

1. Agenda

Documents:

[04-20-20-CITY-COUNCIL-REGULAR-AGENDA.PDF](#)

2. Meeting Materials

Documents:

[ADJOURNMENT-NOITCE-5-4-20.PDF](#)

[GF-FINANCIAL-FORECAST-2019-20-CC-4.20.20.PDF](#)

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

CITY COUNCIL AGENDA
REGULAR MEETING

April 20, 2020 – 6:00 p.m.

SAFETY ALERT –NOTICE REGARDING COVID-19

Due to COVID-19, the City of Los Alamitos City Council Regular Meeting on April 20, 2020 will be conducted by videoconference pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20. The public may access the meeting electronically or telephonically.

Pursuant to Executive Orders and given the current health concerns, **members of the public may not attend the meeting in person.** Members of the public can access the meeting by phone by dialing +1 (301) 715-8592 and enter the Meeting ID: 910-2104-0508. Your microphone will be disabled upon entry for the duration of the meeting.

The public can submit comments to cityclerk@cityoflosalamitos.org with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM." Comments **received by 4:00 p.m.** will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting but the official record will include all email comments received until the close of the meeting.

Members of the public wishing to verbally deliver comments via the telephone conference can submit their requests to cityclerk@cityoflosalamitos.org **until the close of the public comment period.** The City Clerk will compile a list of speakers who have indicated a desire to speak. Before the close of the meeting, the City Clerk will announce each speaker, enable the speaker's microphone, and begin the three minute timer. The speaker's microphone will automatically be disabled at the end of three minutes.

All speakers shall observe civility, decorum and good behavior. Any item submitted to the Budget Standing Committee during the meeting shall become public record and subject to applicable disclosure laws.

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 online at www.cityoflosalamitos.org.

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.

1. CALL TO ORDER

2. ROLL CALL

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

3. INVOCATION

Council Member Doby will give the Invocation.

5. ORAL COMMUNICATIONS

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6. 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.

7. ITEMS FROM THE CITY MANAGER

8. WARRANTS

Ratify the Warrants for April 20, 2020 in the amount of \$1,549,27.93 and authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of April 21, 2020 to May 17, 2020.

ROLL CALL

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

9. **CONSENT CALENDAR**

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

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 Regular Minutes of March 16, 2020 and the Special Minutes of April 4, 2020.

B. Extension of Professional Services Agreement with Clear Channel Inc. (City Clerk)

This item is to consider extending the agreement with Clear Channel Inc., for bus shelters and maintenance services. The current Professional Services Agreement (PSA) will expire on June 6, 2020 and can be extended by mutual agreement up to five times. This is consideration of a fifth extension.

Recommendation: Authorize the Mayor to execute Amendment No. 5 of the PSA with Clear Channel, Inc., for bus shelters and maintenance services.

C. Award of Plans and Specifications for Arterial Street Sign Replacement Project (CIP No. 19/20-04) (Development Services)

This report recommends awarding of a bid to Crosstown Electrical & Data for the construction of the Arterial Street Sign Replacement Project (CIP No. 19/20-04).

Recommendations:

1. Award a bid for the Arterial Street Sign Replacement Project (CIP No. 19/20-04) in the amount of \$23,725.00 to Crosstown Electrical & Data and,
2. Authorize the Mayor to execute the contract with Crosstown Electrical & Data for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 5% or \$1,275.00.

D. Resolution 2020-08 – Approving the Fiscal Year 2020-21 Project List for SB1 Funds in the Estimated Amount of \$210,000 toward the Suburbia Neighborhood Street Rehabilitation (Finance)

To be eligible for State funding, the City must submit a proposed project list to the California Transportation Commission. Staff recommends the use of the SB1 funding to supplement funding for road improvements for a portion of the Suburbia Neighborhood Street Rehabilitation project.

Recommendations:

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopt Resolution No. 2020-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TOWARDS THE SUBURBIA NEIGHBORHOOD STREET REHABILITATION."

E. Auditing Services – Professional Services Agreement with David L. Gruber and Associates, Inc. (Finance)

This report seeks consideration of a Professional Services Agreement with David L. Gruber and Associates, Inc. for auditing services.

Recommendation: Authorize the Mayor to enter into a Professional Services Agreement (PSA) with David L. Gruber and Associates, Inc., in the amount not to exceed \$69,640 for auditing services for a three year contract for FY2019-20, FY2020-21, and FY2021-22.

10. DISCUSSION ITEM

A. General Fund Projection for Fiscal Year 2019-20 (Finance)

This report provides a General Fund projection and financial update for the Fiscal Year 2019-20.

Recommendation: Review the General Fund projection and financial update for the Fiscal Year 2019-20.

ROLL CALL

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

11. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the Los Alamitos City Hall, 3191 Katella Ave. and online at www.cityoflosalamitos.org not less than 72 hours prior to the meeting.



Windmera Quintanar, MMC, City Clerk
Dated: April 17, 2020

CITY OF LOS ALAMITOS

A/P Warrants

APRIL 20, 2020

To Ratify

Pages:

1 - 6	\$	163,760.41	Warrants	03/11/2020
7 - 8	\$	634,375.72	Advance Warrants	03/17/2020
9 - 16	\$	168,687.49	Warrants	03/25/2020
17 - 25	\$	83,073.75	Warrants	04/08/2020
	\$	9,170.26	March Retirees	03/02/2020
	\$	141,978.59	Payroll	03/20/2020
	\$	140,409.06	Benefits & Withholdings	03/20/2020
	\$	134,270.08	Payroll	04/03/2020
	\$	73,702.57	Benefits & Withholdings	04/03/2020

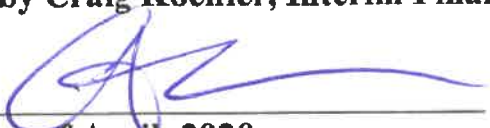
Grand Total \$ 1,549,427.93

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 April 21, 2020 to May 17, 2020.

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 9th day of April, 2020

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	ED PITTS:REFUND	90.92
			LONG BEACH TABLE TENNIS:RE	84.00
			CATHERINE ANTIPORDA:REFUND	50.00
			GIL MORALES:REFUND	100.00
			NEOKLIS ZAMVAKELLIS:REFUND	867.50
			BAND FOR SENIOR PROM 2020	1,000.00
			TOTAL:	2,192.42
CITY COUNCIL	GENERAL FUND	COMMUNITY MEDIA CORP. PRINTMASTERS	PUBLIC NOTICE ADOPT OR 202	225.00
			CITY BANNER 60TH ANNIVERSA	377.13
			TOTAL:	602.13
CITY MANAGER	GENERAL FUND	MISC. VENDOR	CHESTER SIMMONS:REFUND	1,239.70
		TIME WARNER CABLE	FIBER INTERNET	684.00
		VERIZON WIRELESS	VERIZON WIRELESS	81.27
			TOTAL:	2,004.97
ADMINISTRATIVE SERVICE	GENERAL FUND	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER- ADMIN SVCS	268.78
			COPIER-CITY HALL	203.17
		SCIENTIA CONSULTING GROUP, INC.	IT SERVICES -MARCH 2020	5,871.00
			EXTRA HOURS- FEB 2020	831.25
		DISCOVERY BENEFITS, INC.	FLEX ADMIN SERVICES-FEB 202	72.00
			TOTAL:	7,246.20
POLICE ADMINISTRATION	GENERAL FUND	LOS ALAMITOS POLICE ASSOCIATION COP WARE, INC.	NON-SWORN BADGE REIMBURSEM	973.71
			APRIL 2020-MARCH 2021 SITE	615.00
			TOTAL:	1,588.71
PATROL	GENERAL FUND	ROSSMOOR CAR WASH SIR SPEEDY	CAR WASH: RODRIGUEZ	15.01
			CASE FILING JACKETS PD TAX	12.79
			BYERLY: BUSINESS CARDS	48.49
		VERIZON WIRELESS	VERIZON WIRELESS	0.16
			MDC LAPTOP 3205	40.01
			TOTAL:	116.46
INVESTIGATION	GENERAL FUND	V & V MANUFACTURING, INC. VERIZON WIRELESS	CHANGE RANK RIBBON & REFIN	80.06
			FREEDON TESTING 5283	17.20-
			TOTAL:	62.86
COMMUNICATIONS TECHNOL	GENERAL FUND	TIME WARNER CABLE PACIFIC TELEMANAGEMENT SERVICES COUNTY OF ORANGE TREASURER-TAX	CITY HALL PHONE	465.06
			POLICE PAY PHONE- MARCH 20	43.00
			OCATS: FEBRUARY 2020	817.00
			TOTAL:	1,325.06
TRAFFIC	GENERAL FUND	REDFLEX TRAFFIC SYSTEMS, INC. TYLER TECHNOLOGIES ALL CITY MANAGEMENT SERVICES	JAN 2020: AT&T INTERSECTIO	9,687.05
			BRAZOS SETUP & CONFIGURATI	100.00
			CROSSING GUARD 133 HRS@\$20	2,763.74
			TOTAL:	12,550.79
COMMUNITY DEVEL ADMIN	GENERAL FUND	SIR SPEEDY	BUILDING & SAFETY INSPECTI	259.01
			TOTAL:	259.01
PLANNING	GENERAL FUND	COMMUNITY MEDIA CORP. MATRIX IMAGING PRODUCTS, INC.	PUBLIC NOTICE-SDP 20-01	95.00
			BUILDING PLANS- TICKET #10	4,076.08
			BUILDING PLANS-TICKET #102	2,579.80
			BUILDING PLANS-TICKET # 10	3,504.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NEIGHBORHOOD PRESERVAT	GENERAL FUND	VERIZON WIRELESS	TOTAL:	10,255.16
			VERIZON WIRELESS	30.02
			TOTAL:	30.02
BUILDING INSPECTION	GENERAL FUND	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES-BUILDING	49.93
			TOTAL:	49.93
PUBLIC WORKS ADMIN	GENERAL FUND	LOS ALTOS TROPHY	NAME BADGE- BRUCE MURPHY	11.26
			TOTAL:	11.26
STREET MAINTENANCE	GENERAL FUND	UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES (	51.25
			LSA01 NEW TICKET CHARGES	16.29
		GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	257.95
		SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	235.18
		FRONTIER COMMUNICATIONS	TRAFFIC SIGNAL	122.33
		VERIZON WIRELESS	VERIZON WIRELESS	268.70
		AMERICAN RENTALS	STUMP GRINDER RENTAL/ BALL	538.88
		COMPUTER SERVICE CO.	SIGNAL REPAIR-KATELLA & NO	303.70
			SIGNAL REPAIR-LOSAL & BRAD	283.25
			SIGNAL REPAIR-LOSAL & FARQ	274.89
			SINGLA REPAIR-LOSAL & ROOS	167.80
			SIGNAL REPAIR-KATELLA & CH	295.96
			SIGNAL REPAIR-CERRITOS & L	89.48
			SIGNAL REPAIR-CERRITOS & L	226.04
			SIGNAL REPAIR-LOSAL & SAUS	237.20
			SIGNAL REPAIR-KATELLA & WI	234.00
			SIGNAL REPAIR-LOSAL & BRAD	106.83
			SIGNAL REPAIR-BLOOMFIELD/C	226.30
		STATEWIDE TRAFFIC SAFETY & SIGNS, INC.	12' U-CHANNEL SIGN POSTS	377.45
			TOTAL:	4,313.48
PARK MAINTENANCE	GENERAL FUND	ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL- DEC 2019	530.00
		JHM SUPPLY, INC.	SOLAR ACUTOR FOR IRRIGATIO	75.27
		GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	131.14
		HARRY'S PLUMBING AND DRAINS, INC.	SEWER DRAIN CLEANING-LAURE	110.00
		SITEONE LANDSCAPE SUPPLY HOLDING, LLC	TREE LODGE POLES	53.23
		SOUTHERN CALIFORNIA EDISON	MULCH FOR LOS ALAMITOS MUS	34.91
			SOUTHERN CALIFORNIA EDISON	17.06
			SOUTHERN CALIFORNIA EDISON	115.48
		PENINSULA SEPTIC SERVICE, INC.	PUPM SEPTIC-LITTLE COTTONW	475.00
		ECOFERT, INC.	FERTIGATION SERVICE FEB 20	1,587.50
		GREENTECH LANDSCAPE, INC.	CONTRACT MOWING	6,368.54
			TOTAL:	9,498.13
BUILDING MAINTENANCE	GENERAL FUND	SPARKLETT'S DRINKING WATER	WATER	345.08
		FIRE SERVICE CORP.	FIRE ALARM SYSTEM- ANNUAL	550.00
		GUARANTEED AIR	A/C-HEATER REPLACEMENT	11,580.00
			TOTAL:	12,475.08
RECREATION ADMINISTRA	GENERAL FUND	CANON FINANCIAL SERVICES, INC.	COPIER LEASE	1,677.14
			TOTAL:	1,677.14
SPORTS	GENERAL FUND	ANDERSON ELECTRICAL & LIGHTING SERVICE	OAK FIELD ELECTRICAL MAINT	1,294.50
		1ST STRING, INC.	ADULT SOCCER CHAMPION- SHI	182.10
		LARRY YEE	ADULT SOCCER REFEREE FEES	184.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MUSCO SPORTS LIGHTING, LLC	ANNUAL FEE LIGHTING SYSTEM	475.00
			ANNUAL FEE LIGHTING SYSTEM	475.00
		MANHATTAN STITCHING COMPANY, INC.	EXTRA STAFF POLOS	193.95
		JARED E. LLOYD	HCE DROP IN 1/14/20	112.00
			HCE DROP IN 1/16/20	48.00
			HCE DROP IN 1/23/20	80.00
			HCE DROP IN 1/28/20	128.00
			HCE DROP IN 11/05/19	32.00
			HCE DROP IN 1/21/20	80.00
			HCE DROP IN 1/19/20	96.00
			HCE DROP IN 1/30/20	48.00
			HCE DROP IN 2/04/20	80.00
			HCE DROP IN 2/06/20	64.00
			HCE DROP IN 2/11/20	112.00
			HCE DROP IN 2/13/20	80.00
			HCE DROP IN 2/18/20	80.00
			HCE DROP IN 2/23/20	32.00
			HCE DROP IN 2/20/20	64.00
			HCE DROP IN 2/25/20	160.00
			HCE DROP IN 2/27/20	96.00
			HCE CLINICS FEB 2020	448.00
			CLINICS JAN 2020	320.00
			TOTAL:	4,964.55
SPECIAL CLASSES	GENERAL FUND	DOG DEALERS, INC.	DOG OBEDIENCE	72.00
			DOG MANNERS	192.00
		JACK GRISWOLD	FIRST AID	54.60
			CPR FOR ADULTS, CHILD, INF	75.40
		SUZANNE ROADY-ROSS	T'AI CHI CHIH BEGINNING	34.45
			INTERMEDIATE T'AI CHI CHIH	166.40
		YING LIU	POTRAIT WORKSHOP 1/18/20	39.00
			POTRAIT WORKSHOP 1/25/20	91.00
			POTRAIT WORKSHOP	78.00
			POTRAIT WORKSHOP 2/08/20	78.00
			POTRAIT WORKSHOP 2/29/20	104.00
		CARRI FOX	LINE DANCE DROP IN 1/15/20	14.00
			LINE DANCE DROP IN 1/22/20	14.00
			LINE DANCE DROP IN 1/29/20	14.00
			LINE DANCE DROP IN 2/05/20	25.20
			LINE DANCE DROP IN 2/12/20	25.20
			LINE DANCE DROP IN 2/19/20	14.00
			LINE DANCE DROP IN 2/26/20	14.00
		DIANA C. PEREZ	SHAPING IT UP ABC'S	245.70
			LEARN & GROW PLAYGROUP	122.85
		KLIMCZAK GROUP	MUSIC AND MOVEMENT FOR CHI	102.05
			MUSIC AND MOVEMENT FOR CHI	204.10
		DIAGOGY, LLC	YOUTH ART INNOVATORS-L.DUF	55.25
		HB PILATES & FITNESS, INC.	MAT PILATES 1/06/20	10.40
			MAT PILATES	115.05
		KEVIN GARRETT	KEVIN GARRETT	128.70
			TENNIS YOUTH BEGINNING WED	179.40
			TENNIS YOUTH INTERMED. THU	304.20
			PEE WEE SAT	267.15
			YOUTH BEGINNING SAT	220.35
			YOUTH INTERMEDIATE SAT	349.05
		LAURELINDA HAUSSON	WEEKEND MUSIC & MOVEMENT	216.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
		MICHELE M. WILKOSZ	ADVANC. GUITAR 1/27/20	15.60	
			ADVANC. GUITAR 2/03/20	17.55	
			ADVANC. GUITAR 2/10/20	17.55	
			ADVANC. GUITAR 2/24/20	15.60	
		CHERYL J. SCHNITZER	LINE DANCE DROP IN 1/27/20	58.50	
			LINE DANCE DROP IN 2/03/20	84.50	
			LINE DANCE DROP IN 1/06/20	78.00	
			LINE DANCE DROP IN 2/10/20	52.00	
			LINE DANCE DROP IN 2/17/20	71.50	
			LINE DANCE DROP IN 2/24/20	65.00	
			LINE DANCE DROP IN 3/02/20	65.00	
			INTRODUCTORY FENCING	94.90	
		CLINTON KERSHAW	POWER TAE FITNESS	102.40	
			MARTIAL ARTS CLASS	156.00	
			MARTIAL ARTS CLASS	60.80	
			TOTAL:	4,580.85	
		MISC. VENDOR	ERIKA HALBERG:REFUND	134.60	
			JACK NUNN:REFUND	85.00	
			ANGEL HULING: REFUND	132.56	
			ANDY WARD:REFUND	82.93	
			JIM SCHMITT:REFUND	82.93	
			VINCENT ROJAS:REFUND	93.72	
			RYAN CONGER:REFUND	80.00	
			CHELSEA E. VANCOTT:REFUND	85.00	
			PERLA BELL:REFUND	85.00	
			WILLIAM WICKETT: REFUND	93.72	
			SIMEON GILMER:REFUND	85.00	
			MICHAEL PURTILL:REFUND	93.72	
			DUANE SUMMERS:REFUND	109.90	
			JOHN GOMEZ:REFUND	85.00	
			NANI LUCULESCU:REFUND	99.11	
			AARON WHEELER:REFUND	100.00	
			DAVID BASOK:REFUND	109.90	
			CODY BARRETT:REFUND	93.72	
			ONDRYA LEAVITT:REFUND	93.72	
			MARIO PARRA:REFUND	93.72	
			BROOKE AMBROSE:REFUND	109.90	
			CORCORAN ANNE DOWNEY:REFUN	93.72	
			JOHN FARRELL: REFUND	109.90	
	PRINTMASTERS	ROTB BANNERS	1,104.44		
		ACTIVE.COM SOCIAL MEDIA MA	1,123.19		
		ACTIVE.COM SOCIAL MEDIA MA	1,123.19		
		RACE MGMT SERVICES	10,000.00		
	INTERNATIONAL CITY RACING, INC.	ROTB TRAINING	10,558.00		
		ROTB REIMBURSEMENTS	2,672.52		
		EQUIPMENT FOR ROTB	14,088.06		
		ROTB SECURITY	3,140.00		
	GEMINI TIMING LLC	ROTB TRAFFIC & PARKING	4,245.00		
		PORTABLE RESTROOMS ROTB 20	3,574.34		
		ROTB TRUCK RENTAL	967.54		
		ROTB TRUCK RENTAL	1,020.60		
	BIG TOP RENTALS	ROTB FORKLIFT RENTALS	1,366.20		
		ROTB GOLF CART RENTAL	540.42		
		PRIZES FOR WEEKEND ART AWA	1,520.00		
		SPRING CARNIVAL 2020	1,250.00		
	24/7 EVENT SERVICES, INC.				
	EAGLE PORTABLES, INC.				
	PDQ ENTERPRISES, INC.				
		MILIND INC.			
		ANZA FROESCH			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	ARMED FORCES RESERVE CENTER	AQUATIC CENTER FOR ROTB	2,833.00
		POWERTRIP RENTALS, LLC	LIGHT TOWER FOR ROTB	1,671.76
		TOBIAS IBARRA	WEEKEND OF ART	800.00
			TOTAL:	65,831.03
CAPITAL PROJECTS	GAS TAX	PRIMARY & MULTI-SPECIALTY CLINICS	PRIMARY & MULTI-SPECIALTY	1,440.00
			TOTAL:	1,440.00
GARAGE	GARAGE FUND	SUPERIOR PAVEMENT MARKINGS, INC.	INSTALL RIGHT TURN LANE-PW	1,347.00
			TOTAL:	1,347.00
		DANIELS TIRE SERVICE	TIRES	1,091.48
		SONSRAY MACHINERY	BACKHOE REPAIR	630.45
ADMINISTRATIVE SERVICE TECHNOLOGY REPLACE SCIENTIA CONSULTING GROUP, INC.		SOCAL AUTO & TRUCK PARTS INC.	HUB NUT FOR MOWER	8.05
			HEAD LIGHTS & OIL FOR PD	132.84
			TOTAL:	1,862.82
INSURANCE	SELF INSURANCE TRU PACIFIC SECURED EQUITIES, INC.	BACKUP SERVER- FEB 2020	BACKUP SERVER- FEB 2020	97.50
		CLOUD BACKUP - FEB 2020	CLOUD BACKUP - FEB 2020	33.00
		BACKUP CLOUD STORAGE- FEB	BACKUP CLOUD STORAGE- FEB	720.00
		NEW COMPUTERS	NEW COMPUTERS	15,503.09
			TOTAL:	16,353.59
INSURANCE		WC TPA SERVICES- MARCH 202	WC TPA SERVICES- MARCH 202	1,121.76
			TOTAL:	1,121.76

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===== FUND TOTALS =====
10 GENERAL FUND          143,075.24
20 GAS TAX                1,347.00
50 GARAGE FUND           1,862.82
53 TECHNOLOGY REPLACEMENT 16,353.59
54 SELF INSURANCE TRUST   1,121.76
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GRAND TOTAL:           163,760.41
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SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 3/11/2020 THRU 3/11/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 03/11/20
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

DEPARTMENT	FUND	VENUE NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	HARDY & HARPER	RETENTION	3,046.55-
			RETENTION	9,910.40-
			RETENTION	3,298.36-
			RETENTION	9,992.43-
			RETENTION	2,205.65-
			RETENTION	1,418.29-
			TOTAL:	29,871.68-
CAPITAL PROJECTS	GAS TAX	HARDY & HARPER	PROGRESS PAYMENT #1	60,931.00
			GAS TAX RMRA (SB-1) FUNDS	198,208.00
			GAS TAX RMRA (SB-1) FUNDS	199,848.63
			TOTAL:	458,987.63
CAPITAL PROJECTS	MEASURE M	HARDY & HARPER	MEASURE M	65,967.12
			MEASURE M	44,113.82
			TOTAL:	110,080.14
NON-DEPARTMENTAL	LAUREL PARK DEBT S THE BANK OF NEW YORK MELLON TRUST CO.		THE BANK OF NEW YORK MELLO	66,813.79
			TOTAL:	66,813.79
CAPITAL PROJECTS	PARK DEVELOPMENT	HARDY & HARPER	PARK DEVELOPMENT	28,365.84
			TOTAL:	28,365.84

===== FUND TOTALS =====		
10	GENERAL FUND	29,871.68CR
20	GAS TAX	458,987.63
26	MEASURE M	110,080.14
31	LAUREL PARK DEBT SERVICE	66,813.79
40	PARK DEVELOPMENT	28,365.84
-----		-----
	GRAND TOTAL:	634,375.72
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SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 3/17/2020 THRU 3/17/2020

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 03/17/20
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: NO

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	JULIE DUBAY	
		MARIA MALDONADO	JULIE DUBAY: REFUND	13.00
			MARIA MALDONADO: REFUND	150.00
			COAST PARTY RENTALS	52.19
			SENIOR CLUB VOLUNTEER LUNC	34.70
			SENIOR CLUB VOLUNTEER LUNC	208.66
			SENIOR CLUB VOLUNTEER LUNC	37.44
			DINE IN AND DOUGH HOUSE: CH	233.27
			DINE IN AND DOUGH HOUSE: D	166.18
			DINE IN AND DOUGH: CHICK FI	209.94
			LOS AL SENIOR CLUB DONATIO	274.04
			DINE IN AND DOUGH: FLAME BR	107.75
			DINE IN AND DOUGH: AMECI P	177.63
			DINE IN AND DOUGH: SUPPLIE	68.93
			DINE IN AND DOUGH: SUPPLIES	11.98
			DINE IN AND DIOUGH: PAUL'S	103.44
			DINE IN AND DIOUGH: SUPPLI	135.70
			DINE IN AND DOUGH: EL POLL	140.03
			DINE IN AND DOUGH: REFUND	140.03
			DINE IN AND DOUGH: EL POLL	24.76
			DINE IN AND DOUGH HOUSE SU	101.90
			DINE IN AND DOUGH: SUPPLIE	25.00
			DINE IN AND DOUGH: SUPPLIE	29.19
			DINE IN AND DOUGH: SUPPLIE	13.82
			DINE IN AND DOUGH: PANDA E	159.86
			DINE IN AND DOUGH: EL POLL	76.47
			DINE IN AND DOUGH: SUPPLIE	94.81
			DINE IN AND DOUGH: SUPPLIE	49.55
			NPDES BUSINESS INSPEC-FEB	552.00
			NPDES BUSINESS INSPEC-FEB	552.00
			TOTAL:	3,804.24
CITY COUNCIL	GENERAL FUND	U.S. BANK	STATE OF THE CITY RIBBONS	414.34
			60TH ANNIVERSARY TRAVEL MU	1,357.99
			COUNCIL MEAL 1/21/20	141.06
			OCFA AWARDS DINNER (DOBY)	55.00
			CHAMBER BREAKFAST (MURPHY)	25.00
			OCFA AWARDS DINNER-HASSELE	55.00
			COUNCIL PHOTO PRINT (DOBY)	5.79
			CHAMBER BREAKFAST (DOBY)	25.00
			NIGHT IN OLD HAVANA (DOBY)	125.00
			COUNCIL PHOTO RETAKEN (DOB	12.90
			AMERICANA AWARDS	1,000.00
			NIGHT IN OLD HAVANA (DOBY	100.00
			AMERICANA AWARDS (CHIRCO &	500.00
			STAFF POLO'S FOR 60TH ANNI	2,383.87
			MANAGEMENT SVCS-FEB 2020	416.67
			MANAGEMENT SVCS- MARCH 202	416.67
			TOTAL:	7,034.29
CITY MANAGER	GENERAL FUND	VERIZON WIRELESS	CITY MANAGER	81.27
		U.S. BANK	MONTHLY ILLUSTRATOR MEMBER	33.99
			SNACKS-HARASSMENT TRAINING	17.98
			STATE OF THE CITY RIBBONS	250.00
			OC REGISTER MONTHLY SUBSCR	10.00
			POLLY'S PIES-TRAINING SNAC	18.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATIVE SERVICE GENERAL FUND		OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	9.69
			OFFICE SUPPLIES	21.31
			TOTAL:	443.22
ADMINISTRATIVE SERVICE GENERAL FUND		U.S. BANK	OFFICE SUPPLIES-FOLDERS	26.91
			OFFICE SUPPLIES	31.04
			OFFICE SUPPLIES- ENVELOPES	41.78
			OFFICE SUPPLIES- KEYBOARD	40.98
			STAFF LUNCHEON: FA FIRST D	65.12
			KITCHEN SUPPLIES	23.16
			KITCHEN SUPPLIES	17.99
			KITCHEN SUPPLIES	44.96
			KITCHEN SUPPLIES	44.96
			OFFICE SUPPLIES-FINANCE DE	82.40
			TOTAL:	419.30
CITY ATTORNEY	GENERAL FUND	WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY FEB. 2020	5,300.00
			LITIGATION SVCS	3,180.00
			PROSECUTOR SVCS	3,802.50
			TOTAL:	12,282.50
LOS ALAMITOS TV	GENERAL FUND	OUR LOS AL	MANAGEMENT SVCS-FEB 2020	833.33
			MANAGEMENT SVCS- MARCH 202	833.33
			TOTAL:	1,666.66
POLICE ADMINISTRATION GENERAL FUND		KONICA MINOLTA BUSINESS SOLUTIONS ROSSMOOR/LOS AL AREA SEWER U.S. BANK	PD COPIER LEASE	187.13
			APRIL/MAY/JUNE 2020	1,500.00
			STATE OF THE CITY RIBBONS	250.00
			FLIGHT FOR CSSA BOARD DIR.	136.97
			SOUTHWEST EARLY CHECK-IN	15.00
			SOUTHWEST EARLY CHECK-IN	15.00
			CHIEF'S FALEO-LA MEMBER DU	40.00
			OFFICER INVOLVED SHOOTING	85.00
			MEDIA CLASS	295.00
			2-DAY PEER SUPPORT CLASS-K	225.00
			2-DAY PEER SUPPORT CLASS-D	225.00
			RECORDS CLERK COURSE	525.00
			CONTRACT SERVICES: FEB 202	750.00
			TOTAL:	4,249.10
PATROL	GENERAL FUND	ADAMSON POLICE PRODUCTS GALLS / QUARTERMASTER VERIZON WIRELESS U.S. BANK	30 MINUTE HWY FLARES	1,163.05
			BYERLEY:2 MENSTWILL PDU PA	121.25
			GALLS / QUARTERMASTER	61.73
			POLICE 4 GLTE SIM	38.01
			PD JETBACK	38.01
			4 GLT, 7 AIR CARDS FOR MDC	276.19
			MDC SRO	38.01
			POLICE DEPT	196.30
			WALL CLOCK	17.23
			PASTRIES FOR PD EVENT	33.99
			MANILA ENVELOPES/STYLUS PE	36.06
			SHIPPING BACKGROUND FOLDER	36.75
			KLEENEX & PLANNER	60.32
			STYLUS PENS (10) FOR E-CIT	29.09
			COFFEE FOR COMMAND POST	21.10
			CUT-RATE BATTERIES FOR E-C	132.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
INVESTIGATION	GENERAL FUND	VERIZON WIRELESS WEST PUBLISHING CORPORATION	SCREEN PROTECTORS FOR E-CI PAPER MATE PENS KITCHEN SUPPLIES PRINTER TONER CARTRIDGES PRINTER TONER CARTRIDGES TOTAL:	66.84 15.80 35.52 129.89 129.89 2,677.03
RECORDS	GENERAL FUND	U.S. BANK	4 GLT- 2 AIR CARDS DETECTI DETECTIVES: FEB 2020 TOTAL:	76.02 255.73 331.75
COMMUNICATIONS TECHNOLOG	GENERAL FUND	TIME WARNER CABLE COUNTY OF ORANGE TREASURER-TAX	PRINTER TONER CARTRIDGES TOTAL:	117.61 117.61
TRAFFIC	GENERAL FUND	ALL CITY MANAGEMENT SERVICES	CABLE SERVICE 3/2/20-4/1/2 OC AUTOMATED FINGERPRINT S TOTAL:	130.56 560.00 690.56
COMMUNITY DEVELOPMENT	GENERAL FUND	CHARLES ABBOTT ASSOCIATES, INC.	CROSSING GDS 245 HRS @\$20. TOTAL:	5,091.10 5,091.10
NEIGHBORHOOD PRESERVATION	GENERAL FUND	DATA TICKET, INC. VERIZON WIRELESS	PROFESSIONAL SERVICES-FEB TOTAL:	13,510.00 13,510.00
BUILDING INSPECTION	GENERAL FUND	CHARLES ABBOTT ASSOCIATES, INC.	JAN. 20 ONLINE ACCESS TO C COMM DEV TOTAL:	92.00 30.02 122.02
NPDES	GENERAL FUND	CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES-FEB 2 TOTAL:	39,499.54 39,499.54
STREET MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY GOLDEN STATE WATER COMPANY SITEONE LANDSCAPE SUPPLY HOLDING, LLC SOUTHERN CALIFORNIA GAS SOUTHERN CALIFORNIA EDISON VERIZON WIRELESS U.S. BANK COMPUTER SERVICE CO.	NPDES BUSINESS INSPEC-FEB TOTAL:	3,735.00 3,735.00
PARK MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY GOLDEN STATE WATER COMPANY MULTI SERVICE TECHNOLOGY SOLUTIONS, IN SOUTHERN CALIFORNIA EDISON	GRAFFITI SUPPLIES GOLDEN STATE WATER COMPANY BASE MATERIAL 3614 FENLEY DR. TRAFFIC SIGN/ST LIGHT PUBLIC WORKS FLASHERS FOR BARRICADES PROPANE FOR ASPHALT REPAIR SIGNAL REPAIR-CERRITOS & LO SIGNAL REPAIR-LOS AL & FAR SIGNAL REPAIR-BLOOMFIELD & SIGNAL REPAIR-CERRITOS & HU SIGNAL REPAIR-CERRITOS & H SIGNAL REPAIR CERRITOS & LO TOTAL:	110.98 1,084.74 31.67 14.79 14,863.66 257.56 942.63 26.96 117.00 107.00 526.50 292.50 117.00 234.00 18,726.99
			WOOD STAIN FOR REPAIR-LAUR DRAIN REPAIR- COTTONWOOD P GOLDEN STATE WATER COMPANY 19/20 SAFETY SHOES SAFETY SHOES PARKS	5.92 10.76 214.60 153.11 156.75 301.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		U. S. BANK	McAULIFFE PARK	322.40
			CERTIFICATION EXAM-C.DEATO	200.00
			PART-TIMER UNIFORM	74.48
			PART-TIMER WORK PANTS	40.92
			PLANTS FOR MUSEUM ISLAND	411.08
			INSECTISIDE	12.92
			PLANTS FOR MUSEUM ISLAND	79.12
			TOTAL:	1,983.39
BUILDING MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	LED BULBS/ SUN SAFETY HAT	25.82
			BOX OF AAA BATTERY	29.72
			WOOD FOR MAP TABLE PROJECT	70.78
		GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	516.63
		PAK WEST PAPER & PACKAGING	SUPPLIES-PUBLIC WORKS	1,556.44
		SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE.	289.32
			10911 OAK ST.	313.68
		SOUTHERN CALIFORNIA EDISON	PUMP STATION	26.44
			POLICE STATION	2,434.29
			COMMUNITY CENTER	1,988.09
		U. S. BANK	MUSEUM DOOR LOCK	17.85
			PHONE CHARGER STATION/GLOV	172.89
			BATTERY REPLACEMENT FIRE A	69.39
			REFUND RECHARGEABLE BATTER	140.59
			PRINTER PLUS EXTRA INK	302.75
			KEYS MADE	16.50
			FEBRUARY CAMP SUPPLIES	15.08
			FEBRUARY CAMP SUPPLIES	165.50
			TOTAL:	7,870.58
RECREATION ADMINISTRAT	GENERAL FUND	U. S. BANK	LOS AL CHAMBER BREAKFAST	50.00
			ADOBE CREATIVE CLOUD	599.88
			ARAMARK SERVICES FOR COMM	179.82
			OFFICE SUPPLIES	328.84
			ASCAP RENEWAL	363.00
			OFFICE SUPPLIES	57.11
			STAFF IN SERVICE OFFICE SU	244.94
			SPRING FLIPBOOK REC. BROCH	210.00
			SPRING FLIPBOOK REC. BROCH	210.00
			OFFICE SUPPLIES	20.34
			OFFICE SUPPLIES	157.19
			OFFICE SUPPLIES	115.48
			LOS AL EDUCATION FOUNDAT G	195.00
			MAILCHIMP	269.00
			INTERNAL IN SERVICE SUPPLI	257.50
			APPLE	2.99
			THE YOUTH CENTER GALA	225.00
			INTERNAL IN SERVICE SUPPLI	1,105.17
			OFFICE SUPPLIES	560.70
			INTERNAL IN-SERVICE SPEAKE	500.00
			TOTAL:	5,651.96
		FIVE ELEMENTS CONSULTING GROUP LLC		
COMMUNITY SERVICES	GENERAL FUND	U. S. BANK	DRY CLEANING	98.00
			TOTAL:	98.00
DAY CAMP	GENERAL FUND	U. S. BANK	FEBRUARY CAMP SUPPLIES	76.36
			TOTAL:	76.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SPORTS	GENERAL FUND	U.S. BANK	SONG TEAM SUPPLIES	233.79
			SONG TEAM SUPPLIES	289.08
			SONG TEAM SUPPLIES	9.68
			REFUND FOR SONG TEAM SUPPL	21.00-
			REFUND FOR SONG TEAM SUPPL	51.71-
			YOUTH SPORTS SNACKS	37.26
			PICKLEBALL SUPPLIES	17.22
			JR PEE WEE BASEBALL SUPPLI	43.10
			SONG TEAM SUPPLIES	47.55
			SONG TEAM SUPPLIES	100.66
			SONG TEAM SUPPLIES	279.04-
			PORTABLE RESTROOMS MCAULIF	630.34
			TOTAL:	1,056.93
SPECIAL CLASSES	GENERAL FUND	BARBARA BANNERMAN	EMPOWERING YOGA	328.90
			EMPOWERING YOGA SAT.	107.90
			EMPOWERING YOGA	313.95
			PRESCHOOL SUPPLIES	32.60
		ESTHER G. RANDOLPH	PRESCHOOL SUPPLIES	84.91
			CHAIR YOGA DROP IN 1/15/20	33.80
			CHAIR YOGA DROP IN 1/16/20	25.35
			CHAIR YOGA DROP IN 1/22/20	25.35
			CHAIR YOGA DROP IN 1/23/20	25.35
			CHAIR YOGA DROP IN 1/29/20	16.90
			CHAIR YOGA DROP IN 1/30/20	42.25
			CHAIR YOGA DROP IN 2/05/20	33.80
			CHAIR YOGA DROP IN 2/20/20	33.80
			CHAIR YOGA DROP IN 2/26/20	25.35
			CHAIR YOGA DROP IN 2/19/20	42.25
			CHAIR YOGA DROP IN 2/27/20	16.90
			CHAIR YOGA DROP IN 2/06/20	42.25
		LISA A. LAURITSEN	QIGONG DROP IN 1/16	8.45
			QIGONG DROP IN 1/23/20	25.35
			QIGONG DROP IN 1/30/20	16.90
			QIGONG DROP IN 2/06/20	8.45
			QIGONG DROP IN 2/13/20	25.35
			QIGONG DROP IN 2/20/20	25.35
			QIGONG DROP IN 2/27/20	16.90
			TOTAL:	1,358.36
SPECIAL EVENTS	GENERAL FUND	WORLD TRADE PRINTING COMPANY	MEMORIALCARE STREET BANNER	165.94
			WEEKEND OF ART BANNERS	195.75
			ACTIVE.COM SOCIAL MEDIA MA	760.87
		THE ACTIVE NETWORK, INC	ROTB SUPPLIES	140.79
			ROTB SUPPLIES	177.78
		U.S. BANK	LOS AL KTD'S CLUB SUPPLIES	43.50
			LOS AL KID'S CLUB SUPPLIES	7.68
			ROTB SUPPLIES	272.50
			ROTB SUPPLIES	4,300.00
			ROTB SUPPLIES	45.37
			ROTB SUPPLIES	75.90
			ROTB SUPPLIES	200.90
			ROTB SUPPLIES	250.00
			ROTB SUPPLIES	131.14
			ROTB SUPPLIES	182.99
			ROTB SUPPLIES	195.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	INTERNATIONAL CITY RACING, INC. RONALD JAMES KURRLE TRINI ZENOVKA STATE OF CALIFORNIA MILITARY DEPT. HONORING OUR FALLEN ARMY & AIR FORCE EXCHANGE SERVICES ROCK FOR VETS CASA YOUTH SHELTER	FAMILY MOVIE NIGHT SUPPLIE	44.61
			FAMILY MOVIE SUPPLIES	31.63
			RACE ON THE BASE SUPPLIES	105.08
			RACE ON THE BASE SUPPLIES	132.17
			RACE ON THE BASE SUPPLIES	291.80
			RACE ON THE BASE SUPPLIES	406.79
			RACE ON THE BASE SUPPLIES	331.51
			FAMILY MOVIE NIGHT SUPPLIE	25.00
			ROTB SUPPLIES	5.30
			ROTB SUPPLIES	211.78
			ROTB SUPPLIES	41.72
			ROTB: SUPPLIES	150.00
			ROTB: SUPPLIES	1,000.00
			ROTB: SUPPLIES	70.65
			ROTB SUPPLIES	538.02
			ROTB SUPPLIES	245.40
			ROTB SUPPLIES	31.50
			ROTB SUPPLIES	550.00
			ROTB RACE REIMBURSEMENT	2,195.10
			FLYER DISTRIBUTION ROTB	490.00
			RENTAL OF CASH REGISTER -R	120.00
			RACE OF THE BASE-2020 AGRE	2,923.44
			HONORING OUR FALLEN- ROTB	1,120.00
			VENDOR FEES FOR ROTB 2020	300.00
			CHARITY PAYMENT -ROTB 2020	280.00
			CHARITY REBATE- ROTB 2020	110.00
			TOTAL:	18,897.69
CAPITAL PROJECTS	GAS TAX	ST. OF CALIFORNIA DEPT. OF JUSTICE LIEBERT CASSIDY WHITMORE RCS INVESTIGATIONS & CONSULTING, LLC ERIC ARROYO TRACY GUTIERREZ	FEB. 2020 FINGERPRINTS APP	64.00
			GENERAL COUNSEL SERVICES	148.00
			2 BACKGROUND INVESTIGATION	3,300.00
			BACKGROUND: TYLER BINTON	1,200.00
			ROBERT RODRIGUEZ	225.00
LOS ALAMITOS TV	LOS ALAMITOS TV	OUR LOS AL	TOTAL:	4,937.00
			STREET TREES	328.50
			STREET TREES FOR BALL RD.	1,174.50
			STREET TREE	53.88
			TREES	253.22
GARAGE	GARAGE FUND	CERRITOS DODGE DANIELS TIRE SERVICE VOYAGER FLEET SYSTEMS, INC. U.S. BANK IRMA J. SANTOS	TOTAL:	1,810.10
			MANAGEMENT SVCS-FEB 2020	833.33
			CHAMBER INSTALLATION & GAL	100.00
			MANAGEMENT SVCS- MARCH 202	833.33
			STATE OF THE CITY LUNCHEON	800.00
GARAGE	GARAGE FUND	CERRITOS DODGE DANIELS TIRE SERVICE VOYAGER FLEET SYSTEMS, INC. U.S. BANK IRMA J. SANTOS	TOTAL:	2,566.66
			DIAGNOSTIC PROCEDURE	89.95
			TIRE DISPOSAL	156.00
			FUEL FEB. 2020	6,616.14
			FUEL TAX CREDIT	335.08
			PARTS FOR RIDE ON MOWER	424.15
			ELECTRIC PANCAKE COMPRESSO	139.00
			PD CAR WASHES	190.00
			PUBLIC WORKS CAR WASHES	40.00
			REC. CAR WASH	20.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SOCAL AUTO & TRUCK PARTS INC.	SPASH GUARD FOR STAKE TRUC	19.92
			OIL/FILTER/WIPPER BLADES	79.69
			TOTAL:	7,439.77
ADMINISTRATIVE SERVICE	TECHNOLOGY REPLACE U.S. BANK		ADAPTER FOR COMPUTER	26.40
			TOTAL:	26.40
INSURANCE	SELF INSURANCE TRU ADMINISURE		WORKERS COMP. FEBRUARY 202	513.38
			TOTAL:	513.38

===== FUND TOTALS =====	
10	GENERAL FUND
	156,331.18
20	GAS TAX
	1,810.10
28	LOS ALAMITOS TV
	2,566.66
50	GARAGE FUND
	7,439.77
53	TECHNOLOGY REPLACEMENT
	26.40
54	SELF INSURANCE TRUST
	513.38

	GRAND TOTAL:
	168,687.49

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 3/25/2020 THRU 3/25/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 03/25/20
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	ANNE LeBLANC: REFUND	41.00
			ANNE LeBLANC	9.00
			ANITA ALMAZAN: REFUND	20.50
			ADELE BURNS	13.40
			ALVIN DELFIN: REFUND	66.00
			ALVIN DELFIN: REFUND	9.00
			ANGELICA GARCIA: REFUND	1,465.00
			ANGELICA GARCIA	353.00
			ANGELICA GARCIA: REFUND	250.00
			AMBER KUO: REFUND	126.00
			AMBER KUO	9.00
			AMBER KUO: REFUND	9.00
			ANTHONY MARKARIAN: REFUND	93.00
			ANTHONY MARKARIAN	9.00
			ANN NUIRY: REFUND	20.72
			ALFRED TSE	20.50
			BLES ARANAS: REFUND	32.00
			BLES ARANAS	14.00
			BREANNA CAMBRA: REFUND	63.00
			BREANNA CAMBRA	9.00
			BOB BARRETT: REFUND	20.50
			BRITTANY BELDEN: REFUND	71.00
			BRITTANY BELDEN	4.00
			BEVERLY FITZPATRICK: REFUND	4.54
			BEVERLY FITZPATRICK	395.20
			BRIAN HUGHLETT: REFUND	4.00
			BRIAN HUGHLETT	4.00
			BRIAN HUGHLETT: REFUND	20.00
			BARBARA JENKINS: REFUND	70.00
			BARBARA JENKINS	9.00
			BARBARA JENKINS: REFUND	215.20
			BRIANNE OLNEY: REFUND	4.00
			BRIANNE OLNEY	57.00
			BRITTANY REYES: REFUND	4.00
			BRITTANY REYES	4.00
			BRITTANY REYES: REFUND	110.00
			CRISTINA ALVARADO: REFUND	55.00
			CRISTINA ALVARADO	4.00
			CHRISTINA ESPINOZA: REFUND	65.00
			CHRISTINA ESPINOZA	4.00
			CONNER GARCIA: REFUND	4.00
			CONNER GARCIA	4.00
			CATHERINE MANNING: REFUND	4.54
			CATHERINE MANNING	92.00
			CRISTINA CANNING: REFUND	8.00
			CRISTINA CANNING	52.00
			CECILIA CHO: REFUND	14.00
			CECILIA CHO	75.00
			CARMEN'S COFFEE CO: REFUND	70.00
			CATHERINE FITZPATRICK: REFUND	218.40
			CANDICE HOFFMAN: REFUND	4.00
			CANDICE HOFFMAN	80.00
			CHRISTINE KOHLER: REFUND	9.00
			CHRISTINE KOHLER	72.00
			CHARLOTTE MCCORMICK: REFUND	8.00
			CHARLOTTE MCCORMICK	16.22
			CAROL SCOTTI: REFUND	15.00
			CHARLES SHERWOOD: REFUND	8.00
			CHARLES SHERWOOD	75.00
			CREPES BONAPARTE: REFUND	220.80
			CREPES BONAPARTE	4.00
			DIANA CHAU: REFUND	
			DIANA CHAU	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DIANE GUERRERO	DIANE GUERRERO: REFUND	110.00
		DEBBIE ICHIRIU	DEBBIE ICHIRIU: REFUND	29.20
		DENISE WALLACE	DENISE WALLACE: REFUND	112.00
		DENISE WALLACE	DENISE WALLACE: REFUND	139.00
		DENISE WALLACE	DENISE WALLACE: REFUND	17.00
		ERIC BARIL	ERIC BARIL: REFUND	80.00
		ERIC BARIL	ERIC BARIL: REFUND	8.00
		EMILY CARLTON	EMILY CARLTON: REFUND	32.00
		EMILY CARLTON	EMILY CARLTON: REFUND	14.00
		ERIC CHANG	ERIC CHANG: REFUND	152.00
		ERIC CHANG	ERIC CHANG: REFUND	8.00
		ELLEN GRIES	ELLEN GRIES: REFUND	80.00
		ELLEN GRIES	ELLEN GRIES: REFUND	9.00
		ERIN HOHRD	ERIN HOHRD: REFUND	70.00
		EDWIN MAZARIEGOS	EDWIN MAZARIEGOS: REFUND	1,230.00
		EDWIN MAZARIEGOS	EDWIN MAZARIEGOS: REFUND	113.00
		EDWIN MAZARIEGOS	EDWIN MAZARIEGOS: REFUND	150.00
		ELISABETH ONG	ELISABETH ONG: REFUND	63.00
		ELISABETH ONG	ELISABETH ONG: REFUND	9.00
		ERIC REED	ERIC REED: REFUND	511.00
		ERIC REED	ERIC REED: REFUND	4.00
		ERIC SELIGMAN	ERIC SELIGMAN: REFUND	20.50
		ELLIE LEMONNIER	ELLIE LEMONNIER: REFUND	66.00
		ELLIE LEMONNIER	ELLIE LEMONNIER: REFUND	14.00
		FAWN FARNER	FAWN FARNER: REFUND	514.00
		FAWN FARNER	FAWN FARNER: REFUND	4.00
		FELICIA LEE	FELICIA LEE: REFUND	412.80
		FELICIA LEE	FELICIA LEE: REFUND	4.00
		FARM FRESH TO YOU	FARM FRESH TO YOU: REFUND	50.00
		GINA GARLAND	GINA GARLAND: REFUND	33.00
		GINA GARLAND	GINA GARLAND: REFUND	7.00
		GABRIELA KIM	GABRIELA KIM: REFUND	54.00
		GABRIELA KIM	GABRIELA KIM: REFUND	4.00
		GINA MYERS	GINA MYERS: REFUND	44.00
		GINA MYERS	GINA MYERS: REFUND	9.00
		GINGER NEWMAN	GINGER NEWMAN: REFUND	32.44
		HILARY O'HARA	HILARY O'HARA: REFUND	4.54
		JOYCE SHADBURN	JOYCE SHADBURN: REFUND	20.54
		JILL TANNER	JILL TANNER: REFUND	52.00
		JILL TANNER	JILL TANNER: REFUND	14.00
		JENNY WILLIAMS	JENNY WILLIAMS: REFUND	14.60
		JASON ANDERSON	JASON ANDERSON: REFUND	173.60
		JASON ANDERSON	JASON ANDERSON: REFUND	4.00
		JOLINE CHANG	JOLINE CHANG: REFUND	85.00
		JENNIFER CONTRERAS	JENNIFER CONTRERAS: REFUND	35.00
		JOCELYN CRAIG	JOCELYN CRAIG: REFUND	80.00
		JOCELYN CRAIG	JOCELYN CRAIG: REFUND	9.00
		JESSICA DELAVARA	JESSICA DELAVARA: REFUND	217.60
		JESSICA DELAVARA	JESSICA DELAVARA: REFUND	4.00
		JENNIFER DUNCAN	JENNIFER DUNCAN: REFUND	14.60
		JOANNA ECKENBERG	JOANNA ECKENBERG: REFUND	514.00
		JOANNA ECKENBERG	JOANNA ECKENBERG: REFUND	4.00
		JANE KHO	JANE KHO: REFUND	66.00
		JANE KHO	JANE KHO: REFUND	51.00
		JANE KHO	JANE KHO: REFUND	18.00
		JENNY KWAK	JENNY KWAK: REFUND	264.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JENNY KWAK	JENNY KWAK: REFUND	4.00
		JANELLE LAYMAN	JANELLE LAYMAN: REFUND	65.00
		JANELLE LAYMAN	JANELLE LAYMAN: REFUND	4.00
		JANE NI	JANE NI: REFUND	412.80
		JANE NI	JANE NI: REFUND	4.00
		JOANNA SANTILLAN	JOANNA SANTILLAN: REFUND	186.00
		JOANNA SANTILLAN	JOANNA SANTILLAN: REFUND	18.00
		JULIANN SCHLEF	JULIANN SCHLEF: REFUND	412.80
		JULIANN SCHLEF	JULIANN SCHLEF: REFUND	4.00
		JULIE YEARSLEY	JULIE YEARSLEY: REFUND	72.00
		JULIE YEARSLEY	JULIE YEARSLEY: REFUND	14.00
		JENNIFER YOON	JENNIFER YOON: REFUND	66.00
		JENNIFER YOON	JENNIFER YOON: REFUND	9.00
		KATHY AMBRUSO	KATHY AMBRUSO: REFUND	16.22
		KAREN BREAUULT	KAREN BREAUULT: REFUND	55.00
		KAREN BREAUULT	KAREN BREAUULT: REFUND	4.00
		KELLY APPLING	KELLY APPLING: REFUND	217.60
		KELLY APPLING	KELLY APPLING: REFUND	4.00
		KAREN ASBURY	KAREN ASBURY: REFUND	20.00
		KELLY BROWN	KELLY BROWN: REFUND	392.80
		KELLY BROWN	KELLY BROWN: REFUND	4.00
		KELLY BROWN	KELLY BROWN: REFUND	20.00
		KERTTU CANTIN	KERTTU CANTIN: REFUND	83.00
		KERTTU CANTIN	KERTTU CANTIN: REFUND	9.00
		KENDRICK CHIPMAN	KENDRICK CHIPMAN: REFUND	415.20
		KENDRICK CHIPMAN	KENDRICK CHIPMAN: REFUND	4.00
		KYLIE FULLER	KYLIE FULLER: REFUND	415.20
		KYLIE FULLER	KYLIE FULLER: REFUND	4.00
		KELLY JUSTICE	KELLY JUSTICE: REFUND	19.22
		KAREN KORDICH	KAREN KORDICH: REFUND	152.00
		KAREN KORDICH	KAREN KORDICH: REFUND	8.00
		KRISTEN LOCKRIDGE	KRISTEN LOCKRIDGE: REFUND	32.00
		KRISTEN LOCKRIDGE	KRISTEN LOCKRIDGE: REFUND	14.00
		KELSEY MARKER	KELSEY MARKER: REFUND	74.00
		KELSEY MARKER	KELSEY MARKER: REFUND	4.00
		KATHLEEN MAYHUE	KATHLEEN MAYHUE: REFUND	44.00
		KATHLEEN MAYHUE	KATHLEEN MAYHUE: REFUND	9.00
		KIM PASCOE	KIM PASCOE: REFUND	20.54
		KELLY RIORDAN	KELLY RIORDAN: REFUND	220.80
		KELLY RIORDAN	KELLY RIORDAN: REFUND	4.00
		KIMBERLY ROOT	KIMBERLY ROOT: REFUND	75.00
		KIMBERLY ROOT	KIMBERLY ROOT: REFUND	9.00
		KIMBERLY THOMAS	KIMBERLY THOMAS: REFUND	152.00
		KIMBERLY THOMAS	KIMBERLY THOMAS: REFUND	8.00
		LUAN CANAVAN	LUAN CANAVAN: REFUND	54.00
		LUAN CANAVAN	LUAN CANAVAN: REFUND	4.00
		LINDSAY DUQUETTE	LINDSAY DUQUETTE: REFUND	264.00
		LINDSAY DUQUETTE	LINDSAY DUQUETTE: REFUND	4.00
		LUCILLE HASE	LUCILLE HASE: REFUND	4.54
		LU JIANG	LU JIANG: REFUND	412.80
		LU JIANG	LU JIANG: REFUND	4.00
		LETICIA JUAREZ	LETICIA JUAREZ: REFUND	36.40
		LAUREN LOWRY	LAUREN LOWRY: REFUND	415.20
		LAUREN LOWRY	LAUREN LOWRY: REFUND	4.00
		LORETTA MATHES	LORETTA MATHES: REFUND	20.00
		LINH NGUYEN	LINH NGUYEN: REFUND	93.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
CITY COUNCIL	GENERAL FUND	LOS ALTOS TROPHY	LINH NGUYEN	9.00	
			LORRAINE PENNINGTON	252.00	
			LORRAINE PENNINGTON	18.00	
			LORRAINE PENNINGTON	154.00	
			LAKISHA QUILLER	71.00	
			LAKISHA QUILLER	16.00	
			LAUREN SON	83.00	
			LAUREN SON	9.00	
			LOS ALAMITOS YOUTH BAS	400.00	
			LOS ALAMITOS YOUTH BAS	100.00	
			MONICA LONDONO ESCOBAR	80.00	
			MARIA BARNO	20.50	
			MARY (KATHY) WILLIS	20.54	
			NEIGHBORHOOD CHURCH	50.00	
			RENEWAL BY ANDERSON	50.00	
SCENTSY	50.00				
WATERSAFE SWIM SCHOOL	50.00				
			TOTAL:	17,170.10	
CITY COUNCIL	GENERAL FUND	LOS ALTOS TROPHY	OUTGOING COMMISSIONER (OLV	8.89	
			TOTAL:	8.89	
CITY MANAGER	GENERAL FUND	TIME WARNER CABLE	PHONE SERVICE	79.98	
			CABLE SERVICE	67.32	
			SUPPLE SERVS TO LOS AL MUN	11,377.10	
			OFFICE SUPPLIES	53.68	
			TOTAL:	11,578.08	
ADMINISTRATIVE SERVICE	GENERAL FUND	PAPER RECYCLING SPECIALISTS	ON-SITE SHREDDING OF DOCS.	82.00	
			COPIER LEASE- ADMIN SVCS	268.78	
			COPIER LEASE- CITY HALL	203.17	
			IT SERVICES- APRIL 2020	5,871.00	
			EXTRA HOURS-MARCH 2020	5,890.00	
			TOTAL:	12,314.95	
POLICE ADMINISTRATION	GENERAL FUND	LOS ALTOS TROPHY	COUNCIL NAMEPLATE- BYERLEY	28.55	
			OC ADMIN LUNCHEON & CRIME	24.00	
			GET WELL CARDS	7.09	
			ORAL PANELISTS REFRESHMENT	26.40	
			EMBROIDERY FOR POLO:WILSON	4.24	
			PROMO CEREMONY PRINTS	5.14	
			PARKING FEE FOR COUNTY MEE	8.00	
			PICTURE FRAME	49.60	
			PROMO CEREMONY PRINTS	9.64	
			BULK MAIL	0.75	
			PD KEYS	10.00	
			BORDERLINE MASS SHOOTING P	50.00	
			2 CAT6 NETWORK DROPS	470.00	
				TOTAL:	693.41
			PATROL	GENERAL FUND	MISC. VENDOR
RAMIRES HONOR GUARD UNIFORM	132.90				
RAMIREZ: TROUSER AND BELT	184.46				
PD 4 GLTE SIM	38.01				
MDC 01 & MDC 07	91.78				
PD JACKPACK	38.01				
PATROL	GENERAL FUND	MISC. VENDOR	VERONICA WILSON	146.50	
			GALLS / QUARTERMASTER	132.90	
			RAMIREZ: TROUSER AND BELT	184.46	
			PD 4 GLTE SIM	38.01	
			MDC 01 & MDC 07	91.78	
			PD JACKPACK	38.01	

LINH NGUYEN: REFUND

LORRAINE PENNINGTON: REFUND

LORRAINE PENNINGTON: REFUND

LORRAINE PENNINGTON: REFUND

LAKISHA QUILLER: REFUND

LAKISHA QUILLER: REFUND

LAUREN SON: REFUND

LAUREN SON: REFUND

LOS ALAMITOS YOUTH BASE: RE

LOS ALAMITOS YOUTH BASE: RE

MONICA LONDONO ESCOBAR: REF

MARIA BARNO: REFUND

MARY (KATHY) WILLIS: REFUND

NEIGHBORHOOD CHURCH: REFUND

RENEWAL BY ANDERSON: REFUND

SCENTSY: REFUND

WATERSAFE SWIM SCHOOL: REFUND

TOTAL:

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
INVESTIGATION	GENERAL FUND	PETTY CASH	4 GLT, 7 AIR CARDS FOR MDC	266.15
			MDC SRO	38.01
			MDC LAPTOP 3/11/20-4/10/20	40.01
			NAMEPLATES FOR ACOSTA, FLY	44.95
			BATTERIES FOR RECORDERS	9.69
RECORDS	GENERAL FUND	V & V MANUFACTURING, INC.	KITCHEN SUPPLIES	23.69
			PD KEYS	19.50
			NAMEPLATE FOR KROK	23.92
			TOTAL:	1,097.58
			RANK RIBBON & REFINISH KRO	58.51
COMMUNICATIONS TECHNOLOGY	GENERAL FUND	VERIZON WIRELESS	CHANGE BADGE# & RETIRED SG	58.51
			4 GLT- 2 AIR CARDS DETECTI	76.02
			TOTAL:	193.04
			TAVASCIL TAPERED SHIRTS	50.66
			RECORDS DR JACKETS	231.66
COMMUNITY OUTREACH	GENERAL FUND	GALLS / QUARTERMASTER	NAMEPLATE FOR TRAVASCI	11.96
			TOTAL:	294.28
			OCATS:MARCH 2020	817.00
			TOTAL:	817.00
			CLO CELL PHONE PURCHASE	381.19
YOUTH SERVICES	GENERAL FUND	VERIZON WIRELESS	TOTAL:	381.19
			SRO TRAINING	40.00
			TOTAL:	40.00
			OFFICE SUPPLIES	25.27
			ARCHIVAL PAPER	55.16
COMMUNITY DEVELOPMENT ADMIN	GENERAL FUND	MCA DIRECT	TOTAL:	80.43
			RFP 2020-01 TREE MAINTENAN	130.00
			REFUND OF TEMP USE PERMIT	150.00
			TOTAL:	280.00
			INVOICE FOR 2/03/20 - 02/2	522.80
PLANNING	GENERAL FUND	COMMUNITY MEDIA CORP.	TOTAL:	522.80
			WE CARE OF LOS ALAMITOS, INC.	
			DAPEER, ROSENBLIT & LITVAK, LLP	
			OFFICE SUPPLIES	14.24
			TOTAL:	14.24
NEIGHBORHOOD PRESERVATION	GENERAL FUND	OFFICE SOLUTIONS BUSINESS PRODUCTS	ARCHIVAL PAPER	55.16
			TOTAL:	55.16
			2 X 4 X 8 WOOD	4.87
			REGULATORY SIGNS	122.30
			CITY WELCOME SIGNS	468.71
BUILDING INSPECTION	GENERAL FUND	SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	218.76
			SIGNAL REPAIR-CERRITOS & H	234.00
			SIGNAL REPAIR-CERRITOS&BLO	210.00
			SIGNAL REPAIR- CERRITOS&HU	117.00
			SIGNAL REPAIR-CERRITOS&HUM	137.14
PUBLIC WORKS ADMIN	GENERAL FUND	COMPUTER SERVICE CO.	SIGNAL REPAIR-LOS AL&FARQU	134.35
			SIGNAL REPAIR-LOS AL&FLORI	137.45
STREET MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY		
			HI-WAY SAFETY, INC.	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARK MAINTENANCE	GENERAL FUND	LOWE'S	SIGNAL REPAIR-LOS ALAUSA	327.20
			2 -80V BATTERIES FOR BLOWE	333.07
			QUICK SET CEMENT/SIDEWALK	52.58
			READY MIX CONCRETE AND BUC	36.90
			TOTAL:	2,534.33
		JHM SUPPLY, INC. SOUTHERN CALIFORNIA EDISON	IRRIGATION PARTS - HEADS &	396.50
			SOUTHERN CALIFORNIA EDISON	16.06
			SOUTHERN CALIFORNIA EDISON	105.07
			PUMP SEPTIC TANK-LITTLE CO	475.00
			PUMP SEPTIC TANK-LITTLE CO	475.00
			TOTAL:	1,467.63
BUILDING MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	SUPPLIES FOR PRESCHOOL GAT	112.45
			PAINT & SUPPLIES FOR MAP T	93.81
			PAINT FOR GATES	30.98
			DOOR KNOBS FOR GATES	32.31
			SCRAPER TOOLS FOR COMM CEN	37.21
			DOOR KNOBS FOR GATE-PRESCH	32.31
			STAIN/LIQUID NAIL	12.68
			WEATHER STRIPPING	13.44
			GENERAL PEST- PUBLIC WORKS	175.00
			RODENT CONTROL- PUBLIC WOR	60.00
			RODENT CONTROL-PUBLIC WORK	60.00
			A/C REPAIR- CITY HALL II	877.18
			WOOD FOR MAP TABLE IN CITY	101.07
			TOTAL:	1,638.44
RECREATION ADMINISTRAT	GENERAL FUND	UNITED STATES POSTMASTER	POSTAGE FOR MAILING	1,194.14
			TOTAL:	1,194.14
SPORTS	GENERAL FUND	EAGLE PORTABLES, INC. JARED E. LLOYD	PORTABLE ROOMS AT MCAULIE	630.34
			HCE DROP IN ON 03/03/20	160.00
			HCE DROP IN ON 03/05/20	112.00
			HCE DROP IN ON 03/10/20	160.00
			HCENARI	36.80
			HCE CLINICS MAR 2020	332.80
			TOTAL:	1,431.94
SPECIAL CLASSES	GENERAL FUND	BARBARA BANNERMAN SUZANNE ROADY-ROSS POLLY WOMACK YTNG LITU	EMPOWERING YOGA ONLINE CLA	50.00
			T'AI CHI CHIH INTERMEDIATE	122.85
			NEEDLECRAFTS	246.07
			PORTRAIT WORKSHOP 03/07/20	78.00
			PORTRAIT WORKSHOP	331.46
		CARRI FOX	FILMING FOR LINE DANCING/B	50.00
			DROP IN 03/04/20	25.20
			DROP IN 03/11/20	25.20
		DIANA C. PEREZ	SHAPING IT UP WITH ABC'S	198.12
			LEARN AND GROW PLAYGROUP	99.06
			ART INNOVATORS VIRTUAL CLA	100.00
		DIAGOGY, LLC	ART INNOVATORS PRESCHOOL	26.26
			VIRTUAL RECREATION CLASS D	100.00
			MAT PILATES	77.87
		HB PILATES & FITNESS, INC.	MAT PILATES	283.91
			SENIOR FUNCTIONAL FITNESS	12.00
			CHAIR YOGA 03/04/20	33.80
		WE FIT, LLC ESTHER G. RANDOLPH		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SPECIAL EVENTS	GENERAL FUND	KEVIN GARRETT	CHAIR YOGA ON 03/05/20	25.35
			CHAIR YOGA 3/11/20	33.80
			BASIC FLOW YOGA	61.93
			CHAIR YOGA WITH ESTHER	78.39
			PEE WEE TENNIS TUES.	16.57
			YOUTH BEG. TENNIS TUES.	154.05
			YOUTH BEG. TENNIS WED.	117.00
			PEE WEE TENNIS THURS.	11.05
			YOUTH BEG. TENNIS THURS	28.60
			YOUTH INTERM. TENNIS THURS	104.00
			PEE WEE TENNIS SAT.	66.30
			YOUTH BEG. TENNIS SAT.	75.40
			YOUTH INTERM. TENNIS SAT.	134.55
			QI GONG DROP IN 03/05/20	33.80
NON-DEPARTMENTAL	GENERAL FUND	LISA A. LAURITSEN	QIGONG	368.34
			HIP HOP	50.70
			BEG/INTERM LINE DANCE BEG.	114.60
			BEG/INTERM. LINE DANCE INT	112.65
			INTRO. FENCING	51.87
			POWER TAE FITNESS	20.00
			TOTAL:	3,518.75
			SCHOOL CHALLENGE FOR ROTB	520.00
			SCHOOL CHALLENGE FOR ROTB	550.00
			SCHOOL CHALLENGE FOR ROTB	45.00
			TOTAL:	1,115.00
			TYLER BINION	450.00
			TOTAL:	450.00
			PENLEY PUMP RENTAL	3,829.32
			TOTAL:	3,829.32
GARAGE	GARAGE FUND	CAMERON WELDING	COMPRESSED CO2--SHOP	135.18
			WIPPER BLADES, OIL, FUNNEL	133.33
			FLOOD LIGHT BULBS	20.67
			AUTO PARTS-AIR FILTER, OIL	51.43
			AIR FILTER	4.61
			BRAKE PADS FOR PW TRUCK	312.43
			CREDIT DISC PAD	86.19
			TOTAL:	571.46
			SCAG:REFUND	15,000.00
			TOTAL:	15,000.00
			BACKUP SERVER-MARCH 2020	97.50
			CLOUD BACKUP-MARCH 2020	33.00
			BACKUP CLOUD STORAGE-MAR 2	720.00
			TOTAL:	850.50
INSURANCE	SELF INSURANCE TRU ADMINISURE	WORKERS' COMP.- JAN 2020	WORKERS' COMP.- JAN 2020	513.50
			WC TPA SERVICES-APRIL 2020	1,121.76
			GL TPA SERVICES-MAR 2020	2,295.83
			TOTAL:	3,931.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND		58,891.38	
25	BUILDING IMPROVEMENT		3,829.32	
50	GARAGE FUND		571.46	
52	FACILITY CAPITAL EXPENSES		15,000.00	
53	TECHNOLOGY REPLACEMENT		850.50	
54	SELF INSURANCE TRUST		3,931.09	
GRAND TOTAL:			83,073.75	

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/08/2020 THRU 4/08/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 04/08/20
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

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

REGULAR MEETING – March 16, 2020

1. CALL TO ORDER

The City Council met in Regular Session at 6:02 p.m., Monday, March 16, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended telephonically.

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 Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Chirco led the Pledge of Allegiance.

4. INVOCATION

Council Member Grose gave 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.

Mayor Murphy opened Oral Communications. There being no one present wishing to speak. Mayor Murphy closed Oral Communications.

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 Doby had no comments at this time.

Council Member Grose advised he had provided a list of events he attended to the City Clerk's Office. He requested the meeting be closed in honor of Robert Olszweski and Robert Lee and spoke regarding COVID-19.

Council Member Hasselbrink spoke regarding current operations at Orange County Fire Authority.

Mayor Pro Tem Chirco spoke regarding attendance at Race on the Base and State of the City and COVID-19. He requested the meeting be adjourned in memory of his Uncle Joseph Chirco.

Mayor Murphy spoke regarding COVID-19.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons spoke regarding COVID-19 and stated he had declared a local emergency on March 13, 2020 as the Emergency Services Director.

9. WARRANTS

Motion/Second: Murphy/Hasselbrink

Unanimously Carried: The City Council ratified the Warrants for March 16, 2020 in the amount of \$1,219,911.74, and authorized the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of March 17, 2020 to April 20, 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.

Motion/Second: Murphy/Hasselbrink

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

ROLL CALL

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

A. Approval of Minutes

(City Clerk)

Approved 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 sought consideration of a resolution designating City Manager Chet Simmons as City Treasurer.

The City Council adopted 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 sought 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.

The City Council adopted 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.

City Manager introduced the item. City Attorney Daudt summarized the salary and benefits.

Motion/Second: Grose/Murphy

Unanimously Carried: The City Council authorized the Mayor to execute the Employment Agreement for Interim Finance Director with Mr. Craig Koehler attached to this report.

ROLL CALL

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

- 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.

City Manager Simmons summarized the Staff report.

Council and Staff discussed the following topics:

- Likelihood of respondents given the state of emergency
- Possibility of deploying a text message survey
- Questions that account for the give state of emergency
- Goal to complete the survey within a month
- Fiscal Sustainability expenses to date
- Concern for ongoing expenditures

Motion/Second: Murphy/Chirco

Unanimously Carried: The City Council:

1. Appropriated \$25,500 from undesignated General Fund reserves and apply to the 2019-20 City Manager department budget; and,
2. Authorized 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.

ROLL CALL

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

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

City Attorney Daudt read the items aloud.

RECESS

City Council recessed into Closed Session at 6:32 p.m.

RECONVENE

The City Council reconvened in Regular Session at 7:24 p.m.

City Attorney Daudt stated there was no reportable action.

City Attorney Daudt advised there was an emergency item regarding COVID-19 that required immediate action and requested the item be placed on the agenda by a majority vote of the City Council.

Motion/Second: Murphy/Chirco

Unanimously Carried: The City Council approved adding the emergency item to the agenda.

ROLL CALL

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

City Attorney Daudt provided a copy of Resolution No. 2020-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY" and requested Council adopt said resolution.

Motion/Second: Grose/Hasselbrink

Unanimously Carried: The City Council adopted Resolution No. 2020-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY".

ROLL CALL

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

13. ADJOURNMENT

The City Council adjourned in memory of Joseph Chirco, Robert Lewis, and Robert Olszweski at 7:27 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 – April 9, 2020

1. CALL TO ORDER

The City Council met in Special Session at 5:06 p.m., Monday, April 9, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding.

Due to COVID-19, the meeting was conducted by videoconference pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20. Members of the public were not permitted to attend the meeting in person. The public was able to access the meeting via phone at +1 (301) 715-8592, Meeting ID: 230-970-374.

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 Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk

Mayor Murphy asked if any public comments had been received. City Clerk Quintanar advised no public comments had been received and there were no callers accessing the meeting. Members of the public were requested to submit comments via email to cityclerk@cityoflosalamitos.org.

3. 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

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into Closed Session at 5:06 p.m.

RECONVENE

The City Council received in Special Session at 6:03 p.m.

City Attorney Daudt stated there was no reportable action.

4. ADJOURNMENT

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

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 20, 2020

ITEM NUMBER: 9B

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

Presented By: Leslie Roseberry, Interim Development Services Director

Subject: Extension of Professional Services Agreement with Clear Channel Inc.

SUMMARY

This item is to consider extending the agreement with Clear Channel Inc., for bus shelters and maintenance services. The current Professional Services Agreement (PSA) will expire on June 6, 2020 and can be extended by mutual agreement up to five times. This is consideration of a fifth extension.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 5 of the PSA with Clear Channel, Inc., for bus shelters and maintenance services.

BACKGROUND

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

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

The original agreement established 19 new bus shelters with advertising that Clear Channel purchased and installed at no cost to the City. These shelters provide no annual revenue to the City, but do allow the City a limited use of advertisement space at

no cost. Clear Channel maintains the shelters and benches twice weekly, keeping them free of litter, graffiti, debris, etc., and will sweep, clean, and empty trash receptacles as often as necessary to keep them functional and not a nuisance.

DISCUSSION

City Staff is pleased with Clear Channel and its attentiveness to issues that may arise. The shelters are kept clean and graffiti free. The city has taken advantage of the free advertisement provided to the City, promoting Race on the Base, summer day camps, partnerships with other agencies such as the Orange County Mosquito and Vector Control District, and the National Pollutant Discharge Elimination System (NPDES) advertisement posters.

Staff recommends continuing services with Clear Channel Inc., to provide bus shelters and maintenance services utilizing the final of five possible contract extensions.

FISCAL IMPACT

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

Submitted by: Leslie Roseberry, Interim Development Services Director

Approved by: Chet Simmons, City Manager

Attachments:

- 1. Amendment No. 5 between the City and Clear Channel Inc.*
- 2. Original PSA between the City and Clear Channel Inc.*

**AMENDMENT No. 5 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**
[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 5 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 20th day of April, 2020 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), 19320 Harbortgate Way, Torrance, CA 90501.

RECITALS

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

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

C. By separate amendments, City and Contractor have previously agreed to renew the Agreement for four (4) of the five (5) one-year extensions.

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

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

1. City and Contractor acknowledge and agree that City and Contractor have duly exercised the fifth of the five one-year extensions of the Agreement as set forth in Section 3.1.2 thereof. The effective term of the Agreement is hereby extended to June 6, 2021.

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

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

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By: _____
Richard D. Murphy
Mayor

APPROVED AS TO FORM

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”
Clear Channel Outdoor, LLC

By: _____
Greg McGrath
Senior Vice President and
Regional President, Southern
California

**CITY OF LOS ALAMITOS
BUS SHELTER LICENSE AND MAINTENANCE AGREEMENT
WITH CLEAR CHANNEL OUTDOOR, INC.**

1. PARTIES AND DATES.

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

2. RECITALS.

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

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

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

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

3. Terms.

3.1 Grant of License; Term of Agreement.

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

3.1.2 Term of Agreement. This Agreement shall continue for ten (10) years from the effective date of this Agreement, unless previously terminated as hereafter provided. The City Council and Contractor shall have the right to renew the Agreement for up to five (5) one-year extensions.

3.2 No Compensation to City; Permit Fees.

Since Contractor is bearing one hundred percent (100%) of all construction, installation, maintenance and other costs and expenses under this Agreement, Contractor shall not be required to pay City any compensation in connection with the license granted under this Agreement; provided, however, that this section shall not excuse Contractor from the obligation to pay any applicable normal permit fees necessary for the installation of the New Shelters.

3.3 Removal of Existing Shelters.

Contractor shall remove the above ground portions of all of the Existing Shelters and restore the property to its original condition or, if applicable, to a condition necessary to install the New Shelters.

3.4 Construction and Installation of New Shelters.

Contractor shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms of this Agreement.

3.4.1 Design of Shelters. The design of the New Shelters shall strictly conform to the depictions included in Exhibit "A" attached hereto and incorporated herein by reference. Unless a modification is approved by the City, each New Shelter shall be designed by Tolar Manufacturing, shall be thirteen (13) feet in length with forty-eight (48) inch advertising boxes, and shall be equipped with a customized dome roof style, a perforated metal bench and a pedestal mounted trash receptacle. The Advertising boxes or kiosks shall be mounted on the New Shelters in a fashion which is consistent with the aesthetics and architecture of the New Shelters. The New Shelters shall be designed and manufactured to resist graffiti and vandalism, as well as to accommodate small width sidewalks, so as not to block the view of adjacent businesses from the street, and to accommodate advertising viewing on wider boulevards. Contractor shall be solely responsible for adherence to patent, copyright, and trademark rights of the manufacturer(s).

3.4.2 Location of Shelters. The locations of New Shelters shall be those locations shown in Exhibit "B" attached hereto and incorporated herein by reference. In addition, locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor.

3.4.3 Installation Schedule. Contractor shall order the New Shelters within five (5) business days of the effective date of this Agreement, or of receiving City's selected design for the New Shelters, whichever is later. Contractor shall take delivery of the first New Shelter within sixty (60) days of ordering, and Contractor shall install the first New Shelter within fifteen (15) days from Contractor's receipt of the first New Shelter from the manufacturer. All New Shelters shall be installed and in operation within ninety (90) days of its receipt of the first New Shelter from the manufacturer. If there is any delay in the ordering or installation of any New

Shelter, Contractor shall notify City in writing. Modifications to the installation schedule shall be subject to the approval of the City in its sole but reasonable discretion.

3.4.4 Build-Out Plan. Contractor shall develop a written build-out plan in compliance with the installation schedule provided or in Section 3.4.3. The build-out plan shall specify the timing of installation for each New Shelter, and shall cause the least disruption in service to transit riders. The City will coordinate removal of existing shelters with Contractor and other interested parties. All existing concrete pads and electrical connections may remain intact and will be available for use by Contractor upon request. The build-out plan shall be submitted to the City within thirty (30) days after the effective date of the Agreement. The plan will be approved by the City Engineer prior to the start of installation of the first New Shelter. If Contractor fails to adhere to the build-out plan mutually approved by the City and Contractor for each New Shelter, and the City has not authorized a deviation for that New Shelter, which authorization shall not be unreasonably withheld, conditioned or delayed, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of Twenty-Five Dollars (\$25.00) per shelter for each calendar day of delay in excess of three (3) for that particular shelter.

3.4.5 Permit Requirements. As required or necessary, Contractor shall obtain a separate permit from each applicable governmental entity, including the City, for each New Shelter. The City shall cooperate with Contractor in its efforts to obtain any and all necessary permits. Each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a New Shelter must be accompanied by a plan showing the proposed location of that New Shelter, as well as such other information as the governmental entity may require. The City Engineer shall specify all permit requirements for the City. Contractor shall pay all fees ordinarily assessed by each governmental entity in connection with the issuance of such permits.

3.4.6 Compliance with Applicable Laws. All New Shelters shall be constructed in conformity with all applicable federal, state and local rules, laws and regulations, including, without limitation, the building and electrical codes of the City, as well as the Americans with Disabilities Act. Contractor shall only employ or utilize contractors and other workers who are licensed in California to perform the work to which they are assigned.

3.4.7 Restoration of Public and Private Property. With respect to the installation, removal or relocation of any shelter, Contractor shall be responsible, at its sole cost and expense, to repair and restore the City's property and any surrounding private property, including sidewalks, landscaping and other improvements, caused by such activities. Upon termination or expiration of this Agreement, Contractor shall be required to restore all such property to its original condition at its sole cost and expense; provided, however, that Contractor shall not be required to remove the below ground portions of any of the Existing Structures or New Structures.

3.5 Operation, Repair and Maintenance.

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and servicing of all New Shelters pursuant to the terms of this Agreement.

3.5.1 Contractor's Basic Obligation. Contractor shall maintain all New Shelters in a neat and orderly condition at all times. All visible rooflines on dome-style structures must be maintained to the same standard as the remainder of the New Shelters. Contractor shall be at liberty to enter upon and into the New Shelters at all reasonable times with personnel and all necessary materials, including but not limited to, electric wires, meters, clock work machinery and other items reasonably necessary for making the New Shelters effective. All such work shall be performed at the sole cost, expense and liability of Contractor.

3.5.2 Timing of Maintenance. Contractor shall maintain all New Shelters at least twice weekly, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year, or more frequently, if needed. Although under no obligation to do so, the City may perform additional maintenance as deemed necessary by the City and in consultation with Contractor. The City shall have the right to insist upon a maintenance schedule, which schedule shall be reasonably acceptable to Contractors, at Contractor's sole costs and expense, which will keep the New Shelters from being a public nuisance. Finally, the paint on each New Shelter shall be touched up as often as needed to eliminate damage and to prevent deterioration, and repainting will occur at least once during the first ten (10) years of this Agreement.

3.5.3 On-Call; Notification. Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to receive notification of maintenance issues and damage to the New Shelters. Notification shall be made possible telephonically. Contractor is encouraged to also make notification possible via electronic mail or messaging. Notification shall be deemed to occur when a Contractor representative receives information orally or when a message is left telephonically for Contractor on Contractor's dedicated telephone line. If applicable, notification shall also be deemed to occur when Contractor receives notification via electronic mail or messaging. Each New Shelter shall contain the conspicuously posted telephone number of Contractor's maintenance and operation headquarters to which the public may direct complaints. Contractor is also encouraged to conspicuously post addresses to which electronic mail or messaging may be sent.

3.5.4 Response Times. Contractor shall respond to all complaints and notifications. Contractor will respond to maintenance concerns, and shall repair or replace, at its sole costs and expense, any and all damaged or defaced Shelters, including defacement by graffiti, within twenty-four (24) hours of notification to Contractor. Repairs necessary to ensure public safety (damage indicated by the City to be dangerous) shall be performed within four (4) hours of notification to Contractor.

3.5.5 Graffiti. As stated herein, graffiti shall be treated as a repair issue, so Contractor shall perform graffiti abatement on each New Shelter pursuant to Section 3.5.4. Contractor shall utilize those materials that will best deter the prevalence of graffiti.

3.5.6 Shelter Database and Maintenance Log. Contractor shall maintain a written database of the location of each New Structure, as well as its model and significant site features. Contractor shall also maintain a written log detailing, on a shelter-by-shelter basis, all complaints and notifications received for that shelter, as well as Contractor's response thereto, and all routine and non-routine maintenance and repair work on that shelter. The log should be provided to the City no less often than quarterly, as determined by the City. In addition, Contractor shall provide a copy of the database and log within two (2) business days of a request by City.

3.5.7 Electricity. Contractor shall provide electrified illumination, from dusk to dawn, for each New Shelter, by an interior overhead light fixture and for the interior of each advertising box. Contractor shall pay all sums on a timely basis for electrical energy supplied to the New Shelters. Contractor shall defend and indemnify City, pursuant to the indemnity provisions of this Agreement, for any and all costs, expenses and fees associated with such electrical supply.

3.5.8 Liquidated Damages. In the event that Contractor does not respond or maintain the New Shelters within the time required by this Section 3.5, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums:

3.5.8.1 First through Third Violations. Zero dollars (\$0) per shelter, per day (warning only) for normal violations (non-safety related); one hundred dollars (\$100) per shelter, per day for violations involving public safety.

3.5.8.2 Fourth through Sixth Violations. Twenty-Five dollars (\$25) per shelter, per day for normal violations; two hundred dollars (\$200) per shelter, per day for violations involving public safety.

3.5.8.3 Seventh through Ninth Violations. Fifty dollars (\$50) per shelter, per day for normal violations; Three hundred fifty dollars (\$350) per shelter, per day for violations involving public safety.

3.5.8.4 Tenth and Subsequent Violations. One Hundred dollars (\$100) per shelter, per day for normal violations; five hundred dollars (\$500) per shelter, per day for violations involving public safety.

3.5.9 Termination. Contractor's repeated failure to perform maintenance or repairs to the satisfaction of the City in accordance with the terms of this Agreement may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6 Advertising.

Contractor may utilize those New Shelters designated as advertising shelters for such purpose pursuant to the following:

3.6.1 Advertising Display Box. Advertising shall be displayed only in the illuminated box area designated for advertising.

3.6.2 Advertising Policy. All advertisements shall comply with the following:

3.6.2.1 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be offensive or objectionable to the community standards of Los Alamitos.

3.6.2.2 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be indecent or vulgar,

3.6.2.3 No advertisement shall display any work, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device.

3.6.2.4 No advertisement shall display ads for alcohol, tobacco, or any other products or services illegal for sale to minors, including "R" rated movies, within five hundred (500) feet of any school, playground or church.

3.6.2.5 All advertisements shall comply with the Contractor's Code of Advertising Practice attached hereto as Exhibit "C" and incorporated herein by reference.

3.6.3 City Review or Request for Removal. Contractor shall, upon request by City, transmit to the City color copies of any or all proposed advertisements for review prior to the advertisements being placed in the shelter. If at any time the City determines that an advertisement placed in an advertising bus shelter violates any provision of this Section 3.6, Contractor shall remove such advertisement, at no cost or penalty to the City, within twenty-four (24) hours of receipt of a written request from City. If Contractor fails to remove such advertisement, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars (\$100.00) per day, per advertisement for each calendar day that the advertisement remains following notification.

3.6.4 Termination. Repeated failure to adhere to the provisions of this Section 3.6 may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6.5 Public Service Messages. Contractor shall make available at all times to the City, at no cost or expense to the City, a minimum of four (4) advertising panels for public service messages. Such public service space will not be site specific, but the panels shall be made available throughout the entire City at locations mutually agreed to by City and Contractor. Contractor shall also make all unsold advertising space available to the City, at no cost or expense to the City, for public service messages. Public service messages shall be non-commercial in nature, and shall be for City-sponsored or supported events, activities, or services, including, but not limited to, fundraising, public service and public safety purposes.

3.7 Relocation of Shelters.

At the request of the City, Contractor shall relocate any New Shelter due to: (1) new construction; (2) the discovery that the Shelter is a safety concern, such as a traffic hazard or obstruction; (3) a change in bus routes by the OCTA; or (4) construction of new bikeways or other pathways. Contractor shall perform the relocation, as well as restore the site to its original condition, in accordance herewith at its sole cost and expense. The City shall negotiate in good faith a potential cost-sharing agreement if a relocation is caused solely by a circumstance within the City's sole discretion and control. The relocation will be completed fifteen (15) calendar days after all approvals and permits have been issued by City. Contractor shall not place or locate shelters in any areas within the City's jurisdiction without prior written approval of the City Manager, or his or her designee, or without first obtaining an applicable encroachment permits.

3.8 Termination.

The City may terminate this Agreement, in whole or in part, upon a material default by Contractor in its performance of this Agreement. City's termination for breach shall in no way effect any right of the City to pursue any other remedy available to it under this Agreement or other provision of law.

3.8.1 Material Default. The following shall be determined to be a material default by Contractor: (a) failure to perform its obligations in strict accordance with this Agreement; (b) defaulting on any financing secured by a shelter or bench; (c) financial insolvency or other inability to perform under this Agreement; (d) making or attempting to make any assignment or transfer of its rights under this Agreement in violation of this Agreement; (e) failing to provide or maintain in full force and effect the insurance coverage required by this Agreement; (f) failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement; (g) any fraud or deceit upon the City or upon persons to whom Contractor provides advertising or bus shelter services, as determined by a court of law; or (h) violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its bus shelter and bus bench business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

3.8.2 Notice of Termination; Timing. If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City's notice, otherwise the Agreement shall be

considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

3.9 Obligations Following Termination or Expiration of Agreement.

3.9.1 Ownership of Shelters. Contractor is the owner of the New Shelters during the term of this Agreement.

3.9.2 Removal of Shelters. Upon termination or expiration of this Agreement, as well as any other circumstance requiring removal of any or all shelters erected or maintained by Contractor hereunder, all materials shall be removed from the site, including without limitation, the shelter structures, advertising boxes, benches and wires. The site shall be restored to the condition as it existed prior to installation of the shelter, including complete restoration of any sidewalk or other public or private property.

3.9.3 Acquisition of Shelters by City. If requested by the City, all shelters and other structures or improvements placed by Contractor under this Agreement, including without limitation, the shelter structures, advertising boxes, benches and wires, may be acquired by City upon termination or expiration of this Agreement, on terms mutually acceptable to the City and Contractor. If the City and Contractor are unable to agree upon such mutually acceptable terms within thirty (30) days following notice by either party to commence such discussions, Contractor shall remove the shelters, structures and other improvements in accordance with the terms hereof.

3.9.4 Advertisers. Prior to the effective date of termination or expiration of this Agreement, Contractor shall give notice of termination to all its existing advertisers. Upon the effective date of termination or expiration of this Agreement, Contractor shall remove all advertising and, if applicable and upon request by City, assign all advertising contracts and revenues to the City upon the terms and conditions mutually agreed upon by the parties.

3.10 Insurance.

3.10.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section, including adding the City as an additional insured.

3.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from the acts or omissions of the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its

subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, property damage and completed operations. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the acts or omissions of Contractor, its officials, officers, employees, agents, consultants and contractors regarding the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to the liabilities assumed by Contractor under this Agreement.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials,

officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to such autos.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.5 Self-Insurance Retentions. Any self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed and admitted to do business in California, and satisfactory to the City.

3.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences.

3.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work or services under this Agreement wherein claims have been made against City or City has been named.

3.11 Miscellaneous Provisions.

3.11.1 City Logo. City shall supply Contractor with a City logo if the City wishes to affix its logo to the New Shelters. The City logo shall be configured such that it may be installed on the New Shelter roof fascia. Contractor will install the City logo at its sole cost and expense. City shall be responsible for the repair and maintenance of the logo beyond the regular cleaning associated with the New Shelter maintenance.

3.11.2 Independent Contractor. Contractor is an independent contractor and not an employee of the City. All construction and maintenance personnel shall be employees of Contractor and not employees of City. Contractor shall pay all salaries and wages of such personnel, employer's social security taxes, unemployment insurance and similar taxes relating to employees, and shall be responsible for all applicable withholding taxes.

3.11.3 Representatives and Notices. The City Manager shall be the representative of the City for purposes of this Agreement, and may issue all consents, approvals, and directives on behalf of City called for by this Agreement, except amendments to this Agreement or except as otherwise expressly provided in this Agreement. The Director of Public Affairs of Contractor's Southern California Division, who is presently Layne Lawson, shall be the sole representative of Contractor for purposes of this Agreement, and may enter into any subordinate Agreements with City pursuant to this Agreement on behalf of Contractor. Notices and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

CONTRACTOR:

Clear Channel Outdoor
Attn: Layne Lawson, Director of Public Affairs
Southern California Division
19320 Harborage Way
Los Angeles, CA 90501

CITY:

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

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.11.4 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer this Agreement or any interest herein, either directly or by operation of law, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or

transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.11.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses. Such indemnity shall apply to, without limitation, any and all claims related to advertising, patent, copyright, and trademark issues or rights. Contractor shall defend, at Contractor's own cost and with counsel of Contractor and City's mutual selection, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.11.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any proceedings brought to interpret or enforce this Agreement shall be maintained solely in the state courts located in Orange County, California, or in the federal courts for the Central District of California.

3.11.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, including, without limitation, that agreement entered into between the Parties in 1991. This Agreement contains all of the covenants and understandings between the Parties with respect to the subject matter hereof, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, shall be effective only if executed in writing and signed by City and Contractor.

3.11.8 Third Party Rights. No third party shall be deemed to have any rights hereunder against any of the Parties hereto as a result of this Agreement.

3.11.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.11.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.11.12 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.11.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.11.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.11.16 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.11.17 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-

insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.11.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.11.20 Prior Approval Required. Contractor shall not subcontract any portion of the work or services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.11.21 Standard of Care. Contractor shall perform all work and services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor represents that all employees and subcontractors shall have sufficient skill and experience to perform the work or services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work or services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11.22 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with this Agreement. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.23 Safety. Contractor shall execute and maintain its work and services so as to avoid injury or damage to any person or property. In carrying out its work and services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.24 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.11.25 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

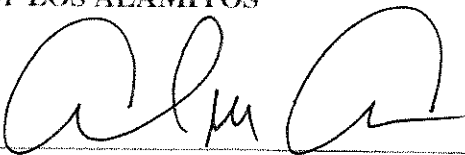
3.11.26 Right of First Refusal. During the term of this Agreement, City may request Contractor to provide additional advertising or non-advertising bus shelters under the same terms of this Agreement and in accordance with applicable law. Approval of such additional bus shelters shall be by mutual written consent, in the form of a written amendment to this Agreement as provided for in Section 3.1.1 and 3.11.12. If Contractor refuses City's request, nothing in this Agreement shall be construed to prevent the City from purchasing or installing additional advertising or non-advertising bus shelters at other locations within its jurisdiction, either through an agreement with another independent contractor or on its own, under any terms within the City's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

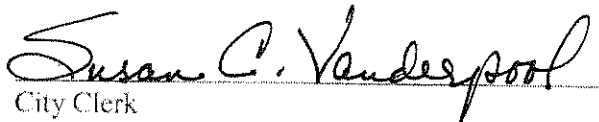
[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

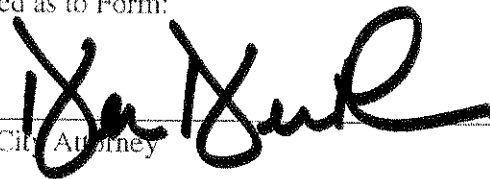
By:


Mayor

Attest:


City Clerk

Approved as to Form:


City Attorney

CLEAR CHANNEL OUTDOOR, INC.

By:

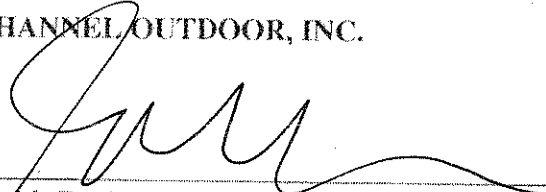

Greg McGrath
President, Southern California Division

EXHIBIT "A"
DESIGN OF NEW SHELTERS

**[SEE PAGES A-1 THROUGH A-2
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**

A-1

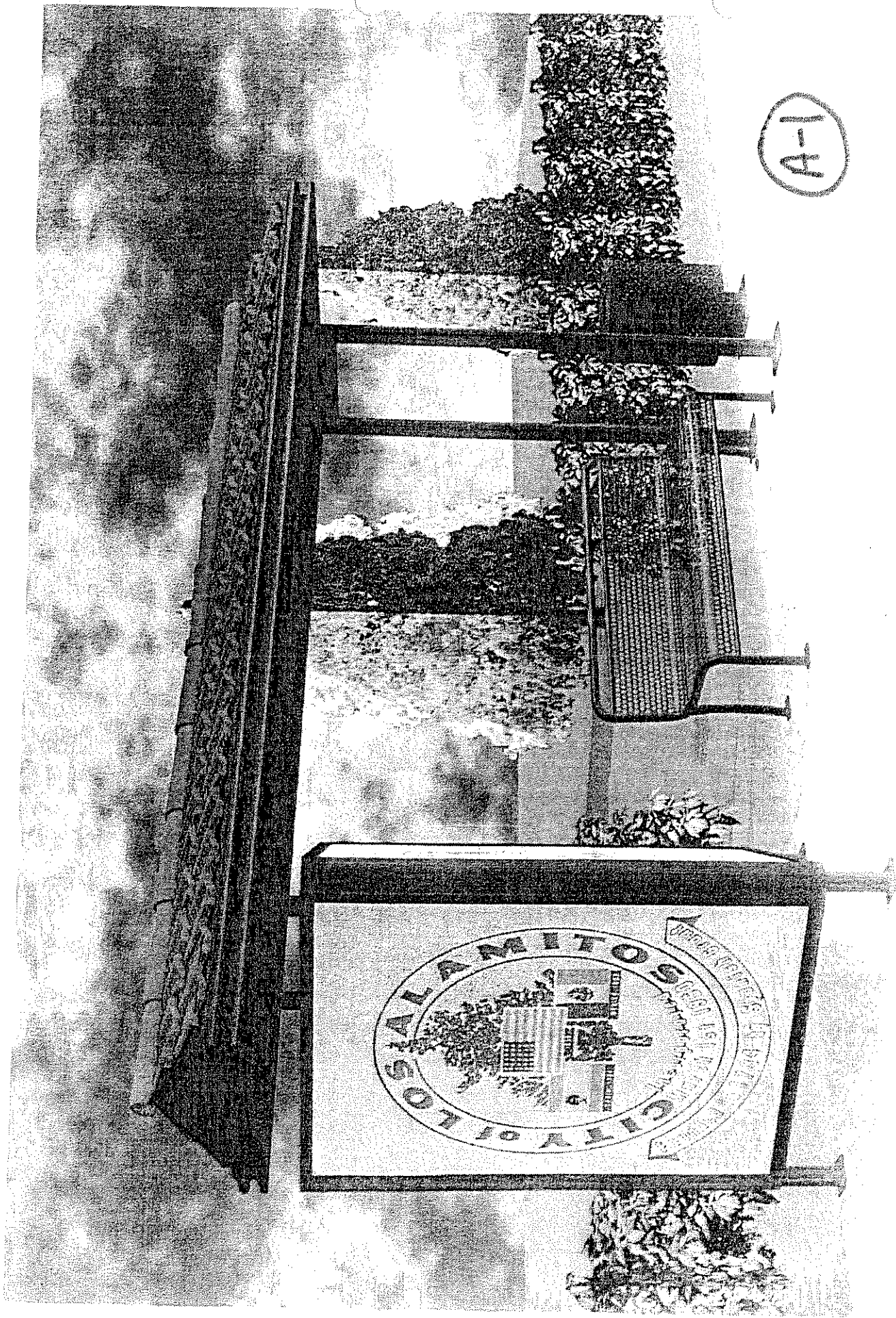


EXHIBIT "B"
LOCATIONS OF NEW SHELTERS

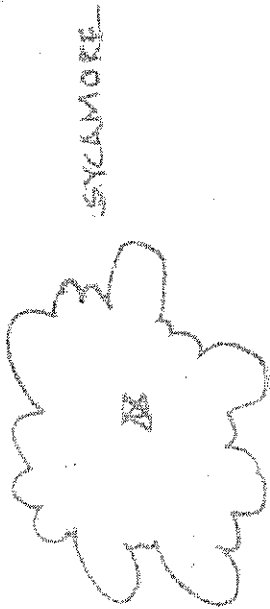
**[SEE PAGES B-1 THROUGH B-20
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**

BUS SHELTER LOCATIONS

LOCATION		DESCRIPTION
1	Eastbound Katella Ave. opp. Civic Center Dr.	13' shelter w/48" ad box
2	Southbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
3	Southbound Los Alamitos Bl. Opp. Farquhar Ave.	13' shelter w/48" ad box
4	Southbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
5	Southbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
6	Northbound Los Alamitos Bl. FS Bradbury Ave.	13' shelter w/48" ad box
7	Northbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
8	Northbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
9	Northbound Los Alamitos Bl. FS Farquhar Ave.	13' shelter w/48" ad box
10	Eastbound Katella Ave. FS Noel St.	13' shelter w/48" ad box
11	Westbound Katella Ave. FS Portal Dr.	13' shelter w/48" ad box
12	Northbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
13	Northbound Los Alamitos Bl. Opp. Catalina St.	13' shelter w/48" ad box
14	Westbound Katella Ave. FS Walnut St.	13' shelter w/48" ad box
15	Southbound Bloomfield St. FS Ball Rd.	13' shelter w/48" ad box
16	Eastbound Katella Ave. FS Wallingsford Ave.	13' shelter w/48" ad box
17	Eastbound Katella Ave. NS Maple St.	13' shelter w/48" ad box
18	Eastbound Katella Ave. opp. Walker St.	13' shelter w/48" ad box
19	Westbound Katella Ave. FS Lexington Dr.	13' shelter w/48" ad box

B-1

$\frac{1}{4}'' = 1'$
N



LAWN

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

CURB

LAWN

NO. 1.

SB KATELLA AVE. OPP. CIVIC CENTER PK.

BUS STOP

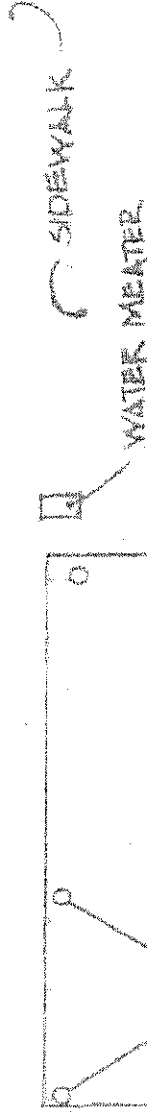
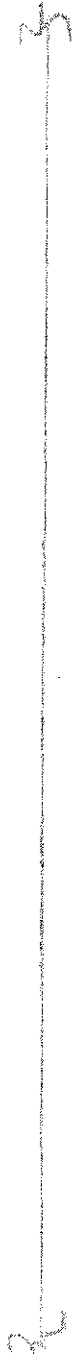
B-2

FISH CO. PARKING LOT

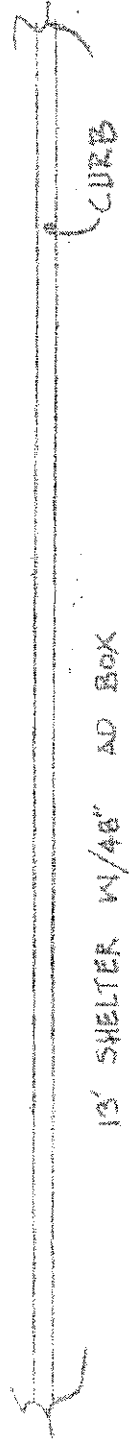


4" = 1'

LAWN



LIGHT POLE



13' SHELTER W/48" AD BOX

CURB

BUS STOP

SR LOS ANGELES BLVD. VS KATELLA

NO. 2

B-3

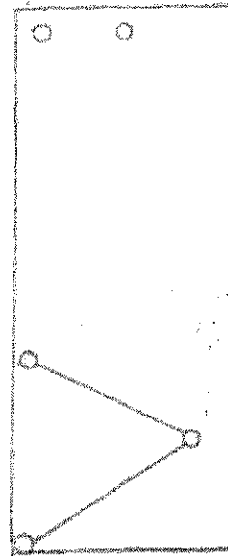
1/4" = 1'

BRICK WALL

SIDEWALK

LAWN

VALVE BOX



3

CURB

13' SHELTER W/48" AD BOX

BUS STOP SE LOS ALAMITOS OPP. FARQUHAR NO. 3.

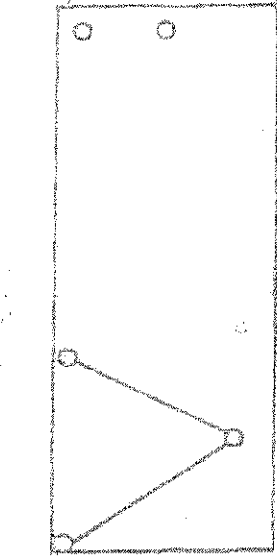
B-4

7

$K' = 1'$

BRICK WALL

SIDEWALK



LAWN

CREPE MYRTLE

13' SHELTER W/48" AD BOX

CURB

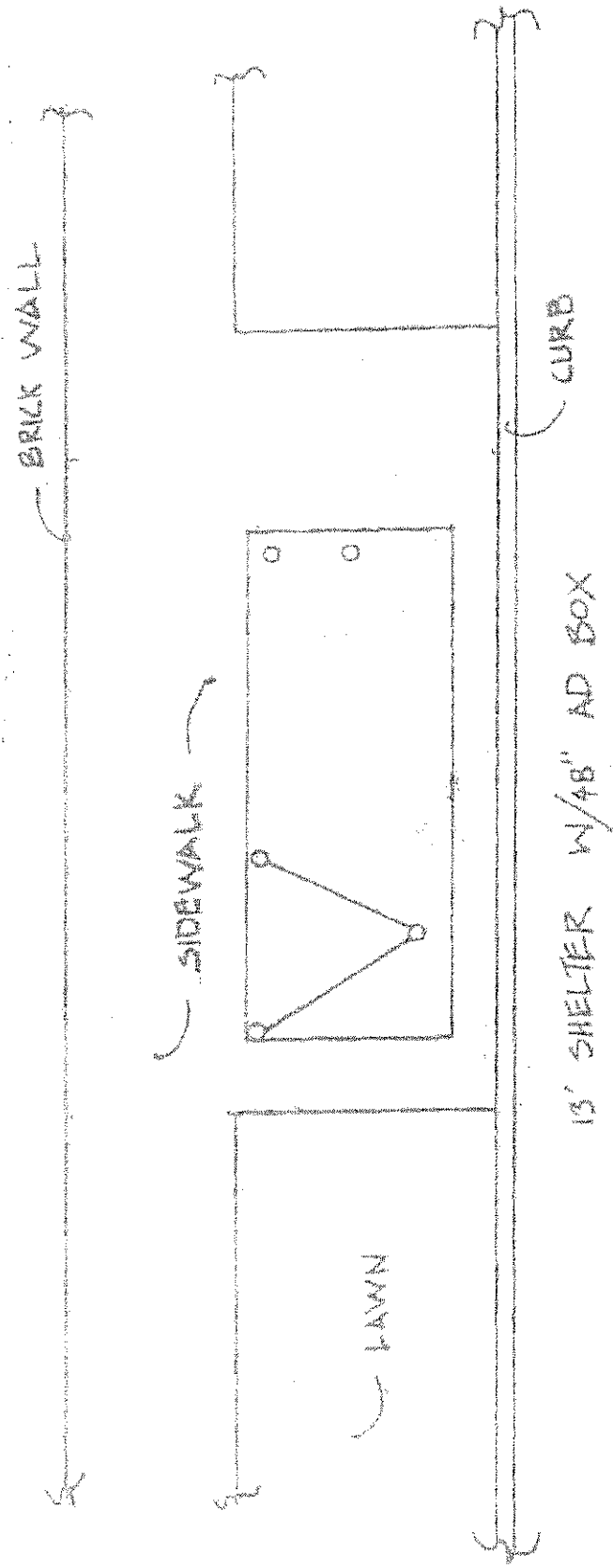
BUS STOP

SB LOS ALAMITOS FS ORANGEWOOD

NO. 4

B-5

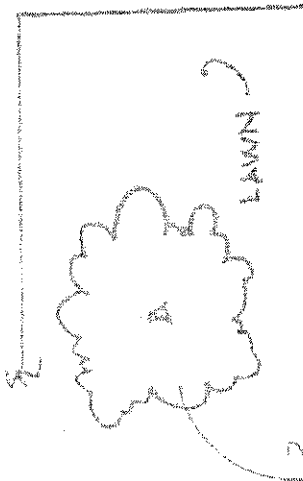
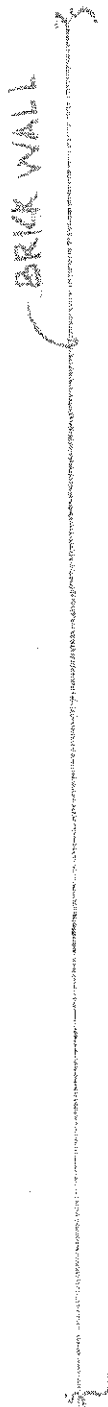
$\frac{1}{4}'' = 1'$



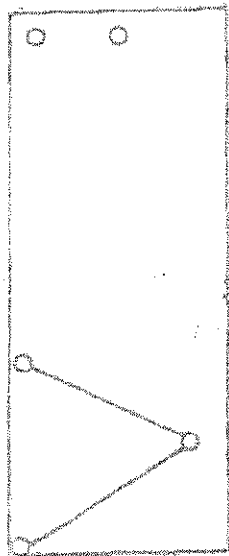
B-6 BUS STOP SB LOS ALAMITOS FS ROSSMOOR NO. 5.



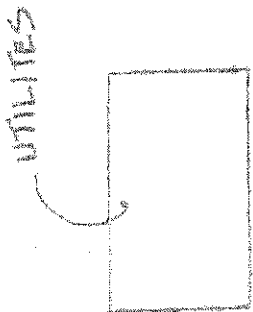
$Y_{20} = 1'$



CAPE MYRTLE



13' SHELTER W/48" AD BOX



CURB

6-7

BUS STOP

NB LOS ALAMITOS FS BRADBURY

NO. 6.

Scale 1" = 10'

1/4" = 1'

BRICK WALL

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

CURB

BILLS STOP

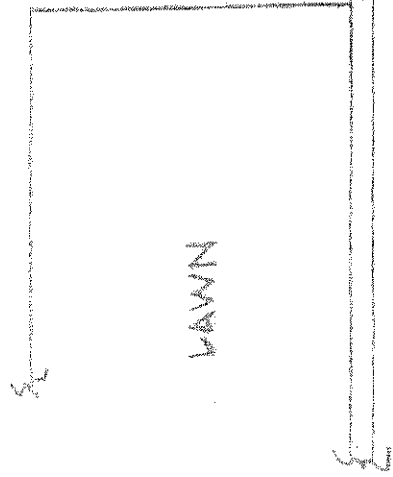
NB LOS ALAMITOS FS ROSSMOOR WAY NO 7.

B-23-8

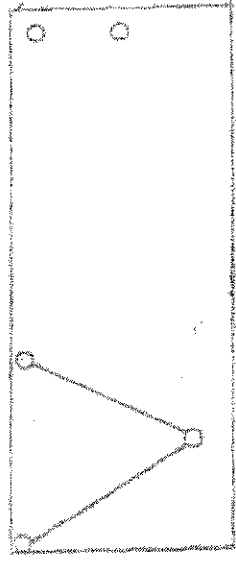
1/2" = 1'



SIDEWALK



LAWN



13' SHELTER W/ 18" AD BOX CURB

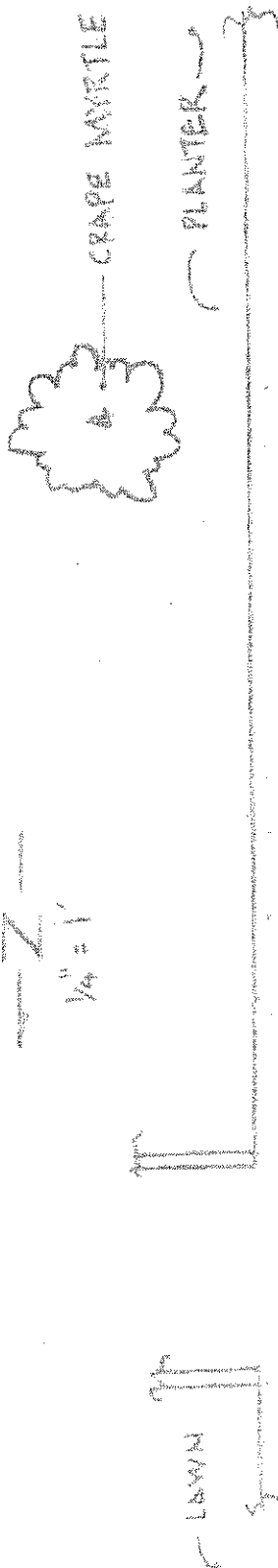
20-9

BLISS STOP

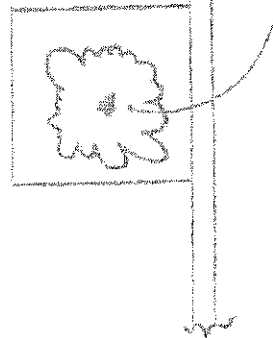
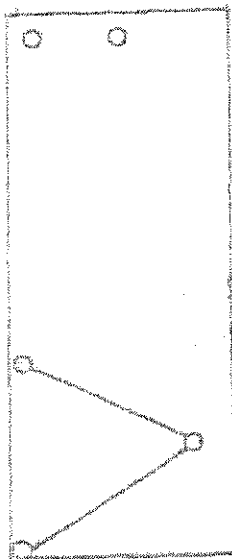
NB LOS ALAMITOS FS ORANGEWOOD

NO. 8.

1/4" = 1'



SIDEWALK



CHINESE ELLM

CURB

13' SHELTER W/48" AD BOX

B-10

BIG STOP

NB LOS ALAMITOS IS FARGUWAY

NO. 9.

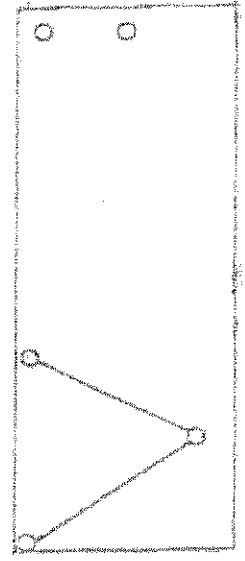
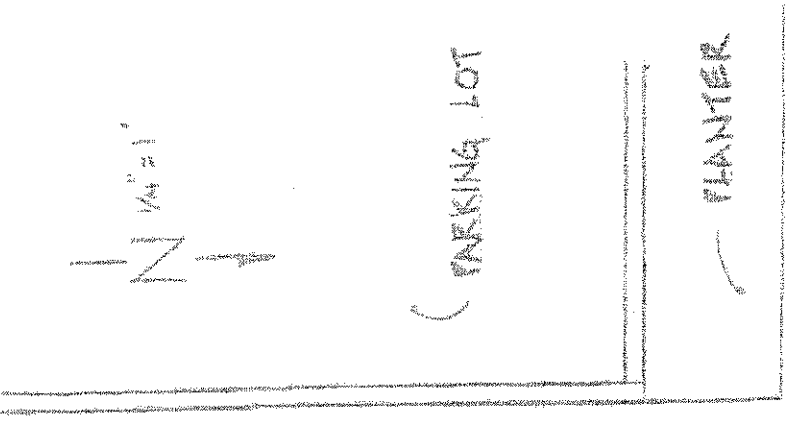
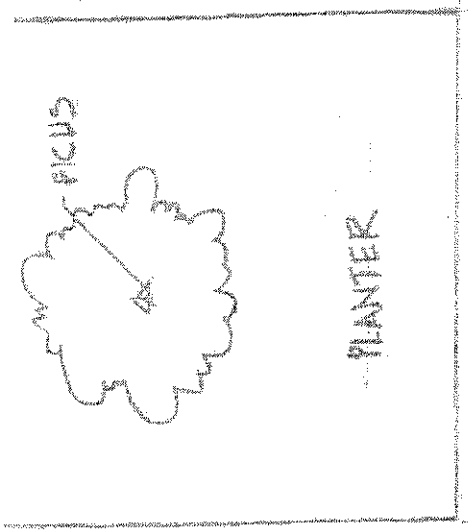
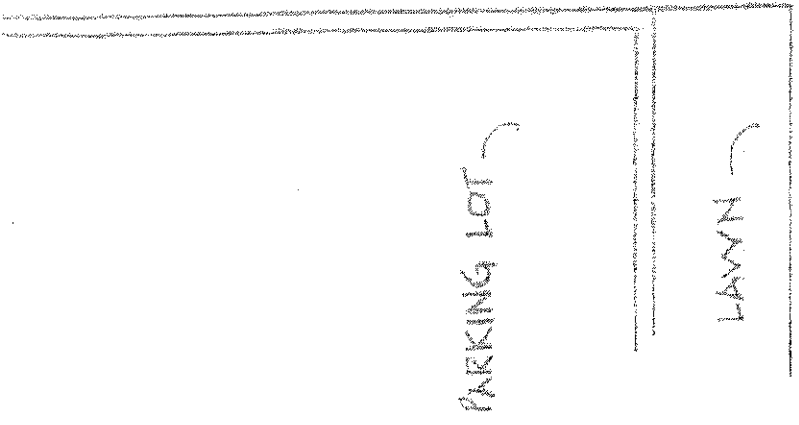
20
B-III

BILLS STOP

13' SHELTER W/48" AD BOX

SA, KATELLA & NDEL

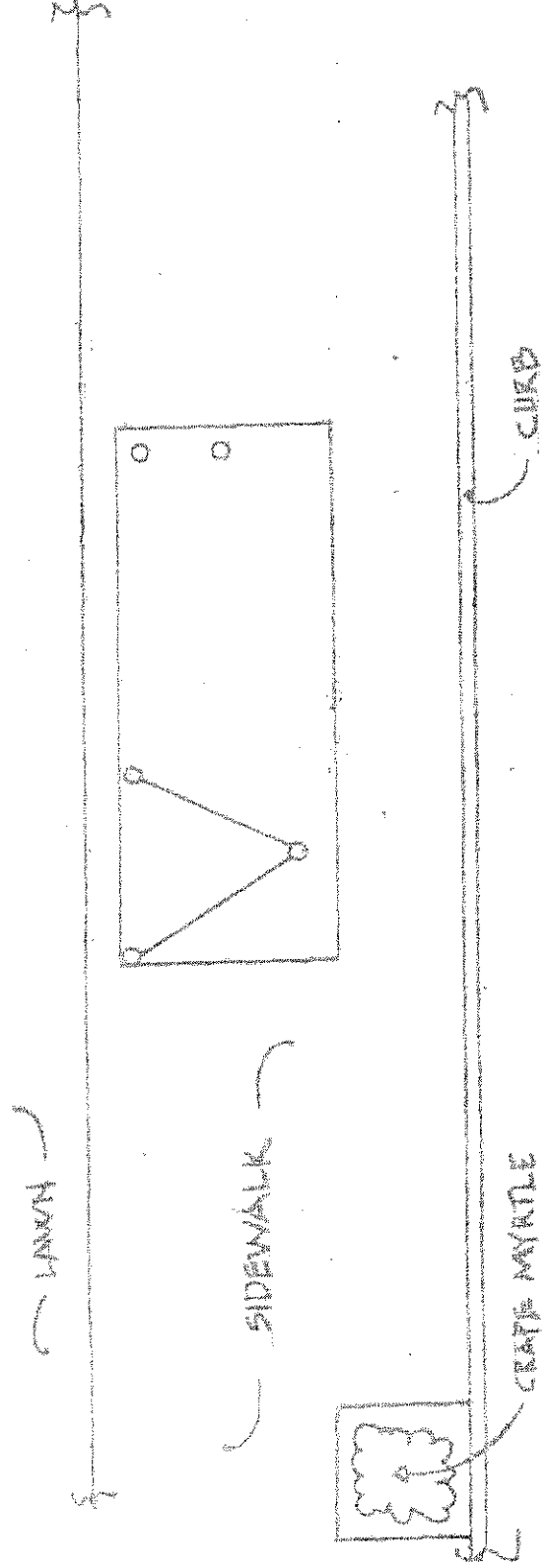
NO. ~~18~~ 10



SIDEWALK

1 N 1/4 = 1"

SYCAMORE



13' SHELTER W/48" AD BOX

(B-12)

B-11/5 STOP

WES KATELLA IS PORTAL

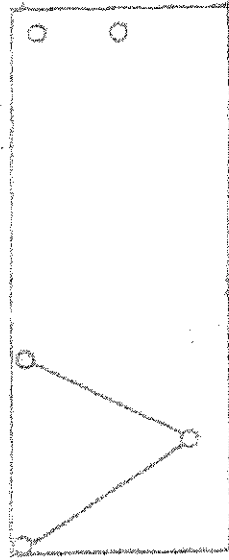
NO. 12. 11

1/4" = 1'

1/4" = 1'

3

LAWN



SIDEWALK

3

13' SHELTER W/ 48" AD BOX

CURB

B-13

BUS STOP

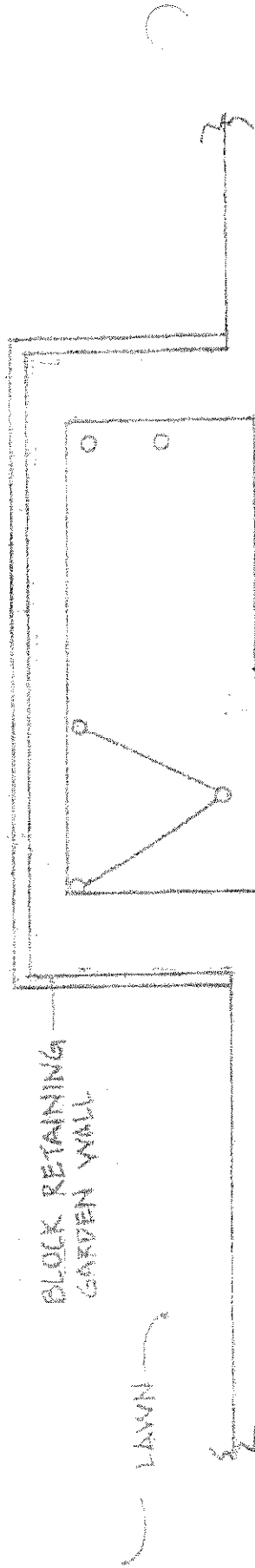
NB LOS ALMITOS

ES KATELLA

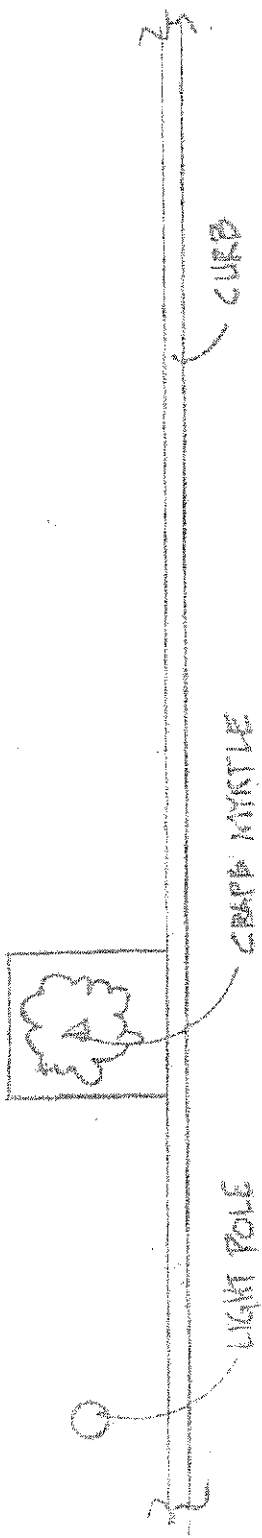
NO. 12



1/4" = 1'



SIDEWALK



13' SHELTER w/48" AD BOX

B-14

BUS STOP

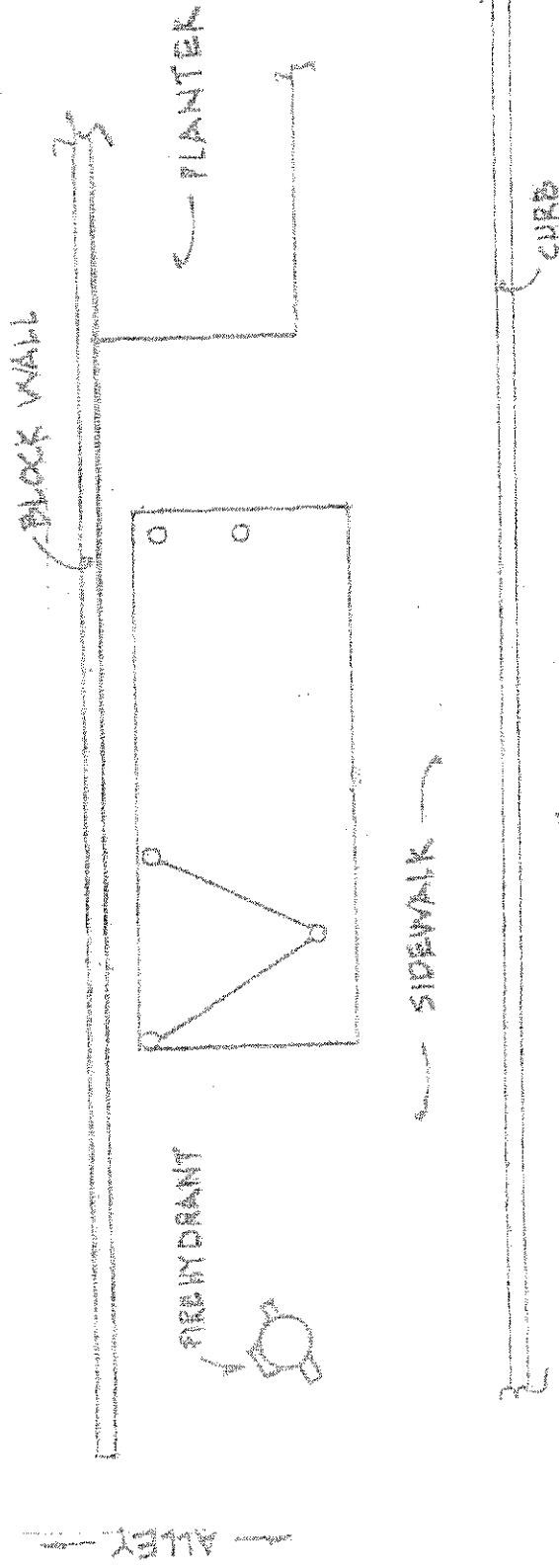
NB

LOS ALAMITOS OPP. CATALINA (GANAHL LUMBER)

NO. 14

13.

↑ N
V_{max} = 1'



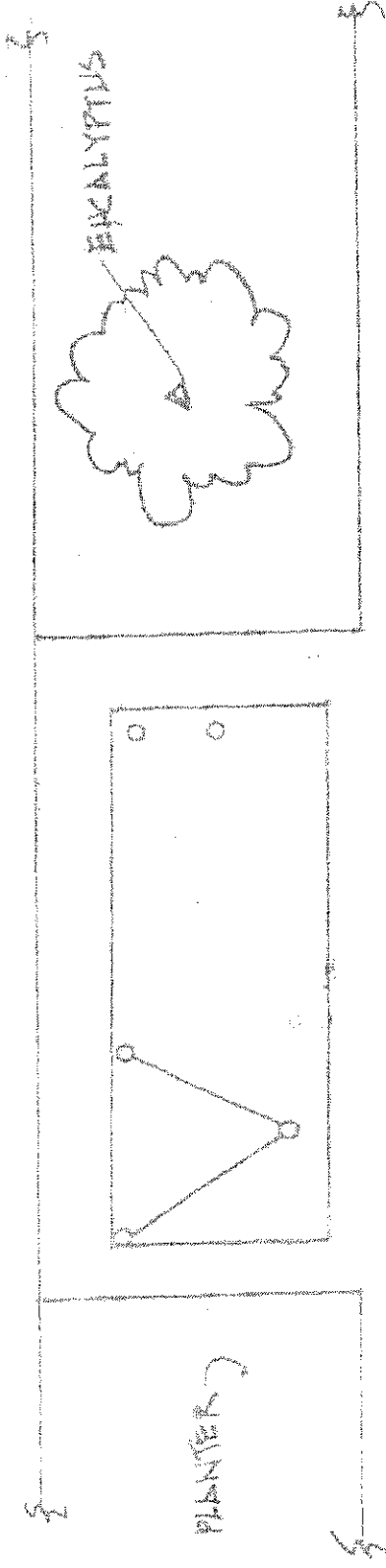
13' SHELTER W/48" AD BOX

(B-15²⁶)

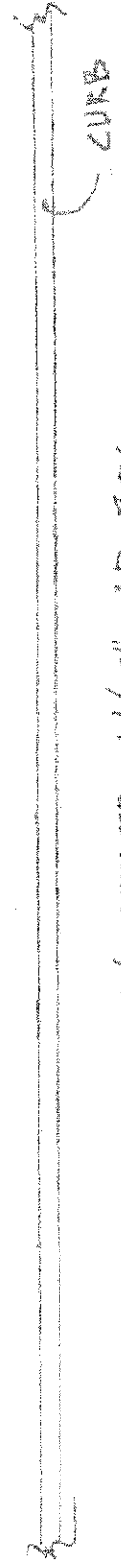
BUS STOP

WB KATELLA FS WALNUT

NO. 20. 14



SIDEWALK



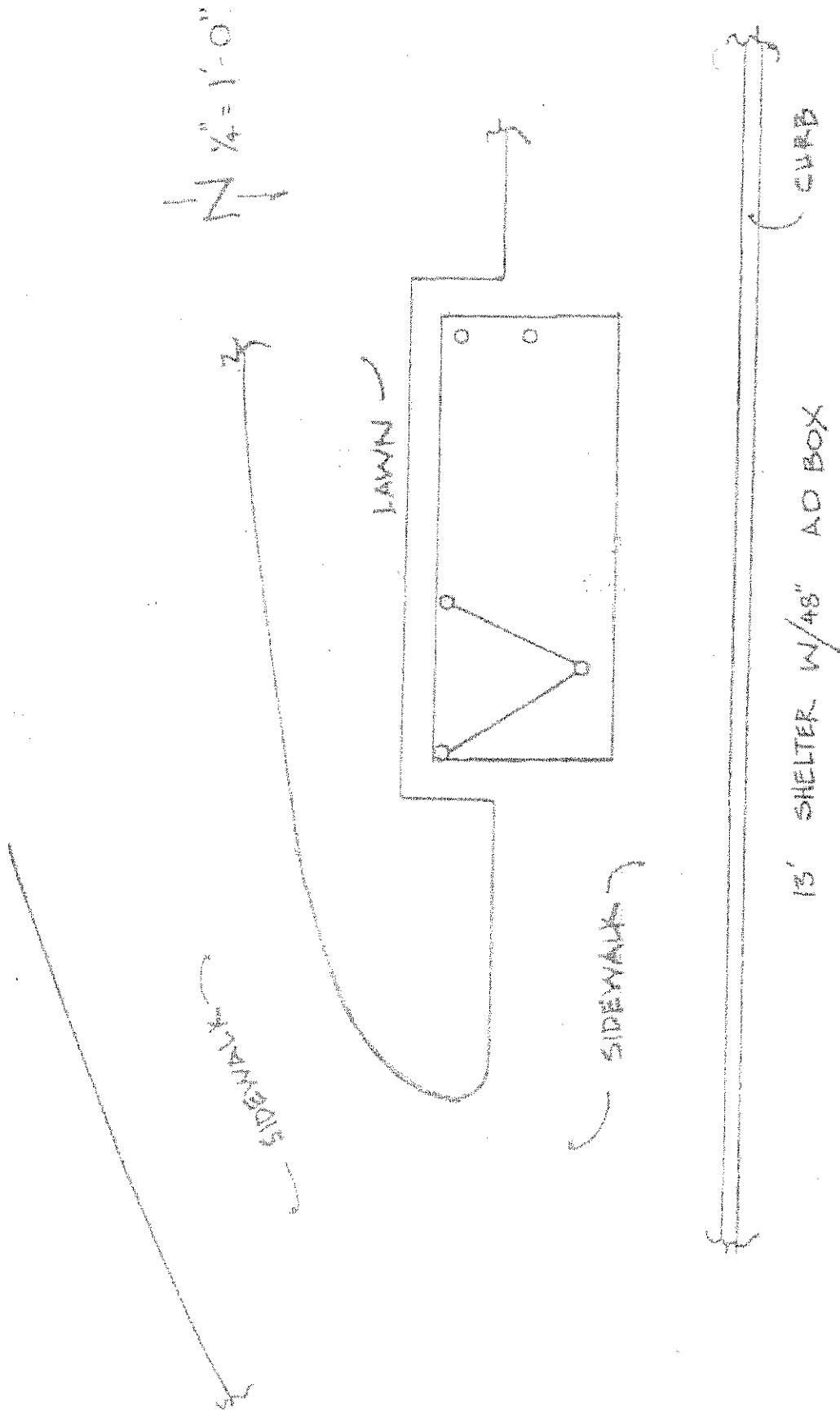
13' SHELTER W/48" AD BOX

1/4" = 1'-0"

BUS STOP

SB BLOOMFIELD FS BALL NO ~~22~~ 15

B-16

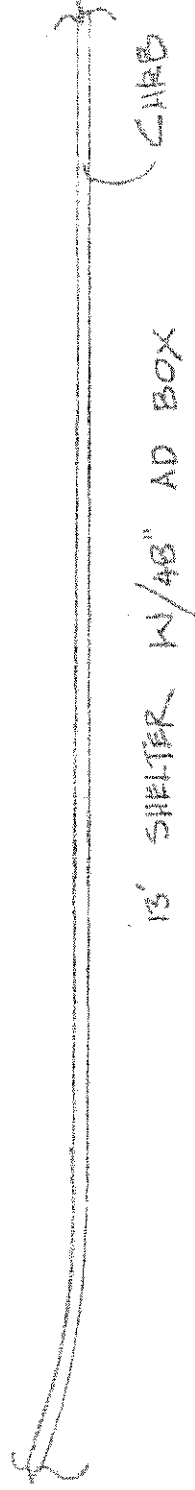
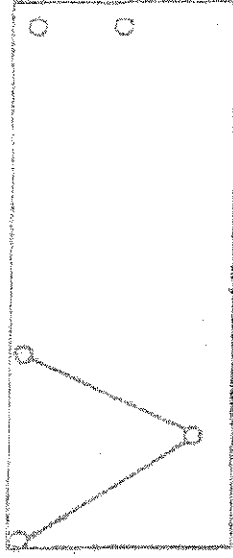
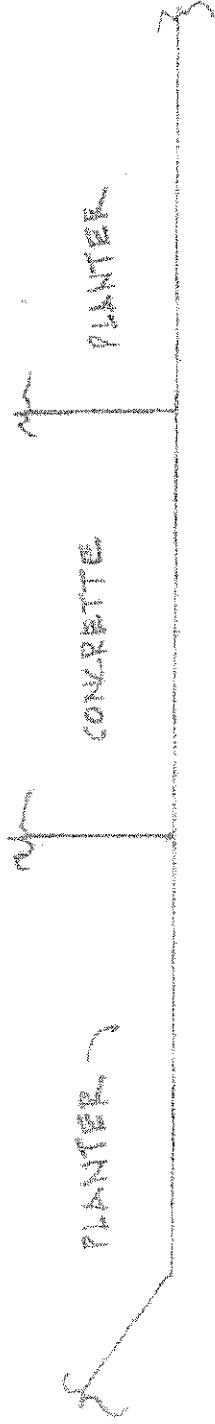


BUS STOP

EB. KATELLA FS WALINGSFORD NO. 26 16

(B-17)

1/4" = 1'-0"

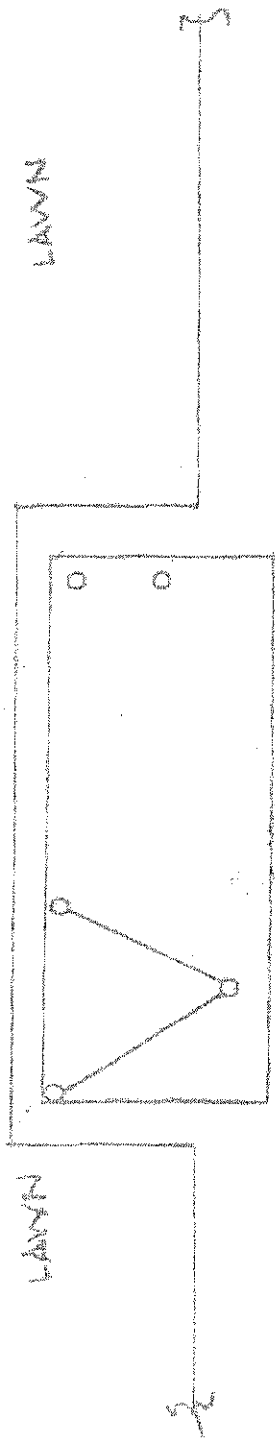


BUS STOP

E.B. KATELLA NS MAPLE NO. 2X 17

6-18

1/4" = 1'-0"



13' SHELTER W/48" AD BOX

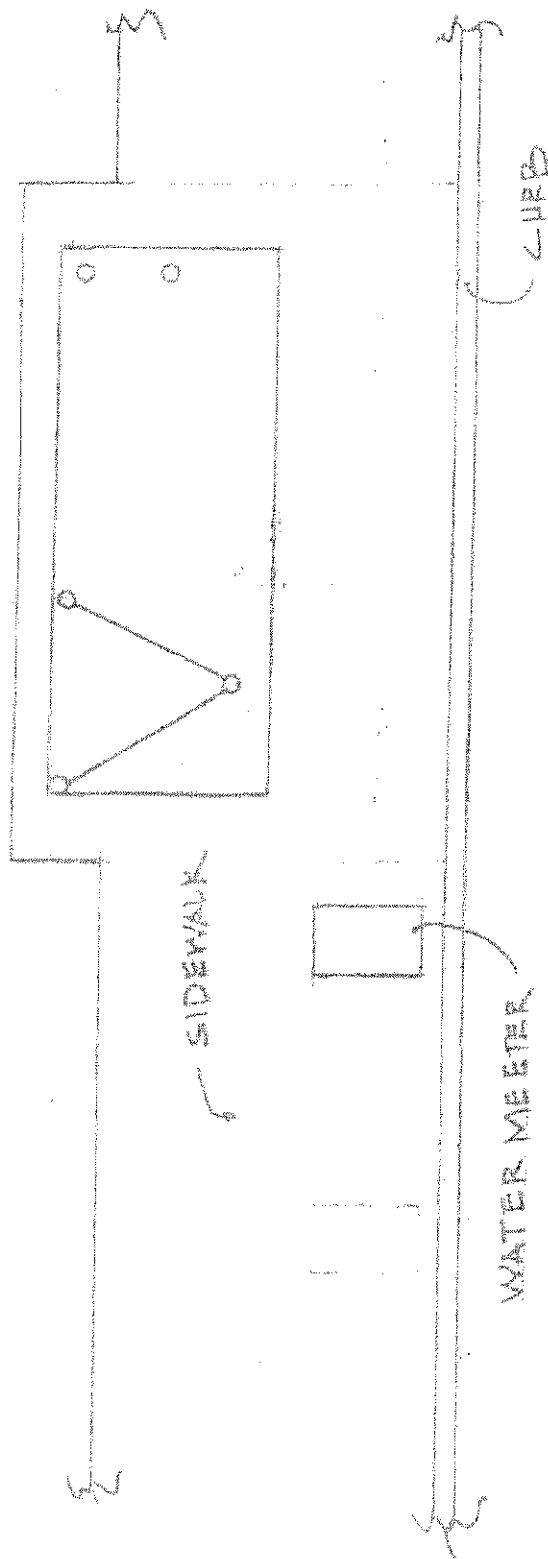
BUS STOP

EB. KATELLA OPP WALKER

NO. ~~37~~ 18

6-19
48

N 1/4" = 1'-0"



BUS STOP

W. B. KATELLA FS LEXINGTON NO. 33 19

B-20

EXHIBIT "C"
CONTRACTOR CODE OF ADVERTISING PRACTICES

**[SEE PAGE C-1
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**



CODE OF ADVERTISING PRACTICES

Clear Channel Outdoor for over a century has been committed to delivering our advertiser's message to the consumer. This role in the arena of public discourse requires both a defense of free speech and a sensitivity to contemporary standards and concerns. Clear Channel Outdoor recognizes the need to balance these demands and therefore adheres to the following code of advertising practices:

- * Establish exclusionary zones which prohibit advertisements of all products illegal for sale to minors that are intended to be read from, or within 500 feet of established places of worship, primary and secondary schools or playgrounds.
- * Continue to assert the right to reject creative content that is misleading, sexually explicit, overly suggestive, or in any way reflects upon the character, integrity, or standing of any organization or individual.
- * Continue our traditional commitment at both the national and local levels to display public service messages for worthy community causes.
- * Encourage diversity of advertised goods and services in all markets.



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 20, 2020

ITEM NUMBER: 9C

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

Via: Leslie Roseberry, Development Services Director

Presented By: Chris Kelley, City Engineer

Subject: Award of Plans and Specifications for Arterial Street Sign Replacement Project (CIP No. 19/20-04)

SUMMARY

This report recommends awarding of a bid to Crosstown Electrical & Data for the construction of the Arterial Street Sign Replacement Project (CIP No. 19/20-04).

RECOMMENDATIONS

1. Award a bid for the Arterial Street Sign Replacement Project (CIP No. 19/20-04) in the amount of \$23,725.00 to Crosstown Electrical & Data and,
2. Authorize the Mayor to execute the contract with Crosstown Electrical & Data for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 5% or \$1,275.00.

BACKGROUND

The City of Los Alamitos proposes to replace all the aging traffic signal overhead arterial street name signs over the next three years. The first year will be along Los Alamitos Boulevard from Katella Avenue to Cerritos Avenue. The new street sign will include the City Logo and spell out City of Los Alamitos on the bottom.

DISCUSSION

Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of: the News-Enterprise and the F.W. Dodge publication known as the "Green Sheet".

Bids for the Arterial Street Sign Replacement Project (CIP No. 19/20-04), were publicly opened on March 4, 2020 at 11:00 am. From the three (3) total bids received, it was determined by Staff that the lowest responsible bid submitted was from Crosstown Electrical & Data with the total bid amount of \$23,725.00. The bid results are provided below:

Crosstown Electrical & Data	\$	23,725.00
Siemens	\$	27,695.00
California Professional Engineering, Inc.	\$	34,625.00
Average	\$	28,681.67

The following represents an approximate timeline for the completion of the project which consists of replacing all the aging traffic signal overhead arterial street name signs along Los Alamitos Boulevard from Katella Avenue to Cerritos Avenue for the improvement project:

- 04/20/2020 Award of Contract
- 05/18/2020 Start of construction
- 06/01/2020 End of construction

FISCAL IMPACT

Total cost for the projects is estimated to be \$25,000. The construction budget for the project was bid at \$23,725.00 with an additional \$1,275.00 for contingency and inspection. Available funding for the project is provided by Measure M in the amount of \$25,000.

Submitted by: Chris Kelley, City Engineer

Reviewed by: Leslie Roseberry, Interim Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

- Attachments:*
1. *Articles of Agreement for CIP No. 19/20-04*
 2. *Bid Breakdown*
 3. *CIP No. 19/20-04 Specifications*

ARTICLES OF AGREEMENT

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO CIP 19/20-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 19/20-04, (“AGREEMENT”) is made and entered into for the above-stated project this 20th of April, 2020, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CROSSTOWN ELECTRICAL & DATA, INC., a California corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 19/20-04 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Twenty-Three Thousand, Seven Hundred Twenty-Five and Zero Cents (\$23,725.00), unless specifically approved in advance and in writing by AGENCY.

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost

of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of

CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: David P. Heermance

CITY OF LOS ALAMITOS

CROSSTOWN ELECTRICAL & DATA, INC.

3191 Katella Avenue

5454 Diaz Street

Los Alamitos, CA 90720

Irwindale, CA 91706

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

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

CONTRACTOR:

Crosstown Electrical & Data, Inc.

David P. Heermance, President
Contractor’s License No. 756309

Subscribed and sworn to this _____ day of _____, 2020.

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Richard Murphy, Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO CIP 19/20-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Crosstown Electrical & Data Inc. as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of Twenty-Three Thousand, Seven Hundred Twenty-Five and Zero Cents (\$23,725.00), which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

This bond shall ensure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2020.

Contractor*

David P. Heermance, President
Crosstown Electrical & Data, Inc.
5454 Diaz Street
Irwindale, CA 91706
(626) 813-6693

Surety*

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

Subscribed and sworn to this ____ day of _____, 2020.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO CIP 19/20-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that Crosstown Electrical & Data, Inc. hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum Twenty-Three Thousand, Seven Hundred Twenty-Five and Zero Cents (\$23,725.00), which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 19/20-04, which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 2020.

Contractor* David P. Heermance, President
 Crosstown Electrical & Data, Inc.
 5454 Diaz Street
 Irwindale, CA 91706
 (626) 813-6693

SURETY*.....

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

Subscribed and sworn to this ____ day of _____, 2020

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO CIP 19/20-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Eleven Thousand Eight Hundred Sixty-Two and Fifty Cents (\$11,862.50), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2020.

Contractor*

David P. Heermance, President
Crosstown Electrical & Data, Inc.
5454 Diaz Street
Irwindale, CA 91706
626-813-6693

SURETY*

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

Subscribed and sworn to this day of....., 2020.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

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

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____ Crosstown Electrical & Data, Inc.
(Contractor)

By: _____
(Signature)

(Title)

Attest:
By: _____
(Signature)

(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO CIP 19/20-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO CIP 19/20-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

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

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

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

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

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

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

CITY OF LOS ALAMITOS
ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT
SPECIFICATION NO. CIP 19/20-04

BID OPENING: November 21, 2019 AT 11:00 AM

Attachment 2

				CROSSTOWN ELECTRICAL & DATA, INC.		SIEMENS		CALIFORNIA PROFESSIONAL ENGINEERING, INC.	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Remove and replace existing overhead street name sign with new non-illuminated retro-reflective street name sign per plan	17	EA	949.00	\$16,133.00	1,151.00	\$19,567.00	1,385.00	\$23,545.00
		TOTAL			\$16,133.00		\$19,567.00		\$23,545.00

**SCHEDULE B - ADDITIVE
ALTERNATIVE ARTERIAL
OVERHEAD STREET NAME
SIGN REPLACEMENT
PROJECT**

ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Remove and replace existing overhead street name sign with new non-illuminated retro-reflective street name sign per plan	8	EA	949.00	\$7,592.00	1,016.00	\$8,128.00	1,385.00	\$11,080.00
		TOTAL			\$7,592.00		\$8,128.00		\$11,080.00

SCHEDULE A	TOTAL			\$16,133.00		\$19,567.00		\$23,545.00
SCHEDULE B	TOTAL			\$7,592.00		\$8,128.00		\$11,080.00
PROJECT TOTAL				\$23,725.00		\$27,695.00		\$34,625.00

UTILITY CONTACTS:

CENCO REFINING CO. (562) 944-6111
ORANGE COUNTY SANITATION DIST. (714) 962-2411
PACIFIC BELL (714) 666-5716
ROOSMOOR/LOS ALAMITOS SEWER DIST. (562) 431-2223
SOUTHERN CALIFORNIA EDISON CO. (562) 981-8205
SOUTHERN CALIFORNIA GAS CO. (714) 634-3133
SOUTHERN CALIFORNIA WATER CO. (714) 535-8010
TIME-WARNER COMMUNICATION (714) 895-6886
UNDERGROUND SERVICE ALERT (800) 422-4133
VERIZON (704) 375-6719

ABBREVIATIONS

AB	AGGREGATE BASE	MSE	MECHANICALLY STABILIZED EARTH
AC	ASPHALT CONCRETE	NIC	NOT IN CONTRACT
ANG	ANGLE	NTS	NOT TO SCALE
AP	ANGLE POINT	NW	NORTHWEST
ASPH	ASPHALT	O.C.	ON CENTER, OWNERS CONDUIT
BEG	BEGIN	OG	ORIGINAL GROUND
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE/
CAB	CRUSHED AGGREGATE BASE		POINT OF COMPOUND CURVATURE
C/L	CENTER LINE	P/L	PROPERTY LINE
C&G	CURB & GUTTER	PROP	PROPOSED
CLR	CLEAR	PVI	POINT OF VERTICAL INFLECTION
CONST	CONSTRUCT	RW	RECLAIMED WATER
D/W	DRIVEWAY	S	SANITARY SEWER
ESMT	EASEMENT	SCE	SOUTHERN CALIFORNIA EDISON
EP	EDGE OF PAVEMENT	SE	SOUTHEAST
EL	ELEVATION	SD	STORM DRAIN
EX\EXIST	EXISTING	STA	STATION
FF	FINISHED FLOOR	STD	STANDARD
FO	FIBER OPTIC CABLE	SPPWC	STANDARD PLANS FOR
FS	FINISHED SURFACE		PUBLIC WORKS CONSTRUCTION
FL	FLOW LINE	TBD	TO BE DETERMINED
H	HEIGHT	TC	TOP OF CURB
HMA	HOT MIX ASPHALT	TD	TOP OF DITCH
HP	HINGE POINT	TF	TOP OF FOOTING
INV	INVERT	TLP	TOP OF LEVELING PAD
JPCP	JOINTED PLAIN	TRANS	TRANSITION
L	CONCRETE PAVEMENT LENGTH	TW	TOP OF WALL
LOL	LAYOUT LINE	TYP	TYPICAL
MAX	MAXIMUM	UGU	UNDERGROUND UTILITIES
MBGR	METAL BEAM GUARD RAILING	VAR	VARIES
MIN	MINIMUM	W	WIDTH, WATER

AGENCIES TO BE NOTIFIED:

1. CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100

2. LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255

3. ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026

4. LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547

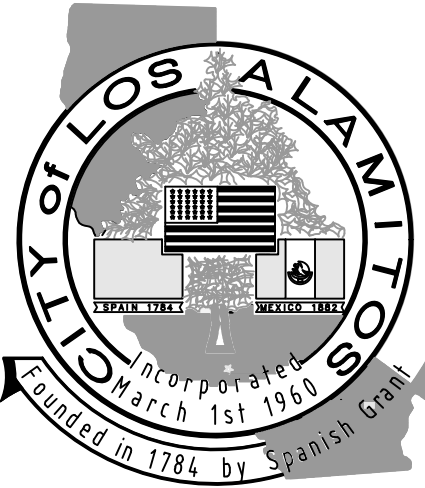
5. ROOSMOOR/LOS ALAMITOS AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
6. LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700

7. OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912

8. CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700

9. CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383

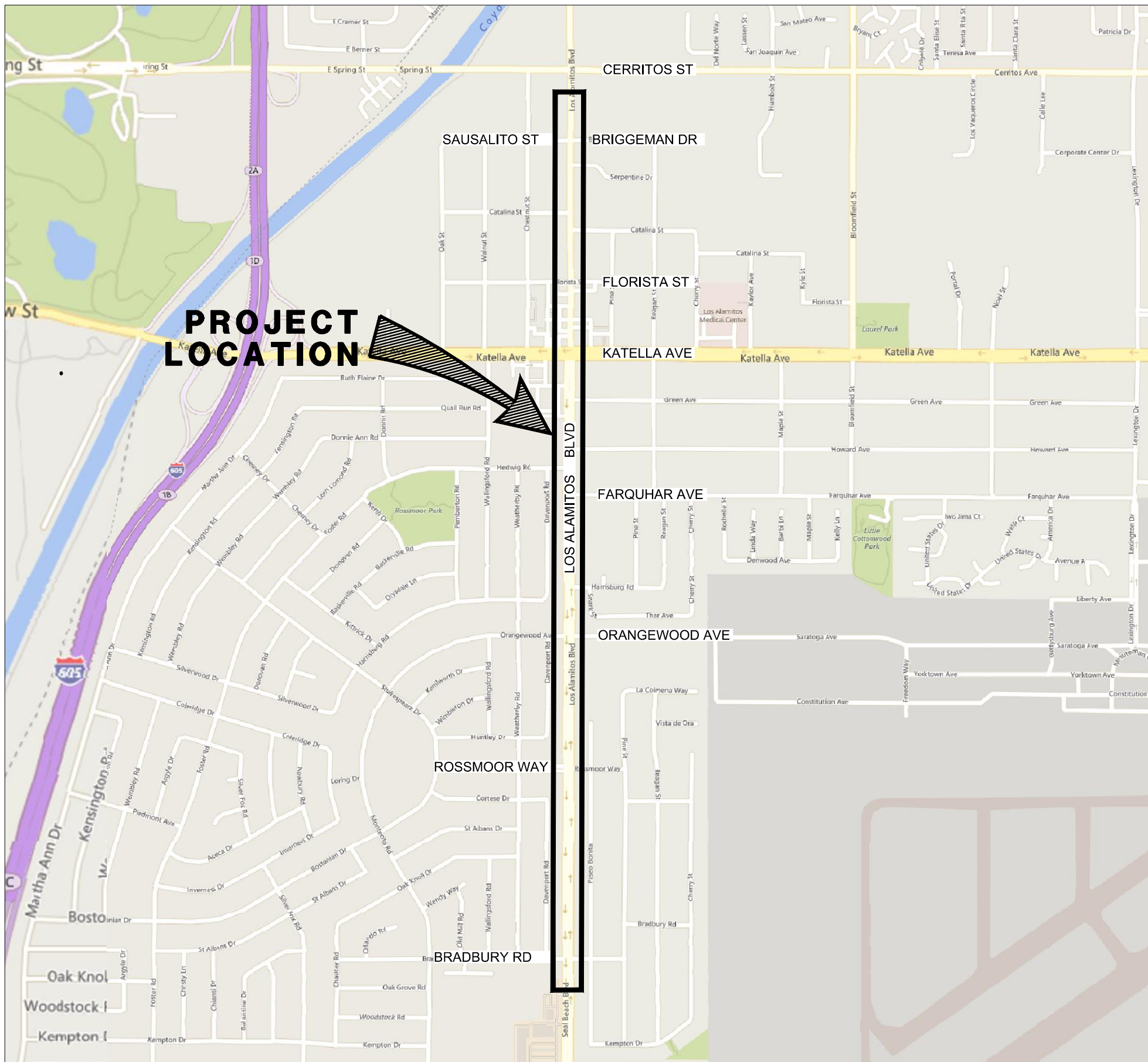
10. ROOSMOOR COMMUNITY SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROOSMOOR, CA 90720
(562) 431-0525



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME
SIGN REPLACEMENT PROJECT

PROJECT NO. CIP 19/20-04



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2	STREET NAME SIGN REPLACEMENT PLAN

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.



REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

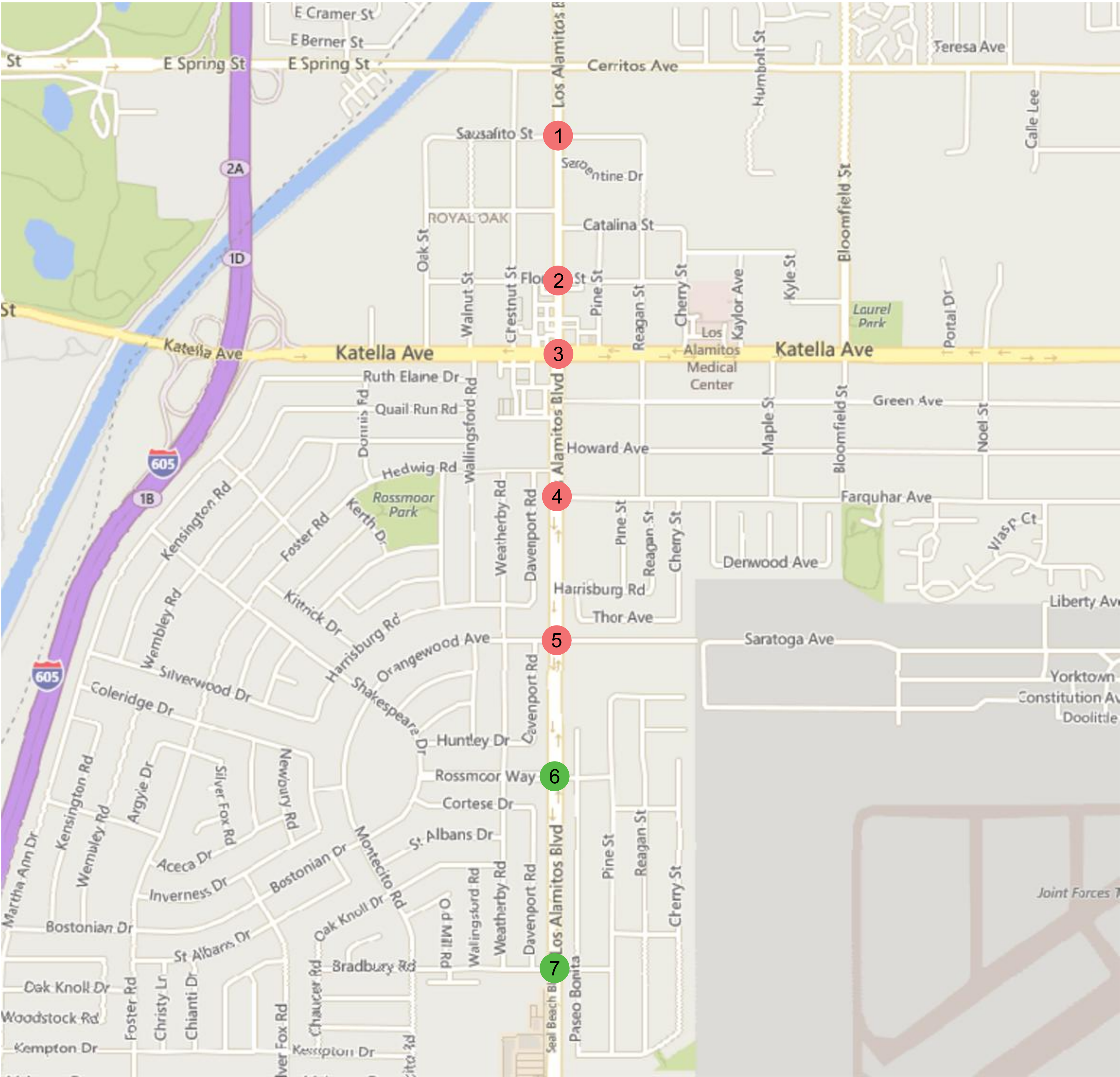
APPV'D



DRAWN BY	MH	11/6/2019
CHECKED BY	JL	11/6/2019
DESIGNED BY	FI	11/6/2019
APPROVED	<i>Fernando Tranter</i> City Engineer	11/6/2019 Date

CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME SIGN
REPLACEMENT PROJECT



LEGEND

- REMOVE AND REPLACE EXISTING OVERHEAD STREET NAME SIGNS WITH NEW PER DETAIL "A" . NUMBER OF SIGNS PER TABLE 1. SIGN DETAIL PER TABLE 3.
- REMOVE AND REPLACE EXISTING OVERHEAD STREET NAME SIGNS WITH NEW PER DETAIL "A" . NUMBER OF SIGNS PER TABLE 2. SIGN DETAIL PER TABLE 3.

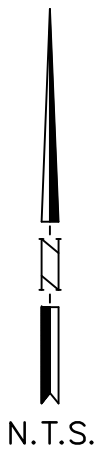


TABLE 1 - BASE BID SCHEDULE "A"

STREET NAME SIGN QUANTITY				
No.	Primary Street	Number of Signs	Secondary Street	Number of Signs
1	Los Alamitos Blvd	0	Briggeman Dr ➡	1
			↙ Sausalito St	1
			↙ Briggeman Dr	
2	Los Alamitos Blvd	2	Florista St	2
3	Los Alamitos Blvd	2	Katella Ave	2
4	Los Alamitos Blvd	1	Farquhar Ave ➡	1
			↙ Farquhar Ave	1
5	Los Alamitos Blvd	2	Orangewood Ave	2
TOTAL QUANTITY PER BASE BID SCHEDULE "A"				17

TABLE 2 - ADDITIVE ALTERNATIVE BID SCHEDULE "B"

STREET NAME SIGN QUANTITY				
6	Los Alamitos Blvd	2	Rossmoor Wy	2
7	Los Alamitos Blvd	2	Bradbury Rd	2
TOTAL QUANTITY PER ADDITIVE ALTERNATIVE BID SCHEDULE "B"				8



DETAIL "A"

TABLE 3 - STREET NAME SIGN DETAIL

ITEM	FONT	SIZE	COLOR	BACKGROUND	MATERIAL
STREET NAME	CENTURY GOTHIC	8"UC/6"LC	WHITE	SULTAN BLUE PANTONE 288C 3630-157	ALUM. PANEL WITH 3M DG3 REFLECTIVE SHEETING
SUFFIX	CENTURY GOTHIC	8"UC/6"LC	WHITE		
"CITY OF LOS ALAMITOS"	CENTURY GOTHIC	2"	WHITE		
CITY LOGO	N/A	8" TALL	N/A		

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.



REVISIONS			
NUMBER	DATE	INITIALS	APP'V'D

REFERENCES



DRAWN BY	MH	DATE	11/6/2019
CHECKED BY	JL		11/6/2019
DESIGNED BY	FI		11/6/2019
APPROVED	<i>Fernando Tran</i>	11/6/2019	
	City Engineer	Date	

CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME SIGN
REPLACEMENT PROJECT

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 20, 2020

ITEM NUMBER: 9D

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Resolution 2020-08 – Approving the Fiscal Year 2020-21 Project List for SB1 Funds in the estimated amount of \$210,000 toward the Suburbia Neighborhood Street Rehabilitation

SUMMARY

To be eligible for State funding, the City must submit a proposed project list to the California Transportation Commission. Staff recommends the use of the SB1 funding to supplement funding for road improvements for a portion of the Suburbia Neighborhood Street Rehabilitation project.

RECOMMENDATIONS

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopt Resolution No. 2020-08, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TOWARDS THE SUBURBIA NEIGHBORHOOD STREET REHABILITATION.”

BACKGROUND

The state of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel, and registration taxes on motor vehicles with allocations dedicated to transportation purposes. The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA).

The Road Repair and Accountability Act of 2017 (SB1) is a major new investment in California's transportation systems of about \$5.2 billion per year. The Act increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilizes fuel tax rates and provides for inflationary adjustments to rates in future years. The new law requires the California Transportation Commission to adopt performance criteria to gauge progress, incorporate program oversight and financial accountability, and support efficient use of funds.

RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components, "including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project
- Match requirement to obtain state or federal funds for eligible projects.

On April 28, 2017, the Governor signed into law Senate Bill 1 (SB1), the Road Repair and Accountability Act. This act establishes the Roadway Maintenance and Rehabilitation Account (RMRA) and provides for an additional \$52.5 billion statewide over the next decade to improve California's pavement and transportation infrastructure. A ballot proposition (Proposition 6), which would have repealed SB1, was rejected by voters in the November 2018 General Election. Funding is generated from an increase in gasoline and diesel fuel taxes, as well as an increase in vehicle registration fees and the initiation of a flat fee for electric vehicles. Below is the basic framework and timelines for implementation of these new revenue sources:

November 2017

- Gasoline excise tax – 12 cent increase (30 cents total)
- Diesel excise tax – 20 cent increase (36 cents total)
- Diesel sales tax – 4 percent increase (5.75% total)

January 2018

- New "Transportation Improvement Fee" applied to vehicle registration fee based on value (\$25 to \$175 per vehicle)

July 2020

- New \$100 zero-emission vehicle fee applied to vehicle registration fee

DISCUSSION

The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway

Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB1) provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for funding, the City must submit a proposed project list to the California Transportation Commission along with a resolution documenting the approval of the City's amended Capital Improvement budget to include the project to receive RMRA funding. Staff recommends the use of the RMRA funding to supplement funding for road improvements for a portion of the Suburbia Neighborhood Street Rehabilitation project in the estimated amount of \$210,000. The project includes the streets in the Suburbia neighborhood:

- Rochelle Street
- Linda Way
- Barbi Lane
- Maple Street
- Kelly Lane
- Denwood Avenue

Environmental Review

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT

Since the start of the program SB1 program in 2017, the City has received the following amounts in each year:

2017-18: \$60,931 (was approximately 4 months for first year)

2018-19: \$208,280

2019-20: \$209,730

Fiscal Year 2020-21 Estimated Revenues and Capital Improvement Project Adopted Budget includes SB1 expenditures and revenues estimated at \$210,000. The funding sources for the project also include anticipated Measure M funds of approximately \$100,000 and Gas Tax funds of \$150,000 which the City also receives each year.

Submitted by: Craig A. Koehler, Interim Finance Director

Reviewed by: Leslie Roseberry, Interim Development Services Director

Approved by: Chet Simmons, City Manager

Attachments:

1. Resolution No. 2020-08
2. RMRA Project List (FY 2020-21)

RESOLUTION NO. 2020-08

**A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS,
CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL
YEAR 2020-21 FUNDED BY SB1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017 TOWARDS THE SUBURBIA
NEIGHBORHOOD STREET REHABILITATION**

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and,

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of Los Alamitos are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and,

WHEREAS, the City of Los Alamitos must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and,

WHEREAS, the City of Los Alamitos, will receive an estimated \$210,000 in RMRA funding in Fiscal Year 2020-21 from SB1; and,

WHEREAS, this is the fourth year in which the City/County is receiving SB1 funding and will enable the City/County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and,

WHEREAS, the City of Los Alamitos has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and,

WHEREAS, the City of Los Alamitos used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and,

WHEREAS, the funding from SB1 will help the City of Los Alamitos maintain, rehabilitate and resurface residential roadways and add active transportation infrastructure throughout the City of Los Alamitos this year and hundreds of similar projects into the future; and,

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Los Alamitos' streets and roads are in good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and,

WHEREAS, the average motorist pays more than \$700 a year in added repair costs for their vehicle, just because of the poor condition of our roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB1 will bring annual savings of nearly \$300 per household; and,

WHEREAS, without revenue from SB1, the City of Los Alamitos, would have otherwise been delaying projects throughout the community; and,

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and,

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and,

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and,

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and,

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and,

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make

the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and,

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City of Los Alamitos adopts the following list of projects planned to be funded in fiscal year 2020-21 with Road Maintenance and Rehabilitation Account revenues:

Project Description: Grind and overlay asphalt or slurry seal in the Suburbia Neighborhood, which includes Rochelle Street, Linda Way, Barbi Lane, Maple Street, Kelly Lane and Denwood Avenue. The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), or removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB) or Joint Plain Cement Concrete (JPCP). Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Location: Suburbia Neighborhood

Anticipated Year of Construction: Fiscal Year 2021

PASSED, APPROVED, AND ADOPTED this 20th day of April, 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 20th of April, 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

RMRA Project List (FY 2020-21)

Suburbia Neighborhood Street Rehabilitation

Project Description:

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

Project Location:

Suburbia Neighborhood Rochelle Street, Linda Way, Barbi Lane, Maple Street, Kelly Lane and Denwood Avenue

Project Cost	Seven Year							
	Total	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Construction Costs								
Preliminary Eng/Environ								
Design	\$ 43,719		43,719					
Right-of-Way								
Construction	349,752		349,752					
Construction Management	43,719		43,719					
Total Construction	\$ 437,190	\$ -	\$ 437,190	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source(s)	Seven Year							
	Total	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
SB -1 Gas Tax	\$ 210,000		210,000					
Measure M	100,000		100,000					
Gas Tax	150,000		150,000					
Total Funding	\$ 460,000	\$ -	\$ 460,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 20, 2020

ITEM NUMBER: 9E

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Auditing Services – Professional Services Agreement with David L. Gruber and Associates, Inc.

SUMMARY

This report seeks consideration of a Professional Services Agreement with David L. Gruber and Associates, Inc. for auditing services.

RECOMMENDATION

Authorize the Mayor to enter into a Professional Services Agreement (PSA) with David L. Gruber and Associates, Inc., in the amount not to exceed \$69,640 for auditing services for a three year contract for FY2019-20, FY2020-21, and FY2021-22.

BACKGROUND

In Fiscal Year 2014-15, the City Council approved a contract with Lance, Soll, & Lunghard (LSL), LLP, for three years, with two additional single year options, which the City exercised. LSL has been the City's auditors for five years. In accordance with the expiration of the contract with LSL, the City issued a Request for Proposal (RFP) in January 2020, to retain a new auditing firm.

DISCUSSION

In connection with the RFP, the City received a total of seven responses. See attached matrix (Attachment 4). The firms were rated based on the criteria as outlined in the RFP, including overall not to exceed cost. The two lowest bidding firms were interviewed. Following reference checks, Staff recommends Gruber and Associates, CPAs, as the firm best suited to provide auditing services for the City. See Attachment 2 Proposal for Professional Auditing Services and Attachment 3 Cost Proposal.

Gruber and Associates has a long history of efficiently staffing its accounting and consulting projects and bringing projects in on time and on budget. Gruber and

Associates has assembled an engagement team that has the core competencies in all areas identified in the City's RFP. Their team has been drawn from experienced professionals based in the southern California practice office and are experienced with local government cities of similar size and complexity.

FISCAL IMPACT

The contract for auditing services will be for a term of three years, covering fiscal years 2020, 2021, and 2022, for a not to exceed amount of \$69,640, with two additional one-year options (2023 and 2024). Funding for this is included in Finance Contractual Services (10-512-5260).

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

*Attachments: 1. Agreement for Services between the City and David L. Gruber and Associates, Inc.
2. Proposal for Professional Auditing Services Dated February 11, 2020
3. Cost Proposal dated February 11, 2020
4. RFP Response Cost Comparison*

PROFESSIONAL SERVICES AGREEMENT
[David L. Gruber and Associates, Inc.]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 20th day of April, 2020 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and David L. Gruber and Associates, Inc., an S - Corporation, (“Firm”). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide Professional Auditing Services (“Project”).

B. Firm has submitted to City a written proposal, dated February 11, 2020 to provide local government independent audit services 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 Professional Auditing Services Proposal, dated February 11, 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, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope

of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2nd) the Scope of Services.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the Compensation/Fees, which is attached hereto as Exhibit “B”, in an amount not to exceed sixty-nine thousand, six-hundred twenty-four Dollars (\$69,624). The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or

negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of three years, ending on December 31, 2022, 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: David L. Gruber. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly

employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The

policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

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

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

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

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

5.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Firm has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Firm agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Firm shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the City that Firm does not have any employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

has been provided through another insurance company or companies meeting all requirements of this Agreement.

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Firm.

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

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

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

To City:

Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@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:

Gruber and Associates, Inc.
438 Old Newport Blvd.
Newport Beach, CA 92663
rlopez@gruber-inc.com

10.4 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made

by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”

City of Los Alamitos

By: _____
Richard D. Murphy
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

David L. Gruber and Associates, Inc.

By: _____
Name
Title

By: _____
Name
Title

EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: February 11, 2020

EXHIBIT “B”

FIRM’S COST PROPOSAL/COMPENSATION/FEEES

DATED: February 11, 2020

***CITY OF LOS ALAMITOS
PROPOSAL FOR
PROFESSIONAL AUDITING SERVICES***

February 11, 2020



An Independent CPA Firm

Submitted By:
Ron Lopez, CPA, Partner
Gruber and Associates, CPAs
438 Old Newport Blvd
Newport Beach, CA 92663
Ph (949) 346-2900
rlopez@gruber-inc.com



An Independent CPA Firm

February 11, 2020

City of Los Alamitos
Eric, Hendrickson, Finance Director
3191 Katella Ave
Los Alamitos, CA 90720

Re: RFP Professional Auditing Services

Dear Mr. Hendrickson:

David L. Gruber and Associates, Inc. (Gruber and Associates) is pleased to submit our proposal to provide local government independent audit services in response to your Request for Proposal (RFP). We understand the work that needs to be performed and are committed to complete the projects in the desired time frame indicated in the RFP. Gruber and Associates is a Certified Public Accounting and Consulting firm with offices in Newport Beach, Costa Mesa, and San Francisco, California. For numerous years, the firm has specialized in providing accounting, auditing, tax and business consulting services to a wide variety of industries including local government, government grants, and non-profits. Gruber and Associates has the necessary experience to perform the local government auditing services described in your RFP. We have read the RFP and take no exception to it.

We are aware that the City of Los Alamitos (City) has solicited a number of proposals, however, Gruber and Associates would be your best selection for the following reasons which are set forth in greater detail in our proposal:

- Extensive knowledge of the project is due to the significant experience of the engagement team, who has performed hundreds of governmental financial statement audits that contain significantly large federal and state grants. Gruber and Associates has a proven track record in serving the State of California, California cities and counties, redevelopment agencies, special districts and authorities. Mr. Lopez was also one of the first auditors to implement GASB 34 (City of Indian Wells 1999).
- Mr. Lopez and Mr. Lenton have vast experience in OMB Uniform Grant Guidance single audits (formerly OMB Circular A-133). In 2005, they were both selected to serve as lead auditors in the 2005 National Single Audit Project of which the U.S. Department of Education, on behalf of all federal agencies, selected them and their firm to perform quality control reviews of other CPA firm audits conducted under OMB Circular A-133.
- Mrs. Danaher (Engagement Director/ Manager) has 23 years of experience in government accounting and auditing, and before coming aboard in January of 2018 was the Finance Director for the City of Villa Park for 10 years. Hence, Mrs. Danaher brings a unique audit approach as she understands the wants and demands of Finance and can recommend ways to create efficiency.

City of Los Alamitos
Eric, Hendrickson, Finance Director
February 11, 2020
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- The engagement team has previously performed the annual audits of the following cities: Cities of Bell Gardens, Hawaiian Gardens, Villa Park, Lomita, La Habra Heights, Hermosa Beach, Laguna Woods, Inglewood, Highland, Burbank, Indio, Indian Wells, National City, Rancho Santa Margarita, Carlsbad, Rancho Mirage, Carson, Santa Monica and more. A complete listing of experience with California local governments is identified within our resume section.
- Gruber and Associates has also performed 92 special district audits on behalf of the County of San Bernardino annually from 2012 - 2016.
- Gruber and Associates provides extensive local government, Uniform Grant Guidance (formally OMB Circular A-133), and nonprofit technology training for our staff. Furthermore, our staff is required to attend the annual GASB update that is instructed by GFOA.
- All of our local government clients we audit have annually obtained the GFOA award for excellence in financial reporting.
- Gruber and Associates adheres to the strict quality control measures and high professional standards of the American Institute of Certified Public Accountants (AICPA) and California State Board of Accountancy and have always been in good standing.
- Gruber and Associates understand the scope of services to be provided to the City and we are committed to performing the work in accordance with the schedule and timing required by the City.
- Since our inception, Gruber and Associates also has never had any deficiencies noted during our peer reviews including the most recent performed in December 2017.
- We acknowledge any and all addenda to the RFP.
- Gruber and Associates has no conflict of interest with regard to any of the work performed by our firm for the City.

We are honored to submit our proposal to you. We hope it conveys our sincere desire to provide outstanding services to your organization by November 30 each year as indicated in your RFP. If you find our proposal acceptable, please notify us and we will be prepared to commence work as soon as we receive the signed contract. Please do not hesitate to call my office if you have any questions about the scope of our proposed services or if we can provide you with any additional information about our firm. I am a partner with Gruber and Associates and am authorized to bind the firm in contractual matters. I can be reached at the phone number below or by e-mail at rlopez@gruber-inc.com. Our proposal and fee schedule shall remain valid for 120 days following the proposal due date and will become part of the contract that is negotiated with the City.

Very truly yours,

DAVID L. GRUBER AND ASSOCIATES

Ron Lopez

Ron Lopez, C.P.A., Partner (Vice President)
(949) 346-2900 <http://www.gruber-inc.com/>

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CITY OF LOS ALAMITOS REQUEST FOR PROPOSAL

1. GENERAL REQUIREMENTS

Evolution in the financial services industry has been ponderously slow relative to the rest of the business sector. Many firms operate in the year 2019 with the same fundamental organization structure and approach to client service that they employed during the 1970's. However, the world is now a vastly different place. In today's business environment of high-speed telecommunications and information processing, a large bureaucratic structure can often bring client service to a grinding halt.

In response to this problem, we have created an accounting firm specifically designed and organized to serve a wide variety of companies. We provide the quality and depth traditionally associated with "Big Four" firms, while at the same time providing the security of attention and stability that is the hallmark of the local firm.

Every aspect of our practice is organized to respond to a changing environment and to prevent the "chains of bureaucracy" from inhibiting individual excellence and client service. For instance, our partners spend substantially more time on each client than "Big Four" or national firm directors. You will see your engagement partners almost daily during audit fieldwork. The bottom line is that more partner involvement means better service to you. This is our firm-wide and personal commitment to you.

Our net value philosophy is simple. A CPA firm should, over time, increase a client's efficiency and improve internal controls through informed business advice. To avoid tunnel vision syndrome, we operate with the intent of providing a net value to our clients in the form of recommendations and advice that may result in strengthening net assets for our clients.

In conclusion, we offer virtually all the services associated with the larger national firms but we provide these services on a personalized one-on-one basis and without unnecessary red tape or overhead. We are here to serve your needs.

2. INDEPENDENCE

Gruber and Associates is independent of the City of Los Alamitos and its' component units as defined by generally accepted auditing standards and the General Accounting Office's *Government Auditing Standards*. Gruber and Associates does not utilize sub-contractors and has no relationship that would constitute a conflict of interest with the City.

3. LICENSE TO PRACTICE IN CALIFORNIA

Gruber and Associates and all assigned key professional staff are properly licensed to practice in California. Gruber and Associates has never had any federal or state desk reviews or field reviews of its audits. Gruber and Associates also never had any disciplinary action taken or pending with state regulatory bodies or professional organizations in its history. Gruber and Associates has complied with all applicable California Board of Accountancy requirements; our proposal is in strict compliance with said RFP including its terms and conditions.

4. FIRM QUALIFICATIONS AND EXPERIENCE

a. Company Profile

Below is a listing of the specified information of our firm:

4. **FIRM QUALIFICATIONS AND EXPERIENCE** (Continued)

Company Name:	David L. Gruber and Associates, Inc.
Company Type :	S - Corporation
Business and mailing address:	438 Old Newport Blvd Newport Beach, CA 92663
Telephone and fax number:	(949)346-2900 phone (714)901-0024 fax
Website address:	www.gruber-inc.com
Federal Tax I.D. no.:	26-1348348
Incorporation:	Incorporated in the State of California
Regular business hours:	Monday through Friday, 8am to 5pm
Contact's name in reference to bid:	Ron Lopez
Contact's number:	(949)346-2900 phone; (949)322-0092 cell
Contact's email address:	rlopez@gruber-inc.com
Length of firm existence:	12 years

David L. Gruber and Associates, Inc. ("GRUBER AND ASSOCIATES") www.gruber-inc.com is a local accounting and consulting firm that specializes in providing high quality accounting, auditing, tax and consulting services and is licensed in the state of California as a CPA firm. GRUBER AND ASSOCIATES is highly regarded for its expertise in several industries (including the government sector). We have been recognized for our professionalism and expertise, but what is more important is the fact that our clientele has been earned strictly through referral. We are convinced that our recent growth attests to the recognition of the quality and timeliness of our services. In addition, our firm has been presented unqualified clean opinions in our initial and all subsequent peer reviews.

Bankers, attorneys, clients, sureties, insurance companies, and other financial institutions have acknowledged our expertise. What makes us most unique, however, is our drive to succeed without compromising professional standards and without unnecessary fees.

Our philosophy of service is to provide timely professional service and to bear in mind at all times that the value of our service must outweigh the cost. We plan proactively and always weigh the merit of our planning versus the cost of the planning. We put our client's interest above ours. We believe in timeliness and will do whatever it takes to achieve your satisfaction. We will always provide you with adequate time to review audit reports.

GRUBER AND ASSOCIATES adheres to the strict quality control measures and high professional standards of the American Institute of Certified Public Accountants (AICPA), and the California State Board of Accountancy (as well as other states when applicable).

As a member of the AICPA our audit procedures and working papers are regularly examined by another CPA firm in the firm-on-firm peer review program. In addition, all aspects of the firm's quality control practices have been reviewed, including the firm's commitment to extensive training programs. In every member firm, each member of the professional staff must enroll in continuous professional education courses. Each is required to take at least 80 hours of classes over a two-year period (24 of which relate to

4. FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Government Audit and Accounting). Courses cover a wide spectrum of professional and technical subjects, and include Fraud Auditing, Professional Ethics and Governmental Accounting and Auditing topics to help the practitioner maintain his/her professional expertise. Included as Attachment to this proposal is a copy of GRUBER AND ASSOCIATES' Quality Control Review which was recently completed in December 2017 for the year ended June 30, 2017 and we received a clean (unqualified) opinion under Government Auditing Standards and ERISA. In all instances of Peer Review GRUBER AND ASSOCIATES has never had a record of substandard audit work.

GRUBER AND ASSOCIATES presently has 10 full time employees of which 9 are professionals who have multidisciplinary backgrounds to address the services outlined in this RFP as follows:

Labor Category	Number of Personnel	Years' Experience	Degrees and Certifications	Relevant Project Experience
Partners & Directors	4	15-20	BA, CPA	Government, Commercial, Single Audit, Non-profit Auditing & Consulting, Tax & Litigation Services
Managers	4	10-15	BA, BS, CPA	Government, Commercial, Single Audit, Non-profit Auditing & Consulting, Tax & Litigation Services
Seniors	2	5-9	BA, BS	Government, Commercial, Single Audit, Non-profit Auditing & Consulting

GRUBER AND ASSOCIATES has a long history of efficiently staffing its accounting and consulting projects and bringing the projects in on time and on budget. We employ a detailed project management approach whereby each project is carefully planned by program area. Budgets are prepared and monitored daily to compare budgeted time against actual; variances from budgets are analyzed and explained, and weekly status reports are prepared to ensure that the project is on schedule and within budget.

Gruber and Associates has assembled an engagement team that has the core competencies in all areas identified in City's RFP. Our team has been drawn from experienced professionals based in Gruber and Associates' southern California practice office.

The professionals who will service the City have the experience and ability to provide a level of service second to none. They are sensitive to the concerns and characteristics of operations such as yours. Our experience in government audits will allow us to "hit the ground running". We will perform our services in a smooth, efficient and effective manner, which will prove to be of minimal disruption to client operations. We understand the importance of continuity of key personnel throughout the engagement and have had a very low history of turnover.

b. Project Goals

David L. Gruber and Associates, Inc. understands that the City of Los Alamitos (City) is requesting an audit of the City's Financial Statements in accordance with Generally Accepted Government Auditing Standards (GAGAS) and *Government Auditing Standards* issued by the Comptroller General of the United States and the U.S. Uniform Grant Guidance (formerly the Office of Management and Budget (OMB) Circular A-133) *Audits of State and Local Governments and Non-Profit Organizations* and Governmental Accounting Standards Board (GASB) pronouncements for the year ended June 30, 2020 through 2022.

4. FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

c. Core Requirements and Deliverables

We will review, edit, print, and bind the following City reports: (1) Comprehensive Annual Financial Report (CAFR) (electronic copy and 10 hard copies); (2) Single Audit Report in accordance with Uniform Grant Guidance (formally OMB Circular A-133); (3) Agreed-upon Procedures Review of the GANN Appropriations Limit; (4) SAS 114 Communication Letter; and (5) GAS /SAS 115 Internal Controls Letter.

d. Evidence of Insurance Coverage

Gruber and Associates possesses the required insurance coverage (which will be provided upon acceptance of award) including:

1. Commercial General Liability
2. Worker's Compensation
3. Employer's Liability
4. Professional Liability
3. Auto Liability

e. Client List

Recent relevant local government audit, accounting, and/ or federal grant experience and references performed by the engagement team and other members of the engagement team are as follows:

City in Accordance With GASB 34	GFOA/ CSMFO Award	TOT, Refuse, Cable Audits	OMB Uniform Single Audit	Preparation of SCR / Street Report	Govt. Auditing Standards
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Current municipal contractual engagements performed under Gruber and Associates:

Lomita	x			x	x
Laguna Woods			x		x
La Habra Heights	x	x		x	x
Bell Gardens	x	x	x	x	x
Hawaiian Gardens	x		x		x
Hermosa Beach	x		x	x	x
Villa Park					x
County of San Bernardino- Special Districts*				x	x
County of Orange			x		x
South Montebello Irrigation District					x

*5 year contract entered into in 2012 with County of San Bernardino consisted of annual audits of special districts. These audits were performed from 2012-2016.

4. FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Contractual engagements performed and lead by Gruber and Associates staff at previous firms:

Aliso Viejo	x			x	x
Carlsbad	x		X		x
Carson	x		X		x
Escondido	x		X		x
Fountain Valley	x		X		x
Goleta	x		X	x	x
Hemet	x	x	X		x
Highland	x		X		x
Indian Wells	x	x			x
Inglewood	x	x	X		x
Lomita	x		X	x	x
National City	x		X		x
Newport Beach	x		X		x
Rancho Mirage	x	x			x
Rancho Santa Margarita	x		X		x
Santa Monica	x		X		x
Solana Beach	x	x	X		x
Aliso Viejo	x			x	x

5. PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

The following summarizes our proposed project organization structure, which includes personnel from Gruber and Associates.

Gruber and Associates has identified the Engagement Partner and Project Leads as “Key” personnel. We understand the importance of continuity of key personnel throughout the engagement.

Engagement Partner – (KEY) The Engagement Partners are responsible for the overall completion and quality of project objectives and deliverables. The Engagement Partner identifies and coordinates the engagement using our resources to meet project objectives and interfaces with the City and client personnel to ensure their satisfaction at all points throughout the engagement. The Engagement Partners are available to other team members throughout the life cycle of the engagement and typically is involved in status meetings and deliverable presentations.

Project Leads – (KEY) The Project Leads are our day-to-day project managers responsible for all tasks and deliverables in the execution of the project plan in their respective functional areas. They interface with the City and client’s staff and project personnel on a daily basis in executing and achieving project objectives. The Project Leads are responsible for the planning, execution, and completion of all tasks associated with the project. This will include performing individual tasks and activities as well as supervising those tasks of assigned professional staff.

5. PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

Seniors – Seniors are assigned to the project tasks as needed to perform and execute individual audit and review tasks and supervise the work of the Staff. Gruber and Associates may assign one or more Seniors throughout the life cycle of the project to complete required project tasks. Seniors are assigned based upon the task/project needs and skill sets required. These individuals possess a bachelor or graduate degree and have or in the process of obtaining professional certifications (CPA).

Staff – Staff are assigned to the project, as needed to aid in performance and execution of defined tasks. They are responsible for task execution and are directed and supervised by the Management and Seniors. Staff are assigned based upon the task/project needs and skill sets required. These individuals possess a minimum bachelors' degree in accounting, business or related field and are in the process of obtaining a professional designation.

Gruber and Associates has assembled an engagement team that has the core competencies in all areas identified in City's RFP. Our team has been drawn from experienced professionals based in Gruber and Associates' Southern California practice office.

The professionals who will service the City have the experience and ability to provide a level of service second to none. They are sensitive to the concerns and characteristics of operations such as yours. Our experience in government audits will allow us to "hit the ground running". We will perform our services in a smooth, efficient and effective manner, which will prove to be of minimal disruption to client operations. We understand the importance of continuity of key personnel throughout the engagement and have had a very low history of turnover. **The following individuals will be dedicated and committed to the project for its duration:**

Engagement Audit Partner – Ron Lopez, CPA

Mr. Lopez is a CPA and graduated with a Bachelor of Arts degree in Business Administration with an emphasis in Accounting from California State University of Fullerton. He has over 24 years of audit experience (including numerous years with a national firm) in accounting and auditing with comprehensive knowledge in all accounting principles, concepts and standards including FASB, GASB, SAS, GAS, and GAAS. He will plan and coordinate the engagement, prepare workpapers, and conduct reviews of all workpapers prepared by the professional staff assigned to this engagement. He will discuss with client management the auditing and compliance issues that arise during the course of the audit. Mr. Lopez has significant experience in performing financial and compliance audits of local governments, including redevelopment agencies, housing authorities, special districts, single audits (including audits of *American Recovery and Reinvestment Act (ARRA) funds*), and other government grants.

In 2005, he was selected to serve as engagement manager in the 2005 National Single Audit Project of which the U.S. Department of Education, on behalf of all federal agencies, selected him to perform quality control reviews of other CPA firm audits conducted under OMB Circular A-133.

In 2012, Mr. Lopez as part of Gruber and Associates entered into a 5 year contract with the County of San Bernardino to audit 92 special districts annually. Mr. Lopez was also one of the first auditors to implement GASB 34 (City of Indian Wells 1999).

5. PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

Engagement Audit Partner – Ron Lopez, CPA (Continued)

Mr. Lopez also has performed hundreds of program specific compliance audits (including federal and non-federally funded service providers) on behalf of the County of Orange and was awarded the contract again in 2016.

Engagement Director/Manager and Project Lead – Matthew Lenton, CPA

Mr. Lenton is the Director of Audit and Accounting and has over 18 years of prior experience including several with a national firm where he was a Shareholder. He has performed numerous financial statement, compliance, operational and performance audits of municipalities (including tribal governments and special districts), transit agencies, government grants (including single audits), other contracts and cooperative agreements, not-for-profit organizations, and ERISA (401k & 403b) plans.

Mr. Lenton has comprehensive knowledge in all accounting principles, concepts and standards including GASB, FASB, SAS, GAS, GAAS and more. He has reviewed and evaluated entity's accounting policies, regulatory laws, internal controls and financial management systems and suggested areas of improvements in formal letters to clients and grantors. Mr. Lenton has also documented matters pertaining to each phase of the risk assessment process for all cycles (i.e. payroll, cash receipts, cash disbursements, cash and investment reconciliation including wire transfers, journal entry preparation, and IT) that clearly demonstrated procedures performed, results, evidence obtained and conclusions reached.

Mr. Lenton will assist Mr. Lopez in planning and coordinating the engagement, prepare workpapers, and conduct reviews of all workpapers prepared by the professional staff assigned to this engagement. Local governments (and other relevant entities) audited by Mr. Lenton include the City's of Newport Beach; Bell Gardens, Villa Park, Highland, Rancho Santa Margarita; Indian Wells; Inglewood; Rancho Mirage; Compton; National City; Lomita; Beverly Hills; Hawaiian Gardens; Housing Authority of the City of Los Angeles; Fresno Housing Authority; Lake Arrowhead Community Services District; County of San Bernardino Special Districts, South Montebello Irrigation District; and more.

Engagement Director/Manager – Michelle Danaher

Mrs. Michelle Danaher has over 23 years of accounting and audit experience (including numerous years with a national firm) as well as previously serving as Finance Director for the City of Villa Park. Mrs. Danaher has comprehensive knowledge in all accounting principles, concepts and standards including FASB, GASB, SAS, GAS, and GAAS. She will help Mr. Lenton plan and coordinate the engagement, prepare workpapers and conduct reviews of all workpapers prepared by the professional staff assigned to this engagement. Mrs. Danaher has significant experience in performing financial and compliance audits of local government and government contracts. Local governments audited by Mrs. Danaher include City of Costa Mesa, City of Carlsbad, City of Palm Springs, City of San Bernardino, City of Bell Gardens, City of Hawaiian Gardens, City of Lomita, City of Hermosa Beach, City of La Habra Heights, Orange County Water District, Big Bear Area Waste Water Authority, and more.

5. PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

Detailed resumes of the engagement team are included in Attachment to this proposal.

a. Extended Education

GRUBER AND ASSOCIATES also believes in extended education. Recent relevant courses taken by our firm's attest division include the following: Annual Government GAAP Update-12/18; Federal Single Audit Update-7/19; Mid-year Government and Nonprofit Update -7/19; Audits of State and Local Governments-1/120; GFOA's Government Accounting Standards Board Update-11/19; and Economic Update-12/19.

b. Net Value Philosophy

Our net value philosophy is simple. A CPA firm should, over time, increase a client's efficiency through informed business advice. To avoid tunnel vision syndrome, we operate with the intent of providing a net value to our clients in the form of recommendations and advice that may result in strengthening net assets for our clients.

c. The Experience Factor

There is no substitute for experience. Therefore, we generally do not assign new staff members to work on clients in the field. Rather, a new staff member is assigned to an experienced CPA, who will be responsible for proper training without placing a burden on our clients. In this respect, our training is more of a structured apprenticeship. Our partners have a personal commitment to providing excellent client service. Such service requires "hands on" director involvement with each and every client. There is no increase in cost to our clients for this additional experience, only an increase in benefits. We believe that when you add continuity to this experience factor, you achieve a superior level of client service in all respects. The manner in which our work product is produced places far less burden on your accounting personnel. More importantly, it ensures that we are in a position for our most experienced individuals to thoroughly understand your organization.

d. Time is of the Essence

We are all too familiar with the delays that can result in financial statements being completed untimely. We enforce a policy whereby an extremely **efficient turn-around** is promised for all auditing and accounting services. We clearly understand that the value of our services diminishes with each and every delay.

e. Partner Involvement

Our partners spend substantially more time on each client than "Big Four" or national firm directors. You will see your engagement partners frequently during the year for meetings and planning sessions. The bottom line is that more partner involvement means better service to you. This is our firm-wide and personal commitment to you. Gruber and Associates has a long history of efficiently staffing its accounting and consulting projects and bringing the projects in on time and on budget. We employ a detailed project management approach whereby each project is carefully planned by program area. Budgets are prepared and monitored daily to compare budgeted time against actual; variances from budgets are analyzed and explained, and weekly status reports are prepared to ensure that the project is on schedule and within budget.

6. **PRIOR ENGAGEMENTS WITH THE CITY OF LOS ALAMITOS**

GRUBER AND ASSOCIATES has had no prior engagements within the last five years with the City of Los Alamitos.

7. **SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES**

The following are current clients with similar scope of work as requested by the City of Los Alamitos.

1. **City of La Habra Heights - 2017 through 2019**

GASB 34 Financial Statement and Compliance Audit of City (including AQMD, Measure R, Proposition A and C, and Gas Tax funds).

GFOA Award Recipient

Engagement Partner: Ron Lopez Engagement Manager: Matthew Lenton

Angie Martinez, Finance Manager

1245 North Hacienda Road

La Habra Heights, CA 90631

(562) 694-6302

amartinex@lhhcity.org

2. **City of Bell Gardens -2015 through 2019**

GASB 34 Financial Statements and Compliance Audit of City (including Successor Agency Private-Purpose Trust Fund, Measure M, AQMD, and Gas Tax funds), and Single Audit in accordance with OMB Circular A-133 requirements.

GFOA Award Recipient

Engagement Partner: Ron Lopez Engagement Manager: Matthew Lenton

Will Kaholokula, Director of Finance and Administrative Services

7100 Garfield Ave.

Bell Gardens, CA 90201

(562) 806-7708

wkaholokula@bellgardens.org

3. **City of Hawaiian Gardens -2018 through 2019**

GASB 34 Financial Statements and Compliance Audit of City (including Successor Agency Private-Purpose Trust Fund, AQMD, and Gas Tax funds), and Single Audit in accordance with OMB Circular A-133 requirements.

First Year GFOA Award submission 2017-18 and GFOA Award Recipient

Engagement Partner: Ron Lopez Engagement Manager: Matthew Lenton

Linda Hollinsworth, Finance Director/Treasurer

21815 N Pioneer Blvd.

Hawaiian Gardens, CA 90716

(562) 420-2641 Ext 236

lindah@hgcity.org

7. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES (Continued)

4. City of Lomita - 2010 through 2019

GASB 34 Financial Statement and Compliance Audit of City (including Measure M, AQMD, and Gas Tax funds), and Single Audit in accordance with OMB Circular A-133 requirements.

24300 Narbonne Ave., Lomita, CA 90717

GFOA Award Recipient

Engagement Partner: Ron Lopez Engagement Manager: Matthew Lenton

Susan Kamada, Administrative Services Director

24300 Narbonne Ave.

Lomita, CA 90710

(310) 325-7110

s.kamada@lomitacity.com

5. City of Villa Park – 2015 through 2019

GASB 34 Financial Statement and Compliance Audit of City (including Measure M, AQMD, and Gas Tax funds)

Engagement Partner: Ron Lopez Engagement Manager: Matthew Lenton

Steve Franks, City Manager

17855 Santiago Blvd.

Villa Park, CA 92861

(714) 998-1500

sfranks@villapark.org

8. SPECIFIC AUDIT APPROACH

Gruber and Associates is very familiar with local government financial statement and government grant compliance audits and has specific relevant experience to similar challenges and undertakings. The firms' relevant experience is listed under Sections 4 and 5 in this proposal. To maximize the benefit to the City as a result of this engagement, Gruber and Associates proposes to utilize our structured business process methodology, experience, and knowledge in executing this engagement. Our approach places great emphasis on using only proven and experienced auditors and consultants to perform the services required by the City. The following is a summary of the approach to the different types of tasks that may be assigned under this RFP and expected deliverables and work products.

On a date desired by management in May 2020, audit procedures that will be accomplished during the **planning stage** include the following: **6 Hours Estimated**

- Entrance conference with the Director of Finance and other key City personnel to: review project and task objectives; review scope of services and data collection methodology; discuss documentation needed; collect available data and published materials; establish meeting and presentation schedule; discuss dates for interim and final fieldwork and coordinate and establish communication channels in accordance with SAS 114.

8. SPECIFIC AUDIT APPROACH *(Continued)*

- Prepare a list of items needed (our workpapers are in electronic form, so electronic files for schedules and documents requested will be preferred but not required). Our request of items to be provided will conform to what the City has previously provided to its existing Auditor. Should we need additional information, we will work with City staff to minimize any additional work load to the City. Each associate is assigned a lap top for fieldwork and we use primarily Microsoft Word and Excel for our audit engagements. We will also establish materiality levels for the government-wide and fund financial statements.
- Thoroughly review all relevant documents and agreements (debt issues, leases, significant contracts, joint power agreements etc.) and prepare an audit plan that will include an audit program, audit procedures, and timeline for all audits. Levels of materiality will also be developed.
- Planning will continue throughout the audit and be constantly updated as issues and scope may change as the audit proceeds.

On a date desired by management in May or June 2020, audit procedures that will be accomplished during our interim fieldwork include the following: **48 Hours Estimated**

- We will provide instructions for mailing out letters to confirm bank balances for cash and investments, attorneys, debt, material receivables, OPEB, PERS and risk management insurance.
- We will review internal controls of the main cycles (cash receipts, cash disbursements/procurement, payroll, capital assets, IT, and treasury management) and assess controls risk in accordance with the risk auditing standards (SAS 103 to 111) and fraud risk standards (SAS 99). We will identify areas of potential concern to City management.
- Perform testing of controls where reliance can be placed. In conducting our tests of controls we will use the GAS Audit Sampling Guide parameters. For approximately 40 transactions.
- Reviewing of minutes of the City Council meeting minutes.
- Test a sample of journal entries to ensure reasonableness. For approximately 25 transactions
- Perform preliminary analytical reviews on balance sheet and income statement and investigate significant variances.
- We will perform a test of disbursement transactions to ensure that: For approximately 40 transactions
 - City has properly spent funds in accordance with various restricted funds and federal and state grant programs,
 - City procurement policies are being followed.
- Test salary expense by performing payroll test of transactions, review and test city manager contract, and interviewing employees. For approximately 9 transactions.
- Compliance testing of City budgetary policies. For approximately 25 transactions.

8. SPECIFIC AUDIT APPROACH *(Continued)*

On a date desired by management in September or October 2020 (after the final closing of the books and preparation of final trial balances by City personnel for the year ended June 30), we will commence performing our final fieldwork which will include: **150 Hours Estimated**

- Confirm cash and investment balances and test bank reconciliations. Also ensure the proper recording in accordance with GASB 31 *Fair Value Reporting for Investments* and GASB 40 *Deposit and Investment Risk Disclosures*.
- Test capital assets and accumulated depreciation to ensure they are fairly stated and in accordance with generally accepted accounting principles, and that streets and roads network are properly using the modified approach in accordance with GASB 34.
- Testing of allocations of interest income to the various funds.
- Examination of support and subsequent receipt of significant receivable balances.
- Search for unrecorded liabilities.
- Testing of long term debt balances and debt without government commitment.
- Consideration of support and proper valuation of the liabilities for compensated absences and claims and judgments.
- Testing of support for other significant assets and liabilities of the City.
- Testing for the proper establishment of non-spendable, restricted and assigned fund balances in accordance with GASB 54.
- Review of significant events after year end (through the completion of our audit).
- Review of attorney letters for significant legal matters affecting the City's financial position.
- Perform other substantive procedures on other significant revenues and expenditures.
- Ensure operating leases are properly recorded and classified.
- Perform final analytical reviews on balance sheet and income statement and investigate significant variances.
- Test pension plan and other post employment benefits to determine accordance with GASB 68, 73 and 45, respectively.
- Test interfund balances and transfers.
- Test of joint ventures and developer agreements, if any.
- Determination of major and non-major funds for financial reporting purposes.

8. SPECIFIC AUDIT APPROACH (Continued)

In October/November 2020, procedures that will be accomplished during the report preparation/review stage include the following: **32 Hours Estimated**

- Single Audit Report (if needed), GAS or SAS 115 Internal Controls letter, and SAS 114 Communications letter in draft form will be developed and presented to City management for review. A schedule of adjusting journal entries will also be provided, if any. We will review the City's draft of the CAFR and make and edits as agreed to be the Finance Director.
- After City approval of all reports, we will print, bind and mail final copies of report to the City.

Should the City meet the Single Audit criteria for expenditures of federal funding during the fiscal year, we would perform the following procedures in performing the Single Audit during both the interim and final stages of the audit: **24 Hours Estimated**

- The following relevant federal and AICPA publications will be addressed:
 - The *OMB Title II-Uniform Grant Guidance* for grants issued after 12/26/14.
 - *Single Audit Act of 1984 and Amendments of 1996* (Public Law 104-156) applicable to local governments including OMB Circular A-133 for grants issued before 12/26/14.
 - GAO *Government Auditing Standards* (Yellow Book)- 2011 Revision
 - AICPA Audit and Accounting Guide *Audits of State and Local Government Units* (1994 revision) and Statement of Position 98-3, *Audits of States, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards*
 - SAS No. 74, *Compliance Auditing Considerations in Audits of Governmental Entities and Other Recipients of Federal Financial Assistance*
 - Revised *Compliance Supplement for Single Audits of State and Local Governments*
 - Catalog of Domestic Assistance Programs
 - OMB Circular A-87
 - OMB Circular A-102
- Identify the federal programs administered by the City and the amounts expended during the audit period.
- Apply the risk-based auditing approach mandated by the *OMB Uniform Grant Guidance* or *Single Audit Act Amendments of 1996* (Public Law 104-156) and OMB Circular A-133 entitled *Audits of States, Local Governments, and Non-Profits Organizations* for the determination of major programs to be selected under the single audit process. As prescribed by the directives of the new single audit requirements, this will involve a consideration of the complexity of the program, prior audit findings, changes in personnel, the competency of personnel, the extent to which sub-recipients are used, the extent of overview and monitoring by granting agencies, the extent of recent changes in program requirements, the newness of the program, the size of the program, and the inherent risk of the program.

8. SPECIFIC AUDIT APPROACH (Continued)

- Identify the oversight audit agency, if any.
- Identify and list the major compliance supplements and subrecipients of the City, if any.
- Review the administrative control systems to ensure compliance.
- Execute the sampling plan.
- Perform audit procedures for the selected transactions.
- Test compliance with other material compliance requirements.
- Test matching requirements, if any.
- Test indirect costs, if any.
- Review reports and claims for advances and reimbursements to the federal government.
- Review processing of audit reports for state and local government subrecipients, if any.
- Prepare the independent auditors' reports required by OMB.
- Prepare the data collection form required to be filed with the Single Audit Central Clearinghouse.

9. IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

We have not identifies any potential problems as it relates to the City of Los Alamitos or the RFP for audit services.

10. REPORT FORMAT

We take no exception to the current report format.

11. SUGGESTED IMPROVEMENTS/OBSERVATIONS

We do not have any suggested improvements to the current CAFR at this time.

Attachment A: Engagement Team Resumes

Ron K. Lopez, C.P.A. (CA License No. 82537)

Executive Summary

Mr. Lopez is a partner and has over 24 years of prior experience including several with a national firm. He has performed numerous financial statement, compliance, operational and performance audits of municipalities (including tribal governments and special districts), transit agencies, government grants (including single audits), other contracts and cooperative agreements, not-for-profit organizations, private companies (including manufacturing, franchising, software, medical receivables and more), ERISA (401k), medical expense reimbursement plans, real estate advisors and personal financial statements.

Mr. Lopez has comprehensive knowledge in all accounting principles, concepts and standards including GASB, FASB, SAS, GAS, GAAS and more. He has reviewed and evaluated entity's accounting policies, regulatory laws, internal controls and financial management systems and suggested areas of improvements in formal letters to clients and grantors. Documented matters pertaining to each phase of the risk assessment process for all cycles (i.e. payroll, cash receipts, cash disbursements, cash and investment reconciliation including wire transfers, journal entry preparation, and IT) that clearly demonstrated procedures performed, results, evidence obtained and conclusions reached. Mr. Lopez also performed quality control reviews of other CPA firms on behalf of federal government. Lastly, Mr. Lopez was one of the first audit managers to audit a local government using the GASB 34 module (City of Indian Wells, 1999).

Education:

B.A.- Cal State University Fullerton, Business Administration with an emphasis in Accounting.

Professional Work History:

1994-2004: Conrad and Associates, CPAs

2004-2008: Mayer Hoffman McCann

2008-2009: Glenn Gelman and Associates, CPAs

2009-Present: Gruber and Associates Inc.

Recent Audits of Municipalities (including Successor Agencies, Transit Agencies, Special Districts and OMB Uniform Grant Single Audits):

- Bell Gardens, Hawaiian Gardens, Villa Park, La Habra Heights, Newport Beach; Aliso Viejo; Rancho Santa Margarita; Laguna Woods; Carlsbad; Indian Wells; Fountain Valley Rancho Mirage; Solana Beach; National City; Escondido; Goleta; Lomita; Santa Monica; San Marcos; Big Bear Area Regional Wastewater Authority; Lake Arrowhead CSD; Big Bear CSD; Salt and Sea Water Authority, County of San Bernardino Special Districts, South Montebello Irrigation District, and more.

Recent Audits of Quasi Governmental and Nonprofit Organizations:

- Mexican Hass Avocado Board, Newport Beach Conference & Visitor's Bureau, Whittier First Day Coalition, Assistance League of Whittier, National Childhood Cancer Foundation (Curesearch), South County Outreach, Miracles for Kids, Grades of Green, Intercommunity Counseling Center, Legal Aid Society of Orange County, Hass Avocado Board, Mexican Hass Avocado Importer's Association, Peruvian Avocado Commission, Substance Abuse Foundation of Long Beach, Center for Community Research, and more.

Ron K. Lopez, C.P.A. (continued)

Recent Performance and Program Specific Audits:

- Orange County Healthcare Agency and Social Services Agency

Recent Continuing Education:

- Fraud, Local Government; Ethics, Non-profit Updates, Risk Assessment (SAS Nos. 103 thru 114); GASB Audit and Accounting updates; Advanced Government Financial Reporting; FASB updates; Single Audit updates.

Memberships: AICPA; California Society of CPA's.

Matthew J. Lenton, C.P.A. (CA License No. 97111)

Executive Summary

Mr. Lenton is the Director of Audit and Accounting and has over 18 years of prior experience including several with a national firm where he was a Shareholder. He has performed numerous financial statement, compliance, operational and performance audits of municipalities (including tribal governments and special districts), transit agencies, government grants (including single audits), other contracts and cooperative agreements, not-for-profit organizations, private companies (including manufacturing, franchising, software, franchises and more), and ERISA (401k & 403b) plans.

Mr. Lenton has comprehensive knowledge in all accounting principles, concepts and standards including GASB, FASB, SAS, GAS, GAAS and more. He has reviewed and evaluated entity's accounting policies, regulatory laws, internal controls and financial management systems and suggested areas of improvements in formal letters to clients and grantors. Documented matters pertaining to each phase of the risk assessment process for all cycles (i.e. payroll, cash receipts, cash disbursements, cash and investment reconciliation including wire transfers, journal entry preparation, and IT) that clearly demonstrated procedures performed, results, evidence obtained and conclusions reached.

Education:

B.S.- California State Polytechnic University - Pomona, Business Administration with an emphasis in Accounting.

Professional Work History:

2001-2004: Conrad and Associates, CPAs
2004-2012: Mayer Hoffman McCann, PC
2012-2014: Whittaker & Company, CPAs
2014-Present: Gruber and Associates Inc.

Recent Audits of Municipalities (including Redevelopment Agencies, Transit Agencies, Special Districts and OMB Uniform Grant Single Audits):

- Bell Gardens, Villa Park, La Habra Heights, Hawaiian Gardens, Newport Beach; Rancho Santa Margarita; Indian Wells; Inglewood; Rancho Mirage; Compton; National City; Lomita; Beverly Hills; Highland; Housing Authority of the City of Los Angeles; Fresno Housing Authority; Lake Arrowhead CSD; County of San Bernardino Special Districts, South Montebello Irrigation District; and more.

Recent Audits of Quasi Governmental and Nonprofit Organizations:

- Mexican Hass Avocado Board; Newport Beach Chamber of Commerce; Community Service Programs, Inc.; California Family Life Center; National Childhood Cancer Foundation (Curesearch); Legal Aid Society of Orange County; Substance Abuse Foundation of Long Beach; American College of Trial Lawyers, Orange Coast Interfaith Shelter; New Directions for Women; Orange County Conservation Corps; Order of the Eastern Star; Beverly Hills Chamber of Commerce; Orange YMCA; Laguna Art Museum; and more.

Recent Compliance, Performance and Program Specific Audits:

- Orange County -Healthcare Agency and Social Services Agency

Recent Continuing Education:

- Fraud, Local Government; Ethics, Non-profit Updates, Risk Assessment (SAS Nos. 103 thru 114); GASB Audit and Accounting updates; Advanced Government Financial Reporting; FASB updates; Single Audit updates.

Memberships: AICPA; California Society of CPA's.

Michelle Danaher

Executive Summary

Mrs. Danaher is the Director of Audit and Accounting and has over 20 years of prior experience including several with a national firm, and most recently as the Finance Director of the City of Villa Park. She has performed numerous financial statement, compliance, operational and performance audits of municipalities (including special districts), government grants (including single audits), other contracts and cooperative agreements, not-for-profit organizations, along with overseeing all financial decisions over the City of Villa Park (including preparing the CAFR, annual state controller reports, State and County compliance reporting, and annual City Budget).

Mrs. Danaher has comprehensive knowledge in all accounting principles, concepts and standards including GASB, FASB, SAS, GAS, GAAS and more. She has reviewed, evaluated, and written accounting policies, regulatory laws, internal controls and financial management systems and suggested areas of improvements to provide efficiencies within entities. In her management role at the City, she was the key individual who documented and created segregation of duties over internal controls in payroll, cash receipts, cash disbursements, cash and investment reconciliation including wire transfers, journal entry preparation, and IT.

Education:

B.S.- Biola University, La Mirada, Business Administration with an emphasis in Accounting.

Professional Work History:

1994-1999: Conrad and Associates, CPAs
1999-2004: Santa Margarita Water District
2004-2007: Mayer Hoffman McCann, PC
2007-2018: City of Villa Park
2018-Present: Gruber and Associates Inc.

Audits of Municipalities (including Special Districts and OMB Uniform Grant Single Audits):

- Villa Park, Costa Mesa, Orange County Water District, Carlsbad, Big Bear Area Regional Wastewater Agency, Palm Springs, San Bernardino and more.

Audits of Quasi-Governmental and Nonprofit Organizations:

- Girl Scouts of Orange County Olive Crest, Legal Aid Society of Orange County; Orange YMCA and more.

Compliance, Performance and Program Specific Audits:

- Orange County -Healthcare Agency and Social Services Agency

Continuing Education:

- Fraud, Local Government; Ethics, Non-profit Updates, Risk Assessment (SAS Nos. 103 thru 114); GASB Audit and Accounting updates; Advanced Government Financial Reporting; Single Audit updates.

Memberships: CSMFO.

Attachment B: Quality Control Peer Review Report



Report on the Firm's System of Quality Control

To David L. Gruber and Associates, Inc.
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of David L. Gruber and Associates, Inc. (the firm) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

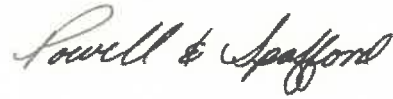
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of David L. Gruber and Associates, Inc. in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. David L. Gruber and Associates, Inc. has received a peer review rating of *pass*.

A handwritten signature in cursive script, reading "Lowell & Spafford".

December 21, 2017

***CITY OF LOS ALAMITOS
COST PROPOSAL FOR
FINANCIAL AUDITING SERVICES***

February 11, 2020



An Independent CPA Firm

Submitted By:
Ron Lopez, CPA, Partner
Gruber and Associates, CPAs
S-Corporation
438 Old Newport Blvd
Newport Beach, CA 92663
Ph (949) 346-2900
rlopez@gruber-inc.com

Attachment A

AUDIT WORK COST PROPOSAL FORM

Service	2019/20	2020/21	2021/22	2022/23	2023/24
City Audit and Related Reports	\$21,215	\$21,639	\$22,072	\$22,513	\$22,963
GANN Limit Review Report	\$ \$550	\$ \$561	\$ \$572	\$ \$583	\$ \$595
Single Audit and Related Reports	\$ 985	\$ 1,005	\$ 1,025	\$ 1,046	\$ 1,067
Total for Fiscal Year (not-to-exceed)	\$22,750	\$23,205	\$23,669	\$24,142	\$24,625

RFP for Audit Services

Firm	1	2	3	4	5	6 Rogers, Anderson, Malody & Scott, LLP	7
	Davis Farr	Gruber & Associates	Eddie and Payne LLP	Lance, Soll & Lunghard, LLP	Moss, Levy & Hartzheim, LLP	White Nelson Diehl Evans	
Evaluation Criteria							
1. Licensing	X	X	X	X	X	X	X
2. Qualifications	X	X	X	X	X	X	X
3. References	X	X	X	X	X	X	X
4. Timeliness Commitment	X	X	X	X	X	X	X
5. Thoroughness of Approach	X	X	X	X	X	X	X
6. Understanding of Scope of Audit	X	X	X	X	X	X	X
7. Maximum Fees	X	X	X	X	X	X	X
8. Experience w. Govt. Audits	X	X	X	X	X	X	X
9. Quality of staff	X	X	X	X	X	X	X
10. Adequacy of proposed staffing plan	X	X	X	X	X	X	X
Total Hours	370	260	NA	NA	215	209	255
Not T Exceed	2019-20	2020-21	2021-22	2022-23	2023-24		
Davis Farr							
City Audit/Related Reports	\$ 32,000	\$ 32,000	\$ 32,640	\$ 33,390	\$ 34,050		
Gann limit Review	\$ 500	\$ 500	\$ 510	\$ 520	\$ 530		
Single Audit/Related Reports	\$ 7,100	\$ 7,100	\$ 7,240	\$ 7,380	\$ 7,520		
Total Not-To-Exceed	\$ 39,600	\$ 39,600	\$ 40,390	\$ 41,290	\$ 42,100		
			\$ 119,590		\$ 83,390	\$ 202,980	
Total w/o Single Audit	\$ 32,500	\$ 32,500	\$ 33,150	\$ 33,910	\$ 34,580		
			\$ 98,150		\$ 68,490	\$ 166,640	7
Gruber & Associates							
City Audit/Related Reports	\$ 21,215	\$ 21,639	\$ 22,072	\$ 22,513	\$ 22,963		
Gann limit Review	\$ 550	\$ 561	\$ 572	\$ 583	\$ 595		
Single Audit/Related Reports	\$ 985	\$ 1,005	\$ 1,025	\$ 1,046	\$ 1,067		
Total Not-To-Exceed	\$ 22,750	\$ 23,205	\$ 23,669	\$ 24,142	\$ 24,625		
			\$ 69,624		\$ 48,767	\$ 118,391	
Total w/o Single Audit	\$ 21,765	\$ 22,200	\$ 22,644	\$ 23,096	\$ 23,558		
			\$ 66,609		\$ 46,654	\$ 113,263	2
Eddie and Payne LLP							
City Audit/Related Reports	\$ 25,355	\$ 26,120	\$ 26,900	\$ 27,710	\$ 28,540		
Gann limit Review	\$ 570	\$ 590	\$ 610	\$ 630	\$ 650		
Single Audit/Related Reports	\$ 3,875	\$ 3,990	\$ 4,110	\$ 4,230	\$ 4,360		
Total Not-To-Exceed	\$ 29,800	\$ 30,700	\$ 31,620	\$ 32,570	\$ 33,550		
			\$ 92,120		\$ 66,120	\$ 158,240	
Total w/o Single Audit	\$ 25,925	\$ 26,710	\$ 27,510	\$ 28,340	\$ 29,190		
			\$ 80,145		\$ 57,530	\$ 137,675	3
Lance, Soll & Lunghard, LLP							
City Audit/Related Reports	\$ 27,290	\$ 27,840	\$ 28,400	\$ 28,970	\$ 29,550		
Gann limit Review	\$ 470	\$ 480	\$ 490	\$ 500	\$ 510		
Single Audit/Related Reports	\$ 4,880	\$ 4,980	\$ 5,080	\$ 5,180	\$ 5,280		
Total Not-To-Exceed	\$ 32,640	\$ 33,300	\$ 33,970	\$ 34,650	\$ 35,340		
			\$ 99,910		\$ 69,990	\$ 169,900	
Total w/o Single Audit	\$ 27,760	\$ 28,320	\$ 28,890	\$ 29,470	\$ 30,060		
			\$ 84,970		\$ 59,530	\$ 144,500	6
Moss, Levy & Hartzheim, LLP							
City Audit/Related Reports	\$ 24,250	\$ 24,500	\$ 24,750	\$ 25,000	\$ 25,250		
Gann limit Review	\$ 495	\$ 500	\$ 505	\$ 510	\$ 515		
Single Audit/Related Reports	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500		
Discount	\$ (3,000)	\$ (3,005)	\$ (3,010)	\$ (3,015)	\$ (3,020)		
Total Not-To-Exceed	\$ 25,245	\$ 25,495	\$ 25,745	\$ 25,995	\$ 26,245		
			\$ 76,485		\$ 52,240	\$ 128,725	
Total w/o Single Audit	\$ 21,745	\$ 21,995	\$ 22,245	\$ 22,495	\$ 22,745		
			\$ 65,985		\$ 45,240	\$ 111,225	1
Rogers, Anderson, Malody & Scott, LLP							
City Audit/Related Reports	\$ 26,240	\$ 26,240	\$ 27,280	\$ 27,280	\$ 28,320		
Gann limit Review	\$ 530	\$ 530	\$ 550	\$ 550	\$ 570		
Single Audit/Related Reports	\$ 3,000	\$ 3,000	\$ 3,200	\$ 3,200	\$ 3,300		
Total Not-To-Exceed	\$ 29,770	\$ 29,770	\$ 31,030	\$ 31,030	\$ 32,190		
			\$ 90,570		\$ 63,220	\$ 153,790	
Total w/o Single Audit	\$ 26,770	\$ 26,770	\$ 27,830	\$ 27,830	\$ 28,890		
			\$ 81,370		\$ 56,720	\$ 138,090	4
White Nelson Diehl Evans							
City Audit/Related Reports	\$ 26,750	\$ 26,750	\$ 27,550	\$ 28,380	\$ 29,230		
Gann limit Review	\$ 450	\$ 450	\$ 460	\$ 470	\$ 480		
Single Audit/Related Reports	\$ 3,120	\$ 3,120	\$ 3,210	\$ 3,310	\$ 3,410		
Total Not-To-Exceed	\$ 30,320	\$ 30,320	\$ 31,220	\$ 32,160	\$ 33,120		
			\$ 91,860		\$ 65,280	\$ 157,140	
Total w/o Single Audit	\$ 27,200	\$ 27,200	\$ 28,010	\$ 28,850	\$ 29,710		
			\$ 82,410		\$ 58,560	\$ 140,970	5
Opening: Craig Koehler Ryan Phelps - witness							

**RFP Response Cost Comparison
(Not To Exceed)**

Attachment 4

Firm	2020	2021	2022	Total 3 Years	Optional 2023	Optional 2024	Total
Gruber & Associates	\$ 22,750	\$ 23,205	\$ 23,669	\$ 69,624	\$ 24,142	\$ 24,625	\$ 118,391
Moss, Levy & Hartzheim, LLP	\$ 25,245	\$ 25,495	\$ 25,745	\$ 76,485	\$ 25,995	\$ 26,245	\$ 128,725
Rogers, Anderson, Malody & Scott, LLP	\$ 29,770	\$ 29,770	\$ 31,030	\$ 90,570	\$ 31,030	\$ 32,190	\$ 153,790
White Nelson Diehl Evans	\$ 30,320	\$ 30,320	\$ 31,220	\$ 91,860	\$ 32,160	\$ 33,120	\$ 157,140
Eddie and Payne LLP	\$ 29,800	\$ 30,700	\$ 31,620	\$ 92,120	\$ 32,570	\$ 33,550	\$ 158,240
Lance, Soll & Lunghard, LLP	\$ 32,640	\$ 33,300	\$ 33,970	\$ 99,910	\$ 34,650	\$ 35,340	\$ 169,900
Davis Farr	\$ 39,600	\$ 39,600	\$ 40,390	\$ 119,590	\$ 41,290	\$ 42,100	\$ 202,980

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 20, 2020

ITEM NUMBER: 10A

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

Presented By: Craig Koehler, Interim Finance Director

Subject: General Fund Projection for Fiscal Year 2019-20

SUMMARY

This report provides a General Fund projection and financial update for the Fiscal Year 2019-20.

RECOMMENDATION

Review the General Fund projection and financial update for the Fiscal Year 2019-20.

BACKGROUND

On March 23, 2020, the Budget Standing Committee received its first mid-year General Fund budget overview for Fiscal Year 2019-20. The information contained with this first report was a snapshot of the City's progress as it related to projected revenues and expenditures at that point in time. This point in time forecasting depicted a budgetary surplus of \$567,000, resulting largely from salary savings of \$408,000 and reduced departmental expenses.

The goal of that overview report was to establish a clear baseline of the City's budgetary standing prior to beginning the process of layering in the different factors related to the outbreak of the coronavirus (COVID-19), including the resulting operational and regulatory impact. As the coronavirus outbreak continues, we are witnessing an event that has an unprecedented level of fluidity. Financial information, as well as federal and state regulatory stances are changing week to week, as the economy and businesses are reacting to consumer purchasing patterns and other fluctuations in the market in real time. The national and state response, combined with the uncertainty of how long the presence of the virus will disrupt the U.S. economy, has made forecasting extremely challenging.

While there is uncertainty due to rapidly changing and evolving situation surrounding the pandemic, staff has been able to compile the following financial projections based on facts and financial updates that are available at this time. This is based upon an analyses that incorporates the latest forecast from HdL. Staff will be meeting again with HdL later

this week to further test these assumptions and will account and report any necessary additional adjustments.

The baseline for this modeling is a determination by HdL, and their partners at Beacon Economics, that the majority of supply chain disruptions impacting manufacturers will have been resolved by mid-summer, and that actions by the federal government will be successful in avoiding a deep recession. This scenario forecasts a decline in sales tax revenues that is expected to bottom out by the fourth quarter of 2020 with moderate subsequent gains for several quarters thereafter. The most dramatic decreases are expected during the first and second quarters 2020.

As a result of this, marginal or overly leveraged businesses may not survive a lengthy shutdown even with federal subsidies and HdL's observations of previous downturns. The return to previous spending patterns following significant income interruptions is not immediate and often evolves slowly over time. Business travelers who had to resort to teleconferencing may continue to teleconference versus the traditional hotel stays. Formerly avid brick-and-mortar shoppers may find that online shopping and delivery is now an acceptable alternative.

Statewide sales tax trends are already developing, and the biggest changes are expected in the areas of general consumer goods, and restaurants and hotels, which are anticipated to experience major impacts of decreases in the range of approximately -15.0% in the first quarter of 2020, to a - 45.0% decrease for quarter two. Other categories such as autos/transportation, building/construction, and business/industry, will also experience similar declines. Based on these trends and other reporting information, HdL has provided new updated projections for Sales & Use Taxes for the City for the balance of FY19-20.

This overview incorporates the above mentioned impacts as they relate to the fiscal status of the City's General Fund and a projection for the remainder of Fiscal Year 2019-20. It also provides a forum for discussion regarding the City's financial condition and other factors affecting the long-term financial picture.

DISCUSSION

Fiscal Year 2019-20 General Fund Projected Revenues

The amended budget for Fiscal Year 2019-20 forecasted revenues for the General Fund totals \$14.430 million. The table below reflects the 2019-20 amended budget, estimates as of the March 23 report, and new projections that take into account the factors discussed above. Below is a chart and explanation for the sources of revenue that reflect significant variances.

	2019-20				
Revenues and Transfers In	Amended Budget	March 23 Report	Current Projection	Variance from Budget	
Property Taxes	\$ 4,086,019	\$ 4,226,790	\$ 4,086,019	\$ -	
Sales & Use Taxes	4,098,260	3,873,305	3,613,736	\$ (484,524)	
Utility Users Tax	2,009,240	1,998,550	1,998,550	\$ (10,690)	
Transit Occupancy Tax	239,680	157,652	137,739	\$ (101,941)	
Franchise Fees	673,025	664,289	664,289	\$ (8,736)	
Licenses & Permits	853,205	1,011,115	860,814	\$ 7,609	
Fines & Forfeitures	720,500	780,500	741,017	\$ 20,517	
Investment Earnings	105,000	105,000	121,307	\$ 16,307	
Revenue from Other Agencies	117,505	146,085	141,504	\$ 23,999	
Charges for Services	995,532	957,071	855,473	\$ (140,059)	
Miscellaneous Revenues	72,000	74,000	74,000	\$ 2,000	
Interfund Transfers	460,000	460,000	460,000	\$ -	
Total Revenues and Transfers In	\$ 14,429,966	\$ 14,454,357	\$ 13,754,448	\$ (675,518)	

Material variances in revenues from the current projection to the amended budget are as follows:

Property Taxes were previously trending to reflect an increase over the amended budget, as shown in the March 23 report, and is now being projected to be in line with the amended budget. An adjustment has been made to allow for possible delays in funding for property tax payments.

The Orange County Tax Collector has notified property owners that it will not be extending or postponing the second installment property tax deadline of April 10, 2020, and will not allow for cancellations based on financial circumstances alone. Such requests will be reviewed on a case-by-case-basis.

As such, there could be some financial impact from property owners by delaying their payments due to economic hardships caused by COVID-19. Even though the City is not anticipating any substantial reductions in property tax revenue, a factor has been included to allow for a possible decline.

Sales & Use Taxes are projected to be approximately \$260,000 lower than the March 23 report and reflects a decline of over \$484,000 from the amended budget. The variance factors in an estimate of the economic impact from additional loss in Sales & Use Taxes as provided by HdL's latest estimate. The majority of the decrease in Sales & Use Taxes is from declines in general consumer goods, restaurants and hotels, and building and construction (Ganahl Lumber).

In addition, under the State's Executive Order 90-Day Sales Tax Payment Extension and the California Department of Tax and Fee Administration (CDTFA) Small Business Relief Payment Plan, there are additional financial cash flow impacts from these programs that will negatively impact the City's Sales & Use Tax revenue.

Transient Occupancy Tax is projected to be approximately \$20,000 less than March 23 report, and approximately \$102,000 less than budgeted. This is due to lower TOT receipts for the two existing hotels for the first half of Fiscal Year 2019-20, and an expected decline in the balance of the fiscal year. The new hotel development has been omitted from the projection.

Licenses & Permits revenue is estimated to decline by approximately \$150,000, from the March 23 report, as the level of activity experienced through the first nine months of the fiscal year is not expected to continue at the same pace due to economic impact from the ongoing pandemic. Overall, Business Licenses are projected to be approximately \$7,600 higher than the amended budget.

Fines & Forfeitures is projected to be approximately \$39,000 lower than the March 23 report, as the level of activity is not expected to continue through the balance of the fiscal year. However, Fines & Forfeitures is estimated to be approximately \$21,000 higher than the amended budget for Fiscal Year 2019-20.

Investment Earnings is projected to be slightly higher than the amended budget due to better performance in the investment portfolio during the first half of the fiscal year. However, declines in the investment portfolio earnings may occur as the market reacts to changes in the economy over the balance of the fiscal year and on a longer term.

Charges for Services will see a decline of approximately \$102,000 from the March 23 report, based on the cancellation or postponement of many of Recreation's classes and programs, with a partial offset in part-time staffing costs used in conjunction with these activities. The decrease from the amended budget is projected to be approximately \$140,000 lower for Fiscal Year 2019-20.

Fiscal Year 2019-20 General Fund Projected Expenditures

The amended budget for Fiscal Year 2019-20 forecasted operating expenditures for the General Fund totals \$14.430 million. The table below reflects expenditures for the 2019-20 amended budget, estimates as of March 23 report, and new updated projections.

Department	2019-20 Amended Budget	March 23 Report	Current Projection	Variance from Budget
City Council	\$ 66,895	\$ 71,895	\$ 71,895	\$ 5,000
City Manager/City Clerk	796,632	830,591	830,591	\$ 33,959
Finance	752,515	726,145	726,145	\$ (26,370)
City Attorney	176,000	205,000	205,000	\$ 29,000
Police	6,411,556	6,003,213	6,003,213	\$ (408,343)
Development Services	3,116,894	2,989,451	2,989,451	\$ (127,443)
Recreation and Community Services	1,724,608	1,676,215	1,542,703	\$ (181,905)
Non-Departmental	575,865	575,865	575,865	\$ -
Interfund Operating Transfers	809,000	809,000	809,000	\$ -
Total Operating Expenditures and Transfers	\$ 14,429,965	\$ 13,887,375	\$ 13,753,863	\$ (676,102)
Non-operating Expenditures				
Grant-related carryover	\$ 53,221	\$ 53,221	\$ 53,221	\$ -
General Plan Update	18,475	17,391	17,391	\$ (1,084)

Variances in expenditures from the current projection as compared to the amended budget, have been identified and are discussed below. A positive variance, is shown for City Council, City Manager/City Clerk, and City Attorney, and reflects that the department has already exceeded its allocated budget as dollars have already been spent for the most part. Any overages in the identified department budgets were not accounted for in the Amended Budget.

Conversely, Police, Development Services, and Recreation and Community Services, reflect negative variances, or cost savings, as discussed below. Staff is not recommending any formal action for budget amendments at this time, but wanted to inform the Budget Standing Committee and Council of the individual departmental cost breakdowns.

City Council – Fiscal Year 2019-20 City Council expenditures will be \$5,000 higher than budget due to an increase in material costs for the City's 60th Anniversary.

City Manager/City Clerk – Expenditures for Fiscal Year 2019-20 will be \$33,959 higher than budget due to higher payouts in anticipated departures.

City Attorney – Fiscal Year 2019-20 expenditures will be \$29,000 higher than budget primarily due to a higher volume of assignments handled by the City Attorney than originally anticipated.

Police – Expenditures are projected to be **\$408,000 below budget**, which is primarily attributable to salary savings from four vacancies in the first half of Fiscal Year 2019-20. The salary savings will be partially offset with \$133,000 more in projected overtime expenditures in Patrol to cover shifts, and \$29,000 more in projected payouts due to higher than anticipated departures.

Development Services – Fiscal Year 2019-20 expenditures are estimated to be approximately **\$127,000 below budget**, which is primarily attributable to salary savings from the vacant Development Services Director position. This is partially offset by higher Contractual Services of approximately \$51,000 to cover for the vacancy. In addition, there is approximately \$15,000 savings in Park maintenance due to lower water consumption.

Recreation and Community Services – Expenditures for the department are projected to be approximately \$133,000 less than the March 23 report, as additional cost savings will be realized with the cancellation and postponement of classes and events, and lower part-time salaries and costs. Overall, department expenditures for Recreation and Community Services are estimated to be approximately **\$182,000 less than amended budget** for Fiscal Year 2019-20.

Capital Funding Needs

Spending for CIP, as identified in the Amended Budget, is being followed for FY19-20. Staff is not recommending any new or additional funding for capital projects for the balance of the fiscal year, and will return with an updated CIP plan for the fiscal year 2020-21 Budget.

Fiscal Year 2019-20 Budget Amendment Discussion

Although Staff is not recommending any formal action for amendments for General Fund expenditure increases for City Council, City Manager/City Clerk, and City Attorney, the Budget Standing Committee and Council may consider any budget amendments at its discretion.

The City also received a grant award from SCAG for a Community-wide Active Transportation Plan to establish a bike and pedestrian-friendly environment. The City originally applied for the grant in 2016 (approved by Council), but it was just recently awarded. The City is required to “match” the grant with \$15,000 (originally estimated as \$20,000), or 10% matching for the project. SCAG is requiring assurances that the City is prepared to match the grant before moving forward. The staff report dated November 21, 2016, stated that if awarded the grant, staff would return to the City Council to request an appropriation for the project since this was not taken into account for FY2019-20 budget. Staff is recommending that the funding for grant matching of \$15,000 be made from the Facilities, Streets, and Parks Capital Expenditures Fund (52).

Fiscal Sustainability

On March 16, Council entered into a second contract with FM3 to provide additional polling and feedback on an additional one-half percent sales tax increase, for a full 1.5% tax increase measure for the November 2020 ballot. This additional increase will better address the long-term budget deficit gaps estimated to be \$1.4M FY2020-21 to over \$3.4M in FY2027-28, and fund some of the identified essential Capital Improvement Projects, estimated at approximately \$60M.

As staff begins the process of developing the upcoming Fiscal Year 2020-21 budget, it will also be updating the City's long-term financial plan, including revisions for revised Sales & Uses Taxes, and potential changes to CalPERS costs. Given the current economic conditions and future uncertainty, it should be noted that the processes will be challenging to balance services with uncertainty in certain revenue streams that have been affected by the pandemic.

Fiscal Impact

The Fiscal Year 2019-20 estimated General Fund expenditures and revenues are based on the most likely projected scenarios and includes a number of other assumptions. The changes have been dramatic as the economy and businesses are reacting rapidly to consumer spending patterns and other fluctuations in the market caused by the ongoing pandemic. In a manner of a few weeks, the projected change in General Fund Balance has gone from a positive \$567,000 (March 23 report), to the current projection of less than \$1,000, over a half a million dollar downward swing. The salary savings that were originally projected for FY19-20, have now been eliminated with the reduction in revenues mainly from the decrease in Sales & Use Taxes.

Additional Legislative Impacts

At this time, the Federal and State governments have announced financial aid programs in response to COVID-19. On the federal level, a \$2 trillion stimulus package Coronavirus Aid, Relief, and Economic Security (CARES) Act, was recently enacted. Under the agreement, the federal government will provide direct funding for state and local governments through various programs and grants.

On the State level, the Governor has announced an Executive Order and plans to provide financial relief for California small businesses dealing with the resulting economic hardship caused by the pandemic. The first program is a 90-Day Sales Tax Payment Extension, or "bridge loan" and it will allow qualifying businesses a 90-day extension for sales, use and transactions tax returns and related tax payments, until the end of July to file their first quarter 2020 returns. The financial impact from this is estimated to be a decrease of approximately \$426,000 in Sales & Use Taxes. Since sales tax payments are expected within 60 days of fiscal year end, the City will reflect this money for FY19-20 under accrual accounting.

In addition to and conjunction with the 90-day extension, qualifying businesses may also enter into an Installment Payment Plan with the CDTFA, that allows them to spread their 1st Quarter 2020 liability over a twelve-month period, whereby their first payment would be due on August 31, 2020. The estimated financial impact from this is an additional \$275,000 decrease for Sales & Use Taxes for FY19-20, and will be reflected in the following fiscal year, as remittance to the City will be spread over a twelve-month period.

The program allows small businesses a one-year reprieve in retaining up to \$50,000 that they would otherwise owe the state in sales tax. The state government takes sales tax revenue and redistributes it to counties and cities, but will now rely on financial support from the recently passed federal stimulus package to aid local governments.

In addition, the State is also urging small businesses to apply for federal financial support through two programs through the Small Business Administration: Economic Injury Disaster Loans, and the Paycheck Protection Loan Guarantee Program, which is a grant program designed to assist businesses retain and pay employees during the coronavirus pandemic.

Even though these additional Sales & Use Tax deferral programs will have negative financial impacts, the majority of the deferred sales tax dollars are expected to flow to the City in FY19-20. Under the current projections and assumptions, the General Fund will remain essentially balanced.

As the balance of the fiscal year develops, Staff will continue to monitor the General Fund revenues and expenditure and will provide the Budget Standing Committee and the City Council with updates as additional information becomes available.

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

NOTICE OF ADJOURNMENT

LOS ALAMITOS CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN that the Los Alamitos City Council has adjourned the Regular meeting of April 20, 2020, to **Monday, May 4, 2020, at 5:00 p.m.**, in the City Council Chamber, 3191 Katella Avenue, Los Alamitos, for the purpose of conducting an Adjourned Regular meeting.



Windmera Quintanar, MMC
City Clerk

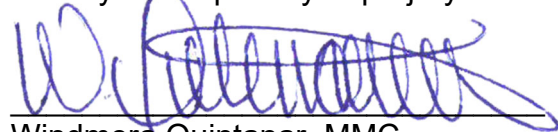
AFFIDAVIT OF POSTING

NOTICE OF ADJOURNMENT OF MEETING

State of California }
County of Orange } ss

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby declare that the Regular meeting held on Monday, April 20, 2020, was adjourned to Monday, May 4, 2020 at 5:00 p.m. A copy of said Notice of Adjournment was posted in a conspicuous place in the Council Chamber.

I certify under penalty of perjury that the foregoing is true and correct.



Windmera Quintanar, MMC
City Clerk



CITY OF LOS ALAMITOS



2019/20 General Fund Financial Forecast April 20, 2020



Overview

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- Review 2019-20 General Fund financial forecast
- Operational impacts from COVID-19
- Regulatory responses and impacts

2019/20 General Fund Financial Forecast

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- Operational impact from COVID-19
 - Reduction in Revenues
 - ✦ Sales & Use Taxes
 - ✦ TOT
 - ✦ Charges for Services
 - Reduction in costs
 - ✦ Vacant positions
 - ✦ Cancellation of events, classes
 - ✦ Part time staffing

2019/20 General Fund Financial Forecast

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Fiscal Year 2019/20 General Fund Forecast - March 23 Report

Beginning Fund Balance	\$	8,000,603
Add: Revenue and Transfers In		14,454,357
Less: Operating Expenditures/Transfers Out		(13,887,375)
Ending Fund Balance		8,567,585
Change in Fund Balance	\$	566,982

2019/20 General Fund Revenues

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Revenues and Transfers In	2019-20 Amended Budget	March 23 Report	Current Projection	Variance from Budget
Property Taxes	\$ 4,086,019	\$ 4,226,790	\$ 4,086,019	\$ -
Sales & Use Taxes	4,098,260	3,873,305	3,613,736	(484,524)
Utility Users Tax	2,009,240	1,998,550	1,998,550	(10,690)
Transit Occupancy Tax	239,680	157,652	137,739	(101,941)
Franchise Fees	673,025	664,289	664,289	(8,736)
Licenses & Permits	853,205	1,011,115	860,814	7,609
Fines & Forfeitures	720,500	780,500	741,017	20,517
Investment Earnings	105,000	105,000	121,307	16,307
Revenue from Other Agencies	117,505	146,085	141,504	23,999
Charges for Services	995,532	957,071	855,473	(140,059)
Miscellaneous Revenues	72,000	74,000	74,000	2,000
Interfund Transfers	460,000	460,000	460,000	-
Total Revenues and Transfers In	\$ 14,429,966	\$14,454,357	\$ 13,754,448	\$ (675,518)

2019/20 General Fund Financial Forecast

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- Preliminary GF projection showed \$567,000 increase - primarily salary savings
- New projection reflects reduction in revenues
- Largest reductions in Sales & Use Taxes (-\$484K)
 - General Consumer Goods: 1Q20 -15%, 2Q20 -45%
 - Restaurants/Hotels: 1Q20 -10%, 2Q20-60%
 - Building/Construction: 1Q20 -7%, 2Q20 -40%
 - County Pools: 1Q20 15%, 2Q20 10%
- Other revenue reductions
 - TOT (-\$102K)
 - Charges for Services (-\$140K)

2019/20 General Fund Expenditures

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Department	2019-20 Amended Budget	March 23 Report	Current Projection	Variance from Budget
City Council	\$ 66,895	\$ 71,895	\$ 71,895	\$ 5,000
City Manager/City Clerk	796,632	830,591	830,591	33,959
Finance	752,515	726,145	726,145	(26,370)
City Attorney	176,000	205,000	205,000	29,000
Police	6,411,556	6,003,213	6,003,213	(408,343)
Development Services	3,116,894	2,989,451	2,989,451	(127,443)
Recreation and Community Services	1,724,608	1,676,215	1,542,703	(181,905)
Non-Departmental	575,865	575,865	575,865	-
Interfund Operating Transfers	809,000	809,000	809,000	-
Total Operating Expenditures and Transfers	\$ 14,429,965	\$13,887,375	\$13,753,863	\$ (676,102)
Non-operating Expenditures				
Grant-related carryover	\$ 53,221	\$ 53,221	\$ 53,221	\$ -
General Plan Update	18,475	17,391	17,391	\$ (1,084)
Total Non-operating Expenditures	\$ 71,696	\$ 70,612	\$ 70,612	\$ (1,084)

2019/20 General Fund Expenditures

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- Departmental Cost Highlights
 - Police \$408,000 below budget – vacant positions
 - Development Services \$127,000 below budget – vacant position
 - Recreation and Community Services \$182,000 below budget – cancellation of events, reduced part time costs
- CIP
 - General Fund expenditures on hold (i.e. Police cameras, lobby hardening, men's locker room)

2019/20 General Fund Financial Forecast

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- Regulatory Responses/Impact - State
 - California - Governor's Executive Order
 - ✦ 90-Day Sales Tax Payment Extension (decrease of \$426K)
 - 326 potential accounts; 61% of total accounts impacted
 - ✦ Installment Payment Plan (decrease of \$275K)
 - 312 potential accounts; 38% of total accounts impacted
 - Mostly affects cash flow for Fiscal Year 19-20
 - ✦ 90-day deferment received FY19-20
 - ✦ Balance spread over 12-month period FY20-21
 - First installment due 7/31/20, final payment 7/31/21
 - Payments not received within this timeframe, will accrue interest, penalties

2019/20 General Fund Financial Forecast

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- Regulatory Responses/Impact - Federal Aid (CARES Act)
 - Have seen 3 rounds of stimulus bills
 - No direct allocation to populations <500,000
 - Anticipating 4th bill will allow for allocations that City can take advantage of
 - Example of typical funding - CDBG (HUD) - \$5 billion
 - ✦ \$2 billion - direct allocation to states/local governments-regular formula (70% communities/30% States)
 - All grantees with CDBG allocation in FY20 to receive funding
 - ✦ \$1 billion new formula - # cases compared to national average, economic and housing market disruptions, other factors
 - ✦ \$2 billion new formula - developed by HUD
 - Used to reimburse allowable costs incurred by state or locality
 - Allocations made on rolling basis
 - Other funding programs
 - ✦ FEMA \$45 billion
 - ✦ SBA \$349 billion

2019/20 General Fund Financial Forecast

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- Projections based on most likely scenarios
- Includes updated data from HdL, Beacon Economics
- Includes number of other assumptions
- Estimates represent worse case scenarios
- Results for FY19-20 could be +/- \$150K - \$250K

2019/20 General Fund Financial Forecast

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- Next Steps
 - Compile FY20-21 Budget model
 - Update 10-year long-term forecast
 - ✦ Reflect known reductions in Sales & Use Taxes, other revenues
 - ✦ Reflect other reductions
 - ✦ Include modeling for potential sales tax increase
 - ✦ Available funding from Federal aid programs

Staff Recommendation

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1. Receive and file the General Fund financial forecast for Fiscal Year 2019/20.