

1. Agenda

Documents:

[11-16-20-CITY-COUNCIL-REGULAR-AGENDA.PDF](#)

2. Meeting Materials

Documents:

[11-16-20-TO-12-14-20 NOTICE OF ADJOURNMENT.PDF](#)

CITY OF LOS ALAMITOS
3191 Katella Ave., Los Alamitos, CA 90720

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, November 16, 2020 – 5:30 p.m.

SAFETY ALERT –NOTICE REGARDING COVID-19

Due to COVID-19, the above meeting of the City of Los Alamitos City Council 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: 813 6732 4740. 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 start of Oral Communications.** 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 City Council 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. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Gov't Code § 54956.9): New York Marine and General Insurance Company v. City of Los Alamitos, et. al., Superior Court of California, County of Orange, Case No: 30-2020-01158337-CU-PO-CJC.

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager – Annual Performance Evaluation

C. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Negotiator: Richard Murphy, Mayor
Unrepresented Employee: Chet Simmons, City Manager

4. PLEDGE OF ALLEGIANCE

Mayor Murphy will lead the Pledge of Allegiance.

INVOCATION

Council Member Hasselbrink will give the Invocation.

5. PRESENTATIONS

A. Presentation of Certificates of Recognition to the Police Department for its Investigative Work Regarding the Storage Unit Burglary of Casa Youth Shelter

B. Presentation of the Excellence in Government Finance Award from the Government Finance Officers Association to Interim Finance Director Craig Koheler

C. Presentation by Sergeant Chris Lee Regarding the Homeless Liaison Officer Program

D. Presentation by Orange County Sanitation District Providing a Project Overview for the Los Alamitos Trunk Sewer

6. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

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.

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7. COUNCIL ANNOUNCEMENTS

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

Ratify the Warrants for November 16, 2020 in the amount of \$800,927.76 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 November 17, 2020 to December 20, 2020.

ROLL CALL

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

10. CONSENT CALENDAR

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

- A. Approval of Minutes (City Clerk)**
Approve the City Council Regular Minutes of October 19, 2020.

- B. Resolution No. 2020-34– Adopting the June 30, 2020 Measure M2 Expenditure Report (Finance)**
Each agency that receives Measure M2 funds is required by the Orange County Transportation Authority (OCTA) to adopt via resolution an annual Expenditure Report to account for the use of Measure M2 funds.

Recommendation: Adopt Resolution No. 2020-34, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2020”.

- C. Resolution No. 2020-35 – Annual Investment Policy (Finance)**
This report outlines the City’s Investment Policy, which provides the guidelines for prudent investment of the City’s idle or reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City’s investment portfolio.

Recommendation: Adopt Resolution No. 2020-35, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2020.”

- D. Resolution 2020-36 – Minimum Wage Increase (Finance)**
This report addresses the state-wide minimum wage increase that becomes effective January 1, 2021.

Recommendation: Adopt Resolution No. 2020-36, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2021 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2019-39.”

- E. Treasurer’s Quarterly Investment Report – September 2020 (Finance)**
The item for City Council consideration is receipt of the Treasurer’s Quarterly Investment Report.

Recommendation: Receive and file the Treasurer’s Quarterly Investment Report – September 2020.

**F. Professional Services Agreement with Bordin Semmer LLP
(Administration)**

The purpose of this report is to seek approval for a Professional Services Agreement with Bordin Semmer, LLP to retain defense counsel to represent the City in claims or lawsuits filed against the City.

Recommendation: Authorize the Mayor to execute the Professional Services Agreement with Bordin-Semmer, LLP to represent the City in connection with future defense lawsuits.

G. Disposal of Surplus Equipment (Development Services)

This item sets forth a recommendation to dispose of surplus equipment.

Recommendation: Declare the listed equipment as surplus and authorize its disposal in accordance with Los Alamitos Municipal Code, Section 2.60.020.

H. Approval of the Request for Proposals (RFP) 2020-05 and Authorization to Bid for Annual Park and Landscape Maintenance Services (Development Services)

This report facilitates the solicitation of bids for contractual services for the maintenance, removal and replacement of trees within the City's community forest.

Recommendations:

1. Approve the Request for Proposals (RFP) 2020-05 for annual Park and Landscape Maintenance Services which shall include litter pick-up, weed removal, mowing, edging, trimming, and sweeping (blowing) of public parks and maintenance of landscaped areas throughout the City; and,
2. Authorize Staff to advertise and solicit bid proposals.

**I. Notice of Completion (NOC) for the Community Center Americans with Disabilities Acts (ADA) Improvements Project (CIP No. 19/20-05)
(Development Services)**

The Community Center ADA Improvements Project upgraded two ADA ramps and portions of sidewalk within the City's Community Center parking lot area in order to provide ADA compliance. Staff is recommending that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the California Public Contract Code.

Recommendations:

1. Accept as complete the construction for the Community Center ADA Improvements Project (CIP No. 19/20-05) by Golden State Constructors; and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$1,682.50, thirty-five (35) days after recordation of the Notice of Completion.

J. Approval of Request for Proposals (RFP) 2020-04 for a HCD LEAP Grants Program Consultant (Development Services)

This item recommends approval of a request for proposals for contractual services from a HCD LEAP Grants Program Consultant.

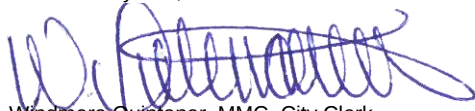
Recommendations:

1. Approve the Request for Proposals (RFP) 2020-04 for the hiring of an HCD LEAP Grants Program Consultant; and,
2. Authorize Staff to advertise and solicit bid proposals.

11. ADJOURNMENT

The City Council will adjourn to Monday, December 14, 2020.

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: November 12, 2020

CITY OF LOS ALAMITOS

A/P Warrants

NOVEMBER 16, 2020

To Ratify

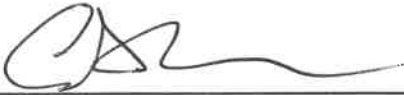
Pages:				
1-7	\$	131,460.12	Warrants	10/19/2020
8-9	\$	3,095.02	Advanced Warrant	10/21/2020
10-14	\$	154,412.84	Warrants	11/03/2020
	\$	9,216.02	November Retirees	11/01/2020
	\$	144,821.64	Payroll	10/16/2020
	\$	141,290.31	Benefits & Withholdings	10/16/2020
	\$	139,633.90	Payroll	10/30/2020
	\$	76,997.91	Benefits & Withholdings	10/30/2020
Grand Total	\$	800,927.76		

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 November 17, 2020 to December 20, 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 4th day of November, 2020

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	BULLET PROOF VEST-ARNOLD AMMUNITION	GENERAL FUND	PATROL	775.00
		GENERAL FUND	PATROL	3,830.52
			TOTAL:	4,605.52
ALL CITY MANAGEMENT SERVICES	CROSSING GUARD- 09/20-10/0	GENERAL FUND	TRAFFIC	7,242.24
			TOTAL:	7,242.24
BEE REMOVERS	BEE REMOVERS-12131 CHERRY	GENERAL FUND	PARK MAINTENANCE	140.00
			TOTAL:	140.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS- SEPT. 2020	GENERAL FUND	PATROL	508.00
			TOTAL:	508.00
CALIFORNIA PEACE OFFICERS' ASSOCIATION	2021 CHIEF'S DUES/MEMBERSH	GENERAL FUND	POLICE ADMINISTRATION	125.00
			TOTAL:	125.00
CARLA J. GAVIN	MEASURE Y MAILER- SPANISH	GENERAL FUND	NON-DEPARTMENTAL	95.00
			TOTAL:	95.00
JHM SUPPLY, INC.	IRRIGATION PARTS FOR FARQU	GENERAL FUND	PARK MAINTENANCE	150.56
			TOTAL:	150.56
CARTRIDGE WORLD OF LOS ALAMITOS	PRINTER INK CARTRIDGE- COM	GENERAL FUND	COMMUNITY DEVEL ADMIN	108.82
			TOTAL:	108.82
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW AUG. 2020 M.S	GENERAL FUND	NON-DEPARTMENTAL	435.00
	NPDES- JULY 2020 MARK ABBO	GENERAL FUND	NPDES	2,208.00
	WQMP SVCS. JULY 2020 J.KOG	GENERAL FUND	NPDES	276.00
	WQMP AUG. 2020 M.SMITH/J.	GENERAL FUND	NPDES	1,776.00
			TOTAL:	4,695.00
CITY OF LONG BEACH	1ST Q CONTRACT- FY 20-21	GENERAL FUND	ADMINISTRATIVE SERVICE	19,530.00
			TOTAL:	19,530.00
COUNTY OF ORANGE TREASURER-TAX	OCSD COMM - JULY 1- SEPT	GENERAL FUND	COMMUNICATIONS TECHNOL	1,638.48
	OCATS CIRCUIT/SUPPORT 09/2	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OC AUTO ID- AFIS OCT. 2020	GENERAL FUND	COMMUNICATIONS TECHNOL	515.00
			TOTAL:	3,426.81
DANIELS TIRE SERVICE	USED TIRE PICK UP	GARAGE FUND	GARAGE	223.00
			TOTAL:	223.00
DATA TICKET, INC.	AUG. 2020 CITATION PROCESS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	175.00
			TOTAL:	175.00
DELL MARKETING L.P.	DELL LATITUDE 7490	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,920.92
	DELL LATITUDE 7490	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	579.18
			TOTAL:	2,500.10
DIGITAL SCEPTER CORPORATION	GLOBALPROTECT	GENERAL FUND	RECREATION ADMINISTRATION	760.00
			TOTAL:	760.00
DISCOVERY BENEFITS, INC.	FLEX ADMIN SVCS. SEPT. 202	GENERAL FUND	ADMINISTRATIVE SERVICE	63.00
			TOTAL:	63.00
DON WALKER	PARK SANITIZING WEEK 8/9	GENERAL FUND	PARK MAINTENANCE	4,500.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
EDDIE CHENG CORPORATION	PARK SANITIZING WEEK 10/11	GENERAL FUND	PARK MAINTENANCE	4,500.00
	TOTAL:			9,000.00
	BIKE AND BITES EVENT	GENERAL FUND	SPECIAL EVENTS	81.00
IRMA J. SANTOS	PD CAR WASHES	GARAGE FUND	GARAGE	255.00
	RECREATION CAR WASHES	GARAGE FUND	GARAGE	40.00
	TOTAL:			295.00
FB OF SOUTHERN CALIFORNIA LP	BIKE AND BITES EVENT	GENERAL FUND	SPECIAL EVENTS	80.00
	TOTAL:			80.00
FRONTIER COMMUNICATIONS	JAIL ALARM/ PROP. ROOM ALA	GENERAL FUND	COMMUNICATIONS TECHNOL	244.55
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	56.74
	TOTAL:			301.29
GABRIEL LUMBER COMPANY	KEY COPY	GENERAL FUND	BUILDING MAINTENANCE	10.72
	REP COPIES	GENERAL FUND	BUILDING MAINTENANCE	3.76
	MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	10.73
	HEAT GUN/NYLON CORD	GARAGE FUND	GARAGE	57.09
	TOTAL:			82.30
GEORGE HILLS COMPANY, INC.	MEDICARE/ CMS REPORT FEES	SELF INSURANCE TRU	INSURANCE	250.00
	GL TPA SERVICES- OCT. 2020	SELF INSURANCE TRU	INSURANCE	2,360.17
	TOTAL:			2,610.17
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,505.75
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,366.18
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	6,815.62
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	8,818.12
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	1,647.59
JACK GRISWOLD	CPR FOR ADULT, CHILD, & IN	GENERAL FUND	SPECIAL CLASSES	50.05
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	29.25
	TOTAL:			79.30
MISC. VENDOR	MICHAEL P. ALFORD	GENERAL FUND	NON-DEPARTMENTAL	80.00
	ANGELINA'S FAMOUS PIZZ	GENERAL FUND	SPECIAL EVENTS	160.00
	A LA WAFFLE	GENERAL FUND	SPECIAL EVENTS	161.00
	JIMMY JOHNS SANDWICHES	GENERAL FUND	SPECIAL EVENTS	78.00
	HORTENCIA'S OC GRILL	GENERAL FUND	SPECIAL EVENTS	134.00
	WARCOO'S FISH TACO	GENERAL FUND	SPECIAL EVENTS	128.50
	TEOFILO COFFEE COMPANY	GENERAL FUND	SPECIAL EVENTS	81.00
	TOTAL:			822.50
COMMUNITY MEDIA CORP.	DAY CAMP AD	GENERAL FUND	DAY CAMP	189.00
	CLASSES AD	GENERAL FUND	SPECIAL CLASSES	189.00
	4TH OF JULY ENE	GENERAL FUND	SPECIAL EVENTS	837.50
	4TH OF JULY SB	GENERAL FUND	SPECIAL EVENTS	1,026.00
	4TH OF JULY SB	GENERAL FUND	SPECIAL EVENTS	1,026.00
OMEGA INDUSTRIAL SUPPLY, INC.	4TH OF JULY	GENERAL FUND	SPECIAL EVENTS	837.50
	TOTAL:			4,103.00
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	312.52

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	312.52
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES 08/09 2020 GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	12,770.00
	BUILDING PERMIT	GENERAL FUND	NON-DEPARTMENTAL	638.50
			TOTAL:	12,131.50
CUR LOS AL	MANAGEMENT SVCS. OCT. 2020 GENERAL FUND	GENERAL FUND	CITY COUNCIL	416.67
	MANAGEMENT SVCS. OCT. 2020 GENERAL FUND	GENERAL FUND	LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS. OCT. 2020 LOS ALAMITOS TV	GENERAL FUND	LOS ALAMITOS TV	833.33
			TOTAL:	2,083.33
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	850.74
			TOTAL:	850.74
REDIFLEX TRAFFIC SYSTEMS, INC.	SEPT. 2020 INTERSECTION CO GENERAL FUND	GENERAL FUND	TRAFFIC	9,686.16
			TOTAL:	9,686.16
SUZANNE ROADY-ROSS	INTERMEDIATE T'AI CHI CHI GENERAL FUND	GENERAL FUND	SPECIAL CLASSES	129.60
			TOTAL:	129.60
SUSAN SAME-CLIFFORD, PH.D.	PSYCHOLOGICAL EVAL -DON TRA GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	450.00
			TOTAL:	450.00
SIR SPEEDY	BUSINESS CARDS: BRUCKI	GENERAL FUND	PATROL	61.95
			TOTAL:	61.95
SITONE LANDSCAPE SUPPLY HOLDING, LLC	CEMENT FOR LAUREL PARK TEN GENERAL FUND	GENERAL FUND	PARK MAINTENANCE	27.19
			TOTAL:	27.19
SPARKLETTE DRINKING WATER	SPARKLETTS DRINKING WATER	GENERAL FUND	BUILDING MAINTENANCE	240.79
			TOTAL:	240.79
SUNNY SLOPE TREES	RESIDENT TREE- (PARKWAY)	GAS TAX	CAPITAL PROJECTS	39.87
			TOTAL:	39.87
SUPERIOR PAVEMENT MARKINGS, INC.	REPAINT- YELLOW CROSSWALK	GAS TAX	CAPITAL PROJECTS	1,625.00
			TOTAL:	1,625.00
TACO SURF CANTINA INC	BIKE AND BITES EVENT	GENERAL FUND	SPECIAL EVENTS	96.50
			TOTAL:	96.50
NANCY K. BOHL INCORPORATED	CONTRACT SVCS. SEPT. 2020 GENERAL FUND	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	CITY MANAGER	1,867.67
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	469.53
			TOTAL:	2,337.20
U.S. BANK	LOCC 2020 CONF. (GROSE/HAS	GENERAL FUND	CITY COUNCIL	100.00
	COSTCO COFFEE SUPPLIES	GENERAL FUND	CITY COUNCIL	30.73
	CITY WIDE ID CARDS	GENERAL FUND	CITY COUNCIL	288.93
	REGISIER MONTHLY MEMBERSHI	GENERAL FUND	CITY MANAGER	10.00
	UPS	GENERAL FUND	CITY MANAGER	6.90
	ILLUSTRATOR MEMBERSHIP	GENERAL FUND	CITY MANAGER	33.99
	ADOBE ACROBAT	GENERAL FUND	CITY MANAGER	14.99
	REGISIER MONTHLY MEMBERSHI	GENERAL FUND	CITY MANAGER	10.00

VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MEASURE Y WEBSITE	GENERAL FUND	CITY MANAGER	9.98
MEASURE Y DOMAIN	GENERAL FUND	CITY MANAGER	25.16
COSTCO BUSINESS MEMBERSHIP	GENERAL FUND	CITY MANAGER	120.00
MEASURE Y	GENERAL FUND	CITY MANAGER	2,909.26
GOVERNMENT FINANCE MEMBERS	GENERAL FUND	ADMINISTRATIVE SERVICE	190.00
ADOBE ACROBAT	GENERAL FUND	ADMINISTRATIVE SERVICE	14.99
SITEGROUND WEBSITE 1 MONTH	GENERAL FUND	ADMINISTRATIVE SERVICE	99.80
WILE CONF. REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	99.00
REFUND FOR CONF. IACP	GENERAL FUND	POLICE ADMINISTRATION	425.00-
AWARD FOR REEVES EYE LASER	GENERAL FUND	POLICE ADMINISTRATION	97.25
BADGE LABELS	GENERAL FUND	POLICE ADMINISTRATION	168.00
WILE CONF. REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	199.00
NEW PETTY CASH BOX	GENERAL FUND	POLICE ADMINISTRATION	37.60
DRY ERASE MARKERS	GENERAL FUND	POLICE ADMINISTRATION	14.65
ADOBE ACROBAT	GENERAL FUND	POLICE ADMINISTRATION	14.99
ROACH BAITS	GENERAL FUND	POLICE ADMINISTRATION	12.38
BLUE BOOK LAW BOOK	GENERAL FUND	POLICE ADMINISTRATION	16.96
GLASS DRY ERASE BOARD	GENERAL FUND	POLICE ADMINISTRATION	68.58
RIPA SUMMIT CAPTAINS	GENERAL FUND	PATROL	198.00
SUPPLIES- RECORDS/PROPERTY	GENERAL FUND	PATROL	83.27
LIGHT BAR FOR PATROL CAR	GENERAL FUND	PATROL	161.61-
DR. GILMARTIN WEBINAR	GENERAL FUND	PATROL	30.00
KLENEX AND KITCHEN SUPPLI	GENERAL FUND	PATROL	99.65
FORCE STAMP FOR PROPERTY	GENERAL FUND	RECORDS	9.69
FORCE STAMP FOR PROPERTY	GENERAL FUND	RECORDS	9.69
DRY ERASE BOARDS EVIDENCE	GENERAL FUND	RECORDS	52.87
TRAFFIC COLLISION TRAINING	GENERAL FUND	TRAFFIC	350.00
STAFF SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	71.31
PW STICKERS FOR HALLOWEEN	GENERAL FUND	PUBLIC WORKS ADMIN	145.46
YEARLY EPA FEE	GENERAL FUND	STREET MAINTENANCE	78.00
SAFETY GLASSES	GENERAL FUND	STREET MAINTENANCE	60.96
WORK PANTS FOR JOSE MENDOZ	GENERAL FUND	PARK MAINTENANCE	146.50
FACE MASKS	GENERAL FUND	PARK MAINTENANCE	48.44
PW JACKETS	GENERAL FUND	PARK MAINTENANCE	361.59
BELT FOR RIDE ON MOWER	GENERAL FUND	PARK MAINTENANCE	76.39
SUBSC. NOTHERN TOOLS/ EQUI	GENERAL FUND	BUILDING MAINTENANCE	39.99
BROCHURE IMAGE	GENERAL FUND	RECREATION ADMINISTRA	49.00
ADOBE FOR TRAINI	GENERAL FUND	RECREATION ADMINISTRA	14.99
MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRA	269.00
ADOBE FOR EMELINE	GENERAL FUND	RECREATION ADMINISTRA	29.99
APPLE STORAGE	GENERAL FUND	RECREATION ADMINISTRA	2.99
WIRELESS ACCESS POINT	GENERAL FUND	RECREATION ADMINISTRA	120.93
GOOGLE STORAGE	GENERAL FUND	RECREATION ADMINISTRA	2.99
CPRE EMELINE	GENERAL FUND	RECREATION ADMINISTRA	155.00
MEMBERSHIP -200M	GENERAL FUND	RECREATION ADMINISTRA	14.99
SUPPLIES- STOP SIGNS	GENERAL FUND	RECREATION ADMINISTRA	86.29
DIRECT TV WIFI	GENERAL FUND	RECREATION ADMINISTRA	127.13
TONER CARTRIDGES	GENERAL FUND	RECREATION ADMINISTRA	88.93
FRONT DESK SUPPLIES	GENERAL FUND	RECREATION ADMINISTRA	179.00
MEMORY CARD FOR CAMERA	GENERAL FUND	RECREATION ADMINISTRA	141.17
WIRELESS MICROPHONE FOR CA	GENERAL FUND	RECREATION ADMINISTRA	215.46
WORK LIGHTS FOR CLASS LIGH	GENERAL FUND	RECREATION ADMINISTRA	451.38
THERMOMETERS	GENERAL FUND	RECREATION ADMINISTRA	43.08
DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	84.80
DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	198.54
PORTABLE RESTROOMS-MCAULIF	GENERAL FUND	SPORTS	119.14

VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SUPPLIES- ESCAPE ROOM	GENERAL FUND	SPECIAL CLASSES	53.86
SUPPLIES- ESCAPE ROOM	GENERAL FUND	SPECIAL CLASSES	25.47
SUPPLIES- ESCAPE ROOM	GENERAL FUND	SPECIAL CLASSES	59.25
SUPPLIES- ESCAPE ROOM	GENERAL FUND	SPECIAL CLASSES	26.84
SUPPLIES- ESCAPE ROOM	GENERAL FUND	SPECIAL CLASSES	237.26
SUPPLIES- ESCAPE ROOM	GENERAL FUND	SPECIAL CLASSES	154.39
SUPPLIES- ART CLASS	GENERAL FUND	SPECIAL CLASSES	79.13
INSTRUCTOR CONTRACT MAILER	GENERAL FUND	SPECIAL CLASSES	26.40
SUPPLIES ESCAPE ROOM	GENERAL FUND	SPECIAL CLASSES	151.17
SERVE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	340.85
SERVE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	29.88
RACE ON THE BASE WEBSITE R	GENERAL FUND	SPECIAL EVENTS	18.17
BIKES AND BITES SOCIAL CON	GENERAL FUND	SPECIAL EVENTS	500.00
EVENT SUPPLIES- SERVE LOS	GENERAL FUND	SPECIAL EVENTS	46.24
FACE MASKS FOR BIKES AND B	GENERAL FUND	SPECIAL EVENTS	300.18
BIKES AND BITES	GENERAL FUND	SPECIAL EVENTS	77.86
BIKES AND BITES	GENERAL FUND	SPECIAL EVENTS	51.60
STAGE-CONCERT AT BIKES/BIT	GENERAL FUND	SPECIAL EVENTS	700.00
SUPPLIES- BIKES AND BITES	GENERAL FUND	SPECIAL EVENTS	393.29
CREDIT- BIKES AND BITES	GENERAL FUND	SPECIAL EVENTS	393.29-
SIGNS AND BROCHURES BIKES/	GENERAL FUND	SPECIAL EVENTS	377.13
TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	489.35
TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	549.70
AUTO REPAIR FORMS	GARAGE FUND	GARAGE	14.81
WHEEL WEIGHT FOR TIRE BALA	GARAGE FUND	GARAGE	31.24
		TOTAL:	12,852.70
LSA01 NEW TICKET CHARGES (	GENERAL FUND	STREET MAINTENANCE	28.15
LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	16.29
		TOTAL:	44.44
VERIZON WIRELESS	GENERAL FUND	PATROL	0.23
VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	162.20
VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVAI	30.02
VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	243.30
		TOTAL:	435.75
FUEL	GARAGE FUND	GARAGE	4,924.13
FUEL TAX CREDIT	GARAGE FUND	GARAGE	275.12-
		TOTAL:	4,649.01

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====				
10	GENERAL FUND	118,881.50		
20	GRS TAX	1,654.87		
28	LOS ALAMITOS TV	833.33		
50	GARAGE FUND	5,270.15		
63	TECHNOLOGY REPLACEMENT	2,800.10		
64	SELF INSURANCE TRUST	2,610.17		

	GRAND TOTAL:	131,460.12		

TOTAL PAGES: 6

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
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CLASSIFICATION: All
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3L POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/19/2020 THRU 10/19/2020

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 Vendor Sort
DESCRIPTION: Distribution
3L ACCTS: NO
REPORT TITLE: WARRANTS 10/19/2020
SIGNATURE LINES: 0

PACKAGE OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CWAC INCORPORATED	ENGINE OIL CHANGE/ FILTER	GARAGE FUND	GARAGE	144.65
	OIL FITLER/ODYSSEY EXT/AUX	GARAGE FUND	GARAGE	622.16
	HEATER HOSES/ CLAMPS/ COOL	GARAGE FUND	GARAGE	802.20
	ENGINE MOUNT/TRANMISSION/B	GARAGE FUND	GARAGE	1,526.01
	TOTAL:			3,095.02

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===== FUND TOTALS =====
50 GARAGE FUND          3,095.02
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GRAND TOTAL:          3,095.02
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TOTAL PAGES: 1

SELECTION CRITERIA

SELECTION OPTIONS

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CLASSIFICATION: All
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ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/21/2020 THRU 10/21/2020

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 Vendor Sort
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 10/21/2020
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: NO

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	TRUNK OR TREAT SECURITY	GENERAL FUND	SPECIAL EVENTS	388.00
			TOTAL:	388.00
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 314 HRS. 1	GENERAL FUND	TRAFFIC	6,933.12
			TOTAL:	6,933.12
ANIMAL PEST MANAGEMENT SERVICES	OTHER CONTROL- SEPT. 2020	GENERAL FUND	PARK MAINTENANCE	530.00
			TOTAL:	530.00
CARD INTEGRATORS CORPORATION	NEW DEPARTMENT ID CARDS	GENERAL FUND	POLICE ADMINISTRATION	311.94
			TOTAL:	311.94
CERRELL ASSOCIATES, INC.	AUG. 2020 MARKETING	GENERAL FUND	CITY MANAGER	3,659.00
	SEPT. 2020 MARKETING	GENERAL FUND	CITY MANAGER	12,506.55
			TOTAL:	16,165.55
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEWS 09/20, M. SMIT	GENERAL FUND	NON-DEPARTMENTAL	1,160.00
	PROF. SVCS. L. ROSEBERRY	GENERAL FUND	COMMUNITY DEVELOPMENT	4,760.00
	BUILDING & SAFETY SVCS. 09	GENERAL FUND	BUILDING INSPECTION	37,482.32
	WQMP 09/20- J. KOGA & M. SMI	GENERAL FUND	NPDES	992.50
	NPDES REVIEW- 09/20, M. ABB	GENERAL FUND	NPDES	598.00
			TOTAL:	44,992.82
COUNTY OF ORANGE TREASURER-TAX	OCSD COMM. COST 10/20-12/2	GENERAL FUND	COMMUNICATIONS TECHNOLOGY	4,032.00
			TOTAL:	4,032.00
CROWN TROPHY	JR. SUPERSTAR AWARDS	GENERAL FUND	SPORTS	47.37
			TOTAL:	47.37
DATA TICKET, INC.	SEPT. 2020 CITATION PROCES	GENERAL FUND	TRAFFIC	260.61
			TOTAL:	260.61
DON WALKER	PARK SANITIZING- WEEK, 13	GENERAL FUND	PARK MAINTENANCE	4,500.00
	PARK SANITIZING - WEEK 15	GENERAL FUND	PARK MAINTENANCE	4,500.00
			TOTAL:	9,000.00
ECOFERT, INC.	FERTIGATION SVCS. SEPT. 20	GENERAL FUND	PARK MAINTENANCE	1,587.50
			TOTAL:	1,587.50
FERGUSON, PRAET & SHERMAN	ESTATE OF AMANDA JENSEN CL SELF	INSURANCE TRU	INSURANCE	245.00
			TOTAL:	245.00
FUSCOE ENGINEERING	PROJECT 01262-001-05 MS4 P	GENERAL FUND	NPDES	4,834.00
			TOTAL:	4,834.00
GALLS / QUARTERMASTER	RED CROSSFIRE STREAM- MK4	GENERAL FUND	PATROL	374.85
			TOTAL:	374.85
GAMMEL LUMBER COMPANY	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	40.86
	MATERIALS FOR BUMP STOPS	GENERAL FUND	STREET MAINTENANCE	46.66
			TOTAL:	87.52
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	6,630.30
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	728.80
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	6,821.37
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	1,027.53

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	15,208.00
GREENTECH LANDSCAPE, INC.	WEEKLY LANDSCAPE MAINTENAN	GENERAL FUND	PARK MAINTENANCE	6,368.54
			TOTAL:	6,368.54
HARRY'S PLUMBING AND DRAINS, INC.	VIDEO INSPECTION YOUTH CEN	GENERAL FUND	BUILDING MAINTENANCE	225.00
			TOTAL:	225.00
HDL COREN & CONE	PROPERTY TAX SVCS. 3Q 2020	GENERAL FUND	ADMINISTRATIVE SERVICE	1,375.00
			TOTAL:	1,375.00
K&S AIR CONDITIONING, INC.	A.C. REPAIR IN P.D.	GENERAL FUND	BUILDING MAINTENANCE	5,126.25
			TOTAL:	5,126.25
KESTER CORPORATION	OIL MIX/ TRIMMER LINE - WA	GENERAL FUND	PARK MAINTENANCE	47.20
			TOTAL:	47.20
KEVIN GARRETT	YOUTH INTERM. TENNIS SATUR	GENERAL FUND	SPECIAL CLASSES	189.96
	YOUTH BEG. TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	371.80
	YOUTH INTERM. TENNIS THURS	GENERAL FUND	SPECIAL CLASSES	413.40
	PEE WEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	71.80
	YOUTH BEG. TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	138.45
			TOTAL:	1,179.10
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE- ADMIN SVCS.	GENERAL FUND	ADMINISTRATIVE SERVICE	268.78
	COPIER LEASE- FIANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	203.17
			TOTAL:	471.95
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	50% SHRED WATER- MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	639.01
	50% SHARED WATER-OK MIDDLE	GENERAL FUND	PARK MAINTENANCE	4,090.89
	50% SHARED WATER MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	747.35
	50% SHARED WATER OK MIDDLE	GENERAL FUND	PARK MAINTENANCE	3,194.56
			TOTAL:	8,671.81
MATRIX IMAGING PRODUCTS, INC.	BUILDING PLANS TICKET # 10	GENERAL FUND	PLANNING	2,923.32
			TOTAL:	2,923.32
MISC. VENDOR	CECELIA UNDERWOOD	GENERAL FUND	NON-DEPARTMENTAL	149.00
	CECELIA UNDERWOOD	GENERAL FUND	NON-DEPARTMENTAL	9.00
	LINDA VAN	GENERAL FUND	NON-DEPARTMENTAL	74.00
	LINDA VAN	GENERAL FUND	NON-DEPARTMENTAL	9.00
			TOTAL:	241.00
NEWPORT EXTERMINATING	PEST CONTROL- CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	15 BAIT STATIONS YOUTH CEN	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	235.00
COMMUNITY MEDIA CORP.	BIKES & BITES/ CONCERT EVE	GENERAL FUND	SPECIAL EVENTS	652.50
			TOTAL:	652.50
OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SOLUTIONS BUSINESS	GENERAL FUND	CITY MANAGER	24.70
			TOTAL:	24.70
PACIFIC TELEMANAGEMENT SERVICES	POLICE PAY PHONE- NOV. 202	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
			TOTAL:	43.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PAPER RECYCLING SPECIALISTS	SHRED EVENT 10/12/2020	GENERAL FUND	CITY MANAGER	300.00
			TOTAL:	300.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC - COTTONWOOD P	GENERAL FUND	PARK MAINTENANCE	475.00
			TOTAL:	475.00
PETTY CASH	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	22.92
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	12.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS LAUNDRY-- DETERGENT	GENERAL FUND	SPORTS	17.77
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	10.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	4TH OF JULY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	14.62
	MUSIC AND MOVIES	GENERAL FUND	SPECIAL EVENTS	18.86
			TOTAL:	136.17
PRINTMASTERS	(20) 2020-2021 BUDGET BOOK	GENERAL FUND	ADMINISTRATIVE SERVICE	404.06
	6000 COPIES- INSPECTION RE	GENERAL FUND	BUILDING INSPECTION	70.04
			TOTAL:	474.10
PRO FORCE LAW ENFORCEMENT	250 ROUNDS 12 GAUGE STABIL	GENERAL FUND	PATROL	1,311.86
			TOTAL:	1,311.86
SANBOW PRO APPAREL	BUSINESS SPOTLIGHT SHIRT	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.33
			TOTAL:	32.33
TIME WARNER CABLE	PHONE SERVICE	GENERAL FUND	CITY MANAGER	39.99
	CABLE SERVICES	GENERAL FUND	CITY MANAGER	70.43
			TOTAL:	110.42
VERIZON WIRELESS	MDC 1-8, 09/11/20 - 10/10/	GENERAL FUND	PATROL	328.16
	PD JETPACK 09/11/20 - 10/1	GENERAL FUND	PATROL	76.02
	CLO EQUIP. 09/11/20 - 10/1	GENERAL FUND	COMMUNITY OUTREACH	40.56
			TOTAL:	444.74
WAXIE'S ENTERPRISES INC.	SANITIZING SPRAY	GENERAL FUND	BUILDING MAINTENANCE	516.70
	SANITIZING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,120.23
	NAPKIN/ TOWEL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	32.22
			TOTAL:	1,669.15
POLLY WOMACK	NEEDLECRAFTS	GENERAL FUND	SPECIAL CLASSES	133.90
			TOTAL:	133.90
WOODRUFF, SPRADLIN & SMART	GEN ADVISORY 09/2020	GENERAL FUND	CITY ATTORNEY	15,785.02
	GEN ADVISORY 09/2020	GENERAL FUND	CITY ATTORNEY	80.00
	GEN ADVISORY 09/2020	GENERAL FUND	CITY ATTORNEY	877.50
			TOTAL:	16,742.52

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	154,167.84		
54	SELF INSURANCE TRUST	248.00		

	GRAND TOTAL:	154,412.84		

TOTAL PAGES: 4

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: 11/03/2020 THRU 11/03/2020

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 Vendor Sort
DESCRIPTION: Distribution
GL ACCTIS: NO
REPORT TITLE: WARRANTS 11/03/2020
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 – October 19, 2020

1. CALL TO ORDER

The City Council met in Regular Session at 6:04 p.m., Monday, October 19, 2020, in the Community Center, 10911 Oak St., Mayor Murphy presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
David Cain, Fiscal Sustainability Manager
Michael Daudt, City Attorney
Craig Koehler, Interim Finance Director
Emeline Noda, Acting Rec. and Community Srvc. Director
Ron Noda, Acting Deputy City Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Orange County Fire Authority Battalion Chief
Chelsi Wilson, Executive Assistant/Benefits

3. PLEDGE OF ALLEGIANCE

Council Member Grose led the Pledge of Allegiance.

4. INVOCATION

Mayor Murphy gave the Invocation.

5. PRESENTATIONS

Mayor Murphy presented the listed recognitions.

A. Presentation of Certificate of Recognition for California Parks and Recreation Society Volunteer Merit Awards for an Organization to Blair Pietrini of Grateful Hearts

B. Presentation of Certificate of Recognition for California Parks and Recreation Society Volunteer Merit Awards for an Individual to Manuel Gouveia

C. Presentation of a Proclamation for Small Business Saturday, November 28, 2020 to Warren De Los Angeles, Edward Torres, and Robert Cordero of Tribe Fitness

D. Presentation by Robert Acosta, Emergency Services Coordinator, Providing an Update on the City's Response to COVID-19
Emergency Services Coordinator Acosta gave a PowerPoint presentation and answered questions from the City Council.

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.

Jody Roubanis, spoke in favor of Safe Routes to School and encouraged community participation and input for the Active Transportation Plan.

7. COUNCIL ANNOUNCEMENTS

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

Council Member Grose spoke regarding attendance at the following: the Regional Military Affairs Commission, Orange County Council of Governments, American Defense Communities Military Summit, Change of Command for the 79th Sustainment Command, League of California Cities Policy Meeting, helitanker Press Conference at the Joint Forces Training Base, White House Local Elected Officials Briefings, Southern California Association of Governments meeting, and the Orange County Tax Association program. He encouraged everyone to research their ballots items and vote.

Council Member Doby spoke regarding attendance at the following: , helitanker Press Conference at the Joint Forces Training Base, Human Relations Committee, Orange County Mosquito and Vector Control District, and Coffee with a Cop.

Council Member Hasselbrink provided an overview of the helitanker and advised she had attended several virtual meetings.

Council Member Chirco spoke regarding attendance at the Coffee with a Cop and the Orange County Library Advisory Commission, and encouraged residents to educate themselves on Measure Y and vote early.

Mayor Murphy spoke regarding meetings with Orange County Mayors group and their opposition towards the recent Regional Housing Needs Assessment numbers and encouraged residents to research their ballot items and vote.

9. WARRANTS,

Motion/Second: Hasselbrink/Chirco

Unanimously Carried: Ratified the Warrants for October 19, 2020 in the amount of \$919,236.12 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 October 20, 2020 to November 15, 2020.

ROLL CALL

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

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons requested updates from various departments.

Acting Recreation and Community Services Director Noda spoke regarding upcoming events, Drive Up File and Food Festival, Drive-through Trunk or Treat, First Annual Halloween Decorating event, Escape Los Al and Spooky Egg Hunt.

Acting Deputy City Manager Noda spoke regarding the Active Transportation Plan and encouraged residents to participate in the community workshops.

Chief Nunez spoke regarding the recent Coffee with a Cop event, scheduled presentation for November regarding the Homeless Liaison Officer Program, and the postponement of the drug take back in light of COVID-19 risks.

City Manager Simmons spoke in support of Emergency Services Coordinator Acosta's efforts during the local emergency and congratulated Chief Nunez and Council for having the foresight to have such a position in place.

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: Chirco/Hasselbrink

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

A. Approval of Minutes

(City Clerk)

Approved the City Council Regular Minutes of September 21, 2020, and Special Minutes of October 12, 2020.

B. Resolution No. 2020-32 – Establishing a CARES Act Fund Budget in Response to the COVID-19 Pandemic (Finance)

This item recommended adoption Resolution No. 2020-32 that will amend the City of Los Alamitos Fiscal Year 2020/21 Operating and Capital Improvement Program Budget by establishing a CARES Act Fund Budget.

The City Council adopted a Resolution No. 2020-32, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET PLAN FOR FISCAL YEAR 2020/21 FOR THE CITY OF LOS ALAMITOS, CALIFORNIA BY ESTABLISHING A CARES ACT FUND BUDGET IN REPOSE TO THE COVID-19 PANDEMIC”.

C. 2020 Operational Area Agreement (Police)

The item was consideration to adopt the revised 2020 Orange County Operational Agreement as approved by the Orange County Board of Supervisors on May 19, 2020.

The City Council adopted Resolution No. 2020-31, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE 2020 REVISION TO THE ORANGE COUNTY OPERATIONAL AREA AGREEMENT IN COMPLIANCE WITH TITLE 19 CALIFORNIA CODE OF REGULATIONS SECTION 2400 ET SEQ. AND GOVERNMENT CODE SECTION 8550 ET SEQ.”

11. DISCUSSION ITEMS

A. Resolution No. 2020-33 – Opposing the Modified Regional Housing Needs Allocation Methodology and Assessment (Development Services)

The proposed resolution was prepared for City Council to consider opposing the modified RHNA allocation methodology. It requests intervention by the Southern California Association of Governments and the California Department of Housing and Community Development to reconsider the application of the modified Regional Housing Needs Allocation (RHNA) Methodology. It also urges the convening of the RHNA Litigation Study Team to review this item with an eye to correcting mistakes in the counting of needed housing units.

City Manager Simmons provided an overview of the item, answered questions from the City Council, and advised the City would be addressing the larger issue of the allocation numbers being fundamentally incorrect with the Resolution and at the City’s allocation level through the appeals process.

Motion/Second: Murphy/Grose

Unanimously Carried: The City Council adopted Resolution No. 2020-33, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, OPPOSING THE MODIFIED REGIONAL HOUSING NEEDS ALLOCATION METHODOLOGY AND ASSESMENT".

B. Los Alamitos Measure Y Fiscal Accountability Pledge (Finance)

At its regular meeting on Monday, July 20, 2020 the Los Alamitos City Council voted unanimously to place a 1½¢ sales tax measure on the November ballot for voter consideration. The title of the ballot measure is Los Alamitos Quality of Life, 911 Police Response, Business / Job Protection Measure. The County of Orange assigned this as "Measure Y" for the November 3, 2020 ballot.

If Measure Y is passed by a majority of Los Alamitos voters, all funds generated will remain under local control and for the benefit of the Los Alamitos community. Revenue would be subject to independent annual audits and regular reports back to the community to detail how money is being spent.

To provide additional transparency and accountability a "Fiscal Accountability Pledge" was developed that would outline the City's commitment to where any significant increase in City of Los Alamitos revenues would be allocated.

City Manager Simmons provided an overview and answered questions from the City Council.

City Council and Staff discussed the following topics:

- Difference between property and sales tax
- Support for the clarification the Pledge provides
- Encouraged residents to educate themselves and vote
- Support for the City receiving the additional sales tax over another jurisdiction as allowed by statute
- Support for keeping the quality of life in Los Alamitos
- Overview of the extensive process the City undertook to close the budget gap over the years including reducing the staff by 1/3
- Explanation of General Tax
- Concern the State may take available sales tax under the guise of COVID-19
- Support for continued public safety and community events

Motion/Second: Murphy/Grose
Unanimously Carried: The City Council:

1. Discussed the proposed Fiscal Accountability Pledge; and,
2. Adopted the Fiscal Accountability Pledge, as a guide to helping the Los Alamitos community maintain the "Quality of Life" for our residents and business community.

12. ADJOURNMENT

The City Council adjourned at 7:37 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 2020

ITEM NUMBER: 10B

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Resolution No. 2020-34– Adopting the June 30, 2020 Measure M2 Expenditure Report

SUMMARY

Each agency that receives Measure M2 funds is required by the Orange County Transportation Authority (OCTA) to adopt via resolution an annual Expenditure Report to account for the use of Measure M2 funds.

RECOMMENDATION

Adopt Resolution No. 2020-34, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LOS ALAMITOS FOR THE FISCAL YEAR ENDING JUNE 30, 2020”.

BACKGROUND

On November 7, 2006, Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements. This renewal plan is designated as Measure M2 and provides funding for 30 years that focuses solely on improving the regional transportation system. The measure includes taxpayer safeguards; one of which is a requirement to provide an annual expenditure report. Within six months of the close of the fiscal year, each agency must complete and submit a Measure M2 expenditure report and accompanying resolution to the City Council for adoption and approval.

DISCUSSION

The City received Measure M2 funding (including interest earned on unexpended receipts) totaling \$239,418 in Fiscal Year 2019-20. The Measure M Fund expended a total of \$139,418 in Fiscal Year 2019-20 on various transportation improvement projects, which are summarized on Schedule 4 of the attached Expenditure Report. As shown in the attached report, the City held a fund balance amount totaling \$104,368 as of June 30, 2020.

FISCAL IMPACT

Adopting this resolution and related annual expenditure report, as required, will ensure the City will continue to receive future Measure M2 allocations. Total revenues for FY 2020-21 are expected to be \$227,500.

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

Attachment: 1. Resolution No. 2020-34

RESOLUTION NO. 2020-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LOS ALAMITOS FOR THE FISCAL YEAR ENDING JUNE 30, 2020

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and,

WHEREAS, local jurisdictions are required to adopt an annual Expenditure Report as part of one of the eligibility requirements; and,

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Expenditure Report that satisfy the Maintenance of Effort requirements; and,

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and,

WHEREAS, the Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

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

SECTION 1. The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.

SECTION 2. The M2 Expenditure Report is hereby adopted by the City of Los Alamitos, CA, and included as Exhibit A.

SECTION 3. The City of Los Alamitos Interim Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2020.

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

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the City Council held on the 16th day of November 2020, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 258,798.15	\$ -
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ -	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ (128,085.00)	\$ -
Other*	12	\$ 312,804.44	\$ 8,105
Balances at Beginning of Fiscal Year	13	\$ 443,517.59	\$ 8,105
Monies Made Available During Fiscal Year	14	\$ 989,710.45	\$ 14,101
Total Monies Available (Sum Lines 13 & 14)	15	\$ 1,433,228.04	\$ 22,206
Expenditures During Fiscal Year	16	\$ 812,224.70	\$ 14,101
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 104,368.06	\$ -
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ -	\$ -
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ (225,865.90)	\$ -

* Please provide a specific description
 LOCAL FARE SHARE (26)

Community Development Block Grant (CDBG 19)
 GAS TAX (20)
 RESIDENTIAL STREET/ALLEYS (24)
 TRAFFIC IMPROVEMENT (44)

	Beginning	Ending
LOCAL FARE SHARE (26)	\$ 258,798.15	\$ 104,368.06
Community Development Block Grant (CDBG 19)	\$ (3,885.36)	\$ (3,477.58)
GAS TAX (20)	\$ 268,669.89	\$ (237,212.73)
RESIDENTIAL STREET/ALLEYS (24)	\$ 6,561.27	\$ 95.67
TRAFFIC IMPROVEMENT (44)	\$ 41,458.64	\$ 14,728.74
	\$ 312,804.44	\$ (225,865.90)

M2 Expenditure Report

Fiscal Year Ended June 30, 2020

Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 235,049.94	\$ 4,368
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ -	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ 128,085.00	\$ -
Other*	12	\$ 626,575.51	\$ 9,733
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 989,710.45	\$ 14,101
Expenditures:			
A-M Freeway Projects	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q Local Fair Share	17	\$ 135,049.99	\$ 4,368
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ -	\$ -
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other*	25	\$ 677,174.71	\$ 9,733
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 812,224.70	\$ 14,101
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 177,485.75	\$ -

* Please provide a specific description

REVENUE

CDBG (19)	\$ 128,813.31	\$ -
GAS TAX (20)	\$ 485,695.30	\$ 6,976
RESIDENTIAL STREET/ALLEYS (24)	\$ -	\$ 96
TRAFFIC IMPROVEMENT (44)	\$ 12,066.90	\$ 2,662
	<u>\$ 626,575.51</u>	<u>\$ 9,733</u>

EXPENDITURES

CDBG (19)	\$ 132,290.89	
GAS TAX (20)	\$ 544,883.82	\$ 9,733
RESIDENTIAL STREET/ALLEYS (24)	\$ -	
TRAFFIC IMPROVEMENT (44)	\$ -	
	<u>\$ 677,174.71</u>	<u>\$ 9,733</u>

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees*	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,350	\$ 4,368	\$ -	\$ -	\$ -	\$ -	\$ 631,365	\$ 764,084
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 837	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 837
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction ¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,187	\$ 4,368	\$ -	\$ -	\$ -	\$ -	\$ 631,365	\$ 764,920
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,187	\$ 4,368	\$ -	\$ -	\$ -	\$ -	\$ 631,365	\$ 764,920
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,104
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 273	\$ 273
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 583,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,270	\$ 639,833
Total Maintenance ¹	16	\$ 583,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,863	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,543	\$ 645,210
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 583,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,050	\$ 4,368	\$ -	\$ -	\$ -	\$ -	\$ 686,908	\$ 1,410,130
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdiction's discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: _____													

¹ Includes direct charges for staff time

² Other M2 includes A-M, R-S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

Other	Project	Description	Invest
Construction	A-M	Freeway Projects	\$ 6,976
Alley Improv Prog (19)	O	Regional Capacity Program (RCP)	
Noel Street Improv (19)	P	Regional Traffic Signal Synchronization Program (RTSSP)	
Residential Street Improv (20)	Q	Local Fair Share	
Green Street Rehab (20)	R	High Frequency Metrolink Service	
Green Street Rehab (20)	S	Transit Extensions to Metrolink	
Farquhar Street Rehab (20)	T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	
	U	Senior Mobility Program or Senior Non-Emergency Medical Program	\$ 55,543
	V	Community Based Transit/Circulators	\$ 677,175
	W	Safe Transit Stops	\$ 6,976
	X	Environmental Cleanup Program (Water Quality)	

[illegible]

	Interest (incl above)
Residential Street Improvement	\$ 165
Pavement Mgmt Program	\$ 25
Street Sign Replacement	\$ 9
Greenbrook Street Rehab	\$ 2,521
Farquhar Rehab	\$ 1,631
Visually Impaired Ped	\$ 17
	<u>\$ 4,368</u>

M2 Expenditure Report
Fiscal Year Ended June 30, 2020

I hereby certify that:

- ☐ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☐ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☐ The City of Los Alamitos is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☐ The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☐ The City of Los Alamitos has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement.

Interim Director of Finance (Print Name)

Date

Signature

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 202

ITEM NUMBER: 10C

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Resolution No. 2020-35 – Annual Investment Policy

SUMMARY

This report outlines the City's Investment Policy, which provides the guidelines for prudent investment of the City's idle or reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio.

RECOMMENDATION

Adopt Resolution No. 2020-35, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2020."

BACKGROUND

The Investment Policy provides the guidelines for prudent investment of the City's reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio. The City's Investment Policy is reviewed on an annual basis for submission and approval by the City Council.

The City's investment portfolio consists primarily of Certificates of Deposit, U.S. Government Agency Securities and investment in the Local Agency Investment Fund (State Investment Pool).

The Investment Policy was drafted using resources from the Government Finance Officers Association (GFOA) best practices and advisories and the California Debt and Investment Advisory Commission guidelines.

The Investment Policy is also based on the principles of prudent money management and conforms to all applicable Federal and State Laws governing the investment of public funds. The primary purposes are to preserve the funds safely by mitigating credit and

interest rate risks, to have sufficient liquid portfolio to meet all daily cash flow and operating requirements, and lastly to achieve a high yield. The Policy attached fulfills these objectives. It should be noted that City's permitted investments are more restrictive than the State guidelines.

DISCUSSION

No changes have been proposed to the Investment Policy from the prior year.

FISCAL IMPACT

The City's pooled investment portfolio is projected to earn the General Fund approximately \$116,100 in Fiscal Year 2020-21, which is in line with the amount that has been budgeted.

Prepared by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachments: 1. Resolution No. 2020-35
2. Exhibit A – Investment Policy

RESOLUTION NO. 2020-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2020

WHEREAS, Government Code 53646(a) (2) states that the treasurer of a local agency may annually present a statement of investment policy to the legislative body; and,

WHEREAS, it is the City's policy to annually adopt the Statement of Investment Policy; and,

WHEREAS, the Statement of Investment Policy is intended to provide guidelines for the prudent investment of the City's temporarily idle cash and to outline the policies for maximizing the efficiency of the City's cash management system.

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

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

SECTION 2. The City Council of the City of Los Alamitos hereby adopts the Statement of Investment Policy, dated November 2020 attached hereto as Exhibit "A."

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

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

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the City Council held on the 16th day of November 2020, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

Statement of Investment Policy November 2020

This Statement of Investment Policy ("Policy"), as set forth by the City of Los Alamitos ("City"), provides the guidelines for prudent investment of the City's idle or reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio.

This Policy is based on the principles of prudent money management and conforms to all applicable Federal and State Laws governing the investment of public funds. In instances in which the Policy is more restrictive than Federal or State Law, the Policy will supersede.

1. Purpose: This statement sets forth policies which shall govern the investment of the City's funds. It will be used by the City Treasurer and other City officials and staff, as well as all other third-party providers of investment or investment related services. Its purpose is to direct the prudent investment and protection of the City's funds and investment portfolio, in compliance with the requirements of California Government Code Section 53600 et. seq.

2. Application: It is intended that this policy cover all short-term operating funds and investment activities under the direct authority of the City. These funds are described in the City's annual financial report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Internal Service Funds

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This investment policy does not apply to Bond Proceeds. California Government Code Section 5922(d) authorizes bond, certificates of participation notes and other debt issue proceeds to be invested in accordance with the related offering documentation. This Code Section recognizes the unique needs and objectives of such proceeds.

3. Regulation:

A. Investment Objectives

It is the policy of the City to invest public funds in a manner which will provide for the preservation of capital while meeting the daily cash flow requirements of the City, and attaining a reasonable rate of return within an acceptable and defined level of risk.

The Policy has three primary objectives in order of priority:

1. Preservation of Capital (Safety) – The protection of principal is the foremost consideration when undertaking investment decisions that affect public funds. The objective is to mitigate credit risk and interest rate risk.
 - a. Credit Risk is the risk of loss of principal due to the failure of the security issuer. Credit Risk can be mitigated by:
 - ✓ Limiting investments to the safest types of securities.
 - ✓ Pre-qualifying accountants, auditors, financial institutions, broker/dealers, financial advisors and other outside consultants with which the City does business.
 - ✓ Diversifying the investment portfolio so that potential losses are minimized
 - b. Interest Rate Risk is the risk that the market value of securities will fall due to a rise in general market interest rates. It is the policy of the City to hold individual securities to maturity in an effort to meet liquidity demands. Interest rate risk can be mitigated by:
 - ✓ Holding individual securities to maturity - Structuring the investment portfolio so that securities mature to meet cash flow requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 - ✓ Employing a laddering strategy whereby staggering maturities of individual securities so that bonds come due in increments assuring an overall liquidity pattern.
 - ✓ Limiting maturities of individual securities and the average maturity of the overall portfolio.
2. Liquidity – the investment portfolio shall remain sufficiently liquid to meet all daily cash flow and operating requirements that may be reasonably expected or anticipated.
3. Yield – the investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, consistent with the primary objectives of safety and liquidity.

B. Legal and Policy Constraints

The authority governing investments for municipal government agencies is set forth in the California Government Code Section 53600, et. seq. In all instances, the City of Los Alamitos shall comply with the requirements of state law.

In addition to the requirements of state law, it is the investment philosophy of the City to make investment decisions based on an overall passive management style that embodies a prudent investor standard and purchases investments with the intent to hold until maturity.

Accordingly, the City's conservative philosophy prohibits active trading and speculation; i.e., the purchase of securities with the intent to profit from favorable market changes in market prices or market conditions. Leveraging or borrowing money for the purpose of

investing is specifically prohibited. However, the City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or City needs.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

C. Safekeeping of Securities

To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department. Designated third party shall act as agents for the City under the terms of a custody agreement. All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent. Investment officials shall be bonded to protect the public against possible embezzlement or malice. Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

D. Maturity and Term

California Government Code Section 53601 states that except as otherwise allowed:

No investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement authorized by this section, which at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment.

The City of Los Alamitos administers funds according to cash flow requirements. As a result, there is a core of funds that are not necessary for the daily operational needs of the City for paying expenses. From time to time market conditions of fixed income markets present opportunities for higher interest rates on high grade securities with a low risk exposure. It is in the best interest of the City of Los Alamitos to practice a fully diversified investment plan that will ensure safety, liquidity, and the increase of acceptable yield from these situations.

To the extent possible, the City of Los Alamitos will attempt to match its investments with anticipated cash flow requirements.

Maturities of investments will be selected based on liquidity requirements to minimize interest rate risk and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly.

Market risk, the risk of market value fluctuations due to changes in the general level of interest rates, is mitigated by limiting the weighted average maturity of the portfolio along with a ladder structure. The weighted average maturity of the pooled portfolio should not exceed three years. At least 30% of the portfolio should have a maturity of 1

year or less with the balance of the portfolio laddered with maturities ranging from 1 to 5 years. No securities can be purchased with a maturity greater than five years without the prior approval of the City Council.

E. Investment Authority

The City Treasurer is authorized to make investments on behalf of the City of Los Alamitos. Such investments shall only be limited to the instruments authorized under California Government Code Sections 53601 and 53635 and further described in Appendix A and B.

All investments of the City of Los Alamitos shall be approved by the City Manager.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

Officers and employees of the City of Los Alamitos involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Treasurer any material financial interests in financial institutions that conduct business with the City of Los Alamitos, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Los Alamitos, particularly with regard to the time of purchases and sales. The City Treasurer shall make similar disclosures to the City Council. Under no circumstances shall investment officers or employees accept gifts, trips, or any type of gratuity from individuals or institutions engaged in investment practices with the City of Los Alamitos.

F. Transfer of Investment Funds

The transferring of investment funds will be carried out exclusively by use of telephonic or electronic wire transfers. Each entity with which the City does business shall receive, in writing from the City Treasurer, a listing which limits transfers of funds to preauthorized bank accounts only. The listing will also contain the names of City staff authorized to request such transfers and will be updated, in writing, for all changes of authorized staff and bank accounts, as necessary.

G. Deposits

Money must be deposited in state or national banks, state or federal savings associations, or state or federal credit unions in the State of California. It may be in inactive deposits, active deposits or interest-bearing active deposits. The deposits cannot exceed the amount of the bank's, savings and loan's or credit union's paid up capital surplus.

The bank or savings and loan must secure the active and inactive deposits with eligible securities having a market value of 110% of the total amount of the deposits. The investment officer may, at his/her discretion, waive security for that portion of a deposit which is insured pursuant to federal law. Currently, the first \$250,000 of a deposit is federally insured. It is the City's policy to waive this collateral requirement for the first \$250,000 because it is possible to receive a higher rate.

The City will not maintain a deposit that is above the FDIC insured level. This will include the accrued interest on the deposit.

H. Permitted Investments

Investments shall be made only in those instruments specifically authorized by California State laws (Government Code Sections 53600-53609), and to no greater an extent than those authorized by those laws.

The City's specific permitted investment guidelines are listed below. It should be noted that City's permitted investments are more restrictive than the State guidelines. A Glossary and a summary of the State of California Statutes Applicable to Municipal Investments and is provided in Appendix A and B.

Investment Type:	Maximum Maturity:	Maximum Percentage of Portfolio:	Maximum Investment in One Issuer
U.S. Treasury Bills, Notes and Bonds	5 Years	None	None
Federal Agency Obligations	5 Years	None	None
Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	30%	None
Non-Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	None	\$250,000
Local Agency Investment Fund (LAIF)	N/A	None	None

** Denotes a collateral requirement either initially, or at a pre-determined threshold. Please refer to Collateral section of the Policy for specific requirements.*

State and Federal laws notwithstanding, any investment not specifically described herein including, but not limited to, reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, inverse floaters, range notes, first mortgages or trust deeds, collateralized mortgage obligations (CMO's), limited partnerships, real estate investments trusts (REIT's), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater than 180 days, unregulated and/or uninsured investment pools, common stock, preferred stock, commodities, precious metals, securities with high price volatility, limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed inappropriate under the Prudent Investor standard are strictly prohibited. In addition, any investment transaction that might impair public confidence in the City of Los Alamitos government is to be avoided.

I. Diversification

The City of Los Alamitos shall diversify its investments by security type and institution. The City recognizes diversification is an investment strategy that will mitigate risk in the investment portfolio. The City's investment portfolio shall be diversified to avoid

incurring unreasonable and avoidable risks with regard to specific investment types. Within investment types, the City shall also maintain a mix of securities to avoid concentrations within individual financial institutions, geographic areas, industry types and maturities. The City will only invest in fixed rate securities.

J. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return, throughout budgetary and economic cycles, commensurate with investment risk constraints and cash flow needs.

Since the weighted average maturity of the pooled portfolio cannot exceed three years, the investment portfolio shall be designed to attain a market-average rate of return comparable to the Merrill Lynch 1-5 Year Federal Agency Index, on a total return basis, excluding the funds maintained in money market accounts.

K. Reporting

In accordance with California Government Code Sections 53607 and 53646, the City Treasurer and the City Manager shall render quarterly reports to the City Council showing: (a) type of investment; (b) institution; (c) date of maturity; (d) amount of deposit; (e) current market value for all securities with a maturity of more than twelve (12) months; (f) rate of interest on each security; and (g) such other data as the City Council may, from time to time, specify. (This section is applicable when the City Treasurer has invested in other types of securities other than LAIF.)

The City Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

L. Policy Review

1. Annual Statement of Investment Policy

The City Treasurer and the City Manager shall annually render to the City Council a Statement of Investment Policy which Statement shall be adopted by the City Council.

2. Periodic Review

To ensure a statement which is consistent with any new relevant legislation and financial trends, the City Treasurer shall periodically report to the City Council proposed changes and amendments to this document for review and approval. In any event, all changes in state law affecting this policy shall be considered incorporated immediately upon their effective date unless otherwise adopted earlier by action of the City Council.

M. Qualified Dealers

The City of Los Alamitos shall purchase authorized investments either directly from the issuer or shall be purchased either from an institution licensed from the State as a broker dealer, as defined in the Corporations Code, or from a member of the federally

regulated securities exchange, from a national or state chartered bank, from a savings association or federal association, or from a brokerage firm designated as a primary or regional government dealer.

The City Treasurer will maintain a list of financial institutions formally authorized to provide investment services. The City Treasurer shall formally authorize investment brokers to provide investment services to the City. Investment Brokers may be Primary Dealers or Regional Brokers and licensed to do business in the State of California. Brokers must complete a broker questionnaire which includes proof of Financial Industry Regulatory Authority (FINRA) certification, proof of State registration and execute a certification that the Broker's employees and supervisory personnel have read and understand the City's Investment Policy. The City Treasurer may conduct periodic reviews of the approved list of investment brokers and may remove a firm from the approval list at any time due to any failure to comply with any of the above criteria, failure to execute a transaction, any change in broker/dealer staff, or any action, event or failure to act which, in the sole discretion of the City Treasurer, is materially adverse to the best interest of the City of Los Alamitos.

APPENDIX A

DEPOSITORY SERVICES

Active deposits are demand or checking accounts which receive revenues and pay disbursements.

Interest-bearing active deposits are money market accounts at a financial institution (i.e., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

Inactive deposits are Certificates of Deposit issued in any amount for periods of time as short as fourteen days and as long as several years. Interest must be calculated on a 360 day basis, actual number of days.

Passbook savings account is similar to an inactive deposit except not for a fixed term. The interest rate is much lower than Certificates of Deposit, but the savings account allows for flexibility. Funds can be deposited and withdrawn according to daily operational needs.

INVESTMENT SECURITIES

U.S. Treasury Issues are direct obligations of the United States Government. These issues are called bills, notes, and bonds. The maturity range of new issues is from 13 weeks (T-Bills) to 30 years (T-Bonds). These are highly liquid and are considered the safest investment security.

Federal Agency Issues are issued by direct U. S. Government agencies or quasi-government agencies. These issues are guaranteed directly or indirectly by the United States Government. Examples of these securities are Federal Home Loan Bank (FHLB) notes, Federal National Mortgage Association (FNMA) notes, Federal Farm Credit Bank (FFCB) notes, Federal Home Loan Mortgage Corporation (FHLMC) notes, Federal Intermediate Credit Bank (FICB) debentures, Small Business Administration (SBA) notes, Government National Mortgage Association (GNMA) notes, and Student Loan Association (SALLMAE) notes.

Certificates of Deposit are investments for inactive funds issued by banks, savings and loans, and credit unions. Investments of \$250,000 are insured respectively by Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Share Insurance Fund (NCUSIF). Certificates of Deposit can be issued from 14 days to several years in maturity allowing the City investment of funds to be matched to cash flow needs. For deposits exceeding \$250,000, the financial institution is required to collateralize the investment with 110% government securities. The City does not accept 150% collateral (First Trust Deeds) or 105% Letters of Credit (L.C.).

A **Non-Negotiable Certificate of Deposit** is a promissory note issued by a depository institution (such as a bank, credit union, a saving association, etc.) that usually carries a penalty for early withdrawal and does not have a CUSIP.

Negotiable Certificates of Deposit are issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank and are assigned a CUSIP.

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly by electronic deposit to a designated bank account.

The State keeps an amount for reasonable costs of making the investments. State law provides that administrative costs are not to exceed 5% of quarterly earnings of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly earnings of the fund for the subsequent fiscal year.

CUSIP (Committee on Uniform Security Identification Procedures) is a nine-character alphanumeric code that identifies a North American financial security for the purposes of facilitating clearing and settlement of trades.

APPENDIX B:**Summary of State of California Statutes Applicable to Municipal Investment**

The following investments are authorized by California State Code, Title 5, Division 2, Sections 53600 et seq. and 16429.1.

California Authorized Investments	% Limits & Other Constraints (Key Limitation Summary)
Local Agency Bonds	No Limit
US Treasury Notes, Bonds, Bills	No limit
California State Warrants, Treasury Notes or Bonds	No limit
Bonds, Notes, Warrants of any local agency within the State	No limit
Federal Agency or United States government-sponsored enterprise obligations	No limit
Bankers Acceptances	40% max overall limitation: 30% max in any one commercial bank: 180 days max maturity.
Commercial Paper	A Domestic Corporation Total Assets in excess of \$500 million At Least "A-1" rated commercial paper <u>25%</u> max overall limitation: 10% investment max in any single issuer No more than 10% of the outstanding amount for any one issuer 270 days max maturity.
Negotiable Certificates of Deposit	Issued by nationally or state-chartered bank, a savings association or a federal association, a state of federal credit union, or a state licensed branch of a foreign bank. 30% max overall limitation
Repurchase Agreements	One Year Term or less Based on code authorized investments 102% underlying security valuation
Reverse Repurchase Agreements	Security subject to repurchase has been owned & fully paid for at least 30 days prior to sale 20% Maximum limitation Agreement does not exceed 92 days Funds received cannot be used to purchase securities with a maturity longer than 92 days

Medium Term Corporate Notes	30% maximum overall investment limitation Maximum remaining maturity of 5 Years Domestic corporations Rated "A" or better
Shares of Beneficial Interest Issued By Diversified Management Companies (Mutual & Money Market Funds)	20% maximum overall portfolio 10% of any one Mutual Fund Based on code authorized investments Money Market Funds registered with the SEC Attained the Highest Ranking by not less than two nationally recognized rating organizations Assets in excess of \$500 million Investment advisor with not less than five years experience
Local Agency Investment Fund	<u>\$50 million</u> Maximum overall investment limit
Other Obligation Valuation Requirements: (m) Promissory notes secured by first mortgages and first trust deeds which comply with Section 53651.2. (p) With the consent of the treasurer, letters of credit issued by the Federal Home Loan Bank of San Francisco which comply with Section 53651.6.	(a) Eligible securities, except eligible securities of the classes described in subdivisions (m) and (p) of Section 53651, shall have a market value of at least 10 percent in excess of the total amount of all deposits of a depository secured by the eligible securities. (b) Eligible securities of the class described in subdivision (m) of Section 53651 shall have a market value at least 50 percent in excess of the total amount of all deposits of a depository secured by those eligible securities. (c) Eligible securities of the class described in subdivision (p) of Section 53651 shall have a market value of at least 5 percent in excess of the total amount of all deposits of a depository secured by those eligible securities.
Any mortgage pass through security, collateralized mortgage obligation , mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass through certificate, or consumer receivable-backed bond	20% Maximum overall limitation 5 Years Maximum Maturity "AA" national rating or Higher

Moneys held by a trustee or fiscal agent pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements,	May be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.
Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest	Securities of the types listed by Section 53651 Market value of at least 110% of underlying security value
Other Code Restrictions & Clarifications	A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips. A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity. No more than 5 percent of the total assets of the investments held by a local agency may be invested in the securities of any one issuer, except the obligations of the United States government, United States government agencies, and United States government-sponsored enterprises. No more than 10 percent may be invested in any one mutual fund. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 2020

ITEM NUMBER: 10D

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Resolution 2020-36 – Minimum Wage Increase

SUMMARY

This report addresses the state-wide minimum wage increase that becomes effective January 1, 2021.

RECOMMENDATION

Adopt Resolution No. 2020-36, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2021 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2019-39.”

BACKGROUND

In 2016, Governor Jerry Brown signed Senate Bill 3 raising California’s mandatory minimum wage to \$15.00 per hour by 2022. The state saw its first increase in January 2017, as the mandatory minimum wage increased from \$10.00 to \$10.50 per hour. The mandatory minimum was increased in January 2018 from \$10.50 to \$11.00 per hour. Effective January 1, 2019, the mandatory minimum wage increased from \$11.00 to \$12.00 per hour. The mandatory minimum wage was increased again in January 2020 from \$12.00 to \$13.00 per hour. The City’s hourly rate schedule needs to be updated to incorporate the 2021 minimum wage level of \$14.00 per hour.

DISCUSSION

Effective January 1, 2021, the State mandated minimum wage will increase from \$13.00 to \$14.00 per hour. The City has six hourly classifications (Recreation Leader, Senior Recreation Leader, Lifeguard, Water Safety Instructor, Assistant Pool Manager, and Water Safety Instructor II) that need to be adjusted to meet the State mandated minimum wage.

FISCAL IMPACT

Sufficient funds were budgeted in the adopted fiscal year 2020-21 budget in the Part Time Salary accounts for the Recreation and Community Service department. Staff incorporated this scheduled wage increase into the original budget projections, so no budget amendment is necessary.

Prepared by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

*Attachments: 1. Resolution No. 2020-36
2. Exhibit A – Hourly Rate Schedule*

RESOLUTION NO. 2020-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2021 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2019-39

WHEREAS, in 2016, Governor Jerry Brown signed Senate Bill 3 raising California's mandatory minimum wage to \$15.00 per hour by 2022; and,

WHEREAS, effective January 1, 2021, the mandatory minimum wage will increase from \$13.00 to \$14.00 per hour; and,

WHEREAS, the City's hourly rate schedule needs to be updated to incorporate the \$14.00 per hour state mandated minimum wage; and,

WHEREAS, effective January 1, 2021, this Resolution shall supersede and repeal Exhibit B from Resolution No. 2019-39.

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

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

SECTION 2. The City of Los Alamitos hourly rate schedule is hereby amended and restated, effective January 1, 2021, to read as set forth in Exhibit "A," attached hereto.

SECTION 3 The City Clerk shall certify as to the adoption of this Resolution.

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

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the City Council held on the 16th day of November 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

Exhibit A

CITY OF LOS ALAMITOS
HOURLY RATE SCHEDULE
Effective January 1, 2021

CLASS CODE	CLASSIFICATION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E
905	Recreation Leader	14.00	14.70	15.44	16.21	17.02
921	Senior Recreation Leader	14.00	14.70	15.44	16.21	17.02
931	Recreation Specialist	14.80	15.54	16.32	17.14	17.99
955	Community Services Coordinator	18.50	19.43	20.40	21.42	22.49
910	Lifeguard	14.00	14.70	15.44	16.21	17.02
925	Water Safety Instructor I	14.00	14.70	15.44	16.21	17.02
930	Asst. Pool Manager/Sr. Lifeguard	14.00	14.70	15.44	16.21	17.02
935	Water Safety Instructor II	14.00	14.70	15.44	16.21	17.02
920	Police Aide/Cadet	15.30	16.07	16.87	17.71	18.60
945	Police Investigator	15.80	16.59	17.42	18.29	19.20
946	Police Reserve	15.80	16.59	17.42	18.29	19.20
965	Police Recruit	22.00				
970	Photo Enforcement Officer	28.79	30.23	31.75	33.33	35.00
983	Emergency Services Coordinator	32.92	34.57	36.29	38.11	40.00
940	Account Clerk	14.00	14.70	15.44	16.21	17.02
941	Administrative Intern	14.00	14.70	15.44	16.21	17.02
944	Clerical Assistant	14.00	14.70	15.44	16.21	17.02
947	Receptionist	15.64	16.42	17.24	18.11	19.00
960	Maintenance Worker	17.30	18.17	19.07	20.03	22.08
948	Department Secretary	22.83	23.98	25.17	26.43	27.76
971	Code Enforcement Officer	22.83	23.98	25.17	26.43	27.76
951	Deputy City Clerk	27.72	29.11	30.56	32.09	33.69
981	Special Projects Coordinator	38.20	40.11	42.12	44.22	46.44
982	Fiscal Sustainability Manager	47.44	52.18	56.92	61.03	66.40

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 2020

ITEM NUMBER: 10E

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Treasurer's Quarterly Investment Report – September 2020

SUMMARY

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

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – September 2020.

BACKGROUND/ DISCUSSION

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

FISCAL IMPACT

None.

Submitted By: Craig Koehler, Interim Finance Director

Approved By: Chet Simmons, City Manager

Attachments:

- 1. Quarterly Investment Report*
- 2. Pooled Investment Portfolio Holdings*

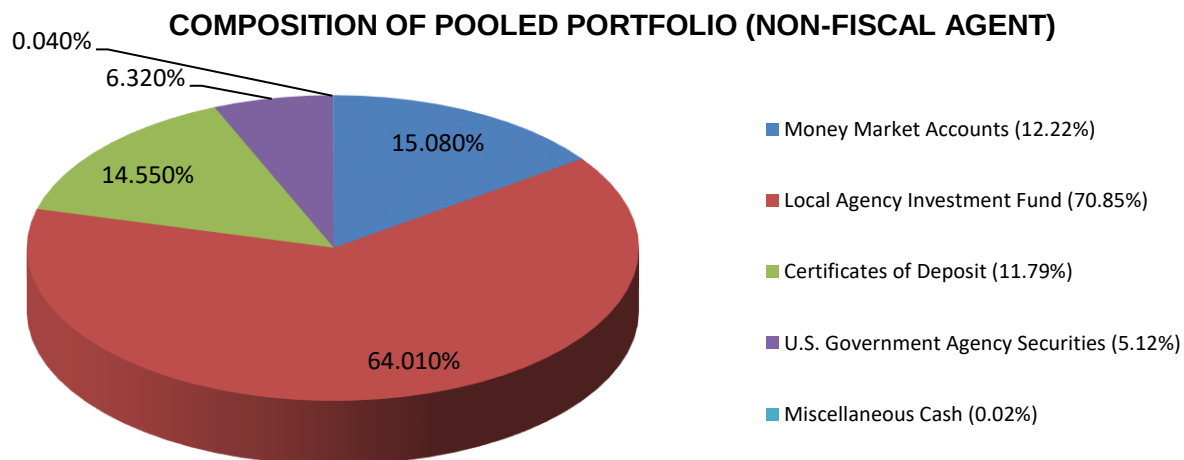


CITY OF LOS ALAMITOS

Quarterly Investment Report

September 30, 2020

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 1,788,985.73	\$ 1,788,985.73
Local Agency Investment Fund (LAIF)	7,553,799.74	7,590,910.01
Certificates of Deposit	1,726,000.00	1,726,000.00
U.S. Government Agency Securities	750,000.00	750,000.00
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	11,822,285.47	11,859,395.74
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	178.75	178.75
TOTAL INVESTMENTS HELD BY FISCAL AGENT	178.75	178.75
TOTAL CASH & INVESTMENTS	\$ 11,822,464.22	\$ 11,859,574.49



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 11/18/19. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 0.34 years. Weighted average yield on cost is 1.494%. The cash held and invested with fiscal agent is subject to the investment provisions of the related trust indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Interim Finance Director



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
September 30, 2020

DESCRIPTION OF SECURITY	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
<u>MONEY MARKET ACCOUNTS</u>							
US Bank	Varies	Varies	Coll. ¹	Varies	1,082,471.04	0.50%	1,082,471.04
SUBTOTAL MONEY MARKET ACCOUNTS					1,082,471.04		1,082,471.04
LOCAL AGENCY INVESTMENT FUND (LAIF)	Varies	Varies	NR	Varies	7,553,799.74	1.41%	7,590,910.01
<u>CERTIFICATES OF DEPOSIT</u>							
Ally Bank (FDIC Gtd)	3.00%	07/26/21	FDIC	07/26/18	246,000.00	3.00%	246,000.00
Discover Bank (FDIC Gtd)	1.75%	11/02/21	FDIC	11/02/16	248,000.00	1.75%	248,000.00
BMW Bank North America (FDIC Gtd)	3.10%	08/10/22	FDIC	08/10/18	246,000.00	3.10%	246,000.00
Wells Fargo Bank (FDIC Gtd)	3.25%	09/28/22	FDIC	09/28/18	249,000.00	3.25%	249,000.00
Morgan Stanley (FDIC Gtd)	3.20%	05/17/23	FDIC	05/17/18	246,000.00	3.20%	246,000.00
Synchrony Bank (FDIC Gtd)	3.30%	07/20/23	FDIC	07/20/18	246,000.00	3.30%	246,000.00
CitiBank (FDIC Gtd)	3.30%	09/21/23	FDIC	09/21/18	245,000.00	3.30%	245,000.00
Medallion Bank Utah CTF	0.55%	07/30/25	FDIC	07/30/20	249,000.00	0.55%	249,000.00
SUBTOTAL CERTIFICATES OF DEPOSIT					1,975,000.00		1,726,000.00
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>							
Federal Home Ln Mtg Corp MTN NTS	0.45%	07/29/24	AAA	07/29/20	750,000.00	0.45%	750,000.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES					750,000.00		750,000.00
MISCELLANEOUS CASH					3,500.00		3,500.00
TOTAL POOLED CASH & INVESTMENTS					11,364,770.78		11,152,881.05

¹ Collateralized in accordance with Section 53652 of the CA state code.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 2020

ITEM NUMBER: 10F

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

Presented By: Chet Simmons, City Manager

Subject: Professional Services Agreement with Bordin Semmer LLP

SUMMARY

The purpose of this report is to seek approval for a Professional Services Agreement with Bordin Semmer, LLP to retain defense counsel to represent the City in claims or lawsuits filed against the City.

RECOMMENDATION

Authorize the Mayor to execute the Professional Services Agreement with Bordin-Semmer, LLP to represent the City in connection with future defense lawsuits.

BACKGROUND

George Hills, our third-party liability claims administrator, recommended the City retain Bordin Semmer LLP., to defend the City in connection with litigated claims. Staff is seeking approval of the agreement to retain Bordin Semmer LLP to represent the City in various claims or lawsuits.

DISCUSSION

The law firm of Bordin Semmer LLP, are competent defense counsel who have been successful in working with the City of Los Alamitos and George Hills in the past.

Joshua Bordin-Wosk emphasizes his practice on government entity defense. Throughout his years as a litigator, Mr. Bordin-Wosk has represented various counties, cities, and school districts in Southern California. Mr. Bordin-Wosk prides himself as an aggressive, thorough, creative and well-prepared litigator, negotiator and trial attorney. Mr. Bordin-Wosk enjoys being in the Courtroom and has successfully tried numerous cases on behalf of government entities.

Staff recommends that the agreement with Bordin Semmer LLP, and expand the scope of services to include defense representation for future claims.

FISCAL IMPACT

Sufficient funds for third-party claims administration have been included within the Fiscal Year 2020-21 Budget.

Submitted by: Michael Daudt, City Attorney
Approved by: Chet Simmons, City Manager

Attachments: 1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
City of Los Alamitos / Bordin Semmer LLP

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 16th day of November 2020 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation (“City”), and Bordin Semmer LLP, a Limited Liability Partnership (“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 on-call and as-needed legal defense services to the City in response to various claims filed against the City by individuals and/or entities.

B. Firm has submitted to City a written proposal, dated November 9, 2020, to provide such legal defense services to the City.

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 Firms Proposed Retainer Agreement Proposal, dated November 9, 2020, attached hereto as Exhibit “A” (“Scope of Services” and/or “Services”). Firm shall provide the Services in compliance with all terms and conditions of this Agreement. Firm warrants that all 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.

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 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 Services. If Firm performs any 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 Services, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the 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 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 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 Services.

1.4 Care in Performance of 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 Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by the City, except such losses or damages as may be caused by City's own negligence.

1.5 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.

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Services performed, including authorized reimbursements, if any, in accordance with the professional hourly rates and charges set forth in the Scope of Services.

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 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 November 16, 2020 ending on November 16, 2022.

4. COORDINATION OF 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 Services and to make all decisions in connection therewith: Joshua Bordin-Wosk. 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 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 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 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 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 Services subject to the requirements of this Agreement. The personnel performing the 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 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 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 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 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.

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 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, 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 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 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 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 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 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 Services.

5.2.1.4 Firm shall not perform any 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 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 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:

5.4.1.2 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 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:

5.9.1 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.

5.9.2 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.

5.9.3 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.

5.9.4 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.

6. REPORTS AND RECORDS

6.1 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 Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such 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.

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

6.3 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.

6.4 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 Services shall not be released publicly without the prior written approval of the Contract Officer.

7. ENFORCEMENT OF AGREEMENT

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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 Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 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.

8.2 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.

9. MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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 – BORDIN SEMMER LLP.

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:

Bordin Semmer LLP
Joshua Bordin-Wosk
6100 Center Drive, Suite 1100
Los Angeles, CA 90045
jbordinwosk@bordinsemmer.com

9.3 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.

9.4 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.

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

9.6 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.

9.7 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.

9.8 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, CMC
City Clerk

“Firm”

Bordin Semmer LLP

By:  _____
Joshua Bordin-Wosk

EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: November 9, 2020

RETAINER AND DEPOSIT AGREEMENT

This Agreement is entered into by and between the City of Los Alamitos (hereinafter referred to as "Client") and Bordin Semmer on November 9, 2020, a Limited Liability Partnership (hereinafter referred to as "Attorney").

Client hereby retains Attorney with respect to providing Defense services and related services.

Client agrees to pay Attorney for all services rendered by Attorney or their agent(s) on behalf of Client, as well as for all costs and out-of-pocket expenses incurred by Attorney or their agent(s) on behalf of Client. Attorney's fees will be billed monthly with fees charged on an hourly basis at a rate of \$205.00 per hour.

Fees shall be for services rendered by Attorney for Client including, but not limited to: preparation, review and revision of documents and pleadings, attending depositions, court appearances, consultations, conferences, negotiations, research, telephone calls, correspondence, travel time and all other services which in the judgment of Attorney are necessary, proper, convenient or required for the prosecution, defense, representation, disposition or disposal of the matter for which Attorney is herein retained.

Client grants to Attorney the authority to perform services on their behalf, and to do all things which Attorney, in its discretion, may deem necessary, appropriate or advisable including, but not limited to: advising, consulting, negotiating, instituting, defending or maintaining lawsuit(s), action(s) or any other legal proceeding(s), and negotiating settlement.

Attorney reserves the right to request Client's advance deposit and/or direct payment of any cost item. Any direct cost item in an amount greater than \$500.00 will require Client's authorization before being incurred. Costs and out-of-pocket expenses include but are not limited to: filing fees, investigators, accountants, consultants and other expert fees, document duplication, long distance telephone calls, travel and parking costs, messenger services and postage. Costs for court reporting services will be billed directly by the reporter as may be designated by Attorney, which vendors are third-party beneficiaries under this Agreement. The same billing arrangements and related third-party beneficiary status shall also apply to videographer's services billed directly to the Client by the videographer. Client agrees that all amounts due to Client upon settlement or judgment shall be paid after all related vendor invoices have been submitted to Attorney and paid.

Each month Attorney will send Client a statement of charges for legal services and costs advanced. Attorney will make every effort to fully describe each service performed and cost item advanced. Attorney's minimum time charges reflected on Client's monthly statements shall be one-tenth of an hour. The ending balance ("balance due") on each statement will show the legal services and the cost advances charged by Attorney. Monies

owed by Client to Attorney are due within thirty (30) days of mailing of Attorney's statement.

Client's obligation to pay is not contingent upon results as results may vary given the strength of the case and quality of adverse counsel. Client understands and hereby acknowledges that Attorney has made no guarantees, warranties or predictions regarding the outcome, success or results of any proceedings relating hereto, whether brought by Attorney or defended by Attorney, and all discussions involving Attorney's representation of Client herein is a matter of Attorney's opinion only based upon the facts as stated by Client to Attorney. Neither has Attorney made any representation as to the total amount of fees, costs and out-of-pocket expenses that will be incurred as those figures will necessarily depend on the time that is required to be devoted to the matter, which may also be affected by the tactics and actions taken by the opposing party. Client acknowledges that fees and costs as well as estimates thereof may be affected considerably by the approach others take to the matter such as indulging in excessive discovery, filing unnecessary or inappropriate motions, seeking continuances, or failure to comply with discovery, as well as many other factors. Client also acknowledges Attorney's disclosure to Client of the possibility that Client may be required to reimburse the opposing party's attorneys' fees and costs, or a portion thereof, in the event the dispute and related litigation is resolved in favor of the opposing party, as well as court-ordered sanctions resulting from motions brought or defended on Client's behalf. Under such circumstances, Client shall be solely responsible for payment of the Attorney's fees, costs and/or sanctions so awarded, if any.

Both Attorney and Client agree to use their best efforts in furthering the purposes of this Agreement. Client shall always have the right to discharge Attorney and to employ other counsel. Attorney shall also have the option to withdraw from this Agreement at any time if: (1) the financial obligations set forth above are not met by Client, (2) Client has misrepresented or failed to disclose material fact(s) to Attorney, (3) Client fails to be present when required, or (4) Client in any other manner impairs or adversely affects the representation of Client by Attorney. In the event that any of the aforesaid events occur, Client and Attorney agree to execute a Substitution of Attorney at the other's request.

Absent further instruction from Client, Attorney will maintain Client's files relative to this matter for a period of six (6) months following conclusion of Attorney's services hereunder, at which time the files may be disposed of without further notice to Client. Client may ask that its files be forwarded to Client at any time prior to the six (6) month anniversary or thereafter if they have not already been disposed of.

Each party who executes this Agreement thereby represents that he/she has the authority to enter into this Agreement and bind the parties hereto. Any controversy between the parties regarding the construction or application of this Agreement, and all claims for damages or other relief based upon or pertaining to this Agreement or its breach, including without limitation disputes concerning fees, costs, malpractice and professional misconduct, or any combination thereof, shall be submitted to binding arbitration without right of appeal (except as specifically

provided by law) upon the written request of either party, with all proceedings conducted pursuant to the California Arbitration Act, California Code of Civil Procedure sections 1280 et. seq., before one neutral arbitrator. The arbitrator must be either an attorney licensed in the State of California with at least fifteen (15) years of litigation experience or a retired judge and in either event affiliated with either Judicate West or Judicial Arbitration and Mediation Services (“JAMS”) facility located in Los Angeles, California. In the event the parties for whatever reason fail to reach an agreement on a designated arbitrator within the ten-day period immediately following mutual acknowledgment to arbitrate or the entry of a court order compelling arbitration, whichever first occurs, the selection may be made immediately thereafter by JAMS’ administrative office which shall unilaterally select a panel member with a minimum of 15 years litigation experience or whom shall be a retired judge. Discovery under the arbitrator’s own rules shall not apply unless both parties so agree in writing. Each party agrees to pay in advance its share of the arbitration costs, including the arbitrator’s fees (collectively the “arbitration fees”). In any such arbitration, the arbitrator must award the prevailing party his arbitration fees. The arbitrator is without discretion and must award these fees. Should the arbitrator fail to do so, the Los Angeles County Superior Courts are empowered to review both the facts and the law as to the arbitrator’s denial of arbitration fees to the prevailing party. For the purposes of this section, prevailing party is the party which makes positive net recovery in any amount.

Client initials _____

This Agreement supersedes all other agreements, whether oral or in writing, between Client and Attorney pertaining to the scope of services described herein. No representations, promises or agreements, whether oral or in writing, have been made or will be binding on either party, unless expressly set forth herein. Any modification of this Agreement or waiver of any of the terms or conditions hereof will be effective only if in writing signed by both parties.

In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

All questions with respect to the construction or interpretation of this Agreement and/or the rights and liabilities of the parties hereto shall be governed by the laws of the State of California with venue proper only in the County of Los Angeles.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the respective parties hereto including, without limitation, any partnerships, corporations or other entities in which the parties hereto may have a controlling interest or position.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 2020

ITEM NUMBER: 10G

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Disposal of Surplus Equipment

SUMMARY

This item sets forth a recommendation to dispose of surplus equipment.

RECOMMENDATION

Declare the listed equipment as surplus and authorize its disposal in accordance with Los Alamitos Municipal Code, Section 2.60.020.

BACKGROUND

The City has accumulated equipment and vehicles which have been stored at City Hall that are obsolete and/or broken and have no potential use now or in the future. Section 2.60.020(H) of the Los Alamitos Municipal Code authorizes the City Manager to recommend the sale of all supplies and equipment which have become unsuitable for City use. This item requests City Council approval of the City Manager's recommendation that the items described below are surplus, having no suitable use for the City. Once authorized by the City Council, staff will contact the City's auction services provider for disposal of the equipment.

DISCUSSION

The table below lists the estimated value established by the Kelly Blue Book value guide and estimated auction value for each item. The estimated auction value is derived from discussions with the City's Auction Company, US Auctions. The table also includes a low and high estimated action value for each item.

2020 Proposed Vehicle Surplus			
Item	Latest Vehicle Use	Blue Book Value	Estimated Auction Value
1997 Chevy 1500 VIN No. 1GCHC24U87E177962	Public Works	\$1,870	\$4,500 to \$6,500
2007 Chevy 2500 VIN No. 1GCHC24U87E1779625	Public Works (CNG)	\$4,273	\$3,800 to \$5,100
2008 Dodge Charger VIN No. 2B3LA43H08H314565	Parking Enforcement	\$1,799	\$1,400 to \$2,725
2009 Dodge Grand Caravan VIN No. 2D8HN44E79R625663	Recreation	\$3,551	\$3,500 to \$4,500
2012 Dodge Charger VIN No. 2C3CDXAT6CH261737	Code Enforcement	\$5,413	\$2,100 to \$3,525
2014 Honda Motor VIN No. JH2SC5156DK100046	Patrol	Not available	\$2,100 to \$4,500
2014 Dodge Charger VIN No. 2C3CDXATXEH350827	Patrol (48-2)	\$9,386	\$4,500 to \$6,750
<i>Estimated Total</i>		\$26,292	\$21,900 to \$33,600

FISCAL IMPACT

The listed equipment has an estimated Kelly Blue Book value of \$26,292 with an estimated auction value ranging from \$21,900 to \$33,600. When the items are sold at auction, the revenues will be placed in account #50-4830, Sale of Property.

Submitted by: Ron Noda, Acting Deputy City Manager

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 2020 ITEM NUMBER: 10H

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

Presented By: Ron Noda, Acting Deputy City Manager

**Subject: Approval of the Request for Proposals (RFP) 2020-05 and
Authorization to Bid for Annual Park and Landscape
Maintenance Services**

SUMMARY

This report facilitates the solicitation of bids for contractual services for the maintenance, removal and replacement of trees within the City's community forest.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2020-05 for annual Park and Landscape Maintenance Services which shall include litter pick-up, weed removal, mowing, edging, trimming, and sweeping (blowing) of public parks and maintenance of landscaped areas throughout the City; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos currently maintains over 14.4 acres (625,517 square feet) of parkways, medians, landscape areas and City parks. Since 2015, the City has relied upon contract landscape maintenance services for these areas. The current contract is set to expire on February 19, 2020. In order to provide the best possible maintenance of these areas at an acceptable level, a Request for Proposals (RFP) has been prepared to seek proposals from qualified contractors to provide annual landscape maintenance services.

DISCUSSION

RFP 2020-05 is intended to solicit bids for annual maintenance of certain parkways, medians, landscape areas and City parks. The following is a list depicting the

landscape areas and park sites included within the scope of the landscape maintenance services:

SITE	LOCATION
Katella median islands	East of the 605 freeway to Walker Street
Los Alamitos Boulevard median islands	South of Coyote Creek to North of Bradbury Road
Farquhar Avenue – Southside wall and parkway area	East of Bloomfield Avenue to America Drive
Rossmoor Islands	East of Los Alamitos Boulevard to West of Pine Street
Bradbury Islands	East of Los Alamitos Boulevard to West of Pine Street
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Shepard Presbyterian Church to Mobil Gas)
Katella Avenue	south side (605 to Wallingsford/Walnut)
Sterns Park	3871 Farquhar Avenue
Soroptimist Park	10822 Pine Street
Stansbury Park	3711 Toland Avenue
Labourdette Park	4401 Howard Avenue
Little Cottonwood Park	4000 Farquhar Avenue
Orville R. Lewis Park	3662 Kempton Drive
Laurel Park	10915 Bloomfield Street
Sierra Circle, green belt	Cerritos and Sierra Circle
Civic Center Complex (to include Roberts Park, rear of Community Center)	3191 Katella Avenue & 10911 Oak Street
Ticonderoga/Katella service road	East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Café)
Oak Bike Path	Oak Street to Coyote Creek Park

Once a contractor is selected, a contract will be established for a term that will run for two years, with two possible extensions from the established date.

The following is an approximate timeline for awarding of the contract related to Park & Landscape Maintenance Services:

- 11/16/20 City Council approval of RFP 2020-05 specifications
- 11/25/20 Advertise project
- 12/17/20 Bid opening
- 01/18/21 City Council Award of Contract

FISCAL IMPACT

The funding for this service is included in FY 2020-2021 - Account No. 10.543.5260.

Submitted by: Ron Noda, Acting Deputy City Manager

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

City of Los Alamitos



**Request for Proposal (RFP) 2020-05
PARK & LANDSCAPE MAINTENANCE SERVICES**

FOR

Development Services Department

Attn: Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 500
(562) 493-1255 Fax
Email: rnoda@cityoflosalamitos.org

DATED: November 16th, 2020

Deadline/Bid Opening Date:
Must be received by 2:00pm
Thursday, December 17th, 2020

RFP Available at <http://www.cityoflosalamitos.org>

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SECTION A
NOTICE INVITING SEALED BIDS

REQUEST FOR PROPOSAL (RFP) 2020-05
PARK & LANDSCAPE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Development Services Department**



NOTICE OF REQUEST FOR PROPOSALS 2020-05

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 2:00 PM on Thursday, December 17th, 2020, as follows:

PARK & LANDSCAPE MAINTENANCE SERVICES PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR PARK & LANDSCAPE MAINTENANCE SERVICES RFP 2020-05. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of: litter pick-up, weed removal, mowing, edging and sweeping (blowing) of public parks and landscaped areas throughout the City.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

City of Los Alamitos
Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

**PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information.

MANDATORY PRE-MEETING

Contractors shall contact the City to coordinate an on-site meeting prior to the deadline for bid submittals. Meetings can be scheduled Monday through Thursday from 7:30am to 5:30pm. To coordinate a time and date, please contact Management Analyst Michelle Müller at (562) 357- 4514 or via email at mmuller@cityoflosalamitos.org.

**PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals (RFP) from qualified firms to provide annual Landscape Maintenance Services of certain areas within the City. The City has approximately 625,517 square feet of Parks and Landscape space.

The purpose of this Maintenance Landscape Maintenance Services Agreement is to provide the City of Los Alamitos with the best possible landscape care to maintain the City's Community Parks and Landscape at a level expected by the City's residents, City Council, City staff and visitors to the community. The selected firm will work closely with City staff, to ensure the most appropriate care and maintenance of the City's Parks and Landscape, with sensitivity to the City of Los Alamitos, its residents and visitors.

It is the intent of the City to award a Landscape Maintenance Services Agreement in form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual budget, an annual agreement amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community.

PROJECT EXPECTATIONS

This work consists of Landscape and Parks mowing, edging, weed removal, sweeping (blowing) and litter removal as specified in the Landscape Maintenance Services Agreement scope of work and/or Requests for Proposal.

1. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

**SECTION B
SCOPE OF SERVICES**

**PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

1. **SCOPE OF SERVICES**

The Contractor shall provide grounds and landscape maintenance services inclusive of: mowing and edging of turf areas, litter control, weed removal, sweeping and blowing of hardscape areas as provided in the specifications to maintain various City facilities in accordance with the tasks and frequencies identified in the “Proposal Sections”.

RECOMMENDED SITE VISITS

It shall be the contractors’ responsibility to independently visit each site. It will be the contractors’ responsibility to examine each site and to be familiar with the general condition of the site and its appurtenances and amenities. Contractors shall be deemed to accept the conditions and necessary work at any site for which they submit a proposal.

The following are the sites for the proposed work:

SITE	LOCATION	ESTIMATED QUANTITY	UNIT
Katella median islands	East of the 605 freeway to Walker Street	13,390	LF
Los Alamitos Boulevard median islands	South of Coyote Creek to North of Bradbury Road	9,088	LF
Farquhar Avenue – Southside wall and parkway area	East of Bloomfield Avenue to America Drive	1,847	LF
Rossmoor Islands	East of Los Alamitos Boulevard to West of Pine Street	420	LF
Bradbury Islands	East of Los Alamitos Boulevard to West of Pine Street	417	LF
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)	59,100	SF
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Shepherd Presbyterian Church to Mobil Gas)	6,240	SF
Katella Avenue	south side (605 to Wallingsford/Walnut)	52,272	SF
Farquhar Avenue	south side	8,712	SF
Sterns Park	3871 Farquhar Avenue	4,356	SF
Soroptimist Park	10822 Pine Street	3,920	SF
Stansbury Park	3711 Toland Avenue	21,780	SF
Labourdette Park	4401 Howard Avenue	8,712	SF

Little Cottonwood Park	4000 Farquhar Avenue	235,224	SF
Orville R. Lewis Park	3662 Kempton Drive	47,916	SF
Laurel Park	10915 Bloomfield Street	139,392	SF
Sierra Circle, green belt	Cerritos and Sierra Circle	3,039	SF
Civic Center Complex (to include Roberts Park, rear of Community Center)	3191 Katella Avenue & 10911 Oak Street	26,136	SF
Ticonderoga/Katella service road	East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Café)	873	LF
Oak Bike Path	Oak Street to Coyote Creek Park	1,016	LF

1.1 QUALIFICATIONS OF CONTRACTORS

Each contractor shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing landscape maintenance services by the use of its own trained and qualified employees and equipment, material, supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under the Contract.

1.2 REFERENCES AND QUALIFICATION REQUIREMENTS

Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified landscape maintenance services to the satisfaction of the City. Failure to include any of the following information as requested below, may cause proposal to be deemed non-responsive if the City has no prior experience with the Contractor.

1. **Client References:** On a separate sheet of paper, contractors must furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom contractor has provided similar services. The City intends to contact these customers to determine reliability, Contractors' performance, services and other information.
2. **General Business Statement:** A statement of all of the important business activities of contractors' major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in the provision of the specified maintenance services at similar size facilities an areas (or with gross acreage equal to or greater than) with similar service levels as those required for this Contract. Contractors shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
3. **Financial Statement:** Most recent and complete financial statement of contractors' current assets, liabilities and net worth.
4. **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.

5. **Work History:** In addition to **Client References**, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.

1.3 REQUIREMENT FOR SUPPLEMENTAL INFORMATION

Following the evaluation of proposals, and prior to any consideration of award, the apparent responsible contractor(s) may be required to provide supplemental information such as the number of employees, types of tools and vehicles used under this Contract. The supplemental information will be used to evaluate the contractors' ability to fulfill the terms of the Contract, and determine the relative values and benefits of utilizing a Contract in lieu of City staff.

1.4 LICENSES

Contractors shall comply with the following:

1. The Contractors State License Board for the State of California has determined in writing that a C27 Landscape Contractor License is required to provide the service in these specifications. Each contractor shall hold a valid C27 Landscape Contractors License and any other required permit or licenses at the time the proposal is submitted.
2. Contractor must obtain and maintain in effect during the term of the Contract, a valid City of Los Alamitos Business License prior to commencement of work.
3. When working in road right-of-way, the Contractor shall comply with all procedures and requirements as specified in the State of California (CALTRANS) Manual of Traffic Controls for Construction and Maintenance Work Zones.

LICENSE CERTIFICATION

My valid License/Permit Numbers are:

<u>LICENSE</u>	<u>LICENSE NUMBER</u>	<u>EXPIRATION</u>
C27 Landscaping Contractor License		
City of Los Alamitos Business License (Required within 30 days upon notification of award)		

Please submit a copy of each valid license/permit listed above, with this proposal.

1.5 DISPOSAL OF RECYCABLES

The Contractor shall comply with the City's recycling efforts and program.

1.6 REFUSE DISPOSAL

The City shall not be responsible for, or pay the costs of, the disposal of all trash, litter or debris collected (i.e., refuse) by the Contractor in the performance of the daily maintenance tasks including refuse collection, trash can emptying, and litter control. The refuse collection by the Contractor in the performance of these tasks shall be disposed of at the site of collection.

Green waste collected from maintenance the City Complex shall be disposed of at City Hall, 3191 Katella Avenue and logged into the collection log form.

The Contractor shall maintain logs identifying its refuse collection and disposal activities to make those logs available to the City for inspection monthly.

The Contractor will not be required to sort recyclable materials from trash and other refuse collected by the Contractor. Recyclable materials are the property of the City.

1.7 ENVIRONMENTAL REQUIREMENTS

Contractors shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractors shall insure that all personnel whose responsibilities involve cleaning, waste disposal, or landscaping are trained in Best Management Practices, as set forth in the City's NPDES (National Pollutant Discharge Elimination Program) Permit and Storm Water Management Plan.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

In preparing the proposal, the contractor shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

- I. The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan.
 - a. Appurtenances must be cleaned by method(s) which does not result in runoff going into any water body, gutter or storm drains. Only potable water may flow into any water body, gutter or storm drains.
 - b. All wash water must be disposed of to a sanitary sewer.

- c. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.
 - d. All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or pave surface where it would be carried to the storm drain system or to a water body.
 - e. For washing operations, Contractors shall use (1) a high-pressure/low-volume sprayer using only potable water and no cleaning agents at an average use of .006 gallons of water per square feet of surface; or (2) a self-contained power scrubber, which recaptures all wastewater, cleansers and debris. All wastewater recaptured by a self-contained power scrubber must be disposed of in a sanitary sewer approved by the City.
- II. Every effort must be taken to minimize noise.
 - III. The Contractor is encouraged to recycle green waste, keeping it separate from trash and other debris.
 - IV. Contractor shall have an Integrated Pest Management policy/program in effect.

1.8 CHANGES IN SERVICE

In the event that additional services are deemed necessary by the City for newly-developed landscaped areas and appurtenant structures within existing premises or any portion thereof the City may, at its discretion, increase the Contractor's maintenance service requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the newly-developed area(s) based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the Contractor's proposal.

1.9 DAMAGED CAUSED BY CONTRACTOR

All damage to existing facilities caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City:

- I. Irrigation damage shall be repaired or replaced within one water cycle or 48 hours. Any irrigation equipment damaged shall replaced by the equivalent manufacturer equipment or as approved by the City.
- II. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

- I. **Trees:** Minor damage, such as bark lost from impact of mowing equipment, shall be subject to replacement with a tree comparable in species and size, as approved by the City.
- II. **Shrubs:** Minor damage, such as shrub and plant material lost from impact of moving equipment, shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City.
- III. **Appurtenances:** All damage caused to components of the facilities or grounds, including but not limited to benches, picnic tables, permanent chairs, irrigation heads, valves, valve boxes, controller boxes, concrete walks, railings, fencing and gardens caused by the Contractor, shall be corrected at the Contractor's expense.

1.10 HOURS AND DAYS OF MAINTENANCE SERVICES

SCHEDULING OF OPERATIONS

Normal work hours are from 8:00 a.m. to 5:00 p.m., Monday through Thursday, unless otherwise specified. The Contractor shall perform work at such times as to minimize disturbance or interference to residence and to pedestrian or vehicle circulation. Examples are early morning mowing, edging, blowing, etc. No routine mowing shall occur on Friday, Saturday or Sunday unless pre-approved by the City representative. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be in a format approved by the City.

The Contractor shall perform work in accordance with pre-approved scheduled during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative(s) of any problems or service interruptions within a minimum of seventy-two (72) hours. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative(s). Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided for herein.

The Contractor shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City.

The basis daily hours of maintenance service shall be:

Monday through Thursday: 8:00 a.m. to 5:00 p.m.

Certain maintenance tasks may have time restrictions or extended time requirements.

2.0 SERVICE SCHEDULES

The Contractor shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Said work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.

At the discretion of the City representative, monthly meetings (or at an increased frequency if deemed necessary by the City) between the Contractor and the City may be scheduled to determine progress and address any changes in schedules, problem areas, etc.

Changes or variations in scheduling may be necessitated by City special events, recreation classes, reservations, etc. The Contractor shall adapt any or all schedules to the City's requests.

The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for "Specialty Functions" as set forth herein.

2.1 CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

Each crew of the Contractor's employees shall include at least one individual who speaks and comprehends the English language.

The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City or public. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City or public.

The Contractor shall establish an identification system for personnel assigned to the facilities which clearly indicates to City employees and the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts

must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards.

The City shall approve the Contractor's uniform.

The City expects the Contractor's staff to turn into City representative(s) (Contract Monitor) all items which have been lost or misplaced by the general public, regardless of perceived value. The Contractor shall communicate this expectation to all employees.

2.3 DRESS CODE AND APPEARANCE

All Contractor's personnel shall wear uniforms bearing the company name while performing work on this contract. Sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards. Safety vests are not considered part of the uniform, but are required in compliance with Section 4.2. Failure to comply shall result in a deduction of \$100 per occurrence per day per employee.

2.4 CONTRACT ENFORCEMENT

The Contractor or its authorized representative shall meet on the site at least once a month, or more, at the discretion and convenience of the City, with an authorized representative of the City for a walk-through inspection and to address any problems or other issues. All scheduled and periodic maintenance functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

2.5 TRAFFIC CONTROL

The Contractor shall follow all guidelines and rules in the State of California Traffic Manual or Watch Book. Any lane closures shall be coordinated prior with the City representative. Lighted sign or arrow boards are required as needed.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

2.6 SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, specifically Los Alamitos municipal code 17.24, that apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with the type of muffler recommended by the manufacturer of such equipment. No internal combustion engine shall be operated without such muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be paid.

2.7 ADDITIONS/DELETIONS TO THE CITY GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the General Landscape Maintenance Specifications. Any changes in the Specifications that cause the Contractor to suffer additional expenses will be paid in one of two ways:

in accordance with the proposal forms or actual costs plus 10% for materials, whichever is less.

A. Performance During Inclement Weather

1. During the periods that excessive rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. Adjusted work due to weather must be communicated and approved by the City representative.
2. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.
3. During periods of excessive rainfall, the Contractor shall remove water from area drains, remove of minor silt and debris from perimeter areas and keep all draining facilities clear and in operating condition.

B. Performance On Schedule

1. All work shall be completed on the day scheduled. All schedules shall be pre-

approved by the City representative.

2. Failure to complete the work as scheduled or as specified herein will result in the following actions:
 - a. The sum of up to \$100 per day will be deducted from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications.
 - b. **Deficiencies:** An additional amount equal to the costs incurred in completing the work by an alternate source whether it be City forces or separate private contractor even if it exceeds the Contract unit price will be deducted.
 - c. In cases where the Contractor fails to perform as required, the value of the contract "per day" will be deducted.
 - d. These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection and other related costs for the failure by the Contractor to complete the work according to schedule.

3.0 MAINTENANCE STANDARDS

This Specification establishes the standard for the maintenance of landscaped areas and open spaces for the City of Los Alamitos.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Contractor's prime responsibility is to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this Specification.

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this Specification and in keeping with the highest standards of quality and performance, as well as safe work practices and traffic controls.

Maintenance of the landscape shall include but is not limited to mowing and edging of turf areas, litter control, raking and trimming of planters, sweeping, blowing of hardscape areas, and cleanup of drainage facilities.

Failure to meet maintenance standards will be handled with the following protocol:

1. Verbal communication of failure to meet maintenance standards.
2. Written communication of failure to meet maintenance standards.
3. Penalty fee of \$100 per day will be deducted from payment to the contractor for each instance where maintenance standard was not satisfactorily met.

The Contractor shall submit a monthly Maintenance Schedule to the City at the start of the Contract and in the event of any changes to the schedule outlining the scheduled functions and to include all elements within the Contract.

3.1 SHRUBS

General

1. Shrubs shall be pruned/trimmed as required for safety, removal of broken or diseased branches, general containment or appearance.
2. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with the City representative.
3. Shrubs used as formal hedges or screens shall be pruned/trimmed as required to present a neat appearance.
4. Remove any spent blossoms or dead flower stalks as required for neat, clean appearance. Daylilies shall be removed manually.
5. Shrubs and mounding shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.
6. Any paper or litter that accumulates in ground cover areas shall all be picked up on a daily basis.

3.2 VINES

A. General

1. Vines and espalier plans shall be checked and re-tied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Deep water vines in pockets not provided with sprinklers are required to promote optimum growth.
4. Pruning/trimming of vines shall be in accordance with good horticultural practices.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.

3.3 GROUND COVER

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general

containment to present a neat, clean appearance.

2. Cultivate and/or apply approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and maintained to avoid excessive growth that results in an objectionable height. The City representative will determine objectionable height. Remove weeds by chemical or mechanical means as approved by the City representative. This includes medians, planters, and tree wells at City parks only.
3. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.
4. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs or on structures or walls. Keep trimmed back approximately four inches (4") from structure or walls. Coordinate trimming around base of shrubs/trees with the City representative.
5. Bare soil areas shall be cultivated a minimum of once per month.

3.4 DRAINAGE FACILITIES

The Contractor shall continually inspect surface drains (such as bench drains and flow structures) located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.

3.5 LITTER AND DEBRIS/ CLEAN-UP

1. Do not blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Remove debris generated adjacent to landscape areas (i.e., sidewalks, streets, gutters).
2. All litter and debris resulting from any of the Contractors' operations, shall be removed and disposed of per the City's requirement.
3. All walkways shall be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.

3.6 TURFGRASS Mowing

- A. Mow, edge and remove weeds from greenbelts, medians, etc., weekly.

Cut cool season turfgrass 2 W' during warm season and reduce to 2.5"-3" during winter or cooler seasons. In warm seasons, common Bermuda shall be mowed to not exceed 2", hybrid Bermuda W' to %". Cut mixed turfgrasses to the City representative's recommended height.

A fine-cut flail mower, rotary mower, or reel mower that provides a smooth and continuous cut of turf at a %-inch height shall be acceptable. The type of mower required may vary for special events and conditions. Any acceptable mower shall be configured so the outer edges of the blade extend 18-inches to 26-inches beyond the outer edge of the wheel. A mulching mower is preferred.

In confined areas, grass clippings shall be caught at the time of mowing and disposed of off-site, and all mowers utilized for confined areas must have catchers. A "confined area" is defined as an area bordered by three or more sides by shrub beds, planters, hardscapes, walls, and fences or other like borders.

All safety equipment on mowers must be fully operational.

All equipment shall remain adjusted to the proper cutting heights and shall be adequately sharpened and maintained.

Mowing shall be completed in one operation and not more than 1/3 of the total leaf height shall be removed during any single mowing operation.

More frequent mowing of turf may be authorized at the City's discretion.

Turf shall be mowed within 6-inches of all appurtenances.

Litter shall not be shredded by mowers; Contractor shall not drive over or break glass bottles or other glass objects, nor drive over excessively wet areas. Contractor shall clean up and remove litter scattered or shredded by mowers prior to leaving the job site.

Litter includes any foreign matter, debris, broken glass, paper, feces, foods and similar materials.

Contractor shall remove all clippings and debris deposited on hardscapes and other surfaces as a result of mowing operations before leaving the site.

No clippings or debris shall be blown, swept or otherwise pushed into the street or storm drains.

Damaged appurtenances, sprinkler heads, valve boxes, valve box covers or vegetation shall be repaired immediately, isolated or otherwise addressed to ensure the safety of the site, the integrity of the systems and the viability of plant materials.

When mowing, Contractor's staff must take care not to scratch or damage hardscapes, walls, planters, benches and other appurtenances. Before each mowing, the equipment used for this task must be inspected to ensure that it has not sharp or protruding rough parts (i.e. rollers, skids, brackets, blades, wheels, bed knives) which may cause damage.

Trimming and Edging: Trim around graphic walls, buildings, curbs, header boards, valve boxes, quick couplers and paved areas on a weekly basis to present a neat, clean appearance. All turfgrass contiguous to hardscapes shall be edged with a walk-behind, blade-type edger. String trimmers are not acceptable as a replacement for a "walk- behind" blade-type edger.

B. String Trimmers

Care shall be exercised regarding the use of string trimmers (weed eaters) to prevent damage to trees, building surfaces, walls, header boards, light fixtures, signage, etc. A maximum 12" bare soil buffer zone shall be maintained around the circumstance at the base of all trees. **(Trees damaged by Contractor's operations shall be replaced at Contractor's sole expense.)**

3.7 FACILITIES MAINTENANCE

A. General Operations (applies to all landscape maintenance areas):

1. All sidewalk areas abutting maintained areas shall be cleaned when left unclean by Contractor's operations.
2. All human or animal feces or other materials detrimental to human health shall be removed from the areas.
3. All leaves and Landscape debris shall be removed from landscaped areas and disposed of offsite.
4. All broken glass and sharp objects shall be removed.
5. All concrete bench drains and other surface drains under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
6. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to City representative.
7. All City parking lots (City Hall, the Community Center lot, Laurel Park, and Little Cottonwood Park) shall be blown weekly.

B. Hard Surface Areas

1. These areas include hardscape, DG areas, concrete sidewalks, bicycle trails, AC walkways, courtyards, etc.

2. All areas shall be swept or blown weekly to remove all deposits of silt and/or sand and glass.
3. All areas shall be inspected and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to the City representative.

3.8 DISPOSAL OF GREEN WASTE

Green Waste Debris

Green waste debris is defined as all trimmings, brush, limbs, palm fronds and trunks generated from tree trimming, shrub trimming, and tree or shrub removal operations. Green waste debris may also include up to 1% dirt, etc. perload.

3.9 OTHER

1. Landscaped areas (citywide) shall be physically and carefully inspected weekly for weeds and removed as necessary.
2. All shrubs, vines, and bushes (citywide) within landscaped areas shall be trimmed as necessary.
3. All trees within the island medians and service roads shall be trimmed as necessary.
4. Priority areas (Katella Avenue and Los Alamitos Boulevard median islands and service roads) shall be serviced twice a month. Priority areas are subject to change based on the City's needs.

**PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

REPORTS AND SCHEDULES

4.0 The Contractor shall submit reports and schedules as requested and as outlined below. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or a deduction. Such reports must be detailed, thorough and may include but not be limited to the following:

- A. Suggestions for improving problem areas.
- B. Reports of work planned.
- C. Monthly Maintenance Schedule(s).
 - 1. Notification of change in scheduled work must be received by the City at least 12 hours prior to the scheduled time for work to begin.
- D. Accident Reports shall be submitted immediately.
- E. Incident Reports shall be submitted monthly with any invoicing.
- F. Hazard Reports shall be reported immediately and forms submitted monthly with any mvolcmg.
- G. All forms and schedules shall be of a format supplied by or approved by the City.
- H. The Contractor shall adjust work schedule to accommodate all City-observed holidays and during storms and periods of excessive rainfall.

**PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**PRUNING AND TRAINING QUALITY
STANDARDS**

- A. Shrubs, herbaceous plants, and groundcovers shall be pruned soon after the completion of a flowering and fruiting cycle, if fruits are desired. Raphiolepis fruits are not wanted; neither are those littering the pavement.
 - 1. Remove flower stems to point of origin.
 - 2. Remove branches growing beyond perimeter of foliage. It is an outline of a plant's shape. Cuts shall be inside of outer foliage and flush with branch of origin. Leave no butts or stubs. Do not trim off all foliage on one lane with hedge shears. Shearing is only for hedges, after thinning out big, long shoots.
 - 3. Prune to retain natural shape of plant. Shapes vary according to plant species. Some are wider than tall like Tam or Pfitzer junipers. Some are upright like Xylosma and Photinia. There shall be no flat, square tops or unnatural forms.
- B. Prune off lower branches high enough for traffic clearance.
- C. Cut out dead, crossing, rubbing branches and v-shaped crotches, where applicable.
- D. Undercut branches over 2" in diameter before final cut is made close to a scaffold (main) branch. Shredded, tom or ripped branches shall be re-cut cleanly.
- E. An exposed wound, as where a branch was removed, shall remain exposed. Do not paint or apply any substance on a wound. It heals faster, with less disease than a covered wound.
- F. Trees close together shall be separated by removal of intennigling branches. The exception is a large hedge or windbreak consisting of one species.
- G. A young tree unable to stand upright shall be double staked. A tree too heavy for support by stakes shall have equally spaced guy wire ties to immovable stakes. The wire shall be on a 45° angle with the tree trunk.
 - 1. Ties and guys should be tight enough to support the tree but loose enough to allow for growth and a few inches of movement, and in place between stakes or tree trunk.
 - 2. Loosen ties that are so tight they are almost starting to girdle a branch or trunk.
 - 3. An immovable trunk in wet soil is an indication it can stand without support. Remove stakes or guy wires.
- H. Graphic descriptions on correct pruning and training of shrubs and trees is published

by the International Society of Arboriculture (ISA) and the University of California Publications ANR Dept.

SECTION C
PROPOSAL SCHEDULE

PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**SECTION C
PROPOSAL SCHEDULE**

**PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SITE	LOCATION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
Katella median islands	East of the 605 freeway to Walker Street	13,390	LF		
Los Alamitos Boulevard median islands	South of Coyote Creek to North of Bradbury Road	9,088	LF		
Farquhar Avenue – Southside wall and parkway area	East of Bloomfield Avenue to America Drive	1,847	LF		
Rossmoor Islands	East of Los Alamitos Boulevard to West of Pine Street	420	LF		
Bradbury Islands	East of Los Alamitos Boulevard to West of Pine Street	417	LF		
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)	59,100	SF		
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Sheperd Presbyterian Church to Mobil Gas)	6,240	SF		
Katella Avenue	south side (605 to Polly Pies)	52,272	SF		
Farquhar Avenue	south side	8,712	SF		
Sterns Park	3871 Farquhar Avenue	4,356	SF		
Soroptimist Park	10822 Pine Street	3,920	SF		
Stansbury Park	3711 Toland Avenue	21,780	SF		
Laubordette Park	4401 Howard Avenue	8,712	SF		
Little Cottonwood Park	4000 Farquhar Avenue	235,224	SF		
Orville Lewis Park	3662 Kempton Drive	47,916	SF		
Laurel Park	10915 Bloomfield Street	139,392	SF		
Sierra Circle, green belt	Cerritos and Bloomfield	3,039	SF		
City Hall Complex (to include Roberts Park,	3191 Katella Avenue	26,136	SF		

rear of Community Center)					
Ticonderoga/Katella service road	East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Café)	873	LF		
Oak Bike Path	Oak Street to Coyote Creek Park	1,016	LF		

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The Proposal Schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

Proposal Schedule Total: \$ _____

Proposal Schedule Total (in word): _____

Company Name of Proposer

Date

SECTION D
FORMS

PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CITY OF LOS ALAMITOS
Development Services Department

PERFORMANCE DEFICIENCY NOTIFICATION

Notification to: _____

Date: _____

Time: _____

Method: _____

The following performance deficiency(ies) has been observed and required immediate attention to correct.

Location: _____

Value of Deduction: \$ _____

City Representative will check deficient items and comment (if applicable) below:

- ☐ 1. Performance deficiency up to \$100 per instance. \$ _____
- ☐ 2. Failure to provide adequate equipment. Deduction of up to \$100 per instance/per work day. \$ _____
- ☐ 3. Failure to protect public health and/or correct safety concerns. \$ _____
- ☐ 4. Failure to comply with water restrictions. \$ _____
- ☐ 5. Major irrigation deficiencies. \$ _____
- ☐ 6. Failure to respond within 30 minutes to after-hours emergency page or respond in the field within 1 hour to an after-hours emergency. \$ _____
- ☐ 7. Failure to mow, edge, sweep, pickup trash/debris, rototill tot-lots, apply chemicals, prune in an approved, professional manner. \$ _____
- ☐ 8. Failure to respond during working hours to a page within 30 minutes. \$ _____
- ☐ 9. Other: \$ _____

Comments: _____

Please initiate the necessary corrective action(s) and notify the City representative when corrective action(s) are completed for re-inspection.

Contractor (Sign & Date)

City Representative (Sign & Date)

SECTION E
LANDSCAPE MAINTENANCE SERVICES AGREEMENT

PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

DRAFT

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

[enter name of contractor]

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES ("Agreement") is made and entered into, to be effective this ____ day of _____ 2021 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and _____, a _____, ("Contractor"). City and Contractor 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 contractor to provide landscape maintenance services for City parkways, medians, landscape areas and parks.

B. In response to City's formal Request for Proposals No. ____ (RFP), dated _____, 2018, Contractor has submitted to City a written proposal, dated _____, 2020, to provide the desired landscape maintenance services.

D. City desires to engage Contractor to provide such landscape maintenance 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 CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2019, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor 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. Contractor 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 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. _____, dated _____; and (3) Contractor's Proposal, Exhibit "A". Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document,

which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor's Proposal.

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. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Contractor performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor 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, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Contractor represents and warrants to City that Contractor 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 Contractor to perform the Project Services. Contractor 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 Contractor'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, Contractor warrants that Contractor (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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor 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. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars (\$_____). 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 Contractor wishes to receive payment, Contractor 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 Contractor 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 Contractor'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 Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance. Contractor shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Contractor, 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 Contractor (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 Contractor, 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

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

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor 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 Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Contractor 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 Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor 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. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City.

If Contractor is permitted by City to subcontract any part of this Agreement, Contractor 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 Contractor. City will deal directly with and will make all payments to Contractor. 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 Contractor, 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 Contractor or any surety of Contractor 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 Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, 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 Contractor's officers, employees, or agents or in fixing their number, compensation, or hours of service. Contractor 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 Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2 Contractor 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 Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, 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 Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor 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 Contractor or any officer, employee, representative, agent, subconsultant or subcontractor of Contractor 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, Contractor 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 Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor 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, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate.

The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor 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 Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.3 Workers' Compensation Insurance. Contractor 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. Contractor 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. Contractor 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, Contractor shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Contractor provides written verification to the City that Contractor 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 Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor 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 Contractor 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 Contractor, 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 Contractor 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. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor 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 Contractor’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, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Contractor 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, Contractor 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 Contractor may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor 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. Contractor shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Contractor as additional named insureds under the Contractor's insurance policies; or (2) Contractor 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. Contractor 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 Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Contractor 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 Contractor 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 Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Contractor 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 Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor 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 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor 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, Contractor shall defend (at Contractor'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 Contractor, 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 Contractor 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 Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor'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. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor 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. Contractor 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 Contractor, 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 Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor 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 Contractor fails to secure such assignment, Contractor 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 Contractor, 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 Contractor 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 waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. 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 Contractor, 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, Contractor shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Contractor 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 Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Contractor shall not limit Contractor'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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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

To City:

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 Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

10.2 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.

10.3 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.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the

benefit of the Parties' successors and assignees.

10.5 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.

10.6 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.

10.7 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Contractor 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, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor 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.

10.8 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: _____

Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____

Name
Title

By: _____

Name
Title

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2020

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 2020

ITEM NUMBER: 10I

To: Mayor Richard Murphy & Members of the City Council

Via: Ron Noda, Acting Deputy City Manager

Presented By: Chris Kelley, City Engineer

Subject: Notice of Completion (NOC) for the Community Center Americans with Disabilities Acts (ADA) Improvements Project (CIP No. 19/20-05)

SUMMARY

The Community Center ADA Improvements Project upgraded two ADA ramps and portions of sidewalk within the City's Community Center parking lot area in order to provide ADA compliance. Staff is recommending that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the California Public Contract Code.

RECOMMENDATIONS

1. Accept as complete the construction for the Community Center ADA Improvements Project (CIP No. 19/20-05) by Golden State Constructors; and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$1,682.50, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

The plans and specifications for the Community Center ADA Improvements Project were approved by City Council on February 18, 2020. The City Council approved the Award of Bid to Golden State Constructors on June 15, 2020. The project consisted of parking lot improvements and ADA ramp upgrades to comply with accessibility requirements.

DISCUSSION

Work on this project is now complete and found acceptable by the City Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the California Public Contract Code.

FISCAL IMPACT

The project had a total funding budget of \$45,000 with the following breakdown of funding sources:

Budget Fiscal Year	Source	Amount
2019-20	Park Development Fund	45,000

A portion of the project contingency was used to cover extra curb and gutter to repair elevation changes, red curb striping, and extra base needed due to unforeseen field conditions. The project was still within the overall funding budget.

Construction Bid Price	\$31,650.00
Change Orders	\$2,000.00
Total Construction Price	\$33,650.00

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Acting Deputy City Manager

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. CIP No. 19/20-05 Notice of Completion



RECORDING REQUESTED BY
AND MAIL TO:

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

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

ADA Community Center Project – CIP 19/20-05

NOTICE IS HEREBY GIVEN THAT:

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

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

3. The work consisted of :

The City of Los Alamitos reconstructed portions of their Community Center parking lot. The ADA Community Center Project upgraded two ADA ramps and portions of sidewalk within the City's Community Center parking lot area in order to provide ADA compliance. Red curb was repainted.

4. The work was completed on 09/03/2020

5. The contractor was: Golden State Constructors, Inc.

Dated 11/03/2020

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

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

Chris Kelley, City Engineer

Dated: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 16, 2020

ITEM NUMBER: 10J

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Approval of Request for Proposals (RFP) 2020-04 for a HCD LEAP Grants Program Consultant

SUMMARY

This item recommends approval of a request for proposals for contractual services from a HCD LEAP Grants Program Consultant.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2020-04 for the hiring of an HCD LEAP Grants Program Consultant; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, the California Department of Housing and Community Development (HCD) established the Local Early Action Planning Grant Program (LEAP) with \$119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle Regional Housing Needs Assessment (RHNA).

Staff would like to solicit Requests for Proposals (RFPs) from qualified firms to provide assistance with the HCD LEAP Grants Program ("LGP") project to the Housing Element for the City of Los Alamitos General Plan and as well as any and all CEQA documents required to provide CEQA compliance for the Housing Element update.

DISCUSSION

RFP 2020-04 is intended to solicit proposals from qualified firms to provide consulting services for the completion of the City's HCD Planning Grants Program. The projects identified in the grant application total \$65,000 and include:

A. The creation of the City of Los Alamitos' Sixth Cycle Housing Element. The funds will be used in preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment.

B. The Housing Element of the General Plan identifies the City's housing conditions and needs, establishes the goals, objectives, and policies that are the foundation of the City's housing strategy, and provides an array of programs to create sustainable, mixed-income neighborhoods across the City. One way the Housing Element affects housing supply is by setting specific housing production targets for Los Alamitos through the Regional Housing Needs Assessment (RHNA) process.

C. Use of the grant funds would be used to hire a planning consultant to assist in preparing an update to the General Plan Housing Element that is due to the California Department of Housing and Community Development (HCD) in October 2021.

Once executed, the scope will be conditioned to run for one year from the date the Professional Services Agreement is signed. The following is an approximate timeline for award of the agreement related to consultant services:

- | | |
|---------------------|---|
| • November 16, 2020 | Approval of Request for Proposals (RFP 2020-04) |
| • November 23, 2020 | Advertise RFP |
| • December 17, 2020 | Deadline for Submittals |
| • January 18, 2021 | Award of Contract |

FISCAL IMPACT

There is no cost associated with issuing an RFP, however the City must pay for the services of the Consultant first and then apply thereafter for reimbursement.

Submitted by: Ron Noda, Acting Deputy City Manager

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Request for Proposals (RFP) 2020-04 HCD LEAP Grants Program

City of Los Alamitos



Request for Proposal (RFP) 2020-04 HCD Leap Grants Program

FOR

Development Services Department

Attn: Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 500
(562) 493-1255 Fax
Email: rnoda@cityoflosalamitos.org

Deadline/Bid Opening Date:
Must be received by 10:00am
Thursday, December 17, 2020

RFP Available at <http://www.cityoflosalamitos.org>

*Request For Proposal 2020-04
HCD LEAP Grants Program
City of Los Alamitos*

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SECTION A

**REQUEST FOR PROPOSAL (RFP) 2020-04
HCD LEAP GRANTS PROGRAM
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Development Services Department



NOTICE OF REQUEST FOR PROPOSALS

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 AM on Thursday, December 17, 2020.

HCD LEAP GRANTS PROGRAM

Proposals must be submitted in sealed envelopes marked on the outside,

“HCD LEAP GRANTS PROGRAM. DO NOT OPEN WITH REGULAR MAIL.”

The contract will consist of a qualified consultant team to provide assistance with a HCD LEAP Grants Program (“LGP”) project to create a Housing Element of the Los Alamitos General Plan, as well as any and all CEQA documents required to provide CEQA compliance for the Housing Element preparation.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

City of Los Alamitos
Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

Request For Proposal 2020-04
HCD LEAP Grants Program
City of Los Alamitos

SECTION B

**REQUEST FOR PROPOSAL (RFP) 2020-04
HCD LEAP GRANTS PROGRAM
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

One (1) original and one (1) Microsoft Word digital version of the Proposal must be submitted in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, CA 90720**

Proposers are solely responsible for ensuring their Proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposals shall be made at the office specified in this REQUEST FOR PROPOSALS. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information.

Bids must be prepared in conformance with INSTRUCTIONS TO BIDDERS, submitted in in a sealed envelope, and plainly marked on the outside:

**“SEALED BID FOR REQUEST FOR PROPOSAL (RFP) FOR HCD LEAP GRANTS
PROGRAM. DO NOT OPEN WITH REGULAR MAIL”**

Questions related to this Request for Proposals may be referred to Associate Planner Tom Oliver at 562-431-3538 x303. Proposals not received on or prior to the date and time specified will not be considered.

SECTION C
REQUEST FOR PROPOSAL (RFP) 2020-04
HCD LEAP GRANTS PROGRAM
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

- 1. SCOPE OF SERVICES**
- 2. PROPOSAL REQUIREMENTS**
- 3. ADDITIONAL CONSULTANT RESPONSIBILITIES**
- 4. TERM**
- 5. SELECTION CRITERIA**
- 6. CLARIFICATION OF SPECIFICATIONS**

BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals from qualified firms to provide assistance with a HCD (Housing and Community Development) LEAP Grants Program (“LGP”) project to create a Housing Element for the City of Los Alamitos General Plan and as well as any and all CEQA documents required to provide CEQA compliance for the Housing Element preparation.

In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, the State HCD department established the Local Early Action Planning Grant Program (LEAP) with \$119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle Regional Housing Needs Assessment (RHNA).

1. SCOPE OF SERVICES

On May 18, 2020, the Los Alamitos City Council authorized Staff’s submittal of an application for the HCD LEAP Grants Program to update the City’s General Plan Housing Element and the ancillary CEQA documentation required. The projects identified in the grant application total \$65,000 and are listed here:

A. The creation of the City of Los Alamitos' Sixth Cycle Housing Element. The funds will be used in preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment.

B. The Housing Element of the General Plan identifies the City’s housing conditions and needs, establishes the goals, objectives, and policies that are the foundation of the City’s housing strategy, and provides an array of programs to create sustainable, mixed-income neighborhoods across the City. One way the Housing Element affects housing supply is by setting specific housing production targets for Los Alamitos through the Regional Housing Needs Assessment (RHNA) process.

C. Use of the grant funds would be used to hire a planning consultant to assist in preparing the update to the General Plan Housing Element that is due to the California Department of Housing and Community Development (HCD) Department in October 2021.

Here is the project objectives approved by the California Department of Housing and Community Development:

Task	Est. Cost	Begin	End	Deliverable	Notes
Kick-off Meeting/Project Initiation	\$ 7,000	1/25/21	2/25/21	Facilitate Mtg/Gather information	
Ongoing Meetings with Staff	\$ 6,000	1/25/21	8/25/21	Attend Meetings	
Stakeholder Meetings	\$ 5,000	2/25/21	3/4/21	Facilitate Meetings	
Public Open Houses	\$ 7,000	3/4/21	5/25/21	Facilitate Meetings	
Draft Plan/CEQA Documents	\$ 30,000	5/25/21	6/3/21	Draft Plan/ Prepare CEQA Documents	
Planning Commission Mtg - Recom	\$ 1,000	6/23/21	6/23/21	Attend Meeting	
City Council Meeting - Adoption	\$ 1,000	7/19/21	7/19/21	Attend Meeting	
Final Housing Element - deliverable	\$ 5,000	6/3/21	8/25/21	Final Housing Element	
Mileage/Printing/Deliveries	\$ 3,000	1/25/21	8/25/21	Mileage/Printing/Deliveries	
Total Projected Cost \$	65000				

The grant invoices must be delivered to HCD by September 30, 2023, and be fully expended by December 31, 2023.

2. PROPOSAL REQUIREMENTS

The purpose of this Request for Proposal (RFP) is to solicit and select a firm to provide consultant services for the completion of the HCD LEAP Grants Program. Under the direction of the Development Services Director, the consultant firm would serve as coordinator and would provide the range of expertise necessary to carry out the tasks in the Scope of Work to be performed.

All services provided by the proposing consultant firm shall be performed by individuals that meet the qualification, education, and certification/licensing requirements for the position. The successful consultant firm shall also have the resources to provide cost effective and timely services including providing customer service to the City of Los Alamitos.

Proposers shall submit Proposal on or before the Submittal Deadline. It is imperative that all Consultants responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information. All Proposals shall include the following information:

A: LETTER OF TRANSMITTAL

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

B: COMPANY DATA

Please submit the following information:

1. Official firm name and address

2. Name, address, telephone number and email address of the Proposer's point of contact
3. Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture
4. Federal Employer I.D. Number
5. The address and telephone numbers for each of your firm's locations
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual
7. Number of years Proposer has been in business under the present business name
8. All comparable contracts currently in effect
9. Please describe areas of specialization provided by the Proposer
10. Any failures or refusals to complete a contract and explanation
11. Financial interests in other lines of business
12. Known conflicts of interest

C: PROPOSAL

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposal be organized and contain all information as specified below:

1. A Letter of Introduction, to include an understanding of the scope of services.
2. The firm's approach to delivering the scope of services.
3. Brief company profile and number of years the firm has been in business.
4. Location of principal office that will be responsible for the implementation of any contracts.
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Consultant(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
6. Three references to include: name, address and phone number of the organization, length of time services were provided, and a description of the services provided.
7. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles. The

Standard Fee Schedule	
STAFF LEVEL	HOURLY BILL RATE
Principal	\$_____ - \$_____
Associate Principal	\$_____ - \$_____
Senior Associate/Senior Scientist	\$_____ - \$_____

Associate/Scientist	\$_____ - \$_____
Project Planner/Project Scientist	\$_____ - \$_____
Planner/Assistant Scientist	\$_____ - \$_____
Graphics Specialist	\$_____ - \$_____
Clerical/Word Processing	\$_____ - \$_____
Intern	\$_____ - \$_____
Subconsultants are billed at cost plus X%. Mileage reimbursement rate is the standard IRS-approved rate.	

8. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practices.
9. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Los Alamitos as additional insured. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.
10. Selection of the firm will be based on:
 - Firm Experience
 - Coordination & Supervision Team Work
 - Qualification and Experience of staff and/or sub-consultants
 - Schedule & Budget Responsiveness
 - Quality Control and Assurance
 - Cost

The City of Los Alamitos reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Professional Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

One (1) original and two (2) copies of the proposal must be submitted no later than 10:00 a.m., Thursday, December 17, 2020. It is the sole responsibility of the proposer to insure that their proposal is received by the deadline. Postmarks and/or faxes are not acceptable. Proposals must

be titled “PROPOSAL (RFP) FOR SB2 PLANNING GRANTS PROGRAM”. Proposals must be submitted to:

Ron Noda
Acting Deputy City Manager
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

3. ADDITIONAL CONSULTANT RESPONSIBILITIES

The consultant shall be responsible for completing the specified services in accordance with the City’s Professional Services Agreement.

Consultant needs to be aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services under this Agreement are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and the project site. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

4. TERM

The term of the agreement is for one (1) year.

5. SELECTION CRITERIA

The process will adhere to the current City of Los Alamitos policies for the award of Professional Services Agreements. Each proposal will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All respondents will be notified as to the results of this evaluation.

6. CLARIFICATION OF SPECIFICATIONS

If any respondent, prior to submitting their proposal should find any discrepancies and/or omissions from the specifications or other Professional Services Agreement documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Los Alamitos Development Services Director for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a proposal has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to respondents in any manner other than the aforementioned written addendum.

7. ADDENDUM

The City may modify, clarify or interpret the Request for Proposals by sending an addendum to each Firm/Individual(s) that has been issued a proposal package or notified the City of an interest in submitting a proposal. Any such addendum shall become part of the package and of any contract awarded. The City is not responsible for any other explanation or interpretation. A signed copy of the addendum shall be attached to the proposal and submitted as part of the package. Failure to do so may result in a non-responsive submittal.

SECTION D

**REQUEST FOR PROPOSAL (RFP) 2020-04
HCD LEAP GRANTS PROGRAM
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
[enter name of firm/company]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this ____ day of _____ 2021 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, a _____, (“Firm”). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

- A. City has determined that it requires the services of a qualified firm to provide _____ (“Project”).
- B. Firm has submitted to City a written proposal, dated _____, 2020, to provide _____ for the Project.
- C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.
- D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the _____ Proposal, dated _____, 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 professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars (\$_____). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. **SCHEDULE OF PERFORMANCE**

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

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

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

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

4. **COORDINATION OF PROJECT SERVICES**

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

4.2 City's Contract Officer. The City's Contract Officer shall be such person as may

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

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

4.4 Independent Contractor.

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

security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

5.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Firm shall not

commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

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

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

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

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

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

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

of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.9 Insurance for Subconsultants. Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their

respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the

documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

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

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

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

To City:

City's Contract Officer, title
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
_____.@cityoflosalamitos.org

With copy to:

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

To Firm:

Name of Firm
Street
City, State, Zip Code
Email

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____

Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Name of Firm

By: _____
Name
Title

By: _____
Name
Title

NOTICE OF ADJOURNMENT

LOS ALAMITOS CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN that the Los Alamitos City Council has adjourned the Regular meeting of November 16, 2020, to **Monday, December 14, 2020**, to be held via Video Conference for the purpose of conducting an Adjourned Regular meeting.

Via videoconference
Participation via Phone: (301) 715-8592
Meeting ID: 850 1140 5363


Windmera Quintanar, MMC
City Clerk

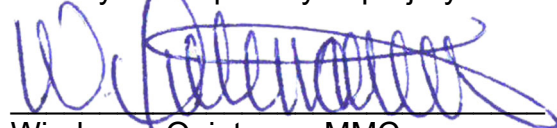
AFFIDAVIT OF POSTING

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, November 16, 2020, was adjourned to Monday, December 14, 2020 at 6:00 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