

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

REVISED AGENDA CITY COUNCIL REGULAR MEETING

Monday, May 20, 2013 – 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 Edgar
Council Member Grose
Council Member Murphy
Mayor Pro Tem Graham-Mejia
Mayor Kusumoto

Sunburst Youth Academy Student Council

DominiQ Castanon	Bithia Garcia	Fabian Reynoso
Harold Orozco	Emely Mercado	Tino Ruiz
Sandy Arellano	Marco Palacios	Seke Snoh
Brenda Copple	Guadalupe Perez	Angello Mundaca
Carmen Flores	Joseph Reyes	Adrianna Vargas

3. **PLEDGE OF ALLEGIANCE** DominiQ Castanon

4. **INVOCATION** Angello Mundaca

5. **PRESENTATIONS**

- A. **Presentation of a Certificate of Recognition to Althea Miller, LATV-3 Producer**
- B. **Presentation of Proclamation to Chief Abel, Orange County Fire Authority, for "Drowning Prevention Summer"**
- C. **Presentation to the City Council by Recreation and Community Services Director Lakin and Recreation Manager Moya of an American Flag Flown in Battle on "Spartan 41" and Mementos from the Race on the Base "Shadow Run" in Afghanistan**
- D. **Introduction of the Youth Ambassadors by Johnnie Strohmyer, Chamber of Commerce**

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**

Ratify the Register of Major Expenditures for April 15, 2013, to May 20, 2013, in the amount of \$1,348,453.75, 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 of May 21, 2013, to June 16, 2013.

Roll Call Vote

Council Member Edgar
Council Member Grose
Council Member Murphy
Mayor Pro Tem Graham-Mejia
Mayor Kusumoto

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 April 15, 2013.

B. Warrants (Finance)
Approve the Warrants for May 20, 2013, in the amount of \$58,693.59, and ratify the Warrants for the time period for April 16, 2013, to May 19, 2013, in the amount of \$149,892.86, 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 of May 21, 2013, to June 16, 2013.

C. City Council Policy on Summary Minutes (City Clerk)
On April 15, 2013, Council voted to return to Summary Minutes as the formal record of the City. This report formalizes that policy.

Recommendation: Adopt Resolution 2013-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ESTABLISHING SUMMARY MINUTES FORMAT FOR CITY COUNCIL MEETINGS."

D. Los Alamitos Cable Television – Disposal of Obsolete Equipment (Finance)
The Los Alamitos Cable Television Commission is requesting the City Council approve the disposal of obsolete equipment related to the operation of Los Alamitos Television (LATV).

Recommendation: Approve the disposal of the listed obsolete equipment.

E. Establishment of a Preferred Vendor List for On-Call CEQA Services (Community Development)
This report recommends four consultants to select from as needed for on-call California Environmental Quality Act (CEQA) services for projects that require environmental assessment studies that go beyond categorical exemptions.

Recommendation: Authorize the City Manager to establish a preferred vendor list comprised of Keeton Kreitzer, PCR Services, GRC Associates, and The Planning Center, for large projects.

F. Agreement for Prosecution Services by the District Attorney of Orange County (City Manager)
The City of Los Alamitos has contracted for prosecution services with the Orange County District Attorney's Office for years past. Our current agreement for prosecution services will expire on June 30, 2013. Government Code Section 51302 states that Agreements cannot be extended beyond a five year period without the affirmative action of both parties. The attached Agreement is proposed for a five-year period beginning July 1, 2013.

Recommendation: Authorize the City Manager to execute the Agreement for Prosecution Services by the District Attorney of Orange County.

G. Pool Service and Maintenance Contract (Recreation)
This agenda item is a contract for service and maintenance of the pool.

Recommendation: Authorize the City Manager to execute a contract with Commercial Aquatic Services Inc. for service and maintenance at the pool. This contract is for a one-year contract with two optional one-year extensions. The contract is not to exceed \$15,000 annually.

H. Activities Guide Brochure Printing Contract (Recreation)
This agenda item is a contract for the printing of the Recreation and Community Services Activities Guide.

Recommendation: Authorize the City Manager to execute the one-year contract with two one-year optional extensions in an amount not to exceed \$15,000 per year with Weber Printing Company, Inc. to print the Recreation and Community Services Activities Guide.

I. Award Bid for Museum Roof Repair Project (CIP No. 12/13-05) (Public Works)

This report recommends action to begin facilitating the construction of the Museum Roof Repair Improvement Project (CIP No. 12/13-05).

Recommendation:

1. Award construction of the Museum Roof Repair Improvement Project (CIP No. 12/13-05) to All Weather Roofing, Inc. in the amount of \$28,500.00; and,
2. Authorize the Mayor to execute the contract for the project; and,
3. Due to the age of the building and the small size of the contract, authorize City Engineer to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$5,700.00, which is 20% of the original contract amount.

J. Award Bid for Commercial Street Improvement Project (CIP No. 12/13-06) (Public Works)

This report recommends action to begin facilitating the construction of the Commercial Street Improvement Project (CIP No. 12/13-06) which consists of four commercial streets: Cerritos Avenue between Bloomfield Street and Santa Clara Street; Los Vaqueros Circle; southern section of Humbolt Street; and, Reagan Street between Briggeman Drive and Catalina Street.

Recommendation:

1. Award construction of the Commercial Street Improvement Project (CIP No. 12/13-06) to Sequel Contractors in the amount of \$510,457.80; 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 \$51,046.00, which is 10% of the original contract amount.

K. Award Bid for Coyote Creek Park Project (CIP No. 12/13-04)
(Public Works)

This report recommends action to begin facilitating the construction of the Coyote Creek Park Improvement Project (CIP No. 12/13-04).

Recommendation:

1. Award construction of the Coyote Creek Park Improvement Project (CIP No. 12/13-03) to Pima Corporation, Inc. in the amount of \$601,487.86; and,
2. Authorize the Mayor to execute the contract for the project; and,
3. Authorize City Manager to execute change orders and alternate bid items, if necessary, in an amount not to exceed the contingency reserve of \$120,297.57, which is 20% of the original contract amount.

9. DISCUSSION ITEMS

A. Software Options for Transparency (City Clerk)

On April 15, 2013, Council briefly discussed the possibility of incorporating available technology to help streamline the minute preparation process, as well as providing additional transparency.

Recommendation: Action as Council deems appropriate.

B. Winter Wonderland (Recreation)

This report provides the City Council information about the December special event Winter Wonderland. Staff is seeking approval to continue co-hosting the revenue-offset event.

Recommendation: Authorize Staff to continue co-hosting the Winter Wonderland event.

C. Item Removed

- D. Proposition 30-Local Control Funding Formula (LCFF) (City Manager)**
Mayor Pro Tem Graham-Mejia has requested Council discuss Governor Brown's proposed Local Control Funding Formula (LCFF) for public education.

Recommendation: Direct Staff to draft a letter to urge the legislature to vet the LCFF Proposal through policy committees and public hearings before making a decision.

- E. Consideration of the Legislative Platform for 2013 (City Manager)**
The Legislative Action Report identifies the City's Legislative Platform for 2013 and provides program procedures for the City to effectively participate in the legislative process.

Recommendation: Review and adopt the proposed Legislative Platform for 2013.

- F. Establishing Council Meeting Time Limits (City Clerk)**
On April 15, 2013, Council Member Grose, with the support of Mayor Kusumoto, requested Staff research the possibility of not starting any new business after 10:00 p.m. This item discusses establishing Council meeting time limits.

Recommendation:

1. Adopt Resolution 2013-09, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING COUNCIL MEETING TIME LIMITS"; or,
2. Action as Council deems appropriate.

10. MAYOR AND COUNCIL INITIATED BUSINESS

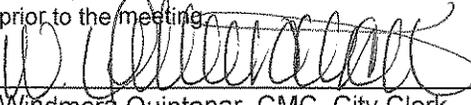
Council Announcements

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

11. ITEMS FROM THE CITY MANAGER

12. ADJOURNMENT

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.


Windmer Quintanar, CMC, City Clerk

5/17/13
Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
May 20, 2013

To Ratify

Pages:

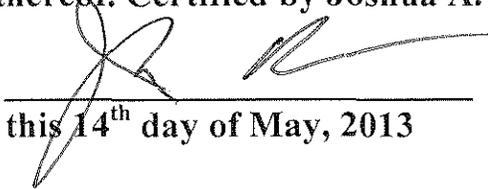
01	\$ 121,620.64	Advance Warrants	04/22/2013
02	\$ 423,094.51	Advance Warrants	04/29/2013
03	\$ 13,805.66	Advance Warrants	05/06/2013
	\$ 141,906.49	Payroll	04/12/2013
	\$ 95,802.92	Payroll Benefits	04/12/2013
	\$ 148,479.53	Payroll	04/26/2013
	\$ 163,906.33	Payroll Benefits	04/26/2013
	\$ 144,615.25	Payroll	05/10/2013
	\$ 95,222.42	Payroll Benefits	05/10/2013

Total \$ 1,348,453.75

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 May 21, 2013 to June 16, 2013.

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 Joshua A. Brooks, Finance Director.


 this 14th day of May, 2013

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CITY OF CYPRESS	WEST COMM JPA - FY 12/13	GENERAL FUND	COMMUNICATIONS TECHNOL	74,826.90
			TOTAL:	74,826.90
CITY OF LONG BEACH	ANIMAL CONTROL - 3QFY13	GENERAL FUND	ADMINISTRATIVE SERVICE	13,453.00
			TOTAL:	13,453.00
REFLEX TRAFFIC SYSTEMS, INC.	INTERSECTION COMM PHOTO ENFORCEMENT - MAR	GENERAL FUND	TRAFFIC	75.00
			TRAFFIC	13,728.00
			TOTAL:	13,803.00
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS SLO-PITCH FLD/LAUREL PRK MCAULIFFE PARK PUMP STATIONS CITY HALL POLICE STATION COMMUNITY CENTER	GENERAL FUND	STREET MAINTENANCE	14,233.45
			PARK MAINTENANCE	604.07
			PARK MAINTENANCE	453.76
			BUILDING MAINTENANCE	253.97
			BUILDING MAINTENANCE	725.15
			BUILDING MAINTENANCE	1,472.26
			BUILDING MAINTENANCE	1,795.08
			TOTAL:	19,537.74

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===== FUND TOTALS =====
10  GENERAL FUND                121,620.64
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      GRAND TOTAL:                121,620.64
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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES - MAR	GENERAL FUND	BUILDING INSPECTION	22,402.62
	NPDES INSPECTIONS - MAR	GENERAL FUND	NPDES	1,461.50
	TOTAL:			23,864.12
SEQUEL CONTRACTORS, INC.	OLD TOWN WEST	C.D.B.G	CAPITAL PROJECTS	151,678.35
	OLD TOWN WEST	GAS TAX	CAPITAL PROJECTS	23,223.38
	RETENTION	MEASURE M	NON-DEPARTMENTAL	7,583.92-
	RETENTION	MEASURE M	NON-DEPARTMENTAL	9,283.75-
	RETENTION	MEASURE M	NON-DEPARTMENTAL	1,161.17-
	OLD TOWN WEST	MEASURE M	CAPITAL PROJECTS	185,675.00
TOTAL:			342,547.89	
WILLDAN ENGINEERING	CODE ENFORCE SERVICES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	7,020.00
	CITY ENGINEER SERVICES	GENERAL FUND	CITY ENGINEER	3,800.00
	PLAN CHECKING SERVICES	GENERAL FUND	CITY ENGINEER	6,857.50
	OLD TOWN WEST	GAS TAX	CAPITAL PROJECTS	1,641.60
	OLD TOWN WEST INSPECTION	GAS TAX	CAPITAL PROJECTS	13,107.15
	ORV LEWIS PRK BSKTBALL CRT	BUILDING IMPROVEME	CAPITAL PROJECTS	693.00
	ORV LEWIS PRK BSKTBALL CRT	BUILDING IMPROVEME	CAPITAL PROJECTS	269.50
	OLD TOWN WEST	MEASURE M	CAPITAL PROJECTS	1,398.40
	OLD TOWN WEST INSPECTION	MEASURE M	CAPITAL PROJECTS	11,165.35
	COYOTE CREEK PARK	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	10,730.00
	TOTAL:			56,682.50

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

10	GENERAL FUND	41,541.62
19	C.D.B.G	151,678.35
20	GAS TAX	37,972.13
25	BUILDING IMPROVEMENT	962.50
26	MEASURE M	180,209.91
41	RIVERS/MTNS. CONSERVANCY	10,730.00

GRAND TOTAL:		423,094.51

TOTAL PAGES: 1

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
REFLEX TRAFFIC SYSTEMS, INC.	PHOTO ENFORCEMENT - APR INTERSECTION COMM	GENERAL FUND GENERAL FUND	TRAFFIC TRAFFIC	13,728.00 77.66
			TOTAL:	<u>13,805.66</u>

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===== FUND TOTALS =====
10  GENERAL FUND                13,805.66
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      GRAND TOTAL:              13,805.66
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TOTAL PAGES: 1

**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 – April 15, 2013

1. CALL TO ORDER

The City Council met in Regular Session at 6:01 p.m., Monday, April 15, 2013, in the Council Chamber, 3191 Katella Avenue, Mayor Kusumoto presiding.

2. ROLL CALL

Present: Council Members: Edgar, Grose, Murphy, Mayor Pro Tem
Graham-Mejia, Mayor Kusumoto

Absent: Council Members: None

Present: Staff: Gregory D. Korduner, Interim City Manager
Steve Skolnik, Interim City Attorney
Tony Brandyberry, Public Work Superintendent
Joshua A. Brooks, Finance Director
Dave Hunt, City Engineer
Corey Lakin, Community Services Director
Todd Mattern, Police Chief
Steven Mendoza, Community Development Director
Cassandra Palmer, Support Services Manager
Windmera Quintanar, CMC, City Clerk

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Graham-Mejia led the Pledge of Allegiance

4. INVOCATION

Council Member Grose gave the Invocation.

5. PRESENTATIONS

A. Presentation of a Proclamation to West-Comm Representatives: Marie Pope, Acting Dispatch Supervisor; Kathie Moen, Lead Dispatcher; and, Michael Berry, Dispatcher for National Telecommunicator's Week

Mayor Kusumoto and the City Council presented a Proclamation to the West-Comm representatives.

B. Presentation of Certificates of Appreciation to the Race on the Base Sponsors

Recreation and Community Services Director Lakin, Mayor Kusumoto and the City Council presented Certificates of Appreciation to the Race on the Base Sponsors and Military personnel.

Mayor Kusumoto and the City Council presented a donation to the Morale, Welfare, and Recreation Fund in the amount of \$10,000 and an additional \$1,100 from the fundraising partnership with Johnny' Rebs.

6. ORAL COMMUNICATIONS

Mayor Kusumoto opened Oral Communications.

Beth Piburn, resident, stated opposition to the Cypress Development and urged the Council to support its citizens.

Don Sward, Cypress resident, stated opposition to the Cypress Development and urged the Council not to make concessions with Cypress.

Lois Waddle, resident, submitted a letter of opposition to the Cypress Development (Attachment 1) and stated she was encouraging Cypress to support a recreational wildlife park on the site. She asked that Council support the idea.

Brian Gorman, LAYB representative, indicated the City of Los Alamitos was awarded the honor of hosting the 2013 World Series for 12 year old PONY baseball. He urged Council to participate and get the City involved for this national event.

Alice Jempsa, resident, stated support for agenda item 8D as the Cable Commission had done its due diligence in providing the recommendation.

Art Debolt, resident, stated opposition to agenda item 9A and urged the Council to adopt summary minutes for transparency and historical context.

JM Ivler, resident, requested the City make a public records request to the City of Cypress for all information regarding the Los Alamitos Race Track (LART) agreement and Measure L and have the information posted on the City's webpage. He stated information regarding the Cypress development was available at www.oc4us.com.

Jody Shloss, resident, stated opposition to the Cypress development and spoke regarding www.oc4us.com. She stated opposition to action minutes and felt summary minutes provided transparency and history.

Mayor Kusumoto closed Oral Communications.

7. REGISTER OF MAJOR EXPENDITURES

Motion/Second: Edgar/Murphy

Unanimously Carried: The City Council approved the Register of Major Expenditures for April 15, 2013, in the amount of \$36,399.55, ratify the Register of Major Expenditures for March 19, 2013 to April 14, 2013 in the amount of \$809,683.15 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 April 16, 2013 to May 19, 2013.

Roll Call Vote

Council Member Edgar	Aye
Council Member Grose	Aye
Council Member Murphy	Aye
Mayor Pro Tem Graham-Mejia	Aye
Mayor Kusumoto	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 Graham-Mejia pulled items 8A and 8D.

Council Member Murphy pulled items 8B and 8C.

Motion/Second: Edgar/ Graham-Mejia

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

- E. Disposal of Surplus Equipment (Public Works)**
This report sets forth a recommendation to dispose of surplus equipment.

Recommendation: Declare the listed equipment as surplus, and authorize its disposal in accordance with the Los Alamitos Municipal Code.

- F. Authorization to Award a Purchase Order for Orville Lewis Park Basketball Court (Public Works)**

The Orville Lewis basketball court was installed in the 70's and is now in need of grinding and a new overlay of asphalt. This report recommends award of a Purchase Order to Vic's Concrete Breaking and Removal, in the amount of \$11,295.

Recommendations:

1. Authorize the City Manager to approve the grinding and overlay of asphalt for Orville Lewis Basketball Court project; and,

2. Award a Purchase Order for the lowest bidder to Vic's Concrete Breaking and Removal, in the amount of \$11,295, and reject all other bids.

G. Appointment of City Attorney (Community Development)

This report summarizes the City Attorney Recruitment.

Recommendation: Authorize the City Manager to execute the Agreement with Wallin, Kress, Reisman and Kranitz naming Cary Reisman as City Attorney.

H. Authorization to Apply for M2 Grant Funds(Community Development)

Consideration to authorize an application to the Orange County Transportation Authority (OCTA) for funds for the Environmental Cleanup, Tier 1 Grant Program.

Recommendation: Adopt Resolution No. 2013-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE STORM DRAIN SCREEN PROJECT (CITYWIDE)."

I. Meeting between Orange County Supervisor John Moorlach, Mayor Kusumoto, Mayor Pro Tem Graham-Mejia and Interim City Manager Greg Korduner to discuss various topics of interest (City Manager)

This report summarizes the April 4, 2013 meeting between Orange County Supervisor John Moorlach and Staff.

Recommendation: Receive and file.

J. Meeting Between United States Congressman Alan Lowenthal and City of Los Alamitos Representatives to Discuss Various Topics (CM)

This report summarizes the April 4, 2013 meeting between United States Congressman Lowenthal and Staff.

Recommendation: Receive and file.

K. Legislative Opposition – SB 7 (City Manager)

The League of California Cities requested an opposition letter for proposed legislation. Council considered the request at a Special meeting on April 5, 2013 and voted to send a letter of opposition.

Recommendation: Receive and file.

End of Consent Calendar

Items pulled from Consent Calendar

A. Approval of Minutes (City Clerk)

Mayor Pro Tem Graham-Mejia stated her preference for detailed summary minutes that gave descriptive explanation of Council meetings. She stated her opposition to action minutes and asked Council for their support of summary minutes for transparency and historical knowledge.

Council Member Edgar inquired what format the minutes were currently in.

City Clerk Quintanar indicated all the minutes were action minutes except for item 8A2, which were limited summary minutes.

Council Member Edgar inquired if Mayor Pro Tem Graham-Mejia's opposition was to the current summary minutes.

Mayor Pro Tem Graham-Mejia stated her opposition was to the amount of context (i.e. the bullet point listings). She indicated the specific comments of each Council Member should be recorded for the record and felt detailed summary minutes could be used to protect the City.

Motion/Second: Grose/Murphy

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

1. Approved the Minutes of the Special Meeting of March 12, 2013.
2. Approved the Minutes of the Regular Meeting of March 18, 2013.
3. Approved the Minutes of the Special Meeting of March 28, 2013.
4. Approved the Minutes of the Special Meeting of April 2, 2013.
5. Approved the Minutes of the Special Meeting of April 5, 2013.
6. Approved the Minutes of the Special Meeting of April 8, 2013.

B. Warrants (Finance)

Council Member Murphy referred to the rental of two stump grinders and requested Staff look into the benefits of renting equipment versus purchasing equipment. He then referred to the charge for brochure postage and inquired if all efforts were being made to keep cost down.

Recreation and Community Services Director Lakin answered in the affirmative.

Council Member Grose asked for an explanation of the charge from RHF Inc., for police patrol.

Police Chief Mattern stated the charge was the required recertification of five handheld radar units used for traffic.

Motion/Second: Graham-Mejia/Edgar

Unanimously Carried: The City Council approved the Warrants for April 15, 2013 in the amount of \$36,881.87 and ratified the Warrants for the time period for March 19, 2013 to April 14, 2013 in the amount of \$80,364.39, 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 April 16, 2013 to May 12, 2013.

**C. Fiscal Year 2011-12 Comprehensive Annual Financial Report (CAFR)
(Finance)**

This item transmits the Comprehensive Annual Financial Report for the Fiscal Year which ended on June 30, 2012.

Council Member Murphy stated concern for the timeliness and requested a schedule of financial reporting that can be expected on a regular basis.

Finance Director Brooks indicated it would be provided in the Confidential Weekly Memo.

Motion/Second: Graham-Mejia/Edgar

Unanimously Carried: The City Council received and filed the Comprehensive Annual Financial Report (CAFR), which included the Transmittal Letter and Management's Discussion and Analysis prepared by the Finance Department.

D. Purchase of Equipment for Los Alamitos Television (Finance)

The Los Alamitos Television Commission is requesting that City Council consider and approve the purchase of new equipment for the Los Alamitos Television operation.

Mayor Pro Tem Graham-Mejia requested the item be postponed to allow the LATV Ad Hoc Committee to meet with all parties as there were conflicting requests from the station parties at this time.

Council Member Grose indicated he was on the LATV Ad Hoc Committee and stated the item had been discussed thoroughly over the past six months. He indicated the Technical Committee had met and came to a conclusion which was then approved by the Cable Commission. He felt the Cable Commission had thoroughly vetted the item and stated opposition to postponing the item.

Mayor Pro Tem Graham-Mejia stated the Council had authority to review Commission decisions at any time and she had been informed the Technical Committee had not reached a consensus. She added there was limited funding and urged moving forward cautiously. She reiterated support for delaying the item to allow the Commission and Committee to reach a consensus.

Council Member Edgar gave a brief history of the Cable Commission and stated his understanding the Technical Committee had voted 3/2 and the Cable Commission had voted 4/1. He inquired if Staff was supportive of the recommendation.

Interim City Manager Korduner answered in the affirmative. He stated Finance Director Brooks, the Technical Committee, and he had done a site inspection and Staff did not detect any opposition to the proposal. He stated Doug Wood, LATV Consultant, had approved the equipment list. He indicated the LATV Ad Hoc Committee requested the equipment list go back to the Technical Committee for an additional review.

Finance Director Brooks stated the Technical Committee is not a voting body and only participated in an open ended discussion.

Interim City Manager Korduner and Finance Director Brooks stated the presented list was a compromise that was vetted out by the Cable Commission. The Cable Commission was presented with both versions of the equipment purchase and the Technical Committee was present. The Cable Commission had voted for approval.

Council Member Edgar stated he saw no reason for postponing the time as the Cable Commission had voted approval 4/1.

Council Member Murphy stated he had received an email stating the Technical Committee was opposed to the equipment list by 3/2.

Mayor Kusumoto stated he was part of the LATV Ad Hoc Committee and was not able to attend the meeting due to prior obligations. He stated requested support for appointing Mayor Pro Tem Graham-Mejia to the Committee in his place. He stated his support for postponing the item as it was a \$40,000 expenditure from \$44,000 available funds. He stated concern for the sequence of purchasing versus phasing in the equipment.

Council Member Grose stated concern the wrong message would be sent to the Commission should the Council override its recommendation as it had done its due diligence. He indicated there was dissention within the Technical Committee and did not feel the Commission vote would change.

Mayor Pro Tem Graham-Mejia acknowledged the Commission's dedicated work, but did not think the request to postpone was uncustomary. She gave an example of when the Traffic Commission had recommended not installing stop signs in Old Town West. The City Council had reviewed the decision and approved the installation of stop signs. She felt postponing was a necessary step to protect the funding and stated past purchases were made hastily and did not provide the biggest benefit to the City. She stated Council should make an informed decision to protect the reserves.

Mayor Kusumoto inquired which Commissioner had cast the dissenting vote. Council Member Grose indicated it was Steve Clayton. Mayor Kusumoto inquired if he also sat on the Technical Committee. Council Member Grose deferred to Cable Commission Chair Underwood in the audience who answered in the affirmative.

Council member Edgar reiterated support for moving forward.

Motion/Second: Graham-Mejia/Murphy

Carried 3/2 (Edgar and Grose cast the dissenting vote): The City Council postponed the item to allow the Technical Committee and Cable Commission to meet again and forward a consensual recommendation to the City Council.

9. DISCUSSION ITEMS

A. City Council Policy on Amendment of City Council Minute Format (City Clerk)

On August 2, 2010 the City Council adopted Resolution 2010-16 which established the policy for Action Minute format. Mayor Pro Tem Graham-Mejia asked to agendaize this item to readdress the format in which minutes are prepared. The item was postponed from the March 18, 2013 meeting. Additional information has been included regarding available technology.

City Clerk Quintanar summarized the Staff report, referring to the information contained therein, and answered questions from the City Council.

Council Member Edgar inquired why the policy had not been implemented to date.

City Clerk Quintanar indicated the direction from Management was to leave the minute format status quo and that shortly after being appointed the City Clerk, Mayor Pro Tem Graham-Mejia requested the item come back to Council.

Council Member Edgar stated concern for a lack of compliance with Council policies and gave a brief history of past City Clerk's experience. He inquired why City Clerk Quintanar had not implemented the policy since being in the position and inquired if she lacked the ability to produce the minutes.

City Clerk Quintanar indicated she had been pushing the minutes towards action minutes and had the technical ability to produce action minutes. She stated she would implement the Council's preference immediately.

Council Member Murphy inquired how long a draft of summary minutes and draft action minutes would take to produce. He pointed out the table in the Staff report indicated Los Alamitos used limited summary minutes even though the policy was for action minutes.

City Clerk Quintanar indicated draft summary minutes could be available within two weeks and action minutes could be available the next day.

Council Member Grose stated support for following Council policy. He indicated the City Clerk is an employee of the City Council who receives day to day instruction from the City Manager. He clarified the City Council appoints the City Manager, City Clerk, and the contract for the City Attorney. All other functions of the City fall under the City Manager. He stated in the future should an employee receive conflicting direction from management, that it should be reported to the City Council. He referred to Granicus software and felt it was an online solution that would be acceptable to the Council and the public for transparency. He gave a brief overview of the benefits.

Mayor Kusumoto clarified City Clerk Quintanar had followed direction from City Manager Stewart who was appointed as City Clerk, City Manager Angie Avery who was appointed as City Clerk, and Interim Deputy City Clerk Mendoza. He stated after City Clerk Quintanar's appointment in January, she had complied with the spirit of the policy by moving towards action minutes and she had not received any direction from Council that the minutes were not in compliance. He inquired where the DVDs of Council meetings could be requested and if they were available online.

City Clerk Quintanar stated DVDs were available through the City Clerk's Office. She stated there was a link to the video online, but the videos were not hosted by the City.

Mayor Kusumoto stated his understanding was summary minutes would not be too labor intensive.

Mayor Kusumoto opened the item for public comment.

JM Ivler, resident, stated support for detailed summary minutes as they provided content, clarity, and historical context. He stated opposition to the line of questioning used towards Staff.

Jody Shloss, resident, stated support for summary minutes and online software similar to what the OC Board of Supervisors uses. She felt the minutes should reflect how and why Council voted on items.

Mayor Kusumoto inquired if there was a procedural concern.

Interim City Attorney Skolnik indicated Council Member Edgar had inquired if the public could speak twice on an item. He stated previous conversations with Mayor Kusumoto indicated the practice was to allow the public to speak during Oral Communications and the agenda item. He indicated the public should only speak once on the subject matter.

Mayor Pro Tem Graham-Mejia indicated historically the public was not discouraged from addressing the Council twice.

Javier Mejia, resident, stated opposition to the line of questioning used towards Staff. He stated support for summary minutes and felt the minutes in their current format were not sufficient.

Lois Waddle, resident, stated support for summary minutes for transparency and in light of the upcoming Cypress development. She stated support for additional Staff to ensure summary minutes could be implemented.

Interim City Manager Korduner stated a part-time Clerical Assistant had started with the City Clerk's Office today.

Mayor Kusumoto closed the item for public comment.

Motion: Grose/Murphy

Direct Staff to obtain a firm proposal from Granicus that would allow the minute capability, online access, and transcription.

Substitute Motion: Graham-Mejia/Kusumoto

Adopt summary minutes and direct Staff to move forward with researching Granicus.

Council Member Edgar reiterated the minutes were a concern for the previous City Clerk and the policy had been brought forward as an efficiency item. He stated Council put the policy in place to assist Staff.

Mayor Pro Tem Graham-Mejia felt with the hiring of a part-time person, appointment of a City Clerk, and once a month meetings, this was an opportunity to move forward with summary minutes. Staff had indicated summary minutes were not too labor intensive. She reiterated support for summary minutes as they would be a better tool for the City and stated support for receiving draft minutes in advance.

Council Member Murphy stated concern the policy for action minutes had not been followed to date. He stated support for fully researching the options available through Granicus and summary minutes in their current format or with additional information. He stated concern for interpretation of the transcriber and stated support online posting of the minutes that would not rely on interpretation of the minutes through software such as Granicus or YouTube. He requested inclusion of the Commissions be included in the Granicus research.

Mayor Kusumoto stated support for summary minutes as they provided a historical archive. He felt watching the video recording would be too cumbersome for the average person and stated an interest in the cost of Granicus. He stated frustration for reference to not following the Municipal Code.

Mayor Pro Tem Graham-Mejia called for the question.

Motion/Second: Graham-Mejia/Murphy

Carried 4/1 (Edgar cast the dissenting vote): The City Council approved:

1. Implementing summary minutes immediately; and,
2. Directed Staff to obtain a firm proposal from Granicus that would allow the minute capability, online access, and transcription.

Council Member Edgar stated for the record he voted no because he could not reinforce the insubordination of following the City ordinances.

B. Vehicle/Equipment Replacement Policy (Public Works)

City Council requested that the Fleet Maintenance staff have a vehicle/equipment replacement policy in place. Staff has researched various surrounding cities' policies and tailored a policy to meet the City of Los Alamitos' needs. Staff recommends approval of the proposed policy.

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

Mayor Pro Tem Graham-Mejia stated support for the report and inquired regarding the sale or transfer to non-profit entities.

Public Works Superintendent Brandyberry stated it was part of the City's current surplus policy and had been incorporated for consistency.

Mayor Pro Tem Graham-Mejia inquired if the profits from the sale or transfer of the vehicles would be donated to non-profits.

Public Works Superintendent Brandyberry answered in the negative.

Mayor Pro Tem Graham-Mejia stated she was not comfortable with this section as there was a potential for favoritism amongst the non-profits.

Council Member Edgar stated this policy would help to manage the Garage Fund. He indicated he would like to see a depreciation schedule and inquired what the impact to the budget would be if this policy was implemented.

Finance Director Brooks indicated that information could be incorporated into the upcoming budget process.

Council Member Grose stated he would like to include a listing of the current fleet and where it is assigned. He stated the Garage Fund tended to be used in an inappropriate manner and stated he would like to see the maintenance funds earmarked in a manner that would not allow for future misuse.

Mayor Kusumoto inquired how long it would take Staff to develop the estimated cost associated with this policy.

Finance Director Brooks indicated it could be prepared in time for the first budget session, if not sooner.

Mayor Kusumoto inquired if the Council would vote on the donation to non-profits.

Finance Director Brooks answered in the affirmative.

Council Member Edgar stated he would like to see a reference to the direct link between the policy and the Garage Fund.

Mayor Kusumoto opened the item for Public Comment.

Javier Mejia, resident, suggested the Council list the vehicles online so interested non-profits could apply for them and the information would be available to everyone.

Mayor Kusumoto closed the item for Public Comment.

Motion/Second: Grose/Murphy

Motion: Adopt Resolution 2013-07, entitled, "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE VEHICLE/EQUIPMENT REPLACEMENT POLICY."

Council Member Edgar stated he could not approve the policy without seeing the financial impact to the budget.

Mayor Kusumoto inquired to the sale or transfer to a non-profit.

Community Development Director Mendoza indicated the clause provided options for Council when Staff recommended surplus. A Staff report would still come before Council and surplus items traditionally went to auction.

Council Member Murphy stated opposition to the inclusion as it allowed too much chance for favoritism.

Mayor Kusumoto stated he was not opposed to the policy, but wanted to see the financial impact before adoption.

Motion/Second: Grose/Murphy

Carried 3/2 (Edgar and Kusumoto cast the dissenting vote): The City Council adopted Resolution 2013-07, entitled, "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE VEHICLE/EQUIPMENT REPLACEMENT POLICY."

Council Member Grose clarified Staff would bring forward the financial impacts of the policy as part of the budget process.

RECESS

The City Council took a brief recess at 8:07 p.m.

RECONVENE

The City Council reconvened in Regular session at 8:21 p.m.

Interim City Manager Korduner introduced the new City Attorney, Cary Reisman. Mr. Reisman thanked the Council and stated he looked forward to working with the City.

Mayor Kusumoto thanked Interim City Attorney Skolnik for his service to the City.

Interim City Attorney Skolnik thanked Council for the opportunity and indicated support for hiring Mr. Reisman.

C. Business Watch Program (Police)

This report served to provide information about Community Outreach, a Business Watch program and/or Business Watch signage in support of a non-sponsored citizen patrol for City Council's consideration.

Police Chief Mattern summarized the Staff report, referring to the information contained therein, and answered questions from the City Council.

Mayor Kusumoto inquired if surrounding communities had similar programs and if the effectiveness was similar to Neighborhood Watch.

Police Chief Mattern stated other communities had volunteer programs that required more staff involvement and that he had not personally seen this type of program before.

Mayor Pro Tem Graham-Mejia gave a brief background on the program and stated business owners had reached out to her to form a relationship with the City and possibly build the groups numbers. She indicated the signs would let people know there was a Business Watch Program and there was a risk of getting caught. She stated the business theft included stealing copper parts, rims and wheels, batteries and catalytic convertors. She felt it was important to support the businesses that were being negatively impacted.

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

Council Member Grose stated to his knowledge the business had not reached out to the Chamber of Commerce and inquired if the incidents were taking place in a particular area.

Chief Mattern indicated one gentleman was concerned about his commercial vehicles and the other gentleman was from an antique shop.

Council Member Grose inquired if there was a formalized Neighborhood Watch Program in the City. Chief Mattern answered in the negative.

Council Member Grose stated concern for the cost and effectiveness of the signs. He suggested implementing a decal for windows as a first step.

He stated support for the issue, but was hesitant that signs would fully address the concern.

Council Member Murphy inquired if business had been approached to sponsor the signage.

Mayor Pro Tem Graham-Mejia answered in the negative, stating she felt it would make the supportive businesses more of a target by having their names on the signs.

Motion/Second: Graham-Mejia/Kusumoto

1. Authorize Staff to begin a systematic deployment of Business Watch signs in support of the business owners' patrol with an allocation of \$10,000 in account 10.542.5201 for Fiscal Year 2012-13; or,
2. Direct Staff to take action City Council deems appropriate at this time.

Council Member Edgar stated his perspective that crime increase was not the issue, but crime prevention was. He stated concern for the unfunded amount of \$10,000 for the project and indicated he had reached out to the Chamber of Commerce who was supportive of coordinating such a program.

Chief Mattern stated there were occurrences of crime and any criminal activity was of concern for the Police Department. He indicated the individuals he had spoken to were concerned with recent incidents of criminal activity.

Council Member Edgar stated concern for the financial implications of such a program. He stated support for coordination of a program through the Chamber of Commerce and inquired to the urgency of the item.

Mayor Pro Tem Graham-Mejia indicated the item was brought forward at her request. She stated there were currently four businesses along Los Alamitos Blvd. that were patrolling business for suspicious activity and had reached out to her for support. She clarified this program was in the early stages of development and the group was working on increasing its numbers. She stated support for assisting the businesses.

Council Member Grose stated he would like to see a more detailed report to implement such a program and stated concern regarding liability of the citizen patrol group. He stated support for coordinating the program through the Chamber of Commerce and working with the businesses.

Chief Mattern stated he had informed the two businesses that met with him that the City was not endorsing the patrols and did not have any direct involvement with the program. He indicated the City did not have the ability to prohibit them from patrolling and reiterated Council Edgar's concern for budget priorities.

Mayor Pro Tem Graham-Mejia indicated she had also expressed to the group the City was not endorsing the program. She had recommended the group alert the Police Department of their activity.

Motion/Second: Graham-Mejia/Kusumoto
Motion Failed 2/3 (Edgar, Grose, Murphy cast the dissenting votes):

1. Authorize staff to begin a systematic deployment of Business Watch signs in support of the business owners' patrol with an allocation of \$10,000 in account 10.542.5201 for Fiscal Year 2012-13; or,
2. Direct Staff to take action City Council deems appropriate at this time.

D. Consideration of League of California Cities' Proposed Amendments to ByLaws (City Manager)

The League of California Cities (LOCC) is requesting cities to consider the two amendments to the LOCC Bylaws through a mail ballot.

Interim City Manager Korduner summarized the Staff report, referring to the information contained therein, and answered questions from the City Council.

Council Member Grose inquired if this affected the Palm Springs conference.

Interim City Manager Korduner clarified the conference was for SCAG and these amendments pertain to the Annual League of California Cities conference.

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

Motion/Second: Murphy/Kusumoto
Carried 4/1 (Graham-Mejia cast the dissenting vote): The City Council authorized the City Manager to execute the League of California Cities Ballot in favor of the Bylaws Amendments.

Mayor Pro Tem Graham-Mejia stated she had voted in opposition because she felt it was an attempt to limit the input by requiring a greater number of supporters to bring an item forward.

10. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

Mayor Pro Tem Graham-Mejia reported attendance at the Orange County Vector Control District's Sub-committee and requested the Council meeting be adjourned in memory of long time resident Tony Gianformaggio.

Council Member Murphy congratulated Chief Mattern on two high profile arrests and thanked Interim City Attorney Skolnik for his service to the City.

Council Member Grose reiterated congratulations to Chief Mattern and stated the events he attended were available for review on www.losal.net.

Council Member Edgar reported attendance at the Orange County Sanitation District meeting and inquired to the status of the Rivers and Mountains Conservancy project.

Community Development Director Mendoza indicated the project would be awarded to a contractor at the next Council meeting.

Council Member Edgar reported attendance at the Groundwater Replenishment Committee meeting, thanked the Mayor for his coordination of the meeting with Congressman Lowenthal, encouraged residents to partake in Valentino's Pizza Monday in April where proceeds go to Casa Youth, thanked Interim City Attorney Skolnik for his service to the City, welcomed incoming City Attorney Reisman, and offered his assistance to Mayor Pro Tem Graham-Mejia for coordination of the Business Watch Program.

Mayor Kusumoto thanked Council Member Edgar and Staff for their participation in the meeting with Congressman Lowenthal and reported attendance at a meeting with Supervisor Moorlach.

Council Member Grose requested Staff research not starting any new agenda items after 10:00 p.m. Mayor Kusumoto concurred and requested the policy address limiting Council comments.

11. ITEMS FROM THE CITY MANAGER

Interim City Manager Korduner complimented Recreation and Community Services Director Lakin and Staff for a well received Race on the Base Sponsor Reception. He encouraged residents to participate in Pizza Monday and

congratulated Chief Mattern and Staff for their excellent Police work apprehending the bank robber.

12. CLOSED SESSION

A. Conference with Labor Negotiator

Title: Conference with Labor Negotiator
City Negotiator: Gregory D. Korduner, Interim City Manager
Unrepresented Employee: Executive Management, Middle Management
and Non-Management Employees
Authority: Government Code Section 54957.6

Conference with Legal Counsel

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

B. Existing Litigation (G.C. 54956.9(a))

Name of Case: John Doe v. The City of Los Alamitos
Case Number: United States District Court, Central District of California,
Southern Division, Case #SACV122166 DOC (ANx)
Authority: Government Code Section 54956.9(a)

RECESS

The City Council recessed into Closed Session at 9:06 p.m.

RECONVENE

The City Council reconvened in Regular Session at 9:35 p.m.

There was no reportable action.

13. ADJOURNMENT

The City Council adjourned at 9:35 p.m. in memory of Tony Gianformaggio.

Warren Kusumoto, Mayor

Attest:

Windmera Quintanar, CMC, City Clerk

**CITY OF LOS ALAMITOS
A/P Warrants
May 20, 2013**

To Approve

Pages:			
01-05	\$ 58,693.59	A/P Warrants	05/20/2013
Subtotal	<u>\$ 58,693.59</u>		

To Ratify

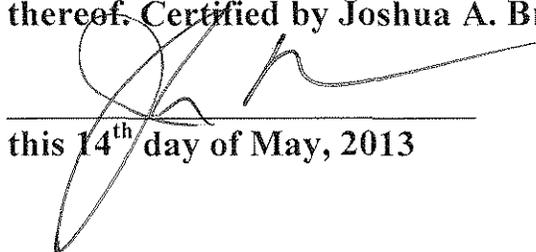
Pages:			
06	\$ 7,852.50	Advance Warrant	04/17/2013
07-11	\$ 68,476.93	Advance Warrants	04/22/2013
12-14	\$ 32,498.81	Advance Warrants	04/29/2013
15-19	\$ 39,479.13	Advance Warrants	05/06/2013
	\$ 1,585.49	May Retirees	05/01/2013
Subtotal	<u>\$ 149,892.86</u>		

Grand Total \$ 208,586.45

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 May 21, 2013 to June 16, 2013.

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 Joshua A. Brooks, Finance Director.



 this 14th day of May, 2013

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-8 RETROFIT, INC.	BUMPER	GARAGE FUND	GARAGE	242.26
			TOTAL:	242.26
A.R. ZEFF'S	BACKFLOW VALVE TESTS	GENERAL FUND	PARK MAINTENANCE	159.80
			TOTAL:	159.80
AT & T	BILL CYCLE 05/01-05/31	GENERAL FUND	COMMUNICATIONS TECHNOL	710.62
			TOTAL:	710.62
AT & T MOBILITY	BILL CYCLE 03/24-04/23	GENERAL FUND	PATROL	409.27
			TOTAL:	409.27
BEE REMOVERS	BEE REMOVAL	GENERAL FUND	STREET MAINTENANCE	97.50
			TOTAL:	97.50
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES - PUB WRKS	GENERAL FUND	PUBLIC WORKS ADMIN	90.10
			TOTAL:	90.10
BYRNE & NIXON LLP	GENERAL COUNSEL SVCS-MAR	GENERAL FUND	CITY ATTORNEY	135.00
			TOTAL:	135.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD TESTS	GENERAL FUND	PATROL	344.55
			TOTAL:	344.55
CARSON SUPPLY CO., INC.	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	664.87
			TOTAL:	664.87
CITY OF SEAL BEACH	MARCH BOOKINGS	GENERAL FUND	PATROL	575.00
			TOTAL:	575.00
COLANTUONO & LEVIN, PC	GENERAL COUNSEL SVCS-MAR	GENERAL FUND	CITY ATTORNEY	52.50
	GENERAL COUNSEL SVCS-MAR	GENERAL FUND	CITY ATTORNEY	827.00
			TOTAL:	879.50
COMPUTER SERVICE CO.	SIGNAL REPAIR - MAR	GENERAL FUND	STREET MAINTENANCE	1,240.00
			TOTAL:	1,240.00
CORBIN & ASSOCIATES, INC.	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	385.00
			TOTAL:	385.00
DAVID HAUPTMAN CO., INC.	SOCCER SUPPLIES	GENERAL FUND	SPORTS	489.70
			TOTAL:	489.70
DISCOUNT SCHOOL SUPPLY	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	357.26
			TOTAL:	357.26
DUKE'S DETAIL SERVICE	CAR WASHES - P/D	GARAGE FUND	GARAGE	200.00
	CAR WASHES - P/W	GARAGE FUND	GARAGE	140.00
			TOTAL:	340.00
EMPLOYMENT DEVELOPMENT DEPT.	UI 03/31/13	GENERAL FUND	CITY MANAGER	1,020.00
			TOTAL:	1,020.00
GANAHL LUMBER COMPANY	KEYS & LOCKS	GENERAL FUND	BUILDING MAINTENANCE	9.16
	LOCKS & HINGES	GENERAL FUND	BUILDING MAINTENANCE	32.38
	LAG SCREWS	GENERAL FUND	BUILDING MAINTENANCE	9.27

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PLUMBING PARTS	GENERAL FUND	BUILDING MAINTENANCE	27.15
	FENCING SUPPLIES	BUILDING IMPROVEME	CAPITAL PROJECTS	18.32
	FENCING SUPPLIES	BUILDING IMPROVEME	CAPITAL PROJECTS	29.54
	CONCRETE STAKES	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	68.86
			TOTAL:	194.68
HDL COREN & CONE	PROPERTY TAX SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	1,250.00
			TOTAL:	1,250.00
HI-WAY SAFETY, INC.	STREET SIGN	GENERAL FUND	STREET MAINTENANCE	25.44
			TOTAL:	25.44
INDEPENDENT ELECTRIC SUPPLY, INC.	ANTENNA PARTS	GENERAL FUND	BUILDING MAINTENANCE	31.31
			TOTAL:	31.31
K&S AIR CONDITIONING, INC.	A/C REPAIR - CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	917.26
			TOTAL:	917.26
KIMBALL MIDWEST	SHOP SUPPLIES	GARAGE FUND	GARAGE	421.32
			TOTAL:	421.32
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - ADMIN SVCS	GENERAL FUND	ADMINISTRATIVE SERVICE	695.50
	COPIER LEASE - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	529.77
			TOTAL:	1,225.27
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	126.75
			TOTAL:	126.75
LOS ALAMITOS AUTO PARTS	BATTERY BOOSTER	GARAGE FUND	GARAGE	171.72
			TOTAL:	171.72
MISC. VENDOR	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	6.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	12.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	36.00
	REFUND - AQUATICS CLASS	GENERAL FUND	NON-DEPARTMENTAL	288.00
	REFUND - AQUATICS CLASS	GENERAL FUND	NON-DEPARTMENTAL	169.00
	REFUND - AQUATICS CLASS	GENERAL FUND	NON-DEPARTMENTAL	175.00
			TOTAL:	690.00
NEWS ENTERPRISE	BID NOTICE AD	BUILDING IMPROVEME	CAPITAL PROJECTS	593.75
			TOTAL:	593.75
NEXUS IS, INC.	PHONE MAINTENANCE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,335.85
			TOTAL:	1,335.85
ORANGE COUNTY SHERIFF'S DEPARTMENT	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	55.00
			TOTAL:	55.00
P.L. PERRIN & ASSOCIATES	POLYGRAPH EXAMS	GENERAL FUND	POLICE ADMINISTRATION	440.00
			TOTAL:	440.00
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	710.05
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,091.05
			TOTAL:	1,801.10

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PENINSULA SEPTIC SERVICE, INC.	SEPTIC TANK SERVICE	GENERAL FUND	BUILDING MAINTENANCE	400.00
			TOTAL:	400.00
PETTY CASH	LOCKER NAME PLATE	GENERAL FUND	PATROL	10.78
	ARMORY SUPPLIES	GENERAL FUND	PATROL	22.02
	PARKING	GENERAL FUND	PATROL	2.00
	PARKING	GENERAL FUND	PATROL	10.50
	PARKING	GENERAL FUND	PATROL	2.00
	KEYS	GENERAL FUND	INVESTIGATION	20.00
	MEETING SUPPLIES	GENERAL FUND	INVESTIGATION	38.48
	PROPERTY SUPPLIES	GENERAL FUND	RECORDS	18.35
	MEETING SUPPLIES	GENERAL FUND	PLANNING	65.88
	KEYS	GARAGE FUND	GARAGE	25.00
			TOTAL:	215.01
POWER DISTRIBUTORS, INC.	JFTB POOL LIGHT SERVICE	GENERAL FUND	AQUATICS	851.47
	OAK FIELD LIGHT SERVICE	GENERAL FUND	SPORTS	1,200.00
	OAK FIELD LIGHT SERVICE	GENERAL FUND	SPORTS	505.92
			TOTAL:	2,557.39
PRINTWORKS 21	PARKING CITATION FORMS	GENERAL FUND	PATROL	1,496.40
			TOTAL:	1,496.40
REINA RIVERA	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	386.10
	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	280.80
			TOTAL:	666.90
ROBERTSON'S	SIDEWALK CONCRETE	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	960.91
			TOTAL:	960.91
MARY SALDIVAR	MILEAGE REIMBURSEMENT	GENERAL FUND	PARK MAINTENANCE	210.18
			TOTAL:	210.18
SCIENTIA CONSULTING GROUP	IT SERVICES - MAY	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,700.00
	TAHOE COMMAND STATION	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	803.36
			TOTAL:	6,503.36
STEVEN N. SKOLNIK	GENERAL COUNSEL SVCS-APR	GENERAL FUND	CITY ATTORNEY	5,827.50
			TOTAL:	5,827.50
SOUTH COAST SUPPLY & GARDEN DAZE	SOIL	GENERAL FUND	PARK MAINTENANCE	14.10
			TOTAL:	14.10
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	720.35
	SLO-PITCH FLD/LAUREL PRK	GENERAL FUND	PARK MAINTENANCE	225.35
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	262.16
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	124.16
	CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	411.53
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	835.53
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,013.34
			TOTAL:	3,592.42
SPARKLETTS DRINKING WATER	WATER SERVICE	GENERAL FUND	BUILDING MAINTENANCE	196.11
			TOTAL:	196.11
TIFCO INDUSTRIES, INC.	SHOP SUPPLIES	GARAGE FUND	GARAGE	289.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	289.00
TIME WARNER CABLE	ADMIN CABLE SERVICE	GENERAL FUND	CITY MANAGER	164.96
			TOTAL:	164.96
J.S. BANK	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	79.44
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	4.53
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	STATE OF CITY LUNCHEON	GENERAL FUND	CITY COUNCIL	30.00
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	OFFICE SUPPLIES	GENERAL FUND	CITY COUNCIL	41.94
	NOTARY STAMP	GENERAL FUND	CITY MANAGER	29.21
	MEMBERSHIP DUES	GENERAL FUND	CITY MANAGER	145.00
	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	146.17
	PERS WEBINAR	GENERAL FUND	ADMINISTRATIVE SERVICE	39.00
	TYPEWRITER	GENERAL FUND	POLICE ADMINISTRATION	188.31
	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	283.65
	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	286.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	107.60
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	72.26
	EVIDENCE TAPE	GENERAL FUND	RECORDS	114.50
	EVIDENCE BOXES	GENERAL FUND	RECORDS	241.84
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	12.95
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	14.95
	TILT MOUNT	GENERAL FUND	BUILDING MAINTENANCE	130.79
	SHOWER PARTS	GENERAL FUND	BUILDING MAINTENANCE	656.04
	TABLECLOTHS	GENERAL FUND	BUILDING MAINTENANCE	24.00
	A/C FILTERS	GENERAL FUND	BUILDING MAINTENANCE	186.47
	PLUMBING PARTS	GENERAL FUND	BUILDING MAINTENANCE	11.83
	ELECTRICAL CABLES	GENERAL FUND	BUILDING MAINTENANCE	48.56
	DEPT. PAINT SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	31.65
	CARNIVAL SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	199.70
	CA STATE FLAG	GENERAL FUND	RECREATION ADMINISTRAT	58.00
	DEPT. SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	8.54
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	20.75
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	19.42
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	50.32
	DAY CAMP/CARNIVAL AD	GENERAL FUND	DAY CAMP	60.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	225.27
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	1.09
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	44.41
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	48.43
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	10.04
	SPORTS MEETING SUPPLIES	GENERAL FUND	SPORTS	27.71
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	369.32
	OC RACE SERIES CARDS	GENERAL FUND	SPECIAL EVENTS	571.32
	RACE ON BASE MAILING	GENERAL FUND	SPECIAL EVENTS	10.25
	RACE ON BASE MAILING	GENERAL FUND	SPECIAL EVENTS	193.22
	RACE ON BASE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	45.77
	RACE ON BASE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	43.19
	CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	989.82
	RACE SPONSOR RECOGNITION	GENERAL FUND	SPECIAL EVENTS	42.45
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	10.95
	GATE OPENER	BUILDING IMPROVEME	CAPITAL PROJECTS	1,415.91
	METAL & HINGES	GARAGE FUND	GARAGE	36.13

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MOWER PARTS	GARAGE FUND	GARAGE	448.12
	METAL	GARAGE FUND	GARAGE	51.84
	TIRES	GARAGE FUND	GARAGE	835.79
	METAL	GARAGE FUND	GARAGE	42.12
			TOTAL:	8,845.42
UNDERGROUND SERVICE ALERT OF SO CAL	SERVICE ALERT NOTIFICATION	GENERAL FUND	STREET MAINTENANCE	64.50
			TOTAL:	64.50
VERIZON CALIFORNIA	POLICE DEPT/RELAY LINE	GENERAL FUND	COMMUNICATIONS TECHNOL	80.13
			TOTAL:	80.13
VERIZON WIRELESS	POLICE DEPARTMENT	GENERAL FUND	PATROL	39.23
	COMMUNITY DEVELOPMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	10.76
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	180.30
	POOL PHONE SERVICE	GENERAL FUND	AQUATICS	122.72
			TOTAL:	353.01
VICTORY LOCK AND KEY	DOOR REPAIR - YOUTH CENTER	GENERAL FUND	BUILDING MAINTENANCE	128.76
	DOOR REPAIR - CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	107.15
			TOTAL:	235.91
WALLIN, KRESS, REISMAN, & KRANITZ, LLP	GENERAL COUNSEL SVCS-APR	GENERAL FUND	CITY ATTORNEY	3,697.50
			TOTAL:	3,697.50
WEBER PRINTING COMPANY, INC.	PRINTING OF BROCHURE	GENERAL FUND	RECREATION ADMINISTRAT	4,390.00
			TOTAL:	4,390.00
WEST COAST ARBORISTS, INC.	FY 12/13 STREET TREES	GAS TAX	CAPITAL PROJECTS	84.00
			TOTAL:	84.00
MEREDITH WOODSON	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	429.00
			TOTAL:	429.00

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===== FUND TOTALS =====
10  GENERAL FUND                44,779.79
20  GAS TAX                      84.00
25  BUILDING IMPROVEMENT        2,057.52
44  TRAFFIC IMPROVEMENT         1,029.77
50  GARAGE FUND                 2,903.30
53  TECHNOLOGY REPLACEMENT     7,839.21
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GRAND TOTAL:                   58,693.59
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TOTAL PAGES: 5

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
STEVEN N. SKOLNIK	GENERAL COUNSEL SVCS - MAR	GENERAL FUND	CITY ATTORNEY	7,852.50
			TOTAL:	7,852.50

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===== FUND TOTALS =====
10  GENERAL FUND                7,852.50
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      GRAND TOTAL:              7,852.50
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TOTAL PAGES: 1

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL AMERICAN SIGN COMPANY	TRUCK LETTERING	GARAGE FUND	GARAGE	126.00
			TOTAL:	126.00
ALWAYS ADVANCING, LLC	RACE MEDALS	GENERAL FUND	SPECIAL EVENTS	1,172.50
			TOTAL:	1,172.50
AMERICAN RENTALS	CARPET CLEANER	GENERAL FUND	BUILDING MAINTENANCE	79.55
			TOTAL:	79.55
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	465.00
			TOTAL:	715.00
AT & T MOBILITY	BILL CYCLE 02/24-03/23	GENERAL FUND	PATROL	364.02
	BILL CYCLE 02/24-03/23	GENERAL FUND	PATROL	45.46
			TOTAL:	409.48
BEE REMOVERS	BEE REMOVAL	GENERAL FUND	STREET MAINTENANCE	97.50
			TOTAL:	97.50
BENESYST	FLEX ADMIN SERVICES - MAY	GENERAL FUND	ADMINISTRATIVE SERVICE	150.00
			TOTAL:	150.00
VICKI E. BOLGER	INSTRUCTOR - SKIN CARE	GENERAL FUND	SPECIAL CLASSES	11.05
			TOTAL:	11.05
BRENDAN SCREENPRINTING & EMBROIDERY	TRACK & FIELD T-SHIRTS	GENERAL FUND	SPORTS	109.24
			TOTAL:	109.24
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES - C/M	GENERAL FUND	CITY MANAGER	20.29
	OFFICE SUPPLIES - COM DEV	GENERAL FUND	COMMUNITY DEVEL ADMIN	306.56
	OFFICE SUPPLIES - PUB WRKS	GENERAL FUND	PUBLIC WORKS ADMIN	10.26
	OFFICE SUPPLIES - PUB WRKS	GENERAL FUND	PUBLIC WORKS ADMIN	20.04
			TOTAL:	357.15
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD TEST	GENERAL FUND	PATROL	114.85
			TOTAL:	114.85
CARSON SUPPLY CO., INC.	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	221.92
			TOTAL:	221.92
COUNTY OF ORANGE TREASURER-TAX	OCATS - MAR	GENERAL FUND	COMMUNICATIONS TECHNOL	305.00
			TOTAL:	305.00
CPRS DISTRICT 10-CROWN VALLEY COMMUNIT	CPRS AWARDS BANQUET	GENERAL FUND	RECREATION ADMINISTRAT	945.00
			TOTAL:	945.00
DAPEER, ROSENBLIT & LITVAK, LLP	MUNI CODE ENFORCE - MAR	GENERAL FUND	NEIGHBORHOOD PRESERVAT	481.23
			TOTAL:	481.23
DECKSIDE POOL SERVICE	POOL MAINTENANCE	GENERAL FUND	AQUATICS	1,290.00
			TOTAL:	1,290.00
DUKE'S DETAIL SERVICE	CAR WASHES - P/D	GARAGE FUND	GARAGE	220.00
	CAR WASHES - P/W	GARAGE FUND	GARAGE	100.00
			TOTAL:	320.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ECS IMAGING, INC.	SOFTWARE RENEWAL	GENERAL FUND	CITY MANAGER	2,600.00
			TOTAL:	2,600.00
ENTENMANN-ROVIN COMPANY	POLICE PINS	GENERAL FUND	POLICE ADMINISTRATION	67.86
			TOTAL:	67.86
EWING	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	281.42
			TOTAL:	281.42
FUSCOE ENGINEERING	PROFESSIONAL PERSONNEL	GENERAL FUND	NPDES	4,100.00
			TOTAL:	4,100.00
GALLS / LONG BEACH UNIFORM	EQUIPMENT	GENERAL FUND	PATROL	321.02
			TOTAL:	321.02
GANAHL LUMBER COMPANY	PAINTING SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	32.11
	PAINTING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	146.92
	PAINT/ELECTRICAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	140.02
	PAINT/ELECTRICAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	46.44
	PAINT/ELECTRICAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	131.12
	PAINT/ELECTRICAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	5.38
	LOCK & KEYS	GENERAL FUND	BUILDING MAINTENANCE	36.64
	TOOLS	GARAGE FUND	GARAGE	15.65
	TOOLS	GARAGE FUND	GARAGE	10.79
			TOTAL:	565.07
GOLDEN STATE WATER COMPANY	BILL CYCLE 01/31-04/02	GENERAL FUND	STREET MAINTENANCE	3,651.93
	BILL CYCLE 01/31-04/02	GENERAL FUND	PARK MAINTENANCE	3,332.90
	BILL CYCLE 01/31-04/02	GENERAL FUND	PARK MAINTENANCE	2,121.71
	BILL CYCLE 01/31-04/02	GENERAL FUND	BUILDING MAINTENANCE	481.57
			TOTAL:	9,588.11
HARTZOG & CRABILL, INC.	TRAFFIC ENGINEERING SVCS	GENERAL FUND	CITY ENGINEER	1,725.00
	TRAFFIC CONTROL PLAN CHECK	GENERAL FUND	CITY ENGINEER	1,400.00
	TRAFFIC ENGINEERING SVCS	GENERAL FUND	CITY ENGINEER	1,552.50
			TOTAL:	4,677.50
HI-WAY SAFETY, INC.	SAFETY VESTS	GENERAL FUND	STREET MAINTENANCE	174.20
			TOTAL:	174.20
HYDRO-SCAPE PRODUCTS, INC.	FERTILIZER	GENERAL FUND	PARK MAINTENANCE	1,268.14
			TOTAL:	1,268.14
KERR FLOORS, INC.	CARPET REPAIR	GENERAL FUND	BUILDING MAINTENANCE	195.00
			TOTAL:	195.00
KIMBALL MIDWEST	SHOP SUPPLIES	GARAGE FUND	GARAGE	509.09
			TOTAL:	509.09
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - ADMIN SVCS	GENERAL FUND	ADMINISTRATIVE SERVICE	557.98
	COPIER LEASE - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	470.18
			TOTAL:	1,028.16
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	252.20
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	68.25
			TOTAL:	320.45

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LONG BEACH SOCCER REFEREE ASSOCIATION	ADULT SOCCER REFEREE	GENERAL FUND	SPORTS	395.00
			TOTAL:	395.00
LOS ALAMITOS AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST	GENERAL FUND	RECREATION ADMINISTRAT	60.00
			TOTAL:	60.00
LOS ALAMITOS AUTO PARTS	OIL	GARAGE FUND	GARAGE	138.18
			TOTAL:	138.18
LOS ALAMITOS EDUCATION FOUNDATION	REIMBURSEMENT - 5K WALK	GENERAL FUND	SPECIAL EVENTS	430.00
			TOTAL:	430.00
MAJOR LEAGUE SOFTBALL, INC.	ASSIGNING SERVICES	GENERAL FUND	SPORTS	54.00
			TOTAL:	54.00
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	120.00
			TOTAL:	120.00
MIKE RAAHAUGE SHOOTING ENTERPRISES	RANGE FEES	GENERAL FUND	PATROL	20.00
			TOTAL:	20.00
MISC. VENDOR	REFUND - SOCCER	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - AQUATICS CLASS	GENERAL FUND	NON-DEPARTMENTAL	127.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	7.00
	REFUND - DAY CAMP	GENERAL FUND	NON-DEPARTMENTAL	4.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	20.00
	REFUND - PRESCHOOL	GENERAL FUND	NON-DEPARTMENTAL	282.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	60.00
	REFUND - SOCCER	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - CRAFTS CLASS	GENERAL FUND	NON-DEPARTMENTAL	63.00
	REFUND - EXERCISE CLASS	GENERAL FUND	NON-DEPARTMENTAL	50.00
	REFUND - LEARN TO SWIM	GENERAL FUND	NON-DEPARTMENTAL	26.00
	REFUND - EXERCISE CLASS	GENERAL FUND	NON-DEPARTMENTAL	67.00
	REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	76.00
	REFUND - AQUATICS CLASS	GENERAL FUND	NON-DEPARTMENTAL	59.00
	REFUND - PICNIC SHELTER	GENERAL FUND	NON-DEPARTMENTAL	35.00
	SEMINAR	GENERAL FUND	ADMINISTRATIVE SERVICE	65.00
	FEE REIMBURSEMENT PROGRAM	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,048.23
			TOTAL:	2,993.23
PRISCILLA MONSERRATE-SANDERS	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	368.55
			TOTAL:	368.55
MOSS, LEVY & HARTZHEIM, LLP	AUDIT SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	2,950.00
	AUDIT SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	650.00
			TOTAL:	3,600.00
NEXTEL COMMUNICATIONS	TRAFFIC CALMING SIGN	GENERAL FUND	TRAFFIC	17.24
			TOTAL:	17.24
MARIA O'CONNELL	MEAL REIMBURSEMENT	GENERAL FUND	POLICE ADMINISTRATION	94.05
	MEAL REIMBURSEMENT	GENERAL FUND	POLICE ADMINISTRATION	105.37
			TOTAL:	199.42
ORANGE COUNTY BREEZE	SENIOR MEALS AD	GENERAL FUND	NON-DEPARTMENTAL	75.00
			TOTAL:	75.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PACIFIC TELEMAGEMENT SERVICES	POLICE PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	82.64
			TOTAL:	82.64
PAPER RECYCLING SPECIALISTS	SHREDDING SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	74.00
			TOTAL:	74.00
THE PLANNING CENTER	COORD MEETINGS - GP EIR	GENERAL FUND	PLANNING	480.00
	DRAFT GENERAL PLAN	GENERAL FUND	PLANNING	1,320.00
			TOTAL:	1,800.00
RICOH AMERICAS CORPORATION	COPIER LEASE - APR	GENERAL FUND	RECREATION ADMINISTRAT	589.68
			TOTAL:	589.68
ROSSMOOR/LOS AL AREA SEWER	PARKING LOT RENTAL - 2Q13	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
SCIENTIA CONSULTING GROUP	IT SERVICES - APR	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,700.00
			TOTAL:	5,700.00
SIR SPEEDY	ANNUAL FINANCIAL REPORTS	GENERAL FUND	ADMINISTRATIVE SERVICE	179.06
	BUSINESS CARDS	GENERAL FUND	PATROL	76.14
			TOTAL:	255.20
CORAL BAY HOME LOANS	INSTRUCTOR - SCOOTERING	GENERAL FUND	SPECIAL CLASSES	20.30
	INSTRUCTOR - SCOOTERING	GENERAL FUND	SPECIAL CLASSES	20.30
	INSTRUCTOR - SCOOTERING	GENERAL FUND	SPECIAL CLASSES	20.30
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	40.60
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	40.60
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	20.30
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	60.90
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	40.60
			TOTAL:	263.90
SOUTHERN COUNTIES OIL	DIESEL FUEL	GARAGE FUND	GARAGE	1,471.87
			TOTAL:	1,471.87
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEE	GENERAL FUND	AQUATICS	46.00
			TOTAL:	46.00
STATE OF CALIFORNIA DEPARTMENT	FINGERPRINT NEW EMPLOYEE	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
			TOTAL:	32.00
SY NURSERY	FLOWERS	GENERAL FUND	PARK MAINTENANCE	24.44
			TOTAL:	24.44
TIFCO INDUSTRIES, INC.	SHOP SUPPLIES	GARAGE FUND	GARAGE	243.41
			TOTAL:	243.41
TIME WARNER CABLE	ADMIN CABLE SERVICE	GENERAL FUND	CITY MANAGER	164.96
	COMPUTER CTR INTERNET	GENERAL FUND	RECREATION ADMINISTRAT	69.95
			TOTAL:	234.91
TYLER TECHNOLOGIES	SECURE SIGNATURES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	149.04
			TOTAL:	149.04
UNDERGROUND SERVICE ALERT OF SO CAL	SERVICE ALERT NOTIFICATION	GENERAL FUND	STREET MAINTENANCE	36.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	36.00
VERIZON CALIFORNIA	ADMIN - FAX	GENERAL FUND	ADMINISTRATIVE SERVICE	54.90
	POLICE DEPT/RELAY LINE	GENERAL FUND	COMMUNICATIONS TECHNOL	85.26
	TELECOMMUNICATIONS	GENERAL FUND	COMMUNICATIONS TECHNOL	828.88
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	46.16
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	88.23
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	44.11
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	44.11
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	44.11
	PARK & REC - FAX	GENERAL FUND	RECREATION ADMINISTRAT	50.01
			TOTAL:	1,285.77
VERIZON WIRELESS	POLICE DEPARTMENT	GENERAL FUND	PATROL	39.28
	COMMUNITY DEVELOPMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	10.78
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	192.16
			TOTAL:	242.22
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	7,208.12
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	308.25-
	CNG FUEL	GARAGE FUND	GARAGE	252.21
			TOTAL:	7,152.08
WEST PAYMENT CENTER	SUBSCRIPTION - MAR	GENERAL FUND	INVESTIGATION	107.99
			TOTAL:	107.99
WITHERS & SANDGREN LTD.	LANDSCAPE ARCHTCTRL SVCS	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	6,113.67
			TOTAL:	6,113.67

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

10	GENERAL FUND	46,527.15
41	RIVERS/MTNS. CONSERVANCY	6,113.67
50	GARAGE FUND	9,987.07
53	TECHNOLOGY REPLACEMENT	5,849.04

	GRAND TOTAL:	68,476.93

TOTAL PAGES: 5

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	EQUIPMENT	GENERAL FUND	PATROL	16.21
			TOTAL:	16.21
GOBIND K. BOYES	INSTRUCTOR - YOGA	GENERAL FUND	SPECIAL CLASSES	117.00
			TOTAL:	117.00
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES - FIN	GENERAL FUND	ADMINISTRATIVE SERVICE	30.22
			TOTAL:	30.22
COUNTY OF ORANGE AUDITOR-CONTROLLER	PARKING CITATIONS - MAR	GENERAL FUND	NON-DEPARTMENTAL	1,925.00
			TOTAL:	1,925.00
COUNTY OF ORANGE TREASURER-TAX	COMM CHARGES 3Q FY 12/13	GENERAL FUND	COMMUNICATIONS TECHNOL	1,522.19
	COMM CHARGES 4Q FY 12/13	GENERAL FUND	COMMUNICATIONS TECHNOL	2,804.00
			TOTAL:	4,326.19
DELL MARKETING L.P.	DELL COMPUTERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,512.43
	DELL COMPUTERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,666.24
			TOTAL:	8,178.67
DUKE'S DETAIL SERVICE	CAR WASHES - P/W	GARAGE FUND	GARAGE	60.00
	CAR WASHES - P/D	GARAGE FUND	GARAGE	200.00
			TOTAL:	260.00
ECOLOGICAL FERTIGATION, INC.	FERTIGATION SVC-LAUREL PRK	GENERAL FUND	PARK MAINTENANCE	260.00
			TOTAL:	260.00
EMPIRE PIPE CLEANING & EQUIPMENT, INC.	SEWAGE SPILL CLEAN-UP	GENERAL FUND	STREET MAINTENANCE	780.00
			TOTAL:	780.00
FEDEX	SHIPPING	GENERAL FUND	INVESTIGATION	7.84
	SHIPPING	GENERAL FUND	INVESTIGATION	10.03
	SHIPPING	GENERAL FUND	INVESTIGATION	9.67
			TOTAL:	27.54
CARRI FOX	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	12.60
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	8.40
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	14.70
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	12.60
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	16.80
			TOTAL:	65.10
KAIN GALLAUGHER	TUITION REIMBURSEMENT	GENERAL FUND	PATROL	1,140.00
			TOTAL:	1,140.00
GANAHL LUMBER COMPANY	GLOVES	GENERAL FUND	STREET MAINTENANCE	11.43
	PLUMBING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	34.85
	HINGES & HARDWARE	GARAGE FUND	GARAGE	18.33
			TOTAL:	64.61
GOLDEN STATE WATER COMPANY	BILL CYCLE 02/11-04/11	GENERAL FUND	STREET MAINTENANCE	1,220.52
	BILL CYCLE 02/11-04/11	GENERAL FUND	PARK MAINTENANCE	2,151.74
			TOTAL:	3,372.26
CINDY GRISWOLD	INSTRUCTOR - CPR	GENERAL FUND	SPECIAL CLASSES	88.20
	INSTRUCTOR - FIRST AID	GENERAL FUND	SPECIAL CLASSES	37.80

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>126.00</u>
HI-WAY SAFETY, INC.	SIGN POLES	GENERAL FUND	STREET MAINTENANCE	816.48
			TOTAL:	<u>816.48</u>
JACOBSEN WEST	MOWER TIRES	GARAGE FUND	GARAGE	77.00
			TOTAL:	<u>77.00</u>
JOBS AVAILABLE	CITY MANAGER JOB AD	GENERAL FUND	ADMINISTRATIVE SERVICE	535.50
			TOTAL:	<u>535.50</u>
JUDICIAL DATA SYSTEMS CORP.	PARKING CITE SVCS - MAR	GENERAL FUND	TRAFFIC	216.70
			TOTAL:	<u>216.70</u>
K&S AIR CONDITIONING, INC.	A/C REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	346.29
			TOTAL:	<u>346.29</u>
KLIMCZAK GROUP	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	117.00
	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	39.00
			TOTAL:	<u>156.00</u>
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - P/D	GENERAL FUND	POLICE ADMINISTRATION	264.61
			TOTAL:	<u>264.61</u>
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	COPIER LEASE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,481.95
			TOTAL:	<u>1,481.95</u>
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	39.00
			TOTAL:	<u>39.00</u>
MAJOR LEAGUE SOFTBALL, INC.	ASSIGNING SERVICES	GENERAL FUND	SPORTS	72.00
			TOTAL:	<u>72.00</u>
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	100.00
			TOTAL:	<u>100.00</u>
MISC. VENDOR	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	14.00
	REFUND - PRESCHOOL	GENERAL FUND	NON-DEPARTMENTAL	155.50
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	1.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	67.00
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	42.00
	REFUND - CRAFTS CLASS	GENERAL FUND	NON-DEPARTMENTAL	24.00
	REFUND - PUPPY CLASS	GENERAL FUND	NON-DEPARTMENTAL	77.00
	REFUND - BABYSITTING CLASS	GENERAL FUND	NON-DEPARTMENTAL	33.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	36.00
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	118.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	67.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	150.00
	REFUND - PROJECT FEES	GENERAL FUND	NON-DEPARTMENTAL	3,775.00
	PUBLIC SAFETY LUNCHEON	GENERAL FUND	CITY COUNCIL	40.00
	FEE REIMBURSEMENT PROGRAM	GENERAL FUND	COMMUNITY DEVEL ADMIN	310.59
			TOTAL:	<u>4,914.09</u>
NEWS ENTERPRISE	PUBLIC HEARING NOTICE	GENERAL FUND	COMMUNITY DEVEL ADMIN	225.63

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	225.63
JABRIELA PEREZ UGALDE	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	163.80
			TOTAL:	163.80
ROSSMOOR CAR WASH	CAR WASHES - PUB WRKS	GARAGE FUND	GARAGE	34.99
	CAR WASHES - COM DEV	GARAGE FUND	GARAGE	9.00
			TOTAL:	43.99
ROYCE ROLLS RINGER CO.	DISPENSERS	GENERAL FUND	BUILDING MAINTENANCE	123.84
			TOTAL:	123.84
SIR SPEEDY	CITY LETTERHEAD	GENERAL FUND	CITY COUNCIL	414.75
	ENVELOPES	GENERAL FUND	CITY MANAGER	58.71
	BUSINESS CARDS	GENERAL FUND	CITY MANAGER	40.23
	ENVELOPES	GENERAL FUND	ADMINISTRATIVE SERVICE	58.72
	ENVELOPES	GENERAL FUND	COMMUNITY DEVEL ADMIN	58.72
			TOTAL:	631.13
SO CAL SANITATION, LLC	OAK RESTROOM SERVICES	GENERAL FUND	SPORTS	1,443.20
			TOTAL:	1,443.20
VERIZON CALIFORNIA	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	130.72
			TOTAL:	130.72
WEIL TROPHIES	TRACK & FIELD MEDALS	GENERAL FUND	SPORTS	28.08
			TOTAL:	28.08

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===== FUND TOTALS =====
10  GENERAL FUND                23,920.82
50  GARAGE FUND                  399.32
53  TECHNOLOGY REPLACEMENT      8,178.67
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GRAND TOTAL:                    32,498.81
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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MARK ABBOTT	UPDATE CITY WEBSITE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	15.00
	UPDATE CITY WEBSITE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	40.00
			TOTAL:	55.00
ADAMSON POLICE PRODUCTS	COLT AR 15 - MODEL LE6920	ASSET SEIZURE	POLICE ADMINISTRATION	3,909.81
	FLARES	GENERAL FUND	PATROL	1,166.40
	DRUG TEST KITS	GENERAL FUND	PATROL	164.70
	EQUIPMENT	GENERAL FUND	PATROL	729.01
		TOTAL:	5,969.92	
AMERICAN RED CROSS	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	35.00
			TOTAL:	35.00
SYNGO, LLC	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	134.40
			TOTAL:	134.40
BOARD OF EQUALIZATION	USE TAX	GENERAL FUND	NON-DEPARTMENTAL	31.15
	USE TAX	GENERAL FUND	NON-DEPARTMENTAL	15.72
	USE TAX	GENERAL FUND	CITY COUNCIL	14.13
	USE TAX	GENERAL FUND	CITY COUNCIL	56.42
	USE TAX	GENERAL FUND	CITY MANAGER	141.52
	USE TAX	GENERAL FUND	CITY MANAGER	122.39
	USE TAX	GENERAL FUND	POLICE ADMINISTRATION	1.76
	USE TAX	GENERAL FUND	POLICE ADMINISTRATION	3.47
	USE TAX	GENERAL FUND	PATROL	158.83
	USE TAX	GENERAL FUND	INVESTIGATION	76.99
	USE TAX	GENERAL FUND	RECORDS	0.95
	USE TAX	GENERAL FUND	RECORDS	12.64
	USE TAX	GENERAL FUND	COMMUNICATIONS TECHNOL	34.92
	USE TAX	GENERAL FUND	COMMUNICATIONS TECHNOL	46.70
	USE TAX	GENERAL FUND	TRAFFIC	15.14
	USE TAX	GENERAL FUND	STREET MAINTENANCE	95.23
	USE TAX	GENERAL FUND	STREET MAINTENANCE	270.15
	USE TAX	GENERAL FUND	PARK MAINTENANCE	84.73
	USE TAX	GENERAL FUND	BUILDING MAINTENANCE	54.08
	USE TAX	GENERAL FUND	BUILDING MAINTENANCE	142.48
	USE TAX	GENERAL FUND	RECREATION ADMINISTRAT	15.01
	USE TAX	GENERAL FUND	RECREATION ADMINISTRAT	19.68
	USE TAX	GENERAL FUND	AQUATICS	0.88
	USE TAX	GENERAL FUND	AQUATICS	42.29
	USE TAX	GENERAL FUND	SPORTS	57.78
	USE TAX	GENERAL FUND	SPECIAL CLASSES	24.80
	USE TAX	GENERAL FUND	SPECIAL EVENTS	148.05
	USE TAX	GENERAL FUND	SPECIAL EVENTS	136.45
	USE TAX	GENERAL FUND	SPECIAL EVENTS	2,291.93
	USE TAX	GAS TAX	CAPITAL PROJECTS	32.40
	USE TAX	GAS TAX	CAPITAL PROJECTS	226.08
	USE TAX	ASSET SEIZURE	POLICE ADMINISTRATION	99.65
	USE TAX	LOS ALAMITOS TV	LOS ALAMITOS TV	117.12
	USE TAX	LOS ALAMITOS TV	LOS ALAMITOS TV	58.92
	USE TAX	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	741.96
	USE TAX	GARAGE FUND	GARAGE	13.26
USE TAX	GARAGE FUND	GARAGE	11.89	
USE TAX	GARAGE FUND	GARAGE	76.82	
USE TAX	GARAGE FUND	GARAGE	1,312.93	
USE TAX	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	54.04	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	USE TAX	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	26.91
	USE TAX	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5.99
			TOTAL:	6,894.24
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES - C/M	GENERAL FUND	CITY MANAGER	29.75
	ENVELOPES	GENERAL FUND	ADMINISTRATIVE SERVICE	11.28
	ENVELOPES	GENERAL FUND	POLICE ADMINISTRATION	11.28
	ENVELOPES	GENERAL FUND	COMMUNITY DEVEL ADMIN	11.28
	ENVELOPES	GENERAL FUND	PUBLIC WORKS ADMIN	11.28
	OFFICE SUPPLIES - REC	GENERAL FUND	RECREATION ADMINISTRAT	157.31
	OFFICE SUPPLIES - REC	GENERAL FUND	RECREATION ADMINISTRAT	17.28
	ENVELOPES	GENERAL FUND	RECREATION ADMINISTRAT	11.29
			TOTAL:	260.75
BOB COHEN	INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES	21.00
	INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES	21.00
			TOTAL:	42.00
COMMUNITY SCHOOLS MEDIA PARTNERSHIP	FILM LAHS SPORTS	LOS ALAMITOS TV	LOS ALAMITOS TV	650.00
	FILM LAHS SPORTS	LOS ALAMITOS TV	LOS ALAMITOS TV	1,500.00
	FILM LAHS SPORTS	LOS ALAMITOS TV	LOS ALAMITOS TV	1,250.00
			TOTAL:	3,400.00
COUNTY OF ORANGE TREASURER-TAX	OCATS - APR	GENERAL FUND	COMMUNICATIONS TECHNOL	305.00
			TOTAL:	305.00
DASH MEDICAL GLOVES, INC.	LATEX GLOVES	GENERAL FUND	PATROL	420.55
			TOTAL:	420.55
DECKSIDE POOL SERVICE	POOL ACCESS LIFT	GENERAL FUND	NON-DEPARTMENTAL	9,956.10
			TOTAL:	9,956.10
DIVISION OF THE STATE ARCHITECT	SB 1186 FEES	GENERAL FUND	NON-DEPARTMENTAL	23.70
			TOTAL:	23.70
DOOLEY ENTERPRISES, INC.	AMMUNITION	GENERAL FUND	PATROL	504.90
			TOTAL:	504.90
CYNTHIA E. EMAMI	INSTRUCTOR - ZUMBA	GENERAL FUND	SPECIAL CLASSES	195.20
			TOTAL:	195.20
FUN ON THE FARM, INC.	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	134.40
	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	44.80
			TOTAL:	179.20
GLOBALSTAR USA	SATELLITE PHONE	GENERAL FUND	EMERGENCY PREPAREDNESS	42.30
			TOTAL:	42.30
GOLDEN STATE WATER COMPANY	BILL CYCLE 02/21-04/22	GENERAL FUND	STREET MAINTENANCE	484.95
	BILL CYCLE 02/21-04/22	GENERAL FUND	PARK MAINTENANCE	241.08
			TOTAL:	726.03
CLAUDIA HINDU	INSTRUCTOR - ARTS & CRAFTS	GENERAL FUND	SPECIAL CLASSES	26.00
			TOTAL:	26.00
NANCY KATO	INSTRUCTOR - GOLF	GENERAL FUND	SPECIAL CLASSES	284.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	INSTRUCTOR - GOLF	GENERAL FUND	SPECIAL CLASSES	511.20
	INSTRUCTOR - GOLF	GENERAL FUND	SPECIAL CLASSES	344.00
			TOTAL:	1,139.20
LEAGUE OF CALIFORNIA CITIES	CITY MANAGER JOB AD	GENERAL FUND	ADMINISTRATIVE SERVICE	1,125.00
			TOTAL:	1,125.00
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	19.50
			TOTAL:	19.50
MAILFINANCE	POSTAGE MACHINE LEASE	GENERAL FUND	ADMINISTRATIVE SERVICE	166.81
			TOTAL:	166.81
MIKE PLANT & ASSOCIATES, INC.	BANNER STAND	GENERAL FUND	SPECIAL EVENTS	291.49
			TOTAL:	291.49
MISC. VENDOR	REFUND - MAHJONG CLASS	GENERAL FUND	NON-DEPARTMENTAL	40.00
	REFUND - MAHJONG CLASS	GENERAL FUND	NON-DEPARTMENTAL	40.00
	REFUND - AQUATICS CLASS	GENERAL FUND	NON-DEPARTMENTAL	288.00
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	2.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	66.00
	REFUND - ADULT ED CLASS	GENERAL FUND	NON-DEPARTMENTAL	73.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	100.00
	REFUND - RACE ON THE BASE	GENERAL FUND	NON-DEPARTMENTAL	91.99
			TOTAL:	702.99
NEXTEL COMMUNICATIONS	TRAFFIC CALMING SIGN	GENERAL FUND	TRAFFIC	17.24
			TOTAL:	17.24
ORANGE COUNTY SHERIFF'S DEPARTMENT	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	80.00
			TOTAL:	80.00
PACIFIC TELEMAGEMENT SERVICES	POLICE PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	82.64
			TOTAL:	82.64
PETTY CASH	CITY HALL COFFEE	GENERAL FUND	CITY COUNCIL	21.98
	COUNCIL MEETING SUPPLIES	GENERAL FUND	CITY COUNCIL	48.74
	ADMIN DEPT SUPPLIES	GENERAL FUND	CITY MANAGER	19.98
	CHAMBER BREAKFAST	GENERAL FUND	CITY MANAGER	20.00
	RECORD NOTARY BOND	GENERAL FUND	CITY MANAGER	34.00
	OC CITY CLERK'S MEETING	GENERAL FUND	CITY MANAGER	10.00
	FINANCE DEPT SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	28.78
	FINANCE DEPT SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	72.77
	CITY HALL COFFEE	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.98
			TOTAL:	287.23
READWRITE EDUCATIONAL SOLUTIONS, INC.	INSTRUCTOR - MATH CLASS	GENERAL FUND	SPECIAL CLASSES	72.15
	INSTRUCTOR - READING CLASS	GENERAL FUND	SPECIAL CLASSES	144.30
			TOTAL:	216.45
RETAIL ACQUISITION & DEVELOPMENT, INC.	BATTERIES	GENERAL FUND	PATROL	370.33
			TOTAL:	370.33
GARY SALDIVAR	COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL	435.99
			TOTAL:	435.99

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SIR SPEEDY	LETTERHEAD	GENERAL FUND	CITY COUNCIL	175.00
			TOTAL:	175.00
SMART & FINAL	KITCHEN SUPPLIES - P/D	GENERAL FUND	POLICE ADMINISTRATION	205.45
			TOTAL:	205.45
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	50.34
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	188.17
			TOTAL:	238.51
SOUTHERN CALIFORNIA GAS	3614 FENLEY DR.	GENERAL FUND	STREET MAINTENANCE	14.30
	3191 KATELLA AVE.	GENERAL FUND	BUILDING MAINTENANCE	105.62
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	138.23
			TOTAL:	258.15
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEES	GENERAL FUND	AQUATICS	92.00
			TOTAL:	92.00
SPRINT	LONG DISTANCE SERVICE	GENERAL FUND	CITY MANAGER	34.48
	LONG DISTANCE SERVICE	GENERAL FUND	ADMINISTRATIVE SERVICE	34.48
	LONG DISTANCE SERVICE	GENERAL FUND	COMMUNICATIONS TECHNOL	34.47
	LONG DISTANCE SERVICE	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.47
	LONG DISTANCE SERVICE	GENERAL FUND	PUBLIC WORKS ADMIN	34.47
	LONG DISTANCE SERVICE	GENERAL FUND	RECREATION ADMINISTRAT	34.47
			TOTAL:	206.84
TIME WARNER CABLE	P/D CABLE SERVICE	GENERAL FUND	COMMUNICATIONS TECHNOL	49.47
	COMPUTER CTR INTERNET	GENERAL FUND	RECREATION ADMINISTRAT	69.95
			TOTAL:	119.42
TOTALFUNDS BY HASLER	POSTAGE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,000.00
			TOTAL:	1,000.00
USA MOBILITY WIRELESS, INC.	PAGER FEES	GENERAL FUND	PUBLIC WORKS ADMIN	20.09
			TOTAL:	20.09
VERIZON CALIFORNIA	CITY HALL PHONE/FAX LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	1,071.46
			TOTAL:	1,071.46
WEIDENHOEFER DESIGN STUDIO	ACTIVITIES GUIDE	GENERAL FUND	RECREATION ADMINISTRAT	1,868.75
			TOTAL:	1,868.75
POLLY WOMACK	INSTRUCTOR - NEEDLECRAFTS	GENERAL FUND	SPECIAL CLASSES	118.30
			TOTAL:	118.30

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	29,336.35		
20	GAS TAX	258.48		
27	ASSET SEIZURE	4,009.46		
28	LOS ALAMITOS TV	3,576.04		
44	TRAFFIC IMPROVEMENT	741.96		
50	GARAGE FUND	1,414.90		
53	TECHNOLOGY REPLACEMENT	141.94		
GRAND TOTAL:		39,479.13		

TOTAL PAGES: 5

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8C

To: Mayor Warren Kusumoto & Members of the City Council

Via: Gregory D. Korduner, Interim City Manager

From: Windmera Quintanar, CMC, City Clerk

Subject: City Council Policy on Summary Minutes

Summary: On April 15, 2013, Council voted to return to Summary Minutes as the formal record of the City. This report formalizes that policy.

Recommendation: Adopt Resolution 2013-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ESTABLISHING SUMMARY MINUTES FORMAT FOR CITY COUNCIL MEETINGS."

Background

On April 15, 2013, the Council discussed the format for City Council minutes. Council voted to return to Summary minutes and directed Staff to research the possibility of utilizing Granicus for additional meeting transparency.

Discussion

In accordance with the Council's discussion, the following policy has been drafted for Council's approval. Summary minutes are subject to the approval of the City Council and shall, at a minimum, include the following information:

Oral Communications – The name of the speaker, the subject discussed, and the position stated. Detailed comments shall not be included.

Consent Calendar, Public Hearings, Ordinances, Discussion Items – Comments by each Council Member, the subject discussed, the position stated and the reasoning for the position. Enough detail shall be included so readers understand what was said by whom and the reasoning for each decision.

Council Announcements – Council Member name and a list of subjects discussed. Detailed comments shall not be included.

Items from the City Manager – A list of subjects discussed. Detailed comments shall not be included.

The City Clerk shall provide the Council with a draft copy of the minutes within two weeks of a Council meeting. Council Members may request amendments to their comments by contacting the Clerk's Office prior to the minutes being adopted at the next City Council meeting. After all comments have been received, the City Clerk will bring forward the minutes for approval at a Council Meeting.

It would now be appropriate for City Council to adopt Resolution 2013-08 establishing Summary minutes as the official record format for the City.

Fiscal Impact

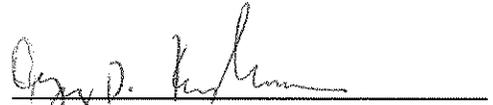
None at this time.

Submitted By:



Windmera Quintanar, CMC
City Clerk

Approved By:



Gregory D. Korduner
Interim City Manager

Attachment: 1. Resolution No. 2013-08

RESOLUTION NO. 2013-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ESTABLISHING SUMMARY MINUTES FORMAT FOR CITY COUNCIL MEETINGS

WHEREAS, it is the responsibility of the City Clerk to keep an accurate legal record of the actions and proceedings of the legislative body, referred to as "minutes"; and,

WHEREAS, the City Council is supportive of providing a detailed historical record for use by City Councils and the citizens of Los Alamitos; and,

WHEREAS, the City Council supports recording what transpired at each meeting and the logic behind important decisions made by Council; and,

WHEREAS, Summary minutes shall be subject to the approval of the City Council and shall, at a minimum, include the following information:

Oral Communications – The name of the speaker, the subject discussed, and the position stated. Detailed comments shall not be included.

Consent Calendar, Public Hearings, Ordinances, Discussion Items – Comments by each Council Member, the subject discussed, the position stated and the reasoning for the position. Enough detail shall be included so readers understand what was said by whom and the reasoning for each decision.

Council Announcements – Council Member name and a list of subjects discussed. Detailed comments shall not be included.

Items from the City Manager – A list of subjects discussed. Detailed comments shall not be included.

WHEREAS, the City Clerk shall provide the City Council with a draft copy of the minutes within two weeks after the Council meeting; and,

WHEREAS, Council Members may request amendments to their comments by contacting the Clerk's Office prior to the minutes being adopted at the next City Council meeting; and,

WHEREAS, after all comments have been received and incorporated, the City Clerk will bring forward the minutes for approval at a Council Meeting; and,

WHEREAS, the DVD recordings are a true record of City Council meetings and are available to the public through the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Alamitos does hereby:

SECTION 1. Finds that the above recitals are true and correct.

SECTION 2. Approves the implementation of Summary minutes as the official format for creating the written record of actions and proceedings of the City Council.

SECTION 3. Repeals Resolution 2010-16 in its entirety.

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

PASSED, APPROVED AND ADOPTED this 20th day of May, 2013.

Warren Kusumoto, Mayor

ATTEST:

Windmera Quintanar, CMC, CMC

APPROVED AS TO FORM:

Cary Riesman, City Attorney

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

I, Windmera Quintanar, CMC, 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 20th day of May, 2013, by the following vote, to wit:

AYES: COUNCILMEMBERS:

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

Windmera Quintanar, CMC, City Clerk

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8D

To: Mayor Warren Kusumoto & Members of the City Council
Via: Gregory D. Korduner, Interim City Manager
From: Joshua A. Brooks, Finance Director
Subject: Los Alamitos Cable Television – Disposal of Obsolete Equipment

Summary: The Los Alamitos Cable Television Commission is requesting the City Council approve the disposal of obsolete equipment related to the operation of Los Alamitos Television (LATV).

Recommendation: Approve the disposal of obsolete equipment listed in Attachment #1.

Background

The Los Alamitos Cable Television Commission approved the disposal of the attached list of equipment at its April 11, 2013 meeting by a vote of 3-0.

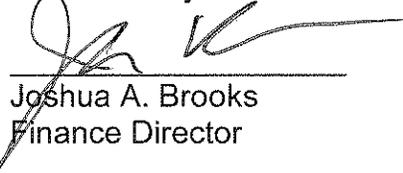
Discussion

Attachment 1 provides an inventory of the proposed equipment discards for LATV. USC Film School has expressed an interest in accepting many of these items in whatever state of disrepair they may be. If approved, USC Film School will be contacted and will pick up the equipment at no expense to the City.

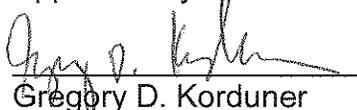
Fiscal Impact

None.

Submitted By:


Joshua A. Brooks
Finance Director

Approved By:


Gregory D. Korduner
Interim City Manager

Attachment: 1. Equipment Disposal List

4/3/13

To: Josh Brooks
Finance Director
City of Los Alamitos
cc: Greg Korduner
Los Alamitos city manager

From: John Underwood
LATV Commission

re: Inventory discard list

Josh,

Listed below is an inventory of the proposed equipment discards at LATV.

These items have been vetted from the August 2012 Inventory and personally identified on site by myself and engineer Doug Woods. All of the items on this list have been previously identified by Kirk Stephens in the 2012 inventory as obsolete, broken or to be discarded. Larry Strawther was also contacted on several occasions for his input into the compiling of this list. As of this submission he has not responded.

Items:

Storage Room

- Sony 327 camera w/case
- Sony 327 camera w/case
- Sony CCU-M3 camera control unit
- Sony CCU-M3 camera control unit
- Sony CCU-M3 camera control unit
- Sony PVM 1341 13" color monitor
- Sony PVM 1341 13" color monitor
- telepromptor system
- Technek VB-4x4S/v matrix router
- Technek VE-4x4s/v matrix router
- Sony CA-M3
- Sony CA-M3
- Sony CA-M3
- Sony CA-M3
- Sony CCU M-3 camera control unit
- Sony CCU-M-3 camera control unit
- Sony CCU-M-3 camera control unit
- Sony CMA-9
- Sony CMA-9
- Sony CMA-9
- Sony DFX 50 viewfinder
- Sony DFX 40 viewfinder
- Sony Dfx 40 viewfinder
- Sony DXC 3000 camera body
- Sony DXC 3000 camera body w/case
- Sony DXC 3000 camera body w/case
- Sony DXC 3000 camera body w/case

Tape Room

- Dell Dimensions computer

Studio

- Azden 22R dual wireless receiver
- Azden 22R dual wireless receiver
- Azden wireless transmitter
- Azden wireless transmitter
- 14" scoop light
- 14" scoop light
- 14" scoop light
- 6" Fresnel light
- 6" Fresnel light
- 6" Fresnel light
- 6" Fresnel light
- 8" broad light
- 8" broad light
- Anvil ATA tall case
- small Anvil case (Kirk Stephens wishes to take)
- medium Anvil case (John Underwood wishes to take)
- Azden 1000 RX/AB receiver
- Azden WR22 pro discreet 2-channel receiver

After several attempts to sell various pieces of the above equipment on behalf of LATV or to give it away to local colleges, I made contact with the USC Film School. They appear to be interested and certainly capable of utilizing the above equipment, and have indicated that they would send a truck to us to pick it up as a donation recognizing LATV and the City.

Upon authorization I will call the USC Sound Stage manager and schedule for a truck to come and haul the above items away, at no expense to LATV or the City.

Regards,
John Underwood

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8E

To: Mayor Warren Kusumoto & Members of the City Council
Via: Gregory D. Korduner, Interim City Manager
From: Steven A. Mendoza, Director of Community Development
Subject: Establishment of a Preferred Vendor List for On-Call CEQA Services

Summary: This report recommends four consultants to select from as needed for on-call California Environmental Quality Act (CEQA) services for projects that require environmental assessment studies that go beyond categorical exemptions.

Recommendation: Authorize the City Manager to establish a preferred vendor list comprised of Keeton Kreitzer, PCR Services, GRC Associates, and The Planning Center, for large projects.

Background

On February 21, 2013, the City released a Request for Proposal to create a list of on-call environmental consulting firms as they concern California Environmental Quality Act (CEQA) services. Nineteen firms responded. The purpose of the Request for Proposal (RFP) was to establish a vendor list of firms to provide consultant services to augment City staff as it relates to CEQA. From time-to-time, project development entities present a project that requires environmental assessment studies that go beyond normal exemptions from the CEQA process. Also, there are Capital Improvement Projects that also require CEQA related analysis. As needed, the Public Work/Community Development Director would select one of the consultants to provide the expertise necessary to carry out some of the more detailed tasks of CEQA.

An Environmental Consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations (MND), technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects.

Based on the qualifications presented in response to this RFP, City Staff selected the four firms best able to provide environmental consulting services for upcoming private

and City initiated projects. City Staff has selected Keeton Kreitzer, PCR Services, GRC Associates, and -- for large projects -- The Planning Center.

California law requires that the City act as the lead agency on environmental studies, therefore, any consultant must take direction from the City of Los Alamitos. By having the consultant under the management of the City, the environmental document then remains a truly independent analysis of the impacts expected by the Development. It gives the City the ability to meet all State of California CEQA requirements. The environmental document remains the property of the City of Los Alamitos, not the developer, and the adequacy of the environmental documentation and the information provided therein is the responsibility of the City. Costs of these services would be funded by:

1. Applicant/developer for development projects
2. City for Capital Improvement Projects

Staff used our ranking spreadsheet to determine which firms met our needs best. Two staff members ranked the firms and then used the average to set a priority.

CITY OF LOS ALAMITOS														
On Call CEQA 2013		Keeton K. Kreitzer			PCR Services			GRC Associates			The Planning Center			
Note : Scoring is 0, 5, 6, 7, 8, 9, 10		SM	TO	AVG	SM	TO	AVG	SM	TO	AVG	SM	TO	AVG	
1	Firm Experience	10	9	9.5	9	9	9.0	9	9	9.5	9	9	9.0	
2	Coordination & Supervision Team Work.	9	8	8.5	9	9	9.0	9	8	8.5	9	9	9.0	
3	Qualifications and Experience of Staff and/or Sub-consultants	9	8	8.5	9	9	9.0	9	9	9.0	9	9	9.0	
4	Schedule & Budget Responsiveness	10	8	9.0	8	9	8.5	10	8	9.0	7	8	7.5	
5	Quality Control and Assurance	9	7	8.0	8	9	8.5	8	8	8.0	9	9	9.0	
6	Cost	10	10	10.0	8	10	9.0	10	10	10.0	7	8	7.5	
				53.5					53					51

Fiscal Impact

Establishment of this list has no fiscal impact. Expenditures for these services will be authorized via separate action at a later date.

Submitted By:



Steven A. Mendoza
Community Development Director

Approved By:



Gregory D. Korduner
Interim City Manager

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8F

To: Mayor Warren Kusumoto & Members of the City Council
From: Gregory D. Korduner, Interim City Manager
Subject: Agreement for Prosecution Services by the District Attorney of Orange County

Summary: The City of Los Alamitos has contracted for prosecution services with the Orange County District Attorney's Office for years past. Our Current Agreement for prosecution services will expire on June 30, 2013. Government Code Section 51302 states that Agreements cannot be extended beyond a five year period without the affirmative action of both parties. The attached Agreement is proposed for a five-year period beginning July 1, 2013.

Recommendation: Authorize the Interim City Manager to execute the Agreement for Prosecution Services by the District Attorney of Orange County.

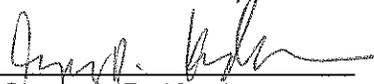
Background and Discussion

The Orange County District Attorney's office offers to provide criminal prosecution services to cities who agree to refer suspected violations of its criminal Ordinances to the District Attorney. In return for its services, the city agrees to pay to the County the sum of two-hundred thirty-four dollars (\$234.00) for each referral, without regard to the issuance of a complaint. The District Attorney will prosecute City citations for animal control violations with no charge to the City. With the consent and approval of the Assistant District Attorney in charge of the branch serving the judicial district in which the City is located, may at their discretion, provide prosecution of a City citation (other than animal control violations) and City agrees to pay the County two-hundred thirty-four dollars (\$234.00).

Fiscal Impact

The slight increase from the previous five year agreement from \$202.00 to \$234.00, can be accommodated in the budget should the need arise.

Submitted and Approved By:



Gregory D. Korduner
Interim City Manager

Fiscal Impact Reviewed by:



Joshua A. Brooks
Finance Director

Attachment: 1. Agreement with the Orange County District Attorney's Office



OFFICE OF THE
DISTRICT ATTORNEY
ORANGE COUNTY, CALIFORNIA
TONY RACKAUCKAS, DISTRICT ATTORNEY

JIM TANIZAKI
SENIOR ASSISTANT D.A.
VERTICAL PROSECUTIONS/
VIOLENT CRIMES

MARY ANNE MCCAULEY
SENIOR ASSISTANT D.A.
BRANCH COURT OPERATIONS

JOSEPH D'AGOSTINO
SENIOR ASSISTANT D.A.
GENERAL FELONIES/
ECONOMIC CRIMES

MICHAEL LUBINSKI
SENIOR ASSISTANT D.A.
SPECIAL PROJECTS

JEFF MCLAUGHLIN
CHIEF
BUREAU OF INVESTIGATION

LISA BOHAN - JOHNSTON
DIRECTOR
ADMINISTRATIVE SERVICES

SUSAN KANG SCHROEDER
CHIEF OF STAFF

April 24, 2013

CITY OF LOS ALAMITOS
3191 Katella
Los Alamitos, CA 90720
Attn: Susan C. Vanderpool/ City Clerk

RECEIVED
MAY 2 2013
City Clerk's Office
City of Los Alamitos

RE: AGREEMENT FOR PROSECUTION SERVICES BY THE ORANGE COUNTY DISTRICT ATTORNEY

To Whom It May Concern:

Enclosed please find three copies of the Agreement for prosecution of violations of your City's ordinances.

Our current agreement with your City for prosecution services will expire on June 30, 2013. Pursuant to Section 51302 of the Government Code, the agreement period may not be extended beyond five years without express approval of both parties. The attached agreement is proposed for a five-year period beginning July 01, 2013.

Please review the attached agreement and return two copies signed by the Mayor and City Clerk to our Office by **May 28, 2013**. We plan to file an Agenda Staff Report (ASR) with County Executive Office by June 5, 2013 for the June 25, 2013 Board hearing date.

If you have any questions, please feel free to contact Sahar Mattaous of my staff at (714) 347-8433. Thank you.

Sincerely,

Kim Dinh, Manager
OCDA Financial Services

KD/sm

Enclosures

REPLY TO: ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE
www.OrangeCountyDA.com

WEB PAGE:

MAIN OFFICE
401 CIVIC CENTER DR W
CENTER DR. W
P.O. BOX 808
SANTA ANA, CA 92701
92701
(714) 834-3600

NORTH OFFICE
1275 N. BERKELEY AVE.
FULLERTON, CA 92631
(714) 773-4480

WEST OFFICE
8141 13TH STREET
WESTMINSTER, CA 92683
(714) 896-7261

SOUTH OFFICE
30143 CROWN VALLEY PKWY.
LAGUNA NIGUEL, CA 92677
(949) 249-5026

HARBOR OFFICE
4601 JAMBOREE RD.
NEWPORT BEACH, CA 92660
(949) 476-4650

JUVENILE OFFICE
341 CITY DRIVE SOUTH
ORANGE, CA 92668
(714) 935-7624

CENTRAL OFFICE
401 CIVIC
P.O. BOX 808
SANTA ANA, CA
(714) 834-3852

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT, made and entered into by and between the COUNTY OF ORANGE, CALIFORNIA, a political subdivision of the State of California and a body politic and corporate (hereinafter designated as "COUNTY"), and the City of _____, a municipal corporation, located in the County of Orange (hereinafter designated as "CITY").

WITNESSETH

In consideration of the terms, covenants, conditions, and promises to be kept, performed and observed by the parties, hereto, it is agreed as follows:

1. COUNTY, through its District Attorney and deputies, officers and employees of his department, shall render to CITY such services as may be required to prosecute violations of CITY's ordinances by persons 18 years of age or older in the courts.
2. For the purpose of performing said functions, COUNTY shall provide all staffing and supervision necessary to maintain the services to be rendered hereunder.
3. The final authority for rendition of services, standards of performance, and other matters incident to the performance of such services and the control of COUNTY personnel shall remain in COUNTY. The District Attorney shall have the sole exclusive authority to determine whether a criminal complaint shall be filed and the conduct of legal proceedings with respect to any suspected violations of the CITY criminal ordinances and with respect to any additional prosecutions handled by the District Attorney for CITY.
4. CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder or any liability other than that provided for by this Agreement. Except as herein otherwise specified, CITY shall not be liable for compensation or indemnity to any COUNTY employee for any injury or sickness arising out of his employment.
5. COUNTY, its officers, agents and employees shall not be deemed to have assumed any liability for the negligence of CITY or any of its officers or employees; and CITY

shall hold COUNTY, its officers and employees harmless from any and all claims for damages resulting therefrom.

6. Both CITY and COUNTY shall hold each other harmless from liability for acts or omissions of the other.

7. (a) Referrals for Complaints. CITY may refer suspected violations of its criminal ordinances by persons 18 years of age or older to the District Attorney for a determination as to whether a criminal complaint should be filed.

CITY agrees to pay COUNTY the sum of two hundred thirty four dollars (\$234.00) for each referral, without regard to the issuance of a complaint. As used herein, a "referral" means an occurrence constituting an alleged violation of one or more CITY ordinances by one person. CITY will provide investigation, reports, copies of its ordinances, and additional evidence as requested by the District Attorney. In cases where prosecution is authorized by the District Attorney, the District Attorney will draft and prepare the complaint. When "not guilty" pleas are entered on such complaints, the District Attorney will prosecute such cases through trial without further charge, except as provided in Paragraph 7(c) herein.

(b) Additional Prosecution. Trials on CITY citations and trials on CITY complaints not issued pursuant to Paragraph 7(a) above will not be tried by the District Attorney without the consent of the Assistant District Attorney in charge of the branch serving the judicial district in which CITY is located. The District Attorney has the right to determine that special ordinances of exclusively local concern should be prosecuted by the city attorney. Except as provided in Paragraph 7 (c) below, CITY agrees to pay COUNTY two hundred thirty four dollars (\$234.00) for each prosecution of a CITY citation and each prosecution of a CITY complaint not issued pursuant to Paragraph 7(a). As used herein, "prosecution" means the District Attorney's appearance in Court after witnesses are subpoenaed on the first setting for one Defendant's trial. Where CITY asks the District Attorney to request dismissal before subpoenas have been issued, no charge will be made. As prosecutor, the District Attorney has the right to control the disposition of all complaints, trials, and appeals herein described in accordance with the duties of his office. CITY will provide investigation, reports, citations, copies of its ordinances, and additional evidence necessary for trial as requested by the District Attorney.

(c) Special Costs. CITY may request the District Attorney to file, answer, and litigate appeals of convictions of violations of CITY's ordinances. CITY agrees to pay COUNTY for such services on appeals the sum of one hundred fifty dollars (\$150.00) per hour of attorney time and eighty four dollars (\$84.00) per hour of clerical support's time. In addition to charges described in paragraphs 7(a) and 7(b) herein, CITY agrees to pay COUNTY for all time, including preparation spent in prosecutions in excess of one day, at the rate specified in this paragraph.

(d) The above rates shall be reviewed annually by COUNTY's Auditor-Controller and, if it is determined that a change in the rate is necessary to reflect change in costs to COUNTY, COUNTY shall notify CITY of such change prior to June 30th, and the change shall become effective the following July 1st.

8. Within ten (10) days following the end of each calendar quarter, COUNTY shall render to CITY a statement of the cost of services performed under this Agreement, and CITY shall pay COUNTY therefor within twenty (20) days after receipt of such statement. Such statement shall consist of the number of referrals for complaints, additional prosecution, and itemized special costs. If such payment is not received by COUNTY within thirty (30) days after rendition of billing, COUNTY may satisfy such indebtedness from any funds of CITY on deposit with COUNTY without giving further notice to CITY of COUNTY's intention to do so.

9. Upon execution of this Agreement, CITY shall provide two (2) copies of its municipal ordinances to the District Attorney. CITY will further provide the District Attorney with complete details on any additions, deletions, or corrections to the municipal ordinances that may occur during the term of this Agreement.

10. This Agreement shall continue in full force and effect for a five-year period, commencing July 1, 2013 and terminating on June 30, 2018, provided that either party may terminate upon thirty (30) days' written notice. All compensation for services rendered shall be paid regardless of termination or expiration of this Agreement. Termination of this Agreement shall not affect the duties of the parties already initiated that extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be executed by the Chairman of its Board of Supervisors and Attested by the Clerk of said Board, and CITY has caused this Agreement to be executed by its Mayor and attested by the City Clerk on the dates set opposite their respective signatures.

Dated: _____, 2013

"COUNTY"

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

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

By _____
Chairman of the Board of Supervisors

Susan Novak
Clerk of the Board of Supervisors
Of Orange County, California

APPROVED AS TO FORM:

NICHOLAS S. CHRISOS, COUNTY COUNSEL

By , Deputy

Dated: April 24, 2013

Dated: _____, 2013

"CITY"

A municipal corporation

By _____
Mayor

ATTEST:

By _____
City Clerk

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8G

To: Mayor Warren Kusumoto & Members of the City Council
Via: Gregory D. Korduner, Interim City Manager
From: Corey Lakin, Director of Recreation and Community Services
Subject: Pool Service and Maintenance Contract

Summary: This agenda item is a contract for service and maintenance of the pool.

Recommendation: Authorize the City Manager to execute a contract with Commercial Aquatic Services Inc. for service and maintenance at the pool. This contract is for a one-year contract with two optional one-year extensions. The contract is not to exceed \$15,000 annually.

Background

The pool at the Joint Forces Training Base needs to be continually serviced and maintained by a professional pool maintenance company in order to accommodate 250,000 patrons on an annual basis. The pool must remain clear, clean and healthy at all times under the City's contract with the Joint Forces Training Base for operation and maintenance of the facility. For the nearly five years, Decksides Pool Service has serviced and maintained the USA Water Polo National Training Center, but prior to that, Commercial Aquatic Services, Inc. was the service and maintenance contractor for a few years. Both companies consistently maintained the pool to the highest level.

Discussion

In early April, 15 full service pool maintenance companies were contacted to provide a bid to service and maintain the USA Water Polo National Training Center. Two of these companies (ABC Pools and Brian's Crystal Clear Pool Service) are located in Los Alamitos, but neither provide a response. After three weeks and multiple reminders via mail and email, only Decksides Pool Service and Commercial Aquatic Services Inc. responded with a bid. Both bids are the lowest price the City has ever paid for contracted maintenance at the pool. Below is a list of the companies contacted and their responses to the bid specs:

Company	City	Bid - Monthly Cost
Commercial Aquatic Services	Tustin	\$ 900.00
Deckside Pool Service	Orange	\$ 1,200.00
Knorr Systems, Inc.	Santa Ana	No Response
Sea Clear Pools, Inc.	Torrance	No Response
ABC Pools	Los Alamitos	No Response
Brian's Crystal Clear Pool Service	Los Alamitos	No Response
Atlas Pools Inc.	Laguna Niguel	No Response
Commercial Pool and Spa Service	Manhattan Beach	No Response
Infinity Pools	Huntington Beach	No Response
Lake Management Inc.	Orange	No Response
Orange County Pool & Spa Service	Anaheim Hills	No Response
USA Pools	Roswell, GA	No Response
West Coast Pool & Spa	Long Beach	No Response
LA Pool Guys	Los Angeles	No Response
Purity Pool Service		No Response

Commercial Aquatic Services, Inc. will be required to perform the following five days per week, 52 weeks of the year:

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

15. Maintain equipment room and chemical room in clean condition and remove and dispose of all chemical related garbage off site, in compliance with the Orange County Health Care Agency and Joint Forces Training Base standards daily;
16. Inspect safety signs and safety equipment daily;
17. Contractor shall conduct quarterly walkthroughs with City staff to ensure cleanliness and proper operation of City and Contractor equipment and materials
18. Always end your daily service ensuring to properly close and lock doors and gates;
19. Provide advice, insight and knowledge to upgrade, replace and/or repair pool equipment at the most reasonable prices;
20. Repair/replace pool equipment as necessary with prior City staff approval.

It is recommended that the contract for service and maintenance of the pool be awarded to Commercial Aquatic Services, Inc., the firm that previously serviced and maintained the pool. Commercial Aquatic Services, Inc. services numerous comparably-sized pools throughout Southern California including Splash! La Mirada Regional Aquatic Center and Mission Viejo Nadadores Marguerite Aquatic Center, as well as local pools including McGaugh Elementary Pool in Seal Beach and the Los Alamitos High School pool.

Fiscal Impact

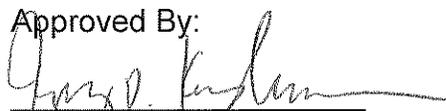
The cost of maintenance of the pool will be \$900 per month for five days of cleaning per week. The annual contract will not exceed \$15,000 annually. Funds for the service and maintenance of the pool will come from the Aquatics Division of the Recreation and Community Services Department Fund, Pool Maintenance Budget (account 10.552.5282) in the FY 2013-14 Budget.

Submitted By:



Corey Lakin
Director of Recreation and Community Services

Approved By:



Gregory D. Korduner
Interim City Manager

Fiscal Impact Reviewed By:



Josh Brooks
Finance Director

Attachment: 1. Professional Services Agreement with Commercial Aquatic Services, Inc.

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/Commercial Aquatic Services, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”), and Commercial Aquatic Services, Inc. a corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Provide maintenance services for the USA Water Polo National Training Center at least five days per week for 52 weeks of the year.
- 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 April 29, 2013 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 April 29, 2013 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2013.
- 3.4 “Expiration Date”: June 30, 2014.

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. Two additional optional one-year contract extensions may follow with a Commencement Date of July 1, 2014 and Expiration Date of June 30, 2015 and Commencement Date of July 1, 2015 and Expiration Date of June 30, 2016, with the same contract terms, fees and agreements if both City and Contractor are in agreement.

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 Fifteen Thousand Dollars (\$15,000) 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. Heather Woodland 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 its 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 Two Million Dollars (\$2,000,000) and Aggregate Liability with coverage limits of not less than Four Million Dollars (\$4,000,000)

including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss, or 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/accident for bodily injury and/or property damage.
- 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. Additional endorsements are required for the following entities with the same rights as the City: Military Department of the State of California, USA Water Polo, Los Alamitos Aquatics Foundation. 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
10911 Oak Street
Los Alamitos, CA 90720
Attn: Corey Lakin
Telephone: (562) 430-1073
Facsimile: (562) 594-9657
Email: clakin@cityoflosalamitos.org

If to Consultant:
Commercial Aquatic Services, Inc.
1332 Bell Ave., 2F
Tustin, CA 92780
Attn: Heather Woodland
Telephone: (877) 794-6227
Facsimile: (877) 794-6329
Cellular: (714) 488-4302
Email: heather@swimcas.com

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201
Telephone: (310) 450-9582
Facsimile: (320) 450-0506

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.

19 PREVAILING WAGE LAW

- 19.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance"

Professional Services Agreement
City of Los Alamitos/Commercial Aquatic Services, Inc.

project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

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

“City”
City of Los Alamitos

“Consultant”
Commercial Aquatic Services, Inc.

By: _____
Gregory D. Korduner, Interim City Manager

By: _____
Heather Woodland, Director of Operations

Date: _____

Date: _____

By: _____
Dave Woodland, President

Date: _____

Attest:

By: _____
Windmera Quintanar, CMC, City Clerk

Date: _____

Approved as to form:

By: _____
Cary S. Reisman, City Attorney

EXHIBIT A SCOPE OF WORK

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

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

Contractor will perform the following pool maintenance services:

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

Professional Services Agreement
City of Los Alamitos/Commercial Aquatic Services, Inc.

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

EXHIBIT B
APPROVED FEE SCHEDULE

The rate to be paid to the Contractor for five (5) pool maintenance visits per week is noted below:

July 1, 2013 to June 30, 2014

(Two additional optional one-year contract extensions may follow with a Commencement Date of July 1, 2014 and Expiration Date of June 30, 2015 and Commencement Date of July 1, 2015 and Expiration Date of June 30, 2016, with the same contract terms, fees and agreements if both City and Contractor are in agreement.)

Monthly Service Rate: \$900 (Annual Service Rate: \$10,800)

The monthly service rate of \$900 is to be billed 15 days prior to the month. Any additional work over and above the \$900 rate per month must be approved by City in writing prior to work being completed and will be billed after work is completed.

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8H

To: Mayor Warren Kusumoto & Members of the City Council
Via: Gregory D. Korduner, Interim City Manager
From: Corey Lakin, Director of Recreation and Community Services
Subject: Activities Guide Brochure Printing Contract

Summary: This agenda item is a contract for the printing of the Recreation and Community Services Activities Guide.

Recommendation: Authorize the City Manager to execute the one-year contract with two one-year optional extensions in an amount not to exceed \$15,000 per year with Weber Printing Company, Inc. to print the Recreation and Community Services Activities Guide.

Background

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

Discussion

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

Staff provided the following list of bid specifications:

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

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

Four (4) qualified proposals were received from 26 companies that were sent the bid specifications. Several Los Alamitos companies were sent the information, but none responded with a quote. The lowest qualified bid was received from Weber Printing Company, Inc. and it is recommended that the contract for the printing of the brochure be continued with this firm. This contract is not to exceed \$15,000 annually.

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

Fiscal Impact

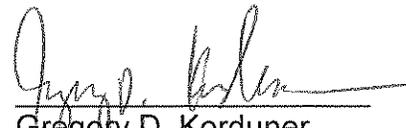
The cost to print the Recreation and Community Services Activities Guide is \$3,520 per issue (\$4,390 for the expanded summer issue), not to exceed \$15,000 annually. This is a decrease in expenses of \$800 from past years. Funds for the printing will come from the Recreation Brochure Budget (account 10-551-5237) in the FY 2013-14 budget.

Submitted By:



Corey Lakin
Director of Recreation and Community Services

Approved By:



Gregory D. Korduner
Interim City Manager

Fiscal Impact Reviewed By:



Josh Brooks
Finance Director

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

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

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Contractor: printing of the Recreation and Community Services Activities Guide.
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Contractor's March 8, 2013 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Contractor's March 8, 2013 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": July 1, 2013.
- 3.4 "Expiration Date": June 30, 2014.

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. Two optional one-year contract extensions may follow with Commencement Dates of July 1, 2014 and July 1, 2015 and Expiration Dates of June 30, 2015 and June 30, 2016, respectively, with the same contract terms and agreements if both City and Contractor are in agreement.

5. CONTRACTOR'S SERVICES

- 5.1 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of fifteen thousand (\$15,000) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Steven Weber** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Contractor 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 Contractor 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 Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor 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 Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule 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 Contractor 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 Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Contractor look to the City as *i*t*s* employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned PERS retirement benefits, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or provided for performance of this Agreement are deemed confidential and shall not

be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, 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. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage 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 Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Contractor arising from Contractor's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Contractor under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

- 10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not

less than One Million Dollars (\$1,000,000)

- 11.2 Contractor shall require each of its subcontractors to maintain insurance 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 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Contractor's expense.
- 11.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the 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. Contractor shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Contractor 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. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Contractor shall be primary to any 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 Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

Professional Services Agreement
City of Los Alamitos/Weber Printing Company, Inc.

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Emeline Moya
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

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

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201
Telephone: (310) 450-9582
Facsimile: (320) 450-0506

16. **SURVIVING COVENANTS**

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

17. **TERMINATION**

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

18. GENERAL PROVISIONS

- 18.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 18.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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 Contractor 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 Contractor unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and 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 Contractor 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 Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

19

PREVAILING WAGE LAW

- 19.1 Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.

Professional Services Agreement
City of Los Alamitos/ Weber Printing Company, Inc.

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 _____
Warren Kusumoto, Mayor

Date: _____

"Contractor"
Weber Printing Company, Inc.

By: Steven G. Weber, Vice President
Steven G. Weber, Vice President

Date: 4/29/13

By: Lynda Slack, Sec. Treas
Lynda Slack, Secretary-Treasurer

Date: 4/29/13

Attest:

By _____
Windmera Quintanar, CMC, City Clerk

Date: _____

Approved as to form:

By _____
Cary S. Reisman, City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

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

EXHIBIT B
APPROVED FEE SCHEDULE

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

\$3,520 per issue x 3 issues = \$10,560

Summer issue with additional 4 inside pages = \$4,390

Total: \$14,950

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

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8I

To: Mayor Kusumoto & Members of the City Council

Via: Gregory D. Korduner, Interim City Manager

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

Subject: Award Bid for Museum Roof Repair Project (CIP No. 12/13-05)

Summary: This report recommends action to begin facilitating the construction of the Museum Roof Repair Improvement Project (CIP No. 12/13-05).

Recommendation:

1. Award construction of the Museum Roof Repair Improvement Project (CIP No. 12/13-05) to All Weather Roofing, Inc. in the amount of \$28,500.00; and,
2. Authorize the Mayor to execute the contract for the project; and,
3. Due to the age of the building and the small size of the contract, authorize City Engineer to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$5,700.00, which is 20% of the original contract amount.

Background

On January 3, 2011, the City Council approved the plans and specifications for solicitation of bids for the Museum Roof Repair Improvement Project (CIP No. 12/13-05). On September 29, 2011, construction bids were publicly opened for the construction of Roof Repair Project. Only one bid was received and the bid amount exceeds the appropriated construction budget for this project, and staff recommended that the City Council reject all bids and re-advertise which occurred on June 6, 2011.

Discussion

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

- May 28, 2013 Award of contract
- June 10, 2013 Start of construction
- July 26, 2013 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 Museum Roof Repairs Improvement Project (CIP No. 12/13-05) were publicly opened on May 1, 2013, at 2:00 pm. From the four (4) total bids received, staff determined the construction bid submitted by All Weather Roofing, Inc. to be the lowest responsible bid, with the total bid amount of \$28,500. The bid results are shown below.

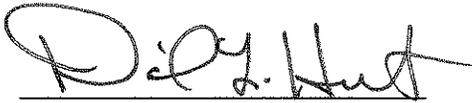
All Weather Roofing Inc	\$28,500
WS Tech Inc	\$44,500
J. CAB & Sons Roofing, Inc	\$48,827
Best Inc	\$73,437
Average	\$48,816

Fiscal Impact

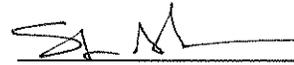
Funding for this project is through the Building Fund and has a budget of \$50,000.00.

Prepared By:

Reviewed By:



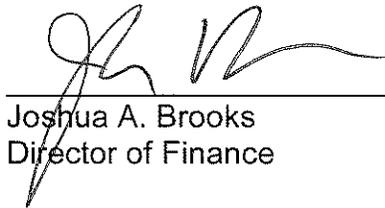
David L. Hunt, PE
City Engineer



Steven A. Mendoza
Director of Community Development

Fiscal Impact Reviewed By:

Approved By:



Joshua A. Brooks
Director of Finance



Gregory D. Korduner
Interim City Manager

Attachment: 1. Contract

ARTICLES OF AGREEMENT

MUSEUM ROOF REPAIR PROJECT, SPECIFICATION NO. CIP 12/13-05, AGREEMENT IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS MUSEUM ROOF REPAIR PROJECT, SPECIFICATION NO. CIP 12/13-05, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 20th day of May, 2013, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and All Weather Roofing, 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 MUSEUM ROOF REPAIR PROJECT, SPECIFICATION NO. CIP 12/13-05, 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 sum of Twenty-eight Thousand Five Hundred Dollars (\$28,500,) 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: Dave Hunt, PE	CONTRACTOR: Stephen G. Roberts, President
CITY OF LOS ALAMITOS	All Weather Roofing, Inc.
3191 Katella Avenue	229 N. Loma Pl.
Los Alamitos, CA 90720	Upland, CA 92786

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 20th day of May, 2013.

CONTRACTOR: All Weather Roofing, Inc.

Stephen G. Roberts, President
Contractor's License No. 359895

Subscribed and sworn to this _____ day of _____, 2013.

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
City of Los Alamitos

Date

(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: _____ All Weather Roofing _____
(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
MUSEUM ROOF REPAIR PROJECT
SPECIFICATION NO. CIP 12/13-05
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
MUSEUM ROOF REPAIR PROJECT
SPECIFICATION NO. CIP 12/13-05
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: _____

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8J

To: Mayor Warren Kusumoto & Members of the City Council

Via: Gregory D Korduner, Interim City Manager

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

Subject: Award Bid for Commercial Street Improvement Project (CIP No. 12/13-06)

Summary: This report recommends action to begin facilitating the construction of the Commercial Street Improvement Project (CIP No. 12/13-06) which consists of four commercial streets that includes; Cerritos Avenue between Bloomfield Street and Santa Clara Street, Los Vaqueros Circle, southern section of Humbolt Street and Reagan Street between Briggeman Drive and Catalina Street.

Recommendation:

1. Award construction of the Commercial Street Improvement Project (CIP No. 12/13-06) to Sequel Contractors in the amount of \$510,457.80; 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 \$51,046.00, which is 10% of the original contract amount.

Background

On December 17, 2012, the City Council approved the plans and specifications for solicitation of bids for Commercial Street Improvement Project (CIP No. 12/13-06). This project is to resurface the following four streets:

- Cerritos Avenue between Bloomfield Street and Santa Clara Street
- Los Vaqueros Circle
- Southern section of Humbolt Street
- 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

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

- May 28, 2013 Award of contract
- June 17, 2013 Start of construction
- August 16, 2013 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 Commercial Street Improvement Project (CIP No. 12/13-06) were publicly opened on May 2, 2013, at 2:00 pm. From the six (6) total bids received, staff determined the construction bid submitted by Sequel Contractors to be the lowest responsible bid, with the total bid amount of \$510,457.80. The bid results are shown below.

SEQUEL CONTRACTORS	\$510,457.80
HARDY & HARPER	\$522,000.00
R.J. NOBLE	\$523,325.35
ALL AMERICAN ASPHALT	\$535,461.00
EXCEL PAVING	\$583,437.00
GRIFFITH	\$659,829.50
Average	\$555,751.78

Fiscal Impact

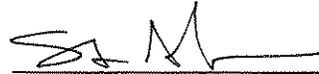
Funding for this project is 50% (\$318,000) from the State-Local Partnership Program (SLPP) Formula Grant which is using State Proposition 1B funds, and 50% (\$318,000) from matching funds required by the grant from the OCTA Measure M2 Fair Share Funds that were already designated to be used on these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

Prepared By:



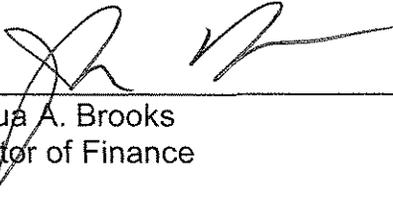
David L. Hunt, PE
City Engineer

Reviewed By:



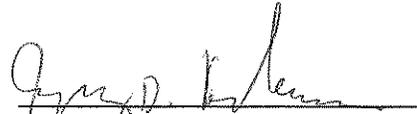
Steven A. Mendoza
Director of Community Development

Fiscal Impact Reviewed By:



Joshua A. Brooks
Director of Finance

Approved By:



Gregory D. Korduner
Interim City Manager

Attachment: 1. Contract

ARTICLES OF AGREEMENT

COMMERCIAL STREET IMPROVEMENT PROJECT , SPECIFICATION NO. CIP 12/13-06, AGREEMENT IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS COMMERCIAL STREET IMPROVEMENT PROJECT , SPECIFICATION NO. CIP 12/13-06, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 20th day of May, 2013, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and Sequel Contractors, 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 COMMERCIAL STREET IMPROVEMENT PROJECT , SPECIFICATION NO. CIP 12/13-06, 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 sum of Five Hundred Ten Thousand Four Hundred Fifty Seven Dollars and Eighty Cents (\$510,457.80) 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.

APPROVED FOR USE IN 2011

97240.3

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 or 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: Dave Hunt

CONTRACTOR: Thomas S. Pack

CITY OF LOS ALAMITOS

Sequel Contractors

3191 Katella Ave.

13456 Imperial Hwy.

Los Alamitos, CA 90740

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 20th day of May, 2013.

CONTRACTOR: Sequel Contractors

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

Subscribed and sworn to this _____ day of _____, 2013.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____ Date _____
Mayor of the
City of Los Alamitos

ATTESTED: _____ Date _____
City Clerk of the
City of Los Alamitos

APPROVED AS
TO FORM: _____ Date _____
City Attorney of the
City of Los Alamitos

(EXECUTE IN DUPLICATE)

**FAITHFUL PERFORMANCE BOND
COMMERCIAL STREET IMPROVEMENT PROJECT, SPECIFICATION NO. CIP
12/13-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that Sequel Contractors, 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 _____ Dollars (\$ _____); 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: COMMERCIAL STREET IMPROVEMENT PROJECT, SPECIFICATION NO. CIP 12/13-06 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 _____, 2013.

Contractor*	Thomas S. Pack, President Sequel Contractors 13546 Imperial Hwy., Santa Fe Springs, CA (562) 802-7227	SURETY*
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*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 _____, 2013.

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

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
COMMERCIAL STREET IMPROVEMENT PROJECT
SPECIFICATION NO. CIP 12/13-06
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
COMMERCIAL STREET IMPROVEMENT PROJECT
SPECIFICATION NO. CIP 12/13-06
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: _____

City of Los Alamitos

Agenda Report Consent Calendar

May 20, 2013
Item No: 8K

To: Mayor Kusumoto & Members of the City Council

Via: Gregory D. Korduner, Interim City Manager

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

Subject: Award Bid for Coyote Creek Park Project (CIP No. 12/13-04)

Summary: This report recommends action to begin facilitating the construction of the Coyote Creek Park Improvement Project (CIP No. 12/13-04).

Recommendation:

1. Award construction of the Coyote Creek Park Improvement Project (CIP No. 12/13-03) to Pima Corporation, Inc. in the amount of \$601,487.86; and,
2. Authorize the Mayor to execute the contract for the project; and,
3. Authorize City Manager to execute change orders and alternate bid items, if necessary, in an amount not to exceed the contingency reserve of \$120,297.57, which is 20% of the original contract amount.

Background

In 2005, the City of Los Alamitos was awarded funding in the amount of \$1,440,000 from the Rivers and Mountains Conservancy (RMC) to create a recreation parkway adjacent to Coyote Creek, Oak Middle School and the Royal Oak Mobile Home Park. The grant funds for the project come from the RMC through Proposition 50, the Clean Drinking Water, Coastal and Beach Protection State Bond Act of 2002.

The project site borders Coyote Creek flood channel and the regional bike trail along Coyote Creek, both of which are maintained by the Los Angeles County Department of Public Works (LACPW), between Cerritos Avenue and Katella Avenue. The parcel is approximately 2,500 feet in length and approximately 4.0 acres. The site is comprised of a Southern California Edison (SCE) right-of-way area, an SCE easement for an existing oil pipeline, and an additional easement area for Orange County Flood Control District

(OCFCD). The OCFCD easement is used to maintain the Los Alamitos Channel, an earthen channel which flows through the site from the northeast to southwest. The project focus is to create a passive recreation area with landscaping composed of native plants of significant ecological value to the region to attract habitat, and restore the site from a barren utility corridor into a passive greenway park along the Coyote Creek Channel. The walkways will be constructed with non-pervious materials to allow storm water to percolate back into the ground. The development of a park is an opportunity to provide a prototype for the modification of single-purpose land use restrictions to multi-purpose land uses.

Discussion

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

- May 20, 2013 Award of contract
- June 10, 2013 Start of construction
- September 10, 2013 End of construction
- March 10, 2013 Maintenance Period / City's Acceptance of Park

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 Coyote Creek Improvement (Park) Project (CIP No. 12/13-04) were publicly opened on May 14, 2013, at 2:00 pm. From the nine (9) total bids received, staff determined the construction bid submitted by Pima Corporation to be the lowest responsible bid, with the total bid amount of \$601,487.86. The Engineer's estimate for the project was \$800,000.00. The bid results are in the adjacent table.

Coyote Creek Park Construction Bids	
Pima Corporation	\$ 601,487.86
Environmental Construction, Inc.	\$ 611,481.72
STL Landscape	\$ 630,000.00
Kasa Construction	\$ 693,190.60
Los Angeles Engineering, Inc.	\$ 709,562.48
Green Giant Landscaping	\$ 729,560.20
C.S. Legacy Construction	\$ 735,322.32
Griffith Co.	\$ 778,682.88
Patriot Contracting & Engineering	\$ 848,868.60
Average	\$ 704,239.63

Fiscal Impact

Budgeted funds for the 2012-2013 project is under Coyote Creek Park project total \$1,440,000 for the projects.

Project Costs	
Construction costs	\$ 601,487.86
20% Contingency and alternate bid items	\$ 120,297.57
County Permits	\$ 15,000.00
Additional Entrance Signs/Gates and Water line	\$ 150,000.00
Design, Permit applications, Inspection and Project Management	\$ 300,000.00
Total	\$1,186,785.43

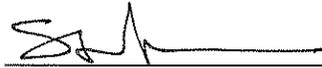
Funds for these services are budgeted in the 2012–13 Capital Improvement Program and will be reimbursed through the RMC grant.

Prepared By:



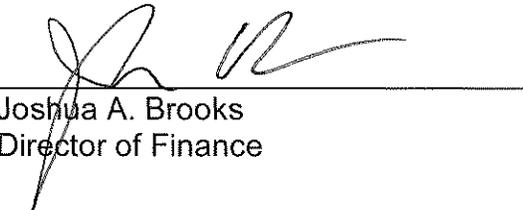
David L. Hunt, PE
City Engineer

Reviewed By:



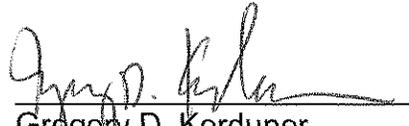
Steven A. Mendoza
Director of Community Development

Fiscal Impact Reviewed by:



Joshua A. Brooks
Director of Finance

Approved By:



Gregory D. Korduner
Interim City Manager

Attachment: 1. Contract

ARTICLES OF AGREEMENT

**COYOTE CREEK IMPROVEMENTS (PARK),
SPECIFICATION NO. CIP 12/13-04, AGREEMENT
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS COYOTE CREEK IMPROVEMENTS (PARK), SPECIFICATION NO. CIP 12/13-04, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 20th day of May, 2013, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and Pima Corp., 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 COYOTE CREEK IMPROVEMENTS (PARK), SPECIFICATION NO. CIP 12/13-04, 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 sum of Six Hundred One Thousand Four Hundred Eighty-seven Dollars

and Eighty-six Cents (\$601,487.86) 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 or 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: Dave Hunt, City Engineer

CONTRACTOR: Bijan Pirouz, President

CITY OF LOS ALAMITOS

PIMA CORPORATION dba Advanced Construction

3191 Katella Avenue

2001 S. Barrington Avenue, Suite 119

Los Alamitos, CA 90720

Los Angeles, CA 90025

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 20th day of May, 2013.

CONTRACTOR: Pima Corporation

Bijan Pirouz, President
Contractor's License No. 698859

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

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)

(EXECUTE IN DUPLICATE)
FAITHFUL PERFORMANCE BOND
COYOTE CREEK IMPROVEMENTS (PARK), SPECIFICATION NO. CIP 12/13-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That Pima Corporation, 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 _____ Dollars (\$_____); 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: COYOTE CREEK IMPROVEMENTS (PARK), SPECIFICATION NO. CIP 12/13-04 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*	Bijan Pirouz, President Pima Corporation 2001 S. Barrington Ave, #119 Los Angeles, CA 90025 310-231-7060	SURETY*.....
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*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)

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: _____ Pima Corporation
(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
COYOTE CREEK IMPROVEMENTS (PARK)
SPECIFICATION NO. CIP 12/13-04
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
COYOTE CREEK IMPROVEMENTS (PARK)
SPECIFICATION NO. CIP 12/13-04
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.**

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

City of Los Alamitos

Agenda Report Discussion Items

May 20, 2013
Item No: 9A

To: Mayor Warren Kusumoto & Members of the City Council
Via: Gregory D. Korduner, Interim City Manager
From: Windmera Quintanar, CMC, City Clerk
Subject: Software Options for Transparency

Summary: On April 15, 2013, Council briefly discussed the possibility of incorporating available technology to help streamline the minute preparation process, as well as providing additional transparency.

Recommendation: Action as Council deems appropriate.

Background

On April 15, 2013, the Council discussed the format for City Council minutes. Council voted to return to Summary minutes and directed Staff to research the possibility of utilizing Granicus for additional meeting transparency.

Discussion

Council expressed an interest in minute preparation, video recording, and live streaming. These solutions, as well as a few additional solutions, have been provided in the quote from Granicus for Council's review. A Granicus representative is here this evening to address the Council and answer any questions.

Larry Strawther, CSMP, has also submitted some preliminary information for Council consideration. Staff is unfamiliar with the services being suggested by Mr. Strawther. Should Council decide to move forward, Staff would fully vet all available options from responsible providers, including CSMP.

Granicus Suites

The Government Transparency Suite allows the meetings to be streamed live, link related documents to the video, and provides advance searchable archives of Council meetings.

The Meeting Efficiency Suite is a meeting preparation tool that allows Staff to record roll-call, agenda, speakers, motions, and votes, through a simple interface.

The Electronic Voting and Public Displays Suite is a touch-screen display that records actions directly from elected members. The display also has the ability to allow Council to review the paperless agenda packet.

Preliminary Cost

Granicus pricing is based off the City's population. Granicus is currently running a spring promotion of buy one suite, get one half price. These preliminary spring promotion prices are reflected in the table below.

Item	Up-Front Cost	Monthly Cost (First 12 Months)	Monthly Cost (After 12 Months)
Open Platform Suite *	\$ 0.00	\$ 84.50	\$ 169.00
Government Transparency Suite	\$ 4,475.00	\$ 430.00	\$ 430.00
Meeting Efficiency Suite	\$ 6,200.00	\$ 200.00	\$ 400.00
VoteCast Touch Package	\$ 27,850.00	\$ 99.50	\$ 199.00
VoteCast Display CPU	\$ 980.00	\$ 0.00	\$ 0.00
Shipping	\$ 605.00	\$ 0.00	\$ 0.00
Sub-Total	\$ 40,110.00	\$ 814.00	\$ 1,198.00
Tax	\$ 0.00	\$ 0.00	\$ 0.00
Grand Total	\$ 40,110.00	\$ 814.00	\$ 1,198.00

* Required to run Granicus Suites

Additional optional services include onsite technician (\$150.00/hour), Verbatim Transcription Services (\$210.00/meeting hour), and Closed Captioning Live (\$150.00/hour).

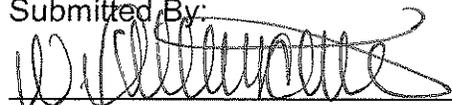
Next Steps

Should Council decide to utilize some of the available software applications, Staff would solicit bids and bring the lowest responsible provider forward for Council approval at a later date.

Fiscal Impact

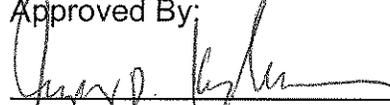
None at this time.

Submitted By:



Windmera Quintanar, CMC
City Clerk

Approved By:

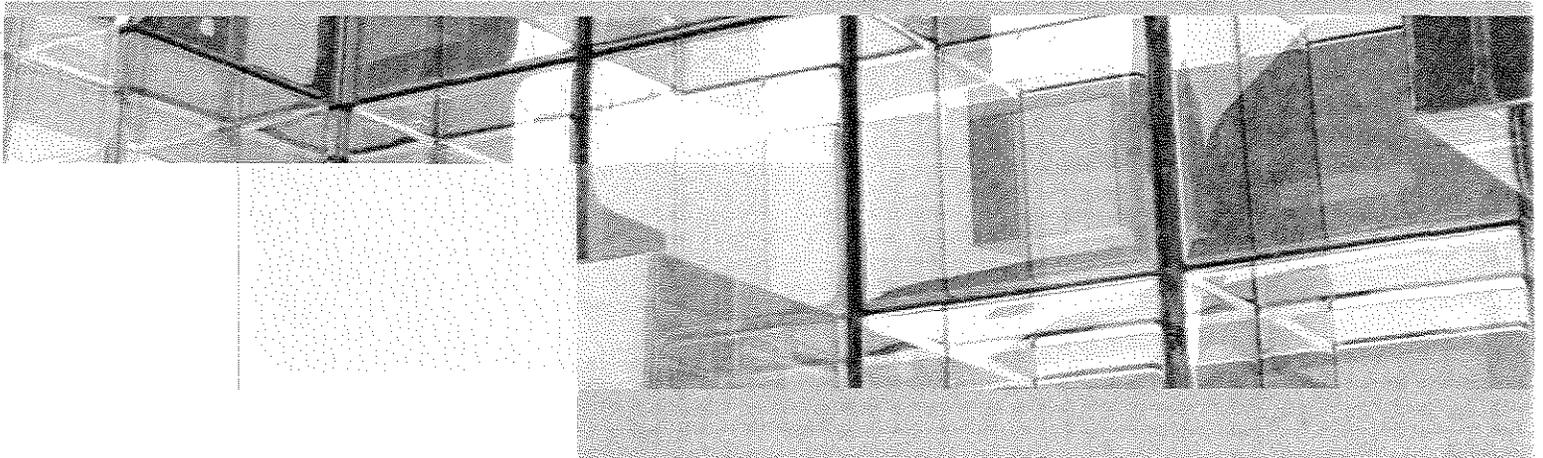


Gregory D. Korduner
Interim City Manager

Attachments: 1. Granicus Proposal
2. CSMP Proposal

Proposal for Los Alamitos, CA

Government Transparency, Efficiency, and Collaboration Solutions



Proposal presented to:

Windy Quintanar

City Clerk

City of Los Alamitos, CA

April 30, 2013

Granicus Proposal to the City of Los Alamitos

April 30, 2013

Dear Windy,

Thank you for considering Granicus, we're excited to support your transparency and citizen participation initiatives/needs. We look forward to establishing a rewarding, long-term relationship with you.

On the following few pages, you will find a breakdown of the needs that we have uncovered, our proposed solution, some of our key differentiators, detailed pricing, and a checklist that outlines our next steps.

Plan

Los Alamitos would like to "go live" with its first meeting as soon as possible. We can typically deploy new solutions within 60-120 days from receiving the Purchase Order. In an effort to keep us on goal with your preferred "go live" date we will need the PO and authorized service agreement submitted to Granicus by June 14, 2013.

Below you will find a detailed proposal of the solution we have chosen for Los Alamitos. The proposal and pricing includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation.

Over 900 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience which has allowed us to develop tools with government in mind and meet the market demand. We hope that you enjoy being part of the Granicus client family.

Most Sincerely,

Maryann Mooney
Western Regional Sales Executive
702.279.5577
Granicus, Inc.

Budgetary Impact

Your Granicus solution was based on Los Alamitos' specific government transparency and public meeting efficiency needs. Our pricing reflects our commitment to supply customers with the highest value and quality software and support. Los Alamitos' solution pricing is detailed below.

Spring Promotion Pricing Table

Item	Up-Front Cost	Monthly Cost (For First 12 Months)
Open Platform Suite	\$0.00	\$84.50
Government Transparency Suite	\$4,475.00	\$430.00
Meeting Efficiency Suite	\$6,200.00	\$200.00
VoteCast Touch Package for Meeting Efficiency Suite	\$27,850.00	\$99.50
VoteCast Display CPU	\$980.00	\$0.00
Shipping	\$605.00	\$0.00
Sub-Total	\$40,110.00	\$814.00
Tax	\$0.00	\$0.00
Grand Total	\$40,110.00	\$814.00

*** NOTE: The pricing in this preliminary proposal is SUBJECT-TO-CHANGE. While this preliminary proposal will provide you with our best possible estimate of what your solution will look like, it is not considered complete until a network assessment has been completed. Our goal here at Granicus is to make sure that every new client has a successful deployment and to make sure that our products exceed your expectations. We believe that spending the time to accurately conduct an assessment of your network and documents will help us meet our goals and will ensure that you have the best experience possible. ***

Your Granicus solution may require on-site training. Additional costs and fees are associated with on-site training. You may be billed for travel expenses, including but not limited to, air travel and automobile rentals, as well as lodging expenses. You will receive an itemized invoice for all expenses related to on-site training within 30 days of the completion of the on-site visit. You will not be billed for expenses in excess of \$2,000 per on-site visit.

Pricing Good Through June 14, 2013

DESCRIPTION	UNIT PRICE	QUANTITY	AMOUNT
Closed Captioning (Live)	\$ 150.00 Hour	0	\$ -
Verbatim Transcription Services	\$ 210.00 Hour	48	\$ 10,080.00
Granicus Webcasting Mt (Site Setup, Design, Encoder, Backup Records, Wiring -- Req. for Webcast)	\$ 550.00 Day	12	\$ 5,500.00
Granicus Webcast Technician (Minimum 3 Hours included for setup/strike)	\$ 150.00 Hour	60	\$ 9,000.00
*Hours include 1 hr setup, 1 hr tear-down, offsite agenda posting, post-production, trimming, posting, and publishing			
TOTAL			\$ 25,580.00

- All suites require the Granicus Open Platform
- All suites (except Meeting Efficiency add-ons) include hardware and software
- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality.

Pricing Terms

- BOGO13 Promotion: Clients who enter into an agreement with Granicus to purchase a Suite prior to June 14, 2013 are eligible for a one-time promotion. As part of this promotion, Client will receive Monthly Managed Service Fees ("MMS") on any additional Suite(s) of equal or lesser value at a fifty percent (50%) discount during the initial twelve (12) months of the agreement. Discounted billing for Monthly Managed Services will start after deployment has been completed. The MMS pricing will revert to one hundred percent (100%) of the regular price (two times the promotion price) for the additional Suite(s) in year two of the Agreement. Up-front costs are not affected by this promotion. Monthly Managed service fees on Client's current services are not affected by this promotion. This promotion cannot be used in conjunction with any other discount or promotion.
- All suites require the Granicus Open Platform
- All suites (except Meeting Efficiency add-ons) include hardware and software
- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality
- Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- Fifty percent (50%) of all up-front fees are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment. Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

This proposal expires on June 14, 2013.

Proposed Solution

Granicus® Open Platform

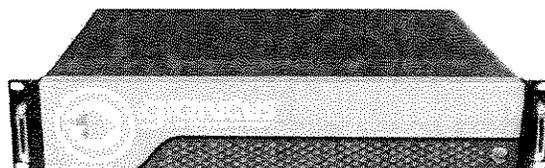
The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here](#) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices

Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- Provides live and on-demand streaming – online and via mobile devices
- Remote systems monitoring and Granicus maintenance updates
- 500 GB of local storage (approximately 1,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) – up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery



Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes and more through the iLegislate application. [Click here](#) for more information on the Government Transparency Suite.

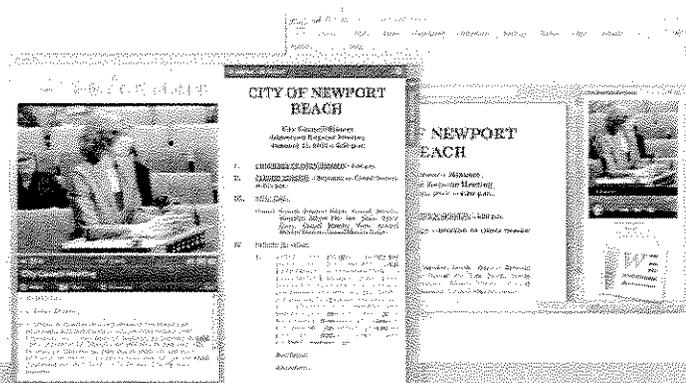
- Stream unlimited meeting bodies and events live
- Intelligent media routing
- Index video in real-time and link to relevant materials
- Build reports and analytics on visitor trends
- Paperless agenda for the iPad
- Offer downloadable media formats



Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteLog, allow the public to track legislation, ordinances and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. [Click here](#) for more information on the Meeting Efficiency Suite.

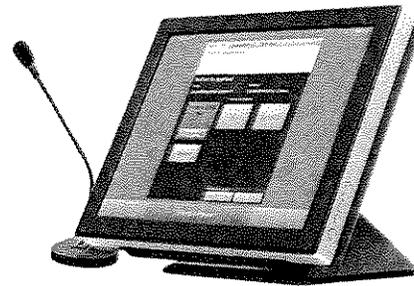
- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes



Electronic Voting and Public Displays (suite add-ons)

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more.

- Touch-screen displays
- Digital speaker queue
- Vote and roll call automation
- Review paperless agenda packets



Managed Services

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.

Webcasting Services

Granicus provides fully-managed live and on-demand streaming of public meetings and events. Meeting videos are fully searchable, indexed to agenda items and cross-linked to supporting materials, providing your audience with a completely integrated public record.

Reach the broadest audience possible over smart phones and mobile devices with cross-platform compatible archived webcasts. Plus, our Design staff will create a portal for webcasts that matches the look and feel of your existing website, offering a better end-user experience.

Closed Captioning Services

Engage new audiences and support ADA (Americans with Disabilities Act) compliance with closed captioning for your meetings. Give your audience greater accessibility and allow them to search archives for any word spoken during the meeting. Captions can be recorded in real-time or added to archive meetings.

Certified Transcription Services

Produce a complete, word-for-word transcript and give the public a written account of your meeting. Transcripts can be attached to archived videos and published online as supporting documentation. This service is available for archived meetings only.

Minutes Annotation Services

Let Granicus help you complete and produce your meeting minutes. Stay consistent with your previously published minutes documents and choose your preferred format: action, summary, or verbatim. Minutes can be delivered as Word or PDF documents and published to your website. This service includes post-meeting video trimming and time stamping.

Audio and Visual Production Services

Rely on experienced AV technicians to ensure that your meeting is flawlessly captured. We will work with you to determine your live meeting needs and can provide the following services:

Cameras and Microphones

We can provide an audio and video solution to fulfill the customer's needs. We offer a variety of camera and microphone configurations and will work with you to find the setup that best meets your need and budget. All options include onsite technicians who setup, manage and strike equipment.

Additional Equipment

Granicus can also provide and support the following items for any event:

- Lighting

- Projectors and screens
- Phone interfaces
- Teleprompting

Indexing and Publishing

For organizations short on staff or resources, allow Granicus to index and publish media content for you. Events will be setup and recorded in MediaManager. Once a meeting is complete, your archive is trimmed, time stamped to create easy to navigate jump to points, and published online.

Advanced Encoding Services

Encoding services allow our clients with existing media recordings to have files re-encoded into Granicus' preferred formats (WMV, WMA). Recordings will be trimmed and uploaded into your specified folder in MediaManager. Granicus will accept files in various formats including VHS, DVD, CD, Dv Cam, HDV, Beta SP, Beta SX, most digital files, audio cassettes, and more.

Public Display

Help your audience follow fast-paced meetings. Display live meeting actions including current agenda item, vote results, and speakers over large monitors both inside and outside the meeting chambers. Push this information to the Web or display results on TV through your cable feed.

Performance Accelerator

This network performance tool allows you to distribute hundreds of simultaneous on-site streams with minimal network impact. Get enterprise class on-site storage and distribution of your video content. This system was designed, architected, and tested for high-performance needs to help you avoid single points of failure.

Advanced Website Integration

Website integrations are customized to match the look and feel of your website. Granicus offers multiple options to give you the results you want. From sectioned view pages organized by meeting bodies, to a listing of original programming organized by content, Granicus will design and create pages to help you better manage your online media.

Professional Services	Open Platform	Government Transparency	Citizen Participation	Meeting Efficiency	Legislative Management	
Managed Deployment						
Encoding Appliance		•		•		One-time installation of an on-premise unified encoding and storage appliance.
Hosted Web-Based Application	•	•	•	•	•	Activation of a hosted media and content management application.
Agenda Parser		•	•	•		Installation of the agenda parser to read and parse documents automatically.
Meeting Software		•		•		Local installation of software in meeting chambers to boost minutes efficiency.
Public Display				•		Application installation to live broadcast text displays of meeting actions in-person, online, or over TV.
Touch-screens				•		Local installation of touch-screen monitors and applications in meeting chambers.
Workflow Assessment & Configuration						
Workflow Assessment				•	•	Careful workflow review and software configuration.
Workflow Implementation				•	•	Hands-on guidance and support to ensure smooth and successful user adoption.
Onsite Training and Meeting Support				½ Day/ 1 MB*	2 Day/ Sys.Admin	On-premise support and mentorship to guide users during a live meeting.
Product Training						
Self-Paced Online	•	•	•	•	•	On-demand online training courses accessible anytime, anywhere.
Instructor-led Online Training Series		6 hrs/ 8 Users		12 hrs/ 1 MB	5 Day Combo w/ Onsite	Live online training led by a training professional in a classroom environment.
Onsite Training and Meeting Support				1.5 Day/ 1 MB*	5 Day Combo w/ Online	Intensive hands-on training at the clients' location to address unique user needs.
Web Integration & Design						
Standard Website Integration	•					Standard media player and media portal embedded into customer's branded website.
Customized Website Integration		•	•	•		Custom design and integration of a media player and media portal to match the look and feel of the customer's branded website.
Legislative Portal Website Integration					•	Standard portal for legislative information that matches the look and feel of customer's branded website.
Document Assessment		•	•	•		Analysis of current document layouts to ensure content importing and management is successful.
Customized Agenda Template		•	•	•		Development of an HTML agenda template to support indexing, search, and electronic comments.
Customized Minutes Template				•		Development of a minutes template in HTML or Microsoft Word to support video links.
Standard Reports					•	Standardized report templates for agendas and minutes.
Public Display Template				•		Configuration including graphics, colors, fonts, and standard text elements.

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,00 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of a native iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, as well as stream archived videos
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

LOS ALAMITOS GOVERNMENT INTERNET VIDEO OPTIONS

In early 2011, at the request of former City Manager Jeff Stewart, CSMP researched the various options (Granicus, Leightronix, etc.) for using internet video technology for council meetings, agendas, etc. We studied the scope of services, the cost of equipment and annual fees, and – equally important -- how they integrated into existing community video technology and anticipated community video capabilities.

In late 2012, then City Manager Angie Avery, asked us to make recommendations on the same topic – and consider solutions that could be a win-win for city council goals and community TV needs.

Our conclusion then and now is that most of the “complete package” products are overkill for a small city. However, the key goals of transparency and integration into agenda and minutes, can easily be accomplished by purchasing two items which work with existing Los Al TV equipment.

The two items would be the **Leightronix PEG Vault SD** and the **Leightronix PEG Central Web Hosting Service**. The purchase and use of these items would allow the city to achieve – at a reasonable price:

- improved government transparency (the equal if not better than that offered by Granicus)
- cost-efficient URL-linking of council (and even commission) agendas and minutes
- increase viewership of **ALL** programming – council meetings, access shows & sports.

PEG Vault is basically a portable recording and storage device which could be utilized for van productions, studio productions, council meetings, Candidates forum, even non-profit fund-raising events

- It allows a program (a council meeting or game) to be streamed live
- reduces need for back-up DVD player in van or studio – eliminating finalizing, conversion, etc.
- Consolidates & Automates file transfer operations, reduces labor costs
- Indexing function allows real-time linking to agenda (modifiable before or after an event)

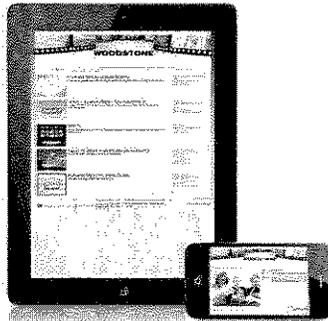
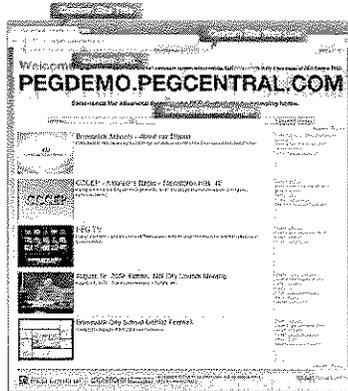
PEG Central – (think of it as Community TV YouTube) -- allows LATV programming (including council meetings) to be available on-demand almost immediately -- via internet or Mobile (smartphones, iPads) and can **greatly increase local viewers:**

- make all Los Al TV content available on the internet
 - thus available to the 25% who have satellite TV
 - all LAUSD community members who may live outside Los Al & Rossmoor
 - local business owners or potential clients who live in surrounding area -- Cypress, LB, etc.)
 - outside residents interested in Los Alamitos Council discussions re: ProLogis, etc.
- allow any community member (CSMP, John Underwood, local residents, high school students) to program LATV content on their “own” internet channels.
- In addition, all this programming could also be placed on YouTube as 1) a free back-up, 2) and to take advantage of their wider audience and unmatched “search” benefits.

By working with a system which benefits Los Al TV, the costs of purchase and implementation can be shared with the Los Al TV Fund, resulting in significant savings for both budgets.

Angie Avery asked CSMP to suggest an amount we would charge to provide support and assistance to the city staff to make the system work – with the proviso that any such monies be used for Los Al TV programming. We would like to wait until we see exactly what city expectations would be, but the final amount would no doubt result in the desired win-win – both parties get equipment updates, increased viewership, more transparency, time and labor savings from automation, additional; funds for Los Al TV programming and reduced costs for both parties because they can be shared.

Programming Delivery Systems



**PEG Central Web
Hosting Service –
2,988.00 per year**

Almost one half of the desired local target audience cannot watch LATV programming on Channel 3. This includes:

- Locals who own satellite home systems (DirectTV, etc.)
- LAUSD families who live outside the Los Al-Rossmoor communities.
- Local businessmen – and potential customers – who live outside the Los Al-Rossmoor communities.
- Interested residents of other communities who may be interested in council deliberations on topics such as the Cypress/ProLogis discussions.

At the same time, video programming is no longer restricted to television channels. A large and growing number viewers prefer to watch programming on-demand, at times and on devices of their own choosing – home computer or mobile device.

PEG Central addresses both of these issues and allows Los Alamitos Television to provide programming content to the widest possible audience.

Using the PEGvault SD unit, programs can be streamed live to viewers using the internet or to their mobile devices. Any mobile device using the Apple iOS or Google Nexus operating system (iPad, iTouch, iPhone and others) can view Los Alamitos Television programs.

In addition to live streaming, up to 500 hours of programs can be stored with PEG Central. (It is expandable) Staff can keep track of which programs viewers are watching via VOD (Video On Demand) or by live streaming.

Programs, (City Council meetings), can be indexed for easy retrieval. Every agenda item can be indexed for VOD playback, so that viewers can choose which part of the meeting they wish to view.

Fiscal Impact

PROJECT D: PROGRAMMING DELIVERY SYSTEMS (EQUIPMENT)	PRICE	ITEMS	TOTAL
Leightronix PEGvault SD	\$3,495.00	1	\$3,495.00
TOTAL			\$3,495.00

PROJECT D: PROGRAMMING DELIVERY SYSTEMS (SERVICES)	PRICE	ITEMS	TOTAL
Leightronix PEG Central Streaming and VOD Service (Annual Cost)	\$2,988.00	1	\$2,988.00
TOTAL			\$2,988.00

City of Los Alamitos

Agenda Report Discussion Items

May 20, 2013
Item No: 9B

To: Warren Kusumoto & Members of the City Council
Via: Gregory D. Korduner, Interim City Manager
From: Corey Lakin, Director of Recreation and Community Services
Subject: Winter Wonderland

Summary: This report provides the City Council information about the December special event Winter Wonderland. Staff is seeking approval to continue co-hosting the revenue-offset event.

Recommendation: City Council should provide staff with the approval to continue co-hosting the Winter Wonderland event.

Background

The first inaugural Winter Wonderland event took place on Sunday, December 2, 2012 from 3:00 p.m. - 7:00 p.m. at St. Isidore Historical Plaza. The event was co-produced by the City of Los Alamitos and the Los Alamitos Area Chamber of Commerce Young Professionals. This was the first introductory event for the Young Professionals which also provided an opportunity for the City to produce a Winter special event that was free to the community.

An estimated 1,200 participants braved the rainy weather to find St. Isidore Historical Plaza and Reagan Street transformed into a festive a holiday-themed "wonderland." The event afforded the attendees an opportunity to play and sled in 25 tons of snow while listening to live entertainment from various Los Alamitos Unified School District performance groups and the City's Ready, Set Go! Preschool program. Additional attractions included a trackless train, arts & crafts, a tree lighting ceremony, visit from Santa and Mrs. Claus, food trucks, and more activities throughout the four-hour event.

The City's expenditures for last year's event was \$9,774.32, but was completely revenue offset thanks to the generous sponsorships from many local companies and organizations including: AYSO Region 159, Southern California Edison, Pacific Medical Buildings, Los Alamitos Medical Center, Dapeer, Rosenblit & Litvak, LLP, Chase Bank / Nadel Architects, McDonald's, Play It Again Sports, The Youth Center, Ganahl Lumber, US Bank, Southland Credit Union, Alamitos Eye Care, Starbucks, Orange County Breeze, News Enterprise, Sam's Club, and Vons. Other expenses were paid for by the Los Alamitos Area Chamber of Commerce.

Discussion

The Recreation and Community Services Department seeks to co-host the Winter Wonderland event again in 2013. Due to the amount of positive feedback from the hundreds of attendees and with the renewed commitment from the Los Alamitos Chamber of Commerce Young Professionals, the event should see higher attendance this year.

Saturday, December 7, 2013 is the tentative date for this year's Winter Wonderland event which staff and the Young Professionals are hoping will again take place at St. Isidore Historical Plaza. The site is ideal due to its centralized location in Los Alamitos and the amount of asphalt space, which provides a perfect place for the snow. For most City events, a park is the ideal location, however the snow cannot be placed on grass due to the damage it can cause. Laurel Park and Little Cottonwood parks do not have enough parking space for the snow and vehicles in the parking lot. Additionally, the placement of the tree at St. Isidore Historical Plaza for the tree lighting ceremony, allows for those travelling along Katella Avenue, a main thoroughfare throughout the City, for all to enjoy the decorated tree throughout the holiday season.

City staff will work with the Young Professionals to ensure the success of the event by seeking sponsorships, donations, entertainment, and involvement from the community to continue this tradition. There will be opportunities for local companies and organizations to have vendor and informational booths, to sell to and speak with the hundreds of attendees. Bringing the community together during the holidays proved to be successful last year and staff is hoping for the opportunity to do it again this year.

Fiscal Impact

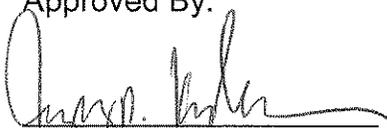
The estimated \$10,500 in expenditures will be budgeted in the FY 2013-14 Special Events Division of the Recreation and Community Services budget. The matching revenue will be budgeted in the Special Events line item in the revenue accounts. Last year's Winter Wonderland sponsorships offset the costs of all Foreman, Maintenance Worker, and Recreation Leader staff time, supplies, contractual services, and rentals. Staff would seek to do the same this year.

Submitted By:



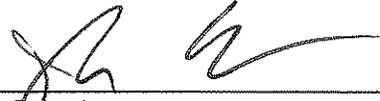
Corey Lakin
Director of Recreation and Community Services

Approved By:



Gregory D. Korduner
Interim City Manager

Fiscal Impact Reviewed By:



Josh Brooks
Finance Director

City of Los Alamitos

Agenda Report Discussion Items

May 20, 2013
Item No: 9D

To: Mayor Warren Kusumoto & Members of the City Council
From: Gregory D. Korduner, Interim City Manager
Subject: Proposition 30 - Local Control Funding Formula (LCFF)

Summary: Mayor Pro Tem Graham-Mejia has requested Council discuss Governor Brown's proposed Local Control Funding Formula (LCFF) for public education.

Recommendation: Direct Staff to draft a letter to urge the legislature to vet the LCFF Proposal through policy committees and public hearings before making a decision.

Background

Governor Brown's proposed Local Control Funding Formula (LCFF) for public education has become a major topic of discussion. According to the California Department of Finance Overview, current funding for schools is inequitably distributed, not tied to student demographics, largely state controlled, and lacking appropriate accountability measures. The LCFF will increase flexibility and accountability at the local level so those closest to the students can make the decisions, reduce state bureaucracy, and ensure that student needs drive the allocation of resources.

Although the Governor promises that no school district will receive less than it did in 2012-13, some school districts will receive additional funding for a student population base that may not be reflective of Los Alamitos; thus, excluding Los Alamitos from additional funding.

Discussion

The Local Control Funding Formula Proposal consists primarily of base, supplemental and concentration funding that focuses resources based on a school's student demographics. Funding assistance will be provided to schools to reduce class sizes in Kindergarten through grade three and to assist high schools with the ability to provide career technical education courses.

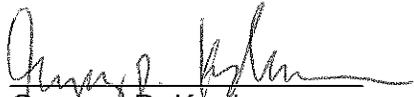
The proposal builds on existing state and federal accountability, auditing, and reporting requirements and creates a stronger link between the budget process and the decisions local agencies make about their educational programs to improve student achievement.

California State PTA and other education groups are urging the legislature to vet the LCFF proposal through policy committees and public hearings before making a decision. Staff has received notification from Los Alamitos Unified School District that it is opposed to the policy as it is currently being proposed and agrees the policy should be vetted in committees.

Fiscal Impact

None.

Submitted and Approved By:



Gregory D. Korduner
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Attachments:

1. *"Proposed school funding formula is a hot topic in Sacramento"*
2. *"Overview of the Local Control Funding Formula Proposal"*
3. *Proposition 30 Overview and Arguments*

Fourth District Legislative Advocacy Communicator

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FOURTH DISTRICT PTA ADVOCACY TEAM

APRIL 2013

Proposed school funding formula is a hot topic in Sacramento

Gov. Brown's proposed Local Control Funding Formula (LCFF) for public education was a major topic of discussion for speakers at the recent Sacramento Safari.

Under LCFF, revenue limits and most categorical funds would be replaced with a statewide per pupil base amount. School districts would receive an additional 35 percent for students who are low income, English learners or in foster care. Districts with more than 50 percent of such students would receive an additional "concentration factor" of 35 percent for each designated student above the 50 percent mark.

Spending decisions would be made by school districts, with input from parents, teachers and community members, and districts would be required to report how they use the funding.

While many would welcome a simplified, transparent funding system with more local control, there are a number of questions and concerns, as described by several speakers at Sacramento Safari.

- PTA and other education experts point out that LCFF will not provide adequate funding for California's schools. The state's public education funding will continue to be far below the national average.
- Although the governor promises that no school district will receive less than it did in 2012-13, school districts are still seen as being "winners" or "losers" under LCFF. Districts with high populations of high needs children will receive substantially larger funding increases than districts with fewer students in those categories. Most of the Safari speakers agreed that the base amount should be increased, with some suggesting that the money used for the concentration factor should instead be distributed among all the districts to reduce the disparity.
- According to the Legislative Analyst's Office, the proposal

"perpetuates irrational funding differences" by keeping two of the "largest and most outdated" programs outside the LCFF. One of these is Home to School Transportation (HST), which allocates funds based on historical costs rather than current conditions. According to Assembly Member Joan Buchanan, a school district in Palmdale receives \$302,000 in HST funds, while a district in Pasadena receives \$3.2 million, even though both spend more than \$4 million to provide student transportation.

- The other outdated program is the Targeted Instructional Improvement Block Grant, which stems from a desegregation case. Four large school districts – San Diego, San Jose, Los Angeles and San Francisco – are the primary recipients, receiving almost \$900 per student, while Santa Ana Unified receives \$8 per student, said Assembly Member Buchanan.
- Eliminating funding for specific programs and giving school districts more control over spending can have unintended consequences, especially in times of reduced revenues. Ron Bennett, from School Services of California, predicted that local ROP programs will disappear within seven years as districts shift funding to other priorities.

California State PTA and other education groups are urging the legislature to vet the LCFF proposal through policy committees and public hearings before making a decision, and not simply pass it as part of the state budget.



Sacramento Safari participants in front of the State Capitol

Overview of the Local Control Funding Formula Proposal

Current funding for schools is inequitably distributed, not tied to student demographics, largely state-controlled, and lacking appropriate accountability measures. These inequities are primarily the result of how the current general purpose “revenue limit” funding system was created in response to court rulings and Proposition 13, freezing in funding decisions made decades ago. In addition, over time, the state created more than 60 categorical programs, each with accounting and reporting requirements, many of which are not outcome-focused. These categorical program funding allocations have also been frozen due to recent fiscal constraints and no longer are reflective of current demographics.

Addressing Funding Inequities and Flexibility:

- To address California’s overly complex, administratively costly, and inequitably distributed school finance system, the Governor’s Budget proposes the Local Control Funding Formula (Formula).
- The Formula will increase flexibility and accountability at the local level so those closest to the students can make the decisions, reduce state bureaucracy, and ensure that student needs drive the allocation of resources.
- The Formula consists primarily of base, supplemental and concentration funding that focuses resources based on a school’s student demographics:
 - Each school district and charter school will receive a per pupil base grant, used to support the basic costs of instruction and operations. Base grant amounts will vary between the grade spans of K-3, 4-6, 7-8, and 9-12 to reflect the differential costs of educating pupils in different grade spans. Once the Formula is fully implemented, the significant reductions made to current general purpose “revenue limit” funding over the last five years (known as the deficit factor) will be restored, ensuring that the new base grant funding level is equivalent to the statewide average from 2007-08.
 - A supplemental grant equal to 35 percent of the base grant is provided for each English learner, economically disadvantaged or foster youth pupil. Pupils that fall into one or more of these categories can only be counted once for supplemental funding purposes. The supplemental grant is intended to provide additional resources to help address the unique needs, challenges and additional costs that these students bring to school.
 - For schools with English learner, economically disadvantaged and foster youth enrollment in excess of 50 percent of their total enrollment, a concentration grant equal to 35 percent of the base grant, is provided for each of these students above the 50-percent threshold (again, with no pupil counted more than once if they fall into more than one category). While the supplemental grant recognizes that these pupils have additional challenges and needs, the concentration grant attempts to provide even greater resources to schools with exceptionally high concentrations of these pupils.
- Funding assistance will be provided to schools to reduce class sizes in Kindergarten through grade three and to assist high schools with the ability to provide career technical education courses.
 - Once fully implemented, the Kindergarten through grade three funding assistance would require schools to maintain a per schoolsite classroom average of 24 students, unless an alternative average is collectively bargained at the local level.

- Schools would be transitioned to the Formula using Proposition 98 growth funding. No schools will receive less funding than their 2012-13 funding level as a result of the Formula. Over the first five years of formula implementation, per student funding on a statewide basis is projected to increase by more than \$2,700.
- Basic aid districts, whose local property tax revenues are more than sufficient to meet their Formula funding entitlement, would continue to retain all of their local property taxes, including all future growth in their local property tax revenues. In addition, they would continue to receive categorical funding that they received in 2012-13 as part of the Formula's hold harmless mechanism.

Focusing Accountability at the Local Level:

- The proposal builds on existing state and federal accountability, auditing, and reporting requirements and creates a stronger link between the budget process and the decisions local agencies make about their educational programs to improve student achievement.
- Each school district, charter school and county office of education will produce a local control and accountability plan that will set annual goals and describe how the local agency would use available resources.
- The proposal will provide greater transparency and allow a local agency to better craft solutions to address local needs; involve principals, teachers, parents, students, and other community members in the planning process; and require governing boards to approve the plan at a public meeting.
- The plans will include actions the local agency will take to provide basic conditions necessary for student achievement (such as credentialed teachers, adequate instructional materials, facilities in good repair); implement the common core standards; improve academic outcomes; and address the needs of English learners, foster children, and students from low-income backgrounds.
- A governing board will be required to adopt a budget that aligns with the agency's local control and accountability plan. A county office of education will review both a district's budget and its plan to ensure that they are aligned. The Superintendent of Public Instruction will perform this review function for local plans adopted by county offices.

**TEMPORARY TAXES TO FUND EDUCATION.
GUARANTEED LOCAL PUBLIC SAFETY FUNDING.
INITIATIVE CONSTITUTIONAL AMENDMENT.**

OFFICIAL TITLE AND SUMMARY

PREPARED BY THE ATTORNEY GENERAL

**TEMPORARY TAXES TO FUND EDUCATION. GUARANTEED LOCAL PUBLIC SAFETY FUNDING.
INITIATIVE CONSTITUTIONAL AMENDMENT.**

- Increases personal income tax on annual earnings over \$250,000 for seven years.
- Increases sales and use tax by $\frac{1}{4}$ cent for four years.
- Allocates temporary tax revenues 89% to K–12 schools and 11% to community colleges.
- Bars use of funds for administrative costs, but provides local school governing boards discretion to decide, in open meetings and subject to annual audit, how funds are to be spent.
- Guarantees funding for public safety services realigned from state to local governments.

Summary of Legislative Analyst's Estimate of Net State and Local Government Fiscal Impact:

- Additional state tax revenues of about \$6 billion annually from 2012–13 through 2016–17. Smaller amounts of additional revenue would be available in 2011–12, 2017–18, and 2018–19.
- These additional revenues would be available to fund programs in the state budget. Spending reductions of about \$6 billion in 2012–13, mainly to education programs, would not take effect.

ANALYSIS BY THE LEGISLATIVE ANALYST

OVERVIEW

This measure temporarily increases the state sales tax rate for all taxpayers and the personal income tax (PIT) rates for upper-income taxpayers. These temporary tax increases provide additional revenues to pay for programs funded in the state budget. The state's 2012–13 budget plan—approved by the Legislature and the Governor in June 2012—assumes

passage of this measure. The budget, however, also includes a backup plan that requires spending reductions (known as “trigger cuts”) in the event that voters reject this measure. This measure also places into the State Constitution certain requirements related to the recent transfer of some state program responsibilities to local governments. Figure 1 summarizes the main provisions of this proposition, which are discussed in more detail below.

Figure 1

Overview of Proposition 30

State Taxes and Revenues

- Increases sales tax rate by one-quarter cent for every dollar for four years.
- Increases personal income tax rates on upper-income taxpayers for seven years.
- Raises about \$6 billion in additional annual state revenues from 2012–13 through 2016–17, with smaller amounts in 2011–12, 2017–18, and 2018–19.

State Spending

- If approved by voters, additional revenues available to help balance state budget through 2018–19.
- If rejected by voters, 2012–13 budget reduced by \$6 billion. State revenues lower through 2018–19.

Local Government Programs

- Guarantees local governments receive tax revenues annually to fund program responsibilities transferred to them by the state in 2011.

STATE TAXES AND REVENUES

Background

The General Fund is the state's main operating account. In the 2010–11 fiscal year (which ran from July 1, 2010 to June 30, 2011), the General Fund's total revenues were \$93 billion. The General Fund's three largest revenue sources are the PIT, the sales tax, and the corporate income tax.

Sales Tax. Sales tax rates in California differ by locality. Currently, the average sales tax rate is just over 8 percent. A portion of sales tax revenues goes to the state, while the rest is allocated to local governments. The state General Fund received \$27 billion of sales tax revenues during the 2010–11 fiscal year.

Personal Income Tax. The PIT is a tax on wage, business, investment, and other income of individuals and families. State PIT rates range from 1 percent to 9.3 percent on the portions of a taxpayer's income in each of several income brackets. (These are referred to as marginal tax rates.) Higher marginal tax rates are charged as income increases. The tax revenue generated from this tax—totaling \$49.4 billion during the 2010–11 fiscal year—is deposited into the state's General Fund. In addition, an extra 1 percent tax applies to annual income over \$1 million (with the associated revenue dedicated to mental health services).

Proposal

Increases Sales Tax Rate From 2013 Through 2016. This measure temporarily increases the statewide sales tax rate by one-quarter cent for every dollar of goods purchased. This higher tax rate would be in effect for four years—from January 1, 2013 through the end of 2016.

Increases Personal Income Tax Rates From 2012 Through 2018. As shown in Figure 2, this measure increases the existing 9.3 percent PIT rates on higher incomes. The additional marginal tax rates would increase as taxable income increases. For joint filers, for example, an additional 1 percent marginal tax rate would be imposed on income between \$500,000 and \$600,000 per year, increasing the total rate to 10.3 percent. Similarly, an additional 2 percent marginal tax rate would be imposed on income between \$600,000 and \$1 million, and an additional 3 percent marginal tax rate would be imposed on income above \$1 million, increasing the total rates on these income brackets to 11.3 percent and 12.3 percent, respectively. These new tax rates would affect about 1 percent of California PIT filers. (These taxpayers currently pay about 40 percent of state personal income taxes.) The tax rates would be in effect for seven years—

Figure 2
Current and Proposed Personal Income Tax Rates Under Proposition 30

Single Filer's Taxable Income ^a	Joint Filers' Taxable Income ^a	Head-of-Household Filer's Taxable Income ^a	Current Marginal Tax Rate ^b	Proposed Additional Marginal Tax Rate ^b
\$0–\$7,316	\$0–\$14,632	\$0–\$14,642	1.0%	—
7,316–17,346	14,632–34,692	14,642–34,692	2.0	—
17,346–27,377	34,692–54,754	34,692–44,721	4.0	—
27,377–38,004	54,754–76,008	44,721–55,348	6.0	—
38,004–48,029	76,008–96,058	55,348–65,376	8.0	—
48,029–250,000	96,058–500,000	65,376–340,000	9.3	—
250,000–300,000	500,000–600,000	340,000–408,000	9.3	1.0%
300,000–500,000	600,000–1,000,000	408,000–680,000	9.3	2.0
Over 500,000	Over 1,000,000	Over 680,000	9.3	3.0

^a Income brackets shown were in effect for 2011 and will be adjusted for inflation in future years. Single filers also include married individuals and registered domestic partners (RDPs) who file taxes separately. Joint filers include married and RDP couples who file jointly, as well as qualified widows or widowers with a dependent child.

^b Marginal tax rates apply to taxable income in each tax bracket listed. The proposed additional tax rates would take effect beginning in 2012 and end in 2018. Current tax rates listed exclude the mental health tax rate of 1 percent for taxable income in excess of \$1 million.

ANALYSIS BY THE LEGISLATIVE ANALYST

CONTINUED

starting in the 2012 tax year and ending at the conclusion of the 2018 tax year. (Because the rate increase would apply as of January 1, 2012, affected taxpayers likely would have to make larger payments in the coming months to account for the full-year effect of the rate increase.) The additional 1 percent rate for mental health services would still apply to income in excess of \$1 million. Proposition 30's rate changes, therefore, would increase these taxpayers' marginal PIT rate from 10.3 percent to 13.3 percent. Proposition 38 on this ballot would also increase PIT rates. The nearby box describes what would happen if both measures are approved.

What Happens if Voters Approve Both Proposition 30 and Proposition 38?

State Constitution Specifies What Happens if Two Measures Conflict. If provisions of two measures approved on the same statewide ballot conflict, the Constitution specifies that the provisions of the measure receiving more "yes" votes prevail. Proposition 30 and Proposition 38 on this statewide ballot both increase personal income tax (PIT) rates and, as such, could be viewed as conflicting.

Measures State That Only One Set of Tax Increases Goes Into Effect. Proposition 30 and Proposition 38 both contain sections intended to clarify which provisions are to become effective if both measures pass:

- **If Proposition 30 Receives More Yes Votes.** Proposition 30 contains a section indicating that its provisions would prevail in their entirety and none of the provisions of any other measure increasing PIT rates—in this case Proposition 38—would go into effect.
- **If Proposition 38 Receives More Yes Votes.** Proposition 38 contains a section indicating that its provisions would prevail and the tax rate provisions of any other measure affecting sales or PIT rates—in this case Proposition 30—would not go into effect. Under this scenario, the spending reductions known as the "trigger cuts" would take effect as a result of Proposition 30's tax increases not going into effect.

Fiscal Effect

Additional State Revenues Through 2018–19. Over the five fiscal years in which both the sales tax and PIT increases would be in effect (2012–13 through 2016–17), the average annual state revenue gain resulting from this measure's tax increases is estimated at around \$6 billion. Smaller revenue increases are likely in 2011–12, 2017–18, and 2018–19 due to the phasing in and phasing out of the higher tax rates.

Revenues Could Change Significantly From Year to Year. The revenues raised by this measure could be subject to multibillion-dollar swings—either above or below the revenues projected above. This is because the vast majority of the additional revenue from this measure would come from the PIT rate increases on upper-income taxpayers. Most income reported by upper-income taxpayers is related in some way to their investments and businesses, rather than wages and salaries. While wages and salaries for upper-income taxpayers fluctuate to some extent, their investment income may change significantly from one year to the next depending upon the performance of the stock market, housing prices, and the economy. For example, the current mental health tax on income over \$1 million generated about \$730 million in 2009–10 but raised more than twice that amount in previous years. Due to these swings in the income of these taxpayers and the uncertainty of their responses to the rate increases, the revenues raised by this measure are difficult to estimate.

STATE SPENDING

Background

State General Fund Supports Many Public Programs. Revenues deposited into the General Fund support a variety of programs—including public schools, public universities, health programs, social services, and prisons. School spending is the largest part of the state budget. Earlier propositions passed by state voters require the state to provide a minimum annual amount—commonly called the Proposition 98 minimum guarantee—for schools (kindergarten through high school) and community colleges (together referred to as K–14 education). The minimum guarantee is funded through a combination of state General Fund and local property tax revenues. In many years, the calculation of the minimum guarantee is highly sensitive to changes in state General Fund revenues. In years when General Fund revenues grow by a large amount, the guarantee is likely to increase by a large amount. A large share of the state and local funding that is allocated to schools and community colleges is "unrestricted," meaning that they may use the funds for any educational purpose.

Proposal

New Tax Revenues Available to Fund Schools and Help Balance the Budget. The revenue generated by the measure's temporary tax increases would be included in the calculations of the Proposition 98 minimum guarantee—raising the guarantee by billions of dollars each year. A portion of the new revenues therefore would be used to support higher school funding, with the remainder helping

ANALYSIS BY THE LEGISLATIVE ANALYST

CONTINUED

to balance the state budget. From an accounting perspective, the new revenues would be deposited into a newly created state account called the Education Protection Account (EPA). Of the funds in the account, 89 percent would be provided to schools and 11 percent to community colleges. Schools and community colleges could use these funds for any educational purpose. The funds would be distributed the same way as existing unrestricted per-student funding, except that no school district would receive less than \$200 in EPA funds per student and no community college district would receive less than \$100 in EPA funds per full-time student.

Fiscal Effect if Measure Is Approved

2012–13 Budget Plan Relies on Voter Approval of This Measure. The Legislature and the Governor adopted a budget plan in June to address a substantial projected budget deficit for the 2012–13 fiscal year as well as projected budget deficits in future years. The 2012–13 budget plan (1) assumes that voters approve this measure and (2) spends the resulting revenues on various state programs. A large share of the revenues generated by this measure is spent on schools and community colleges. This helps explain the large increase in funding for schools and community colleges in 2012–13—a \$6.6 billion increase (14 percent) over 2011–12. Almost all of this increase is used to pay K–14 expenses from the previous year and

reduce delays in some state K–14 payments. Given the large projected budget deficit, the budget plan also includes actions to constrain spending in some health and social services programs, decrease state employee compensation, use one-time funds, and borrow from other state accounts.

Effect on Budgets Through 2018–19. This measure's additional tax revenues would be available to help balance the state budget through 2018–19. The additional revenues from this measure provide several billion dollars annually through 2018–19 that would be available for a wide range of purposes—including funding existing state programs, ending K–14 education payment delays, and paying other state debts. Future actions of the Legislature and the Governor would determine the use of these funds. At the same time, due to swings in the income of upper-income taxpayers, potential state revenue fluctuations under this measure could complicate state budgeting in some years. After the proposed tax increases expire, the loss of the associated tax revenues could create additional budget pressure in subsequent years.

Fiscal Effect if Measure Is Rejected

Backup Budget Plan Reduces Spending if Voters Reject This Measure. If this measure fails, the state would not receive the additional revenues generated by the proposition's tax increases. In this situation, the 2012–13 budget plan requires that its spending be reduced by \$6 billion. These trigger cuts, as currently scheduled in state law, are shown in Figure 3. Almost all the reductions are to education programs—\$5.4 billion to K–14 education and \$500 million to public universities. Of the K–14 reductions, roughly \$3 billion is a cut in unrestricted funding. Schools and community colleges could respond to this cut in various ways, including drawing down reserves, shortening the instructional year for schools, and reducing enrollment for community colleges. The remaining \$2.4 billion reduction would increase the amount of late payments to schools and community colleges back to the 2011–12 level. This could affect the cash needs of schools and community colleges late in the fiscal year, potentially resulting in greater short-term borrowing.

Effect on Budgets Through 2018–19. If this measure is rejected by voters, state revenues would be billions of dollars lower each year through 2018–19 than if the measure were approved. Future actions of the Legislature and the Governor would determine how to balance the state budget at this lower level of revenues. Future state budgets could be balanced through cuts to schools or other programs, new revenues, and one-time actions.

Figure 3
2012–13 Spending Reductions if
Voters Reject Proposition 30

(In Millions)

Schools and community colleges	\$5,354
University of California	250
California State University	250
Department of Developmental Services	50
City police department grants	20
CalFire	10
DWR flood control programs	7
Local water safety patrol grants	5
Department of Fish and Game	4
Department of Parks and Recreation	2
DOJ law enforcement programs	1
Total	\$5,951

DWR = Department of Water Resources; DOJ = Department of Justice.

LOCAL GOVERNMENT PROGRAMS

Background

In 2011, the state transferred the responsibility for administering and funding several programs to local governments (primarily counties). The transferred program responsibilities include incarcerating certain adult offenders, supervising parolees, and providing substance abuse treatment services. To pay for these new obligations, the Legislature passed a law transferring about \$6 billion of state tax revenues to local governments annually. Most of these funds come from a shift of a portion of the sales tax from the state to local governments.

Proposal

This measure places into the Constitution certain provisions related to the 2011 transfer of state program responsibilities.

Guarantees Ongoing Revenues to Local Governments. This measure requires the state to continue providing the tax revenues redirected in 2011 (or equivalent funds) to local governments to pay for the transferred program responsibilities. The measure also permanently excludes the sales tax revenues redirected to local governments from the calculation of the minimum funding guarantee for schools and community colleges.

Restricts State Authority to Expand Program Requirements. Local governments would not be required to implement any future state laws that increase local costs to administer the program responsibilities transferred in 2011, unless the state provided additional money to pay for the increased costs.

Requires State to Share Some Unanticipated Program Costs. The measure requires the state to pay part of any new local costs that result from certain court actions and changes in federal statutes or regulations related to the transferred program responsibilities.

Eliminates Potential Mandate Funding Liability. Under the Constitution, the state must reimburse local governments when it imposes new responsibilities or “mandates” upon them. Under current law, the state could be required to provide local governments with additional funding (mandate reimbursements) to pay for some of the transferred program responsibilities. This measure specifies that the state would not be required to provide such mandate reimbursements.

Ends State Reimbursement of Open Meeting Act Costs. The Ralph M. Brown Act requires that all meetings of local legislative bodies be open and public. In the past, the state has reimbursed local governments for costs resulting from certain provisions of the Brown Act (such as the requirement to prepare and post agendas for public meetings). This measure specifies that the state would not be responsible for paying local agencies for the costs of following the open meeting procedures in the Brown Act.

Fiscal Effects

State Government. State costs could be higher for the transferred programs than they otherwise would have been because this measure (1) guarantees that the state will continue providing funds to local governments to pay for them, (2) requires the state to share part of the costs associated with future federal law changes and court cases, and (3) authorizes local governments to refuse to implement new state laws and regulations that increase their costs unless the state provides additional funds. These potential costs would be offset in part by the measure's provisions eliminating any potential state mandate liability from the 2011 program transfer and Brown Act procedures. The net fiscal effect of these provisions is not possible to determine and would depend on future actions by elected officials and the courts.

Local Government. The factors discussed above would have the opposite fiscal effect on local governments. That is, local government revenues could be higher than they otherwise would have been because the state would be required to (1) continue providing funds to local governments to pay for the program responsibilities transferred in 2011 and (2) pay all or part of the costs associated with future federal and state law changes and court cases. These increased local revenues would be offset in part by the measure's provisions eliminating local government authority to receive mandate reimbursements

for the 2011 program shift and Brown Act procedures. The net fiscal effect of these provisions is not possible to determine and would depend on future actions by elected officials and the courts.

SUMMARY

If voters approve this measure, the state sales tax rate would increase for four years and PIT rates would increase for seven years, generating an estimated \$6 billion annually in additional state revenues, on average, between 2012–13 and 2016–17. (Smaller revenue increases are likely for the 2011–12, 2017–18, and 2018–19 fiscal years.) These revenues would be used to help fund the state's 2012–13 budget plan and would be available to help balance the budget over the next seven years. The measure also would guarantee that local governments continue to annually receive the share of state tax revenues transferred in 2011 to pay for the shift of some state program responsibilities to local governments.

If voters reject this measure, state sales tax and PIT rates would not increase. Because funds from these tax increases would not be available to help fund the state's 2012–13 budget plan, state spending in 2012–13 would be reduced by about \$6 billion, with almost all the reductions related to education. In future years, state revenues would be billions of dollars lower than if the measure were approved.

PROP 30 TEMPORARY TAXES TO FUND EDUCATION.
GUARANTEED LOCAL PUBLIC SAFETY FUNDING.
INITIATIVE CONSTITUTIONAL AMENDMENT.

★ ARGUMENT IN FAVOR OF PROPOSITION 30 ★

A Message from the League of Women Voters of California and California Teachers and Law Enforcement Professionals Fellow Californians,

After years of cuts, California's public schools, universities, and public safety services are at the breaking point.

In the last four years alone, our schools have been hit with \$20 billion in cuts, over 30,000 fewer teachers, and class sizes that are among the largest in the country. Our children deserve better.

It's time to take a stand and get California back on track.

Proposition 30, the Schools & Local Public Safety Protection Act, is supported by Governor Jerry Brown, the League of Women Voters and a statewide coalition of leaders from education, law enforcement and business.

There is broad support for Prop. 30 because it's the only initiative that will protect school and safety funding and help address the state's chronic budget mess:

- *Prevents deep school cuts.* Without Prop. 30, our schools and colleges face an additional \$6 billion in devastating cuts this year. Prop. 30 is the *only* initiative that prevents those cuts and provides billions in new funding for our schools starting this year—money that can be spent on smaller class sizes, up-to-date textbooks and rehiring teachers.
- *Guarantees local public safety funding.* Prop. 30 is the *only* measure that establishes a guarantee for public safety funding in our state's constitution, where it can't be touched without voter approval. Prop. 30 keeps cops on the street.
- *Helps balance the budget.* Prop. 30 balances our budget and helps pay down California's debt—built up by years of gimmicks and borrowing. It is a critical step in stopping the budget shortfalls that plague California.

To protect schools and safety, Prop. 30 temporarily increases personal income taxes on the highest earners—couples with incomes over \$500,000 a year—and establishes the sales tax at a rate lower than it was last year.

Prop. 30's taxes are temporary, balanced and necessary to protect schools and safety:

- *Only highest-income earners pay more income tax:* Prop. 30 asks those who earn the most to temporarily pay more income taxes. Couples earning below \$500,000 a year will pay *no* additional income taxes.
- *All new revenue is temporary:* Prop. 30's taxes are temporary, and this initiative *cannot be modified without a vote of the people.* The very highest earners will pay more for seven years. The sales tax provision will be in effect for four years.
- *Money goes into a special account the legislature can't touch:* The money raised for schools is directed into a special fund the legislature can't touch and can't be used for state bureaucracy.
- *Prop. 30 provides for mandatory audits:* Mandatory, independent annual audits will insure funds are spent **ONLY** for schools and public safety.

Join with the League of Women Voters and California teachers and public safety professionals.

Vote YES on Proposition 30.

Take a stand for schools and public safety.

To learn more, visit YesOnProp30.com.

JENNIFER A. WAGGONER, President
League of Women Voters of California
DEAN E. VOGEL, President
California Teachers Association
KEITH ROYAL, President
California State Sheriffs' Association

★ REBUTTAL TO ARGUMENT IN FAVOR OF PROPOSITION 30 ★

Supporters of Prop. 30 say we either have to approve a huge tax hike or schools get cut.

We all want excellent schools in California, but raising taxes isn't the only way to accomplish this.

The politicians would rather raise taxes instead of streamlining thousands of state funded programs, massive bureaucracy and waste.

Look at what they just did: politicians authorized nearly \$5 billion in California bonds for the "bullet train to nowhere," costing taxpayers \$380 million per year. Let's use those dollars for schools!

Instead, the politicians give us a false choice—raise sales taxes by \$1 billion per year and raise income taxes on small business OR cut schools.

PROP. 30 IS NOT WHAT IT SEEMS: It doesn't guarantee even one new dollar of funding for classrooms.

No on Prop. 30: It allows the politicians to take money currently earmarked for education and spend it on other programs. We'll never know where the money really goes.

No on Prop. 30: It gives the Sacramento politicians a blank check without requiring budget, pension or education reform.

No on Prop. 30: It hurts small businesses and kills jobs.

No on Prop. 30: It's just more money for the Sacramento politicians to keep on spending.

Don't be misled, Prop. 30 is not what it seems. It is just an excuse for Sacramento politicians to take more of your money, while hurrying the economy and doing nothing to help education.

Californians are too smart to be fooled: *Vote No on Prop. 30!*

JOEL FOX, President
Small Business Action Committee
JOHN KABATECK, Executive Director
National Federation of Independent Business/California
KENNETH PAYNE, President
Sacramento Taxpayers Association

★ ARGUMENT AGAINST PROPOSITION 30 ★

NO on Prop. 30: It is just a \$50 Billion Political “Shell Game”—But Doesn’t Guarantee New Funds for Schools

The politicians behind Prop. 30 want us to believe that if voters approve Prop. 30’s seven years of massive tax hikes, the new money will go to classrooms. Nothing could be further from the truth.

Prop. 30 allows the politicians to play a “shell game” instead of providing new funding for schools:

- They can take existing money for schools and use it for other purposes and then replace that money with the money from the new taxes. They take it away with one hand and put it back with the other hand. No matter how you move it around, Prop. 30 does not guarantee one penny of new funding for schools.
- Many educators have exposed this flaw and even the California School Boards Association stated that “. . . the Governor’s initiative does not provide new funding for schools.” (May 20, 2012)
- The Wall Street Journal identified the same flaw, stating that “California Governor Jerry Brown is trying to sell his tax hike to voters this November by saying it will go to schools. The dirty little secret is that the new revenues are needed to backfill the insolvent teacher’s pension fund.” Wall Street Journal Editorial, April 22, 2012
- Even the official Title and Summary of Prop. 30 says the money can be used for “. . . paying for other spending commitments.”

In addition, there are no requirements or assurances that any more money actually gets to the classroom and nothing in Prop. 30 reforms our education system to cut waste, eliminate bureaucracy or cut administrative overhead.

NO on Prop. 30—No Reforms

The politicians and special interests behind Prop. 30 want to raise taxes to pay for their out of control spending, but refuse to pass meaningful reforms:

- Special interests and the politicians they control have blocked pension reforms. We have \$500 billion in unfunded pension liabilities in California and still the politicians refuse to enact real reforms.
- The same people have blocked budget reform. The politicians continue to spend more than the state has. Prop. 30 rewards this dangerous behavior by giving them billions of dollars more to spend with no reforms, no guarantee the money won’t be wasted or that it will really get to the classroom.

NO on Prop. 30—Stop the Politician’s Threats

The Governor, politicians and special interests behind Prop. 30 threaten voters. They say “vote for our massive tax increase or we’ll take it out on schools,” but at the same time, they refuse to reform the education or pension systems to save money.

We need to grow our economy to create jobs and cut waste, clean up government, reform our budget process and hold the politicians accountable instead of approving a \$50 billion tax hike on small businesses and working families that doesn’t provide any accountability or guarantee new funding for schools.

NO on Prop. 30—Reforms and Jobs First, Not Higher Taxes

ION COUPAL, President
Howard Jarvis Taxpayers’ Association
TOM BOGETICH, Executive Director (Retired)
California State Board of Education
DOUG BOYD, Member
Los Angeles County Board of Education

★ REBUTTAL TO ARGUMENT AGAINST PROPOSITION 30 ★

After years of cuts, it’s time to draw a line to protect schools and local public safety.

Prop. 30’s **TOUGH FISCAL CONTROLS** insure money is spent **ONLY** on schools and public safety:

- Revenue is guaranteed in the constitution to go into a special account for schools that the *legislature can’t touch*.
- Money will be audited *every year* and can’t be spent on administration or Sacramento bureaucracy.
- Prop. 30 authorizes criminal prosecution for misuse of money.

Our kids deserve better than the most crowded classrooms in the country. Prop. 30 asks the very wealthy to pay their **FAIR SHARE** to keep classrooms open and cops on the street.

- **PREVENTS DEEP SCHOOL CUTS THIS YEAR:** Prop. 30 is the only initiative that prevents \$6 billion in automatic cuts to schools and universities this year. Without Prop. 30, we face a shortened school year, teacher layoffs and steep tuition increases this year.

- **PROVIDES BILLIONS IN NEW SCHOOL FUNDING:** Prop. 30 provides billions in additional funds to reduce class sizes and restore programs like art and PE.
- **PROTECTS LOCAL PUBLIC SAFETY:** Prop. 30 guarantees local public safety funding in the State Constitution and helps save billions in future prison costs.
- **HELPS BALANCE THE BUDGET:** Prop. 30 is part of a long-term solution to balance the state budget. Teachers, law enforcement, business leaders and Governor Jerry Brown all support Proposition 30 because it’s the only measure that will put California on the road to recovery. Learn more at www.YesOnProp30.com.

JENNIFER A. WAGGONER, President
League of Women Voters of California
JOSHUA PECHTHALT, President
California Federation of Teachers
SCOTT R. SEAMAN, President
California Police Chiefs Association

City of Los Alamitos

Agenda Report Discussion Items

May 20, 2013
Item No: 9E

To: Mayor Warren Kusumoto & Members of the City Council
From: Gregory D. Korduner, Interim City Manager
Subject: Consideration of the Legislative Platform for 2013

Summary: The Legislative Action Report identifies the City's Legislative Platform for 2013 and provides program procedures for the City to effectively participate in the legislative process.

Recommendation: Review and adopt the proposed Legislative Platform for 2013.

Background

Legislative advocacy provides a useful service in the success of the City's goals and objectives. The Legislative Action Plan consists of Legislative Program Procedures and the Legislative Platform for 2013. The Program Procedure develops a framework and reference guide for legislative positions and objectives that provides advocacy and engagement guidelines for the City Council and Staff.

The Legislative Action Plan identifies the need for the City Council to adopt legislative positions each year in December/January in preparation to engage in the legislative session at the County/Regional, State and Federal level. The City Council adopted a Legislative Platform in February 2004 and January 2008.

Discussion

The City of Los Alamitos recognizes the importance of protecting the City's interest in the local, state and federal legislative system. In order to efficiently participate in the legislative process, on behalf of the citizens of Los Alamitos, the City has established the Legislative Platform for 2013. The general philosophy of the legislative program is to protect local control; oppose unfunded mandates; promote economic development and partnerships; and, to protect, stabilize and increase the City's revenue sources.

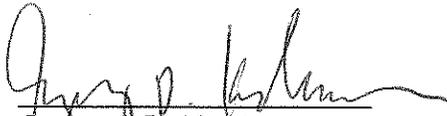
Specifically, the platform identifies legislative priorities in the areas of Economic Development; Community and Housing; Environmental Quality; Public Safety & Homeland Security; and Revenue and Taxation. Platforms are identified at the County/Regional, State and Federal levels.

In developing the legislative platform, consideration was given to the platforms adopted by the League of California Cities, the Association of California Cities-Orange County, the Orange County Transportation Authority, the California Park & Recreation Society, and the County of Orange.

Fiscal Impact

The City's Legislative Action Plan will be implemented by the City Manager's office. The fiscal impact for this effort is the Staff time required to monitor and implement the plan. Annually, the City allocates funds for lobbying efforts and membership to the California League of Cities and Association of California Cities-Orange County.

Submitted & Approved By:



Gregory D. Korduner
Interim City Manager

Attachment: 1. 2013 Legislative Action Plan and Platform

CITY OF LOS ALAMITOS



2013 LEGISLATIVE ACTION PLAN AND PLATFORM

Warren Kusumoto, Mayor
Gerri L. Graham-Mejia, Mayor Pro Tem
Troy D. Edgar, Council Member
Dean Grose, Council Member
Richard D. Murphy, Council Member

Gregory D. Korduner, Interim City Manager



LEGISLATIVE PROGRAM PROCEDURES

Program Overview – Adopted annually by the City Council, the City's Legislative Program Procedures consists of a framework and reference guide for legislative positions and objectives that provide direction for the City Council and Staff.

I. CITY COUNCIL

Council Direction – The primary role of the City Council is to set legislative and fiscal policy for the City. As the elected legislative body the Council is given charge to make policy decisions for the City of Los Alamitos.

The City Council understands that legislative advocacy provides a useful service in the success of the City's goals and objectives. Therefore, the dedication of budget dollars for legislative advocates will be considered by the Council either annually during the budget process; at mid-year budget review of each year; or, on a case-by-case basis for specific legislative needs.

City Council Responsibilities in the Legislative Process – The City Council sets the City's legislative priorities and is responsible for building coalitions of support/opposition; setting legislative policy; participating in meeting with legislators, local officials and Staff; and preparing and presenting testimony on behalf of the City before the state and federal government.

II. CITY MANAGER/LEGISLATIVE AFFAIRS

City Manager Overview – The City Manager serves as an independent legislative analyst to the City Council. The City Manager advises the Council as to how best represent the City's interest in Sacramento and Washington DC. Department Staff serves under the policy direction of the Council but reports to the City Manager. The City Manager has the authority to send legislative letters and to take other appropriate legislative action on issues that are consistent with the Council's adopted platform.

Development of Recommendations on Non Adopted Issues - In the event that a legislative issue should arise that has not been addressed by the Council, the City Manager will conduct preliminary analysis and provide legislative action recommendations for the City Council.

Legislative Tracking – The City Manager has the primary responsibility to identify and track legislation that has the potential to impact the City and works to impact the legislative process by administering the City's legislative affairs program in collaboration with the various City departments.



City of Los Alamitos
2013 Legislative Action Plan and Platform

Throughout the legislative session, the City Manager with input from the City Council, the California League of Cities, and the City Departments will identify significant legislation and will continually monitor the status and language of each bill. The Legislative Tracking Report will identify the status of each of these bills as well as the bill number, a brief bill summary, the location of the bill, bill author, and any action that the City has taken on the bill.

Legislative Advocacy – The City Manager will assist Council Members to prepare for providing advocacy and to ensure that information provided by City Departments is accurate.

A member of the City Council, the City Manager or designee, City Legislative Advocates, and Council authorized Staff are the only individuals authorized to testify on legislative issues. Such testimony will be aligned with the Council's position on a specific bill and Council priority guidelines.

Written correspondence by individual Council Members on legislative items not adopted by the City Council may be transmitted if the correspondence identifies that it is a position of an individual citizen as opposed to an official position of the City of Los Alamitos. All adopted legislative positions are either included in this policy document or in the official City Council minutes for special legislative efforts.

By adoption of the Legislative Program, the City Council prohibits any of its members from lobbying, advocating, or taking a position contrary to the Council's adopted position on any legislative item. Council Members may, as allowed for in law, take positions as an individual citizen; however, said communication is discouraged and considered antithetical to the success of the City and this legislative program specifically. Any individual communication must be on personal stationery that is free of any City of Los Alamitos identifying information, including logos, addresses, phone numbers, etc.

Associations and Coalitions – The City Manager will work to establish coalitions with other legislative units on legislative issues that are of interest to the City Council.

Updates, Services & Reports – The City Manager will coordinate the development of the Legislative Tracking Report and will provide a legislative summary at the end of each legislative session. In addition, analysis and special reports will be prepared by request on major legislative subject areas.

III. LEGISLATIVE ADVOCATES

Annually in January, the City Council adopts legislative positions cooperatively developed for the upcoming legislative session for the City Council and staff to advocate on behalf of the City.



IV. CITY ATTORNEY

The City Attorney advises the City Manager and City Departments on the legal aspects of legislative matters impacting the City. The City Attorney advises the City Manager on procedural matters pertaining to the Brown Act and reviews proposed legislation submitted by the City.

V. CITY DEPARTMENTS

The City Manger oversees legislative communication between the Council and City Departments. As part of the City's legislative process, the Executive Management Team works to assist in identifying legislative priorities to be included in the City's legislative platform.

Written Legislative Correspondence Policy for City Departments – City Departments should make the City Council aware of all legislative actions they intend to take through communication with the City Manager. City Departments may only send legislative correspondence on issues that are consistent with City Council's policy and legislative platform. Written correspondence should be approved by the City Manager.

City Departments will alert the City Manager of critical legislation introduced in Sacramento or Washington DC that will impact their department.

Written correspondence on behalf of the City to elected officials at the federal, state or local level should be routed through the City Manager Department for review prior to getting the signature of the appropriate City Council Member.

Seeking City Sponsored Legislation – If a City Department would like the City to sponsor a legislative proposal, the City Department will contact the City Manger and ask that their proposal be considered by the City Council.

Seeking City Action on a Bill – If a City Department would like the Council to consider action on a legislative issue, they will contact the City Manager.



LEGISLATIVE PLATFORM 2013

The City of Los Alamitos recognizes the importance of protecting the City's interest in the local, state and federal legislative system. In order to efficiently participate in the legislative process, on behalf of the citizens of Los Alamitos, the City has established the Legislative Platform for 2013. The Legislative Platform is structured to assist the City of Los Alamitos to achieve the goals identified in the City of Los Alamitos' General Plan and Strategic Plan.

The platform identifies legislative priorities in the areas of Economic Development; Community and Housing; Environmental Quality; Public Safety & Homeland Security; and Revenue and Taxation. Platforms are identified at the County/Regional, State and Federal levels. In developing the legislative platform, consideration was given to the platforms adopted by the League of California Cities, the Orange County Division League of California Cities, the Orange County Transportation Authority, the California Park & Recreation Society, the County of Orange, and the Association of California Cities-Orange County (ACC-OC).

COUNTY/REGIONAL PLATFORM

Economic Development, Community and Housing

- Support and pursue funding for projects that improve the quality of life in Los Alamitos.
- Support local and regional economic development policies that provide for planned economic growth in the City.
- Support and pursue funds from economic development programs administered by the County of Orange on behalf of federal and state agencies.

Environmental Quality

- Support measures that maintain and enhance local decision making authority in the development and implementation of air quality attainment strategies.
- Support air quality efforts that emphasize the use of advance technologies and market incentives for the use of alternative fuels and for the development of alternative fuel site infrastructure.

Public Safety & Homeland Security

- Support and pursue funding to increase public safety service levels in the City and unincorporated areas.
- Support increased funding for disaster preparedness, prevention, recovery and response for all hazard threats.



Revenue & Taxation

- Support legislation providing cities with the authority to annex land located within their sphere of influence as long as predetermined criteria or conditions are met.
- Support measures to achieve fair representation on county-wide and regional boards.
- Oppose measures that create or grant powers to sub-regional or regional bodies, which would result in an infringement on clearly local concerns.

Transportation & Infrastructure

- Support local City input on all regional land use and planning issues.
- Support increased transportation funds allocated to local jurisdictions for discretionary projects.
- Support local control over the administration of local programs.

STATE PLATFORM

Economic Development, Community and Housing

- Support legislation that provides incentives or grant opportunities for community improvements.
- Support legislation that would increase voter turnout in local elections.
- Support efforts to require the State Legislature, public commissions, boards, councils and other public agencies of the state to conduct deliberations and meetings in strict accordance with the Brown Act.
- Oppose affordable housing production mandates without necessary funding to support said housing mandate.
- Oppose legislation that is deemed by the City to be “anti-business” and/or a “job killer.”

Environmental Quality

- Support streamlined environmental processing for federal regulatory permits issued by the California Department of Transportation and various other state and federal agencies for the purpose of expediting public infrastructure developments.



City of Los Alamitos
2013 Legislative Action Plan and Platform

- Support the delisting of endangered species that have thrived and recovered through effective resource management.
- Support cooperation between the state and local jurisdictions on source reduction and recycling in order to meet solid waste reduction goals (AB 939).
- Support a statewide action plan for addressing water-related issues including availability, quality and reclamation.
- Oppose the expansion of the State listing of endangered or threatened species without economic impact analyses and valid scientific data.

Public Safety & Homeland Security

- Support statewide efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- Support and promote programs that enhance the benefits of mutual aid agreements between local governments.
- Support adequate financing of jails and criminal justice facilities. Address the need to devote equal time and energy to develop effective alternatives to incarceration, including early intervention of at-risk youth and counseling/rehabilitation programs.

Revenue & Taxation

- Support full cost reimbursement to the City for all federal, state and county-mandated programs.
- Support legislation that would reform the State's Worker's Compensation System in order to draw a balance between reasonable claimant benefits versus the increasing costs/corruption that has plagued the system to date.
- Oppose legislation that seeks to lessen the City's ability to enforce contractual language agreed to and contained within existing franchise documents.
- Oppose any legislation that diminishes or does not assure local franchise fees for all utility uses of City right-of-way.
- Oppose the state borrowing from local governments to finance budgetary deficits. For example, borrowing from the Public Employees' Retirement System (PERS).
- Oppose new or continuing unfunded mandates to the City.



Transportation and Infrastructure

- Support and pursue funding that specifically benefits the City of Los Alamitos' transportation and public works projects.
- Support legislation that preserves municipal authority over the public right-of-way including fair and reasonable compensation for use of the right-of-way.
- Support legislation that promotes access to joint use of schools; parks and open space; development of streets and trails that encourage physical activity and healthy living.
- Support efforts to ensure fair and equitable allocation of bond funds to all communities pursuant to either block grant formulas (per capita) or through existing competitive grant programs based on the greatest identified need or deficiencies in park land and programming.
- Oppose efforts that erode funding for vital community services that impact Californian's access to parks; open space; after school programming; senior services; special use facilities that promote physical activity; protect natural resources; and strengthen safety and security.

FEDERAL PLATFORM

Economic Development, Community and Housing

- Support increased funding for the Community Development Block Grant (CDBG) program, which is critical in assisting urban and rural cities throughout California with creating jobs, providing affordable housing, eliminating blight and generating economic investment.

Environmental Quality

- Support streamlined environmental processing for federal regulatory permits issued by the US Army Corp of Engineers, US Fish & Wildlife Service, Federal Highway Administration and various other state and federal agencies for the purpose of expediting public infrastructure projects.

Public Safety & Homeland Security

- Support increased funding for disaster preparedness, prevention, recovery and responses for all hazard threats.



Revenue & Taxation

- Support direct federal funding to cities, without matching requirements, to use in drug prevention, intervention and enforcement efforts.
- Support remitting state and local sales taxes, including tax revenue generated from purchases made on the Internet, by mail order and by catalog, to the state in which the purchaser is residing.

Transportation and Infrastructure

- Support funding that specifically benefits the City of Los Alamitos' transportation and public works projects.
- Support legislation that promotes access to joint use of schools; parks and open space; development of streets and trails that encourage physical activity and healthy living.
- Support efforts to ensure fair and equitable allocation of bond funds to all communities pursuant to either block grant formulas (per capita) or through existing competitive grant programs based on the greatest identified need or deficiencies in park land and programming.
- Support inclusive eligibility and participation of bond fund allocations to the maximum number of communities pursuant to either block grant formulas (per capita), through existing competitive grant programs or similar allocations mechanisms.
- Oppose efforts that erode funding for vital community services that impact Californian's access to parks; open space; after school programming; senior services; special use facilities that promote physical activity; protect natural resources; and strengthen safety and security.

City of Los Alamitos

Agenda Report Discussion Items

May 20, 2013
Item No: 9F

To: Mayor Warren Kusumoto & Members of the City Council

Via: Gregory D. Korduner, Interim City Manager

From: Windmera Quintanar, CMC, City Clerk

Subject: Establishing Council Meeting Time Limits

Summary: On April 15, 2013, Council Member Grose, with the support of Mayor Kusumoto, requested Staff research the possibility of not starting any new business after 10:00 p.m. This item discusses establishing Council meeting time limits.

Recommendation:

1. Adopt Resolution 2013-09, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING COUNCIL MEETING TIME LIMITS"; or,
2. Action as Council deems appropriate.

Background

On April 15, 2013, Council Member Grose requested Staff research Council meeting ending times and starting Closed Session at 5:00 p.m. Mayor Kusumoto supported the request and requested Council Comment limits be addressed as well.

Discussion

Current Policy for Council Meetings

In May 2012, City Council adopted Ordinance 12-02, which established once a month Regular meetings that begin at 6:00 p.m., instead of twice a month Regular meetings that begin at 7:00 p.m. Ordinance 12-02 allows for Regular meetings to begin at 5:00 p.m. in order to discuss Closed Session items at the discretion of the presiding officer. Placement of Closed Session is discussed and decided before the agenda is prepared and distributed.

Limits on Council Comments

The Los Alamitos Municipal Code, Section 2.04.150 Rules of order, states "...the procedure of the Council shall be governed by majority vote of the City Council. Robert's Rules of Order may be used as a guide but shall not be conclusive authority...". Robert's Rules of Order, Newly Revised In Brief, address speech limits in debate (p.29). It states each member may speak twice on a debatable motion for up to ten minutes each time. The presiding officer may use this as a guideline to facilitate a healthy discussion.

Meeting Time Limits

Staff surveyed the Orange County cities to inquire which have an established meeting time limit. Of the nine cities that replied, two cities (Huntington Beach and Seal Beach) have adopted policies in place. The City of Laguna Niguel does not have an adopted policy, but Council direction by minute order imposes an 11:00 p.m. curfew for Council Meetings.

The following provisions have been included in the attached Resolution and can be altered as Council sees fit:

Establishing Meeting Time Limit The City Council shall not consider any new agenda item after 10:00 p.m. at any meeting. No later than 9:45 p.m. the City Council shall determine by a vote thereof to continue the meeting until the remaining agenda items are resolved, or to reschedule the remaining items to a date certain prior to the next meeting, or continue the items until the next meeting.

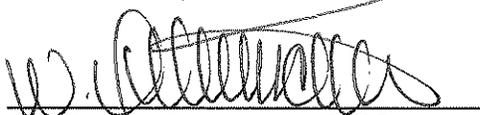
Final Adjournment Hour The City Council shall adjourn any meeting no later than 11:59 p.m. on the date of said meeting.

Waiver of Time Limit No later than 9:45 p.m., the City Council may waive these time limits by a majority vote.

Fiscal Impact

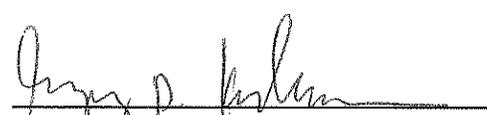
None at this time.

Submitted By:



Windmerá Quintanar, CMC
City Clerk

Approved By:



Gregory D. Korduner
Interim City Manager

Attachment: 1. Resolution No. 2013-09

RESOLUTION NO. 2013-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING COUNCIL MEETING TIME LIMITS

WHEREAS, Ordinance 12-02 adopted by the City Council on May 7, 2012, sets the time for Regular meetings at 6:00 p.m. and allows for Closed Session items to begin at 5:00 p.m. at the discretion of the presiding officer; and,

WHEREAS, the City Council of the City of Los Alamitos desires to establish Council meeting time limits.

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

SECTION 1. Establishing Meeting Time Limit. The City Council shall not consider any new agenda item after 10:00 p.m. at any meeting. No later than 9:45 p.m. the City Council shall determine by a vote thereof to continue the meeting until the remaining agenda items are resolved, or to reschedule the remaining items to a date certain prior to the next meeting, or continue the items until the next meeting.

SECTION 2. Final Adjournment Hour. The City Council shall adjourn any meeting no later than 11:59 p.m. on the date of said meeting.

SECTION 3. Waiver of Time Limit. No later than 9:45 p.m., the City Council may waive these time limits by a majority vote.

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

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2013.

Warren Kusumoto, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Cary Reisman, City Attorney

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

I, Windmera Quintanar, CMC, 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 20th day of May 2013, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, CMC, City Clerk