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.

Each matter on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as “for information” or “for discussion” may also be the subject of an “action” taken by the City Council at the same meeting.

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

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

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

1. CALL TO ORDER

2. ROLL CALL
   Council Member Kusumoto
   Council Member Murphy
   Council Member Wilson
   Mayor Pro Tem Edgar
   Mayor Hasselbrink

3. PLEDGE OF ALLEGIANCE
   Council Member Murphy will lead the Pledge of Allegiance.

4. INVOCATION
   Council Member Wilson will give the Invocation.

5. PRESENTATION
   A. Presentation of Certificates of Recognition to the 2017 Southland Race on the Base Sponsors
B. Service Update from Frontier Representative

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. 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.

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS
Approve the Warrants for April 17, 2017, in the amount of $49,764.36 ratify the Warrants for March 21, 2017 to April 16, 2017, in the amount of $743,640.67, 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 April 18, 2017 to May 14, 2017.

ROLL CALL
Council Member Kusumoto
Council Member Murphy
Council Member Wilson
Mayor Pro Tem Edgar
Mayor Hasselbrink

10. 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 March 20, 2017 Special meeting and March 20, 2017 Regular meeting.

B. Approval of Notice of Completion for Old Dutch Haven Neighborhood Streets Project (CIP No. 16/17-02) (City Engineer)
Old Dutch Haven Neighborhood Streets Project (CIP No. 16/17-02) is complete and in compliance with the plans and specifications. Therefore, Staff recommends that City Council accept the work as complete, direct filing of the Notice of Completion and authorize retention release as prescribed by the Public Contracts Codes.

Recommendations:

1. Accept as complete the construction contract by All American Asphalt for Old Dutch Haven Neighborhood Streets Project (CIP No. 16/17-02); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Clerk Recorder’s office; and,

3. Authorize Staff to release the 5% retention to the contractor, in the amount of $13,532.14, thirty-five (35) days after recordation of the Notice of Completion.

C. Purchase of Three (3) 2017 Police Unmarked Vehicles and Authorization to Purchase and Install Emergency Lights and Equipment (Police)

This is a request to purchase one (1) 2017 Dodge Charger Police Unmarked Vehicle and two (2) 2017 Dodge Durango Police Unmarked Vehicles per Los Alamitos Municipal Code 2.60.110 – Purchases through other agencies. This report requests authorization for the purchase of the Dodge Charger to utilize Purchase Order P01457 agreement between the City of Visalia and McPeek Dodge of Anaheim. It also requests authorization for the purchase of two (2) Dodge Durangos to utilize Purchase Order DPO-BH-17361542-1 agreement between the County of Los Angeles and McPeek Dodge of Anaheim. In addition, this is a request to purchase and install emergency lights and equipment on the three unmarked vehicles and three patrol vehicles that were authorized for purchase on February 22, 2017.

Recommendations:

1. Authorize the City Manager to purchase one (1) 2017 Dodge Charger Police Unmarked Vehicle from McPeek Dodge for $27,017.36; and,

2. Authorize the City Manager to purchase two (2) 2017 Dodge Durango Police Unmarked Vehicles from McPeek Dodge for $63,947.72; and,

3. Authorize the City Manager to purchase and install emergency lights and equipment on the three (3) police unmarked vehicles requested by this report, and the three (3) patrol vehicles which were authorized for purchase on February 22, 2017, in the total amount of approximately $24,750.

D. Agreement for Legal Defense Services (City Attorney)

The City received two wrongful death Claims arising out of a fatal auto accident caused by an inebriated driver. The City therefore needs to retain defense counsel to represent the City in the event the City’s claims adjuster is unable to quickly settle the claims.

Recommendation: Retain the services of Bordin Martorell LLP to represent the City in connection with the claims filed by Meghan and Kyle McKeon against the City.

E. Joint Defense and Confidentiality Agreement (City Attorney)

The City and Lincoln Properties were sued arising out of the City’s approval of the Village 605 Shopping Center. Lincoln is obligated to indemnify and defend the City in the event of litigation and to reimburse the City for its defense
expenses. It is therefore necessary that Lincoln’s attorneys and the City’s attorneys cooperate with each other in defending the litigation. City Manager Plumlee signed the agreement on behalf of the City in March. The City Council is being asked to ratify the agreement.

Recommendation: Ratify the Joint Defense and Confidentiality Agreement between the City and Katella Property Owner, LLC.

11. ORDINANCE

A. Expanded Traffic Commission Authority (Development Services)
This report facilitates Municipal Code amendments and Administrative Regulation modifications that expand the authority of the Traffic Commission to include On-Street Parking.

Recommendations:

1. Approve the modification to Administrative Regulation 8.1; and,
2. Waive reading in full, authorize reading by title only, and introduce Ordinance No. 2017-01; and,
3. City Attorney Reisman read the title of Ordinance No. 2017-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING MUNICIPAL CODE AMENDMENT, THEREBY MAKING CHANGES TO SECTION 2.40.60, 10.24.040, 10.24.070 AND ADDING SECTIONS 2.40.080, 2.40.090 AND 2.40.100 RELATING TO EXPANDING THE AUTHORITY OF TRAFFIC COMMISSION FOR ON-STREET PARKING."

12. DISCUSSION ITEM

A. City Manager Performance Bonus (City Attorney)
The City Council evaluated City Manager Plumlee’s performance and found that he met or exceeded standards during the period ending June 30, 2016.

Recommendation: Authorize a two percent (2%) performance based incentive bonus for the City Manager for the period July 1, 2015 to June 30, 2016.

13. MAYOR AND COUNCIL INITIATED BUSINESS

A. 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.
14. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pending Litigation pursuant to Government Code sec. 54956.9 (d) (3) (Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (2))

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pending Litigation pursuant to Government Code sec. 54956.9 (d) (2) (A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.) 2 potential cases.

C. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Pending Litigation pursuant to Government Code sec. 54956.9, (d)(4) (Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.) 1 potential case.

D. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pending Litigation pursuant to Government Code sec. 54956.9 (d)(1) People v. Dennis Loren Bader, Case no. LA045560PE

E. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pending Litigation pursuant to Government Code sec. 54956.9, (d)(1) The Inland Oversight Committee v. City of Los Alamitos and Katella Property Owner LLC, L.A. Superior Court Case No. BS168299

15. 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.

Windmera Quintanar, CMC, City Clerk Dated: April 12, 2017
CITY OF LOS ALAMITOS
A/P Warrants
April 17, 2017

To Approve

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Subtotal $49,764.36

To Ratify

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Subtotal $743,640.67

Grand Total $793,405.03

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 18, 2017 to May 14, 2017.

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 Maribel Palmer, Accounting Manager.

[Signature]

this 11th day of April, 2017
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**TOTAL PAGES:** 4

**WALLIN, KRESS, REISMAN, & KRANTZ, LLP**

GENERAL COUNSEL SVCS - MAR GENERAL FUND  NON-DEPARTMENTAL  16,775.00
GENERAL COUNSEL SVCS - MAR GENERAL FUND  CITY ATTORNEY  6,000.00
GENERAL COUNSEL SVCS - MAR GENERAL FUND  CITY ATTORNEY  1,462.50
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GRAND TOTAL: 48,231.27

TOTAL PAGES: 3
MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – March 20, 2017

1. CALL TO ORDER
The City Council met in Special Session at p.m., 5:04 p.m. Monday, March, 20, 2017, in the Council Chamber, 3191 Katella Avenue, Mayor Hasselbrink presiding.

2. ROLL CALL
   
   Present: Council Members: Kusumoto, Wilson, Murphy,
   Mayor Pro Tem Edgar, Mayor Hasselbrink

   Absent: Council Members: None

   Present: Staff: Bret M. Plumlee, City Manager
   Cary S. Reisman, City Attorney
   Jason Al-Imam, Administrative Services Director
   Sean Connolly, Police Captain
   Corey Lakin, Recreation and Community Services Director
   Steven A. Mendoza, Development Services Director
   Ron Noda, Recreation Manager
   Windmera Quintanar, CMC, City Clerk

3. Department Budget Overview of Administration (City Manager, City Clerk and Administrative Services) and Recreation and Community Services (Administrative Services)
The City Council requested to take a closer look at each Department’s expenditures and revenues to better understand how the departments are spending and receiving funds. This workshop provided an overview of Administration and Recreation and Community Services.

Mayor Hasselbrink opened the item for public comment.

Stephen Hammond, resident, asked for an explanation regarding the Cable Television budget item on slide 9.

Mayor Hasselbrink closed the item for public comment.

Administrative Services Director Al-Imam summarized the staff report and gave a PowerPoint presentation. He advised the Cable Television budget item was related to Our Los Al contract and gave a brief explanation.

Recreation and Community Services Director Lakin summarized the staff report and gave a PowerPoint presentation.
City Council and Staff discussed the following points:

- Comparable fees for shared instructors
- Concern for the administration costs in Recreation and Community Services
- 67% cost recover in RCS as compared to 50% in other cities
- Long term concerns regarding using reserves to balance the budget
- Fully utilizing City’s assets (i.e. Youth Center facility)
- Consideration of feasibility and continued use at the pool
- Support for providing a swim safe program for residents
- Pool condition remains the same with little improvements
- Direction to Staff to bring consideration of the pool back to Council before the fall brochure is due
- Direction to the Parks, Recreation and Cultural Arts Commission to discuss strategic goals for the aquatics program including potential loses to the community, current benefits, at what point will it be unsustainable to subsidize, and alternate programs

4. ADJOURNMENT
The City Council adjourned at 6:03 p.m.

______________________________
Shelley Hasselbrink, Mayor

Attest:

______________________________
Windmera Quintanar, CMC, City Clerk
1. CALL TO ORDER
The City Council met in Regular Session at 6:12 p.m., Monday, March 20, 2017, in the Council Chamber, 3191 Katella Avenue, Mayor Hasselbrink presiding.

2. ROLL CALL
Present: Council Members: Kusumoto, Wilson, Murphy,
Mayor Pro Tem Edgar, Mayor Hasselbrink
Abscnt: Council Members: None
Present: Staff: Bret M. Plumlee, City Manager
Cary S. Reisman, City Attorney
Jason Al-Imam, Administrative Services Director
Sean Connolly, Police Captain
Dave Hunt, City Engineer
Corey Lakin, Recreation and Community Services Director
Steven A. Mendoza, Development Services Director
Rick Moore, Police Captain
Windmera Quintanar, CMC, City Clerk

3. PLEDGE OF ALLEGIANCE
Council Member Kusumoto led the Pledge of Allegiance.

4. INVOCATION
Council Member Murphy gave the Invocation.

5. PRESENTATION
A. Introduction of Newly Appointed Parks, Recreation, and Cultural Arts Commissioner Dean Hill
Mayor Hasselbrink and the Council presented a Certificate to incoming Commissioner Hill. Commissioner Hill spoke briefly.

B. Presentation of a Certificate of Recognition to Kenny Brandyberry for Being Names 2017 Americana Citizen of the Year
Mayor Hasselbrink and the Council presented a Certificate to Mr. Brandyberry. Mr. Brandyberry spoke briefly.

C. Presentation of a Commendation to Robin Sinclair for her Service as Executive Director at Casa Youth Shelter
Mayor Hasselbrink and the Council presented a Commendation to Ms. Sinclair. Ms. Sinclair spoke briefly.
D. Presentation of a Proclamation to West Cities Police Communications Representatives for National Public Safety Telecommunicators Week
Mayor Hasselbrink and the Council presented a Proclamation to Director Kasandra Bowden, Dispatch Manager Crystal Coorough, Lead Dispatcher Kathi Moen, and Lead Dispatcher Lindsay Lenart.

E. Presentation of Commendations to Business Recognition Awards Honorees: Alamitos Eye Care, Columbia College, Deux Amies, Ganahl Lumber, Los Alamitos Medical Center, Maderas, Sir Speedy, Sixty Minute Spectacles, US Bank, and Water Safe Swim School
Mayor Hasselbrink and the Council presented Proclamations to the Honorees. The honorees spoke briefly.

6. ORAL COMMUNICATIONS

Mayor Hasselbrink opened Oral Communications.

Stephen Hammond, former Cable Television Commissioner, spoke in opposition to the current programming and station management. He stated support for reinstating the Cable Television Commission for station oversight and hiring a new station manager.

Shelley Henderson, OC Breeze Editor, spoke regarding a poll on www.oc-breeze.com regarding the channels residents used to receive information on city news. She submitted the preliminary, non-scientific results.

Mayor Hasselbrink closed Oral Communications.

7. COUNCIL ANNOUNCEMENTS

Council Member Wilson spoke regarding attendance at the Race on the Base (ROTB), congratulated Los Alamitos Education Foundation (LAEF) King and Queen Brian Leibl and Kerrie DaVanon; attendance at the Los Alamitos Elementary (LAE) School D.E.A.R. Day Celebration, Chamber of Commerce Breakfast, American Awards, State of the City, and Weekend of Art. He requested Council consider empowering the Traffic Commission to set goals and make decisions.

Council Member Murphy spoke regarding the State of the City, attendance at Weekend of Art, Americana Awards, and the Orange County Transportation Authority’s Board meeting.

Council Member Kusumoto spoke regarding participation in the ROTB, attendance at the Orange County Mosquito and Vector Control Board meeting, and orientation for Orange County Sanitation District alternate.

Mayor Pro Tem Edgar spoke regarding attendance at Americana Awards, Weekend of Art, State of the City, and ROTB. He encouraged residents to be aware of pool management and continued relationships with the Joint Forces Training Base (JFTB). He advised of the following upcoming events Casa Youth Shelters’ A Night on the Town-Finding Neverland; Run Seal beach, and the Los Alamitos Boulevard Project.
Mayor Hasselbrink congratulated LAEF King and Queen Brian Leibl and Kerrie DaVanon; attendance at ROTB, LAE School D.E.A.R. Day Celebration, Americana Awards, State of the City, Orange County Fire Authority Academy 43 Gradation, and Weekend of Art. She advised of the following upcoming events Precious Life Gala, We Care From the Heart, Spring Carnival, and Neighborhood Community Meeting. She advised the official website for Los Al TV is www.losaltv.com.

12. ITEMS FROM THE CITY MANAGER

City Manager Plumlee spoke regarding Weekend of the Art and State of the City.

8. WARRANTS

Motion/Second: Edgar/Kusumoto
Unanimously Carried: The City Council approved the Warrants for March 20, 2017, in the amount of $88,245.42, ratified the Warrants for February 23, 2017 to March 19, 2017, in the amount of $879,852.07, 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 of March 21, 2017 to April 16, 2017.

ROLL CALL
Council Member Kusumoto Aye
Council Member Murphy Aye
Council Member Wilson Aye
Mayor Pro Tem Edgar Aye
Mayor Hasselbrink Aye

9. CONSENT CALENDAR

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

Council Member Kusumoto pulled item 9F
Council Member Murphy recused himself from voting on item 9A.
Council Member Wilson pulled item 9D.
City Attorney Reisman pulled item 9B until after Closed Session discussion.

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

A. Approval of Minutes (City Clerk)
Approved the Minutes of February 22, 2017 Special meeting and February 22, 2017 Regular meeting. (Council Member Murphy recused himself as he was not in attendance)

C. Approval of Employment Agreement for City Clerk (City Attorney)
This staff report authorized the City Council to approve the Employment Agreement for Windmera (Windy) Quintanar, Certified Municipal Clerk (CMC), as City Clerk of the City of Los Alamitos.
The City Council authorized the Mayor to execute the Employment Agreement with Windmera Quintanar for City Clerk of the City of Los Alamitos.

E. **Amendment to Professional Services Agreement with OUR Los Al for Cable Operations Manager Services and Suspension of Cable Television Commission for an Additional Six Months**

The purpose of this report was to amend the Professional Services Agreement with OUR Los Al, extending the term to June 30, 2018, for cable operations manager services and to suspend the Cable Television Commission for an additional six months.

The City Council:

1. Authorized the Mayor to execute Amendment No. 2 (Attachment 1) to the Professional Services Agreement with OUR Los Al, extending the contract term to June 30, 2018; and,

2. Suspended the Cable Television Commission for an additional six months.

End of Consent Calendar

**Items Pulled from the Consent Calendar**

D. **Resolution No. 2017-05 – Establishing “24-Minute Parking” on East Side of Los Alamitos Blvd adjacent to 10792 Los Alamitos Boulevard south of Catalina Street (Development Services)**

Consideration of time-limited parking adjacent to McNally Lighting for “24-Minute Parking” restrictions adjacent to 10792 Los Alamitos Boulevard south of Catalina Street.

Council Member Wilson stated the Traffic Commission had already received and vetted this motion. He stated support for empowering the Traffic Commission to approve such items, including parking within its scope, and allowing the Council the ability to call approvals for review.

Council and Staff discussed that the Municipal Code would require a code amendment to modify the scope of the Traffic Commission.

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

1. Adopted Resolution No. 2017-05, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING 24-MINUTE PARKING AT 10792 LOS ALAMITOS BOULEVARD SOUTH OF CATALINA STREET”; and,

2. Directed Staff to amend the Municipal Code to allow the Traffic Commission to act on parking requests.
F. **Microsoft Office Professional Plus 2016** *(Administrative Services)*  
The report requests authorization to purchase seventy-two (72) Microsoft Office Professional Plus 2016 licenses from SHI International.

City Council and Staff discussed the use of licenses, number of employees, and formal work stations.

Motion/Second: Kusumoto/Murphy  
Unanimously Carried: The City Council authorized the City Manager, or designee, to purchase seventy-two (72) Microsoft Office Professional Plus 2016 licenses from SHI International in the amount of $23,641.92.

10. **DISCUSSION ITEMS**

A. **Review of Bids for Los Alamitos Boulevard Median Improvement Project (CIP No. 16/17-08)** *(City Engineer)*  
This report recommends actions to facilitate the construction of the Los Alamitos Boulevard Median Improvement Project (CIP No. 16/17-08).

Council Member Wilson recused himself stating his primary employer could be affected by this project and left the dais.

Development Services Director Mendoza summarized the Staff report and answered questions from the City Council.

Council and Staff discussed the following topics:

- Delaying additive items and potential increase in price to add them later
- Potential for bid pricing to change should the scope of the project change by 25%
- Including Kinmount in the project and gas tax funding for that portion
- Potential items that can be removed to save cost now and added later include landscaping and above ground lighting (underground conduit would need to occur now), monument signs, slurry seal, protective strip in medians, colored crosswalks
- Explanation of the bond proceeds and expenditures to date
- Vetting process for GMC and process for disqualifying the lowest responsible bidder
- Overview of the project costs and contingencies
- Difference between available funding and all inclusive project cost is roughly $260,000
- Support for using the reserves, tax payers money, on projects like this that would benefit the community overall and
- Overall project includes three segments, which would could potentially reach to Katella in the future
- Available reserves, designated fund balances, $30,000 in unreserved funds that could be used for this project and the possibility of redistributing fund balances (i.e. 1% from each category)
• Possible funding for the $260,000 (i.e. fiscal year surplus, unreserved funds)
• Discussion of removing various features to reduce cost (boulders, signage, colored crosswalks)

Motion/Second: Edgar/Kusumoto
Approve Schedule A and B in its entirety

• Possibility of providing renderings of the boulevard with and without boulders
• Council’s desire to remove items at the end of the project should it go over budget
• Contractor’s ability to charge additional fees for change orders

Motion/Second: Edgar/Kusumoto
Unanimously Carried (Wilson recused): The City Council:

1. Reviewed the bids and directed Staff to proceed with Schedule A and B in their entirety; and,
2. Discussed funding availability; and,
3. Authorized the City Manager to execute the contract with GMC Engineering.

Council Member Wilson took his seat at the dais.

11. MAYOR AND COUNCIL INITIATED BUSINESS

A. Appoint Ad Hoc Subcommittee to Review the Potential of Relocation/Upgrade of the Civic Center Complex (Hasselbrink)
This report recommended the establishment of an Ad Hoc Subcommittee to review the potential for relocating/upgrading the Civic Center Complex. This item was continued from the February 22, 2017 meeting to allow discussion amongst the full Council.

Mayor Hasselbrink gave an overview on the item.

City Council and Staff discussed the facility use report would be delivered next week and the timing was ideal for a committee to be appointed.

Council Member Kusumoto and Wilson stated they would like to serve.

Motion/Second: Edgar/Wilson
Unanimously Carried: The City Council appointed Council Member Kusumoto and Wilson to serve on an Ad Hoc Subcommittee to review the potential for upgrading/relocating the Civic Center Complex.
B. **Potential for Off Leash Dog Park (Hasselbrink)**

This report provided a platform for the Council to discuss the idea of establishing an off leash dog park in the City.

Mayor Hasselbrink introduced the item and stated support for having the Parks, Recreation, and Cultural Arts Commission review and recommend if appropriate an off leash area at Little Cottonwood Park. She advised she had spoken with Colonel Range at the Joint Forces Training Base and he did not have any concerns as long as the area remained park space.

Motion/Second: Hasselbrink/Wilson

Unanimously Carried: The City Council directed the Parks, Recreation, and Cultural Arts Commission to review the feasibility of having an off leash dog area at Little Cottonwood Park.

C. **Council Announcements**

None at this time.

13. **CLOSED SESSION**

City Attorney Reisman read the items aloud.

A. **CONFERENCE WITH LABOR NEGOTIATOR/EVALUATION OF EMPLOYEE**

Agency Negotiator: Cary S. Reisman, City Attorney
Unrepresented Employee: City Clerk
Authority: Government Code Sections 54957.6/54957(b)

B. **CONFERENCE WITH LABOR NEGOTIATOR/EVALUATION OF EMPLOYEE**

Agency Negotiator: Cary S. Reisman, City Attorney
Unrepresented Employee: City Manager
Authority: Government Code Section 54957.6/54957(b)

C. **CONFERENCE WITH LABOR NEGOTIATOR/EVALUATION OF EMPLOYEE**

Agency Negotiator: Bret Plumlee, City Manager
Unrepresented Employee (Independent Contractor): City Attorney
Authority: Government Code Section 54957.6/54957(b) & (d)

D. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pending Litigation pursuant to Government Code sec. 54956.9 (d) (3) (Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (2))

E. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pending Litigation pursuant to Government Code sec. 54956.9 (d) (2) (A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.) 2 potential cases.

F. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**

Pending Litigation pursuant to Government Code sec. 54956.9 (d)(1)
People v. Dennis Loren Bader, Case no. LA045560PE
G. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pending Litigation pursuant to Government Code sec. 54956.9, (d)(1)
The Inland Oversight Committee v. City of Los Alamitos and Katella Property
Owner LLC, L.A. Superior Court Case No. BS168299

RECESS
The City Council recessed into Closed Session at 8:05 p.m.

Council Member Edgar left at 9:06 p.m.

RECONVENE
The City Council reconvened in Regular session at 9:34 p.m., Council Member Edgar absent.

City Attorney Reisman advised Council had considered items 13C, 13D, 13E, and 13F. Item 13F required action on item 9B in open session.

9B. Professional Services Agreement for Traffic Infraction Prosecutor

(City Attorney)
The City Attorney, City Manager and Police Department recommend that the City Council retain a qualified law firm to serve as City Prosecutor to prosecute traffic infractions, including red light camera citations. The law firm of Woodruff, Spradlin & Smart, APC already handles such matters in Westminster Superior Court for the City of Garden Grove.

Motion/Second: Kusumoto/Murphy
Unanimously Carried (Edgar absent): The City Council adopted Resolution 2017-03 titled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, WITH RESPECT TO CITY PROSECUTOR SERVICES”.

Motion/Second: Kusumoto/Murphy
Unanimously Carried (Edgar absent): The City Council authorized the Mayor to execute a the Professional Services Agreement with Woodruff, Spradlin & Smart, a Professional Corporation.

City Attorney Reisman stated Council had discussed item 13D and had authorized Closed Session for item 13E. Council directed Staff on how to proceed for item 13E. He advised he was not present for 13C.

City Manager Plumlee advised Council had instructed Staff on how to proceed regarding 13C.

City Attorney Reisman advised Council would recess back into Closed Session to discuss items 13A, 13B, and 13F.

RECESS
The City Council recessed into Closed Session at 9:37 p.m.

RECONVENE
The City Council reconvened in Regular Session at 11:03 p.m.
City Attorney Reisman stated Council instructed its negotiation on how to proceed for Items 13A and 13B. Item 13G was informative only; no votes were taken or requested.

14. **ADJOURNMENT**
The City Council adjourned at 11:03 p.m.

_________________________________________
Shelley Hasselbrink, Mayor

Attest:

_________________________________________
Windmera Quintanar, CMC, City Clerk
City of Los Alamitos

Agenda Report April 17, 2017
Consent Calendar Item No.: 10B

To: Mayor Shelley Hasselbrink & Members of the City Council

Via: Bret M. Plumlee, City Manager

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

Subject: Approval of Notice of Completion for Old Dutch Haven Neighborhood Streets Project (CIP No. 16/17-02)

Summary: Old Dutch Haven Neighborhood Streets Project (CIP No. 16/17-02) is complete and in compliance with the plans and specifications. Therefore, Staff recommends that City Council accept the work as complete, direct filing of the Notice of Completion and authorize retention release as prescribed by the Public Contracts Codes.

Recommendations:

1. Accept as complete the construction contract by All American Asphalt for Old Dutch Haven Neighborhood Streets Project (CIP No. 16/17-02); and,

2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder’s office; and,

3. Authorize Staff to release the 5% retention to the contractor, in the amount of $13,532.14, thirty-five (35) days after recordation of the Notice of Completion.

Background

The City of Los Alamitos proposed to grind and overlay Thor Avenue and Cherry Street and slurry seal Pine Street, Reagan Street and Snark Street in the Old Dutch Haven Neighborhood in accordance with the City’s Pavement Management Plan.

Discussion

Work for this project is now complete and acceptable to the City Engineer. Therefore, at this point in time, Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.
Fiscal Impact

There is a change order in the amount of -$10,699.96 for this project due to the fact that a lower quality asphalt was used. This project was funded for a maximum amount of $329,447.08. Funding for this project was covered by the Gas Tax and Measure M.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Expenditures</td>
<td></td>
</tr>
<tr>
<td>Construction Costs-As Awarded</td>
<td>$281,342.80</td>
</tr>
<tr>
<td>Change Order</td>
<td>$-10,699.96</td>
</tr>
<tr>
<td>Total Project Expenditures</td>
<td>$270,642.84</td>
</tr>
</tbody>
</table>

Submitted By: David L. Hunt, City Engineer
Reviewed By: Steven A. Mendoza, Development Services Director
Fiscal Impact Reviewed By: Bret M. Plumlee, City Manager
Approved By: Bret M. Plumlee, City Manager

Attachment: 1. Notice of Completion
RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA  90720

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

NOTICE OF COMPLETION/FINAL REPORT

For

Old Dutch Haven Neighborhood Streets Project (CIP No. 16/17-02)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.

2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA  90720

3. The work consisted of Old Dutch Neighborhood Street Project

4. The work was completed on March 27, 2017

5. The contractor was: All American Asphalt,   P.O.BOX 2229, Corona, CA 92878

Dated: April 17, 2017

David L. Hunt, P.E. City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA )
                     ) SS
COUNTY OF ORANGE    )

I, David L. Hunt, City Engineer of the City of Los Alamitos, a Municipal Corporation, executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the facts therein stated are true.

David L. Hunt, P.E., City Engineer

Dated: April 17, 2017
City of Los Alamitos

Agenda Report  April 17, 2017
Consent Calendar  Item No.: 10C

To:  Mayor Shelley Hasselbrink & Members of the City Council
Via:  Bret M. Plumlee, City Manager
From:  Eric R. Nuñez, Chief of Police
        Rick Moore, Captain-Operations
        Sean Connolly, Captain-Support Services Division
Subject: Purchase of Three (3) 2017 Police Unmarked Vehicles, and
        Authorization to Purchase and Install Emergency Lights and Equipment

Summary: This is a request to purchase one (1) 2017 Dodge Charger Police Unmarked Vehicle, and two (2) 2017 Dodge Durango Police Unmarked Vehicles per Los Alamitos Municipal Code 2.60.110 – Purchases through other agencies. This report requests authorization for the purchase of the Dodge Charger to utilize Purchase Order P01457 agreement between the City of Visalia and McPeek Dodge of Anaheim. It also requests authorization for the purchase of two (2) Dodge Durangos to utilize Purchase Order DPO-BH-17361542-1 agreement between the County of Los Angeles and McPeek Dodge of Anaheim. In addition, this is a request to purchase and install emergency lights and equipment on the three unmarked vehicles, and three patrol vehicles that were authorized for purchase on February 22, 2017.

Recommendation:

1. Authorize the City Manager to purchase one (1) 2017 Dodge Charger Police Unmarked Vehicle from McPeek Dodge for $27,017.36; and,
2. Authorize the City Manager to purchase two (2) 2017 Dodge Durango Police Unmarked Vehicles from McPeek Dodge for $63,947.72; and,
3. Authorize the City Manager to purchase and install emergency lights and equipment on the three (3) police unmarked vehicles requested by this report, and the three (3) patrol vehicles which were authorized for purchase on February 22, 2017, in the total amount of approximately $24,750.

Background

Funding for the replacement of three (3) police unmarked vehicles is included in the Fiscal Year 2016-2017 Budget. The purchase of one vehicle is to replace a 2007 Dodge Charger Police unmarked vehicle with approximately 109,000 miles which was rendered
useless after a traffic collision in August 2016. The purchase of the remaining two (2) vehicles is based on the rotation replacement schedule per the Vehicle Replacement Policy using age, mileage, and condition. The category that both of these vehicles falls within would require replacement with approximately 5 years of age, and 75,000 miles. With this in mind, the three vehicles listed below are recommended to be replaced due to the condition of the vehicles and in accordance with the City’s Vehicle Replacement Policy:

<table>
<thead>
<tr>
<th>Current Assignment</th>
<th>Year</th>
<th>Description</th>
<th>Mileage</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin-Chief</td>
<td>2008</td>
<td>Dodge Charger</td>
<td>114,000</td>
<td>Normal wear &amp; tear</td>
</tr>
<tr>
<td>Admin-Ops Captain</td>
<td>2012</td>
<td>Dodge Charger</td>
<td>106,000</td>
<td>Normal wear &amp; tear</td>
</tr>
<tr>
<td>Admin-Supp Svcs Captain</td>
<td>2007</td>
<td>Dodge Charger</td>
<td>109,000</td>
<td>Collision</td>
</tr>
</tbody>
</table>

The vehicles will be equipped with emergency police lighting systems, sirens and police radios and qualify as Emergency Vehicles per California Vehicle Code §§165 and 21055. These administrative vehicles can also be utilized as detective vehicles, when necessary.

On February 22, 2017, the City Council approved the purchase of three (3) Police patrol vehicles. The request for authorization at that time did not include a request for purchasing and installation of emergency lights and equipment necessary for the operation of these vehicles. The request for purchasing and installation of emergency lights and equipment for these previously approved vehicles is part of this report.

**Discussion**

To facilitate this purchase of the 2017 Dodge Charger Police Unmarked Vehicle, Staff requests authorization to purchase this vehicle utilizing an agreement ("piggy back") between the City of Visalia and McPeek Dodge of Anaheim, Purchase Order P01457 for a total purchase price of approximately $27,017.36.

To facilitate the purchase of the two (2) 2017 Dodge Durango Police Unmarked Vehicles, Staff requests authorization to purchase these vehicles utilizing an agreement ("piggy back") between the County of Los Angeles and McPeek Dodge of Anaheim, Purchase Order DPO-BH-17361542-1 for a total purchase price of approximately $63,947.72.

According to Los Alamitos Municipal Code §2.60.110, the City Council may authorize the purchase of materials, supplies or equipment for the City where the City Manager determines that another public agency has, within six months immediately preceding the Council authorization, proceeded with steps pursuant to its purchasing ordinance to obtain bids and award a contract to the lowest responsible bidder for the same materials, supplies or equipment.

The City of Visalia Bid 16-17-19, and Purchase Order P01457, issued January 12, 2017, meets these qualifications.
The County of Los Angeles Bid RFB-IS-17200610, and Purchase Order DPO-BH-17361542-1, issued on February 2, 2017, meets these qualifications.

McPeek Dodge of Anaheim plans to deliver the new vehicles within approximately 60-120 days. The City of Visalia contract includes outfitting of the vehicle with emergency equipment by the vendor. We are purchasing only the vehicle from McPeek Dodge of Anaheim.

The purchase and installation of emergency lights and equipment to outfit the three (3) police unmarked vehicles, and the three (3) previously authorized for purchase patrol vehicles, will be done by a company called “10-8 Retrofit”. They are our sole source vendor for this equipment and installation. “10-8 Retrofit” has provided this service for all our other emergency vehicles in the Police Department fleet. This provides consistency and uniformity of equipment, placement and operation, and performance. When an officer moves from one vehicle to another the switches, buttons, etc. are located in the same place which helps the officer operate safely and effectively, and reduces errors while operating the vehicle in stressful situations. This also makes it more efficient to replace or re-use equipment and wiring from one vehicle to another. Tracing problem fuses and wiring is simplified due to the installation being done in the same manner, from one vehicle to another. It typically takes an additional 30 days to outfit the police vehicles with their emergency equipment.

The cost of purchasing and installing the necessary emergency equipment is as follows:

Patrol Vehicle – Approximately $4,750 per vehicle
Unmarked Vehicle – Approximately $3,500 per vehicle

The total for three (3) patrol vehicles and three (3) unmarked vehicles is approximately $24,750. The price can vary depending on what equipment can be re-used from the replaced vehicles.

Once the new unmarked vehicles are ready to be rotated into service, replacing the wrecked 2007 Dodge Charger, the 2008 Dodge Charger, and the 2012 Dodge Charger, Staff will evaluate the condition of the two serviceable unmarked vehicles and determine whether the vehicles should be retired and declared surplus or whether the vehicles can be repurposed.

As you recall from February, once the three (3) new patrol vehicles are ready to be rotated into service, replacing units 48-4, 48-5, and 48-6, Staff will re-evaluate the condition of units 48-4, 48-5 and 48-6 and will determine whether the vehicles should be retired and declared surplus or whether the vehicles can be repurposed. For example, one of the patrol units being replaced may be suitable for use by the City’s School Resource Officer (SRO). The vehicle used by the SRO normally is used in the local area and for fewer miles each day than on patrol. This would keep a patrol duty vehicle available for use and serve as a fully functional back-up patrol car for those times when patrol vehicles are out of service for extended periods of time.
Fiscal Impact

This purchase is included in the City’s Fiscal Year 2016-2017 adopted budget, Account 50.546.5440. A financing agreement with Wells Fargo Equipment Finance, Inc. has previously been approved in the amount of $270,000 for the purchase of seven (7) Police Department Vehicles. The police unmarked vehicles represents part of that purchase. The cost of emergency equipment and installation is budgeted as part of the finance agreement. The total amount requested in this report is $115,715.08.

The following chart reflects the status of the purchase of seven (7) Police Vehicles in the 2016-17 fiscal year, as of the date of this report.

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Make/Model</th>
<th>Est Price</th>
<th>Est Outfit</th>
<th>Veh Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol/Watch Comm</td>
<td>Chevy Tahoe</td>
<td>$44,500</td>
<td>$7,500</td>
<td>$52,000</td>
</tr>
<tr>
<td>Patrol</td>
<td>Dodge Charger</td>
<td>$32,411.33</td>
<td>$4,750</td>
<td>$37,161.33</td>
</tr>
<tr>
<td>Patrol</td>
<td>Dodge Charger</td>
<td>$32,411.33</td>
<td>$4,750</td>
<td>$37,161.33</td>
</tr>
<tr>
<td>Patrol</td>
<td>Dodge Charger</td>
<td>$32,411.33</td>
<td>$4,750</td>
<td>$37,161.33</td>
</tr>
<tr>
<td>ADM-1</td>
<td>Dodge Durango</td>
<td>$31,973.86</td>
<td>$3,500</td>
<td>$35,473.86</td>
</tr>
<tr>
<td>ADM-2</td>
<td>Dodge Durango</td>
<td>$32,973.86</td>
<td>$3,500</td>
<td>$35,473.86</td>
</tr>
<tr>
<td>ADM-3</td>
<td>Dodge Charger</td>
<td>$27,017.36</td>
<td>$3,500</td>
<td>$30,517.36</td>
</tr>
<tr>
<td>Financing Agreement</td>
<td></td>
<td>$270,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RFB Due May, 2017</td>
<td>$52,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved Feb, 22, 2017</td>
<td>$97,233.99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requested Apr, 17, 2017</td>
<td>$115,715.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total estimated cost, at this time</td>
<td>$264,949.07</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submitted By:  Eric R. Nuñez, Chief of Police
Fiscal Impact Reviewed By:  Bret M. Plumlee, City Manager
Approved By:  Bret M. Plumlee, City Manager

Attachments:  1. City of Visalia Agenda Item Transmittal (Item 9)
               2. City of Visalia Purchase Order P01457
               3. McPeek Dodge of Anaheim Quote - Charger
               4. County of Los Angeles Purchase Order DPO-BH-17361542-1
               5. McPeek Dodge of Anaheim Quote - Durango
City of Visalia
Agenda Item Transmittal

Meeting Date: 12/5/2016

**Agenda Item Number (Assigned by City Clerk): 9.**

**Agenda Item Wording:** Authorize the purchase and award a contract to McPeek’s Dodge of Anaheim in the amount of $607,872 to replace twelve (12) marked Police Patrol Vehicles.

**Deadline for Action:** 12/5/16

**Submitting Department:** Police Department

**Contact Name and Phone Number:** Chief Jason Salazar, ext. 4215, jason.salazar@visalia.city; Captain Steve Phillips, ext. 4205, steve.phillips@visalia.city; Lieutenant Ed Lynn, ext. 4104, ed.lynn@visalia.city; Dexter Valencia, ext. 4655, dexter.valencia@visalia.city

**Department Recommendation:** That City Council authorize the purchase and award a contract to McPeek’s Dodge of Anaheim in the amount of $607,872 to replace twelve (12) marked police patrol vehicles.

**Summary:** The Police Department budgeted for the replacement of fifteen (15) marked patrol vehicles in the FY 2016-17 for a total available budget of $795,700. Eleven (11) of these vehicles have achieved their useful lifecycle, which includes two (2) K9 units. One (1) unit is being replaced sooner than scheduled due to a collision, which resulted in a total loss. The remaining three (3) vehicles will be replaced at a later date.

**Background Discussion:** Initially, compliance with the City’s Vehicle Replacement Policy of 10 years and 110,000 miles for patrol units and seven years and 75,000 miles for K9 units was verified by Fleet Maintenance. In addition to the vehicles meeting this criteria all twelve (12) patrol vehicles being replaced have been evaluated by Fleet Maintenance and have attained their useful lifecycle for front line emergency response use or were damaged beyond repair. The vehicles being replaced will be evaluated for secondary use and assigned to other departments as needed or sold at auction.

On October 10, 2016, the Purchasing Division solicited for bids by advertising in the Visalia Times Delta and by mailing bid notices to Dodge dealerships. In addition, vendors were notified via Bid-Net. Tulare County has two Dodge dealerships, and both were invited to bid. These dealerships were Jim Manning of Dinuba and Lampe Dodge of Visalia; however, neither of these local dealerships submitted a bid. The City received one (1) bid from McPeek’s Dodge of Anaheim.

Lampe Dodge chose not to participate in the bid process because they could not compete with the pricing of larger Dodge dealerships, and Jim Manning Dodge stated that they might try to bid next year. The larger Dodge dealerships are able to offer better pricing due to the quantities sold annually, and they

**COUNCIL ACTION:** Approved as Recommended

-55- 5-0 DEC 05 2016
already have a certified subcontractor to up-fit each vehicle to the specifications requested. Up-fitting police cars include the lights, sirens, ballistic door panels, gun racks, and complete radio system. In order to install the police radio system, the up-fitter has to be certified with Motorola.

**Fiscal Impact:** Total cost of 12 units is shown below. Funding for these vehicles will be drawn from the City Vehicle Replacement Fund (502) and Measure T Vehicle Replacement Fund (503).

<table>
<thead>
<tr>
<th>Type</th>
<th>Vehicle</th>
<th>Up Fitting</th>
<th>Total Bid</th>
<th>Per Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol Unit (10)</td>
<td>$330,239.10</td>
<td>$172,923.20</td>
<td>$503,162.30</td>
<td>$50,316.23</td>
</tr>
<tr>
<td>K-9 Unit (2)</td>
<td>$66,047.82</td>
<td>$38,662.12</td>
<td>$104,709.94</td>
<td>$52,354.97</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$396,286.92</td>
<td>$211,585.32</td>
<td>$607,872.24</td>
<td></td>
</tr>
</tbody>
</table>

Funding for 12 units is as follows:

<table>
<thead>
<tr>
<th>Units</th>
<th>Funding</th>
<th>CIP</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 (Patrol)</td>
<td>Replacement 502</td>
<td>VH0148</td>
<td>$50,316.23</td>
<td>$352,213.61</td>
</tr>
<tr>
<td>2 (K-9)</td>
<td>Replacement 502</td>
<td>VH0158</td>
<td>$52,354.97</td>
<td>$104,709.94</td>
</tr>
<tr>
<td>3 (Patrol)</td>
<td>Measure T 503</td>
<td>VH0101</td>
<td>$50,316.23</td>
<td>$150,948.69</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$607,872.24</td>
</tr>
</tbody>
</table>

Prior Council Action: N/A

Other: N/A

Committee/Commission Review and Action: N/A

Alternatives: Do not award bid.

Attachments: N/A.

**Recommended Motion (and Alternative Motions if expected):**

Move to authorize purchase and award contract to McPeek’s Dodge of Anaheim in the amount of $607,872.24 to replace twelve (12) marked Police Patrol Vehicles

Copies of this report have been provided to:

**Environmental Assessment Status**

CEQA Review: N/A
EXHIBIT “A” TO RFB

BID FORM
RFB NO. 16-17-19
Project: Twelve (12) 2016 Dodge Chargers with Up-fitting

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City’s Notice Inviting Sealed Bids No. 16-17-19 dated: 10-10-16, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, and labor required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore.

BIDDER declares that this proposal is based upon careful examination of the Instructions to BIDDERS, and the contract requirements. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER has read and hereby agrees to the conditions stated in this bid by affixing his/her signature on the bid form.

Bid will be awarded based on Total Bid Amount

<table>
<thead>
<tr>
<th>2016 DODGE CHARGERS Per Specifications of RFB-16-17-19</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Bid Amount (Includes all freight and taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 Dodge Chargers (10) Patrol Units (white top &amp; white doors)</td>
<td>$33,023.97</td>
<td>12</td>
<td>$384,286.92</td>
</tr>
<tr>
<td>Patrol Up-fitting</td>
<td>$17,242.52</td>
<td>10</td>
<td>$172,423.20</td>
</tr>
<tr>
<td>K-9 Up-fitting</td>
<td>$19,331.00</td>
<td>2</td>
<td>$38,662.00</td>
</tr>
</tbody>
</table>

TOTAL BID AMOUNT

(Delivered to 309 S. Cain Street, Visalia, CA)

$607,872.25

Delivery FOB Destination Visalia, CA

Delivery Time: 120-150 Days ARO (After Receipt of Order)

Terms/Discount: net 30

Warranty: 3yr 100,000 miles

Company to Up-fit Cars: LEHR

Does the Bid meet specifications: Yes

Page 7
If "No", and in order to assist the City in the evaluation of bids, please indicate variances, no matter how slight, on a separate sheet and attach detailed specifications on the item(s) deviating from specifications.

1. **McPeck's Dodge of Anaheim**  
   Bidding Firm

2. Corporation, Partner, Joint Venture

3.  
   **1221 S Auto Center Dr, Anaheim CA 92804**  
   Business Address  
   City  
   State  
   Zip Code

4.  
   **714-254-2613**  
   Telephone Number  
   **714-254-2614 Kevin@McPeckdodge.com**  
   Fax Number  
   E-mail Address

5.  
   Signature of Authorized Person  
   **Kevin Buzzard**  
   Type or Print Authorized Person's Name  
   **10-10-16**  
   (Date)

Please see the following instructions regarding signature:

1. If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

2. If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba [trade name in full]."

3. State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

4. If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

---

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.
City of Visalia Business Tax Certificate No.: 

(A City Business Tax Certificate (License) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326.

Federal Tax I.D. No.: 95-2119275

REFERENCES
Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Tel. No.</th>
<th>Contact</th>
<th>Product(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAPD</td>
<td>213-486-1021</td>
<td>George Yamashita</td>
<td>Police Cars</td>
</tr>
<tr>
<td>City of Visalia</td>
<td>559-713-4655</td>
<td>Dexter</td>
<td>Police Cars</td>
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<tr>
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</table>

RFB NO. 16-17-19
Twelve (12) 2016 Dodge Chargers with Up-Fitting
Page 9
**City of Visalia**  
Purchasing Division  
707 W. Acequia Avenue  
Visalia, CA 93291  
(559) 713-4334

| VENDOR ID: | V00170 |
| VENDOR: | MCPEEKS DODGE OF ANAHEIM |
| 1221 S AUTO CENTER DR  
ANAHEIM, CA 92806-5634 |

| TELEPHONE #: | (714) 254-2614 |
| FAX #: | (714) 254-2614 |
| EMAIL: | kevinb@mcpeekdodge.com |

| DELIVER TO: | CITY OF VISALIA  
CORPORATION YARD  
336 N BEN MADDOX WAY  
VISALIA, CA 93292 |

| MAIL TWO COPIES |
| OF YOUR INVOICE TO: | CITY OF VISALIA FINANCE DEPT  
P.O. BOX 5078  
VISALIA, CALIFORNIA 93278 |

**PURCHASE ORDER NO.**  
P01457  
Order Date: 01/11/17  
**Tax Correction**

<table>
<thead>
<tr>
<th>TERMS</th>
<th>BID NUMBER</th>
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<th>REQ #</th>
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<tr>
<td>Net 30</td>
<td>RFB-16-17-19</td>
<td>Shawna Doucette</td>
<td>R02115</td>
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<td>PATROL MARKED 2016 DODGE CHARGERS</td>
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<td>PATROL UP FITTING KIT TAX $</td>
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<td>111,821.01</td>
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**SUBTOTAL**  
325,370.57  
**DISCOUNT**  
26,029.64  
**TAX**  
**FREIGHT**  
**PO TOTAL**  
351,400.21  
**ACCOUNT NO.**  
5020-72000/VH0148  
**AMOUNT**  
-999  
351,400.21

**DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW**

**AUTHORIZED PURCHASING AGENT**

**DATE ISSUED**  
1.12.17

**THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.**
<table>
<thead>
<tr>
<th>TERMS</th>
<th>BID NUMBER</th>
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<th>UNIT</th>
<th>DESCRIPTION</th>
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<td>TAX $</td>
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<td>11,155.56</td>
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**ACCOUNT NO.**
5030-72000/VH0101 - 999  150,600.09

**SUBTOTAL**
139,444.53

**DISCOUNT**

**TAX**
11,155.56

**FREIGHT**

**PO TOTAL**
150,600.09

**DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW**

AUTHORIZED PURCHASING AGENT

DATE ISSUED
1-12-17

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.
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<td>Shawna Doucette</td>
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<td>TAX $</td>
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<td>7,738.38</td>
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**SUBTOTAL**
96,729.74

**DISCOUNT**

**TAX**
7,738.38

**FREIGHT**

**PO TOTAL**
104,468.12

ACCOUNT NO. | AMOUNT
---|---
5020-72000/VH0158 | 999
8020-72000/VH0158 | 104,468.12

**DATE ISSUED**
11/12/17

**AUTHORIZED PURCHASING AGENT**

**SIGNED BELOW**

**TERMS AND CONDITIONS**

BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.
QUOTE
CITY OF LOS ALAMITOS
2017 DODGE CHARGER POLICE CAR
ADMIN QUOTE
BASED OFF CITY OF VISALIA
RFB 16-17-19 / P.O# P01457
4-5-2017

INCLUDES OPTIONS
29A DODGE CHARGER POLICE PKG
5.7 LITER V-8
HD CLOTH BUCKET SEATS W/CLOTH REAR
FULL SIZE SPAIR
8 KEYS / REMOTES
BLACK LEFT SPOT LIGHT
MATCHING RIGHT SPOT LIGHT
BLACK VINYL FLOOR COVERING
DEACTIVATE REAR DOORS/WINDOWS (CW6)
KEY ALIKE (FREQ 1)
POWER SEAT
POWER HEATED MIRRORS FOLD AWAY
LEFT AND RIGHT BALLISTIC DOORS
CAR TO BE BLACK & WHITE

SELLING PRICE 30,499.00
DELETE BLACK AND WHITE PAINT -850.00
DELETE BALLISTIC DOORS -4012.00
DELETE LEFT/RIGHT SPOTS -420.00
LESS 30 DAY PAYMENT DISCOUNT -500.00
ADD STREET APPEARANCE GROUP 349.00

SUB TOTAL 25,066.00
SALES TAX 7.75% 1,942.61
CA TIRE TAX 8.75
TOTAL FOR EACH CAR 27,017.36
NOTES;

1. NEW WARRANTY FOR THE 2017 MODELS ARE 3YR/36,000 ON THE CAR 5YR/100,000 ON THE POWER TRAIN

2. DELIVERY TIME IS 60-120 DAYS ARO

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

1221 S. Auto Center Dr. - Anaheim, CA 92806
Phone: 1 (714) 635-2340 Fax: 1 (714) 533-1553
## Los Angeles County Beaches & Harbors

**FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO**
[https://lacosvs.lacounty.gov/Login/External/Pages/lacosvs-dept-contacts.pdf](https://lacosvs.lacounty.gov/Login/External/Pages/lacosvs-dept-contacts.pdf)

**BILL TO:**
BEACHES & HARBORS
AC-SHARED SERVICES DIVISION
3470 WILSHIRE BLVD
11TH FLOOR
LOS ANGELES CA 90010

**VENDOR NAME, STREET, CITY, STATE, ZIP CODE:**
MCPEEK'S DODGE OF ANAHEIM
1221 S. AUTO CENTER DRIVE
ANAHEIM CA 92806

**ORDER NUMBER**
DPO-BH-17361542-1

**AWARD DATE**
01/05/17

**ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THE ORDER AS IF FULLY REPRODUCED HEREIN:**

**ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:**
Contact: Reina Duran
Phone: (323) 881-8946
Email: RDuran@isd.lacounty.gov

**SHIP FOR DESTINATION TO:** (UNLESS SPECIFIED ELSEWHERE)
ISD EASTERN AVENUE (VEHICLES)
C/O ISD-VEHICLE SERVICES
1100 NORTH EASTERN AVENUE
LOS ANGELES CA 90063

**PROCUREMENT FOLDER:**
1175860

**CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE):**
BEACHES AND HARBORS 32388137310000

**DELIVERY DATE**
06/05/17

**FOB** Destination, Freight Prepaid and Allowed

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>UNIT PRICE</th>
<th>EXTENDED AMOUNT</th>
</tr>
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<td>1</td>
<td>NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.</td>
<td>1.000000</td>
<td>EA</td>
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<tr>
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<td>SUPPLIER PART NO:</td>
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<td></td>
<td>SALES TAX AMOUNT:</td>
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<tr>
<td></td>
<td>STOCK ITEM DESCRIPTION:</td>
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</tr>
<tr>
<td></td>
<td>DESCRIPTION: VEHICLE - MID SIZE, 4X4, SPORT UTILITY, 6,100 LBS. GVWR, 5-SPEED AUTO - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</td>
<td></td>
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<tr>
<td></td>
<td>MAKE/MODEL: DODGE DURANGO AWD</td>
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<td></td>
<td>DEPARTMENT NOTE: (LINE 1 ONLY): If payment is made within 20 days,</td>
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</table>

LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: [http://lacosvs.lacounty.gov](http://lacosvs.lacounty.gov)

Go to the portal home page to find out more about the benefits to vendors who do business with the County.

COUNTY OF LOS ANGELES
discount of 2% per vehicle may be deducted.

Delivery: 80-120 Days ARO

LAC-CAL 5 YEAR 55575
PQ #17-00203

REQUESTOR: SYLVESTER TOWNSEND

VRP/IN-KIND REPLACEMENT: 63427

TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-17200610

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<th>LINE NO.</th>
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<td>$8.75</td>
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REQUEST FOR BID
INTERNAL SERVICES DEPARTMENT

SOLICITATION
RFB-IS-17200610-1

BID DUE:
01/03/17 12:00:00 PM

RETURN BID TO ADDRESS BELOW
INTERNAL SERVICES DEPARTMENT
ISD CENTRAL PURCHASING
1100 N EASTERN AVENUE
RM 103 BID ROOM 1ST FLOOR
LOS ANGELES CA 90063

BUYER: Reina Duran
BUYER PHONE: (323) 881-8946
DATE ISSUED: 12/20/16
REQ. DEPARTMENT: IS
AGENCY REQ. NO.: 17-0203
REQ. NO.: DRQN-BH-17002422
FISCAL YEAR: 
SCHEDULED BEGIN DATE: 
SCHEDULED END DATE: 
NUMBER OF COMMODITY LINES: 2
PROCUREMENT FOLDER: 1175950

17-0203 VEHICLE - 4X4, SPORT UTILITY - SPECS (LAC-CAL)

TO BE COMPLETED BY VENDOR

1. DELIVERY WILL BE MADE IN [ ] 120 DAYS AFTER RECEIPT OF ORDER.
2. CASH DISCOUNT [ ] % 30 DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
3. BID BOND ATTACHED: [ ] CERTIFIED CHECK ATTACHED: [ ] OTHER ATTACHMENTS: [ ]
4. BID REFERENCE NUMBER: [ ] (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
5. PLEASE REMOVE FROM THIS COMMODITY CODE: [ ]
6. FEIN OR SOCIAL SECURITY# REQUIRED: 95-2114275

** IMPORTANT **
IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER: 114-254-2418
TITLE: Fleet Manager
DATE: 12-29-14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:

1. CONDITIONS OF PURCHASE: This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified herein or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be the responsibility of Vendor. Unless otherwise stated herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. INVOICES: Invoices shall include the Purchase Order number, if located in the upper right hand corner of the Purchase Order. Invoices shall state that they were issued by the County, and each item shall be shown and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When invoice is a delivered price, all transportation and delivery charges must be prepaid in full to destination. Vendors shall distinguish material costs from labor costs on all applicable invoices. Invoices shall reflect sales tax amount for each item where applicable.

4. PRICE/SALES TAX: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.

5. PAYMENT TERMS: Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, in accordance with the terms herein.

6. WARRANTIES: Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of Vendor's failure(s). This term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be repaired, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

7. CANCELLATION: Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at any cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.

8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view to securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 CONFLICT OF INTEREST:

10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.
13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:
   a. Vendor has materially breached the Purchase Order; or
   b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the
      Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the
      Purchase Order, and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as
      the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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<th>COMPANY NAME</th>
<th>REQUEST FOR BID</th>
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<td><strong>McPeek Dodge</strong></td>
<td><strong>SO NO : RFB-IS-17200610-1</strong></td>
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24. **INDEPENDENT CONTRACTOR STATUS:** This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

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

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

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

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

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

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

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

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6561.

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of
### STANDARD TERMS & CONDITIONS

**COMPANY NAME:** *McDeek Dodge*

**REQUEST FOR BID**

**SO NO:** RFB-IS-17200610-1

**BID DUE:** 01/03/17 12:00:00 PM

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**CONTRACTOR** to cure such default within ninety (90) calendar days of written notice shall be grounds upon which **COUNTY** may terminate this Contract/Purchase Order pursuant to "**VENDOR'S RESPONSIBILITY AND DEBARMENT**" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.

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

Certified Payroll shall be submitted upon request and shall include:

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

**Prevailing Wage Scale**

Wherever required:

- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:
  - [www.dir.ca.gov/DLRS/PWD/Apprentice.htm](http://www.dir.ca.gov/DLRS/PWD/Apprentice.htm)
  - Division of Labor Standards Enforcement
  - 455 Golden Gate Avenue, 9th Floor
  - San Francisco, CA 94102 (415) 703-4810

**Records Retention and Audit, Federal or State Funded Purchases**

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

**FEDERAL EARNED INCOME CREDIT**

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

**RECYCLED BOND PAPER**

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

**PARTICIPATING MUNICIPALITIES**

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

COMPANY NAME: McPeck Dodge

REQUEST FOR BID
SO NO: RFB-IS-17200610-1

BID DUE: 01/03/17 12:00:00 PM

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

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

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

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

Do you agree to the aforementioned? Yes ☑ No

Priority Clause (Disastrous Events):

Unless legally prohibited, Vendor shall provide priority to the County of Los Angeles for the purchase and delivery of all agreement items during disastrous events, including but not limited to earthquakes, floods, fires and acts of terrorism to ensure the County has sufficient resources needed to sustain its business functions.

Signature (Authorized Representative):

Print:

Title:

Date:

VENDOR’S RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

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

COUNTY’S PREFERENCE PROGRAMS

The County of Los Angeles has three preference programs - Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for those businesses to compete for County opportunities.

The Preference Programs (LSBE, DVBE, and SE) require the business to complete a certification process. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements of each program prior to requesting the Preference in a solicitation. To apply for certification as a LSBE, DVBE or SE, contact the Department of Consumer and Business Affairs at http://deba.lacounty.gov.
In no case shall the Preference Program (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation. The maximum dollar amount of the preference shall not exceed $150,000 per any one preference recipient.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE.

**Local Small Business Enterprise (Local SBE) Preference Program**

The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 or 2.204.030C.2 of the Los Angeles County Code.

The LSBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A Local SBE is deemed to perform a commercially useful function if the business does all of the following: 1) is responsible for the execution of a distinct element of the work of the contract; 2) carries out its obligation by actually performing, managing, or supervising the work involved; 3) performs work that is normal for its business services and functions; 4) is responsible with respect to products, inventories, materials, supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing if applicable, and making payment; 5) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function in the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transition, contract, or project through which funds are passed in order to obtain the appearance of a Local SBE.

For County solicitations which are not subject to the federal restriction on geographical preferences:

An LSBE is defined as: 1) A business which is certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) a business certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs’ (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State’s Department of General Services requirements.

Information about the State’s small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at [http://www.dgs.ca.gov/SmBus/default](http://www.dgs.ca.gov/SmBus/default)

For County solicitations which are subject to the federal restriction on geographical preferences:

An LSBE is defined as: A business which meets the employee size and revenue requirements of the Federal Small Business Administration and maintains an active registration as a small business in the Federal System for Award Management (SAM) database.

Information on the SAM database is available at [https://www.sam.gov](https://www.sam.gov)

**Disabled Veteran Business Enterprise (DVBE) Preference Program**

The County will give DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as: 1) A business which is certified by the State of California as a DVBE; or 2) A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration; or 3) A business certified as a DVBE/SDVOSB with other certifying agencies pursuant to the Department of Consumer and Business Affairs’ (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Web site at [http://www.dgs.ca.gov/pd/Home.aspx](http://www.dgs.ca.gov/pd/Home.aspx)

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veteran Affairs Website at: [http://www.va.gov/](http://www.va.gov/)

**Social Enterprise (SE) Preference Program**

The County will give SE preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code.

An SE is defined as: A business that qualifies as a Social Enterprise and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services.

Further information on Social Enterprises also available on the DCBA’s website at: [http://dcbaweb.lacounty.gov](http://dcbaweb.lacounty.gov)
PROPOSAL FOR
CITY OF LOS ALAMITOS
2017 DODGE DURANGO SSV
BASED OFF LA COUNTY CONTRACT
DATED 1-30-2017
RFB-IS-17200610 / P.O DPO-BH-17361542-1
4-5-2017

2017 DODGE DURANGO SSV V-6
ALL WHEEL DRIVE
COLOR TBD
UCONNECT
FULL SIZE SPARE
BACK UP CAMERA

SELLING PRICE 28,365.00
ADD V-8 ENGINE 1,301.00
SUB TOTAL 29,666.00
SALES TAX 7.75% 2,299.11
CA TIRE TAX 8.75
TOTAL FOR EACH CAR 31,973.86

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

1221 S. Auto Center Dr. - Anaheim, CA 92806
Phone: 1 (714) 635-2340 Fax: 1 (714) 533-1553
The City received two wrongful death claims arising out of a fatal automobile collision caused by an inebriated driver. The City therefore needs to retain defense counsel to represent the City in the event the City’s claims adjuster is unable to quickly settle the claims.

Recommendation: Retain the services of Bordin Martorell LLP to represent the City in connection with the claims filed by Meghan and Kyle McKeon against the City.

Background

The City received claims from Meghan and Kyle McKeon based upon the death of their mother in a fatal automobile collision on Los Alamitos Blvd. at the Flood Control Channel on August 19, 2016. Claimants contend that the City negligently designed the streets leading to the Cerritos Avenue Bridge. The driver who caused the accident was intoxicated, and, according to witnesses, was traveling at a high rate of speed while attempting to pass on the right hand shoulder.

The City’s relatively new agreement with George Hills for claims handling calls for the City to retain and compensate legal counsel. The law firm of Bordin Martorell LLP, and Joshua Bordin-Wosk, are competent defense counsel, who have been successful in working with George Hills in previous cases.

Discussion

The City Council met in closed session on March 20, 2017 regarding the two claims, and possible retention of a law firm to defend the City in the event that the City’s claims adjuster was unable to promptly settle the case for “nuisance value.” The Council instructed the City Attorney and staff to contact attorney Joshua Bordin-Wosk to consider retaining the law firm of Bordin Martorell LLP to defend the City. We have negotiated the attached Professional Services Agreement with Mr. Bordin-Wosk. The agreement calls for the law firm to proceed immediately upon written notice from the
City Manager to the law firm to the effect that negotiations have broken down and the matter is ripe for defense (and the law firm satisfies the City’s insurance requirements).

**Fiscal Impact**

The maximum fiscal impact of this agreement is $100,000.00. The City’s agreement with CSAC provides that the City is insured for all sums in excess of that amount, however, we are required to lay out defense funds, subject to reimbursement for any excess.

Submitted By: Cary Reisman, City Attorney  
Fiscal Impact Reviewed By: Bret M. Plumlee, City Manager  
Approved By: Bret M. Plumlee, City Manager

*Attachment: 1. Professional Services Agreement (City of Los Alamitos / Bordin Martorell LLP)*
PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/Bordin Martorell LLP)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a municipal corporation (“City”), and Bordin Martorell LLP (“Consultant”).

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Defense of City against claims filed by Meghan and Kyle McKeon (“Claimants”).

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 proposed Retainer Agreement 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 said Exhibit A. Consultant’s costs as designated therein shall be billed to City without markup.

3.3 “Commencement Date”: Immediately, upon written notice from City Manager of City to Consultant to the effect that negotiations have broken down and the matter is ripe for defense, and as soon as Consultant is able to satisfy the insurance requirements of this Agreement.

3.4 “Expiration Date”: Upon conclusion of any litigation by Claimants against City.

4. TERM

The term of this Agreement shall commence at 3:00 p.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless terminated in accordance with Section 17 (“Termination”) below.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

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. City understands that Consultant provides contract city attorney, general counsel, and related legal services to various public entity clients, and agrees that nothing in this Agreement shall be construed to prevent Consultant from continuing to represent its existing clients with respect to any matter, or from representing future clients in matters unrelated to the Scope of Services. City agrees that the nature of the services contemplated in this Agreement will not give Consultant access to confidential information that could give rise to an actual or potential conflict in Consultant’s future representations of its existing clients.

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. Jason McEwenshall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

5.5 Consultant agrees that services will be generally directed and supervised by City’s Claims Adjuster, Nancy Wayne of George Hills. Consultant will work closely with Ms. Ward in defending the Claims and keeping City informed of the status.
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 (but not less often than once per quarter during quarters in which services are performed), for the services performed pursuant to this Agreement. The invoice shall itemize the services rendered during the billing period and the amount due. Within fifteen business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of the 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.

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 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 (or its principal’s) previously earned PERS retirement benefits, if any, 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 which is protected by the attorney-client and/or work product privileges 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. It is understood and agreed by City and Consultant that City’s written consent shall not be required prior to Consultant’s disclosure of data, documents, or information, which is necessary to perform the Scope of Services. 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 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 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 active negligence or willful misconduct of 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 This section shall not be construed to require Consultant to indemnify, defend, or hold City harmless from and against any claims or actions alleging the invalidity of any City ordinances, regulations, policies, practices or procedures or any state statute sought to be enforced by Consultant in its fulfillment of this Agreement, or to any claims or actions challenging any particular prosecution forwarded to Consultant by City for prosecution as contemplated by this Agreement.

10.4 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 to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers’ compensation laws.

10.5 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.

10.6 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, or if such agreements prove to be inadequate to protect City for any reason, 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.

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

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates,
employees, agents, and other persons necessary or incidental to its operation are insureds. Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence”) Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage 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. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 “any auto”, or Code 2 “owned autos” and Endorsement CA 0025. Coverage shall also include Code 8 “hired autos” and Code 9 “nonowned autos.”

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 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 approved to transact business 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 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 City’s Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.

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

11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

11.10 Any deductibles or self-insured retentions must be declared to and approved by 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. **NO GUARANTEE OF OUTCOME**

Consultant does not and cannot guarantee any outcome in any matter.

15. **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.

16. **NOTICES**

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

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Brett Plumlee
Telephone: (562) 430-1073 x500
Facsimile: (562) 594-9657

If to Consultant:
Bordin Martorell LLP
Attn: Joshua Bordin-Wosk, Esq.
Telephone: (323) 457-2110
Facsimile: (323) 457-2120
E-Mail: jbordinwosk@bordinmartorell.com

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

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 sub-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 the parties with respect to the transactions contemplated herein. No 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. 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.
and binding only if made in writing and executed by City and Consultant.

19. 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.

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: __________________________
    Bret Plumlee, City Manager

Date: ________________

Attest:

By: __________________________
    Windmera Quintanar, CMC, City Clerk

Date: ________________

Approved as to form:

By: __________________________
    Cary S. Reisman, City Attorney

Date: ________________

“Consultant”
Bordin Martorell LLP

By: __________________________
    Joshua Bordin-Wosk, Esq

Date: ________________
City of Los Alamitos

Agenda Report
Consent Calendar

To: Mayor Shelley Hasselbrink & Members of the City Council

From: Cary Reisman, City Attorney
Lisa Kranitz, Assistant City Attorney

Through: Bret Plumlee, City Manager

Subject: Joint Defense and Confidentiality Agreement

Summary: The City and Lincoln Properties were sued arising out of the City’s approval of the Village 605 Shopping Center. Lincoln is obligated to indemnify and defend the City in the event of litigation, and to reimburse the City for its defense expenses. It is therefore necessary that Lincoln’s attorneys and the City’s attorneys cooperate with each other in defending the litigation. City Manager Plumlee signed the agreement on behalf of the City in March. The City Council is being asked to ratify the agreement.

Recommendation: Ratify the Joint Defense and Confidentiality Agreement between the City and Katella Property Owner, LLC

Background

The City and Lincoln Properties were sued in The Inland Oversight Committee v. City of Los Alamitos; Katella Property Owner LLC, Superior Court for the County of Los Angeles, Case No. BS168299, arising out of the City’s approval of the sign and driveways for the planned Village 605 Shopping Center. On May 16, 2016 the City Council approved entering into a a Reimbursement Agreement with Lincoln and it was executed on May 31, 2016. The Reimbursement Agreement requires Lincoln to indemnify and defend the City in the event of litigation and to reimburse the City for its defense expenses. Because the City’s and Lincoln’s interests are aligned with regard to this lawsuit, it is essential that Lincoln’s attorneys and the City’s attorneys cooperate with each other in defending the litigation, including the sharing of confidential information. City Manager Plumlee signed the agreement on behalf of the City on March 21, 2017.
Discussion

The City Council met in closed session on March 20, 2017 regarding the above-referenced lawsuit. The City Attorney and Staff informed the City Council of the litigation and the necessity of entering into a Joint Defense and Confidentiality Agreement. The terms of that Agreement had not yet been finalized at that time. The following day, staff and the City Attorney finalized the terms, City Manager Plumlee signed the agreement, and it was sent back to Lincoln's attorneys for signatures. Lincoln Properties and their attorney signed the Agreement as submitted to them. The City Council is being asked to ratify the Agreement, retroactively to its effective date, March 1, 2017, in order to ensure its enforceability.

Fiscal Impact

None. The City’s attorneys’ fees are being reimbursed by Lincoln Properties pursuant to the reimbursement agreement entered into between Katella Property Owner, LLC and the City on May 31, 2016.

Submitted By: Cary Reisman, City Attorney
Fiscal Impact Reviewed By: Bret M. Plumlee, City Manager
Approved By: Bret M. Plumlee, City Manager

Attachments: 1. Joint Defense and Confidentiality Agreement
JOINT DEFENSE AND CONFIDENTIALITY AGREEMENT

This Joint Defense Agreement ("Agreement") is formally entered into as of March 1, 2017 by and among the City of Los Alamitos, a California municipal corporation, ("City") and Katella Property Owner, LLC, a California limited liability company, ("Applicant") (collectively referred to as the "Parties" and individually as "Party").

RECITALS

WHEREAS, the Parties have been named as defendants or real parties-in-interest in the Action (as defined below);

WHEREAS, in furtherance of rendering professional legal services by counsel for the Parties and for the purposes of a joint defense, it has been and will be advisable and necessary for the Parties to communicate to each other matters that may be of a confidential nature;

WHEREAS, the Parties now desire to memorialize their agreements and understandings in this written Joint Defense Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the Agreement made herein for the mutual benefit of the Parties, each Party and each counsel hereby agrees as follows:

A. Definitions

1. **Action:** The "Action" shall mean the lawsuit entitled *The Inland Oversight Committees v. City of Los Alamitos; Katella Property Owner LLC*, Superior Court for the County of Los Angeles, Case No. BS168299.

2. **Person:** The term "Person" means human beings and all forms of legal entities.

3. **Parties:** The term "Parties" or "Party" means the defendants and/or real parties-in-interest named in the Action and their legal counsel, consultants, and experts, and insurers/indemnitors and, to the extent applicable, each of their respective members, employees, agents, representatives, counsel and others acting on their behalf.

4. **Joint Defense Information:** The term "Joint Defense Information" means any confidential communications (including without limitation, oral communications) made among the Parties to this Agreement concerning issues that arise in, or are the subject matter of, the Action, including but not limited to, all joint conferences of defense counsel concerning the Action; joint interviews of witnesses, deponents, experts and consultants who testify, or may testify, in the Action; joint draft discovery documents in the Action; any and all confidential exchanges of documents and other information concerning the Action among the Parties to this Agreement; or information that:
a) is already protected by a Party’s attorney-client privilege, attorney work product, trade secret, or any other privilege or protection recognized by the laws of the state of California or of the United States of America or in equity;

b) relates to the investigation, analysis, prosecution or defense of the Action; and

c) is thereafter shared or exchanged among the Parties to this Agreement.

Joint Defense Information does not include communications that are not intended by the Parties to be kept confidential such as, final pleadings, written discovery served on a party to the Action, conferences that include counsel for the petitioner/defendant. The Parties may elect, but are not required, to label “Confidential: Joint Defense Privilege” when transmitting Joint Defense Information under this Agreement.

B. Confidentiality of All Joint Defense Information

1. Confidentiality: All Joint Defense Information is, and shall remain, confidential and shall not be disclosed to any person not a Party or signatory to this Agreement (including, without limitation, petitioner, its counsel and persons acting on petitioner’s behalf), except upon order of a court or as otherwise provided in this Agreement. It is understood that all Joint Defense Information communicated by or among the Parties is and shall continue to be communicated pursuant to the attorney-client privilege, attorney work product privilege, “joint defense doctrine,” “common defense rule,” and/or “common interest doctrine.” Such exchanges or disclosures are not intended to waive or diminish in any way the confidentiality of such Joint Defense Information, and the Parties will not disclose Joint Defense Information received from each other, or the contents thereof, to anyone except the Parties without first obtaining the consent of all of the other Parties. Any disclosure of Joint Defense Information to third parties shall be made only after joint consultation and agreement among the Parties.

2. Use of Joint Defense Information: Except as otherwise provided herein, all Joint Defense Information obtained by any Party pursuant to this Agreement may be used only for the purpose of defense of this Action. A Party may provide Joint Defense Information to legal counsel, consultants, and experts working on behalf of the Party in defense of the Action. Each Party is responsible to ensure that all of its employees who are given access to Joint Defense Information are aware of the confidentiality provisions of this Agreement and abide by them, and they are further responsible to ensure that each consultant or expert they consult with in the defense of the Action abide by the confidentiality provisions of this Agreement.

3. Merger: The Parties have previously agreed orally as of the Effective Date to operate under a Joint Defense Agreement. This Agreement incorporates and supersedes any such prior oral agreements, and the terms, conditions, procedures, and undertakings of the Parties set forth in this Agreement shall govern with respect to information shared, exchanged, or communicated pursuant to the prior oral agreements.

4. Nonwaiver: It is the intention and understanding of the Parties that Joint Defense Information shall be confidential and protected from disclosure to any third party by the attorney-client privilege, the attorneys' work product doctrine and other applicable privileges and protections. Any disclosure or use of Joint Defense Information, whether inadvertent or
intentional, by any Person which is in violation of the terms of this Agreement, shall not constitute a waiver of the terms of this Agreement as to the disclosed or used information or any other information which is subject to this Agreement, and such disclosure or use shall not constitute a waiver of the joint defense privilege or any other privilege which may have been attached to the disclosed or used information prior to its disclosure.

5. Notice of Disclosure Demand: If any Person not a Party to this Agreement requests or demands the disclosure of any Joint Defense Information from any Party to this Agreement, such Party promptly shall notify counsel for such Party of that fact, and that counsel shall immediately give written notification to counsel for all other Parties and assert the joint defense privilege with respect to the requested Joint Defense Information. Each such counsel shall cooperate to take all necessary and appropriate steps to assure that the requested or demanded information or materials are kept confidential and not disclosed to any Person not authorized by this Agreement to receive it. The Party from whom such Joint Defense Information is sought shall not disclose such information unless the Party is required to disclose the information by court order or the Party obtains written permission to disclose from each Party to this Agreement.

C. Indemnity Acknowledgments & Litigation Deposits

1. Indemnity: Consistent with Government Code § 66474.9, the City hereby acknowledges that Applicant shall take the lead in formulating the strategy for defense and/or settlement of the Action and the City shall cooperate in the defense and defend the Action in good faith. In exchange, the City shall not bear its own attorney fees or costs and Applicant hereby acknowledges it will indemnify the City against all attorney fees and costs related to the defense of the Action.

2. Litigation Deposit: Within 10 business days of receipt of a written request from the City, the Applicant shall deposit or refresh its litigation deposit with the City, in accordance with paragraph 12 of the Reimbursement Agreement between the parties dated as of May 31, 2016, so as to maintain a balance therein of $25,000. Within 30 days after the later of (a) final, non-appealable resolution of the Action to the satisfaction of the Applicant and (b) written request by the Applicant, the City shall return the unused balance of the litigation deposit to the Applicant or, at the Applicant’s request apply the unused portion as a credit against future project-related fees.

3. Public Records Act: If the City receives a request for documents pursuant to the California Public Records Act, Government Code section 6254 et. seq., and the Parties disagree regarding the handling thereof in resulting in litigation against the City, the Party that opposed release of such documents shall be responsible for all costs and expenses resulting from such litigation, notwithstanding other provisions of this Agreement.

D. Miscellaneous

1. Termination: This Agreement shall terminate upon the earlier of (a) final and non-appealable resolution of the Action to the satisfaction of the Applicant or (b) the written mutual consent of the City and Applicant. Upon termination of this Agreement, all privileged or
confidential information received by the Parties prior to such termination shall be protected and maintained as confidential in accordance with the terms of this Agreement. The provisions of paragraph C.3, and the provisions of the immediately preceding sentence expressly survive termination of this Agreement and termination of the Action.

2. **Waiver of Conflict**: This Agreement shall not be construed to create an attorney-client or other fiduciary relationship between a Party and counsel acting for any other Party. Each Party waives any claim of conflict of interest which might arise with respect to counsel for another party by virtue of its participating in this Agreement and sharing of Joint Defense Information.

3. **Severability**: If any term or provision in this Agreement is determined to be illegal or unenforceable, all other terms and provisions in this Agreement shall remain effective and shall be enforced to the full extent permitted by law.

4. **Jointly Drafted**: The Parties agree that this Agreement was jointly drafted by each Party, that the Agreement shall not be deemed prepared or drafted by any one of the Parties, and no inference or rule of construction shall be applied based on the assumption that any individual Party or subset of the Parties drafted any provision in this Agreement.

5. **Binding Effect**: Each of the terms of this Agreement is binding upon each signatory and each signatory's predecessors, successors, transferees, assigns, heirs, representatives, principals, officers, directors and employees.

6. **No Admissions Or Allocations**: Nothing in this Agreement shall be construed as an admission of liability or an allocation of a Party's share of fault, if any. Nothing in this Agreement shall be construed as an admission that communications among the Parties prior to the execution of this Agreement were not privileged.

7. **Construction**: This Agreement shall be construed and interpreted in accordance with the laws of the United States of America; provided, however, if applying the law of the State of California would result in upholding a claim of privilege which otherwise would be lost or waived if Federal law were to be applied, California law shall govern this Agreement insofar as such privilege is concerned.

8. **Enforcement of the Terms of this Agreement**: Each Party acknowledges that monetary damages is an inadequate remedy for the breach of the confidentiality provisions of this Agreement. Any non-breaching Party may enforce the confidentiality terms of this Agreement through an action seeking specific performance, injunctive relief and/or any other appropriate equitable relief. If a Party believes another Party has breached or is anticipated to breach this Agreement, then the non-breaching Party shall provide written notice of the breach or anticipated breach to the other Party. The Parties shall meet and confer within five (5) business days for informal dispute resolution prior to taking further action to enforce the Agreement.

9. **Modifications**: No amendment or modification of this Agreement shall be binding unless it is in writing and approved by all of the Parties.
10. Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be deemed together as a single document.

11. Signature and Authority: This Agreement shall be signed by each Party or by counsel for each Party. Each Person who signs this Agreement represents that she or he is authorized to execute this Agreement on behalf of the Party for whom he or she is purporting to sign. By signing this Agreement, each Party acknowledges and represents that counsel has fully and adequately explained this Agreement to their respective Party. The Parties further agree that an electronic or facsimile signature shall have the same force and effect as an original.

12. Effective Date: The Parties agree that this Agreement shall be effective as of the January 28, 2017 when the appeal was withdrawn, the hearing on appeal was cancelled, and the project that is the subject matter of the Action became final in regard to actions that could be taken by the City.

CITY OF LOS ALAMITOS, a California municipal corporation
By: [Signature]
Name: Bret Plumlee
Title: City Manager
Date: March 2017

KATELLA PROPERTY OWNER, LLC, a Delaware limited liability company
By: Katella JV Holdings, LP, a Delaware limited partnership
its sole member
By: Katella JV Holdings, GP, Inc., a Delaware corporation
its general partner
By: [Signature]
Name: [Name]
Title: Authorized Signatory
Date: March 2017

APPROVED AS TO FORM:
WALLIN, KRESS, REISMAN & KRANTZ, LLP
City Attorney
[Signature]
Cary S. Reisman

APPROVED AS TO FORM:
SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
Counsel to Katella Property Owner, LLC
[Signature]
Jeffrey Forrest
City of Los Alamitos

Agenda Report          April 17, 2017
Ordinance             Item No.: 11A

To:         Mayor Shelley Hasselbrink & Members of the City Council
Via:        Bret M. Plumlee, City Manager
From:       Steven A. Mendoza, Development Services Director
Subject:    Expanded Traffic Commission Authority

Summary: This report facilitates Municipal Code amendments and Administrative Regulation modifications that expand the authority of the Traffic Commission to include On-Street Parking.

Recommendations:

1. Approve the modification to Administrative Regulation 8.1; and,
2. Waive reading in full, authorize reading by title only, and introduce Ordinance No. 2017-01; and,
3. City Attorney Reisman read the title of Ordinance No. 2017-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING MUNICIPAL CODE AMENDMENT, THEREBY MAKING CHANGES TO SECTION 2.40.60, 10.24.040, 10.24.070 AND ADDING SECTIONS 2.40.080, 2.40.090 AND 2.40.100 RELATING TO EXPANDING THE AUTHORITY OF TRAFFIC COMMISSION FOR ON-STREET PARKING."

Background

During the March 20, 2017 meeting, the Los Alamitos City Council requested an item to provide the Traffic Commission with authority over On-Street parking. Staff is recommending the following amendments to codes and regulations to facilitate this requested policy change.

1. Amend Administrative Regulation 8.1 changing the authority for Permit Parking program from the City Council to the Traffic Commission.
2. Amend Municipal Code Section 2.40.60 in regard to Powers and Duties of the Traffic Commission
4. Add Municipal Code Section 2.40.100 adding a “Call for Review” process.

The modification of Administrative Regulation 8.1 is drafted within the attached new Administrative Regulation 8.1 (Attachment 1). The amendments to the Municipal Code are drafted within the attached Ordinance No. 2017-01 (Attachment 2) and will be effective after a first reading (April 20, 2017), second reading (May 15, 2017) and the lapse of 30 days.

Discussion

Expanding the Traffic Commission’s Authority

As mentioned above, expanding the authority of the Traffic Commission related to On-Street parking impacts several sections of the City’s laws and regulations. There is an Administrative Regulation to modify, Municipal Code sections to amend and Municipal Code sections to add.

Administrative Regulation Modification

Expanding the authority of the Traffic Commission requires the modification of an Administrative Policy that exists regarding Residential Permit Parking (8.1), as the current policy established the City Council as final Authority for Residential Parking permits. This will be changed to the Traffic Commission under the proposal.

Municipal Code Amendments

Various sections of the Los Alamitos Municipal Code are in need of amending to facilitate the expanded authority of the Traffic Commission. The first is to amend Municipal Code Section 2.40.60 adding a new sub-section to the Powers and Duties of the Traffic Commission: (1) the Traffic Commission shall be final authority on On-Street Parking related issues.

The second area is to amend Municipal Code Section 10.24.040 as it currently lists the City Council as the authority regarding parking resolutions. Under this proposal we would change authority from the City Council to the Traffic Commission as represented in the matrix and the ordinance.

Thirdly, under this proposal it is recommended that the City Council amend Municipal Code Section 10.24.070 regarding Permit Parking, changing authority from City Council to Traffic Commission.

Municipal Code Sections to Add

To mimic authority provided to the Los Alamitos Planning Commission, it is recommended that Traffic Commission decisions have an appeals process as well as a Call for Review process. Currently, there is no appeal process to follow in the event that the public or the City Council finds a Traffic Commission decision objectionable. The “Call for Review” process is designed to allow the City Council an opportunity to review the actions of the Traffic Commission. Under this proposal, it is recommended that the City Council add Municipal Code Section 2.40.080 to create an “Appeals” process, and Municipal Code Section 2.40.100 to add a “Call for Review” process. This requires the
addition of two new Code Sections for implementation. The already established appeal fee is $1,000.00, which is used to cover the overhead costs involved in processing the appeal. Sections 2.40.080 through Section 2.40.100 have been added to provide the public with an “Appeals” process and the City Council with a “Call for Review” process.

Why so many changes?
Making changes to each section of the Municipal Code ensures clarity and intent within the Code while eliminating any existing ambiguities or erroneous cross references.

Final Review Authority
The Municipal Code Amendments and Administrative Regulation modifications have been drafted to permit the Traffic Commission to be the final approval body for On-Street Parking related issues. This does not permit the Traffic Commission to review or consider parking on private property. The review of parking on private property, related to development, remains the responsibility of the Planning Commission under Site Plan Review, Conditional Use Permit applications and similar entitlements covered under the City’s Zoning Ordinance.

Matrix
Staff has developed the attached matrix that explains the modifications and additions to the code as it relates to this topic (Attachment 3).

Future Action
Tonight is the first reading of the proposed Ordinance. The second reading would be held during the May City Council meeting and the Ordinances would be effective 30 days after adoption. Administrative Regulation 8.1 would be effective immediately.

Fiscal Impact
The City of Los Alamitos budgets $50,000.00 ($961.00 per week) each year for Traffic Engineering to assist staff, the public and the Traffic Commissioners. At $140.00 per hour, the Traffic Engineer is limited to about seven hours per week to remain under budget. This includes time spent at Traffic Commission meetings, drafting staff reports and exhibits, and serving the public during weekly office hours. Changing the authority of the work would have no impact upon the budget unless the Traffic Commission increases its activity.

Submitted By:  Steven A. Mendoza, Development Services Director
Approved By:  Bret M. Plumlee, City Manager

Attachments:  1. Administrative Regulation 8.1 including exhibits
               2. Ordinance No. 2017-01
               3. Matrix
City of Los Alamitos
Administrative Regulation

1. Purpose
This policy shall apply to all requests involving residential permit parking programs on city streets. The general objective of this policy is to provide guidance and manage use of on-street parking. It is recognized there is a need to balance residential, commercial, school and other parking demands that best serve the community as a whole.

2. Policy

2.1 Definitions

- **Restricted Area**—The “restricted area” is the area for which the permit parking is to be installed, modified or removed on specified streets.

- **Petitioner**—As used in this policy “petitioner” shall mean a resident or residents within a restricted area. A petitioner representing the area for which permit parking is being requested shall be the point(s) of contact for communication with the city.

- **Affected area**—The “affected area” is the area outside the restricted area that could be influenced by the permit parking being requested. The extent of the affected area shall be determined by the City Engineer and will be based on:
  - The type of permit parking requested
  - The extent of the area under consideration
  - The potential to negatively impact other parking in the community

- **Block**—A “block” for purposes of this policy shall be defined as one side of a street between intersections or to a street’s terminus if no intersection. Midblock restrictions within residential areas are not favored but may be considered where it is determined that the situation warrants. This may occur in transitional areas such as residential to commercial, or residential to industrial.

2.2 Process Initiation
A flow chart is provided in attachment 1, showing the typical permit parking process. The process for establishing residential permit parking can be initiated at petitioner request or upon motion of the City Council or Traffic Commission. The request must be received
from the petitioner within the proposed or current restricted area. The Traffic Commission may expand the area by resolution under the following circumstances: (1) where necessary or prudent to mitigate the direct impact of a change in the configuration of a street or public right of way or similar action of government which changes traffic flow or patterns, or (2) where there is verifiable and measurable parking intrusion in an affected area.

2.3 Problem Identification
Once the process is initiated, staff will meet with the petitioner to discuss the parking concerns and identify all possible issues, concerns, restricted areas and affected areas. Staff will also work with petitioner on preparation of an appropriate petition.

2.4 Initiation of the Permit Parking Petition (75% concurrence)
Once the City and petitioner concur on the restricted area and affected area the petitioner will initiate the petition process. A 75 percent concurrence of residents within the restricted area is required. Each dwelling unit identified by its legal address shall be allotted one vote for purposes of meeting the concurrence requirements.

The form of petition should follow the format shown in Attachment 2 of this policy. Petition must contain, at a minimum, the following information.

- Signature of resident
- Printed name of petitioner
- Address of resident and contact phone number
- If a rental property, verification that signer is residing at the indicated address. This can be a copy of a utility bill for the property paid by the signer, property lease agreement, copy of valid driver’s license or other ID that provides proof the petitioner is living at the stated address.
- Blocks to be included in the restricted area.
- Hours and days of proposed parking restriction.
- Number of permits to be requested by each resident for residents and guests.
- Indicate whether petition is for installation, modification or removal of parking restriction.

2.5 Petition Verification
Upon receipt of the petition from the petitioner city staff will review for completeness and verification of petition. Petitioner will be responsible for correctness of the petition. Should changes be required, petitioner will be responsible for such changes.

2.6 Staff Review
Upon receipt of petition and other requested materials staff will assess the request and consider the following issues:

a. The need for the residential permit parking program.
b. The specific area petitioned for permit parking.
c. The specific days and times for the parking restriction.
d. Guidelines for whom and how one may obtain a parking permit.
e. Number of permits to be issued to residents and guests.
f. Potential implications of the permit parking to the area.
g. Police services comments and recommendations on the parking restriction.

2.7 Review Process
Upon acceptance or non-acceptance of the petition by city staff the item will be scheduled for review by the Traffic Commission. The Traffic Commission may:
   a. Approve the request.
   b. Deny the request.
   c. Request further information or amendments to the proposed permit parking.

Upon completion of Traffic Commission’s review, if approved, approval shall be accomplished by adoption of a resolution in conformity with Attachment 3 to this policy. The Traffic Commission shall have final authority unless appealed or called for review in accordance with Municipal Code Sections 2.40.090 or 2.40.100.

2.8 Notification
City staff shall, upon determining the restricted area and affected area, send notice to everyone within the restricted area and affected area in advance of all Traffic Commission and City Council meetings where the requested permit parking will be discussed.

2.9 Permit Parking Removal/Modification
Permit parking removal shall be accomplished in the same manner and petition sufficiency used in this policy to initiate restrictions. This shall apply to the restricted area only.

Permit parking may be modified to include additional area, change hours or days of restriction. Modifications shall be accomplished in the same manner and petition sufficiency used in this policy to establish the parking restriction. This shall apply to the restricted area only.

Permit parking removal or modification may be done for portions of established permit parking programs provided that the request is for minimally one block.

2.10 Existing Permit Parking Restrictions
All Permit Parking Programs established prior to adoption of this policy are considered grandfathered in; therefore no additional process is required to establish or re-establish said existing programs. Removal or modification of any grandfathered restrictions, however, will be required to follow this policy guidance for such removals or modifications.

2.11 Administration
Permit Parking will be administered and enforced by the City of Los Alamitos Police Services Department. The following guidelines shall apply to all permit parking programs. Specific program details may be adopted by the City Council and included in the adopting resolution.
Permit Application
Residents shall complete the permit application and provide proof of residency in the approved permit parking area. Acceptable proof of residency is a California Drivers License, utility bill or vehicle registration. Any licensed member of the household may come to the department to complete the application process.

a. **Resident Permits**- One parking permit will be issued to residents per registered vehicle and corporate vehicle used by the resident. Permits will be valid for the life of the parking permit program so long as the resident continues residing at the address.

b. **Guest Permits**- Parking permits for guests will be issued to each residence as specified in the adopting resolution. Guest permits should be displayed on the dashboard of the car and collected when the guest leaves. Residents should advise their guests of the restriction and the need to use the guest permit. No more than three (3) guest permits will be issued to each residence. Guest permits may not be sold or otherwise transferred.

c. **Temporary One Day Permits**- These are available to residents, by request, for specific events only. These permits are available in larger quantities but will be specifically dated for one day use.

d. **Lost Permits**- Lost permits will be replaced upon successful completion of a new permit application. A fee for replacement of lost permits will be charged as provided in the adopting resolution or a fee resolution.

2.12 Review
The City of Los Alamitos' Traffic Commission shall formally review Residential Permit Parking zones every three years, beginning in 2017, to assess validity of parking zones and to determine if such Residential Permit Parking Zones should continue, be amended or cease to exist. The Traffic Commission shall conduct outreach as part of its review, but will not be required to notify every resident of proposed changes. The purpose of this process is to address any formal issues or concerns regarding the regulations and to provide an opportunity to review in a comprehensive manner whether or not to retain such regulations.
City of Los Alamitos

Residential Permit Parking Process
(Modified April 17, 2017)

Proponent Initiates Permit Parking Request

Proponent Works With City Staff to:
- Identify impacted areas.
- Develop petition

Proponent Circulates Petition

Staff Review

Traffic Commission Review

Appeal/Call for Review

City Council Review

Decision (final unless appealed)

Traffic Engineer Implementation of Commission Decision

Decision (final)

Traffic Engineer Implementation of Council Decision
ORNIDANCE NO. 2017-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING MUNICIPAL CODE AMENDMENT, THEREBY MAKING CHANGES TO SECTION 2.40.60, 10.24.040, 10.24.070 AND ADDING SECTIONS 2.40.080, 2.40.090 AND 2.40.100 RELATING TO EXPANDING THE AUTHORITY OF TRAFFIC COMMISSION FOR ON-STREET PARKING

WHEREAS, the City Council is interested in expanding the authority of the Traffic Commission as it relates to on-street parking; and,

WHEREAS, during the March 20, 2017 meeting the Los Alamitos City Council directed staff to amend the code to allow Traffic Commission Authority to act upon parking request; and,

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

SECTION 1. Section 2.40.060, entitled “Powers and Duties” of the Los Alamitos Municipal Code is hereby amended in its entirety to read as follows:

2.40.060 Powers and duties.

A. The Traffic Commission shall have such power, authority and duties as may be assigned by resolution of the City Council, as such may be adopted or amended by the City Council from time to time.

B. The City Council may, from time to time, empower the Commission to:
   1. Review requests for traffic safety regulatory signs and markings and make determinations pertaining thereto;
   2. Initiate special studies on any unsafe or malfunctioning traffic condition and determine solutions to such conditions;
   3. Review complaints, requests or suggestions concerning traffic safety conditions;
   4. Perform such other functions as the City Council may request from time to time;
   5. Review speed limits, one-way street designations, speed humps/bumps, traffic signals and any other device for traffic control and make recommendations to the city council pertaining thereto.
   6. Traffic Commission shall be final authority on On-Street Parking related issues.
   7. Except as specified above, the Traffic Commission is an advisory body to the City Council.
SECTION 2. Chapter 2.40 shall be amended by adding Section 2.40.080, 2.40.090, and 2.40.100 entitled, “Appeals and Calls for Review” of the Los Alamitos Municipal Code is hereby added in its entirety to read as follows:

Chapter 2.40.080 APPEALS AND CALLS FOR REVIEW

2.40.080 Purpose.

This chapter establishes procedures for the following:

A. Commission's Review. The commission's review of a decision rendered by the Director;

B. Council's Review. The Council’s review of a decision rendered by the Director or Commission; and

C. Other. The filing of an appeal of a decision rendered by the Director or Commission.

2.40.090 Appeals.

A. Eligible Appellants. The applicant or any interested party may appeal a decision of the Director or Commission.

B. Form of Appeal. An appeal shall:

1. Be made in writing;
2. Include a statement specifically identifying the portion(s) of the decision with which the appellant disagrees and the basis in each case for the disagreement;
3. Be accompanied by the information identified in the department handout for appeal applications; and
4. Be accompanied by the fee established by the city's fee resolution. Appeals filed by the director or commission shall be exempt from payment of any required fee.

C. Time for Filing. An appeal shall be filed within twenty (20) calendar days after the final action of the director or commission.

D. Filing. Appeal applications shall be addressed:

1. To the Commission and shall be filed with the department; and
2. To the Council shall be filed with the City Clerk.
E. Scheduling. Within thirty (30) days after the receipt of a Notice of Appeal and fee, or after the Commission or Council has voted to appeal, the appeal shall be transmitted to either:

1. Appeals to the Commission. The Director, who shall place the item on the Commission agenda for a public hearing; or

2. Appeals to the Council. The City Clerk, who shall place the item on the council agenda for a public hearing.

F. Notice and Hearing. Notice of a hearing shall be given as prescribed in Chapter 17.66 (Public Hearing Notice Procedures). The City Clerk shall also notify the Commission of the appeal.

G. Withdrawal. An appeal may not be withdrawn or dismissed before the scheduled public hearing without the Director's approval.

H. Action. The Commission or Council shall take action on an appeal within ninety (90) days of the receipt of the Notice of Appeal. The deadline for action on the appeal may be extended by the mutual, written consent of the commission or council, the Applicant, and the party filing the appeal if the party filing the appeal is other than the City or the Applicant. At the close of the public hearing, the Commission or Council may affirm, revise, or modify the decision of the Director or Commission, as applicable.

I. Report to Commission or Council. Upon receipt of the notice of appeal, the department or Commission Secretary shall prepare a report of the facts pertaining to the decision of the Director or Commission and shall submit the report to the appropriate review authority along with the reasons for the Director’s or Commission’s action. The report shall include copies of any findings, staff reports to the commission, commission resolutions on the project, minutes of the commission meeting(s) on the project, and any other information as deemed relevant by the commission or council.

J. Referral to Commission. In the event new or different evidence is presented on appeal, the Council may, but shall not be required to, return the matter to the Commission for further consideration.

2.40.100 Calls for Review.

A. As an additional safeguard to avoid results inconsistent with the purposes of this code, any order, requirement, decision, determination, interpretation or ruling of the Commission may be called up for city council review upon the written request of any one City Council Member.

B. Form and Content. A call for City Council review may be initiated by any one member of the City Council and shall be filed in writing with the City
Clerk and shall not state that the Commission has committed error or otherwise suggest that the Council Member seeking review has predetermined the matter to be heard by the Council.

C. Time for Filing. Calls for review shall be initiated within ten (10) business days after Commission action.

D. Filing Fees. No fee shall be required for a call for review.

E. Effect on Decisions. Commission actions that are called up for review shall not become effective until the review is resolved.

Procedure for Review. When a Commission action is called up for City Council review upon the written request of any one City Council member pursuant to this section, the City Council shall review the commission action according to the procedures for appeal set out in Chapter 2.40.090.

SECTION 3. Section 10.24.040 entitled, “Traffic Commission Resolutions Regulating Parking” of the Los Alamitos Municipal Code is hereby amended in its entirety to read as follows:

10.24.040 Traffic Commission Resolutions Regulating Parking

A. The Traffic Commission may regulate parking on streets and city owned property by resolution in the following instances:

1. Limited Parking. Limiting parking to a specified number of hours.


3. No Stopping (Tow-Away) Zones. Prohibit stopping or parking during specified days, or during specified times on specified days, and providing for tow-away in the event of violation.

4. Specified Days or Hours. Prohibit parking on specified days or at specified times on specified days.

5. Angle Parking. To allow angle parking at specified locations.

When the Traffic Commission has adopted a resolution regulating or prohibiting parking, and the area(s) affected thereby have been properly signed, marked or posted, no person shall park or leave standing any vehicle in violation thereof. The police chief, or designee, shall have the authority to cite and/or tow any vehicle that is in violation of this section.
SECTION 4. Section 10.24.070 entitled “Permit Parking” of the Los Alamitos Municipal Code is hereby amended in its’ entirely to read as follows:

10.24.070 Permit parking.

The Traffic Commission, after holding a public hearing, may determine by resolution that certain streets shall be restricted to permit parking only. Such action shall be taken only to preserve and protect residential neighborhoods from excessive intrusion of parked vehicles owned by persons residing outside the neighborhood. The Chief of Police shall issue permits to residents of the streets involved and such permits shall be affixed to vehicles in a location prescribed by the Chief of Police.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance, shall cause a summary thereof to be published within fifteen (15) days of adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 6. This Ordinance shall take effect thirty (30) days after approval as provided in Government Code Section 36937.

SECTION 7. The City Council finds that this Ordinance is categorically exempt under CEQA. Staff is hereby directed to file a Categorical Exemption from CEQA with the County Clerk’s office.

PASSED, APPROVED AND ADOPTED This 17th day of April, 2017.

______________________________
Shelley Hasselbrink, Mayor

ATTEST:

______________________________
Windmera Quintanar, City Clerk, CMC

APPROVED AS TO FORM:

______________________________
Cary Reisman, City Attorney

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

CC ORD NO. 2017-01
Page 5 of 6
I, Windmera Quintanar, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2017-01 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 17th day of April, 2017, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ th day of June, 2017, by the following vote, to wit:

AYES: COUNCIL MEMBERS: None
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

_____________________________
Windmera Quintanar, City Clerk, CMC
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<tr>
<th>Code or Policy No.</th>
<th>Existing Code</th>
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D. Filing. Appeal applications addressed:
   1. To the commission shall be filed with the department; and
   2. To the council shall be filed with the city clerk.
E. Scheduling. Within thirty (30) days after the receipt of a notice of appeal and fee, or after the commission or council has voted to appeal, the appeal shall be transmitted to either:
   1. Appeals to the Commission. The director who shall place the item on the commission agenda for a public hearing; or
   2. Appeals to the Council. The city clerk who shall place the item on the council agenda for a public hearing.
F. Notice and Hearing. Notice of a hearing shall be given as identified in Chapter 17.66 (Public Hearing Notice Procedures). The city clerk shall also notify the commission of the appeal.
G. Withdrawal. An appeal may not be withdrawn or dismissed before the scheduled public hearing without the director’s approval.
H. Action. The commission or council shall take action on an appeal within ninety (90) days of the receipt of the notice of appeal. The deadline for action on the appeal may be extended by the mutual, written consent of the commission or council, the applicant, and the party filing the appeal if the party filing the appeal is other than the city or the applicant. At the close of the public hearing, the commission or council may affirm, revise, or modify the decision of the director or commission, as applicable.
I. Report to Commission or Council. Upon receipt of the notice of appeal, the department or commission secretary shall prepare a report of the facts pertaining to the decision of the director or commission and shall submit the report to the appropriate review authority along with the reasons for the director’s or commission’s action. The report shall include copies of any findings, staff reports to the commission, commission resolutions on the project, minutes of the commission meeting(s) on the project, and any other information as deemed relevant by the commission or council.
J. Referral to Commission. In the event new or different evidence is presented on appeal, the council may, but shall not be required to, return the matter to the commission for further consideration.

2.40.100 Call for Review

A. As an additional safeguard to avoid results inconsistent with the purposes of this code, any order, requirement, decision, determination, interpretation or ruling of the commission may be called up for city council review upon the written request of any one city council member.
B. Form and Content. A call for city council review may be initiated by any one member of the city council and shall be filed in writing with the city clerk and shall not state that the commission has committed error or otherwise suggest that the council members seeking review have predetermined the matter to be heard by the council.
C. Time for Filing. Calls for review shall be initiated within ten (10) business days after commission action.
D. Filing Fees. No fee shall be required for a call for review.
E. Effect on Decisions. Commission actions that are called up for review shall not become effective until the review is resolved.

Procedure for Review. When a commission action is called up for city council review upon the written request of any one city council member pursuant to this section, the city council shall review the commission action according to the procedures for appeal set out in Chapter 2.40.090.
10.24.040 City council resolutions regulating parking.

A. The city council may regulate parking on streets and city owned property by resolution in the following instances:
   1. Limited Parking. Limiting parking to a specified number of hours.
   3. No Stopping (Tow-Away) Zones. Prohibit stopping or parking during specified days, or during specified times on specified days, and providing for tow-away in the event of violation.
   4. Specified Days or Hours. Prohibit parking on specified days or at specified times on specified days.
   5. Angle Parking. To allow angle parking at specified locations.

B. When the city council has adopted a resolution regulating or prohibiting parking, and the area(s) affected thereby have been properly signed, marked or posted, no person shall park or leave standing any vehicle in violation thereof. The police chief, or designee, shall have the authority to cite and/or tow any vehicle that is in violation of this section. (Ord. 13-09 § 2, 2013; Ord. 08-02 § 2, 2008; Ord. 409 § 2, 1981)

10.24.070 Permit parking.

The city council, after holding a public hearing, may determine by resolution that certain streets shall be restricted to permit parking only. Such action shall be taken only to preserve and protect residential neighborhoods from excessive intrusion of parked vehicles owned by persons residing outside the neighborhood. The chief of police shall issue permits to residents of the streets involved and such permits shall be affixed to automobiles in a location prescribed by the chief of police. (Ord. 409 § 2, 1981)

Policy 8.1 2.2 Process Initiation

A flow chart is provided in attachment 1, showing the typical permit parking process. The process for establishing residential permit parking can be initiated by “petitioner” request or a motion of the City Council. The request must be received from the “petitioner” within the proposed or current “restricted area”. The City Council may expand the area by resolution under the following circumstances: (1) where necessary or prudent to mitigate the direct impact of a change in the configuration of a street or public right of way or similar action of government which changes traffic flow or patterns, or (2) where there is verifiable and measurable parking intrusion in an “affected area”.

2.7 Review Process

Upon acceptance or non-acceptance of the petition by city staff the item will be scheduled for review by the Traffic Commission. The Traffic Commission may recommend the following:
   a. City Council Approve the request.
   b. City Council Denies the request.
   c. Request further information or amendments to the proposed permit parking.

Upon completion of Traffic Commission’s review, if recommended for approval to the City Council, staff will forward the request to City Council for final review. Should City Council recommend approval of the parking restriction, is shall be done in the form of a resolution in sufficient conformity with Attachment 3 to this policy.
To: Mayor Shelley Hasselbrink & Members of the City Council
From: Cary Reisman, City Attorney
Subject: City Manager Performance Bonus

Summary: The City Council evaluated City Manager Plumlee’s performance and found that he met or exceeded standards during the period ending June 30, 2016.

Recommendation: Authorize a two percent (2%) performance based incentive bonus for the City Manager for the period July 1, 2015 to June 30, 2016.

Background

On October 21, 2013 the City Council entered into an Employment Agreement (Attachment 1) with Bret M. Plumlee as City Manager. The Amended Employment Agreement dated July 21, 2015 (Attachment 2) provides that “on June 30, 2016, June 30, 2017 and June 30, 2018, the employee may be entitled to up to a two percent (2%) performance based incentive bonus”.

Discussion

The City Council met in closed session on July 18, 2016 to evaluate the City Manager’s performance and to set goals for the ensuing period of time under the contract, which was continued to subsequent closed session meetings. On March 20, 2017 the City Council met in closed session to complete the evaluation of the City Manager’s performance and to set goals and objectives for the City Manager.

The City Council, after evaluating the City Manager’s performance, determined that he met or exceeded standards during the period, and would therefore be eligible for a performance bonus of two percent (2%) which the City Manager was eligible to receive on June 30, 2016. The one-time performance bonus is not added to the base salary.

Pursuant to California Government Code section 54953(c)(3), as enacted by Senate Bill 1436, effective January 1, 2017, an oral report summarizing the recommendation must be made prior to the City Council voting in open session to take action on this item.
Fiscal Impact

The performance bonus is included in the Adopted Budget for Fiscal Year 2016/17.

Submitted and Approved By: Cary Reisman, City Attorney
Fiscal Impact Reviewed by: Jason Al-Imam, Administrative Services Director

              2. Amendment to City Manager Employment Agreement dated July 21, 2015
CITY OF LOS ALAMITOS

EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY MANAGER)

1. PARTIES AND DATE

This Employment Agreement (hereafter “Agreement”) is made and entered into this 21st day of October, 2013 by and between the City of Los Alamitos, a municipal corporation (hereafter “City”) and Bret Plumlee (hereafter “Employee”), in order to provide in writing the terms and conditions of employment for City Manager services. City and Employee are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS

The City Council of Los Alamitos (hereafter “City Council”) desires to employ the services of Employee as City Manager for the City and Employee desires to accept employment as City Manager. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as City Manager of City to perform the functions and duties in accordance with applicable State Law, the City’s Charter and Municipal Code, as well as the approved City job description for the position. a true and correct copy of which is attached hereto, marked Exhibit “A” and incorporated herein by reference. Employee shall also perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Council, subject to the terms of this Agreement, and will be under the day-to-day supervision and direction of the City Council.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise by the City Council.

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly, render any services of a business, commercial, or professional nature to
any other person or organization, whether for compensation or otherwise, without the prior written consent of the City Council, except that:

(a) The expenditure of reasonable amounts of time not in conflict with the City’s needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent; and

(b) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawing, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent required by law. Such material shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall become effective on November 20, 2013, (Effective Date”) and shall continue for thirty-six (36) months thereafter through and including November 19, 2016.

3.2.1 Termination. The Parties understand and agree that the employment relationship created by this Agreement is “at-will” and that Employee shall serve at the will and pleasure of the City Council, and may be terminated at any time, without notice and with or without cause, but subject to the terms of this Agreement and the City’s Charter and Municipal Code.

3.2.3 Automatic Termination. This Agreement, and Employee’s employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation and administrative leave, upon the happening of any of the following events:

(a) Upon mutual agreement in writing by both Parties to terminate this Agreement;

(b) Upon resignation of Employee;

(c) Upon the death of Employee;
(d) When Employee has been unable to perform all or substantially all of the essential functions of his position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law. Employee shall be entitled to use accrued, but unused, sick leave before this three (3) month period begins to run;

(e) Upon the natural expiration of the Term of this Agreement, as provided for herein.

3.2.4 Termination Without Cause: Severance. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a maximum severance payment equal to the lesser of: (1) six (6) months base salary (as described in Section 3.3. below) or (2) the unexpired Term of this Agreement (as described in Section 3.2.1 above) (“Severance Payment”) if less than 6 months remain on the Agreement. The Severance Payment shall be Employee’s sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum on the effective date of termination. Upon termination, Employee shall also be entitled to compensation for accrued and unused vacation and administrative leave.

3.2.5 Notice for Resignation. In the event Employee voluntarily resigns his position with City, then Employee shall give City a minimum of thirty (30) days advance notice, unless the Parties agree otherwise. Upon voluntary resignation, Employee shall be entitled to accrued vacation and administrative leave, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause: Procedure. Except as provided in Subsection (f) below, in the event Employee is terminated for cause. City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. However, Employee shall be entitled to compensation for accrued and unused vacation and administrative leave. Subject to Section 707 of the City Charter, the following procedures shall apply to any termination for cause:

(a) At least thirty (30) calendar days before the effective date of any termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which “cause” is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his intended termination for cause and without the need to wait for the thirty (30) day appeal/hearing period discussed below to expire, the City Council may suspend him from duty, but his base salary shall continue for thirty (30) days from the effective date of suspension, regardless of the effective date of termination.

(b) Employee shall have seven (7) calendar days from the receipt of the notice to challenge such termination for cause by delivery of a written response to such specifications. Within such seven (7) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the seven (7) calendar day period shall constitute a waiver of such right, and the City Council’s determination shall be final.
(c) If a hearing is demanded, such hearing shall be held pursuant to Section 707 of the City Charter, unless the Parties agree to an alternative procedure or alternative hearing body or officer. No hearing shall be held in public unless requested by Employee. No special notice (e.g. newspaper notice) shall be required for the hearing, other than agenda noticing required by the Brown Act if the hearing is held before the City Council. Regardless of the date issued, the decision of the City Council or other hearing body or officer shall be binding, final as of the effective date of termination provided for in the notice under subsection (a) above, and without right of further appeal.

(d) The issue to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specifications are supported by a preponderance of the evidence.

(e) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be not later than sixty (60) days following the City's notice of termination for cause.

(f) In the event the City Council or other hearing body or officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he would have received if terminated without cause pursuant to Section 3.2.4 above. Employee shall not have any reinstatement rights.

(g) If a written response is submitted, but no hearing is demanded, the City Council shall review its decision based upon Employee's written response. However any determination by the City Council after reviewing such written response, where no hearing has been demanded, shall be final and without right of appeal.

3.2.7 Government Code Provisions. In accordance with Government Code section 53423 through 53243.4, if Employee is paid any leave salary pending an investigation, if City provides funds for the legal criminal defense of Employee, or if Employee receives any cash settlement related to the termination of this Agreement, including the Severance Payment specified above, and Employee is subsequently convicted of a crime involving the abuse or his office as defined by Government Code section 53243.4, Employee shall fully reimburse City for such monies paid. This provision shall survive termination of this Agreement.

3.3 Salary/Performance Incentive.

3.3.1 Employee's salary shall be One Hundred Seventy Thousand Dollars ($170,000.00) each year (base salary).

3.3.2 At the end of each year, Employee may also be entitled to up to a three percent (3%) performance based incentive bonus. Any performance based increase shall be dependent upon Employee's success in implementing the performance plan described in section
3.5 below, as well as other issues deemed relevant by the City Council, within the City Council’s sole and absolute discretion.

3.3.2.1 Any performance bonus awarded at the end of year one shall be provided as a lump sum payment and shall not be added to the base salary for year two.

3.3.2.2 Any performance bonus awarded at the end of years two or three shall be paid as a lump sum payment, but the bonus shall be considered part of Employee’s base salary.

3.3.3 On or about April 15, 2015 the City Council shall conduct a market evaluation survey relating to the position of City Manager. If the City Council determines that Employee’s salary is under market, the City Council, may, in its sole discretion, determine that Employee’s salary should be raised based on this survey. Any adjustment in salary will be made effective July 1, 2015. Should Employee’s base salary be adjusted pursuant to this section and if the base salary adjustment exceeds 3% equivalent for the entire calendar year, then the Employee shall no longer be entitled to any performance incentive bonus pursuant to section 3.3.2 above for years two or three.

3.3.4 Employee’s salary shall be payable bi-weekly at the same time as other employees of City are paid.

3.4 Fringe Benefits.

3.4.1 Miscellaneous Benefits. Except as otherwise set forth herein, Employee shall be entitled to those holidays, bereavement, temporary disability and jury duty benefits provided to Executive Management employees in Resolution No. 2013-02, the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos (“Salary and Benefit Resolution”), which is attached hereto as Exhibit “B”.

3.4.2 Vacation, Sick and Administrative Leave Benefits. Employee shall be entitled to the following:

(a) Employee shall accrue sick leave at the rate of 8 hours per calendar month;

(b) Employee shall be entitled to forty (40) hours administrative leave on an annual basis:

(c) Employee shall accrue vacation leave at the rate of 120 hours per year, to be accumulated on a bi-weekly basis at a pro-rated amount equivalent to the annual amount.

(d) Employee shall provide as much written notice as possible to the City Council when Employee plans on using more than one day’s worth of administrative or
vacation leave. Absent extenuating circumstances, in no event shall the notice be less than seven (7) calendar days.

(e) All other use, accrual and cash out issues governing leave benefits shall be in accordance with the applicable provisions of the Salary and Benefit Resolution (Exhibit B).

3.4.3 Disability, Health and Life Insurance: Physical Examinations. City agrees to provide contributions for hospitalization, surgical and comprehensive medical, optical and dental insurance for Employee and his dependents, as provided for Executive Management employees in the Salary and Benefit Resolution, except that the City shall contribute toward the payment of premiums for health, dental and optical insurance for Employee and his dependents up to One Thousand Four Hundred Dollars ($1,400.00) per month in years one, two, and three. Any contribution necessary to maintain benefits under any insurance program in excess of the City’s monthly contribution shall be borne entirely by Employee. Employee shall also be entitled to the same long term disability insurance and physical examination benefits that are provided for Executive Management employees in the Salary and Benefit Resolution. Premium contributions shall continue for year three subject to the outcome of the market survey referred to in paragraph 3.3.3.

3.4.4 Retirement.

(a) City agrees to execute all necessary agreements to enroll Employee as a “Classic” Employee in the Public Employee’s Retirement System of the State of California (hereafter “PERS”).

(b) Employee shall be entitled to the same retiree medical benefits provided for Executive Management employees in the Salary and Benefit Resolution. Retirement benefits are provided for Executive Management personnel under the 2.7% at 55 Plan of PERS, Level 4 of the 1959 Survivor Benefit and the Pre-Retirement Option 2 Death Benefit.

(c) City shall pay the employer share of the PERS retirement contribution as actuarially determined by PERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level.

(d) City shall pay one hundred percent (100%) of Employee’s share of the PERS retirement contribution, which currently amounts to 8% of salary, for the entire term of this agreement.

3.4.5 Auto Allowance. Employee shall provide his own vehicle to be used in the performance of his duties and City shall provide Employee with a car allowance in the amount of Seven Hundred Dollars ($700.00) per month. Employee shall at all times maintain automobile liability insurance with a minimum liability coverage of $250,000 for each person and $500,000 for each occurrence or $500,000 aggregate.

3.4.6 Deferred Compensation. Employee shall have the option of participating in the City’s deferred compensation plan.
3.4.7 Cellular Telephone. During the term of this Agreement City shall provide Employee with a City issued cellular phone to be used in accordance with City policy. City shall pay for the cellular phone expenses. Employee shall be required to execute City’s standard cellular telephone use agreement.

3.4.8 Professional Organizations. Participation in professional and service organizations, appointive boards and committees and voluntary programs by Employee is encouraged, provided such participation is consistent with the responsibilities of the City Manager of the City and the goals and priorities set by the City Council for Employee. Employee shall inform the City Council before commencement of any such activities. In accordance with City policy, City will provide membership fees for such organizations and will reimburse reasonable conference fees, and travel and subsistence expenses incurred in Employee’s professional and official travel, meetings, and conferences within the scope of the annual budget within the City Council’s discretion. Employee must provide copies of receipts or other detail to the Finance Department prior to receiving reimbursement of business expenses. Payment for travel expenses and reimbursement for expenses shall be in accordance with the City’s current Travel and Reimbursement Policy attached hereto as Exhibit C.

3.5 Performance Evaluation.

Within forty-five (45) days of the Effective Date of this Agreement, the City Council shall conduct a noticed closed session meeting to develop a performance plan for Employee for the upcoming year. A new performance plan shall be developed as part of the annual performance evaluation process. The performance plan shall be the basis for the City Council’s performance evaluation process. The performance plan may be amended from time to time by a majority vote of the City Council. The City Council shall also perform an annual performance evaluation of Employee, which shall be conducted on or about the anniversary date of the Effective Date of this Agreement and which shall be focused in part on Employee’s success in implementing the performance plan. The City Council may conduct performance evaluations during a noticed closed session more often than annually, whenever the City Council believes one is necessary.

3.6 Notices

Notices pursuant to this Agreement shall be given by deposit in the United States mail, postage pre-paid, addressed as follows:

CITY: City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

ATTN: Mayor

EMPLOYEE: Bret Plumlee

With a copy to: Cary Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notices shall be deemed given as of the date of personal service or three days after deposited in the United States mail.

3.7 **General Provisions.**

3.7.1 **Entire Agreement.** The text herein shall constitute the entire agreement between the Parties and shall supersede any other agreements, whether written or oral.

3.7.2 **Severability.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, by a court of competent jurisdiction, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

3.7.3 **Salary and Benefit Resolution for Non-Represented Employees.** The terms and provisions of the Salary and Benefits Resolution, as it now exists on the Effective Date of this Agreement, shall be applicable to Employee only to the extent it is not inconsistent with this Agreement, and this Agreement shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 **Bonding.** City shall reimburse Employee the full cost of any fidelity or other bonds required of Employee in the performance of his duties as City Manager.

3.7.5 **Modification.** Any modification of this Agreement must be in writing and signed by both Parties to be effective.

3.7.6 **Effect of Waiver.** The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or conditions, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for any or all other times.

3.7.7 **Assignment.** Neither this Agreement, nor any right, privilege or obligation of Employee hereunder, shall be assigned or transferred by him without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Council, be null and void and may be considered a material breach of this Agreement.

3.7.8 **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.9 **No Presumption of Drafter.** The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be
inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.10 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement, or could have had such assistance and voluntarily declined to obtain such assistance.

CITY OF LOS ALAMITOS

By: 
Warren Kusumoto, Mayor

Attest: 
Windmera Quintanar, CMC City Clerk

EMPLOYEE

By: 
Bret Plumlee

APPROVED AS TO FORM:

Cary S. Reisman, City Attorney
AMENDMENT TO
CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY MANAGER)

This Amendment to Employment Agreement (hereafter “Amendment”) is made and entered into this 21st day of July, 2015 by and between the City of Los Alamitos, a municipal corporation (hereafter “City”) and Bret Plumlee (hereafter “Employee”), in order to provide in writing the terms and conditions of employment for City Manager services. City and Employee are sometimes individually referred to herein as “Party” and collectively as “Parties.”

The City Council of Los Alamitos (hereafter “City Council”) and Employee entered into an Employment Agreement dated October 21, 2013 (“Agreement”). The Parties desire to amend that Agreement as set forth herein.

SECTION 1. Section 3.2.1 of the Agreement is hereby amended to read as follows:

3.2.1 Term. The Agreement became effective on November 20, 2013 (“Effective Date”). This Amendment shall be effective as of July 1, 2015 and shall extend the term of the Agreement through and including June 30, 2018.

SECTION 2. Section 3.3 of the Agreement is hereby amended to read in its entirety as follows:

3.3 Salary/Performance Incentive.

3.3.1 Employee’s base salary shall be One Hundred Seventy Thousand Dollars ($170,000.00).

3.3.2 Effective July 1, 2015 Employee shall receive an automatic 3.5% increase. Employee shall also receive an automatic 3.5% increase on July 1, 2016 and on July 1, 2017. These annual increases shall be added to the base salary.

3.3.3 On June 30, 2016, June 30, 2017, and June 30, 2018, Employee may also be entitled to up to a two percent (2%) performance-based incentive bonus. Any performance based increase shall be dependent upon Employee’s success in implementing the performance plan described in section 3.5 of the Agreement, as well as other issues deemed relevant by the City Council, within the City Council’s sole and absolute discretion. Any performance bonus awarded shall be provided as a lump sum payment and shall not be added to the base salary.

3.3.4 Employee’s salary shall be payable bi-weekly at the same time as other employees of City are paid.
SECTION 3. Section 3.5 of the Agreement is hereby amended by changing the performance evaluation date from the anniversary date of the Effective Date of the Agreement to June 30th of each year commencing in 2016.

SECTION 4. This Amendment constitutes the entirety of the changes to the Agreement. Except as set forth herein, all other provisions of the Agreement remain in full force and effect.

CITY OF LOS ALAMITOS

By: Richard Murphy, Mayor

Attest: Windmera Quintanar, CMC City Clerk

EMPLOYEE

By: Bret Plumlee

APPROVED AS TO FORM:

Cary S. Reisman, City Attorney