

CITY OF LOS ALAMITOS
3191 Katella Avenue Los Alamitos, CA 90720

REVISED AGENDA
CITY COUNCIL REGULAR MEETING

March 16, 2020 – 6:00 p.m.

SAFETY ALERT –NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Members to attend City Council meetings telephonically. Please be advised that some, or all, of the Los Alamitos City Council Members may attend this meeting telephonically.

If you wish to attend the City Council meeting in person, the City Council Chamber located at 3191 Katella Ave, California 90720, will be open for this meeting and the public shall have the right to observe and offer public comment at this location.

While you may attend this meeting in person, given the health risks associated with COVID-19, please be advised that you may submit comments on any agenda item or on any item not on the agenda by email to wquintanar@cityoflosalamitos.org. You may also view the meeting live on local cable channel 3 and online at <https://cityoflosalamitos.org/your-government/city-council/agendas-and-minutes/>.

Please consider carefully before attending this meeting in person and keep a six foot distance from others as much as possible. Please do not attend this meeting in person if you have traveled internationally, particularly to China, Italy, Iran, Japan, South Korea, Taiwan, and/or you have had direct contact with someone who has travelled to those places or tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms.

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

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Chirco will lead Pledge of Allegiance.

4. INVOCATION

Council Member Grose will give the Invocation.

5. PRESENTATIONS

None.

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

Ratify the Warrants for March 16, 2020 in the amount of \$1,219,911.74, 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 March 17, 2020 to April 20, 2020.

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
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.

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

A. Approval of Minutes (City Clerk)

Approve the City Council Special and Regular Minutes of March 18, 2020 and the Special Minutes of February 24, 2020.

B. Resolution No. 2020-04 – Designation of City Treasurer (City Clerk)

This report seeks consideration of a resolution designating City Manager Chet Simmons as City Treasurer.

Recommendation: Adopt Resolution 2020-04, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CHET SIMMONS, CITY MANAGER, AS CITY TREASURER OF THE CITY OF LOS ALAMITOS AND REPEALING RESOLUTION NO. 2019-11 IN ITS ENTIRETY."

C. Resolution 2020-05 – Local Agency Investment Fund (LAIF) (Finance)

This report seeks consideration of a resolution updating the list of City officers authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund by designating current titles to replace outdated positions.

Recommendation: Adopt Resolution No. 2020-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, UPDATING THE LIST OF CITY OFFICERS AUTHORIZED TO ADMINISTER THE INVESTMENT OF CITY MONIES IN THE LOCAL AGENCY INVESTMENT FUND."

11. DISCUSSION ITEMS

- A. Interim Finance Director (City Manager)**
This report seeks consideration of approval of the Employment Agreement for Mr. Craig Koehler as Interim Finance Director of the City of Los Alamitos.

Recommendation: Authorize the Mayor to execute the Employment Agreement for Interim Finance Director with Mr. Craig Koehler attached to this report.

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

- B. Public Engagement via a Revised Community Survey Process – Professional Services Agreement with FM3 Research (Finance)**

As part of the City's Fiscal Sustainability process, the City recently developed a 10 year financial plan which shows the City must take extraordinary measures to mitigate projected structural budget deficits and loss of cash balances. A key part of the Sustainability process involves engaging community stakeholders in order to obtain their feedback on essential City service priorities. Engaging the Community early and often in the process provides constructive feedback before recommendations are made with regard to reductions in essential City services and/or specific revenue enhancement options. In addition, City staff has developed a strategy as to how to conduct public outreach, polling, education workshops, community meetings, informational activities, web and social media communications, etc.

One of the critical items in this process is to obtain ongoing direct feedback from registered voters, which included designing and conducting an updated statistically reliable community survey based on the most current financial information the City has available. The process of proactively engaging the Community through community meetings along with an updated formal registered voter survey is essential in order to gauge the residents' priorities, before making any final specific formal recommendations for reductions to City services or proposing revenue enhancement options to address the budget challenges.

Recommendations:

1. Appropriate \$25,500 from undesignated General Fund reserves and apply to the 2019-20 City Manager department budget; and,
2. Authorize the City Manager to enter into a Professional Services Agreement (PSA) with FM3 Research in the amount not to exceed of \$25,500 for public outreach survey and research related to the City's continuing Fiscal Sustainability process; and,

3. Other related action as Council deems appropriate.

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

12. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9.
Name of Case: *Los Alamitos Community United, et al. v. City of Los Alamitos, et al.* Superior Court of California, County of Orange, Case No. 30-2018-00987018-CU-WM-CXC.

B. THREAT TO PUBLIC SERVICES OR FACILITIES

(Government Code Section 54957)

Consultation with: Michael Daudt, City Attorney
Chet Simmons, City Manager

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: March 13, 2020

CITY OF LOS ALAMITOS

A/P Warrants

March 16, 2020

To Ratify

Pages:

1 - 4	\$	247,738.38	Warrants	02/18/2020
5	\$	18,866.53	Warrants	02/26/2020
6 - 12	\$	209,352.85	Warrants	03/02/2020
	\$	9,170.26	February Retirees	02/03/2020
	\$	148,339.46	Payroll	02/07/2020
	\$	79,343.72	Benefits & Withholdings	02/07/2020
	\$	136,766.66	Payroll	02/21/2020
	\$	131,811.73	Benefits & Withholdings	02/21/2020
	\$	155,278.45	Payroll	03/06/2020
	\$	83,243.70	Benefits & Withholdings	03/06/2020

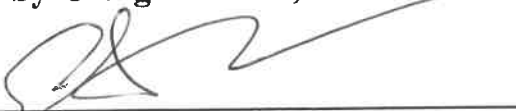
Grand Total \$ 1,219,911.74

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 to March 17, 2020 to April 20.

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 Craig Koehler, Interim Finance Director


 this 11th day of March, 2020

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	ALFREDO ABEL BUSTAMANT	ALFREDO ABEL BUSTAMANTE:RE	13.00
			REGINA SMITH	RSPECIAL INTREST CLASSES	101.00
			REGINA SMITH	PROCESSING FEE	5.00
			REGINA SMITH	PROCESSING FEE	4.00
			JAMIE PEASE	JAMIE PEASE:REFUND	119.00
			LYNN BAIDACK	LYNN BAIDACK:REFUND	40.00
			FREDGARY/ERIN KOMINSKY	FREDGARY/ERIN KOMINSKY:REF	40.00
			HAZEL VITANCOL	HAZEL VITANCOL:REFUND	40.00
			JACQUELINE M. EHRMAN	JACQUELINE M. EHRMAN:REFUN	40.00
			HAN KYEOL KIM	HAN KYEOL KIM:REFUND	40.00
		ORANGE COUNTY SANITATION DISTRICT	ORANGE COUNTY SANITATION D		74,753.98
			TOTAL:		75,195.98
CITY COUNCIL	GENERAL FUND	COMMUNITY MEDIA CORP.	PUBLIC NOTICE ORD2019-08 9		245.00
			PUBLIC NOTICE 2020-01 9256		190.00
			PUBLIC NOTICE 2020-02 9256		160.00
		SIR SPEEDY	STATE OF THE CITY INVITATI		82.88
		LOS ALTOS TROPHY	2 NAME PLATES & NAME BADGE		46.22
		PETTY CASH	COUNCIL MEAL		40.00
			THEATER SUSTAINMENT COMMAN		80.00
			MILEAGE REIMBURSEMENT		20.94
			MILEAGE REIMBURSEMENT		144.42
		ORANGE COUNTY FIRE AUTHORITY	OCFA BEST 7 BRAVEST AWARD		250.00
			TOTAL:		1,259.46
CITY MANAGER	GENERAL FUND	TIME WARNER CABLE	FIBER INTERNET		684.00
		SIR SPEEDY	BUSINESS CARDS- CHET SIMMO		45.17
		LOS ALTOS TROPHY	BADGE AND NAME PLATE SIMMO		28.55
		OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES		19.86
			TOTAL:		777.58
ADMINISTRATIVE SERVICE GENERAL FUND		CITY OF LONG BEACH	CITY OF LONG BEACH		18,480.00
		HDL COREN & CONE	PROPERTY TAX SERVICES- 1Q2		1,375.00
		PAPER RECYCLING SPECIALISTS	PAPER RECYCLING SPECIALIST		82.00
		KONICA MINOLTA BUSINESS SOLUTIONS	KONICA MINOLTA -ADMIN SVCS		268.78
			KONICA MINOLTA -CITY HALL		203.17
		PETTY CASH	CSMFO TRAINING		15.00
			CSMFO TRAINING		15.00
		SCIENTIA CONSULTING GROUP, INC.	IT SERVICES-FEB 2020		5,871.00
			EXTRA HOURS - JAN 2020		2,541.25
		DISCOVERY BENEFITS, INC.	FLEX ADMIN SERVICES- JAN 2		72.00
			TOTAL:		28,923.20
POLICE ADMINISTRATION	GENERAL FUND	ROSSMOOR/LOS AL AREA SEWER	ROSSMOOR/LOS AL AREA SEWER		1,500.00
		CARD INTEGRATORS CORPORATION	ID CARDS: RETIREES,NEW,PRO		99.13
		POLICE EXECUTIVE RESEARCH FORUM	ANNUAL 2020 PERF MEMBERSHI		200.00
			TOTAL:		1,799.13
PATROL	GENERAL FUND	CITY OF CYPRESS	RANGE QUAL.5 DAYS/14 OFFIC		210.00
		GALLS / QUARTERMASTER	NAMEPLATE		11.01
			AGUIRRE: SHIRTS, PANTS, ZI		220.82
			AGUIRRE: CARDIGAN		46.29
		ROSSMOOR CAR WASH	CAR WASH:JOBING		15.01
		SIR SPEEDY	BUSINESS CARDS OFFICER DEL		48.49
		VERIZON WIRELESS	4 GLT.8 AIR CARDS 1/11-2/1		228.14
			LAPTOP AIRCARD 1/11-2/10/2		38.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LAPTOP AIRCARD 1/11-2/10/2	38.01
			MDC SRO 1/11-2/10/20	64.99
			FREEDOM TESTING 1/11-2/10/	53.46
		PETTY CASH	MILEAGE & MEAL REIMBURSEME	130.35
			TOTAL:	1,104.58
INVESTIGATION	GENERAL FUND	VERIZON WIRELESS	4 GLT DETECT 1/11-2/10/20	76.02
			MDC LAPTOP 1/11-2/10/20	40.01
			TOTAL:	116.03
RECORDS	GENERAL FUND	PETTY CASH	MILEAGE REIMBURSEMENT	65.09
			MILEAGE & PARKING REIMBURS	38.74
			TOTAL:	103.83
COMMUNICATIONS TECHNOL	GENERAL FUND	TIME WARNER CABLE	TIME WARNER CABLE	465.06
		PACIFIC TELEMAGEMENT SERVICES	POLICE PAY PHONE- FEB 2020	43.00
		COUNTY OF ORANGE TREASURER-TAX	OCSD COMM FY19/20 1/1-3/31	4,025.00
			OCSD FY 19/20 OCT 1- DEC 3	1,224.00
			OCATS: JAN 2020	817.00
			TOTAL:	6,574.06
YOUTH SERVICES	GENERAL FUND	VERIZON WIRELESS	SRO LAPTOP 1/11-2/10/20	38.01
			TOTAL:	38.01
TRAFFIC	GENERAL FUND	DATA TICKET, INC.	DATA TICKET, INC.	908.70
		ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 12/29-1/11	2,472.82
			CROSSING GUARDS 1/12-1/25/	4,581.99
		DECISIONPOINT SYSTEMS, INC	(2) ZEBRA EVM, E-CITE MACH	5,363.69
			TOTAL:	13,327.20
COMMUNITY DEVEL ADMIN	GENERAL FUND	SIR SPEEDY	BUSINESS CARDS-COMM DEV AD	45.17
		LOS ALTOS TROPHY	NAME BADGE (ROSEBERRY)	11.26
			NAME PLATE (ROSEBERRY)	17.29
		PETTY CASH	MILEAGE REIMBURSEMENT	59.23
			TRAVEL EXPENSE REIMBURSEM.	31.28
			TOTAL:	164.23
PLANNING	GENERAL FUND	PETTY CASH	MILEAGE & PARKING REIMBURS	51.72
			TOTAL:	51.72
STREET MAINTENANCE	GENERAL FUND	JHM SUPPLY, INC.	1 1/2 RP BACKFLOW LOS AL B	650.52
		UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES (	43.00
			LSA01 NEW TICKET CHARGES	16.29
		GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	677.41
			GOLDEN STATE WATER COMPANY	279.50
		HI-WAY SAFETY, INC.	SMALL TEMP STOP SIGNS -P.D	274.25
			TOTAL:	1,940.97
PARK MAINTENANCE	GENERAL FUND	ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL-DEC. 2019	530.00
		JHM SUPPLY, INC.	IRRIGATION PARTS FOR REPAI	123.60
		GANAHL LUMBER COMPANY	IRRIGATION PARTS FOR REPAI	3.21
			IRRIGATION PARTS FOR REPAI	6.45
		GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	1,314.69
			GOLDEN STATE WATER COMPANY	3,959.89
			GOLDEN STATE WATER COMPANY	417.64
		HARRY'S PLUMBING AND DRAINS, INC.	YOUTH CENTER TOILET REPAIR	140.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LOS ALAMITOS UNIFIED SCHOOL DISTRICT	50% WATER AT McA 7/8-11/7/	2,146.26
			50% WATER @ OAK 7/08-11/07	15,112.06
		PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK-COTTONWOOD	475.00
		ECOFERT, INC.	ECOFERT, INC.	1,587.50
		RICHARD MURRIETTA	BACKFLOW PREVEN-PUBLIC WOR	1,525.00
		GREENTECH LANDSCAPE, INC.	CONTRACT MOWING	6,368.54
			TOTAL:	33,709.84
BUILDING MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	VALVE REPAIR KIT	21.84
			WASHERS	9.46
			DRYWALL REPAIR FOR CC	6.55
			MUSEUM DOOR REPAIR	74.18
		SPARKLETTS DRINKING WATER	SPARKLETTS DRINKING WATER	198.12
		K&S AIR CONDITIONING, INC.	DIAGNOSE HEATER CRAFTS ROO	245.00
		FIRE SERVICE CORP.	FIRE PROTECTION & LIFE SAF	250.94
			TOTAL:	806.09
CITY ENGINEER	GENERAL FUND	WILLDAN ENGINEERING	CITY ENGINEER	3,240.00
			PLAN CHECKING	7,450.00
			CITY ENGINEERING	2,160.00
			PLAN CHECKING	6,665.00
			TOTAL:	19,515.00
SPORTS	GENERAL FUND	LARRY YEE	ADULT SOCCER REFEREE FEES	242.00
		AMERICAN SOCCER COMPANY, INC.	FIELD PAINT FOR ADULT SOCC	1,323.17
		EFFICIENT LIGHTING & ELECTRIC	OAK FIELD LIGHTS	2,661.71
		JARED E. LLOYD	CLINICS DEC	256.00
		SANBON PRO APPAREL	SANBON PRO APPAREL	116.37
			TOTAL:	4,599.25
SPECIAL CLASSES	GENERAL FUND	JACK GRISWOLD	CPR FOR ADULT, CHILD, INFA	114.40
		MCKENZIE RICKS	WINTER COOKING DECORATING	360.75
			TOTAL:	475.15
SPECIAL EVENTS	GENERAL FUND	PRINTMASTERS	WINTER WONDERLAND BANNER	651.89
			RACE IN THE BASE POSTERS	269.38
		ALWAYS ADVANCING, LLC	RACE ON THE BASE	6,141.94
		THOMAS LASSER	THOMAS LASSER	300.00
		SPORTSWEAR UNLIMITED CORPORATION	ROTB 2020 SHIRTS	20,952.65
		POWERTRIP RENTALS, LLC	SCISSOR LIFT FOR FAMILY DA	427.25
			POWERTRIP RENTALS, LLC	219.50-
		HOLIDAYGOO, INC.	Eggs for Spring Carnival	1,226.73
			TOTAL:	29,750.34
POLICE ADMINISTRATION	ASSET SEIZURE	LEHR	8, TABLET, HOLDER,ANTENNA,	15,646.72
			TOTAL:	15,646.72
GARAGE	GARAGE FUND	VOYAGER FLEET SYSTEMS, INC.	FUEL	5,923.58
			FUEL TAX CREDIT	298.74-
		CWAC INCORPORATED	PUBLIC WORKS VEHICLE-FORD	147.02
			PUBLIC WORKS VEHICLE-FORD	68.00
			POLICE DEPT VEHICLE- DODGE	998.16
			TOTAL:	6,838.02
ADMINISTRATIVE SERVICE TECHNOLOGY REPLACE		ECS IMAGING, INC.	ANNUAL RENEWAL LASERFICHE	2,600.00
		ACCESS SECURITY CONTROLS INT'L, INC.	PD BACK DOOR/BAD STRIKE	175.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SCIENTIA CONSULTING GROUP, INC.	BACKUP SERVER LICENSE JAN2	97.50
			CLOUD BACKUP LICENSE JAN 2	33.00
			BACKUP CLOUD STORAGE JAN 2	720.00
			TOTAL:	3,625.50
INSURANCE	SELF INSURANCE TRU	PACIFIC SECURED EQUITIES, INC.	PACIFIC SECURED EQUITIES,	1,121.76
		DEPARTMENT OF INDUSTRIAL RELATIONS	FY 19/20 ASSESSMENT	274.73
			TOTAL:	1,396.49

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===== FUND TOTALS =====
10  GENERAL FUND                220,231.65
27  ASSET SEIZURE               15,646.72
50  GARAGE FUND                 6,838.02
53  TECHNOLOGY REPLACEMENT     3,625.50
54  SELF INSURANCE TRUST       1,396.49
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                                GRAND TOTAL:    247,738.38
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TOTAL PAGES: 4

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
STREET MAINTENANCE	GENERAL FUND	SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ ST LIGHTS	14,603.73
			TOTAL:	14,603.73
PARK MAINTENANCE	GENERAL FUND	SOUTHERN CALIFORNIA EDISON	PARKS	295.32
			MCAULIFFE PARK	38.50
			TOTAL:	333.82
BUILDING MAINTENANCE	GENERAL FUND	SOUTHERN CALIFORNIA EDISON	PUMP STATIONS	35.01
			POLICE STATION	2,221.41
			COMMUNITY CENTER	1,672.56
			TOTAL:	3,928.98

===== FUND TOTALS =====		
10	GENERAL FUND	18,866.53

	GRAND TOTAL:	18,866.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	RAIFEH DE LOERA:REFUND	41.92
			SENIORS DINE: SUPPLIES	93.39
		RAIFEH DE LOERA	SENIORS DINE:CHICK FIL A	69.98
			SENIORS DINE: PAUL'S PLACE	75.16
		U.S. BANK	SENIORS DINE: EL POLLO LOC	93.71
			SENIORS DINE: EL POLLO LOC	35.55
			SENIORS- SUPPLIES SERVSAFE	10.50
			SENIORS DINE IN:PANDA EXPR	208.37
			SENIORS DINE IN:SUPPLIES	88.38
			SENIORS DINE IN:AMECI PIZZ	142.10
			SENIORS DINE IN:VONS	98.95
			SENIOR DINE IN:SUPPLIES S&	212.00
			SENIOR DINE IN:EL ZARAPE	183.01
			SENIORS-DINE IN: DELI NEWS	76.07
			SENIORS-DINE IN:SUPPLIES	13.99
			NPDES DEV. REVIEW JAN 2020	690.00
		CHARLES ABBOTT ASSOCIATES, INC.	NPDES DEV. REVIEW JAN 2020	552.00
			TOTAL:	2,685.08
CITY COUNCIL	GENERAL FUND	LOS ALTOS TROPHY	POLICE DEPT. PHOTO (DOBY)	10.78
			PLAQUE CMISSIONER (RODMAN	8.89
		U.S. BANK	CHAMBER GALA TICKET	60.00
			DRY CLEANING	15.00
			AMERICANA AWARDS SUPPLIES	8.80
			TOTAL:	103.47
CITY MANAGER	GENERAL FUND	TIME WARNER CABLE	026265 FEB 2020	39.99
			BUSINESS TV 2/16/20-3/15/2	133.05
		U.S. BANK	ILLUSTRATOR MONTHLY	33.99
			OC REGISTER SUBSCRIPTION	10.00
			CCAC MEMBERSHIP	85.00
			ALL EMPLOYEE HARASSMENT 2/	1,250.00
		DR. STEVE ALBRECHT	OFFICE SUPPLIES	47.79
			OFFICE SUPPLIES	18.77
		OFFICE SOLUTIONS BUSINESS PRODUCTS	PRINTING SERVICES	515.09
			TOTAL:	2,133.68
ADMINISTRATIVE SERVICE GENERAL FUND		FEDEX	IRS FILLING FOR QUARTERLY	25.44
			SALEX TAX 1ST QTR 2020 & A	4,860.14
		HINDERLITER, DE LLAMAS & ASSOCIATES	NEOPOST USA INC.	1,250.00
			OFFICE SUPPLIES: 3 CHAIRS	769.35
		NEOPOST USA INC.	PETTY CASH LOCK BOX	30.14
			POSTAGE MACHN. 3/12/20-6/1	491.73
		U.S. BANK	OFFICE SUPPLIES FOR FINANC	46.14
			OFFICE SUPPLIES FOR FINANC	100.77
			TOTAL:	7,573.71
CITY ATTORNEY	GENERAL FUND	WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY-JAN 2020	13,838.54
			WOODRUFF, SPRADLIN & SMART	1,080.00
			WOODRUFF, SPRADLIN & SMART	4,095.00
			TOTAL:	19,013.54
POLICE ADMINISTRATION	GENERAL FUND	KONICA MINOLTA BUSINESS SOLUTIONS	KONICA MINOLTA BUSINESS SO	967.07
			PD COPIER LEASE	187.13
		SPECTRUM SECURITY GROUP, LLC	ROBERT ACOSTA:4 DND KEY/3	21.82
			5 DUPLIC. KEYS/POLICE RE.	20.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PATROL	GENERAL FUND	U.S. BANK	HILTON GARDEN INN	162.68
			EVENT-OFFICE INVOLVED SHOO	223.00
			FBI LEEDA-MEDIA & PUBLIC R	695.00
			DRIVING SIMULATOR SCHOOL	9.20
			TRAINING MANAGERS WORKSHOP	199.00
			SERVICE FEE FOR CSULB	5.47
			DFOS SCHOOL	9.20
			TASER TRAINING FOR GOSSETT	495.00
			CONTRACT SERVICES FOR JAN	750.00
			CHIEF NUNEZ: 2020 WORKSHOP	200.00
		TOTAL:		3,945.54
		CALIFORNIA FORENSIC PHLEBOTOMY, INC. GALLS / QUARTERMASTER	1 BLOOD DRAW (BORIN, NOAH)	127.00
			BYERLEY:SUPPLIES	215.92
			BYERLEY: UNIFORM SUPPLIES	555.35
			BYERLEY: UNIFORM	343.91
			BYERLEY: UNIFORM	262.12
			CASE FILING JACKETS	165.00
			BYERLEY: BUSINESS CARDS	48.49
			ACRYLIC BROCHURE HOLDER	17.23
			CANDY FOR COFFEE WITH A CO	14.98
			MICHAELS- VELCRO	18.51
PATROL	GENERAL FUND	SIR SPEEDY	CLEANERS	40.20
			AED ZOLL CPR-D PADZ	169.00
			PROMO CEREMONY SUPPLIES	17.33
			INTEGRA ROLLER GEL PENS	11.55
			PROP CEREMONY PIX BACKDROP	122.76
			CAKE FOR PROMO CEREMONY	18.98
			30 SPIT MASKS	90.00
			SUPPLIES MEDICINE/FIRST AI	43.08
			PICTURES FOR RECRUITING	38.75
			PICTURES FOR RECRUIT. BACK	48.43
		U.S. BANK	CLORAX WIPES & PENS	69.96
			KITCHEN SUPPLIES	43.62
			CALENDARS, POST-ITS	66.34
			KITCHEN SUPPLIES	8.94
			TOTAL:	2,557.45
		V & V MANUFACTURING, INC. WEST PUBLISHING CORPORATION	(2) RANK RIBBON & REFINISH	129.57
			DETECTIVES: JAN 2019	255.73
		TOTAL:		385.30
RECORDS	GENERAL FUND	U.S. BANK	CAPE MEMBERSHIP	50.00
			WHITE PAPER COVERS 4 PROPE	23.56
			LITERATURE ORGANIZER FRONT	99.85
			REFUND LITERATURE ORG. FRO	99.85-
			LITERATURE ORG. FRONT COUN	99.96
			SMEAD REPORT JACKETS FOR R	35.55
			TOTAL:	209.07
COMMUNICATIONS TECHNOLOGICAL	GENERAL FUND	TIME WARNER CABLE COUNTY OF ORANGE TREASURER-TAX	CABLE SERVICE 2/2/20-3/01/	130.56
			OC ID SYSTEM: AFIS FEB.202	560.00
			TOTAL:	690.56
YOUTH SERVICES	GENERAL FUND	MISC. VENDOR AMANDA McDOWELL GINA TAVASCI	AMANDA McDOWELL:REFUND	220.72
			GINA TAVASCI:REFUND	137.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HANNAH MARTINEZ	HANNAH MARTINEZ:REFUND	130.72
		ORANGE COUNTY TRAINING MANAGER'S ASSOC	2020 OCTMA DUES	100.00
			TOTAL:	588.71
TRAFFIC	GENERAL FUND	REDFLEX TRAFFIC SYSTEMS, INC.	REDFLEX TRAFFIC SYSTEMS, I	9,686.60
		DATA TICKET, INC.	DATA TICKET, INC.	874.97
		ALL CITY MANAGEMENT SERVICES	CG:220.5 @ \$20.78/HR 1/26-	5,091.10
			TOTAL:	15,652.67
EMERGENCY PREPAREDNESS	GENERAL FUND	CITY OF CYPRESS	MOBILE COMM. POST 7/19-12/	721.94
			TOTAL:	721.94
COMMUNITY DEVEL ADMIN	GENERAL FUND	U.S. BANK	AUDIO SOFTWARE	40.99
		CHARLES ABBOTT ASSOCIATES, INC.	PROF. SERVICES 1/2020	4,690.00
			TOTAL:	4,730.99
PLANNING	GENERAL FUND	CARTRIDGE WORLD OF LOS ALAMITOS	PLANNING PRINTER-DELLS5840	121.75
			TOTAL:	121.75
NEIGHBORHOOD PRESERVAT	GENERAL FUND	DAPEER, ROSENBLIT & LITVAK, LLP	MUNICIPAL CODE ENFOR.1/17-	96.40
			TOTAL:	96.40
BUILDING INSPECTION	GENERAL FUND	CHARLES ABBOTT ASSOCIATES, INC.	BUILDING & SAFETY SERV.1/2	78,720.93
			TOTAL:	78,720.93
NPDES	GENERAL FUND	CHARLES ABBOTT ASSOCIATES, INC.	NPDES BUS. INSPECTION JAN2	2,070.00
			TOTAL:	2,070.00
PUBLIC WORKS ADMIN	GENERAL FUND	LOS ALTOS TROPHY	NAME PLATE FOR B.MURPHY-PB	17.29
			TOTAL:	17.29
STREET MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	PAINT & PARTS FOR CC FIRE	23.23
			PAINT AND SUPPLIES FOR GRA	43.66
			DRILL BIT, GLUE BUMP STOP	60.26
			SAFETY GEAR	64.63
			WAHERS, SCREWS FOR BUMP ST	69.67
		GOLDEN STATE WATER COMPANY	SERVICE JAN.08-FEB.07	1,293.70
			GOLDEN STATE WATER COMPANY	1,169.99
			GOLDEN STATE WATER COMPANY	276.57
			SERVICE DEC 2019-FEB 2020	563.28
		HI-WAY SAFETY, INC.	REGULATORY SIGNS	119.05
		SITEONE LANDSCAPE SUPPLY HOLDING, LLC	BLENDED SOIL	79.52
			BLENDED SOIL	79.52
			ROAD BASE/SAFETY GEAR	52.84
		SIR SPEEDY	STORM DRAIN FORMS FOR 2020	96.43
		U.S. BANK	EMULSION TANK FOR ASPHALT	262.63
			TWO DIESEL METAL CANS & FU	129.12
			1.5 TON ROLLER RENTAL	400.00
			REFUND: ROLLER RENTAL	35.37-
		AMERICAN RENTALS	ASPHALT ROLLER RENTAL	359.25
		COMPUTER SERVICE CO.	MAINT.JAN 2020- 21 UNITS	1,470.00
		KELTERITE CORPORATION	FOB 3/8" FINE ASPHALT- SHO	351.21
			TOTAL:	6,929.19
PARK MAINTENANCE	GENERAL FUND	GOLDEN STATE WATER COMPANY	SERVICE JAN.08-FEB.07	218.46
			GOLDEN STATE WATER COMPANY	937.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SITEONE LANDSCAPE SUPPLY HOLDING, LLC	SERVICE DEC 2019-FEB 2020	1,351.70
		U.S. BANK	WEED CONTROL HERBICIDE	91.82
		COAST RECREATION	RECHARGE BATTERY BLOWER	140.59
		EWING	LABOURDETTE PARK PLAYGROUN	1,822.44
			EWING	221.84
			PARTS FOR SPRAYER	24.59
		LOWE'S	PIPE WRENCHES/SOCKET	148.63
		RICHARD MURRIETTA	BACKFLOW PREVENTION TESTIN	80.00
		ROBERTSON INDUSTRIES, INC.	ROLL COAT FOR COTTONWOOD	5,769.00
			TOTAL:	10,806.74
BUILDING MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	TOILET REPAIR	8.61
			WHEEL FOR CHAIR CART	18.30
		GOLDEN STATE WATER COMPANY	SERVICE JAN.08-FEB.07	530.97
		NEWPORT EXTERMINATING	GENERAL PEST-PUBLIC WORKS	175.00
			RODENT CONTROL- PUBLIC WOR	60.00
			RODENT CONTROL- PUBLIC WOR	60.00
		U.S. BANK	ELECTRIC STRIKER FOR P.D.	362.93
			HAZMAT ALUMINUM SIGN	32.87
			MAXIMUM OCCUPANY SIGN	32.66
		LOWE'S	FIRE INSPECTION MATERIALS	194.16
			TOTAL:	1,475.50
RECREATION ADMINISTRAT	GENERAL FUND	CALIFORNIA PARK & REC SOCIETY	CPRS AGENCY MEMEBERSHIP	550.00
		U.S. BANK	CHAMBER GALA RON NODA	60.00
			OFFICE SUPPLIES	70.43
			SUES: SESAC	460.00
			CPRS DISTRICT 10-MEGAN SHI	20.00
			SUBSCRIPTION: CPRS FOR MEG	150.00
			CPRS DISTRICT 10-SAMANTHA	35.00
			CPRS DISTRICT 10-ERIKAL HAL	35.00
			SUBSCRIPTION: BMI	364.00
			DUES TO CPRS	165.00
			CPRS TRAINING FOR RON NODA	20.00
			OFFICE SUPPLIES	86.07
			OFFICE SUPPLIES	5.98
			OFFICE SUPPLIES(SAME RECEI	107.85
			OFFICE SUPPLIES(SAME RECEI	15.06
			OFFICE SUPPLIES	111.89
			DUES/SUBSCRIPTION - MAILCH	269.00
			DUES/SUBSCRIPTION - APPLE	2.99
			CPRS CONF. REGISTRATION -J	1,340.00
			CPRS CONF. REGISTRATION -R	1,045.00
			CPRS CONF. REGISTRATION -E	1,340.00
			REFUND	23.85-
			OFFICE SUPPLIES	51.59
			OFFICE SUPPLIES	27.67
			OFFICE SUPPLIES	118.14
		MEDIANEWS GROUP, INC.	PRINTING SERVICES	3,090.42
			TOTAL:	9,517.24
COMMUNITY SERVICES	GENERAL FUND	U.S. BANK	FACILITY RENTALS- SUPPLIES	77.00
			FACILITY RENTALS-SUPPLIES	56.00
			TOTAL:	133.00
DAY CAMP	GENERAL FUND	U.S. BANK	DAY CAMP-WINTER DAY SUPPLI	42.96

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
				TOTAL:	42.96
SPORTS	GENERAL FUND	AMERICAN SOCCER COMPANY, INC.		YOUTH BASKETBALL JERSEYS	2,945.00
				YOUTH BASEETBALL JERSEYS	46.50
				YOUTH BASKETBALL JERSEY	15.50
		U.S. BANK		SUPPLIES	29.91
				SPORTS- SUPPLIES	483.65
				SUPPLIES	240.17
				AIR PUMP FOR EQUIPMENT	75.36
				BASKETBALL SUPPLIES	42.74
				BASKETBALL SUPPLIES	44.08
				SUPPLIES	125.00
				BASKETBALL SUPPLIES	41.14
				SUPPLIES	1,299.18
		CROWN TROPHY		JR PEE WEE SOCCER TROPHIES	99.40
		SANBON PRO APPAREL		AFTER SCHOOL SPORTS SHIRTS	359.35
				TOTAL:	5,846.98
SPECIAL CLASSES	GENERAL FUND	WORLD TRADE PRINTING COMPANY		PRESCHOOL BANNER	48.94
				ESCAPE ROOM SUPPLIES	62.60
		U.S. BANK		SPECIAL CLASSES- SUPPLIES	9.92
				ESCAPE ROOM SUPPLIES	48.48
				PRESCHOOL SUPPLIES	73.00
				TOTAL:	242.94
SPECIAL EVENTS	GENERAL FUND	MISC. VENDOR	CHELSEI WILSON	CHELSEI WILSON: REFUND	41.92
			MICHELLE MULLER	MICHELLE MULLER:REFUND	37.00
			MARIA ENCISO	MARIA ENCISO:REFUND	37.00
		U.S. BANK	LOGAN QUINTANAR	LOGAN QUINTANAR:REFUND	85.00
				WINTER WONDERLAND	205.33-
				SPECIAL EVENTS- SUPPLIES	285.00
				JUMPER CABLES- EMERGENCY S	22.62
				FAMILY MOVIE NIGHT SUPPLIE	21.75
		JCL TRAFFIC SERVICES		CONING SERVICES FOR ROTB	1,495.00
		ORANGE COUNTY JUMPERS LLC		INFLATABLES 4 SPRING CARNI	1,050.00
				TOTAL:	2,869.96
NON-DEPARTMENTAL	GENERAL FUND	ST. OF CALIFORNIA DEPT. OF JUSTICE		JAN.2020 FINGER/CHILD AB/P	460.00
				NON-EMPLOYEE FINGERPRINT (	192.00
				WAYNE BYERLEY 2-7-20	450.00
		SUSAN SAXE-CLIFFORD, PH.D.		GENERAL COUSEL SERVICES	370.00
				LIEBERT CASSIDY WHITMORE	2,051.20
				LIEBERT CASSIDY WHITMORE	352.00
		OPENGOV, INC.		2020 RENEWAL	3,000.00
		TRACY GUTIERREZ		POLYGRAPHS:MILAM,BINIONS,C	675.00
				TOTAL:	7,550.20
BENEFITS & LIABILITY R GENERAL FUND		SHARON KERBOW		MARCH 2020 RETIREE REIMB	709.70
		TOM RASO		MARCH 2020 RETIREE REIMB	760.98
		PHILIP ARNOLD		MARCH 2020 RETIREE REIMB	289.83
		GREG TORRES		MARCH 2020 RETIREE REIMB	347.78
		CARLOS BARAJAS		MARCH 2020 RETIREE REIMB	318.64
		JUSTINE KIM		MARCH 2020 RETIREE REIMB	206.40
		JANICE SHORE		MARCH 2020 RETIREE REIMB	638.98
		RICHARD DELEON		MARCH 2020 RETIREE REIMB	652.98
		ROBERT THOME		MARCH 2020 RETIREE REIMB	626.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BRUCE MCALPINE	MARCH 2020 RETIREE REIMB	327.26
		SEAN CONNOLLY	MARCH 2020 RETIREE REIMB	832.98
		SHARON NOWELL	MARCH 2020 RETIREE REIMB	318.64
		DAVE PEARCE	MARCH 2020 RETIREE REIMB	543.78
		LORIN PAHOLSKI	MARCH 2020 RETIREE REIMB	289.83
		CASSANDRA PALMER	MARCH 2020 RETIREE REIMB	607.29
		TODD MATTERN	MARCH 2020 RETIREE REIMB	820.77
		JAIME DIAZ	MARCH 2020 RETIREE REIMB	877.52
			TOTAL:	9,170.26
CAPITAL PROJECTS	GAS TAX	HI-WAY SAFETY, INC.	REGULATORY SIGN	84.14
		COMMUNITY MEDIA CORP.	STREET NAME SIGNS CIP 19/2	272.60
		WEST COAST ARBORISTS, INC.	TREE MAINTENANCE	2,871.25
		SUNNY SLOPE TREES	STREET TREE	39.87
			TOTAL:	3,267.86
CAPITAL PROJECTS	BUILDING IMPROVEME	XYLEM DEWATERING SOLUTIONS, INC.	FENLEY PUMP RENTAL	3,829.32
			TOTAL:	3,829.32
CAPITAL PROJECTS	MEASURE M	COMMUNITY MEDIA CORP.	STREET NAME SIGNS CIP 19/2	272.60
			TOTAL:	272.60
POLICE ADMINISTRATION	ASSET SEIZURE	OC DISTRICT ATTORNEY'S OFFICE	ASSET FORFEITURE	612.00
			TOTAL:	612.00
GARAGE	GARAGE FUND	IRMA J. SANTOS	IRMA J. SANTOS	225.00
			IRMA J. SANTOS	20.00
			IRMA J. SANTOS	20.00
			PD CAR WASHES	205.00
			PW CAR WASHES	40.00
			REC CAR WASH	20.00
			TOTAL:	530.00
ADMINISTRATIVE SERVICE	TECHNOLOGY REPLACE	U.S. BANK	PROGRAM FOR MEGAN S. COMPU	99.99
		TYLER TECHNOLOGIES	ACCOUNTING SYSTEM MAINT	1,842.20
			TOTAL:	1,942.19
INSURANCE	SELF INSURANCE TRU	GEORGE HILLS COMPANY, INC.	GL TPA SERVICE- FEB 2020	2,295.83
			TOTAL:	2,295.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	GENERAL FUND			196,603.05
20	GAS TAX			3,267.86
25	BUILDING IMPROVEMENT			3,829.32
26	MEASURE M			272.60
27	ASSET SEIZURE			612.00
50	GARAGE FUND			530.00
53	TECHNOLOGY REPLACEMENT			1,942.19
54	SELF INSURANCE TRUST			2,295.83

	GRAND TOTAL:			209,352.85

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

SPECIAL MEETING – February 18, 2020

1. CALL TO ORDER

The City Council met in Special Session at 5:01 p.m., Tuesday, February 18, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding.

2. ROLL CALL

Present: Council Members: Doby, Grose, Hasselbrink,
Mayor Pro Tem Chirco, Mayor Murphy

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Emeline Noda, Recreation Manager
Ron Noda, Recreation Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Exec. Assistant to the City Manager/Benefits Coordinator

3. SPECIAL ORDER OF THE DAY

**A. Interview Parks, Recreation, and Cultural Arts Commission Applicants
(City Clerk)**

This report provides relevant information by which the City Council may appoint members to the Parks, Recreation, and Cultural Arts Commission.

The City Council interviewed Parks, Recreation, and Cultural Arts Commission applicants Mr. Glaubenskleee and Mr. Nefulda.

City Clerk Quintanar requested the City Council complete their Indications of Support. Council made its selections. City Clerk Quintanar stated there were five Indications of Support for Jordan Nefulda.

Motion/Second: Chirco/Doby

Unanimously Carried: The City Council appointed Jordan Nefulda to the Parks, Recreation, and Cultural Arts Commission with a term ending December 2022.

4. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (1 potential case)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9. Name of Case: *Los Alamitos Community United, et al. v. City of Los Alamitos, et al.* Superior Court of California, County of Orange, Case No. 30-2018-00987018-CU-WM-CXC.

City Attorney Daudt read the items aloud.

RECESS

The City Council recessed into Closed Session at 5:13 p.m.

RECONVENE

The City Council reconvened in Special Session at 6:02 p.m.

City Attorney Daudt stated there was no reportable action.

5. ADJOURNMENT

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

REGULAR MEETING – February 18, 2020

1. CALL TO ORDER

The City Council met in Regular Session at 6:02 p.m., Tuesday, February 18, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding.

2. ROLL CALL

Present: Council Members: Doby, Grose, Hasselbrink,
Mayor Pro Tem Chirco, Mayor Murphy

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Eric Hendrickson, Finance Director
Chris Kelley, City Engineer
Emeline Noda, Recreation Manager
Ron Noda, Recreation Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief Orange County Fire Authority
Leslie Roseberry, Interim Development Services Director
Chelsi Wilson, Exec. Asst. to the City Manager/Benefits Coordinator

3. PLEDGE OF ALLEGIANCE

Council Member Doby led the Pledge of Allegiance.

4. INVOCATION

Council Member Chirco gave the Invocation.

5. PRESENTATIONS

The City Council presented awards to the listed representatives.

A. Presentation of a Plaque to Outgoing Traffic Commissioner Sallie Rodman

B. Presentation of Certificates of Appointment to newly appointed Parks Recreation and Cultural Arts Commissioner, William Bandak, and Traffic Commissioner, Bruce Murphy

C. Presentation of Commendation to Chief Ron Roberts in Recognition of Being Named Orange County Fire Authority's Chief of the Year, Division 1

D. Presentation of a Proclamation to North Orange County ROP Representatives Regarding Career Technical Education Month

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.

Reverend Samuel Pullen, Community Congregational, spoke regarding building human relations between the Council and the community.

Henry Joefsberg stated opposition to the Cypress development, support for the police department, and opposition to funds being spent to defend the Ordinance.

Karen Adams, resident, stated a noise complaint regarding her neighbor's pool equipment.

Alex Duran and Will Bandak, Parks, Recreation, and Cultural Arts Commissioners, issued the Race on the Base Challenge to the Council and spoke regarding the event being held on February 21 and 22, 2020.

Barbara Farrell, resident, stated support for rebuilding the community and the police department and opposed the anti-camping ordinance.

Reverend Samuel Pullen spoke in opposition to the anti-camping ordinance.

Joel Block, Rossmoor resident, supported the resequencing of the districts and looked forward to resolving the ongoing litigation.

Stephanie Roberts, Mission and Outreach coordinator at Community Congregational, stated opposition to the anti-camping ordinance.

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.

Council Member Grose spoke regarding attendance at a meeting with Southern California Edison, Cypress State of the City, League of California Cities – Orange County Division meeting, 79th Sustainment Command Annual Dining Out Program, American Red Cross Sheltering Fundamentals training, meeting with City Manager Simmons, and gave an overview of development in Cypress.

Council Member Doby spoke regarding attendance at the Orange County Fire Authority's Best and Bravest Dinner, 79th Sustainment Command Annual Dining Out Program, Orange County Mosquito and Vector Control District Board

Meeting, Chamber Ribbon Cutting Event, and Chamber Breakfast.

Council Member Hasselbrink spoke regarding attendance at the League of California Cities – Orange County Division meeting, Orange County Fire Authority's Best and Bravest Dinner, upcoming Race on the Base event, opening day for Los Alamitos Youth Baseball, and requested the meeting be adjourned in honor of Frieda Kaplan.

Mayor Pro Tem Chirco spoke regarding attendance at the Fiscal Sustainability meeting, CERT Training at Orville Lewis park, meeting with City Manager Simmons, upcoming Race on the Base and Americana Awards.

Mayor Murphy requested and received an update regarding Race on the Base, upcoming memorial for Frieda Kaplan and Americana Awards, attendance at the Senior Club Volunteer awards, Los Alamitos Elementary School speech context, Chamber breakfast. He welcomed City Manager Simmons and congratulated Council Member Hasselbrink on being elected as the Chair of the Orange County Fire Authority Board of Directors.

8. ITEMS FROM THE CITY MANAGER

None.

9. WARRANTS

Motion/Second: Hasselbrink/Grose

Unanimously Carried: The City Council ratified the Warrants for February 18, 2020, in the amount of \$643,759.65, and authorized the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of February 19, 2020 to March 15, 2020.

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Aye
Council Member Hasselbrink	Aye

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.

Council Member Grose pulled item 10D.

Motion/Second: Hasselbrink/Chirco

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

A. Approval of Minutes

(City Clerk)

Approved the City Council Special Minutes of January 14, 2020, Regular

Minutes of January 21, 2020, and Special Minutes of February 3, 2020.

B. Adopt Ordinance No. 2020-01 – Anti-Camping Ordinance Prohibiting Camping and Storage of Personal Property in Public Areas

(City Manager)

At its regular meeting of January 21, 2020, the City Council introduced for first reading Ordinance Number 2020-01. This ordinance will add language to Los Alamitos Municipal Code Title 12 providing certain provisions that will prohibit camping and the storage of personal property in public areas throughout the City of Los Alamitos.

The City Council adopted Ordinance No. 2020-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 12.52 TO TITLE 12 OF THE LOS ALAMITOS MUNICIPAL CODE PROHIBITING CAMPING AND THE STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS".

C. Adopt Ordinance No. 2020-02 – Amendment to Sequence of District Elections in Response to City Council Vacancy

(City Clerk)

At its regular meeting of January 21, 2020, the City Council introduced for first reading Ordinance Number 2020-01. Proposed Ordinance No. 2020- would amend Ordinance No. 2018-50 (the "Districting Ordinance") to provide for the election of three, rather than two, City Councilmembers by-district at the next General Municipal election.

The City Council adopted Ordinance No. 2020-02 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING ORDINANCE NO. 2018-05 TO REVISE THE SEQUENCE OF DISTRICT ELECTIONS."

E. Treasurer's Quarterly Investment Report – December 2019 (Finance)

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

The City Council received and filed the Treasurer's Quarterly Investment Report – December 2019.

F. Approval of Plans and Specifications, and Authorization to Bid for Community Center Americans with Disabilities Act (ADA) Improvements Project (CIP No. 19/20-05) (Development Services)

This report recommended actions to begin facilitating the construction for the Community Center ADA Improvements Project (CIP No. 19/20-05).

The City Council:

1. Approved the plans and specifications for the construction of the Community Center ADA Improvements Project (CIP No. 19/20-05); and,

2. Authorized Staff to advertise and solicit bid proposals.

G. Approval of Request for Proposals (RFP) 2020-01 for Tree Maintenance Services (Development Services)

This item recommended action to facilitate the solicitation of bids for contractual services for the maintenance, removal, online inventory and replacement of trees within the City's community forest.

The City Council:

1. Approve the Request for Proposals (RFP) 2020-01 for the maintenance, removal, online inventory, and replacement of trees within the City's community forest; and,
2. Authorized Staff to advertise and solicit bid proposals.

H. Approval of Amendment No. 1 with Citywide Auto Care for Annual Fleet Maintenance (Development Services)

This item provided a basis for continuing services with Citywide Auto Care to provide annual preventative maintenance and repair to all City owned vehicles for one additional year. The current Professional Services Agreement (PSA) expires on April 15, 2020, but can be extended for one year at the City's option.

The City Council authorized the Mayor to execute Amendment No. 1 of the Professional Services Agreement with Citywide Auto Care.

End of Consent Calendar

Items Pulled from Consent Calendar

D. 2020 Budget Calendar (Finance)

This report seeks to establish the 2020 budget calendar.

Council Member Grose advised he supports the item and requested the Budget Standing Committee update the Council after every meeting.

Council and Staff discussed the need for the schedule to be flexible due to conflicts.

Motion/Second: Grose/Chirco

Unanimously Carried: The City Council approved the recommended budget calendar for 2020.

11. DISCUSSION ITEM

A. Southern California Association of Governments (SCAG) 2020 Regional Conference and General Assembly (City Clerk)

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held May 6-8, 2020, at the JW Marriott Desert Springs Resort and Spa. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

City Clerk Quintanar summarized the staff report.

Motion/Second: Murphy/Chirco

Unanimously Carried: The City Council appointed Council Member Dean Grose to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly.

12. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9. Name of Case: *Los Alamitos Community United, et al. v. City of Los Alamitos, et al.* Superior Court of California, County of Orange, Case No. 30-2018-00987018-CU-WM-CXC.

City Attorney Daudt stated Closed Session was not needed.

13. ADJOURNMENT

The Council adorned in memory of Frieda Kaplan at 6:50 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

SPECIAL MEETING – February 24, 2020

1. CALL TO ORDER

The City Council met in Regular Session at 5:02 p.m., Monday, February 24, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding.

2. ROLL CALL

Present: Council Members: Doby, Grose, Hasselbrink,
Mayor Pro Tem Chirco, Mayor Murphy

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Chelsi Wilson, Exec. Asst. to the City Manager/Benefits

Coordinator

3. SPECIAL ORDERS OF THE DAY

A. 2020 State of the City Practice

The 2020 State of the City event is scheduled for March 4, 2020. This workshop will allow Council to prepare for the presentation. This workshop is intended for practice purposes only. If any direction is provided to Staff, discussion of the item will be brought back as a future agenda item.

The City Council rehearsed the 2020 State of the City presentation.

4. ADJOURNMENT

The City Council adjourned at 6:47 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 16, 2020

ITEM NUMBER: 10B

To: Mayor Richard D. Murphy & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Resolution No. 2020-04 – Designation of City Treasurer

SUMMARY

This report seeks consideration of a resolution designating City Manager Chet Simmons as City Treasurer.

RECOMMENDATION

Adopt Resolution 2020-04, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CHET SIMMONS, CITY MANAGER, AS CITY TREASURER OF THE CITY OF LOS ALAMITOS AND REPEALING RESOLUTION NO. 2019-11 IN ITS ENTIRETY.”

BACKGROUND

Los Alamitos Municipal Code, Section 2.16.030, states “The City Treasurer shall be appointed by the council and shall serve at its pleasure. The appointment of the City Treasurer shall be by resolution of the city council.”

On April 15, 2019, the City Council adopted Resolution No. 2019-11, which designated Finance Director, Eric Hendrickson, as the City Treasurer. Mr. Hendrickson resigned effective February 19, 2020.

DISCUSSION

The City Council shall appoint the City Treasurer by resolution as per Municipal Code Section 2.16.030. It is customary for the Finance Director to serve as the City Treasurer; however, the position is currently being held by an Interim Director. The City is currently recruiting to fill the position on a permanent basis. Staff is recommending appointing City Manager Chet Simmons to serve as Treasurer until a permanent Finance Director is hired.

FISCAL IMPACT

None.

Submitted by: Windmera Quintanar, MMC, City Clerk
Approved by: Chet Simmons, City Manager

Attachments: 1. *Resolution No. 2020-04*

RESOLUTION NO. 2020-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CHET SIMMONS, CITY MANAGER, AS CITY TREASURER OF THE CITY OF LOS ALAMITOS AND REPEALING RESOLUTION NO. 2019-11 IN ITS ENTIRETY

WHEREAS, the City Charter of the City of Los Alamitos provides for a City Treasurer whose duties and responsibilities are more specifically therein defined; and,

WHEREAS, Los Alamitos Municipal Code, Section 2.16.030, states "The city treasurer shall be appointed by the council and shall serve at its pleasure. The appointment of the city treasurer shall be by resolution of the city council"; and,

WHEREAS, Resolution No. 2019-11 appointed Finance Director Eric Hendrickson as City Treasurer; and,

WHEREAS, Eric Hendrickson resigned from his position effective February 19, 2020; and,

WHEREAS, City Manager Chet Simmons will serve as Treasurer while the City recruits for a permanent Finance Director.

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: That City Manager, Chet Simmons, is hereby appointed as City Treasurer of the City of Los Alamitos.

SECTION 3: That the City Treasurer shall have all of the powers and duties as set forth in the Government Code of the State of California, the City Charter, and the Los Alamitos Municipal Code.

SECTION 4: That Resolution 2019-11 is hereby repealed in its entirety.

SECTION 5: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of March, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael 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 Resolution 2020-04 was adopted at a Regular Meeting of the City Council held on the 16th day of March, 2020 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 16, 2020

ITEM NUMBER: 10C

To: Mayor Richard D. Murphy & Members of the City Council

Presented By: Craig Koehler, Interim Finance Director

Subject: Resolution 2020-05 – Local Agency Investment Fund (LAIF)

SUMMARY

This report seeks consideration of a resolution updating the list of City officers authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund by designating current titles to replace outdated positions.

RECOMMENDATION

Adopt Resolution No. 2020-05, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, UPDATING THE LIST OF CITY OFFICERS AUTHORIZED TO ADMINISTER THE INVESTMENT OF CITY MONIES IN THE LOCAL AGENCY INVESTMENT FUND.”

BACKGROUND

The Local Agency Investment Fund (LAIF) is trust held in the custody of the State Treasury pursuant to Government Code section 16429.1 et. Seq., The program offers local agencies the opportunity to participate in a major investment portfolio, administered by the State Treasurer’s office. Los Alamitos opted to participate in LAIF in October 1977 with the enactment of City Council Resolution No. 862 (“Reso No. 862”) and has investing in a LAIF account since that time as a fund for operations with transfers to and from our General Fund as needed.

Per Reso No. 862, four City officers are authorized to order the deposit or withdrawal of monies in the LAIF: City Treasurer, Finance Officer, Director of Administrative Services, and City Manager..

DISCUSSION

Two of the four titles, “Finance Officer” and “Director of Administrative Services”, authorized by Reso No. 862 to order the deposit and withdraw LAIF funds no longer exist

and have been renamed. Staff recommends that the City Council adopt Resolution No. 2020-05 to update the titles of officers authorized to administer the City's LAIF account. If approved Resolution No. 2020-05 would authorize the following City officers to order the deposit or withdrawal of monies in the LAIF:

- 1) City Treasurer
- 2) City Manager
- 3) City Clerk
- 4) Finance Director

FISCAL IMPACT

None.

Submitted by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments: 1. Resolution No. 2020-05
 2. Resolution No. 862

RESOLUTION NO. 2020-05**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, UPDATING THE LIST OF CITY OFFICERS AUTHORIZED TO ADMINISTER THE INVESTMENT OF CITY MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, the Local Agency Investment Fund (LAIF) is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and,

WHEREAS, on October 24, 1977, the City Council adopted Resolution No. 862 entitled "Resolution Authorizing Investment of City Monies in Local Agency Investment Fund", which is incorporated herein by this reference; and,

WHEREAS, Resolution No. 862 authorized the deposit and withdrawal of City monies in the Local Agency Investment Fund; and,

WHEREAS, Resolution No. 862 authorized four City officers, and their successors in office, to order the deposit or withdrawal of monies in the Local Agency Investment Fund: City Treasurer, Finance Officer, Director of Administrative Services, and City Manager; and,

WHEREAS, the titles of Finance Officer and Director of Administrative Services are outdated and no longer part of the City's organizational structure; and,

WHEREAS, the City desires to update the list of City officers authorized to administer the Local Agency Investment Fund to reflect its current organizational structure.

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 following City officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

City Treasurer
City Manager
City Clerk
Finance Director

SECTION 3. Except as modified by this Resolution No. 2020-05, Resolution No. 862 shall remain in full force and effect.

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

PASSED, APPROVED, AND ADOPTED this 16th day of March, 2020

Richard D. Murphy, 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 16th day of March, 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

RESOLUTION NO. 862

RESOLUTION AUTHORIZING INVESTMENT OF
CITY MONIES IN LOCAL AGENCY INVESTMENT
FUND.

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976 Section 16429-1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

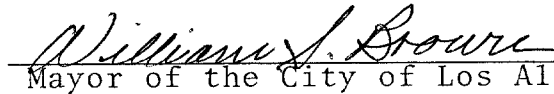
WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429-1 of the Government Code for the purposes of investment as stated therein as in the best interests of the City of Los Alamitos.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429-1 of the Government Code for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED that the following City officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

John E. Vondette, City Treasurer
Richard A. Patino, Finance Officer
Brock T. Arner, Director of Administrative Services
Michael A. Graziano, City Manager

PASSED, APPROVED AND ADOPTED by the City Council of the City of Los Alamitos, State of California, on this 24th day of October, 1977.


Mayor of the City of Los Alamitos

ATTEST:


City Clerk of the City of Los Alamitos

I, MICHAEL A. GRAZIANO, City Clerk of the City of Los Alamitos do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Alamitos at a Regular Meeting held on the 24th day of October, 1977, by the following vote:

AYES:	COUNCIL MEMBERS:	Brown, Audley, Barrish, Sylvia, Zommick
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None


City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 16, 2020

ITEM NUMBER: 11A

To: Mayor Richard Murphy & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Interim Finance Director

SUMMARY

This report seeks consideration of approval of the Employment Agreement for Mr. Craig Koehler as Interim Finance Director of the City of Los Alamitos.

RECOMMENDATION

Authorize the Mayor to execute the Employment Agreement for Interim Finance Director with Mr. Craig Koehler attached to this report.

BACKGROUND

On August 22, 2016, Governor Brown signed Senate Bill 1436 ("SB 1436"), which mandates that local agencies report out certain information before changing the compensation or benefits of their "executives." SB 1436, which took effect on January 1, 2017, requires the governing bodies of local agencies to "orally report a summary of a recommendation" for changes or final action in salaries, salary schedules, compensation paid in the form of fringe benefits before voting on the changes. Voting on such changes must then take place in the open session portion of the same regular meeting.

Mr. Eric Hendrickson, Finance Director resigned from his position as Finance Director effective February 18, 2020 to accept a position with another municipality. Recruiting for a new Finance Director will require a series of actions by Staff including advertising and interviewing qualified candidates. It is expected the entire process will take several months. We are seeking consideration of approval of the Employment Agreement for Interim Finance Director Mr. Craig Koehler, while we continue to recruit for the permanent position.

DISCUSSION

Mr. Koehler has a broad and diverse background with over 30 years of experience in accounting, finance, and administration, including a mix of public and private entities, utilities, and municipalities.

His municipal government experience includes positions as Finance Director and Chief Financial Officer for four cities, a special water district, and a joint power authority.

Koehler holds a bachelor's in business administration from California State University Long Beach, with a major in accounting. He has completed post graduate course work in finance at UCI, and has certificates in budgeting, financial modeling, and advanced governmental accounting. He is a member of the California Society of Municipal Finance Officers, Government Finance Officers Association, and Association for Financial Professionals.

FISCAL IMPACT

The total cost will not exceed current budgeted amounts for the Finance Director position.

Submitted by: Chelsi A. Wilson, Executive Assistant to the City Manager/Benefits

Approved by: Chet Simmons, City Manager

Attachment: 1. Employment Agreement for Interim Finance Director

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(EXECUTIVE MANAGEMENT)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 19 day of February, 2020 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and Craig Koehler (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for Interim Finance Director services. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City.

City desires to employ the services of Employee as Interim Finance Director for the City of Los Alamitos, and Employee desires to accept employment as Interim Finance Director. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as Interim Finance Director of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City, and will be under the day-to-day supervision and direction of the City Manager.

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

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to

any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

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

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

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

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall become effective on February 19, 2020, ("Effective Date"), and shall continue until terminated as provided below.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is "at-will" and that the Employee shall serve at the will and pleasure of the City Manager, and may be terminated at any time, without notice and with or without cause, but subject to the terms of this Agreement. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate, without cause or right of appeal or grievance, the services of the Employee at any time during the Term of this Agreement. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

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

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon resignation by Employee.

(3) Upon the death of Employee.

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

3.2.4 Notice for Resignation. In the event Employee voluntarily resigns his/her position with City, then Employee shall give City three (3) weeks notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled to accrued vacation and administrative leave benefits.

3.3 Salary.

City shall compensate Employee at an annual base salary equal to Step E, Tier 2 of the Resolution 2019-27 Regarding Salary and Benefits for Non-Represented Employees ("Salary and Benefits Resolution"). The salary shall be payable bi-weekly at the same time as other employees of City are paid, and may be modified from time-to-time by the City Manager pursuant to the Salary and Benefits Resolution.

3.4 Fringe Benefits.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution.

3.5 Notices.

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

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

EMPLOYEE: Craig Koehler

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.6 General Provisions.

3.6.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties. This Agreement shall supersede and replace in its entirety that certain Employment Agreement dated February 19th, 2020 between the City and Employee executed and approved by the City Manager.

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

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

3.6.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his/her duties as Interim Finance Director.

3.6.5 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By:

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

EMPLOYEE

By:

Craig Koehler

APPROVED AS TO FORM:

Michael Daudt, City Attorney

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 16, 2020

ITEM NUMBER: 11B

To: Mayor Richard D. Murphy & Members of City Council

Via: Chet Simmons, City Manager

From: David D. Cain, Fiscal Sustainability Manager

Subject: Public Engagement via a Revised Community Survey Process – Professional Services Agreement with FM3 Research

SUMMARY

As part of the City's Fiscal Sustainability process, the City recently developed a 10 year financial plan which shows the City must take extraordinary measures to mitigate projected structural budget deficits and loss of cash balances. A key part of the Sustainability process involves engaging community stakeholders in order to obtain their feedback on essential City service priorities. Engaging the Community early and often in the process provides constructive feedback before recommendations are made with regard to reductions in essential City services and/or specific revenue enhancement options. In addition, City staff has developed a strategy as to how to conduct public outreach, polling, education workshops, community meetings, informational activities, web and social media communications, etc.

One of the critical items in this process is to obtain ongoing direct feedback from registered voters, which included designing and conducting an updated statistically reliable community survey based on the most current financial information the City has available. The process of proactively engaging the Community through community meetings along with an updated formal registered voter survey is essential in order to gauge the residents' priorities, before making any final specific formal recommendations for reductions to City services or proposing revenue enhancement options to address the budget challenges.

RECOMMENDATIONS

1. Appropriate \$25,500 from undesignated General Fund reserves and apply to the 2019-20 City Manager department budget; and,
2. Authorize the City Manager to enter into a Professional Services Agreement (PSA) with FM3 Research in the amount not to exceed of \$25,500 for public outreach

survey and research related to the City's continuing Fiscal Sustainability process; and,

3. Other related action as Council deems appropriate.

DISCUSSION

Last year the City engaged FM3 Research to perform a community survey of registered voters allowing the City to gain a greater understanding of the community's priorities, needs and desires. The Los Alamitos Community Voter Satisfaction Survey employed a methodology that provided the City with a statistically reliable understanding of its residents' (**most likely to vote**) satisfaction, priorities, and concerns related to services and facilities provided by the City. The survey was critical for two main research reasons. The first is to use the survey as a community needs assessment and performance measurement tool. That is, the survey is an opportunity to identify residents' needs and priorities, measure how well the City is performing in meeting those needs through existing services and facilities, and gather data on a variety of quality of life issues.

The results of the survey have provided City Council and staff with information that can be now used to make sound, strategic decisions in a variety of areas including services improvements and enhancements, measuring and tracking internal performance, budgeting, policy, planning, and further community engagement opportunities.

The overall results of the registered voter survey were presented by FM3 during the January 14, 2020 City Council Workshop. In summary, the survey results show there is strong support to maintaining current service levels and for a local one-cent sales tax adjustment, while maintaining local control of public safety and other city services at 72% to 76% supporting a measure on the ballot in November. The survey represents support for a sales tax increase, which exceed all other identified taxing options. The survey also showed that over two-thirds of registered voters in the recent survey stated the following were extremely or very important:

- Maintaining 911 response time, police patrols of local neighborhoods, parks and recreation areas
- Maintaining the long-term financial stability of the City
- Maintaining youth and afterschool programs
- Retaining and attracting qualified police officers & preventing reductions to the number of police officers in the City
- Keeping public areas safe and clean
- Maintaining streets and improving traffic flow

Council asked staff at the January meeting about the feasibility of getting feedback on a one-half percent sales tax measure which would address the long term budget deficit

gaps (\$3.7M in 2031-32 and 2032-33) and fund some of the identified essential Capital Improvement Projects (approx. \$60M). A second reason for focusing on the one-half percent sales tax is that with voter approval it would direct the tax locally to Los Alamitos. Under current state law the maximum additional sales tax that can be approved by the voters is 2%. Currently Orange County has Measure M (County Transportation) which is utilizing half percent of the 2%.

FM3 has submitted a proposal to perform an updated tracking survey based on the Councils and staffs direction. Since FM3 has already performed prior surveys in the community they are able to update the survey and to also track past and new responses to the survey. FM3 is also including in this survey a new option to use text messaging, in addition to phone and email notices used in the last survey with the goal to reach 250 registered voters. If the contract is approved, staff along with FM3 would take the latter part of March and beginning of April to commence a proactive update public outreach program and voter polling to gauge the Community's priorities related to city services and programs and revenue enhancement support. Once the consultant completes the registered voter survey they will report back to the City Council the results of the public's opinions as to what actions to City may take in light of the results of the survey at a April City Council meeting.

FISCAL IMPACT

The City would need to appropriate funds for these services in the from the undesignated fund balance of the General Fund. Approval of the recommended action authorizes a not-to exceed expenditure of \$25,500 in order to engage Los Alamitos residents in a statistically reliable community survey for the purpose of assessing the community priorities related to the projected structural budget deficit and the development of a long range Fiscal Sustainability plan by city staff members.

Staff is recommending City Council award an agreement to FM3 Research for the service of performing an updated community survey allowing the City to gain a further understanding of the community's priorities, needs and desires based on current information.

Prepared by: David D. Cain, Fiscal Sustainability Manager
Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

*Attachments: 1. Agreement for Services between the City and FM3 Research
2. Proposal Dated February 19, 2020*

Attachment will be submitted under separate cover

PROFESSIONAL SERVICES AGREEMENT FM3 Research

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 16th day of March 2020 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and FM3 Research, a S Corporation, Chartered in California, (“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 Opinion Research and Community Survey (“Project”).

B. Firm has submitted to City a written proposal, dated February 19, 2020, to provide updated Opinion Research and Community Survey 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 Public Opinion Research Proposal, dated February 19, 2020, 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, sub consultants 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 (2rd) 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 Scope of Services in an amount not to exceed twenty-five thousand five hundred dollars (\$25,500). 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. FM3 will complete a community survey of up to 250 registered voters and provide a report to staff and city council by no later than April 30, 2020. 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 3 months, ending on June 20, 2020, 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 Fairbank, Partner. 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 sub consultants 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 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 – FM3 Research.

To City:

Chad Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
ljohnson@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:

FM3 Research
John Fairbank, Partner
12100 Wilshire Blvd. Suite 350
Los Angeles, CA 90025
john@FM3research.com
310-828-1183

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: _____
Chet Simmons
City Manager

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

FM3 Research

By: _____
John Fairbank
Partner

EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: February 19, 2020



TO David Cain
City of Los Alamitos

FROM John Fairbank and Adam Sonenshein
FM3 Research

RE: Cost Estimate for Tracking Survey

DATE February 19, 2020

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is happy to submit this scope of work and cost proposal to continue our work for the City of Los Alamitos by conducting a tracking survey on a potential local revenue ballot measure. The specifications of the proposed tracking survey are similar to those of the baseline survey conducted for the City with two exceptions:

- As there are fewer issues to test in the tracking survey, the estimated length of the questionnaire will be 15 minutes instead of the full 20 minutes for the baseline.
- To increase the likelihood of residents taking the survey, FM3 will contact potential survey respondents by text message inviting them to take the survey online (in addition to phone and email contacts).

The proposed specifications and costs of the research are below.

PROPOSED RESEARCH SPECIFICATIONS AND ESTIMATED COSTS

Research Methodology	Dual-mode voter survey
Data Collection Mode	Telephone and online interviews
Respondent Contact Method	Telephone calls, Email invitations and text messages
Sample	200-300 November 2020 likely voters in the City of Los Alamitos
Margin of Sampling Error	±6.9 percent in 95 out of 100 cases for a sample of 200 interviews ±6.2 percent in 95 out of 100 cases for a sample of 250 interviews ±5.7 percent in 95 out of 100 cases for a sample of 300 interviews

Questionnaire	15-minute survey, featuring approximately 20-40 questions (including battery question items and demographic questions)
Language	Telephone interviews will be conducted in English and Spanish. Online interviews in English only.
Deliverables	Following the completion of the survey, we will provide: • A questionnaire with the topline results of the survey for easy reference • A complete set of crosstabs in an easy-to-read, comprehensive format • Verbatim responses to any open-ended questions • A complete analysis of survey results in PowerPoint • A presentation of the survey results FM3 will also be available for ongoing consultation and any further analysis of the research.
Cost	Figure 2 contains the total estimated costs for this research. These prices are comprehensive, and include all costs for questionnaire design, Spanish translation, sample acquisition, programming, email invitations, survey hosting, bilingual telephone interviewing, data entry and analysis, and reporting.

Figure 1: City of Los Alamitos Dual Mode Bilingual Voter Survey Costs

Survey Length	200 Interviews	250 Interviews	300 Interviews
15 minutes	\$23,850	\$25,500	\$26,750

We would welcome the opportunity to continue to work with the City. If you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration and you may reach us as follows:

John Fairbank
 Fairbank, Maslin, Maullin, Metz & Associates (FM3)
 12100 Wilshire Boulevard, Suite 350
 Los Angeles, CA 90025
 (310) 828-1183 (Office)
 (310) 463-2230 (Cell)
John@FM3Research.com

Adam Sonenshein
 Fairbank, Maslin, Maullin, Metz & Associates (FM3)
 12100 Wilshire Boulevard, Suite 350
 Los Angeles, CA 90025
 (310) 828-1183 (Office)
 (310) 569-3653 (Cell)
Adam@FM3Research.com