Operational Area Manager. The Executive Council may meet at the request of the Chair to develop agendas and plans, and to analyze issues to be presented to the OCEMO Representative Board.

f) **Staff Support.** The COUNTY shall provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.

g) **Purpose.** As a Subcommittee responsible to the Executive Board, the purposes of OCEMO include the following:

1. **Operational Area Plan.** Development and maintenance of the Operational Area Emergency Plan as described in SEMS and approved by the Executive Board.

2. **Standard Operating Procedures.** Development and maintenance of Operational Area standard operating procedures and Operational Area Emergency Operations Center procedures and guidelines for use during emergencies, reviewed and approved by the Operational Area Mutual Aid Coordinators.

3. **Emergency Training and Exercises.** Coordinate an annual Operational Area exercise as required by SEMS and coordinate training of personnel who are part of the Operational Area Emergency Organization.

4. **Efficiency and Effectiveness.** Identify, examine and develop plans and programs of concern to all SUBDIVISIONS and the COUNTY, and coordinate the development of appropriate plans and programs leading toward an integrated Operational Area approach to preparedness for emergencies, including use of cost efficient and effective, coordinated public education and individual emergency preparedness programs.

5. **Legislation.** Review and report on legislation impacting emergency plans and programs and propose concepts for new legislation for consideration by the Executive Board.

6. **Plans and Agreements.** Review proposals of emergency mutual aid plans and agreements and

make recommendations on approval of such proposals to the Executive Board.

7. **After Action Reports.** Develop after action reports for the Executive Board, following emergencies in which the Operational Area is activated.

8. **Other.** Other duties and responsibilities as delegated by the Executive Board.

h) **Meetings.** The Representative Board shall meet every other month. Special meetings of the Representative Board may be called by the Chair. Committees shall meet twice a month until the Operational Area Emergency Plan and procedures, exercise schedule and training, as required by SEMS are completed, and as necessary thereafter.

i) **Finances.** OCEMO has no authority to bind the COUNTY or any SUBDIVISION to any financial arrangement.

d. **Operational Area Executive Board Emergency Advisory Capacity.** The Executive Board may be convened by the Chair to review the potential or actual emergency situation and make and receive appropriate recommendations from the Operational Area Coordinator, as designated below, and Council members.

G. CREATION AND POWERS AND DUTIES OF OPERATIONAL AREA COORDINATOR:

(1) **Operational Area Coordinator.** By this Agreement, Council designates an Operational Area Coordinator, hereinafter referred to as "Coordinator" Based on the type of disaster described below, the initial response Coordinator shall be the incumbent of the position designated below:

a. **Law Enforcement Mutual Aid Coordinator.** The Law Enforcement Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where evacuation, law and order are of the highest priority as related to earthquake, tsunami ,nuclear power plant emergency, civil disturbance, terrorism, or act of war.

b. **Fire and Rescue Mutual Aid Coordinator.** The Fire and Rescue Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where the life or safety of the public is threatened due to fire, mass casualty emergency, or hazardous materials release.

c. **Public Works Mutual Aid Coordinator.** The Public Works Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where public works, or environmental protection resources shall be the primary method used for mitigation and recovery such as during flood, storm, dam failure or oil spill.

d. **Health Care Mutual Aid Coordinator.** The Health Care Mutual Aid Coordinator is designated as the as the initial response Coordinator for emergencies where there is a threat of an epidemic or a declared epidemic.

e. **Alternates to the Operational Area Coordinator.** Each incumbent of a position eligible to act as the initial response Coordinator shall annually designate, in writing by name and in order of succession, a minimum of two alternates. This designation shall be filed with the Operational Area Manager as described in Section H of this Agreement, no later than July 1st of each year.

f. **Line of Succession.** In the event that neither the designated initial response Coordinator nor either of the designated alternates is available to serve in the capacity of the initial response Coordinator, the following line of succession shall be used to ensure continuity of Operational Area operations during times of emergency:

1) **Law Enforcement Mutual Aid Coordinator and two designated alternates.**

2) **Fire and Rescue Mutual Aid Coordinator and two designated alternates.**

3) **Public Works Mutual Aid Coordinator, and two designated alternates.**

4) **Health Care Agency Mutual Aid Coordinator and two designated alternates.**

(2) **Unified Command and Joint Operational Area Coordinator.** Where appropriate, the Coordinator shall use a unified command, which is standard procedure for emergencies which involve multiple jurisdictions or professional disciplines.

(3) **Successor to the Initial Response Operations Coordinator.** Due to the changing circumstances and requirements of emergencies, especially in transition from the response to and recovery from an emergency, the Executive Board is hereby given authority to appoint successor Operational Area Coordinator(s) to succeed the initial response Operational Area Coordinator designated pursuant to Section G (1) of this Agreement. The successor Coordinator(s) shall have the

same powers and duties as the initial response Coordinator, as specified in Section G (4) of this Agreement.

(4) **Powers and Duties.** The Coordinator shall direct and coordinate the Operational Area during times of emergency. The Coordinator shall have the following duties and powers:

a. **Direction and Coordination.** Serve as key decision maker, in the Operational Area Emergency Operations Center providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the Operational Area Lead as specified in Title 19 California Code of Regulations Section 2409 (e).

b. **Operational Area Representative.** Represent the Operational Area in all dealings with the public or private agencies on matters pertaining to emergencies as defined herein.

c. **Emergency Public Information.** Appoint a Public Information Officer to coordinate the dissemination of all emergency information, press releases, and public statements, to prevent conflicting information, misinformation, and the initiation of rumors, as appropriate to the type of emergency confronting the Operational Area.

d. **Emergency Proclamations.** Each SUBDIVISION shall retain the powers and responsibilities granted by law to proclaim an emergency in its jurisdiction, according to procedures set forth by the jurisdiction. The COUNTY Board of Supervisors shall retain the powers and responsibilities granted by law to proclaim an emergency in the County geographic area, according to procedures set forth in COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange and COUNTY Board of Supervisors Resolution 95-386, as presently existing or as hereafter amended.

H. CREATION OF POSITION AND POWERS AND DUTIES OF OPERATIONAL AREA MANAGER:

(1) **Operational Area Manager.** The position of the Operational Area Manager is hereby created. The Operational Area Manager shall be the COUNTY Emergency Manager as specified by COUNTY Ordinance No. 3915, Section 3-1-6 of the Codified Ordinances of the County of Orange and COUNTY Board of Supervisors Resolution 95-386, as presently existing or as hereafter amended.

(2) **Powers and Duties.** The Operational Area Manager shall have the following powers and duties:

a. **Staff to the Operational Area Executive Board.** Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned Operational Area staff with the Executive Board.

b. **Daily Coordination and Assistance.** Direct the daily coordination and cooperation between the Operational Area staff and the Operational Area Emergency Organization, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

c. **Emergency Operations Center Maintenance.** Maintain the Operational Area Emergency Operations Center in a constant state of readiness, providing staff as needed to support the Emergency Operations Center operations during times of emergency in order to coordinate emergency information between the COUNTY and all SUBDIVISIONS, state and federal agencies, and volunteer organizations.

d. **Notification of Emergency Operation Center Activation.** Notify the Executive Board and Board of Supervisors of an Emergency Operations Center activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

e. **OCEMO Support.** Provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.

f. **Budget and Staffing.** Develop an annual operating budget and staffing recommendations and monitor the Operational Area expenditures at the direction of and for the approval of the Executive Board.

g. **After Action Reports.** Coordinate with OCEMO the development of after action reports for the Executive Board, following emergencies in which the Operational Area is activated.

I. **OPERATIONAL AREA EMERGENCY PLAN:** Under the direction of the Executive Board, OCEMO shall be responsible for ensuring the development and maintenance of the Operational Area Emergency Plan, which shall provide for the effective mobilization of all of the resources of the Operational Area, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the Operational Area Emergency Organization as described in Section M of this Agreement.

(1) **Compliance.** The Operational Area Emergency Plan shall comply with applicable local, state and federal planning criteria, analyze the risks faced by the

Operational Area, assign functional responsibilities to Mutual aid organizations, COUNTY agencies/departments, SUBDIVISIONS, and personnel, and assign lines of succession for the members of the Operational Area Emergency Organization.

(2) **Functional assignments.** The Operational Area Emergency Plan shall include the functions assigned to the mutual aid organizations, COUNTY agencies/departments and SUBDIVISIONS, and it shall be the responsibility of the agency/department heads and SUBDIVISIONS to appoint coordinators who shall report to the Emergency Operations Center and carry out the assigned duties as appropriate.

(3) **Adoption.** The Emergency Plan shall not be effective until adopted by the Executive Board and a majority of all Council members.

J. **COUNTY SPECIFIC RESPONSIBILITIES.** The COUNTY shall act as the Operational Area Lead Agency. The Operational Area Lead Agency shall have the following responsibilities to the Operational Area in addition to those member responsibilities specified under Section K of this Agreement:

(1) **24 Hour Contact Point.** The COUNTY shall provide the 24 hour contact point for the Operational Area and act as lead in activating the Operational Area Emergency Operations Center, hereinafter referred to as "OAEOC".

(2) **Operational Area Emergency Operations Center.** The COUNTY Emergency Operations Center located at 2644 Santiago Canyon Road, in Silverado, California and Alternate Emergency Operations Center, as designated, shall serve as the OAEOC.

(3) **Initial EOC Activation Staffing.** The COUNTY shall provide initial OAEOC activation staff. SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing.

(4) **EOC Maintenance.** COUNTY Emergency Management staff shall be responsible for ensuring the OAEOC is maintained in a state of constant readiness.

(5) **Operational Area Council Executive Board Support.** The COUNTY shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow up only. Staff support to Subcommittees and Technical Advisory Groups shall be provided by Council members and their representatives.

(6) **OCEMO Support.** The COUNTY shall provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.

K. OPERATIONAL AREA COUNCIL MEMBER RESPONSIBILITIES: Members of the Operational Area Council shall have the responsibilities as set forth below:

(1) **Participation.** Actively participate as a member in the Council, Executive Board if designated, Subcommittees and Technical Advisory Groups including OCEMO, and in the Operational Area Emergency Organization, including providing staff to support the work of the Executive Board, Subcommittees and Technical Advisory Groups.

(2) **Emergency Plan and Organization.** Maintain an emergency plan and organization to provide for the emergency needs in the SUBDIVISION according to SEMS, and coordinate with and, where able, support other SUBDIVISIONS, the COUNTY, and the OAEOC.

(3) **Emergency Management Program.** Develop an emergency management program which shall provide for the needs of the SUBDIVISION, which shall be complementary to and compatible and coordinated with the needs of the Operational Area in the event of an emergency.

(4) **Emergency Assistance.** Provide assistance during an emergency:

a. **Capabilities and Agreements.** SUBDIVISIONS shall offer assistance within the limits of capabilities and according to applicable mutual aid agreements.

b. **EOC Staffing.** SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing.

(5) **Resource list.** Maintain a current resource listing of the facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

(6) **Cooperation.** Promote cooperation among all SUBDIVISIONS in order to improve the overall Operational Area emergency management program.

(7) **Training and Exercises.** Assure training and exercises within the SUBDIVISION and Operational Area, maintain a thorough knowledge of the Operational Area Emergency Plan and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency.

(8) **Emergency Notifications.** Ensure that internal and Operational Area emergency notification lists are kept current.

(9) **Procedures.** Develop SUBDIVISION procedures which outline the steps necessary to complete tasks as a member of the Operational Area.

(10) **Critical Personnel.** Identify at least two alternates for each person deemed critical to SUBDIVISION and Operational Area operations, either to serve in the capacity of the primary contact when (s)he is not available, or to facilitate 24 hour operation when needed in times of emergency.

L. OPERATIONAL AREA EXPENSES AND REVENUES

(1) **Minimum costs/efficiency.** All costs shall be kept to a minimum, and efficiencies in use of staff, materials, etc. shall be a priority.

(2) **Costs of Operational Area EOC Emergency Activation.** The COUNTY declares its willingness to provide the Operational Area 24 hour contact point, the OAEOC and initial OAEOC staffing, and to activate the OAEOC as required by SEMS as set forth in Section N (4) of this Agreement. The COUNTY shall exercise prudence in the staffing and level of activation, and shall deactivate the OAEOC when requested by SUBDIVISION(s) or as soon as practical, as allowed by law. The COUNTY is to act as a member of the Operational Area only and shall not be solely responsible for the costs of activating the OAEOC. The Executive Board shall be responsible for the development of policy and procedures similar to other mutual aid agreements where in SUBDIVISION(s) requiring activation of the OAEOC shall be responsible for reimbursement of the COUNTY and other SUBDIVISIONS for the cost of activation, if the COUNTY does not activate the OAEOC for its use, and cannot legally declare an emergency for the purposes of reimbursement from the State or Federal governments.

(3) **Operational Area Administrative Expenses.** The Executive Board shall be responsible for acquisition and distribution of Emergency Management Assistance grant funds, and any other funds, to cover the administrative costs of the Operational Area, including any reimbursement to the COUNTY for services requested of the COUNTY pursuant to this subsection. The Executive Board shall be responsible for determining the potential source of, and for acquiring funds or staff time to match the grant(s). The COUNTY shall provide administrative staffing for the Operational Area, as determined by the Executive Board and/or Council in the annual budget, to carry out the duties as delineated in Section H of this Agreement. The COUNTY is to act as a member of the Operational Area only and shall not be solely responsible for the costs of administering the Operational Area.

(4) **Emergency Expenses.** During emergencies, all Parties shall be expected to participate, according to mutual aid and other agreements, and to the maximum extent possible, with the understanding that during an emergency the priority is life, safety, property and the environment, regardless of which jurisdiction is impacted.

(5) **Emergency Aid to Parties.** Nothing herein shall be construed to restrict or control any Party's right or ability to apply for or receive emergency aid, loans or

grants from any source including the State and Federal government. Neither any Party nor the Operational Area shall have any claim upon or interest in any emergency aid funds obtained by any other Party for it's emergency expenses, with the exception that SUBDIVISIONS may be responsible for reimbursement of OAEOC activation costs as set forth in Section (L) of this Agreement.

M. DESCRIPTION, FUNCTION AND DUTIES OF THE OPERATIONAL AREA EMERGENCY ORGANIZATION

(1) **Description.** All officers and employees of the Parties, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons pressed into service under the provisions of COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange as presently existing or as hereafter amended, shall constitute the Operational Area Emergency Organization, and shall be charged with duties incidental to the protection of life and property in the Operational Area during times of emergency.

(2) **Functions and Duties.** The functions and duties of the Operational Area Emergency Organization shall be distributed among such Mutual aid organizations, COUNTY agencies/departments, SUBDIVISIONS, and staff as the Operational Area Emergency Plan shall prescribe. The form of the organization, titles and terminology shall conform to SEMS.

N. ACTIVATION OF THE OPERATIONAL AREA EMERGENCY OPERATIONS CENTER

(1) **Location.** The COUNTY Emergency Operations Center located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OAEOC. Communication connection to the OAEOC shall be the responsibility of each SUBDIVISION and Mutual aid Coordinator or their representative.

(2) **Virtual Operational Area EOC.** The OAEOC shall be used as the communication and coordination center and in so far as possible, function as a virtual OAEOC, utilizing any available telecommunication resources so that Parties may communicate without collocation. However, to ensure communication, it may be necessary for representatives and any support staff they may require to be present at the OAEOC. SUBDIVISIONS not present shall be responsible for establishing direct contact with the OAEOC.

(3) **Staff for the Operational Area Emergency Operations Center**

a. **OAEOC Maintenance.** COUNTY Emergency Management staff shall be responsible for ensuring the OAEOC is maintained in a state of constant readiness.

b. **Initial Activation and Beyond.** The COUNTY shall provide initial OAEOC activation staff. SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing. emergency management or other mutual aid shall be used to staff the OAEOC as necessary.

c. **Mutual Aid Coordinators.** Mutual Aid Coordinators may be present in the OAEOC, but if not present, shall be responsible for establishing direct contact with the OAEOC.

(4) **Required Activation:**

a. **Support to Emergency.** The Operational Area functions as support to the local government and field response and does not command the emergency response directly.

b. **Conditions.** Activation of the OAEOC is required by SEMS, Title 19 California Code of Regulations Section 2409 (f), under the following conditions:

1) **On Request.** "A local government within the Operational Area has activated its EOC and requested activation of the Operational Area to support their emergency operations."

2) **Two City Local Emergency.** "Two or more cities within the Operational Area have declared or proclaimed a local emergency."

3) **COUNTY and City Local Emergency.** "The County and one or more cities have declared or proclaimed a local emergency."

4) **Request for Governor's Proclamation.** "A city, city and County, or County has requested a governor's proclamation of a state of emergency, as defined in Government Code 8558(b)."

5) **State of Emergency.** "A state of emergency is proclaimed by the governor for the County or two or more cities within the Operational Area."

6) **Request for Outside Resources.** "The Operational Area is requesting resources from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement."

7) **Request for Operational Area Resources.** "The Operational Area has received resource requests from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement."

c. **Activation Levels.** The OAEOC activation levels are described below:

1) **Activation Level One.** Level One shall mean activation of the OAEOC at a minimum level with COUNTY emergency management staff to prepare the OAEOC and notify the Operational Area Emergency Organization and coordinate information among the members of the Operational Area and with Regional State officials as required by SEMS.

2) **Activation Level Two.** Level Two shall mean partial activation of the OAEOC, staffed by the Operational Area Coordinator or alternate, COUNTY emergency management personnel, along with personnel from COUNTY agencies/departments and other personnel selected to meet the functional needs of the emergency Operational Area Emergency Organization during times of emergency.

3) **Activation Level Three.** Level Three shall mean full activation of the OAEOC, including all personnel as indicated at level two plus the Executive Board, who shall serve as the Policy Group to advise the Coordinator on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations, and prioritize resources to effectively mitigate the disaster.

O. EFFECTIVE DATE: This Agreement shall become effective upon the approval and execution by the COUNTY Board of Supervisors and at least one SUBDIVISION. Any SUBDIVISION in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the COUNTY upon a SUBDIVISION's execution of this Agreement as indicated in Section T of this Agreement.

P. WITHDRAWAL: Any Party may withdraw from this Agreement by providing written notice to the COUNTY. Said notice shall be given 30 days before withdrawal from this Agreement.

Q. SUSPENSION OF VOTING PRIVILEGES: In the event Operational Area fees are adopted, a Party's failure to pay said fees within 60 days after said fees become due, shall result in the immediate suspension of that Party's voting privileges in matters considered by any body,

board, subcommittee, committee, or group established by this Agreement. Voting privileges shall be restored upon payment.

R. INDEMNIFICATION: Each Party shall defend, indemnify and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating to acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

S. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

T. AMENDMENT: This Agreement may not be amended or modified except in a writing executed by a majority of all Parties.

U. NOTICE: Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address or fax number set out by their signatures.

V. SEVERABILITY: Should any part, term or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

DATED: NOV 14 1995

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

By _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD:

_____
Kathleen Goodno
Acting Clerk of the Board of Supervisors
of Orange County, California

NOTICE TO THE COUNTY OF ORANGE TO BE GIVEN TO:
Loletta M. Barrett, Emergency Manager
2644 Santiago Canyon Rd.
Silverado, CA 92676-9719
FAX: (714) 834-7354

APPROVED AS TO FORM:
Lawrence M. Watson
Chief Assistant County Council

By _____
Ann E. Fletcher, Deputy

Dated: 10/31/95

OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

DATED: _____

_____
(City or Jurisdiction)

BY _____

_____

_____

ATTEST:

By: _____

_____

_____

Date _____

NOTICE TO _____ TO BE GIVEN TO:
City/Jurisdiction

_____
Name

_____
City/Jurisdiction

_____
Address

_____
City/State/Zip

_____
FAX Number

APPROVED AS TO FORM:

_____

_____

_____

Dated _____

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8K

To: Mayor Troy Edgar & Members of the City Council

Via: Angie Avery, City Manager

From: Steven A. Mendoza, Director of Community Development

Subject: Community Development Block Grant (CDBG) Project List for Fiscal Year 2013-14

Summary: This report sets forth a recommended project list for Fiscal Year 2013-2014 of the County's Community Development Block Grant (CDBG) program and approval of the City's participation in the program which may be due in January 2013.

Recommendation:

1. Adopt Resolution No. 2012-27 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN FISCAL YEAR 2013-2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE"; and,

2. Direct Staff to prepare applications for submittal to the County of Orange; and,

3. Authorize the City Manager to execute all CDBG program documents for Fiscal Year 2013-2014 and appropriate amendments, if any, as they become available.

Background

Community Development Block Grant (CDBG) monies fund programs for neighborhood revitalization, economic development, improvement of community facilities, and infrastructure. The County of Orange plans to release a Notice of Funding Availability (NOFA) this month and will accept applications until January 14, 2013 (tentative). The City of Los Alamitos will compete with other cities and non-profit organizations for the $729,000 available this year.

Discussion

CDBG activities are used to serve residents within a City's low to moderate income target areas. According to the latest maps based on the 2010 U.S. Census, the City of Los Alamitos has tracts that fall into this category. However, projects that improve accessibility for handicapped residents or seniors are also eligible.

Projects are more likely to receive funding if they can be completed within one year and provide a significant benefit to individuals served and which have leveraged funding. CDBG preferences for project funding are shown in Table 1.

TABLE 1

Public Facilities and Improvements Needs 570.201(c)	Priority
Public Facilities and Improvements (General)	Medium
Senior Centers	High
Handicapped Center	Medium
Homeless Facilities	High
Youth Centers	Medium
Neighborhood Facilities/Libraries	High
Parks and/or Recreational Facilities	Medium
Parking Facilities	Medium
Solid Waste Disposal Improvements	Medium
Flood Drain Improvements	High
Water/Sewer Improvements	High
Street Improvements	High
Sidewalks	High
Child Care Centers	Medium
Tree Planting	Medium
Fire Stations/Equipment	Medium
Health Facilities	Medium
Abused and Neglected Children Facilities	Medium
Asbestos Removal	Low*
Facilities for AIDS Patients (not operating costs)	Medium

Previous Los Alamitos projects funded include the Apartment Row Alley Rehabilitation, Lexington Drive and Old Town West Streetlight Improvements, and ADA ramp upgrades.

The City's Engineer and Public Works Superintendent have created a list of possible projects for Fiscal Year 2013-14. Table 2 represents an abbreviated list of projects. The two Apartment Row Alley projects were selected because the City has received funds for these types of projects in the past. The leveraged funds, shown as matched/leveraged, are monies that have been drawn from other funding sources such as Measure M, Gas Tax, or General Fund monies for the design of these projects.

TABLE 2

2013-14 CDBG Projects	CDBG Amount
Construction of Apartment Row Alley Improvement Project – between Howard and Farquhar, Regan to Maple - Reconstructing the current asphalt alley to 6 inch thick concrete would enable residents with disabilities to have an easier travel path between buildings. In particular, wheelchair access will be greatly increased. This project would include full reconstruction of the alley.	Leveraged $18,000.00 CDBG $180,000.00
Construction of Apartment Row Alley Improvement Project Katella and Green, Bloomfield & part of the distance to Noel - Reconstructing the current asphalt alley to 6 inch thick concrete would enable residents with disabilities to have an easier travel path between buildings. In particular, wheelchair access will be greatly increased. This project would include full reconstruction of the alley.	Leveraged $14,000.00 CDBG $140,000.00

Orange County Community Resources requests that the City conduct outreach for the community to discuss the use and priority of Community Development Block Grant (CDBG) funds. In order to meet this requirement, the Planning Commission held a

public meeting on July 12, 2012 to provide an opportunity for these interested parties to provide comments. The public was notified of this community meeting by a ¼ page advertisement in the News Enterprise on July 4, 2012. During the meeting, none of the attending public provided any comment.

Fiscal Impact

There is no fiscal impact to the City unless the County approves our application. Future expenditures of matching funds will be reflected in future budgets.

Submitted By:

Steven A. Mendoza
Community Development Director

Approved By:

Angie Avery
City Manager

Attachment: 1. Resolution 2012-27

RESOLUTION NO. 2012-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE CITY'S PARTICIPATION IN FISCAL YEAR 2013 - 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE

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

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

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

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

SECTION 2. Does hereby approve and adopt this list of the following project funding requests and directs that an application reflecting one, or both, of these projects be submitted to the County of Orange:

2013-14 CDBG Projects	CDBG Amount
Apartment Row Alley Improvement Project - between Howard and Farquhar, Regan to Maple	$180,000.00
Apartment Row Alley Improvement Project - between Katella and Green, Bloomfield and part of the distance to Noel	$140,000.00

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

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

PASSED, APPROVED, AND ADOPTED this 17th day of December, 2012.

_____

Troy 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 17th day of December 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	December 17, 2012
Consent Calendar	Item No: 8L

To: Mayor Troy Edgar & Members of the City Council

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

Subject: Adoption of Resolution Establishing Salaries and Benefits, Approval of Contract Terms, and Amendment of Position Descriptions for Non-Represented Employees

Summary: The non-represented employees have not received an increase in compensation since 2006 (and have made accommodations, including taking furloughs, to address the City's fiscal needs) while all other bargaining units have received significant increases during that same time. Moreover, salary surveys indicate that management salaries have dropped below the lowest in the County for comparable positions. Meanwhile, the City Council has expressed a desire to cease paying the employees' share of PERS contributions and impose those costs upon employees, consistent with statewide pension reform efforts. After extensive negotiations to address these issues, the City Council directed that the following proposal be presented to the employees and, if acceptable, brought back to City Council for approval.

Recommendation:

1. Adopt Resolution 2012-28 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NO. 2009-12"; and,

2. Authorize the City Manager to enter into Employment Agreements with all non-represented employees (except the City Clerk who reports directly to the City Council) in the forms attached and on the terms described herein; and,

3. Approve the amended position descriptions for the positions of Support Services Manager and Benefits Coordinator/Executive Assistant to conform to actual and current duties.

Background and Discussion

The negotiations and proposed revisions address four primary areas of concern:

Employee Contribution Towards Retirement Benefits: The proposal requires that the employees pay the 8% employee contribution previously paid by the City, but that it be offset by a 9% increase in compensation. Accordingly, the Salary and Benefits Resolution adjusts the step and range chart to reflect the 9% increase while the employment agreements each provide that the employees will pay an 8% employee contribution towards PERS, and sets compensation at the step and range in the Salary and Benefits Resolution that corresponds to existing compensation plus 9%.

Creating Equity in Benefits: The proposed Salary and Benefits Resolution also provides the non-represented employees with the same increase in medical benefits previously provided to other employees and adds Veteran's Day as a holiday as it is currently provided to all other City employees.

Establishing a Market Adjustment Policy: The Salary and Benefits Resolution also establishes as Council policy and directive that the City Manager may adjust salaries individually based upon market surveys and actual performance, so long as the adjusted compensation does not exceed the compensation provided to the lowest top-step of a comparable position in Orange County and all adjustments are within the Council-approved budget. The goal is to reward excellent performance, retain high-performing employees, recruit competitively, but remain fiscally prudent.

Conforming the Documents to Actual Practice: For an extended period of time, the positions of Support Services Manager and Benefits Coordinator/Executive Assistant have been performing additional duties and receiving supplemental pay not reflected in the prior compensation resolution. It is now apparent that those duties are not temporary and have instead become a part of the position duties. Accordingly, it is appropriate to include the duties and the compensation in the formal documentation. The job descriptions for the positions of Support Services Manager and Benefits Coordinator/Executive Assistant have therefore been revised to conform to actual and current duties and the step and range chart in the Salary and Benefits Resolution has been amended to reflect the compensation actually paid.

These modifications were requested by Council and are acceptable to the employees.

Fiscal Impact

Upon approval, the fiscal impact of the three-year agreement would be in the range of $30,520 to $31,520. The exact number is not known at this time because staff is in the process of negotiating a salary with the new Finance Director. This amount at the high end is within the FY 2012-13 Council approved budget. Any future market adjustments to salaries will be also be within the Council approved budget.

Submitted By:

Sandra J. Levin
City Attorney

Approved By:

Angie Avery
City Manager

Attachments:
1. *Proposed Resolution*
2. *Templates for Executive, Middle Management and Confidential Employees Contracts*
3. *Revised Position Descriptions*

RESOLUTION NO. 2012-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NO. 2009-12

WHEREAS, the City of Los Alamitos desires to promote improved employer-employee relations between the City of Los Alamitos and its employees by establishing and presenting the rights and benefits of the employees and the City of Los Alamitos.

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

SECTION 1. Title of Resolution. This Resolution shall be known as the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos.

SECTION 2. Statement of Purpose - Employer and Non-Represented Employee Relations. This Resolution is adopted to provide reasonable and orderly procedures for the administration of employer-employee relations between the City and its non-represented employees.

SECTION 3. Definitions.

A. CITY: The City of Los Alamitos, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said City, or any duly authorized representative of the City of Los Alamitos.

B. DAYS: Calendar days, unless otherwise stated.

C. EMPLOYEE OR NON-REPRESENTED EMPLOYEE: Except as otherwise specified in this Resolution, any person regularly employed by the City of Los Alamitos in one or more full-time positions of Executive Management, Middle Management or Confidential Employees.

1. Executive Management employees are the following positions: City Clerk, Finance Director, Chief of Police, Director of Community Development, Director of Recreation and Community Services, and Director of Public Works, and Director of Administrative Services.

2. Middle Management employees are the following positions: Community Services Manager, Finance Manager, Police Captain, Public Services Superintendent, and Support Services Manager.

3. Confidential employees are the following positions: Assistant to the City Manager, Deputy City Clerk and Benefits Coordinator/Executive Assistant.

4. The position of Senior Finance Assistant is no longer an unrepresented employee and shall not be governed by this resolution. The inclusion of the position of Senior Finance Assistant in the City Employee Association (CEA) bargaining unit is hereby ratified.

SECTION 4. City Responsibilities and Rights.

Rights Enumerated. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy. Except as otherwise specifically provided in this Resolution, or amendments or revisions thereto, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

A. To determine the merits, necessity, nature or extent of services to be performed, as well as the right to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards.

B. To set standards of service and manage all facilities and operations of the City, including the methods, means and personnel by which the City's operations are to be conducted.

C. To schedule working hours, allot and assign work.

D. To establish, modify or change work schedules or standards.

E. To direct the working forces, including the right to hire, promote, demote or transfer any employee and determine the procedures and standards of selection for employment.

F. To determine the location of all plants and facilities.

G. To determine the layout and the machinery, equipment or materials to be used.

H. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.

I. To determine the size and composition of the working force.

J. To determine the policy and procedure affecting the selection or training of new employees.

K. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performance and the procedures for said assessment.

L. To control and determine the use of City's property, material, machinery and equipment.

M. To schedule the operation of and to determine the number and duration of shifts.

N. To determine measures to promote safety and to protect health and property and take all necessary actions to carry out its mission in emergencies.

O. To transfer work from one job to another or from one plant or unit to another.

P. To introduce new, improved or different methods of operations, or to change existing methods.

Q. To relieve employees from duty for lack of work or for other reasons deemed legitimate by management.

R. To reprimand, suspend, demote, reduce in pay, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.

S. To establish and determine job classifications.

T. To contract or subcontract work with outside public or private entities and maintain the efficiency of governmental operations;

U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.

V. To terminate at-will employees with or without cause or notice, and without right of appeal or hearing.

SECTION 5. Salary Ranges.

A. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in Exhibits A1 and A2 attached hereto and incorporated by reference.

B. Market Adjustment Policy: In order to retain high-performing employees, promote excellent job performance, recruit competitively, but remain fiscally prudent, the City Manager is authorized to adjust the steps and ranges in Exhibits A1 and A2 for management employees position-by-position based upon performance, as follows:

1. The City Manager may conduct salary surveys from time to time with respect to some or all of the non-represented employees' positions and to adjust

steps and ranges, within the parameters stated in this section, based on performance and market conditions.

2. The surveyed cities shall, at a minimum, include those in Orange County with populations of less than 30,000 and the immediately adjacent cities of Cypress and Seal Beach.
3. Adjusted compensation may not exceed the compensation provided to the lowest top-step of a comparable position in Orange County according to the survey.
4. All compensation adjustments must be within the Council-approved budget.

SECTION 6. Vacation.

A. Purpose. The purpose of annual vacation is to enable eligible employees to take time off to provide a break from their work-related duties and responsibilities and to return to work refreshed.

B. Basis of Accrual. New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six months of continuous full-time service. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than three hundred (300) hours of vacation leave. When an employee's accumulated vacation leave balance reaches three hundred (300) hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below three hundred (300) hours. In order to promote recruiting and retention efforts, the City Manager shall have the discretion to modify this schedule for an individual employee at the time of hire or promotion when he or she determines it to be in the best interests of the City.

Annual vacation leave accrual for employees hired before August 1, 1987 shall be limited as follows:

Years of Service	Hours
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
17 and over	200

Annual vacation leave accrual for employees hired on or after August 1, 1987, shall be limited as follows:

Years of Service	Hours
0-2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	152
12	160
13	168
14 and over	176

C. Effect of Holiday(s) on Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, but may be credited as a holiday.

D. Effect of Leave of Absence on Accrual of Vacation Leave. The granting of any leave of absence without pay shall cause the accrual of vacation leave to cease. Upon return to the City, an employee shall resume his or her regular accrual of vacation leave. A leave of absence without pay shall not count towards years of service for the accrual of vacation leave.

E. Compensation for City Work During Vacation Prohibited. No person shall be permitted to work for compensation for the City in any capacity during the time of his or her vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation leave in the event of an emergency and place him or her on regular pay status.

F. Scheduling Vacations. The times during a calendar year at which an employee may take his or her vacation leave shall be determined by the Department Director, or the City Manager when the employee is a Department Director, with due regard for the wishes of the employee and particular regard for the needs of service.

G. Annual Vacation Payoff. Employees may receive pay for up to 80 hours of vacation time during the calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is approved by the City Manager.

H. Vacation Payoff Upon Termination. Upon termination of employment, the employee shall be paid in a lump sum for all accumulated vacation leave time at the rate of pay in effect upon termination.

SECTION 7. Sick Leave.

A. Accrual and Use of Sick Leave. Sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month of service. Accumulation shall be unlimited. Pursuant to Government Code Section 21163, sick leave shall only be granted for non-industrial injury or illness and shall be allowed if: (1) actual non-industrial illness or disability makes it impossible for the employee to perform his or her normal work assignments; (2) because of the illness of the employee's spouse or dependent child who requires constant care and no other care is available and/or financially feasible except that of the employee; or (3) a prescheduled doctor, dental or optometry appointment which has been approved by their Department Director.

B. Proof of Illness. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor thirty (30) minutes prior to the time set for beginning his or her daily duties, or as may be specified by the employee's supervisor. The employee may be required to file a physician's certificate justifying the need for any absence. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the City Manager the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.

C. Effect of Holidays on Sick Leave. Observed holidays occurring during sick leave shall not count as a day of sick time.

D. Annual Sick Leave Payoff. An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either (1) up to 25% of his or her current year's unused sick leave, or (2) up to twenty-four (24) hours of accumulated sick leave, provided that in either case a minimum of 480 hours remains in the employee's account.

E. Regular Service Retirement Sick Leave Options. Upon a regular service retirement as defined by the Public Employees Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

1. A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said

sum shall be based on the employee's salary rate being paid at the time of the employee's service retirement.

2. An exchange of all accumulated sick leave for service credit time in the Public Employees Retirement System.

An employee must choose option 1 or 2. An employee will not be allowed to do both.

F. Family Member Illness. Each calendar year, an employee may use up to one-half (1/2) of annual sick leave accrual to attend to the illness of a parent, child, spouse or registered domestic partner of the employee.

SECTION 8. Bereavement Leave. Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) said employee shall be entitled to a leave of absence with pay for a period not to exceed twenty-four (24) working hours. Bereavement Leave in excess of twenty-four (24) working hours may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against sick leave.

SECTION 9. Temporary Disability Leave.

A. Industrial Related Disability. Employees shall be entitled to the benefits under this subsection only after the City has determined that the disability is industrial related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued vacation leave, sick leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

B. Non-Industrial Related Disability. Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave for a non-industrially-related disability, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be on the basis of leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

SECTION 10. Employee Contracts. In order to be eligible for the benefits provided for under this Resolution and prior to receipt of such benefits, each non-represented employee must execute an employment agreement in a form approved by the City Council, City Manager and City Attorney prior.

SECTION 11. Labor Code Section 4850 Disability Benefits For Safety Service Personnel. Those employees in the positions of Chief of Police and Police Captain shall be provided with the applicable disability benefits provided under Labor Code section 4850.

SECTION 12. Parental Leave. The City Manager shall grant a female employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of a disability caused by pregnancy or related complications, for a period not to exceed seven months. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager shall grant the request of a male employee for a leave of absence without pay for a period not to exceed six months to care for his newborn child. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence

required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

SECTION 13. Jury Duty. Subject to the exception described below, the City shall compensate an employee on jury duty for up to forty (40) working hours within the calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his or her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their Department Director for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

SECTION 14. Leave of Absence Without Pay. Any employee may be granted a personal leave of absence without pay for ninety (90) days or less with the approval of the City Manager. A request for a personal leave of absence exceeding ninety (90) days must also be approved by the City Manager.

A. Authorization Procedure. Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by the City Manager. The City Manager shall make his or her recommendation in writing and forward to the employee.

B. Length of Leave and Extension. A leave of absence without pay may be made for a period not to exceed six (6) months. Provisions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided that the extension request is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

C. Return From Leave. When an employee intends to return from an authorized leave of absence without pay, he or she shall contact the City Manager at least fourteen (14) calendar days prior to the day he or she plans to return.

D. Leave Without Pay - Insurance Payments. An employee on leave without pay may continue his or her City insurance benefits by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the last day of the month in which the last payment was received.

E. Leave Without Pay - Other Benefits. When leave of absence without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

F. Family Medical Leave – Insurance Payments. The City will continue to make insurance contributions on behalf of employees on approved Family Medical Leave for a maximum of twelve (12) weeks. Employees on approved Family Medical Leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

SECTION 15. Holidays.

A. Authorized Holidays. Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- January 1 (New Years Day)
- The third Monday in January (King's Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas)
- Eighteen (18) hours of floating holiday time to be used by the employee with City Manager approval during the calendar year (January 1 - December 31).

No employee shall accumulate more than eighteen (18) hours of floating holiday. On January 1 of each year, each employee will receive only that number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

For employees working a 9/80 schedule, all regular holidays shall be nine (9) hours for holidays falling on Monday through Thursday and eight (8) hours for

holidays falling on Friday. For employees working a schedule of five 8-hour days, all regular holidays shall be eight (8) hours.

B. Floating Holidays for New Employees. At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire:

Date of Hire	9/80	Regular
January 1 – March 31	18	16
April 1 – June 30	14	12
July 1 – September 30	10	8
October 1 – December 31	0	0

C. Procedure if Holiday Falls on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

D. Non-Management Employees Required to Work on Holiday. Any Non-Management employee who shall be required to work on any holiday which he or she is entitled to take off under the above provisions shall receive compensation at overtime pay for the actual hours worked, and receive eight (8) hours of holiday pay, or equivalent time off, as determined by the City Manager.

SECTION 16. Administrative Leave. Exempt employees may receive a maximum of forty (40) hours of Administrative Leave annually. Employees shall not accrue more than forty (40) hours of Administrative Leave, and shall not receive compensation for accrued Administrative Leave upon termination of employment. Administrative Leave accrual shall be prorated for exempt employees hired after the first full pay period in January.

SECTION 17. Exempt Employees. All non-represented employees are exempt and therefore not entitled to receive overtime compensation in accordance with the provisions of the Fair Labor Standards Act.

SECTION 18. Monthly Insurance Contribution.

Effective during the first pay period following the approval of this Resolution by the City Council, the City shall contribute up to one thousand one hundred dollars ($1,100.00) per month toward the payment of premiums for affected employees and dependents under the existing health, dental, and optical insurance programs.

Any contribution necessary to maintain benefits under any insurance program in excess of the monthly City contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive $500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional $200.00 per month in lieu of participation in the City's dental and vision programs, for a total of $700.00 per month of compensation in lieu of health, dental and vision insurance plan participation.

SECTION 19. Dental Plan. The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee

SECTION 20. Optical Plan. The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's medical contribution shall be borne by the employee.

SECTION 21. Term Life Insurance.

A. Confidential Employees. After sixty (60) days on the payroll, the City will provide each employee with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of $50,000.

B. Executive Management Employees and Middle Management Employees. After sixty (60) days on the payroll, the City will provide each Executive Management Employee and Middle Management with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on the employee's annual salary, rounded up to the nearest $1,000.

SECTION 22. Long Term Disability. After sixty (60) days on the payroll, the City shall continue to pay for long-term disability coverage based on two-thirds of the monthly salary to a maximum benefit of $2,000 per month. Participation in this plan is mandatory.

SECTION 23. Physical Examination.

A. All Employees Other Than Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed $370 for a physical examination. Frequency of the examination shall be in accordance with the following schedule:

Age	Frequency
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

B. Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the employee the fee not to exceed $400 for an annual physical examination. Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

SECTION 24. Retirees Medical Insurance.

A. PERS Medical Retirement Contribution. The City shall contribute an amount in accordance with the City's contractual obligation with PERS to the medical insurance premium cost for each retiring employee and their spouse.

B. Supplemental Benefits. Unless otherwise provided in the City Manager's discretion in an employee's employment contract with the City dated on or before September 6, 2005, in which case the City Manager may provide Pre-August 1, 1994 benefits to an employee hired after August 1, 1994, the City shall provide additional contributions to eligible employees, depending upon the employee's date of hire, as described in subsections 1 and 2 below. After September 6, 2005, the City Manager shall not have such discretion.

1. Employees Hired Before August 1, 1994. Those employees hired before August 1, 1994, who retire from the City with at least ten (10) years of continuous service and have reached the age of fifty (50) may be eligible for supplemental health care benefits effective on the date of retirement.

2. Employees Hired On Or After August 1, 1994. Those employees hired after August 1, 1994, who retire from the City with at least fifteen (15) years of continuous service and have reached the age of fifty-five (55) may be eligible for supplemental health care benefits effective on the date of retirement.

The City shall contribute a portion of the out-of-pocket premium cost for each such employee and their spouse up to the maximum amount then being contributed, and subject to the same conditions and plans provided, to the active employees pursuant to Section 18 above.

The benefits hereunder shall be available to each employee and their spouse upon a regular service retirement as defined by PERS law. The City's contribution toward employee or spousal coverage shall continue while either the

employee or spouse is alive, but shall terminate at age sixty-five (65) when the employee or spouse becomes eligible for Medicare, MediCal or other public supported health insurance. In no event will the City contribute toward the medical insurance any longer than for the number of years equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's dental, optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

C. Minimum Retiree Medical Contribution. Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law. For 2008, the minimum contribution amount is ninety-seven dollars ($97) per month. Commencing January 1, 2009, the employer contribution shall be adjusted annually by the board to reflect any change in the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

SECTION 25. Retirement. Employees qualify for minimum retirement benefits after they attain five (5) years of service and fifty (50) years of age. Retirement benefits will be based on the highest twelve months salary as well as employee age and length of service.

A. Safety Service Employees. The City will provide the three percent (3%) at 50 PERS Plan for sworn safety service personnel.

B. All Other Employees. Retirement benefits for non-safety service employees will be provided under the 2.7% at 55 Plan of PERS, the Level 4 of the 1959 Survivor Benefits, and the Pre-Retirement Option 2 Death Benefit. Retirement benefits will be based on the highest twelve-months' salary as well as the employee's age and length of service.

C. Employer Share Contribution. The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Resolution at the applicable retirement benefit level (3.0% at 50 for sworn safety service employees and 2.7% at 55 for all other employees). At no time during this agreement will the employee be responsible for any part of the Employer's contribution to the Public Employees Retirement System.

D. Employee Share Contribution. The City in past years has also paid the full employee share of the CalPERS retirement contribution as Employer Paid Member Contribution ("EPMC"). Effective upon City Council approval of this Resolution the City shall not pay the full employee's share as EPMC but rather the employees will be responsible to pay the employee's share in the amount of 8%.

SECTION 26. Mileage Reimbursement And Car Allowance.

A. Executive Management Employees. Executive Management employees shall be given the choice of receiving either (1) a car allowance as provided below, or (2) the use of a City vehicle for business purposes and mileage reimbursement as provided below. Executive Management employees may choose only one of these two options.

If an Executive Management employee chooses a car allowance, the City shall provide a car allowance of $300.00 per month. All employees provided with a car allowance hereunder must provide proof of automobile insurance, and are precluded from receiving mileage reimbursement.

If an Executive Management Employee chooses to use City vehicles for business purposes, such employee shall also be entitled to mileage reimbursement when the employee utilizes his or her own vehicle for City business. Upon the submittal of a reimbursement form with their Department Director approval, the employee shall be reimbursed at the rate allowed by the Internal Revenue Service.

B. Police Chief & Captain. The Police Chief and Police Captain shall be provided with a City vehicle for personal and business use within the State of California. The City shall provide insurance and maintenance of the vehicle.

C. Return of City Vehicles. Any employee receiving the use of a City vehicle shall return the vehicle upon separation from employment or if the employee is absent from active duty service for more than thirty (30) days.

SECTION 27. Education Reimbursement. All Middle Management and Confidential employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs for the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded

courses, a letter grade of C or better is required; in a pass/fail course, a pass is required; and in a credit/no credit course, a credit is required.

An employee must also submit receipts for tuition expense. This will then be processed through the Administrative Services Department.

SECTION 28. Not Used

SECTION 29. Attendance. Employees shall be in attendance at their work station in accordance with the rules regarding hours of work, holidays, and leaves stated in this Resolution, the employee's employment contract, the employee's job description or as otherwise directed by the City. All departments shall keep daily attendance records of employees, which shall be reported to the Administrative Services Director in the form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City employment by the employee.

SECTION 30. Construction.

A. Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws and the City Charter provisions.

B. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.

C. To the extent that this Resolution conflicts in any way with the Personnel Rules of the City of Los Alamitos, the provisions of this Resolution shall take precedence and shall control.

SECTION 31. Professional Organizations. Participation in professional organizations, appointive boards and committees, and voluntary programs by employees is encouraged, provided that this participation is consistent with the responsibilities of the employee and the goals and priorities set by the City Council and/or City Manager. Employees shall inform their appropriate supervisor and obtain authorization to participate, if necessary, prior to commencement of any such activities. In accordance with City Policy, the City will provide membership fees to such organizations, reimburse expenses necessary to retain professional licenses, reimburse reasonable conference fees, and travel and subsistence expenses incurred in an employee's professional and official travel, meetings, and conferences; provided, however, that such reimbursements and expenses shall be within the scope of the City's annual budget and within the City's discretion. The City Manager shall have the discretion to determine authorized organizations and reimbursable expenses for employees, provided such determinations are consistent with this provisions and applicable City policy.

SECTION 32. Not Used

SECTION 33. Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 34. Notices. Any notices to be given under this Resolution shall be given shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Los Alamitos at 3191 Katella Avenue, Los Alamitos, California, 90720; and shall be addressed to employees at the address the employee provides to the Personnel Officer.

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

SECTION 35. Repeal of Resolution No. 2009-12. Resolution No. 2009-12 is hereby repealed in its entirety.

SECTION 36. Certification. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 17th day of December, 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 an Adjourned regular meeting of the City Council held on the — 17th day of December, 2012, by the following vote, to wit:

AYES: COUNCILMEMBERS:

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

_____
Angie Avery, City Clerk

CITY OF LOS ALAMITOS NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
Effective December 30, 2012

EXHIBIT A1

CLASS CODE	CLASSIFICATION TITLE	RANGE NO.	EMPLOYMENT CATGY./FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst.	322	**C - E**	HOURLY	32.91	34.56	36.29	38.10	40.00
				BI-WEEKLY	2,633	2,765	2,903	3,048	3,200
				MONTHLY	5,704	5,990	6,290	6,604	6,933
				ANNUAL	68,453	71,885	75,483	79,248	83,200
320	Deputy City Clerk	332	**C - E**	HOURLY	30.21	31.72	33.31	34.98	36.73
				BI-WEEKLY	2,417	2,538	2,665	2,798	2,938
				MONTHLY	5,236	5,498	5,774	6,063	6,367
				ANNUAL	62,837	65,978	69,285	72,758	76,398
330	Assistant to the City Manager	333	**C - E**	HOURLY	37.30	39.17	41.13	43.19	45.35
				BI-WEEKLY	2,984	3,134	3,290	3,455	3,628
				MONTHLY	6,465	6,789	7,129	7,486	7,861
				ANNUAL	77,584	81,474	85,550	89,835	94,328
350	Community Services Manager	350	**MM - E**	HOURLY	37.45	39.32	41.29	43.35	45.52
360	Public Services Superintendent	350	**MM - E**	BI-WEEKLY	2,996	3,146	3,303	3,468	3,642
				MONTHLY	6,491	6,815	7,157	7,514	7,890
				ANNUAL	77,896	81,786	85,883	90,168	94,682
380	Support Services Manager	369	**MM - E**	HOURLY	45.35	47.62	50.00	52.50	55.13
				BI-WEEKLY	3,628	3,810	4,000	4,200	4,410
				MONTHLY	7,861	8,254	8,667	9,100	9,556
				ANNUAL	94,328	99,050	104,000	109,200	114,670
390	Police Captain	395	**MM - E**	HOURLY	56.16	58.97	61.92	65.02	68.27
				BI-WEEKLY	4,493	4,718	4,954	5,202	5,462
				MONTHLY	9,734	10,221	10,733	11,270	11,833
				ANNUAL	116,813	122,658	128,794	135,242	142,002

Employment Category

A = At Will
C = Confidential
MM = Mid-Management

Fair Labor Standards Act Classification

NE = Non Exempt from overtime
E = Exempt from overtime

LOS ALAMITOS EXECUTIVE MANAGEMENT
SALARY SCHEDULE
Effective December 30, 2012

EXHIBIT A2

CLASS CODE	CLASSIFICATION TITLE	RANGE NO.	EMPLOYMENT CATGY./FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
370	City Clerk	357	A - E	HOURLY	38.16	40.07	42.07	44.17	46.38
				BI-WEEKLY	3,053	3,206	3,366	3,534	3,710
				MONTHLY	6,614	6,945	7,292	7,656	8,039
				ANNUAL	79,373	83,346	87,506	91,874	96,470
400	Administrative Services Director	E1	A - E	HOURLY	51.66	56.82	61.99	67.14	72.31
410	Community Development Director	E1	A - E	BI-WEEKLY	4,133	4,546	4,959	5,371	5,785
420	Public Works Director	E1	A - E	MONTHLY	8,954	9,849	10,745	11,519	12,534
430	Recreation & Community Services Dir.	E1	A - E	ANNUAL	107,453	118,186	128,939	138,232	150,405
435	Finance Director	E2	A - E	HOURLY	51.66	56.82	61.99	68.23	72.31
				BI-WEEKLY	4,133	4,546	4,959	5,458	5,785
				MONTHLY	8,954	9,849	10,745	11,833	12,534
				ANNUAL	107,453	118,186	128,939	142,000	150,405
440	Police Chief	E3	A - E	HOURLY	59.55	65.50	71.45	77.40	83.36
				BI-WEEKLY	4,764	5,240	5,716	6,192	6,669
				MONTHLY	10,322	11,353	12,385	14,077	14,449
				ANNUAL	123,864	136,240	148,616	168,928	173,389
450	Assistant City Manager	E4	A - E	HOURLY	63.85	70.24	76.63	83.01	89.39
				BI-WEEKLY	5,108	5,619	6,130	6,641	7,151
				MONTHLY	11,067	12,175	13,283	14,388	15,494
				ANNUAL	132,808	146,099	159,390	172,661	185,931
500	City Manager	E5	A - E	HOURLY	66.16	72.78	79.40	86.00	92.62
				BI-WEEKLY	5,293	5,822	6,352	6,880	7,410
				MONTHLY	11,468	12,615	13,763	14,907	16,054
				ANNUAL	137,613	151,382	165,152	178,880	192,650

Employment Category

A = At Will

Fair Labor Standards Act Classification

E = Exempt from overtime

CITY OF LOS ALAMITOS

EMPLOYMENT AGREEMENT FOR NON-REPRESENTED EMPLOYEE (EXECUTIVE MANAGEMENT)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this __ day of December, 2012 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and _____ (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for _____ services. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City Manager.

City desires to employ the services of Employee as _____ for the City of Los Alamitos, and Employee desires to accept employment as _____. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as _____ of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Manager, and will be under the day-to-day supervision and direction of the City Manager.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever

or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his/her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Manager, be used by Employee for any purposes other than the performance of his/her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall become effective on January 1, 2013 ("Effective Date"), and shall continue for thirty-six (36) months thereafter through January 1, 2016.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is "at-will" and that the Employee shall serve at the will and pleasure of the City Manager, and may be terminated at any time, without notice and with or without cause, but subject to the terms of this Agreement. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate, without cause or right of appeal or grievance, except for those rights set forth in Section 3.2.6 below, the services of the Employee at any time during the Term of this Agreement. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation and administrative leave, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon resignation by Employee.

(3) Upon the death of Employee.

(4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

(5) Upon the natural expiration of the Term of this Agreement, as provided for herein.

3.2.4 Termination Without Cause; Severance. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Manager. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his/her duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to the lesser of: (1) three (3) months base salary (as described in Section 3.3 below); or (2) the unexpired Term of this Agreement (as described in Section 3.2.1 above) ("Severance Payment"). The Severance Payment shall be Employee's sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum on the effective date of termination. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation and administrative leave pursuant to City policy.

3.2.5 Notice for Resignation. In the event Employee voluntarily resigns his/her position with City, then Employee shall give City three (3) weeks notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled to accrued vacation and administrative leave benefits, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (6) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. The following procedures shall apply to any termination for cause:

(1) At least thirty (30) calendar days before the effective date of any termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his/her intended termination for cause and without the need to wait for the thirty (30) day appeal/hearing period discussed below to expire, the City Manager may suspend him/her from duty, but his/her base salary shall continue for

thirty (30) days from the effective date of suspension, regardless of the effective date of termination.

(2) Employee shall then have seven (7) calendar days from notice of termination to challenge such termination for cause by delivery of a written response to such specifications. Within such seven (7) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the seven (7) calendar day period shall constitute a waiver of such right, and the City Manager's determination shall be final.

(3) If a hearing is demanded, such hearing shall be held before the City Manager, unless the Parties agree to an alternative procedure or alternative hearing body or officer. No hearing shall be held in public unless requested by Employee. Regardless of the date issued, the decision of the City Manager or other hearing body or officer shall be binding, final as of the effective date of termination provided for in the notice under Subsection (1) above, and without right of further appeal.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specifications are supported by a preponderance of the evidence.

(5) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(6) In the event the City Manager or other hearing body or officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he/she would have received if terminated without cause pursuant to Section 3.2.4 above. Employee shall not have any reinstatement rights.

(7) If a written response is submitted, but no hearing is demanded, the City Manager shall review his/her decision based upon Employee's written response. However, any determination by the City Manager after reviewing such written response (where no hearing has been demanded) shall be final and without right of appeal.

3.3 <u>Salary</u>.

City shall compensate Employee at an annual base salary equal to Step __ of Range __ of the Resolution 2012-28 Regarding Salary and Benefits for Non-Represented Employees ("Salary and Benefits Resolution"). The salary shall be payable bi-weekly at the same time as other employees of City are paid, and may be modified from time-to-time by the City Manager pursuant to the Salary and Benefits Resolution.

3.4 Fringe Benefits.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution.

3.5 Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

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

EMPLOYEE:

_____

_____

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.7 General Provisions.

3.7.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties.

3.7.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.7.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as it now exists on the Effective Date of this Agreement, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his/her duties as _____.

3.7.5 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.6 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.7 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Manager, be null and void and may be considered a material breach of this Agreement.

3.7.8 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.9 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.10 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By: _____
Angie Avery, City Manager

Attest: _____
_____, City Clerk

EMPLOYEE

By: _____

APPROVED AS TO FORM:

_____
Sandra J. Levin, City Attorney

CITY OF LOS ALAMITOS

EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(MIDDLE MANAGEMENT AND CONFIDENTIAL EMPLOYEES)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this __ day of December, 2012 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and _____ (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for _____ services. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City.

City desires to employ the services of Employee as _____ for the City of Los Alamitos, and Employee desires to accept employment as _____. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as _____ of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as Employee's supervisor or superiors shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City, and will be under the day-to-day supervision and direction of the [Director of _____/City Manager/City Council].

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever

or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his/her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Manager, be used by Employee for any purposes other than the performance of his/her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.2 Termination, Transfer and Discipline.

3.2.1 Applicability of Personnel Rules. Except as otherwise provided in this Agreement, termination, transfer and discipline shall be governed by the Personnel Rules applicable to employees in the competitive service.

3.2.2 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation and administrative leave, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon resignation by Employee.

(3) Upon the death of Employee.

(4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required

by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

3.2.3 Notice for Resignation. In the event Employee voluntarily resigns his/her position with City, then Employee shall give City three (3) weeks notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled to accrued vacation and administrative leave benefits..

3.3 Salary.

City shall compensate Employee at an annual base salary equal to Step __ of Range __ of the Resolution 2012-28 Regarding Salary and Benefits for Non-Represented Employees ("Salary and Benefits Resolution"). The salary shall be payable bi-weekly at the same time as other employees of City are paid, and may be modified from time-to-time by the City Manager pursuant to the Salary and Benefits Resolution.

3.4 Fringe Benefits.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Middle Management and Confidential employees in the Salary and Benefit Resolution.

3.5 Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

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

EMPLOYEE:

_____

_____

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.7 General Provisions.

3.7.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties.

3.7.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.7.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as it now exists on the Effective Date of this Agreement, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his/her duties as _____.

3.7.5 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.6 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.7 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Manager, be null and void and may be considered a material breach of this Agreement.

3.7.8 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.9 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.10 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By: _____
Angie Avery, City Manager

Attest: _____
_____, City Clerk

EMPLOYEE

By: _____

APPROVED AS TO FORM:

_____
Sandra J. Levin, City Attorney

City of Los Alamitos

Job Description

SUPPORT SERVICES MANAGER – POLICE DEPARTMENT (NON-SWORN)

POSITION

The Support Services Manager in the Police Department is a civilian position reporting to the Chief of Police. The Support Services Manager performs a variety of administrative activities in the Police Department, including the preparation and monitoring of the department budget, supervision of the City's disaster preparedness program, preparation of grant applications, supervision of the department's capital improvement projects; supervision of the Police Department's outreach program, supervision of the police records function, oversight of the City's animal control services contract, administration of the City's information technology program, and any other duties as assigned by the Chief of Police or City Manager. The Support Services Manager is a middle management position and is exempt from overtime provisions under the Fair Labor and Standards Act.

ESSENTIAL JOB FUNCTIONS

The Support Services Manager is required to perform the following essential job functions for the Police Department:

Preparation and administration of the Police Department budget;

Supervision and management of civilian positions within the Police Department;

Management and supervision of the City's disaster preparedness plan and coordination of disaster planning with surrounding communities;

Preparation and administration of state and federal grants such as a multi-city traffic grant through the State of California and federal grants through the Department of Justice;

Supervision of the Police Records function; supervision of the property and evidence function;

Management and supervision of the Police Department's payroll and purchasing functions;

Management of the department's capital improvement projects;

Preparation of complex financial and statistical analytical studies; and,

Preparation of ordinances, resolutions, staff reports, and other City Council related documents.

The Support Services Manager is required to perform the following essential job functions for the City:

Oversight of the City's Animal Control contract;

Management of the City's coyote mitigation strategies;

Administration of the contract for citywide information technology/support;

Ensures compliance with information technology service standards and quality of work;
Prepares and administers annual budget for the Information Technology program;

Oversees financial transactions related to City contracts and purchases of computer hardware;

Participates in related long-range planning; identifies organizational technology needs; and,

Recommends potential solutions and funding for technology implementation.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

General knowledge of the following: Principles, practices and procedures of public administration and management, including methods of statistical analysis; municipal budget and financial procedures; emergency disaster preparedness planning; effective analytical and writing skills; Public Records Act; and, responsive public relations. Ability to: establish and maintain effective working relationships with department personnel, City staff, City Council, and other governmental agencies; communicate clearly and effectively both orally and in writing, including public speaking skills before large and small groups; supervise, plan and coordinate the work of others; operate and use a personal computer and spreadsheet and word processing software.

DESIRABLE EXPERIENCE AND TRAINING

Three to five years of increasingly responsible experience in municipal government, preferably with previous administrative work in a municipal or county government environment. Graduation from an accredited college or university with major course work in Public Administration, Business Administration, or Criminal Justice, or related field. A Master's Degree is desired.

CITY OF LOS ALAMITOS

Job Description

BENEFITS COORDINATOR/EXECUTIVE ASSISTANT

THE POSITION

Under the supervision of the City Manager, the Benefits Coordinator/Executive Assistant to the City Manager performs a variety of highly responsible and confidential secretarial and administrative duties for the City Manager; facilitates all job recruitments; coordinates employee benefits; assists in maintaining proper flow of information and communications between the City Manager and Department Directors, City Council and the public; assists in the coordination of various functions of the City Clerk; coordinates meetings and functions; and assumes and performs related responsibilities and duties as required.

ESSENTIAL JOB FUNCTIONS

Essential job functions may include but are not limited to the following:

Coordinates all recruitments, benefits, evaluations and pre-employment processes;

Serves as a liaison between CalPERS and covered employees;

Distributes and processes health plan change forms;

Provides a variety of assistance to personnel for departmental projects/activities;

Conducts new employee orientation and insurance enrollment;

Performs exit-processing services for terminating and retiring employees;

Processes employee benefit applications and requests for disability leave, FMLA, COBRA, over-aged dependents' coverage, retirement death and other special situations;

Coordinates and executes open enrollment for benefits including design and preparation of benefit materials and literature;

Facilitates recruitment by developing job bulletins and coordinating the advertisement and announcement of job openings;

Assists in developing, administering and ensuring a consistent applicant selection process including conducting examinations, grading tests and preparing eligibility lists;

Conducts studies, analysis and research on a broad range of personnel assignments including salary and benefit surveys;

Prepares and processes forms, including flexible benefit updates, insurance forms, benefit information packets, COBRA letters, memos and correspondence;

Provides responsible, complex and confidential secretarial support to the City Manager;

Types and proofreads a wide variety of complex and confidential reports, letters, and memoranda;

Independently prepares correspondence;

Takes and transcribes dictation;

Maintains confidential records including personnel files;

Maintains daily calendar for City Manager's schedules, meetings and appointments;

Organizes the flow of communication, paperwork, and activity through the City Manager's Office, including Department Directors, elected officials and the public; and,

Operates a variety of office equipment including a copier, facsimile machine and computer.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of the principals of office organization, administration and management; knowledge of principles, practices, procedures, and methods of public personnel administration; knowledge of maintaining comprehensive classification and compensation plans; ability to maintain confidentiality and employee privacy in personnel matters, ability to prepare job announcements and advertisements; knowledge of practices used in performance evaluations; knowledge of employment background and screening processes; testing methods and procedures; and COBRA procedures and enrollment; ability to conduct employee orientations and explanation of employee benefits; ability to prepare and distribute employee manuals; knowledge of CalPERS laws and ability to interpret the laws for employees, knowledge of English, grammar, spelling and letter writing; ability to interpret and apply City policies, procedures, laws and regulations; ability to act independently and resourcefully; ability to maintain effective and

cooperative work relationships with employees; ability to type 60 wpm; ability to take dictation at 100 wpm is highly desirable; ability to operate all types of office equipment including a computer; and ability to work cooperatively and professionally with other employees and the general public.

DESIRABLE EXPERIENCE AND TRAINING

Graduation from high school, or equivalent, supplemented by business courses or training seminars in responsible secretarial practices and procedures; and at least six (6) years of extensive experience in progressively responsible secretarial, benefits administration and administrative work, which may include supervisory responsibilities.

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8M

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

Via: Angie Avery, City Manager

From: Steven A. Mendoza, Director of Community Development

Subject: Second Reading of Ordinance No. 12-05 – Zoning Ordinance Amendment to Amend the City's Appeal Process

Summary: At its regular meeting of November 19, 2012, the City Council conducted a first reading of Ordinance No. 12-05. This ordinance will allow for a Zoning Ordinance Amendment to the City's Appeal Process by adding a "Call for Review" Section.

Recommendation:

1. Waive reading in full and authorize reading by title only of Ordinance No. 12-05; and,

2. Mayor Edgar read the title of City Council Ordinance No. 12-05, entitled, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING AN ORDINANCE APPROVING ZONING ORDINANCE AMENDMENT 12-02, AMENDING THE LOS ALAMITOS MUNICIPAL CODE CHAPTER 17.68, CONCERNING THE APPEALS PROCESS, ADDING "CALL FOR REVIEW" REGULATIONS, AND CORRECTING REFERENCES TO APPEALS IN LOS ALAMITOS MUNICIPAL CODE SECTIONS 2.52.070, 16.06.070(G), 16.10.140, 16.26.040(B), 17.32.050, 17.36.080(D), AND 17.40.020 (CITYWIDE)".

Background

At its regular meeting of November 19, 2012, the City Council considered amending the Zoning Ordinance concerning the Appeals Process adding a "Call for Review" section. Upon adoption, the ordinance will allow Council to review actions of the Planning Commission without filing a formal appeals process. The ordinance also provides clean up for language that was incorrectly cross referenced.

Discussion

The City Council approved the code amendment during the first reading of the Ordinance with changes. The ordinance was changed before adoption to reflect a "Call for Review" could be called by any one Council Member. The ordinance has been changed to reflect that and is included with this report.

Fiscal Impact

The adoption of consistent appeal procedures may reduce future Staff and legal costs by eliminating the need to identify and interpret an incomplete appeal procedure.

Submitted by:

Steven A. Mendoza
Director of Community Development

Approved by:

Angie Avery
City Manager

Attachment: *1. City Council Ordinance No. 12-05*

ORDINANCE NO. 12-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVE ZONING ORDINANCE AMENDMENT 12-02, ADOPTING AN ORDINANCE AMENDING THE LOS ALAMITOS MUNICIPAL CODE CHAPTER 17.68, CONCERNING THE APPEALS PROCESS, ADDING "CALL FOR REVIEW" REGULATIONS, AND CORRECTING REFERENCES TO APPEALS IN LOS ALAMITOS MUNICIPAL CODE SECTIONS 2.52.070, 16.06.070(G), 16.10.140, 16.26.040(B), 17.32.050, 17.36.080(D), AND 17.40.020 CITYWIDE

WHEREAS, a Notice of Exemption has been prepared for this amendment to Chapter 17.68, pursuant to Section 15305 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 and the City's Environmental Review Procedures; and,

WHEREAS, The proposed amendment and references to Chapter 17.68 Los Alamitos Municipal Code relating to Appeals ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the Zoning Code; and,

WHEREAS, the proposed amendment and references will not adversely affect the public convenience, health, interest, safety, or welfare of the City because the "call for review" procedure will provide an additional safeguard to avoid results inconsistent with the purposes of the Los Alamitos Municipal Code; and,

WHEREAS, the proposed amendment will not be contrary to other goals, objectives, and policies of the Los Alamitos General Plan.

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

SECTION 1. Chapter 17.68 of Title 17 of the Los Alamitos Municipal Code is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated by reference herein.

SECTION 2. References to appeals in Los Alamitos Municipal Code Sections 2.52.070, 16.06.070(G), 16.10.140, 16.26.040(B), 17.32.050, 17.36.080(D), and 17.40.020 are hereby amended to read as set forth in Exhibit "B" attached hereto and incorporated by reference herein.

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional, for any reason, by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision,

sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. To the extent the provisions of the Los Alamitos Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 6. This Ordinance shall take effect thirty days after second reading as provided in Government Code Section 36937.

PASSED, APPROVED, AND ADOPTED this 17th day of December, 2012.

_____
Troy Edgar, Mayor

ATTEST:

_____
Angie Avery, City Clerk

APPROVED AS TO FORM:

_____
Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 10-02 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 19th day of November, 2012 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 17th day of December, 2012, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

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

_____
Angie Avery, City Clerk

EXHIBIT A

AMENDED CHAPTER 17.68

Chapter 17.68 APPEALS AND CALLS FOR REVIEW
17.68.010 Purpose.

This chapter establishes procedures for the following:

A. Commission's Review. The commission's review of a decision rendered by the director;

B. Council's Review. The council's review of a decision rendered by the director or commission; and

C. Other. The filing of an appeal of a decision rendered by the director or commission.

17.68.020 Application filing, processing, and review.

A. Eligible Appellants. The applicant or any interested party may appeal a decision of the director or commission.

B. Form of Appeal. An appeal shall:

1. Be made in writing;

2. Include a statement specifically identifying the portion(s) of the decision with which the appellant disagrees and the basis in each case for the disagreement;

3. Be accompanied by the information identified in the department handout for appeal applications; and

4. Be accompanied by the fee established by the city's fee resolution. Appeals filed by the director or commission shall be exempt from payment of any required fee.

C. Time for Filing. An appeal shall be filed within twenty (20) calendar days (ten (10) calendar days in the case of a large family day care home permit) after the final action of the director or commission.

D. Filing. Appeal applications addressed:

1. To the commission shall be filed with the department; and

2. To the council shall be filed with the city clerk.

E. Scheduling. Within thirty (30) days after the receipt of a notice of appeal and fee, or after the commission or council has voted to appeal, the appeal shall be transmitted to either:

1. Appeals to the Commission. The director who shall place the item on the commission agenda for a public hearing; or,

2. Appeals to the Council. The city clerk who shall place the item on the council agenda for a public hearing.

F. Notice and Hearing. Notice of a hearing shall be given as identified in Chapter 17.66 (Public Hearing Notice Procedures). The city clerk shall also notify the commission of the appeal.

G. Withdrawal. An appeal may not be withdrawn or dismissed before the scheduled public hearing without the director's approval.

H. Action. The commission or council shall take action on an appeal within ninety (90) days of the receipt of the notice of appeal. In the case of an appeal of a decision regarding an adult use planning permit, the commission or council shall take action within sixty (60) days. The deadline for action on the appeal may be extended by the mutual, written consent of the commission or council, the applicant, and the party filing the appeal—if the party filing the appeal is other than the city or the applicant. At the close of the public hearing, the commission or council may affirm, revise, or modify the decision of the director or commission, as applicable.

I. Report to Commission or Council. Upon receipt of the notice of appeal, the department or commission secretary shall prepare a report of the facts pertaining to the decision of the director or commission and shall submit the report to the appropriate review authority along with the reasons for the director's or commission's action. The report shall include copies of any findings, staff reports to the commission, commission resolutions on the project, minutes of the commission meeting(s) on the project, and any other information as deemed relevant by the commission or council.

J. Referral to Commission. In the event new or different evidence is presented on appeal, the council may, but shall not be required to, return the matter to the commission for further consideration.

17.68.030 Failure of commission to act on appeal of home occupation permit.

If the commission does not take action on the appeal of the director's determination concerning the issuance of a home occupation permit within sixty (60) days after the filing of the appeal, the director's decision shall be deemed affirmed.

17.68.040 Calls for Review.

A. As an additional safeguard to avoid results inconsistent with the purposes of this code, any order, requirement, decision, determination, interpretation or ruling of the commission may be called up for city council review upon the written request of any one city council member.

B. Form and Content. A call for city council review may be initiated by any one member of the city council and shall be filed in writing with the city clerk and shall not state that the commission has committed error or otherwise suggest that the council members seeking review have predetermined the matter to be heard by the council.

C. Time for Filing. Calls for review shall be initiated within ten business days after commission action.

D. Filing Fees. No fee shall be required for a call for review.

E. Effect on Decisions. Commission actions that are called up for review shall not become effective until the review is resolved.

F. Procedure for Review. When a commission action is called up for city council review upon the written request of any one city council member pursuant to this section 17.68.040, the city council shall review the commission action according to the procedures for appeal set out in section 17.68.020.

EXHIBIT B

AMENDED REFERENCES TO CHAPTER 17.68

Note: Strikethrough references shall be removed and underlined references shall be added.

2.52.070 Appeals.

In the event the applicant, any interested person, or the city, is aggrieved by the decision of the architectural review committee, an appeal may be made to the city council in the manner set forth under Section ~~17.54.090~~ 17.68. (Ord. 535 § 1 (part), 1991)

16.06.070(G) Vesting tentative maps.

The vested right for a recorded subdivision map shall be for a period of one year beyond the recording date of the final tract map or final parcel map, and shall confer on such maps all rights described in Government Code, Sections 66498.1 through 66498.8. Where several final maps or parcel maps are recorded on various phases of a project covered by a single vesting tentative map, the one-year time period shall commence when the final map or parcel map for that phase is recorded. Prior to the expiration of the initial one-year period, the developer may apply for a one-year extension of the period of the vested right to the planning commission. If the extension is denied, the developer may appeal in accordance with Section ~~17.54.090~~ 17.68 of the Los Alamitos Municipal Code.

16.10.140 Appeal of tentative map to city council.

Except as provided in Section 16.10.130, any interested person may appeal to the city council from any action of the subdivision committee with respect to a tentative map by filing an appeal in accordance with Section ~~17.54.090~~ 17.68 of the Los Alamitos Municipal Code. (Ord. 580 § 2 Exh. A (part), 1994)

16.26.040(B) Method of approval.

In the event the city engineer determines that the subdivision is not in compliance or substantial conformance, then he or she shall within ten days of the date the final map was submitted, advise the subdivider in writing of his/her preliminary determination. The subdivider may appeal the city engineer's determination to the subdivision committee or directly to the city council in the event the map was originally approved on appeal to the city council. Any such appeal shall be filed and heard in accordance with Section ~~17.54.090~~ 17.68 of the Los Alamitos Municipal Code. Upon hearing any such appeal the subdivision committee or the city council shall make an advisory ruling to the city engineer. The final determination as to whether the final tract map is in compliance and substantial conformance shall be made by the city engineer.

17.32.050 Reservation of right to review based on changed conditions.

The council and commission shall retain and reserve the right and jurisdiction to review and modify an adult use planning permit—including the conditions of approval—based on changed circumstances in accordance with Section 17.68 of the Los Alamitos Municipal Code. Changed circumstances include, but are not limited to, the modification of the business, the change in scope, emphasis, size or nature of the business, and the expansion, alteration, of change of use. The reservation of the right to review a permit granted or approval by the council and commission shall be in addition to, and not in lieu of, the right of the council and commission to review and revoke or modify a permit granted or approved for any violations of the conditions imposed on the permit. (Ord. 688 § 1 (part), 2006)

17.36.080(D) Public hearings.

Time Limits. The conditional use permit for a hazardous waste facility shall become valid twenty (20) days after the date of the decision unless appealed. If appealed and then approved by the council, it shall become valid on the date of the council approval, subject to the appeal provisions of Section ~~17.36.100~~ 17.68 (Appeals). (Ord. 688 § 1 (part), 2006)

17.40.020 Authority for land use and zoning practices.

Table 4-1 (Review Authority) identifies the city official or authority responsible for reviewing and making decisions on each type of application or land use entitlement required by this zoning code.

Table 4-1

Review Authority

Type of Entitlement or Decision	Chapter	Director (1)	Planning Commission	City Council
Conditional use permits	17.42		Decision	Appeal/Call for Review
General plan amendments	17.70		Recommend	Decision
Home occupation permits	17.46	Decision	Appeal	Appeal/Call for Review
Interpretations	17.02	Decision	Appeal	Appeal/Call for Review
Large family day care permits	17.38.100	Decision	Appeal	Appeal/Call for Review
Minor modifications	17.48	Decision	Appeal	Appeal/Call for Review
Site plan review	17.50		Decision (2)	Appeal/Call for Review
Specific plans	17.52		Recommend	Decision
Temporary use permits	17.54	Decision	Appeal	Appeal/Call for Review
Variances	17.56		Decision	Appeal/Call for Review
Zoning code amendments	17.70		Recommend	Decision
Zoning map amendments	17.70		Recommend	Decision
Zoning permits	17.58	Decision	Appeal	Appeal/Call for Review

Notes:

1. The director may defer action on entitlement applications and refer the item(s) to the commission for the final decision.

2. The commission may delegate authority to the director to conduct the site plan review process.

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8N

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

Via: Angie Avery, City Manager

From: Steven A. Mendoza, Director of Community Development

Subject: Second Reading of Ordinance No. 12-06 – Zoning Ordinance Amendment to Change the Zoning Designations for 3271 Sausalito Street from Planned Light Industrial to Multiple-Family Residential

Summary: At its regular meeting of November 19, 2012, the City Council conducted a first reading of Ordinance No. 12-06. The ordinance would allow for a Zone Change to facilitate a 17 home subdivision.

Recommendation:

1. Waive reading in full and authorize reading by title only of Ordinance No. 12-06; and,

2. Mayor Edgar read the title of City Council Ordinance No. 12-06, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING ZONING ORDINANCE AMENDMENT 12-01 TO CHANGE ZONING DESIGNATIONS FROM PLANNED LIGHT INDUSTRIAL (P-M), TO MULTIPLE FAMILY RESIDENTIAL (R-3) FOR THE CONSTRUCTION OF 17 SINGLE-FAMILY RESIDENTIAL CONDOMINIUMS (HEREAFTER "PROJECT") FOR A PROJECT LOCATED AT 3271 SAUSALITO STREET, APN 242-222-01 (HEREAFTER "SUBJECT PROPERTY); (APPLICANT: THE OLSON COMPANY).

Background

At its regular meeting of November 19, 2012, the City Council considered amending the Zoning Ordinance to allow for a zone change in support of a an application filed by the Olson Company of Seal Beach. The Olson Company had applied for consideration of a 1.53 acre residential development in the Old Town West neighborhood.

The project is called "Sausalito Walk" and involves the demolition of existing industrial buildings and construction of 17 detached single-family residential units. The Planning Commission held public hearings on October 8 and October 29, 2012 wherein they recommended approval of this project and forwarded the project to the City Council. The City Council held a Public Hearing regarding the project on November 19, 2012.

Discussion

The City Council approved the project. This second reading of the Ordinance is required and will be effective 30 days from date of second reading.

Fiscal Impact

Property Tax Revenues

Improvement to the property will trigger an increase in property tax revenues to the City. Currently the City receives $1,390 per year as our share of property taxes collected from the industrial site. It is projected that the 17 housing units, if valued at $500,000 per unit, would generate approximately $513 for each unit or $8,721 annually for the site – an increase of Five Hundred and Twenty Seven Percent (527%).

Park Impact Fees

The site will generate $18,076 per unit in one time Park Impact Fees, a total of $307,292. These fees will be collected upon issuance of each separate building permit.

Submitted by:

Steven A. Mendoza
Director of Community Development

Approved by:

Angie Avery
City Manager

Attachment: 1. City Council Ordinance No. 12-06

ORDINANCE 12-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING ZONING ORDINANCE AMENDMENT 12-01 TO CHANGE ZONING DESIGNATIONS FROM PLANNED LIGHT INDUSTRIAL (P-M), TO MULTIPLE FAMILY RESIDENTIAL (R-3) FOR THE CONSTRUCTION OF 17 SINGLE-FAMILY RESIDENTIAL CONDOMINIUMS (HEREAFTER "PROJECT") FOR A PROJECT LOCATED AT 3271 SAUSALITO STREET, APN 242-222-01 (HEREAFTER "SUBJECT PROPERTY); (APPLICANT: THE OLSON COMPANY)

WHEREAS, the applicant has filed an application for a General Plan Amendment (GPA 12-01) to change the Land Use Designation from Planned Industrial to Multiple Family Residential Land Use Designation and Zoning Ordinance Amendment to change Zoning Districts from Planned Light Industrial (P-M) to Multiple Family Residential (R-3), Tentative Tract Map 12-01 (TTM 17482), Conditional Use Permit (CUP 12-02), and Site Plan Review (SPR 12-02) for the construction of 17 single-family residential condominiums located at 3271 Sausalito Street; and,

WHEREAS the proposed change of zone is necessary for the adoption of Tentative Tract Map 12-01 (TTM 17482), Conditional Use Permit 12-02, and Site Plan Review 12-02; and,

WHEREAS, a verified application has been filed for the change of zone for the property designated as APN 242-222-01; and,

WHEREAS, the application proposes to change the zone for parcel 242-222-01 from Planned Light Industrial (P-M) to Multiple Family Residential (R-3); and,

WHEREAS, the verified application constitutes an application as required by Chapter 17.40 (Applications, Processing, and Fees) of the Los Alamitos Municipal Code; and,

WHEREAS, a duly noticed public hearing as prescribed by law was held by the City Council on November 19, 2012, and based upon the evidence presented, the City Council makes the following findings of fact for Zone Ordinance Amendment 12-01 as required by Los Alamitos Municipal Code Section 17.70.050:

A. The proposed amendments ensure and maintain internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the Zoning Code as described, follows:

Applicable *General Plan* Implementing Goals and Policies	Consistency of Proposed Project
LAND USE ELEMENT	
Goal 1: Preserve and promote land uses which reflect Los Alamitos' small-town character with due regard for economic development and future growth potential.	Consistent. All of the proposed single-family, detached residential units are two stories in height and will be developed at a residential density of 11 dwelling units per acre. The proposed development would be located within a developed site in an urbanized area, and compatible with the surrounding land uses. These features are consistent with promoting a small-town character in Los Alamitos.
Goal 2: Preserve and enhance the quality of the City's residential neighborhoods.	Consistent. The proposed project will preserve and enhance the City's residential neighborhoods by developing quality residential units with distinctive architecture styles and adding substantial landscaping along the Sausalito Street frontage. This frontage includes a large setback area that will be planted with trees and riparian landscaping.
Policy 1-1.1: Employ accepted planning and engineering standards and practices as the basis for determining the compatibility of new land uses with existing uses.	Consistent. The proposed project would be located on a developed site in an urbanized area, compatible with the existing surrounding land use patterns.
Policy 1-1.2: Adopt feasible mitigation measures throughout the land use decision-making process to reduce impacts of new or expanded uses on existing residential neighborhoods.	Consistent. The proposed project would not adversely impact existing residential, institution, and public uses, and would be consistent with such existing development. A Mitigated Negative Declaration has been prepared and identifies mitigation measures to reduce project impacts related to the release of hazardous materials on the environment during demolition.
Policy 1-1.3: Maintain consistency among General Plan Policies and Programs, the Zoning Ordinance, and related development regulations.	Consistent. The proposed project includes the development of 17 single-family residential units. Approval of the project would be preceded by a General Plan and Zoning amendments that would change the existing designation from Planned Industrial to Multiple Family Residential and Planned Light Industrial (P-M) to Multiple Family (R-3), respectively. The project is consistent with the R-3 zoning district development regulations and standards.
Policy 1-1.4: Permit new residential construction only in areas where such development will not adversely impact conforming commercial and industrial uses.	Consistent. The proposed project is adjacent to property that is designated for industrial uses. Currently there is a conforming church use on that property. The proposed project is not anticipated to adversely impact the church use.
Policy 1-3.1: Apply appropriate and consistent standards in land use and site plan approvals to achieve continuity and cohesion in the physical development of the City.	Consistent. The proposed project conditions of approval are being applied to the project to achieve continuity and cohesion of the physical development of the neighborhood. The project site and its surroundings are primarily urbanized and contain a mix of land uses with structures of various age, conditions, and building heights. The proposed project would be visually consistent with adjoining mobile home park to the west and the multi-family development to the south, and consist of similar mass, heights, and landscaping to all surrounding developments.
Policy 1-4.1: Consider the fiscal impacts to the City as an integral part of land use decision-making.	Consistent. The proposed project includes the development of 17 single-family residential condominium units. New residential development will provide additional revenue to the City through an increase in property taxes. However increased demands on public services may require additional City expenditures. The property is developed as an industrial property, but is currently vacant.
Policy 1.4-2: Base land use decisions on reasoned analysis incorporating technical standards for review included in the respective Elements of the General Plan.	Consistent. The General Plan and Zoning Code Amendment changes were based on reasoned analysis based on the existing environmental conditions, surrounding land uses, impacts to the environment, and impacts to the overall neighborhood.

Applicable *General Plan* Implementing Goals and Policies	Consistency of Proposed Project
Policy 1-4.3: Consider General Plan Policies and Programs in making land use decisions.	Consistent. All of the General Plan goals, policies, and implementation programs were compared to the proposed project and were considered when reviewing the project for consistency.
CONSERVATION ELEMENT	
Goal One: Protect Los Alamitos' ground water resources from depletion and pollution.	Consistent. The project applicant has submitted a Water Quality Management Plan that identifies long-term best management practices to reduce urban runoff and water pollution. The project will also include a water retention feature in the front setback area of the project to retain and filter water, which can contribute to the existing groundwater basin. The project will be required to submit a Stormwater Pollution Prevention Plan that identifies best management practices in reducing water pollution during construction.
Goal Two: Improve air quality.	Consistent. The proposed project would not exceed the growth projections used as the basis for the South Coast Air Quality Management District's most recent Air Quality Management Plan.
Goal Three: Reduce Los Alamitos' solid waste stream.	Consistent. The proposed project will be required to meet the standards in Chapter 8.12 (Integrated Waste Management) and Chapter 8.13 (Construction and Demolition Waste) of the Los Alamitos Municipal Code to reduce the amount of waste generated by the proposed project.
Goal Five: Encourage the conservation of energy.	Consistent. The proposed project will be required to meet the 2010 California Energy Code (Title 24, Part 6), which includes efficiency standards for reducing energy use.
Goal Six: Preserve and enhance the quality of the City's landscaped environment.	Consistent. The proposed project includes substantial landscaping throughout the entire project and along the Sausalito Street frontage. This frontage includes a 20-foot setback area that will be planted with various trees and riparian landscaping.
Policy 2-1.1: Encourage the use of drought tolerant landscapes in new developments and encourage the replacement of existing water consumptive landscapes.	Consistent. The proposed project will include drought tolerant landscaping to reduce water consumption during irrigation.
Policy 2-1.3: Comply with the policies and programs contained in the City's Water Conservation Ordinance.	Consistent. The project meets the standards in Chapter 13.04 (Water Conservation) and Chapter 13.05 (Water Efficient Landscaping) of the Los Alamitos Municipal Code to reduce water use.
Policy 2-2.3: Provide safe and efficient facilities for pedestrians and bicyclists, integrating these with the County-wide system.	Consistent. The proposed project would maintain existing pedestrian access via new sidewalks along Sausalito Street and Oak Street. The project will not interfere with existing bicycle facilities in Los Alamitos.
Policy 2-3.1: Encourage recycling and waste reduction in accordance with the Source Reduction and Recycling Nondisposal Facility, and Household Hazardous Waste Elements of the adopted Integrated Waste Management Plan.	Consistent. The proposed project will be required to meet the standards in Chapter 8.12 (Integrated Waste Management) and Chapter 8.13 (Construction and Demolition Waste) of the Los Alamitos Municipal Code to reduce the amount of waste generated by the proposed project.
Policy 2-5.1: Promote State energy conservation guidelines, which require the incorporation of energy-savings designs and features into new and refurbished buildings.	Consistent. The proposed project will be required to meet the 2010 California Energy Code (Title 24, Part 6), which includes efficiency standards for reducing energy use.
Policy 2-5.2: Encourage residents, businesses, and public employees to follow energy conservation practices designed to reduce energy consumption.	Consistent. The proposed project will be required to meet the 2010 California Energy Code (Title 24, Part 6), which includes efficiency standards for reducing energy use.

Applicable *General Plan* Implementing Goals and Policies	Consistency of Proposed Project
Policy 2-6.2: Encourage property owners to both maintain and promote landscaping on developed sites.	Consistent. The proposed project includes the development of 17 detached single-family residential units under a condominium ownership. Under the proposed homeowners' association, the project will be required to include conditions, covenants, and restrictions that will provide standards and requirements for general and landscaping maintenance.
Policy 2-6.3: Encourage developers to incorporate mature and specimen trees and other significant vegetation, which may exist on a site into the design of a development project for that site.	Consistent. The proposed project includes the development of 17 single-family residential condominium units and will include both mature and specimen trees along the 20-foot front setback area. The area will also include substantial landscaping including riparian landscaping elements. Trees will also be planted along the proposed driveways.
SAFETY ELEMENT	
Goal One: Protect residents and property from natural disasters, fire, and crime.	Consistent. The proposed project would incorporate all recommendations and requirements of the City Police Department and Orange County Fire Authority (OCFA). The proposed project would adhere to all applicable recommendations related to seismic safety as well as comply with all applicable building code requirements. Additionally, the project's main driveway meets the minimum standard for appropriate access of emergency vehicles as required by the OCFA.
Policy 3-1.1: Take all necessary steps to be prepared for a major disaster.	Consistent. The proposed project would incorporate all recommendations and requirements of the City Police Department and Orange County Fire Authority (OCFA). The proposed project would adhere to all applicable recommendations related to seismic safety as well as comply with all applicable building code requirements. Additionally, the project's main driveway meets the minimum standard for appropriate access of emergency vehicles as required by the OCFA.
Policy 3-2.1: Take all necessary steps to be prepared for a major earthquake.	Consistent. The project site is located in tectonically active Southern California. However, the project site is not located on an Alquist-Priolo Earthquake Fault Zoning Map. The proposed project would meet or exceed all applicable seismic safety design standards, subject to review and approval by the City of Los Alamitos Building and Safety Division. The proposed project would adhere to all applicable recommendations related to seismic safety as well as comply with all applicable building code requirements.
Policy 3-3.1: Take appropriate steps to protect new and existing development from flooding.	Consistent. The proposed project is not located within a designated 100-year flood hazard area; therefore, the project would not place structures in a 100-year flood hazard area.
OPEN SPACE AND RECREATION ELEMENT	
Goal One: Develop and maintain an accessible and quality system of public parks and recreation system.	Consistent. The proposed project includes its own open space area for use of the residents, however other existing recreation facilities would still be utilized by the proposed project's residents. The City's Quimby Act Fee Ordinance requirement for directly providing parkland is only applicable to projects with 50 units or more. However, per the ordinance, the City is requiring that the project pay an in-lieu fee to address any incremental impacts to the City's park facilities.

Applicable *General Plan* Implementing Goals and Policies	Consistency of Proposed Project
Policy 4-1.4: Continue to collect parkland fees from residential land developers to fund upgrades to existing parks and to purchase new parks in the City.	Consistent. The proposed project includes its own open space area for use of the residents, however other existing recreation facilities would still be utilized by the proposed project's residents. The City's Quimby Act Fee Ordinance requirement for directly providing parkland is only applicable to projects with 50 units or more. However, per the ordinance, the City is requiring that the project pay an in-lieu fee to address any incremental impacts to the City's park facilities.
CIRCULATION AND TRANSPORTATION	
Goal One: Provide an efficient network of streets, bikeways, and pedestrian areas which promote the safe and efficient movement of people and goods.	Consistent. The proposed project would maintain existing pedestrian access via new sidewalks along Sausalito Street and Oak Street. The project will not interfere with existing bicycle facilities in Los Alamitos. It will also not interfere with the movement of people and goods.
Goal Three: Maintain safe and adequate infrastructure services.	Consistent. The project shall maintain safe and adequate infrastructure services for domestic water service, sanitary sewer service, and storm drain service.
Policy 5-1.1: Maintain a Level of Service "D" or better on all City arterials and at intersections.	Consistent. The project is anticipated to generate 163 average daily trips (ADT) from the 17 dwelling units, with approximately 13 trips in the AM peak hour and 17 trips in the PM peak hour. As is indicated in the Initial Study and Mitigated Negative Declaration, the project would not degrade LOS (level of service) at any surrounding intersection.
Policy 5-2.1: Protect and preserve residential neighborhoods from the intrusion of cut-through traffic.	Consistent. The proposed project would not create cut-through traffic.
Policy 5-4.1: Encourage walking and bicycling as attractive alternatives to vehicular transportation.	Consistent. The proposed project would maintain existing pedestrian access via new sidewalks along Sausalito Street and Oak Street.
Policy 5-7.1: Work with the Rossmoor-Los Alamitos Sewer District so that residents and businesses have adequate and efficient sewage waste disposal services.	Consistent. Sanitary sewer service is currently provided to the project site by the Rossmoor/Los Alamitos Area Sewer District. Sewer treatment is provided by the Orange County Sanitation District treatment plant in Huntington Beach. Proposed new structures would connect with existing sewer lines via lateral connections to individual residential buildings. The proposed residential units will discharge common wastewater from lavatory and kitchen activities. Such discharges will not require upgrades or new technology to be installed at the wastewater treatment facility to ensure continued compliance with wastewater discharge requirements. The proposed project would incorporate all recommendations and requirements of the Rossmoor/Los Alamitos Area Sewer District.
Policy 5-7.2: Work with the Southern California Water Company so that residents and businesses have quality drinking water and adequate water supply for fire protection and landscaping needs.	Consistent. The Golden State Water Company, which serves the project site, projects adequate water supplies for the project based upon current water supply and projected growth rates, estimated between 2010 and 2035. No additional improvements to water lines or other facilities are required to serve the project. Any incremental impacts on existing facilities would be offset by the payment of standard connection fees. The proposed project would incorporate all recommendations and requirements of the Golden State Water Company and Orange County Fire Authority.
Policy 5-7.3: Work with the Los Angeles Flood Control District and Orange County Environmental Management Agency so that residents and businesses are adequately protected from flooding.	Consistent. The proposed project is not located within a designated 100-year flood hazard area; therefore, the project would not place structures in a 100-year flood hazard area.
Policy 5.7-4: Work with safety agencies, such as the Orange County Fire Authority and the AFRC Fire Department, so that residents and businesses are adequately protected from fires and other natural disasters.	Consistent. The proposed project would incorporate all recommendations and requirements of the Orange County Fire Authority (OCFA). The project's main driveway meets the minimum standard for appropriate access of emergency vehicles as required by the OCFA.

Applicable *General Plan* Implementing Goals and Policies	Consistency of Proposed Project
NOISE ELEMENT	
Goal One: Protect noise sensitive land uses, including residences, schools, hospitals, libraries, churches and convalescent homes from high noise levels from both existing and future noise sources.	Consistent. The proposed residential project may increase ambient noise levels due to increased traffic generation in the project vicinity. The project is adjacent to a mobile home park, church, and multi-family residential uses. The project is anticipated to generate approximately 163 daily trips. Traffic generation from the proposed project is minimal and will not double traffic on any surrounding roadways and, therefore, will not result in perceptible increase in traffic-related noise levels. Furthermore, the proposed project will reduce the amount of medium- and heavy-duty truck traffic when compared the existing on-site industrial use. This will substantially reduce traffic-related noise because trucks are noisier than passenger vehicles.
Policy 6-1.1: Noise mitigation measures for future development should comply with the standards included in the City of Los Alamitos Noise Element.	Consistent. The impacts of project-related noise have been evaluated as part of the environmental review process for the proposed project and shall comply with the *General Plan* Noise Element and *Municipal Code* Section 17.24.020(d) requirements. The proposed project is not expected to create any significant environmental impacts related to noise. Therefore no mitigation measures were included to the project. Temporary construction-related noise impacts will be less than significant with implementation of existing regulations.
Policy 6-2.1: Potential noise impacts due to stationary sources should be mitigated in the planning stage.	Consistent. The impacts of project-related noise have been evaluated as part of the environmental review process for the proposed project and shall comply with the *General Plan* Noise Element and *Municipal Code* Section 17.24.020(d) requirements. The proposed project is not expected to create any significant environmental impacts related to noise. Therefore no mitigation measures were included to the project. Temporary construction-related noise impacts will be less than significant with implementation of existing regulations.
HOUSING ELEMENT	
Goal One: Adequate Housing Supply	Consistent. The proposed project includes the development of 17 single-family residential units under a condominium ownership. The project will increase the housing supply in the City of Los Alamitos.
Policy 4.2: Adequate Sites for Housing	Consistent. The proposed project includes the development of 17 single-family residential units under a condominium ownership. The project will increase the housing supply in the City of Los Alamitos.

B. That the proposed General Plan Amendment will not adversely affect the public convenience, health, interest, safety, or welfare of the City as the project will be subject to mitigation measures that will impose project requirements relating to the potential release of hazardous materials into the environment, which will sufficiently ensure that demolition of existing structures will not be detrimental to the public or general welfare of persons residing or working in the vicinity of the project. The Project will be operated in a manner that will not be detrimental to the public health, safety, and welfare.

C. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures. In compliance with the California Environmental Quality Act, Section 15063 of the California Environmental Quality Act guidelines, and local guidelines, an Initial Study and Mitigated Negative

Declaration has been prepared for this project with the purpose of identifying the Project's significant effects on the environment.

D. The 1.53 acres of property are physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation and anticipated land use development. The proposed development would be located within an established site in an urbanized area, consistent with the existing on-site and surrounding established land use patterns. No expansion beyond the existing property boundaries would occur with the proposed project. The development review process would ensure that the proposed project would be consistent with the applicable zoning standards and other standards set forth by Zoning Code.

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

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

SECTION 2. The City Council hereby adopts Ordinance No. 12-06 approving Zoning Ordinance Amendment 12-01 which changes the zoning designation for parcel 242-222-01 from Planned Light Industrial (P-M) to Multiple Family Residential (R-3).

SECTION 3. The City Council's approval of Zoning Ordinance Amendment 12-01 is subject to the conditions attached hereto as Exhibit "A" and incorporated by reference as if fully set out herein.

SECTION 4. The City Council approves an amendment to the Zoning Map to reflect the zoning designations in accordance with Section 2 above.

SECTION 5. In compliance with the CEQA, Section 15063 of the CEQA Guidelines, and local guidelines, an Initial Study and Mitigated Negative Declaration has been prepared for this project for the purpose of identifying the significant effects on the environment of the project and to indicate the manner in which those significant effects can be mitigated or avoided. The Initial Study and Mitigated Negative Declaration has determined that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of the Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have adopted the Chapter, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. The time in which to seek judicial review of this decision shall be governed by Code of Civil Procedure Section 1094.6.

SECTION 8. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code 36933.

PASSED, APPROVED, AND ADOPTED this 17th day of December, 2012.

_____
Troy D. Edgar, Mayor

ATTEST:

_____
Angie Avery, City Clerk

APPROVED AS TO FORM:

_____
Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 12-06 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 19th day of November, 2012 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 17th day of December, 2012, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:

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

_____
Angie Avery, City Clerk

City of Los Alamitos

Agenda Report	December 17, 2012
Consent Calendar	Item No: 8O

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

Via: Angie Avery, City Manager

From: Windmera Quintanar, CMC, Department Secretary

Subject: Declaring and Certifying the Results of the November 6, 2012 General Municipal Election

Summary: This report provides a certified statement of the November 6, 2012 General Municipal Election vote from the County of Orange Registrar of Voters regarding the General Municipal Election.

Recommendation: Adopt Resolution No. 2012-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2012, DECLARING THE RESULTS, AND SUCH OTHER MATTERS AS PROVIDED BY LAW".

Background

On May 21, 2012, the City Council adopted Resolution No. 2012-04 calling a General Municipal Election to be held on November 6, 2012 for the election of two Members of the City Council. On July 16, 2012, the City Council adopted Resolution No. 2012-13 ordering the submission of a measure relating to the telephone users tax. The election was conducted and canvassed by the Orange County Registrar of Voters.

Discussion

The California Elections Code Section 10263(b) states, "For a consolidated election, the governing body shall meet at its usual place of meeting no later than the next regularly scheduled City Council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers."

On November 21, 2012, the Registrar of Voters certified the results of the election. Dean Grose and Richard D. Murphy were declared the winners. In addition, a majority of the voters voting on Measure DD voted in favor of the measure.

It would be appropriate for the City Council to declare the results of the election final by the adoption of Resolution No. 2012-25. With the adoption of this resolution, Measure DD, attached as Ordinance No. 2012-04, is also adopted and ratified, and shall go into effect ten days after this date.

Fiscal Impact

The Orange County Registrar of Voters has not yet invoiced the City for election related costs. Funds are allocated in the budget for this expense.

Submitted By:

Windmera Quintanar, CMC
Department Secretary

Approved By:

Angie Avery
City Manager

Attachments: *1. Resolution No. 2012-25*
2. Ordinance No. 2012-04

RESOLUTION NO. 2012- 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2012, DECLARING THE RESULTS, AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Los Alamitos, California, on Tuesday, November 6, 2012, as required by law; and,

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in charter cities; and,

WHEREAS, pursuant to Resolution No. 2012-05, adopted May 21, 2012, the County Elections Department canvassed the returns of the election and has certified the results to this City Council; the results are received, attached and made a part hereof as "Exhibit A".

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

SECTION 1. The whole numbers of ballots cast in the precincts are listed below, making a total of 4,942 ballots cast in the City.

Early Voting Ballots Cast:	20
Precinct Ballots Cast:	2,570
Vote-By-Mail Ballots Cast:	2,352
Total Ballots Cast:	4,942

SECTION 2. The names of persons voted for at the election for Member of the City Council are as follows:

Ken Stephens
Demi Devaney
Dean Grose
Richard D. Murphy

SECTION 3. The measure voted upon at the election is as follows:

Shall an ordinance be adopted to reduce the rate of the City's tax on telecommunications users from 6% to 5%, modernize the language to treat taxpayers equally, regardless of technology used, and continue to use the proceeds to fund general municipal services, such as safety, parks and recreation, and street maintenance?	**YES**
	NO

SECTION 4. The number of votes given at each precinct and the number of votes given in the City to each of the persons named above and for and against the measure are listed in the attached Exhibit "A".

SECTION 5. The City Council does declare and determine that Dean Grose and Richard D. Murphy were elected as Member of the City Council for the full term of four years.

SECTION 6. As a result of the election, the majority of voters voting on Measure DD relating to the telephone users tax did vote in favor of it, and that the measure was carried, and shall be deemed adopted and ratified.

SECTION 6. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the measure voted upon; (5) the number of votes given at each precinct to each person, and for and against the measure, and (6) the total number of votes given to each person, and for and against the measure.

SECTION 7. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 8. 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 ON this 17th day of December, 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 duly adopted by the City Council of the City of Los Alamitos on December 17, 2012, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

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

_____
Angie Avery, City Clerk

EXHIBIT A

NEAL KELLEY
Registrar of Voters

Mailing Address:
P.O. Box 11298
Santa Ana, California 92711

REGISTRAR OF VOTERS
1300 South Grand Avenue, Bldg. C
Santa Ana, California 92705
(714) 567-7600
TDD (714) 567-7608
FAX (714) 567-7627
www.ocvote.com

RECEIVED
DEC 04 2012
City Clerk's Office
City of Los Alamitos

November 26, 2012

Dear City Clerk:

I am enclosing the Certification of the Registrar of Voters to Result of the Canvass of the General Election Returns and a copy of the abstract for the municipal election for your city, held in consolidation with the General Election on November 6, 2012.

If you have any questions, please feel free to contact me at (714) 567-7606 or kay.cotton@rov.ocgov.com.

Sincerely,

Kay Cotton

Kay Cotton
Candidate and Voter Services Manager

:kc

Enclosures

CERTIFICATE OF REGISTRAR OF VOTERS TO RESULT OF THE CANVASS OF THE GENERAL ELECTION RETURNS

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify the following to be a full, true and correct Statement of the Vote of the election listed below, consolidated with the General Election held on November 6, 2012.

CITY OF LOS ALAMITOS
MEMBER OF THE CITY COUNCIL

RICHARD D. MURPHY	2,332
DEAN GROSE	1,975
KEN STEPHENS	1,664
DEMI DEVANEY	1,029

MEASURE DD

YES	3,076
NO	1,276

EARLY VOTING BALLOTS CAST:	20
PRECINCT BALLOTS CAST:	2,570
VOTE-BY-MAIL BALLOTS CAST:	2,352
TOTAL BALLOTS CAST:	4,942

I hereby certify that the number of votes cast for each candidate and measure is as set forth above and appears in the Certified Statement of the Vote.

WITNESS my hand and Official Seal this 21st day of November, 2012.

NEAL KELLEY
Registrar of Voters
Orange County

CERTIFIED STATEMENT OF THE VOTES CAST

at the

GENERAL ELECTION

November 6, 2012

in the

County of Orange, State of California

FILED _____, 2012

DEBRA BOWEN, SECRETARY OF STATE

BY _____ DEPUTY

State of California)
) ss
County of Orange)

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify that the within is a true and correct statement of the votes cast in this county at the General Election, as determined by the canvass of the returns of said election.

I further certify the results of the 1 percent manual tally contained no discrepancies between the machine count and the manual tally.

WITNESS my hand and Official Seal

THIS 21st DAY OF Nov, 2012

_____, REGISTRAR OF VOTERS

COUNTY OF ORANGE CALIFORNIA

Orange County Statement of Votes

CITY OF LOS ALAMITOS Member, City Council

Precinct	Party Member Registration	Ballots Cast	Turnout	CITY OF LOS ALAMITOS Member, City Council		DEAN GROSE	DEMI DEVANEY	KEN STEPHENS	RICHARD D. MURPHY			
0033117	1018	782	76.82%			358	119	228	508			
0033121	906	702	77.48%			272	135	239	323			
0033122	1023	591	57.77%			210	115	225	216			
0033124	0	0	0.00%			0	0	0	0			
0033126	1022	757	74.07%			237	220	246	439			
0033128	1145	659	57.55%			270	131	197	227			
0033130	0	0	0.00%			0	0	0	0			
0033134	141	117	82.98%			52	17	48	59			
0033601	1791	1275	71.19%			544	281	462	526			
0033901	83	59	71.08%			32	11	19	34			
Totals:	**7129**	**4942**	**69.32%**			**1975**	**1029**	**1664**	**2332**			

Orange County Statement of Votes

DD-City of Los Alamitos

Precinct	Party Member Registration	Ballots Cast	Turnout	DD-City of Los Alamitos		No	Yes					
0033117	1018	782	76.82%			233	488					
0033121	906	702	77.48%			172	444					
0033122	1023	591	57.77%			112	377					
0033124	0	0	0.00%			0	0					
0033126	1022	757	74.07%			246	437					
0033128	1145	659	57.55%			148	405					
0033130	0	0	0.00%			0	0					
0033134	141	117	82.98%			26	79					
0033601	1791	1275	71.19%			325	801					
0033901	83	59	71.08%			14	45					
Totals:	**7129**	**4942**	**69.32%**			**1276**	**3076**					

ORDINANCE NO. 2012-04

AN ORDINANCE OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND REPLACING PORTIONS OF CHAPTER 3.20 OF THE LOS ALAMITOS MUNICIPAL CODE TO DECREASE THE RATE AND MODERNIZE THE TELEPHONE USERS TAX TO PRESERVE AND FUND IMPORTANT CITY SERVICES

WHEREAS, the City of Los Alamitos has collected a Telephone Users Tax (TUT) since 1991 and the current rate of the TUT is 6%; and,

WHEREAS, the City desires to reduce the tax rate on telecommunications services from 6% to 5%; and,

WHEREAS, the City desires to treat users of communications services in a uniform and equitable manner, regardless of the means of transmission or technology used, so that users of communications services transmitted by traditional technologies (such as land lines) do not bear a greater tax burden than users of communications services transmitted via newly developed technologies; and,

WHEREAS, telephony and related communications services have changed dramatically since the inception of the TUT and communications technology, telephone calling and marketing plans, and the state and federal legislation that regulates them, continue to evolve at a rapid pace; and,

WHEREAS, in particular, communications are no longer accomplished entirely through the switched network, wireless service has become prevalent, communications through other means are increasing in popularity, the overall cost of communications is declining, common charges are no longer based upon distance and the federal government has been extremely active in adopting laws affecting the telecommunications industry; and,

WHEREAS, any modernization and clarification of the TUT to include current technologies and reflect the realities of the current communications industry requires voter approval under the California Constitution; and,

WHEREAS, the revenue generated by the TUT is likely to be lost over time due to market erosion, changing technology and other factors; and,

WHEREAS, the City needs the revenue generated by the TUT to continue to provide essential City services such as safety services, street maintenance and park and recreation services.

NOW, THEREFORE, The People of the City of Los Alamitos do ordain, as follows:

Section 1. The following sections of Chapter 3.20 of the Los Alamitos Municipal Code are hereby added, amended and replaced to read as follows:

3.20.040 Definitions.

Except where the context otherwise requires, the definitions given in this Section govern the construction of this Chapter.

1. "Ancillary Telecommunications Services" means services that are associated with or incidental to the provision, use or enjoyment of Telecommunications Services, including but not limited to the following services:

    (1) services that link two or more participants of an audio or video conference call and may include the provision of a telephone number.
    (2) services that separately state information pertaining to individual calls on a customer's billing statement.
    (3) services that provide telephone number information and/or address information.
    (4) services offered in connection with one or more telecommunications services that offer advanced calling features that allow customers to identify callers and to manage multiple calls and call connections.
    (5) services that enable the customer to store, send or receive recorded messages.

2. "Billing Address" means the mailing address of the Service User where the Service Supplier submits invoices or bills for payment by the customer.

3. "City" means the city of Los Alamitos.

4. "Gas" means natural or manufactured gas or any alternate hydrocarbon fuel which may be substituted therefor.

5. "Month" means a calendar month.

6. "Person" means without limitation, any domestic, non-profit or foreign corporation, firm, association, syndicate, joint-stock company, partnership of any kind, joint venture, club, trust, limited liability company, business or common-law trust, society, any natural individual, cooperative, receiver, trustee, guardian or other representative appointed by order of any court, or any municipal corporation (other than the City).

7. "Private Communications Services" means any dedicated virtual or actual

Telecommunications Services that entitle the user to the exclusive or priority use of communications channels.

8. "Service Supplier" means any Person or entity required to collect or self-impose and remit a tax as imposed by this chapter.

9. "Service User" means a Person required to pay a tax imposed by this chapter.

10. "Tax Administrator" means the city manager or his/her designee.

11. "Telecommunications Services" means the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, whatever the technology used, whether such transmission, conveyance or routing occurs by wire, cable, fiber-optic, light wave, laser, microwave, radio wave (including, but not limited to, cellular service, commercial mobile service, personal communications service (PCS), specialized mobile radio (SMR) and other types of personal wireless service, regardless of radio spectrum used, switching facilities, satellite or any other technology now existing or developed after the adoption of this section, and includes, without limitation, fiber optic, coaxial cable and wireless. The term "Telecommunications Services" includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code or protocol of the content for purposes of transmission, conveyance or routing without regard to whether such services are referred to as voice over internet protocol (VoIP) services or are classified by the Federal Communications Commission as enhanced or value added, and includes video and/or data services that is functionally integrated with Telecommunications Services. Telecommunications Services include, but are not limited to the following services, regardless of the manner or basis on which such services are calculated or billed: central office and custom calling features (including but not limited to call waiting, call forwarding, caller identification and three-way calling), local number portability, text messaging, Ancillary Telecommunication Services; prepaid and post-paid services (including but not limited to prepaid calling cards); mobile telecommunications service; Private Communication Service; paging service; and 800 service (or any other toll-free numbers designated by the Federal Communications Commission). Telecommunication Service does not include charges for internet access services the taxation of which is prohibited by Federal Law, video programming services or digital downloads, such as downloads of books, music, ringtones, games and similar digital products.

12. "Telephone Corporation," "Electrical Corporation," "Gas Corporation," and "Water Corporation," shall have the same meanings as defined in

Sections 234, 218, 222, 241, respectively, of the California Public Utilities Code except, "Electrical Corporation," "Gas Corporation" and "Water Corporation" shall also be construed to include any municipality or public agency engaged in the selling or supplying of electrical power or Gas or water to a Service User. "Electrical Corporation" shall include any organization or municipality or agency engaged in the selling or supplying of electrical power to a Service User.

3.20.050 Constitutional exemptions; effect of state and federal authorization.

Nothing in this chapter shall be construed as imposing a tax upon any person when imposition of such tax upon that person would be in violation of California statute, the Constitution of the United States or the Constitution of the State of California. To the extent that the City's authorization to impose or collect the tax imposed in this Chapter is expanded or limited as a result of changes in state or federal law, no amendment or modification of this Chapter shall be required to conform the tax to those changes, and the tax shall be imposed and collected to the full extent of the City's authorization up to the full amount of the tax imposed by this Chapter.

3.20.070 Telecommunication Users Tax.

A. There is hereby imposed a tax upon every Person with a Billing Address or service address in the City who uses Telecommunication Services, including intrastate, interstate (including calls to the District of Columbia), and international Teleommunications Services, to the extent permitted by state and federal law. The tax imposed by this Section shall be at the rate of five percent (5%) on the charges made for Telecommunication Services and shall be collected from the Service User by the Service Supplier or its billing agent. To the extent allowed by law, the tax on Telecommunication Services shall apply to a Service User if the Billing Address or service address of the Service User is within the City's boundaries.

B. Except as otherwise provided herein, Telecommunication Services shall include all Telecommunication Service for which there is a charge, regardless of the means or technology used to provide such services. The tax imposed under Subsection A, above shall not be imposed upon any Person for using the following Communications Services:

(1) Except with respect to local telephone service, services used in the collection of news for the public press, or a news ticker service furnishing a general news service similar to that of the public press or radio broadcasting, or in the dissemination of news through the public press, or a news ticker service furnishing a general news service similar to that of the public press or by means of radio broadcasting, if the charge for such service is billed in writing to

such Person.

(2) Services furnished to a public international organization in which the United States participates pursuant to treaty or Act of Congress, or to the American National Red Cross.

(3) Any toll telephone service which originates within a combat zone and is from a member of the Armed Forces of the United States performing service in such combat zone; provided a certificate, setting forth such facts as the Secretary of the United States Treasury may by regulations prescribe, is furnished to the Person receiving such payment.

(4) No tax shall be imposed under this Section on the amount paid for any Telecommunication Services to the extent that the amount so paid is for use by a common carrier, telephone or telegraph company, or radio broadcasting station or network in the conduct of its business.

(5) The installation of any instrument, wire, pole, switchboard, apparatus or equipment as is properly attributable to such installation.

(6) Amounts paid by a nonprofit hospital for services furnished to such organization. For purposes of this exemption, the term "nonprofit hospital" means a hospital referred to in Section 170(b)(1)(A)(iii) of the Internal Revenue Code, which is exempt from federal income tax under Section 501(a) of the Internal Revenue Code.

(7) Services or facilities furnished to the government of any state, or any political subdivision thereof.

(8) Services or facilities paid for by a nonprofit educational organization and furnished to such organization. For purposes of this subsection, the term "nonprofit educational organization" means an educational organization that is exempt from income tax under Section 501(a) of the Internal Revenue Code. The term also includes a school operated as an activity of an organization described in Section 501(c)(3) of the Internal Revenue Code, which is exempt from income tax under Section 501(a) of the same code, if such school normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

C. As used in this Section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the Service User in exchange for the Telecommunication Services.

D. To prevent actual multi-jurisdictional taxation of Telecommunication Services subject to tax under this Section, any Service User, upon proof

to the Tax Administrator that the Service User owed and has previously paid the same tax in another state or city on such Telecommunication Services, shall be allowed a credit against the tax imposed to the extent of the amount of such tax legally imposed in such other state or city; provided, however, the amount of credit shall not exceed the tax owed to the City under this Section.

E. For purposes of imposing a tax or establishing a duty to collect and remit a tax under this Chapter, "substantial nexus" and "minimum contacts" shall be construed broadly in favor of the imposition, collection and/or remittance of the tax to the fullest extent permitted by state and federal law, and as it may change from time to time by judicial interpretation or by statutory enactment. Any Telecommunication Services used by a Person with a service address in the City, shall be subject to a rebuttable presumption that "substantial nexus/minimum contacts" exists for purposes of imposing a tax, or establishing a duty to collect and remit a tax, under this Chapter. For Telecommunication Services for which there is no Billing Address or primary physical location for the provision of services, the service address shall mean the point of sale of the services.

3.20.110 Penalty and interest.

A. Taxes collected from a Service User or owed by a Service User which are not remitted to the Tax Administrator on or before the due dates provided in this Chapter are delinquent and are subject to penalties and interest. If the Person required to collect and/or remit a tax imposed under this Chapter fails to collect and remit the tax, such taxes are delinquent.

B. Any Person who fails to remit taxes collected in the time required by this chapter shall pay a penalty of five percent of the amount of the tax, and if not remitted within two working days after the date of delinquency, shall pay a total penalty of twenty (20) percent of the amount of tax owed. Such penalty shall attach to the amount of tax due and shall be paid by the person required to collect and remit the tax.

C. When fraud or gross negligence in reporting and remitting tax collections is discovered, the tax administrator shall have power to impose additional penalties of twenty (20) percent of taxes owed upon persons required to collect and remit taxes under the provisions of this chapter.

D. Any Person required to remit to the tax administrator delinquent taxes as required in this section, shall pay interest at the rate of one and one-half percent per month, or portion thereof, on the amount of tax owed exclusive of penalties, from the date on which the tax first became delinquent until paid.

E. Notwithstanding the provisions of subsections (B) and (D) of this section, no penalty or interest shall be applied if delinquencies are the result of natural disasters or other phenomena beyond the control of the person charged with collecting and remitting the tax, provided the person being delinquent notifies the tax administrator as soon as normal communications permit.

F. Every penalty imposed under the provisions of this Chapter shall become a part of the tax required to be remitted.

3.20.120 Actions to collect.

Any tax required to be paid by a Service User under the provisions of this Chapter shall be deemed a debt owed by the Service User to the City. Any such tax collected from a Service User which has not been remitted to the Tax Administrator shall be deemed a debt owed to the City by the Person required to collect and remit and shall no longer be a debt of the Service User. In the event that a Service Supplier required to collect and remit a tax under the provisions of this Chapter fails to do so in whole or in part, the amount of such unremitted tax shall be deemed a debt owed by the Service Supplier to the City. Any Person owing money to the City under the provisions of this Chapter shall be liable to an action brought in the name of the City for the recovery of such amount, plus any collection costs incurred by the City as a result of the Person's noncompliance with this Chapter, including, but not limited to, reasonable attorney's fees.

3.20.130 Duty to collect—Procedures.

The duty to collect and remit the taxes imposed by this Chapter shall be performed as follows:

A. The tax shall be collected insofar as practicable at the same time as and along with the charges made in accordance with the regular billing practices of the Service Supplier. Where the amount paid by a Service User to a Service Supplier is less than the full amount of the utility charge and tax which has accrued for the billing period, such amount and any subsequent payments by a Service user shall be applied to the utility charge first until such charge has been fully satisfied. Any remaining balance shall be applied to taxes due.

B. The duty to collect tax from a Service User shall commence with the beginning of the first full regular billing period applicable to the Service User where all charges normally included in such regular billing are subject to the provisions of this Chapter. Where a Person receives more than one billing, one or more being for different periods than another, the duty to collect shall arise separately for each billing.

C. The taxes imposed by this Chapter shall be collected from the Service User by the Service Supplier. The amount of tax collected in one (1) Month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth (20th) day of the following Month. Should the due date occur on a weekend or legal holiday, the return may be made on the first regular working day following a Saturday, Sunday, or legal holiday. If a Service Supplier uses a billing agent or billing aggregator to bill, collect, and/or remit the tax, the Service Supplier shall: i) provide to the Tax Administrator the name, address and telephone number of each billing agent and billing aggregator currently authorized by the Service Supplier to bill, collect, and/or remit the tax to the City; and, ii) upon request of the Tax Administrator, deliver, or effect the delivery of, any information or records in the possession of such billing agent or billing aggregator that, in the opinion of the Tax Administrator, is necessary to verify the proper application, calculation, collection and/or remittance of such tax to the City.

D. Each Person required by this Chapter to remit a tax shall file a return with the Tax Administrator on forms approved by the Tax Administrator on or before the due date. The full amount of the tax owed shall be included with the return and filed with the Tax Administrator. The Tax Administrator is authorized to require such further information as he or she deems necessary to properly determine if the tax here imposed is being levied and collected in accordance with this Chapter. Returns and remittances are due immediately upon cessation of business for any reason. Pursuant to California Revenue and Taxation Code § 7284.6, the Tax Administrator, and its agents, shall maintain such filing returns as confidential information, and not subject to the Public Records Act.

E. The Tax Administrator may, from time to time, issue and disseminate to Service Suppliers, which are subject to the tax collection requirements of this Section, administrative rulings identifying those services that are subject to the taxes imposed by this Chapter or otherwise interpreting the provisions of this Chapter. To the extent that the Tax Administrator determines that any tax imposed under this Chapter shall not be collected in full for any period of time, such a determination falls within the Tax Administrator's discretion to settle disputes. The Tax Administrator's exercise of prosecutorial forbearance under this Section does not constitute a change in taxing methodology for purposes of Government Code Section 53750, and the City does not waive or abrogate its ability to impose the taxes under this Chapter in full as a result of issuing such administrative rulings.

3.20.150 Assessment—Administrative remedy.

A. The Tax Administrator may make an assessment for taxes not remitted by a Person required to remit.

B. Whenever the Tax Administrator determines that a Service User has deliberately withheld the amount of the tax owed by him from the amounts remitted to a Service Supplier, or that a Service User has failed to pay the amount of the tax for a period of two (2) or more billing periods, or whenever the Tax Administrator deems it in the best interest of the City, he or she may relieve the Service Supplier of the obligation to collect taxes due under this Chapter from certain named Service Users for specified billing periods. The Service Supplier shall provide the City with the names and addresses of such Service Users and the amounts of taxes owed or refused by the Service Users under the provisions of this Chapter.

C. The Tax Administrator shall notify the Service User that he or she has assumed responsibility to collect the taxes due for the stated periods and demand payment of such taxes. The notice shall be served on the Service User by handing it to him or her personally or by deposit of the notice in the United States mail, postage prepaid thereon, addressed to the Service User at the address to which billing was made by the Service Supplier; or should the Service User have changed his or her address, to his or her last known address. If a Service User fails to remit the tax to the Tax Administrator within fifteen (15) days from the date of the service of the notice upon him or her, which shall be the date of mailing if service is not accomplished in person, a penalty of twenty-five percent (25%) of the amount of the tax set forth in the notice shall be imposed, along with interest at the rate of three-quarters of one percent (¾%) per Month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent, until paid, but not less than Five Dollars ($5.00). The penalty shall become part of the tax herein required to be paid.

3.20.160 Records.

A. It shall be the duty of every Person required to collect and/or remit to the City any tax imposed by this Chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and remittance to the Tax Administrator, which records the Tax Administrator, or the Tax Administrator's designated representative, shall have the right to inspect at all reasonable times.

B. If any Person subject to record-keeping under this Section unreasonably denies the Tax Administrator, or the Tax Administrator's designated representative, access to such records, the Tax Administrator, or the Tax Administrator's designated representative, may impose a penalty of five hundred dollars ($500) on such Person for each day following the initial date that the Person refuses to provide such access. This penalty shall

be in addition to any other penalty imposed under this Chapter.

3.20.170 Refunds.

A. Whenever the amount of any tax has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter, it may be refunded as provided in this Section.

B. The Tax Administrator may refund to the taxpayer any tax that has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter, provided that no refund shall be paid under the provisions of this Section unless the taxpayer or his or her guardian, conservator, executor or administrator has submitted a written claim signed by the claimant to the Tax Administrator within one year of the overpayment or erroneous or illegal collection of said tax. Such claim must clearly establish claimant's right to the refund by written records showing entitlement thereto. No claim may be filed on behalf of a class or group of taxpayers unless such claim is signed by each taxpayer included in the class or group.

C. The Tax Administrator may refund to a Service Supplier any tax that has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter, provided that the Service Supplier has submitted a written claim signed by the Service Supplier to the Tax Administrator within one year of the overpayment or erroneous or illegal collection of said tax. Such claim must clearly establish that the tax sought to be refunded was collected from the Service User, that the Service User from whom the tax was collected did not owe the tax and that the amount of the tax sought to be refunded was refunded in full to the Service User prior to the Service Supplier submitting the claim.

D. The submission of a written claim, which is acted upon by the City Council, shall be a prerequisite to a suit thereon. The City Council shall act upon the refund claim within the time period set forth in Government Code Section 912.4. If the City Council fails or refuses to act on a refund claim within the time prescribed by Government Code Section 912.4, the claim shall be deemed to be rejected by the City Council on the last day of the period within which the City Council was required to act upon the claim as provided in Government Code Section 912.4. It is the intent of the City Council that the one year written claim requirement of this section be given retroactive effect; provided, however, that any claims which arose prior to the commencement of the one year claims period of this Section, and which are not otherwise barred by a then-applicable statute of limitations or claims procedure, must be filed with the Tax Administrator

as provided in this subsection within ninety (90) days following the effective date of this Section.

E. Notwithstanding other provisions of this Section, whenever a Service Supplier, pursuant to an order of the California Public Utilities Commission or a court of competent jurisdiction, makes a refund to Service Users of charges for past utility services, the taxes paid pursuant to this Chapter on the amount of such refunded charges shall also be refunded to Service Users, and the Service Supplier shall be entitled to claim a credit for such refunded taxes against the amount of tax which is due upon the next monthly return.

3.20.200 Bundling taxable and non-taxable charges.

If a non-taxable service and a taxable service are billed together under a single charge, the entire charge shall be deemed taxable unless the Service Supplier or taxpayer reasonably identifies actual charges not subject to the utility users tax based upon books and records that are kept in the regular course of business, in a manner consistent with generally accepted accounting principles. The Service Supplier or Taxpayer has the burden of proving the proper apportionment of taxable and nontaxable charges.

3.20.210 Exemptions.

A. Nothing in this Chapter shall be construed as imposing a tax upon:

(1) Any Person or service if imposition of such tax upon that Person or service would be in violation of a federal or California statute, the Constitution of the United States or the Constitution of the State of California;
(2) The City;
(3) Any person who is exempt under section 3.20.050 of this Chapter;

B. The exemptions granted by this Section shall not eliminate the duty of the Service Supplier from collecting taxes from such exempt individuals, or the duty of such exempt individuals from paying such taxes to the Service Supplier; unless an exemption is applied for by the Service User and granted in accordance with the provisions of this Section.

C. Any Service User exempt from the taxes imposed by this Chapter because of the provisions of subsection A, above, may file an application with the Tax Administrator for an exemption. Such application shall be made upon a form supplied by the Tax Administrator; and shall state those facts, declared under oath, which qualify the applicant for an exemption.

D. The Tax Administrator shall review all such applications, and shall certify as exempt those applicants determined to qualify therefor; and shall notify all Service Suppliers affected that such exemptions have been approved. For each exemption, the following information shall be transmitted to the Service Supplier:

(1) Name of exempt applicant;
(2) Account number shown on utility bill;
(3) Address to which exempt service is being supplied; and
(4) Any other information as may be necessary for the Service Supplier to remove the exempt Service User from its tax billing procedure.

E. Upon receipt of such notice, the Service Supplier shall not be required to continue to bill any further tax imposed by this Chapter from such exempt Service User, until further notice by the Tax Administrator is given. The Service Supplier shall eliminate such exempt Service User from its tax billing procedure no later than sixty (60) days after receipt of such notice from the Tax Administrator.

F. All exemptions shall continue and be renewed automatically by the Tax Administrator, so long as the prerequisite facts supporting the initial qualification for exemption shall continue; provided, however, that the exemption shall automatically terminate with any change in the service address or residence of the exempt individual; further provided such individual may nevertheless apply for a new exemption with each change of address or residence.

G. The Tax Administrator shall have the power and right to demand evidence of continued eligibility of a Service User for exemption under the provisions of this Section. Such evidence may include, but need not be limited to, copies of business records, letters or statements from the Social Security Administration, copies of income tax returns, and such other evidence concerning the Service User or other members of his or her household as may tend to prove or disprove such eligibility. Failure to provide such evidence as is within the control of a Service User to so provide, either directly by him or by his consent or the consent of a member of his or her household when such evidence is requested of the Service User in writing by the Tax Administrator, shall be grounds for the immediate discontinuance of the Service User's eligibility for exemption under the provisions of this Section. Evidence provided to the Tax Administrator upon request, or voluntarily provided by the Service User without request, may not be used against such Service User as evidence of violation of the provisions of this Section; such evidence may only be used as grounds for termination of the exemption herein provided.

H. Any individual exempt from the tax shall notify the Tax Administrator within ten (10) days of any change in fact or circumstance which might disqualify said individual from receiving such exemption. It shall be a misdemeanor for any Person to knowingly receive the benefits of the exemptions provided by this Section, when the basis for such exemption either does not exist or ceases to exist.

I. Notwithstanding any of the provisions hereof, any Service Supplier who determines by any means that a new or nonexempt Service User is receiving service through a meter or connection exempt by virtue of an exemption issued to a previous user or exempt user of the same meter or connection, such Service Supplier shall immediately notify the Tax Administrator of such fact; and the Tax Administrator shall conduct an investigation to ascertain whether or not the provisions of this Section have been complied with, and where appropriate, order the Service Supplier to commence collecting the tax from the nonexempt Service User.

J. If the Tax Administrator determines that an application for exemption is faulty, or that the applicant has failed to truthfully set forth such facts, the application for the exemption shall be denied in writing to the applicant. The applicant shall thereafter have a right to file an amended application for exemption; or to appeal the Tax Administrator's decision to the City Manager within a 10-day period after the mailing date of the Tax Administrator's rejection. In the case of an appeal, the City Manager shall review the facts in consultation with the City Attorney, and shall render a final determination on such appeal.

K. Upon request of the Tax Administrator, a Service Supplier, or its billing agent, shall provide a list of the names and addresses of those customers which, according to its billing records, are deemed exempt from any tax imposed under this Chapter.

3.20.220 No injunction or writ of mandate.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against this City or against any officer of the City to prevent or enjoin the collection under this Chapter of any tax or any amount of tax required to be collected and/or remitted.

3.20.230 Annual Review and Report.

The City shall prepare an annual report regarding the Utility Users Tax setting forth the amount of tax collected under this Chapter during the preceding fiscal year, a comparison of the amount of tax collected as compared to prior years and any recommendations concerning the audit or expenditure of the funds collected and/or

remitted in accordance with this Chapter. Such annual report shall be presented to the City Council and shall be a public document and made available to the public.

3.20.240 Amendment or repeal.

Taxes imposed by this Chapter may be decreased, repealed or amended by the City Council, but may not be increased without a vote of the people as required in California Constitution Article XIIIC and California Government Code Section 53750(h).

Section 2. **Majority Approval**. This Ordinance shall be effective only if approved by a majority of the voters voting thereon (50% + 1) and shall go into effect ten (10) days after the vote is declared by the City Council.

Section 3. **Severability**. If any section, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, sentences, clauses, phrases, or portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Los Alamitos hereby declare that they would have adopted each section, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, sentences, clauses, phrases, or portions of this Chapter be declared invalid or unenforceable and, to that end, the provisions of this Ordinance are severable.

Section 4. **Execution**. The Mayor is hereby authorized to attest to the adoption of this Ordinance by signing where indicated below.

Section 5. **Certification.** The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published in a manner required by law.

PASSED, APPROVED AND ADOPTED BY A VOTE OF THE PEOPLE the 6th day of November, 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 Ordinance was adopted by a vote of the people during the General Municipal Election held on the 6th day of November, 2012.

_____
Angie Avery, City Clerk

City of Los Alamitos

Agenda Report	December 17, 2012
Mayor and City Council	Item No: 10A

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

Via: Angie Avery, City Manager

From: Windmera Quintanar, CMC, Department Secretary

Subject: City Council Reorganization

Summary: This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. The City's Charter requires roll call votes be taken for the election of these two Officers.

Recommendation: Elect the following Officers:

1. Mayor
2. Mayor Pro Tem

Background

Administrative Regulation 2.1, adopted on December 6, 2004, requires the elections for the Office of Mayor and the Office of Mayor Pro Tem occur annually at the first regular meeting in December. The Mayor and the Mayor Pro Tem serve at the pleasure of the City Council. The procedure states that the City Clerk shall conduct the election for the Office of Mayor. The newly-elected Mayor shall then conduct the election for the Office of Mayor Pro Tem. Each election shall be conducted by a roll call vote of the City Council.

Discussion

The City Council last reorganized on December 19, 2012. Procedure calls for Mayor Edgar to relinquish the Chair to the City Clerk in order that the election for the Office of Mayor may be conducted. The newly-elected Mayor would then conduct the election for the Office of Mayor Pro Tem.

The City's Charter requires roll call votes be taken for the election of these two Officers. A second is not required for nominations and nominations will be considered in the order received.

Fiscal Impact

Minimal cost for printing new letterhead and business cards.

Submitted By:

Windmera Quintanar, CMC
Department Secretary

Approved By:

Angie Avery
City Manager