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 should complete a blue “Request to Speak” card and will be called upon at the time the agenda item is called or during the City Council’s consideration of the item and may address the City Council for up to three minutes.

1. CALL TO ORDER

2. ROLL CALL

City Council
Mayor Kusumoto Mayor Pro Tem Murphy Council Member Chirco Council Member Grose
Council Member Hasselbrink

Sunburst Youth Academy Student Council – Class 23
Matthew Gainey        Luis, Perez
Alessandro, Garcisa   Joel, Riley
Naire, Zavala         Aidan, Russo
Kian, Arviz           Adriana, DeLaTorre
Hannah, Nortarangelo  Jayden, Collins
Marisol, Fabian        Steffany, Espinoza
Jose, Linares
Oscar Orellana
Jesus, Perez
3. **PLEDGE OF ALLEGIANCE**  
Cadet Matthew Gainey will lead the Pledge of Allegiance.

4. **INVOCATION**  
Mayor Kusumoto will give the Invocation.

Sergeant First Class Timothy Edwards will speak briefly regarding Sunburst Youth Academy and the Graduation Class.

5. **PRESENTATIONS**

   A. Presentation of Proclamation to Representative of the American Legion Regarding Poppy Month

   B. Presentation of a Proclamation to the Public Works Staff in Recognition of Public Works Week

   C. Presentation of a Proclamation to Orange County Fire Authority Chief Ron Roberts and Care Ambulance Representative Bill Weston in Recognition of Emergency Services Week

   D. Presentation by Manuel J. Gouveia, Republic Municipal Relationship Manager, Providing an Annual Update

   E. Presentation by Rob Thompson, Orange County Sanitation District Assistant General Manager, Regarding “Los Alamitos Trunk Sewer”

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 May 20, 2019, in the amount of $94,559.14 ratify the Warrants for April 16, 2019 to May 19, 2019 in the amount of $792,083.14 and authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of May 21, 2019 to June 16, 2019.

**ROLL CALL**  
Mayor Kusumoto  
Mayor Pro Tem Murphy  
Council Member Chirco  
Council Member Grose  
Council Member 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 Special City Council minutes of April 15, 2019.

B. **Treasurer’s Quarterly Investment Report – March 2019** (Finance)
The item for City Council consideration is receipt of the Treasurer’s Quarterly Investment Report.


C. **Approval of Notice of Completion for Catch Basin Debris Gate Installation Project (Citywide) (CIP No. 18/19-05)** (Development Services)
   This report recommends approval of the Notice of Completion for the Catch Basin Debris Gate Installation Project (Citywide) (CIP No. 18/19-05) as complete and in compliance with the plans and specifications. Therefore, Staff recommends that City Council accept the work as completed, 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 for contract by G2 Construction, Inc. for the Catch Basin Debris Gate Installation Project (Citywide) (CIP No. 18/19-05); 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 $7,600.95, thirty-five (35) days after recordation of the Notice of Completion.

D. **Extension of Professional Service Agreement with Willdan Engineering for City Engineering and Traffic Engineering** (Development Services)
   This item provides a basis for continuing services with Willdan Engineering to provide City Engineering and Traffic Engineering Services for two additional years. The current Professional Services Agreement (PSA) expires on June 30, 2019, but can be extended by mutual agreement.

   Recommendation: Authorize the Mayor to execute Amendment No. 2 of the Professional Services Agreement with Willdan Engineering.

E. **Race on the Base Management Contract** (Recreation)
   This agenda item is a contract extension for management of Race on the Base.

   Recommendation: Authorize the Mayor to execute Amendment 2 for a one-year contract with RUN Racing, LLC. for professional race management services for the Race on the Base.
F. Resolution No. 2019-16 – Proposition 68 Grant for Recreation Infrastructure  
(Recreation)
This report recommends approval resolution No. 2019-16 – Proposition 68 Grant for Recreation Infrastructure.


G. Amendment No. 7 to Professional Services Agreement with Scientia Consulting Group for Information Technology Support Services  
(Finance)
The purpose of this report is to amend the Professional Services Agreement with Scientia Consulting Group, extending the term to June 30, 2020, for information technology support services.

Recommendation: Authorize the Mayor to execute Amendment No. 7 to the Professional Services Agreement with Scientia Consulting Group.

H. Approval of Professional Service Agreement with Long Beach Soccer Referee Association for Providing Soccer Officials  
(Recreation)
This report recommends approval of the Professional Service Agreement with Long Beach Soccer Referee Association to provide soccer officials for the City’s adult soccer leagues for two years - May 2019 to April 2021.

Recommendation: Authorize the Mayor to execute the Professional Service Agreement with Long Beach Soccer Referee Association.

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

Recommendation: Authorize the Mayor to execute a three-year contract in an amount not to exceed $13,000 per year with SCNG Printing to provide the printing of the Recreation and Community Services Recreation Brochure.

J. Extension of Professional Services Agreement with Clear Channel Inc.  
(Development Services)
This item is to consider extending the agreement for bus shelters and maintenance with Clear Channel Inc., for bus shelters and maintenance services. The current Professional Services Agreement (PSA) will expire on June 7, 2019, but can be extended by mutual agreement up to five times. This is consideration of a fourth extension.

Recommendation: Authorize the Mayor to execute Amendment No. 4 of the PSA with Clear Channel Inc., a Delaware Corporation, for bus shelters and maintenance services.
K. **Professional Services Agreement with George Hills Company for Liability Insurance (Administration)**

The purpose of the report is to approve a new Professional Services Agreement with George Hills Company for third-party administration services for the City’s self-insured general liability program.

Recommendation: Authorize the Mayor to execute the Professional Services Agreement with George Hills Company for third-party administration services for the City’s self-insured general liability program through June 30, 2021.

L. **Amendment No. 1 with Intercare Holdings for Workers Compensation Claims Administration (Administration)**

The purpose of the report is to approve an Amendment to the Professional Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City’s self-insured workers’ compensation program and extend the term to June 30, 2020.

Recommendation: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City’s self-insured workers’ compensation program and extend the term to June 30, 2020.

M. **Extension of Professional Services Agreement with Charles Abbott Associates for Building & Safety, NPDES Business Inspection Services and City Facilities building related services (Development Services)**

This item provides a basis for continuing services with Charles Abbott Associates (CAA) to provide Building & Safety, NPDES Business Inspection Services and City facilities building related services for two more years. The current Professional Services Agreement (PSA) expires on June 30, 2019, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 2 of the Professional Services Agreement with Charles Abbott Associates.

N. **Extension of Professional Services Amendment with Computer Services Company (CSC) for Traffic Signal Maintenance (Development Services)**

This item provides a basis for continuing services with Computer Services Company (CSC) to provide Traffic Signal Maintenance for two more years. The current Professional Services Agreement (PSA) expires on June 30, 2019, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 2 of the Professional Services Agreement with Computer Services Company.

O. **Extension of Auditing Services Contract with Lance, Soll, & Lunghard (Finance)**

This report seeks consideration of Amendment #2 to the Professional Services Agreement with Lance, Soll & Lunghard, LLP.

Recommendation: Authorize the Mayor to execute Amendment #2 to the Professional Services Agreement with Lance, Soll & Lunghard, LLP, originally dated June 16, 2015.
P. Amendment No. 2 to Consulting Services Agreement with Michael Balliet Consulting, LLC (Development Services)
The purpose of this report is to amend the Consulting Services Agreement with Michael Balliet Consulting, LLC, authorizing additional funding for services through June 30, 2020.

Recommendation: Authorize the Mayor to execute Amendment No. 2 to the Consulting Services Agreement with Michael Balliet Consulting, LLC, which provides additional funding for services through June 30, 2020.

Q. Approval of the Request for Proposals (RFP) 2019-02 Police Mobile Data Computers and Approval of Funding Which Shall Include Future Equipment Installation (Police)
This report recommends action to facilitate the solicitation of bids for the purchase of eight (8) Mobile Data Computers (MDCs) Dell Latitude 7212 Rugged Extreme, XCTO; in addition to the approval of the RFP, staff is also seeking approval to allocate funds for the purchase of necessary equipment (i.e., computers, vehicle keyboards) and installment costs of the equipment onto the police vehicles.

Recommendations:
1. Approve the Request for Proposals (RFP) 2019-02 for the purchase of eight (8) Dell Latitude 7212 Mobile Data Computers; and,
2. Allocate funds from the Police Asset Seizure Fund (Fund 27) for the purchase of the computers, their vehicle mounts and necessary equipment, and installation costs of the equipment on the police vehicles in the amount of $55,600.

R. Police Department Reorganization (Police)
This report recommends approval of reorganization within the Police Department. The following changes are being recommended: civilianize the sworn Administrative Corporal, create a new classification of part-time Emergency Service Coordinator to manage the City’s Disaster Preparedness program, and establish a third full-time Records Specialist position to serve as the Community Liaison Officer to coordinate all public outreach and assist with support services’ needs.

Recommendations:
1. Approve civilianizing the sworn Administrative Corporal position; and,
TIME HOURLY BENEFITED POSITION, AND AMENDING THE FULL-TIME HOURLY RATE SCHEDULE”; and,

4. Authorize the City Manager immediately recruit and hire for the new classification of Part-time Emergency Service Coordinator; and,

5. Authorize the City Manager to hire a Community Liaison Officer who will be crossed trained for Records Specialist duties; and,

6. Authorize the City Manager to allocate the remaining balance (approximately $24,100) to the patrol reserve program. (#10.522.5103)

11. DISCUSSION ITEM

A. Status of Golden State Water Apartment Row Waterline Replacement Project (Development Services)

At its April 15, 2019 Special Meeting, public comment was provided that expressed concern with the Golden State Water waterline replacement project being conducted in the apartment row neighborhood (“Howard Ave. Main Replacement”). As a result, Council directed Staff to include this project as a discussion item during the May 20, 2019 meeting.

Recommendation: Discuss the project and provide direction to staff as deemed necessary.

12. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Bret M. Plumlee, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Bret M. Plumlee, City Manager
Unrepresented Employees: Executive Management, Middle Management and Non-Management Employees
Authority: Government Code Section 54957.6

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code.
Name of case: Raimo v. City of Los Alamitos – Claim No. GHC0017868

13. 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, MMC, City Clerk
Dated: May 16, 2019
Committed To Your Community

Proudly Serving the City of Los Alamitos!
Republic Services has been proudly serving the City of Los Alamitos for 40+ years.

“Good neighbors building strong neighborhoods”
Current Services

• 1,900+ residential customers
• 840+ commercial containers
• 60+ industrial hauls per month
• Solid Waste
• Recycling
• Green Waste
• Bulky Item Pick-Up
• Construction & Demolition
• Organics (food waste)
• Holiday Tree Removal
• Household Hazardous Waste, E-waste, Street Sweeping
Equipment

• All Compressed Natural Gas Trucks
• 3 Residential Trucks
• 2 Commercial Solid Waste Trucks
• 1 Commercial Recycle Truck
• 1 Organics Truck
• 2 Roll-Off Trucks
2018-2019 Overview

- Holiday Trees: 8.71 tons
- Bulky Items: 188.14 tons
- Organics collected: 11+ tons of food waste
- Construction & Demolition: 25+ tons
- Recycling: 855+ tons (all lines of business)

*All combined to help Los Alamitos surpass the state requirement of 50% diversion per capita*
Community Outreach Efforts

- Race on the Base
- State of the City Luncheon
- Police Appreciation Luncheon
- 4th of July
- National Night Out
- Winter Wonderland
- Quarterly Recreation Brochures
- City Manager Newsletters
- Los Al TV
- Bi-annual City-wide Newsletters
- Holiday Tree Reminders
- Chamber of Commerce Board of Directors & Ambassadors Committee
Community Outreach Efforts
AB 1826 – Organics Services

- Began June 2018
- Joint outreach effort between City, Mike Balliet Consulting, and Republic Services
- 21 food waste customers enrolled; 7 pending; 4 MF enrolled in green waste service
- 70% of tiers 1 & 2 customers enrolled
- Approx. 16,400 lbs. of food waste per month
- CalRecycle Praise
- 2019 Helen Putnam Award
Organics collection services

- Republic meets with businesses in the community via calls, appointments, walk-ins
- Bins collected Twice a week, Tuesdays & Fridays
- Containers smaller than 2 yard prevent overweight bins
- Clear plastic bags allowed
Food Waste Processing

Composting
Soil Amendment

Anaerobic Digestion
Energy

REPUBLIC SERVICES
Upcoming Legislation

**AB 1594 - Compostable Organics Management**

AB 1594 (Williams) will eliminate the allowance of green waste and organic materials that are currently used as landfill cover (alternative daily cover or “ADC”) to count as being “diverted” from landfills and reported as credit towards the City’s overall diversion.

- **Law effective:** January 1, 2020
- **Impact:** great impact to Orange County cities where this practice is currently utilized at County landfills for diversion credit
- **Alternative solutions:** green waste will need to be diverted from the landfill by other means and processing mechanisms in order to not be counted towards the City’s annual solid waste tonnages i.e. composting
Upcoming Legislation

**SB 1383 – Short-lived Climate Pollutants**

SB 1383 (Lara) establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. The law grants CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025.

- **Law effective:** January 1, 2022
- **Impact:** Each Jurisdiction (or Their Designee) must provide an organic waste collection service to **ALL** residential & commercial generators. Customers are required to subscribe to organics collection service; City is required to enforce.
- **Alternative solution:** regulations allow a menu of service options including mixed organic waste processing or source separated collections (additional cart)
Upcoming Legislation Cont.

SB 1383 Key Implementation Dates

- **January 2019**: Two Years of Informal Rulemaking Ends, Formal Rulemaking Begins
- **Late 2019**: Regulations Adopted
- **January 1, 2020**: 50 Percent Reduction in Organic Waste Disposal
- **Jan. 1, 2022**: Regulations Take Effect and State Enforcement Begins
- **Jan. 1, 2024**: Regulations Require Local Governments to Take Enforcement
- **Jan. 1, 2025**: 75% Reduction in Organics Disposal, 20% Edible Food Recovery

**Timeline**:
- **2016-2019**: SB 1383 Adopted
- **2020**
- **2021**
- **2022**
- **2023**
- **2024**
- **2025**

---

**CalRecycle**
Republic Services of Orange County
Your Exclusive Recycling and Solid Waste Partner in Los Alamitos

Residential, Commercial and Temporary Waste and Recycling Collection and Processing. Call today and explore your Recycling Opportunities.

Visit RepublicServices.com or call 800-299-4898

We'll handle it from here.
Thank you.

Manuel J. Gouveia
Municipal Relationship Manager
562-221-1703
mgouveia@republicservices.com
Who is OCSD?

396 regional trunk sewer MILES

479 service area square MILES

Reclamation Plant No. 1

Treatment Plant No. 2

Emergency Outfall 1.5 mile long 6.5-foot diameter

Offshore Outfall 5 miles long 10-foot diameter
Los Alamitos Trunk Sewer

- Rehabilitate two parallel (30-39-inch) sewer lines along a two-mile stretch of Seal Beach Blvd/Los Alamitos Blvd.
- Rehabilitate over one mile of (30-39 inch) sewer on Katella Ave.
- Rehabilitate/replace 65 manholes
Reason for Project

• Additional 50 years of reliable service
• Maintain a high level of safety and accessible maintenance, odor control, and spill prevention
• Meet OCSD’s current standards
Proposed Work: Bypass
Pipe Lining
Schedule

- Final Design – Fall 2019
- Contract Award – Summer 2020
- Construction - late summer 2020
  - Duration is 2 ½ years
Public Outreach: What We Do

Orange County Sanitation District

Wondering what is going on at State College and Ball Rd in Anaheim- Municipal Government? It’s a jack and bore operation for the 54-inch sewer pipeline. By doing this we avoid digging an intersection. Pretty cool right? #OCSDStateCollege #OCS


OCSD Alert: Const. on State College is moving no. of Ball Rd on 4/22. Info at ocsd.com/statecollege or 657.208.7900. Reply STOP to unsubscribe.

NOTICE
Street paving will take place April 1 at 6 p.m. to 11 p.m. on Newport Boulevard between Short Street and Coast Highway bridge.

Additional paving will follow between Hospital Road and Industrial Way.

This is part of final restoration of the Orange County Sanitation District Newport Blvd Construction Project.
Temporary noise from the paving activity may be noticeable.

Questions?
Get answers online:
Orange County Sanitation District
800-274-3983
constructionhotline@ocsd.com
www.ocsd.com
social@ocsewers
Stakeholders

Residential
• Residential Communities and HOA's
• Rossmoor
• Community and Youth Organizations

Retail
• All local strip malls and small businesses
• Chamber of Commerce

Educational
• Los Alamitos School District
• All local schools – including private and parent groups

Community Services
• Hospitals & Medical Services
• Religious Facilities
• Parks and Recreation Facilities
• Los Alamitos Joint Training Base
• OCTA (Public Transit)
What We Will Do

- Dedicated Community Liaison
- Community meetings & presentations
- Notifications/letters/door hangers for distribution prior to and during construction
- Website updates
- Email blasts and text notifications
- Social Media postings
- Construction Hotline
- City briefings
Questions?

www.OCSD.com/LosAlamitos

ConstructionHotline@ocsd.com

(800) 274-3983

@ocsewers
# CITY OF LOS ALAMITOS

## A/P Warrants

May 20, 2019

### To Approve

| Pages: | 01-08 | $ 94,559.14 | Warrants | 05/20/2019 |

### To Ratify

| Pages: | 09-10 | $ 61,637.72 | Advance Warrants | 05/08/2019 |
| | 11-21 | $ 212,578.38 | Advance Warrants | 05/01/2019 |
| | 22    | $ 3,902.00  | Advance Warrants | 04/18/2019 |
| |       | $ 7,675.22  | May Retirees    | 05/01/2019 |
| |       | $ 144,560.83 | Payroll        | 04/19/2019 |
| |       | $ 84,558.81  | Payroll Benefits | 04/19/2019 |
| |       | $ 189,554.24 | Payroll        | 04/05/2019 |
| |       | $ 87,615.94  | Payroll Benefits | 04/05/2019 |

Subtotal $792,083.14

Grand Total $886,642.28

Authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period May 21, 2019 to June 16, 2019.

Statement:

I hereby certify that the claims or demands covered by the forgoing listed warrants have been audited as to accuracy and availability of funds for payment thereof.

Certified by Eric Hendrickson, Finance Director

*Signature*

this 14th day of May, 2019
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<td>SPECIAL EVENTS</td>
<td>917.42</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL:</td>
</tr>
</tbody>
</table>

|                  | CONNIE RAMOS               | STAFF JACKETS | GENERAL FUND | SPORTS | TOTAL: | 1,488.00 |
|                  | ANZA SAARI                 | SPRING CARNIVAL ENTERTAINER | GENERAL FUND | SPECIAL EVENTS | TOTAL: | 1,250.00 |

============== FUND TOTALS ===============
10 GENERAL FUND 3,902.00
GRAND TOTAL: 3,902.00

TOTAL PAGES: 1
MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – April 15, 2019

1. CALL TO ORDER
The City Council met in Special Session at 5:00 p.m. Monday, April 15, 2019 in the
Council Chamber, 3191 Katella Avenue, Mayor Kusumoto presiding.

2. ROLL CALL
Present: Council Members: Chirco, Grose, Hasselbrink,
Mayor Pro Tem Murphy, Mayor Kusumoto
Absent: Council Members: None
Present: Staff: Bret Plumlee, City Manager
Sean Connolly, Police Captain
Michael Daudt, City Attorney
Eric Hendrickson, Finance Director
Les Johnson, Development Services Director
Chris Karrer, Police Captain
Emeline Noda, Recreation Manager
Eric Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk
Maria-Luisa Valdez, Finance Director

3. SPECIAL ORDERS OF THE DAY

A. Potential FY 2019-2020 General Fund Budget Gap Reduction Measures
(Finance)
Staff will discuss various options for closing the Fiscal Year 2019-2020 General Fund budget gap with the full Council. These items have been discussed with the Budget Standing Committee.

City Council and Staff discussed the Fiscal Year 2019-2020 General Fund Budget Gap Reductions Measures.

Motion/Second: Chirco/Murphy
Unanimously Carried: The City Council approved the following changes to the proposed Fiscal Year 2019-2020 Budget:

- Opening of New Hotel: Include one quarter (April-June 2020) of transient occupancy tax, property tax and utility user’s tax for the new hotel development. ($60,300)
- Additional Transfers from Special Revenue Funds: PSAF ($20,000), and SLESF ($10,000)
- Police Department: Salary and benefit savings for reorganization of department
  o Motor Officer position Savings ($132,150)
  o Police Captain position not filled for 2 months ($34,350)
4. CLOSED SESSION

City Attorney Daudt read the items aloud.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

B. CONFERENCE WITH LABOR NEGOTIATOR
City Negotiator: Bret M. Plumlee, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

RECESS
The City Council recessed into Closed Session at 5:17 p.m.

RECONVENE
The City Council reconvened in Special Session at 6:00 p.m.

City Attorney Daudt stated there was no reportable action.

5. ADJOURNMENT
The City Council adjourned at 6:00 p.m.

Warren Kusumoto, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk
SUMMARY

The item for City Council consideration is receipt of the Treasurer’s Quarterly Investment Report.

RECOMMENDATION


BACKGROUND/ DISCUSSION

Sound investment practices are essential to the City’s fiscal management. The City Treasurer is responsible for managing the City’s investment portfolio, focusing first on the safety of investments and then on liquidity and an appropriate rate of return. The investment report and portfolio composition are attached.

FISCAL IMPACT

None.

Submitted By: Eric Hendrickson, Finance Director
Approved By: Bret M. Plumlee, City Manager

Attachments:
1. Quarterly Investment Report
2. Pooled Investment Portfolio Holdings
CITY OF LOS ALAMITOS
Quarterly Investment Report
March 31, 2019

ATTACHMENT 1

POOLED INVESTMENT PORTFOLIO

<table>
<thead>
<tr>
<th>Asset Type</th>
<th>AMORTIZED COST</th>
<th>MARKET VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Market Accounts</td>
<td>$ 222,428.22</td>
<td>$ 222,428.22</td>
</tr>
<tr>
<td>Local Agency Investment Fund (LAIF)</td>
<td>5,720,690.39</td>
<td>5,721,531.07</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>2,955,847.16</td>
<td>2,958,738.43</td>
</tr>
<tr>
<td>U.S. Government Agency Securities</td>
<td>1,503,376.75</td>
<td>1,486,102.25</td>
</tr>
<tr>
<td>Miscellaneous Cash</td>
<td>3,500.00</td>
<td>3,500.00</td>
</tr>
<tr>
<td><strong>TOTAL POOLED INVESTMENT PORTFOLIO</strong></td>
<td><strong>10,405,842.52</strong></td>
<td><strong>10,392,299.97</strong></td>
</tr>
</tbody>
</table>

INVESTMENTS HELD BY FISCAL AGENT

<table>
<thead>
<tr>
<th>Investment</th>
<th>AMORTIZED COST</th>
<th>MARKET VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Certificates of Participation</td>
<td>449.81</td>
<td>449.81</td>
</tr>
<tr>
<td>2016 Wells Fargo Police Vehicles Capital Lease</td>
<td>851.00</td>
<td>851.00</td>
</tr>
<tr>
<td><strong>TOTAL INVESTMENTS HELD BY FISCAL AGENT</strong></td>
<td><strong>1,300.81</strong></td>
<td><strong>1,300.81</strong></td>
</tr>
</tbody>
</table>

TOTAL CASH & INVESTMENTS $10,407,143.33 $10,393,600.78

COMPOSITION OF POOLED PORTFOLIO (NON-FISCAL AGENT)

- Money Market Accounts (2.14%)
- Local Agency Investment Fund (55.06%)
- Certificates of Deposit (28.47%)
- U.S. Government Agency Securities (14.30%)
- Miscellaneous Cash (0.03%)

It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 11/19/18. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 0.90 years. Weighted average yield on cost is 1.56%. The cash held and invested with fiscal agent is subject to the investment provisions of the related trust indenture associated with the bond transaction which generated the cash.

Eric Hendrickson
Eric Hendrickson, Finance Director
# Pooled Investment Portfolio Holdings

**March 31, 2019**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COUPON RATE</th>
<th>MATURITY DATE</th>
<th>INVESTMENT RATING</th>
<th>PURCH DATE</th>
<th>AMORTIZED COST</th>
<th>YIELD ON MATURITY</th>
<th>MARKET VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MONEY MARKET ACCOUNTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US Bank</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>222,428.22</td>
<td>0.50%</td>
<td>222,428.22</td>
</tr>
<tr>
<td><strong>SUBTOTAL MONEY MARKET ACCOUNTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>222,428.22</td>
<td></td>
<td>222,428.22</td>
</tr>
<tr>
<td><strong>LOCAL AGENCY INVESTMENT FUND (LAIF)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,720,690.39</td>
<td>1.00%</td>
<td>5,721,531.07</td>
</tr>
<tr>
<td><strong>CERTIFICATES OF DEPOSIT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barclays Bank (FDIC Gtd)</td>
<td>2.10%</td>
<td>07/23/19</td>
<td>FDIC</td>
<td>07/23/14</td>
<td>248,000.00</td>
<td>2.10%</td>
<td>247,891.58</td>
</tr>
<tr>
<td>American Express Federal Savings Bank (FDIC Gtd)</td>
<td>2.05%</td>
<td>07/31/19</td>
<td>FDIC</td>
<td>07/31/14</td>
<td>248,000.00</td>
<td>2.05%</td>
<td>247,826.59</td>
</tr>
<tr>
<td>Sallie Mae Bank (FDIC Gtd)</td>
<td>2.15%</td>
<td>10/15/19</td>
<td>FDIC</td>
<td>10/15/14</td>
<td>243,847.16</td>
<td>2.15%</td>
<td>244,824.94</td>
</tr>
<tr>
<td>Goldman Sachs Bank (FDIC Gtd)</td>
<td>2.15%</td>
<td>11/12/19</td>
<td>FDIC</td>
<td>11/12/14</td>
<td>245,000.00</td>
<td>2.15%</td>
<td>244,797.99</td>
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<tr>
<td>American Express Centurion (FDIC Gtd)</td>
<td>2.10%</td>
<td>06/03/20</td>
<td>FDIC</td>
<td>06/08/15</td>
<td>245,000.00</td>
<td>2.10%</td>
<td>247,397.33</td>
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<tr>
<td>Ally Bank (FDIC Gtd)</td>
<td>3.00%</td>
<td>07/26/21</td>
<td>FDIC</td>
<td>07/26/18</td>
<td>246,000.00</td>
<td>3.00%</td>
<td>246,000.00</td>
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<tr>
<td>Discover Bank (FDIC Gtd)</td>
<td>1.75%</td>
<td>11/02/21</td>
<td>FDIC</td>
<td>11/02/16</td>
<td>248,000.00</td>
<td>1.75%</td>
<td>248,000.00</td>
</tr>
<tr>
<td>BMW Bank North America (FDIC Gtd)</td>
<td>3.10%</td>
<td>08/10/22</td>
<td>FDIC</td>
<td>08/10/18</td>
<td>246,000.00</td>
<td>3.10%</td>
<td>246,000.00</td>
</tr>
<tr>
<td>Wells Fargo Bank (FDIC Gtd)</td>
<td>3.25%</td>
<td>09/28/22</td>
<td>FDIC</td>
<td>09/28/18</td>
<td>249,000.00</td>
<td>3.25%</td>
<td>249,000.00</td>
</tr>
<tr>
<td>Morgan Stanley (FDIC Gtd)</td>
<td>3.20%</td>
<td>05/17/23</td>
<td>FDIC</td>
<td>05/17/18</td>
<td>246,000.00</td>
<td>3.20%</td>
<td>246,000.00</td>
</tr>
<tr>
<td>Synchrony Bank (FDIC Gtd)</td>
<td>3.30%</td>
<td>07/20/23</td>
<td>FDIC</td>
<td>07/20/18</td>
<td>246,000.00</td>
<td>3.30%</td>
<td>246,000.00</td>
</tr>
<tr>
<td>Capital One Bank (FDIC Gtd)</td>
<td>3.30%</td>
<td>09/21/23</td>
<td>FDIC</td>
<td>09/21/18</td>
<td>245,000.00</td>
<td>3.30%</td>
<td>245,000.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL CERTIFICATES OF DEPOSIT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,955,847.16</td>
<td></td>
<td>2,958,738.43</td>
</tr>
<tr>
<td><strong>U.S. GOVERNMENT AGENCY SECURITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Home Loan Mortgage Corporation</td>
<td>2.25%</td>
<td>01/29/21</td>
<td>AAA</td>
<td>07/29/18</td>
<td>247,279.75</td>
<td>2.25%</td>
<td>249,555.25</td>
</tr>
<tr>
<td>Federal National Mortgage Association</td>
<td>1.75%</td>
<td>06/20/19</td>
<td>AAA</td>
<td>11/17/15</td>
<td>506,097.00</td>
<td>1.75%</td>
<td>499,136.50</td>
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<tr>
<td>Federal National Mortgage Association</td>
<td>1.60%</td>
<td>11/23/21</td>
<td>AAA</td>
<td>11/23/16</td>
<td>750,000.00</td>
<td>1.60%</td>
<td>737,410.50</td>
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<tr>
<td><strong>SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,503,376.75</td>
<td></td>
<td>1,486,102.25</td>
</tr>
<tr>
<td><strong>MISCELLANEOUS CASH</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,500.00</td>
<td></td>
<td>3,500.00</td>
</tr>
<tr>
<td><strong>TOTAL POOLED CASH &amp; INVESTMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,405,842.52</td>
<td></td>
<td>10,392,299.97</td>
</tr>
</tbody>
</table>

1 Collateralized in accordance with Section 53652 of the CA state code.
City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2019 ITEM NUMBER: 10C

To: Mayor Warren Kusumoto & Members of the City Council

Presented By: David Hunt, City Engineer

Subject: Approval of Notice of Completion for Catch Basin Debris Gate Installation Project (Citywide) (CIP No. 18/19-05)

SUMMARY

This report recommends approval of the Notice of Completion for the Catch Basin Debris Gate Installation Project (Citywide) (CIP No. 18/19-05) as complete and in compliance with the plans and specifications. Therefore, Staff recommends that City Council accept the work as completed, 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 for contract by G2 Construction, Inc. for the Catch Basin Debris Gate Installation Project (Citywide) (CIP No. 18/19-05); 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 $7,600.95, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

In May 2018, the City submitted a Tier 1 Project Application to the Orange County Transportation Authority (OCTA) for funding to install debris gates over existing storm water catch basins citywide. In September 2018, the City was awarded approximately $128,000 to be used towards this project. The City of Los Alamitos' Catch Basin Debris Gate Installation Project proposes the installation of 117 automatic retractable screen (ARS) debris gates Citywide. The installation of the proposed ARS devices will ultimately provide an instrumental water quality benefit by reducing pollution for a storm water drainage area of approximately 1.87 square miles. The City of Los Alamitos' storm drain system is directly connected to the Los Alamitos Channel which then drains into the San Gabriel River.
At the meeting of January 22, 2019, City Council approved the awarding of the bid for this project to G2 Construction, Inc. in the amount of $160,106. During construction, it was concluded that the number of ARS’s to be installed was 8 less than originally identified. This change reduced the project cost by $8,087 to $152,019.

**DISCUSSION**

Work on this project is now complete and acceptable to the City Engineer. 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**

The City of Los Alamitos was awarded $128,084 towards this project from Orange County Transportation Authority (OCTA). Matching funds of $32,116 (20% required) are to be provided from the Gas Tax Fund for a total of $160,200 as adopted in the Fiscal Year 2018-19 Budget.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>G2 Construction, Inc.</td>
<td>$160,106</td>
</tr>
<tr>
<td>Change in scope</td>
<td>-$ 8,087</td>
</tr>
<tr>
<td>Total</td>
<td>$152,019</td>
</tr>
</tbody>
</table>

The cost reduction due to the change in scope reduced the 20% required matching fund amount to $30,404. The project is charged to funding available for this project in the Gas Tax Fund (account 20-570-5501.1927) to the Fiscal Year 2018-19 budget.

Submitted by: David Hunt, City Engineer  
Reviewed by: Les Johnson, Development Services Director  
Fiscal Impact: Eric Hendrickson, Finance Director  
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 27383

NOTICE OF COMPLETION/FINAL REPORT

For

The Catch Basin Debris Gate Installation Project (Citywide) (CIP No. 18/19-05).

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 Catch Basin Debris Gate Installation Project proposes the installation of 117 automatic retractable screen (ARS) debris gates Citywide.

4. The work was completed on March 31, 2019.

5. The contractor was: G2 Construction, Inc., 1352 Borchard Ave, Santa Ana, CA 92705

Dated: May 20, 2019

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: May 20, 2019
SUMMARY

This item provides a basis for continuing services with Willdan Engineering to provide City Engineering and Traffic Engineering Services for two additional years. The current Professional Services Agreement (PSA) expires on June 30, 2019, but can be extended by mutual agreement.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 2 of the Professional Services Agreement with Willdan Engineering.

BACKGROUND

Willdan Engineering have been providing city engineering services to the City of Los Alamitos since 2009 through a Professional Services Agreement (PSA). Traffic engineering has been provided since July 2015. The PSA expires on June 30, 2019, but can be extended two years by mutual agreement. Engineering services generally include development plan check review, capital project administration, and inspection services. Traffic engineering services primarily focuses upon project development review and technical assistance.

Willdan Engineering has agreed to provide continued service with no rate/price increases for the following two years.

The attached Amendment No. 2 to the PSA extends the City’s contractual relationship with Willdan Engineering for two years. Extension of the agreement ensures the continuity of services. The tables below represent the rates for both Engineering and Traffic Engineering.
### City Engineering Services

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Engineer (Dave Hunt)</td>
<td>$120.00</td>
</tr>
<tr>
<td>Principal</td>
<td>$195.00</td>
</tr>
<tr>
<td>GIS</td>
<td>$155.00</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>$133.00</td>
</tr>
<tr>
<td>Senior Drafter</td>
<td>$133.00</td>
</tr>
<tr>
<td>PW Construction Inspector</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

### Traffic Engineer Services

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$160.00</td>
</tr>
<tr>
<td>Traffic Engineer (Farhad)</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$135.00</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>$130.00</td>
</tr>
<tr>
<td>Traffic Signal Systems Supervisor</td>
<td>$160.00</td>
</tr>
<tr>
<td>Traffic Signal Systems Specialist</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

### FISCAL IMPACT

If the City Council extends the contract at the current rates, no additional fiscal impact to the City is anticipated since the Fiscal Year 2019-2020 budget contains sufficient funds for the services provided by Willdan and no rate/price increases are proposed. Account 10-548-5261 has $50,000 budgeted for this contract in Fiscal Year 2019-2020.

Submitted by: Les Johnson, Development Services Director  
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director  
Approved by: Bret M. Plumlee, City Manager

**Attachments:**

1. Amendment No. 2 – PSA Extension, Willdan  
2. 2015 Professional Services Agreement
AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
[City of Los Alamitos and Willdan Engineering]

This Amendment No. 2 to Professional Services Agreement ("Amendment") is made and entered into on this 20th day of May, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Willdan Engineering, a California Corporation ("Contractor").

RECITALS

A. City and Willdan Engineering entered into that certain Professional Services Agreement for City Engineering and Traffic Engineering services on November 4, 2015 ("Agreement"), which was subsequently amended by that certain Amendment No. 1 to Professional Services Agreement on May 15, 2017 collectively, the "Agreement"), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to extend the term of the Agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section [3.4] of the Agreement is hereby amended and restated in its entirety to read as follows:

   3.4 "Expiration Date": June 30, 2021.

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By:_______________________________
Warren Kusumoto
Mayor

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By:__________________________________
Michael S. Daudt
City Attorney

ATTEST:
By:_______________________________
Windmera Quintanar, MMC
City Clerk

“Consultant”
Willdan Engineering

By:_______________________________
Dave Hunt
Senior Vice President

By:_______________________________
Kate Nguyen
Secretary
PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/Willdan Engineering)

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: City Engineer and Traffic Engineering Services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as set forth in Exhibit A and incorporated herein by this reference.

3.2 "Fee Schedule": Approved fee schedule as set forth in Exhibit B and incorporated herein by reference.

3.3 "Commencement Date": July 1, 2015.

3.4 "Expiration Date": June 30, 2017.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by action of the City Council via written agreement of the parties to a maximum of three (3) two (2) year terms or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written
amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Exhibit B unless specifically approved in advance and in writing by City.

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

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

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Paul Melby shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase
fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. City’s reuse of such material on a project other than the project for which they were originally intended shall be at City’s sole risk.

8. **RELATIONSHIP OF PARTIES**

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

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

9. **CONFIDENTIALITY**

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

10. **INDEMNIFICATION**

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

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and 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 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 costs of defense, loss or damage which is caused by the sole active negligence, active negligence, or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other costs and expenses of litigation.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers’ compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.
10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

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 Commercial General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

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) per claim and $2,000,000 annual aggregate.

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.
11.6 Consultant shall provide proof to the City’s Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage 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 reduced below the limits set forth Section 11.1. All of the policies shall also contain an endorsement providing that the policies cannot be cancelled except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

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

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.
13. **RECORDS AND INSPECTIONS**

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

14. **PERMITS AND APPROVALS**

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

15. **NOTICES**

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

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

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

If to Consultant:
Dave Hunt, Senior V.P.
Willdan Engineering
2401 E. Katella Avenue, Suite 300
Anaheim CA 92806-6073
Telephone: (714) 978-8200
Facsimile: (714) 978-8299

16. **SURVIVING COVENANTS**

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

17. **TERMINATION**

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

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

18. GENERAL PROVISIONS

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

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

18.3 The captions appearing at the commencement of the sections hereof, and in any
paragraph thereof, are descriptive only and for convenience in reference to this
Agreement. Should there be any conflict between such heading, and the section
or paragraph at the head of which it appears, the section or paragraph, and not
such heading, shall govern construction of this Agreement. Masculine or
feminine pronouns shall be substituted for the neuter form and vice versa, and the
plural shall be substituted for the singular and vice versa, in any place or places
herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or
condition of this Agreement shall not be deemed to be a waiver of such term,
covenant or condition or of any subsequent breach of the same or any other term,
covenant or condition of this Agreement. No term, covenant or condition of this
Agreement shall be deemed to have been waived by City or Consultant unless in a
writing signed by one authorized to bind the party asserted to have consented to
the waiver.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents
acceptable evidence, in City’s sole judgment, that such failure was due to causes
beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at
law, in equity, by statute, or otherwise shall be cumulative and in addition to
every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
19.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

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

"City"
City of Los Alamitos

By: Bret M. Plumlee, City Manager
Date: 11/4/15

Attest:
By: Windmera Quintanar, CMC, City Clerk
Date: 11/4/15

"Consultant"
Willdan Engineering

By: Dave Hunt, Senior Vice President
Date: 11/3-15

By: Kate Nguyen, Secretary
Date: 11/2/15

Approved as to form:

By: Cary S. Reisman, City Attorney
EXHIBIT A
SCOPE OF WORK
City of Los Alamitos

Section C – Proposal

1 – Proposed City Engineer

Willdan is qualified to provide required services because:

- We know the City of Los Alamitos – having provided contract city engineer services for the past five years
- We have a 50-year history serving as contract city engineer for small and large cities and have continuously been involved in multiple, simultaneous traffic and transportation projects
- We have no conflicts of interest to prevent our complete dedication to the City of Los Alamitos’ goals and objectives for their community
- We assure the City that Willdan has the resources to commit our proposed City Engineer for the duration of the contract and for the hours necessary to fulfill the City's on-site staffing needs
- As we have demonstrated throughout our current contract, Willdan’s proposed City Engineer will be accessible and available to City staff, programs, and projects and is generally at City Hall four hours per day
- Willdan’s Contract City Engineer for Los Alamitos attends annual conferences and training sessions from OCTA, League of Cities, and APWA

Mr. David L. Hunt, PE, will serve as City Engineer – continuing the role he has filled for the past five years and will continue in this role for the duration of the contract. In this role, he will be responsible for city engineering services and maintaining regularly scheduled office hours at the City. Mr. Hunt’s hours at the City will be four hours per day for all weekdays the City is open for business.

Mr. Hunt, Senior Vice President, possesses extensive expertise and the directly relevant experience required to fulfill the City’s requirements for the City Engineer role. In addition to his experience as the City’s current City Engineer, Mr. Hunt has served as interim city engineer and the interim public works director for the City of La Habra, the deputy public works/assistant city engineer for the City of Pomona, and the special projects coordinator for the City of Pomona. He has served as principal-in-charge for plan checking in the Cities of Lake Forest, Brea, Yorba Linda, Dana Point, and Fontana and for the Counties of San Bernardino and Orange. Through his experience as a project engineer/manager in the Southern California area, Mr. Hunt has developed an expertise in public infrastructure planning, design, award, funding, and construction.

A summary of Mr. Hunt’s experience is provided immediately following this subsection with a comprehensive resume provided in the Appendix.

<table>
<thead>
<tr>
<th>David L. Hunt, PE</th>
<th>Project Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summary Profile</td>
<td>City Engineer</td>
</tr>
<tr>
<td>Civil Engineer, California No. 30514</td>
<td>39 Years' Experience</td>
</tr>
</tbody>
</table>

Relevant Project Experience

- City Engineer, City of Los Alamitos
- Interim City Engineer, City of La Habra
- Interim Public Works Director, City of La Habra
- Deputy Public Works/Assistant City Engineer, City of Pomona
- Special Projects Coordinator, City of Pomona

Project Team Organization

The organization chart contained herein identifies some key project team members and further illustrates the communication and reporting relationships and project roles for Willdan's team. It is important to note that the personnel shown are all current Willdan employees and represent the caliber of personnel who could be considered to provide support for any city engineering project assignments.
2 - Firm Capabilities, Qualifications, and Training

Street Improvement Engineering
Willdan successfully provides roadway and structural design services to public agencies. Our design personnel have worked together on numerous multi-disciplined projects involving design of streets, highways, roadway widening, bridge replacement, storm water handling, and pavement rehabilitation. Serving as contract city engineer for several clients, we often are in charge of formation and implementation of capital improvement programs, including various street improvements. As such, we are extremely aware of the vital importance of letting the schedule drive the project and not allowing the project to drive the schedule.

Drainage Analysis and Storm Drain Engineering
Quality engineering solutions in drainage and flood control have been one of the primary elements of Willdan’s municipal and public works experience. Our major areas of expertise include master plans, flood control studies, hydraulic analysis of rigid-boundary and alluvial channels, and design of flood control works. Our expertise encompasses design of major flood control improvements, large earthen dams for debris control, peak flow reduction facilities, and storm drain improvements.

Willdan assists numerous federal, state, and local agencies and regional jurisdictions by providing ongoing flood control engineering. Our staff of highly-skilled specialists utilizes the most advanced methodology to optimize design and enhance cost effectiveness. Our facilities include an extensive library of computer applications for design, analysis, and modeling of drainage and flood control systems.

Development Plan Review
Willdan offers a full complement of development plan review services for public infrastructure, private development, or third-party reviews. Willdan provides a varied array of civil engineering design reviews, including residential, industrial, and commercial developments; recreational facilities; public buildings; site grading; landscaping; transportation-related improvements; and water, wastewater, storm drain, and flood control facilities.

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Construction Management and Inspection

Willdan provides expertise in all areas of construction administration, inspection, and labor compliance and specializes in helping clients maintain good community relations with residents and businesses affected by construction. Our expertise covers a full range of inspections, including major storm drain boxes, bridges, mass grading, and major bridge retrofit work. Willdan’s construction inspection staff is experienced in subdivision, grading, street beautification, storm drain, water line, sewer, traffic signal, and other appurtenant projects.

Our experienced staff members serve as construction managers, resident engineers, and inspectors who identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of plans, specifications, contractors’ schedules, and contract documents. Potential problems are brought to the attention of the project manager and/or the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public are avoided.

City of Los Alamitos Experience

As City Engineer for the City of Los Alamitos, Mr. Hunt develops and implements the City’s Capital Improvement Plan, reviews development plans and approves permit issuance, and provides oversight for traffic engineering, including meeting with the Traffic Commission – along with project oversight for construction projects such as:

- On-Call Citywide Concrete Improvements Construction Management, 2014
- The Commercial Street Improvement Design and Construction Management, 2013
- Museum Roof Repair Design and Construction Management, 2013
- Old Town East and West Improvement Design and Construction Management, 2013
- Cerritos/Humboldt Intersection Improvements, Carrier Row ADA Ramps, Calle Lee/Corporate Center Drive Street Rehabilitation, Katella/Siboney Catch Basins, and Via El Mercado Street Rehabilitation Design and Construction Management, 2012
- Laurel Park Rehabilitation Design and Construction Management, 2012
- Citywide ADA Accessibility Ramps Design and Construction, 2012

In addition, Mr. Hunt has:

- Attended and monitored utility coordination meetings
- Written and presented 85 Traffic Commission staff reports
- Written and presented 130 City Council staff reports
- Approved and processed 425 public works encroachment permits
- Approved and processed 500 wide-load permits

Further projects where Mr. Hunt has provided his engineering and project management expertise for the City of Los Alamitos are provided in his resume in the Appendix.

Training

Willdan’s Contract City Engineer for Los Alamitos attends OCTA’s Measure M Funding Application training sessions on an annual basis. In addition, Mr. Hunt keeps up-to-date on matters pertaining to the civil engineering field and regulatory requirements through the League of Cities and the American Public Works Association.

Relevant Project Experience

Willdan has vast experience with city engineer services contracts, successfully completing client’s projects within budget and schedule. The following relevant experience demonstrates our record of success in providing city engineer services similar in nature to those proposed for the City of Los Alamitos.

On-Call City Engineering Services

City of Brea

Willdan has provided on-call engineering, including civil design, traffic engineering, and plan review to the City of Brea for many years. Willdan’s staff is performing traffic engineering services and complete and thorough plan reviews to ensure that the proposed developments and the associated improvements are designed in accordance with City-accepted standards, Orange County Highway Design Manual, Orange County Local Drainage Manual, Orange County Drainage Area Management Plan, City Master Plan of Drainage, as well as other applicable design standards and the conditions of development adopted by the City of Brea City Council or Planning Commission. Representative projects include:
City of Los Alamitos

- Master Plan of Drainage
- Birch Street/State College Boulevard Improvements
- Development Review
- On-Call Plan Review
- Orange Avenue Widening
- Storm Drain Master Plan Update

City Engineering Services

City of Lake Forest

Willdan provided deputy city engineer, development review, public works permitting and inspection, plan review, subdivision improvement inspection, capital improvement design, and construction inspection. Representative projects include:

- Annual Resurfacing and Slurry of Various Roads
- Trabuco Road Raised Median
- Lake Forest Drive Median Fence
- Ridge Route Drive and Serrano Signal Modification
- Development Review for Developments Citywide
- Environmental Impact Reports for Various Locations
- LED Conversion at Various Locations

City Engineering Services

City of Placentia

Willdan provided city and traffic engineer administration, development review, public works permits and inspection, roadway design, construction management, and long-term planning which involved development of capital improvement plans, improvement districts, safe route planning, and master plans. Representative projects include:

- Kraemer Memorial Park Renovation Inspection
- OCTA Grant Application Processing Assistance
- Placentia Avenue Repaving
- Civic Center Renovation Construction Inspection
- Downtown Parking Lot Improvements
- Melrose Grade Separation Design Revisions
- Van Buren Street Improvements
- Various Parking Lot Improvements
- Bradford at Madison Street Improvements

City Engineering Services

City of Yorba Linda

Willdan provided on-call engineering, landscape design and maintenance, and traffic and transportation services. Projects for which services were provided encompassed, but were not limited to, roadway widenings; asphalt pavement rehabilitations; slurry and cape seal; ADA upgrades and compliance; grading, drainage, and slope repairs; storm drain design; sewer and water construction; traffic signals and traffic signal interconnects; roadway striping and signage; retaining structures; landscape maintenance assessment district renovation, irrigation, planting, fencing, decorative walls, and other hardscape features; traffic calming; bike lane improvements; and other public works improvements as needed. Representative projects include:

- Development Review
- Bastanchury Street Widening
- On-Call Plan Review
- Citywide Landscape Improvements
- Landscape and Irrigation Inventory Districts 1, 2, 3, 4, and 5
- Savi Ranch Display Sign
- La Palma Avenue Improvements
- Bastanchury GAP Closure
Additional City Engineer/On-Call Civil Engineering Experience

Willdan has also provided city engineer/on-call civil engineering services to:

**City Engineering Services**
- **City of Paramount**
  - Willdan provides city engineer, traffic engineer, agency engineer, water engineer, public works permits and inspection, development review, CIP design and inspection, CDBG administration, grant writing, and NPDES.

**City Engineering Services**
- **City of Lakewood**
  - Willdan provides CIP design, project management services, construction management and inspection, pavement management system, traffic engineering, survey, and landscape architecture.

**City Engineering Services**
- **City of Long Beach**
  - Willdan provided construction observation, survey, landscape architecture, civil engineering, traffic engineering, and labor standards compliance.

**City Engineering Services**
- **City of South Gate**
  - Willdan provided traffic engineering, civil engineering, pavement management system, construction management/observation, landscape architecture, survey, storm water handling and facilities, material testing and inspection, and planning services.

**City Engineering Services**
- **City of Rosemead**
  - Willdan provided city and traffic engineering, including CIP design and inspection; planning; survey; landscape architecture; labor compliance; and building and safety services.

**Training**

Willdan's Contract City Engineer for Los Alamitos attends OCTA's Measure M Funding Application training sessions on an annual basis. In addition, Mr. Hunt keeps up-to-date on matters pertaining to the civil engineering field and regulatory requirements through the League of Cities and the American Public Works Association.

**3 – Office Location Serving City**

Willdan will provide services from the City's offices with backup support provided by staff in our Anaheim and Industry offices located at 2401 East Katella Avenue, Suite 300, Anaheim, CA and 13191 Crossroads Parkway North, Suite 405, Industry, CA.

**4 – Support Personnel**

Mr. Hunt will be assisted and supported by the individuals identified in the organization chart along with a company-wide pool of technical support personnel. Brief profiles for these team members follow the organization chart with comprehensive resumes provided in the Appendix.

As demonstrated during our current Contract City Engineer services provided to the City, Willdan hereby commits to maintaining the proposed staff for the duration of the City Engineer contract. Mr. Hunt has served as the City Engineer for the City of Los Alamitos for the past five years. He feels he is a part of the permanent staff family at the City and has no intention of leaving the City. Should unavoidable changes in staff arise, Willdan will immediately replace staff with equally qualified staff. Should a change in City Engineer arise, Willdan will meet with the City and discuss replacement candidates for the City Engineer position.

**Tyrone Peter, PE**

**Summary Profile**

- BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering
- Civil Engineering, Murugappa Polytechnic

**Project Role Responsibilities**

As project engineer, Tyrone Peter will be responsible for managing Willdan's work effort, writing specifications, providing construction cost estimates, answering questions from contractors in the field, and directing his staff to complete all CIP assignments given to him by the City Engineer.

**Relevant Project Experience**

- Design Manager, Old Town Neighborhood ADA Accessibility Ramps, City of Los Alamitos
- Design Manager, Apartment Row Neighborhood ADA Accessibility Ramps, City of Los Alamitos
- Design Manager, Alley Pavement Improvements, City of Los Alamitos
- Design Manager, Via El Mercado Street Rehabilitation, City of Los Alamitos
- Design Manager, Old Town East and West Improvements, City of Los Alamitos

**Project Engineer**

- Civil Engineer, California, No. 81888
- 9 Years' Experience
City of Los Alamitos

- Design Manager, Coyote Creek Park Improvements, City of Los Alamitos
- Design Manager, The Commercial Street Improvements, City of Los Alamitos
- Design Manager, On-Call Citywide Concrete Improvements Construction Management, City of Los Alamitos
- Project Engineer, Coyote Creek Bike Train Resurfacing, City of Los Alamitos

Kenneth R. Krieger * Designer

**Summary Profile**
- 29 Years' Experience

**Project Role Responsibilities**
As Designer, Kenneth R. Krieger will be responsible for working under the direction of Mr. Hunt and Mr. Peter and completing the design for all assigned CIP projects.

**Relevant Project Experience**
- Project Designer, Old Dutch Haven and Catalina Street Rehabilitation, City of Los Alamitos
- Plan Reviewer, On-Call Plan Review, City of Brea
- Plan Reviewer, On-Call Plan Review, City of Yorba Linda
- Plan Reviewer, City Engineering Services, City of Lake Forest
- Project Engineer – Channel Design, Del Obispo Bridge Widening, City of San Juan Capistrano
- Hydraulics/Hydrology Analyst, Orange Park Boulevard Culvert at Handy Creek, County of Orange
- Hydraulics/Hydrology Analyst, On-Call Park Design, County of Orange/Orange County Community Resources

Shelia McCracken * Drafter

**Summary Profile**
- 25 Years' Experience

**Project Role Responsibilities**
As Drafter, Shelia McCracken will be responsible for working under the direction of Mr. Hunt and Mr. Peter and completing the drafting for all assigned CIP projects.

**Relevant Project Experience**
- CAD Drafter, Old Town Neighborhood ADA Accessibility Ramps, City of Los Alamitos
- CAD Drafter, Alley Pavement Improvements, City of Los Alamitos
- CAD Drafter, Via El Mercado Street Rehabilitation, City of Los Alamitos
- Utility Coordinator/CAD Drafter, Coyote Creek Park Improvements, City of Los Alamitos
- Utility Coordinator/CAD Drafter, The Commercial Street Improvements, City of Los Alamitos
- Utility Coordinator/CAD Drafter, Coyote Creek Bike Train Resurfacing, City of Los Alamitos

Steven M. Velasco, CBI, CESSWI, QSP  * Inspector

**Summary Profile**
- BS, Botany, California State University, Long Beach
- Certified Building Inspector, International Code Council
- Certified Erosion, Sediment and Storm Water Inspector, Envirocet International, Inc.
- Qualified SWPPP Practitioner, California Stormwater Quality Association

**Project Role Responsibilities**
As Inspector, Steven Velasco will be responsible for working under the direction of Mr. Hunt and Mr. Peter and performing construction inspection for all assigned CIP construction projects.

**Relevant Project Experience**
- Construction Manager/Inspection, Green Street Alley Reconstruction, City of Los Alamitos
- Construction Manager/Inspection, Commercial Streets Rehabilitation, City of Los Alamitos
- Construction Manager/Inspection, Coyote Creek Park, City of Los Alamitos
- Construction Manager/Inspection, The Old Town Pavement Rehabilitation, City of Los Alamitos
- Construction Manager/Inspection, Citywide ADA Ramp Improvements, City of Los Alamitos
- Interim Public Works Superintendent, Staff Augmentation Services, City of Lake Forest
- Project Manager, Citywide Public Works CIP and Development, City of Yorba Linda
- Project Manager, On-Call Construction Inspection Services, City of Tustin

Rex Miller * GIS Analyst

**Summary Profile**
- BS, Civil Engineering, University of Texas, Arlington
- 20 Years' Experience

**Project Role Responsibilities**
As GIS Analyst Rex Miller will be responsible for working under the direction of Mr. Hunt and Mr. Peter and acquiring aerial photos, providing GIS exhibits, and performing required GIS services for assigned CIP projects.

WILLDAN

Proposal for Contract Services for Contract Year Beginning July 1, 2015

1. City Engineer
2. Traffic Engineer
5 - Systems/Methods to Provide Cost-Effective Service

Willdan’s approach and methodology ensures the team:
- Fully understands each project requested by the City
- Reviews the scope of work for each project in detail with the City
- Agrees upon the course or extent of the best-suited action
- Proceeds accordingly
- Promotes good team interaction
- Produces quality work products on time and within budget

Project Approach

Willdan utilizes a management approach, whereby each assignment is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment. Our approach to serve the City on this contract is based on our 50-year history of serving public agencies.

For this assignment, Willdan’s City Engineer will be the single point of contact for the City’s staff and will convey all important matters to the project team as appropriate. Our City Engineer will serve the City at City Hall for a minimum of 20 hours per week—typically four hours per week.

Willdan has designated a city engineer team to provide as-needed support to the City for specific project/task work orders. The fundamental goal of Willdan’s team is to provide the City with the highest level of support in completing the as-needed special tasks. This will require close personal coordination between Willdan and the City. To accomplish this, we will conduct interactive meetings with City staff throughout the course of each assignment to ensure all issues are addressed. Our team has a broad variety of talent and experience in city engineering; development review; public works permitting and inspection; capital improvement project design, inspection, and contract administration; facilities maintenance and repair; surveying; and soils investigation. Combined with our understanding of the desired services and our experience with the City of Los Alamitos, Willdan can assist the City with successful completion of all city engineer matters.

Willdan will commit the appropriate staff to ensure specific projects, as well as the overall contract, are successful. Our intended approach is to fully understand each project requested by the City, to review the scope of work for each project in detail with the City, agree on the course or extent of the best-suited action, and proceed accordingly. Having successfully completed many other assignments of this type for the City of Los Alamitos and other agencies in Orange and Los Angeles Counties, Willdan’s proposed team understands City processes and possesses the technical and communication skills that are vital to ensuring each task receives the necessary attention, objectives are met, schedules are adhered to, and each task stays on budget.

Willdan’s management approach has been proven on past assignments for the City to be effective in delivering services on time, within budget, and to the City’s satisfaction.

Quality Assurance/Control

Willdan operates under a company-wide Quality Assurance/Control (QA/C) Program. The key component of this plan is Willdan’s QA/C Manual. This program has proven very effective and successful and is a continuous process that occurs day-to-day. Willdan’s project team will develop a QA/C plan for the projects assigned by the City.

Methodology

Willdan’s methodology focuses heavily on client service and communications. As a firm with a strong public agency orientation, many of our client relationships are long term and ones in which our staff develops intimate familiarity with City staff, since we very often serve as an extension of City staff. As such, it is extremely important that our presence on each assignment is seamless.

Willdan’s staff assigned as extension of city staff, such as City Engineer, on a routine or on-call contract basis, most often work independently of the project team, since they are generally working directly for and with City staff as city staff. In this instance, the project team’s role is subservient to the primary assignment and only comes into play on a support basis or on a project-specific basis, such as for additional services for capital improvement project design, reviewing tract and parcel maps, and structural assessments.
Technical Approach

Upon commencement of this assignment, Willdan’s City Engineer, Mr. David L. Hunt, will meet with City staff to discuss the project assignment in more detail. At this time, Willdan commits to Mr. Hunt’s availability to be at the City on a routine basis for a minimum of 20 hours per week. Mr. Hunt will also be available on an as-needed basis in addition to the routinely scheduled hours at the City. Again, based upon the City’s needs, the routine hours at the City for Mr. Hunt are flexible and can be adjusted to various combinations to balance coverage of work as well as budgetary considerations. For this contract, the City Engineer will report to the Director of Public Works.

Mr. Hunt’s approach to the assignment will depend largely upon the specific needs of the City at any given time; however, he will generally start each day with a review of ongoing work efforts, new work efforts that have been assigned, and discussion with City staff. Since he is accustomed to city engineer assignments, many of these efforts will be self-directed, except as otherwise given general or specific direction from the City, as deemed appropriate.

For work efforts while at the City, such as project management, technical advice, and preparation of City Council agenda items, Mr. Hunt will work closely with City staff to coordinate specific tasks and to provide appropriate input when needed. He will make necessary contacts with private developers, other public agencies, and other City departments on an as-needed basis. To more fully understand all issues relating to specific projects, Mr. Hunt will research available records at the City, make field reviews as appropriate, and hold discussions with City staff. At the end of each day, he will review the events of the day, schedule any remaining needed efforts by City staff, and establish a preliminary list of efforts for his next regularly scheduled day at the City.

From time to time, the city engineer duties may require Mr. Hunt to be contacted while not at the City. In such cases he will routinely check for messages, both at the City and at Willdan, to keep current with ongoing issues and to formulate and deliver timely responses. This may require him to coordinate with or assign work efforts to City or Willdan staff. Whenever feasible, he will also be available for direct communication while he is away from the City’s office.

Scope of Services and Task Descriptions

The following presents the scope of work identified in the City’s Request for Proposal and includes, but is not necessarily limited to, the services that Willdan will provide.

Willdan is very familiar with city services typically required in providing city engineer services to Southern California cities. We have reviewed the requirements for this contract as presented and find they are consistent with the services we have provided for other cities.

General Technical Assistance

1. Maintain regularly scheduled office hours at the City for a minimum of 20 hours per week. Additional hours may be requested on an as-needed basis.
2. Prepare and/or administer long- and short-range public works programs.
3. Provide technical advice to City personnel assigned to public works activities.
4. Advise City as to engineering and construction financing available from other governmental agencies and prepare and initiate applications for such funding.
5. Provide technical assistance for sewer and storm water issues.
6. Prepare drawings, diagrams, graphs, charts, databases, spreadsheets, and tables using common desktop, computer-aided design, and/or GIS software programs.
7. Develop, review, and update engineer’s reports for special assessment districts such as landscaping and lighting districts.
8. Develop and update capital improvement plans and developer fees. Assist the Public Works Director on the annual Capital Improvement Program budget.
9. When directed, analyze the City’s needs and prepare and administer long- and short-range capital improvement programs consistent with the economic capabilities of the City.
10. When directed, review and provide written comments on planning programs and land development matters.
11. Attend meetings such as City Council, OCTA, Technical Steering Committee, Technical Advisory, and other meetings as requested.

Development Review

1. Review tentative maps and other submittals for land divisions and proposed developments and make recommendations related to engineering matters.
2. Check improvement plans for facilities for compliance with zoning requirements, City design standards, and adopted building codes.
3. Provide field inspection of the construction of improvements by private developers; recommend notices of completion and acceptance of the work.

4. Review, check, and provide written recommendations on land use applications to Assistant City Administrator.

5. Establish performance, labor, and material bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of development review.

6. Provide such necessary and related functions as are the normal practices of the City in the review of private developments.

**Public Works Permits and Inspection**

1. Provide construction observation inspection of permit work within City streets and rights-of-way.

2. Check plans and specifications and provide construction administration and observation for City projects designed by third parties.

3. Prepare transportation and encroachment permits in accordance with City procedures, as required.

4. As a City agent, receive and process requests for inspection services.

5. Provide construction contract administration and construction inspection.

**Capital Projects**

1. Prepare plans and specifications for City projects (buildings, roads, bridges).

2. Provide design survey, construction survey, real property engineering services, and construction administration and observation for City projects.

3. Provide special engineering reports regarding such matters as assessment district formation, developer fees, etc.

4. Coordinate with utility companies in the relocation of affected utilities.

5. Process plans and specifications through other agencies for review and approval in connection with special funding programs and permits.

6. Prepare preliminary scoping, budget estimates, and project schedules.

7. Coordinate the design with, and obtaining the required approvals and permits from, City departments, utility companies, and other agencies.

8. Assist the City in communicating with the public regarding the project design.

9. Assist the City in making its CEQA and NEPA environmental impact review of the projects, by drafting environmental checklist form, notice of exemption, and statutory worksheet.

10. Prepare design surveys, geotechnical investigations, construction plans, specifications, and construction cost estimates, including services of approved subconsultants necessary to accomplish the work.

11. Attend preconstruction meetings and respond to bidder’s questions during bidding.

12. Tabulate and review bid documents received.

13. Draft reports and assessments for City information and action.

**Facilities Maintenance and Repair**

1. Assess needed maintenance and/or repair of City facilities (buildings and all associated systems). May include services of approved subconsultants necessary to assess the work.

2. Prepare scope of work, budget estimates, and schedules.

3. Procure required services in accordance with City procedures and the Public Contract Code (formal and informal bidding).

4. Manage and inspect contractors' and/or service providers' work for compliance with contract/purchase order.

5. Manage punch list, call backs, and warranties.

**Surveying Services**

Willdan will provide specific surveying services as requested by the City. Services may include, but are not limited to:

1. Reviewing final and parcel maps for technical accuracy, conformance with tentative maps, and compliance with the Subdivision Map Act.

2. Performing engineering and boundaries surveys.

3. Preparing legal descriptions, grant deeds, and easements with certification by a licensed land surveyor.

In providing a concise proposal to the City, Willdan has consolidated our submittal for City Engineer and Traffic Engineer. Willdan's response to remaining subsections 6 through 12 are provided immediately following presentation of our Traffic Engineer experience and qualifications on Page 27.
Willdan is qualified to provide required services because:

- We know the City of Los Alamitos — having provided traffic engineering support to our Los Alamitos contract city engineer for the past five years.
- We have a 50-year history serving as contract city engineer and as traffic engineer for a large number of cities and have continuously been involved in multiple, simultaneous traffic and transportation projects.
- We have no conflicts of interest to prevent our complete dedication to the City of Los Alamitos’ goals and objectives for their community.
- We assure the City that Willdan has the resources to commit our proposed Traffic Engineer for the duration of the contract and for the hours necessary to fulfill the City’s on-site staffing needs.
- As we have demonstrated throughout our current city engineer contract with the City, Willdan’s proposed Traffic Engineer will be accessible and available to City staff, programs, and projects.

Ms. Ruth Smith will serve as Traffic Engineer. In this role, she will be responsible for traffic engineering services and will be available for the City’s estimated need of up to 20 hours per week — and more, if needed. Ms. Smith has more than 34 years of traffic engineering and transportation planning experience. She recently served as the City of Placentia’s contract Traffic Engineer, a position she held for five years. Ms. Smith is also the consultant Traffic Engineer for the cities of Rancho Palos Verdes and Temecula, as well as the Deputy Traffic Engineer for the City of Brea.

A summary of Ms. Smith’s experience is provided immediately following this section with a comprehensive resume provided in the Appendix.

**Project Team Organization**

The organization chart contained herein identifies some key project team members and further illustrates the communication and reporting relationships and project roles for Willdan’s team. It is important to note that the personnel shown are all current Willdan employees and represent the caliber of personnel who could be considered to provide support for any traffic engineering project assignments.
2 - Firm Capabilities, Qualifications, and Training

Transportation/Planning/Project Management

Willdan's transportation engineering team has the expertise to solve today's sophisticated and varied transportation challenges. By offering turnkey services, we handle design and operational challenges for all levels of transportation projects - from residential streets to interstate highways. To ensure a unified and cohesive approach, Willdan provides in-house staff capabilities with a full spectrum of support functions, including right-of-way engineering, utility research, coordination and relocation, landscape conceptual design and renderings, survey and mapping, geographic information systems, public outreach, and interagency coordination.

As City Traffic Engineer, Willdan's staff routinely reviews and updates various policies, standards, and guidelines and analyzes and prepares reports and recommendations relative to the City's transportation element, including pedestrian and bicycle facilities. These duties routinely include evaluating transportation funding programs and policies and recommending a variety of improvements. Our staff routinely provides project and construction management services for design, construction management, and oversight of both major and minor infrastructure improvements. We perform traffic modeling of future traffic volumes, evaluate transit and para-transit operations, and develop designs and plans for various transportation projects.

Among our transportation expertise are pedestrian and bicycle paths; pavement management systems; intersection and roadway improvements, bridge widening; freeway interchanges; carpool lanes; seismic retrofit and congestion management programs; and rail transit, commuter rail, and high-speed rail systems.

Studies/Reporting/Program Delivery

Willdan has prepared a variety of parking, neighborhood traffic management, traffic impact, school area, pedestrian safety, crosswalk, traffic impact fee studies, suggested route to school, engineering and survey, signal timing, and traffic circulation studies, and project study reports throughout Southern California for client cities, Caltrans, and other agencies and clients. Willdan's staff is also well-experienced in presenting traffic studies to traffic commissions, planning commission, city council, and other public hearings. Recent client city's served include Placentia, Lake Forest, Brea, Temecula, Agoura Hills, Culver City, Lakewood, Lawndale, Norwalk, Paramount, Rancho Palos Verdes, Rosemead, and Santa Clarita - to name a few.

While serving as City Traffic Engineer, Willdan's traffic staff reviews traffic studies on a daily basis. A vast majority of these studies are development related and generally include traffic impact analyses, parking demand, and traffic circulation. The review often includes providing conditions of approval. Other traffic study reviews include project study reports, traffic management plans, traffic signal warrant analyses, and traffic signal timing and coordination analyses.

Willdan's specific expertise with engineering and traffic surveys includes hundreds of studies performed in Orange, Los Angeles, Riverside, and San Bernardino Counties. A representative listing includes surveys for:

**Orange County Cities**
- 15 segments, City of Lake Forest
- 70 segments, City of Placentia
- 138 segments, City of Tustin

**Los Angeles County Cities**
- 25 segments, City of Agoura Hills
- 53 segments, City of Arcadia
- 70 segments, City of Compton
- 80 segments, City of Covina
- 24 segments, City of Hawaiian Gardens
- 33 segments, City of Long Beach
- 99 segments, City of Norwalk
- 74 segments, City of Paramount
- 27 segments, City of Rancho Palos Verdes
- 8 segments, City of Rolling Hills
- 9 segments, City of Rolling Hills Estates
- 42 segments, City of Rosemead
- 22 segments, City of Sierra Madre
- 34 segments, City of South Pasadena

**Riverside County Cities**
- 17 segments, City of Indian Wells
- 74 segments, City of La Quinta
- 107 segments, City of Temecula

**San Bernardino County Cities**
- 44 segments, City of Fontana
- 14 segments, City of Grand Terrace

Training

Willdan's proposed Traffic Engineer keeps up-to-date on matters pertaining to traffic engineering and regulatory requirements through newsletters and attendance at meetings of the Institute of Transportation Engineers, Orange County Traffic Engineering Council, and American Society of Civil Engineer OC Transportation Technical Group.
Relevant Project Experience

Willdan has vast experience with city traffic engineer services contracts, successfully completing client's projects within budget and schedule. The following relevant experience demonstrates our record of success in providing city traffic engineer services similar in nature to those proposed for the City of Los Alamitos.

City Engineering Services
City of Los Alamitos

In conjunction with Willdan's city engineering services contract, Willdan provides as-needed traffic engineering services for the City. Representative projects include:

- Farquhar Traffic Calming Update
- Pilot Parking Meter
- Katella Avenue Signing and Striping Improvements
- Catalina Street Underground Street Lighting
- Los Alamitos Boulevard/Florista Street Improvements

City Traffic Engineer
City of Placentia

As part of our traffic engineering support services to the City, Willdan handled all general traffic engineering concerns within the City, such as investigating citizen requests, performing stop sign and safety analyses, reviewing traffic impact studies, preparing and reviewing traffic signal and striping plans, preparing and presenting commission and council reports, conducting field investigations, and assisting and coordinating with City staff in the performance of these duties. Representative projects include:

- Rose Drive Signing and Striping
- Yorba Linda at Rose Drive Avenue Signal Modifications
- Traffic Engineering Development Review
- General Plan Update – Mobility Element
- Citywide Engineering and Traffic Study

With specific regard to Willdan's role as contract Traffic Engineer, responsibilities included:

- Keeping regular office hours at the City of eight hours per week
- Responding to citizen requests, complaints, and concerns regarding traffic issues related to parking, sight distance, speeding, traffic signal operations, access, and circulation
- Performing traffic studies and preparing traffic engineering-related reports
- Managing the City's Permit Parking Program, interacting with residents, preparing studies, presenting the proposed areas to the Traffic Safety Commission and the City Council for approval, and coordinating with the Police Department and maintenance staff
- Attending bi-monthly Traffic Safety Commission meetings, including preparing agenda and writing and presenting staff reports
- Providing as-needed support to other departments, such as handling Council requests and preparing and presenting reports to the City Council, coordinating with the City Attorney, and assisting the Police Department
- Working closely with Planning Department staff reviewing traffic studies and development plans regarding access; on-site circulation; sight distance; proposed mitigation measures; compliance with city, county, state, and federal codes, standards, regulations, ordinances, policies, and statutes; and preparing conditions of approval
- Updating the City's Mobility Element and bicycle plan as part of the City's general plan update team
- Coordinating closely with the local school district regarding school-related parking, access, circulation, and pedestrian safety
- Reviewing and commenting on traffic improvement plans and updating the Traffic Impact Fee Program
- Providing support on capital improvement projects, including design, assisting with contract management, and coordinating with others involved in the projects
- Serving as the City's liaison to OCTA and Caltrans for their projects within the City to minimize disruption to traffic flow in the City
- Assisting City staff in procuring SR2S state funding to bring all school signs and markings into compliance with California MUTCD standards
- Working cooperatively with neighboring jurisdictions to win OCTA funding for six corridor signal coordination projects
- Preparing an engineering and traffic survey to update the City's speed limits, in accordance with the California MUTCD, and performing other speed surveys and traffic warrant studies
- Reviewing monthly invoices from the traffic signal maintenance contractor
- Updating ADT and peak-hour intersection counts

Proposal for Contract Services for Contract Year Beginning July 1, 2015

1. City Engineer
2. Traffic Engineer
City Traffic Engineer
City of Brea
As part of our traffic engineering support services to the City, Willdan reviews development projects submitted to the City. Tasks include reviewing plans and project details regarding on-site circulation and design, project access, parking, and possible off-site impacts; determining the necessity of traffic impact studies and providing required elements of the studies to the City/developer; following up by reviewing and commenting on the traffic study; meeting with the developer and developer's civil and traffic engineers, as necessary; approving the final traffic study; and preparing the conditions of development. Representative projects include:
- Traffic Control Technology Improvements Program Phase 2
- Various Traffic Signal, Signing, and Striping improvements
- ATP Cycle 2 Application Assistance
- Safe Routes to School
- City Traffic Plan Review
- Santa Fe Road Neighborhood Traffic Plan

City Engineering Services
City of Tustin
In conjunction with Willdan's city engineering services contract, Willdan provided traffic engineering services for the City's major capital improvement projects. Representative projects include:
- Pioneer Way Traffic Signal Improvements and Modifications
- Main and Newport Traffic Signal
- Redhill Avenue at San Juan Street Signal Modifications
- In-Pavement Crosswalk Warning Lights
- Two Engineering and Traffic Surveys

City Traffic Engineer
City of Temecula
As part of our traffic engineering consulting services contract, Willdan serves as the City’s consultant traffic engineer and provides as-needed traffic engineering services. Services include providing technical assistance to City staff; preparing neighborhood traffic plan studies; performing, traffic impact study reviews, warrant analyses, plan reviews, and engineering and traffic surveys to update speed limits; and preparing signing and striping plans. Willdan staff prepares for and makes presentations to the Traffic Commission and at community meetings. Representative projects include:
- Jefferson Avenue Specific Plan Traffic Impact Analysis Review
- Via Puebla Traffic Calming Study
- Great Oak High School Pedestrian Access Feasibility Study
- Engineering and Traffic Surveys
- Clubhouse Drive Neighborhood Traffic Management Plan Study
- Plan Check Services

City Traffic Engineer
City of Rancho Palos Verdes
As part of our traffic engineering consulting services contract, Willdan serves as the City's consultant traffic engineer and provides as-needed traffic engineering services. Services include providing technical assistance to City staff; preparing a variety of traffic studies, including on-street parking, permit parking, intersection and highway improvements to improve circulation, access and safety, complete streets study, traffic impact studies, crossing guard studies, warrant analyses, and engineering and traffic surveys to update speed limits; and preparing plans for a high-visibility crosswalk with flashing beacons. Technical support for successful grant applications was provided. Willdan staff prepares for and makes presentations to the Traffic Commission and at community meetings. Representative projects include:
- Palos Verdes Drive East Complete Street Study
- General Plan Circulation Element Update Traffic Impact Study
- Semi-Annual HPMS and CMP Monitoring Updates
- SeaBluff Parking Study
- Palos Verdes Drive South Traffic Study
- Stop Sign Analyses for Three Locations
- Crossing Guard Analyses for Three Schools
- Crenshaw/Crestridge Traffic Signal Update Design
- Crest and Whitley Collins Enhanced Crosswalk Design
- Citywide Engineering and Traffic Survey

County Engineering Services
County of Orange, Public Works
Under Willdan's on-call engineering services contract, Willdan provides as-needed traffic engineering services to the County. We are currently preparing a traffic safety study for Santiago Canyon Road regarding passing lanes.

Additional Traffic Engineer/On-Call Traffic Engineering Experience
Willdan has also provided traffic engineer/on-call traffic engineering services to:
3 – Office Location Serving City

Willdan will provide services from our Anaheim and Industry offices located at 2401 East Katella Avenue, Suite 300, Anaheim, CA and 13191 Crossroads Parkway North, Suite 405, Industry, CA.

4 – Support Personnel

Ms. Smith will be assisted and supported by the individuals identified in the organization chart along with a company-wide pool of technical support personnel. Brief profiles for these team members follow the organization chart with comprehensive resumes provided in the Appendix.

As demonstrated during our current Contract City Engineer services provided to the City, Willdan hereby commits to maintaining the proposed staff for the duration of the City Traffic Engineer contract. Should unavoidable changes in staff arise, Willdan will immediately replace staff with equally qualified staff. Should a change in Traffic Engineer arise, Willdan will meet with the City and discuss replacement candidates for the Traffic Engineer position.

Lew Gluesing, PE, TE, PTOE

Summary Profile
- BS, Civil Engineering, California State University, Long Beach
- Traffic Engineer, California No. 1663
- Civil Engineer, California No. 45729

Project Role Responsibilities
- As Principal-in-Charge, Lew Gluesing will be responsible for quality assurance and providing technical expertise as needed.
- Relevant Project Experience
  - Traffic Engineer/Principal-in-Charge, City Traffic Engineering, City of Brea
  - Traffic Signal System Manager, City Traffic Engineering, City of Placentia
  - Traffic Engineer/Principal-in-Charge, City Traffic Engineering, City of Norwalk
  - Traffic Engineer/Principal-in-Charge, City Traffic Engineering, City of Lakewood
  - Principal-in-Charge, Citywide Signal Safety Improvements, City of Pico Rivera
  - Project Manager, Citywide Traffic Signal System and ITS Components, City of Norwalk
  - Project Manager, Citywide Traffic Signal Study, City of Lakewood
  - Project Director, School Area Traffic and Parking Study, City of Lawndale
  - Principal-in-Charge, Engineering and Traffic Survey, City of Arcadia

Vanessa Munoz, PE, TE, PTOE

Summary Profile
- BS, Civil Engineering, California Polytechnic State University, Pomona
- Professional Traffic Operation Engineer
- Traffic Engineer, California No. 2341
- 17 Years' Experience

Project Role Responsibilities
- As Traffic Design Oversight Engineer, Vanessa Munoz will be responsible for overseeing and approving signing and striping plans, traffic control plans, and traffic signal plans.
- Relevant Project Experience
  - Project Engineer, City Traffic Engineering, City of Brea
  - Deputy City Traffic Engineer, City Traffic Engineering, City of Placentia
  - Project Manager, Citywide Engineering and Traffic Survey, City of Temecula
  - Project Manager, Engineering and Traffic Survey, City of Rancho Palos Verdes
  - Project Engineer, City Traffic Engineering, City of Norwalk
  - City Traffic Engineer, Citywide Traffic Signal Study, City of Paramount
  - City Traffic Engineer, Citywide Traffic Signal System and ITS Components, City of Norwalk
  - Project Manager, Citywide Signal Safety Improvements, City of Pico Rivera
  - Traffic Engineer, 2015 Call for Projects Application, City of South Gate
Robert W. Burch  
**Traffic Designer**

**Summary Profile**
- Extension Courses, Traffic Signal Equipment and Operations and Traffic Signals/Highway Lighting Systems Construction Inspection, University of California, Berkeley
- Post Certified Radar Operator, California State University, Fullerton
- AA Liberal Arts, Mount San Antonio College, Walnut
- 22 Years' Experience

**Project Role Responsibilities**
As Traffic Designer, Robert W. Burch will be responsible for designing signing and striping, traffic control and signal plans; preparing specifications and cost estimates; and providing plan reviews as needed.

**Relevant Project Experience**
- Project Manager, Katella Avenue Signing and Striping Improvements, City of Los Alamitos
- Project Manager, Los Alamitos Boulevard and Florsida Street Improvements, City of Los Alamitos
- Project Manager, Catalina Street Underground Street Lighting, City of Los Alamitos
- Traffic Designer, Richfield Road and Orchard Drive Traffic Signal, City of Placentia
- Traffic Plan Reviewer, City Traffic Plan Review, City of Temecula

Jeffrey Lau, EFF  
**Traffic Designer**

**Summary Profile**
- BS, Civil Engineering, California Polytechnic State University, Pomona
- Engineer-in-Training, California No. 12060
- 11 Years' Experience

**Project Role Responsibilities**
As Traffic Designer, Jeffrey Lau will be responsible for designing signing and striping, traffic control and signal plans; preparing specifications and cost estimates; and conducting engineering and traffic surveys.

**Relevant Project Experience**
- Traffic Designer, Alta Vista Improvements, City of Placentia
- Traffic Designer, Engineering and Traffic Survey (73 Segments), City of Placentia
- Traffic Plan Reviewer, On-Call Traffic Plan Review, City of Brea
- Traffic Designer, Safe Routes to School, Cycle 3, City of Brea
- Traffic Designer, 2015 Metro Call for Projects Application, City of South Gate
- Traffic Designer, HSIP Cycle 6 Application, City of La Puente

Joanne Itagaki  
**Transportation Planner**

**Summary Profile**
- BS, Civil Engineering, California Polytechnic State University, Pomona
- Transportation Demand Management Alternative Work Hours Seminar, Orange County Transportation District
- Transportation Demand Management Ridesharing Seminar
- Doppler Radar Operator
- 30 Years' Experience

**Project Role Responsibilities**
As Transportation Planner, Joanne Itagaki will be responsible for preparing stop sign, parking, crossing guard, and school circulation and access studies; signal warrants analyses; other as-needed studies and analyses, and traffic impact study reviews.

**Relevant Project Experience**
- Transportation Planner, City Traffic Engineering, City of Rancho Palos Verdes
- Transportation Planner, City Traffic Engineering, City of Norwalk
- Traffic Analyst, City Traffic Engineering, City of Lawndale
- Transportation Planner, City Traffic Engineering, City of Long Beach
- Traffic Analyst, Traffic Impact Fee Study, City of South Gate
- Traffic Analyst, Citywide Traffic Signal Study, City of Lakewood

Kevin Custado, EFF  
**Transportation Planning Technical Support**

**Summary Profile**
- BS, Civil Engineering, California Polytechnic State University, Pomona
- 1 Years' Experience

**Project Role Responsibilities**
As Transportation Planning Technical Support, Kevin Custado will be responsible for preparing drawings and exhibits, stop sign, parking, and crossing guard studies and signal warrants analyses.

**Relevant Project Experience**
- Traffic Plan Reviewer, On-Call Traffic Plan Review, City of Brea
- Traffic Analyst, City Traffic Engineering, City of Temecula
- Transportation Planner, Engineering and Traffic Study, City of Temecula
Subconsultant Support

Iteris, Inc.

Willdan will utilize the expertise of Iteris, Inc. for traffic signal system operations. Iteris, Inc. is the market leader in providing traffic information management solutions. Their decades of expertise in traffic management, along with superior services and patented products help detect, measure, and manage traffic and vehicular performance; minimize traffic congestion; and empower our clients with solutions to better manage their transportation networks. The firm is headquartered in Santa Ana. Iteris delivers precise solutions that meet clients' needs and expectations based on core competencies of:

- Traffic Signal Timing and Synchronization
- ITS Planning and Design
- Goods Movement
- System Integration
- Performance Monitoring and Management
- Research and Education
- Road Maintenance Weather Services
- Traveler Information/511

Relevant Project Experience

Laguna Woods Traffic Engineering Services
City of Laguna Woods

Contact: Akram Hindiyeh
City Engineer
(949) 547-0816

Project Staff: Bernard Li, Project Manager; Alicia Yang

Dates: April 2012 – Ongoing

Iteris' main responsibilities are traffic signal system operation. Services include:

- Monitoring traffic signal operations in real-time and adjusting timing to maintain good traffic progressions
- Reviewing scheduled operations on the Centracs traffic signal system to automatically perform maintenance
- Establishing Centracs to automatically gather and store signal operation historical and real-time information
- Verifying that all timings are programmed correctly and all traffic signals are in good working order
- Reporting traffic signal problems and malfunctions to the City's signal maintenance contractor
- Coordinating and verifying that all maintenance work is properly completed by the maintenance contractor
- Maintaining and adjusting traffic signal coordination
- Investigating and recommending improvements
- Coordinating with contractors and modifying signal timings due to roadway construction

On-Call Traffic Engineering Services
City of Irwindale

Contact: William Tam
Director of Public Works/City Engineer
(626) 705-5723

Project Staff: Bernard Li, Project Manager

Dates: 2005 – Ongoing

Iteris serves as the on-call traffic engineer to the City of Irwindale. Services included:

- Monitoring and maintaining traffic signal timings
- Updating traffic signal timing per MUTCD requirements
- Optimizing and implementing traffic signal timing operation along Arrow Highway and Irwindale Avenue
- Preparing and implementing temporary traffic signal timing for Live Oak Rehabilitation
- Performing traffic signal and stop warrant analysis for various intersections
- Reviewing proposed signal timing prepared by the County

5 - Systems/Methods to Provide Cost-Effective Service

Willdan’s approach and methodology ensures the team:

- Fully understands each project requested by the City
- Reviews the scope of work for each project in detail with the City
- Agrees upon the course or extent of the best-suited action
- Proceeds accordingly
- Promotes good team interaction
- Produces quality work products on time and within budget

Project Approach

Willdan utilizes a management approach, whereby each assignment is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment. Our approach to serve the City on this contract is based on our 50-year history of serving public agencies.

For this assignment, Willdan’s Traffic Engineer will be the single point of contact for the City’s staff and will convey all important matters to the project team as appropriate. Our Traffic Engineer will serve the City at City Hall or offsite for up to 20 hours per week. If the City’s needs change, adjustments will be made to accommodate these needs.

Willdan has designated a traffic engineer team to provide as-needed support to the City for specific project/task work orders. The fundamental goal of Willdan’s team is to provide the City with the highest level of support in completing
the as-needed special tasks. This will require close personal coordination between Wilddan and the City. To accomplish this, we will conduct interactive meetings with City staff throughout the course of each assignment to ensure all issues are addressed. Our team has a broad variety of talent and experience in transportation planning, traffic operations, and traffic design. Combined with our understanding of the desired services and our experience with the City of Los Alamitos, Wilddan can assist the City with successful completion of all traffic engineer matters.

Wilddan will commit the appropriate staff to ensure projects, as well as the overall contract, are successful. Our approach is to fully understand each project requested by the City, to review the scope of work for each project in detail with the City, agree on the course or extent of the best-suited action, and proceed accordingly. Having successfully completed many other assignments of this type for the City of Los Alamitos and other agencies in Orange, Riverside, and Los Angeles Counties, Wilddan's proposed team understands City processes and possesses the technical and communication skills that are vital to ensuring each task receives the necessary attention, objectives are met, schedules are adhered to, and each task stays on budget.

Wilddan's management approach has been proven on past assignments for the City to be effective in delivering services on time, within budget, and to the City's satisfaction.

Quality Assurance/Control
Wilddan operates under a company-wide Quality Assurance/Control (QA/C) Program. The key component of this plan is Wilddan's QA/C Manual. This program has proven very effective and successful and is a continuous process that occurs day-to-day. Wilddan's project team will develop a QA/C plan for the projects assigned by the City.

Methodology
Wilddan's methodology focuses heavily on client service and communications. As a firm with a strong public agency orientation, many of our client relationships are long term and ones in which our staff develops intimate familiarity with City staff, since we very often serve as an extension of City staff. As such, it is extremely important that our presence on each assignment is seamless.

Wilddan's staff assigned as extension of city staff on a routine or on-call contract basis, most often work independently of the project team, since they are generally working directly for and with City staff as city staff. In this instance, the project team's role is subservient to the primary assignment and only comes into play on a support basis, or on a project-specific basis, such as for additional services for design of a traffic signal or signing and striping.

Technical Approach
Upon commencement of this assignment, Wilddan's Traffic Engineer, Ms. Ruth Smith, will meet with City staff to discuss the project assignment in more detail. At this time, Wilddan commits to Ms. Smith's availability to the City for up to 20 hours per week. Ms. Smith will be available to work at City Hall or offsite as the City prefers. Based upon the City's needs, Ms. Smith's hours can be adjusted to various combinations to balance coverage of work as well as budgetary considerations. For this contract, the Traffic Engineer will report to the Director of Public Works.

Ms. Smith's approach to the assignment will depend largely upon the specific needs of the City at any given time; however, she will generally start each new task with a discussion with City staff to ensure that she fully understands the task, a determination of any City resources that will be needed, and what Wilddan staff resources will be needed. Should Ms. Smith be needed to work at the City, each day will begin with a review of ongoing work efforts, new work efforts that have been assigned, and discussion with City staff. Since she is accustomed to traffic engineer assignments, many of these efforts will be self-directed, except as otherwise given general or specific direction from the City, as deemed appropriate. At the end of each day, Ms. Smith will review the events of the day, schedule any remaining needed efforts by City staff, and establish a preliminary list of efforts for her next regularly scheduled day at the City.

For work efforts such as project management, technical advice, and preparation of Traffic Commission or City Council agenda items, Ms. Smith will work closely with City staff to coordinate specific tasks and to provide appropriate input when needed. She will make necessary contacts with private developers, other public agencies, and other City departments on an as-needed basis. To more fully understand all issues relating to specific projects, Ms. Smith will research available records at the City, make field reviews as appropriate, and hold discussions with City staff.

The traffic engineer duties may require Ms. Smith to be contacted while not at the City. In such cases, she will routinely check for email and voice messages, both at the City and at Wilddan, as well as be available by cell phone to keep current with ongoing issues and to formulate and deliver timely responses. This may require her to coordinate with or assign work efforts to City or Wilddan staff. Whenever feasible, she will also be available for direct communication while she is away from City offices.
Scope of Services and Task Descriptions

The following presents the scope of work identified in the City’s Request for Proposal and includes, but is not necessarily limited to, the services that Willdan will provide.

Willdan is very familiar with city services typically required in providing traffic engineer services to Southern California cities. We have reviewed the requirements for this contract as presented and find they are consistent with the services we have provided for other cities.

1. Provide traffic engineering services to the City for up to 20 hours per week. Additional hours may be requested on an as-needed basis.

2. Serve and represent the City as City Traffic Engineer, interfacing with the public, staff, and other governmental agencies to address any and all matters relating to proposed traffic/transit plans within and/or affecting the City.

3. Perform the duties of staff liaison and attend all City-held Traffic Commission meetings.

4. Respond to citizen questions, suggestions, complaints, and concerns.

5. Coordinate with the general public regarding traffic engineering issues related to circulation, parking, and access.

6. Assist staff with development of engineering and development policies, regulations, ordinances, and resolutions in relation to traffic issues and standards.

7. Provide traffic engineering design; assist with contract administration; and interact with staff, consultants, the public, community groups, engineers, contractors, and inspectors during all phases of the design and construction of capital improvement projects.

8. Prepare traffic warrants and conduct speed surveys.

9. Review development proposals and conduct studies as appropriate to ensure consistency with city, county and state codes, standards, regulations, ordinances, policies, and statutes.

10. Assist City staff in evaluating the City’s traffic impact fee and determining whether the fee is appropriate or needs adjustment.

11. Assist in the preparation of conditions of approval for proposed development projects.

12. Evaluate and provide recommendations regarding the developer-proposed mitigation measures.

13. Conduct investigations and prepare reports for traffic engineering matters.

14. Attend meetings such as City Council, Planning Commission, and others as requested.

15. Provide an interface with local, regional, and state transportation agencies, including MetroLink, Orange County Transportation Authority, and Caltrans.

16. Perform the duties as the primary traffic engineering contact for the City’s Permit Parking Program and coordinate permit parking and other parking issues with the City’s Police Department.

17. Assist City staff with evaluating the Permit Parking Program and fee schedule to determine whether the fee fully covers cost for program administration costs and if the program should be revised.

18. Develop recommendations and budgets for capital improvement projects or operational corrective measures to mitigate specific concerns.

19. Prepare materials and information for use at various public meetings, as requested.

20. Provide monthly invoices with specific project and activity accounting of hours billed, including direct costs advanced by Willdan.

21. Assist with the completion of the City’s comprehensive general plan update, including finalizing the bike plan, review of certain studies, and completion of the Mobility Element.

22. Assist with specific plans and/or master plans.

23. Coordinate with staff regarding management and implementation of traffic-related grants and programs.

24. Perform traffic-related assignments, as requested.

25. Review traffic detour plans.

26. Review signal maintenance contractor’s monthly invoices.

27. Perform ADT counts.
6 – Evidence of Insurance Coverage
As requested in the City’s Request for Proposal, Willdan herein states that evidence of appropriate insurance coverages will be provided prior to execution of the contract.

7 – Avoidance of Conflicts of Interest
In accordance with the City’s Request for Proposal, to the best of our knowledge, Willdan has made no monetary political contributions to any member of the City of Los Alamitos City Council within the last 10 years.

As a matter of course, Willdan does not provide in-kind service or loans to any council members.

8 – Special Services Available to City
In addition to Willdan’s specialty services listed in Section B, Willdan also offers services in:

<table>
<thead>
<tr>
<th>Disaster Recovery</th>
<th>Street and Storm Drain Clean-Up</th>
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<tbody>
<tr>
<td>One-Stop Building Operation</td>
<td>Removal of Burned Vehicles</td>
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<tr>
<td>Permit Centers</td>
<td>Storm Drain, Street, and Bridge Replacement/Repair</td>
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<td>FEMA Public Assistance</td>
<td>City-Wide Debris Removal Program Management</td>
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<td>Fast Mobilization Response</td>
<td>Near-Term Erosion and Sediment Control Program</td>
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<td>Hazard Mitigation Plan</td>
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<tr>
<th>Design-Build</th>
<th>Bus Routes</th>
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<tr>
<td>Water</td>
<td>Bridges</td>
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<td>Sewer</td>
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<td>Roadway</td>
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<tr>
<th>Structural Engineering</th>
<th>Study/Evaluation</th>
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<td>Study and Analysis</td>
<td>Bridge Preliminary Engineering</td>
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<tr>
<td>Bridge Advance Planning Studies</td>
<td>Bridge Type Selection Report</td>
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<tr>
<td>Bridge Planning/Feasibility Studies</td>
<td>Bridge Preliminary Design</td>
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<td>Bridge Evaluations</td>
<td>Seismic Retrofit Strategy Report</td>
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<td>Bridge Inventory and Operating Rating Study</td>
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<tr>
<td>Bridge Sufficiency Rating Analysis</td>
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<td>Funding Application</td>
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<tr>
<th>Building Safety</th>
<th>Neighborhood Preservation/Improvement Code Enforcement</th>
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<tbody>
<tr>
<td>Plan Review and Inspection</td>
<td>Program Review, Study, and Analysis</td>
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<tr>
<td>Commercial</td>
<td>Ordinance Development of Ordinances</td>
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<td>Residential</td>
<td>Grant Proposal Writing</td>
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<td>Industrial</td>
<td>Neighborhood Cleanup and Improvement Programs</td>
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<td>Medical Schools</td>
<td>Community Education Programs</td>
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<td>Casinos</td>
<td>Educational Material Development</td>
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<td>Correctional Facilities</td>
<td>Graffiti Abatement Program Development/Implementation</td>
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<td>Solar Installations</td>
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<td>Contract Staffing</td>
<td>Vehicle Abatement and Parking Enforcement</td>
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<td>Plan Review</td>
<td>Enforcement Assistance with Prosecution</td>
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<td>Inspection</td>
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<td>Counter Support and Permitting</td>
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<td>Code Enforcement</td>
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<tr>
<td>Building Official</td>
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</tbody>
</table>
City of Los Alamitos

Section D - References

City Engineer References

City Engineer
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723
Contact: Christopher Cash
Public Works Director
(562) 220-2020

Willdan provides city engineer, traffic engineer, agency engineer, water engineer, public works permits/inspection, development review, CIP design/inspection, CDBG administration, grant writing, and NPDES.

City Engineer
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Contact: Michael McConaha
Public Works Manager
(714) 993-8148

Willdan provided city engineer and traffic engineer administration, development review, public works permits and inspection, roadway design, construction management, and long-term planning which includes development of capital improvement plans, improvement districts, safe route planning, and master plans.

Interim Public Works Director
City of La Habra
201 East La Habra Boulevard
La Habra, CA 90633
Contact: Jim Sodro
City Manager
(562) 383-4010

Willdan served as the interim public works director directing and managing development review, public works permits and inspection, plan check, subdivision improvement inspection, capital improvement project design, and construction observation services. Willdan staff attended City Council meetings providing status reports on all city engineering projects.

Traffic Engineer References

City Traffic Engineer
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Contact: Michael McConaha
Public Works Manager
(714) 993-8148

Willdan served as the contract traffic engineer for five years and provided traffic engineering services to the City as needed. Willdan reviewed development projects submitted to the City. Tasks included checking plans and project details regarding on-site circulation and design, project access, parking, and possible off-site impacts; determining if a traffic impact study was required and providing the required elements of the study to the City/developer; following up by reviewing and commenting on the traffic study; meeting with the developer and developer’s civil and traffic engineers, as necessary; approving the final traffic study; and preparing the conditions of development.

City Traffic Engineer
City of Temecula
41000 Main Street
Temecula CA 92590
Contact: Jerry Gonzalez
Associate Engineer - Traffic
(951) 693-3917

As part of our traffic engineering consulting services contract, Willdan serves as the City’s consultant traffic engineer and provides as-needed traffic engineering services. Services include providing technical assistance to City staff; preparing neighborhood traffic plan studies; performing, traffic impact study reviews, warrant analyses, plan reviews, and engineering and traffic surveys to update speed limits; and preparing signing and striping plans. Willdan staff prepares for and makes presentations to the Traffic Commission and at community meetings.

City Traffic Engineer
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275
Contact: Nicole Jules
Deputy Director of Public Works
(310) 544-5275

As part of our traffic engineering consulting services contract, Willdan serves as the City’s consultant traffic engi-
EXHIBIT B
FEE SCHEDULE

City Engineer

<table>
<thead>
<tr>
<th>CITY OF LOS ALAMITOS</th>
<th>Billing Rate</th>
<th>Total Hours</th>
<th>Cost</th>
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<tbody>
<tr>
<td>2015 Engineering Services</td>
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<tr>
<td>City Engineer</td>
<td>$120.00</td>
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<td>Principal</td>
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<td>GIS</td>
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<td>Senior Drafter</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$184,525</strong></td>
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Note: No charge for City Engineer, Dave Hunt, attendance at City Council meetings

Traffic Engineering

<table>
<thead>
<tr>
<th>CITY OF LOS ALAMITOS</th>
<th>Billing Rate</th>
<th>Total Hours</th>
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<tr>
<td>2015 Traffic Engineer Services</td>
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<td>Principal Engineer</td>
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<td>Traffic Engineer</td>
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<td>Senior Engineer</td>
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<td>Associate Engineer</td>
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<td>Traffic Signal Systems Supervisor</td>
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<td>Traffic Signal Systems Specialist</td>
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<td><strong>Total</strong></td>
<td><strong>$110,200</strong></td>
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SUMMARY

This agenda item is a contract extension for management of Race on the Base.

RECOMMENDATION

Authorize the Mayor to execute Amendment 2 for a one-year contract with RUN Racing, LLC. for professional race management services for the Race on the Base.

BACKGROUND

Race on the Base is a year-round planning and coordinating effort and involves the dedication of Recreation and Community Services full-time and part-time staff to prepare for the event.

With the assistance of a professional race management team, the race has expanded in the amount of events offered, outreach and contacts for marketing purposes. Each year, major improvements are made to elevate the status, prestige and attendance of the race. The past eight years’ races, RUN Racing, LLC. (formerly International City Racing) was the selected race management company. The Race on the Base’s strong reputation has assisted in putting Los Alamitos “on the map” in regards to running/triathlon events and has become an attractive event to participants and large race management firms.

For the upcoming 2020 Race on the Base, the following events will be included: Honoring Our Fallen 5K Run/Walk to Remember, 10K Run, 10K Wheelchair/Handcycle Race, Southland Credit Union Glow in the Dark Whimsical Fun Run, 95.9 The Fish Reverse Triathlon and Jr. Reverse Triathlon.

DISCUSSION

For the 2018 Race on the Base, staff researched and solicited bids from several race management companies with the reputation, capability and consistency of managing the
Race on the Base for the next few years. The approach to this RFP was to seek a partner to provide race expertise and staff support in the planning, preparation and execution of the event. Seven companies were contacted and three companies provided bids with RUN Racing being the lowest. City Council awarded the original one-year contract with two possible additional one-year extensions in October 2017.

Staff is recommending that the City Council authorize the City Manager to execute the contract extension for race management services with RUN Racing, LLC. for the second of the one-year optional extensions.

**FISCAL IMPACT**

The RUN Racing, LLC race management services for the Race on the Base in 2020 is a base contract amount of $20,000, plus 20% commission of acquired vendors and sponsors that are new to the Race on the Base. This contract will be paid out of account 10-558-5353, which has a total budget of $166,842 in Fiscal Year 2019-2020.

All potential fees paid to RUN Racing, LLC. are offset by revenue (revenue account 10-4553) generated by participants and vendors from the Race on the Base. The greater the number of vendors and sponsors secured by RUN Racing, the more revenue is generated for the race management company as well as the City.

Submitted By: Emeline Noda, Recreation Manager
Fiscal Impact Reviewed By: Eric Hendrickson, Finance Director
Approved By: Bret M. Plumlee, City Manager

Attachment: 1. Contract Extension #2 with RUN Racing, LLC
AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
RUN Racing, LLC.

This Amendment No. 2 to Professional Services Agreement (“Amendment”) is made and entered into on this 1st day of May, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, RUN Racing, LLC., a limited liability company (“Consultant”).

RECITALS

A. “City and Consultant entered into that certain Professional Services Agreement for race management services on November 21, 2017, which was amended by that certain Amendment No. 1 to Professional Services Agreement, dated July 3rd, 2018. City and Consultant desire to amend the Agreement to extend the term of agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Consultant mutually agree as follows:

1. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4 “Expiration Date”: March 30, 2020

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By:_______________________________
   Bret Plumlee
   City Manager

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By:_______________________________
   Michael S. Daudt
   City Attorney

ATTEST:

By:_______________________________
   Windmera Quintanar, MMC
   City Clerk

“Consultant”
RUN Racing, LLC.

By:_______________________________
   Robert Seagren, Owner

By:_______________________________
   Leti Abrego, Controller
SUMMARY

This report recommends approval resolution No. 2019-16 – Proposition 68 Grant for Recreation Infrastructure.

RECOMMENDATION

Adopt Resolution No. 2019-16 entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS”.

BACKGROUND

California Proposition 68, the Parks, Environment, and Water Bond, was on the ballot in California as a legislatively referred bond act on June 5, 2018 and received voter approval. The vote supported the measure to authorize $4 billion in general obligation bonds for state and local parks, environmental protection projects, water infrastructure projects, and flood protection projects.

DISCUSSION

Staff will be applying for Proposition 68 funding for recreation infrastructure. This is a “per capita” grant that is approximately $200,000 or more in funding available per agency. The Parks, Recreation & Cultural Arts Commission recommended applying for the following three projects:

1. Laurel Park Tennis Courts Project – includes re-surfacing of the tennis courts and converting one tennis courts into four permanent pickleball courts, replace mesh fencing, and new benches and trash receptacles.
2. Labourdette Park Project – project is currently on the 2019-2020 Capital Improvement Project (CIP) list. If project is funded by Proposition 68, money may be reallocated for other CIP projects.

3. Little Cottonwood Softball Diamond Project – includes rehab of the ball diamond and chain link fencing surrounding the ball diamond.

Next steps in the grant process will include the application process including the scope of work. Notification for awarding of the projects will be approximately the end of 2019. If the Proposition 68 grant is awarded for the Labourdette Park Project, the CIP funds budgeted in FY 2019-2020 will be reallocated to other projects.

**Fiscal Impact**

A matching 20% is required for the per capita grant and can be allocated from Park Development Funds expected to be received in Fiscal Year 2019-2020.

Submitted By: Ron Noda, Recreation Manager
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director
Approved by: Bret M. Plumlee, City Manager

Attachment: 1. Resolution 2019-16
RESOLUTION NO. 2019-16

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee’s Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

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

SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct.

SECTION 2. The City Council of the City of Los Alamitos, California, approves the filing of project application(s) for Per Capita program grant project(s).

SECTION 3. The City Council of the City of Los Alamitos, California, certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s).

SECTION 4. The City Council of the City of Los Alamitos, California, certifies that the grantee has or will have sufficient funds to operate and maintain the project(s).

SECTION 5. The City Council of the City of Los Alamitos, California, certifies that all projects proposed will be consistent with the park and recreation element of the City of Los Alamitos Strategic Plan (PRC §80063(a)).

SECTION 6. The City Council of the City of Los Alamitos, California, certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
SECTION 7. The City Council of the City of Los Alamitos, California, certifies that it will comply with the provisions of §1771.5 of the State Labor Code.

SECTION 8. The City Council of the City of Los Alamitos, California, agrees that it will adhere to PRC §80001(b)(8)(A-G)). To the extent practicable, as identified in the “Presidential Memorandum—Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the City of Los Alamitos will consider a range of actions that include but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

SECTION 9. The City Council of the City of Los Alamitos, California, agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities. (PRC §80001(b)(5)).

SECTION 10. The City Council of the City of Los Alamitos, California, certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures. (PRC §80062(d)).

SECTION 11. The City Council of the City of Los Alamitos, California, certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide.
SECTION 12. The City Council of the City of Los Alamitos, California, delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s).

SECTION 6. The City Council of the City of Los Alamitos, California, agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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

**PASSED, APPROVED, AND ADOPTED** this 20th day of May, 2019.

_____________________________
Warren Kusumoto, Mayor

ATTEST:

_____________________________
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____________________________
Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of May, 2019, by the following vote, to wit:

AYES:  COUNCILMEMBERS: 

NOES:  COUNCILMEMBERS: 

ABSENT:  COUNCILMEMBERS: 

ABSTAIN:  COUNCILMEMBERS: 

_____________________________
Windmera Quintanar, MMC, City Clerk
City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2019    ITEM NUMBER: 10G

To: Mayor Warren Kusumoto & Members of the City Council

Presented By: Eric Hendrickson, Finance Director

Subject: Amendment No. 7 to Professional Services Agreement with Scientia Consulting Group for Information Technology Support Services

SUMMARY

The purpose of this report is to amend the Professional Services Agreement with Scientia Consulting Group, extending the term to June 30, 2020, for information technology support services.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 7 to the Professional Services Agreement with Scientia Consulting Group.

BACKGROUND

The City of Los Alamitos has utilized the Scientia Consulting Group for information technology (IT) support services since 2011. The term of the original agreement was through June 30, 2013, which included six one-year extensions of the Professional Services Agreement.

DISCUSSION

Since entering into a contract with Scientia, the City has realized a savings in the cost of IT service while benefiting from Scientia’s proactive approach and broad spectrum of expertise. Extension of the agreement for IT support services ensures the containment of costs, promotes continuity by keeping the service in place, and gives staff the opportunity to further evaluate the scope of services for possible future savings. Based on the efficiency and expertise provided by Scientia Consulting Services, it is recommended that City Council approve Amendment Number 7 to the Scientia Professional Services Agreement to extend the term of the agreement for an additional year to June 30, 2020 with no increases to the fee schedule.
The City successfully migrated through a complex Computer Aided Dispatch/Records Management System (CAD/RMS) replacement project and the transition to the new system required intricate knowledge of the City’s network configurations as well as work flow, which Scientia took the lead on providing for the City. Scientia also provides technical support to West-Comm which facilitates familiarity and efficiency. West-Comm and the three cities that are in the Joint Powers Authority have been satisfied with Scientia’s technical support. Scientia increased the service contract rate in June 2018 to $5,871/month. At this time, there is no increase requested to the fee schedule. With the continuity of IT services being critical, staff recommends extending the service agreement for a seventh time.

**FISCAL IMPACT**

The proposed budget for Fiscal Year 2019-20 includes $75,000 (account 53-512-5260) for the Information Technology Support Services Agreement, which includes sufficient funds for the contract. The budget provides for the remote 24-7 monitoring of our network and an on-site technician for sixty (60) hours per month. The remote monitoring of our network is included in the agreement at no cost to the City.

Submitted By: Eric Hendrickson, Finance Director  
Approved By: Bret M. Plumlee, City Manager

*Attachments: 1. Amendment No. 7 – Scientia Consulting Group  
2. Professional Services Agreement - Scientia Consulting Group*
AMENDMENT No. 7 TO PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos and Scientia Consulting Group)

This Amendment No. 7 ("Amendment") to Professional Services Agreement is made on this 20th day of May, 2019 at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Avenue, Los Alamitos, California 90720 ("City") and Scientia Consulting Group, 1591 S. Sinclair Street, Suite B, Anaheim, California 92806 ("Contractor").

RECITALS

A. City and Contractor entered into that certain Professional Services Agreement for Information Technology Support Services on June 29, 2011, as subsequently modified by Amendments Nos. 1-6 (collectively, the "Agreement"), incorporated herein by this reference.

B. The Agreement will expire on June 30, 2019 unless extended by written agreement of the City and Contractor.

C. City and Contractor desire to amend the Agreement to extend its term by one year, to June 30, 2020.

D. City and Contractor desire to amend Exhibit B - Approved Fee Schedule to modify fees for Regular IT Support.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section 3.4 of the Agreement is hereby amended and restated to read as follows:

   3.4 "Expiration Date": June 30, 2020

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.
Professional Services Agreement
City of Los Alamitos / Scientia Consulting Group

"City"
City of Los Alamitos
By: Warren Kusumoto, Mayor

"Corporation"
Scientia Consulting Group
By: Phillip Danie, Chief Executive Officer

By: Marisela Rios, Chief Financial Officer

Attest:
By: Windmera Quintanar, CMC, City Clerk

Approved as to form:
By: Michael S. Daudt, City Attorney
PROFESSIONAL SERVICES AGREEMENT  
(City of Los Alamitos / Scientia Consulting Group.)  

1. IDENTIFICATION  
   
   THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by  
   and between the City of Los Alamitos, a California municipal corporation ("City") and Scientia  
   Consulting Group, a California Corporation ("Consultant").  

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

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

3. DEFINITIONS  
   
   3.1 "Scope of Services": Such professional services as are set forth in Consultant’s  
   May 16, 2011 proposal to City attached hereto as Exhibit A and incorporated  
   herein by this reference.  
   
   3.2 "Approved Fee Schedule": Such compensation rates as are set forth in  
   Consultant’s May 16, 2011 fee schedule to City attached hereto as Exhibit B and  
   incorporated herein by this reference.  
   
   3.3 "Commencement Date": July 1, 2011.  
   
   3.4 "Expiration Date": June 30, 2013.  

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

5. CONSULTANT'S SERVICES  
   
   5.1 Consultant shall perform the services identified in the Scope of Services. City  
   shall have the right to request, in writing, changes in the Scope of Services. Any
such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred thousand dollars ($100,000) unless specifically approved in advance and in writing by City.

5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.

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

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

5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Chief Technology Officer Tom Bruce shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. COMPENSATION

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.
10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other costs and fees of litigation.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.
10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

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

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.1.3 Worker’s Compensation insurance as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).

11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant’s expense.
11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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

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

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

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

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

**If to City**

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

With courtesy copy to:

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

**If to Consultant:**

Scientia Consulting Group  
1591 S. Sinclair Street, Suite B  
Anaheim, CA 92806  
Telephone: (877) 444-3108  
Facsimile: (714) 917-3113

16. **SURVIVING COVENANTS**

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

17. **TERMINATION**

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

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

18. **GENERAL PROVISIONS**

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

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

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

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the
simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Los Alamitos

By: KENNETH STEPHENS, MAYOR
Date: 06-20-11

"Consultant"
Scientia Consulting Group

By: Phillip Danie, Chief Executive Officer
Date: 6-29-11

By: Tom Bruce, Chief Technical Officer
Date: 6-29-11

Attest:

By: Adria M. Jimenez, CMC, City Clerk
Date: 06-20-11

Approved as to form:

By: Sandra J. Levin, City Attorney
Date: 06-20-11
EXHIBIT A
SCOPE OF WORK

The Scientia Consulting Group shall provide "Regular IT Support" which includes, but is not be limited to the following:

1. Help Desk Support (including any off-site computers and Police mobile data computers).
   - Software related issues (Application Support)
   - Hardware related issues (Servers/Workstations/Mobile Data Computers)

2. Network Administration
   - Network Access
   - Network Printing
   - Network Resource Access
   - Email Administration
   - Documentation
   - Server Maintenance
   - Firewall Administration Support

   - Operating System Upgrades
   - Application Upgrades
   - Hardware Upgrades
   - Operating System Updates/Patches (Server/Workstation)

4. Filtering/Protection
   - Virus Protection Administration
   - SPAM Filtering Administration

5. Administer the City's computer backup system

6. Resolve any issues with City's IT infrastructure.

7. Answer IT related questions from City staff.

8. Work with other IT consultants/vendors to resolve issues with software and hardware and for the implementation of City's IT projects.

9. Attend meetings when requested by City staff.

10. Provide City with recommendations on how to improve IT infrastructure, use technology to automate processes, and implement new technology.

11. Participate in City's budget process when requested.
12. Provide City with quotes from other vendors for IT purchases when requested.

13. Provide the Sentinel for managing the City's computing infrastructure.
EXHIBIT B
APPROVED FEE SCHEDULE

Regular IT Support as defined in the Scope of Services shall be billed at ninety-five dollars ($95.00) per hour.

IT Support above the estimated sixty (60) hours per month (Regular IT Support) will be billed at the same hourly rate of ninety-five dollars ($95.00) per hour during regular hours. Any hours outside of the normal work-week will be billed at a 2-hour minimum charge. Recognized state and federal holidays will be billed at an hourly rate of ninety-five dollars ($95.00) with a 2-hour minimum charge.

Additionally, two hours per month of off-site monitoring will be provided at no charge. Any unused remote IT support hours each month, will be rolled over into the next month into a support bank for use at a later date. The IT rollover support bank resets after each full year based on the signing date of the contract.
SUMMARY

This report recommends approval of the Professional Service Agreement with Long Beach Soccer Referee Association to provide soccer officials for the City’s adult soccer leagues for two years - May 2019 to April 2021.

RECOMMENDATION

Authorize the Mayor to execute the Professional Service Agreement with Long Beach Soccer Referee Association.

BACKGROUND

The City of Los Alamitos has utilized the services from Long Beach Soccer Referee Association (L.B.S.R.A.) for the past fifteen years. L.B.S.R.A. provides soccer officials for the Recreation & Community Services Department’s soccer leagues. The City completed Requests for bids several times during the past fifteen years with L.B.S.R.A. presenting the lowest bid.

FISCAL IMPACT

The service rendered by Long Beach Soccer Referee Association will not exceed an annual amount of $9,000.00. There is a sufficient budget of $11,660 in account 10-556-5359 for Fiscal Year 2019-2020.

Submitted By: Ron Noda, Recreation Manager
Fiscal Impact Reviewed By: Eric Hendrickson, Finance Director
Approved By: Bret M. Plumlee, City Manager
Attachments: 1. P.S.A. for Long Beach Soccer Referee Association
PROFESSIONAL SERVICES AGREEMENT
Long Beach Soccer Referee Association (LBSRA)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 20th day of May, 2019 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and Long Beach Soccer Referee Association (LBSRA) a soccer referee assigning company, ("Firm"). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RE bâtals

A. City has determined that it requires the services of a qualified firm to provide certified soccer officials ("Project").

B. Firm has submitted to City a written proposal, dated March 27, 2019, to provide and assign soccer officials for the City of Los Alamitos soccer leagues and tournaments for the Project.

C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the March 27, 2019 Proposal, attached hereto as Exhibit “A” ("Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.
1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2nd) the Scope of Services.

1.2 Compliance with Law. All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency of competent jurisdiction. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits. Prior to performing any Project Services, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Firm to perform the Project Services. Firm shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Firm's performance of the Project Services, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 Familiarity with Work. By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Firm shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

1.6 Non-Exclusive Agreement. Firm acknowledges that City may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Firm further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.
2. **COMPENSATION**

2.1 **Maximum Contract Amount.** Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed Nine Thousand Dollars ($9,000). The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

2.2 **Method of Payment.** In any month in which Firm wishes to receive payment, Firm shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 **Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm’s profession.

2.4 **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. **SCHEDULE OF PERFORMANCE**

3.1 **Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Firm is an essential condition of this Agreement.

3.2 **Schedule of Performance.** Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.
3.3 **Force Majeure.** The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 **Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of two years, ending on April 30, 2021, unless extended by mutual written agreement of the Parties.

4. **COORDINATION OF PROJECT SERVICES**

4.1 **Firm’s Representative.** The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Larry Yee. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 **City’s Contract Officer.** The City’s Contract Officer shall be Ron Noda, Recreation Manager, and is subject to change by the City Manager. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is
permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Firm shall at all times be under Firm’s exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City’s offices. City shall have no voice in the selection, discharge, supervision, or control of Firm’s officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers’ compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm’s officers, employees, representatives, agents,
or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Firm shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Firm or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Firm and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Firm shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Firm’s existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm’s profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.
5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

5.2.1.2 If the PLI policy is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best’s Key Rating.
Guide, except that the City will accept workers’ compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 **Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 **CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 **Additional Insured.** The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 **Additional Insured Endorsements.** Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.2.2 **Primary and Non-Contributing Insurance.** Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 **Notice of Cancellation.** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will
be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 **Deductibles andSelf-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City's sole and absolute discretion.

5.6 **Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm shall promptly furnish, at City’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 **Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 **Renewal/Replacement Policies.** At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 **Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for payments of damages to persons or property.

5.8 **Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the City to inform Firm of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 **Insurance for Subconsultants.** Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm’s insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding
the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 **Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Firm and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Firm’s obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.
6. **INDEMNIFICATION**

To the fullest extent permitted by law, Firm shall defend (at Firm’s sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively “Claims”) in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm’s indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. **REPORTS AND RECORDS**

7.1 **Records.** Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 **Reports.** Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use.
Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City’s consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Firm, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.
8.6 Termination for Default of Firm.

8.6.1 Firm’s failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Firm fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Firm shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City’s right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Firm to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Firm shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm’s liability for completion of the Project Services as provided herein.

8.7 Attorneys’ Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys’ fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Firm or to its successor, or for
breach of any obligation of the terms of this Agreement.

9.2 **Covenant Against Discrimination.** Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. **MISCELLANEOUS PROVISIONS**

10.1 **Confidentiality.** Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 **Patent and Copyright Infringement.**

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm’s expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm will not indemnify City if the suit or claim results from City’s alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm’s consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm’s expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 **Notices.** Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if
mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – Long Beach Soccer Referee Association.

To City: Ron Noda, Recreation Manager  
City of Los Alamitos  
3191 Katella Ave.  
Los Alamitos, CA 90720  
Rnoda@cityoflosalamitos.org

With copy to: Michael S. Daudt, City Attorney  
Woodruff, Spradlin & Smart  
555 Anton Blvd., Suite 1200  
Costa Mesa, CA 92626  
mdaudt@wss-law.com

To Firm: Long Beach Soccer Referee Association  
Walter Renken, President  
12654 Molette Street  
Norwalk, CA 90650  
walterrenken@live.com

10.4 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.5 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.6 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties’ successors and assignees.

10.7 Third Party Beneficiary. Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.8 Recitals. The above-stated Recitals are hereby incorporated into the Agreement as
though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.9 **Prevailing Wages.** Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 **Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”
City of Los Alamitos

By:________________________________________
Bret M. Plumlee
City Manager

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By:________________________________________
Michael S. Daudt
City Attorney

ATTEST:

By:________________________________________
Windmera Quintanar, MMC
City Clerk

“Firm”
Long Beach Soccer Referee Association (LBSRA)

By:________________________________________
Walter Renken
President

By:________________________________________
Lee Harmon
Treasurer
EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: March 27, 2019

Consultant (L.B.S.R.A.) will perform the following soccer officials assigning for the City of Los Alamitos Adult Soccer Leagues:

- Consultant will obtain annually a City of Los Alamitos business license.
- Consultant will provide soccer refereeing services primarily at Oak Middle School, 10821 Oak Street; McAuliffe Middle School, 4112 Cerritos Avenue; and other sites as needed.
- Consultant will provide one or two certified soccer officials per game for 7v7 soccer, one certified soccer official for indoor soccer, and either two or three soccer officials for 11 v l1 soccer.
- Consultant will provide certified soccer officials that are in proper uniform, interpret all protest, fill out any required paperwork detailing any incidents, and arrive and check with City staff a minimum of ten minutes prior to the start of the games.
- Consultant waives any soccer official fees if any games are cancelled within two hours of the first game time due to weather or City's business. City will pay the assigning fee.
- In an event of a team forfeit, City shall attempt to provide a minimum of twenty-four (24) hours notice where soccer official fees are waived. City will pay the assigning fee.
- In an event of a team forfeit and the City provides a minimum of seventy-two (72) hours notice, soccer official fees and assigning fees are waived.
- The City will reschedule any games that are affected by the tardiness or absence of the soccer officials and all assigning fees and soccer official fees are waived by the Consultant. Tardiness is considered 15 minutes after the scheduled start of the game.
- Officials will be paid at the field directly by the teams.
- Assigning fees and any forfeits will be invoiced by the Consultant to the City on a monthly basis.
- The City has the rights to request the removal of officials from its league at the City's sole discretion.
EXHIBIT “B”

FIRM’S PROPOSAL/ APPROVED FEE SCHEDULE

DATED: March 27, 2019

Long Beach Soccer Referee Association will be paid for soccer officials assigning services according to the following schedule:

- One (1) game official will be paid $28.00 per game out at the field for any futsal or 7v7 matches. Each team will pay the official $14.00 at the field per game. No official assigning fee will be paid.

- Where there are two (2) game officials, the total for both officials will be $40.00 per game out paid at the field for any futsal or 7v7 matches. Each team will pay $20.00 at the field per game. A $4.00 per official assigning fee will be paid.

- Where there are two (2) game officials, the total for both officials will be $90.00 per game paid out at the field for any 11 v 11 matches. Each team will pay the official $45.00 at the field per game. A $4.00 per official assigning fee will be paid.

- Where there are three (3) game officials, the total for all three officials will be $120.00 per game paid out at the field for any 11 v 11 matches. Each team will pay the officials $60.00 at the field per game. A $6.00 per game assigning fee will be paid.

TOTAL AMOUNT not to exceed= a total of $9,000 for one year.
City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2019 ITEM NUMBER: 10I

To: Mayor Warren Kusumoto & Members of the City Council

Presented By: Emeline Noda, Recreation Manager

Subject: Recreation Brochure Printing Contract

SUMMARY

This agenda item is a contract for the printing of the quarterly Recreation and Community Services Recreation Brochure.

RECOMMENDATION

Authorize the Mayor to execute a three-year contract in an amount not to exceed $13,000 per year with SCNG Printing to provide the printing of the Recreation and Community Services Recreation Brochure.

BACKGROUND

The Recreation and Community Services Recreation Brochure provides a comprehensive listing of classes, programs, and events offered by the City. The brochure is mailed each quarter to all Los Alamitos and Rossmoor residents. Eleven thousand two hundred fifty (11,250) copies of the 24-page (28-page for summer only) brochure will be printed four times per year. The brochure is the primary advertising media for the Recreation and Community Services Department. This agenda item seeks approval to enter into a three-year contract with SCNG Printing, a professional printing company.

DISCUSSION

The high quality printed product produced by SCNG Printing is recognized by multiple agencies offering similar recreational brochures from surrounding communities.

Staff provided the following list of bid specifications:

Quantity: 11,250 copies printed four (4) times per year (quarterly)
Pages: 20 page + cover (Book type) (Summer edition to add 4 additional pages)
Ink Colors: Text 4/4  Cover 4/4
Artwork: Provided by graphic designer via CD or FTP upload
Trim Size: 8 3/8" x 10 7/8"
Paper: 70# Gloss Book
Art Work: Furnished by contracted designer
Proofs: You will furnish proofs for signature prior to printing
Binding: Saddle Stitch on 10 7/8” side, carton pack
Packaging: Carton Pack
Delivery: To Recreation & Community Services Department (10911 Oak Street, Los Alamitos, CA 90720) within 1 week of receiving artwork.

Five (5) qualified proposals were received from 26 companies that were sent the bid specifications. Several Los Alamitos companies were sent the information, however, the lowest qualified bid was received from SCNG Printing, and it is recommended that the contract for the printing of the brochure be continued with this firm. This contract is not to exceed $13,000 annually.

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCNG Printing</td>
<td>12,566.83</td>
</tr>
<tr>
<td>Weber Printing</td>
<td>13,797.36</td>
</tr>
<tr>
<td>Queen Beach Printers, Inc.</td>
<td>15,500.00</td>
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<tr>
<td>Creel Printing</td>
<td>16,935.35</td>
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<td>Advantage Printing</td>
<td>19,084.32</td>
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<tr>
<td>Gibraltar Graphics Inc.</td>
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<tr>
<td>Southwest Offset Printing</td>
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</tr>
<tr>
<td>San Dieguito Printers</td>
<td>No response</td>
</tr>
<tr>
<td>Image Solutions Print &amp; Mail</td>
<td>No response</td>
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<tr>
<td>The PM Group</td>
<td>No response</td>
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<tr>
<td>PSB Integrated Marketing</td>
<td>No response</td>
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<tr>
<td>Community Mailers &amp; Printers</td>
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<tr>
<td>United Direct Marketing</td>
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<tr>
<td>ABC Press</td>
<td>No response</td>
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<tr>
<td>Anaheim Community Publishing</td>
<td>No response</td>
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<tr>
<td>Beth Marie Advertising &amp; Design</td>
<td>No response</td>
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<tr>
<td>CopyGroup</td>
<td>No response</td>
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<tr>
<td>Direct Graphics</td>
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<tr>
<td>Faubel Public Affairs</td>
<td>No response</td>
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<tr>
<td>Jonathan Price Design</td>
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<tr>
<td>Media Lithographics</td>
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<tr>
<td>Pac Litho</td>
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<tr>
<td>PrintAgent.com</td>
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</tr>
<tr>
<td>Trend Offset Printing (Los Alamitos)</td>
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<tr>
<td>VQS Enterprises, Inc.</td>
<td>No response</td>
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<tr>
<td>Weidenhoefer Design Studio</td>
<td>No response</td>
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</tbody>
</table>
SCNG Printing, Inc. has been in the business since 1991 providing printing, advertising and brochures for many large companies, cities and organizations. Staff is pleased with the quality of work provided and the professional demeanor of the employees through the contract process.

**FISCAL IMPACT**

The cost to print the Recreation and Community Services Recreation Brochure is $3,073.55 per issue ($3,046.18 for the expanded summer issue), not to exceed $13,000 annually. Funds for the printing will come from the Recreation Brochure Budget (account 10-551-5237) in the Fiscal Year 2019-2020 budget.

Submitted By: Emeline Noda, Recreation Manager
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director
Approved by: Bret M. Plumlee, City Manager

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / SCNG Printing)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 1st day of July 2019 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and SCNG Printing, a printing company. ("Firm"). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide printing. ("Project").

B. Firm has submitted to City a written proposal, dated March 20, 2019, to provide printing services.

C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the Activities Guide Printing Quote, dated March 19, 2019, attached hereto as Exhibit “A” ("Scope of Services" and/or "Project Services"). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope
of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2nd) the Scope of Services.

1.2 Compliance with Law. All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency of competent jurisdiction. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits. Prior to performing any Project Services, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Firm to perform the Project Services. Firm shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Firm's performance of the Project Services, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 Familiarity with Work. By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Firm shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

1.6 Non-Exclusive Agreement. Firm acknowledges that City may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Firm further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.
2. **COMPENSATION**

2.1 **Maximum Contract Amount.** Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed thirteen thousand ($13,000). The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

2.2 **Method of Payment.** In any month in which Firm wishes to receive payment, Firm shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 **Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm’s profession.

2.4 **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. **SCHEDULE OF PERFORMANCE**

3.1 **Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Firm is an essential condition of this Agreement.

3.2 **Schedule of Performance.** Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.

3.3 **Force Majeure.** The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or
negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of July 1, 2019, ending on June 30, 2021 unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Stella Martinez. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be Emeline Noda as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly
employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Firm shall at all times be under Firm’s exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City’s offices. City shall have no voice in the selection, discharge, supervision, or control of Firm’s officers, employees, or agents, or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers’ compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm’s officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless City from and against all such financial obligations.
4.5 **PERS Eligibility Indemnification.**

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Firm shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Firm or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Firm and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. **INSURANCE**

5.1 **Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Firm shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Firm’s existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to do so.

5.2 **Types of Insurance Required.** As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 **Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm’s profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must
“pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

5.2.1.2 If the PLI policy is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 **Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.3 **Acceptability of Insurers.** Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best’s Key Rating Guide, except that the City will accept workers’ compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Firm
agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 Additional Insured. The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City’s sole and absolute discretion.
5.6 **Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 **Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 **Renewal/Replacement Policies.** At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 **Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for payments of damages to persons or property.

5.8 **Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the City to inform Firm of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 **Insurance for Subconsultants.** Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.
5.10 **Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Firm and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Firm’s obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Firm shall defend (at Firm’s sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited
to property or persons, including wrongful death, (collectively “Claims”) in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm’s indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. **REPORTS AND RECORDS**

7.1 **Records.** Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 **Reports.** Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

7.4 **Release of Documents.** Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Firm, its
employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. **ENFORCEMENT OF AGREEMENT**

8.1 **California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City’s consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 **Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 **Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 **Termination Prior to Expiration of Term.** City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Firm, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 **Termination for Default of Firm.**

8.6.1 Firm’s failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such
default. If such default is capable of being cured, Firm shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Firm fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Firm shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Firm to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Firm shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm's liability for completion of the Project Services as provided herein.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys’ fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or
ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm’s expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm will not indemnify City if the suit or claim results from City’s alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm’s consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm’s expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – SCNG Printing.
10.4 **Entire Agreement: Amendments in Writing.** This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.5 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.6 **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties’ successors and assignees.

10.7 **Third Party Beneficiary.** Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.8 **Recitals.** The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
10.9 **Prevailing Wages.** Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 **Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"City"
City of Los Alamitos

By: __________________________
    Bret M. Plumlee
    City Manager

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By: __________________________
    Michael S. Daudt
    City Attorney

ATTEST:

By: __________________________
    Windmera Quintanar, MMC
    City Clerk

"Firm"
SCNG Printing

By: __________________________
    Estella Martinez
    Commercial Print Specialist

By: __________________________
    Greg Engler
    Director of Operations
EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: March 20, 2019

Consultant will perform the following services for the Fall 2019-Summer 2022 Activities Guides:

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

The current order is for 2019 Fall brochure-2022 Spring brochure: $13,000 each year.
SUMMARY

This item is to consider extending the agreement for bus shelters and maintenance with Clear Channel Inc., for bus shelters and maintenance services. The current Professional Services Agreement (PSA) will expire on June 7, 2019, but can be extended by mutual agreement up to five times. This is consideration of a fourth extension.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 4 of the PSA with Clear Channel Inc., a Delaware Corporation, for bus shelters and maintenance services.

BACKGROUND

The City of Los Alamitos entered into an Agreement with Clear Channel Communications Inc. in 1991, to construct and maintain bus shelters within the City of Los Alamitos. This agreement expired in 2004.

In 2005, the City removed the existing City-owned bus shelters due to their age. The City Council held extensive public hearings and as a result determined that there was a need for replacement shelters, placed in pre-determined locations. Through community hearings, the City Council selected the style and location of the shelters. City staff subsequently prepared and distributed an RFP to companies interested in providing these shelters at no cost. As a result, the City of Los Alamitos entered into a new agreement on June 7, 2006 with Clear Channel to allow advertising for ten (10) years with the option of five additional one (1) year extensions, available upon mutual agreement. This request represents the fourth amendment/extension.

The agreement established 19 new bus shelters with advertising that Clear Channel purchased and installed at no cost to the City. These shelters provide no annual
revenue to the City, but does allow the City a limited use of advertisement space at no cost. Clear Channel maintains the shelters and benches twice weekly, keeping them free of litter, graffiti, debris, etc., and will sweep, clean, and empty trash receptacles as often as necessary to keep them functional and not a nuisance.

**DISCUSSION**

City Staff is pleased with Clear Channel and its attentiveness to issues that may arise. The Shelters are kept clean and graffiti free. The city has taken advantage of the free advertisement provided to the City, promoting Race on the Base, summer day camps, and the National Pollutant Discharge Elimination System (NPDES) advertisement posters. City Staff, along with Clear Channel, would like to recommend consideration of continuing services with Clear Channel Inc., to provide Bus Shelters and maintenance services with the third of five possible contract extensions.

**FISCAL IMPACT**

There is no additional fiscal impact to the City by extending the contract terms.

Submitted by: Les Johnson, Development Services Director  
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director  
Approved by: Bret M. Plumlee, City Manager

*Attachments:*  
1. Amendment No. 4 between the City and Clear Channel Inc.  
2. Original PSA between the City and Clear Channel Inc.
AMENDMENT No. 4 TO BUS SHELTER LICENSE AND MAINTENANCE AGREEMENT

[City of Los Alamitos and Clear Channel Outdoor, Inc.]

This Amendment No. 4 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 20th day of May, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), 19320 Harborgate Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Original Agreement”), which is incorporated herein by this reference.

B. Section 3.1.2 of the Agreement provides for an initial agreement term of ten (10) years, with the right to renew for up to Five (5) one-year extensions.

C. By separate amendments, City and Contractor have previously agreed to renew the Agreement for three (3) of the five (5) one-year extensions.

D. City and Contractor desire to exercise the fourth of the five one-year extension options per Section 3.1.2 of the Agreement by executing this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. City and Contractor acknowledge and agree that City and Contractor have duly exercised the fourth of the five one-year extensions of the Agreement as set forth in Section 3.1.2 thereof. The effective term of the Agreement is hereby extended to June 6, 2020.

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

“City”  
City of Los Alamitos

By:___________________________  
Warren Kusumoto  
Mayor

APPROVED AS TO FORM
Woodruff, Spradlin & Smart, APC

By:___________________________  
Michael S. Daudt  
City Attorney

ATTEST:

By:___________________________  
Windmera Quintanar, MMC  
City Clerk

“Contractor”  
Clear Channel Outdoor, Inc.

By:___________________________  
Greg McGrath  
Senior Vice President and  
Regional President, Southern  
California
1. Parties and Dates.

This Bus Shelter License and Maintenance Agreement ("Agreement") is made and entered into this 7th day of June, 2006 ("Effective Date"), by and between the City of Los Alamitos, California, a municipal corporation of the State of California ("City") and Clear Channel Outdoor, Inc., a Delaware corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals.

2.1 In 1991, City and Contractor entered into an agreement governing the placement and maintenance of twenty (20) bus shelters ("Existing Shelters"), which agreement is superseded by this Agreement.

2.2 Following a Request for Proposals, the City has determined, pursuant to its authority under Chapters 12.28 and 17.28 of the Los Alamitos Municipal Code, to grant to Contractor a license to place and maintain nineteen (19) advertising bus shelters at designated public locations throughout the City ("New Shelters").

2.3 City desires to obtain the New Shelters without incurring costs and expenses for their construction, installation or maintenance.

2.4 Contractor represents that it is familiar with and is willing and qualified to provide the New Shelters under the terms and conditions hereinafter set forth.

3. Terms.

3.1 Grant of License; Term of Agreement.

3.1.1 Grant of License. City hereby grants to Contractor, on the terms hereinafter described, the right and power to construct, erect, install, illuminate, repair, maintain, advertise in and upon, operate and insure the New Shelters. Additional bus shelter locations may be selected by mutual consent of the parties, pursuant to an authorized amendment to this Agreement.

3.1.2 Term of Agreement. This Agreement shall continue for ten (10) years from the effective date of this Agreement, unless previously terminated as hereafter provided. The City Council and Contractor shall have the right to renew the Agreement for up to five (5) one-year extensions.
3.2 No Compensation to City; Permit Fees.

Since Contractor is bearing one hundred percent (100%) of all construction, installation, maintenance and other costs and expenses under this Agreement, Contractor shall not be required to pay City any compensation in connection with the license granted under this Agreement; provided, however, that this section shall not excuse Contractor from the obligation to pay any applicable normal permit fees necessary for the installation of the New Shelters.

3.3 Removal of Existing Shelters.

Contractor shall remove the above ground portions of all of the Existing Shelters and restore the property to its original condition or, if applicable, to a condition necessary to install the New Shelters.

3.4 Construction and Installation of New Shelters.

Contractor shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms of this Agreement.

3.4.1 Design of Shelters. The design of the New Shelters shall strictly conform to the depictions included in Exhibit “A” attached hereto and incorporated herein by reference. Unless a modification is approved by the City, each New Shelter shall be designed by Tolar Manufacturing, shall be thirteen (13) feet in length with forty-eight (48) inch advertising boxes, and shall be equipped with a customized dome roof style, a perforated metal bench and a pedestal mounted trash receptacle. The Advertising boxes or kiosks shall be mounted on the New Shelters in a fashion which is consistent with the aesthetics and architecture of the New Shelters. The New Shelters shall be designed and manufactured to resist graffiti and vandalism, as well as to accommodate small width sidewalks, so as not to block the view of adjacent businesses from the street, and to accommodate advertising viewing on wider boulevards. Contractor shall be solely responsible for adherence to patent, copyright, and trademark rights of the manufacturer(s).

3.4.2 Location of Shelters. The locations of New Shelters shall be those locations shown in Exhibit “B” attached hereto and incorporated herein by reference. In addition, locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor.

3.4.3 Installation Schedule. Contractor shall order the New Shelters within five (5) business days of the effective date of this Agreement, or of receiving City’s selected design for the New Shelters, whichever is later. Contractor shall take delivery of the first New Shelter within sixty (60) days of ordering, and Contractor shall install the first New Shelter within fifteen (15) days from Contractor’s receipt of the first New Shelter from the manufacturer. All New Shelters shall be installed and in operation within ninety (90) days of its receipt of the first New Shelter from the manufacturer. If there is any delay in the ordering or installation of any New
Shelter, Contractor shall notify City in writing. Modifications to the installation schedule shall
be subject to the approval of the City in its sole but reasonable discretion.

3.4.4 Build-Out Plan. Contractor shall develop a written build-out plan in compliance with the installation schedule provided or in Section 3.4.3. The build-out plan shall specify the timing of installation for each New Shelter, and shall cause the least disruption in service to transit riders. The City will coordinate removal of existing shelters with Contractor and other interested parties. All existing concrete pads and electrical connections may remain intact and will be available for use by Contractor upon request. The build-out plan shall be submitted to the City within thirty (30) days after the effective date of the Agreement. The plan will be approved by the City Engineer prior to the start of installation of the first New Shelter. If Contractor fails to adhere to the build-out plan mutually approved by the City and Contractor for each New Shelter, and the City has not authorized a deviation for that New Shelter, which authorization shall not be unreasonably withheld, conditioned or delayed, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of Twenty-Five Dollars ($25.00) per shelter for each calendar day of delay in excess of three (3) for that particular shelter.

3.4.5 Permit Requirements. As required or necessary, Contractor shall obtain a separate permit from each applicable governmental entity, including the City, for each New Shelter. The City shall cooperate with Contractor in its efforts to obtain any and all necessary permits. Each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a New Shelter must be accompanied by a plan showing the proposed location of that New Shelter, as well as such other information as the governmental entity may require. The City Engineer shall specify all permit requirements for the City. Contractor shall pay all fees ordinarily assessed by each governmental entity in connection with the issuance of such permits.

3.4.6 Compliance with Applicable Laws. All New Shelters shall be constructed in conformity with all applicable federal, state and local rules, laws and regulations, including, without limitation, the building and electrical codes of the City, as well as the Americans with Disabilities Act. Contractor shall only employ or utilize contractors and other workers who are licensed in California to perform the work to which they are assigned.

3.4.7 Restoration of Public and Private Property. With respect to the installation, removal or relocation of any shelter, Contractor shall be responsible, at its sole cost and expense, to repair and restore the City’s property and any surrounding private property, including sidewalks, landscaping and other improvements, caused by such activities. Upon termination or expiration of this Agreement, Contractor shall be required to restore all such property to its original condition at its sole cost and expense; provided, however, that Contractor shall not be required to remove the below ground portions of any of the Existing Structures or New Structures.
3.5 Operation, Repair and Maintenance.

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and servicing of all New Shelters pursuant to the terms of this Agreement.

3.5.1 Contractor’s Basic Obligation. Contractor shall maintain all New Shelters in a neat and orderly condition at all times. All visible rooflines on dome-style structures must be maintained to the same standard as the remainder of the New Shelters. Contractor shall be at liberty to enter upon and into the New Shelters at all reasonable times with personnel and all necessary materials, including but not limited to, electric wires, meters, clock work machinery and other items reasonably necessary for making the New Shelters effective. All such work shall be performed at the sole cost, expense and liability of Contractor.

3.5.2 Timing of Maintenance. Contractor shall maintain all New Shelters at least twice weekly, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year, or more frequently, if needed. Although under no obligation to do so, the City may perform additional maintenance as deemed necessary by the City and in consultation with Contractor. The City shall have the right to insist upon a maintenance schedule, which schedule shall be reasonably acceptable to Contractors, at Contractor’s sole costs and expense, which will keep the New Shelters from being a public nuisance. Finally, the paint on each New Shelter shall be touched up as often as needed to eliminate damage and to prevent deterioration, and repainting will occur at least once during the first ten (10) years of this Agreement.

3.5.3 On-Call Notification. Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to receive notification of maintenance issues and damage to the New Shelters. Notification shall be made possible telephonically. Contractor is encouraged to also make notification possible via electronic mail or messaging. Notification shall be deemed to occur when a Contractor representative receives information orally or when a message is left telephonically or electronic mail or messaging. Each New Shelter shall contain the conspicuously posted telephone number of Contractor’s maintenance and operation headquarters to which the public may direct complaints, Contractor is also encouraged to conspicuously post addresses to which electronic mail or messaging may be sent.

3.5.4 Response Times. Contractor shall respond to all complaints and notifications. Contractor will respond to maintenance concerns, and shall repair or replace, at its sole costs and expense, any and all damaged or defaced Shelters, including defacement by graffiti, within twenty-four (24) hours of notification to Contractor. Repairs necessary to ensure public safety (damage indicated by the City to be dangerous) shall be performed within four (4) hours of notification to Contractor.
3.5.5 **Graffiti.** As stated herein, graffiti shall be treated as a repair issue, so Contractor shall perform graffiti abatement on each New Shelter pursuant to Section 3.5.4. Contractor shall utilize those materials that will best deter the prevalence of graffiti.

3.5.6 **Shelter Database and Maintenance Log.** Contractor shall maintain a written database of the location of each New Structure, as well as its model and significant site features. Contractor shall also maintain a written log detailing, on a shelter-by-shelter basis, all complaints and notifications received for that shelter, as well as Contractor’s response thereto, and all routine and non-routine maintenance and repair work on that shelter. The log should be provided to the City no less often than quarterly, as determined by the City. In addition, Contractor shall provide a copy of the database and log within two (2) business days of a request by City.

3.5.7 **Electricity.** Contractor shall provide electrified illumination, from dusk to dawn, for each New Shelter, by an interior overhead light fixture and for the interior of each advertising box. Contractor shall pay all sums on a timely basis for electrical energy supplied to the New Shelters. Contractor shall defend and indemnify City, pursuant to the indemnity provisions of this Agreement, for any and all costs, expenses and fees associated with such electrical supply.

3.5.8 **Liquidated Damages.** In the event that Contractor does not respond or maintain the New Shelters within the time required by this Section 3.5, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums:

3.5.8.1 **First through Third Violations.** Zero dollars ($0) per shelter, per day (warning only) for normal violations (non-safety related); one hundred dollars ($100) per shelter, per day for violations involving public safety.

3.5.8.2 **Fourth through Sixth Violations.** Twenty-Five dollars ($25) per shelter, per day for normal violations; two hundred dollars ($200) per shelter, per day for violations involving public safety.

3.5.8.3 **Seventh through Ninth Violations.** Fifty dollars ($50) per shelter, per day for normal violations; Three hundred fifty dollars ($350) per shelter, per day for violations involving public safety.

3.5.8.4 **Tenth and Subsequent Violations.** One Hundred dollars ($100) per shelter, per day for normal violations; five hundred dollars ($500) per shelter, per day for violations involving public safety.

3.5.9 **Termination.** Contractor’s repeated failure to perform maintenance or repairs to the satisfaction of the City in accordance with the terms of this Agreement may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.
3.6 Advertising.

Contractor may utilize those New Shelters designated as advertising shelters for such purpose pursuant to the following:

3.6.1 Advertising Display Box. Advertising shall be displayed only in the illuminated box area designated for advertising.

3.6.2 Advertising Policy. All advertisements shall comply with the following:

3.6.2.1 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be offensive or objectionable to the community standards of Los Alamitos.

3.6.2.2 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be indecent or vulgar.

3.6.2.3 No advertisement shall display any work, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device.

3.6.2.4 No advertisement shall display ads for alcohol, tobacco, or any other products or services illegal for sale to minors, including “R” rated movies, within five hundred (500) feet of any school, playground or church.

3.6.2.5 All advertisements shall comply with the Contractor's Code of Advertising Practice attached hereto as Exhibit “C” and incorporated herein by reference.

3.6.3 City Review or Request for Removal. Contractor shall, upon request by City, transmit to the City color copies of any or all proposed advertisements for review prior to the advertisements being placed in the shelter. If at any time the City determines that an advertisement placed in an advertising bus shelter violates any provision of this Section 3.6, Contractor shall remove such advertisement, at no cost or penalty to the City, within twenty-four (24) hours of receipt of a written request from City. If Contractor fails to remove such advertisement, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars ($100.00) per day, per advertisement for each calendar day that the advertisement remains following notification.

3.6.4 Termination. Repeated failure to adhere to the provisions of this Section 3.6 may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.
3.6.5 Public Service Messages. Contractor shall make available at all times to the City, at no cost or expense to the City, a minimum of four (4) advertising panels for public service messages. Such public service space will not be site specific, but the panels shall be made available throughout the entire City at locations mutually agreed to by City and Contractor. Contractor shall also make all unsold advertising space available to the City, at no cost or expense to the City, for public service messages. Public service messages shall be non-commercial in nature, and shall be for City-sponsored or supported events, activities, or services, including, but not limited to, fundraising, public service and public safety purposes.

3.7 Relocation of Shelters.

At the request of the City, Contractor shall relocate any New Shelter due to: (1) new construction; (2) the discovery that the Shelter is a safety concern, such as a traffic hazard or obstruction; (3) a change in bus routes by the OCTA; or (4) construction of new bikeways or other pathways. Contractor shall perform the relocation, as well as restore the site to its original condition, in accordance herewith at its sole cost and expense. The City shall negotiate in good faith a potential cost-sharing agreement if a relocation is caused solely by a circumstance within the City’s sole discretion and control. The relocation will be completed fifteen (15) calendar days after all approvals and permits have been issued by City. Contractor shall not place or locate shelters in any areas within the City’s jurisdiction without prior written approval of the City Manager, or his or her designee, or without first obtaining an applicable encroachment permits.

3.8 Termination.

The City may terminate this Agreement, in whole or in part, upon a material default by Contractor in its performance of this Agreement. City’s termination for breach shall in no way effect any right of the City to pursue any other remedy available to it under this Agreement or other provision of law.

3.8.1 Material Default. The following shall be determined to be a material default by Contractor: (a) failure to perform its obligations in strict accordance with this Agreement; (b) defaulting on any financing secured by a shelter or bench; (c) financial insolvency or other inability to perform under this Agreement; (d) making or attempting to make any assignment or transfer of its rights under this Agreement in violation of this Agreement; (e) failing to provide or maintain in full force and effect the insurance coverage required by this Agreement; (f) failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement; (g) any fraud or deceit upon the City or upon persons to whom Contractor provides advertising or bus shelter services, as determined by a court of law; or (h) violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its bus shelter and bus bench business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

3.8.2 Notice of Termination: Timing. If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City’s notice, otherwise the Agreement shall be
considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

3.9 Obligations Following Termination or Expiration of Agreement.

3.9.1 Ownership of Shelters. Contractor is the owner of the New Shelters during the term of this Agreement.

3.9.2 Removal of Shelters. Upon termination or expiration of this Agreement, as well as any other circumstance requiring removal of any or all shelters erected or maintained by Contractor hereunder, all materials shall be removed from the site, including without limitation, the shelter structures, advertising boxes, benches and wires. The site shall be restored to the condition as it existed prior to installation of the shelter, including complete restoration of any sidewalk or other public or private property.

3.9.3 Acquisition of Shelters by City. If requested by the City, all shelters and other structures or improvements placed by Contractor under this Agreement, including without limitation, the shelter structures, advertising boxes, benches and wires, may be acquired by City upon termination or expiration of this Agreement, on terms mutually acceptable to the City and Contractor. If the City and Contractor are unable to agree upon such mutually acceptable terms within thirty (30) days following notice by either party to commence such discussions, Contractor shall remove the shelters, structures and other improvements in accordance with the terms hereof.

3.9.4 Advertisers. Prior to the effective date of termination or expiration of this Agreement, Contractor shall give notice of termination to all its existing advertisers. Upon the effective date of termination or expiration of this Agreement, Contractor shall remove all advertising and, if applicable and upon request by City, assign all advertising contracts and revenues to the City upon the terms and conditions mutually agreed upon by the parties.

3.10 Insurance.

3.10.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section, including adding the City as an additional insured.

3.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from the acts or omissions of the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its
subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury, property damage and completed operations. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California, Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the acts or omissions of Contractor, its officials, officers, employees, agents, consultants and contractors regarding the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to the liabilities assumed by Contractor under this Agreement.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials,
officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to such autos.

(C) **Workers' Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.4 **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.5 **Self-Insurance Retentions.** Any self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.10.6 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed and admitted to do business in California, and satisfactory to the City.

3.10.7 **Verification of Coverage.** Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences.

3.10.8 **Reporting of Claims.** Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work or services under this Agreement wherein claims have been made against City or City has been named.
3.11 Miscellaneous Provisions.

3.11.1 **City Logo.** City shall supply Contractor with a City logo if the City wishes to affix its logo to the New Shelters. The City logo shall be configured such that it may be installed on the New Shelter roof fascia. Contractor will install the City logo at its sole cost and expense. City shall be responsible for the repair and maintenance of the logo beyond the regular cleaning associated with the New Shelter maintenance.

3.11.2 **Independent Contractor.** Contractor is an independent contractor and not an employee of the City. All construction and maintenance personnel shall be employees of Contractor and not employees of City. Contractor shall pay all salaries and wages of such personnel, employer's social security taxes, unemployment insurance and similar taxes relating to employees, and shall be responsible for all applicable withholding taxes.

3.11.3 **Representatives and Notices.** The City Manager shall be the representative of the City for purposes of this Agreement, and may issue all consents, approvals, and directives on behalf of City called for by this Agreement, except amendments to this Agreement or except as otherwise expressly provided in this Agreement. The Director of Public Affairs of Contractor's Southern California Division, who is presently Layne Lawson, shall be the sole representative of Contractor for purposes of this Agreement, and may enter into any subordinate Agreements with City pursuant to this Agreement on behalf of Contractor. Notices and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

**CONTRACTOR:**

Clear Channel Outdoor  
Attn: Layne Lawson, Director of Public Affairs  
Southern California Division  
19320 Harbordgate Way  
Los Angeles, CA 90501

**CITY:**

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

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.11.4 **Assignment or Transfer.** Contractor shall not assign, hypothecate or transfer this Agreement or any interest herein, either directly or by operation of law, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or
transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.11.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses. Such indemnity shall apply to, without limitation, any and all claims related to advertising, patent, copyright, and trademark issues or rights. Contractor shall defend, at Contractor's own cost and with counsel of Contractor and City's mutual selection, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.11.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any proceedings brought to interpret or enforce this Agreement shall be maintained solely in the state courts located in Orange County, California, or in the federal courts for the Central District of California.

3.11.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, including, without limitation, that agreement entered into between the Parties in 1991. This Agreement contains all of the covenants and understandings between the Parties with respect to the subject matter hereof, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, shall be effective only if executed in writing and signed by City and Contractor.

3.11.8 Third Party Rights. No third party shall be deemed to have any rights hereunder against any of the Parties hereto as a result of this Agreement.

3.11.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
3.11.11 **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.11.12 **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11.13 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.11.14 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.11.15 **Prohibited Interests.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.11.16 **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.11.17 **Labor Certification.** By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-
insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.11.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.11.20 Prior Approval Required. Contractor shall not subcontract any portion of the work or services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.11.21 Standard of Care. Contractor shall perform all work and services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor represents that all employees and subcontractors shall have sufficient skill and experience to perform the work or services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work or services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11.22 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with this Agreement. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.23 Safety. Contractor shall execute and maintain its work and services so as to avoid injury or damage to any person or property. In carrying out its work and services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
3.11.24 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.11.25 **Attorney's Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.11.26 **Right of First Refusal.** During the term of this Agreement, City may request Contractor to provide additional advertising or non-advertising bus shelters under the same terms of this Agreement and in accordance with applicable law. Approval of such additional bus shelters shall be by mutual written consent, in the form of a written amendment to this Agreement as provided for in Section 3.11.1 and 3.11.12. If Contractor refuses City's request, nothing in this Agreement shall be construed to prevent the City from purchasing or installing additional advertising or non-advertising bus shelters at other locations within its jurisdiction, either through an agreement with another independent contractor or on its own, under any terms within the City's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

[SIGNATURES ON NEXT PAGE]
CITY OF LOS ALAMITOS

By: 
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CLEAR CHANNEL OUTDOOR, INC.

By:
President, Southern California Division
EXHIBIT "A"
DESIGN OF NEW SHELTERS

[SEE PAGES A-1 THROUGH A-2
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]
CONCRETE SURFACE SHOULD EXTEND MINIMUM OF 4 FT OUTWARD OF HILTI ANCHORS

CONCRETE SLAB 6" THICK OR PER LOCAL SIDEWALK SPECIFICATIONS

FRONT (FACING STREET)

13' SHELTER W/ 48" AD BOX
Exhibit "B"
Locations of New Shelters

[See Pages B-1 through B-20
Attached hereto and incorporated herein by reference.]
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Eastbound Katella Ave. opp. Civic Center Dr.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>2 Southbound Los Alamitos Bl. FS Katella Ave</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>3 Southbound Los Alamitos Bl. Opp. Farquhar Ave.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>4 Southbound Los Alamitos Bl. FS Orangewood Ave.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>5 Southbound Los Alamitos Bl. FS Rossmoor Way</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>6 Northbound Los Alamitos Bl. FS Bradbury Ave.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>7 Northbound Los Alamitos Bl. FS Rossmoor Way</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>8 Northbound Los Alamitos Bl. FS Orangewood Ave.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>9 Northbound Los Alamitos Bl. FS Farquhar Ave.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>10 Eastbound Katella Ave. FS Noel St.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>11 Westbound Katella Ave. FS Portal Dr.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>12 Northbound Los Alamitos Bl. FS Katella Ave.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>13 Northbound Los Alamitos Bl. Opp. Catalina St.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>14 Westbound Katella Ave. FS Walnut St.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>15 Southbound Bloomfield St. FS Ball Rd.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>16 Eastbound Katella Ave. FS Wallingsford Ave.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>17 Eastbound Katella Ave. NS Maple St.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>18 Eastbound Katella Ave. opp. Walker St.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
<tr>
<td>19 Westbound Katella Ave. FS Lexington Dr.</td>
<td>13' shelter w/48'' ad box</td>
</tr>
</tbody>
</table>
N 1/4 = 1'

Sycamore

Lawn

Sidewalk

Lawn

13' Shelter W/48" Ad Box

BUS STOP 60 Katella Ave. Opp. Civic Center. Dr. NO. 1
FISH CO. PARKING LOT

$\frac{1}{4}'' = 1''$

---

LAWN

---

WATER HEATER

---

SIDEWALK

---

CURB

---

13' SHELTER W/ 48'' AD BOX

---

BUS STOP

38 LOSALAMITOS BLVD. 85 RANDELL

NO. 2
$\frac{1}{4}'' = 1''$

- **Lawn**
- **Crape Myrtle**
- **Sidewalk**
- **Brick Wall**
- **13' Shelter W/ 48'' Ad Box**
- **Curb**

**Bus Stop** SB Los Alamitos F3 Orange Wood No. 4
$\frac{1}{4}'' = 1'$

- **Brick Wall**
- **Sidewalk**
- **Lawn**
- **Crape Myrtle**
- **13' Shelter w/48'' AD Box**
- **Curb**
- **Utilities**

**Bus Stop**

NB Los Alamitos FS Bradbury No. 6
R Hills STOP NB LOS ALAMITOS FS ORANGWOOD NO. 8

13' SHELTER W/16" AD BOX CURB

LAWN

SIDEWALK

1/4" = 1"
4, 1, 4.

Lawn

Sidewalk

13' Shelter W/48" Ad Box

Curb

Bus Stop NB Los Alamitos PS Katella

No. X, 12.
Bus Stop
W 57th Street
13' shelter w/48" AD box

Planter

Corner

Curb

Sidewalk

Fire hydrant

Block wall

N

W 57th St

1' = 10'

115th Ave
EXHIBIT “C”
CONTRACTOR CODE OF ADVERTISING PRACTICES

[SEE PAGE C-1
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]
CODE OF ADVERTISING PRACTICES

Clear Channel Outdoor for over a century has been committed to delivering our advertiser's message to the consumer. This role in the arena of public discourse requires both a defense of free speech and a sensitivity to contemporary standards and concerns. Clear Channel Outdoor recognizes the need to balance these demands and therefore adheres to the following code of advertising practices:

* Establish exclusionary zones which prohibit advertisements of all products illegal for sale to minors that are intended to be read from, or within 500 feet of established places of worship, primary and secondary schools or playgrounds.

* Continue to assert the right to reject creative content that is misleading, sexually explicit, overly suggestive, or in any way reflects upon the character, integrity, or standing of any organization or individual.

* Continue our traditional commitment at both the national and local levels to display public service messages for worthy community causes.

* Encourage diversity of advertised goods and services in all markets.
SUMMARY

The purpose of the report is to approve a new Professional Services Agreement with George Hills Company for third-party administration services for the City’s self-insured general liability program.

RECOMMENDATION

Authorize the Mayor to execute the Professional Services Agreement with George Hills Company for third-party administration services for the City’s self-insured general liability program through June 30, 2021.

BACKGROUND

The City has contracted with George Hills Company for third-party administration services since July 18, 2016 and has been pleased with the service provided. Services provided by George Hills Company include:

1. Receive and examine all reports of accidents and incidents subject to claims.
2. Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services as necessary to determine all City losses.
3. Review any investigations conducted by the City or another agency for completeness.
4. Maintain service on a 24-hour, 7 days per week basis, to review reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
5. Undertake items of investigation requiring special handling for the City at the direction of the City Attorney or authorized representative.
If approved, the proposed Professional Services Agreement will commence on July 1, 2019 and continue for a term of two (2) years, which can be extended by mutual agreement of the City and George Hills Company. Since the scope has changed as described below, a new scope of services has been proposed.

**DISCUSSION**

The changes are listed in Exhibit B and are as follows:

1. The hourly rate has increased from the last agreement from $85 to $90 per hour.
2. Allocated file travel expense has been added for adjuster travel expenses for Mediations, Settlement Conferences, trials, etc., to be billed at cost and subject to prior approval.
3. An annual Administration fee of $3,600 was added which was omitted in the previous agreement. This payment will be split in half between each of the two years of the agreement.

**FISCAL IMPACT**

The Fiscal Year 2019-2020 budget includes $60,000 in the Self-Insurance Fund (account 54-561-5260) to pay for this contract.

Submitted by: Chelsi A. Wilson, Executive Assistant to the City Manager  
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director  
Approved by: Bret M. Plumlee, City Manager

*Attachments:*  
1. Professional Services Agreement, George Hills Company
PROFESSIONAL SERVICES AGREEMENT

George Hills Company

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 1 July 2019 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and George Hills Company, a California Corporation, (“Firm”). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide property and liability claims adjusting and administration services (“Project”).

B. Firm has submitted to City a written proposal, dated March 4, 2019, to provide investigations, adjustment, processing, and evaluation of general liability, motor vehicle, and potential money damage claims or incidents filed by third parties against the City, for the Project.

C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the Proposal, dated March 4, 2019, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope
of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2nd) the Scope of Services.

1.2 **Compliance with Law.** All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency of competent jurisdiction. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 **Licenses and Permits.** Prior to performing any Project Services, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Firm to perform the Project Services. Firm shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Firm's performance of the Project Services, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 **Familiarity with Work.** By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 **Care in Performance of Project Services.** Firm shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

1.6 **Non-Exclusive Agreement.** Firm acknowledges that City may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Firm further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.
2. **COMPENSATION**

2.1 **Maximum Contract Amount.** Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit “B”, not to exceed the annual funding amounts as identified in Exhibit “B”. The maximum amount of City’s payment obligation under this Agreement are the amounts specified in Exhibit “B”.

2.2 **Method of Payment.** In any month in which Firm wishes to receive payment, Firm shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 **Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm’s profession.

2.4 **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. **SCHEDULE OF PERFORMANCE**

3.1 **Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Firm is an essential condition of this Agreement.

3.2 **Schedule of Performance.** Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.

3.3 **Force Majeure.** The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or
negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of two (2) years, ending on June 30, 2021, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm’s Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: John E. Chaquica. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 City’s Contract Officer. The City’s Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly
employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Firm shall at all times be under Firm’s exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City’s offices. City shall have no voice in the selection, discharge, supervision, or control of Firm’s officers, employees, or agents in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers’ compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm’s officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless City from and against all such financial obligations.
4.5 **PERS Eligibility Indemnification.**

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Firm shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Firm or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Firm and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. **INSURANCE**

5.1 **Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Firm shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Firm’s existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to do so.

5.2 **Types of Insurance Required.** As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 **Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm’s profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The
policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

5.2.1.2 If the PLI policy is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Firm has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.
5.2.4 **Workers’ Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers’ Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Firm agrees to waive and obtain endorsements from its workers’ compensation insurer waiving all subrogation rights under its workers’ compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers’ compensation insurance policies. Firm shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer’s Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Firm shall not be required to procure either Worker’s Compensation Insurance or Employer’s Liability Insurance if Firm provides written verification to the City that Firm does not have any employees.

5.3 **Acceptability of Insurers.** Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best’s Key Rating Guide, except that the City will accept workers’ compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 **Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 **CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 **Additional Insured.** The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 **Additional Insured Endorsements.** Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City's sole and absolute discretion.

5.6 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm shall promptly furnish, at City’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or
has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 **Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for payments of damages to persons or property.

5.8 **Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the City to inform Firm of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 **Insurance for Subconsultants.** Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm’s insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 **Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Firm and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.
5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Firm’s obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall defend (at Firm’s sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively “Claims”) in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm’s indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. REPORTS AND RECORDS
7.1 **Records.** Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 **Reports.** Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

7.4 **Release of Documents.** Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. **ENFORCEMENT OF AGREEMENT**

8.1 **California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City’s consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 **Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are
cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 **Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 **Termination Prior to Expiration of Term.** The parties reserve the right to terminate this Agreement, at any time, with or without cause, upon ninety (90) calendar days written notice to other party, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, receiving party shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 **Termination for Default of Firm.**

8.6.1 Firm’s failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. If the event Firm fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Firm shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City’s right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Firm to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Firm shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm’s liability for completion of the Project Services as provided herein.

8.7 **Attorneys’ Fees.** In the event any dispute between the Parties with respect to this
Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys’ fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm’s expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm
will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – GEORGE HILLS COMPANY.

To City:  
Bret Plumlee, City Manager  
City of Los Alamitos  
3191 Katella Ave.  
Los Alamitos, CA 90720  
BPlumlee@cityoflosalamitos.org

With copy to:  
Michael S. Daudt, City Attorney  
Woodruff, Spradlin & Smart  
555 Anton Blvd., Suite 1200  
Costa Mesa, CA 92626  
mdaudt@wss-law.com

To Firm:  
George Hills Company  
John Chaquica, CEO  
3043 Gold Canal Drive, Suite 200  
Rancho Cordova, CA 95670  
john.chaquica@georgehills.com

With copy to:  
Laura Li, Administrative Director  
(Same address as above)
10.4 **Entire Agreement; Amendments in Writing.** This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.5 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.6 **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties’ successors and assignees.

10.7 **Third Party Beneficiary.** Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.8 **Recitals.** The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.9 **Prevailing Wages.** Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 **Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.
[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”
City of Los Alamitos

By:_______________________________
Warren Kusumoto
Mayor

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By:__________________________________
Michael S. Daudt
City Attorney

ATTEST:
By:_______________________________
Windmera Quintanar, MMC
City Clerk

“Firm”
George Hills Company

By:__________________________________
John E. Chaquica, CPA, MPA, ARM
CEO

By:_______________________________
Kim Santin
Secretary, Finance Director
A. INVESTIGATIVE SERVICES

1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.

2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all CITY losses but not to include extraordinary investigative services outside the expertise of GH.

3) In the event CITY or other agency conducts any investigation, GH shall review for completeness.

4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.

5) Undertake items of investigation requiring special handling for CITY at the direction of the CITY’s Attorney or authorized representative.

B. LIABILITY AND PROPERTY CLAIM HANDLING SERVICES

1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.

2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.

3) GH will follow any CITY policy regarding rejection instructions, individual to send the rejection and if a denial letter should be sent simultaneously.

4) Ensure timely claim handling, including contact and follow-up with claimants regarding claim issues and processing.

5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
6) Determine the need for defense representation, recommend legal counsel, and manage litigation activity.

7) Report claims to the excess insurer and coordinate with the excess insurer on a claim’s progress in accordance with the excess insurer’s reporting requirements.

8) Maintain records on any such claim and notify CITY when CITY is about to exhaust the Self Insured Retention.

9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.

10) Perform periodic quality control reviews of CITY and excess insurance (if applicable) statutory requirements to ensure compliance.

11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting.

12) To the extent there is privileged information shared between agencies, which is subject to protection under the HIPAA/PHI Act, GH shall implement all necessary measures in compliance with the Act, via a Business Associates Agreement (BAA) to be issued by the CITY.

13) GH shall notify CITY via electronic mail at such time a file has been closed.

C. LEGAL SUPPORT SERVICES

1) Upon notification by the CITY that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.

2) Cooperate with and assist any defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.

3) Assist in responding to discovery or preparing discovery.

4) At the request of the CITY, attend mandatory settlement conferences on behalf of CITY.

5) Appear on behalf of CITY in small claims actions filed against CITY on open claims handled by GH.

6) Review, evaluate and adjust defense counsel invoices for services.

7) Regularly discuss, review, and direct investigation issues, discovery, and case strategy with counsel.

8) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel.
9) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the CITY.

D. REPORTS AND PROCEDURES:

1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide CITY with a full factual report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, the GH will report as often as warranted by any important change in status but no longer than every (90) days until the claim closes unless extended diary is appropriate.

2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be CITY’s property and constitute the GH’s work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the CITY is the property of the GH. Additional copies of original reports, documents, and data requested by the CITY will be at the CITY’s expense in accordance with this contract.

3) GH agrees that CITY have access and the right to audit and reproduce any of the GH’s relevant records to ensure that the CITY is receiving all services to which the CITY is entitled under this Contract or for any purpose relating to the Contract.

4) CITY shall provide GH with written authorization allowing any other agency or person to obtain similar access to confidential information as noted in 3 above. Such authorization is inclusive of HIPAA Act or PHI privileged information.

E. DATA

1) Utilize its claims information system—ClaimsXpress (CXP).

2) Record all claim information including all financial data.

3) Provide CITY Read only on-line access to the claims data system, if desired by CITY. (up to five users)

4) Provide monthly standard loss run and check register.

5) Provide annual claims data report upon request. Written authorization may be required for confidential information.

6) Provide assistance to CITY in developing customized reports when requested (may require additional charge).

7) Arrange for electronic file conversion for any open and closed claims at the direction of CITY.
F. CLAIM REVIEW MEETINGS

GH shall, on a mutually agreed periodic basis, meet with CITY to review and discuss claims inventory and claims results of past period and delivery of services by CLAIM ADMINISTRATOR.

G. FINANCIAL ACCOUNTING

1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the CITY.

2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.

3) Submit monthly check registers of all transactions made for the period.

4) Complete or update Attachment B “Preferred Method of Check Processing” for check processing options.

5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.

6) GH will provide monthly bank reconciliation reports to CITY for audit purposes.

H. SUBROGATION SERVICES

GH is a claim administrative firm experienced in the handling of subrogation claims and is ready and capable of performing such services. CITY may retain GH for Subrogation Services by signing a separate agreement, an example of which is attached hereto as Exhibit A. Such services are distinct from subrogating a loss from an additional insured from a claim filed by a third party. Our services are unique to a first party loss of the CITY caused by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, loss, and/or additional types of damages.

- Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;

- Services or materials provided by outside vendors or contractors;

- Internal or external Vehicle or equipment use and/or rental;

- Materials and/or goods utilized for the repair/replacement of damaged property; and/or

- Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing document.
EXHIBIT “B”

SCHEDULE OF COMPENSATION AND FEES

DATED: March 4, 2019

CITY agrees to pay Firm for services described in Exhibit A – Scope of Services (specifically for general liability claims).

Time and expense charges will be incurred only when necessarily required in the form of adjuster's fees as delineated in Exhibit A, Scope of Services and will be invoiced as worked, on a monthly basis, unless otherwise specified herein. GH’s current hourly rate is $90*

1) Time and expense fees will be as follows:
   a. Claims Servicing Flat Fee  (subject to a 3% COLA after the first year) as follows:
      - FY19-20   $25,750.00
      - FY20-21   $26,522.00
      - FY21-22   $27,318.00
   b. Compensation: Is based on the Client Expressed Scope of Work Instructions form, completed and signed by CLIENT. In the event claims volume has deviated from information provided due to being incomplete, inaccurate, or claims being re-opened additional fees shall be discussed to reconcile with scope of services. (Applicable to Flat Fee and Time and Expense with a Cap billing)
   c. Auto Expense: Standard IRS rate
   d. Claims Processor: Should there be a need for a Claims Processor, the rate shall be $70* per hour.
   e. Allocated file expenses (for Vendor) to be paid at cost.
   f. Allocated file travel expenses (for GH) such as, Adjuster travel expenses for Mediations, Settlement Conferences, trials, etc., to be billed at cost and subject to prior approval.
   g. Custom reporting beyond the above will be furnished upon request at an additional cost to be agreed upon by the GH and CLIENT.
   h. Catastrophic: Should a catastrophic event occur resulting in 10 or more claimants or claims from a single occurrence, CLIENT shall be billed as follows:
      ☑ Time and Expense at a rate of $90*.
2) Startup Fee: $ N/A There is a one-time startup fee to include, but not limited to, onboarding process and documentation, data entry, location code hierarchy setup, report template creation, new client setup – bank account, vendors, W-9, etc.

3) MMSEA Reporting Fee(s):
   a. One-time CMS setup fee (paid to ExamWorks): $150—N/A
   b. Annual Account Maintenance/Reporting Fee (paid to ExamWorks): $250

4) Administration Fee: $1,800 Annual Fee shall be for the following:
   a. Data access to claims data system.
   b. Monthly listing of open claims by date of loss, department, location, and alpha by name showing expense categories, reserves and total incurred.
   c. Monthly claim summary reports, within 15 days of month-end.
   d. Provide loss run data required reports, and responding to/discussing with actuaries and auditors (claims and financials).
   e. Provide annual reports to outside agencies.
   f. Financial accounting if applicable.
   g. Filing of regulatory reports such as 1099, W-9, etc.

5) Subrogation Services
   Subrogation Fee in the amount of 30% of each and every recovery obtained. The minimum amount to be paid to GH will be $250 per claim upon recovery. However, GH has the authority to reject any claim for any reason, relieving CLIENT of any fiscal responsibility for rejected claims only.
   a. Generally, no recovery shall be agreed to involving payment plans if the recovery is less than $5,000 and/or greater than a one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to exceed this amount and/or length of time, Subrogation fee shall be 45%. In the event a payment plan is authorized and entered into, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the CLIENT upon the entry of the payment agreement. GH will make every attempt to enforce the provisions of the payment agreement with the claimant, but in no way guarantees the fulfillment of the terms of the payment agreement. In the event the terms of the payment agreement are not fulfilled and warrant pursuit through the small claims process, authority to pursue through small claims will be requested.
   b. Authorize GH to appear in small claims court for recovery of funds. Authority for the pursuit of recovery through small claims will be requested prior to the filing of documents with the court to initiate the small claims action. Each appearance will be an additional fee of $150. All costs for the handling of the small claims, i.e. service of process of documents on the responsible parties, mileage, parking, and toll shall be an additional cost.
and will be the responsibility of the CLIENT. Additional allocated costs shall be billed separately upon the cost being incurred, such as, but not limited to: skip tracing, service of process, and third-party sub contracted investigation.

c. GH reserves the right to cease working on any claim whereas information has not been made available to GH within 120 days after GH has submitted the information and/or documentation request to CLIENT, at such time the claim will be closed.

d. Due to the nature of these services, in that compensation is contingent upon recovery, if the contract is terminated prior to recovery or other closure of any claim, the CLIENT shall pay GH for all expenses and time spent, to date, on any claim(s) currently open and recovery in process. Payment shall be based on the current hourly rate of GH. GH will submit the final invoice within five business days of termination.

6) Legal Services and Consultation (Optional):

   a. Litigation Management: $125 * p/hour
      These services include the oversight of all assigned claims adjusters and monitoring and handling of “watch list” (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

   b. Monitoring Counsel: $175 * p/hour
      This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

   c. Outside General and Special Counsel: $175 *p/hour
      These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation, and provides immediate access to legal advice This includes analyzing coverage issues, Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

   d. Coverage Counsel: $175 *p/hour
      These services include review and analysis of memorandums of coverage and excess/umbrella policies to address and offer advice and consultation regarding coverage issues.

   e. Trial/Mediation/Board Meetings Attendance: $175 *p/hour
      These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these
significant litigation events can reduce exposure and maximize opportunities for resolution.

f. **Legal Training and Seminars:** $125* per hour
   These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law and general liability claims. Courses are customized to address the client’s specific needs.

   **NOTE:** These services are traditionally Time and Expense, however an annual fee can be considered.

7) **Conversion Fee:** GH will charge for any services related to conversion storage, copying, scanning, shipping and disposal. If termination takes place five (5) years or less from start of term, CLIENT may be subject to a fee, intended to cover costs associated with data conversion, transition and contract close out. [N/A]

8) The above compensation shall apply to services provided during the term of this contract. Any changes in the terms of compensation shall be submitted to CLIENT by June 1st each year. Submission changes in the terms of compensation shall be in writing and subject to mutual agreement that shall be an amendment to this Agreement.

9) A General Administrative File shall be established and maintained to track effort related to services necessary to fulfill the contractual obligations not otherwise associated to a claim.

10) **GH Hourly Rate –** The hourly rates identified in this Agreement are subject to an annual COLA of up to 3%.

    [See Additional Allocated Cost List on Next Page]
Claim Services—including office/overhead expenses

The above compensation shall apply to services provided during the first year of this contract. Compensation for services provided during subsequent years may be re-negotiated annually. Such change, if any, shall be submitted to the client by June 30th of each year. The submission of such a change will be made in writing.

Mileage

Allocated Expenses

One Time CMS Setup Fee (to be paid to ExamWorks)

One Time Data Conversion/Program Transition Charge

If George Hills is retained for five years, then we will absorb 100% of any cost. If George Hills is not retained for the full length of the proposed contract, then 20% per year not retained shall be charged to the client. The data conversion fee is dependent on many factors which will need to be discussed.

Catastrophe Pricing

George Hills recognizes that in the event of a catastrophe, additional hours will need to be applied to the handling of a claim. As such, in order to preserve the quality and efficiency of service for which we have been known, George Hills proposes that should a catastrophe occur, the following rates are applied to any claims resulting from that catastrophe and do not erode any established annual cap of service fees. George Hills recognizes a catastrophe as an event that results in 10 or more claims.

Claim Services

Mileage

Allocated Expenses

George Hills Value-Add Program Services Fees

Expanded Subrogation Recovery for Public Entities

GH is a claim administrative firm experienced in the handling of subrogation claims and is ready and capable of performing such services. Such services are distinct from subrogating a loss from an additional insured from a claim filed by a third party. Our services are unique to a first party loss of the CLIENT caused by the negligent act of a third party. Such losses generally are recovery of damage and/or revenue to property.

Standard Subrogation Fee

The minimum amount to be paid to George Hills will be $250 per claim. However, George Hills has the authority to reject any claim for any reason, dismissing the client of any fiscal responsibility for rejected claims only.

Subrogation Fee for Recovery Over $5,000

No recovery shall be agreed to involving a payment plan if the recovery is less than $5,000.

Subrogation: If authorized, small claims court appearances for recovery of funds

Subrogation Allocated Costs:

Skip tracing, service of process, and third-party subcontracted investigations.

Sub-Rosa and Fraud Investigations

iMetrics™ Business Intelligence Reports with Executive In-Person Debriefs

“Lessons Learned” Round Tables for Public Entity Risk Management Teams

Allocated Expenses
Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outscore services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, George Hills has provided a list, by no means an exhaustive list, of typical allocated expenses.

- Fees of outside counsel for claims in suit, coverage opinions and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees (ExamWorks);
- Costs of undercover operatives and detectives;
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation of for which a declaratory judgment is sought;
- Costs for independent medical examination or evaluation for rehabilitation;
- Costs of legal transcripts of testimony taken at coroner’s inquests, or criminal or civil proceeding;
- Costs for copies of any public records or medical records;
- Costs of depositions and court reporting;
- Costs and expenses of subrogation, (if not George Hills);
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
- Witness fees and travel expenses;
- Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
- Costs of appraisal fees and expenses not included in flat fee or performed by others;
- Costs of indexing claimants;
- Services performed outside the TPA’s normal geographical regions;
- Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
- Any other extraordinary services performed by the TPA at an entity’s request;
- Investigation of possible fraud including SIU services and related expenses; and/or
- Any other similar cost, fee, or expense that is not otherwise included in the TPA’s service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity.
To: Mayor Warren Kusumoto & Members of the City Council

Presented By: Bret M. Plumlee, City Manager

Subject: Amendment No. 1 with Intercare Holdings for Workers Compensation Claims Administration

SUMMARY

The purpose of the report is to approve an Amendment to the Professional Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City’s self-insured workers’ compensation program and extend the term to June 30, 2020.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City’s self-insured workers’ compensation program and extend the term to June 30, 2020.

BACKGROUND

The City has contracted with Intercare Holdings Insurance Services, Inc. since July 18, 2016. The agreement will expire on June 30, 2019 and can be extended up to two years at the City’s sole election.

Intercare has been going through a transition of staff and has recently switched the City’s claims adjuster, Staff is recommending an extension of the agreement for only one year at this time. This will give us time to work with Intercare on the open cases we currently have and evaluate the performance of the claims adjuster over this next year. We will then determine after one year if we will recommend extending the agreement for another year.

DISCUSSION

There are no changes to the original agreement and Staff recommends that the agreement be extended through June 30, 2020.
FISCAL IMPACT

The Fiscal Year 2019-2020 budget includes $15,000 for this contract and will be budgeted for in account 54-561-5260.

Submitted by: Chelsi A. Wilson, Executive Assistant to the City Manager
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director
Approved by: Bret M. Plumlee, City Manager

Attachments:
1. Professional Services Agreement – Intercare Holdings Insurance, Inc.
2. Professional Services Agreement Amendment No. 1 – Intercare Holdings Insurance, Inc.
AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
Intercare Holding Insurance Services, Inc.

This Amendment No. 1 to Consulting Services Agreement ("Amendment") is made and entered into on this 1 day of July, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Intercare Holdings Insurance Services, Inc, a Consultant, ("[Firm or Consultant]").

RECITALS

A. City and Consultant entered into that certain [Professional] Services Agreement for Third-Party Administration Services for its Self-Insured Workers’ Compensation Program services on July 1, 2016 ("Agreement"), which is incorporated herein by this reference.

B. City and Consultant desire to amend the Agreement to extend the term of the agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Consultant mutually agree as follows:

1. Section [3.4] of the Agreement is hereby amended and restated to read as follows:

“[3.4] “Expiration Date”:

“Expiration Date”: June 30, 2020.”

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By:_______________________________
Warren Kusumoto
Mayor

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By:__________________________________
Michael S. Daudt
City Attorney

ATTEST:

By:__________________________________
Windmera Quintanar, MMC
City Clerk

Consultant
Intercare Holdings Insurance Services, Inc.

By:__________________________________
Agnes Hoeberling
President

By:__________________________________
Cheryl Mandich
Corporate Controller
PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Intercare Holdings Insurance Services, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a municipal corporation ("City"), and Intercare Holdings Insurance Services, Inc. ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: to provide Third-Party Administration Services for its Self-Insured Workers' Compensation Program.

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 Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": July 1, 2016.

3.4 "Expiration Date": June 30, 2019.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below. Upon approval by the City Council, the term may be extended by up to two years at the City's sole election.
5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the amounts specified in Exhibit B unless specifically approved in advance and in writing by City.

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

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

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall assign one project administrator who has direct responsibility for management of Consultant's performance under this Agreement, and any change in such designated project administrator shall require the prior written consent of City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of 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.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's (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 are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

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

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim, provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure 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.
10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers’ compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, 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.

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

11. INSURANCE

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

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) 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 that described Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage.

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 admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.

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

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

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

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

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Jason Al-Imam
Telephone: (562) 431-3538 x222
Facsimile: (562) 493-0678

If to Consultant:
Intercare Holdings Insurance Services, Inc.
6020 W. Oaks Blvd. Suite 100
Rocklin, CA 95765
Telephone: (916) 677-4359

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

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

17. **TERMINATION**

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

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

18. **PREVAILING WAGE LAW**

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

19. **GENERAL PROVISIONS**

19.1 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.

19.2 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.

19.3 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).

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9 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.

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: Richard D. Murphy, Mayor
Date: 6/22/16

"Consultant"
Intercare Holdings Insurance Services, Inc.
By: Agnes Hoeberling, Chief Operating Officer
Date: 6/10/16

Attest:
By: Windmera Quintanar, CMC, City Clerk

Approved as to form:
By: Cary S. Reisman, City Attorney
Date: 6/22/16
EXHIBIT A  
SCOPE OF SERVICES  

CSAC-EIA claims administration standards and reporting and reimbursement procedures as well as the following performance standards make up the minimum requirements and level of service to be provided by the TPA in delivering claims administration services and related activities to the City. The TPA agrees to incorporate for no additional charge all CSAC-EIA standard updates that may occur during the contract period. The TPA agrees that all duties and responsibilities contained within this scope of work will be provided to the City at no additional cost beyond the proposed fees unless otherwise specifically noted herein and agreed to by both parties.

CSAC-EIA's Claims Administration Guidelines in Attachment 1 shall be followed. If the City changes Workers' Compensation carriers, the TPA shall follow claims administration standards/reporting/reimbursement procedures of new excess carrier. In addition, the City requires:

1. Claim File Set Up

Upon receipt of the Employer's Report of Occupational Injury or Illness, the TPA will prepare an individual claim file based on CSAC-EIA guidelines. The claim file shall be available to the City, including their representatives, claims auditors and agents for inspection, and contain all medical and factual information on each claim reported.

2. Customer Service

The City requires that the TPA provide exceptional customer service to all injured workers. TPA shall reply to all inquires made by injured workers in a timely, accurate and professional manner.

3. Employer Contact

Upon TPA's receipt of injury/illness from sources other than the City, the TPA shall notify the City and mail the injured employee a DWC-1 within 24 hours.

TPA shall follow-up with the City on all new injuries/illness within two (2) business days to initiate an initial and meaningful investigation, if required. All contacts shall be documented within the claim notes.

When a claim reaches one-half (1/2) of the City self-insured retention (SIR), the TPA shall report to the City every quarter regarding the status of the claim. Such report shall include a current status of the claim, the examiner's plan of action for future handling of the claim, and the current paid to date and total incurred amounts listed by indemnity, medical and expense categories.
The TPA shall notify the City immediately upon notice of an injured worker's hospitalization as a result of the work injury regardless of the date of injury. Such contact with the City shall be clearly documented in the claim file.

4. Employee Contact

In all non-litigated, lost-time cases, where the employee has not returned to work, telephone or personal contact by the examiner will be established with the injured employee within two (2) business days of receipt of notice of claim. Such contact will continue as often as necessary, but at least monthly. Such contact with the employee shall be clearly documented in the claim file.

Returned phone calls to employees will be accomplished within one (1) business day. Same day is preferable. All written correspondence from employees will be responded to within five (5) calendar days of receipt.

5. Compensability

The TPA shall first notify the City to delay or deny a claim. The City's authorization shall be clearly documented in the applicable claim file or in the computer system. The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and clearly documented in the file in compliance with CSAC-EIA guidelines and/or within fourteen (14) calendar days of the receipt of the notification of the loss.

6. Investigations

The TPA shall promptly initiate investigation of issues identified as material to potential litigation. The City shall be alerted to the need for an outside investigation as soon as possible and before the investigation and/or surveillance is initiated. The City shall be kept informed on the scope and results of all investigations. All activities shall be clearly documented in the claim file.

7. Settlements

The TPA shall obtain the City's authorization on all settlements. The TPA or defense counsel shall forward settlement proposals to the City in a form acceptable to the City. All requests for settlement authority shall be clear and concise and include a written claim analysis, estimate of permanent disability, and the defense counsel's comments and recommendations. If the settlement exceeds the City's self-insured retention, the written settlement proposal shall also be directed to the excess carrier or designated representative to provide authority in addition to the City's authority.
8. Subrogation

The TPA will pursue all subrogation involving responsible third-parties and work closely with City staff to resolve subrogation issues. The TPA is not authorized to file litigation without first receiving consent of the City. The City must approve all settlements. TPA is responsible for protecting any and all statutes of limitation and must notify City staff in writing no later than sixty (60) days prior to expiration of the statute. The City retains the right to handle any subrogation issue it deems appropriate. The City requires copies of all subrogation correspondence.

9. Litigated Cases

The TPA shall notify the City of all litigation and prior to the assignment of defense counsel. The TPA shall provide the City with copies of all legal correspondence. The City shall have the right to approve or reject assigned defense counsel.

The City must pre-approve all settlements or structured settlements prior to entering into any settlement discussions with claimants or applicant attorneys.

10. Fraudulent Claims

The City's Benefits Coordinator and/or Administrative Services Director shall be notified of all claims involving potential fraud and must authorize the TPA to initiate fraud investigation activities when such activities are determined necessary.

11. Claims and Medical Reporting

The TPA will provide monthly statistical data/reports - content to be established between the TPA and the City. The TPA will provide other special reports required of the City including, but not limited to, loss trend reports, claim abstract reports, reports required by actuaries, excess insurance carriers, etc., provided that such reports do not require data elements that have not previously been collected by the TPA. If new programming is required in order to provide such reports, the TPA shall pay at its own expense for new or special programming costs.

The TPA on behalf of the City, shall prepare and file all reports, forms and other documents in a timely manner which are now or will be required by the State of California or other governmental agencies relating to workers' compensation claims, medical payments, etc., including but not limited to the Self-Insurer's Annual Report. TPA will present all reports to the City thirty (30) days in advance of their due date.

The TPA will comply with the Centers for Medicare & Medicaid Services' (CMS) mandatory reporting requirements per Section 111 of the Medicare, Medicaid
and SCHIP Extension Act of 2007 (MMSEA). The TPA will act as the Reporting Agent for the City.

12. Records Retention

All claim files shall be maintained in accordance with statutory time requirements and the City’s Record Retention Policy. The City shall be notified prior to any destruction of files to determine if the City wishes to retain the claim file.

13. Employer Services

The TPA will provide an annual presentation to review/discuss the overall workers’ compensation program.

During the first year of the contract, the TPA manager will meet monthly with the Benefits Coordinator and/or Administrative Services Director to review the transition and ensure all aspects of the contract are appropriately implemented.

In the event of termination of the contract, the TPA will furnish all claim files, computer files, and financial information at no cost to and at a location identified by the City. The TPA will be responsible for filing an interim annual Self-Insured Report and any other required State of California reports.

14. Right to Audit or Review

Every claim file is subject to audit by the City. Notice of audit by the City will be provided at least ten (10) calendar days prior to an audit. The City retains the right to audit any file with 24-hours' notice.

15. Confidentiality

All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the TPA and the City are confidential and not to be disclosed to any person except as authorized by the City, the TPA or as required by law.

It is the TPA’s responsibility to develop and implement processes and procedures relating to the protection of the City’s electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention.
The following Guidelines have been adopted by the CSAC Excess Insurance Authority (hereinafter The Authority or the EIA) in accordance with Article 18(b) of the CSAC Excess Insurance Authority Joint Powers Agreement. It is the intent of these Guidelines to comply with all applicable Labor Code and California Code of Regulations Sections. In the event that there exists a conflict between the Guidelines, the Labor Code or the Code of Regulations, the most stringent requirement shall apply.

I. CLAIM HANDLING - ADMINISTRATIVE

A. Case Load

1. The claims examiner assigned to the Member shall handle a targeted caseload of 150 but not to exceed 175 indemnity claims. This caseload shall include future medical cases with every 2 future medical cases counted as 1 indemnity case.

2. Supervisory personnel should not handle a caseload, although they may handle specific issues.

B. Case Review and Documentation

1. Documentation should reflect any significant developments in the file and include a plan of action. The examiner should review the file at intervals not to exceed 45 calendar days. Future medical files should be reviewed at intervals not to exceed 90 calendar days. The supervisor shall monitor activity on indemnity files at intervals not to exceed 120 calendar days. Future medical files shall be reviewed by the supervisor at intervals not to exceed 180 calendar days. An accomplishment level of 95% shall be considered acceptable.
2. File contents shall comply with Code of Regulations Sections 10101, 10101.1 and 15400, and be kept in a neat and orderly fashion. An accomplishment level of 95% shall be considered acceptable.

3. All medical-only cases shall be reviewed for potential closure or transfer to an indemnity examiner within 90 calendar days following claim file creation. An accomplishment level of 95% shall be considered acceptable.

C. Communication

1. Telephone Inquiries

Return calls shall be made within 1 working day of the original telephone inquiry. All documentation shall reflect these efforts. An accomplishment level of 95% shall be considered acceptable.

2. Incoming Correspondence

All correspondence received shall be clearly stamped with the date of receipt. An accomplishment level of 95% shall be considered acceptable.

3. Return Correspondence

All correspondence requiring a written response shall have such response completed and transmitted within 5 working days of receipt. An accomplishment level of 95% shall be considered acceptable.

D. Fiscal Handling

1. Fiscal handling for indemnity benefits on active cases shall be balanced with appropriate file documentation on a semi-annual basis to verify that statutory benefits are paid appropriately. Balancing is defined as, "an accounting of the periods and amounts due in comparison with what was actually paid". An accomplishment level of 95% shall be considered acceptable.

2. In cases of multiple losses with the same person, payments shall be made on the appropriate claim file. An accomplishment of 95% shall be considered acceptable.
E. Medicare Reporting

Proper verification of a claimant’s status as to Medicare eligibility shall be completed and documented in the claim file. In those cases where the claimant does meet the eligibility requirements, mandatory reporting to the Center for Medicaid Services (CMS) must be completed directly or through a reporting agent in compliance with Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007 (“MMSEA”). An accomplishment of 100% shall be considered acceptable.

II. CLAIM CREATION

A. Three Point Contact

Three point contact shall be conducted with the injured worker, employer representative and treating physician within 3 working days of receipt of the claim by the third party administrator or self administered entity. If a nurse case manager is assigned to the claim, initial physician contact may be conducted by either the claims examiner or the nurse case manager. In the event a party is non-responsive, there should be evidence of at least three documented attempts to reach the individual. Medical-only claims shall have this three point contact requirement as well. An accomplishment level of 95% shall be considered acceptable.

B. Compensability

1. The initial compensability determination (accept claim, deny claim or delay acceptance pending the results of additional investigation) and the reasons for such a determination shall be made and documented in the file within 14 calendar days of the filing of the claim with the employer. In the event the claim is not received by the third party administrator or self administered entity within 14 calendar days of the filing of the claim with the employer, the third party administrator or self administered entity shall make the initial compensability determination within 7 calendar days of receipt of the claim. An accomplishment level of 100% shall be considered acceptable.

2. Delay of benefit letters shall be mailed in compliance with the Division of Workers’ Compensation (DWC) guidelines. In the event the employer does not provide notice of lost time to the third party administrator or self administered entity timely to comply with DWC guidelines, the third party administrator or self administered entity shall mail the benefit letters within 7 calendar days of notification. An accomplishment level of 100% shall be considered acceptable.
3. The final compensability determination shall be made by the claims examiner or supervisor within 90 calendar days of employer receipt of the claim form. An accomplishment level of 100% shall be considered acceptable.

C. AOE/COE Investigation

If a decision is made to delay benefits on a claim, an AOE/COE investigation shall be initiated within 3 working days of the decision to delay. This may include, but is not limited to, assigning out for witness/injured worker statements, initiating the QME/AME process, requesting medical records, etc. An accomplishment level of 95% shall be considered acceptable.

D. Reserves

1. Using the information available at claim file set up, an initial reserve shall be established for the most probable case value. An accomplishment level of 95% shall be considered acceptable.

2. The initial reserve shall be electronically posted to the claim within 14 calendar days of receipt of the claim. An accomplishment level of 95% shall be considered acceptable.

E. Indexing

All claims shall be reported to the Index Bureau at time of initial set up and re-indexed on an as needed basis thereafter. An accomplishment level of 95% shall be considered acceptable.

The EIA maintains membership with the Index Bureau that members can access.

III. CLAIM HANDLING — TECHNICAL

A. Payments

1. Initial Temporary and Permanent Disability Indemnity Payment

   a. The initial indemnity payment shall be issued to the injured worker within 14 calendar days of knowledge of the injury and disability. In the event the third party administrator or self administered entity is not notified of the injury and disability within 14 calendar days of the employer's knowledge, the third party administrator or self administered entity shall make payment within 7 calendar days of
notification. Initial permanent disability payments shall be issued within 14 calendar days after the date of last payment of temporary disability. This shall not apply with salary continuation. An accomplishment level of 100% shall be considered acceptable.

b. The properly completed DWC Benefit Notice shall be mailed to the employee within 14 calendar days of the first day of disability. In the event the third party administrator or self administered entity is not notified of the first day of disability until after 14 calendar days, the DWC Benefit Notice shall be mailed within 7 calendar days of notification. An accomplishment level of 100% shall be considered acceptable.

c. Self imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document. An accomplishment level of 100% shall be considered acceptable.

d. Overpayments shall be identified and reimbursed timely where appropriate. The third party administrator or self administered entity shall request reimbursement of overpaid funds from the party that received the funds. If necessary, a credit shall be sought as part of any resolution of the claim. An accomplishment level of 95% shall be considered acceptable.

2. Subsequent Temporary and Permanent Disability Payments

a. Eligibility for indemnity payments subsequent to the first payment shall be verified, except for established long-term disability. An accomplishment level of 100% shall be considered acceptable.

b. Self imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document. An accomplishment level of 100% shall be considered acceptable.

3. Final Temporary and Permanent Disability Payments

a. All final indemnity payments shall be issued timely and the appropriate DWC benefit notices sent. An accomplishment level of 100% shall be considered acceptable.
b. Self imposed penalty shall be paid on late payments in accordance with Section III. A.7. of this document. An accomplishment level of 100% shall be considered acceptable.

4. Award Payments

a. Payments on undisputed Awards, Commutations, or Compromise and Releases shall be issued within 10 calendar days following receipt of the appropriate document. An accomplishment level of 95% shall be considered acceptable.

b. For all excess reportable claims, copies of all Awards shall be provided to the Authority at time of payment. An accomplishment level of 95% shall be considered acceptable.

5. Medical Payments

a. Medical treatment billings (physician, pharmacy, hospital, physiotherapist, etc.) shall be reviewed for correctness, approved for payment and paid within 60 working days of receipt. An accomplishment level of 100% shall be considered acceptable.

b. The medical provider must be notified in writing within 30 working days of receipt of an itemized bill if a medical bill is contested, denied or incomplete. An accomplishment level of 100% shall be considered acceptable.

c. A bill review process should be utilized whenever possible. There should be participation in a PPO and/or MPN whenever possible.

6. Injured Worker Reimbursement Expense

a. Reimbursements to injured workers shall be issued within 15 working days of the receipt of the claim for reimbursement. An accomplishment level of 95% shall be considered acceptable.

b. Advance travel expense payments shall be issued to the injured worker 10 working days prior to the anticipated date
of travel. An accomplishment level of 95% shall be considered acceptable.

7. Penalties
   a. Penalties shall be coded so as to be identified as a penalty payment. An accomplishment level of 100% shall be considered acceptable.
   b. If the Member utilizes a third party administrator, the Member shall be advised of the assessment of any penalty for delayed payment and the reason thereof, and the administrator's plans for payment of such penalty, on a monthly basis. An accomplishment level of 95% shall be considered acceptable.
   c. If the Member utilizes a third party administrator, the Member, in their contract with the administrator, shall specify who is responsible for specific penalties.

B. Medical Treatment
   1. Each Member shall have in place a Utilization Review process. An accomplishment level of 100% shall be considered acceptable.
   2. Disputes regarding spine surgery shall be resolved using the process set forth in Labor Code Section 4062(b). An accomplishment level of 100% shall be considered acceptable.
   3. Nurse case managers shall be utilized where appropriate. An accomplishment level of 95% shall be considered acceptable.
   4. If enrolled in a Medical Provider Network, the network shall be utilized whenever appropriate.

C. Apportionment
   1. Investigation into the existence of apportionment shall be documented. An accomplishment level of 100% shall be considered acceptable.
   2. If potential apportionment is identified, all efforts to reduce exposure shall be pursued. An accomplishment level of 100% shall be considered acceptable.
D. Disability Management

1. The third party administrator or self administered entity shall work proactively to obtain work restrictions and/or a release to full duty on all cases. The TPA or self-administered entity shall notify a designated Member representative immediately upon receipt of temporary work restrictions or a release to full duty, and work closely with the Member to establish a return to work as soon as possible. An accomplishment level of 95% shall be considered acceptable.

2. The third party administrator or self administered entity shall notify a designated Member representative immediately upon receipt of an employee’s permanent work restrictions so that the Member can determine the availability of alternative, modified or regular work. An accomplishment level of 100% shall be considered acceptable.

3. If there is no response within 20 calendar days, the third party administrator or self administered entity shall follow up with the designated Member representative. An accomplishment level of 100% shall be considered acceptable.

4. Members shall have in place a process for complying with laws preventing disability discrimination, including Government Code Section 12926.1 which requires an interactive process with the injured worker when addressing a return to work particularly with permanent work restrictions.

5. Third party administrators or self administered claims professional shall cooperate with members to the fullest extent, in providing medical and other information the member deems necessary for the member to meet its obligations under federal and state disability laws.

E. Supplemental Job Displacement Benefits

1. Supplemental Job Displacement Benefits – Dates of injury 1/1/04 and after: Benefits pursuant to Labor Code Section 4658.5 shall be timely provided. An accomplishment level of 100% shall be considered acceptable.

2. The third party administrator or self administered entity shall secure the prompt conclusion of vocational rehabilitation/SJDB and settle where appropriate. An accomplishment level of 95% shall be considered acceptable.
F. Reserving

1. Reserves shall be reviewed at regular diary and at time of any significant event, e.g., surgery, P&S/MMI, return to work, etc., and adjusted accordingly. This review shall be documented in the file regardless of whether a reserve change was made. An accomplishment level of 95% shall be considered acceptable.

2. Indemnity reserves shall reflect actual temporary disability indemnity exposure with 4850 differential listed separately. An accomplishment level of 100% shall be considered acceptable.

3. Permanent disability indemnity exposure shall include life pension reserve if appropriate. An accomplishment level of 100% shall be considered acceptable.

4. Future medical claims shall be reserved in compliance with SIP regulation 15300 allowing adjustment for reductions in the approved medical fee schedule, undisputed utilization review, medically documented non-recurring treatment costs and medically documented reductions in life expectancy. An accomplishment level of 100% shall be considered acceptable.

G. Resolution of Claim

1. Within 10 working days of receiving medical information indicating that a claim can be finalized, the claims examiner shall take appropriate action to finalize the claim. An accomplishment level of 95% shall be considered acceptable.

2. Settlement value shall be documented appropriately utilizing all relevant information. An accomplishment level of 95% shall be considered acceptable.

H. Settlement Authority

1. No agreement shall be authorized involving liability, or potential liability, of the Authority without the advance written consent of the Authority. An accomplishment level of 100% shall be considered acceptable.

2. The third party administrator shall obtain the Member’s authorization on all settlements or stipulations in excess of the settlement authority provided in any provision of the individual addendum.
contract between the Member and the claims administrator. An accomplishment level of 100% shall be considered acceptable.

IV. LITIGATED CASES

The third party administrator or self administered entity shall establish written guidelines for the handling of litigated cases. The guidelines should, at a minimum, include the points below, which may be adopted and incorporated by reference as “the guidelines”.

A. Defense of Litigated Claims

1. The third party administrator or self administered entity shall promptly initiate investigation of issues identified as material to potential litigation. The Member shall be alerted to the need for in-house investigation, or the need for a contract investigator who is acceptable to the Member. The Member shall be kept informed on the scope and results of investigations. An accomplishment level of 95% shall be considered acceptable.

2. The third party administrator or self administered entity shall, in consultation with the Member, assign defense counsel from a list approved by the Member. An accomplishment level of 95% shall be considered acceptable.

3. Settlement proposals directed to the Member shall be forwarded by the third party administrator, self administered entity or defense counsel in a concise and clear written form with a reasoned recommendation. Settlement proposals shall be presented to the Member as directed so as to insure receipt in sufficient time to process the proposal. An accomplishment level of 95% shall be considered acceptable.

4. Knowledgeable Member personnel shall be involved in the preparation for medical examinations and trial, when appropriate or deemed necessary by the Member so that all material evidence and witnesses are utilized to obtain a favorable result for the defense. An accomplishment level of 95% shall be considered acceptable.

5. The third party administrator or self administered entity shall comply with any reporting requirement of the Member. An accomplishment level of 95% shall be considered acceptable.
B. Subrogation

1. In all cases where a third party (other than a Member employee or agent) is responsible for the injury to the employee, attempts to obtain information regarding the identity of the responsible party shall be made within 14 calendar days of recognition of subrogation potential. Once identified, the third party shall be contacted within 14 calendar days with notification of the Member's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental entity, a claim shall be filed with the governing board (or State Board of Control as to State entities) within 6 months of the injury or notice of the injury. An accomplishment level of 95% shall be considered acceptable.

2. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the Member shall be entitled. An accomplishment level of 95% shall be considered acceptable.

3. The file shall be monitored to determine the need to file a complaint in civil court in order to preserve the statute of limitations. An accomplishment level of 95% shall be considered acceptable.

4. If the injured worker brings a civil action against the party responsible for the injury, the claims administrator shall consult with the Member about the value of the subrogation claim and other considerations. Upon Member authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action. An accomplishment level of 95% shall be considered acceptable.

5. Whenever practical, the claims administrator shall aggressively pursue recovery in any subrogation claim. They should attempt to maximize the recovery for benefits paid, and assert a credit against the injured worker's net recovery for future benefit payments. An accomplishment level of 95% shall be considered acceptable.

V. EXCESS COVERAGE

A. Claims meeting the definition of reportable excess workers' compensation claims as defined by the Memorandum of Coverage Conditions Section shall be reported to the Authority within 5 working days of the day on which it is known the criterion is met. Utilize the Excess Workers' Compensation First Report Form available through the EIA website. An accomplishment level of 100% shall be considered acceptable.
B. Subsequent reports shall be transmitted to the Authority on a quarterly basis on indemnity claims and on a semi-annual basis on future medical claims sooner if claim activity warrants, or at such other intervals as requested by the Authority, in accordance with Underwriting and Claims Administration Standards. Utilize the Excess Workers' Compensation Status Report Form available through the EIA website, or a comparable form to be approved by the Authority. An accomplishment level of 95% shall be considered acceptable.

C. Reimbursement requests should be submitted in accordance with the Authority's reporting and reimbursement procedures on a quarterly or semi-annual basis depending on claims payment activity. Utilize the Excess Workers' Compensation Claim Reporting and Reimbursement Procedures available through the EIA website. An accomplishment level of 95% shall be considered acceptable.

D. A closing report with a copy of any settlement documents not previously sent shall be sent to the Authority. An accomplishment level of 95% shall be considered acceptable.
EXHIBIT B
APPROVED FEE SCHEDULE

Claims Administration – consultant shall provide claims administration at the following amounts annually.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>FLAT FEE</th>
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<tr>
<td>1</td>
<td>$12,500.00</td>
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<tr>
<td>2</td>
<td>$12,812.50</td>
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<tr>
<td>3</td>
<td>$13,132.81</td>
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<tr>
<td>Option Year 1</td>
<td>$13,461.13</td>
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<tr>
<td>Option Year 2</td>
<td>$13,797.66</td>
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</tbody>
</table>

Managed Care Services – Managed care services including bill review and utilization review shall be directly billed to the claim file per the rates below.

a) Bill Review - $10.00 per bill plus 22% of PPO savings or $16.00 flat fee per bill inclusive of PPO access fee. No charge for full duplicates and reconsideration. Includes WCIS reporting and EDI.

b) Utilization Review*

- Level 1 – Non-clinical/Adjuster Level No charge
- Level 2 – Clinical/Nurse $90.00 per hour
- Level 3 - Clinical/Medical Advisor $225.00 per hour
- Specialty Peer Review $325.00 per hour

c) Case Management*

- Telephonic Case Management $95.00 per hour
- Field Case Management $105.00 per hour

* Rates for utilization review and case management shall increase by 2.5% per annum after year 1.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2016

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

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

PRODUCER: DENISE D. BARNES
HEALTHCARE LIABILITY SOLUTIONS
820 GESSNER, SUITE 1825
HOUSTON, TX 77024
PH: 800-732-8619 FAX: 713-343-5025
E-MAIL: MARLENE EDWARDS@HLSS.COM

INSURED: INTERCARE HOLDINGS, INC.
6020 WEST OAKS BLVD., SUITE 100
ROCKLIN, CA 95765
PH: 800-732-8619 FAX: 713-343-5025
ADDRESS:

INSURER(S) AFFORDING COVERAGE:

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<thead>
<tr>
<th>INSURER</th>
<th>NAIC#</th>
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<tr>
<td>A</td>
<td>HARTFORD ACCIDENT &amp; INDEMNITY INSURANCE CO.</td>
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<tr>
<td>B</td>
<td>TRUMBULL INSURANCE COMPANY</td>
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<tr>
<td>C</td>
<td>TWIN CITY FIRE INSURANCE COMPANY</td>
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</table>

COVERAGES

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<tr>
<th>TYPE OF INSURANCE</th>
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<td>GENERAL AGGREGATE LIMITS</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
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<td>E. L. DISEASE—EA OWNER</td>
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CITY OF LOS ALAMITOS, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE TO BE COVERED AS ADDITIONAL INSURED FOR ALL LIABILITY ARISING OUT OF THE OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED WITH RESPECT TO GENERAL LIABILITY PER ATTACHED FORM #HG000010605. WAIVER OF SUBROGATION IS INCLUDED ON THE WORKER’S COMPENSATION, GENERAL LIABILITY AND AUTO LIABILITY POLICIES.

CERTIFICATE HOLDER CANCELLATION

CITY OF LOS ALAMITOS
ATT: JASON AL-IMAM
3191 KATELLA AVE
LOS ALAMITOS, CA 90720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01) © 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2016

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

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PRODUCER

DENISE D. BARNES
HEALTHCARE LIABILITY SOLUTIONS
820 GESSNER, SUITE 1825
HOUSTON, TX 77024

INSURED

INTERCARE HOLDINGS INSURANCE SERVICES
6020 WEST OAKS BLVD., SUITE 100
ROCKLIN, CA 95765

CONTACT

NAME: MARLENE EDWARDS

PHONE (A/C No. Ext): 713-480-4685
FAX (A/C, No): 713-343-5025
E-MAIL

INSURER(S) AFFORDING COVERAGE

INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY 25445
INSURER B: INTERCARE HOLDINGS INSURANCE SERVICES
INSURER C: ROCKLIN, CA 95765
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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<td>$10,000,000 AGGREGATE</td>
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<tr>
<td>$100,000 RETENTION</td>
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</table>

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

CERTIFICATE HOLDER CANCELLATION

CITY OF LOS ALAMITOS
ATTN: JASON AL-IMAM
3191 KATELLA AVE
LOS ALAMITOS, CA 90720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Los Alamitos  
CITY COUNCIL AGENDA REPORT  

MEETING DATE: May 20, 2019 ITEM NUMBER: 10M

To: Mayor Warren Kusumoto & Members of the City Council
Presented By: Les Johnson, Development Services Director
Subject: Extension of Professional Services Agreement with Charles Abbott Associates for Building & Safety, NPDES Business Inspection Services and City Facilities building related services

SUMMARY

This item provides a basis for continuing services with Charles Abbott Associates (CAA) to provide Building & Safety, NPDES Business Inspection Services and City facilities building related services for two more years. The current Professional Services Agreement (PSA) expires on June 30, 2019, but can be extended by mutual agreement.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 2 of the Professional Services Agreement with Charles Abbott Associates.

BACKGROUND

Charles Abbott Associates has been providing services to the City of Los Alamitos since 2011 through a Professional Services Agreement (PSA). The PSA expires on June 30, 2019, but can be extended for two years by mutual agreement. Staff has been satisfied with the service provided by Charles Abbott Associates.

DISCUSSION

Charles Abbott Associates has agreed to continue providing building permit, building inspection, and NPDES business inspection services with no price increases for the following two years. The attached Amendment No. 2 to the PSA extends the City’s contractual relationship for two years. Extension of the agreement services ensures the continuity of services. The tables below represent the rates for each service.
In addition to the above noted services and rates, it is desired to utilize the expertise of Charles Abbott Associates to provide technical assistance with City building related projects. This activity is currently not defined in the contract and the hourly rates represented for certain services does not align with the position needed. As a result, this contract extension includes a minor language change and the addition of an hourly rate representative of the position necessary for said services. The position being added is Senior Contract Administrator at the hourly rate of $110/hour. This service would be provided in an as needed basis and is expected to be nominal in volume comparative to the other services currently being provided.

**FISCAL IMPACT**

Extending the contract at the current rates will result in no additional fiscal impact to the City for the building permit, building inspection, and NPDES business inspection services provided by Charles Abbott Associates. The expense for providing technical assistance with City building related projects will be considered and included as part of the expense for such projects. Sufficient funds have been budgeted for this contract and will be paid out of account 10-534-5260 in the Fiscal Year 2019-2020 budget.

Submitted By: Les Johnson, Development Services Director  
Fiscal Impact Reviewed By: Eric Hendrickson, Finance Director  
Approved By: Bret M. Plumlee, City Manager

* Attachments:  
1. Amendment No. 2 – PSA Extension, Charles Abbott Associates  
2. 2015 Professional Services Agreement
AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT  
[City of Los Alamitos and Charles Abbott Associates] 

This Amendment No. 2 to Professional Services Agreement ("Amendment") is made and entered into on this 20th day of May, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Charles Abbott Associates, a California Corporation ("Contractor").

RECITALS

A. City and Charles Abbott Associates entered into that certain Professional Services Agreement for Building and Safety Plan Check and Inspection Services and NPDES Business Inspection Services on July 20, 2015 ("Agreement"), which was subsequently amended by that certain Amendment No. 1 to Professional Services Agreement on May 15, 2017 (collectively, the "Agreement"), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to extend the term of the Agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Sections [2.1], [3.3] and [5.1] of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 City has determined that it requires the following professional services from a consultant: Building and Safety Plan Check and Inspection Services, NPDES Business Inspection Services and City facilities building related services.

3.3 "Expiration Date": June 30, 2021.

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of 75% or permit and plan check fees up to $15,000, 60% of permit and plan check fees from $15,001 to $30,000 and 50% of permit and plan check fees over $30,000 including counter, inspection, plan check and Chief Building Official Oversight and all out of pocket expenses and shall not exceed $19,500 for NPDES Business License Program ($90 per hour) unless specifically approved in advance and in writing by City. This shall include one additional staff position: Senior Contract Administrator at an hourly rate of $110/hour to provide additional help researching, developing and administering some City projects.
2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By: __________________________________
   Warren Kusumoto
   Mayor

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By: _________________________________
   Michael S. Daudt
   City Attorney

ATTEST:

By: _________________________________
   Windmera Quintanar, MMC
   City Clerk

“Consultant”
Charles Abbott Associates

By: _________________________________
   Rusty Reed
   CEO/President

By: _________________________________
   Susan Abbott
   Majority Owner
May 6, 2019

Les Johnson
Community Services Director
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 92307

Dear Mr. Johnson,

The current contract between the City of Los Alamitos (City) and Charles Abbott Associates, Inc. (CAA) includes hourly rates for a few additional staffing positions should the City need any additional services. CAA would like to add one additional staff position to our contract, that position being of a Senior Contract Administrator at an hourly rate of $110/hour. We understand the City may need CAA to provide some additional help researching, developing, and administering some City projects and this staff position should cover that need.

Lastly, as we discussed, due to prevailing wage laws, any time spent by one of our building inspectors, inspecting these City projects will need to be billed at prevailing wage rates.

Thanks for your consideration and if there are any further questions, please let me know.

Regards,

Mark Abbott
PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/Charles Abbott Associates)

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Building and Safety Plan Check and Inspection Services and NPDES Business Inspection Services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1 "Scope of Services and Approved Fee Schedule": Such professional services as are set forth in Consultant's March 3, 2015 (revised on June 2, 2015 proposal to City attached hereto as A and incorporated herein by this reference.

3.2 "Commencement Date": July 1, 2015.

3.3 "Expiration Date": June 30, 2017.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by action of the City Council via written agreement of the parties to a maximum of three (3) two (2) year terms or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of 75% or permit and
plan check fees up to $15,000, 60% of permit and plan check fees from $15,001 to $30,000 and 50% of permit and plan check fees over $30,000.00 including counter, inspection, plan check and Chief Building Official Oversight and all out of pocket expenses and shall not exceed $19,500 for NPDES Business Inspection Program ($90 per hour) unless specifically approved in advance and in writing by City.

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

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

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Paul Melby shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.
6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

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

9. CONFIDENTIALITY

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

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

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other costs and expenses of litigation.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers’ compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the
performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

11. INSURANCE

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

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.1.3 Worker’s Compensation insurance 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
admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.

11.6 Consultant shall provide proof to the City’s Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage 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 reduced below the limits set forth Section 11.1. All of the policies shall also contain an endorsement providing that the policies cannot be cancelled except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

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

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of
Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. **MUTUAL COOPERATION**

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. **RECORDS AND INSPECTIONS**

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

14. **PERMITS AND APPROVALS**

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

15. **NOTICES**

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

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

If to Consultant:
Rusty Reed, PE
President
Charles Abbott Associates
27401 Los Altos, #220
Mission Viejo, CA 92691
Telephone: (866) 530-4980
Facsimile: (949) 367-2852
With courtesy copy to:

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

16. **SURVIVING COVENANTS**

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

17. **TERMINATION**

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

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

18. **GENERAL PROVISIONS**

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

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

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section
or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of
the State of California.

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

19  PREVAILING WAGE LAW

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

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

"City"
City of Los Alamitos
By Richar D. Murphy, Mayor
Date: 7/6/2015

"Consultant"
Charles Abbott Associates
By: Rusty Reed, CEO/President
Date: 7/2/2015

By: Susan Abbott
Susan Abbott, Majority Owner
Date: 7/2/2015
Attest:

By Windmera Quintanar, CMC, City Clerk

Date: 7-20-15

Approved as to form:

By Cary S. Reisman, City Attorney
EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE
Proposal for

Building and Safety Services

Prepared for

City of Los Alamitos

Steven Mendoza, Community Development/Public Works Director
3191 Katella Avenue
Los Alamitos, CA 90720

By:
Charles Abbott Associates, Inc.

27401 Los Altos # 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980

www.caaprofessionals.com
March 3, 2015

Subject: Proposal for Building and Safety Services

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building and Safety Services to the City of Los Alamitos (City). Since 1984, CAA has been providing a growing number of cities with outstanding Building Services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry.

CAA is exceptionally well qualified to provide the requested services to the City as described in our submittal. Our team is not only comprised of building & safety experts, but also highly trained professionals who are able to balance regulatory requirements, cost effectiveness, political considerations, and practicality when advising our clients. Our corporate headquarter is located at 27401 Los Altos, #220 in Mission Viejo, giving CAA the unique advantage to provide additional staff without delay if workload increases. Our Plan Review Office is also located at our main office, where we have full-time plan and part-time plan reviewers available to meet additional workload as required. In addition, our depth of professional knowledge and our 30 years of industry experience make CAA superior to any other consultant providing these services in Southern California. We constantly look for creative solutions for our clients' needs, and are committed to cost effectiveness without sacrificing quality. CAA has the experience, staffing, and professional relationships to make all the cities we work with a success in all the departments we serve. We believe that as you evaluate service providers, you may very well find that several firms possess the technical skills necessary to provide the services that you are seeking. However, we believe that upon evaluation of our qualifications and consideration of our firm's unique and unmatched delivery of services, you will find that CAA is best qualified to serve you.

CAA maintains well qualified and educated building officials, inspectors, engineers, and plan checkers. Our staff regularly attends training courses, seminars, and conferences to ensure they are up-to-date on the most relevant issues in the industry. As an example of these advanced industry-training standards, CAA provides California Building Official, (CALBO) certified in-house training to ensure staff members are aware of all State mandated procedures, policies, and requirements.

CAA recently received a company rating of "2" by ISO for all of our California Cities in 2014. This rating illustrates CAA's commitment to mitigating losses and enforcing codes to improve safety in our communities.

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective building services strategy available. We stand by our commitment to unparalleled professionalism and service, as evidenced by the average length of service with our clients of over 16 years.

Project Understanding

CAA understands the City is currently seeking comprehensive Building and Safety Services to provide contract building department administration, building inspection, and building plan review functions for the City of Los Alamitos, including the review of building plans, permit issuance, daily inspections, complaint investigations, and other related services as outlined.
in the City’s RFP. CAA also understands the City would like to add the required annual commercial and industrial private property NPDES inspections to the existing Building & Safety scope of work. We understand the project term would be for two years, with the option for up to 2 two-year extensions.

CAA will dedicate highly trained staff members from our pool of resources to this project. Our staff will act as the City’s Chief Building Official and carry out the duties of the Building and Safety Division, as well as other duties as assigned. Our staffing levels will ensure that the City’s Building Department is manned adequately during City Hall hours of operation, building inspections are conducted in an efficient and courteous manner that is responsive to the City and the public’s needs, and plans are reviewed within the specified turnaround times. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City’s financial and staffing burdens. Additionally, CAA has the ability to add certified and qualified staff whenever workload demands increase.

Building Inspection Services

CAA will provide the inspection of structures under construction in the City for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code.

CAA will provide one full-time certified Senior Building Inspector to the City. Additional inspectors will be available as required by workload. A CAA Building Inspector will be available at all times to conduct urgent building inspections, should they arise.

Inspection Personnel Qualifications

CAA assigned staff will perform inspection services as required by the City. Our staff will meet or exceed the City’s minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. All CAA inspectors are ICC certified.

Inspection Responsibilities

Inspectors assigned to the City will perform periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the City, as well as a working familiarity with the Fire Codes. Inspectors are accessible and available to meet with the project design team and/or the client’s representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations.

Guaranteed Response Times

CAA assures the City that all turn around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.

- CAA will conduct any necessary or required building investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents.
- CAA will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building Services Division.
Building Plan Check Services

CAA will provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted California Building Code, California Residential compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code, Title 24, and the City Municipal Code. Plan review will be performed in-house and off-site.

Plan Review Timeframes

All initial major reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Minor plan checks and rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan checks in less time. CAA also provides over-the-counter plan review for simple projects, as well as accelerated plan review at an additional cost. Accelerated plans are turned around in 48 hours for first plan check and rechecks from day of submittal.

Building Permit Software

CAA will continue to provide our Filemaker Pro permitting software at no cost to the City.

NPDES Inspections

CAA will assist the City with administration of the City's inspection program, including municipal NPDES Permit Compliance reviews, Commercial, Industrial, and Construction site inspections. There are many issues that arise after compliance inspections are conducted that require a rapid review, assessment, and recommendations to City staff. CAA will provide the necessary expert technical and regulatory advice to assist the City with its compliance efforts for planned and unplanned regulatory matters arising from the City's Stormwater Permit and statewide NPDES stormwater programs. We have provided services similar to those you are requesting to municipalities within the counties of Orange, Los Angeles, San Bernardino and Ventura, including the Cities of Aliso Viejo, Apple Valley, Culver City, Cypress, Hawaiian Gardens, Hidden Hills, Redondo Beach, Laguna Woods, Los Alamitos, Moorpark, Norwalk, Palos Verdes Estates, Pomona, Rancho Santa Margarita, Terrance and Yucaipa.

Our proposal will remain valid for 90 days, as requested in the City's RFP. CAA proposes the following minor language changes to the Professional Service Agreement:

10. INDEMNIFICATION

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

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, and 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 negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers’ compensation statute or similar law. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, and employees.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, and employees 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 act, intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

11.6 Consultant shall provide proof to the City’s Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage as the original policies 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, and agents as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or renewed except on thirty days’ prior written notice to City, except for non-payment of premiums, when ten days’ written notice will be provided. 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, or agents shall be in excess of Consultant’s insurance and shall not contribute with it.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. Adjustments to any insurance liability policy shall be made in accordance with policies established by the City. Consultant shall indemnify City for any loss or liability suffered by City in connection with Consultant’s negligence or act of omission.

Paul Melby, CBO, will serve as the Project Manager. Should the City have any questions or require additional information, please contact Paul Melby or myself. We look forward to meeting with you to further discuss your service needs. Thank you in advance for your consideration.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.
Rusty R. Reed, PE President
27401 Los Altos # 220
Mission Viejo, CA 92691

professional services
B: COMPANY DATA

   27401 Los Altos, #220
   Mission Viejo, CA 92691

2. Primary point of contact: Paul Melby, Project Manager
   27401 Los Altos, #220
   Mission Viejo, CA 92691
   Tel: 949-293-6661
   paulmelby@caaprofessionals.com

3. Entity type: Corporation

4. Federal Tax ID: 33-80753899

5. Company locations:

<table>
<thead>
<tr>
<th>CALIFORNIA – COMPANY HEADQUARTER</th>
<th>GEORGIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>27401 Los Altos, #220</td>
<td>Two Ravinia, #500</td>
</tr>
<tr>
<td>Mission Viejo, CA 92691</td>
<td>Atlanta, GA 30346</td>
</tr>
<tr>
<td>Tel: (949) 367-2850</td>
<td>Tel: (866) 530-4980</td>
</tr>
<tr>
<td>Fax: (949) 367-2852</td>
<td>Fax: (949) 367-2852</td>
</tr>
</tbody>
</table>

6. Charles Abbott Associates, Inc. is a privately owned corporation not owned in whole or in part by any other business organization or individual.

7. Years in Business: 30 (founded in 1984)

8. Comparable Contracts:
   City of Calimesa, CA since 2014 Building & Safety Services
   City of La Palma, CA since 2012 Building & Safety Services
   City of Laguna Hills, CA since 2012 Building & Safety Services
   City of Adelanto, CA since 2010 Building & Safety Services
   City of Cypress, CA since 2008 Building & Safety Services
   City of Rancho Santa Margarita, CA since 2007 Building & Safety Services
   City of Laguna Niguel, CA since 2006 Building & Safety Services
   City of Fountain Valley, CA since 2004 Building & Safety Services
   City of Stanton, CA since 2004 Building & Safety Services
   City of Aliso Viejo, CA since 2002 Building & Safety Services
   City of Mission Viejo, CA since 1995 Building & Safety Services
   City of Camarillo, CA since 1994 Building & Safety Services
   Town of Yucca Valley, CA since 1994 Building & Safety Services
   City of Yucaipa, CA since 1993 Building & Safety Services
   City of Twentynine Palms, CA since 1993 Building & Safety Services
   Town of Apple Valley, CA since 1990 Building & Safety Services
   City of Hidden Hills, CA since 1990 Building & Safety Services
   City of Moorpark, CA since 1988 Building & Safety Services
   City of Palos Verdes Estates, CA since 1984 Building & Safety Services

9. Areas of Specialization:
   Building & Safety Administration
   Plan Review
   Building Inspections
   Accessibility Assessments
   Grading and Improvement Review
   Environmental Assessment
   Municipal NPDES Programs
   NPDES Review & Inspections
Public Works Administrative Services  Evaluation of Fee Structures  
Public Works Contracting  Grant/Funding Applications  
Work Management and Budgeting  AB 939 Implementation  
Systems  Pavement Management  
Organizational/Personnel Audits  Asset Management

10. CAA has not had any failures or refusals to complete a contract.

11. CAA's only business is to provide professional services to municipalities. Those services include Building and Safety, Code Enforcement, Environmental Compliance, Engineering, and other related services. CAA has no financial interests in any other line of work.

12. CAA is not aware of any conflicts of interest in proposing our services to the City of Los Alamitos.

C: PROPOSALS

1. CAA proposes Mark Abbott, CBO, as the City's Building Official. Mr. Abbott has over 12 years of municipal experience with building and engineering related activities, and has served as the City's Building Official/Inspector since 2010. CAA will commit Mr. Abbott to the City for the duration of the contract.

2. CAA has over 30 years of experience providing services to municipalities just like Los Alamitos. Since our incorporation in 1984, CAA has grown to a full-time staff of over 140 employees. CAA has a record of very low staff turnover, which has proven highly beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our engineering and building and safety commitments to our clients. Each one of our team members has worked on similar projects and served the public sector for many years. CAA's proposed staff has many years of experience analyzing and reviewing plans and related submittal documents for compliance with State and Local codes and amendments, as well as administering engineering and public works projects. Our team of highly qualified engineers and plan review staff are well trained, experienced, and familiar with the adopted codes.

3. CAA's main office serving the City of Los Alamitos is located in Mission Viejo, CA. CAA will provide on-site Building Department staff during regular business hours of City Hall, and ensure the City's Building Division counter is staffed during the hours of 7:30am - 10:00am and 2:00pm - 4:00pm.

4. In addition to the Certified Building Official mentioned above, CAA will provide the following support personnel as needed:
   - Paul Melby, CBO, will serve as the Project Manager for the City and ensure that our policies, procedures, and manpower will provide the level of service the City desires. He will supervise the project and maintain continuous communication with the City to ensure that the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours. Any shortcomings from the City's perspective will be dealt with promptly. Mr. Melby has over 20 years of related experience.
   - Rodney Sipma is a certified Building Inspector with over 25 years of construction experience, who will serve as the City's Building Inspector.

5. CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. The following describes CAA's approach to meet each of the City's needs as outlined in the RFP.
Proper Staffing to meet Workload Demands
CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, with City approval, as well as finding more efficient ways to manage and accomplish existing work.

Staff Training
Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

We strongly believe in cross-training our employees in order to streamline the permit and inspection process. Each inspector is able to perform multiple plan reviews and inspections, which is both cost effective and expeditious to the City and contractors. Our approach to training is ongoing and not just occasional, assuring clients of work that is in full compliance to current standards. In addition, because the staff is well trained, they face virtually no learning curve and are able to get to work immediately.

Quality Control
Procedures are implemented to ensure that everyone is cross-checked in the work they are performing. This ensures that enforcement of the codes is being applied as uniformly as possible, and that as a group we are working as intelligently as possible.

Integration Plan
CAA prides itself on being a “team player” in each municipal service engagement. We train our staff to recognize that citizens of the community, City staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand.

Project Controls
CAA tracks and controls project costs and will provide timely invoices through the company’s payroll and accounting systems. Employees enter their time into the CAA payroll system from the primary workstation. All data is checked weekly by the Project Manager for accuracy and validity. CAA’s administrative staff will prepare a monthly invoice per the agreement with the City. All invoices will be reviewed by the project manager prior to submittal to the City for payment.

6. CAA is able to provide proof of insurance coverage prior to contract execution.

7. CAA is not aware of any conflicts of interest in proposing our services to the City of Los Alamitos. CAA has not made any political contributions to any member of a City Council within the last 10 years. A list of our public agency clients is provided above. Previous customers we provided similar services to is the City of Hawaiian Gardens.

8. Additional services CAA can provide include:

CAA offers to provide all of the commercial and industrial inspections to ensure compliance with the City’s NPDES program, along with an NPDES inspection database that is compliant.
with the Orange County Local Implementation Plan (L.I.P). CAA is also providing the Building and Safety permit system currently in use at the City.

D. REFERENCES

The following contains related projects for CAA with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for them.

<table>
<thead>
<tr>
<th>REFERENCES</th>
<th>SERVICES</th>
<th>SINCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Stanton</td>
<td>Building Inspection Plan Review</td>
<td>2004</td>
</tr>
<tr>
<td>Mr. Omar Dadabhoy, Community</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dev. Director (714)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>896-4213</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7600 Katella Avenue, Stanton,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA 90680</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Cypress</td>
<td>Permit Issuance Plan Review Building Inspection</td>
<td>2008</td>
</tr>
<tr>
<td>Douglas Danc, Director of Public Works</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(714) 229-6752</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5257 Orange Avenue, Cypress,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA 90630</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Fountain Valley</td>
<td>Permit Issuance Plan Review Building Inspection</td>
<td>2004</td>
</tr>
<tr>
<td>Mr. Matt Mogensen, Interim Building and Planning Director (714) 593-4436</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10200 Slater Avenue, Fountain Valley, CA 92708</td>
<td></td>
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</tr>
</tbody>
</table>

E. COMPENSATION/PAYMENT SCHEDULE

CAA will submit monthly invoices to the City, as requested.

A. Hourly Rates

CAA will provide a part-time as needed Building Official, a Permit Technician and/or Building Inspector between the hours of 7:30am to 10am, a Building Inspector to perform all inspections after 10am, and other necessary personnel and resources to perform all of the services outlined in the Building and Safety Scope of Work. This also includes our permit issuance and tracking system for the following percentage of fees collected:

<table>
<thead>
<tr>
<th>Monthly Fees Collected</th>
<th>CAA % of Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>The first $15,000</td>
<td>75%</td>
</tr>
<tr>
<td>Additional amounts between $15,001 and $30,000</td>
<td>60%</td>
</tr>
<tr>
<td>Additional amounts over $30,000</td>
<td>50%</td>
</tr>
</tbody>
</table>

NPDES commercial property inspections shall not exceed $19,500 annually.

Additional staffing can be provided as needed, when approved in advance by the City, and will be billed at the hourly rates specified below. A minimum unit of 2 hours applies.

Certified Building Official: $122/hour
Plan Check Engineer: $125
Building Inspector/Plan Checker: $97/hour
Environmental Associate: $90/hour
Permit Technician: $66/hour

B. Reimbursable Expenses: None

C. Rate Adjustments: CAA guarantees the proposed rates will not increase for the duration of the contract.

D. Bundling of Compensation:

<table>
<thead>
<tr>
<th>Request for Proposal</th>
<th>Regular Hourly Rate</th>
<th>Percentage Fee</th>
<th>1st Check Business Days</th>
<th>2nd Check Business Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Official</td>
<td>$122</td>
<td>75% - 60% - 50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per-rate as needed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Inspector</td>
<td>$97</td>
<td>75% - 60% - 50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 a.m. to 2 p.m.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permit Tech</td>
<td>$66</td>
<td>75% - 60% - 50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 a.m. to 10 a.m. &amp; 2 p.m.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan Check Services</td>
<td>$125, $97</td>
<td>75% - 60% - 50%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Plan Check Time:

<table>
<thead>
<tr>
<th>Residential</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>New SFD</td>
<td>10</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Multi-family</td>
<td>10</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additions</td>
<td>10</td>
<td>5</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Commercial</th>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>New Construction</td>
<td>10</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Improvements</td>
<td>10</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Optional Contract Services

NPDES Inspections $80

E. Payment

CAA agrees to provide the City with itemized statements every month, indicating work completed and hours of service rendered.

ATTACHMENT: STAFF RESUMES

Please find detailed resumes for the proposed personnel attached.
Paul Melby, CBO

Years of Experience
20+

Education
A.S. Construction inspection,
Mt. San Antonio College
A.A. Architectural Drafting,
Saddleback College
A.A. Business Management, Saddleback College

License
General Contractor B License

Professional Memberships
ICC OE Board Member, CALBO Professional Licensing Committee

Certifications
ICC Building Official (0875834-CB)
ICC Plans Examiner (0875834-60)
ICC Combination Inspector (0875834-50)
ICC Green Certified (0875834-G1)
General Contractor (901300 B)
OES/CALEMA Disaster Service Worker (SAP63248)

Mr. Melby serves as the Building Official for the City of Rancho Santa Margarita and La Palma. He is responsible for the plan review of construction projects as well as the construction inspections in the City of Rancho Santa Margarita. In addition, Mr. Melby augments Rancho Santa Margarita City staff by providing support for Planning, Code Enforcement, Public Works, and Water Quality. Mr. Melby prepares reports for City staff and coordinates with other agencies ensuring that projects are not permitted or finalized until the required approvals are obtained. Mr. Melby prides himself on being able to administer the code in a friendly, courteous manner. Coming from a construction background, he understands issues involving the mechanics and constructability of systems intended for compliance.

Recent Project Experience
- Building Official for the City of Rancho Santa Margarita.
- Building Official for the City of La Palma.
- Plan Check Manager at Willdan Engineering: Supervised plan check engineers, soils engineers, and provided plan check services for the County of Orange, and Cities of Santa Ana, Garden Grove, Tustin, Lake Forest, and Laguna Hills.

Professional Affiliations
January 2014 - Present: ICC Orange Empire Board of Directors
January 2013 - Present: California Building Officials State Licensing Committee
January 2011 - December 2013: ICC Orange Empire Education Chairman
October 2013 - ICC/CALBO Exam Development Committee
Mr. Abbott has over 12 years of municipal experience with building and engineering related activities. In 2003 he began his career with Charles Abbott Associates, Inc. in the Town of Apple Valley as a Building Inspector. He took on additional responsibilities in 2007 by managing and inspecting various capital improvement projects (CIP) for the Engineering Division in the Town of Apple Valley. CIP’s include everything from road paving projects to working through the environmental process for a new 1.25 mile, 6-lane bridge over the Mojave River.

Due to his continued desire for new building related opportunities, he earned his ICC Certified Building Official in the fall of 2009 and currently serves as the Building Official/Building Inspector for the City of Los Alamitos. His current responsibilities include performing daily building inspections, plan review, permit issuance and fielding various building code questions from citizens.

He has also modernized CAA’s Building Permit system, which has streamlined the permit issuance process and improved customer service in all of CAA’s client cities. Mr. Abbott’s extensive experience with residential and non-residential projects has made him a great asset to every municipality that he has served.

Recent Project Experience
- Building Official/Inspector for the City of Los Alamitos.
- Successfully led the plan checking, permitting and inspection for the first phase of the Los Alamitos Medical Center expansion, which included a 6-story parking structure and 3-story medical office building.
- Implemented the installation of 84 Permits permit system with electronic plan check in the City of Fountain Valley.
- Building Inspector for the Town of Apple Valley, CA.
- Coordinated plan check, building inspections and off-site inspections for a Pulte Homes tract of 1,200-plus homes.

Professional Affiliations
January 2015 - Present: ICC Orange Empire Education Committee
Rodney Sipma

Certified Building Inspector
Years of Experience
25+

Education
Master of Social Work
B.A. Psychology
ICC Certified, PC932 Arrest and Control
Certified for Code Enforcement

Professional Memberships
ICC

Certifications
ICC Combination Building Inspector
California Residential Plumbing Inspector
California Commercial Plumbing Inspector
California Residential Mechanical Inspector
California Commercial Mechanical Inspector
California Commercial Electrical Inspector
Commercial Electrical Inspector
Residential Combination Inspector
Commercial Combination Inspector
PC932 Arrest and Control Certified for Code Enforcement

Mr. Sipma is an experienced Certified Building Inspector and has also worked as a part time Code Enforcement Officer. He is a licensed contractor with hands-on construction experience, and holds multiple certifications.
Steve Ahuna, PE, CBQ

Registered Civil Engineer/Certified Plans Examiner

Years of Experience
30+

Education
M.S., Applied Economics, Santa Clara University, Santa Clara, CA
B.S., Architectural Engineering, California State University, San Luis Obispo

Professional Memberships
ICC, CALBO, SEAOSC

Certifications
ICC Certified Building Official (1036330-CB)
ICC Certified Plans Examiner (1036330-B3)
ICC Certified Plans Examiner UBC (1036330-60)
OES/CALEMA DISASTER SERVICE WORKER

Registration
Civil Engineer in California (C 34264), Nevada, Florida and Arizona

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

Recent Project Experience
- 3-Story Senior Complex, Laguna Niguel, CA
- 20 Unit Townhouse Project, Huntington Beach, CA
- Several Industrial/Office Buildings, Huntington Beach, CA
- Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- Nevada Cancer Institute
- Fairfield Apartments
Leila Sadrieh

Environmental Inspector

Years of Experience
10+

Education
Bachelor of Natural Resources Engineering
(Environmental Issues), Azad University, Iran, 2001

Certifications
California Environmental Protection Agency
Basic Inspector Academy
Fundamental Inspector Courses

KEY QUALIFICATIONS
➢ Experienced Environmental Inspector
➢ NPDES Program Management
➢ NPDES Permit Compliance Reviews
➢ Excellent Interpersonal Skills
➢ Expert Technical and Regulatory Advice

Ms. Sadrieh will provide environmental inspection support to the City. She possesses extensive experience as an Environmental and Quality Control Consultant to various businesses. Her experience with Orange County Watersheds includes conducting water quality compliance inspections. She is highly familiar with the commercial inspection requirements associated with NPDES permits as well as the implementation of other environmental requirements.

Recent Project Experience:
• Orange County Public Works/OC Watersheds: Ms. Sadrieh conducts restaurant and commercial NPDES inspections within County jurisdiction. She also provides environmental site assessments, including the review of regulatory database searches for inclusion in Hazardous Materials Assessment (HMA) reports. She is responsible for the preparation of the Public Education section of the County of Orange/Orange County Flood Control District Annual Stormwater Program Effectiveness Assessment (PEA). She has extensive fieldwork experience in Total Maximum Daily Load (TMDL) requirements and dry weather monitoring.
GENERAL LIABILITY

6808C120389

6808C125127(AOS)

03/31/2015 03/31/2016

03/31/2015 03/31/2016

$1,000,000

$1,000,000

$10,000

$1,000,000

$2,000,000

$2,000,000

$1,000,000

$5,000,000

$5,000,000

$1,000,000

$1,000,000

$1,000,000

$2,000,000 per claim

$2,000,000 annual aggr.

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

General Liability policy excludes claims arising out of the performance of professional services.

Excess Liability Coverage Excludes Professional Liability

30 Day Notice of Cancellation/10 Day notice for Non-Payment of Prem

Re: Building Services and NPDES Inspections

City of Los Alamitos and its officers, employees, agents and volunteers are Additional (See Attached Descriptions)

CERTIFICATE HOLDER

City of Los Alamitos
Attn: Steve Mendoza, Community Development Director
3191 Katella Ave
Los Alamitos, CA 90720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Shrop

© 1988-2010 ACORD CORPORATION. All rights reserved.
Insured as respects to General Liability per attached CG D3 81 09 07 and
Auto Liability per attached CA 2048 0299 as required by written contract.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement effective</th>
<th>Countersigned by</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/31/2015</td>
<td>Charles Abbott Associates, Inc.</td>
</tr>
</tbody>
</table>

_named Insured

SCHEDULE

Name of Person(s) or Organization(s):

Re: Building Services and NPDES Inspections as pertains to the following Additional Insureds: City of Los Alamitos, and its officers, employees, agents and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;
b. In connection with premises owned by or rented to you; or
c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
e. This insurance does not apply to the rendering of or failure to render any "professional services".
f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal injury" for which coverage is sought arises out of an offense committed after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily
injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
SUMMARY

This item provides a basis for continuing services with Computer Services Company (CSC) to provide Traffic Signal Maintenance for two more years. The current Professional Services Agreement (PSA) expires on June 30, 2019, but can be extended by mutual agreement.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 2 of the Professional Services Agreement with Computer Services Company.

BACKGROUND

Computer Services Company (CSC) has been providing traffic signal maintenance services to the City of Los Alamitos since 2005. The current Professional Services Agreement (PSA) expires on June 30, 2019, but can be extended for two years by mutual agreement. Staff has been satisfied with the service provided. CSC has agreed to provide continued service at the same pricing. The attached Amendment No. 2 to the PSA extends the City’s contractual relationship with CSC for two years. The hourly rates would remain consistent with the current contract amounts.

The tables below represent CSC’s rates:
CITY OF LOS ALAMITOS
Signal Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Routine Preventative Maintenance. of Signal and Safety lighting system per intersection per month</td>
<td>$70.00</td>
</tr>
<tr>
<td>B. Labor &amp; Equipment Rates</td>
<td></td>
</tr>
<tr>
<td>Service Truck</td>
<td>$22.00</td>
</tr>
<tr>
<td>Bucket Truck</td>
<td>$32.00</td>
</tr>
<tr>
<td>Traffic Signal Technician</td>
<td>$85.00</td>
</tr>
<tr>
<td>Traffic Signal Technician - Overtime</td>
<td>$135.00</td>
</tr>
<tr>
<td>Bench Technician</td>
<td>$90.00</td>
</tr>
<tr>
<td>C. Unit Pricing Items</td>
<td></td>
</tr>
<tr>
<td>Response to USA at request of City Staff for marking and protection of traffic Signal Underground Facilities</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT**

If the City Council extends the contract at the current rates, there will be no additional fiscal impact to the City since the Fiscal Year 2019-2020 budget contains sufficient funds for the services provided by Computer Services Company. This contract is budgeted in account 10-542-5294, which has a $60,000 budget for Fiscal Year 2019-2020.

Submitted by: Les Johnson, Development Services Director
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director
Approved by: Bret M. Plumlee, City Manager

Attachments:
1. Amendment No. 2 between the City and Computer Services Company
2. Original PSA between the City and Computer Services Company
AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT  
[City of Los Alamitos and Computer Services Company]

This Amendment No. 2 to Professional Services Agreement ("Amendment") is made and entered into on this 20th day of May, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Computer Services Company (CSC), a California Corporation ("Contractor").

RECITALS

A. City and Computer Services Company (CSC) entered into that certain Professional Services Agreement for Traffic Signal Maintenance on July 20, 2015 ("Agreement"), which was subsequently amended by that certain Amendment No. 1 to Professional Services Agreement on May 15, 2017 collectively, the “Agreement”), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to extend the term of the Agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section [3.3] of the Agreement is hereby amended and restated in its entirety to read as follows:

   3.3 “Expiration Date”: June 30, 2021.

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By:_______________________________
Warren Kusumoto
Mayor

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By:__________________________________
Michael S. Daudt
City Attorney

ATTEST:

By:_______________________________
Windmera Quintanar, MMC
City Clerk

“Consultant”
Computer Service Company (CSC)

By:_______________________________
Jerry Davis
President/CEO

By:__________________________________
Calvin Hansen
Secretary
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RECITALS

A. City and Computer Services Company (CSC) entered into that certain Professional Services Agreement for Traffic Signal Maintenance on July 20, 2015 (“Agreement”), which was subsequently amended by that certain Amendment No. 1 to Professional Services Agreement on May 15, 2017 collectively, the “Agreement”), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to extend the term of the Agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section [3.4] of the Agreement is hereby amended and restated in its entirety to read as follows:

   3.4 “Expiration Date”: June 30, 2021.

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By:_______________________________
Warren Kusumoto
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:__________________________________
Michael S. Daudt
City Attorney

ATTEST:

By:__________________________________
Windmera Quintanar, MMC
City Clerk

“Consultant”
Computer Service Company (CSC)

By:__________________________________
Jerry Davis
President/CEO

By:__________________________________
Calvin Hansen
Secretary
PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/ Computer Service Company)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and Computer Service Company (CSC) a California Corporation ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Traffic Signal Maintenance.

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 and Approved Fee Schedule": Such professional services as are set forth in Consultant’s as approved by City Council June 15, 2015 attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Commencement Date": July 1, 2015.

3.3 "Expiration Date": June 30, 2017.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by action of the City Council via written agreement of the parties to a maximum of three (3) two (2) year terms or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT’S SERVICES

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

APPROVED FOR USE IN 2014
101353.3
5.2 Consultant shall perform all work to the highest professional standards of 
Consultant’s profession and in a manner reasonably satisfactory to City. 
Consultant shall comply with all applicable federal, state and local laws and 
regulations, including the conflict of interest provisions of Government Code 
Section 1090 and the Political Reform Act (Government Code Section 81000 et 
seq.).

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

5.4 Consultant represents that it has, or will secure at its own expense, all personnel 
required to perform the services identified in the Scope of Services. All such 
services shall be performed by Consultant or under its supervision, and all 
personnel engaged in the work shall be qualified to perform such services. Mr. 
Jeff Telander, Business Development Manager shall be Consultant’s project 
administrator and shall have direct responsibility for management of Consultant’s 
performance under this Agreement. No change shall be made in Consultant’s 
project administrator without City’s prior written consent.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this 
Agreement, and Consultant agrees to accept in full satisfaction for such services, 
payment in accordance with the Approved Fee Schedule and Section 5.1 of this 
Agreement above.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, 
for the services performed pursuant to this Agreement. Each invoice shall itemize 
the services rendered during the billing period and the amount due. Within ten 
business days of receipt of each invoice, City shall notify Consultant in writing of 
any disputed amounts included on the invoice. Within thirty calendar days of 
receipt of each invoice, City shall pay all undisputed amounts included on the 
invoice. City shall not withhold applicable taxes or other payroll deductions from 
payments made to Consultant unless otherwise required by law.

6.3 Payments for any services requested by City and not included in the Scope of 
Services shall be made to Consultant by City on a time-and-materials basis using 
Consultant’s standard fee schedule. Consultant shall be entitled to increase the 
fees in this fee schedule at such time as it increases its fees for its clients 
generally; provided, however, in no event shall Consultant be entitled to increase 
fees for services rendered before the thirtieth day after Consultant notifies City in
writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. **OWNERSHIP OF WRITTEN PRODUCTS**

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

8. **RELATIONSHIP OF PARTIES**

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

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

9. **CONFIDENTIALITY**

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

10. **INDEMNIFICATION**

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this
PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/ Computer Service Company)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and Computer Service Company (CSC) a California Corporation ("Consultant").

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2.1 City has determined that it requires the following professional services from a consultant: Traffic Signal Maintenance.

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.

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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.).

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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. Mr. Jeff Telander, Business Development Manager shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

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

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10. **INDEMNIFICATION**

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

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other costs and expenses of litigation.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers’ compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other
person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

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

11. **INSURANCE**

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

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.1.3 Worker’s Compensation insurance if and as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and
effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.

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

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

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

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

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

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

If to Consultant:
Jeff Telander
Business Development Manager
12907 E. Garvey Avenue
Baldwin Park CA 91706
Telephone: (951) 738-1444
Facsimile: (626) 962-2521

With courtesy copy to:
Cary S. Reisman, City Attorney
16. **SURVIVING COVENANTS**

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

17. **TERMINATION**

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

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

18. **GENERAL PROVISIONS**

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

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

18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the
plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

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

19 PREVAILING WAGE LAW

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

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

“City”
City of Los Alamitos
By ________________
Richard D. Murphy, Mayor
Date: 7/9/15

“Consultant”
Computer Service Company (CSC)
By ________________
Vincent P. Mauch, CFO
Date: 7/9/15

By ________________
Gayle Kappelman, Secretary
Date: 7/9/15
Attest:

By Windmera Quintanar, CMC, City Clerk

Date: 7/20/15

Approved as to form:

By Cary S. Reisman, City Attorney
EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE
March 3, 2015

Mr. Steven Mendoza
Community Development/Public Works Director
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Subject: REQUEST FOR PROPOSAL FOR TRAFFIC SIGNAL MAINTENANCE M

Dear Mr. Mendoza,

Computer Service Company ("CSC"), a Woman Owned Private Corporation Business, Federal Employer I.D. Number 95-2525520 located at 12907 E. Garvey Ave., Baldwin Park, CA 91706 is pleased to submit this proposal in response to the City of Los Alamitos's Request for Proposal dated February 2015. CSC is only bidding on the Traffic Signal Maintenance portion of this RFP and is not bundling with any other proposer.

CSC has a proven track record for 35 years as an organization entirely focused on providing quality services to our customers for traffic signal system maintenance. CSC intends to use in-house personnel and equipment required to service the City of Los Alamitos's 21 traffic signal and lighting systems as outlined in the Services portion of the RFP.

In the event further information or clarification is required during review of the proposal, please feel free to contact me directly.

Kind Regards,

Jeff Telander— Operations/Business Development Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtelander@computerservco.com
Table of Contents
1. Company and Organization .................................................. 3
2. Summary Sheet ........................................................................ 4
3. Allocation of Resources and Scope of Work .......................... 6
4. References ............................................................................... 10
1. Company and Organization

CSC, a sister company of Steiny and Company, was incorporated in 1957 and has provided traffic signal maintenance since 1979 and maintains private ownership with no anticipated bankruptcy, pending litigation, planned office closures or impending merger. CSC currently employs professional traffic signal technicians and operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. CSC is a Women Owned Business and an equal employment opportunity company that does not discriminate against current or potential employees or applicants based on race, religion, color, age, sex, or national origin.

CSC is focused on developing a significant customer base primarily located in Southern California. Personnel are seasoned professionals with diverse field experience and training to meet the needs of our traffic signal maintenance customers. CSC's home office is centrally located at the junction of the 10 and 605 freeways, in the city of Baldwin Park and maintains equipment storage facilities in Southern California located in strategic locations to best serve our customer base. Our offices are open from 7:30am to 4:30pm Monday thru Friday with emergency contacts available 24 hours a day. Field technician's normal working hours are from 7:30am to 4:30 pm Monday thru Friday with after hour availability on an as needed basis.

CSC currently provides services to maintain traffic signal equipment, street and parking lot lighting, cabinet and conflict monitor testing and intersection construction projects for approximately 20 cities containing up to 150 intersections serviced per customer. The following contacts are knowledgeable about CSC and can provide the City of Los Alamitos with information in association with work performed.

CSC supports the International Municipal Signal Association (IMSA) training procedures with many technicians obtaining advanced certification through in house training and participation in IMSA certification courses. Along with the IMSA certifications most of our technicians have their NEC certification. The specialized experience and professional competence of CSC personnel identified as part of this RFP is reflected in the following section of this response.
2. Summary Sheet

1. Personnel assigned to the Contract

CSC will maintain adequate level of labor resources as required by the Scope of Work and no person designated as "key" to the contract shall be removed or replaced without the prior written concurrence of the City of Los Alamitos/Engineering Department. The designated manager will have full involvement of the work effort and conversant in its details on a day-to-day basis. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

Vinny Nguyen - Maintenance Technician Lead / IMSA Field Technician Level III: Vinny has been employed by CSC for 12 years as a Maintenance Technician. Vinny currently maintains traffic signal systems supporting cities within CSC’s Southern Territory which covers an area servicing cities located in Orange County. Vinny will provide 90% support for this contract.

Minh Pham - Maintenance Technician Lead / IMSA Field Technician Level III / NEC Certified: Minh has been employed by CSC for 14 years as a Maintenance Technician Lead. Minh is currently the Lead for the oversight of personnel and maintenance of traffic signal systems supporting cities within CSC’s Southern Territory which covers an area servicing cities located in Orange County. Minh will be responsible for providing 10% support for this contract.
Wes Sumner – Communications Systems / Engineering Technician / IMSA Field and Lab Level III / NEC Certified: Wes is a valuable asset to Computer Service Company for over 32 years. He is responsible for running CSC's bench repair, test lab and is a field subject matter expert. Wes has experience with building system ready traffic cabinets and has strength in his ability to effectively troubleshoot field cabinet, communication, video detection, microwave and fiber optic related problems. Wes is trained and uses communication systems such as; Aries, Quiknet and MICS. As requested, Wes covers “turn-on” activities for other manufacturers to meet their workload demand. Wes also possesses 170 Controller maintenance certifications.

2. Management Contacts for the City

Jeff Telander – Operations/Business Development Manager: Jeff has 35 years of experience in the transportation safety industry working for companies focused on traffic, rail and red-light signal systems such as; Intersection Development Company (US Traffic), Signal Control Company, Superior Signal Service, American Traffic Solutions, Nestor Traffic, Burlington Northern Railroad and Boston and Main / Springfield Terminal Railroad. His vast knowledge includes operational and management positions responsible for planning, engineering, construction, installation, testing, maintenance/repair, inventory, business development, marketing, programming, vendor and customer relations, staff development, product and service management. Jeff is driven by his passion for public safety, quality and customer service. He earned a Railroad Signalman Certificate and IMSA certifications in Work Zone Safety, Field Technician Levels I and II.

Justin Cataldo – Field Service Manager: Justin has been a valuable contributor to CSC for over 19 years including roles such as; Project Manager, Field Service Manager, Operations Manager, Maintenance Supervisor and a maintenance technician with our traffic signal construction division. Justin will be the primary contact for the City of Los Alamitos and works closely with the Project Manager on the daily delivery of this contract. Justin has a great deal of experience in the area of signal maintenance, ranging from emergency situations such as knockdowns to complicated signal modifications. Justin has his IMSA Work Zone Safety, Level I and Level II Certificates.

Jerry Davis – Project Manager: Jerry is responsible for the day to day direction, oversight and quality control of the field technicians and delivery of service on this contract. He has over 20 years of experience in traffic signal construction, maintenance and service operations. Jerry has his IMSA Work Zone Safety and Level II Certificates.
3. Allocation of Resources and Scope of Work

The following sets forth Computer Service Company's (CSC) approach to accomplishing the tasks outlined in the Scope of Work (SOW). CSC complies with all applicable federal, state and local laws, codes, ordinances and regulations. In the case of a conflict between federal, state, or local laws or regulations, the strictest shall be adhered to. CSC agrees to permit any authorized federal, state, county and City of Los Alamitos official access to its place of work, books, documents, papers, payroll materials, and other relevant contract-related records associated with this contract. All relevant records shall be retained for a minimum of three (3) years.

CSC will provide services for routine preventative maintenance, written inventory, extraordinary maintenance, and additional maintenance of traffic signal systems; including, furnishing of all tools, equipment, apparatus, facilities, labor services and material, and perform all work necessary to maintain traffic signal, flashing beacon, and other facilities referenced in this SOW.

CSC will provide and be equipped with spare parts sufficient to place the signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. All work performed or equipment or parts supplied by the CSC may be inspected for approval by the City Engineer, or his authorized representative. No permanent or temporary change of controller mechanisms shall be done without prior approval of the City except in case of an emergency.

CSC will assign a technician that meets City requirements and will regularly consult with the City regarding the performance of the technician or other representative of CSC. In order to efficiently keep our customers up to date with current events concerning their traffic signal system, the technician will be the primary contact with the City and will perform the services scheduled in the Scope of Work portion of the Request for Proposal.

CSC maintains an operation that covers twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, in order to effectively address and respond to both routine and emergency service requests. For the purpose of this contract, "normal hours" are defined as Monday through Friday from 7:30 a.m. to 4:30 p.m. (excluding holidays formally recognized by the City.) All requests shall be addressed by an appropriate timely response as outlined in this SOW.

CSC will ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location within one (1) hour of first notification.
during normal working hours and one (1) hour during non-working hours. Routine requests shall be responded to within twenty-four (24) hours of first notification unless the City agrees upon other arrangements.

The following events shall establish an emergency condition and the following action shall be taken:

1. Events: Failure or malfunction of the traffic signal system, or interruption of normal signal operations so as to create a public hazard. This may be caused by damage from vehicle collisions or accidents, acts of nature, civil disorder, malicious mischief, vandalism, or actions of other contractors or utility companies.

2. Actions: Under these conditions, CSC will immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate safely.

CSC will notify the City Engineer or his authorized representative of any planned alterations, substitutions, or removal of any controller or component, or alteration and any emergency call outs to the operation of any signal system as outlined in the SOW.

CSC will keep a current, permanent operational record of all work performed at the intersection, including routine maintenance, emergency and non-emergency service calls, and extraordinary maintenance for traffic control or safety equipment maintain by this contract. A copy of such records will be provided to the City Engineer or his authorized representative within two (2) working days upon request.

CSC will visit and provide preventative maintenance for the City's 21 traffic signal and lighting systems once a month. CSC will develop a monthly summary report containing the minimum information outlined in the SOW in cooperation with the City and submitted with the monthly invoice.

Salvaged or damaged equipment shall become the property of CSC including the proper disposal and recycling of such material unless otherwise directed by the City.

CSC will notify the City Engineer or his authorized representative, at least 48 hours in advance of any scheduled signal turn-off necessitated by CSC operations. CSC will not make any turn-off until given permission to proceed by the City Engineer or his authorized representative. Once permission is obtained, CSC will notify the City of Los Alamitos Police Department, California Highway Patrol (CHP) and the City representative of said planned shutdown, as well as the anticipated duration of said shutdown.
CSC will warranty the work against defective material or workmanship for a period of one (1) year from date of completion of the work. Damage due to traffic accidents, acts of nature and service power surges including those from sabotage and/or vandalism are exempt from the warranty.

CSC will conduct work in such a manner as to minimize the disruption of traffic flow and follow the California Manual of Uniform Traffic Control Devices (CA MUTCD) and Caltrans standards. CSC will furnish all flaggers, barricades, barriers, lights, signs, and any other devices which may be necessary for adequate and safe traffic control.

CSC will provide a program of routine preventative maintenance of Traffic Signals and Safety Lighting System designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment. The routine preventative maintenance services will be provided by personnel identified in Section above.

CSC will inspect and service each signalized intersection once a month or at the frequency outlined in the SOW. CSC will provide all material, labor and equipment capable of performing all the required maintenance functions for each assigned technician, to perform these services. The repair or replacement of traffic signal communications and interconnect equipment not enclosed within the controller cabinet shall be considered EXTRA WORK and will require prior approval by the City Engineer or designated representative before work is commenced.

Extraordinary maintenance as listed in the Contract Agreement includes all the labor, equipment, and materials necessary to ensure the safe and efficient operation of the City’s traffic signal system that goes beyond the normal routine preventative maintenance program established by this SOW. The extraordinary maintenance, except for emergency repairs as provided for in this SOW, shall require prior written authorization from the City Engineer.

CSC maintains a lab and bench repair operation that uses certified testing procedures that are on file with the California Department of Transportation allowing for the testing of new equipment and other related technical activities as may be required. CSC has excellent facilities and tools available to assist in the repair and bench testing of existing equipment.

CSC maintains a quality assurance program for quality control and identification of continual service improvement opportunities. Methods include the review for accuracy of all service reports and invoices, periodic independent site evaluation and review sessions with assigned personal.

CSC consistently operates in a safe, workmanlike manner. Safety meetings are held on a regular basis and all safety laws are adhered to. There is no negative history to report with
respect alleged significant prior or on-going contract failures, civil or criminal litigation or pending investigation involving CSC.

CSC supplies the best traffic system maintenance service possible by fulfilling each City's expectations and requirements. Since the inception of CSC in 1979, we have continued to foster an attitude and approach to customer service that provides value through care and accountability to delivery of quality services. As a result, technicians consider each City, "their City" and its care a source of personal pride. This is evidenced by the longevity of CSC in the Traffic Signal System maintenance industry and the quality services provided to our customers.

CSC maintains a "C-10" license. CSC and all its subcontractors will obtain and pay for all permits and licenses as required under this contract.
4. References

City of Los Alamitos - 21 Intersections
Tony Brandyberry, Public Works Superintendent - (562) 431-3538 ext 105

City of Lake Forest - 91 Intersections
Doug Anderson, Traffic Engineering Manager - (949) 461-3486

City of Tustin - 122 Intersections
Terry Lutz, City Engineer - (714) 731-9455

City of Laguna Niguel - 75 Intersections
Edgar Abrenica, Associate Civil Engineer - (949) 362-4338

City of Laguna Hills - 47 Intersections
Kenneth Rosenfield, Director of Public Works - (949) 707-2655

County of Orange - 61 Intersections
Dan Richards, OC Engineering Superintendent - (714) 245-4580

City of San Dimas - 34 Intersections
John Campbell, Public Works Maintenance Superintendent - (909) 394-6270

City of Chino Hills - 51 Intersections
Joe Dyer, Assistant City Engineer - (909) 364-2771

City of La Palma - 21 Intersections
Larry Baldwin, Engineering Technician - (714) 690-3325

City of Covina - 49 Intersections
Paul Hertz, Superintendent - (626) 384-5219

City of Monterey Park - 57 Intersections
Ray Alfonso, Assistant City Engineer - (626) 307-1330

City of Chino - 102 Intersections
Mario Flores, Engineer - (909) 591-9828

City of Aliso Viejo - 46 Intersections
Shawn Pelletier, City Engineer - (949) 425-2533
CITY OF LOS ALAMITOS  
MAINTENANCE SERVICES FOR CITYWIDE TRAFFIC SIGNALS  
FISCAL YEAR 2015 – 2017  
AS APPROVED BY CITY COUNCIL 6-15-2015

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>CONTRACT ITEM DESCRIPTION</th>
<th>QTY</th>
<th>UNIT TYPE</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
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<tr>
<td>Section A - Routine Preventive Maintenance Items</td>
<td>Routine Preventive Maintenance of Traffic Signal and Safety</td>
<td>1</td>
<td>Ea.</td>
<td>$70.00</td>
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<td></td>
<td>Lighting System per Intersection Per Month</td>
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<tr>
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<tr>
<td>Section B - Labor and Equipment Rates</td>
<td>Service Truck</td>
<td>1</td>
<td>Hr.</td>
<td>$22.00</td>
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<tr>
<td></td>
<td>Bucket Truck</td>
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<td>Hr.</td>
<td>$32.00</td>
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<td>Traffic Signal Technician</td>
<td>1</td>
<td>Hr.</td>
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<td>Traffic Signal Technician - Overtime</td>
<td>1</td>
<td>Hr.</td>
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<td>Bench Technician</td>
<td>1</td>
<td>Hr.</td>
<td>$90.00</td>
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<tr>
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<tr>
<td>Section C - Unit Pricing Items</td>
<td>Response to USA Underground Service Alerts at the request of City staff for marking and protection of traffic signal underground facilities</td>
<td>1</td>
<td>Ea.</td>
<td>$200.00</td>
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</tbody>
</table>

Rate Adjustments - Computer Service Company guarantees these rates for the first year of the contract term with a CPI increase (based on the Los Angeles – Long Beach – Santa Ana CPI index) will be requested for each additional year of the contract if appropriate.

Payment – Computer Service Company would prefer NET 30 upon receipt of invoices.

Mark Up – 15%
NON-COLLUSION AFFIDAVIT

I, Vincent P. Mauch, being first duly sworn, deposes and says that
he or she is Chief Financial Officer of Computer Service Company the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Proposer Computer Service Company

Signature

Name Vincent P. Mauch

Title Chief Financial Officer

Dated March 3, 2015
SUMMARY

This report seeks consideration of Amendment #2 to the Professional Services Agreement with Lance, Soll & Lunghard, LLP.

RECOMMENDATION

Authorize the Mayor to execute Amendment #2 to the Professional Services Agreement with Lance, Soll & Lunghard, LLP, originally dated June 16, 2015.

BACKGROUND

On June 16, 2015, the City entered into an agreement with Lance, Soll & Lunghard (LSL), a professional CPA firm, for auditing services. This was a three year agreement to audit fiscal years ending 2015, 2016, and 2017.

On October 16, 2017, the City entered into Amendment #1 with LSL to audit an additional two years (fiscal years ending 2018 and 2019). This Amendment #1 has an expiration date of June 30, 2019.

DISCUSSION

To effectuate the audit of fiscal year ending June 30, 2019, the auditors will need to perform their services after the expiration date. The final audit usually occurs in October, following the close of the fiscal year. Generally, the auditors provide the City with completed financial reports in November or December. This Amendment #2 solely seeks to extend the agreement, so LSL can perform the work they have been contracted for.

It is important to note, this is not an amendment to audit future fiscal years. It is only for the purpose of completing the audit for fiscal year ending June 30, 2019.
FISCAL IMPACT

There will be no fiscal impact, as this is just a time extension. There are sufficient funds budgeted ($42,940) in account 10-512-5263 for Fiscal Year 2019-2020 to pay for this contract.

Submitted By: Eric Hendrickson, Finance Director
Approved by: Bret M. Plumlee, City Manager

Attachments: 1. Attachment 1 – Amendment #2
2. Attachment 2 – Signed Amendment #1 from 2017
3. Attachment 3 – Signed Agreement from 2015
AMENDMENT No. #2 TO PROFESSIONAL SERVICES AGREEMENT  
(City of Los Alamitos and Lance, Soll & Lunghard, LLP)

This Amendment No. 2 to Professional Services Agreement ("Amendment") is made and entered into on this 20th day of May, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Lance, Soll & Lunghard, LLP, a limited liability partnership, 203 N. Brea Blvd., Suite 203, Brea, California 92821 ("Consultant").

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement for financial auditing services on June 16, 2015 ("Agreement"), which is incorporated herein by this reference.

B. City and Consultant entered into Amendment #1 for financial auditing services on October 16, 2017 ("Amendment #1 to Agreement"), which is incorporated herein by this reference.

C. City and Consultant desire to amend the Agreement to extend the expiration date by modifying section 3.4 of the Agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Consultant mutually agree as follows:

1. Section 3.4 – Expiration Date of the Agreement is hereby amended and restated in its entirety to read as follows:

   3.4 Expiration Date: February 28, 2020

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By: __________________________
    Warren Kusumoto
    Mayor

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By: __________________________
    Michael S. Daudt
    City Attorney

ATTEST:

By: __________________________
    Windmera Quintanar, MMC
    City Clerk

“Consultant”
Lance, Soll & Lunghard, LLP

By: __________________________
    Bryan S. Gruber, CPA
    Partner
This Amendment No. 1 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 16th day of October, 2017 at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Ave., Los Alamitos, California 90720 ("City") and Lance, Soll & Lunghard, LLP, a limited liability partnership, 203 N. Brea Blvd., Suite 203, Brea, California 92821 ("Consultant").

This "Amendment" modifies the original "Agreement" between the "City" and the "Consultant" dated June 2, 2015 in the following fashion:

A. "City" and "Consultant" desire to amend the "Agreement" by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

3.4 "Expiration Date": June 30, 2019.

B. "City" and "Consultant" desire to amend the "Agreement" by modifying the total compensation and costs payable to "Consultant" under this "Agreement" to a not-to-exceed sum of $57,746.00.

C. "City" and "Consultant" desire to amend the "Agreement" by modifying section 4 to extend the term for two additional years and provide services for Fiscal Years Ending June 30, 2018 and June 30, 2019.
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: 10-18-17

“Consultant”
Lance, Soll & Lunghard, LLP

By: Richard K. Kikuchi, CPA, Partner
Date: 10/9/17

Attest:

By: Windmera Quintanar, CMC, City Clerk
Date: 10-10-17

Approved as to form:

By: Michael Daudt, City Attorney
PROFESSIONAL SERVICES AGREEMENT  
(City of Los Alamitos/ Lance, Soll & Lunghard, LLP)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and Lance, Soll & Lunghard, LLP a limited liability partnership ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Financial Audit Services

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Consultant’s March 20, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Consultant shall perform the Services under this Agreement based on the fee schedule set forth in Exhibit B.

3.3 "Commencement Date": June 16, 2015.

3.4 "Expiration Date": June 30, 2017.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below. Upon approval by the City Council no later than June 30, 2017, the term may be extended by up to two years at the City’s sole election.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall
have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total annual compensation and costs payable to Consultant under this Agreement exceed the amounts specified in Exhibit B unless specifically approved in advance and in writing by City.

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

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

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule.
7. **OWNERSHIP OF WRITTEN PRODUCTS**

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

8. **RELATIONSHIP OF PARTIES**

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

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

9. **CONFIDENTIALITY**

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

10. **INDEMNIFICATION**

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.
10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other costs and expenses of litigation.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers’ compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.
10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

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

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, 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."

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.1.3 Worker’s Compensation insurance if and as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits 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 admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.
11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.

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

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

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

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

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
12. **MUTUAL COOPERATION**

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. **RECORDS AND INSPECTIONS**

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

14. **PERMITS AND APPROVALS**

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

15. **NOTICES**

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

If to City:
City of Los Alamitos  
3191 Katella Ave.  
Los Alamitos, CA 90720  
Attn: Jason Al-Imam, Admin Svc. Dir.  
Telephone: (562) 431-3538  
Facsimile: (562) 493-1255

If to Consultant:
Lance, Soll & Lunghard, LLP  
203 N. Brea Blvd., Suite 203  
Brea, CA 92821  
Attention: Richard Kikuchi  
Telephone: (714) 672-0022
16. **SURVIVING COVENANTS**

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

17. **TERMINATION**

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

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

18. **GENERAL PROVISIONS**

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

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

18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine
pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

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

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

"City"
City of Los Alamitos

By
Richard D. Murphy, Mayor

Date: 6/15/15

"Consultant"
Lance, Soil & Lunghard, LLP

By
Richard Kikuchi, CPA, Partner

Date: 6/24/15

Attest:

By
Windmera Quintanar, CMC, City Clerk

Date: 6/18/15

Approved as to form:

By
Cary S. Reisman, City Attorney
The purpose of this report is to amend the Consulting Services Agreement with Michael Balliet Consulting, LLC, authorizing additional funding for services through June 30, 2020.

Authorize the Mayor to execute Amendment No. 2 to the Consulting Services Agreement with Michael Balliet Consulting, LLC, which provides additional funding for services through June 30, 2020.

The City of Los Alamitos has utilized Michael Balliet Consulting, LLC, for approximately two years. The original contract was approved on October 16, 2017. This contract was approved for a term of one year, with the option to extend by mutual agreement; the total contract amount was not to exceed twenty-thousand dollars ($20,000). Solid Waste related issues are continually becoming more complex in California. Legislation changes annually and compliance is becoming more challenging. To assist with these matters as well as providing technical support with administration of the Republic Services solid waste services contract, the City has used the services of Mike Balliet.

At the May 21, 2018 meeting, City Council approved Amendment No. 1 to continue consulting services with Michael Balliet Consulting, LLC. This amendment was approved and provided for an additional two years, extending the expiration date to June 30, 2020, with the option to further extend by mutual agreement. At that time, the total contract amount remained unchanged, therefore the total contract amount was not to exceed twenty-thousand dollar ($20,000) for services rendered during those two years.
DISCUSSION

Since contract execution, Mr. Balliet has provided technical assistance to the City, including ensuring that the City is in compliance of AB 1826, which requires businesses that generate four cubic yards or more of commercial solid waste per week, to arrange for organic waste recycling services. As of March 2019, Mr. Balliet in collaboration with Republic Services, have succeeded with signing up nine out of 13 businesses in the City that are subject to this state requirement. It is anticipated that Mr. Balliet’s services will be utilized more frequently as the City continues to address and pursue compliance with AB1826 and SB 1383, manages the contract with Republic Services, and performs annual reporting and auditing.

In accordance with Section 2.60.130 of the Los Alamitos Municipal Code, contracts involving the acquisition of consulting services shall not be subject to the terms of the City’s Purchasing Policy. Since the anticipated contract costs will extend beyond the City Managers’ Ten Thousand Dollar ($10,000) purchasing authority, staff is seeking formal approval of additional funding for the identified consulting services.

The City’s contract with Republic Services (Consolidated Disposal Service) provides for an annual payment to be made to the city to help fund utilization of an independent consultant to conduct waste and service. This contribution was established at $10,000 annually.

Additionally, the same contract also notes that when Republic Services requests a rate adjustment, they are required to pay a Rate Adjustment Review fee in the amount of five thousand dollars ($5,000) to partially offset the City’s expenses in reviewing the application. A rate adjustment was submitted last month, which included payment of the review fee.

As previously noted, the increase in assistance needed to address new regulatory provisions and mandates combined with the technical assistance needed to help administer the contract and respond to requests for rate adjustment has brought about the need to increase the contract funding amount.

At this time, the approved $20,000 funding amount has been expended, all while there is still 13 months remaining in the existing contract term with Mike Balliet Consulting Services. In addition to the aforementioned functions, additional anticipated tasks for the remainder of the 2018-2019 fiscal year, bridging over into the next fiscal year which necessitate additional funding includes: services rendered during the CalRecycle site visit, review of the rate adjustment proposal, required update to the Construction and Demolition (C&D) ordinance, review of the CalRecycle annual report and the preparation of a draft document for the new franchise agreement. Based upon the current workload, including processing a recent rate adjustment submitted by Republic Services, it is requested that the current contract amount be increased by $20,000 for a total of $40,000.
In response to the increase in workload and understanding the financial limitations of the contract, Mr. Balliet recently proposed to drop the hourly rate for consulting services from $125 to $105.

**FISCAL IMPACT**

As previously noted, the proposed amendment would increase the contract amount an additional $20,000 to a total contract amount not exceeding $40,000. The additional expense is not covered by the funds received by Republic Services is anticipated to be accounted for via the non-departmental general fund. Sufficient funds have been included in the Fiscal Year 2019-2020 budget. Account 10-560-5260 will have a total budget of $126,850, which includes this $40,000 contract.

Reviewed by: Les Johnson, Development Services Director  
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director  
Approved by:

Attachments:  
1. Amendment No. 2 – Mike Balliet  
2. Original Contract
AMENDMENT No. 2 TO CONSULTING SERVICES AGREEMENT
Michael Balliet Consulting, LLC

This Amendment No. 2 to Consulting Services Agreement (“Amendment”) is made and entered into on this 20th day of May, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Michael Balliet Consulting, LLC, a Corporation, (“Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

RECITALS

A. City and Michael Balliet Consulting, LLC entered into that certain Consulting Services Agreement for Solid Waste Diversion and State-Mandated Compliance Consulting services on October 16, 2017 (“Agreement”), which is incorporated herein by this reference.

B. City and Consultant desire to amend the Agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Consultant mutually agree as follows:

1. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 Maximum Contract Amount.
Consultant shall be compensated for the Project Services performed, including authorized reimbursements, on an on-call and as-needed basis at a revised hourly rate of One-Hundred and Five Dollar ($105.00), not to exceed an annual total contract amount of Forty-Thousand Dollars ($40,000.00).

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the Parties warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the Parties are formally bound to the provisions of this Amendment.
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By:__________________________________
Warren Kusumoto
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:__________________________________
Michael S. Daudt
City Attorney

ATTEST:

By:__________________________________
Windmera Quintanar, MMC
City Clerk

“Consultant”
Michael Balliet, LLC/Consultant

By:__________________________________
Michael Balliet
President
CONSULTING SERVICES AGREEMENT
Michael Balliet Consulting, LLC

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 16th day of October 2017 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation ("City"), and Michael Balliet Consulting, LLC, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified consulting services firm to provide as-needed solid waste diversion and state-mandated compliance consulting services ("Project").

B. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

C. City desires to engage Consultant to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. Consultant shall provide those services set forth in the On-Call Consulting Services Proposal, dated October 2, 2017, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Consultant shall provide the Project Services in compliance with all terms and conditions of this Agreement. Consultant warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Consultant represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope of Services, such inconsistency shall be resolved by applying the provisions in the
highest priority of the documents containing such inconsistency, which shall be determined in
the following order of declining priority: (1st) the main body of this Agreement; and (2nd) the
Scope of Services.

1.2 Compliance with Law. All Project Services shall be provided in accordance
with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal,
state or local governmental agency of competent jurisdiction. Consultant shall be liable for all
violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with
performance of the Project Services. If Consultant performs any Project Services in violation of
such laws, ordinances, resolutions, statutes, rules or regulations, Consultant shall be solely
responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and
hold City, its officials, officers, employees, agents and volunteers, free and harmless from and
against any claim or liability arising out of any failure or alleged failure to comply with such
laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits. Prior to performing any Project Services, Consultant shall
obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally
required to practice its profession and perform the Project Services. Consultant represents and
warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times
during the term of this Agreement and any extension, any license, permit, qualification, or
approval that is legally required for Consultant to perform the Project Services. Consultant shall
have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and
interest, which may be imposed by law and arise from or are necessary for the Consultant's
performance of the Project Services, and shall defend, indemnify, and hold the City, its officials,
officers, employees, agents and volunteers, free and harmless from and against any claim or
liability arising out of any failure or alleged failure to obtain such license, permits, qualifications,
and approvals of whatever nature that are legally required to practice its profession and perform
the Project Services.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that
Consultant (a) has thoroughly investigated and considered the Project Services to be performed,
(b) has carefully considered how the Project Services should be performed, and (c) fully
understands the facilities, difficulties and restrictions attending performance of the Project
Services under this Agreement.

1.5 Care in Performance of Project Services. Consultant shall adopt reasonable
methods during the term of the Agreement to prevent losses or damage to materials, papers or
other components of the Project Services, and shall be responsible for all such damages, to
persons or property, until acceptance of the Project Services by the City, except such losses or
damages as may be caused by City's own negligence.

1.6 Non-Exclusive Agreement. Consultant acknowledges that City may enter into
agreements with other contractors, consultants, or vendors for services similar to the services that
are the subject of this Agreement. Consultant further acknowledges that City may have its own
employees perform services similar to the services that are the subject of this Agreement.
2. COMPENSATION

2.1 Maximum Contract Amount. Consultant shall be compensated for the Project Services performed, including authorized reimbursements, on an on-call and as-needed hourly basis in accordance with the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed Twenty-Thousand Dollars ($20,000.00). The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant’s profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Consultant is an essential condition of this Agreement.

3.2 Schedule of Performance. Consultant shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Consultant, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.
3.3 **Force Majeure.** The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 **Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of one (1) year, ending on June 30, 2018, unless extended by mutual written agreement of the Parties.

4. **COORDINATION OF PROJECT SERVICES**

4.1 **Representative of Firm.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Michael L. Balliet. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 **Contract Officer.** The Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Project Services without prior
written consent of City. If Consultant is permitted by City to subcontract any part of this Agreement, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City’s offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant’s officers, employees, or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers’ compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

4.4.2 Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Consultant, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Project Services. City shall not be liable for compensation or
indemnification to Consultant, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Consultant’s officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 **PERS Eligibility Indemnification.**

4.5.1 In the event that Consultant or any officer, employee, representative, agent, subconsultant or subcontractor of Consultant providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. **INSURANCE**

5.1 **Compliance with Insurance Requirements.** Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant’s existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 **Types of Insurance Required.** As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01...
written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.3 Workers’ Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers’ Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers’ compensation insurer waiving all subrogation rights under its workers’ compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers’ compensation insurance policies. Consultant shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer’s Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Consultant shall not be required to procure either Worker’s Compensation Insurance or Employer’s Liability Insurance if Consultant provides written verification to the City that Consultant does not have any employees.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-: VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best’s Key Rating Guide, except that the City will accept workers’ compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:
5.4.1 **CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 **Additional Insured.** The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 **Additional Insured Endorsements.** Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Consultant, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 **Primary and Non-Contributing Insurance.** Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 **Waiver of Subrogation.** Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 **Notice of Cancellation.** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City's sole and absolute discretion.

5.6 **Evidence of Coverage.** Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Consultant shall promptly furnish, at City’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.
5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Consultant as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Consultant shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of
the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant’s obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant’s sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively “Claims”) in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert
witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Consultant are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. REPORTS AND RECORDS

7.1 Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.
8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Consultant, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Consultant shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Consultant.

8.6.1 Consultant's failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. If such default is capable of being cured, Consultant shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of
time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Consultant for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Project Services as provided herein.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Consultant shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed,
10. **MISCELLANEOUS PROVISIONS**

10.1 **Confidentiality.** Information obtained by Consultant in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Consultant for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 **Patent and Copyright Infringement.**

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant’s expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from City’s alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant’s consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant’s expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 **Notices.** Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – Michael Balliet Consulting.
To City:
Bret Plumlee, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
bplumlee@cityoflosalamitos.org

With copy to:
Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

To Consultant:
Michal Balliet
Michael Balliet Consulting
30181 Outpost Rd.
San Juan Capistrano, CA 92675
Mballiet61@gmail.com

10.4 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.5 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.6 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties’ successors and assignees.

10.7 Third Party Beneficiary. Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.8 Recitals. The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
10.9 **Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 **Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”
City of Los Alamitos

By: Shelly Hasselbrink
Mayor

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

By: Michael S. Daudt
City Attorney

ATTEST:

“Consultant”
Michael Balliet Consulting, LLC

By: Michael Balliet
President
EXHIBIT "A"

CONSULTANT'S PROPOSAL/SCOPE OF SERVICES

DATED: October 2, 2017
Suggested On-Call Consulting Services Proposal – October 2, 2017

The various State mandates requiring City-action, your franchise hauler contract monitoring obligations, and general consulting services needs relating to solid waste and State compliance in general can best be met by a more generalized “on-call” services offering.

Therefore, herein I am proposing to provide on-call consulting services to the City of Los Alamitos at the rate of $125 per-hour. As City needs for consulting services arise I will perform such work as is directed. If any assigned work appears to require in excess of 20 billable hours, I will provide City staff with a written time estimate for task completion. If this task work ultimately requires more time than originally estimated, I will provide an update to this written time estimate and obtain City approval before exceeding the hours previously authorized.

I will prepare and provide periodic reports and invoices so that the City can track my work, as I have done on previous projects.

PROPOSED BY:

Signature: [Signature]
Name: Michael L. Balliet
Title: President
Company: Michael Balliet Consulting, LLC

ACCEPTED BY:

Signature: [Signature]
Name: Bret M. Plumlee
Title: City Manager
Company: City of Los Alamitos

"Serving local jurisdictions since 1991"
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Certificates and Coverage**

**COVERAGE**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDRESS</th>
<th>POLICY NUMBER</th>
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<th>POLICY EXP</th>
<th>LIMITS</th>
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<td>57 SBA BF8296</td>
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<td>10/26/2018</td>
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<td>GENERAL LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>A</td>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
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<td>A</td>
<td>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</td>
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Those usual to the Insured's Operations. The City of Los Alamitos, its officers, employees, agents and volunteers are additional insureds per the Business Liability Coverage Form SS0008 attached to this policy.

**Certificate Holder Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

Sue L. Castanedo
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

The City of Los Alamitos, its officers, employees, agents and volunteers
3191 Katella Ave.
Los Alamitos, CA 90720
November 6, 2017

To Whom it May Concern

No project work will be performed on any contract for the City of Los Alamitos, by employees of Michael Balliet Consulting, LLC requiring Workers' Compensation coverage.

For all project work, only myself (Michael Balliet) and/or Matthew Balliet will be performing project work. Both Matthew and I are member/owners of Michael Balliet Consulting, LLC. Therefore we are excluded from Workers' Compensation coverage requirements.

Thanks,

Michael Balliet
President
Michael Balliet Consulting, LLC
City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2019 ITEM NUMBER: 10Q

To: Mayor Warren Kusumoto & Members of the City Council

Presented By: Chief Eric R. Nuñez Captain Chris Karrer

Subject: Approval of the Request for Proposal s (RFP) 2019-02 Police Mobile Data Computers and approval of funding which shall include future equipment installation

SUMMARY

This report recommends action to facilitate the solicitation of bids for the purchase of eight (8) Mobile Data Computers (MDCs) Dell Latitude 7212 Rugged Extreme, XCTO; in addition to the approval of the RFP, staff is also seeking approval to allocate funds for the purchase of necessary equipment (i.e., computers, vehicle keyboards) and installment costs of the equipment onto the police vehicles.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2019-02 for the purchase of eight (8) Dell Latitude 7212 Mobile Data Computers; and,

2. Allocate funds from the Police Asset Seizure Fund (Fund 27) for the purchase of the computers, their vehicle mounts and necessary equipment, and installation costs of the equipment on the police vehicles in the amount of $55,600.

BACKGROUND

The Police Department began using computers (Mobile Data Computer or MDC) in their vehicles approximately 20 years ago. Their installation in the vehicles and their use in the field allows officers to access greater amounts of data that facilitate the identification of violators, the review of information that impacts local public safety, allows officers to enter report, citation, and intelligence gathered, into computer databases in the field. Their presence in the patrol car can assist in identifying officer safety concerns such as, stolen vehicles and wanted persons during car stops. There is a greater use of digital pictures and video in police databases which identify people and property involved in crimes, which requires an appropriate MDC platform and secure network for the officers to utilize.
The current computers were purchased and installed in 2012 and are in need of replacement due to age and technological advancements, which have made them obsolete; several have also stopped working. The Police Department has been testing and evaluating units that are available and would meet the needs for reliable network connection, robust construction, highly visible screen, and adaptability for use in the field. The Police Department and City’s Information Technology (IT) support vendor, Scientia, are working closely to ensure that technological needs are met.

Following an extensive months long period of officers testing equipment, the consensus is that the Dell Latitude 7212 Rugged Extreme tablet best meets the varied needs of the officers working for the Los Alamitos Police Department. In addition, this unit in tablet form offers benefits of greater adaptability and use outside of the vehicle, particularly with its built-in camera and scanner at a reasonable price point.

**DISCUSSION**

By way of the Request for Proposals (RFP) 2019-02, the Police Department is seeking approval to advertise and solicit proposals for the purchase of the Mobile Data Computers with the Dell Latitude 7212 Rugged Extreme tablet. Since a specific technology product was identified that meets the needs of our police officers in the field, this Request for Proposals (RFP) 2019-02 will involve soliciting competitive bids from third party vendors who sell this product.

In addition to the approval of the RFP, staff is also seeking approval to allocate funds for the purchase of necessary equipment (i.e., computers, vehicle keyboards, wiring), and installation costs of the equipment onto the police vehicles. The company(s) selected for the purchase of vehicle mounts, associated equipment, and installation of the equipment will be determined at a later date. RFP 2019-02 will only solicit bids for the purchase of the Mobile Data Computers with the Dell Latitude 7212.

The Police Department and Finance Department are working closely to ensure the computer purchase and associated expenditures meets the requirements for the use of Asset Seizure Funds and City purchasing policies.

The estimated cost for the aforementioned is depicted in the following table:

<table>
<thead>
<tr>
<th>DESCRIPTION OF EQUIPMENT</th>
<th>QUANTITY</th>
<th>ESTIMATED COST PER UNIT</th>
<th>ESTIMATED TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell Latitude 7212</td>
<td>8</td>
<td>$4,000 per unit</td>
<td>$32,000</td>
</tr>
<tr>
<td>Vehicle Mounts</td>
<td>8</td>
<td>$1,200 per unit</td>
<td>$9,600</td>
</tr>
<tr>
<td>Associated Equipment (vehicle keyboard, wiring, etc.)</td>
<td>8</td>
<td>$750 per unit</td>
<td>$6,000</td>
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<tr>
<td>Installation of equipment</td>
<td>8</td>
<td>$1,000 per unit</td>
<td>$8,000</td>
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<tr>
<td><strong>ESTIMATED TOTAL</strong></td>
<td></td>
<td><strong>ESTIMATED TOTAL</strong></td>
<td><strong>$55,600</strong></td>
</tr>
</tbody>
</table>
The approximate timeline for the completion of this project:

- May 20, 2019           Approval of Request for Proposals (RFP 2019-02)
- May 22, 2019           Advertise RFP
- June 24, 2019           Deadline for submittals
- July 15, 2019          Award of Contract
- October 15, 2019       Completion of Installation

**FISCAL IMPACT**

The purchase of eight (8) Mobile Data Computers, vehicle mounts and necessary equipment, is estimated at approximately $55,600. There is a sufficient fund balance in the Asset Seizure Fund (fund 27) to pay for this. The Fiscal Year 2019-2020 budget will include $55,600 in account 27-521-5420 for this purchase.

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

Attachment: 1. Request for Proposals (RFP) 2019-02, Mobile Data Computer
City of Los Alamitos

Request for Proposals (RFP) 2019-02
Police Mobile Data Computers
Dell Latitude 7212 Rugged Extreme, XCTO

FOR

Police Department

Attn: Chris Karrer
Police Captain
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 420
Email: ckarrer@cityoflosalamitos.org

Submittal Deadline Date:
Must be received by 4:00pm
Wednesday, June 24, 2019

RFP Available at http://www.cityoflosalamitos.org
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REQUEST FOR PROPOSAL (RFP) 2019-02  
POLICE MOBILE DATA COMPUTERS  
DELL LATITUDE 7212 RUGGED EXTREME, XCTO  
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

| NOTICE INVITING SEALED BIDS | ................................................................. A |
| INSTRUCTIONS TO BIDDERS | .......................................................................... B |
| PROPOSAL INFORMATION AND DOCUMENTS | ......................................................... C |
| CONTRACT INFORMATION AND DOCUMENTS | ....................................................... D |
SECTION A

REQUEST FOR PROPOSAL (RFP) 2019-02
POLICE MOBILE DATA COMPUTERS
DELL LATITUDE 7212 RUGGED EXTREME, XCTO

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING SEALED BIDS
NOTICE INVITING PROPOSALS

CITY OF LOS ALAMITOS
Police Department

NOTICE OF REQUEST FOR PROPOSALS
Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 4:00 p.m. on Wednesday, June 24, 2019, at which time they will be publicly opened and read at the above stated time at the City Hall Council Chambers, as follows:

POLICE MOBILE DATA COMPUTERS
DELL LATITUDE 7212 RUGGED EXTREME, XCTO

Proposals must be submitted in sealed envelopes marked on the outside, “SEALED PROPOSAL FOR POLICE MOBILE DATA COMPUTERS – DELL LATITUDE 7212 RUGGED EXTREME, XCTO. DO NOT OPEN WITH REGULAR MAIL.”

The contract will consist of: the acquisition of eight (8) Police Mobile Data Computers – Dell Latitude 7212 Rugged Extreme, XCTO.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

City of Los Alamitos
Chris Karrer
Police Captain
3191 Katella Avenue
Los Alamitos, CA  90720
SECTION B

REQUEST FOR PROPOSAL (RFP) 2019-02
POLICE MOBILE DATA COMPUTERS
DELL LATITUDE 7212 RUGGED EXTREME, XCTO

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS
INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

One (1) original and one (1) Microsoft Word digital version of the Proposal must be submitted in a sealed envelope and submitted to the following address:

City of Los Alamitos  
Attn: Chris Karrer  
Police Captain  
3191 Katella Avenue  
Los Alamitos CA 90720

Proposers are solely responsible for ensuring their Proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposals shall be made at the office specified in this REQUEST FOR PROPOSALS. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

“SEALED BID FOR REQUEST FOR PROPOSAL (RFP) 2019-02 for Police Mobile Data Computers – Dell Latitude 7212 Rugged Extreme, XCTO”
SECTION C

REQUEST FOR PROPOSAL (RFP) 2019-02
POLICE MOBILE DATA COMPUTERS
DELL LATITUDE 7212 RUGGED EXTREME, XCTO
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

A. SCOPE OF SERVICE
B. TECHNICAL PROVISIONS
   i. PRODUCT REQUIREMENTS
   ii. EQUIPMENT DELIVERY
C. TERMINATION
D. GENERAL INFORMATION
   1. WAITING PERIOD/BID VALIDITY
   2. BID PREPERATION COST
   3. BID INCLUSIONS
   4. WITHDRAWAL OF BID BEFORE CLOSING
   5. MISTAKE IN BID
   6. BID ACCEPTANCE
   7. INTERPRETATION OF DOCUMENT
E. PURCHASE ORDER EXECUTION
F. ACCEPTANCE AND PAYMENT
G. LIENS
H. LIQUIDATED DAMAGES
I. FEDERAL, STATE AND LOCAL LAWS
J. INDEMNIFICATION
K. AWARD/SELECTION CRITERIA
L. BID PRICE
BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals (RFP) from qualified suppliers for the acquisition of eight (8) Mobile Data Computers (MDCs) Dell Latitude 7212 Rugged Extreme, XCTO; including a 5-year warranty.

It is the intent of the City to award a Professional Services Agreement in form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent.

Where “as directed”, “as required”, “as permitted”, “approve”, “acceptance”, or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, “provide” shall be understood to mean “provide complete”, in total. The word “facility” as used hereinafter shall be understood to mean the location receiving the service. The use of the words “Contractor” shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

A. SCOPE OF SERVICE

The Contractor shall provide bid proposals for the (8) mobile computers as provided in the specifications to deliver the products in accordance with the tasks and frequencies identified in the Request for Proposal.

B. TECHNICAL PROVISIONS

i. PRODUCT REQUIREMENTS

- 210-AMTI Dell Latitude 7212 Rugged Extreme, XCTO
- 332-1286 US Order
- 525-0131 Dell Command|Power Manager (DCPM)
- 975-3461 Dell Limited Hardware Warranty Extended Year(s)
- 555-BDIB Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2) with Bluetooth, SAR
- 400-AOTF M.2 256GB SATA Class 20 Solid State Drive
- 338-BMMW Intel Core i5-7300U with u-blox NEO-M8 GPS card and 16GB memory
- 470-ACKF Micro Serial Port
- 750-AAXB Connector for I/O Expansion
- 389-CFVW System Regulatory Label
- 321-WLAN/WWAN Chassis 11.6FHD (1920X1080) Outdoor-Readable Glove-Capable Touchscreen w/ Gorilla Glass
- 520-AAMZ Dual Microphones
- 319-BBEQ 5MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphone
- 800-BBGF BTO Standard shipment Air
- 387-BBJZ Energy Star Certified
- 389-BDCE No UPC Label
- 340-ACQQ No Option Included
- 460-BBEX No Carrying Case
- 389-CGCH Regulatory Label (WLAN & WWAN)
- 340-AQMD Shipping Material, Shuttle
- 340-AAFC System Shipment
- 340-AGIK Safety/Environment and Regulatory Guide (English/French/Multi-language)
- 620-AAOH No Media
- 340-AASE No Setup and Features Guide
- 537-BBBBD E5 Power Cord (US)
- 658-BDQY System Utilities, ISS3P0
- 658-BDPH System Driver, Dell Rugged 12
- 658-BCUV Dell Developed Recovery Environment
- 658-BBNF Waves Maxx Audio Royalty
- 658-BBMR Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)
- 640-BBLW Dell(TM) Digital Delivery Cirrus Client
- 525-BBCL SupportAssist
- 817-BBBB No FGA
- 429-AATO No Removable CD/DVD Drive
- 451-BBEG No Secondary Battery
- 634-BENZ No DDP ESS Software
- 450-AEHLK 45 Watt AC Adapter
- 451-BCCD (2-cell 34wH) Lithium Ion Primary Battery
- 556-BBUU Qualcomm Snapdragon X7 LTE-A for Win 10 (DW5811 Gobi5000) for Verizon, for Windows 8.1/10 (NOTE: carrier requirement may change before time of final purchase to T-Mobile)
- 575-BBOR Bracket for Wireless Card
- 555-BDQR Intel 8265AC wireless + Bluetooth Driver
- 570-AADK No Mouse
- 580-AGLS Keyboard Cover with Kickstand
• 370-ADVR 16GB 1866MHz LPDDR3 Memory
• 631-ABLC vProTechnology Advanced Management
• 619-AHKN Win 10 Pro 64 English, French, Spanish
• 379-BCWQ 7th Generation Intel Core i5-7300U
• 325-BCOI No Fingerprint Reader
• 325-BCOH No Smart Card Reader
• 804-0513 ProSupport Plus: Next Business Day Onsite, 3 Years
• 804-0512 ProSupport Plus: Next Business Day Onsite, 2 year Extended
• 997-8367 Thank you for choosing Dell ProSupport Plus. For tech support, visit 
  www.dell.com/contactdell or call 1-866-516-3115
• 997-ProSupport Plus 7x24 Technical Support, 5 Years
• 997-7016 ProSupport Plus: Keep Your Hard Drive, 5 years
• 997-7015 ProSupport Plus: Accidental Damage Service, 5 years
• 997-6988 Dell Limited Hardware Warranty Initial Year
• MS Office Home and Business 2016
• Scanner Module (Barcode, Magnetic Stripe)

ii. DELIVERY

• Delivery shall be made to the Los Alamitos Police Department, located at 3201 Katella Avenue, Los Alamitos, CA 90720
• Delivery will only be made during business hours, excluding weekends and holidays.
• 24 Hours notice will be provided to the Police Department contract officer so arrangements for receipt can be made.

C. TERMINATION

The City may terminate this agreement immediately for violation of any provision of this agreement. In addition, City may, with or without cause and at any time, terminate this agreement upon fifteen (15) days written notice served upon Supplier. In the event of termination, the Supplier shall be paid for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Supplier’s delivery to the City of any outstanding inventory and upon satisfactory completion of the services or portion thereof which the Supplier has performed through the effective date of termination.

D. GENERAL INFORMATION

Note: It is the Prospective Supplier’s responsibility to examine the “Invitation or Bid: Solicitation in its entirety prior to submitting a Bid”.
1. **WAITING PERIOD/BID VALIDITY**

All Prospective Suppliers are alerted a waiting period of up to ninety (90) days from the date of the bid opening may be required before an award is made. Prospective Supplier’s shall assume full responsibility for the effect of such a delay on all proposed prices and terms.

2. **BID PREPARATION COSTS**

The City of Los Alamitos is not, nor shall be deemed, liable for any costs incurred by Prospective Supplier in the preparation, submittal, or presentation of their bid.

3. **BID INCLUSIONS**

The Invitation for Bid documents shall be returned in their entirety with all applicable portions fully completed by the Prospective Supplier. All Prospective Suppliers are encouraged to review and confirm their bid to include and especially address each of the following bid requirements prior to submitting.

1. Pricing Schedule (Schedule I)

4. **WITHDRAWAL OF BID BEFORE CLOSING**

Any Prospective Supplier may request the withdrawal of their submitted bid, either in person, by telephone, or written request, at any time prior to the scheduled closing date and time. Upon receiving the written request to withdraw any bid, City of Los Alamitos will consider the Prospective Supplier’s bid null and void, and return the bid to the Prospective Supplier unopened. Withdrawal of Prospective Supplier’s bid will not prejudice Prospective Supplier’s re-submittal for this or any future bid(s).

5. **MISTAKE IN BID**

Any Prospective Supplier may withdraw their bid after the bid opening, subject to restrictions indicated below, only the Prospective Supplier can establish to the City of Los Alamitos’s satisfaction a mistake was made in preparing the bid. A Prospective Supplier declaring a mistake must provide a written notice to the City of Los Alamitos within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred and how the mistake made the bid materially different than was intended.

6. **BID ACCEPTANCE**

The City of Los Alamitos reserves the right to accept or reject any or all bids, or discrepancies or omissions in the specifications of the Invitation for Bid, if such action is deemed to be in the best interest of the City of Los Alamitos. Additionally, be
advised that if all valid bid prices received are found to exceed the budget appropriated for this project, the City of Los Alamitos may reject all bids.

7. **INTERPRETATION OF DOCUMENT**

During the bid solicitation period should a Prospective Supplier find discrepancies or omissions in the specifications of the Invitation for Bid or should the Prospective Supplier be in doubt as to their interpretation, the Prospective Supplier shall immediately notify the contact indicated in Section I-C above. Should it be found necessary, an addendum will be sent to all Prospective Supplier’s. Any addenda issued prior to the scheduled Invitation for Bid closing date and time, shall form a part of this solicitation and shall become a part of the submitted bid.

Any Prospective Supplier’s found to be soliciting other members of City staff or Officials during the bid process could be automatically disqualified from any further consideration.

**E. PURCHASE ORDER EXECUTION**

The City of Los Alamitos shall award a Purchase Order to the selected Prospective Supplier for the product/service to be provided.

**F. ACCEPTANCE AND PAYMENT**

Prospective Supplier’s invoice(s) shall include a reference to the Purchase Order number issued for the product/service and be accompanied by detailed supporting documentation, to include information on product/service rendered. The City of Los Alamitos shall pay the Prospective Supplier’s properly executed invoice, subject to receipt and acceptance of product/service and approval by the City’s designated approving agent, within thirty (30) days following receipt of the invoice.

Payment will be withheld for any products/services, which do not meet or exceed contractual requirements until such products/services are replaced, resubmitted, and accepted by the City’s designated approving agent.

**G. LIENS**

The Prospective Supplier shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Prospective Supplier on account of said product/services to be furnished as a result of the “Invitation for Bid”. And that may be secured by any lien against the City of Los Alamitos. The Prospective Supplier shall fully discharge such lien not later than the time of performance of the obligation.

**H. LIQUIDATED DAMAGES**
All time limits stated in the Purchase Order are time sensitive. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful Supplier and the City of Los Alamitos that:

1. Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful Supplier of rejection of sub-specification material.
2. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceeds specified time.
3. Should the successful Supplier be obstructed or delayed in the work required to have done herewith by changes in the work or by any default, act, or omission of the City, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the City and the successful Supplier.
4. If there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reason for such delay and making a finding as to the cause of same.

5. In the event that the successful Supplier is on strike at the time of the award of the bid, the City reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

I. FEDERAL, STATE AND LOCAL LAWS

The Prospective Supplier and all sub-contractors shall comply with all applicable federal, state and local laws, rules, and regulations.

J. INDEMNIFICATION

To the fullest extent permitted by law, Prospective Supplier shall indemnify and hold harmless and defend the City of Los Alamitos, its council, directors, officers, employees, or authorized volunteers, and each of them from and against:

1. Any and all claims, causes of actions, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to death of any person including City of Los Alamitos and/or Prospective Supplier, Prospective Supplier’s subcontractors, or any council, directors, officers, employees, or authorized volunteers of the City of Los Alamitos or Prospective Supplier, and damages to or destruction of property of any person, including but not limited to, the City of Los Alamitos and/or Prospective Supplier, Prospective Supplier’s subcontractors, or any directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this solicitation, however caused, regardless of any negligence of the City of Los Alamitos or Agency or its council, directors, officers, employees or authorized volunteers, except the sole negligence of willful misconduct or active negligence of the
City of Los Alamitos or its council, directors, officers, employees, or authorized volunteers.

2. Any and all actions, proceedings, damages costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Prospective Supplier.

3. Any and all losses, expenses, damages (including damages to the work itself), attorneys’ fees and other costs, including all costs of dense, which any of them may incur with respect to the failure, neglect, or refusal of Prospective Supplier to faithfully perform the work and all of the Prospective Supplier’s obligations under this solicitation. Such costs, expenses, and damages shall include all costs, including attorney’s fees, incurred by the indemnified parties in any lawsuit to which they are a party.

K. AWARD/SELECTION CRITERIA

The City of Los Alamitos anticipates a single award in conjunction with this bid activity to the Prospective Supplier judged to be the most capable of accomplishing all specified requirements in a cost-effective and time efficient manner. The following criteria will be included in the rating process for selection of the award recipients(s):

1. Proposed price;
2. Manufacture and delivery lead time;
3. Past record of performance in providing similar services; including such factors as timely response and cooperation; and
4. Any other proposed customer features or discounts (e.g. accelerate payment discount).

Sealed bids will be referred to the City Council for consideration at their next regularly scheduled meeting. Unless all Bids are rejected or the Invitation for Bid is cancelled, the Purchase Order will be awarded to the lowest responsible and responsive Prospective Supplier whose bid meets the requirements and criteria set forth in the Invitation for Bid.

L. BID PRICE

The Prospective Supplier’s proposed price(s) shall be indicated on the Bid Pricing Schedule located within this document on page 15. Each Prospective Supplier must fully complete all parts of the Bid Pricing Schedule, or the bid may be rejected.
## BID PRICING SCHEDULE

<table>
<thead>
<tr>
<th>DESCRIPTION OF EQUIPMENT</th>
<th>COST PER UNIT</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell Latitude 7212</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The Proposal Yearly Schedule shall include all costs for labor, materials, equipment, and installation associated with completing the work specified in the scope of work and details.

**Proposal Schedule Total:** $__________________________

**Proposal Schedule Total (in words):**

_____________________________________________________________________________________

_____________________________________________________________________________________

(Company Name of Proposer) (Date)
SECTION D
REQUEST FOR PROPOSAL (RFP) 2019-01
FLEET MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROFESSIONAL SERVICES AGREEMENT
THIS PROFESSIONAL SERVICES AGREEMENT (‘‘Agreement’’) is made and entered into, to be effective this ___ day of _______ 2017 (‘‘Effective Date’’), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (‘‘City’’) and __________________, a _______________________, (‘‘Firm’’). City and Firm are sometimes hereinafter individually referred to as ‘‘Party’’ and are hereinafter collectively referred to as the ‘‘Parties.’’

RECITALS

A. City has determined that it requires the services of a qualified firm to provide ______________________________________________________________ (‘‘Project’’).

B. Firm has submitted to City a written proposal, dated __________, 2017, to provide __________________________________________________________ for the Project.

C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the __________________ Proposal, dated __________, 2017, attached hereto as Exhibit ‘‘A’’ (‘‘Scope of Services’’ and/or ‘‘Project Services’’). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and
experience to perform the Project Services. All Project Services shall be completed to the
reasonable satisfaction of City.

1.1.1 **Resolution of Inconsistencies.** In the event of any inconsistency between
or among the terms and conditions contained in the main body of this Agreement and the Scope
of Services, such inconsistency shall be resolved by applying the provisions in the highest priority
of the documents containing such inconsistency, which shall be determined in the following order
of declining priority: (1<sup>st</sup>) the main body of this Agreement; and (2<sup>nd</sup>) the Scope of Services.

1.2 **Compliance with Law.** All Project Services shall be provided in accordance with
all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or
local governmental agency of competent jurisdiction. Firm shall be liable for all violations of such
laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the
Project Services. If Firm performs any Project Services in violation of such laws, ordinances,
resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs
arising therefrom. Firm shall defend, indemnify, and hold City, its officials, officers, employees,
agents and volunteers, free and harmless from and against any claim or liability arising out of any
failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or
regulations.

1.3 **Licenses and Permits.** Prior to performing any Project Services, Firm shall obtain
all licenses, permits, qualifications, and approvals of whatever nature that are legally required to
practice its profession and perform the Project Services. Firm represents and warrants to City that
Firm shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement
and any extension, any license, permit, qualification, or approval that is legally required for Firm
to perform the Project Services. Firm shall have the sole obligation to pay for any fees,
assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and
arise from or are necessary for the Firm's performance of the Project Services, and shall defend,
indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and
harmless from and against any claim or liability arising out of any failure or alleged failure to
obtain such license, permits, qualifications, and approvals of whatever nature that are legally
required to practice its profession and perform the Project Services.

1.4 **Familiarity with Work.** By executing this Agreement, Firm warrants that Firm
(a) has thoroughly investigated and considered the Project Services to be performed, (b) has
carefully considered how the Project Services should be performed, and (c) fully understands the
facilities, difficulties and restrictions attending performance of the Project Services under this
Agreement.

1.5 **Care in Performance of Project Services.** Firm shall adopt reasonable methods
during the term of the Agreement to prevent losses or damage to materials, papers or other
components of the Project Services, and shall be responsible for all such damages, to persons or
property, until acceptance of the Project Services by the City, except such losses or damages as
may be caused by City's own negligence.
1.6 **Non-Exclusive Agreement.** Firm acknowledges that City may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Firm further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. **COMPENSATION**

2.1 **Maximum Contract Amount.** Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed [redacted] Dollars ($[redacted]). The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

2.2 **Method of Payment.** In any month in which Firm wishes to receive payment, Firm shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 **Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm’s profession.

2.4 **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. **SCHEDULE OF PERFORMANCE**

3.1 **Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Firm is an essential condition of this Agreement.

3.2 **Schedule of Performance.** Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, extensions of the time period(s) specified in the Scope of Services may be approved in
writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.

3.3 **Force Majeure.** The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 **Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of __________, ending on __________, __________, unless extended by mutual written agreement of the Parties.

4. **COORDINATION OF PROJECT SERVICES**

4.1 **Firm’s Representative.** The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: __________. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 **City’s Contract Officer.** The City’s Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the
performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily
or by operation of law, without the prior written consent of City. Firm shall not contract with any
other entity to perform the Project Services without prior written consent of City. If Firm is
permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for
the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly
employed. Nothing contained in this Agreement shall create any contractual relationships between
any subcontractor and City. All persons engaged in the performance of Project Services will be
considered employees of Firm. City will deal directly with and will make all payments to Firm.
In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed,
hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of
creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder
shall include the transfer to any person or group of persons acting in concert of more than twenty
five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account
on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy
proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety
of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent
contractor; nothing herein shall be deemed to make Firm a City employee. During the performance
of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity
and shall not act as City officers or employees. Firm will determine the means, methods and details
of performing the Project Services subject to the requirements of this Agreement. The personnel
performing the Project Services on behalf of Firm shall at all times be under Firm’s exclusive
direction and control. Neither City nor any of its officials, officers, employees, agents or
volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents,
except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a
permanent office or fixed business location at City’s offices. City shall have no voice in the
selection, discharge, supervision, or control of Firm’s officers, employees, or agents or in fixing
their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other
amounts due its employees in connection with the performance of Project Services and shall be
responsible for all reports and obligations respecting them, including but not limited to social
security income tax withholding, unemployment compensation, workers’ compensation, and other
similar matters. City shall not in any way or for any purpose be deemed to be a partner of Firm in
its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm shall not incur or have the power to incur any debt, obligation, or
liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Firm, its officers, employees,
representatives, agents, subconsultants or subcontractors in connection with the performance of
any Project Services. Except for professional fees paid to Firm as provided for in this Agreement,
City shall not pay salaries, wages, or other compensation to Firm for the performance of any
Project Services. City shall not be liable for compensation or indemnification to Firm, its officers,
employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising
out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm’s officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 **PERS Eligibility Indemnification.**

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Firm shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Firm or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Firm and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. **INSURANCE**

5.1 **Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Firm shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Firm’s existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to do so.

5.2 **Types of Insurance Required.** As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 **Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm’s profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any
exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

5.2.1.2 If the PLI policy is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 **Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.3 **Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis,
covering Code 1 (any auto), or if the Firm has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.4 **Workers’ Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers’ Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Firm agrees to waive and obtain endorsements from its workers’ compensation insurer waiving all subrogation rights under its workers’ compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers’ compensation insurance policies. Firm shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer’s Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Firm shall not be required to procure either Worker’s Compensation Insurance or Employer’s Liability Insurance if Firm provides written verification to the City that Firm does not have any employees.

5.3 **Acceptability of Insurers.** Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best’s Key Rating Guide, except that the City will accept workers’ compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 **Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 **CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 **Additional Insured.** The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 **Additional Insured Endorsements.** Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, or (4) contain any other exclusions
contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 **Primary and Non-Contributing Insurance.** Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 **Waiver of Subrogation.** Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 **Notice of Cancellation.** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City's sole and absolute discretion.

5.6 **Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm shall promptly furnish, at City’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 **Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 **Renewal/Replacement Policies.** At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within
ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 **Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for payments of damages to persons or property.

5.8 **Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the City to inform Firm of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 **Insurance for Subconsultants.** Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm’s insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 **Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Firm and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of
discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Firm’s obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall defend (at Firm’s sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively “Claims”) in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm’s indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.
7. **REPORTS AND RECORDS**

7.1 **Records.** Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 **Reports.** Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

7.4 **Release of Documents.** Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. **ENFORCEMENT OF AGREEMENT**

8.1 **California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City’s consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Firm, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

8.6.1 Firm’s failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Firm fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Firm shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City’s right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Firm to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Firm shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm’s liability for completion of the Project.
8.7 **Attorneys’ Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys’ fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. **CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Covenant Against Discrimination.** Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. **MISCELLANEOUS PROVISIONS**

10.1 **Confidentiality.** Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 **Patent and Copyright Infringement.**

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is
promptly notified in writing of the suit or claim and given authority, information and assistance at Firm’s expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm’s consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm’s expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – ________________.

To City:

City’s Contract Officer, title
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
__________@cityoflosalamitos.org

With copy to:

Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

To Firm:

Name of Firm
Street
City, State, Zip Code
Email

10.4 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made
by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.5 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.6 **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties’ successors and assignees.

10.7 **Third Party Beneficiary.** Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.8 **Recitals.** The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.9 **Prevailing Wages.** Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 **Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”
City of Los Alamitos

By:_______________________________
Warren Kusumoto
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:__________________________________
Michael S. Daudt
City Attorney

By:__________________________________
Windmera Quintanar, MMC
City Clerk

ATTEST:

“Firm”

Name of Firm

By:__________________________________
Name
Title

By:__________________________________
Name
Title
EXHIBIT “A”

FIRM'S PROPOSAL/ SCOPE OF SERVICES

DATED: __________, 2019
City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2019 ITEM NUMBER: 10R

To: Mayor Warren Kusumoto & Members of the City Council

Presented By: Police Chief Eric R. Nuñez

Subject: Police Department Reorganization

SUMMARY

This report recommends approval of reorganization within the Police Department. The following changes are being recommended: civilianize the sworn Administrative Corporal, create a new classification of part-time Emergency Service Coordinator to manage the City’s Disaster Preparedness program, and establish a third full-time Records Specialist position to serve as the Community Liaison Officer to coordinate all public outreach and assist with support services’ needs.

RECOMMENDATION

1. Approve civilianizing the sworn Administrative Corporal position; and,


4. Authorize the City Manager immediately recruit and hire for the new classification of Part-time Emergency Service Coordinator; and

5. Authorize the City Manager to hire a Community Liaison Officer who will be crossed trained for Records Specialist duties; and
6. Authorize the City Manager to allocate the remaining balance (approximately $24,100) to the patrol reserve program. (#10.522.5103)

BACKGROUND

Initially, the Police Department utilized a police sergeant to serve in an administrative services support role that encompasses both sworn and non-sworn duties, which after a reduction in the supervisor rank from 6 to 5 sergeants became what is known today as the Administrative Corporal special assignment. This role was intended to work within the Detective Bureau but under the command of the Operations Captain as their primary roles were that of the City’s Disaster Preparedness Coordinator, Community Outreach and crime prevention, Recruitment and Retention, and Training Manager. The role was originally intended as a professional development path for supervisors desirous of promotion opportunities for Captain due to the exposure to the budgetary process and numerous Human Resources issues and concerns.

Since calendar year 2018 until present, the Los Alamitos Police Department has experienced a number of senior officers lateralling to outside agencies, including the Administrative Corporal in January of 2019. He actually had not been able to work in this assignment full-time due to patrol officer vacancies that he helped to backfill. As a result, several duties and responsibilities had to be distributed among command staff and various patrol supervisors. This has created a delay and/or backlog of duties that potentially could put us out of compliance with FEMA standards and requirements, not to mention basic disaster preparedness training for City employees in the event of such a disaster. All of the other duties, such as recruitment and POST training handled by the Administrative Corporal position have been redistributed to command staff and supervisors which has overburdened the staff, especially the supervision at a time, when the Police Department is dealing with an increasingly young and inexperienced work force which requires more supervisory and management attention—not less.

In light of these circumstances and the expanding requirements for the Police Department to be transparent and accessible to the public and more efficient and effective with public funds, the command staff began a needs assessment and reorganization discussions to determine the appropriate civilianizing of a sworn position.

It was determined that creating a Part-time but “permanent” position in lieu of a rotational assignment of Emergency Services Coordinator would allow the City to recruit an extremely qualified retired disaster preparedness worker who already possesses County/State emergency management connections and can hit the ground running. This realistically could have our City operating a FEMA compliant and professionally run emergency management program with our employees receiving the necessary training to operate successfully within 6 months to a year. The normal learning curve for a sworn officer in this position is about two to three years.
The reorganization of the Administrative Corporal duties would allow us to take back all non-sworn duties of the Administrative Corporal currently shared between command staff and supervisors and also allow the Police Department to hire a Community Liaison Officer to be crossed trained in support of our two current Records Specialists. This position would be directly responsible for our Community Outreach programs to include starting a viable volunteer program, maintain our social media footprint, training manager functions to meet P.O.S.T. mandates, primary public information officer and to serve as a back-up Emergency Services Coordinator.

The fully burdened cost of both the part-time Emergency Services Coordinator and the full-time Community Liaison Officer would leave a savings of approximately $24,100 from the fully burdened cost of the eliminated Administrative Corporal position, which will be transferred to the patrol reserve program (#10.522.5103). We will then enhance our Police Reserve program to supplement patrol officers (saving some overtime costs) and create an SRO Reserve Officer position to aid the Police Department in meeting the demands of the Los Alamitos Unified School District for 5 day coverage at Los Alamitos High School.

Since this matter dealt with the elimination of a sworn police officer position and the redistribution of duties and responsibilities of this eliminated position, the police management team conducted a meet and confer on April 30, 2019 at 5:00 p.m. with the Los Alamitos Police Association Board of Directors per California Government Code 3505 at which time the detailed reorganization plan was submitted for their review and discussion. On May 7, 2019, the LAPOA responded that they supported the reorganization plan as detailed.

DISCUSSION

1. Re-organize the Administrative Corporal position
   a. The Administrative Corporal position would be eliminated
   b. Going forward there would be a part-time Emergency Services Coordinator
      i. Budgeted at 28 hours per week
   c. Going forward there would be a full-time Community Liaison Officer in the Records Bureau under Support Services.
      i. The position will be expected to handle duties already within the Records Specialist classification, the non-sworn duties previously assigned to the Administrative Corporal (except Emergency Services Coordinator) including, Department Training Coordinator, back-up for Emergency Services Coordinator, compliance coordinator for County/State inspections, routine Public Information Officer, Social Media coordinator, Volunteer coordinator, and various Public Outreach activities.
2. This reorganization allows the Department to focus on core services in Patrol and Detectives. Experienced officers (and Sergeants currently covering those roles and duties) who would otherwise serve in those positions would be retained in those key areas for service to the community, training, and mentoring of officers and detectives with extremely less tenure than normal.

3. Reorganization cost analysis

Eliminating the Administrative Corporal position and re-organizing the position as (1) part-time Emergency Services Coordinator, and adding (1) a Community Liaison Officer would reflect in the budget as follows:

<table>
<thead>
<tr>
<th>Administrative Corporal wages and benefit cost</th>
<th>$158,950</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Part-time Emergency Services Coordinator</strong></td>
<td><strong>$61,300</strong></td>
</tr>
<tr>
<td>Cost breakdown for P/T position:</td>
<td></td>
</tr>
<tr>
<td>i. 28 hours x 52 weeks x $40/hour</td>
<td><strong>$58,250</strong></td>
</tr>
<tr>
<td>ii. Medicare</td>
<td><strong>$850</strong></td>
</tr>
<tr>
<td>iii. PT retirement</td>
<td><strong>$2,200</strong></td>
</tr>
<tr>
<td><strong>B. Community Liaison Officer</strong></td>
<td><strong>$73,550</strong></td>
</tr>
<tr>
<td><strong>C. Re-allocate remaining funds to (#10.522.5103)</strong></td>
<td><strong>$24,100</strong></td>
</tr>
<tr>
<td><em>(For the Reserve Officer program as necessary seed monies to appropriately fund the enhanced reserve program (FY 2019-20))</em></td>
<td></td>
</tr>
</tbody>
</table>

| Part-time ESC | $61,300 |
| Comm Liaison Ofc | $73,550 |
| Resv Ofc Program | $24,100 |
| **Total** | **$158,950** |

4. Reorganization of Administrative Corporal Position Chart

<table>
<thead>
<tr>
<th>Administration</th>
<th>Chief</th>
<th>Captain-SS</th>
<th>Captain-OPS</th>
<th>Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol</td>
<td>Sergeant</td>
<td>Corporal</td>
<td>Officer</td>
<td>Officer</td>
</tr>
<tr>
<td>Sergeant</td>
<td>Corporal</td>
<td>Officer</td>
<td>Officer</td>
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<tr>
<td>Sergeant</td>
<td>Corporal</td>
<td>Officer</td>
<td>Officer</td>
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</tr>
<tr>
<td>Sergeant</td>
<td>Corporal</td>
<td>Officer</td>
<td>Budgeted Vacancy</td>
<td></td>
</tr>
<tr>
<td>Detectives</td>
<td>Sergeant</td>
<td>Officer</td>
<td>Officer</td>
<td></td>
</tr>
<tr>
<td>Admin CPL</td>
<td>Corporal</td>
<td>Officer</td>
<td>Officer</td>
<td></td>
</tr>
</tbody>
</table>
FISCAL IMPACT

The reorganization of the police department is cost neutral and will realize a savings of approximately $24,100 to be re-allocated to the Reserve Officer program. This will then provide the necessary funding to develop a patrol reserve police officer program and create the Reserve SRO to potentially cover the vacant fifth day at Los Alamitos High School.

The Fiscal Year 2019-2020 budget (General Fund accounts 10-523-5101 through 10-523-5162) contains sufficient funds totaling $158,950 for this request. If approved, the proposed budget will be modified accordingly, and no net increase will occur.

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

Attachments: 1. Resolution No. 2019-16 – Part-time Emergency Services Coordinator
2. Resolution No. 2019-17 – Full-time Community Liaison Officer
RESOLUTION NO. 2019-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE JOB DESCRIPTION FOR EMERGENCY SERVICES COORDINATOR, A NEW PART-TIME HOURLY NON-BENEFITED POSITION, AND AMENDING THE PART-TIME HOURLY RATE SCHEDULE

WHEREAS, the City seeks to establish the new part-time hourly non-benefited position of Emergency Services Coordinator to perform the duties specified in the Job Description attached hereto as Exhibit “A” and incorporated by reference; and,

WHEREAS, an amendment to the City of Los Alamitos part-time hourly rate schedule is required to include the addition of the Emergency Services Coordinator position; and,

WHEREAS, the new part-time hourly rate schedule will become effective May 20, 2019; and,

WHEREAS, this resolution shall supersede Resolution No. 2019-08.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Job Description for Emergency Services Coordinator, a new part-time hourly non-benefited position, attached hereto as Exhibit “A” and incorporated by reference, is hereby adopted.

SECTION 3. The part-time hourly rate schedule, attached hereto as Exhibit “B” and incorporated by reference, is hereby adopted.

SECTION 4. The part-time hourly rate schedule, attached hereto as Exhibit “B” amends, restates and supersedes all prior part-time hourly rate schedule enactments including, without limitation, Resolution 2019-08.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2019.

Warren Kusumoto, Mayor
STATE OF CALIFORNIA  
COUNTY OF ORANGE  
CITY OF LOS ALAMITOS  

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of May, 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk
Emergency Services Coordinator
Part-Time, Non Exempt, Hourly

FILING INFORMATION: Applicants must submit a completed City of Los Alamitos employment application. Please call (562) 431-3538 for additional information, or visit www.cityoflosalamitos.org for employment application. Applications must be received by Human Resources.

SALARY RANGE:

<table>
<thead>
<tr>
<th>STEP A</th>
<th>STEP B</th>
<th>STEP C</th>
<th>STEP D</th>
<th>STEP E</th>
</tr>
</thead>
<tbody>
<tr>
<td>$32.92</td>
<td>$34.57</td>
<td>$36.29</td>
<td>$38.11</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

POSITION AND ESSENTIAL JOB FUNCTIONS: Under the general direction of the Police Services Captain, assists with the implementation and coordination of the City's Emergency Management Program; coordinates and acts as liaison for the City's disaster recovery efforts; plans, promotes, and coordinates public education programs, school education programs; plans and coordinates community outreach programs; and performs related work as assigned.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES: Essential duties include, but are not limited to, the following: Develops and implements the City's Emergency Operations Plan and Hazard Mitigation Plan, responsible for Disaster Exercise Design (i.e. table tops and full functional drills). Assist with real time Emergency Management incidents and support of the Emergency Operations Center as the Emergency Services Coordinator, acts as liaison with other municipalities, county, state, federal and other emergency management agencies and individuals. Assists in development of brochures and newsletters; promotes the program and other Community Outreach programs by assisting with press releases and promotional fliers; prepares written correspondence; may present written and oral reports and/or presentations. May conduct research on safety trends, data analysis, and other projects as assigned. Assist in planning, coordinating, and organizing special community events as they relate to community outreach. May act as liaison between the Police Department and School District staff, local neighborhoods, business members, and/or instructing or supporting programs. May work with and/or coordinate activities of the Department's Volunteer Programs such as CERT; may meet with public groups, clubs, and organizations to promote activities that encourage community participation; attends special events and various related programs. May participate in professional groups; stays abreast of new trends and innovations in the fields assigned. Performs other duties as assigned. Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

KNOWLEDGE OF: Laws and regulations governing emergency management, emergency and/or disaster planning principles and practices, and departmental policies and procedures. Methods to develop and maintain harmonious public relations. Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational and regulatory organizations, contractors and the public. Techniques for dealing effectively with the public, vendors, contractors, and City staff, in person and over the telephone. Techniques for providing a high level of customer service to the public and City staff, in person and over the telephone. Applicable laws, codes, and regulations. Computer applications related to the work, including word processing, spreadsheet and database applications. Safe driving principles and practices. Safe work practices. Skill in: coordinating disaster recovery operations. Analyzing information under emergency operating conditions and directing the course of action to be taken. Verbal and written communications, including with students and teachers; and use of computers and software. Interpretation of administrative policies and procedures and applying them to the job. Operating a personal computer and related word processing, presentation, and spreadsheet programs; and other office equipment. Establishing and maintaining effective working relationships with those contacted in the course of the work including coworkers, school district staff, business and community members, and students. Operating a motor vehicle safely.
ABILITY TO: Establish and maintain effective working relationships with peers and supervisors; communicate clearly and effectively, both orally and in writing, with co-workers and to the public; type at a speed of 45 words per minute; operate a motor vehicle; work with high levels of interruption; maintain diplomacy with the public and others under stressful situations; operate a records management system, computers and other office equipment; promote and provide excellent customer service; and exercise a degree of independent judgment.

PHYSICAL DEMANDS & WORK ENVIRONMENT: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 25 pounds. Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

Working Conditions: May be required to work on evenings, weekends and holidays.

DESIRABLE EXPERIENCE AND TRAINING: Any combination of education and experience which would provide the required knowledge, skills, and abilities necessary for satisfactory performance and demonstration of good character. Experience in a municipal setting, emergency management, and public outreach programs is highly desirable.

SPECIAL JOB-RELATED REQUIREMENTS: Valid California Driver’s License and a satisfactory driving record.

EXAMINATION INFORMATION: The examination will consist of an oral interview (weighing 100%). Based upon the applications submitted, only the most qualified candidates will be invited to interview. Offers of employment are contingent upon passing a pre-employment physical and background investigation.

Please submit all applications and resumes to HRResources@cityoflosalamitos.org

The City of Los Alamitos is an Equal Opportunity Employer and does not discriminate on the basis of Race/Color, National Origin, Sex, Religion, Age or Handicapped Status in employment or the provision of service.
# CITY OF LOS ALAMITOS
## HOURLY RATE SCHEDULE
### Effective May 20, 2019

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RESOLUTION NO. 2019-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE JOB DESCRIPTION FOR COMMUNITY LIAISON OFFICER, A NEW FULL-TIME HOURLY BENEFITED POSITION, AND AMENDING THE FULL-TIME HOURLY RATE SCHEDULE

WHEREAS, the City seeks to establish the new full-time hourly benefited position of Community Liaison Officer to perform the duties specified in the Job Description attached hereto as Exhibit “B” and incorporated by reference; and,

WHEREAS, an amendment to the City of Los Alamitos full-time hourly rate schedule is required to include the addition of the Community Liaison Officer position; and,

WHEREAS, the new full-time hourly rate schedule will become effective May 20, 2019; and,

WHEREAS, this resolution shall supersede Resolution No. 2018-23.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Job Description for Community Liaison Officer, a new full-time hourly benefited position, attached hereto as Exhibit “A” and incorporated by reference, is hereby adopted.

SECTION 3. The full-time hourly rate schedule, attached hereto as Exhibit “B” and incorporated by reference, is hereby adopted.

SECTION 4. The full-time hourly rate schedule, attached hereto as Exhibit “B” amends, restates and supersedes all prior full-time hourly rate schedule enactments including, without limitation, Resolution 2019-08.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2019.

_________ _______________________
Warren Kusumoto, Mayor
I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20\textsuperscript{th} day of May, 2019, by the following vote, to wit:

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

________________________________________
Windmera Quintanar, MMC, City Clerk
CITY OF LOS ALAMITOS

EMPLOYMENT OPPORTUNITY

COMMUNITY LIAISON OFFICER

FILING INFORMATION: Applicants must submit a completed City of Los Alamitos employment application. Please call (562) 431-3538 for additional information, or visit www.cityoflosalamitos.org for employment application. Applications must be received by by the Human Resources Department.

SALARY RANGE: Tier 3 Range $3,822 to $4,644 per month *
(*range is for new hires - the applicable range for current employees would be Tier 1,2, or 3)

POSITION AND ESSENTIAL JOB FUNCTIONS: The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

Under the direction of the Support Services Division Commander assists with research, preparation, and writing of e-newsletter, website text and articles, news releases, and issue-specific community outreach. Creates content for the Department's social media channels; monitor comments and questions, and tracks analytics. Updates Department's website. Analyzes information and recommends strategies for promoting and encouraging social media and website visits. Prepares letters, databases, spreadsheets, surveys, reports, and presentations. Crafts engaging promotional materials to highlight Department services, projects, or events; including preparation of graphics for brochures, flyers, and social media posts. Attends public meetings, and special events to take photos/video and promote Department communication efforts. Assists with receiving visitors, telephone calls, and responds to resident inquiries or requests. Assists with other special projects, as assigned. Operates a variety of office equipment including copiers, scanners, facsimile machine, and computer. Coordinate Department activities for recruiting, support the hiring process, maintain all training records, and professional development efforts. Coordinates compliance reviews, audits, and reports for county and state agencies. Coordinates Department Chaplain and volunteer programs.

Under general supervision, the Community Liaison Officer enters, files, retrieves, copies, and provides authorized information contained in police criminal records to authorized law enforcement personnel, court representatives and the public. The Community Liaison Officer prepares pertinent document packages for Court bookings, tracks subpoenas, and works with the District Attorney’s Office in filing arrests and complaints. The Community Liaison Officer is also responsible for maintaining an up-to-date police records management system, preparing Federal and State mandated reports, and performing various other related duties as assigned to include backfilling the Emergency Services Coordinator.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES: Principles, practices and methods of administrative and organizational analysis; public administration policies and procedures. Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases. Effective business communications and correct English usage, including spelling, grammar, and punctuation. Research techniques, methods, and procedures and report presentation; internet web site practices, methods and techniques; basic principles and practices of report preparation. Pertinent federal, state, and local codes, laws, and regulations. Photography, software graphic design applications, video production programs, and Microsoft Office. Provide responsible administrative and basic analytical support to assigned area. Utilize good judgment in analyzing situations carefully and adopting effective courses of action; gather, organize, compile, and summarize data. Understand and follow oral and written directions; communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with peers and supervisors; communicate clearly and effectively, both orally and in writing, with co-workers and to the public; type at a speed of 45 words per minute; operate a motor vehicle; work with high levels of interruption; maintain diplomacy with the public and others under stressful situations; operate a records management system, familiarity with social media platforms, computers and other office equipment; promote and provide excellent customer service; and exercise a degree of independent judgment.

KNOWLEDGE OF: Police records procedures; laws pertaining to the release of police reports and public records; law enforcement statistical data practices; effective oral and written communications skills; data entry and word processing skills; police terminology; and law enforcement codes.

ABILITY TO: Establish and maintain effective working relationships with peers and supervisors; communicate clearly and effectively, both orally and in writing, with co-workers and to the public; type at a speed of 45 words per minute; operate a motor vehicle; work with high levels of interruption; maintain diplomacy with the public and others under stressful situations; operate a records management system, familiarity with social media platforms, computers and other office equipment; promote and provide excellent customer service; and exercise a degree of independent judgment.
DESIRABLE EXPERIENCE AND TRAINING: High school diploma or equivalent, plus three years of police records, dispatching or related experience.

SPECIAL JOB-RELATED REQUIREMENTS: Valid California Driver’s License and a satisfactory driving record.

EXAMINATION INFORMATION: The examination will consist of an oral interview (weighing 100%). Based upon the applications submitted, only the most qualified candidates will be invited to interview. Offers of employment are contingent upon passing a pre-employment physical, and background investigation.

Please submit all applications and resumes to HResources@cityoflosalamitos.org

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## CALIFORNIA TEAMSTERS 911

### SALARY SCHEDULE

**TIER 1**

**Effective May 20, 2019**

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Tier 2 – Hired before April 1, 2013 and met criteria set in Resolution 2011-07
Tier 3 – Hired on or after April 1, 2013
SUMMARY

At its April 15, 2019 Special Meeting, public comment was provided that expressed concern with the Golden State Water waterline replacement project being conducted in the apartment row neighborhood (“Howard Ave. Main Replacement”). As a result, Council directed Staff to include this project as a discussion item during the May 20, 2019 meeting.

RECOMMENDATION

Discuss the project and provide direction to staff as deemed necessary.

BACKGROUND

Due to concern with aging water pipes in the Apartment Row neighborhood, Golden State Water (GSW) elected to replace several existing pipes. This project includes installing 7,500 linear feet of pipeline and 7 new hydrants. GSW decided to not replace the pipes within the existing alley locations but rather relocate the infrastructure to the abutting streets. This relocation results in the need for 181 new service connections, as the service meters are also relocated from the alleys to the abutting streets.

Project construction commenced in early November. Several streets within the Apartment Row neighborhood were inconvenienced by the construction work necessary to install the new waterlines. The inclement weather experience this winter caused delays to the project and negatively influenced the temporary asphalt patches placed over the disturbed street areas. At the request of city staff, GSW modified the temporary patches to better accommodate vehicular traffic and the increased precipitation.

Installation of the new waterlines is essentially complete. GSW paved the disturbed street areas on April 26, 29 and 30. This work included grinding existing asphalt and overlaying new asphalt. Depending upon the extent of the construction work, the new asphalt varied
from patching holes to full street width pavement. Most areas received a parking lane or travel lane width of new asphalt pavement. Some minor street work still remains, such as restriping, and all street work should be completed within the next two weeks.

Meter installation and new service connections remain to be completed. Staff previously informed GSW that all new service connections require a building permit. This is intended to ensure that said connections are constructed as per applicable building codes and will include inspections of the work performed. Staff has requested of GSW to provide a listing of all new service connections representing the address and customer information, as well as a work schedule.

**DISCUSSION**

The public comment provided during the April 15th meeting represented frustration and concern with management of the project and the workmanship represented. The speaker, Mr. Art DeBolt, suggested that all street work be fully completed before GSW is granted permits and allowed to proceed with phase 2 of the work (new service connections). Mr. DeBolt also recommended that the City provide notice to all property owners that the work being performed is not a project of the City, that permission of the property owner is required in order to obtain a permit for the new service connection, and that the property owner seek legal counsel or advice from a plumber regarding the adequacy of the new service connection.

During the April 15th meeting, Council members responded to the comments received by Mr. DeBolt by directing staff to add this matter to the May 20th City Council meeting as a discussion item. Council member Grose noted receiving a number of calls and emails from residents regarding this project.

As a result of the comments received as well as considering what has transpired with this project and historically with other larger utility improvement projects in Los Alamitos, staff is prepared to proceed with the following:

- Coordinate a joint public outreach with GSW for Phase 2 (new service line connections) of the Howard Ave. Main Replacement Project. This effort would include:
  - Distribution of a written notice to property owners, service customers and residents providing key project information, including project schedule, building permit requirement, installation process and points of contact for GSW and the City of Los Alamitos.
  - City staff to provide project information and periodic updates on the City’s website and social media. Ensure that the information includes points of contact for GSW and the City of Los Alamitos. GSW currently provides project information on their website, which would be referenced in the information posted on the City’s website and on social media.
• Require utility companies proposing work within public rights of way to provide a Public Outreach and Engagement Plan. The Plan would include a communications program representing specific notification and outreach efforts to be taken by the utility. These efforts could also include City participation as deemed necessary. The extent of the Plan would be at the discretion of the City Engineer and Development Services Director. The Plan would be reviewed and approved in association with the City’s issuance of an encroachment permit.

• City staff to conduct annual meetings with utility companies in an effort to identify and discuss future utility improvement plans.

City staff is open to any suggestions or direction provided by City Council, including the possibility of establishing an Ad Hoc Committee representing appointed City Council members, City staff and representatives from GSW.

**FISCAL IMPACT**

None.

Submitted By: Les Johnson, Development Services Director
Approved By: Bret M. Plumlee, City Manager

*Attachment: Golden State Water Construction Notice*
# CONSTRUCTION NOTICE

## Howard Ave. Main Replacement

<table>
<thead>
<tr>
<th>What</th>
<th>Installation 8-inch PVC pipe to replace existing, aging steel main. With replacement of the existing main, existing services and fire hydrants will also be replaced. Existing, aging mains located in alley way will be abandoned. Services for customers will be relocated in front of property.</th>
</tr>
</thead>
<tbody>
<tr>
<td>When</td>
<td>Construction will commence on November 7, 2018 with completion expected by mid-April 2019. The city of Los Alamitos working hours in public right of way will be from 7:30 am to 5:00 pm or as required by city.</td>
</tr>
<tr>
<td>Where</td>
<td>Installation of 8-inch PVC main will be from following locations: Howard Ave from Maple to Lexington; Sections of Green St., from Bloomfield St. to Lexington; sections of Farquhar from Maple to Lexington; Maple between Green and Howard. Abandon main in alley between Green and Howard from Reagan to Lexington, with all services connected to alley in main to be moved to front of streets on either Green or Howard.</td>
</tr>
<tr>
<td>What to Expect</td>
<td>Construction crews with backhoes, dump trucks, crew trucks and hand tools will be digging along the new pipeline alignment. The services will generally be installed using an air compressor and pneumatic boring tool. The streets will remain open to traffic during the construction period but traffic and parking may be restricted and access to driveways may be limited for short durations of time. The construction crews will make every effort to keep dust to a minimum. Please expect an increased level of noise during the construction period. Weekly activities such as trash pick up will not be interrupted. Generally, as underground activities are completed the crews will progress to the next underground sections and come back near the end of the project to perform landscape and hardscape restoration.</td>
</tr>
<tr>
<td>Contacts</td>
<td>If you have any questions or concerns about the construction activities for this project, please call the Golden State Water Company Customer Service Center at (800) 999-4033.</td>
</tr>
</tbody>
</table>

Golden State Water Company thanks you for your patience while we work to improve your water system.

At Golden State Water Company, it has been all about water for more than 80 years. Our team of professionals delivers reliable, quality water and great service to customers in 75 communities across California.

*Project #26931531*