CITY OF LOS ALAMITOS

Community Center
10911 Oak St., Los Alamitos, CA 90720

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, April 19, 2021 – 6:00 p.m.

SAFETY ALERT – NOTICE REGARDING COVID-19

If you wish to attend the City Council meeting in person, the Community Center located at 10911 Oak St. Los Alamitos, California 90720, will be open for this meeting and the public shall have the right to observe and offer public comment at this location.

Masks, temperature checks, and visual check of symptoms will be required before entering the Community Center. Entrance and exit will be via the front lobby doors as all other entrances/exits will be locked. A staff member will be present at the door to assist attendees with this process and ensure there is room for them in the Community Center.

Members of the public will be required to wear a mask. Seating will be available based on six feet of social distancing. The City of Los Alamitos continues to follow the Centers for Disease Control and Prevention (CDC) guidelines and these provisions are subject change with short notice.

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

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

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 Chirco
Mayor Pro Tem Hasselbrink
Council Member Bates
Council Member Doby
Council Member Nefulda

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Hasselbrink will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Doby will give the Invocation.

5. PRESENTATION

A. Presentation by SGT Jose Ramos Discussing CA Job Challenge

6. ORAL COMMUNICATIONS

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

7. COUNCIL ANNOUNCEMENTS

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

Ratify the Warrants for the period from March 5, 2021 to April 7, 2021, in the amount of $1,348,354.74.

ROLL CALL

Mayor Chirco
Mayor Pro Tem Hasselbrink
Council Member Bates
Council Member Doby
Council Member Nefulda

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 Special and Regular Minutes of March 15, 2021.

B. Award of Contract for Website Redesign (City Clerk/Recreation)

The purpose of this report is to seek approval for a Professional Services Agreement with CivicPlus for Website Redesign.

Recommendation: Authorize the Mayor to execute the Professional Services Agreement with CivicPlus for Website Redesign.

C. Notice of Completion (NOC) for the Traffic Signal Modification to Install Accessible Pedestrian Signal (APS) for Visually Impaired Pedestrian Project (CIP No. 19/20-06) (Development Services)

In an effort to improve upon pedestrian safety in the Old Town West neighborhood, the City Council approved a request to install visually impaired notification devices for pedestrian crossing at the intersection of Los Alamitos Boulevard and Florista Street. As this installation is now complete, 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 Public Contracts Codes.

Recommendations:

1. Accept as complete the construction for the Traffic signal Modification to Install Accessible Pedestrian Signal (APS) for Visually Impaired Pedestrian Project (CIP No. 19/20-06) by Bear Electrical Solutions, Inc.; 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, for $537.25, thirty-five (35) days after recordation of the Notice of Completion.

D. City of Los Alamitos Active Transportation Plan Adoption

(Development Services)

This report seeks City Council adoption of the draft "City of Los Alamitos Active Transportation Plan." The Active Transportation Plan (ATP) helps the City identify improvements to provide safer and more reliable mobility choices, whether that be walking, bicycling, taking transit, and driving or ridesharing.

Recommendation: Adopt Resolution No. 2021-04, entitled, "A RESOLUTION OF THE City Council OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AdoptiNG the City of Los Alamitos Active Transportation Plan dated February 26, 2021".

E. Approval of the Request for Proposals (RFP) 2021-05 and Authorization to Bid for Consulting Services for the Annual Preparation of the City's Program Effectiveness Assessment (PEA) Report

(Development Services)

This report recommends actions to facilitate the solicitation of bids for contractual services for the annual preparation of the City's Program Effectiveness Assessment (PEA) Report.

Recommendations:

1. Approve the Request for Proposals (RFP) 2021-05 for consulting services for the annual preparation of the City's Program Effective Assessment (PEA) report; and,

2. Authorize Staff to advertise and solicit bid proposals.

F. Approval of the Request for Proposals (RFP) 2021-06 and Authorization to Bid for Citywide Traffic Signal Maintenance Services

(Development Services)

This report recommends actions to facilitate the solicitation of bids for contractual services for Citywide Traffic Signal Maintenance Services.

Recommendations:

1. Approve the Request for Proposals (RFP) 2021-06 for Citywide Traffic Signal Maintenance; and,

2. Authorize Staff to advertise and solicit bid proposals.

G. Environmental Cleanup, Tier 1 Grant Program (Development Services)

A resolution endorsing and authorizing Staff to file an application for the Environmental Cleanup, Tier 1 Grant Program. Use of the grant funds would be used to install Connector Pipe Screen (CPS) units for all catch basins located within the City of Los Alamitos.

Recommendation: Adopt Resolution No. 2021-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) PROJECT".

H. Agreement for Fireworks Display at the Annual 4th of July Fireworks Spectacular (Recreation)

This report recommends that the City Council approve a Fireworks Display Agreement with Fireworks and Stage FX America, Inc., for the Annual 4th of July Fireworks Spectacular. The proposed agreement would have a minimum term of two years, providing for 4th of July fireworks displays in 2021-2022, with the option to extend for three additional displays in 2022, 2024 and 2025.

Recommendation: That the City Council approve a Fireworks Display Agreement with Fireworks and Stage FX America Inc., for the 2021 and 2022 Annual 4th of July Fireworks Spectacular, with an option to extend exercisable by the City for up to three additional years, in the amount annual amount of $33,500.

I. Award of Consulting Services Agreement (PSA) for the 2020 LEAP Grants Program Housing Element Consultant (Development Services)

This report recommends award of a bid to begin work on the City of Los Alamitos' General Plan Housing Element by the planning firm Terra Nova Planning and Research, Inc.

Recommendations:

1. Award the bid for 2020 LEAP Grants Program Housing Element Consultant in the amount not to exceed $65,000 for the period of the agreement; and,

2. Authorize the Mayor to execute the Consulting Services Agreement with Terra Nova Planning and Research, Inc.

11. PUBLIC HEARING

A. Fiscal Year 2021-22 Master Fee Schedule Update (Finance)

In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update, which update includes a 1.0% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

Recommendations:

1. Review the Fiscal Year 2021-22 Master Fee Schedule Update, and;

2. Adopt Resolution No. 2021-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)".

12. DISCUSSION ITEM

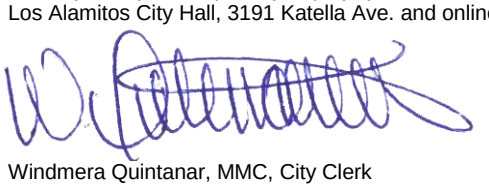
A. Urgency Ordinance Establishing Limitations on Third-Party Food Delivery Fees (Development Services)

An urgency ordinance establishing limitations on third-party food delivery fees.

Recommendation: Adopt Ordinance No. 2021-01, entitled, "AN URGENCY ORDINANCE OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING LIMITATIONS ON THIRD-PARTY FOOD DELIVERY FEES (4/5THS VOTE REQUIRED)."

13. ADJOURNMENT

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



Windmera Quintanar, MMC, City Clerk
Dated: April 15, 2021

CITY OF LOS ALAMITOS
A/P Warrants
APRIL 19, 2021

To Ratify

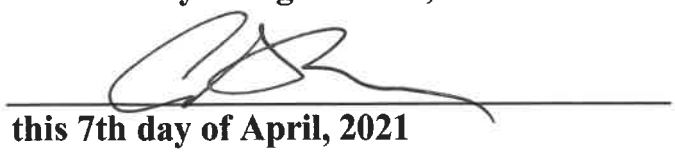
Pages:				
1-4	$	168,520.54	Warrant	03/10/2021
5-11	$	218,184.98	Warrant	03/24/2021
12-16	$	223,548.38	Warrant	04/07/2021
17	$	9,223.95	April Retirees	04/01/2021
18	$	137,666.61	Payroll	03/05/2021
19	$	77,391.34	Benefits & Withholdings	03/05/2021
20	$	140,176.83	Payroll	03/19/2021
21	$	142,441.21	Benefits & Withholdings	03/19/2021
22	$	147,896.07	Payroll	04/02/2021
23	$	83,304.83	Benefits & Withholdings	04/02/2021
Grand Total	$	1,348,354.74		

The attached Warrant Register containing checks and electronic funds transfers for the period from March 5, 2021 to April 07, 2021, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

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 7th day of April, 2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
AHMC ANAHEIM REGIONAL MEDICAL CENTER	SART EXAM 5/13/20 #20-0033	GENERAL FUND	PATROL		850.00
	SART EXAM 10/24/20 #20-006	GENERAL FUND	PATROL		850.00
				TOTAL:	1,700.00
ALL CITY MANAGEMENT SERVICES	CROSSING GUARD- 1/24-2/6 3	GENERAL FUND	TRAFFIC		7,612.08
	CROSSING GUARDS, 313 HRS 0	GENERAL FUND	TRAFFIC		6,911.04
				TOTAL:	14,523.12
THE BANK OF NEW YORK MELLON TRUST CO.	INTEREST PAYABLE	LAUREL PARK DEBT S	NON-DEPARTMENTAL		65,384.38
				TOTAL:	65,384.38
BORDIN SEMMER, LLP	NEW YORK MARINE CLAIM	SELF INSURANCE TRU	INSURANCE		1,619.50
				TOTAL:	1,619.50
CANINE LEARNING ACADEMY LLC	GAMIFY YOUR DOG TRAINING	GENERAL FUND	SPECIAL CLASSES		244.40
				TOTAL:	244.40
JHM SUPPLY, INC.	IRRIGATION VALVE ASSEMBLY/	GENERAL FUND	PARK MAINTENANCE		100.26
				TOTAL:	100.26
CHARLES ABBOTT ASSOCIATES, INC.	PROF. SVCS. L.ROSEBERRY 01	GENERAL FUND	NON-DEPARTMENTAL		1,400.00
	WQMP REVIEW - JAN 2021	GENERAL FUND	NON-DEPARTMENTAL		607.50
	BUILDING/SAFETY SVCS. 01/2	GENERAL FUND	NPDES		16,156.11
	WQMP INSPECTIONS- JAN 2021	GENERAL FUND	NPDES		184.00
	NPDES DEV. REVIEW JAN 2021	GENERAL FUND	NPDES		3,404.00
				TOTAL:	21,651.61
COUNTY OF ORANGE TREASURER-TAX	NOV.3, 2020 CONSOLIDATED E	GENERAL FUND	ADMINISTRATION		15,456.06
	OCATS- FEB 2021	GENERAL FUND	COMMUNICATIONS TECHNOL		1,273.33
				TOTAL:	16,729.39
CPRS DISTRICT 10	CPRS D10 VOLUNTEER MERIT A	GENERAL FUND	RECREATION ADMINISTRAT		140.00
				TOTAL:	140.00
CROWN TROPHY	JR. SUPERSTAR MEDALS	GENERAL FUND	SPORTS		76.87
				TOTAL:	76.87
DANIELS TIRE SERVICE	POLICE DEPARTMENT TIRES	GARAGE FUND	GARAGE		1,056.48
	TIRES FOR PUBLIC WORKS TRU	GARAGE FUND	GARAGE		1,291.91
	PUBLIC WORKS TRUCK TIRES	GARAGE FUND	GARAGE		1,481.96
				TOTAL:	3,830.35
ECS IMAGING, INC.	ANNUAL RENEWAL- LASERFISCH	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE		2,600.00
				TOTAL:	2,600.00
EMBASSY CONSULTING SERVICES, LLC	PEER SUPPORT TRAINING-J.ME	GENERAL FUND	POLICE ADMINISTRATION		250.00
				TOTAL:	250.00
ENTERPRISE FM TRUST	LEASE- FEB 2021 FORD F-15/	GARAGE FUND	GARAGE		1,211.96
				TOTAL:	1,211.96
FEDEX	SHIPPING TO OC COMMUNITY R	GENERAL FUND	PLANNING		38.17
				TOTAL:	38.17
KAIN GALLAUGHER	TRAINING REIMBURSEMENT	GENERAL FUND	INVESTIGATION		14.55
				TOTAL:	14.55

VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GANAHL LUMBER COMPANY		BUILDING SUPPLIES	GENERAL FUND	ADMINISTRATION	6.01
		BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	28.49
		BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	15.69
				TOTAL:	50.19
GEORGE HILLS COMPANY, INC.		ADMIN/CLAIM MGT FEES- FEB.	GENERAL FUND	NON-DEPARTMENTAL	2,360.17
				TOTAL:	2,360.17
GOLDEN STATE WATER COMPANY		GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	727.82
		GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	4,520.06
				TOTAL:	5,247.88
GREENTECH LANDSCAPE, INC.		LANDSCAPING MAINT. FEB. 20	GENERAL FUND	PARK MAINTENANCE	4,408.99
				TOTAL:	4,408.99
JARED E. LLOYD		HCE TUESDAYS IN FEB. 2021	GENERAL FUND	SPORTS	892.00
		HCE THURSDAYS IN FEB. 2021	GENERAL FUND	SPORTS	324.80
		HCE SUNDAYS IN FEBUARY 202	GENERAL FUND	SPORTS	713.60
		HCE RUN FEB. 18, 2021	GENERAL FUND	SPORTS	107.20
		HCE RUN FEB. 25, 2021	GENERAL FUND	SPORTS	74.40
				TOTAL:	2,112.00
PACIFIC SECURED EQUITIES, INC.		WC TPA SERVICES- MAR 2021	SELF INSURANCE TRU	INSURANCE	1,149.80
				TOTAL:	1,149.80
JOHNATHAN KROK		OFFICER SHOOTING TRAINING	GENERAL FUND	PATROL	34.00
		REIMBURSEMENT- BALLISTIC V	GENERAL FUND	PATROL	775.00
				TOTAL:	809.00
K&S AIR CONDITIONING, INC.		REPLACED BROKEN A/C FAN PD	GENERAL FUND	BUILDING MAINTENANCE	1,604.73
				TOTAL:	1,604.73
MISC. VENDOR	CHRISTINE GRABIEL	CHRISTINE GRABIEL:REFUND	GENERAL FUND	NON-DEPARTMENTAL	156.30
	ERIN GRASMEYER	ERIN GRASMEYER:REFUND	GENERAL FUND	NON-DEPARTMENTAL	115.00
	DEAN GROSE	DEAN GROSE:REFUND	GENERAL FUND	ADMINISTRATION	35.22
	KATE HALLMAN	KATE HALLMAN:REFUND	GENERAL FUND	ADMINISTRATION	33.93
	RONALD BATES	RONALD BATES: REFUND	GENERAL FUND	ADMINISTRATION	33.93
	TANYA DOBY	TANYA DOBY:REFUND	GENERAL FUND	ADMINISTRATION	35.22
	CHRISTOPHER LEE	CHRISTOPHER LEE:REFUND	GENERAL FUND	PATROL	31.71
	AMANDA MCDOWELL	AMANDA MCDOWELL:REFUND	GENERAL FUND	RECORDS	34.00
	HANNAH ORTIZ	HANNAH ORTIZ:REFUND	GENERAL FUND	COMMUNITY OUTREACH	34.00
				TOTAL:	509.31
NEWPORT EXTERMINATING		EXTERIOR - PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
		RODENT CONTROL - 20 BAITS	GENERAL FUND	BUILDING MAINTENANCE	60.00
				TOTAL:	235.00
OFFICE SOLUTIONS BUSINESS PRODUCTS		OFFICE SUPPLIES- LABELS	GENERAL FUND	ADMINISTRATION	31.55
				TOTAL:	31.55
PAPER RECYCLING SPECIALISTS		ON-SITE SHREDDING DOC./REC	GENERAL FUND	ADMINISTRATION	82.00
				TOTAL:	82.00
PENINSULA SEPTIC SERVICE, INC.		PUMP SEPTIC- LITTLE COTTON	GENERAL FUND	PARK MAINTENANCE	525.00
				TOTAL:	525.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PLACEWORKS, INC.	JAN 2021 GENERAL PLAN SUPP	GENERAL FUND	NON-DEPARTMENTAL	3,978.00
			TOTAL:	3,978.00
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	62.16
			TOTAL:	62.16
RIVERSIDE COMMUNITY COLLEGE DISTRICT	FLYNN-INTERM. TRAFFIC TRAI	GENERAL FUND	POLICE ADMINISTRATION	92.00
			TOTAL:	92.00
SANBON PRO APPAREL	YOUTH MY CITY MY LOSAL SHI	GENERAL FUND	SPECIAL EVENTS	269.38
			TOTAL:	269.38
SCIENTIA CONSULTING GROUP, INC.	IT SERVICES- MAR. 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	BACKUP SERVER- FEB 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	97.50
	CLOUD BACKUP LICENSE- FEB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	33.00
	BACKUP CLOUD STORAGE- FEB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	720.00
			TOTAL:	6,721.50
SIR SPEEDY	CITY ENVELOPES- CITY MANAG	GENERAL FUND	ADMINISTRATION	136.99
	CITY ENVELOPES- FINANCE	GENERAL FUND	FINANCE	136.98
	CITY ENVELOPES- DS	GENERAL FUND	COMMUNITY DEVEL ADMIN	136.98
			TOTAL:	410.95
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	PALLET OF SAND BAGS	GENERAL FUND	PARK MAINTENANCE	197.33
			TOTAL:	197.33
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNS/ ST. LIGHTS	GENERAL FUND	STREET MAINTENANCE	289.68
	PARKS	GENERAL FUND	PARK MAINTENANCE	20.41
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	133.89
			TOTAL:	443.98
SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE.	GENERAL FUND	BUILDING MAINTENANCE	403.27
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	456.52
			TOTAL:	859.79
SPECTRUM SECURITY GROUP, LLC	BARREL CAM LOCK	GENERAL FUND	POLICE ADMINISTRATION	32.33
			TOTAL:	32.33
SWANK MOTION PICTURES, INC.	KARATE KID DVD- LEE ELEMEN	GENERAL FUND	SPECIAL EVENTS	435.00
			TOTAL:	435.00
WEST PUBLISHING CORPORATION	DETECTIVES: JAN 2021	GENERAL FUND	INVESTIGATION	273.63
			TOTAL:	273.63
TIME WARNER CABLE	CABLE SERVICE	GENERAL FUND	ADMINISTRATION	143.16
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	473.42
			TOTAL:	616.58
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 BILLABLE TICKETS (40	GENERAL FUND	STREET MAINTENANCE	15.68
			TOTAL:	15.68
V & V MANUFACTURING, INC.	PD BADGE WHITES, DORRANS	GENERAL FUND	PATROL	202.84
			TOTAL:	202.84
VERIZON WIRELESS	MDC 1-8 ; 2/11/21-03/10/21	GENERAL FUND	PATROL	304.10
	PD JETPACK ; 2/11/21-03/10	GENERAL FUND	PATROL	76.02

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CLO EQUIP. ; 2/11/21-03/10	GENERAL FUND	COMMUNITY OUTREACH	40.62
			TOTAL:	420.74
WAXIE'S ENTERPRISES INC.	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	356.51
			TOTAL:	356.51
WEX HEALTH, INC.	FLEX ADMIN SERVICES- FEB.	GENERAL FUND	FINANCE	67.50
			TOTAL:	67.50
XYLEM DEWATERING SOLUTIONS, INC.	FENLEY RENTAL PUMP	BUILDING IMPROVEME	CAPITAL PROJECTS	3,824.46
			TOTAL:	3,824.46

FUND TOTALS		
10	GENERAL FUND	82,178.59
25	BUILDING IMPROVEMENT	3,824.46
31	LAUREL PARK DEBT SERVICE	65,384.38
60	GARAGE FUND	5,042.31
63	TECHNOLOGY REPLACEMENT	9,321.50
64	SELF INSURANCE TRUST	2,769.30
	GRAND TOTAL:	168,520.54

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADMINSURE	WORKERS COMP ADMIN- FEB 20	SELF INSURANCE TRU	INSURANCE	513.38
			TOTAL:	513.38
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS-340 HRS 02	GENERAL FUND	TRAFFIC	7,507.20
			TOTAL:	7,507.20
AMERICAN RENTALS	CONCRETE PROJECT-11172 MIN	GENERAL FUND	STREET MAINTENANCE	225.93
			TOTAL:	225.93
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL- FEB. 2021	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	3 BLOOD DRAWS- JAN 2021	GENERAL FUND	PATROL	381.00
			TOTAL:	381.00
CARD INTEGRATORS CORPORATION	NEW DEPT. ID CARDS (4)	GENERAL FUND	POLICE ADMINISTRATION	46.76
			TOTAL:	46.76
CHARLES ABBOTT ASSOCIATES, INC.	PROF. SVCS - FEB. 2021	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,900.00
	CODE ENFORCEMENT SOFTWARE	GENERAL FUND	NEIGHBORHOOD PRESERVAT	1,833.00
	BUILDING & SAFETY SVCS. FE	GENERAL FUND	BUILDING INSPECTION	29,568.73
			TOTAL:	36,301.73
COAST RECREATION	PLAYGROUND REPLACEMENT	GENERAL FUND	PARK MAINTENANCE	160.81
			TOTAL:	160.81
COUNTY OF ORANGE TREASURER-TAX	PARKING CITES JAN 2021	GENERAL FUND	NON-DEPARTMENTAL	1,062.00
	PARKING CITES FEB. 2021	GENERAL FUND	NON-DEPARTMENTAL	579.50
	OC AFIS (FINGERPRINT)-MAR	GENERAL FUND	COMMUNICATIONS TECHNOL	515.00
			TOTAL:	2,156.50
CROSSTOWN ELECTRICAL & DATA, INC.	PREV. MAINTENANCE FEB.2021	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
DATA TICKET, INC.	JAN. 2021 CITES PROCESSING	GENERAL FUND	TRAFFIC	404.16
	FEB. 20021 CITES PROCESSIN	GENERAL FUND	TRAFFIC	307.14
			TOTAL:	711.30
DELL MARKETING L.P.	DELL SERVERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,656.75
			TOTAL:	1,656.75
ECOFERT, INC.	FERTIGATION SERVICE- FEB.2	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	630.00
EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLOYMENT INSURANCE	SELF INSURANCE TRU	INSURANCE	1,772.60
			TOTAL:	1,772.60
EWLES MATERIALS	DUMP CONCRETE	GENERAL FUND	STREET MAINTENANCE	200.00
			TOTAL:	200.00
FRONTIER COMMUNICATIONS	JAIL ALARMS/ PROPTERY ROOM	GENERAL FUND	COMMUNICATIONS TECHNOL	242.18
			TOTAL:	242.18
GALLS / QUARTERMASTER	BELT FOR G.IAVASCI	GENERAL FUND	RECORDS	18.69
	DUTY JACKET/EMBROID FOR R.	GENERAL FUND	TRAFFIC	208.35
			TOTAL:	227.04

VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GANAHL LUMBER COMPANY		GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	26.88
		GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	43.90
		OUTLETS FOR PD OFFICE	GENERAL FUND	BUILDING MAINTENANCE	34.34
		GRAFFITI SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	54.66
		PAINT SUPPLIES- SOROPTIMIS	GENERAL FUND	BUILDING MAINTENANCE	119.96
				TOTAL:	279.74
GOLDEN STATE WATER COMPANY		GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,131.21
		GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	243.58
		GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	530.09
				TOTAL:	1,904.88
JACK GRISWOLD		CPR FOR ADULT, CHILD & INF	GENERAL FUND	SPECIAL CLASSES	70.85
		FIRST AID	GENERAL FUND	SPECIAL CLASSES	16.90
				TOTAL:	87.75
JARED E. LLOYD		HCE RUN- MARCH 4	GENERAL FUND	SPORTS	74.40
		HCE RUN-03/11/21	GENERAL FUND	SPORTS	94.40
				TOTAL:	168.80
JOHANNA GRACE SANTOS TOSCANO		CAR WASHES- PD	GARAGE FUND	GARAGE	180.00
		CAR WASHES- REC	GARAGE FUND	GARAGE	20.00
		CAR WASHES- ADMIN	GARAGE FUND	GARAGE	20.00
				TOTAL:	220.00
KNIGHT LEADERSHIP SOLUTIONS		INTERNAL IN-SERVICE SPEAKE	GENERAL FUND	RECREATION ADMINISTRAT	500.00
				TOTAL:	500.00
KONICA MINOLTA PREMIER		COPIER LEASE-ADMIN FRONT	GENERAL FUND	FINANCE	503.09
		COPIER LEASE-FINANCE	GENERAL FUND	FINANCE	545.37
				TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS		PD COPIER LEASE	GENERAL FUND	POLICE ADMINISTRATION	187.13
				TOTAL:	187.13
LEHR		DETECTIVE/PD VEHICLE OUTFI	GARAGE FUND	GARAGE	6,686.41
				TOTAL:	6,686.41
MIKE RAAHAUGES SHOOTING ENTERPRISES		17-PISTOL RANGE 2/2/21&2/1	GENERAL FUND	PATROL	374.00
				TOTAL:	374.00
MISC. VENDOR	GARRET COWART	GARRET COWART:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
	QUYNH-NHU PHAM	QUYNH-NHU PHAM:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
	JACLYN DAY	JACLYN DAY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
				TOTAL:	120.00
MUSCO SPORTS LIGHTING, LLC		LIGHTING SYSTEM- MCAULIFFE	GENERAL FUND	SPORTS	425.00
		LIGHTING SYSTEM-OAK FIELD	GENERAL FUND	SPORTS	425.00
				TOTAL:	850.00
NEWPORT EXTERMINATING		15 BAIT REFILLS-RODENT CON	GENERAL FUND	BUILDING MAINTENANCE	60.00
				TOTAL:	60.00
PACIFIC TELEMANAGEMENT SERVICES		POLICE PAY PHONE- MARCH 20	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
				TOTAL:	43.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK-COTTONWOO	GENERAL FUND	PARK MAINTENANCE	525.00
			TOTAL:	525.00
REDFLEX TRAFFIC SYSTEMS, INC.	INTERSECTION COMM. FEB. 20	GENERAL FUND	TRAFFIC	9,688.40
			TOTAL:	9,688.40
SUSAN SAXE-CLIFFORD, PH.D.	PSYCHOLOGICAL EVAL-STEINHA	GENERAL FUND	NON-DEPARTMENTAL	450.00
			TOTAL:	450.00
MEDIANEWS GROUP, INC.	QRTLY ACTIVITIES GUIDE	GENERAL FUND	ADMINISTRATION	554.42
	QRTLY ACTIVITIES GUIDE	GENERAL FUND	RECREATION ADMINISTRAT	3,326.52
			TOTAL:	3,880.94
SIR SPEEDY	BUSINESS CARDS-STEINHAUSER	GENERAL FUND	PATROL	67.68
			TOTAL:	67.68
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	BACK FILL SOIL	GENERAL FUND	PARK MAINTENANCE	20.29
	MULCH FOR REAGAN ISLAND	GENERAL FUND	PARK MAINTENANCE	81.37
			TOTAL:	101.66
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGN/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	16,098.28
	PARKS	GENERAL FUND	PARK MAINTENANCE	289.19
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	67.56
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	30.11
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	2,666.33
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,520.35
			TOTAL:	20,671.82
SPECTRUM SECURITY GROUP, LLC	REPAIR BROKEN KEY CYLINDER	GENERAL FUND	BUILDING MAINTENANCE	117.50
			TOTAL:	117.50
ST. OF CALIFORNIA DEPT. OF JUSTICE	FINGERPRINT APPS (2) FEB.2	GENERAL FUND	NON-DEPARTMENTAL	64.00
	FINGERPRINT INSTRUCT-J. BA	GENERAL FUND	NON-DEPARTMENTAL	32.00
			TOTAL:	96.00
NANCY K. BOHL INCORPORATED	CONTRACT SVCS. FEB.2021	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
WEST PUBLISHING CORPORATION	WEST COMM. DETECTIVE FEB.	GENERAL FUND	INVESTIGATION	273.63
			TOTAL:	273.63
TIME WARNER CABLE	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	48.79
	FIBER INTERNET	GENERAL FUND	ADMINISTRATION	1,734.00
	CABLE SVCS. 03/21-04/21	GENERAL FUND	COMMUNICATIONS TECHNOL	135.72
			TOTAL:	1,918.51
U.S. BANK	FRAMES-COUNCIL MEMBER PICT	GENERAL FUND	CITY COUNCIL	80.76
	COUNCIL NAME PLATES	GENERAL FUND	CITY COUNCIL	89.72
	COUNCIL NAME PLATES-WALL M	GENERAL FUND	CITY COUNCIL	54.38
	STAFF NAME PLATES	GENERAL FUND	CITY COUNCIL	90.89
	PRA POSTAGE	GENERAL FUND	CITY COUNCIL	21.90
	LEAGUE OF CA CITIES CONF.-	GENERAL FUND	ADMINISTRATION	325.00
	SUBSCRIPTION- ADOBE	GENERAL FUND	ADMINISTRATION	33.99
	SUBSCRIPTION- REGISTER	GENERAL FUND	ADMINISTRATION	10.00
	SUBSCRIPTION- ADOBE	GENERAL FUND	ADMINISTRATION	14.99
	MONITOR RISER/COMP SUPPLIE	GENERAL FUND	ADMINISTRATION	38.55

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES- SOAP (ADM	GENERAL FUND	ADMINISTRATION	29.78
	NNA- NOTARY LIVESCAN-QUINT	GENERAL FUND	ADMINISTRATION	115.00
	SUBSCRIPTION-CPRS MEMBERSH	GENERAL FUND	ADMINISTRATION	145.00
	OFFICE SUPPLIES- SOAP	GENERAL FUND	FINANCE	6.66
	SUBSCRIPTION- ADOBE	GENERAL FUND	FINANCE	14.99
	CSMFO WEBINAR- N. MURILLO	GENERAL FUND	FINANCE	150.00
	SUBSCRIPTION- SITEGROUND-W	GENERAL FUND	FINANCE	80.00
	PAINT SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	140.00
	SUPPLIES- FLAG	GENERAL FUND	POLICE ADMINISTRATION	32.28
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	14.00
	PAINT SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	49.05
	HARDWARE	GENERAL FUND	POLICE ADMINISTRATION	77.77
	SUPPLIES-STACKING SORTER	GENERAL FUND	POLICE ADMINISTRATION	14.96
	SUPPLIES-PAPER TRAY	GENERAL FUND	POLICE ADMINISTRATION	20.96
	SUPPLIES-PAPER TRAY	GENERAL FUND	POLICE ADMINISTRATION	20.96
	SUPPLIES-HIGHLIGHTERS	GENERAL FUND	POLICE ADMINISTRATION	13.78
	SUPPLIES- DISPLAYPORT	GENERAL FUND	POLICE ADMINISTRATION	17.08
	SUPPLIES- COMP. SCREEN & C	GENERAL FUND	POLICE ADMINISTRATION	267.69
	CARGO MAT FOR ADMIN VEHICL	GENERAL FUND	POLICE ADMINISTRATION	150.74
	STATION SIGNAGE	GENERAL FUND	POLICE ADMINISTRATION	199.19
	SUBSCRIPTION- ADOBE	GENERAL FUND	POLICE ADMINISTRATION	14.99
	POE ADAPTOR PORT	GENERAL FUND	POLICE ADMINISTRATION	24.76
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	34.02
	CPCA ANNUAL TRAINING- NUNE	GENERAL FUND	POLICE ADMINISTRATION	299.00
	SUPPLIES- ENVELOPES	GENERAL FUND	POLICE ADMINISTRATION	5.80
	SUPPLIES- PORTRAIT PRINTS	GENERAL FUND	POLICE ADMINISTRATION	21.47
	SUPPLIES- KLEENEX	GENERAL FUND	POLICE ADMINISTRATION	15.20
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	30.30
	SUPPLIES- FIRST AID	GENERAL FUND	POLICE ADMINISTRATION	17.23
	SUPPLIES- PD KITCHEN	GENERAL FUND	POLICE ADMINISTRATION	34.98
	COACHING PUBLIC SAFETY	GENERAL FUND	POLICE ADMINISTRATION	35.00
	AWARD FOR OFFICER RAEL-BRO	GENERAL FUND	POLICE ADMINISTRATION	44.69
	SHOOTING SIMULATOR COURSE	GENERAL FUND	PATROL	1,248.00
	RANGE TARGETS	GENERAL FUND	PATROL	155.08
	2-SAFE SHOTGUN WALL LOCKS	GENERAL FUND	PATROL	387.88
	RANGE QUALIFICATION SUPPLI	GENERAL FUND	PATROL	32.30
	RANGE QUALIFICATION SUPPLI	GENERAL FUND	PATROL	17.74
	CA PROPERTY/EVIDENCE DUES	GENERAL FUND	RECORDS	50.00
	SUPPLIES-STAPLER	GENERAL FUND	RECORDS	30.16
	SUPPLIES- PORTABLE DVD WRI	GENERAL FUND	RECORDS	30.53
	SUPPLIES-BASKETWEAVE BELTS	GENERAL FUND	RECORDS	44.10
	OFFICE SUPPLIES- FILE FOLD	GENERAL FUND	RECORDS	10.60
	BATTERY- LOBBY PANIC ALARM	GENERAL FUND	RECORDS	25.47
	SUPPLIES- CAMERA BAG/ SD C	GENERAL FUND	TRAFFIC	20.66
	SUPPLIES- CAMERA POLICE AI	GENERAL FUND	TRAFFIC	107.74
	WHITEBOARD/ MAGNETIC COMBO	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.83
	OFFICE SUPPLIES- BOARD CLE	GENERAL FUND	COMMUNITY DEVEL ADMIN	6.73
	RECYCLING STAKEHOLD WORKSH	GENERAL FUND	COMMUNITY DEVEL ADMIN	955.58
	OFFICE SUPPLIES- STENO BOO	GENERAL FUND	PLANNING	25.12
	MODULE TWO- J.JENNINGS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	299.00
	OFFICE SUPPLIES- TABLE FOL	GENERAL FUND	BUILDING INSPECTION	48.47
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	79.44
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	158.88
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	52.76
	PRINT MASTER-COMM FLYER	GENERAL FUND	PUBLIC WORKS ADMIN	646.50
	STAPLES SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	59.13

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RIVETS FOR STREET SIGNS	GENERAL FUND	STREET MAINTENANCE	161.37
	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	34.70
	PLANTS FOR REAGAN STREET	GENERAL FUND	PARK MAINTENANCE	130.50
	PICNIC TABLES FOR LAUREL P	GENERAL FUND	PARK MAINTENANCE	1,712.60
	METAL FOR SOROPTIMIST PARK	GENERAL FUND	PARK MAINTENANCE	885.38
	SUPPLIES FOR WELDING	GENERAL FUND	PARK MAINTENANCE	146.66
	WELDING SUPPLIES FOR PROJE	GENERAL FUND	PARK MAINTENANCE	121.61
	LIGHT BULBS FOR SHOP	GENERAL FUND	BUILDING MAINTENANCE	150.84
	LIGHT BULBS FOR BUILDINGS	GENERAL FUND	BUILDING MAINTENANCE	87.27
	SUBSCRIPTION- ZOOM	GENERAL FUND	RECREATION ADMINISTRAT	15.74
	SUBSCRIPTION- ADOBE -M.SHI	GENERAL FUND	RECREATION ADMINISTRAT	599.88
	SUBSCRIPTION- AVIATION DRO	GENERAL FUND	RECREATION ADMINISTRAT	5.00
	SUBSCRIPTION- ADOBE (TRINI	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	SUBSCRIPTION- MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRAT	280.00
	SUBSCRIPTION- ADOBE (EMELI	GENERAL FUND	RECREATION ADMINISTRAT	29.99
	SUBSCRIPTION- APPLE STORAG	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	SUBSCRIPTION- GOOGLE STORA	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	TOOL BOX SUPPLIES	GENERAL FUND	DAY CAMP	47.36
	SUPPLIES- BASKETBALL NETS	GENERAL FUND	SPORTS	43.04
	SPORTS SUPPLIES	GENERAL FUND	SPORTS	68.68
	SUPPLIES-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	27.15
	SUPPLIES-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	21.27
	SUPPLIES-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	215.41
	SUPPLIES-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	215.41
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	15.05
	SUPPLIES-ASBESTOS TESTING	GENERAL FUND	SPECIAL CLASSES	29.63
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	128.03
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	263.39
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	280.37
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	34.22
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	6.01
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	278.19
	DUES- CPRS- S.KIM	GENERAL FUND	SPECIAL CLASSES	5.00
	SUPPLIES- POSTAGE	GENERAL FUND	SPECIAL CLASSES	4.00
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	65.05
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	18.89
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	89.68
	SUPPLIES-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	80.03
	SPECIAL EVENTS-DATE NIGHT	GENERAL FUND	SPECIAL EVENTS	61.47
	SPECIAL EVENTS-PARTNER STI	GENERAL FUND	SPECIAL EVENTS	68.96
	SPECIAL EVENTS-DATE NIGHT	GENERAL FUND	SPECIAL EVENTS	17.19
	SPECIAL EVENTS-EGG HUNT KI	GENERAL FUND	SPECIAL EVENTS	18.54
	SPECIAL EVENTS-EGG HUNT KI	GENERAL FUND	SPECIAL EVENTS	129.54
	SPECIAL EVENTS-EGG HUNT KI	GENERAL FUND	SPECIAL EVENTS	296.23
	OFFICE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	21.74
	SUPPLIES- SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	340.12
	CREDIT-SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	75.41-
	CLOUD DRIVE FOR POST AUDIT	GENERAL FUND	NON-DEPARTMENTAL	120.00
			TOTAL:	14,778.96
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 TICKET CHARGE/ DATAB	GENERAL FUND	STREET MAINTENANCE	29.80
	LSA01 BILLABLE TICKETS	GENERAL FUND	STREET MAINTENANCE	15.68
			TOTAL:	45.48
UNITED STATES POSTMASTER	PERMIT NUMBER #70	GENERAL FUND	RECREATION ADMINISTRAT	245.00
			TOTAL:	245.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VERIZON WIRELESS	EMERGENCY PREP	GENERAL FUND	EMERGENCY PREPAREDNESS	162.71
	COMM. DEVELOPMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	30.02
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	243.72
			TOTAL:	436.45
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	5,008.81
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	256.59-
			TOTAL:	4,752.22
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	195.42
			TOTAL:	195.42
WILLDAN ENGINEERING	TRAFFIC ENGINEERING	GENERAL FUND	CITY ENGINEER	5,670.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	975.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	4,060.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	1,659.25
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	4,200.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	15,295.00
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	4,320.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	32,782.75
	SUBURBIA STREET PROJ. SB1	GAS TAX	CAPITAL PROJECTS	3,919.25
	SURBURBIA STREET PROJ. SB1	GAS TAX	CAPITAL PROJECTS	480.00
	SUBURBIA STREET PROJ. - SB	GAS TAX	CAPITAL PROJECTS	240.00
	SUBURBIA STREET PROJ.- SB1	GAS TAX	CAPITAL PROJECTS	1,816.25
	FENLEY PUMP STATION	BUILDING IMPROVEME	CAPITAL PROJECTS	1,009.50
	FENELEY PUMP STATION	BUILDING IMPROVEME	CAPITAL PROJECTS	663.00
	SPEED SURVEY	MEASURE M	NON-DEPARTMENTAL	85.50
	HOWARD STREET PROJ. MEASUR	MEASURE M	CAPITAL PROJECTS	866.25
	HOWARD STREET PROJ. MEASUR	MEASURE M	CAPITAL PROJECTS	705.00
	HOWARD STREET PROJ. MEASUR	MEASURE M	CAPITAL PROJECTS	75.00
	BRIGGEMAN STREET WIDENING	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	240.00
			TOTAL:	79,061.75
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY - FEB 202	GENERAL FUND	CITY ATTORNEY	7,453.35
	LITIGATION SVCS - FEB 2021	GENERAL FUND	CITY ATTORNEY	120.00
	PROSECUTOR SVCS - FEB 2021	GENERAL FUND	CITY ATTORNEY	1,507.50
			TOTAL:	9,080.85
XYLEM DEWATERING SOLUTIONS, INC.	FENLEY RENTAL PUMP 2/21-3/	BUILDING IMPROVEME	CAPITAL PROJECTS	3,824.46
			TOTAL:	3,824.46

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========		
10	GENERAL FUND	188,659.51
20	GAS TAX	6,455.50
25	BUILDING IMPROVEMENT	5,496.96
26	MEASURE M	1,731.75
44	TRAFFIC IMPROVEMENT	240.00
50	GARAGE FUND	11,658.63
53	TECHNOLOGY REPLACEMENT	1,656.75
54	SELF INSURANCE TRUST	2,285.88
	GRAND TOTAL:	218,184.98

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AGLOW NAILS	GRANT RECIPIENT-SMALL BUSI	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
ALAMITOS ORAL SURGERY	GRANT RECIPIENT-SMALL BUSI	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS-291.75HR 3	GENERAL FUND	TRAFFIC	6,441.84
			TOTAL:	6,441.84
AMERICAN RENTALS	CONCRETE FOR ROBERTS PARK	GENERAL FUND	STREET MAINTENANCE	225.93
	STUMP GINDER RENTAL-BALL S	GENERAL FUND	STREET MAINTENANCE	538.88
			TOTAL:	764.81
BEAR ELECTRICAL SOLUTIONS	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	537.25-
	VISUALLY IMPAIRED PED PROJ	MEASURE M	CAPITAL PROJECTS	10,745.00
			TOTAL:	10,207.75
JHM SUPPLY, INC.	LODGEPOLE TREE STAKES	GENERAL FUND	PARK MAINTENANCE	448.75
			TOTAL:	448.75
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SVCS. - 02/21	GENERAL FUND	NON-DEPARTMENTAL	725.00
	WQMP REVIEW SVCS. - 02/21	GENERAL FUND	NON-DEPARTMENTAL	435.00
	WQMP INSPECTIONS- 02/21	GENERAL FUND	NPDES	92.00
	NPDES DEVELOP. REVIEW - 02	GENERAL FUND	NPDES	2,668.00
			TOTAL:	3,920.00
CITY OF CYPRESS	PUBLIUC AFFAIRS CONTRACT	GENERAL FUND	ADMINISTRATION	1,250.00
	WEST COMM 4TH INSTALLEMENT	GENERAL FUND	COMMUNICATIONS TECHNOL	104,249.27
			TOTAL:	105,499.27
COAST RECREATION	PLAYGROUND EQUIPM. REPLACE	GENERAL FUND	PARK MAINTENANCE	529.47
			TOTAL:	529.47
COUNTY OF ORANGE TREASURER-TAX	OCATS: MARCH 2021	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
			TOTAL:	1,273.33
CROSSTOWN ELECTRICAL & DATA, INC.	CONTRACT MAINTENANCE 01/20	GENERAL FUND	STREET MAINTENANCE	1,470.00
	KATELLA & EPSON AVE	GENERAL FUND	STREET MAINTENANCE	157.00
	KATELLA AVE/WINNERS CIRCLE	GENERAL FUND	STREET MAINTENANCE	314.00
	KATELLA & WINNERS CIRCLE	GENERAL FUND	STREET MAINTENANCE	321.00
	KATELLA & WINNERS CIRCLE	GENERAL FUND	STREET MAINTENANCE	314.00
	KATELLA & WINNERS CIRCLE	GENERAL FUND	STREET MAINTENANCE	107.00
			TOTAL:	2,683.00
ENTERPRISE FM TRUST	LEASE-MAR. 2021 FORD F-15/	GARAGE FUND	GARAGE	1,211.96
			TOTAL:	1,211.96
EWING	IRRIGATION DOCKS FOR CITY	GENERAL FUND	PARK MAINTENANCE	1,247.15
			TOTAL:	1,247.15
EWLES MATERIALS	CONCRETE DUMP	GENERAL FUND	STREET MAINTENANCE	100.00
			TOTAL:	100.00
THE FAMILY PLUMBER	CLOGGED PD LOCKER SINK	GENERAL FUND	BUILDING MAINTENANCE	139.00
			TOTAL:	139.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KAIN GALLAUGHER	TRAINING (CHILD ABUSE) REI	GENERAL FUND	INVESTIGATION	187.22
			TOTAL:	187.22
GANAHL LUMBER COMPANY	CAUTION TAPE	GENERAL FUND	STREET MAINTENANCE	21.53
	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	16.99
	SUPPLIES/ STREETS	GENERAL FUND	STREET MAINTENANCE	67.82
	WORK GLOVES	GENERAL FUND	STREET MAINTENANCE	19.37
	SUPPLIES FOR BANNER STANDS	GENERAL FUND	STREET MAINTENANCE	60.88
	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	109.01
	SHOP SUPPLIES	GARAGE FUND	GARAGE	48.43
			TOTAL:	344.03
GEORGE HILLS COMPANY, INC.	ADMIN & CLAIM MGT FEES- 3/	GENERAL FUND	NON-DEPARTMENTAL	2,360.17
			TOTAL:	2,360.17
HINDERLITER, DE LLAMAS & ASSOCIATES	3 QTR 2020 & AUDIT SERVICE	GENERAL FUND	FINANCE	1,442.24
			TOTAL:	1,442.24
JARED E. LLOYD	HCE- TUESDAYS IN MARCH	GENERAL FUND	SPORTS	807.20
	HCE-THURSDAYS IN MARCH	GENERAL FUND	SPORTS	489.60
	HCE- SUNDAYS IN MARCH	GENERAL FUND	SPORTS	844.00
	HCE- RUN MARCH 25, 2021	GENERAL FUND	SPORTS	50.40
			TOTAL:	2,191.20
ICS INTELESYS, INC.	JAIL INTERCOM	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	499.00
			TOTAL:	499.00
PACIFIC SECURED EQUITIES, INC.	WC IPA SERVICES- APR 2021	SELF INSURANCE TRU	INSURANCE	1,149.80
			TOTAL:	1,149.80
JOHANNA GRACE SANTOS TOSCANO	CAR WASH -PD DEPT. CARS	GARAGE FUND	GARAGE	225.00
	CAR WASH -REC. DEPT. CAR	GARAGE FUND	GARAGE	20.00
	CAR WASH -ADMIN. DEPT. CAR	GARAGE FUND	GARAGE	20.00
			TOTAL:	265.00
K&S AIR CONDITIONING, INC.	AIR CONDITIONING CALL OUT	GENERAL FUND	BUILDING MAINTENANCE	250.00
	Y. CENTER AIR CONDITION RE	GENERAL FUND	BUILDING MAINTENANCE	896.00
			TOTAL:	1,146.00
KESTER CORPORATION	CHAIN SAW SUPPLIES	GENERAL FUND	PARK MAINTENANCE	143.52
			TOTAL:	143.52
KEVIN GARRETT	YOUTH BEG. TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	413.40
	YOUTH BEG. TENNIS WEDNESDA	GENERAL FUND	SPECIAL CLASSES	273.00
			TOTAL:	686.40
LEHR	SMART ISOLATOR PART/PATROL	GARAGE FUND	GARAGE	329.09
			TOTAL:	329.09
LOWE'S	PLANTS FOR SOROPTIMIST	GENERAL FUND	PARK MAINTENANCE	104.30
	PLANTS FOR SOROPTIMIST- CR	GENERAL FUND	PARK MAINTENANCE	36.51-
	LIGHTING FOR PD PARKING LO	GENERAL FUND	BUILDING MAINTENANCE	92.05
	LIGHTING SUPPLIES/CAUTION	GENERAL FUND	BUILDING MAINTENANCE	76.36
			TOTAL:	236.20
MISC. VENDOR CANDACE FITZPATRICK	CANDACE FITZPATRICK:REFUND	GENERAL FUND	NON-DEPARTMENTAL	48.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JONATHON HENNINGS	JONATHON HENNINGS:REFUND	GENERAL FUND	NEIGHBORHOOD PRESERVAT	299.00
MICHELLE MULLER	MICHELLE MULLER:REFUND	GENERAL FUND	PUBLIC WORKS ADMIN	114.10
SHANNON POLLOCK	SHANNON POLLOCK:REFUND	GENERAL FUND	SPECIAL EVENTS	144.06
			TOTAL:	605.16
NEWPORT EXTERMINATING	EXTERIOR- PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	176.00
	RODENT CONTROL- BAIT STATI	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL/ 20 BAITS	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	296.00
COMMUNITY MEDIA CORP.	PUBLIC NOTICE 3/10/21-1039	GENERAL FUND	PLANNING	440.00
	PUBLIC NOTICE 3/10/21-1039	GENERAL FUND	PLANNING	470.00
	PUBLIC NOTICE 3/10/21-1039	GENERAL FUND	PLANNING	476.00
	PUBLIC NOTICE 3/10/21-1039	GENERAL FUND	PLANNING	600.00
	ADVERTISING FOR HOWARD ST	C.D.B.G	NON-DEPARTMENTAL	620.00
	ADVERTISING FOR HOWARD ST	MEASURE M	NON-DEPARTMENTAL	620.00
			TOTAL:	3,226.00
NORM'S AUTOMOTIVE CENTER, INC.	SMOG - PW 2021 FORD F250	GARAGE FUND	GARAGE	40.00
	PW 1999 CHEVY TRUCK SMOG	GARAGE FUND	GARAGE	49.50
	PD 2012 CHEVY SMOG	GARAGE FUND	GARAGE	40.00
	PW FORD 2009 F350 SMOG	GARAGE FUND	GARAGE	40.00
	PW FORD 2004 F450 SMOG	GARAGE FUND	GARAGE	49.50
	PD. CAR- COOLANT AND SMOG	GARAGE FUND	GARAGE	182.37
			TOTAL:	401.37
OUR LOS AL	MANAGEMENT SVCS. FEB. 2021	GENERAL FUND	CITY COUNCIL	416.67
	MANAGEMENT SVCS. MAR. 2021	GENERAL FUND	CITY COUNCIL	416.67
	MANAGEMENT SVCS. FEB. 2021	GENERAL FUND	LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS. MAR. 2021	GENERAL FUND	LOS ALAMITOS TV	833.33
	MEASURE Y & W. WONDERLAND	LOS ALAMITOS TV	LOS ALAMITOS TV	1,200.00
	MANAGEMENT SVCS. FEB. 2021	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS. MAR. 2021	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
			TOTAL:	5,366.66
PLACEWORKS, INC.	PRO. SVCS.2/1-2/28/21	GENERAL FUND	NON-DEPARTMENTAL	8,593.50
			TOTAL:	8,593.50
PLUMBERS DEPOT INC.	PATCH/POT HOLE MIX	GENERAL FUND	STREET MAINTENANCE	1,849.51
			TOTAL:	1,849.51
POWERTRIP RENTALS, LLC	EQUIPMENT FOR LEE ELEMENTA	GENERAL FUND	SPECIAL EVENTS	441.22
			TOTAL:	441.22
PRINTMASTERS	BANNERS FOR WEEKEND ART	GENERAL FUND	SPECIAL EVENTS	199.34
			TOTAL:	199.34
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	120.91
			TOTAL:	120.91
RICHARD MURRIETTA	BACKFLOW YEARLY TESTING- P	GENERAL FUND	STREET MAINTENANCE	1,775.00
			TOTAL:	1,775.00
RIO HONDO COMMUNITY COLLEGE DISTRICT	SUPERVISORY COURSE- KROK	GENERAL FUND	POLICE ADMINISTRATION	228.00
			TOTAL:	228.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SUZANNE ROADY-ROSS	T'AI CHI CHIH (BEG./INTERM	GENERAL FUND	SPECIAL CLASSES	124.80
			TOTAL:	124.80
ROSSMOOR/LOS AL AREA SEWER	APR/MAY/JUN 2021 PARKING R	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
SANBON PRO APPAREL	SHIRTS FOR SPORTS AND REC.	GENERAL FUND	SPORTS	148.16
			TOTAL:	148.16
SCIENTIA CONSULTING GROUP, INC.	IT SERVICES- APR 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	BACKUP SERVER LICENSE- 03/	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	97.50
	CLOUD BACKUP LICENSE- 03/2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	33.00
	BACKUP CLOUD STORAGE- 03/2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	720.00
			TOTAL:	6,721.50
SIR SPEEDY	BUSINESS CARDS- O'CONNELL	GENERAL FUND	PATROL	67.68
			TOTAL:	67.68
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	SOIL FOR SERVICE ROAD	GENERAL FUND	STREET MAINTENANCE	40.58
	CONCRETE BAGS- ROBERTS PAR	GENERAL FUND	PARK MAINTENANCE	31.79
	MULCH FOR SOROPTIMIST PARK	GENERAL FUND	PARK MAINTENANCE	116.56
	MULCH FOR SOROPTIMIST PARK	GENERAL FUND	PARK MAINTENANCE	38.85
			TOTAL:	227.78
SOCAL AUTO & TRUCK PARTS INC.	LIGHT BULB	GARAGE FUND	GARAGE	14.61
	LIGHT BULB	GARAGE FUND	GARAGE	13.81
	HEADLIGHT BULB- PD UNIT 48	GARAGE FUND	GARAGE	16.88
	HEADLIGHT BULB- PD UNIT 48	GARAGE FUND	GARAGE	16.88
	BATTERY FOR PD UNIT 48-1	GARAGE FUND	GARAGE	127.80
	PW FORD 2008 OIL CHANGE	GARAGE FUND	GARAGE	75.96
			TOTAL:	265.94
SPECTRUM SECURITY GROUP, LLC	PAD LOCK-DOUBLE SIDED DEAD	GENERAL FUND	STREET MAINTENANCE	126.19
	PAD LOCK FOR LITTLE COTTON	GENERAL FUND	STREET MAINTENANCE	102.04
			TOTAL:	228.23
TREE TOP PRODUCTS.COM	BENCH/TRASH BINS FOR STANS	GENERAL FUND	PARK MAINTENANCE	2,314.62
			TOTAL:	2,314.62
VERIZON WIRELESS	MDC 1-8; 3/11/21-4/10/21	GENERAL FUND	PATROL	304.08
	PD JACKPACKS; 3/11/21-4/10	GENERAL FUND	PATROL	76.02
	CLO EQUIPMENT; 3/11/21-4/1	GENERAL FUND	COMMUNITY OUTREACH	40.62
			TOTAL:	420.72
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	942.29
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	88.73
			TOTAL:	1,031.02
WILLDAN ENGINEERING	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	8,970.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	1,408.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	11,691.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	1,760.00
	SPEED SURVEY	MEASURE M	NON-DEPARTMENTAL	3,443.50
	SPEED SURVEY	MEASURE M	NON-DEPARTMENTAL	4,530.75
			TOTAL:	31,803.25

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WORLD TRADE PRINTING COMPANY	SPRING CARNIVAL BANNER	GENERAL FUND	SPECIAL EVENTS	146.81
			TOTAL:	146.81

FUND TOTALS		
10	GENERAL FUND	179,830.38
19	C.D.B.G	620.00
26	MEASURE M	19,339.25
28	LOS ALAMITOS TV	2,866.66
50	GARAGE FUND	2,521.79
53	TECHNOLOGY REPLACEMENT	7,220.50
54	SELF INSURANCE TRUST	1,149.80
55	CORONAVIRUS RELIEF FUND	10,000.00
	GRAND TOTAL:	223,548.38

Retirees Medical Reimbursement

Date: April 1, 2021 Number of Transactions: 17 Total Batch: $9,223.95

Payroll 03/05/2021

--DEPARTMENT RECAP--

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510 City Council	$923.20	$923.20	$0.00	$0.00	$0.00	$57.25	$13.40	$852.55
10-511 City Manager/ City Clerk	$16,567.96	$11,882.38	$0.00	$853.91	$3,831.67	$2,221.02	$2,778.36	$11,568.58
10-512 Finance	$11,133.20	$9,135.70	$0.00	$0.00	$1,997.50	$934.22	$1,283.84	$8,915.14
10-521 Police Administration	$22,654.71	$18,534.40	$43.11	$401.74	$3,675.46	$4,229.99	$3,536.83	$14,887.89
10-522 Police- Patrol	$62,543.90	$43,971.61	$10,229.90	$5,524.39	$2,818.00	$10,603.80	$9,746.00	$42,194.10
10-523 Police- Investigation	$12,611.10	$8,404.00	$833.28	$0.00	$3,373.82	$2,802.40	$1,948.47	$7,860.23
10-524 Police- Records	$5,101.87	$3,588.34	$418.05	$100.11	$995.37	$338.06	$795.33	$3,968.48
10-526 Police- Community Outreach	$2,046.60	$1,642.55	$0.00	$151.62	$252.43	$158.34	$317.11	$1,571.15
10-528 Police- Traffic	$2,147.91	$0.00	$0.00	$0.00	$2,147.91	$100.55	$93.12	$1,954.24
10-529 Police- Emergency Preparedness	$2,750.00	$0.00	$0.00	$0.00	$2,750.00	$0.00	$739.68	$2,010.32
10-531 Development Services- Administration	$10,585.12	$8,419.40	$223.92	$130.40	$1,811.40	$1,392.32	$2,107.19	$7,085.61
10-532 Development Services- Planning	$3,188.40	$2,763.60	$0.00	$0.00	$424.80	$498.60	$613.07	$2,076.73
10-533 Development Services- Neighborhood Preservation	$1,640.08	$0.00	$0.00	$0.00	$1,640.08	$61.50	$141.59	$1,436.99
10-542 Development Services- Street Maintenance	$9,660.60	$7,176.40	$0.00	$511.00	$1,973.20	$1,818.72	$982.53	$6,859.35
10-543 Development Services- Park Maintenance	$3,051.20	$2,156.70	$0.00	$0.00	$894.50	$555.54	$252.59	$2,243.07
10-544 Development Services- Facility Maintenance	$3,383.08	$1,856.40	$0.00	$0.00	$1,526.68	$315.38	$269.61	$2,798.09
10-551 Recreation Administration	$13,018.82	$10,403.61	$0.00	$211.31	$2,403.90	$2,513.89	$1,670.57	$8,834.36
10-556 Recreation- Sports	$11,689.86	$0.00	$0.00	$0.00	$11,689.86	$438.38	$701.75	$10,549.73
TOTALS	**$194,697.61**	**$130,858.29**	**$11,748.26**	**$7,884.48**	**$44,206.58**	**$29,039.96**	**$27,991.04**	**$137,666.61**

REGULAR INPUT: 84 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 83

BENEFITS & WITHHOLDINGS

			Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	$23,970.53	$21,248.29	$2,722.24
State Taxes	Employee	$6,742.75		
ICMA	Employee	$2,113.45		
LosAl Police Reserves	Employee	$30.00		
PD Association	Employee	$1,376.75		
LosAl Employees Assoc	Employee	$340.00		
Nationwide - Full Time	Employee	$1,889.32		
Nationwide - PT	Employee/ Employer	$1,431.70	$715.85	$715.85
PERS Deferred Comp	Employee	$1,255.98		
PERS	Employee/ Employer	$38,240.86	$14,881.38	$24,646.32
AFLAC	Employee			
PERS Medical	Employee/ Employer			
Delta Dental PPO	Employer			
Delta Dental HMO	Employer			
VSP Vision	Employer			
Standard Self Admin	Employee/ Employer			
Standard Life Optional	Employee			
TOTALS		**$77,391.34**	**$36,845.52**	**$28,084.41**

DEDUCTION GRAND TOTALS

----------EARNINGS----------			----------DEDUCTIONS----------				----------TAXES----------			
DESC	**HRS**	**AMOUNT**	**CD**	**ABBV**	**EMPLOYEE**	**EMPLOYER**	**DESC**	**TAXABLE**	**EMPLOYEE**	**EMPLOYER**
REG	3,306.26	$130,858.29	125	I-125	$628.87		FED W/H	$168,110.89	$18,526.05	
PTRG	1,073.67	$22,420.35	129	I-129	$480.78		ST WH CA	$168,110.89	$6,742.75	
PHEO	24.50	$857.50	AFP	AFLPT	$65.89		MEDI	$187,736.47	$2,722.24	$2,722.24
HOL	263.00	$11,128.21	CMP	CLOAN	$123.82					
OT	15.00	$685.08	DCI	DCICM	$1,965.00					
OTS	130.17	$10,915.62	DCN	DCNW	$1,889.32					
CTOT	2.00	$147.56	DCP	DCPRS	$1,175.76					
MOT	0.00	$153.50	DD1	DPPO1		$312.60				
CAR	0.00	$950.00	DD2	DPPO2		$222.65				
CAELL	0.00	$850.00	DD3	DPPO3		$534.32				
PPHC	0.00	$298.40	DD4	DDMO1		$8.11				
MEDR	0.00	$4,200.00	DD6	DDMO3		$86.52				
SPAS	0.00	$420.16	DIS	DISAF	$15.74					
SPSK	0.00	$328.90	DLI	DCLIC	$148.45					
OCWD	0.00	$250.00	DLP	DCLPE	$80.22					
OCWE	0.00	$200.00	LAR	LARAD	$30.00					
UNIF	0.00	$100.00	LEA	LAEAD	$340.00					
UNI2	0.00	$125.00	LIF	LIFE	$246.66					
RTRO	0.00	$102.40	LTD	A LTD	$91.60					
ADML	10.00	$502.30	MED	MDINS	$5,408.88	$17,002.04				
EAU	36.00	$1,904.10	PBB	PRSBB	$481.97					
EAA	42.00	$-	PC2	PRC2R	$14.28					
COMA	20.76	$-	PN1	PEPME	$1,939.02					
FLHO	30.99	$1,215.77	PN2	PEPMR		$2,206.82				
SICK	40.42	$1,561.86	PN3	PEPSE	$3,831.05					
VAC	73.33	$2,700.45	PN4	PEPSR		$3,844.02				
POST5	0.00	$200.00	POS	POAS	$1,376.75					
POST7	0.00	$1,622.16	PR0	PRM8	$1,881.52					
			PR2	PRSMR		$6,172.19				
			PR4	PRSSR		$11,761.46				
			PR5	PRSB4	$1,844.68					
			PR6	PRSAF	$1,970.69					
			PR7	PRMB4	$921.79					
			PR8	PRMAF	$675.46					
			PR9	PRSCC	$655.92					
			RTP	RT-PT	$715.85	$715.85				
			SUR	SURVI	$39.99					
			VS1	VISI1		$85.12				
			VS2	VISI2		$38.15				
			VS3	VISI3		$109.76				
Totals	**5,068.10**	**$ 194,697.61**			**$29,039.96**	**$43,099.61**			**$ 27,991.04**	**$2,722.24**

Payroll 03/19/2021

--DEPARTMENT RECAP--

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510 City Council	$923.20	$923.20	$0.00	$0.00	$0.00	$57.25	$13.40	$852.55
10-511 City Manager/ City Clerk	$16,610.55	$14,555.76	$0.00	$0.00	$2,054.79	$2,227.50	$2,741.48	$11,641.57
10-512 Finance	$10,940.80	$10,440.80	$0.00	$0.00	$500.00	$927.31	$1,239.67	$8,773.82
10-521 Police Administration	$22,521.60	$21,075.60	$0.00	$447.60	$998.40	$4,229.99	$3,506.33	$14,785.28
10-522 Police- Patrol	$59,350.23	$45,488.25	$7,189.73	$4,007.75	$2,664.50	$10,603.80	$9,089.37	$39,657.06
10-523 Police- Investigation	$15,523.98	$8,404.00	$2,554.86	$0.00	$4,565.12	$2,802.40	$2,852.60	$9,868.98
10-524 Police- Records	$5,009.51	$4,156.00	$0.00	$265.16	$588.35	$352.53	$670.36	$3,986.62
10-526 Police- Community Outreach	$2,046.60	$1,895.25	$0.00	$126.35	$25.00	$158.34	$317.11	$1,571.15
10-528 Police- Traffic	$2,717.27	$0.00	$0.00	$0.00	$2,717.27	$121.90	$152.40	$2,442.97
10-529 Police- Emergency Preparedness	$2,560.00	$0.00	$0.00	$0.00	$2,560.00	$0.00	$675.68	$1,884.32
10-531 Development Services- Administration	$10,383.16	$9,484.08	$111.96	$287.12	$500.00	$1,392.32	$2,039.65	$6,951.19
10-532 Development Services- Planning	$3,158.40	$3,158.40	$0.00	$0.00	$0.00	$498.60	$602.97	$2,056.83
10-533 Development Services- Neighborhood Preservation	$1,610.08	$0.00	$0.00	$0.00	$1,610.08	$60.38	$137.70	$1,412.00
10-542 Development Services- Street Maintenance	$10,021.71	$8,538.72	$376.11	$246.88	$860.00	$1,667.15	$1,062.45	$7,292.11
10-543 Development Services- Park Maintenance	$4,248.74	$2,464.80	$415.94	$616.20	$751.80	$562.68	$463.13	$3,222.93
10-544 Development Services- Facility Maintenance	$4,536.70	$2,121.60	$358.02	$795.60	$1,261.48	$315.38	$634.72	$3,586.60
10-551 Recreation Administration	$12,898.80	$11,552.50	$0.00	$496.30	$850.00	$2,513.89	$1,644.38	$8,740.53
10-556 Recreation- Sports	$12,837.67	$0.00	$0.00	$0.00	$12,837.67	$481.41	$905.94	$11,450.32
TOTALS	**$197,899.00**	**$144,258.96**	**$11,006.62**	**$7,288.96**	**$35,344.46**	**$28,972.83**	**$28,749.34**	**$140,176.83**

REGULAR INPUT: 84 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 83

BENEFITS & WITHHOLDINGS

			Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	$24,554.67	$21,785.38	$2,769.29
State Taxes	Employee	$6,963.96		
ICMA	Employee	$2,113.45		
LosAl Police Reserves	Employee	$30.00		
PD Association	Employee	$1,376.75		
LosAl Employees Assoc	Employee	$340.00		
Nationwide - Full Time	Employee	$1,889.32		
Nationwide - PT	Employee/ Employer	$1,614.40	$807.20	$807.20
PERS Deferred Comp	Employee	$1,255.98		
PERS	Employee/ Employer	$38,226.04	$14,249.46	$23,976.58
AFLAC	Employee	$163.26		
PERS Medical	Employee/ Employer	$56,734.61	$10,817.68	$45,916.93
Delta Dental PPO	Employer	$3,885.01		
Delta Dental HMO	Employer	$336.43		
VSP Vision	Employer	$814.94		
Standard Self Admin	Employee/ Employer	$1,591.71	$212.36	$1,379.35
Standard Life Optional	Employee	$550.68		
TOTALS		**$142,441.21**	**$47,872.08**	**$74,849.35**

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS				TAXES			
DESC	**HRS**	**AMOUNT**	**CD**	**ABBV**	**EMPLOYEE**	**EMPLOYER**	**DESC**	**TAXABLE**	**EMPLOYEE**	**EMPLOYER**
REG	3,641.67	$144,258.96	125	I-125	$628.87		FED W/H	$171,379.41	$19,016.09	
PTRG	1,157.75	$24,677.34	129	I-129	$480.78		ST WH CA	$171,379.41	$6,963.96	
PHEO	57.50	$2,012.50	AFP	AFLPT	$65.89		MEDI	$190,984.43	$2,769.29	$2,769.29
OT	29.00	$1,262.03	CMP	CLOAN	$123.82					
OTS	126.99	$9,744.59	DCI	DCICM	$1,965.00					
CAR	0.00	$950.00	DCN	DCNW	$1,889.32					
PPHC	0.00	$298.40	DCP	DCPRS	$1,175.76					
MEDR	0.00	$4,200.00	DD1	DPPO1		$312.60				
SPAS	0.00	$420.16	DD2	DPPO2		$222.65				
SPSK	0.00	$328.90	DD3	DPPO3		$534.32				
OCWD	0.00	$250.00	DD4	DDMO1		$8.11				
OCWE	0.00	$160.00	DD6	DDMO3		$86.52				
UNIF	0.00	$100.00	DI5	DISAF	$15.74					
UNI2	0.00	$125.00	DLI	DCLIC	$148.45					
ADML	5.00	$279.70	DLP	DCLPE	$80.22					
COMP	12.00	$562.20	LAR	LARAD	$30.00					
EAU	30.00	$1,416.30	LEA	LAEAD	$340.00					
EAA	48.00	$-	LIF	LIFE	$246.66					
COMA	34.01	$-	LTD	A LTD	$91.60					
FLHO	35.33	$1,795.00	MED	MDINS	$5,257.31	$17,002.04				
SICK	32.50	$780.80	PBB	PRSBB	$481.97					
VAC	20.00	$1,043.16	PC2	PRC2R	$14.28					
POST5	0.00	$200.00	PN1	PEPME	$1,932.11					
POST7	0.00	$1,622.16	PN2	PEPMR		$2,198.91				
POVA	50.00	$1,411.80	PN3	PEPSE	$3,831.05					
			PN4	PEPSR		$3,844.02				
			POS	POAS	$1,376.75					
			PR0	PRM8	$1,881.52					
			PR2	PRSMR		$6,172.19				
			PR4	PRSSR		$11,761.46				
			PR5	PRSB4	$1,844.68					
			PR6	PRSAF	$1,970.69					
			PR7	PRMB4	$921.79					
			PR8	PRMAF	$675.46					
			PR9	PRSCC	$655.92					
			RTP	RT-PT	$807.20	$807.20				
			SUR	SURVI	$39.99					
			VS1	VISI1		$85.12				
			VS2	VISI2		$38.15				
			VS3	VISI3		$109.76				
Totals	**5,279.75**	**$ 197,899.00**			**$28,972.83**	**$43,183.05**			**$ 28,749.34**	**$2,769.29**

Payroll 04/02/2021

--DEPARTMENT RECAP--

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510 City Council	$923.20	$923.20	$0.00	$0.00	$0.00	$57.25	$13.40	$852.55
10-511 City Manager/ City Clerk	$16,720.03	$12,758.97	$0.00	$1,796.79	$2,164.27	$2,226.73	$2,785.25	$11,708.05
10-512 Finance	$11,030.80	$9,918.50	$0.00	$522.30	$590.00	$927.31	$1,255.81	$8,847.68
10-521 Police Administration	$22,492.40	$20,031.20	$0.00	$1,492.00	$969.20	$4,229.99	$3,486.39	$14,776.02
10-522 Police- Patrol	$72,796.13	$42,341.00	$15,995.32	$10,723.80	$3,736.01	$11,160.10	$13,862.72	$47,773.31
10-523 Police- Investigation	$10,820.83	$7,880.20	$32.41	$523.80	$2,384.42	$2,802.40	$1,459.23	$6,559.20
10-524 Police- Records	$5,583.74	$4,156.00	$0.00	$0.00	$1,427.74	$371.81	$728.11	$4,483.82
10-526 Police- Community Outreach	$2,046.60	$2,021.60	$0.00	$0.00	$25.00	$158.34	$317.11	$1,571.15
10-528 Police- Traffic	$2,559.17	$0.00	$0.00	$0.00	$2,559.17	$115.97	$156.24	$2,286.96
10-529 Police- Emergency Preparedness	$2,190.00	$0.00	$0.00	$0.00	$2,190.00	$0.00	$554.54	$1,635.46
10-531 Development Services- Administration	$10,567.88	$8,813.93	$102.68	$1,061.27	$590.00	$1,399.34	$2,093.51	$7,075.03
10-532 Development Services- Planning	$3,188.40	$2,911.65	$0.00	$246.75	$30.00	$523.60	$605.01	$2,059.79
10-533 Development Services- Neighborhood Preservation	$1,640.08	$0.00	$0.00	$0.00	$1,640.08	$61.50	$141.59	$1,436.99
10-542 Development Services- Street Maintenance	$10,218.72	$8,268.20	$573.12	$517.40	$860.00	$1,808.98	$1,101.41	$7,308.33
10-543 Development Services- Park Maintenance	$3,216.60	$2,464.80	$0.00	$0.00	$751.80	$562.68	$273.20	$2,380.72
10-544 Development Services- Facility Maintenance	$3,780.88	$1,856.40	$397.80	$265.20	$1,261.48	$315.38	$382.12	$3,083.38
10-551 Recreation Administration	$13,119.49	$11,073.72	$100.69	$975.08	$970.00	$2,513.89	$1,688.54	$8,917.06
10-556 Recreation- Sports	$17,018.46	$0.00	$0.00	$405.05	$16,613.41	$638.22	$1,239.67	$15,140.57
TOTALS	**$209,913.41**	**$135,419.37**	**$17,202.02**	**$18,529.44**	**$38,762.58**	**$29,873.49**	**$32,143.85**	**$147,896.07**

REGULAR INPUT: 86 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 85

BENEFITS & WITHHOLDINGS

			Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	$27,235.02	$24,291.44	$2,943.58
State Taxes	Employee	$7,852.41		
ICMA	Employee	$2,113.45		
LosAl Police Reserves	Employee	$30.00		
PD Association	Employee	$1,436.75		
LosAl Employees Assoc	Employee	$340.00		
Nationwide - Full Time	Employee	$1,889.32		
Nationwide - PT	Employee/ Employer	$1,955.42	$977.71	$977.71
PERS Deferred Comp	Employee	$1,280.98		
PERS	Employee/ Employer	$39,171.48	$14,721.35	$24,450.13
AFLAC	Employee			
PERS Medical	Employee/ Employer			
Delta Dental PPO	Employer			
Delta Dental HMO	Employer			
VSP Vision	Employer			
Standard Self Admin	Employee/ Employer			
Standard Life Optional	Employee			
TOTALS		**$83,304.83**	**$39,990.50**	**$28,371.42**

DEDUCTION GRAND TOTALS

----------EARNINGS----------			----------DEDUCTIONS----------				----------TAXES----------			
DESC	**HRS**	**AMOUNT**	**CD**	**ABBV**	**EMPLOYEE**	**EMPLOYER**	**DESC**	**TAXABLE**	**EMPLOYEE**	**EMPLOYER**
REG	3,461.92	$135,419.37	125	I-125	$628.87		FED W/H	$182,553.16	$21,347.86	
PTRG	1,414.50	$26,497.20	129	I-129	$480.78		ST WH CA	$182,553.16	$7,852.41	
PHEO	51.67	$1,808.45	AFP	AFLPT	$65.89		MEDI	$203,000.58	$2,943.58	$2,943.58
OT	29.00	$1,174.29	CMP	CLOAN	$123.82					
OTS	212.97	$15,257.66	DCI	DCICM	$1,965.00					
CTOT	4.00	$231.24	DCN	DCNW	$1,889.32					
STBY	8.00	$538.83	DCP	DCPRS	$1,200.76					
MOT	0.00	$71.51	DD1	DPPO1		$286.55				
CAR	0.00	$950.00	DD2	DPPO2		$222.65				
CELL	0.00	$880.00	DD3	DPPO3		$601.11				
PPHC	0.00	$149.20	DD4	DDMO1		$8.11				
MEDR	0.00	$4,200.00	DD6	DDMO3		$108.15				
SPAS	0.00	$420.16	DIS	DISAF	$15.74					
SPSK	0.00	$328.90	DLI	DCLIC	$148.45					
OCWD	0.00	$250.00	DLP	DCLPE	$80.22					
OCWE	0.00	$160.00	LAR	LARAD	$30.00					
UNIF	0.00	$100.00	LEA	LAEAD	$340.00					
UNI2	0.00	$1,125.00	LIF	LIFE	$246.66					
ADML	11.00	$784.74	LTD	A LTD	$91.60					
COMP	4.00	$126.88	MED	MDINS	$5,430.57	$17,568.53				
EAU	48.00	$2,295.90	PBB	PRSBB	$481.97					
EAA	36.00	$-	PC2	PRC2R	$14.28					
COMA	23.75	$-	PN1	PEPME	$1,939.13					
FLHO	17.67	$1,028.39	PN2	PEPMR		$2,206.95				
SICK	137.33	$4,720.88	PN3	PEPSE	$4,294.99					
VAC	181.58	$9,572.65	PN4	PEPSR		$4,309.53				
POST5	0.00	$200.00	POS	POAS	$1,436.75					
POST7	0.00	$1,622.16	PR0	PRM8	$1,881.52					
			PR2	PRSMR		$6,172.19				
			PR4	PRSSR		$11,761.46				
			PR5	PRSB4	$1,844.68					
			PR6	PRSAF	$1,970.69					
			PR7	PRMB4	$921.79					
			PR8	PRMAF	$675.46					
			PR9	PRSCC	$655.92					
			RTP	RT-PT	$977.71	$977.71				
			SUR	SURVI	$40.92					
			VS1	VISI1		$79.80				
			VS2	VISI2		$38.15				
			VS3	VISI3		$123.48				
Totals	**5,641.39**	**$ 209,913.41**			**$29,873.49**	**$44,464.37**			**$ 32,143.85**	**$2,943.58**

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – March 15, 2021

1. CALL TO ORDER

The City Council met in Regular Session at 6:15 p.m., Monday, March 15, 2021, via videoconference, Mayor Chirco presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Bates, Doby, Nefulda, Mayor Pro Tem Hasselbrink, Mayor Chirco

Absent: Council Members: None

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

3. PLEDGE OF ALLEGIANCE

Council Member Nefulda will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Chirco will give the Invocation.

5. 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.

City Clerk Quintanar advised no public comments had been received.

6. COUNCIL ANNOUNCEMENTS

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

Council Member Nefulda reported attendance at the League of California Cities Legislative briefing and the Los Alamitos Unified School District Board Meeting.

Council Member Bates reported attendance at a joint session of the Legislature Business Committee on behalf of California Massage Therapy Association in regards to human trafficking. Chief Nunez spoke briefly regarding human trafficking.

Council Member Doby reported attendance at the virtual Chamber Breakfast with guest speakers Mayor Chirco and City Manager Simmons, the Orange County Human Relations Committee meeting, the Orange County Mosquito and Vector Control District Board Meeting, and the ribbon cutting for the new hotel, Fairfield Marriott.

Mayor Pro Tem Hasselbrink reported attendance at the virtual Chamber Breakfast and the Orange County Fire Authority Board Meeting. She spoke briefly regarding the City moving into the red tier and possible marketing for businesses.

Mayor Chirco reported attendance as the guest speaker at the virtual Chamber Breakfast, the ribbon cutting for the new hotel, Fairfield Marriott, Mayors' meetings related to COVID-19, weekly meetings with Dr. Chao, Budget Standing Committee Meeting, and the Orange County Sanitation District Board meeting and Administration Committee meeting. He spoke briefly regarding COVID-19 Relief Act and encouraged the community do more to combat the increased hate crimes.

Council and Staff briefly discussed transitioning back to in person meetings.

7. ITEMS FROM THE CITY MANAGER

City Manager Simmons gave a brief update on COVID-19 and the County's move into the red tier.

8. WARRANTS

Motion/Second: Bates/Hasselbrink

Council Member Bates received clarification from Staff regarding the Young Doctors Program and the street charges for communications technology.

Motion/Second: Bates/Hasselbrink
Unanimously Carried: The City Council ratified the Warrants for the period from February 5, 2021 to March 1, 2021, in the amount of $793,569.38.

ROLL CALL

Mayor Chirco	Aye
Mayor Pro Tem Hasselbrink	Aye
Council Member Bates	Aye
Council Member Doby	Aye
Council Member Nefulda	Aye

9. CONSENT CALENDAR

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

Council Member Bates pulled items 9E and 9F.

Motion/Second: Bates/Chirco
Unanimously Carried: The City Council approved the following Consent Calendar items:

ROLL CALL

Mayor Chirco	Aye
Mayor Pro Tem Hasselbrink	Aye
Council Member Bates	Aye
Council Member Doby	Aye
Council Member Nefulda	Aye

A. Approval of Minutes (City Clerk)

Approved the City Council Regular Minutes of February 15, 2021.

B. Resolution 2021-03 – Establishing Regular Scheduled Dates for Commission Meetings (City Clerk)

Throughout Title 2 of Los Alamitos Municipal Code, it is stated that the City Council will establish by Resolution regularly scheduled dates for the Commissions to meet. Adoption of this Resolution will solidify current practices into a formal policy.

The City Council adopted Resolution 2021-03, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING REGULAR SCHEDULED DATES FOR COMMISSION MEETINGS.”

C. Second Amendment to Agreement for Animal Control Services between the City of Long Beach and the City of Los Alamitos (Police)

The City of Los Alamitos has contracted with the City of Long Beach for animal control services since FY 2001-02. This item proposes exercising the first of the City’s two optional two-year extensions of the 2016 agreement for FY 2020-2021 & 2021-2022.

The City Council authorized the Mayor to execute the Second Amendment to Agreement No. 343317 providing a two-year extension of the Agreement for Animal Control Services between the City of Long Beach and the City of Los Alamitos, for the term of July 1, 2020 through June 30, 2022.

D. Approval of Request for Proposals (RFP) 2021-02 for Fireworks for the 4th of July Fireworks Spectacular (Recreation)

This item recommends action to facilitate the solicitation of bids for contractual services for the fireworks display at the 2021 4th of July Fireworks Spectacular.

The City Council:

1. Approved the Request for Proposals (RFP) 2021-02 for the fireworks display at the 2021 4th of July Fireworks Spectacular; and,

2. Authorized Staff to advertise and solicit bid proposals.

End of Consent Calendar

Items Pulled from Consent Calendar

E. Extension of Professional Services Agreement with Charles Abbott Associates for Building & Safety, NPDES Business Inspection Services, City Facilities Building Related Services (Development Services)

This item provided a basis for continuing services with Charles Abbott Associates (CAA) to provide Building & Safety, National Pollutant Discharge Elimination System (NPDES) Business Inspection Services and City facilities building related services for two more years. The current Professional Services Agreement (PSA) expires on June 30, 2021, but can be extended by mutual agreement.

Council Member Bates stated a preference form rebidding contracts every three to five years to ensure the City is getting competitive rates. He stated concerns regarding his recent interactions with the building department. He supported moving forward at this time, but reiterated an RFP would be needed to establish and monitor performance measures.

Motion/Second: Bates/Hasselbrink
Unanimously Carried: The City Council authorized the Mayor to execute Amendment No. 3 of the Professional Services Agreement with Charles Abbott Associates.

ROLL CALL

Mayor Chirco	Aye
Mayor Pro Tem Hasselbrink	Aye
Council Member Bates	Aye
Council Member Doby	Aye
Council Member Nefulda	Aye

F. Approval of Plans and Specifications, and Authorization to Bid for Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04) (Development Services)

This report recommends actions to begin facilitating the construction for the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04).

Council Member Bates expressed disappointment that it was taking too long for an emergency repair and stated support for it being completed as quickly as possible. He suggested allowing the City Manager more latitude with his purchasing authority.

Council briefly discussed the City Manager's purchasing authority history. Council supported staff reviewing the City Manager's authority in emergency situations.

Motion/Second: Bates/Doby
Unanimously Carried: The City Council:

1. Approved the Plans and Specifications for the construction of the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04).; and,

2. Authorized Staff to advertise and solicit bid proposals.

ROLL CALL

Mayor Chirco	Aye
Mayor Pro Tem Hasselbrink	Aye
Council Member Bates	Aye
Council Member Doby	Aye
Council Member Nefulda	Aye

10. DISCCUSON ITEM

A. Southern California Association of Governments (SCAG) 2021 Virtual Regional Conference and General Assembly (City Clerk)

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held virtually on Thursday, May 6, 2021 at 11:00 a.m. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

City Clerk Quintanar summarized the Staff report and answered questions form the City Council.

Council Member Doby expressed an interested in serving as the delegate and Council Member Nefulda volunteered as the alternate.

Motion/Second: Chirco/Bates
Unanimously Carried: The City Council:

1. Appointed Council Member Doby to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,

2. Appointed Council Member Nefulda to attend and serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

11. CLOSED SESSION

City Attorney Daudt stated Closed Session was not needed.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager – Annual Performance Evaluation

12. ADJOURNMENT

The City Council adjourned at 6:57 p.m.

Mark Chirco, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – March 15, 2021

1. CALL TO ORDER

The City Council met in Special Session at 5:02 p.m., Monday, March 15, 2021, via videoconference, Mayor Chirco presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Bates, Doby, Nefulda, Mayor Pro Tem Hasselbrink, Mayor Chirco

Absent: Council Members: None

Present: Staff: Chet Simmons, City 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 R. Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Executive Asst. to the City Manager/Benefits Coord

3. SPECIAL ORDERS OF THE DAY

A. Mid-Year General Fund Budget Review for Fiscal Year 2020-21 and Financial Update (Finance)

This report provides a review of the City's Mid-Year General Fund budget for the Fiscal Year 2020-21 and projections for the Fiscal Year ending June 30, 2021.

City Manager Simmons introduced the item. Interim Finance Director Koehler gave a PowerPoint presentation.

City Council and Staff discussed the following:

- Fines and forfeiture patterns
- Charges for current services explanation related to Recreation fees
- Continued enforcement of Red Light Camera Program for safety
- Requested safety reminder regarding parking enforcement and red light camera enforcement
- Upcoming budget meetings for Fiscal Year 2021-22
- Estimated timeline for stimulus pandemic funds to be received

4. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager – Annual Performance Evaluation

City Attorney Daudt read the item aloud.

RECESS
The City Council recessed into Closed Session at 5:38 p.m.

RECONVENE
The City Council reconvened in Special Session at 6:14 p.m.

City Attorney Daudt stated there was no reportable action.

5. ADJOURNMENT
The City Council adjourned at 6:14 p.m.

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 **ITEM NUMBER: 10B**

To: **Mayor Mark A. Chirco & Members of the City Council**

Via: **Chet Simmons, City Manager**

Presented By: **Emeline Noda, Acting Recreation & Community Svcs. Director**
Windmera Quintanar, MMC, City Clerk

Subject: **Award of Contract for Website Redesign**

SUMMARY

The purpose of this report is to seek approval for a Professional Services Agreement with CivicPlus for Website Redesign.

RECOMMENDATION

Authorize the Mayor to execute the Professional Services Agreement with CivicPlus for Website Redesign.

BACKGROUND

The City's website utilizes a free platform for website design and content management through WordPress. The website was last redesigned ten years ago in 2011. Since then many of the plug-ins have become outdated and are no longer supported. Staff is spending valuable time and resources searching for free plug-ins to replace outdated ones and experiencing difficulties in updating content due to the current website's lack of functionality. Ensuring compliance with the latest legislation and website requirements also proves time consuming with the current platform. In comparisons to most other agencies, the City's website landing homepage has unappealing aesthetics and insufficient navigation capabilities.

As we continue to move forward in a digital age and with the changing needs of our community partly due to the recent pandemic, Staff looked into updating the website to provide efficient user friendly service, legal compliance, and greater transparency.

In accordance with Los Alamitos Municipal Code Section 2.60.140, Staff requested proposals from various qualified providers and participated in product demonstrations for various companies. The finalist company gave a demonstration to the Information

Technology Committee. After careful review and Management input, Staff is recommending CivicPlus for the City's website redesign project.

DISCUSSION

CivicPlus is a leading website design company for local government hosting neighboring cities such as Anaheim, Irvine, and Bakersfield. The product being offered is referred to as CivicEngage. CivicEngage offers many features that Staff believes are important for our community including ADA compliance, full search capability, built in forms, agenda management, and the ability for residents to subscribe to notifications that are of value to them. The website functionality will allow for less trips to City Hall, resulting in the reduction of greenhouse emissions for AQMD purposes, as many of the in person visits can be completed online from the comfort and convenience of the resident's home.

CivicPlus is a fully customizable website redesign where a dedicated team member will work with Staff every step of the way to ensure all of the City's needs are being met. Unlike its competitors, CivicPlus offers 24/7 customer support, online training videos, and a comprehensive training database to assist Staff. CivicPlus' dedicated staff member will periodically review the City's website to ensure best practices are being used and will make suggestions as needed. Its platform also allows Staff to update from mobile devices ensuring we can get information out to our residents in a timely manner. Included in the cost is a complete website redesign in year four ensuring the City's website stays up to date and has an appealing user-friendly look. The flexibility in design to add eye catching short commercial-like marketing and promotional videos for events and programs is also a highly desired feature. Staff engages with community partners year-round who assist in offsetting program and event costs and considers this a premier branding opportunity to include in a comprehensive marketing package.

Staff received a total of three quotes outlined below and believes CivicPlus will best serve the interests of the City, taking into account the demonstrated competence, qualifications, and suitability for the project in general. CivicPlus has an exemplarily reputation for local government. The initial cost will allow the City to refresh the website and ensure compliance and transparency, while also allowing the City to add on additional features in the future as needed, such as portals for Human Resources and Meeting Management.

Company	Bid Amount
CivicPlus	$25,000
Granicus	$24,978
Revize	$11,300

FISCAL IMPACT

Staff is proposing using AQMD funds for year one costs of $25,000. If approved by the City Council, an annual recurring service fee of $6,864.00 will be included in budget starting in Fiscal Year 2022-23.

Submitted by: Emeline Noda, Acting Recreation and Community Services Director
Windmera Quintanar, MMC, City Clerk
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachment: *1. Professional Services Agreement with CivicPlus*

PROFESSIONAL SERVICES AGREEMENT
CivicPlus, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 15th day of March, 2021 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City" or "Client") and CivicPlus, LLC, a Kansas limited liability company ("Firm" or "CivicPlus"). 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 website redesign and support services.

B. Firm submitted to City a written proposal to provide the required services, dated February 2, 2021, a copy of which is attached hereto as Exhibit "A" ("Proposal"), and which is incorporated herein by this reference.

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, Quote # Q-14321-1, attached hereto as Exhibit "B", and incorporated herein by this reference ("Scope of Services" and/or "Project Services") as described in the Proposal. 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; (2nd) the Scope of Services; and (3rd) the 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. 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 responsible for all penalties and costsarising therefrom to the extent of their contribution to such violations. Firm shall defend, indemnify, and hold City, its officials, officers, employees,agents and volunteers, free and harmless from and against any third party claim or liability arising out of anyfailure 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 third party 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. Firm passes through sales/use tax to clients in those jurisdictions where such tax is required. If City is tax exempt and provides Firm with proof of such tax-exempt status, Firm will not apply taxes to the 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 or actions.

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 itsown employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the Scope of Services in an amount not to exceed Twenty-Five Thousand Dollars and one cent ($25,000.01) in contract Year 1 with an annual recurring service fee of Six Thousand Eight Hundred Sixty-Four Dollars and Zero Cents ($6,864.00) for contract Year 2, and subject to a 3% annual increase beginning in year 3 of service. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. Firm shall submit to the City, in a form approved by theCity Manager or his designee, an annual invoice for the Project Services agreed to herein. Such requests shall be based upon the amount and value of the Project Services to be performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred 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, except that the City shall remain liable for payment to Firm for any Project Services performed prior to the date of any such termination.

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 conditionof this Agreement. Notwithstanding the foregoing, Firm will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of City.

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 remain in effect for an initial term equal to 365 days ("Initial Term") and will automatically renew annually thereafter unless and until either party gives 60 days' written notice of non-renewal prior to the end of the Initial Term, or any subsequent renewal term.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The Firm shall be designate 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 within seven (7) days following the Effective Date. ("Firm's Representative"). The Firm's Representative 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. Once designated, the Firm's Representative may not be changedby Firm without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be Emeline Noda, Acting Recreation and Community Services Director, 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, such consent shall not be unreasonably withheld. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twentyfive percent (25%) of the present ownership and/or control of Firm, taking all transfers into accounton 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 apermanent 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 othersimilar matters. City shall not in any way or for any purpose be deemed to be a partner of Firm inits 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 ina 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 thatit 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 endorsethe 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 Cyber Liability/Errors and Omissions Insurance ("CLI"). Firm shall obtain and maintain a policy of Cyber 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 CLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The CLI policy shall be endorsed to delete any Contractual Liability Exclusion. The CLI 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 CLI 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 "CLI Coverage Period"). If any CLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a CLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the CLI Coverage Period, Firm shall immediately obtain replacement CLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coveragefor 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 otherinsurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the CLI 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 CLI 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 CLI 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 CLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required CLI 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 coveragehas 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 reasonable 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 third party claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitrationawards, settlements, damages or injuries of any kind, in law or in equity, including but not limitedto 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 and Intellectual Property. Upon full and complete payment of amounts owed for the completed development and implementation of the Client's Services ("Project Development") under the applicable Quote, City will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by Firm on behalf of City pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by Firm, whether in connection with providing Services or otherwise.

Upon completion of the Project Development, City will assume full responsibility for Client Content maintenance and administration. City, not Firm, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants Firm a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. City represents and warrants that City owns all Client Content or that City has permission from the rightful owner to use each of the elements of Client Content; and that City has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

At any time during the term of this Agreement, City will have the ability to download the Client Content and export the Client data through the Services. Client may request Firm to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of this Agreement for any reason, whether or not City has retrieved or requested the Client data, Firm reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable Agreement. During the thirty (30) day period following termination of this Agreement, regardless of the reason for its termination, City will not have access to the Services.

Intellectual Property in the software or other original works created by or licensed to Firm, including all source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of Firm. CivicPlus Property specifically excludes Client

Content. City shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable Agreement; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of Firm, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

Provided City complies with the terms and conditions herein, and license restrictions set forth in this section, Firm hereby grants City a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective Agreement, for the term of the respective Agreement.

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 reserve the right to terminate this Agreement, at any time, with or without cause, upon sixty (60) calendar days written notice to Firm, except that where the continuation of services would constitute a danger to health, safetyor 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 forall 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.

8.6.1 The failure of either Party to comply with any provision of this Agreement shall constitute a default.

8.6.2 If a Party determines that the other Party is in default in the performanceof any of the terms or conditions of this Agreement, he/she shall notify the defaulting Party in writing of such default. If such default is capable of being cured, the defaulting Party shall have thirty (30) calendar days, or suchlonger period as the non-defaulting Party may designate, to cure the default by rendering reasonably satisfactory performance. In the event the defaulting Party fails to cure its default within such period of time, or if such default is not capableof being cured, the non-defaulting Party 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 the non-defaulting Party may be entitled at law, in equity, or under this Agreement. The defaulting Party shall be liable for any and all reasonable costs incurred by the non-defaulting Party as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any 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 email or pre-paid, first-class mail to the address set forth below. Either Party may change its address bynotifying 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 – CivicPlus.

To City:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
wquintanar@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:

Legal Department
CivicPlus
302 South 4th Street, Suite 500
Manhattan, KS 66502
Legal@civicplus.com

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

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

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

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

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

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

10.9 Prevailing Wages. Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under applicable 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:_____
Mark A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Firm"

CivicPlus

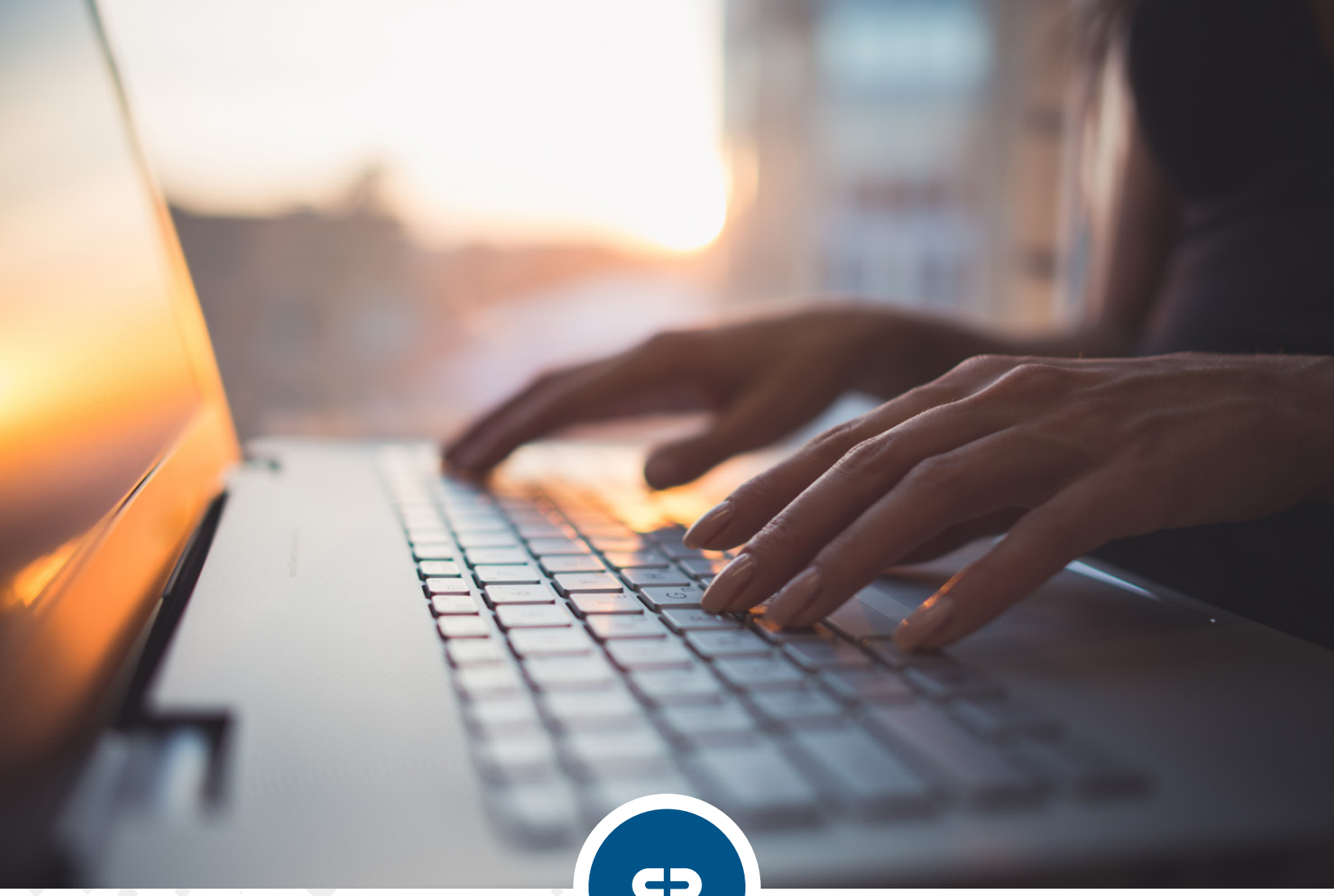
By:_____
Amy Vikander
Vice President, Client Services

By:_____
Rex Tessendorf
Chief Financial Officer

EXHIBIT "A"

FIRM'S PROPOSAL

DATED: February 2, 2021



CIVICENGAGE®

WEBSITE REDESIGN SERVICES

Los Alamitos, California

FEBRUARY 2, 2021

Solomon Grover | CivicEngage Account Executive | grover@civicplus.com | P: 785-222-4856 | M: 864-752-8897

302 S. 4th Street | Manhattan, KS 66502 | 888-228-2233 | www.civicplus.com

CIVICPLUS®

CIVICENGAGE WEBSITE REDESIGN SERVICES

Project Cost

CivicPlus understands the budgetary and limited resource burdens most local governments experience on a daily basis. To help ease these burdens, we have proposed the following discounted offer for Los Alamitos. To take advantage of the special offer outlined in this proposal, your contract signing must be completed within 60 days of February 2, 2021.

Features & Functionality

- CivicEngage CMS tools, widgets, and features
- One SSL certificate
- DNS setup and hosting for URL www.cityoflosalamitos.org
- 100 GB of storage

Design & Content

- One website layout built using available flexible layout options
- One custom website design built using approved layout and up to one advanced design component
- 50 pages Content Development from URL www.cityoflosalamitos.org
- Up to 100 meetings worth of Agendas and Minutes PDF/DOC Migration
- Three Premium Department Header Packages

Professional Services

- Two days virtual training (limit eight attendees/ session)

Annual Recurring Services

- Hosting and Security
- Software maintenance including service patches and system enhancements
- 24/7 Technical support and access to the CivicPlus Help Center
- Dedicated Client Success Manager

Year 1 Standard List Price	~~$39,052~~
Year 1 Total Discount	($10,838)
Total Year 1 Investment	$28,214
Year 2 Annual Recurring Services	$5,966

Year 1 includes both one-time implementation/development fees & the first-year annual recurring services

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in US dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CivicPlus Offers:

Standard CivicEngage Invoicing

- 30% of Year 1 fees due at contract signing – remaining 70% due at project completion or at the six-month mark in the implementation process – whichever date is earlier
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract. First uplift is shown in the Year 2 Annual Recurring Services fee

Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Not available with all CivicPlus products – please contact your sales representatives for more details

CivicPlus Advantage Invoicing

- Zero-interest payments that divide the One-Time Implementation expense of your project over the first three years of your contract
- Each payment will also include your Annual Services and any other fees if applicable
- May not be available with all products offered by CivicPlus

Payment Gateway Account

- Your chosen Payment Gateway will collect and disburse all credit card monies
- If selected, any of our partner Payment Gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay™ integrates with several Payment Gateways to provide maximum flexibility to our clients' needs

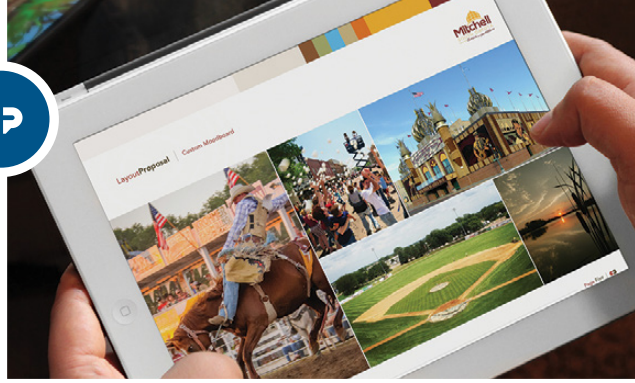
CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with Los Alamitos.

CIVICENGAGE WEBSITE REDESIGN SERVICES

CivicEngage CMS



The CivicEngage CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for organizations that need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

CivicEngage Modules & Tools

Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CMS features. Your staff can create dynamic and informative blog content as well as offer citizens a platform to connect with one another and share ideas. Allow citizens to subscribe to custom notifications, view multiple calendars and events, and easily report problems with a venue for communication. Inform citizens of breaking news and alerts. Each solution is tailored to the needs of local government and is simple to use—no coding skill necessary.

- Alert Center
- Blog
- Calendar
- Community Voice™
- My Dashboard
- News Flash
- Notify Me®
- Citizen Request Tracker™ (up to 5 user licenses and 10 request types)

Document Management

The CivicEngage CMS comes fully-equipped with a robust set of document management tools. These solutions work with other key features of our CMS, making it easy for administrators to build dynamic content that is easy for citizens to navigate and access. Provide a directory of your staff so they are available for your citizens. Store various documents, agendas/minutes, and images, which make it easy retrieve and link to multiple modules and pages. Clerks can collaborate across departments and streamline workflows. Create custom, online forms with simple drag-and-top functionality. You can do all of this from a single platform.

- Agenda Center
- Archive Center
- Document Center
- Form Center
- Photo Gallery
- Staff Directory

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- Carousel Widget
- Custom HTML Widget
- Editor Widget
- Frequently Asked Questions (FAQs)
- Graphic Links
- Image Widget
- Info Advanced
- Quick Links
- Related Documents Widget
- Share Widget
- Slideshow Widget

Department-Specific

The CivicEngage CMS includes several function-specific features and modules for government departments. These tools are integrated into and offer the ability to complete multiple steps in one action. Adding a job or bid posting can automatically alert anyone who has requested notifications on those items. Connect activities created with the corresponding facilities. Even further, you can schedule a community event and reserve a location in a single step.

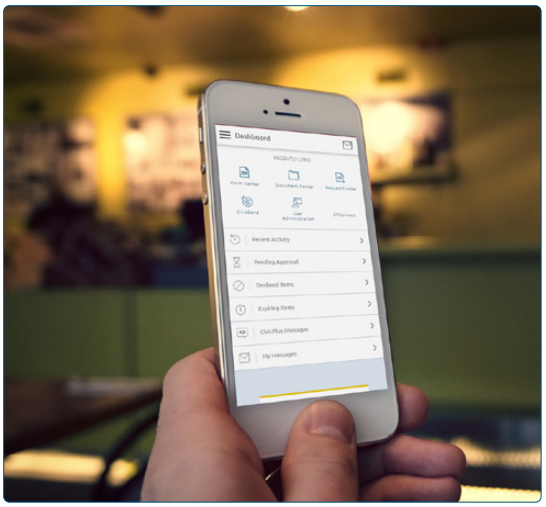
- Activities
- Facilities & Reservations
- Job Postings
- Bids

Administrative Features

The administration of your CivicEngage site is browser based, with no installation of software needed. You'll be able to update the site from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

Admin View & Settings

From your Admin Dashboard, you can quickly access your recent activities and see time-sensitive action items such as pending approvals of new content and a list of content set to auto-expire. Permissions will be given to all staff members to limit access and authority to various pages and modules and you'll be able to see previously published pages, content and even unpublished drafts so you can track what changes have been made. To understand how your citizens use your site, you'll be able to view website statistics provided by Piwik or Google Analytics. And you can use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.



- Admin Dashboard
- Content Scheduling & Versioning
- History Log
- Intranet
- Levels of Permissions
- Pending Approval Items
- Website Statistics

Navigation & Layout

The best way to ensure your information is viewed by your citizens is to make sure it's easy to find. By providing a main navigation mega menu, using dynamic (auto-updating) navigation features such as breadcrumbs and site map, and a powerful, predictive site search of all pages, documents, and images, your citizens will be able to find what they need quickly and easily. Pages can be set up with dynamic modules such as Calendar, FAQs, and News Flash that will keep your information as up to date as possible. Third-party services can easily be embedded, put in an iframe, or set up with an API so you can provide a seamless viewing and working experience for your citizens. The CivicEngage CMS incorporates short, user-friendly link redirects to make it easy for citizens to get to what they need quickly and is printer friendly for citizens who need a paper copy of a page.

- Dynamic Breadcrumbs & Site Map
- Dynamic Page Components
- Link Redirects
- Maps
- Mega Menu
- Predictive Site Search & Log
- Printer Friendly
- Third-Party Access

User-Friendly Features

Not only is the CivicEngage CMS easy for your staff to use, various administrative features help your staff make a more attractive, engaging, and intuitive for your citizens. Your site will be viewable on all devices, including computer, tablet, and phones on any major browser. Use the Design Essentials tool to modify and manage your website's look within the design and structure parameters. Provide accessibility with ADA alt tags and integration with Google Translate. In addition, you can push out information directly to citizens who request information by utilizing RSS feeds. Incorporate social media to various modules so that content automatically post to your Facebook and/or Twitter feeds as well as positioning compatible social media feeds and widgets into your site.

- Automatic Alt Tags
- Design Essentials
- Live Edit with WYSIWYG Drag & Drop Functionality
- Real Simple Syndication (RSS) Feeds
- Responsive Design
- Social Media
- Supported Browsers
- Translation

Accessibility Compliance

CivicEngage Tools & Services

CivicPlus provides highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. Our approach includes the following steps to provide you a compliant and accessible website:

- We will deliver a highly compliant site that meet Section 508 and WCAG 2.0 A and AA levels.
- Use CivicEngage's Accessibility Checker to scan content in the editor widget, News Flash, and FAQs for accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly.
- Best practices and regular updates are provided to clients via the Help Center, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our clients. Additional details and a quote can be provided upon request.

Credit Card Processing

CivicPlus Pay™ ("Pay") is our secure, PCI-compliant, utility application integrated within the CivicPlus Platform. Local governments can use Pay within the CivicEngage, CivicRec®, and CivicOptimize® solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the client experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by Los Alamitos, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Contact your sales representative for more details on our approved partner network and other supported gateway providers.

To utilize any of the approved gateways, an agreement will need to be executed directly between Los Alamitos and the vendor, who will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to leverage any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

The CivicPlus Platform

CivicEngage is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

Integration Hub

In today's world, your website has become the new city hall. To effectively reach the public of today, it is imperative that you integrate your data and systems, streamline your operations, and consolidate your messaging channels. Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations – without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).

The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center.
- An integration that will push a new Calendar Event to post directly in the News Flash module.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.

Project Enhancement

Premium Department Header Packages

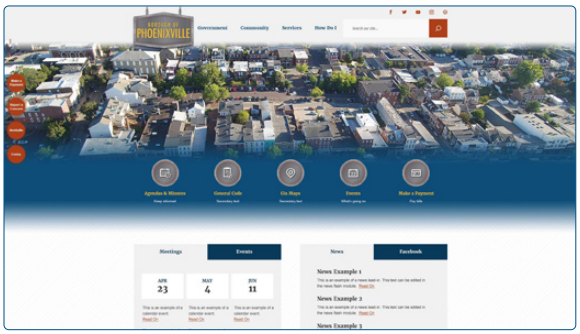
A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main (parent) site while leveraging consistent CMS administration. Included in Los Alamitos' project are three Premium Department Header Packages.

Premium Department Header Package Includes:

- Site URL (if applicable)
- SSL Certificate (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content and Placement
- Custom Color Palette for the Department Header homepage and interior pages
- Matching Design Styles and Layout to the parent site
- Shared login and modules with the parent site (design of module pages will match parent site design)

Examples of a Premium Department Header Package

The examples provided below are representative of attributes found in a Premium Department Header Package, but may not expressly reflect the design package of your main website.



Phoenixville Borough, PA - Parent Site

Recreation Department Header

Palm Beach Gardens, FL - Parent Site

Fire Department Header

CIVICENGAGE WEBSITE REDESIGN SERVICES

Implementation

A typical project timeline ranges from 18 – 32 weeks. Los Alamitos' exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors.

Your project timeline, tasks, due dates, and communication will be managed and available in real-time via Mavenlink project management software.

1 Initiate

TWO TO FOUR WEEKS

- Project Kickoff Meeting
- Planning & Scheduling

Analyze

FOUR TO SIX WEEKS

- Client Deliverable Submission
- Design Discovery Meeting
- Content Process Meeting

2

3 Design & Configure

EIGHT TO FOURTEEN WEEKS

- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

Optimize

ONE TO TWO WEEKS

- Website Finalization

4

5 Educate

ONE TO TWO WEEKS

- Training Engagement

Launch

TWO TO FOUR WEEKS

- Website Launch

6

GO LIVE

Implementation

Design creation, content development, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

Flexible Layout Design

You will meet with your Art Director to discuss your website vision based on the goals and needs of your users. This process involves selecting the order, placement, and format of your homepage content from a library of over 1,200 vetted layout configurations aimed at achieving your usability goals. This layout wireframe will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one advanced design component– a layout or design element that requires significant time to style and implement. Working with your Art Director, you'll identify the appropriate component to achieve or enhance the usability goals for your site.

Content Migration

Content Development

Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Training

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your Trainer will deliver virtual training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

Your Role

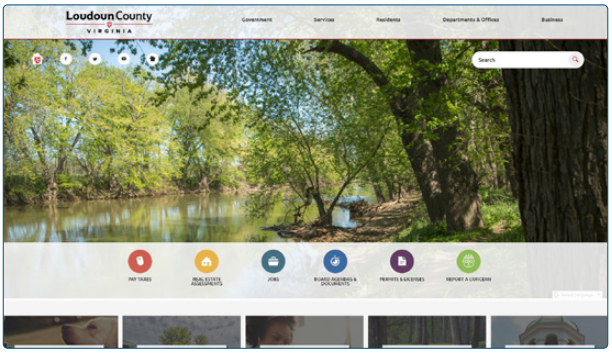
We will need your help to create the strongest possible website for your community. We will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

Design Portfolio

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Please note that the examples provided may be representative of different design packages than what is being proposed to Los Alamitos and that not all parties shown have agreed to be contacted for reference.

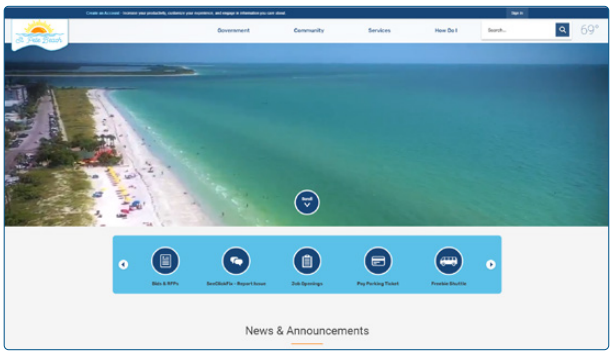
San Gabriel, California
www.sangabrielcity.com



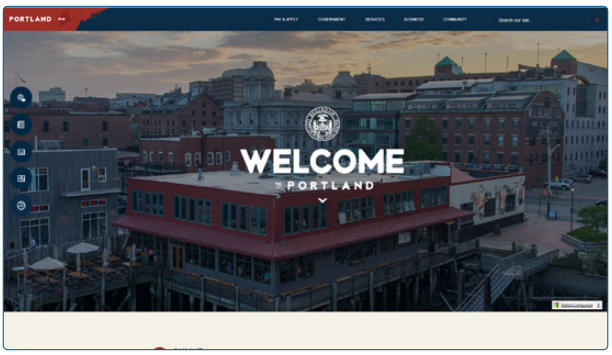
Loudoun County, VA
www.loudoun.gov

Gilroy, California
www.cityofgilroy.org

Erie, Colorado
www.erieco.gov



St. Pete Beach, Florida
www.stpetebeach.org



Portland, Maine
www.portlandmaine.gov

Ongoing Services

Award-Winning Team

In February 2020, our Technical Support Team was presented with a Silver Stevie® Award in the Front-Line Customer Service Team of the Year – Technology Industries category, and a Bronze Stevie® Award in the Customer Service Training or Coaching Program of the Year – Technology Industries category.

This is the second consecutive year that CivicPlus' Technical Support Team has earned Stevie honors.

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Around-the-Clock Service & Support

Technical & Ongoing Support

- Live support personnel based in the U.S.
- Weekday business hours: 7 a.m. – 7 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency support
- Self-Service CivicPlus Help Center for tutorials and user guides
- Assigned Client Success Manager to ensure your complete and ongoing satisfaction

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and OS patches

Hosting & Security

- 24/7/365 system monitoring
- Guaranteed 99.9% uptime (excluding maintenance)
- Highly reliable data center with a fully redundant network
- Software updates and security patches
- Multiple, geographically diverse data centers
- Disaster recovery with emergency, after-hours, live-agent support
- Guaranteed Recovery Time Objective of 8 hours
- Guaranteed Recovery Point Objective of 24 hours
- DDoS Mitigation
- DDoS Advanced Security Coverage at time of attack (additional fees)

Company Overview

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

We will deliver a high-caliber, responsive web presence that reflects your vision in design, features, and functionality. CivicEngage is user-friendly, yet flexible, and powerful with intuitive navigation for your citizens and easy-to-use administration for your staff. True live editing and training is included so your staff can be efficient on day one, and we'll continue to support you after launch. Your system will be secure and continuously updated, as our experts develop further cutting-edge solutions designed specifically for local government.

20+

years of experience with a focus to help local governments

350+

employees, many with experience in local government

4,000+

local government clients across the United States and Canada

Inc. 5000

10-time Inc. 5000 Honoree

GOVTECH 100 COMPANY 2021

www.govtech.com/100

Recommended Add-ons

CivicRec® Recreation Management System

Facilitate Easier. Manage Better. Participate Faster.

CivicRec is a hosted, web-based application specifically designed to meet the needs of recreation and park districts and municipal recreation departments. Our system is a Software as a Service (SaaS) solution that is ready to go off-the-shelf.

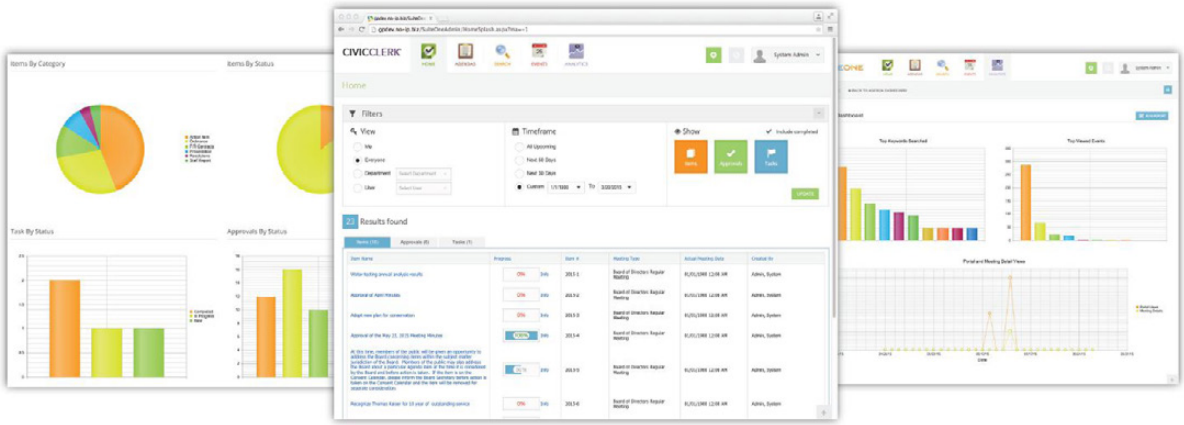
- Activity Registration – Ask prompts at checkout, have waivers confirmed, present forms to your registrants, process credit cards, and more. Makes activity registration easy.
- League Management – Organize and manage leagues year-round. Registrations can be done by team or individuals. Schedule for regular season and tournaments.
- Ticketing – Create, sell, and scan tickets for events.
- Facility Management – Take facility rentals and requests online or in office. Use the simple click and reserve interface to complete your bookings quickly.
- Membership Management – Sell memberships in house or online, print membership cards or use pre-printed dongles, and quickly check people in and out of the facility.
- Point of Sale – An enterprise level system built right in. Process a registration, book a facility, or sell merchandise in the POS screen from anywhere in the system.
- Reporting – Advanced access, control, and customization of reports. Print, export, e-mail, save, and automate from within the system.
- And more!

CivicClerk® Agenda Management System

Effortless Meeting and Agenda Management

A manual, agenda process typically requires significant time and effort, including creating the agenda items, getting items approved, organizing all of the supporting documents, creating the agenda, and building the agenda packet—not to mention, converting files to PDF, publishing to your website, delivering it to the council and board members, etc. Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk, formerly BoardSync, simplifies the entire meeting process from start to finish while providing staff with a central location for all board and committee meeting documentation with the same simple, consistent process.

Customers choose CivicClerk for our features, ease of use, and modern design. Think about it – if you stop using a manual process and transition to a paperless agenda system that makes it more complicated, you're not saving any time. Trees are precious, but so is your time.



Chatbot – Coming to CivicPlus Q1 2021

Launching to market in Q1, CivicPlus will offer a no code answer engine exclusive to CivicPlus. CivicPlus' chatbot uses website content to answer questions, instantly so you don't have to manage a separate knowledge base. The bot is local government optimized out of the box and offers robust reporting and product integrations. Additional scoping may be required.

EXHIBIT "B"

SCOPE OF SERVICES

DATED: March 22, 2021

EXHIBIT B SCOPE OF SERVICES

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-14321-1
Date: 1/28/2021 12:07 PM
Expires On: 3/22/2021
Product: CivicEngage

Client:
Los Alamitos CA - CivicEngage

Bill To:
Los Alamitos CA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	x	grover@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage 5 Annual	CivicEngage 5 Annual	Renewable
1.00	Hosting & Security Annual Fee	Hosting & Security Annual Fee	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS Hosting Setup (http://URL)	DNS Hosting Setup (http://URL)	One-time
1.00	DNS Hosting Annual Fee (http:// URL)	DNS Hosting Annual Fee (http://URL)	Renewable
1.00	Premium Implementation	Premium Implementation	One-time
50.00	Content Development - 1 Page	Content Development - 1 Page	One-time
4.00	CivicEngage System Training (4h, virtual)	System Training - Virtual, Half Day Block	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
3.00	Premium Department Header Package	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	
3.00	Premium Department Header Annual Fee	Premium Department Header Annual Fee	Renewable
3.00	Premium Department Header Implementation	Premium Department Header Implementation	One-time
1.00	4yr Redesign Premium Annual	4yr Redesign Premium Annual	Renewable

~~List Price - Year 1 Total~~	~~USD 41,263.00~~

Total Investment - Year 1	USD 25,000.01

Annual Recurring Services - Year 2	USD 6,864.00

Total Days of Quote:365

1. This Statement of Work ("Quote") shall be subject to the terms and conditions of the Professional Services Agreement to which this Quote is hereby attached as Exhibit B.

2. This Quote shall remain in effect for an initial term equal to 365 days from the date of signing (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this Quote will automatically renew for an additional 1-year renewal term(“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. The Total Investment - Year 1 will be invoiced upon signing of this Agreement.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of suchinvoice.

5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably beconstrued as time sensitive, such as calendar or blog content, during the Project Development.

6. **If** a Recurring Redesign line item is included with the Client's quote in this Agreement, starting after 48 months of continuous service under this Quote, Client shall be entitled to receive a redesign at no additional cost. Clientmay initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additionalmodules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite,and department headers included in this Quote only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottomof their web pages. Client understands that the pricing and any related discount structure provided under this Quote assumes such perpetual permission.

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 ITEM NUMBER: 10C

To: **Mayor Mark A. Chirco & 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 Traffic Signal Modification to Install Accessible Pedestrian Signal (APS) for Visually Impaired Pedestrian Project (CIP No. 19/20-06)**

SUMMARY

In an effort to improve upon pedestrian safety in the Old Town West neighborhood, the City Council approved a request to install visually impaired notification devices for pedestrian crossing at the intersection of Los Alamitos Boulevard and Florista Street. As this installation is now complete, 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 Public Contracts Codes.

RECOMMENDATIONS

1. Accept as complete the construction for the Traffic signal Modification to Install Accessible Pedestrian Signal (APS) for Visually Impaired Pedestrian Project (CIP No. 19/20-06) by Bear Electrical Solutions, Inc.; 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 $537.25, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

The plans and specifications for the Traffic signal Modification to Install Accessible Pedestrian Signal (APS) for Visually Impaired Pedestrian Project (CIP No. 19/20-06) were approved by City Council on 05/18/2020. The City Council approved the Award of Bid to Crosstown Electrical & Data, Inc on 08/17/2020. The project consisted of

installing the Accessible Pedestrian Signals (APS) system. The APS provides information in non-visual formats, such as audible tones, speech messages, and/or vibrating surfaces. APS improves pedestrian orientation to their travel direction and provides guidance to pedestrians who are visually impaired when crossing the signalized location. The APS system consists of electronic control equipment, mounting hardware, pushbuttons, and signage to provide accessible walk indication. Functionalities include audible speech message, pushbutton locator tones, tactile arrow, vibrotactile indications, tactile map of the crosswalk, pushbutton information message, etc.

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 Public Contracts Codes.

FISCAL IMPACT

The project had a total funding budget of $15,000 with the following breakdown of funding sources:

Budget Fiscal Year	Source	Amount
2019-20	Measure M	15,000

The project came in within budget and there were no change orders. The contractor's bid was $10,745.

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. 19/20-06 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 27383

for

Traffic Signal Modification to Install Accessible Pedestrian Signal (APS) for Visually Impaired Pedestrian Project – CIP 19/20-06

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 installed Accessible Pedestrian Signals (APS) for the Visually Impaired Pedestrian Project at the intersection of Florista St. and Los Alamitos Blvd.

4. The work was completed on 02/05/2021

5. The contractor was: Bear Electrical Solutions, Inc.

Dated 04/05/2021

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: 04/05/2021

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 ITEM NUMBER: 10D

To: **Mayor Mark A. Chirco & Members of the City Council**

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **City of Los Alamitos Active Transportation Plan Adoption**

SUMMARY

This report seeks City Council adoption of the draft "City of Los Alamitos Active Transportation Plan." The Active Transportation Plan (ATP) helps the City identify improvements to provide safer and more reliable mobility choices, whether that be walking, bicycling, taking transit, and driving or ridesharing.

RECOMMENDATION

Adopt Resolution No. 2021-04, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS ACTIVE TRANSPORTATION PLAN DATED FEBRUARY 26, 2021".

BACKGROUND

Over the past ten months, the City's ATP team has been developing the City's first Active Transportation Plan. As directed by the City Council, this effort has been undertaken with the goal of establishing a bike and pedestrian-friendly environment throughout Los Alamitos, while incorporating transit best practices, with the hope of encouraging residents to walk and bike to local parks, schools, and businesses. The adoption of such a plan will also allow the City to pursue grants related to the implementation of these projects.

The ATP will support and inform ActiveOC, a County-wide bike and pedestrian plan, being developed by the Orange County Transportation Authority (OCTA). Locally, the City's efforts are aimed at addressing specific issues related to the bicycle and pedestrian elements, Safe Routes to School (SRTS), and regional connections. Improving conditions for walking and bicycling within the City of Los Alamitos would provide residents with greater access to jobs, goods, and services without the use of an

automobile. Increasing the percentage of trips made by bicycling and walking will also reduce the overall Vehicle Miles Travelled (VMT) and Greenhouse Gas (GHG) emissions within the City.

DISCUSSION

The City's ATP team conducted three rounds of walking audits throughout the City. These visual observations have been compared to newly collected traffic count data in order to provide a "real world" assessment of the current conditions in Los Alamitos. Wishing to ensure the inclusion of local's knowledge of the area, one member from each of the City's related commissions were invited to participate in a Community Advisory Committee (CAC). These Commissioners, on behalf of their full Commissions, had the opportunity to share their knowledge and experience related to active transportation. The CAC meeting and subsequent public workshops provided opportunities for the Commissioners, as well as members of the public, to provide input and feedback regarding the different topics mentioned above in order to help shape the draft ATP document.

In addition to the public workshops, residents also had the opportunity to provide input through three different surveys conducted by the ATP team. Input included surveys completed by phone and online. This input helped to inform the project feasibility table and prioritization analysis for ATP projects that could potentially take place throughout the City.

If adopted, the Active Transportation Plan will assist the City Council in its deliberations regarding strategically investing in programs and projects aimed at making walking and bicycling safer and more convenient for residents. At a previous meeting, the City Council provided feedback on the draft document. Those comments are incorporated, and the plan is returned to the City Council for its consideration.

FISCAL IMPACT

This ATP was fully funded through a grant from the Southern California Association of Governments (SCAG).

Submitted by: Ron Noda, Acting Deputy City Manager
Fiscal Impacted Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachment: *1. Resolution No. 2021-04 – Los Alamitos Active Transportation Plan*
2. City of Los Alamitos' Active Transportation Plan Draft Report

RESOLUTION NO. 2021-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS ACTIVE TRANSPORTATION PLAN DATED FEBRUARY 26, 2021

WHEREAS, in 2016 the City of Los Alamitos applied for, and was awarded, participation in the Southern California Association of Government's (SCAG) 2016 Sustainability Planning Grant; and,

WHEREAS, with the monetary assistance awarded by this grant, the City developed its first Active Transportation Plan (ATP) with the goal of establishing a bike and pedestrian-friendly environment throughout the City, while incorporating transit best practices with the hope of encouraging residents to walk and bike to local parks, schools, and businesses; and,

WHEREAS, the resulting ATP will assist the Council in its deliberations regarding strategically investing in programs and projects aimed at making walking and bicycling safer and more convenient for residents; and,

WHEREAS, the adoption of the ATP will also allow the City to pursue grants related to the implementation of ATP projects; and,

WHEREAS, the City Council received a presentation, considered and provided direction on the ATP on February 16, 2021.

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

SECTION 1. The City Council hereby adopts and approves the City of Los Alamitos Active Transportation Plan (ATP), which is attached hereto as Exhibit "A".

SECTION 2. The City Manager is hereby authorized and directed to apply for and submit applications for grant programs to support the implementation of the ATP, and is authorized to submit any supporting documentation, and execute any amendments thereto, as may be required in furtherance of said grant applications,

SECTION 3. The City Manager is encouraged to add the projects identified in the ATP to the City's list of Capital Improvement Projects (CIP).

PASSED, APPROVED, AND ADOPTED this 19th day of April, 2021.

_____

Mark A. Chirco, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

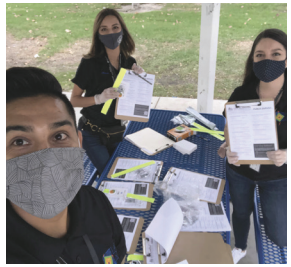
_____
Michael S. Daudt, City Attorney

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 19th of April, 2021, by the following vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Windmera Quintanar, MMC, City Clerk



City of Los Alamitos
ACTIVE TRANSPORTATION PLAN

My City ♥ My Los Al

FINAL REPORT
February 2021

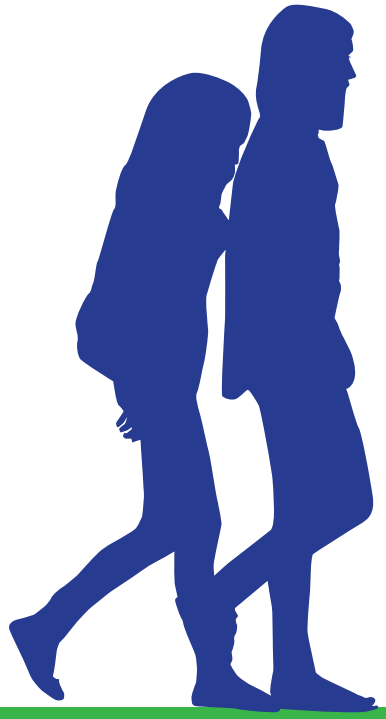
Acknowledgements

CITY OF LOS ALAMITOS
Ron Noda, Deputy City Manager
Tom Oliver, Associate Planner, Project Manager

SCAG
Dorothy Le Suchkova, Senior Regional Planner

KTUA
Joe Punsalan, Principal
Jacob Leon, Associate, Project Manager
Juan Alberto Bonilla, Senior Planner
Jorge Nozot, Planner
Sureena Basra, Planner

LATINO HEALTH ACCESS
Rosario Galeas, Outreach and Education Coordinator
Nallely Enriquez, Lead Community Health Worker



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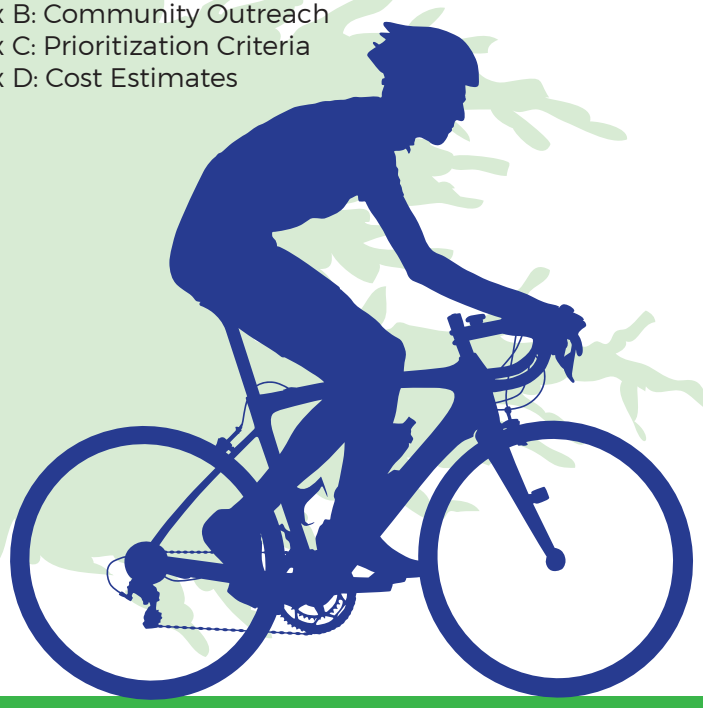

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Chapter 1
INTRODUCTION

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1.2 Study Area

1.3 Scope and Vision

1.4 Active Transportation Trends

1.5 Bicycling and Walking Benefits

1.6 Planning Context

1.7 State of Practice

1.8 Primary Guidance

1.9 Applicable Legislation

1.1 PURPOSE

This comprehensive Active Transportation Plan (ATP) provides the City of Los Alamitos the vision and goals to make their streets safer, more comfortable, and more enjoyable for their residents and visitors. The ATP addresses the needs of people that are dependent on walking, bicycling, and/or accessing transit every day throughout the city. The recommendations in this ATP are designed to support multi-modal travel infrastructure and programs for existing and future populations.

The ATP includes an inventory of existing bicycle and pedestrian infrastructure, identifies program deficiencies, establishes a list of prioritized improvements, and includes “grant-ready” materials for future grant opportunities.

1.2 STUDY AREA

The City of Los Alamitos is located in Orange County in Southern California, bordered by the cities of Cypress, Garden Grove, and Seal Beach in Orange County and the City of Long Beach in Los Angeles County, as shown in Figure 1-1. The Joint Forces Training Base (JFTB) represents roughly half of the land area within the city’s boundaries. Interstate 605 is the only major freeway running through Los Alamitos, connecting it to other regions in Southern California.

According to the 2018 United States Census, Los Alamitos has a population of 11,628 within its four-square mile city boundary. The city has a population density of 2,857 people per square mile in 4,326 households. Los Alamitos has a large Hispanic community with about 26 percent of the population identifying as Latino. In addition, over 83 percent of workers in Los Alamitos drive to work alone, while nine percent carpool. These statistics communicate the importance of improving the walking and biking infrastructure in the city. The ATP recognizes the importance of addressing barriers that prevent non-motorized trips from being safe, especially for the younger and lower-income populations who cannot afford, operate, or choose to forgo vehicle ownership.

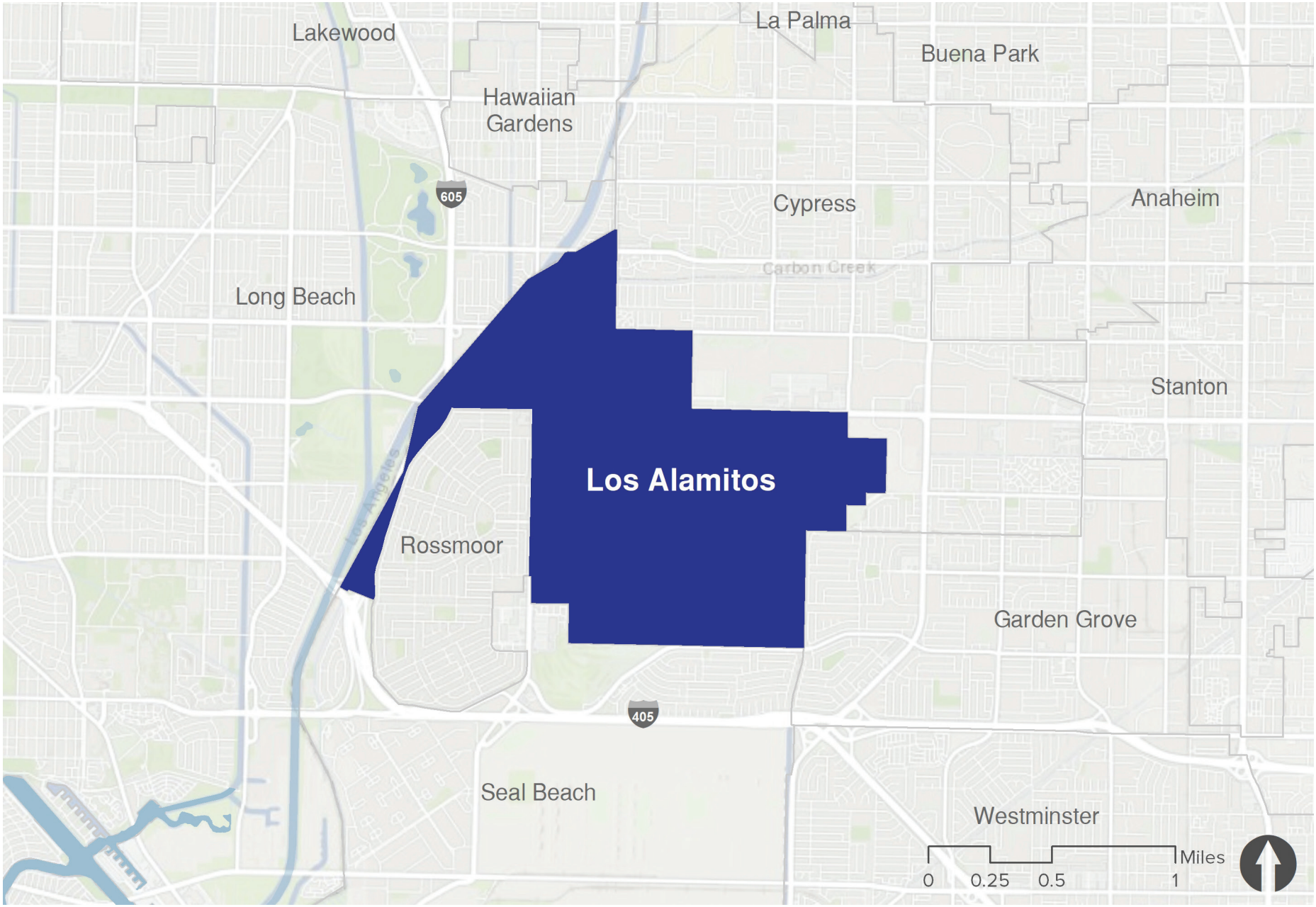


FIGURE 1-1: Location Map

1.3 SCOPE AND VISION

This ATP will guide the development of active transportation infrastructure programs and policies for Los Alamitos. The following objectives will guide the planning process to ensure a successful plan that everyone can support and work towards implementation:

1. Identify gaps and barriers, both perceived and actual, in the existing pedestrian and bicycling network where high priority corridors are disconnected.
2. Provide opportunities through community outreach and improvement projects to remove barriers and improve the network.
3. Engage with the community to gather local knowledge on existing challenges and opportunities.
4. Analyze the existing infrastructure around activity centers such as parks, schools, and commercial centers to determine appropriate solutions.
5. Develop a methodology for prioritizing projects that encourage walking and bicycling as viable transportation modes. Implementation of the ATP will improve community health as access to more active means of transportation (bicycling and walking) are developed. The public health will benefit from increased exercise, collision reduction, and reduction in GHG emissions through less vehicle miles traveled (VMT) as alternative methods are used and level of physical activity increases.
6. There will be an increased sense of pride in the community as a result of community engagement, social interaction, and participating in achieving a common goal.

1.4 ACTIVE TRANSPORTATION TRENDS

Many American cities were built on a foundation of auto-centric infrastructure, programs, and policies, but many of those same cities are embracing active transportation as a viable option to driving. Some of them are making minor improvements to support cycling and walking, while others are working hard to undo decades of planning that privileged motor vehicle throughput and speed above all else. Environmental, health, and economic benefits reinforce the task of retrofitting American cities to make them bicycle and pedestrian friendly. The movement to make cycling and walking viable transportation options are also supported by several recent pieces of California legislation.

Recent active transportation statistics and trends depict steps both forward and backward. For example, the Alliance for Biking and Walking released a Benchmarking Report in 2018 which communicated the importance of the distance between home and school. In the report, it is stated that while 35 percent of students who live less than a mile from school, walk or bike to school on most days, only two percent of students living two miles from school usually bike or walk to school.

Empty nesters, particularly as the number of baby boomers reaching retirement age accelerates, are also showing a strong preference for communities that support walking. American Association of Retired Persons (AARP) surveys found that 70 percent of respondents age 65 and older agreed that living near where they want to go, such as grocery stores, health care providers, libraries, and social or religious organizations, was extremely or very important. Additionally, 51 percent agreed that it was extremely or very important to be able to walk easily in their community.

There has also been a growing preference for new facility types that enhance pedestrian and bicyclist safety, particularly protected bicycle lanes physically separated from motor vehicle traffic. In addition, acknowledging that most trips Americans make are within one mile, it is important to assess the infrastructure and make a genuine effort to entice people to walk or bike to their destinations through enhanced facilities.

Since the outbreak of COVID-19 and the stay-at-home order, commuting patterns have changed. More workers have shifted to work remotely instead of commuting to their offices and other workspaces. This change has resulted in many people using alternative transportation for shorter trips and an increase in opportunity for outdoor recreation. According to a report from the San Diego Association of Governments (SANDAG), daily volumes of bike commuting has increased 42 percent across San Diego County during five months in 2020 compared to 2019. This trend is seen in many cities and some have closed roads for pedestrian and bicycle access only. With many people utilizing biking as an option for their commute, we may see electronic bikes and other bike-sharing programs arrive to cities to help people with farther commutes post-COVID-19.

1.5 BICYCLING AND WALKING BENEFITS

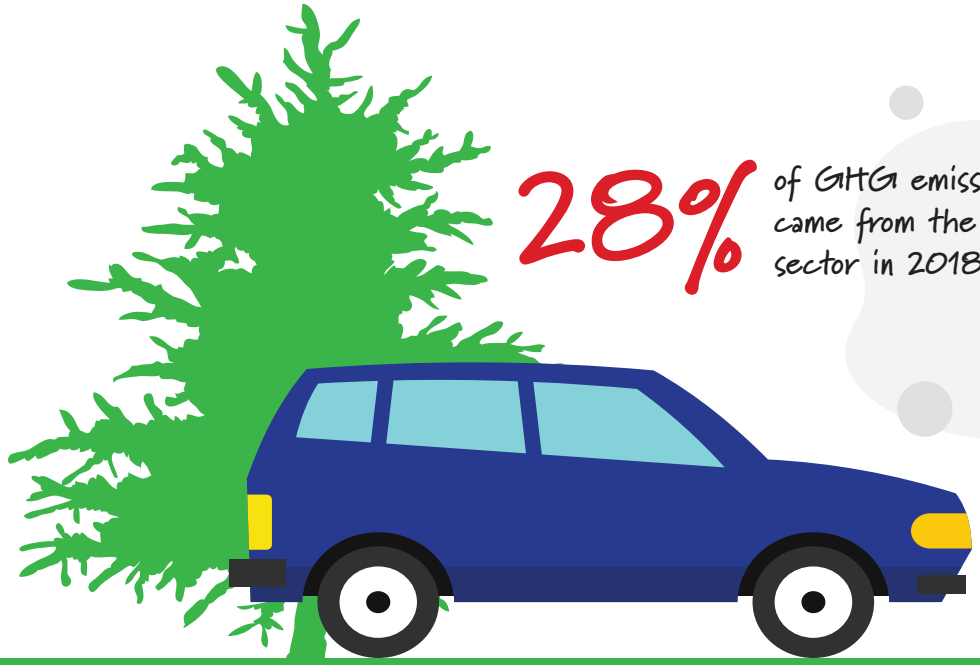
Numerous environmental, health, and economic benefits are attributable to bicycling and walking, especially as substitutes for travel by motor vehicles. This section summarizes these benefits, some from research by the Pedestrian and Bicycle Information Center (PBIC).

1.5.1 ENVIRONMENTAL BENEFITS

Active transportation via walking and biking results in decreased usage and dependency on motor vehicles and nonrenewable resources which can result in reduced greenhouse (GHG) gas emissions and air pollution. According to the United States Environmental Protection Agency (EPA), the transportation sector accounted for the largest portion of GHG emissions (28 percent) in the United States in 2018. Additionally, building infrastructure for vehicles, such as streets and parking lots, increases the impervious surface of an area which leads to stormwater runoff, urban flooding, and the urban heat island effect. Encouraging pedestrian and bike infrastructure provides an opportunity to integrate green infrastructure into street design and mitigate the urban heat island effect, stormwater runoff, and flooding, as well as promote pedestrian health and safety.

1.5.2 HEALTH BENEFITS

Despite dramatic strides in recent decades through regulations and technological improvements, vehicle emissions still pose a significant threat to human health. Vehicle-generated air pollution contains harmful GHG emissions including carbon dioxide, carbon monoxide, methane, nitrous oxide, and volatile organic compounds. These pollutants and irritants can cause asthma, bronchitis, pneumonia, and decreased resistance to respiratory infections. Taking steps to reduce these emissions is particularly important in the United States, which leads the world in petroleum consumption. The conversion of driving to bicycling or walking offers a great opportunity to reduce emissions and improve public health.



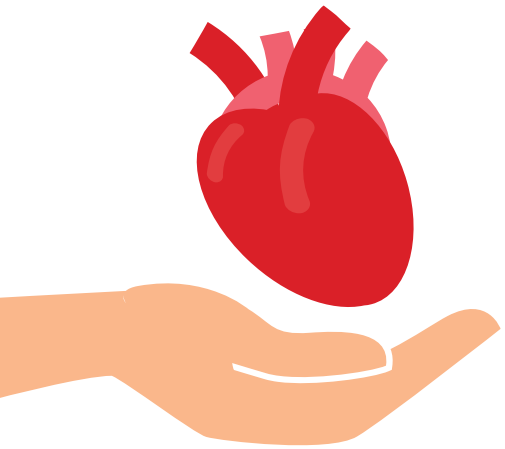
28% of GHG emissions in the US came from the transportation sector in 2018

Vehicle-generated air pollution are harmful and can cause:

- Asthma
- Bronchitis

- Pneumonia

- Decreased resistance to respirtaroty infections



Regular exercise also reduces the risk of:

- High blood pressure
- Heart attacks
- Strokes
- Non-insulin dependent diabetes
- Osteoarthritis
- Osteoporosis

In addition to the universal public health benefit, such as improved air quality, bicycling and walking have the potential to positively impact personal health. A significant percentage of Americans are overweight or obese and projections indicate 42 percent of the population will be obese by 2030. To combat this trend and prevent a variety of diseases and their associated societal costs, the Center for Disease Control (CDC) suggests a minimum of 30 minutes of moderate-intensity physical activity five days per week. Not only does cycling and brisk walking qualify as "moderate-intensity activities," but they can also be seamlessly integrated into daily routine, especially if chosen for utilitarian purposes like commuting or running errands.

According to Harvard Medical School, walking reduces the risk of cardiovascular events by 31 percent. Other health benefits associated with moderate activity like bicycling or walking include improved strength and stamina through better heart and lung function. Regular exercise also reduces the risk of high blood pressure, heart attacks, and strokes. In addition to heart disease, regular exercise can help to prevent other health problems, such as non-insulin dependent diabetes, osteoarthritis, and osteoporosis. Exercise has also been shown to improve mental health by relieving depression, anxiety, and stress. More importantly, in rural or low-income areas, many individuals may lack the opportunity to access gyms or fitness centers. Due to this, well-designed and located sidewalks, bike facilities, and shared use paths become even more critical in supporting community health.

The average annual cost of vehicle ownership comes out to $9,282

1.5.3 ECONOMIC BENEFITS

Bicycling infrastructure and programs have increasingly been shown to deliver economic benefits to both individuals and society at large. The benefits of bicycling may outweigh its costs. Bicycling offers obvious cost savings to individuals. Beyond the upfront cost of operating a vehicle are additional maintenance, insurance, and often parking expenses. In 2019, according to the American Automobile Association (AAA), the average annual cost of vehicle ownership comes out to $9,282, or $773.50 per month. That is the highest cost associated with new vehicle ownership since AAA began tracking expenses. The remaining costs of owning a vehicle extend far beyond maintenance and fuel.

Converting even a fraction of automobile trips to bicycling or walking trips can generate transportation-related savings, including reduced vehicle traffic congestion. Increased bicycling and walking also translates to health-related savings, for both individuals and taxpayers, in the form of less need for preventative care. More bicycling and walking have also been tied to increases in commercial and residential property values and retail sales. Shoppers who reach their destination by bicycle have been shown to make smaller purchases but shop more often and to spend more money overall. Shoppers who arrive by bicycle or on foot, because of their more limited range, are also more likely to support local businesses and do not require the space for parking a motor vehicle compared to those who drive.

Perhaps more compelling than reducing GHG emissions or combating the obesity epidemic, is the benefits bicycling has to offer in terms of quality of life. Bicycling is increasingly seen as a fun, low-cost, healthy, and sustainable way of getting around.

1.5.4 EQUITY

Historically, many low-income communities and underserved populations have been excluded from the transportation planning process and due to this, pedestrians and bicyclists are over-represented in crashes. An equitable transportation system promotes justice and helps facilitate access to opportunities for all residents. In order to achieve transportation equity, communities must participate in outreach so that they are able to address the inequalities of access and prioritize equity during all stages of the planning and implementation processes. This encompasses building an accessible, affordable, and reliable transportation network that effectively serves all users.

Transportation equity requires understanding the unique needs and safety concerns of different community backgrounds and providing enough resources to these communities. Numerous studies have shown that enhancing the ability of traditionally underserved populations to travel via nonmotorized modes, can possibly lead to improved outcomes in public health, safety, and economic development. In addition, this can also promote economic development and resource efficiency, strengthen neighborhood relationships, and encourage public transit services.

1.6 PLANNING CONTEXT

The ATP incorporates regional and local planning efforts that are directly related to walking, biking, and trails. These efforts range from long-range regional planning to neighborhood-specific plans. The following information summarizes the planning documents that were evaluated as part of ATP development.

1.6.1 LOS ALAMITOS GENERAL PLAN

The Los Alamitos General Plan is the primary citywide comprehensive plan that guides future growth. The General Plan contains goals and objectives to guide decisions and preserve the quality of life within the City of Los Alamitos. The Mobility and Circulation element contains goals that include creating a network of streets, bikeways, and pedestrian areas that promote the safe and efficient movement of people as well as creating safe and convenient access to schools and parks that promote healthy and active living. These specific goals contribute to the success of this ATP.

1.6.2 LOS ALAMITOS COMMERCIAL CORRIDORS PLAN

The Los Alamitos Commercial Corridors Plan studied the opportunity to revitalize two corridors- Katella Avenue and Los Alamitos Boulevard. Both corridors were widened to accommodate increasing traffic. This demonstration project analyzed and outlined actions the City took to benefit from the forthcoming Bus Rapid Transit routes and stations.

1.6.3 REGIONAL PLANNING EFFORTS

A review of several regional planning documents was completed to make sure previous efforts were built upon and conditions better known. The following is a list of the documents that were reviewed:

- SCAG RTP
- SCAG Sustainable Communities Strategy
- OCTA Commuter Bikeways Strategic Plan
- OCTA District 1 and 2 Bikeway Strategies

- OC Active
- OCTA Master Plan of Arterial Highways
- OCCOG Complete Streets Initiative

1.7 STATE OF PRACTICE

While pedestrians have long benefited from "routine accommodation," with amenities like sidewalks, curb ramps, crosswalks, dedicated signals, etc., it is only more recently that the state of practice for bicycle facilities in the United States has undergone a similar transformation. Much of this may be attributed to bicycling's changing role in the overall transportation system. Long viewed as an "alternative" mode, it is increasingly considered a legitimate transportation mode and one that should be actively promoted as a means of achieving environmental, social, and economic goals.

Recent research indicates that, beyond connectivity and convenience, "low-stress" bicycle facilities are essential to the increased acceptance and practice of daily bicycling. Facility types and specific design interventions intended to encourage ridership among the large "interested, but concerned" demographic, tend to be those that provide separation from high volume and high-speed vehicular traffic.

Just as the state of practice of bicycle facilities has evolved, so has the technical guidance. While bikeway design guidance in California has traditionally come from the State, especially Caltrans and the California Manual on Uniform Traffic Control Devices (CA MUTCD), cities are increasingly turning to national organizations for guidance on best practices. Primary organizations include the National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), and the Federal Highway Administration (FHWA).

Fortunately for California cities, there is increased flexibility in design guidance offered by both Caltrans and the FHWA. In 2014, Caltrans officially endorsed the NACTO Urban Street Design Guide and Urban Bikeway Design Guide as valuable toolkits for designing and constructing safe, attractive local streets. California cities may also apply for experimental designation from the FHWA for projects not in conformance with the CA MUTCD.

The guidance provided by these manuals supports the creation of more Complete Streets. The guidance is also supported by several pieces of important legislation. The following section provides a review of the state of practice for bicycle facilities, drawing on the AASHTO and NACTO guides. It also includes a discussion on Complete Streets/Routine Accommodation, as well as summaries of the relevant legislation at the local, regional, state, and national levels.

1.8 PRIMARY GUIDANCE

In 2014, the California Department of Transportation (Caltrans) updated the CA MUTCD to provide uniform standards and specifications for all official traffic control devices in California. This update is meant to implement Caltrans's 2014 mission to provide a safe, sustainable, integrated, and efficient transportation system to enhance California's economy and livability. The purpose of the CA MUTCD is to improve safety and mobility for all travelers by setting minimum standards and providing guidance intended to balance safety and convenience for everyone in traffic, including drivers, pedestrians, and bicyclists.

The CA MUTCD contains the basic principles that govern the design and use of traffic control devices that aim to promote highway safety and efficiency by providing for the orderly movement of all road users on streets, highways, bikeways, and private roads open to public travel. Multimodal policies for safer crossings, work zones, and intersections are integrated as part of the CA MUTCD, with improvements including:

- Crosswalks Enhancements Policy
- Temporary Traffic Control Plans
- Work Zone and Higher Fines Signs and Plaques
- Traffic Control for School Areas

Additionally, NACTO guidance was analyzed to ensure flexibility and innovation in the design and operations of streets and highways in California. Much of the guidance provided in the CA MUTCD is consistent with the NACTO Urban Bikeway Design Guide.

1.8.1 CALTRANS HIGHWAY DESIGN MANUAL, CHAPTER 1000: BICYCLE TRANSPORTATION DESIGN

Chapter 1000 of the Caltrans Highway Design Manual serves as the official design standard for bikeways in California. This chapter defines a "bikeway" as a facility that is provided primarily for bicycle travel and recognizes its importance in improving bicycling safety and convenience. Chapter 1000 intends to help accommodate motor vehicle and bicycle traffic on the roadway system, or as a complement to the road system to meet the needs of bicyclists. This chapter classifies bikeway facilities into five different types that include:

- Shared Roadway (No Bikeway Designation)
- Class I Bikeway (Bike Path)
- Class II Bikeway (Bike Lane)
- Class III Bikeway (Bike Route)
- Class IV Bikeways (Separated Bikeways)

However, Chapter 1000 states that these designations should not be construed as a hierarchy of bikeways since each bikeway type has its appropriate application. Additionally, this chapter only provides design guidance for Class I bike paths, Class III bike routes, as well as trails.

1.8.2 FHWA BIKE LANE PLANNING AND DESIGN GUIDE

This 2015 guide is the most recent national bike lane design guide and for many, the primary national resources for planning and designing bicycle facilities. It captures the state of practice of bicycle facility design within the street right of way. It provides a menu of design options covering typical one and two-way cycle tracks and provides detailed intersection design information covering topics such as turning movement operations, signalization, signage, and on-road markings.

1.8.3 FHWA BIKEWAY SELECTION GUIDE

This 2019 guide is an important complement to the 2015 FHWA Bike Lane Planning and Design Guide. It has a focus on designing for all ages and abilities. It gives the designer additional tools such as matrices, flow charts, and graphs that facilitate the design of the appropriate bikeway based both on roadway characteristics and the intended type of cyclist.

1.8.4 MASSDOT SEPARATED BIKE LANE PLANNING & DESIGN GUIDE

This guide draws on research and best practices from the United States and around the world to deliver a unique manual not covered in other manuals, such as protected intersections and cycle tracks within roundabouts. Although it is a state guide and not a national guide, the up-to-date information and the easy-to-read graphics make it an important reference guide for bicycle planners and designers.

1.8.5 AASHTO GUIDE TO BIKEWAY FACILITIES

The AASHTO bicycle and pedestrian design guides are important national resources for planning, designing, and operating bicycle and pedestrian facilities, especially for bike path design outside a typical road right of way that is not covered in other guides. The NACTO Urban Bikeway Design Guide and the Institute of Transportation Engineers (ITE) Designing Urban Walkable Thoroughfares Guide, builds upon the flexibilities provided in the AASHTO guides, which can help communities plan and design safe and convenient facilities for pedestrians and cyclists. FHWA supports the use of these resources to further develop non-motorized transportation networks, particularly in urban areas. Moreover, in August of 2013, the FHWA issued a memo on Bicycle and Pedestrian Facility Design Flexibility issuing their support for taking a flexible approach to bicycle and pedestrian facility design. Moving away from standards and towards flexibility in design using the designer's judgment is an important step towards contextual design, implementing the appropriate facility based on location and context.

1.8.6 NACTO URBAN BIKEWAY AND URBAN STREET DESIGN GUIDES

The NACTO guides represent the industry standard for innovative bicycle and streetscape facilities and treatments in the United States. In 2014, Caltrans officially endorsed the NACTO Urban Street Design Guide and Urban Bikeway Design Guide as valuable toolkits for designing and constructing safe, attractive local streets. NACTO is now endorsed by nine states in the U.S.

It is important to note that virtually all of the Urban Bikeway Design Guide design treatments (with two exceptions) are permitted under the Federal MUTCD. The NACTO Urban Street Design Guide is the more generalized of the two guides and organized into six sections. Each section is further subdivided, depending on the topic. The NACTO Urban Bikeway Design Guide is also organized into six sections, but its information is bicycle specific. For each section, it offers three levels of guidance: Required Features, Recommended Features, and Optional Features. The following section introduces the broad facility types included in the NACTO Urban Bikeway Design Guide.

1.8.7 NACTO TRANSIT STREET DESIGN GUIDE

As transit gains a more prominent role in cities, more people are using buses, streetcars, and light rail than ever before. As a result, street design is shifting to give transit the space it deserves. The NACTO Transit Street Design Guides provide design guidance for the development of transit facilities on streets, as well as for prioritizing transit, improving its service quality, and to support other related goals.

The majority of design elements included in this guide are consistent with MUTCD standards, including signage, markings, and signal elements that have received interim approval. These guidelines were developed using other design guidance as a basis, along with city case studies, best practices, research and evaluation of existing designs, and professional consensus.

1.8.8 NACTO URBAN STREET STORMWATER GUIDE

The NACTO Urban Street Stormwater Guide provides guidelines on how to create resilient cities that are better prepared for climate change while creating public spaces that deliver social and economic value to these places. This guide focuses on green infrastructure within urban streets, including the design and engineering of stormwater management practices that support and improve mobility. It also intends to reduce the impacts of runoff and human activity on natural ecological processes.

One of the main goals of this guide is to encourage interdepartmental partnerships around sustainable infrastructure, which includes communicating the benefits of such projects. However, this guide does not address stormwater management strategies on private property, nor does it address drainage and infiltration around controlled-access highways.

1.8.9 COMPLETE STREETS AND ROUTINE ACCOMMODATION

An adopted Active Transportation Plan provides a roadmap to support planning and implementing a bicycle and pedestrian network, can help to integrate bicycle and pedestrian planning into broader planning efforts, and is required for State funding of bikeway and pedestrian projects.

For many cities, however, a bicycle and pedestrian plan alone is not enough to ensure the implementation of the plan's goals and projects. A hurdle many cities face is that their various plans are not well integrated. Despite many cities' attempts to support a "Complete Streets approach," entrenched and often contradictory policies can make implementation difficult. For instance, an ATP, an ADA transition plan, and a specific plan may address the same area, but ignore each other's recommendations. One plan may identify a certain project, but it may not be implementable due to prevailing policies and practices that prioritize vehicular flow and parking over other modes.

An adopted Complete Streets policy has the potential to address these shortcomings through the designation of some important corridors as Complete Streets, accommodating all roadway users, and other corridors as priority corridors for certain modes. A system that assigns priority for different modes to specific corridors, offset from one another, is referred to as a layered network.

Efforts to implement Complete Streets policy often highlight other significant obstacles, chief among them documents defining "significant impacts" to traffic, acceptable vehicular "Level of Service" thresholds, and parking requirements. Drafting a Complete Streets policy often means identifying roadblocks like these and ultimately mandating increased flexibility to allow for the creation of a more balanced transportation system. In the case of an ATP, the network identified could become the bicycle and pedestrian layers. Identification in such a plan, reiteration within a Complete Streets policy framework, and exemption from traditional traffic analyses can make implementation more likely and much more affordable.

Legislative support for Complete Streets can be found at the State level (AB-1358) and is being developed at the national level (HR-2468). As explained in further detail in the following section on applicable legislation, AB-1358 requires cities and counties to incorporate Complete Streets in their general plan updates and directs the State Office of Planning Research (OPR) to include Complete Streets principles in its update of guidelines for general plan circulation elements. Examples of best practices in Complete Streets Policies from around the United States can be found at: http://www.smartgrowthamerica.org/complete-streets-2013-analysis.

1.9 APPLICABLE LEGISLATION

Several pieces of legislation support increased bicycling and walking in the State of California. Much of the legislation addresses GHG reduction and employs bicycling and walking as a means to achieve reduction targets. Other legislation highlights the intrinsic worth of bicycling and walking and treats the safe and convenient accommodation of bicyclists and walkers as a matter of equity. The most relevant legislation concerning bicycle and pedestrian policy, planning, infrastructure, and programs are listed below. Descriptions for each legislation can be found in Appendix A.

State Legislation and Policies

- AB-32 California Global Warming Solutions Act
- SB-127 Complete Streets Bill
- SB 1000 Planning for Healthy Communities Act
- SB-375 Redesigning Communities to Reduce Greenhouse Gases
- AB-1358 Complete Streets Act
- AB-1581 Bicycle and Motorcycle Traffic Signal Actuation
- AB-1371 Passing Distance/Three Feet for Safety Act
- SB-743 CEQA Reform
- CEQA for Bicycle and Pedestrian Plans
- AB-1193 Bikeways
- Design Information Bulletin 89-01

- SB-1 Transportation Funding
- SB-672 Traffic-Actuated Signals: Motorcycles and Bicycles
- SB-760 Transportation Funding: Active Transportation: Complete Streets
- AB-1218 California Environmental Quality Act Exemption: Bicycle Transportation Plans
- Caltrans' Deputy Directive 64-R2
- AB 902 Traffic Violations and Diversion Programs
- AB 1096 Electric Bicycles as Vehicles
- AB-390 Pedestrian Crossing Signals
- AB-285 Forecast Impacts of Emerging Technologies
- AB-1266 Bicycle Guidance Signs Through an Intersection
- SB-400 Clean Cars 4 All Program
- Executive Order N-19-19

Federal Legislation

- Safe Streets Act (S-2004/HR-2468)
- Interim Approval for Optional Use of an Intersection Bicycle Box (IA-18)

Chapter 2
EXISTING CONDITIONS

2.1 Existing Conditions Overview

2.2 Demographics

2.3 Transportation Mode Share

2.4 Existing Land Use and Activity Centers

2.5 Street Classification

2.6 Existing Bicycle Facilities

2.7 Transit Routes and Stops

2.8 Analysis

2.9 Walk Audit Results

2.1 EXISTING CONDITIONS OVERVIEW

Understanding the existing roadway conditions, demographics, land use, and other context-sensitive information in Los Alamitos and the adjacent region is imperative for planning for its future. This chapter summarizes various datasets used to provide meaningful discussions on how each of the topics support or impede pedestrian and bicycle facility development within the city.

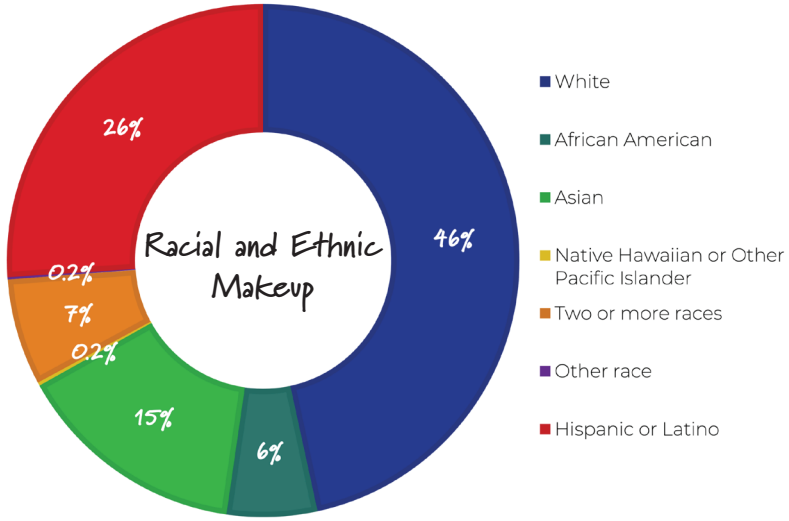
This chapter also includes sections on Los Alamitos's land use, various relevant datasets such as bicycle and pedestrian collisions, and existing infrastructure. In addition to physical characteristics, data from the 2018 U.S. Census projection were used to analyze the demographic and commuting characteristics of the city's residents. Each dataset provides valuable information that contributes to the comprehensive understanding of the street network and how to improve it.

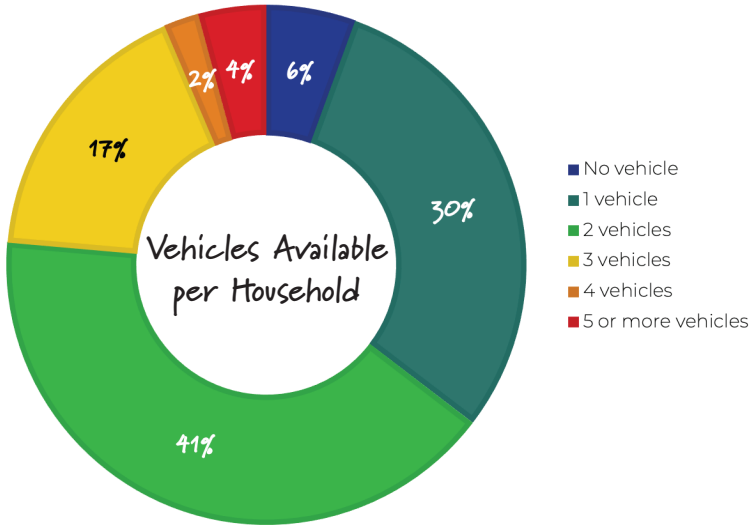
2.2 DEMOGRAPHICS

According to the 2018 U.S. Census projection, Los Alamitos has a population of 11,628 within its four-square mile city boundary. The city has a population density of 2,857 people per square mile in 4,184 households.

The population of Los Alamitos is relatively middle age with 59 percent of the population being between the ages of 20 to 64 years old, while only 16 percent being classified as seniors (over the age of 65). The racial and ethnic makeup in Los Alamitos is 46 percent White, six percent African American, 15 percent Asian, 0.2 percent Native Hawaiian or other Pacific Islander, seven percent two or more races, and 0.2 percent another race. Twenty six percent is Hispanic or Latino.

The median household income is $84,068. Of the households surveyed in 2018, a majority of households have access to one or more vehicles, with six percent reporting lacking access to a vehicle.





2.3 TRANSPORTATION MODE SHARE

According to the 2018 U.S. Census, there are an estimated 5,490 workers in Los Alamitos. Mode splits for workers' commute trips are:

- Car: 77.8 percent
- Carpool: 8.8 percent
- Transit: 1.9 percent
- Walk: 3.1 percent
- Bicycle: 0.5 percent
- Work from Home: 7.3 percent
- Other Means: 0.6 percent

Approximately 86.6 percent of workers in Los Alamitos drive to work. This suggests that investments in transit and other mobility choices should be done to reduce employee commuter trips and reduce traffic congestion in Los Alamitos.

2.3.1 WALKING MODE SHARE

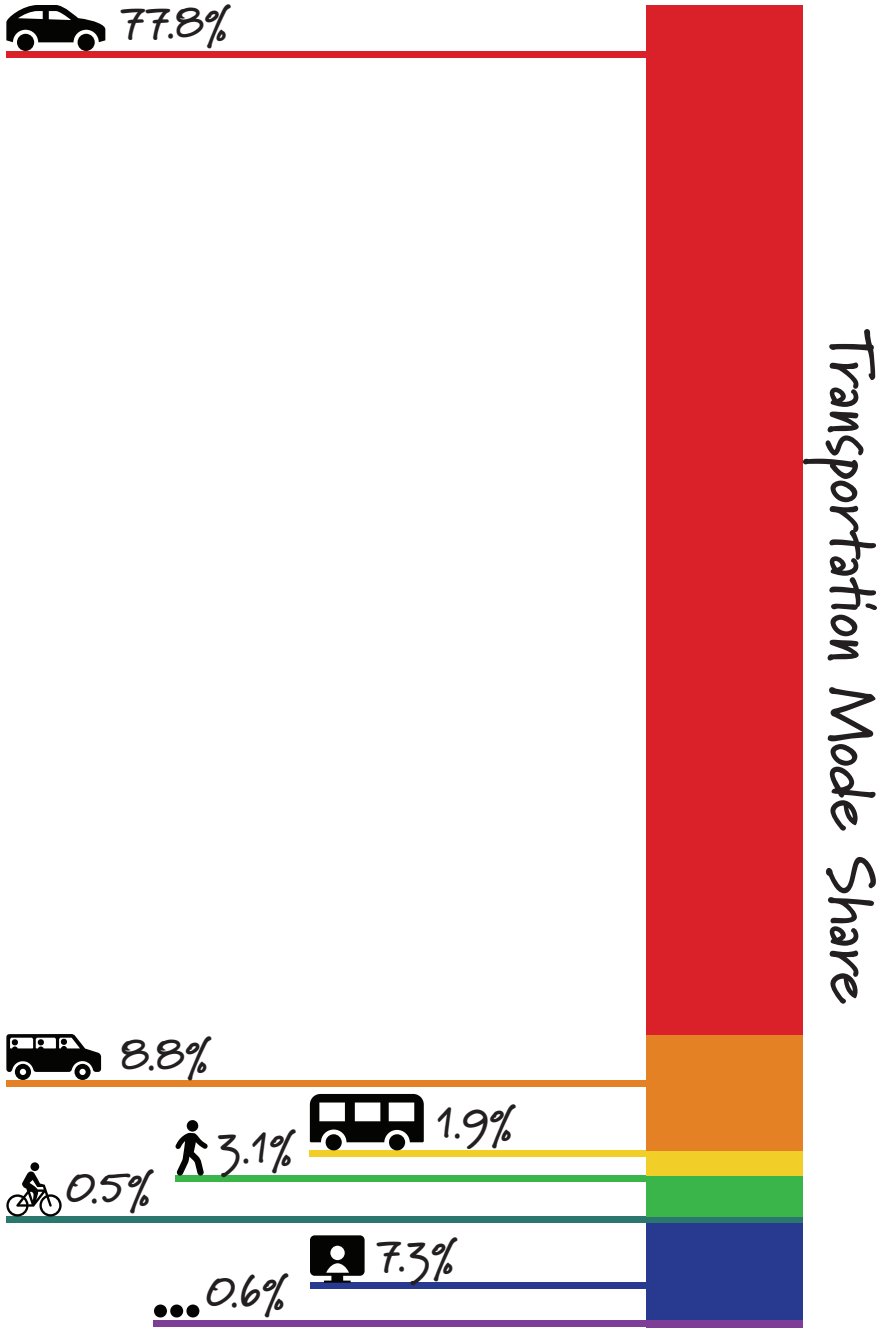
The walking mode share measures the percentage of workers aged 16 years and over who commute to work by foot. Mode share reflects how well infrastructure and land-use patterns support travel to work by foot. In the city, walking mode share patterns are connected to the relative proximity of housing to employment centers.

2.3.2 BICYCLING MODE SHARE

Similar to the walking mode share, bicycling mode share measures the percentage of resident workers aged 16 years and over who commute to work by bicycle.

2.3.3 PUBLIC TRANSIT MODE SHARE

Transit mode share measures the percentage of workers aged 16 years and over who commute to work by transit. This mode share reflects how well first mile-last mile infrastructure, transit routes, and land-use patterns support travel to work by transit.



2.4 EXISTING LAND USE AND ACTIVITY CENTERS

Los Alamitos is a small community surrounded by the cities of Cypress, Garden Grove, and Seal Beach in Orange County and the City of Long Beach in Los Angeles County. The Joint Forces Training Base (JFTB) represents nearly half of the land area within the City boundaries.

Existing land use patterns in Los Alamitos are defined by medium-density residential development interspersed with pockets of other land uses, that include commercial and services, mixed use, industrial, and public/transportation facilities (refer to Figure 2-1). The concentrations of commercial retail and office occur primarily along major thoroughfares, including Cerritos Avenue, Los Alamitos Boulevard, and Katella Avenue. Concentrations of industrial facilities can be found on Cerritos Avenue, Bloomfield Avenue, and Katella Avenue. Areas of activity can be found along Katella Avenue, Los Alamitos Boulevard, and Bloomfield Street.

In order to be eligible for State funding, a city's bicycle and pedestrian plan must address connections between specific activity center types. These activity centers are essential destinations, including the community's major employers, office buildings, industrial sites, government sites, retail centers, hospitals, tourist attractions, schools and parks. Identifying these centers, and their draw for the community, is essential to creating useful bicycle and pedestrian networks. It is important to site facilities that connect the places people actually want to frequent.

Commercial land uses

Joint Forces Training Base entrance

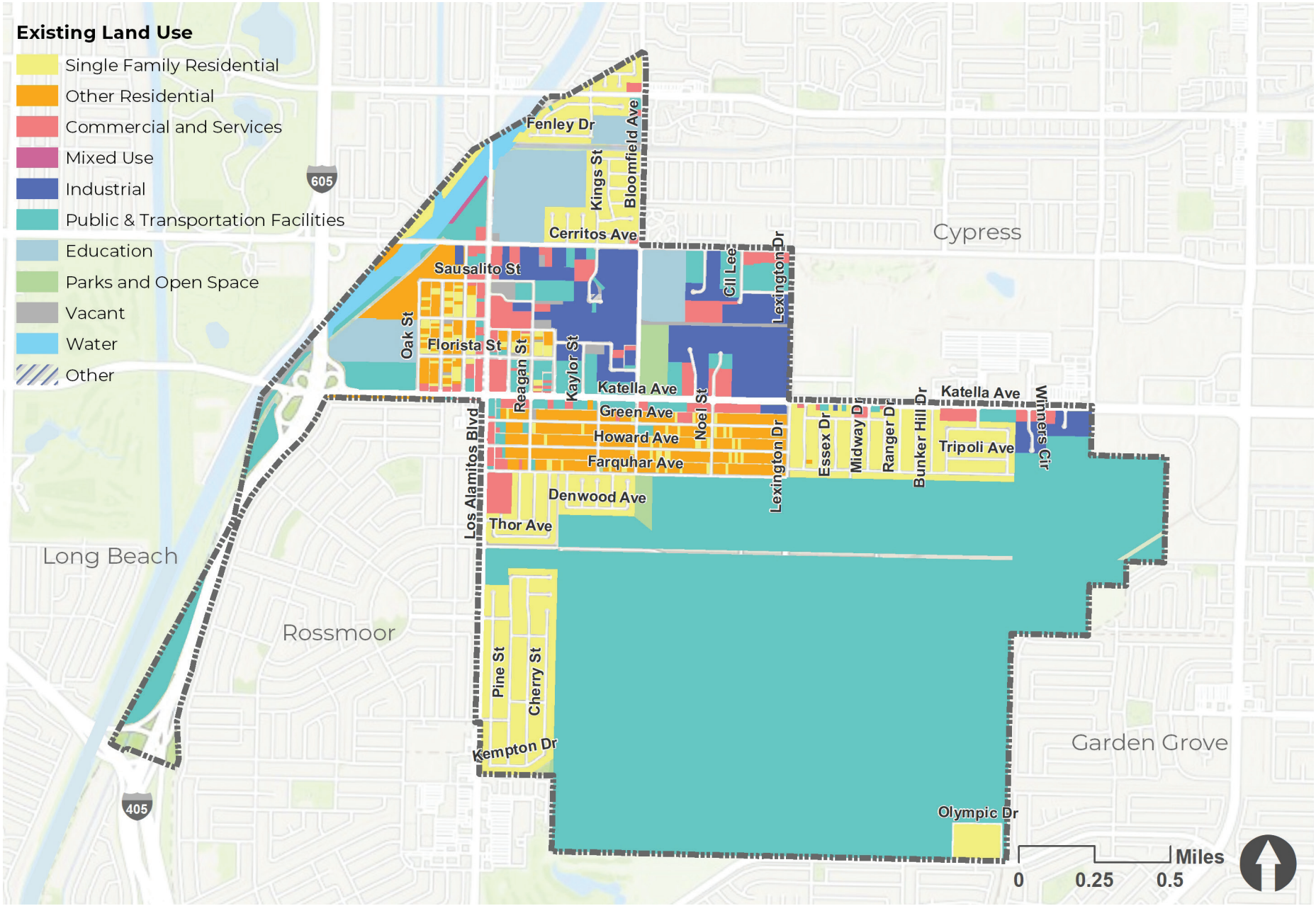


FIGURE 2-1: Existing Land Uses

Source: SCAG, 2016

2.5 STREET CLASSIFICATION

The streets in Los Alamitos are classified into a number of different categories, including smart streets, major arterials, primary arterial, secondary arterial, and collector streets. Regional access to Los Alamitos is provided by a number of highways including Interstates 405 and 605 and State Route 22. Access throughout the city is provided by the major arterial roadways including Katella Avenue, Cerritos Avenue, Ball Road, Los Alamitos Boulevard, and Bloomfield Avenue. The prevalence of major arterials within Los Alamitos, as shown in Figure 2-2, underscores the need for defined facilities along the roadways with higher lane counts as they typically experience higher traffic volumes. It also identifies connector streets that may be good alternatives for bicycle facilities given their low lane count. The roadways were analysed further to determine suitability.

2.5.1 AVERAGE DAILY TRIPS

Average daily trips (ADT) is a tool used to measure vehicle traffic load on a section of a road. Essentially, it measures how busy a road is based on the number of vehicular trips in both directions. ADT counts can be provided by day of week and by time of day and can help determine the inclusion or exclusion of bicycle facility types and enhanced amenities for pedestrians. Studies show that most bicyclists and pedestrians tend to prefer roadways with relatively low motor vehicle traffic volumes and speeds. Within the context of bicycle and pedestrian facility planning, the FHWA defines high traffic volumes as more than 12,000 vehicles per day. Figure 2-3 on page 20 displays average daily trips in Los Alamitos. According to this map, Lexington Drive, a secondary arterial, has segments with less than 8,000 daily trips. On the contrary, Cerritos Avenue, Los Alamitos Boulevard, and Katella Avenue have segments exceeding 25,000 daily trips. Bicycle and pedestrian safety should be prioritized along these busy corridors, especially if there are proposed bicycle routes.

2.5.2 SPEED LIMITS

The majority of Los Alamitos busier corridors including Katella Avenue, Cerritos Avenue, Ball Road, Los Alamitos Boulevard, and Avenue have posted speed limits of 25, 35, and 45 miles per hour (mph). None of the streets within Los Alamitos have posted speeds of 50 mph or above. Besides the high-volume streets, the city's low speed streets have a posted speed limit of 25 mph, which makes them conducive to bicycle facilities, such as bicycle boulevards and neighborhood greenways, or shared bicycle routes, as shown in Figure 2-4 on page 21.

Los Alamitos Boulevard

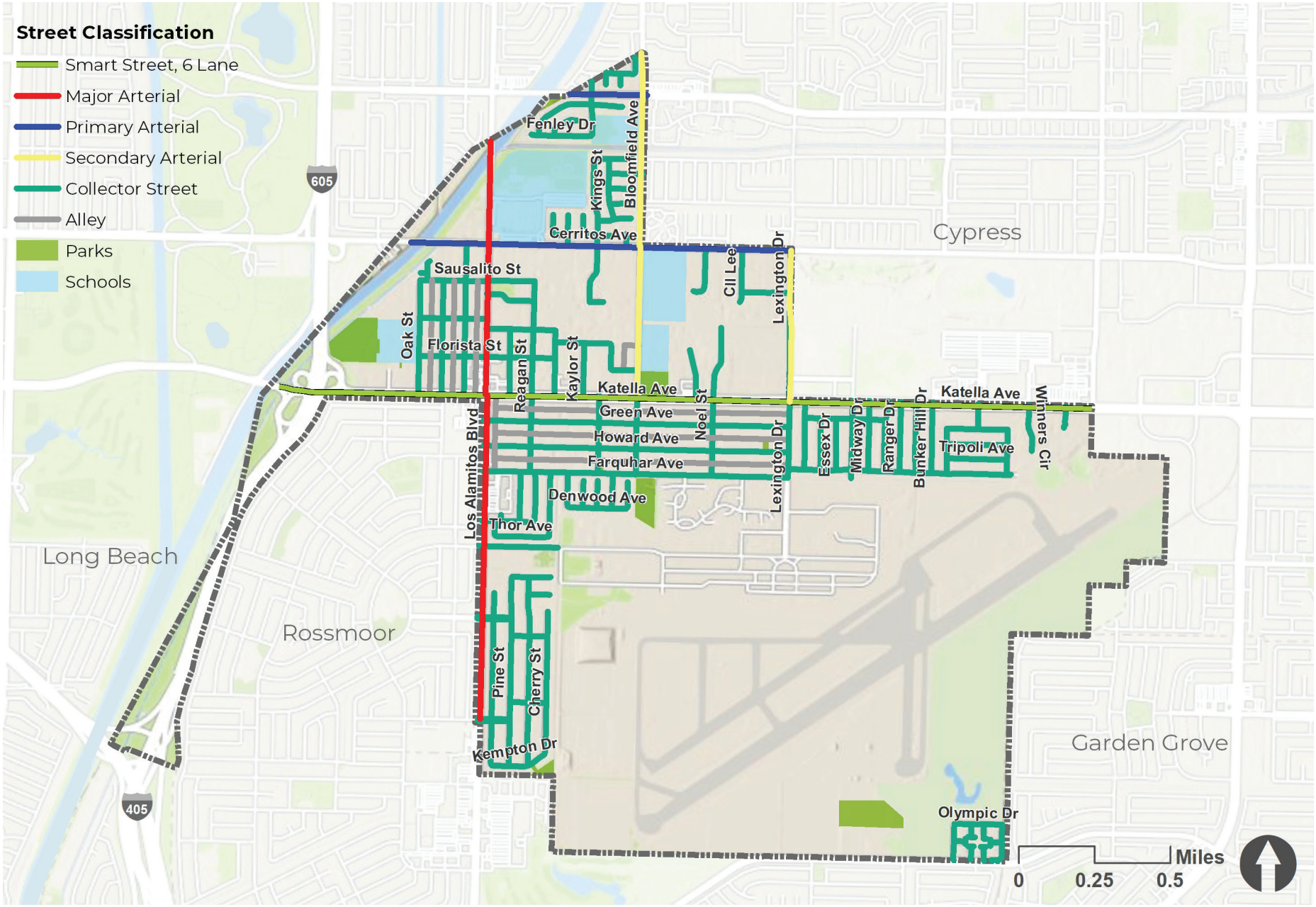


FIGURE 2-2: Street Classification

Source: City of Los Alamitos, 2015

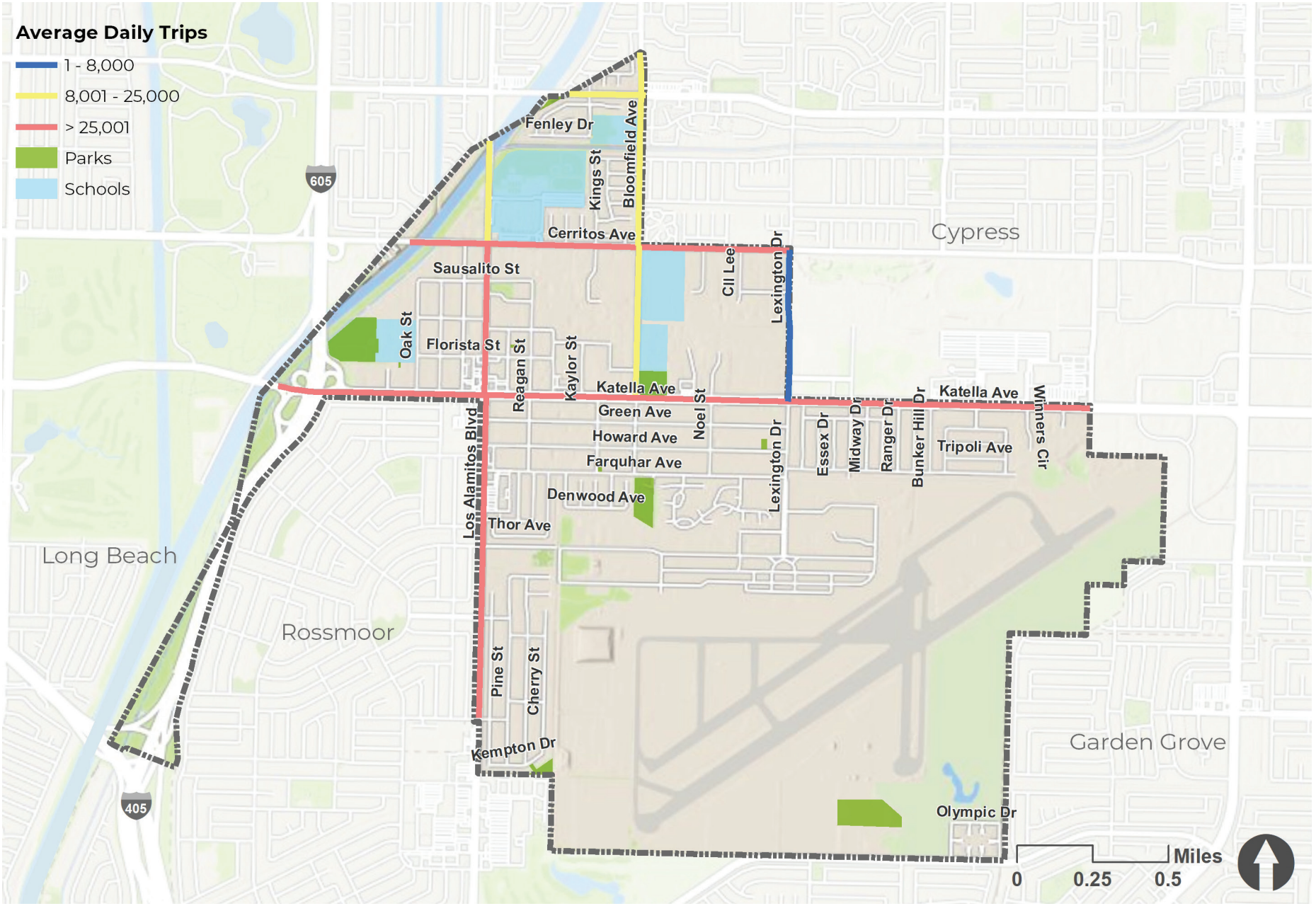


FIGURE 2-3: Average Daily Trips

Source: City of Los Alamitos, 2015

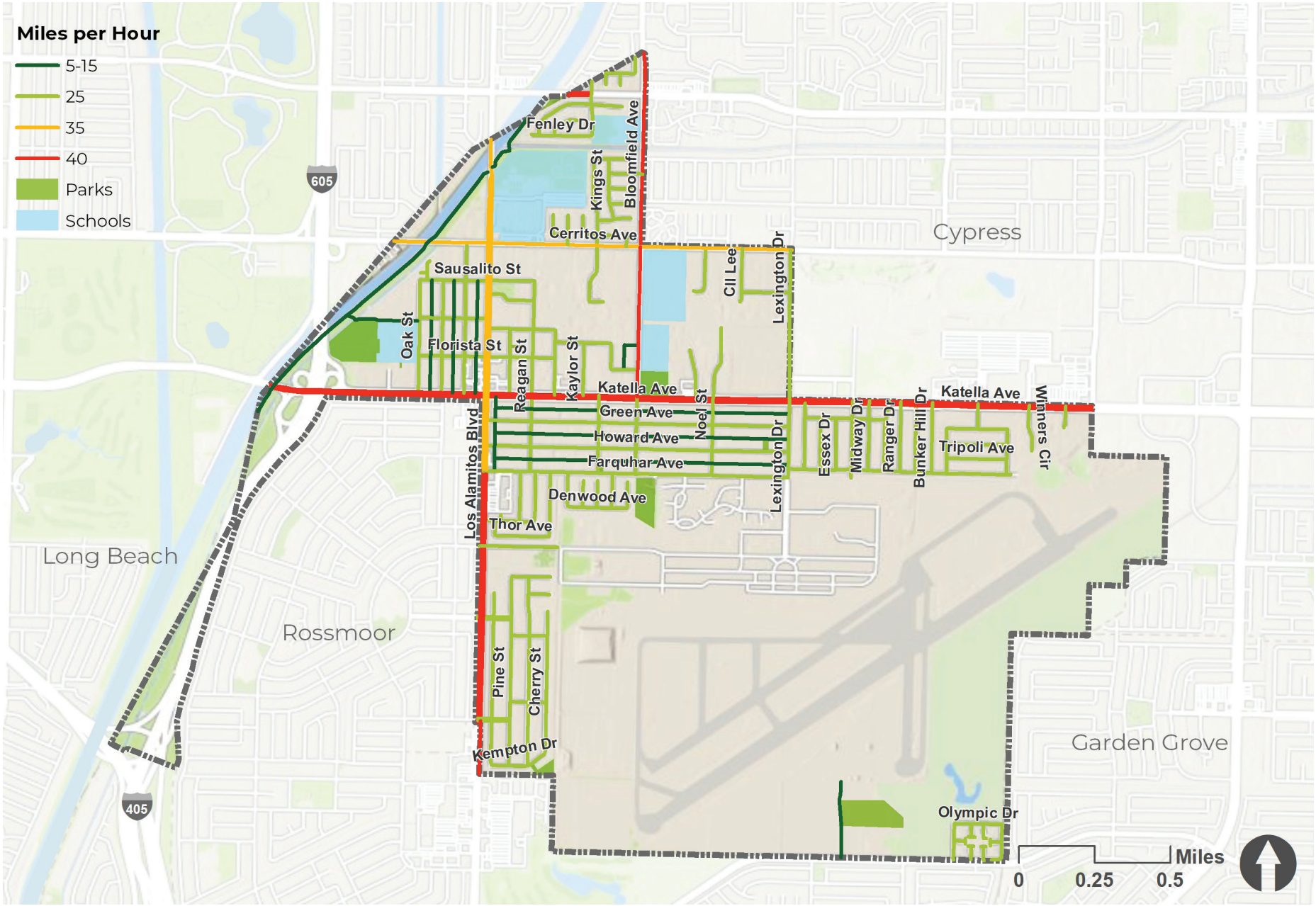


FIGURE 2-4: Speed Limits

Source: KTUA, 2020

2.6 EXISTING BICYCLE FACILITIES

The existing bicycle facility network in Los Alamitos is comprised of multi-use paths, bicycle lanes, and bicycle routes making up 4.5 miles of existing bikeways, as shown in Figure 2-5. Thirty-eight percent of the existing infrastructure are bike routes and most of them are along Cerritos Avenue, Bloomfield Avenue, and Catalina Street. This network was analyzed for connectivity within the city and with other surrounding jurisdictions and was presented to the City as well as stakeholders to gather additional input on routes they felt were important and which should move forward as recommendations.

Class II bicycle lane along Bloomfield Avenue

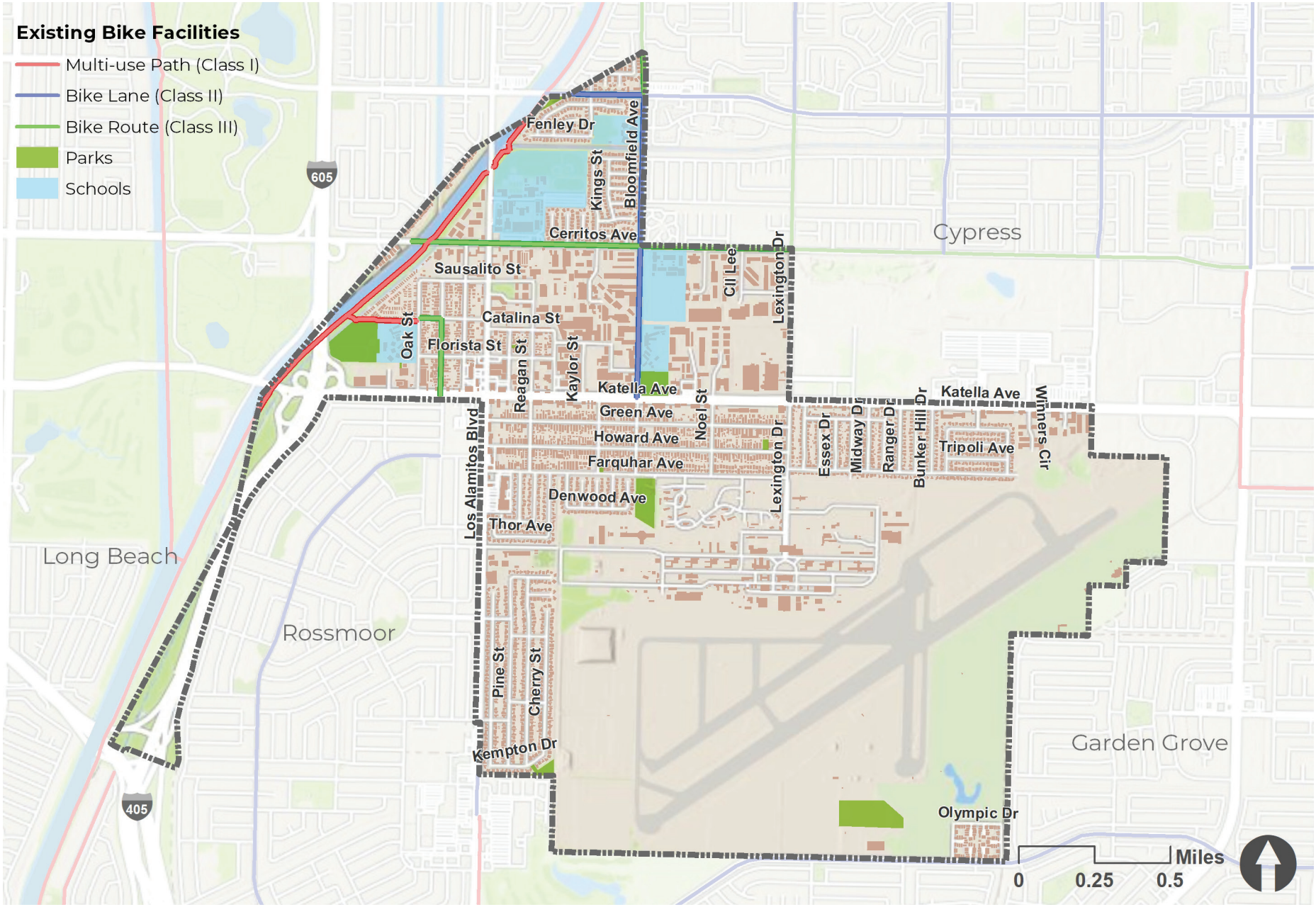


FIGURE 2-5: Existing Bicycle Facilities

Source: OCTA, 2020

2.7 TRANSIT ROUTES AND STOPS

The Orange County Transportation Authority (OCTA) provides transit service throughout the city, as shown in Figure 2-6. Local bus routes provide service along Los Alamitos Boulevard, Bloomfield Street, Katella Avenue, and Cerritos Avenue. There are seven routes within the city which include OCTA Bus Line 42, OCTA Bus Line 46, OCTA Bus Line 50, LBT Bus Line 102, LBT Bus Line 104, OCTA Bus Line 211, and OCTA Bus Line 701.

There are no passenger rail lines through the City of Los Alamitos. The nearest passenger rail lines are west of the City near Long Beach (Metro Blue Line) and north of the city near Norwalk and Santa Fe Springs (Metro Green Line). Buena Park offers the closest Metrolink station (Orange County Line) and Amtrak service (Pacific Surfliner).

There are 37 bus stops in Los Alamitos. As part of the analysis, these routes and stops were collected to ensure improving access to them was integrated into the plan as major destinations. Approximately 1.9 percent of workers in Los Alamitos use public transit as their primary mode of transportation.

OCTA bus stop at Los Alamitos Boulevard and Rossmoor Way

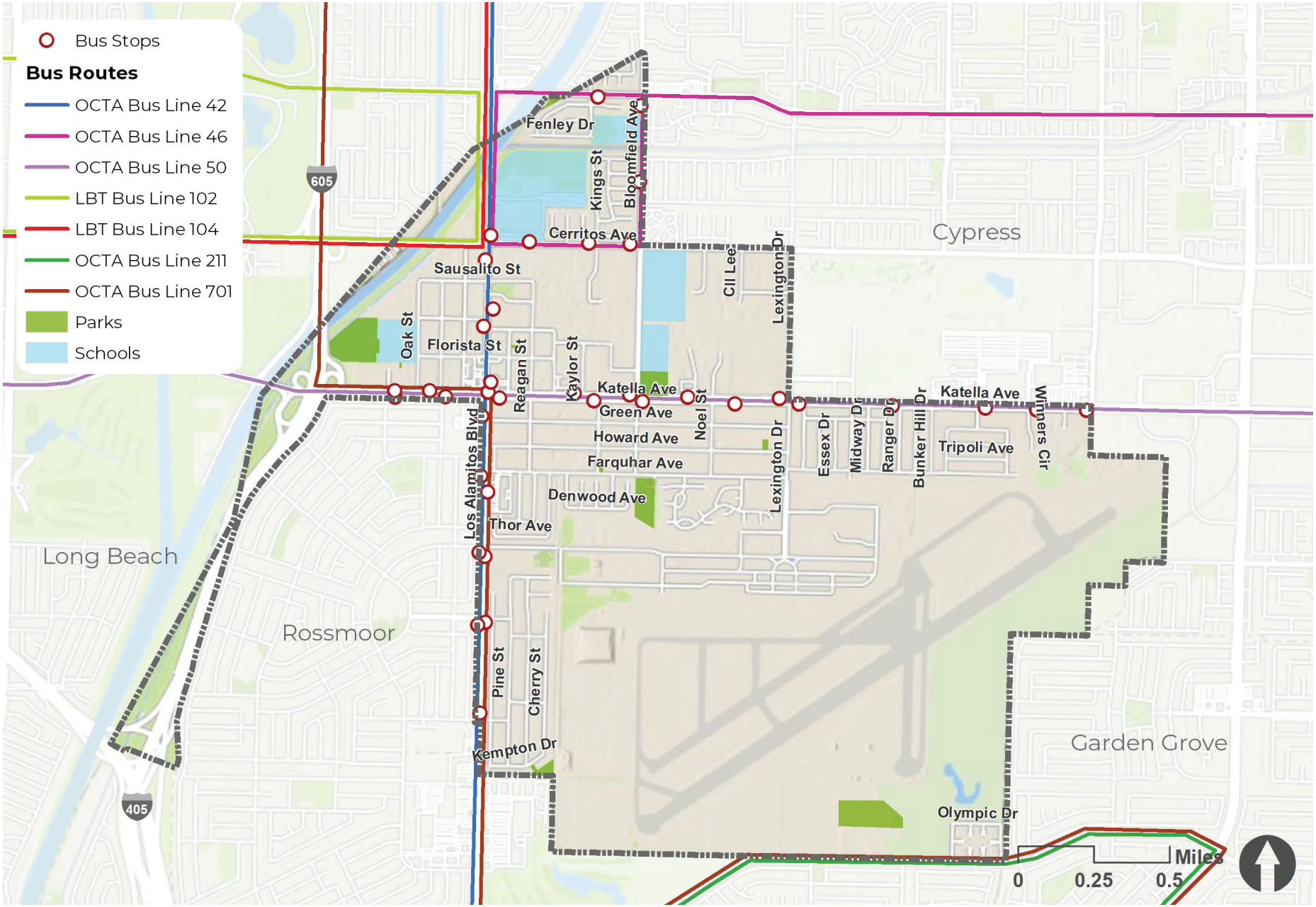


FIGURE 2-6: Transit Routes and Stops

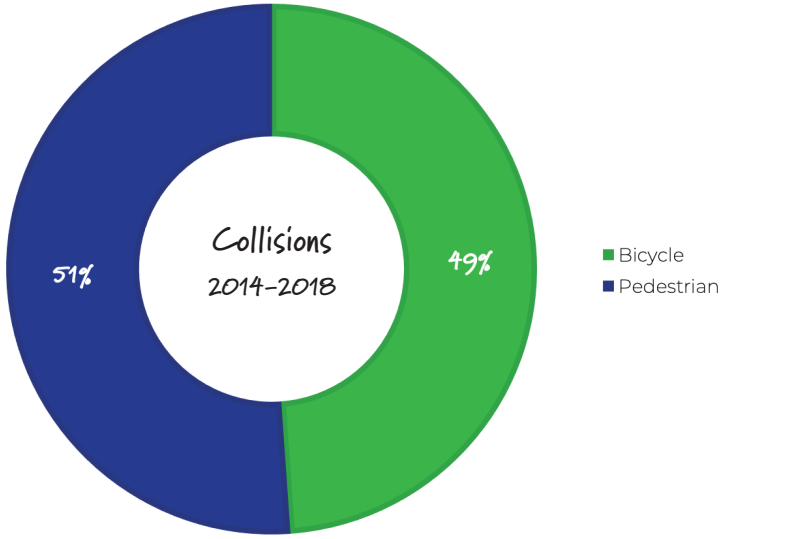
Source: OCTA, 2020

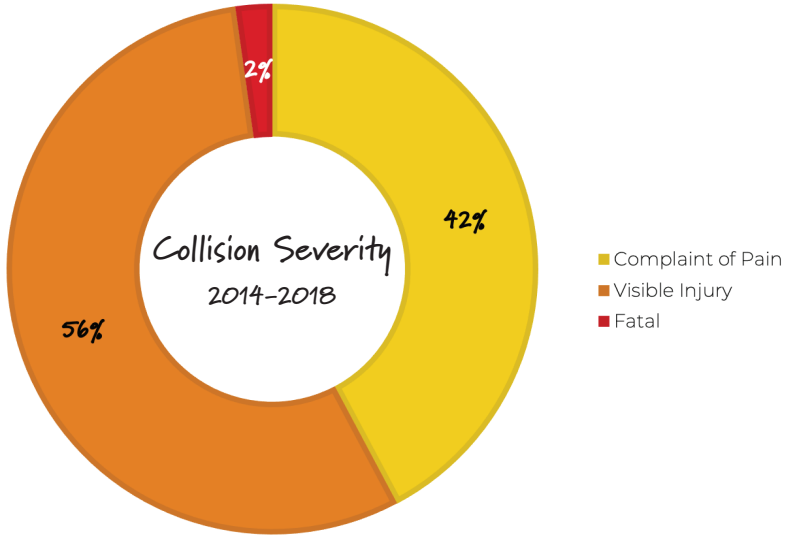
2.8 ANALYSIS

To develop this ATP, a thorough analysis of existing conditions in Los Alamitos was conducted that involved GIS analyses, field work, online community outreach, and virtual meetings with City staff to gather data and input. GIS-specific analyses involved processing datasets from the city and open source databases, such as the Transportation Injury Mapping System (TIMS) and combining them to reveal patterns and relationships within Los Alamitos.

2.8.1 BICYCLE AND PEDESTRIAN COLLISION ANALYSIS

Bicycle and pedestrian collision data were obtained from the Transportation Injury Mapping System (TIMS) collision dataset, which captures reported bicycle-vehicle, pedestrian-vehicle, and bicycle-pedestrian collisions that resulted in injury or property damage in Los Alamitos in the five-year period of 2014 through 2018. Collision density and locations data are displayed on Figure 2-7. Collisions on off-street paths are not reported in the dataset. It is important to note that collisions involving bicyclists and pedestrians are known to be under-reported, and therefore such collisions are likely under-represented in this analysis. In these past five years there were 22 bicycle-related collisions and 23 pedestrian-related collisions, one of which resulted in fatality. The bulk of both collision types resulted in complaint of pain (42 percent) and visible injury (56 percent), with two percent resulting in death. According to the map, areas of high collision density occur along Los Alamitos Boulevard and Katella Avenue.





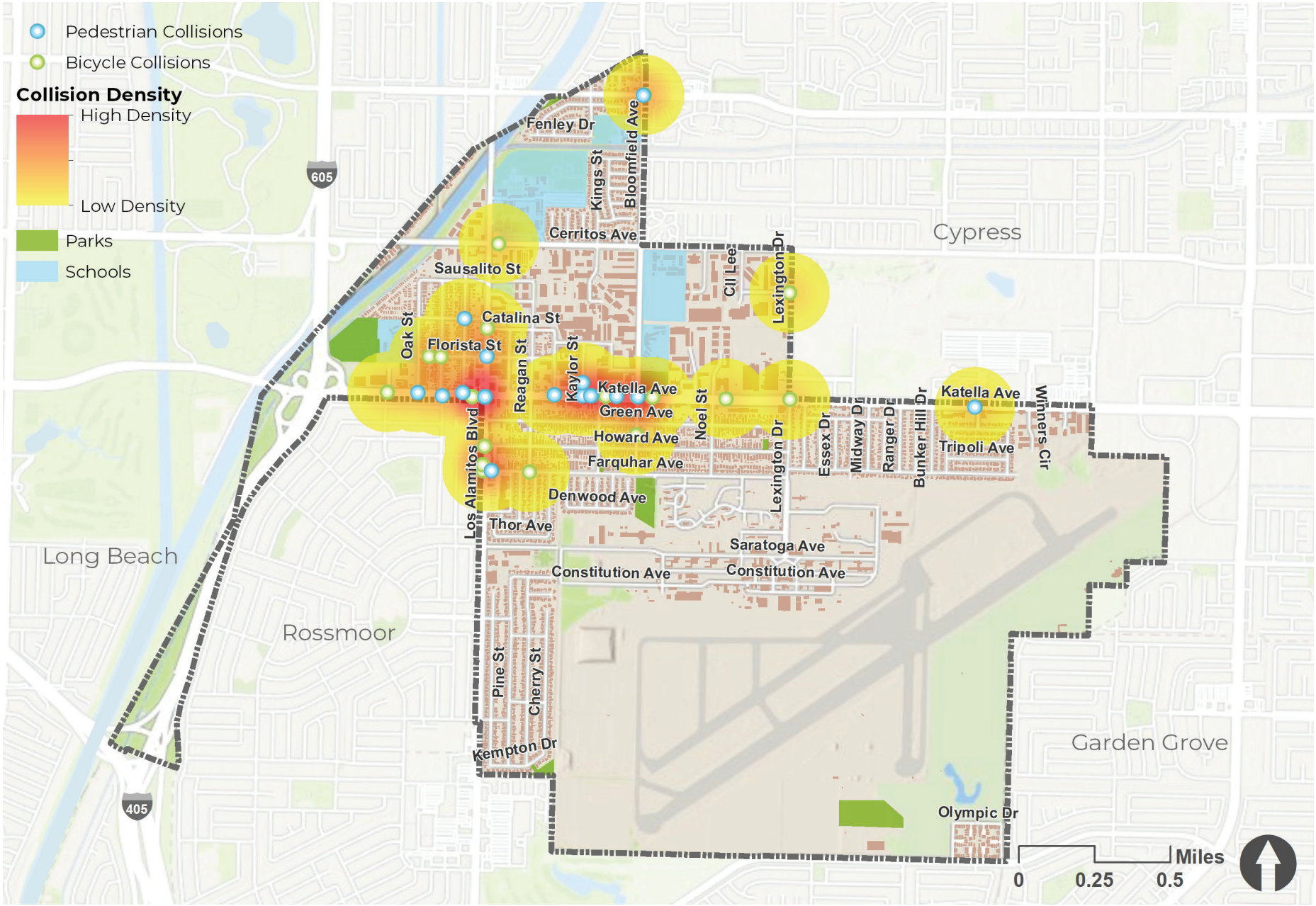


FIGURE 2-7: Bicycle and Pedestrian Collisions

Source: SWITRS, 2020

2.8.2 BICYCLE AND PEDESTRIAN PROPENSITY MODEL

To help define study focus areas, a Geographic Information Systems (GIS) model was created to reveal relationships between the many factors analyzed. A Bicycle-Pedestrian Propensity Model (BPPM) was developed, considering all of the previously discussed analysis inputs, to establish where bicyclists and pedestrians are most likely to be, either currently or if improvements were to be made. The BPPM is comprised of three sub-models: Attractor, Generator, and Barrier Models. These three sub-models are then combined to create the composite BPPM.

Attractors are essentially activity centers known to attract bicyclists and pedestrians. Examples are schools, transit stops, and shopping centers. Generators are developed from demographic data and address potential pedestrian and bicyclist volume based on how many people live and work within the study area. Examples of generators are population density, employment density, primary mode of transportation to work and vehicle ownership. Barriers are features likely to discourage or detract people from bicycling or walking. These are generally physical limitations, such as areas with high numbers of bicycle- related collisions, high vehicle volumes and speeds, and missing sidewalks.

The resulting map displayed in Figure 2-8 was employed to aid in developing general recommendations and to help select priority projects described in the following chapter. When comparing the input from public workshops, stakeholders, and project surveys, there was correlation between the high propensity areas for bicycling and walking with input provided.

The BPPM map shows highest likely use along major corridors, especially along Katella Avenue, Green Avenue, Howard Avenue, and Los Alamitos Boulevard. However, bicycle and pedestrian propensity is not only concentrated on the major roadways, it also permeates into local streets that people tend to use frequently.

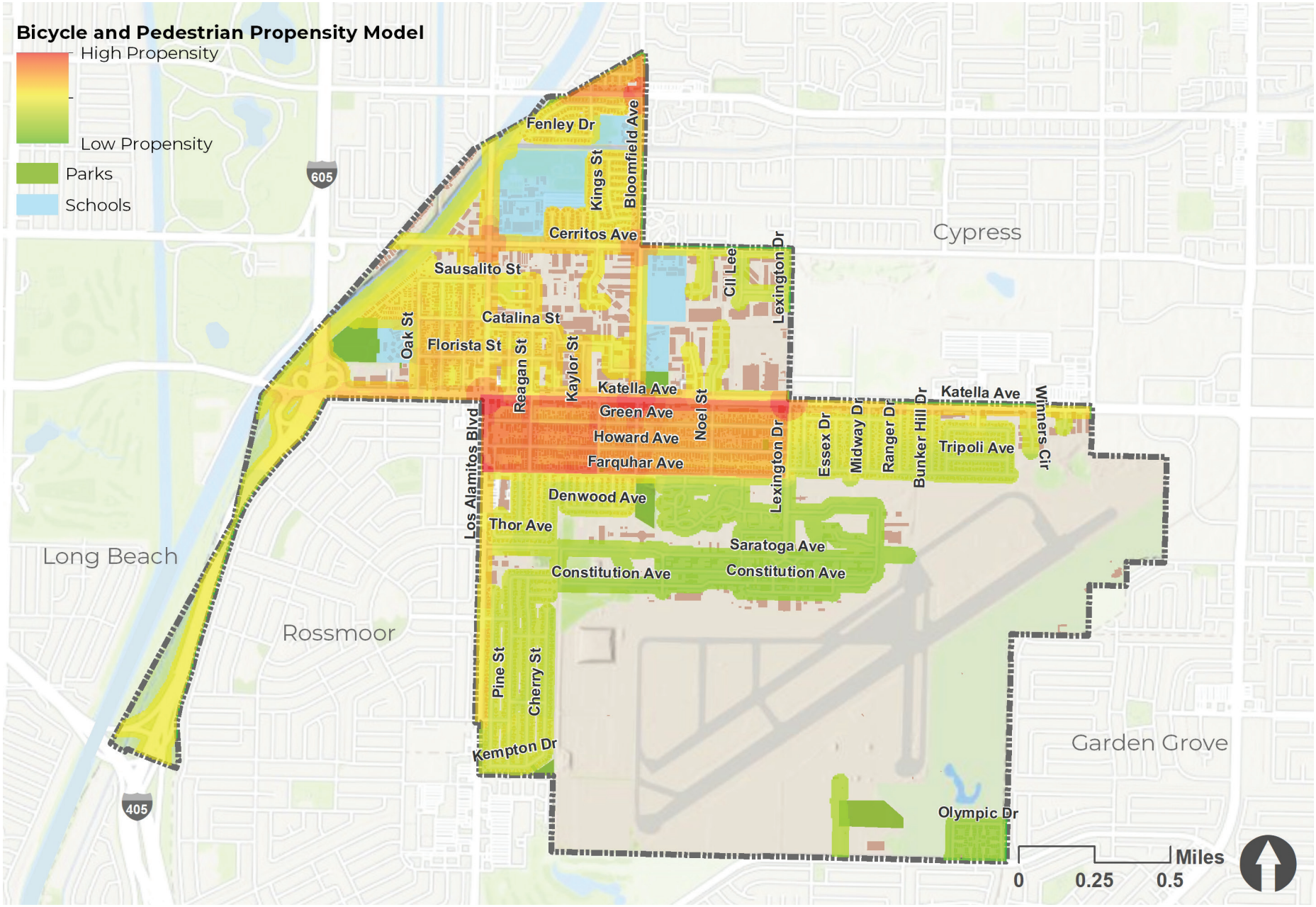


FIGURE 2-8: Bicycle and Pedestrian Propensity Model

Source: KTUA, 2020

2.8.3 LEVEL OF TRAFFIC STRESS (LTS)

The Bicycle Level of Traffic Stress (LTS) analysis is a GIS-based tool used to quantify a bicyclist's perception of comfort given specific roadway conditions. Because different bicyclists have different tolerances for stress created by volume, speed, and proximity of automobile traffic, the LTS method identifies four levels of stress, from the most comfortable scenario to the least tolerable conditions. Bicycle Level of Traffic Stress (LTS) criteria span from one to four, with one being the least stressful or most comfortable, and four being the most stressful. The analysis was applied to Los Alamitos's entire street network, as shown in Figure 2-9. Most of Los Alamitos's existing bikeways are located along Cerritos Avenue, Bloomfield Avenue, and Catalina Street. All show a relatively low level of traffic stress (LTS one and two). The map shows Katella Avenue and Los Alamitos Boulevard, both main corridors, with a high level of traffic stress (LTS four). This means that only the most confident, experienced, and strong bicyclists are willing to ride on these facilities, while the other users may not feel safe and comfortable riding on the larger thoroughfares, as shown in the Bicycle User Classification System developed by the City of Portland.These classifications can be helpful in understanding the characteristics and infrastructure preferences of different cyclists.

Bicycle planning should use a wide variety of options, from shared roadways to separated facilities to accommodate as many user types as possible and to provide a comfortable and safe experience for the greatest number of cyclists.

- Low stress
- Most users can tolerate riding their bike

- Low stress, with attention required
- Riding a bike is tolerated by most adults

- Medium stress
- Riding a bike is tolerated by "enthusiastic" riders

- Most stressful
- Riding a bike is tolerated by the most experienced riders

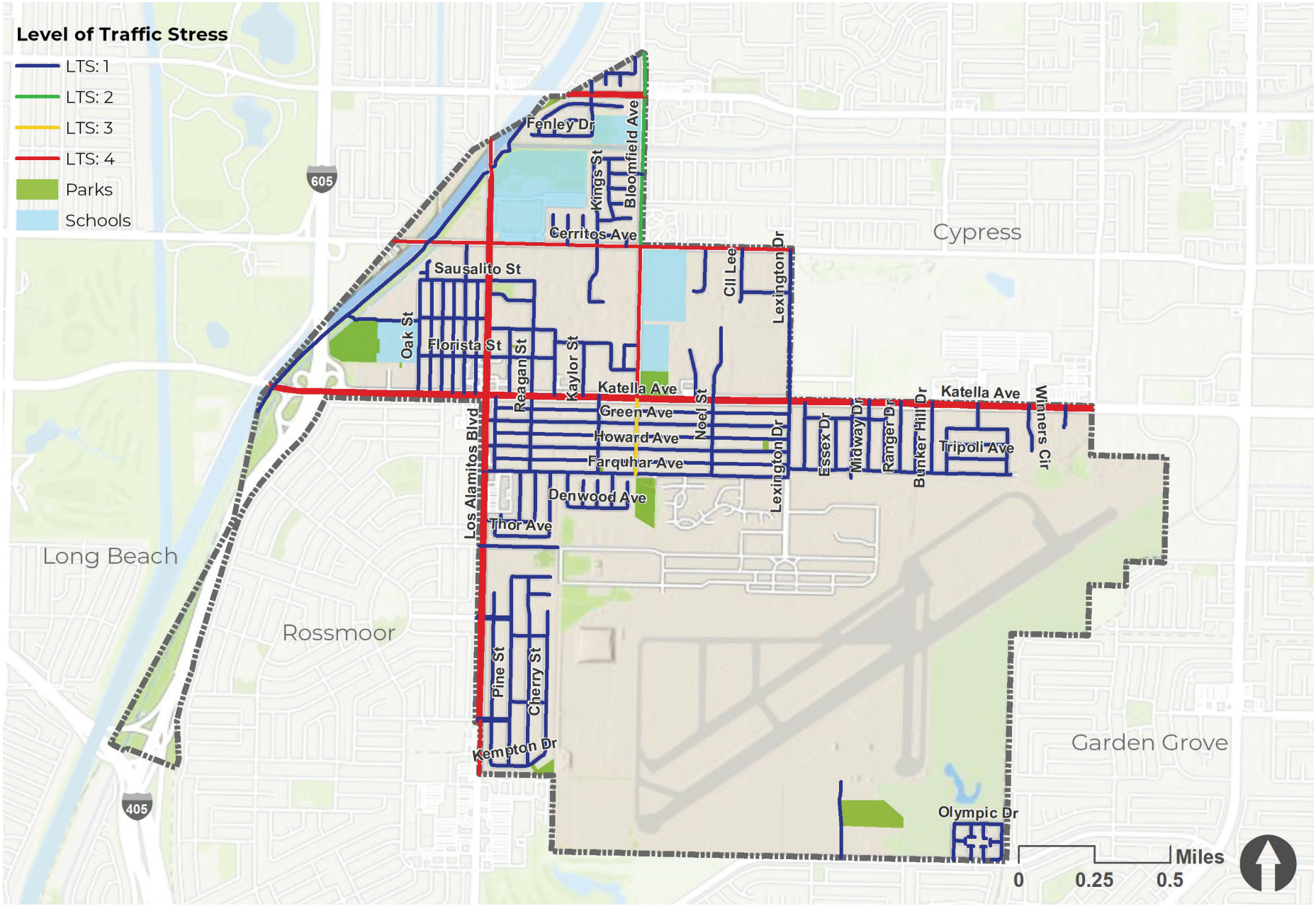


FIGURE 2-9: Level of Traffic Stress

Source: KTUA, 2020

2.9 WALK AUDIT RESULTS

The walk audit process for the ATP provided vital insight into the city's existing conditions. The team used an online ESRI-based mobile application to collect data and take photos along the prescribed walking route. This exercise improved the team's understanding of the city's existing infrastructure by identifying opportunities and constraints along key corridors and intersections, as seen in Figure 2-10. The input was categorized into the following topics:

- Bicycle
- Pedestrian
- Transit
- Traffic Calming
- Other

The data collected will be used in the recommendations and prioritization phase of the planning process.

Pedestrian crossing near the I-605/Katella Avenue interchange

Faded crosswalk at Katella Avenue

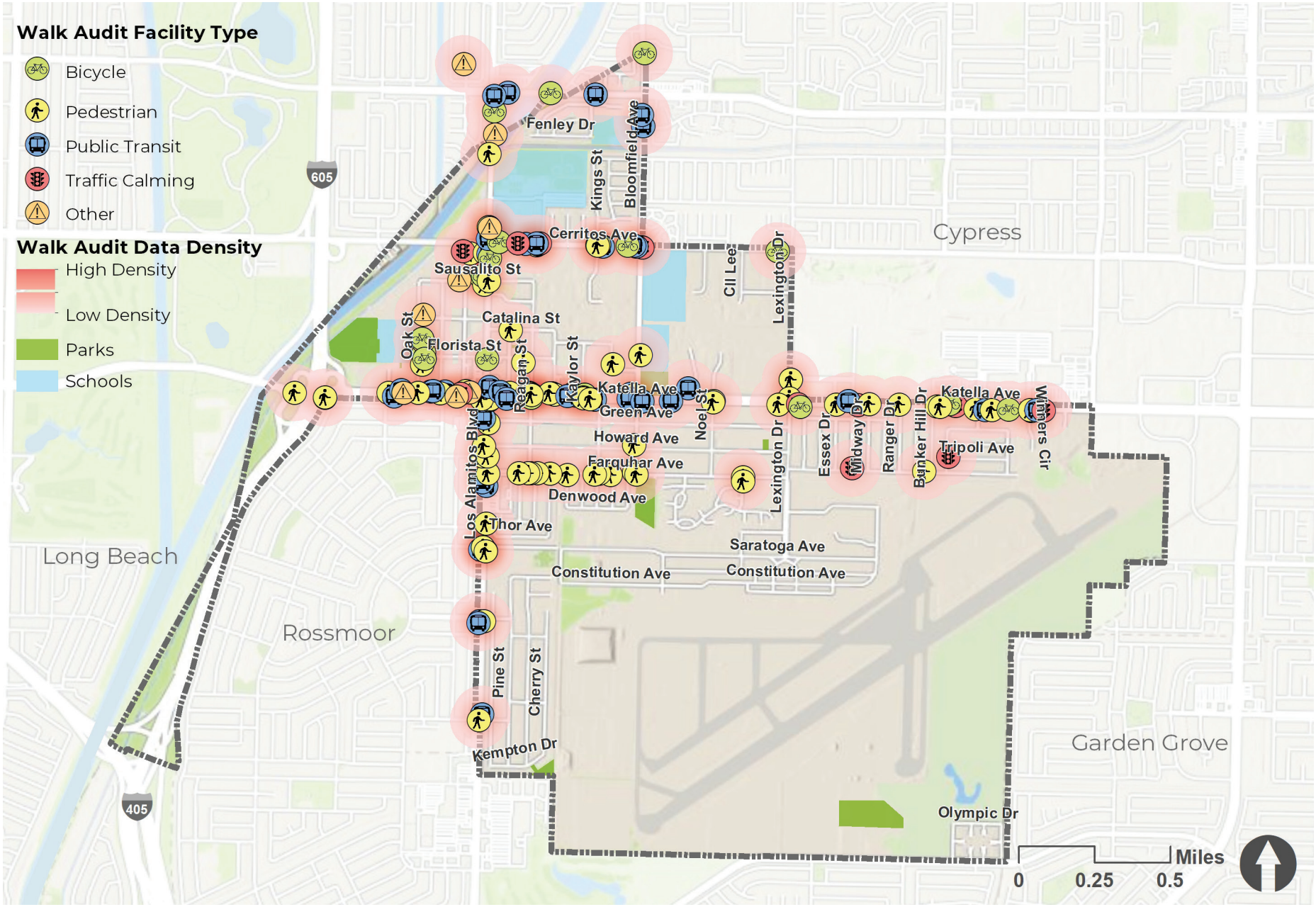


FIGURE 2-10: Walk Audit Results

Source: KTUA, 2020

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Chapter 3
COMMUNITY OUTREACH

3.1 Community Engagement Overview

3.2 Contingency Plans Addressing COVID-19 Pandemic

3.3 Community Engagement Strategies

3.4 Community Engagement Tools

3.5 Community Advisory Committee (CAC)

3.6 Community Workshops

3.7 Pop-Up Events

3.8 Walk Audits

3.9 Story Map

3.10 Online Survey

3.1 COMMUNITY ENGAGEMENT OVERVIEW

The ATP planning process was conducted in an open and transparent manner to ensure that community members were included throughout the entire course of the project. The community's participation was crucial to identify both barriers and opportunities pertaining to walking, bicycling, skateboarding, or accessing transit. To achieve that, the community engagement process was designed to engage a broad spectrum of stakeholders including residents, city staff, local advocacy groups, the school district, and health organizations.

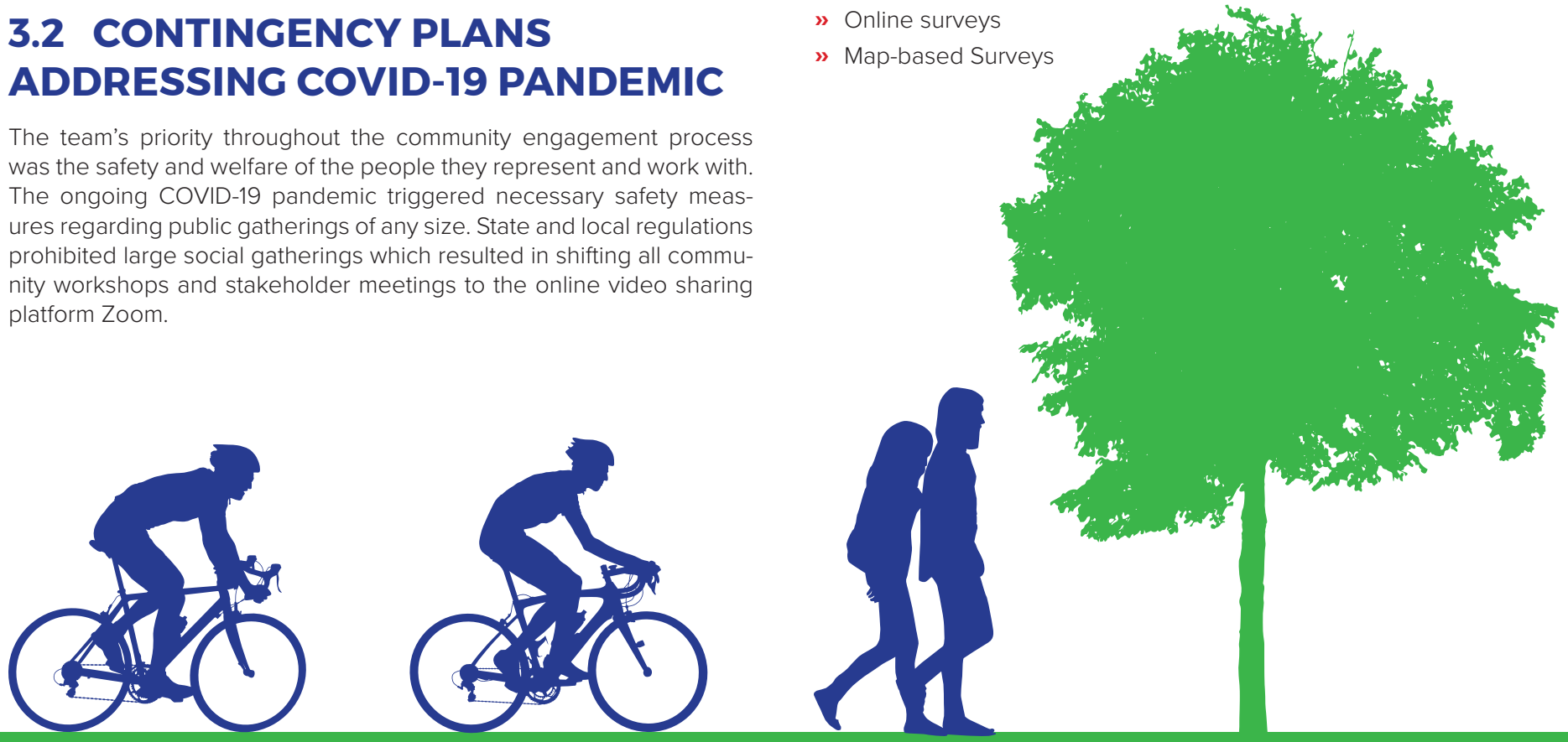
3.2 CONTINGENCY PLANS ADDRESSING COVID-19 PANDEMIC

The team's priority throughout the community engagement process was the safety and welfare of the people they represent and work with. The ongoing COVID-19 pandemic triggered necessary safety measures regarding public gatherings of any size. State and local regulations prohibited large social gatherings which resulted in shifting all community workshops and stakeholder meetings to the online video sharing platform Zoom.

3.3 COMMUNITY ENGAGEMENT STRATEGIES

The primary community engagement strategies utilized for the ATP were:

- Virtual Community Workshops
- Community Advisory Committee Meetings
- Flyers and Postcards
- 24-hour project phone line
- Text messaging
- Social media
- Online surveys
- Map-based Surveys



3.4 COMMUNITY ENGAGEMENT TOOLS

The ATP utilized friendly and appropriate tools to inform the community about the ATP and maximize participation. The following tools allowed the team to engage the community and other stakeholders throughout the planning process, allowing them to provide meaningful input, despite the pandemic.

3.4.1 PROJECT BRANDING

In order to be consistent with the City's branding and graphic requirements, a similar type of branding style was used for this ATP. The project's branding was used in all outreach materials, including flyers, surveys, online maps, and workshop exhibits.

3.4.2 24-HOUR PROJECT PHONE LINE

A 24-hour phone line was set up for residents to call and address any concerns, thoughts, or desired solutions. A community health worker was responsible for monitoring the phone line and calling back as necessary. The phone line was a great tool for people who did not have access or the skill level to use online technology.

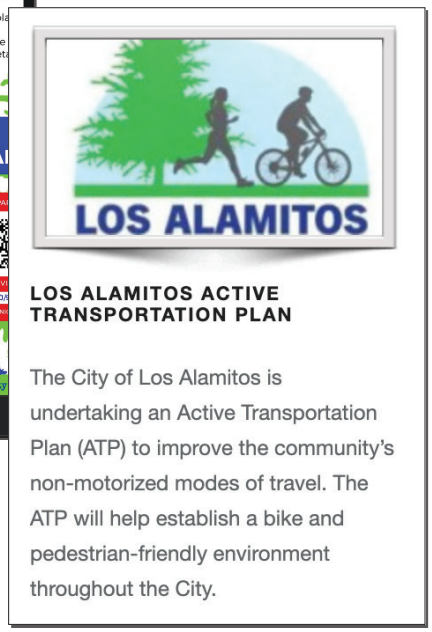
3.4.3 TEXT MESSAGING

A mass texting platform called TrueText was utilized to send 8,188 texts to over 4,000 residents of Los Alamitos. Text messages informed people about opportunities to participate such as CAC meetings, workshops, and other online tools. The online survey link was also sent to residents via text.

3.4.4 SOCIAL MEDIA

The City's Facebook page was primarily used to share updates and events such as the project survey, online interactive map, and virtual community workshops. This also allowed residents to post questions and comments regarding the ATP. Additionally, the City of Los Alamitos used their offical City website to post project information, upcoming workshops and the online survey link.

City's Facebook post



Project announcement on City's website

3.4.5 FLYERS AND POSTCARDS

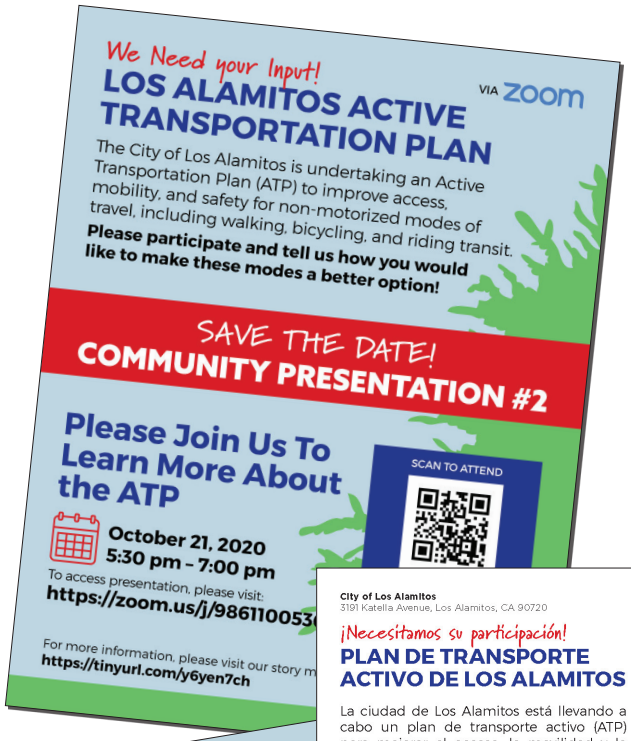
Because of Los Alamitos's diverse population, the project needed to have a variety of outreach methods and an online presence. According to the 2018 U.S. Census projection, approximately 26 percent of Los Alamitos's population is Hispanic or Latino. Because of these demographics, online outreach materials were created both in English and Spanish. Additionally, postcards were created and mailed to Los Alamitos residents, with information including a brief project description, online survey link, the 24-hour phone number, and the project Facebook page. Meeting notices and other communications were also sent via email blast to notify the stakeholders about upcoming meetings and project updates. Bilingual flyers were created to promote the three community workshops

3.4.6 SURVEY

A survey was prepared to determine satisfaction levels of current pedestrian and bicycle infrastructure, along with desired improvements. The survey asked people a variety of walking, bicycling, and public transit questions, and prompted them to provide both general and site-specific comments.

3.4.7 ONLINE MAP

An online comment map was created as a supplemental input method that Los Alamitos residents and stakeholders could use to highlight location-specific constraints and opportunities. It also provided the opportunity to categorize the type of issues or improvements identified on the map (e.g. bike, pedestrian, transit, etc.) and allowed respondents to attach photos and include comments. All points were automatically geo-referenced and allowed anyone to see where others had similar issues. This platform allowed the team and the City to efficiently document and analyze comments identified by the community.



Community workshop flyer

Project postcard

Project logo

3.5 COMMUNITY ADVISORY COMMITTEE (CAC)

The Community Advisory Committee (CAC) was a key component of the community engagement process. The CAC met quarterly to share information, collaborate, and guide the ATP process and guidelines. For consistency purposes, the CAC consisted of members who represented various community areas/neighborhoods, businesses, school districts, and city departments. Participating organizations included:

- Los Alamitos Unified School District (L.A.U.S.D.)
- Los Alamitos Planning Commission
- Los Alamitos Parks, Recreation, and Cultural Arts Commission
- Los Alamitos Traffic Commission
- Orange County Transportation Authority (OCTA)
- Orange County Health Care Agency
- National SRTS Partnership
- Santa Ana Active Streets Coalition (SAAS)
- Caltrans District 12
- Southern California Associations of Governments (SCAG)
- A summary of the four CAC meetings is detailed below:

3.5.1 CAC MEETING 1

The first CAC meeting was held virtually via Zoom on August 28, 2020. The meeting reviewed the goals of the Active Transportation Plan, discussed the project's background, schedule, and next steps. The presentation dove deeper into specific objectives that the ATP will cover such as improving non-motorized safety and public health as well as assessing community needs, evaluating current street, pedestrian, and bike network, identifying and prioritizing active transportation projects, and providing improved transportation choices, especially near local schools, parks, and major destinations.

3.5.2 CAC MEETING 2

The second CAC meeting was held virtually via Zoom on September 30, 2020. The meeting reviewed community feedback received from the first workshop. The first workshop included public participation via input and walk audits. There were concerns regarding safety such as crosswalks, school drop-off and pickup, lack of bike facilities, and bike path accessibility. The meeting also went over comments received from the online map. These comments included traffic calming and safety concerns such as narrow sidewalks, missing sidewalks, and speeding cars. Results from the online survey were also discussed as well as the project's schedule and next steps.

3.5.3 CAC MEETING 3

The third CAC meeting was held virtually via Zoom on November 18, 2020. The meeting reviewed feedback from the second workshop including priority corridors, safe routes to school recommendations, dangerous street intersections, and pedestrian improvements, bicycle improvements, and transit access. The meeting also discussed the pop-up event conducted at Cottonwood Park as well as the next steps in the project.

3.5.4 CAC MEETING 4

The fourth CAC meeting was held virtually via Zoom on December 18, 2020. The meeting provided an update from the last pop-up event at Cottonwood Park. The meeting also included several discussions regarding the City's vision for bicycling, adding curb extensions throughout the City, as well as incorporating a pedestrian scramble on Cerritos Avenue and Los Alamitos Boulevard.

3.6 COMMUNITY WORKSHOPS

A total of three community workshops were conducted throughout the ATP planning process to gather input and solicit feedback on recommendations.

3.6.1 WORKSHOP #1

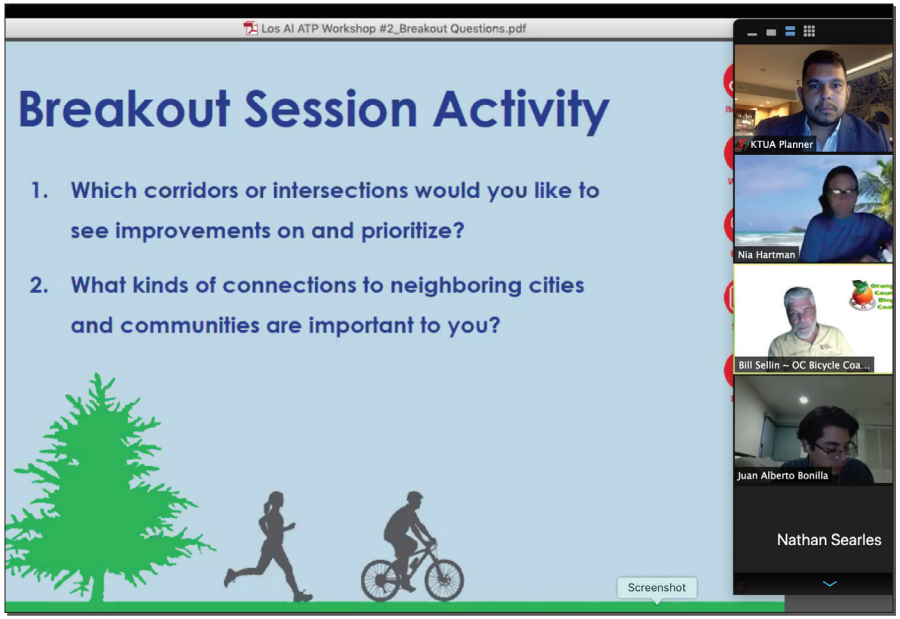
The first community workshop was held virtually via Zoom on September 3, 2020. The workshop went over the project's background, goals, outreach, and next steps. In addition, the presentation covered what the ATP will accomplish including assessing community needs, evaluating current street, pedestrian and bicycle network, identifying and prioritizing active transportation projects, and focusing on providing improved transportation choices near schools, parks, and major destinations.

3.6.2 WORKSHOP #2

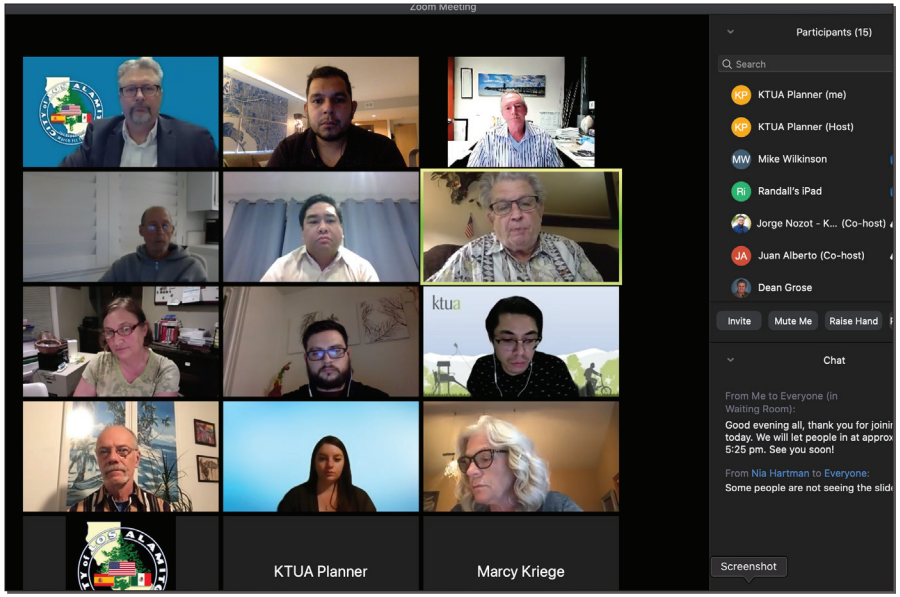
The second community workshop was held virtually via Zoom on October 21, 2020. The workshop covered input from the first workshop which included a summary from the walk audits, safety concerns such as lack of bike facilities and bike path accessibility, traffic counts, and upcoming events like "Walk to School Day." The workshop also reviewed a summary of the surveys completed so far. From those results, residents answered that they would like to see better pedestrian and bicycling routes to parks and schools.

3.6.3 WORKSHOP #3

The third and final community workshop was held virtually via Zoom on December 2, 2020. The third workshop reviewed input received from the second workshop. This input included identifying priority corridors including Cerritos Avenue, Los Alamitos Avenue, and Katella Avenue. The feedback from workshop two also included identifying safe routes to schools such as Los Alamitos Elementary, McAuliffe Middle School, and Los Alamitos High School. The presentation also reviewed a summary of the survey results completed at the time as well as a summary of the pop-up outreach events conducted at Little Cottonwood Park, Laurel Park, and a bus stop near Shoe City.



Workshop #2 online presentation



Workshop #3 online discussion

3.7 POP-UP EVENTS

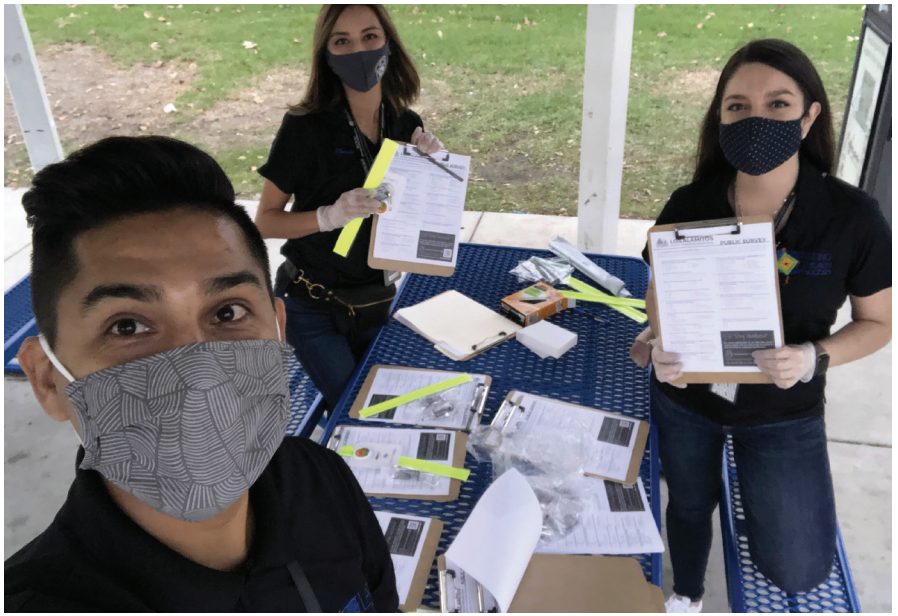
Due to the ongoing COVID-19 pandemic, state and local regulations prohibited large social gatherings. As a result, many events after the first were conducted as outdoor pop-up events. The following sections summarize the two pop-up events that took place during the final phase of the outreach process.

3.7.1 LITTLE COTTONWOOD PARK

The first pop-up was set up at Little Cottonwood Park in Los Alamitos. The team had clipboards ready with printed surveys which were disseminated to residents at the park. The survey was also available digitally via tablets and laptops as a preference for those who did not want to fill out the print version of the survey. Feedback was collected and used in the recommendations chapter for the proposed projects.

3.7.2 LOS ALAMITOS BUSINESS CENTERS

The second series of pop-up events took place at different locations, mainly business centers in Los Alamitos. The team also had clipboards with printed surveys for people to fill out. A QR code was created for the survey so that visitors had the opportunity to complete the survey on their own devices or at another time. Those who completed the survey were given workshop flyers and some giveaways. The businesses were left with QR codes to the surveys, posters, and flyers with information about the project. The feedback received varied by age. When talking to youth, many of them brought up the need to have more skate parks and safe areas for them to ride. Some adults expressed their concerns about the lack of bike lanes and their fear when riding on the street. They expressed how they felt more safe riding on the sidewalks.



Pop-up event at Little Cottonwood Park

Project flyer with QR displayed at a local business

3.7.3 CROSSING GUARD INTERVIEWS

On February 16, 2021, the project team conducted interviews with school crossing guards at several locations, which allowed them to provide recommendations to improve bikeability and walkability around school zones. The crossing guard at McAuliffe Middle School expressed concerns over the safety of students who cross the street while cars make turns, as well as jaywalking that takes place on Bloomfield Street. The crossing guard at Weaver Elementary mentioned the need for pedestrian crosswalk lights to maximize visibility. In the Los Alamitos Elementary area, the crossing guard expressed the need for wider bicycle lanes for students and community members that ride in the area. Also, they consider that adding shade along the sidewalks would benefit students as they wait to get picked up.

In addition to school specific comments, general recommendations provided by crossing guards include the allocation of additional crossing guards per school, especially in the drop-off areas, as well as having pedestrian safety town halls to build awareness to benefit the community. Other recommendations include the installation of speedbumps near the school zones, especially in areas where vehicles go over the 25-mph speed limit. According to the interviews, the area around the Oak Middle School has higher levels of pedestrian activity, including elderly residents. As a result, benches should be considered as well.

During the interview process, the project team noticed high vehicular speeds on Cerritos Avenue, especially during school hours. Also, light poles and electric boxes were observed along the sidewalks on Los Alamitos Boulevard, which can make pedestrian circulation difficult. Additionally, younger pedestrians were seen walking on the road during rush hour after school.

Crossing guard interview at McAuliffe Middle School

Crossing guard interview at Weaver Elementary School

3.8 WALK AUDITS

The walk audits were completed over a span on four days. The team took note of their observations and surrounding land use characteristics. The team noticed there is a need for more bike lanes in many of the corridors. The team observed more people riding on the sidewalks, especially on streets like Katella Avenue. When walking near schools, there was a lack of signage for speed limits and faded markings such as bike lanes and crosswalks. There was also a lot of traffic and signal timings were not long enough when large groups of students were crossing.

TABLE 3-1: Walk Audit Locations and Dates

DATE	MAIN STREETS	ZIP CODE	TIMES
10/01/20	Los Alamitos Blvd/ Cerritos Ave/ Katella Ave	90720	8-10am
10/02/20	Norwalk Ave/ Cerritos Ave/ Katella Ave	90720	10-12pm
10/06/20	Katella Ave/Los Alamitos Blvd	90720	4-6pm
11/06/20	E. Katella Ave	90720	1-3pm

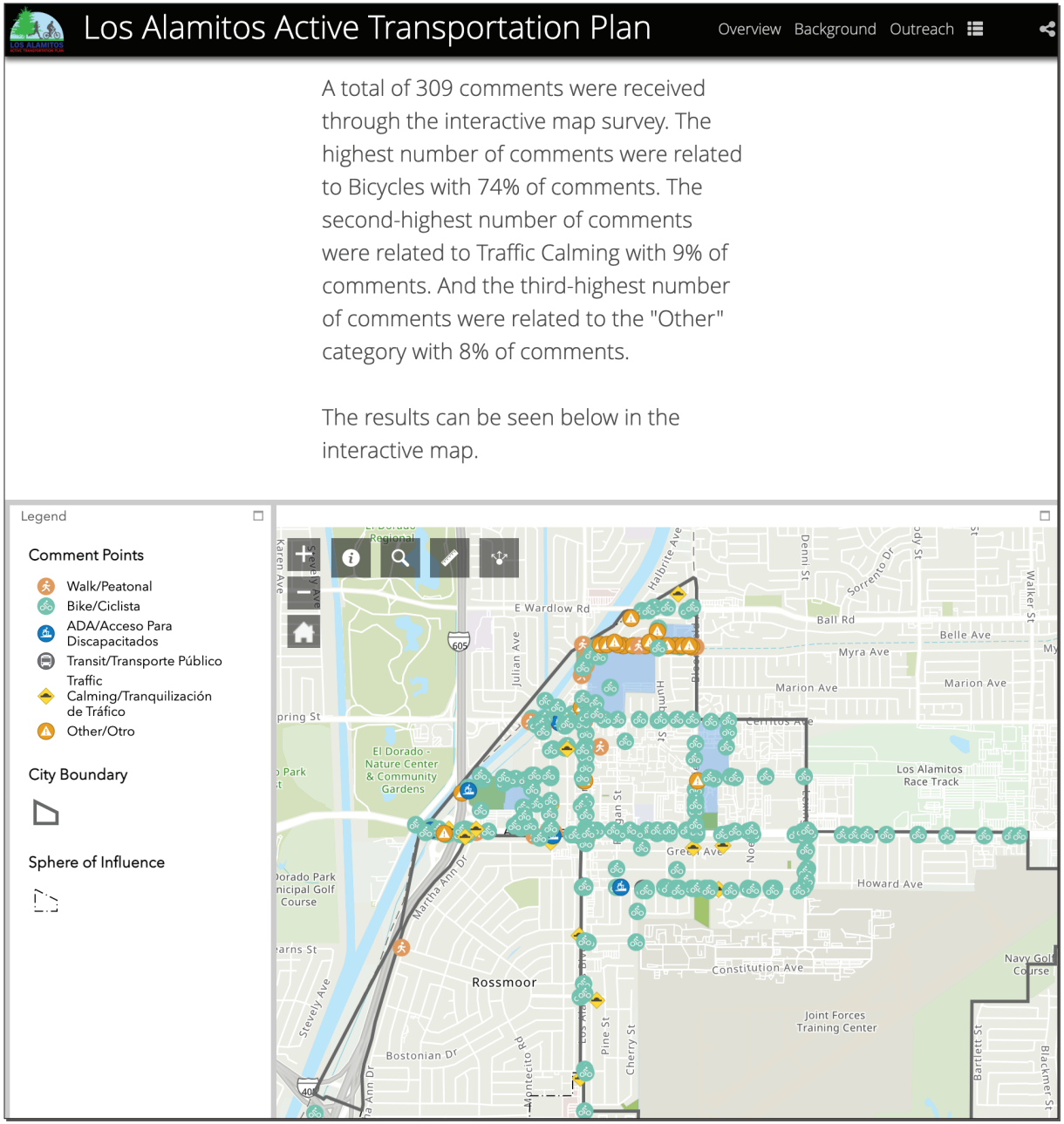
Four walk audits were conducted at different locations within Los Alamitos

3.9 STORY MAP

An online Story Map was created as a supplemental method to inform Los Alamitos residents about the project, provide updates, and fill in online surveys. A comment map was also available where residents were able to highlight location-specific constraints and opportunities.

There was a total of 196 unique comments (306 raw comments) made on the online comment map. The results were analyzed and used for the development of potential pedestrian and bikeway projects. The online map provided the City with a current view of people's opinions, concerns, and desires for pedestrian and bicycle facilities. Of the comments, 134 were bicycle-concern related, 22 were walking-concern related, 19 comments were related to traffic calming, five comments were related to ADA concerns, and 16 comments were categorized as other.

The bike comments included eliminating street parking to add bike lanes, establishing bike boulevards, and adding sharrows and wayfinding signage. The walking comments mentioned the lack of high-visibility crosswalks, missing/damaged sidewalks, and installing a pedestrian bridge over Katella Avenue to improve pedestrian access. The traffic calming comments mentioned speeding cars along busy corridors, especially near schools making it unsafe for pedestrians and children to walk. The ADA comments addressed that the existing crosswalks in Los Alamitos are not accessible via wheelchair. These comments highlight the importance of needing to address various active transportations demands in the City.



Los Alamitos ATP Story Map screenshot

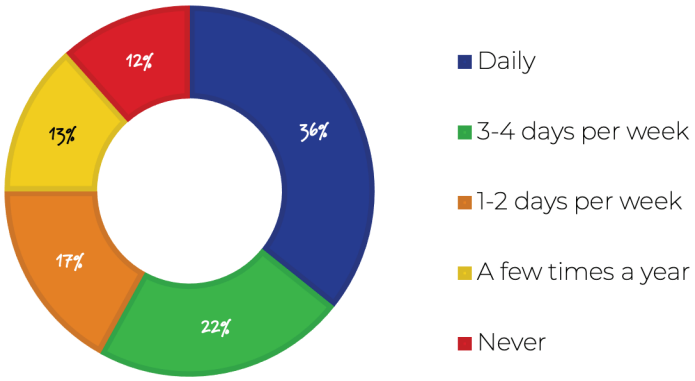
3.10 ONLINE SURVEY

A total of 116 people completed the survey and provided comments. The results were analyzed and used for the development of potential pedestrian and bikeway projects. The survey also provided the City with a current view of people's opinions, concerns, and desires for pedestrian and bicycle facilities.

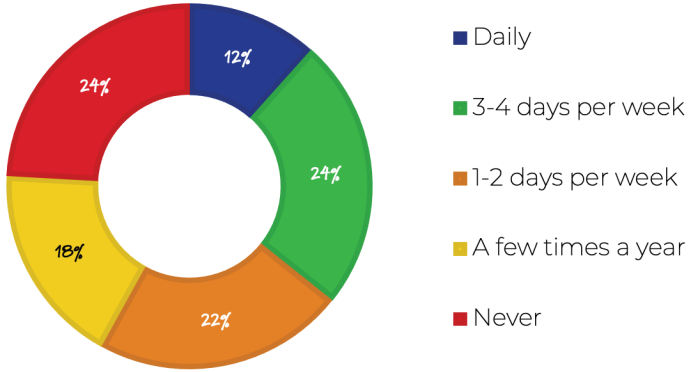
According to the survey results, 36 percent of respondents indicated that they walk daily, and 22 percent indicated that they do it 3 to 4 days per week, which may be due to the size and walkability of the city. On the other hand, about 12 percent bike daily, while 24 percent do it 3 to 4 days per week. About 76 percent of respondents indicated that they drive to get to work or to school while only 29 percent bike and 19 percent walk. However, 54 percent of respondents indicated that they walk or bike to get to that park. As a result, respondents would like to see more pedestrian and bicycle routes to parks (64 percent), schools (64 percent), and shopping centers (49 percent). A majority of respondents consider that multi-use paths (44 percent) and wider sidewalks (43 percent) would make it easier for them to walk in Los Alamitos. In comparison, the majority consider bike lanes on streets (65 percent) and bike paths away from the street (63 percent) would make it easier for people to bike around the city. When asked about their main reasons for walking, biking and rolling, 71 percent of respondents do it for recreation or health reasons, nine percent do it for necessity, seven percent to commute, while 13 percent do it for other reasons.

Note: *For questions that allow multiple answers, the total number of answer choices selected for a question can be greater than the number of respondents that answered the question. This can cause the total response percentages to exceed 100 percent.*

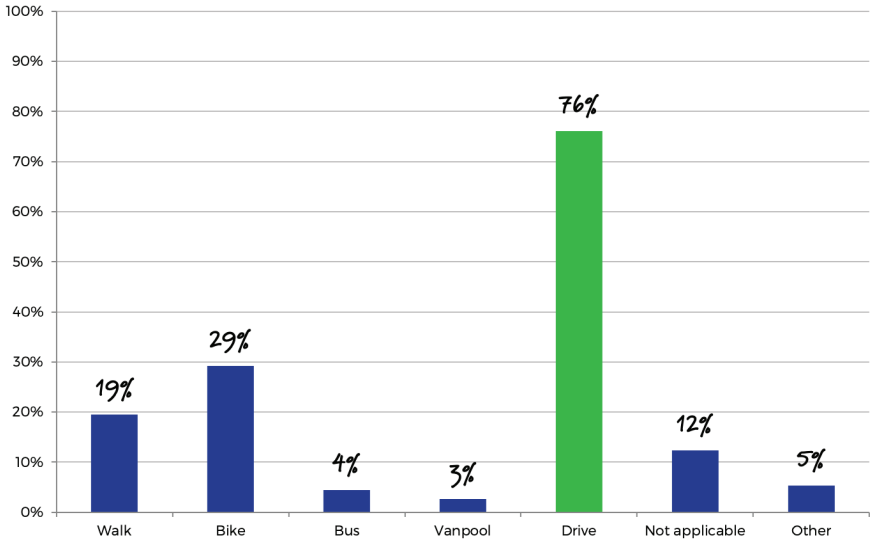
How often do you walk in Los Alamitos?



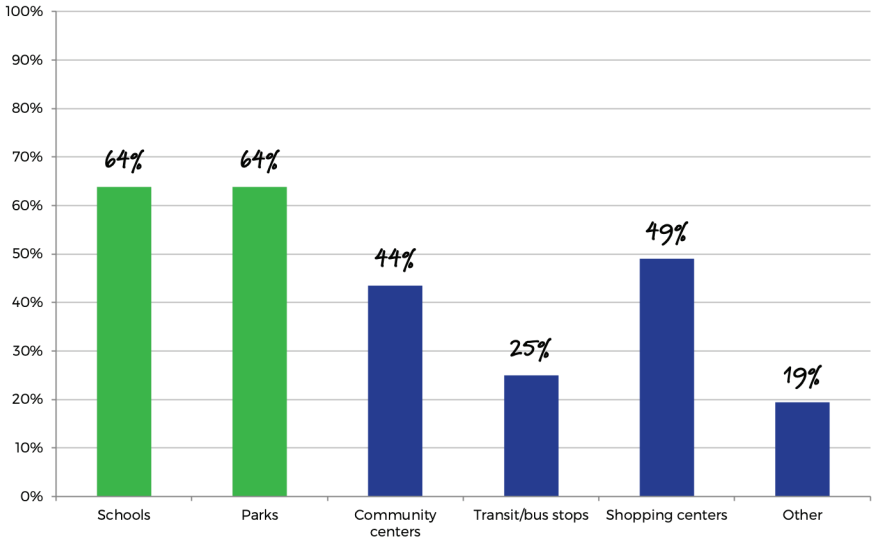
How often do you bike in Los Alamitos?



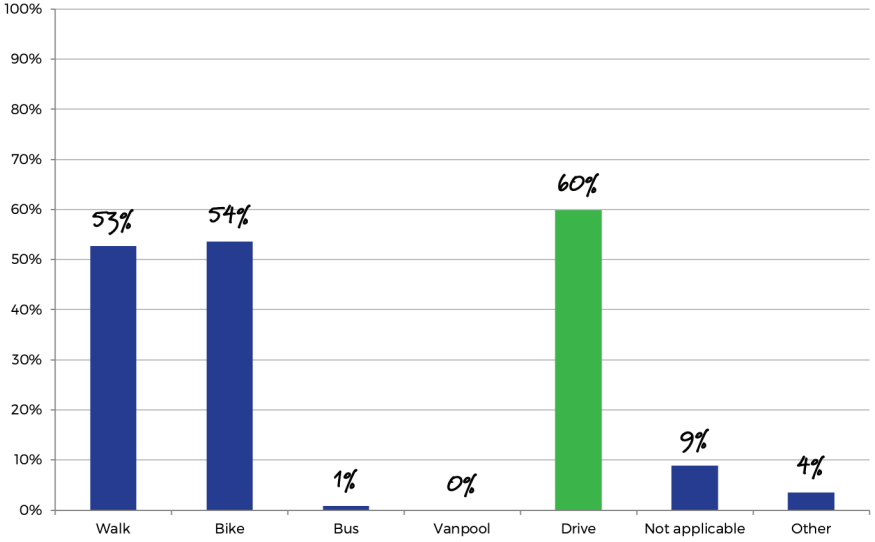
How do you get to work or school?
(Check all that apply)



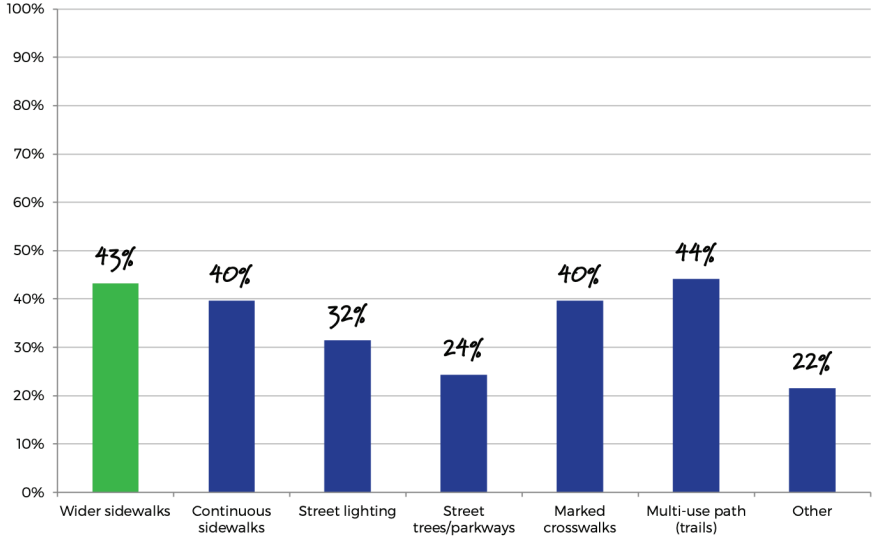
Where would you like to see better pedestrian and bicycling routes to? (Check all that apply)



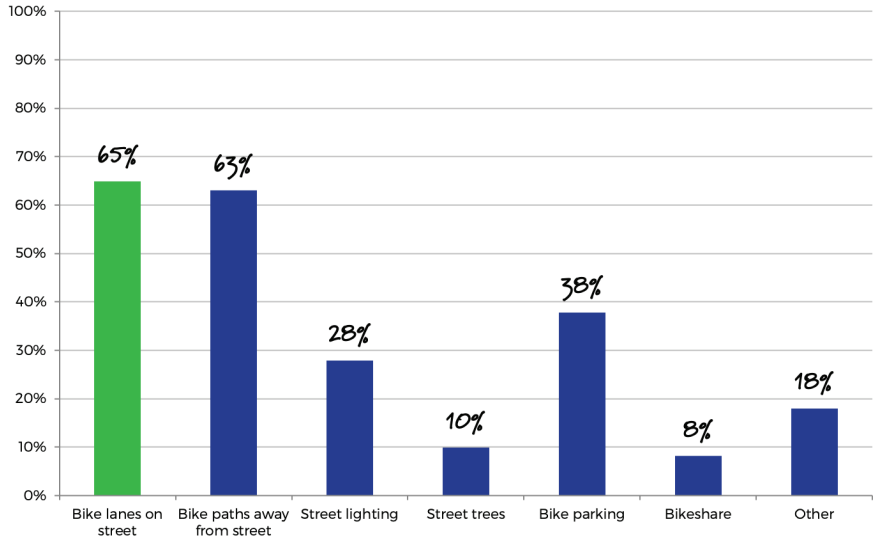
How do you get to the park?
(Check all that apply)



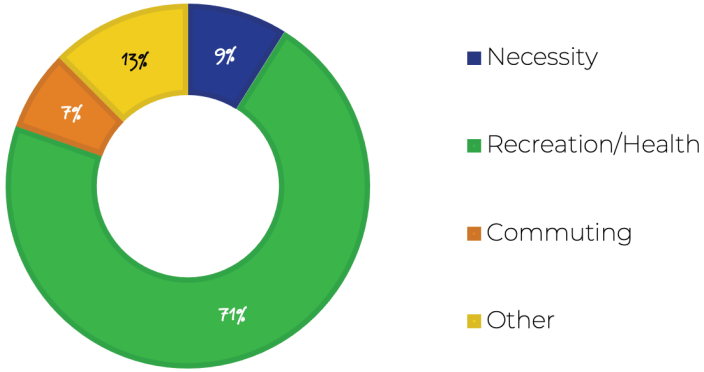
What would make it easier for you to walk more in Los Alamitos? (Check all that apply)



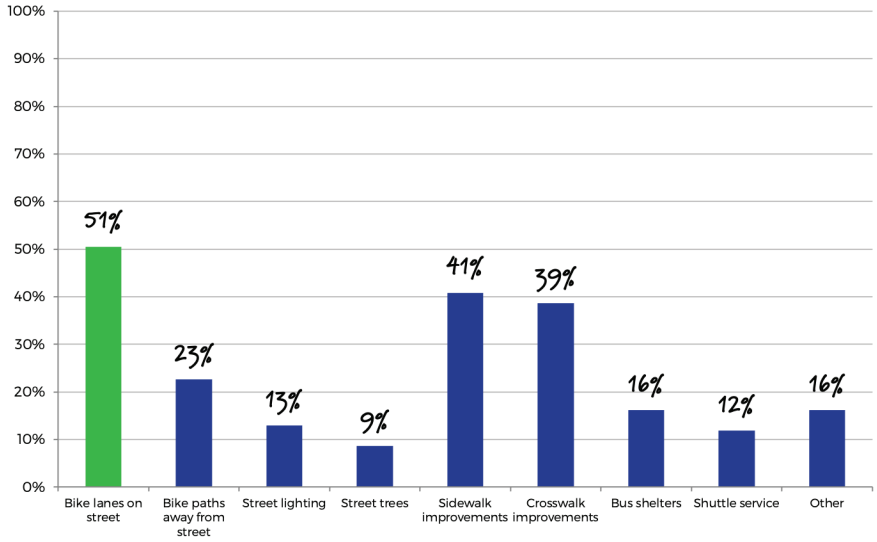
What would make it easier for you to bike more in Los Alamitos? (Check all that apply)



When you walk, bike, or roll, you do it for:



What would make it easier for you to reach transit stops in Los Alamitos? (Check all that apply)



COMMUNITY ENGAGEMENT NUMBERS

1 Project Survey	116 Completed Surveys	1,215 Mailed Postcards
3 Community Workshops	251 Survey and Map Comments	8,188 Text Messages Sent
4 CAC Meetings	3 Pop-up Events	330 Distributed Flyers

Chapter 4
RECOMMENDATIONS

4.1 Recommendations Overview

4.2 Bicycle and Pedestrian Treatments

4.3 Bicycle and Pedestrian Recommendations

4.4 Prioritization Process

4.5 Priority Projects

4.6 Intersection Improvements

4.7 Programs

4.1 RECOMMENDATIONS OVERVIEW

This chapter addresses the physical improvements recommended to enhance bicycling and walking in Los Alamitos. The recommended bicycle and pedestrian improvements include both short-term and long-term improvements and is meant to serve as a guide to help the City in allocating funds as they become available through various sources. The chapter contains maps and tables that detail improvement location, extent, and type.

It is important to note that the success of recommended projects is closely tied to programs and adopted standards, codes, and policies. Engineering, Education, Encouragement, Enforcement, Equity and Evaluation can be used to leverage investments in these projects. Similarly, the effectiveness of bicycle and pedestrian programs is maximized by actual project implementation. Likewise, changes to city standards, codes, and policies may be needed to implement bicycle and pedestrian improvements. Project implementation may, in turn, facilitate changes to city standards, codes, and policies.

4.2 BICYCLE AND PEDESTRIAN TREATMENTS

While not universally applied, in general, pedestrian travel in urban areas has long tended to be accommodated with features like sidewalks, crosswalks, dedicated signals, and curb extensions. Suggested pedestrian treatments address a wide variety of issues identified in the analysis and community engagement process to enhance connectivity to transit, school zones, senior zones, activity centers, parks, and other community destinations. Pedestrian improvements help to ensure equitable multi-modal transportation because they serve populations that may not be able to afford a bicycle or likely to ride a bicycle, and instead rely on transit and walking. Newer innovations like pedestrian scrambles, modified signal timing, flashing beacons, and other pedestrian improvements are described in this chapter in addition to standard pedestrian treatments.

A focus on providing safer, less stressful bicycle travel has occurred more recently across the United States, with significant transformation in the state of practice for bicycle travel over the last five years. Much of this may be attributed to bicycling's changing role in the overall transportation system. No longer viewed as an "alternative" mode, it is increasingly considered as legitimate transportation that should be actively promoted as a means of achieving community environmental, social, and economic goals. While connectivity and convenience remain essential bicycle travel quality indicators, recent research indicates the increased acceptance and practice of daily bicycling will require "low-stress" bicycle routes, which are typically understood to be those that provide bicyclists with separation from high volume and high-speed vehicular traffic. The route types recommended in this plan, and described in the following section, are consistent with this evolving state of practice.

4.2.1 CONVENTIONAL BICYCLE TREATMENTS

There are four conventional bicycle route types recognized by the California Department of Transportation. Details of their design, associated wayfinding, and pavement markings can be found in the CA MUTCD and CA Highway Design Manual.

Class I: Multi-Use Paths

Class I multi-use paths (frequently referred to as "bicycle paths") are physically separated from motor vehicle travel routes, with exclusive rights-of-way for non-motorized users like bicyclists and pedestrians.

Class II: Bicycle Lanes

Bicycle lanes are one-way route types that carry bicycle traffic in the same direction as the adjacent motor vehicle traffic. They are typically located along the right side of the street (although can be on the left side) and are between the adjacent travel lane and curb, road edge, or parking lane. They are not physically separated from motor vehicle traffic.

Class III: Bicycle Routes

A bicycle route is a suggested bicycle path of travel marked by signs designating a preferred path between destinations. They are recommended where traffic volumes and roadway speeds are fairly low (35 mph or less).

Class IV: Separated Bikeways (Cycle Tracks)

Separated bikeways are bicycle-specific routes that combine the user experience of a multi-use path with the on-street infrastructure of a conventional bicycle lane. Separated bikeways are physically separated from motor vehicle traffic and designed to be distinct from any adjoining sidewalk. The variety of physical protection measures can include raised curbs, parkway strips, reflective bollards, or parked vehicles. Separated bikeways can be either one-way or two-way, depending on the street network, available right-of-way, and adjacent land use, but the safety of two-way separated bikeways must be carefully evaluated, especially if they cross motor vehicle routes. This is because few motor vehicle drivers are accustomed to two-way separated bikeways and they may tend to look to the left only when deciding whether it is safe to proceed across the separated bikeways.

Class I multi-use path

Class II bicycle lanes

Class III bicycle route

Class IV separated bikeway

4.2.2 ENHANCED BICYCLE TREATMENTS

While the conventional bicycle route types can be found throughout the United States, there has been a distinct shift towards further enhancement. For example, the CA MUTCD has approved the installation of buffered bicycle lanes, while Shared Lane Markings or "Sharrows" have been in use since 2004 throughout the State.

These enhancements are low cost, easy to install, and provide additional awareness about the likely presence of bicyclists. In many instances, installation of these bicycle route enhancements can be coordinated as part of street resurfacing projects. The use of green markings has also become a simple and effective way to communicate the likely presence of bicyclists. It is also used to denote potential conflict zones between bicyclists and vehicles.

Buffered Bicycle Lanes

Buffered bicycle lanes provide additional space between the bicycle lane and traffic lane, parking lane, or both, to provide a more protected and comfortable space for bicyclists than a conventional bicycle lane. The buffering also encourages bicyclists to avoid riding too close to parked vehicles, keeping them out of the "door zone" where there is the potential danger of drivers or passengers suddenly opening doors into the bicyclists' path.

Shared Lane Markings ("Sharrows")

The shared lane marking is commonly used where parking is allowed adjacent to the travel lane. It is now common practice to center them within the typical vehicular travel route in the rightmost travel lane to ensure adequate separation between bicyclists and parked vehicles. Many cities install sharrows over a green background to enhance visibility.

Bike Boxes

A bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists a safe and visible way to wait ahead of queuing traffic during the red signal phase. This positioning helps encourage bicyclists traveling straight through not to wait against the curb for the signal change.

Advisory Bike Lanes

An advisory bike lane is a preferred space for bicyclists and motorists to operate on narrow streets that would otherwise be a shared roadway. Roads with advisory bike lanes accommodate low to moderate volumes of two-way motor vehicle traffic and provide a safer space for bicyclists with little or no widening of the paved roadway surface. Due to their reduced cross section requirements, advisory bike lanes have the potential to open up more roadways to accommodate comfortable bicycle travel.

Buffered bike lanes

Shared lane markings

Bike boxes

Advisory bike lanes

4.2.3 LOW STRESS BICYCLE TREATMENTS

There are a number of other non-conventional route types that the City may find useful in specific situations. In many cases, the conventional bicycle route types previously mentioned may not meet the community's perceptions of safe and comfortable bikeways. Protected, low-stress streets, and bicycle-prioritized route types are constantly being revised and improved to meet the community's needs.

The improvements described in this section have been implemented in other states in the United States as well as other countries with great success and are quickly becoming standard recommendations.

Details of these route types and other treatments can be found in the NACTO Urban Bikeway Design Guide, FHWA Separated Bike Lane Planning and Design Guide, or the AASHTO Guide for the Development of Bicycle Facilities.

Bicycle Boulevards

Bicycle boulevards provide a convenient, low stress cycling environment for people of all ages and abilities. They are installed on streets with low vehicular volumes and speeds and often parallel higher volume, higher speed arterials. Bicycle boulevard treatments use a combination of signs, pavement markings, traffic diverters, and traffic calming measures that help to discourage through trips by motor vehicle drivers and create safe, convenient bicycle crossings of busy arterial streets. They are similar to class III bicycle routes but tend to include more traffic calming and diversion infrastructure.

Signage and Wayfinding

Signage and wayfinding on all streets and bicycle routes are intended to identify routes to both bicyclists and drivers, provide destination information and branding, and to inform all users of changes in roadway conditions.

Colored Bicycle Lanes

Colored pavement increases the visibility of bicycle routes, identifying potential areas of conflict or transition, and reinforces bicyclists' priority in these areas. Colored pavement can be used as a corridor treatment, along the length of a bicycle lane or within a protected bikeway. Additionally, it can be used as a spot treatment, such as crossing markings at particularly complex intersections where the bicycle path may be unclear. Consistent application of color across a bikeway corridor is important to promote clear understanding for all roadway users.

Green Colored Transition Striping

Intersection or mid-block crossing markings indicate the intended path of bicyclists. Colored striping can be used to highlight conflict areas between bicyclists and vehicles, such as where bicycle lanes merge across motor vehicle turn lanes.

Bicycle boulevard

Signage and wayfinding

Colored bicycle lane

Green colored transition striping

Protected Intersections

Protected intersections maintain the integrity (low stress experience) of their adjoining separated bicycle lanes by fully separating bicyclists from motor vehicles at intersections. Hallmark features of these protected intersections include two-stage crossings supported by an advance queuing space, protective concrete islands, special bicycle-cross markings (parallel with crosswalks), and special signal phasing.

Two-Stage Left Turn Queue Box

Two-stage turn queue boxes can provide a more comfortable left-turn crossing for many bicyclists because they entail two low stress crossings, rather than one potentially high stress one. They also provide a degree of separation from vehicular traffic, because they do not require merging with vehicle traffic to make left turns. Bicyclists wanting to make a left turn can continue into the intersection when they have a green light and pull into the green queue box. Bicyclists then turn 90 degrees to face their intended direction and wait for the green light of a new signal phase to continue through.

Bicycle Signals

This category includes all types of traffic signals directed at bicyclists. These can include typical green/yellow/red signals with signage explaining the signal controls, or special bikeway icons displayed within the signage lights themselves. Near-side bicycle signals may incorporate a “countdown to green” display, as well as a “countdown to red.”

Bicycle Detection

Bicycle detection is used at intersections with traffic signals to alert the signal controller that a bicycle crossing event has been requested. Bicycle detection can occur either through the use of push buttons or by automated means and are marked by standard pavement symbols.

Protected intersection

Two-stage left turn queue box

Bicycle signals

Bicycle detection

4.2.4 TRAFFIC CALMING

Traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through motor vehicle traffic volumes. The intent of traffic calming is to alter driver behavior and to improve street safety, livability, and other public purposes. Other techniques consist of operational measures such as police enforcement and speed displays. The following examples provided are traffic calming measures that may apply to Los Alamitos.

Roundabouts/Traffic Circles

A roundabout is a circular intersection with yield control at its entry that allows a driver to proceed at controlled speeds in a counterclockwise direction around a central island. Roundabouts are designed to maximize motorized and non-motorized traffic through their innovative design that includes reconfigured sidewalks, bikeway bypasses, high-visibility crosswalks, pedestrian flashing beacons, and other traffic measures. Roundabouts can be implemented on most streets but may require additional right-of-way.

A traffic circle is a small-scale traffic calming measure commonly applied at uncontrolled intersections on low volume, local residential streets. They lower traffic speeds on each approach and typically avoid or reduce right-of-way conflicts because the overall footprint is smaller compared to roundabouts. Traffic circles may be installed using simple markings or raised islands but are best accompanied with drought-tolerant landscaping or other attractive vertical elements.

Signals and Warning Devices

Traditional pedestrian signals remain the gold standard for high quality pedestrian crossings, although some cases warrant new signal technologies. Pedestrian Hybrid Beacons (PHBs) and Rectangular Rapid Flashing Beacons (RRFBs) are special signals used to warn and control traffic at unsignalized locations to assist pedestrians in crossing a street via a marked crosswalk. Either of these devices should be installed at locations that have pedestrian desire lines and that connect people to popular destinations such as schools, parks, and retail. Research has shown that PHBs tend to have a 90 percent motorist compliance rate versus RRFBs, which tend to have an 80 percent motorist compliance rate. Traditional pedestrian signals tend to have around a 100 percent compliance rate, which improves safety over other types of signals, and therefore are preferable for pedestrian facilities.

Signals and warning devices should be paired with additional pedestrian improvements, where appropriate, such as curb extensions, enhanced crosswalk marking, lighting, median refuge islands, corresponding signage, and advanced yield markings to mitigate multiple threat crashes on multi-lane roadways.

Speed Tables/Raised Crosswalks

Speed tables are flat-topped road humps, often constructed with textured surfacing on the flat section. Speed tables and raised crosswalks help to reduce vehicle speeds and enhance pedestrian safety.

Traffic circle

Signal and warning devices

Speed table

Speed Displays

Speed displays measure the speed of approaching vehicles by radar and inform drivers of their speeds using an LED display. Speed displays contribute to increased traffic safety because they are particularly effective in getting drivers traveling ten or more miles per hour over the speed limit to reduce their speed.

Chicanes

Chicanes are a series of narrowings or curb extensions that alternate from one side of the street to the other forming an S-shaped path. Chicanes reduce drivers' speeds by causing them to shift their horizontal path of travel.

Traffic Diverters

A traffic diverter is a roadway design feature placed in a roadway to prohibit vehicular traffic from entering into or exiting from the street, or both.

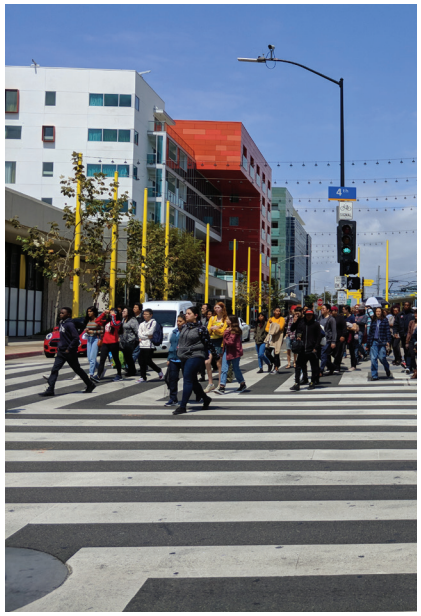
On-Street Edge Friction

Edge friction is a combination of vertical elements such as on-street parking, bicycle routes, chicanes, site furnishings, street trees, and shrubs that reduce the perceived street width, which has been shown to reduce motor vehicle speeds.

Speed display

Chicanes

Traffic diverter



Enhanced crosswalk markings

Curb extensions

Refuge island

Mid-block crossing

4.2.5 PEDESTRIAN TREATMENTS

Most streets in Los Alamitos have sidewalks, and the network has been evaluated to determine if appropriate sidewalk widths and ADA compliant curb ramps are present (ADA Transition Plan). While many intersections are signalized and have crosswalks, there are some segments with long blocks without convenient crossing places. Providing crossing treatments will help to reduce “jaywalking” and unsafe crossings between intersections.

Enhanced Crosswalk Markings

Enhanced crosswalk markings can be installed at existing or proposed crosswalk locations. They are designed to both guide pedestrians and to alert drivers of a crossing location. The bold pattern is intended to enhance visual awareness.

Curb Extensions

Also called bulb-outs or neck-downs, curb extensions extend the curb line outward into the travel way, reducing the pedestrian crossing distance. Typically occurring at intersections, they increase pedestrian visibility, reduce the distance a pedestrian must cross, and reduce vehicular delay. Curb extensions must be installed in locations where they will not interfere with bicycle lanes or separated bikeways. If both treatments are needed, additional design features such as ramps, or half-sized curb extensions should be considered.

Refuge Island

Refuge islands provide pedestrians and bicyclists a relatively safe place within an intersection and midblock crossing to wait if they are unable to complete their crossing in one movement.

Mid-block Crossings

Mid-block crossings provide convenient locations for pedestrians and bicyclists to cross thoroughfares in areas with infrequent intersection crossings or where the nearest intersection creates substantial out-of-direction travel. Mid-block crossings should be paired with additional traffic-control devices such as traditional Pedestrian Signals, PHBs, RRFBs, LED enhanced flashing signs, and/or refuge islands.

Lighting

Pedestrian-scale lighting provides many practical and safety benefits, such as illuminating the path and making crossing walkers and bicyclists more visible to drivers. Lighting can also be designed to be fun, artistic, and interactive.

Leading Pedestrian Intervals (LPIs)

A Leading Pedestrian Interval (LPI) is a signal timing technique that typically gives pedestrians a three to seven second head start when entering a crosswalk with a corresponding green signal in the same direction of travel. LPIs enhance the visibility of pedestrians in the intersection and reinforce their right-of-way overturning vehicles, especially in locations with a history of conflict. Generally, this leads to a greater likelihood of vehicles yielding. Depending on intersection volume and safety history, a normal right-turn-on-red (RTOR) might be explicitly prohibited during the LPI phase.

Pedestrian Scramble

Pedestrian scrambles, also known as all-way pedestrian phases, stop vehicular traffic flow simultaneously in all directions to allow pedestrians to cross the intersection in any direction. They are used at intersections with particularly heavy pedestrian crossing levels. Unless cycle lengths can be kept under 90 seconds, Leading Pedestrian Intervals (LPIs) are generally preferred over pedestrian scrambles.

Modified Traffic Signal Timing

Adjusting the time, phasing, and actuation needed to cross high-volume and wide streets, provides additional safety and comfort for pedestrians and bicyclists.

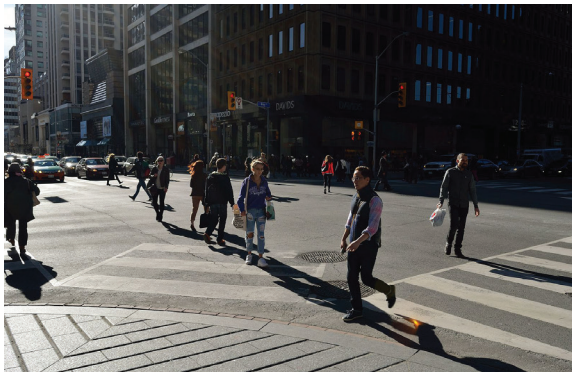
Senior Zones

Potential future city designated senior zones can be enhanced with street signage, increased crossing times at traffic signals, benches, bus stops with shelters, and pedestrian lighting.

Transit Stop Amenities

Transit stop amenities such as shelters with overhead protection, seating, trash receptacles, and lighting are essential for encouraging people to make use of public transit.

Lighting



Pedestrian scramble

Bus stop with shelter

4.2.6 PLACEMAKING

The inclusion of urban elements such as parklets and community gardens encourages walking and provides usable space for all ages. In many cities, these urban elements have helped to transform urban villages and downtowns into walkable destinations. Coordinating with local Los Alamitos businesses and organizations may provide collaborative design and funding opportunities between the City, its businesses, residents, and visitors.

Parklets

Parklets are small, outdoor seating areas that take over one or two parking spots, reclaiming the space for the community, and improving the urban environment's aesthetics and streetscape.

Community Gardens

Community gardens provide fresh produce and plants and assist in neighborhood improvement through a sense of community and connection to the environment. They are typically managed by local governments or non-profit associations.

Special Intersection Paving and Crosswalk Art

Special intersection paving and crosswalk art provide unique opportunities at intersections to highlight crossings, key civic or commercial locations, while breaking the visual monotony of asphalt. Intersection paving treatments and crosswalk art can integrate context-sensitive colors, textures, and scoring patterns.

Paving treatments and crosswalk art do not define a crosswalk and should not be seen as a safety measure. Standard transverse or longitudinal high visibility crosswalk markings are still required.

Furnishings and Public Art

Transit shelters, bicycle racks, seating, and public art provide important amenities for functionality, design and vitality of the urban environment. They announce that the street is a safe and comfortable place to be and provide visual detail and interest.

Parklets

Community garden

Crosswalk art

Public art

4.3 BICYCLE AND PEDESTRIAN RECOMMENDATIONS

This section addresses the physical recommendations to help improve the non-motorized environment in Los Alamitos. These recommendations include many of the facility types and amenities referenced at the beginning of this chapter. Subsequent sections discuss the associated programs that help support this ATP's long-term goals.

Route implementation has no specific timeline, since the availability of funds for implementation is variable and tied to the priorities of the City's capital projects. If there is desire, recommended projects can be implemented at whatever interval best fits funding cycles or to take into consideration the availability of new information, new funding sources, updated collision statistics, updated CIP lists, etc.

The proposed projects form a comprehensive, low stress network that includes bicycle facilities on every major (arterial) street and several smaller (local) streets, as well. The plan recommends a total of 18 bikeway projects (see Table 4-1) that equate to 17.4 miles of new bikeways. Of these, three percent are multi-use paths, 41 percent are bicycle lanes, and 50 percent are bicycle routes. The remaining six percent represents potential projects that should be explored and studied to fully understand the future opportunities of these segments

Along the 18 proposed routes, recommendations were developed based on analysis of existing conditions, community input, field observations, and previous planning and CIP projects. The recommended projects are mapped by facility types and identification number accompanied with tables listing detailed information such as location, route type, and extent. The following project sheets provide a brief description, maps, and metrics associated with each of the top ten bikeway projects. These project sheets can be used to help guide future development, CIP projects, and grant pursuits.

Each of these proposed projects represent a variety of street types that currently lack safe access and mobility for pedestrians, bicyclists, and other non-motorized modes. These treatments are important to mending existing safety and connectivity gaps within the city's current bicycle network. They can be implemented at the interval that best fits funding cycles, city discretion, or to take into consideration the availability of new information, new funding sources, updated collision statistics, updated CIP lists, etc.

4.4 PRIORITIZATION PROCESS

The project prioritization procedure is a data-driven and interactive process consisting of cumulative scores derived from various criteria. The goal of project prioritization is to provide the city guidance on which projects to pursue future design and funding endeavors such as yearly CIP discussions or grant opportunities like Caltrans' ATP program.

The criteria used are consistent with regional best practices and they include:

- Proximity to schools, parks, commercial centers, and transit stops
- Pedestrian and bicycle collisions
- Census data such as youth population density, employment density, walk to work, bike to work, and vehicle ownership
- CalEnviroScreen 3.0

The complete and detailed list of the criteria and scores can be found in Appendix C.

TABLE 4-1: Proposed Projects

RANK	CORRIDOR	CLASS TYPE	MILEAGE	BETWEEN		NOTES
1	Katella Ave	Class II	2.71	I-605	Walker Street	Class II bike lanes where feasible. City to coordinate with Caltrans & OCTA on I-605/ Katella project. Priority corridor that requires detailed attention to implement various recommendations.
2	Bloomfield Ave	Class II/III	1.39	Ball Road	Farquhar Avenue	Class II between north city boundary and Katella Ave, add painted buffers where possible; Class III between Katella Ave and Farquhar Ave.
3	Cerritos Ave	Class II	1.31	Coyote Creek Bikeway	Lexington Drive	Class II bike lanes with painted buffers where possible; priority corridor due to high volumes of multi-modal traffic because of nearby schools, businesses, and access to Coyote Creek multi-use path
4	Los Alamitos Blvd	Class II	1.91	Coyote Creek Bikeway	Bradbury Road	Class II bike lanes where feasible. Priority corridor that requires detailed attention to implement various recommendations.
5	Howard Ave	Class III	1	Los Alamitos Blvd	Lexington Drive	Class III route. Potential to be branded as a neighborhood greenway with addition of traffic calming and placemaking elements i.e. crosswalk art, curb extensions, and wayfinding signage
6	Green Ave	Class III	1	Los Alamitos Blvd	Lexington Drive	Class III route; Priority corridor because it runs parallel to Katella Ave, providing connections to multiple destinations. Can be branded as a neighborhood greenway with additional elements i.e. crosswalk art, curb extensions, and wayfinding signage
7	Ball Rd	Class II	0.24	Coyote Creek Bikeway	Bloomfield Street	Add painted buffers and signage to existing bike lanes. Wayfinding signage directs people to Coyote Creek multi-use path
8	Farquhar Ave	Class III	1	Los Alamitos Blvd	Lexington Drive	Class III route. Potential to be branded as a neighborhood greenway with addition of traffic calming and placemaking elements i.e. crosswalk art, curb extensions, and wayfinding signage

TABLE 4-1: Proposed Projects (Cont.)

RANK	CORRIDOR	CLASS TYPE	MILEAGE	BETWEEN		NOTES
9	Oak St	Class III	0.38	Sausalito Street	Katella Ave	Class III route; enhancements will improve access to school and Coyote Creek multi-use path; Potential to be branded as a neighborhood greenway with addition of elements i.e. crosswalk art, curb extensions, and wayfinding signage
10	Walnut St	Class III	0.38	Sausalito Street	Katella Ave	Class III route; Important corridor because it provides direct access to and from City and Rossmoor; Potential to be branded as a neighborhood greenway with addition of traffic calming and placemaking elements i.e. crosswalk art, curb extensions, and wayfinding signage
11	Lexington Dr	Class II/III	0.75	Cerritos Avenue	Farquhar Avenue	Class III between Cerritos Ave and Katella Ave; Class II between Katella Ave and Farquhar Ave
12	Chestnut St	Class III	0.5	Sausalito Street	Katella Ave	Class III route. Potential to be branded as a neighborhood greenway with addition of traffic calming and placemaking elements i.e. crosswalk art, curb extensions, and wayfinding signage
13	Reagan St	Class II/III	0.63	Sausalito Street	Farquhar Avenue	Class II between Briggerman Dr and Katella Ave, add painted buffers where possible; Class III route between Katella Ave and Farquhar Ave; requires additional study to verify installation of new traffic signal at intersection of Reagan St and Katella Ave
14	Pine St (Multiple Streets)	Class III	1.57	Various streets	Various streets	Class III route. Potential to be branded as a neighborhood greenway and exercise loop with addition of traffic calming and placemaking elements i.e. crosswalk art, curb extensions, and wayfinding signage
15	Florista St	Class II/III	0.38	Oak Street	Reagan Street	Class III bike lanes between Oak Street and Los Alamitos Blvd, add painted buffers where possible; Class III bike route between Los Alamitos Blvd and Reagan St; add wayfinding signage to direct people to nearby routes

TABLE 4-1: Proposed Projects (Cont.)

RANK	CORRIDOR	CLASS TYPE	MILEAGE	BETWEEN		NOTES
16	Sausalito St	Class III	0.38	Oak Street	Reagan Street	Class II bike lanes with painted buffers where possible; add wayfinding signage to direct people to nearby routes
17	Carbon Creek Channel	Class I	0.5	Los Alamitos Blvd	Bloomfield Street	Class I multi-use path on Coyote Creek flood control channel service roads. Multi-use path shifts sides to avoid conflicts with residential homes, would requrie prefab bridge
18	Antietam Ave (Multiple Streets)	Class III	1.31	Various streets	Various streets	Class III route. Potential to be branded as a neighborhood greenway and exercise loop with addition of traffic calming and placemaking elements i.e. crosswalk art, curb extensions, and wayfinding signage
19*	I-605 Bypass Multi-use Path	Class I	-	Coyote Creek Bikeway	Katella Ave	Opportunity to construct a class I multi-use path that would provide a safe connection to and from the Coyote Creek path while bypassing the I-605 interchange.
20*	Rossmoor Bypass Route	Class III	-	Katella Ave/Walnut St	Hedwig Rd / Los Alamitos Blvd	Opportunity to work closely with the Rossmoor community to install a class III route with appropriate wayfinding signage to direct people to nearby bike routes that bypass the Los Alamitos Blvd and Katella Ave intersection
21*	Rossmoor Storm Channel Multi-use Path	Class I	-	Los Alamitos Blvd	Lexington Drive	Opportunity to construct a class I multi-use path along the flood control channel service road; Will need coordination with OC Flood Control District and other stakeholders to determine best design solutions
22**	Katella Ave	TBD	-	Walnut Street	Bloomfield Street	Segment warrants a detailed study to fully understand the constraints and opportunities; See detailed note below
23**	Los Alamitos Blvd	TBD	-	Sausalito Street	Katella Ave	Segment warrants a detailed study to fully understand the constraints and opportunities; See detailed note below

**Los"Future Opportunity" projects that can be implemented with additional outreach and design consideration.*

***"Additional Feasibility Study Needed" projects warrant detailed studies to fully understand the constraints and opportunities of these segments. The existing conditions, if unchanged, pose challenges for the implementation of safe and comfortable bike and pedestrian facilities due to traffic volumes, travel lanes, and limited right-of-way. Understanding that these segments are currently being redesigned, further feasibility studies would include in-depth field work, conversations with city staff between all related departments, and community engagement to determine best solutions.*

4.5 PRIORITY PROJECTS

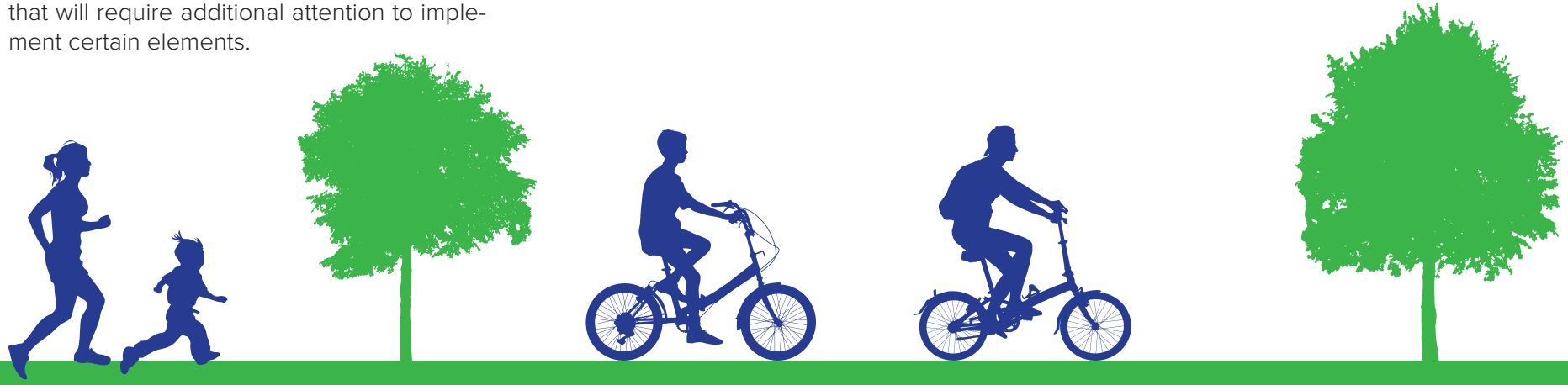
Once the prioritization process was completed, a total of 18 priority projects were selected. These projects will create a network of complete streets that will improve non-motorized and transit use throughout Los Alamitos. Each priority project represents a variety of street types that currently lack safe access and mobility for pedestrians, bicyclists, and other non-motorized modes.

Each project cut sheet includes information that help describe how the corridor can be transformed to improve the walking and bicycling environment. Infographics, aerial imagery, and recommendations are highlighted in each project cut sheet.

Proposed bikeway projects are depicted as dashed lines on Figures 4-2 through 4-19 and do not represent actual locations on the roadways. Several corridors contain additional notes that point out special circumstances that will require additional attention to implement certain elements.

SELECTED CORRIDORS

1. Katella Avenue
2. Bloomfield Avenue
3. Cerritos Avenue
4. Los Alamitos Boulevard
5. Howard Avenue
6. Green Avenue
7. Ball Road
8. Farquhar Avenue
9. Oak Street
10. Walnut Street
11. Lexington Drive
12. Chestnut Street
13. Reagan Street
14. Pine Street (Multiple Streets)
15. Florista Street
16. Sausalito Street
17. Carbon Creek Channel
18. Antietam Avenue (Multiple Streets)



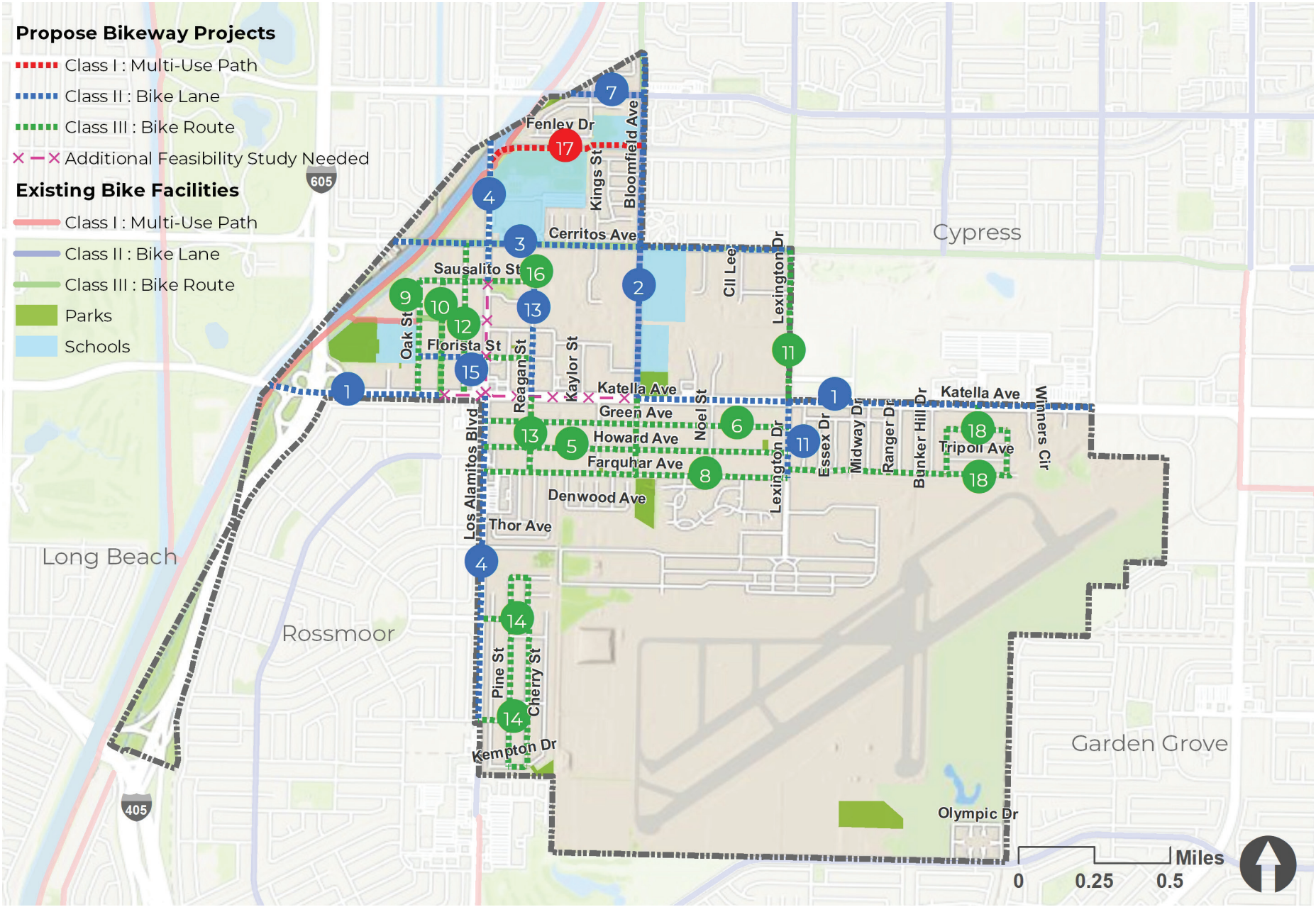


FIGURE 4-1: Top 18 Projects

PROJECT 1

KATELLA AVENUE

COST ESTIMATE: $840,393

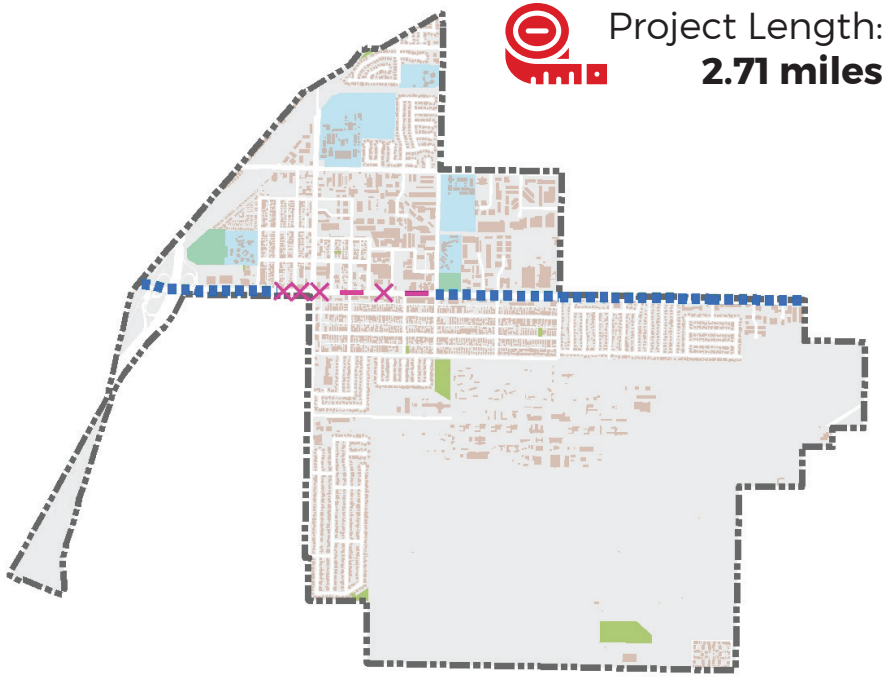
EXISTING CONDITIONS

The Katella Avenue corridor is located in central Los Alamitos and runs west to east. Katella Avenue is a primary corridor that provides access to major commercial, civic, school, and park destinations both within the city and to neighboring cities such as City Hall, shopping centers at the Los Alamitos Boulevard intersection, Los Alamitos Medical Center, and Laurel Park. This highly trafficked corridor serves multiple transportation needs for motorists, pedestrians, bicyclists, and transit users. The corridor has experienced multiple types of collisions involving pedestrians, bicyclists, and motorists. Katella Avenue also provides access to neighboring cities such as Long Beach Cypress as well as Interstate 605.

RECOMMENDATIONS

Recommendations for Katella Avenue include Class II bike lanes, enhanced green transition striping at key intersections and driveways, high-visibility crosswalks, and adjusting traffic signal timing at key intersections. Long term recommendations should take into account other planned projects underway such as the Caltrans I-605/Katella Avenue Interchange project.

The section highlighted as “Additional Feasbibility Study Needed” includes the segment between Walnut Street and Bloomfield Street. It is recommended the city pursue an additional feasibility study to fully understand the future opportunities of this segment. The existing conditions, if unchanged, pose challenges for the implementation of safe and comfortable bike and pedestrian facilities due to traffic volumes, travel lanes, and limited right-of-way. Special feasibility studies would include in-depth field work, conversations with City staff, and stakeholder engagement to determine possible solutions to the issues identified in this ATP.



AT A GLANCE

0
Schools

1
Park

47
Crosswalk Improvements

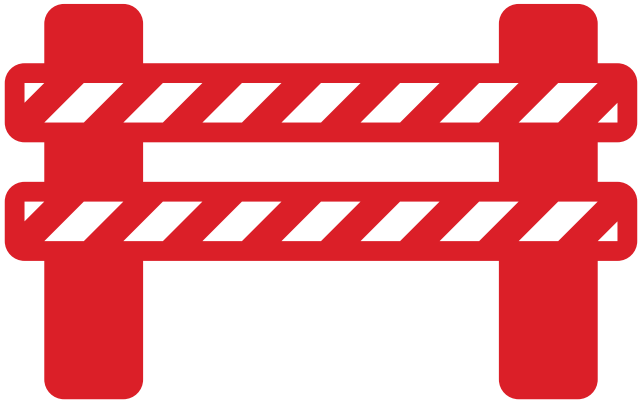
13
Pedestrian Collisions

10
Bicycle Collisions

354 ft
of Missing Sidewalks

FIGURE 4-2: Katella Avenue Improvements

FIGURE 4-2: Katella Avenue Improvements (Cont.)



END OF CORRIDOR

PROJECT 2

BLOOMFIELD AVENUE

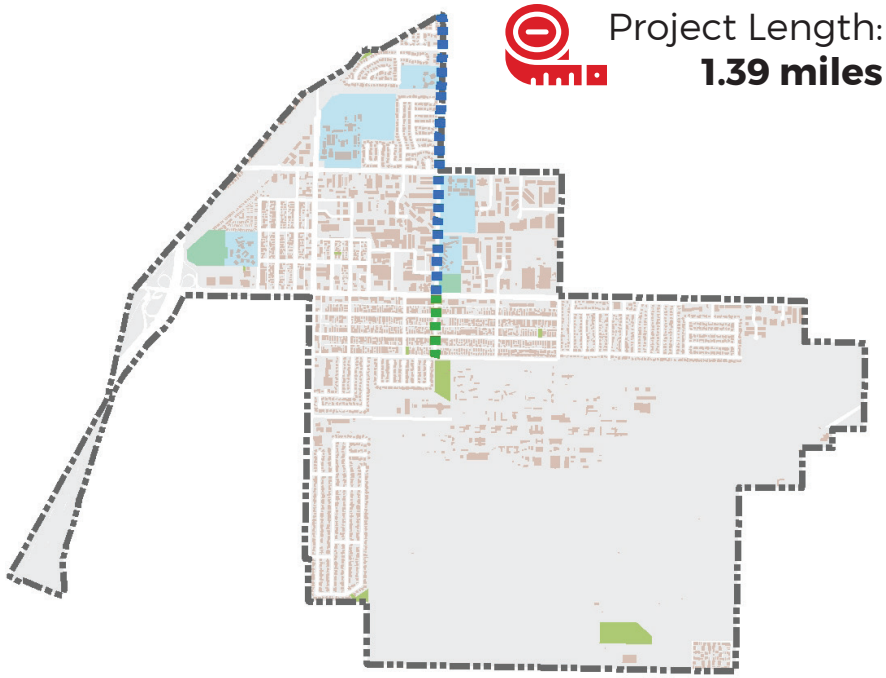
COST ESTIMATE: $728,013

EXISTING CONDITIONS

Bloomfield Avenue is a north-south corridor that travels through a variety of land uses such as industrial, single and multi-family residential, educational, and parks. This corridor experiences high volumes of traffic and is one of the city's primary thoroughfares. The corridor connects to activity centers such as Los Alamitos Elementary School, McAuliffe Middle School, L.A.U.S.D. District Office, Laurel Park, Little Cottonwood Park, and several businesses. There is minimal signage along the corridor that indicate a bike route, as well as a short two-block Bike Lane segment heading north on the corridor. Sidewalks exist throughout with minimal tree cover, and a posted speed limit of 25-40 mph. Truck routes and one bus line service this corridor.

RECOMMENDATIONS

Dedicated bicycle facilities are feasible due to the availability of existing ROW and its existing section of a bicycle facilities. The proposed improvements for Bloomfield Avenue include the installation of class II bike lanes from Katella Avenue to northern city limits, as well as a class III bike route from Katella Avenue to Farquhar Avenue. North of Katella Avenue, restriping of the vehicular travel lanes will be necessary to accommodate the installation of Class II Bike lanes. South of Katella Avenue the installation of green-backed sharrows and signage is recommended to indicate a class III bike route. The project proposes pavement markings, signage, and transition striping along the entire corridor. Pedestrian improvements include installation of missing truncated domes, high visibility crosswalks, and streets trees where feasible.



Project Length:
1.39 miles

AT A GLANCE

3
Schools

1
Park

26
Crosswalk Improvements

2
Pedestrian Collisions

4
Bicycle Collisions

0
Missing Sidewalks

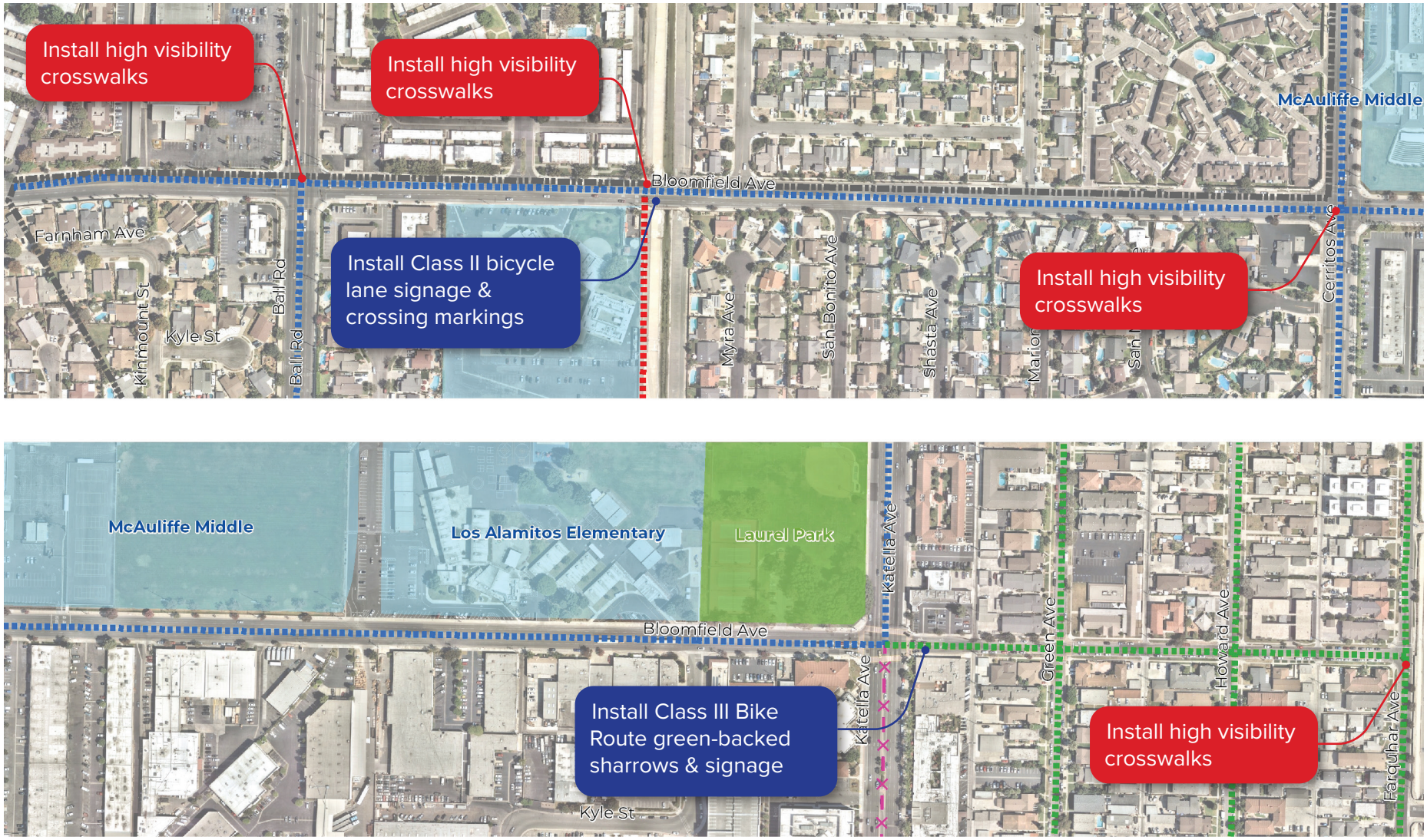


FIGURE 4-3: Bloomfield Avenue Improvements

PROJECT 3

CERRITOS AVENUE

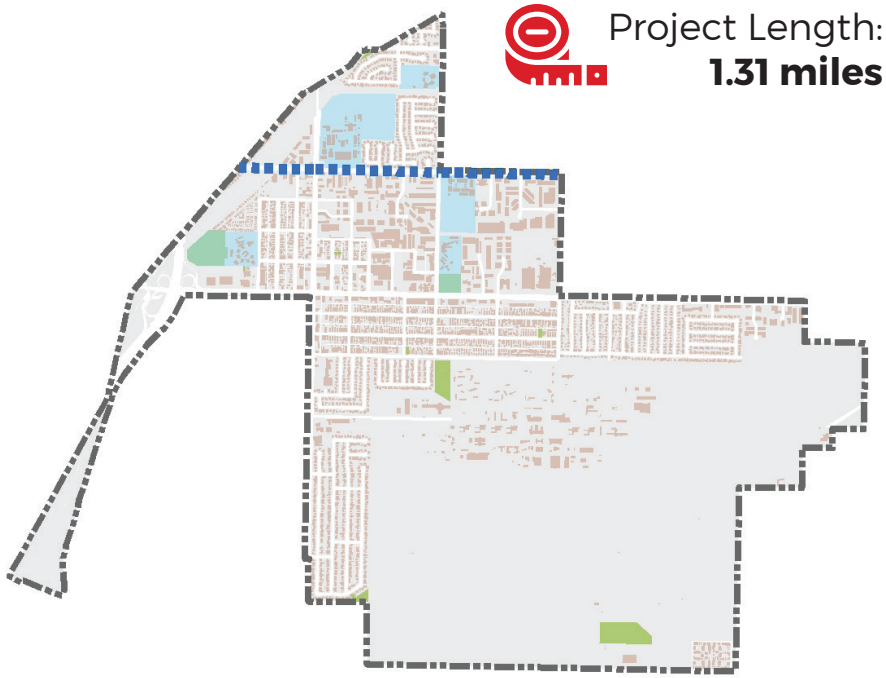
COST ESTIMATE: $626,402

EXISTING CONDITIONS

Cerritos Avenue is an east-west corridor that travels through a variety of land uses such as industrial, single and multi-family residential, educational, and some commercial. This corridor experiences high volumes of traffic due to Los Alamitos High School and is one of the city's primary thoroughfares. The corridor provides a connection between neighboring cities Long Beach and Cypress, as well as provides connections to activity centers such as Los Alamitos High School, McAuliffe Middle School, and several businesses. No bicycle infrastructure currently exists along the corridor; however, there is access to the Coyote Creek multi-use path. Sidewalks exist throughout the corridor, except for a short segment on the over-pass above Coyote Creek, where there is a sidewalk segment missing on northern portion of the street. The posted speed limit of 35 mph. Truck routes and three bus lines serve this corridor.

RECOMMENDATIONS

The proposed improvements for Cerritos Avenue include the installation of a class II bike lanes along the entirety of the corridor. Restriping of the vehicular travel lanes will be necessary to accommodate the installation of class II bike lanes. The project proposes pavement markings, signage, and transition striping at key intersections along the corridor. Pedestrian improvements include installation of missing truncated domes, high visibility crosswalks, and streets trees where feasible.



Project Length:
1.31 miles

AT A GLANCE

2
Schools

0
Parks

20
Crosswalk Improvements

0
Pedestrian Collisions

1
Bicycle Collision

1,148 ft
of Missing Sidewalks

FIGURE 4-4: Cerritos Avenue Improvements

PROJECT 4

LOS ALAMITOS BOULEVARD

COST ESTIMATE: $732,861

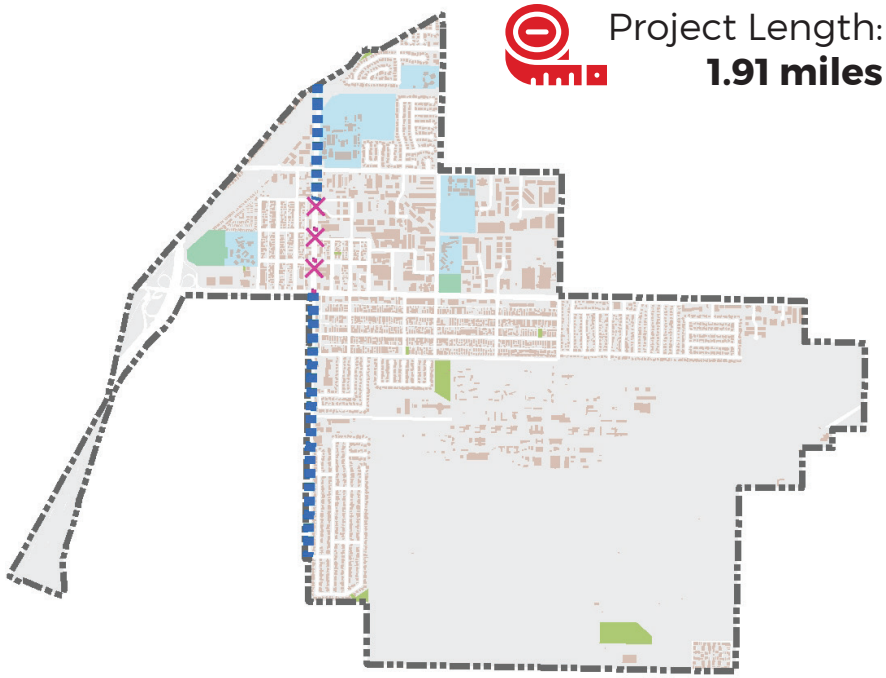
EXISTING CONDITIONS

The Los Alamitos Boulevard corridor is located in western Los Alamitos and runs north to south. This primary corridor provides access to major commercial, civic, school, and park destinations both within the city and to neighboring cities. Important destinations along Los Alamitos Boulevard include Los Alamitos High School, Coyote Creek multi-use path, and several major shopping centers. This highly trafficked corridor serves multiple transportation needs for motorists, pedestrians, bicyclists, and transit users. The corridor has experienced multiple types of collisions involving pedestrians, bicyclists, and motorists.

RECOMMENDATIONS

Recommendations for Los Alamitos Boulevard include class II bike lanes, enhanced green transition striping at key intersections and driveways, high-visibility crosswalks, and adjusting traffic signal timing at key intersections. There is an opportunity for the city to explore pilot projects such as “all-red” pedestrian signal phasing. Additional studies could determine the viability of an “all-red” pedestrian signal at the Los Alamitos Boulevard/Cerritos Avenue intersection.

The section highlighted as “Additional Feasbibility Study Needed” includes the segment between Sausalito Street and Katella Avenue. It is recommended the city pursue an additional feasibility study to fully understand the future opportunities of this segment. The existing conditions, if unchanged, pose challenges for the implementation of safe and comfortable bike and pedestrian facilities due to traffic volumes, travel lanes, and limited right-of-way. Special feasibility studies would include in-depth field work, conversations with city staff, and stakeholder engagement to determine possible solutions to the issues identified in this ATP.



AT A GLANCE

1
School

0
Parks

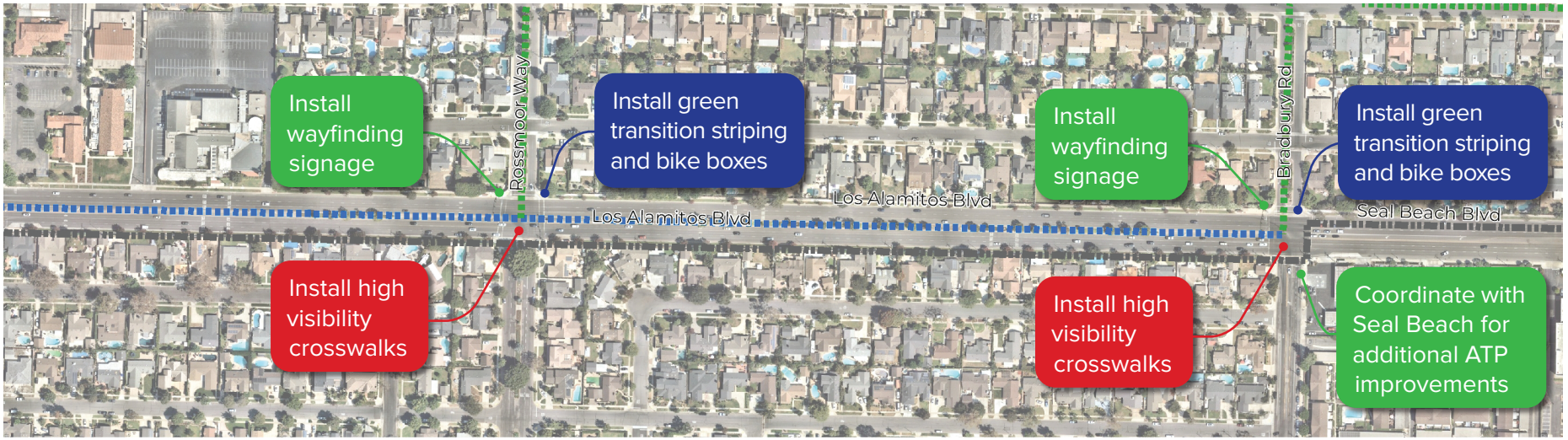
32
Crosswalk Improvements

4
Pedestrian Collisions

6
Bicycle Collisions

1,060 ft
of Missing Sidewalks

FIGURE 4-5: Los Alamitos Boulevard Improvements



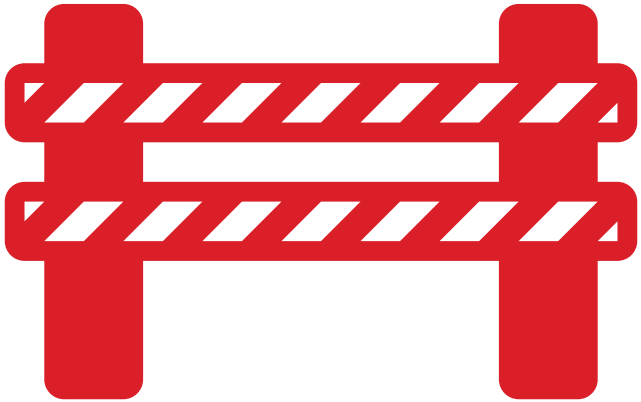
Proposed Bikeway Projects
- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type

Parks
Schools

Recommendations
- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-5: Los Alamitos Boulevard Improvements (Cont.)



END OF CORRIDOR

PROJECT 5

HOWARD AVENUE

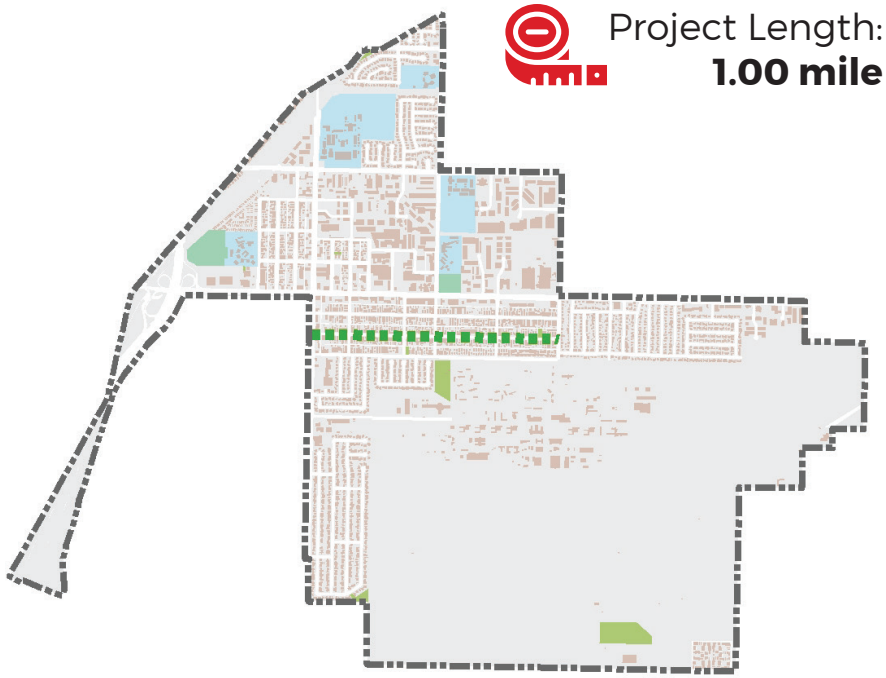
COST ESTIMATE: $478,116

EXISTING CONDITIONS

The Howard Avenue corridor is located in central Los Alamitos and runs east to west. The corridor is located in a residential neighborhood and provides access to several commercial destinations located along Los Alamitos Boulevard. The only major destination located along Howard Avenue is Labourdette Park. There was one bicycle-related collision and no reported pedestrian collisions on Howard Avenue.

RECOMMENDATIONS

The Howard Avenue proposed improvements proposed improvements include installing a class III bike route with greenback sharrows, wayfinding signage, and high-visibility crosswalks. This project has the potential to be branded as a neighborhood greenway with the addition of crosswalk art, fun wayfinding signage, and local art installations at key intersections. An optional mid-block crossing can be installed at Labourdette Park.



AT A GLANCE

0 Schools

1 Park

19 Crosswalk Improvements

0 Pedestrian Collisions

1 Bicycle Collision

0 Missing Sidewalks

FIGURE 4-6: Howard Avenue Improvements

PROJECT 6

GREEN AVENUE

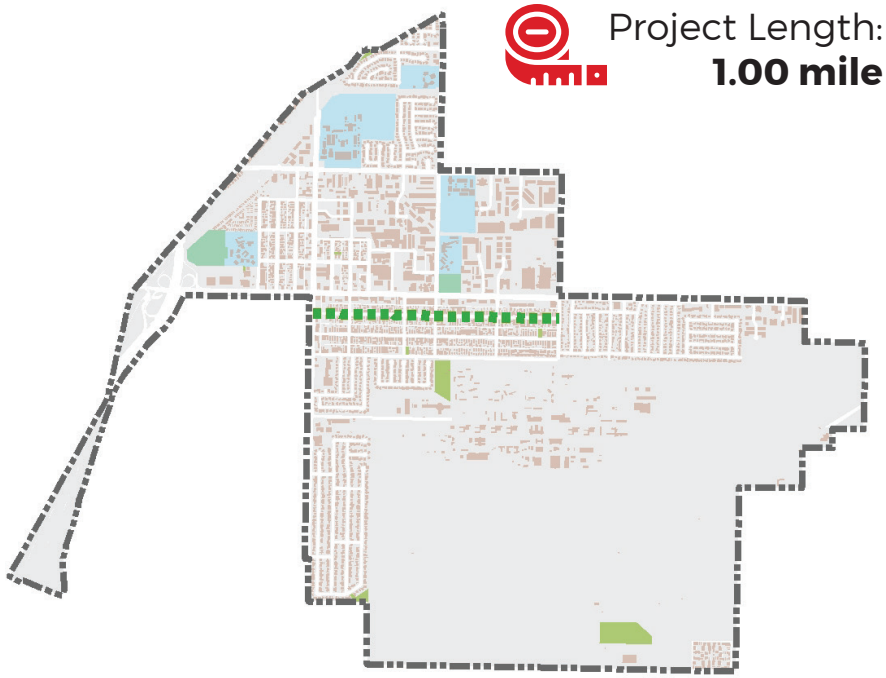
COST ESTIMATE: $429,602

EXISTING CONDITIONS

The Green Avenue corridor is located in north central Los Alamitos and runs east to west. The corridor is located in a residential neighborhood and provides access to several commercial destinations located along Katella Avenue and Los Alamitos Boulevard. There are no immediate schools or parks located along this corridor, but access to Laurel Park and Los Alamitos Elementary School is possible via the Bloomfield Street intersection. There were no reported bicycle and pedestrian related collisions.

RECOMMENDATIONS

The Green Avenue proposed improvements include installing a class III bike route with greenback sharrows, wayfinding signage, and high-visibility crosswalks. This project has the potential to be branded as a neighborhood greenway with the addition of crosswalk art, fun wayfinding signage, and local art installations at key intersections.



AT A GLANCE

0 Schools

0 Parks

14 Crosswalk Improvements

0 Pedestrian Collisions

0 Bicycle Collisions

0 Missing Sidewalks

FIGURE 4-7: Green Avenue Improvements

PROJECT 7

BALL ROAD

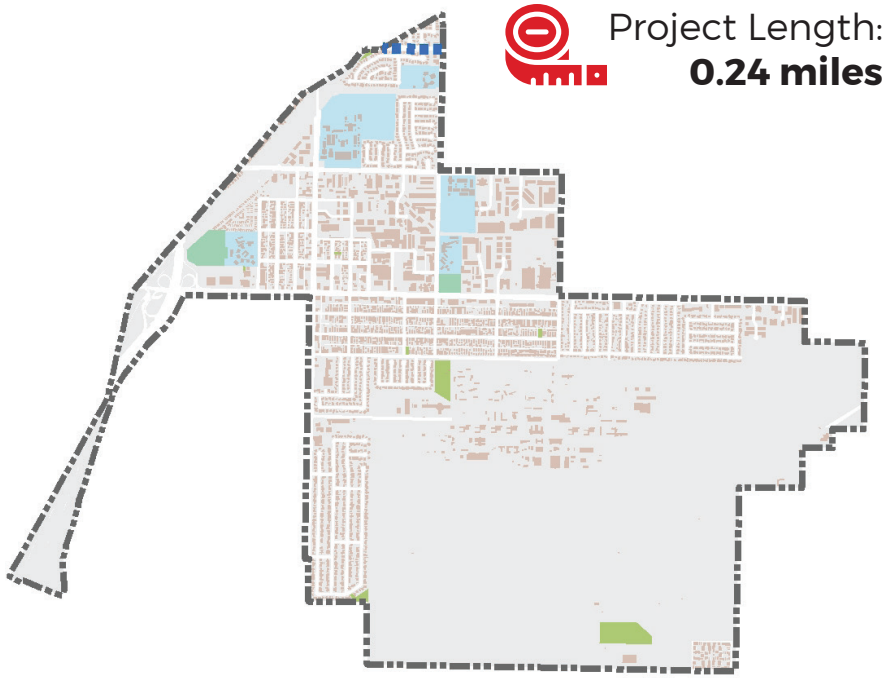
COST ESTIMATE: $119,147

EXISTING CONDITIONS

Ball Road is an east-west corridor on the northern part of the city that travels almost entirely through single family residential and minimal commercial land use. This corridor experiences average volumes of traffic and provides connections to Long Beach and Cypress. There is minimal signage along the corridor that indicates a class II bike lane, however striping is installed on the roadway that indicates a class II bike lane. Sidewalks exist throughout with minimal tree cover, and a posted speed limit of 45 mph. Truck routes and one bus line service this corridor. Further improvements to the existing bicycle facilities are recommended. A buffer is feasible due to the availability of existing ROW.

RECOMMENDATIONS

The proposed improvements for Ball Road include the installation of a class II buffered bike lane along the entirety of the corridor within the city limits. Restriping of the vehicular travel lanes will be necessary to accommodate the installation of painted buffers to the bike lanes. The project proposes pavement markings, signage, and transition striping along the entire corridor. Pedestrian improvements include installation of missing truncated domes, high visibility crosswalks, and streets trees where feasible.



Project Length:
0.24 miles

AT A GLANCE

0
Schools

1
Park

8
Crosswalk Improvements

1
Pedestrian Collision

1
Bicycle Collision

0
Missing Sidewalks

Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type

- Parks
- Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-8: Ball Road Improvements

PROJECT 8

FARQUHAR AVENUE

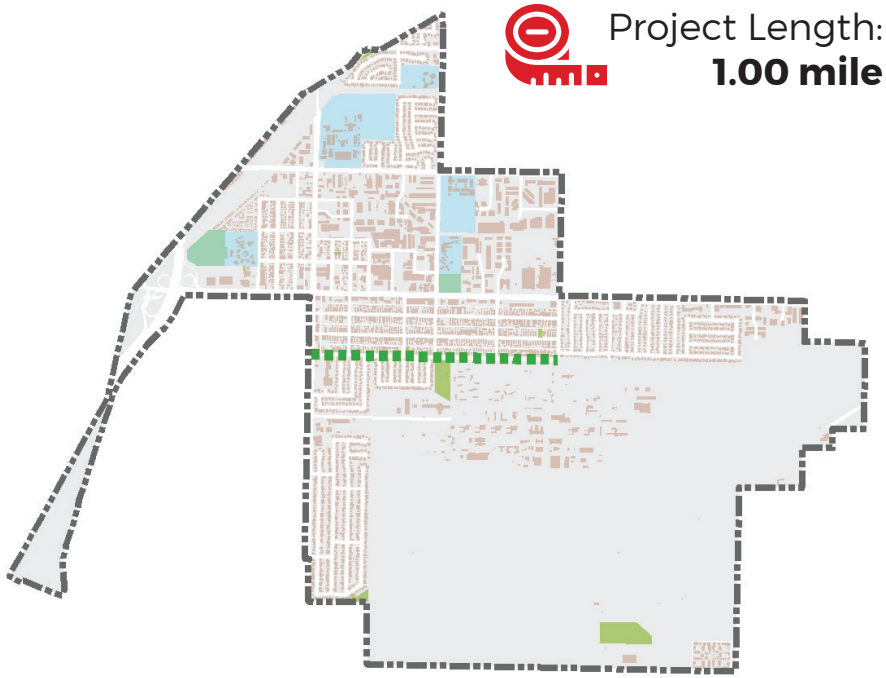
COST ESTIMATE: $521,745

EXISTING CONDITIONS

The Farquhar Avenue corridor is located in central Los Alamitos and runs east to west. The corridor experiences heavy traffic volumes due to the adjacent and neighboring destinations such as the single and multi-family residential neighborhood, businesses along Los Alamitos Boulevard, Sterns Park, Little Cottonwood Park, and the main entrance to Joint Forces Training Base Los Alamitos. There were two bicycle-related collisions and one pedestrian-related collision reported on Farquhar Avenue.

RECOMMENDATIONS

The Farquhar Avenue proposed improvements include installing a class III bike route with greenback sharrows, wayfinding signage, and high-visibility crosswalks. Rectangular rapid flashing beacons (RRFB) are optional at key intersections with high pedestrian crossing volumes. This project has the potential to be branded as a neighborhood greenway with the addition of crosswalk art, fun wayfinding signage, and local art installations at key intersections.



AT A GLANCE

0 Schools

2 Parks

18 Crosswalk Improvements

1 Pedestrian Collision

2 Bicycle Collisions

0 Missing Sidewalks

FIGURE 4-9: Farquhar Avenue Improvements

PROJECT 9

OAK STREET

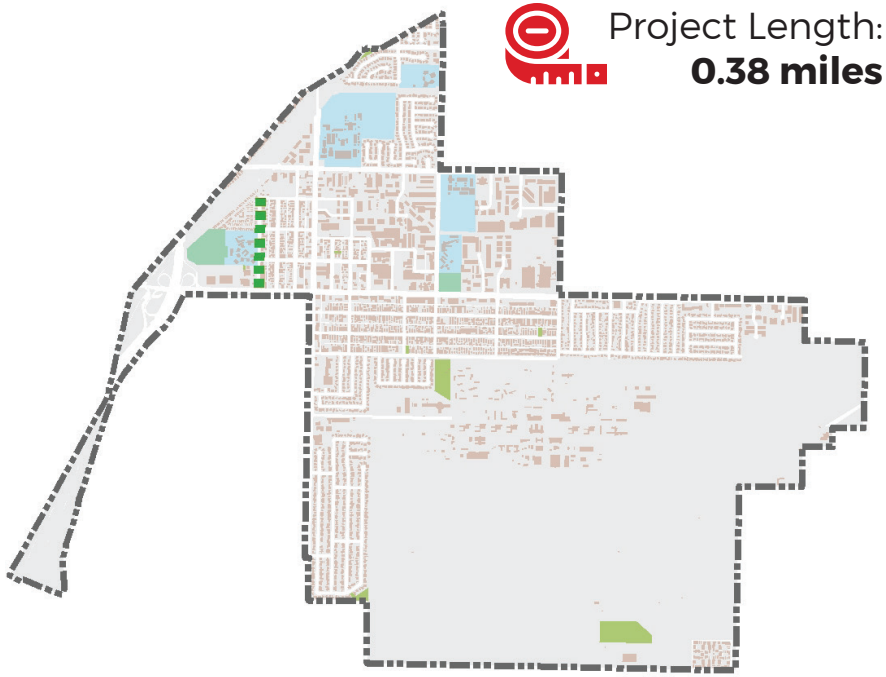
COST ESTIMATE: $168,911

EXISTING CONDITIONS

Oak Street is a residential corridor located in western Los Alamitos and runs north to south. This street provides direct access to several destinations such as Oak Middle School, City Hall including the Community Center, Los Alamitos Youth Center, and other nearby destinations along Katella Avenue. A trailhead connection to Coyote Creek multi-use path is also found near the Oak Street/Catalina Street intersection.

RECOMMENDATIONS

Recommendations for Oak Street include class III bike route designation, wayfinding signage, greenback sharrows, and school high-visibility crosswalks. Optional improvements to brand this corridor as a neighborhood greenway include curb extensions, urban greening elements, and crosswalk art that embraces the lion mascot of Oak Middle School.



Project Length:
0.38 miles

AT A GLANCE

1
School

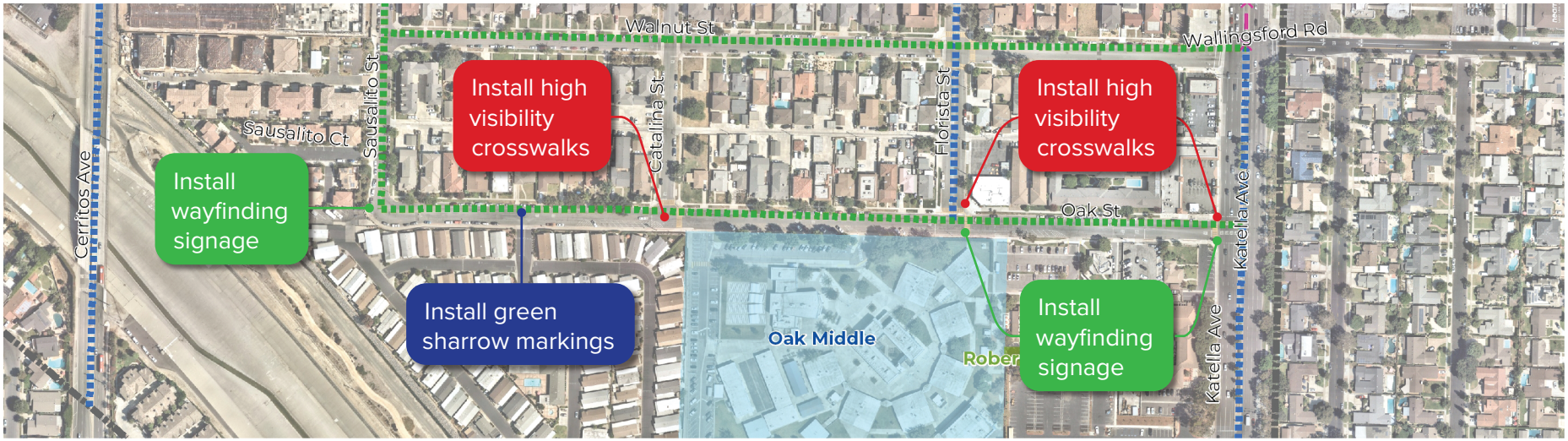
0
Parks

5
Crosswalk Improvements

1
Pedestrian Collision

0
Bicycle Collisions

0
Missing Sidewalks



Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type

Parks

Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-10: Oak Street Improvements

PROJECT 10

WALNUT STREET

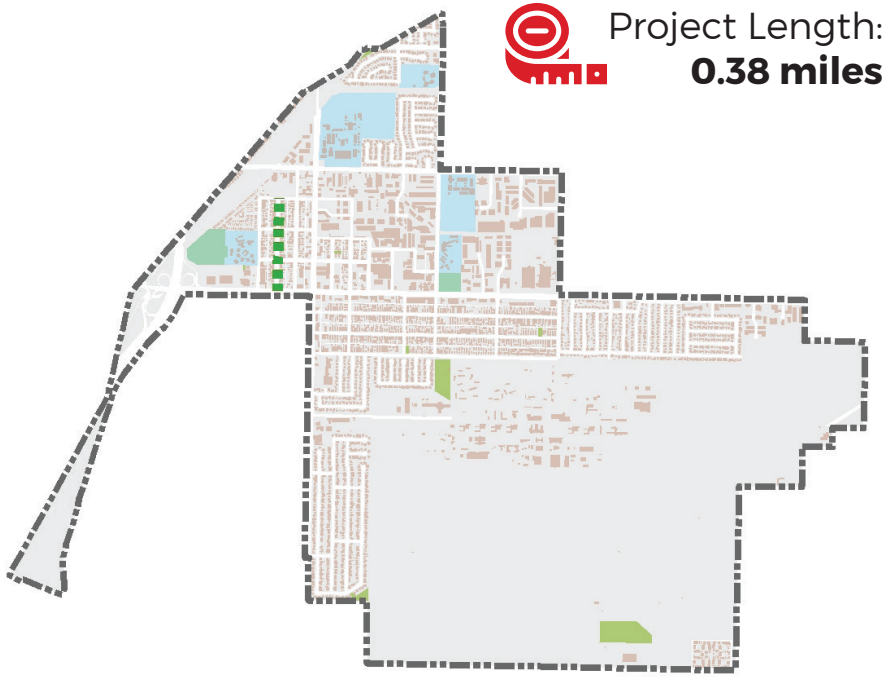
COST ESTIMATE: $178,679

EXISTING CONDITIONS

Walnut Street is a residential corridor located in western Los Alamitos and runs north to south. This street provides access to several destinations such as Oak Middle School, City Hall including the Community Center, Los Alamitos Youth Center, and other nearby commercial destinations along Katella Avenue and Los Alamitos Boulevard. Walnut Street also provides a vital connection to the Rossmoor neighborhood at the intersection of Walnut Street and Katella Avenue. This highly trafficked intersection requires special attention during peak hours to ensure safety and comfort of pedestrians, cyclists, and motorists.

RECOMMENDATIONS

Recommendations for Oak Street include Class 3 bike route designation, wayfinding signage, greenback sharrows, and school high-visibility crosswalks. Optional improvements to brand this corridor as a neighborhood greenway include curb extensions, urban greening elements, and crosswalk art that embraces the lion mascot of Oak Middle School or one of the city's civic spaces.



Project Length:
0.38 miles

AT A GLANCE

0
Schools

0
Parks

9
Crosswalk Improvements

1
Pedestrian Collision

1
Bicycle Collision

0
Missing Sidewalks

Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type
- Parks
- Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-11: Walnut Street Improvements

PROJECT 11

LEXINGTON DRIVE

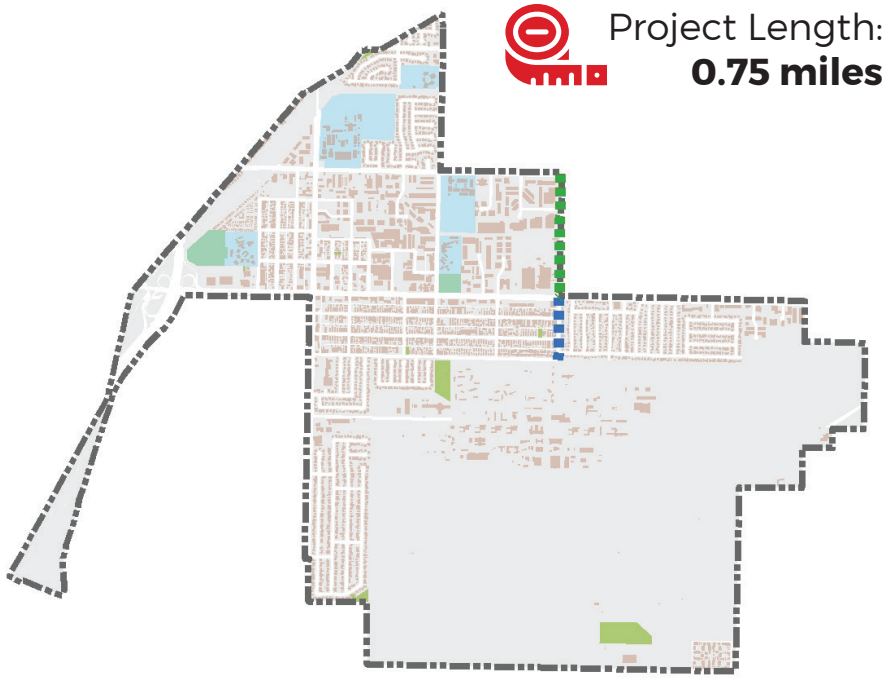
COST ESTIMATE: $373,136

EXISTING CONDITIONS

The Lexington Drive corridor is located in north central Los Alamitos and runs north to south. There are no schools or parks located along this corridor; however, it provides connections to employment centers adjacent to the corridor. There were two bicycle-related collisions and no reported pedestrian collisions on Lexington Drive. The existing right-of-way shifts a few times, narrowing and expanding at different sections of the street. Sidewalks are present except for a 0.2-mile section.

RECOMMENDATIONS

The Lexington Drive proposed improvements include installing a class III bike route between Cerritos Avenue and Katella Avenue, and class II bike lanes between Katella Avenue and Farquhar Avenue. Additional improvements include wayfinding signage, high-visibility crosswalks, and installing sidewalks where missing to improve safety and accessibility.



Project Length:
0.75 miles

AT A GLANCE

0
Schools

0
Parks

7
Crosswalk Improvements

0
Pedestrian Collisions

2
Bicycle Collisions

1,293 ft
of Missing Sidewalks

FIGURE 4-12: Lexington Drive Improvements

PROJECT 12

CHESTNUT STREET

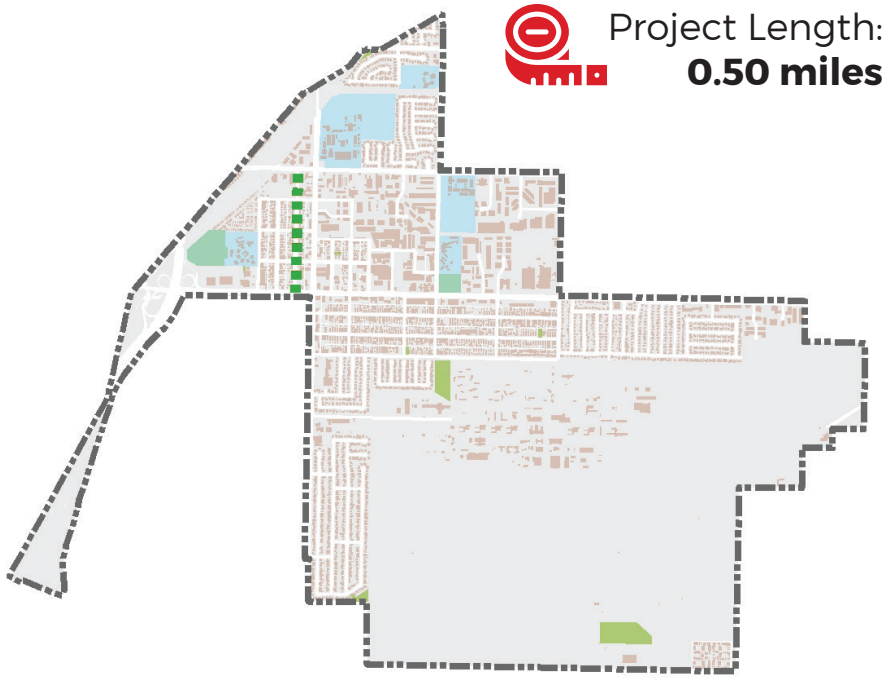
COST ESTIMATE: $227,011

EXISTING CONDITIONS

Chestnut Street is a residential corridor located in western Los Alamitos and runs north to south. This corridor runs parallel and immediately west of Los Alamitos Boulevard, providing access to several commercial destinations such as Center Plaza. Access to Chestnut Street is also uninterrupted between Cerritos Avenue and Katella Avenue, allowing people to travel to and from Los Alamitos High School on this street as an alternative to Los Alamitos Boulevard.

RECOMMENDATIONS

Recommendations for Chestnut Street include class III bike route designation, wayfinding signage, greenback sharrows, and school high-visibility crosswalks. Optional improvements to brand this corridor as a neighborhood greenway include curb extensions, urban greening elements, and crosswalk art.



Project Length:
0.50 miles

AT A GLANCE

0
Schools

0
Parks

0
Crosswalk Improvements

2
Pedestrian Collisions

0
Bicycle Collisions

0
Missing Sidewalks

Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type
- Parks
- Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-13: Chestnut Street Improvements

PROJECT 13

REAGAN STREET

COST ESTIMATE: $798,678

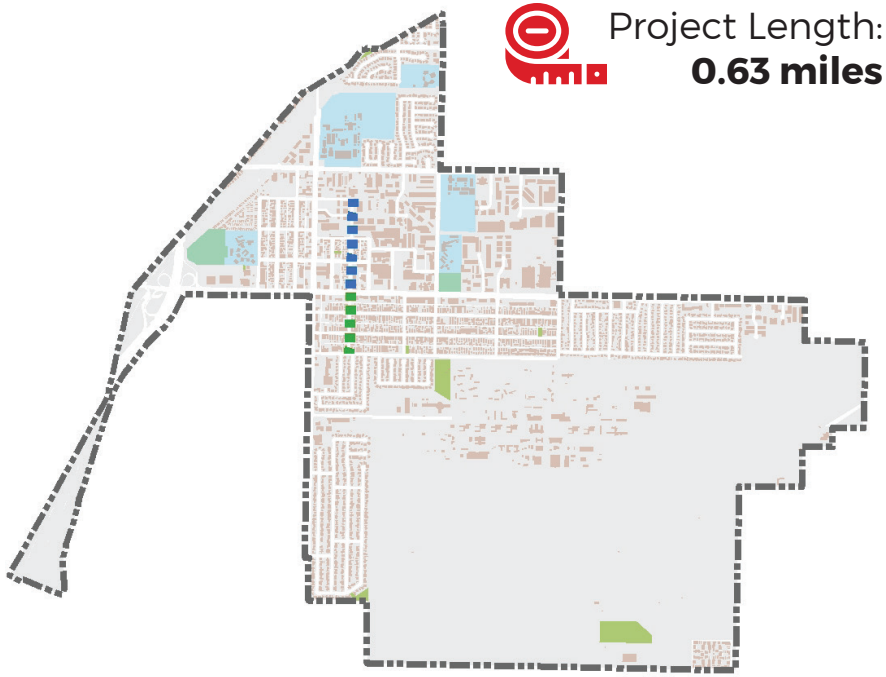
EXISTING CONDITIONS

The Reagan Street corridor is located in west central Los Alamitos and runs north to south. This corridor is highlighted because it runs parallel and immediately east of Los Alamitos Boulevard, providing access to a variety of destinations such as industrial employment centers, shopping and retail centers, medical plazas, and several residential neighborhoods.

RECOMMENDATIONS

Recommendations for Reagan Street are divided into two segments. Class II bike lanes, enhanced green transition striping at key intersections and driveways, and high-visibility crosswalks are recommended between Briggerman Drive and Katella Avenue.

Class III bike routes, wayfinding signage, greenback sharrows, and high-visibility crosswalks are recommended between Katella Avenue and Farquhar Avenue. An additional study will be needed to evaluate the feasibility of installing a traffic signal at the intersection of Reagan Street and Katella Avenue. A traffic signal would be vital for travelers wishing to use Reagan Street as a true alternative to Los Alamitos Boulevard. It would connect the residential neighborhood south of Katella Avenue to all of the workplace and commercial destinations to the north.



Project Length:
0.63 miles

AT A GLANCE

0
Schools

0
Parks

23
Crosswalk Improvements

0
Pedestrian Collisions

1
Bicycle Collision

0
Missing Sidewalks

Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type
- Parks
- Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-14: Reagan Street Improvements

PROJECT 14

PINE STREET
(MULTIPLE STREETS)

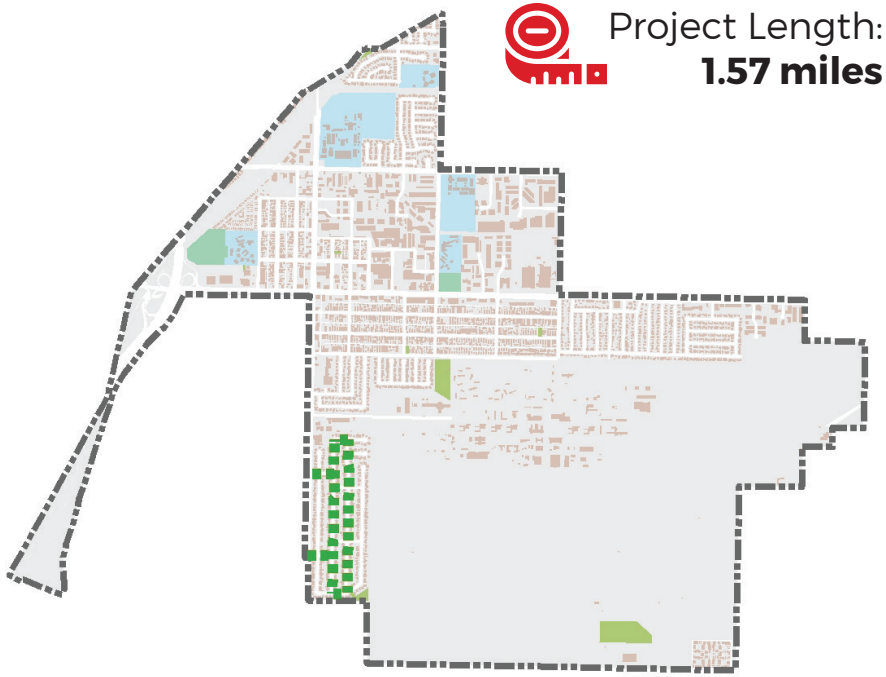
COST ESTIMATE: $636,570

EXISTING CONDITIONS

The Pine Street neighborhood greenway project is a combination of several streets in a residential neighborhood located the southwest region of the city. The streets in this project include Pine Street, Reagan Street, Rossmoor Way, and Bradbury Road, all of which are only accessible through Los Alamitos Boulevard. This area is a residential neighborhood is not heavily trafficked and has residential speed limit of 25 mph. There are no bicycle facilities, but there are continuous sidewalks and ADA curb ramps.

RECOMMENDATIONS

A neighborhood greenway (bicycle route loop) is feasible due to the corridor's posted speed and low traffic volumes. Recommendations include green sharrows and signage to indicate a class III bike route. This project has the potential to be branded as a local exercise loop. Additional recommendations to brand this neighborhood greenway loop include crosswalk art, fun wayfinding signage, and local art installations at key intersections.



Project Length:
1.57 miles

AT A GLANCE

0
Schools

1
Park

0
Crosswalk Improvements

0
Pedestrian Collisions

0
Bicycle Collisions

0
Missing Sidewalks

Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type

- Parks
- Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-15: Pine Street/Reagan Street Improvements

PROJECT 15

FLORISTA STREET

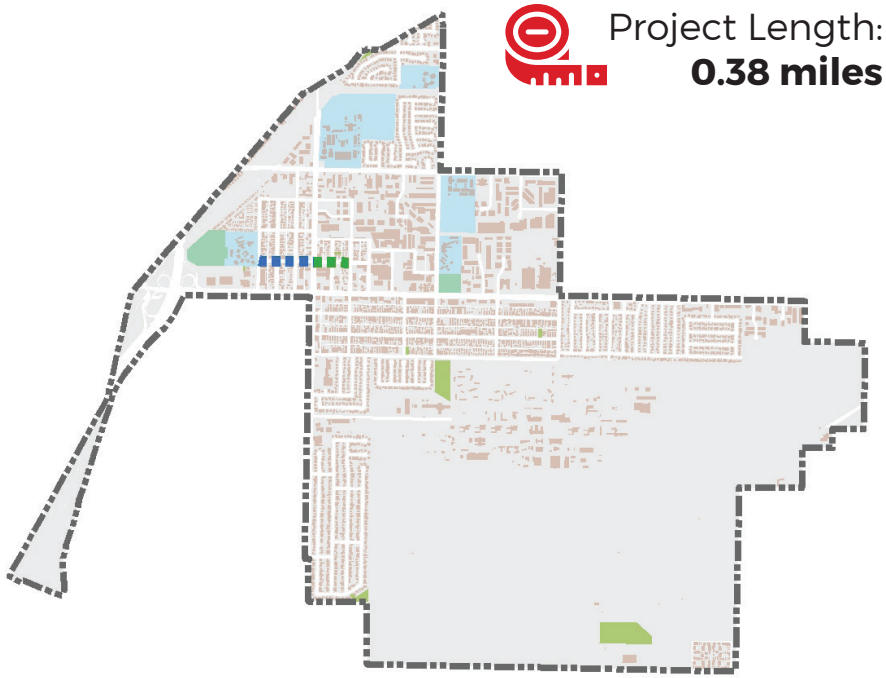
COST ESTIMATE: $172,896

EXISTING CONDITIONS

The Florista Street corridor is located in west central Los Alamitos and runs east to west. Adjacent land uses include residential and commercial destinations. The western terminus of Florista Street provides direct access to Oak Middle School and to the Coyote Creek multi-use path. A traffic signal at the Los Alamitos Boulevard intersection provides improved access to businesses located along Los Alamitos Boulevard. There are no reported bicycle and pedestrian related collisions on Florista Street.

RECOMMENDATIONS

The Florista Street proposed improvements include installing class II bike lanes between Oak Street and Los Alamitos Boulevard, and a class III bike route between Los Alamitos Boulevard and Reagan Street. In addition, high-visibility crosswalks and wayfinding signage should be installed. Signal timing at the Los Alamitos boulevard intersection should be reviewed for adequate crossing time for pedestrians of all abilities.



Project Length:
0.38 miles

AT A GLANCE

1
School

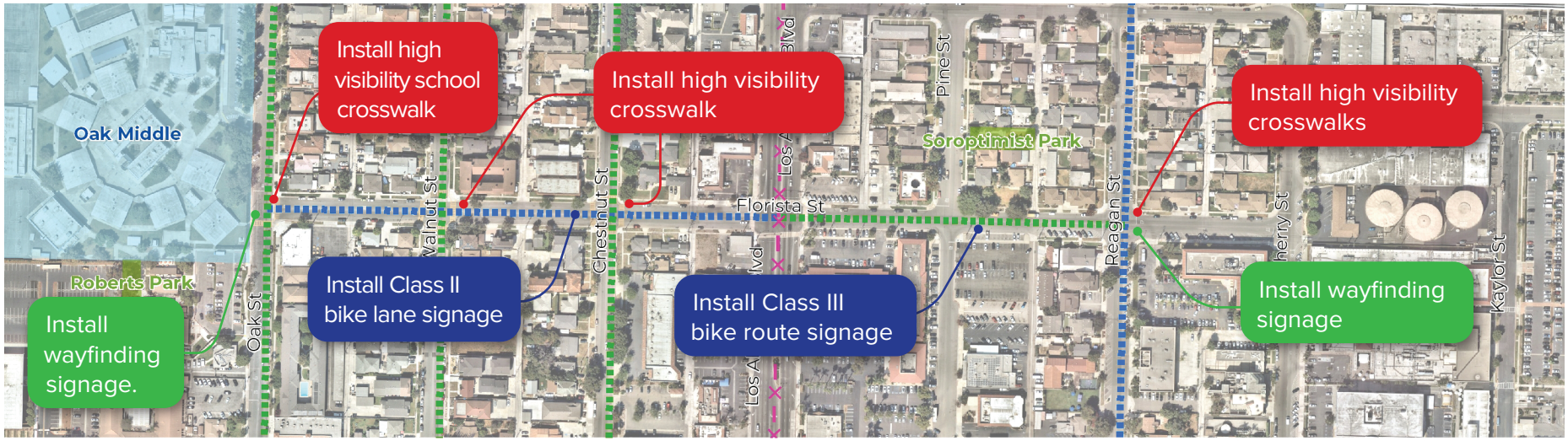
0
Parks

6
Crosswalk Improvements

1
Pedestrian Collision

3
Bicycle Collisions

0
Missing Sidewalks



Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type

- Parks
- Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-16: Florista Street Improvements

PROJECT 16

SAUSALITO STREET

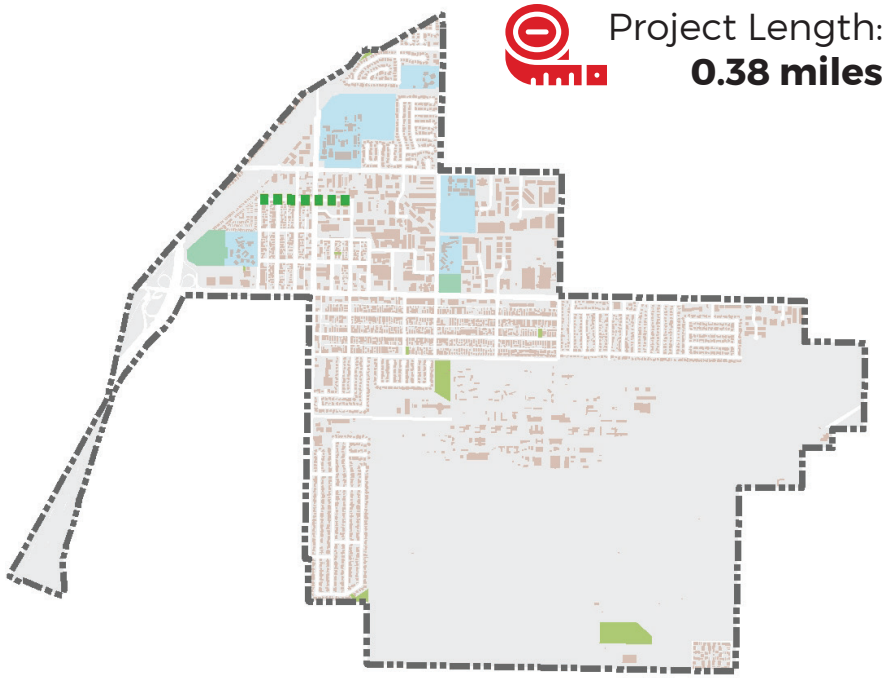
COST ESTIMATE: $173,795

EXISTING CONDITIONS

The Sausalito Street corridor is located in northwest Los Alamitos and runs east to west. Adjacent land uses include residential, commercial, and industrial destinations. There are no schools or parks located along this corridor, but a traffic signal at the Los Alamitos Boulevard intersection provides improved access to businesses located along Los Alamitos Boulevard. There are no reported bicycle and pedestrian related collisions on Sausalito Street.

RECOMMENDATIONS

The Sausalito Street proposed improvements include installing a class III bike route along this corridor with wayfinding signage and high-visibility crosswalks. Signal timing at the Los Alamitos boulevard intersection should be reviewed for adequate crossing time for pedestrians of all abilities.



Project Length:
0.38 miles

AT A GLANCE

0
Schools

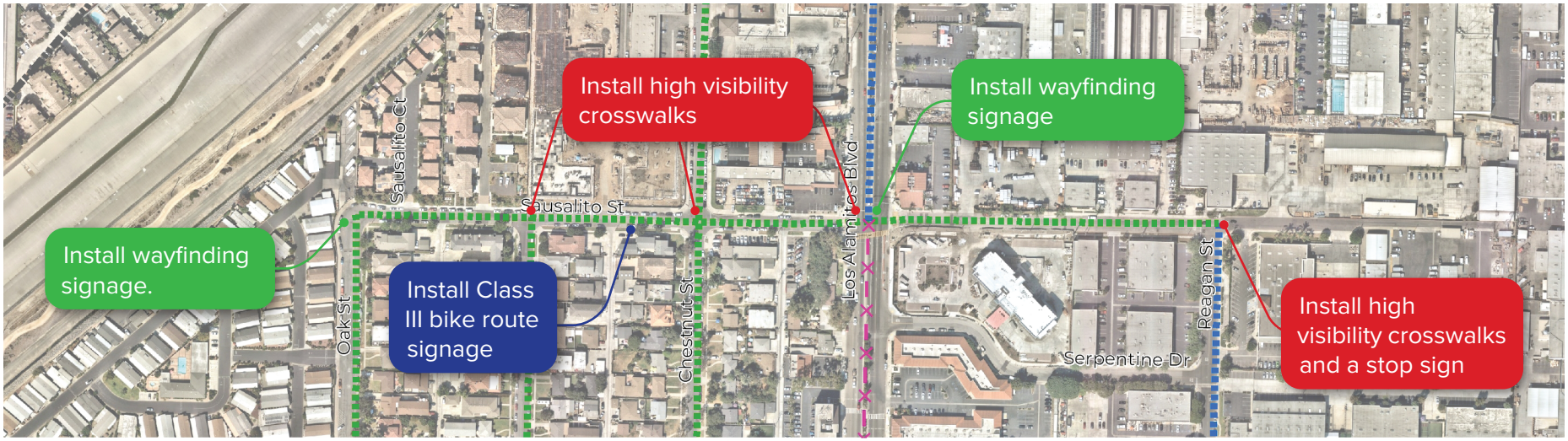
0
Parks

11
Crosswalk Improvements

0
Pedestrian Collisions

0
Bicycle Collisions

0
Missing Sidewalks



Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type
- Parks
- Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-17: Sausalito Street Improvements

PROJECT 17

CARBON CREEK CHANNEL

COST ESTIMATE: $1,983,294

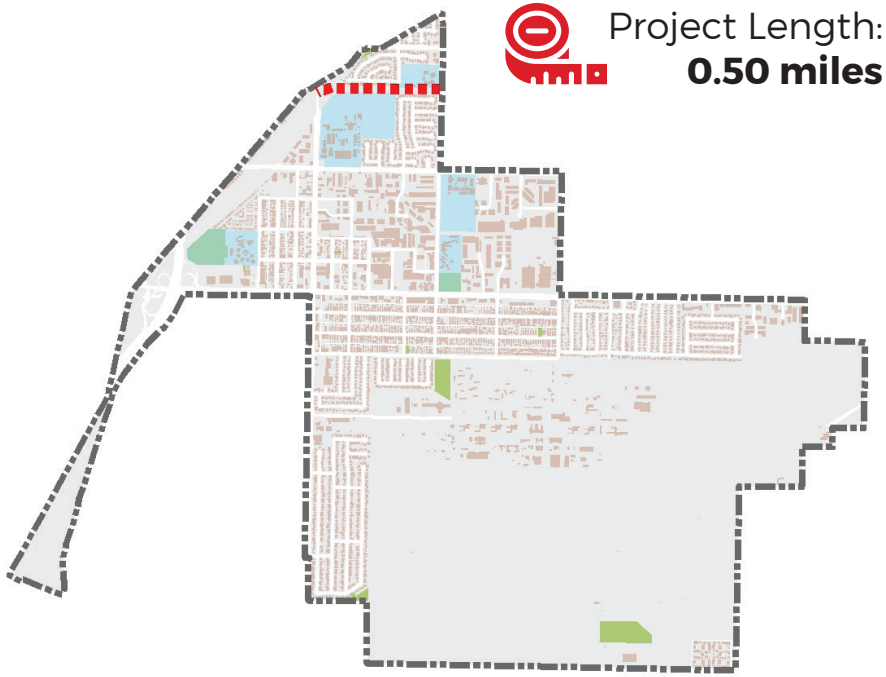
EXISTING CONDITIONS

Carbon Creek Channel is an east-west flood control channel corridor located in the northern section of the city. The short segment travels through land uses such as single family residential and educational land uses. This flood control channel is currently closed to the public and experiences no public traffic. The corridor could provide connectivity between the Coyote Creek multi-use path, neighboring Orange County cities, and to activity centers such as Los Alamitos High School and Laurel High School. The flood control channel has a gravel service road on both sides of the channel and is only accessible to County service vehicles.

RECOMMENDATIONS

A multi-use path is feasible due to the availability of existing ROW on both sides of the channel thanks to the service road. This project presents an opportunity to further expand local and regional access to Coyote Creek multi-use path that leads travelers to and from the San Gabriel River Path, ultimately connecting the coast and inland destinations. Additional collaboration and outreach will be needed between appropriate agencies and residents in the neighboring area to further develop the actual design and alignment of the class I multi-use path.

It is recommended to pave and stripe a class I multi-use path and to include appropriate markings, signage, and transition striping at all intersections to prevent vehicular conflicts. It is also recommended to include lighting or solar lighting along bikeway projects, to increase visibility and safety at night. Lastly, it is recommended to include a bicycle and pedestrian bridge to safely allow users to cross one side of the channel to the other. This bridge would allow the alignment of the class I facility to alternate away from the residential homes that face the flood control channel. Other potential improvements include urban greening elements such as bioswales or rain gardens that can help purify runoff water.



Project Length:
0.50 miles

AT A GLANCE

2
Schools

0
Parks

0
Crosswalk Improvements

0
Pedestrian Collisions

0
Bicycle Collisions

0
Missing Sidewalks

Proposed Bikeway Projects

- Class I : Multi-Use Path
- Class II : Bike Lane
- Class III : Bike Route
- Pending Class Type

- Parks
- Schools

Recommendations

- Bicycle
- Pedestrian
- Other

0 250 500 Feet

FIGURE 4-18: Carbon Creek Improvements

PROJECT 18

ANTIETAM AVENUE
(MULTIPLE STREETS)

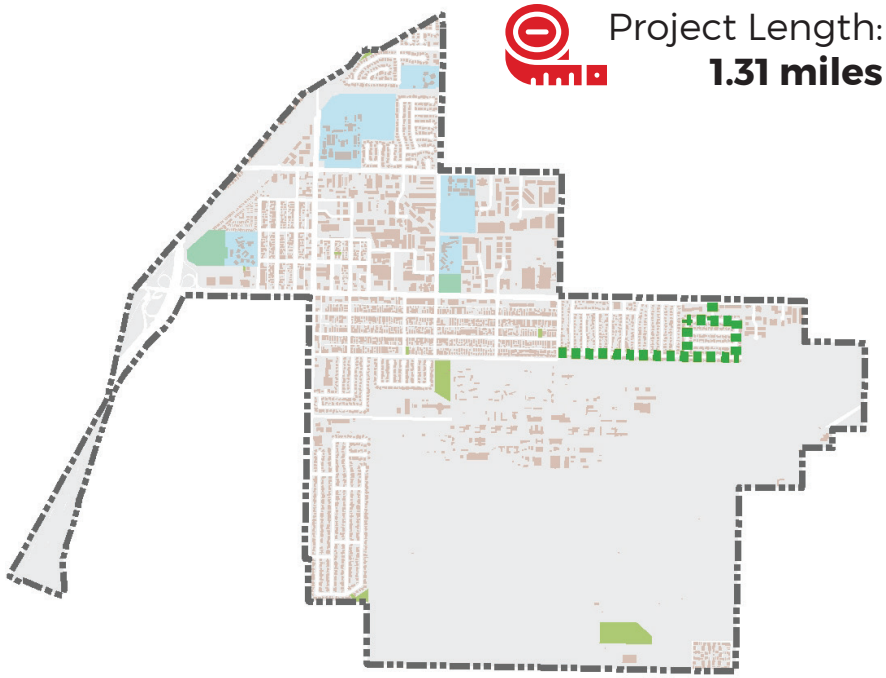
COST ESTIMATE: $508,666

EXISTING CONDITIONS

The Antietam Avenue neighborhood greenway project is a combination of several streets in a residential neighborhood located in the north-central region of the city. The streets in this project include Siboney Street, Antietam Avenue, Mindora Street, Bennington Street, and Howard Avenue. This residential neighborhood is not heavily trafficked and has posted a speed limit of 25 mph. There are no bicycle facilities, but there are continuous sidewalks and minimal curb ramps.

RECOMMENDATIONS

A neighborhood greenway (bicycle route loop) is feasible due to the corridor's posted speed and low traffic volumes. Recommendations include green sharrows and signage to indicate a class III bike route. This project has the potential to be branded as a local exercise loop. Additional recommendations to brand this neighborhood greenway loop include crosswalk art, fun wayfinding signage, and local art installations at key intersections.



Project Length:
1.31 miles

AT A GLANCE

0
Schools

0
Parks

0
Crosswalk Improvements

1
Pedestrian Collision

0
Bicycle Collisions

0
Missing Sidewalks

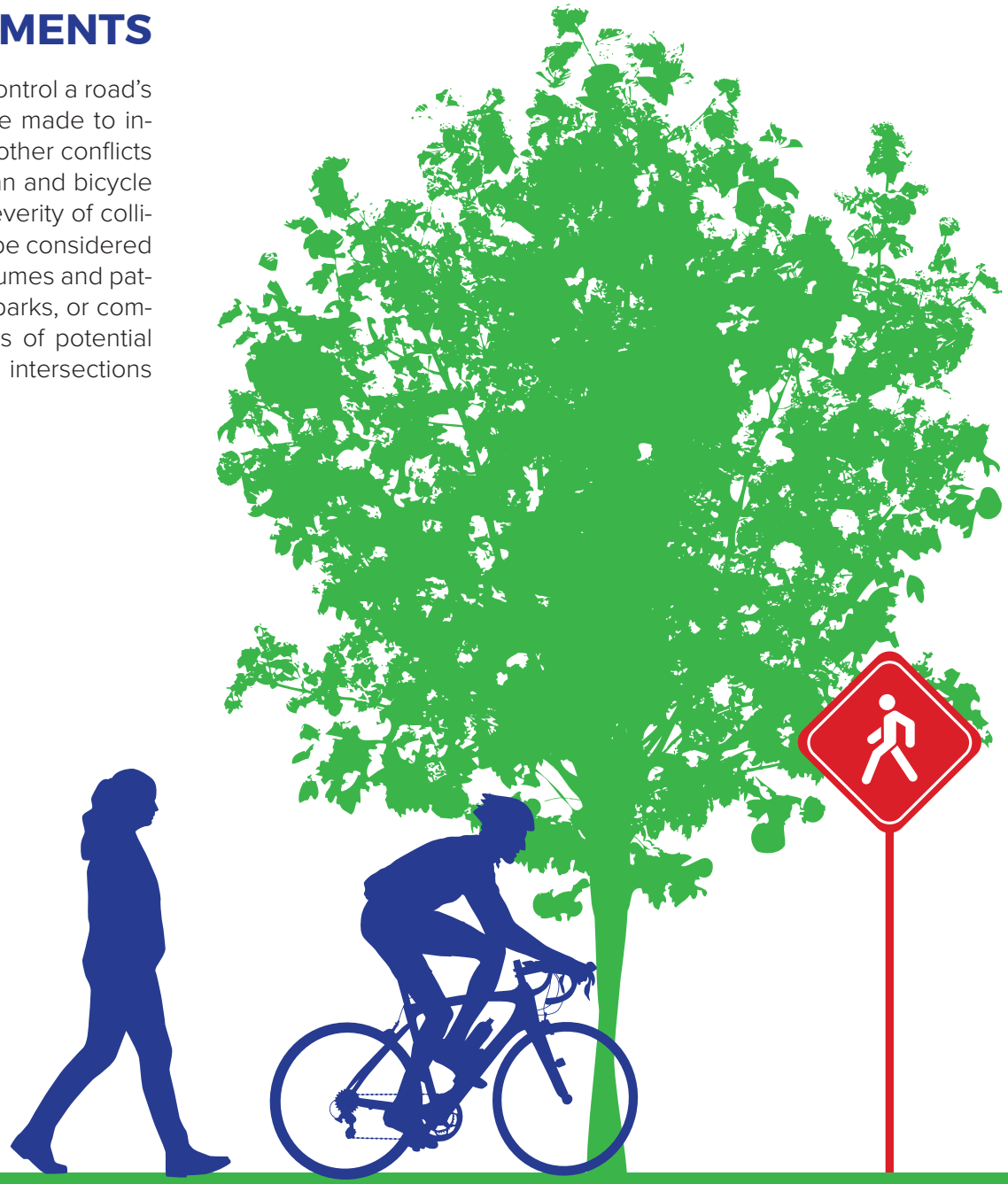
FIGURE 4-19: Antietam Avenue/Howard Avenue Improvements

4.6 INTERSECTION IMPROVEMENTS

Intersections are crucial to a street's performance; they control a road's speed, safety, cost, and efficiency. Improvements can be made to increase safety and capacity and to reduce congestion or other conflicts on corresponding streets. Additionally, specific pedestrian and bicycle treatments can significantly reduce the frequency and severity of collisions at intersections; however, specific treatments must be considered based on the roadway's characteristics such as traffic volumes and patterns, visibility, and adjacent land uses such as schools, parks, or commercial centers. The following section provides a series of potential improvements for the six most common types of street intersections found in Los Alamitos, as shown in Figure 4-20.

INTERSECTION TYPES

- **A** Neighborhood School Zone
- **B** Arterial School Zone
- **C** Neighborhood
- **D** Arterial
- **E** Arterial/Collector
- **F** Minor



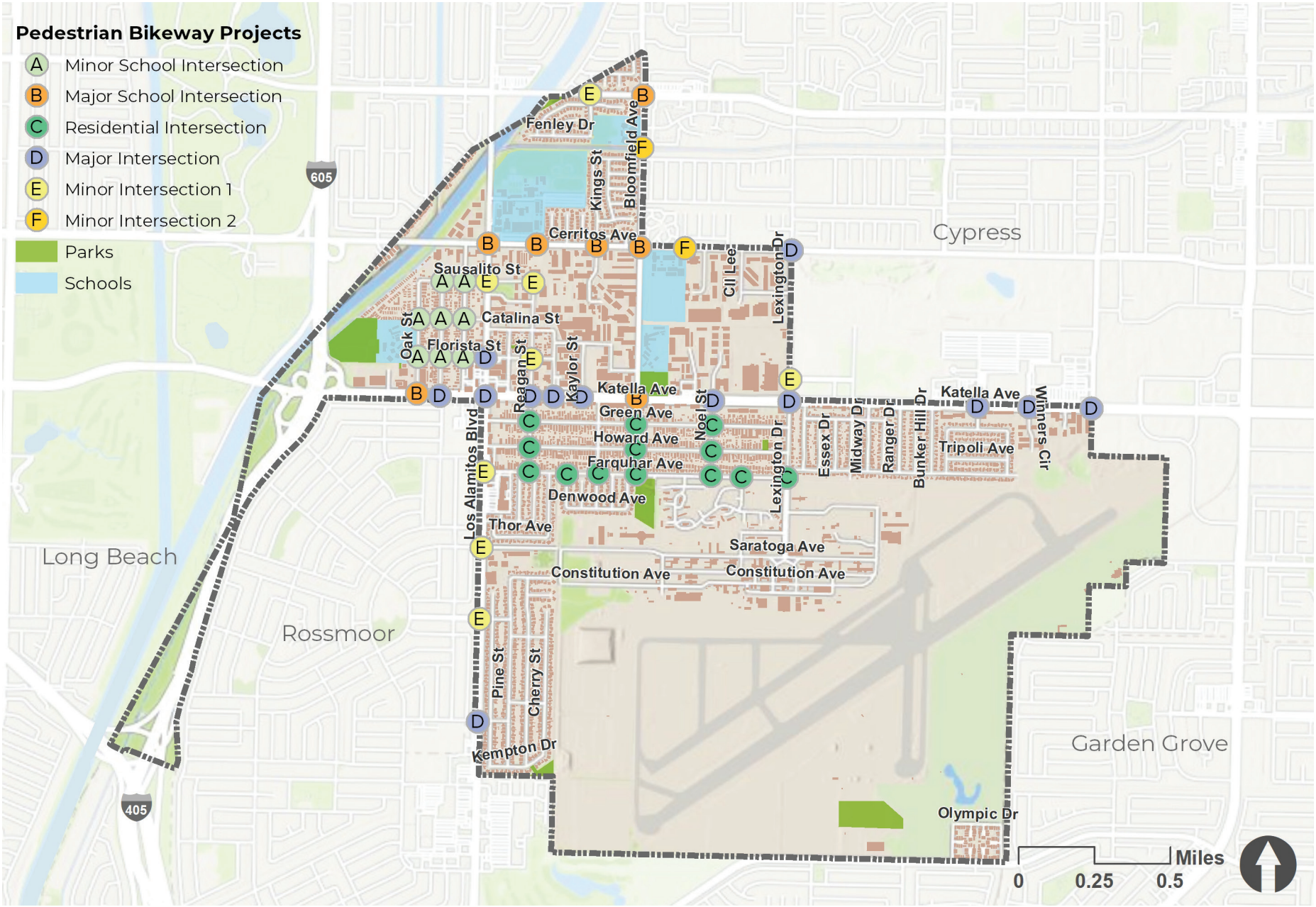


FIGURE 4-20: Intersection Types

INTERSECTION A

NEIGHBORHOOD SCHOOL ZONE INTERSECTION

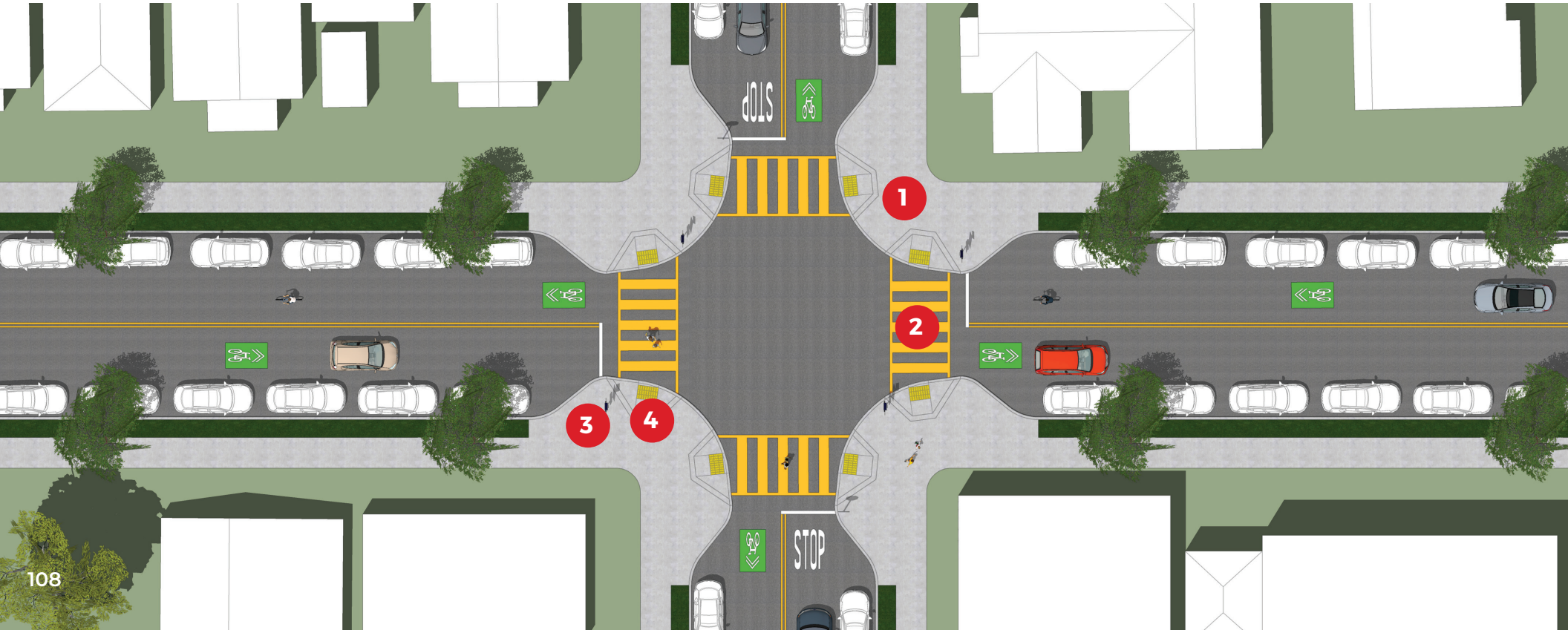
PROPOSED IMPROVEMENTS

Neighborhood school intersections are located along corridors near schools with low volumes of vehicular traffic. Pedestrian improvements include curb extensions, ADA curb ramps, and yellow high visibility crosswalks. Pedestrian-actuated Rectangular Rapid Flashing Beacons (RFFB), improved lighting, and public art can be installed at key intersections. Bicycle lanes, separated bicycle lanes, green-back sharrow markings, signage, and bicycle transition striping should be considered based on the corridor's needs.

Existing trees are to be protected in place and new street trees added where appropriate. Other green infrastructure improvements are also recommended at key intersections where flooding occurs. Curb extensions can be designed with rain gardens and existing parkways can be converted to bioswales to capture and filter water.

POTENTIAL IMPROVEMENTS

1. Curb extensions
2. High visibility crosswalks
3. RRFB
4. ADA curb ramps



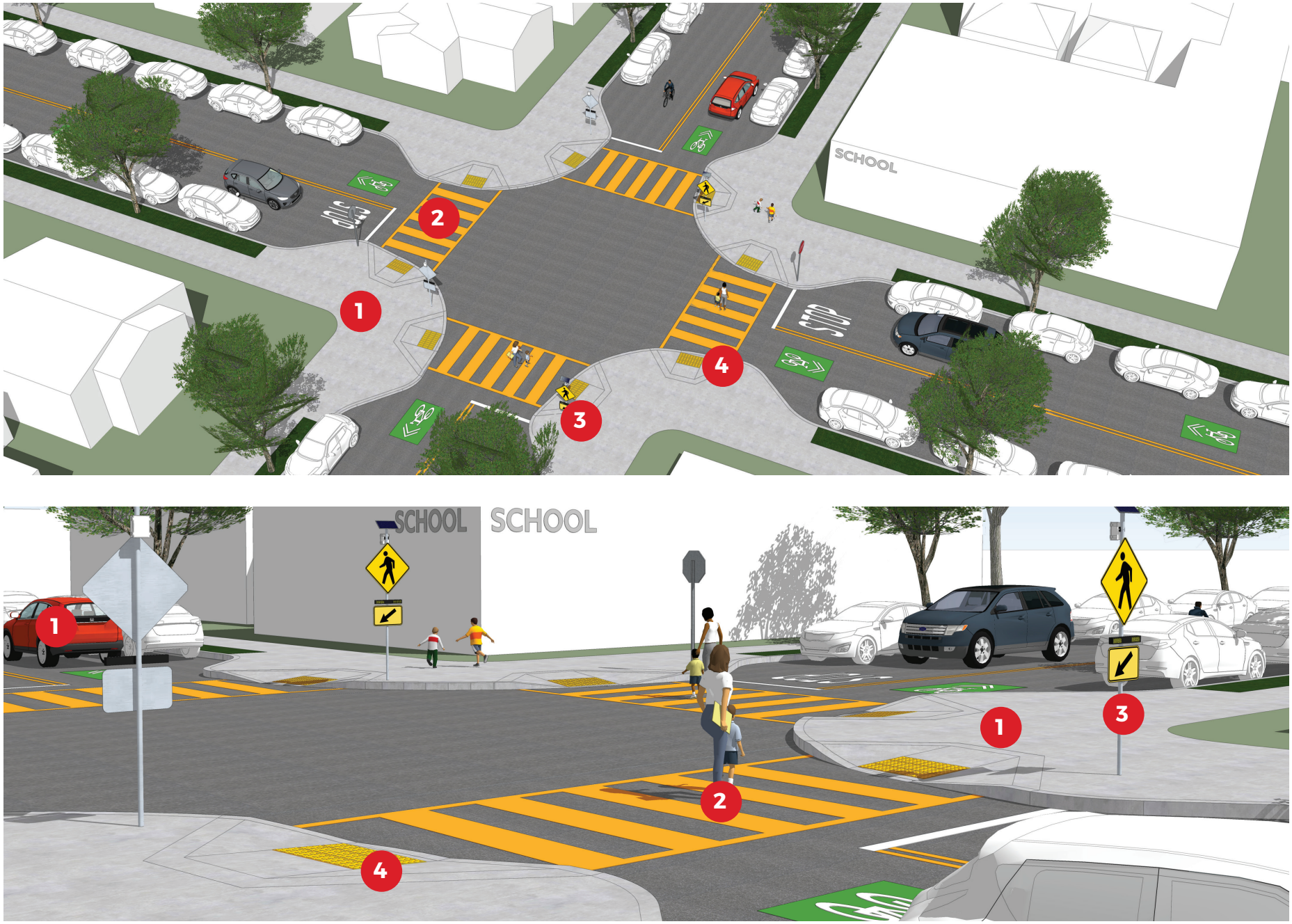


FIGURE 4-21: Neighborhood School Zone Intersection Improvements

INTERSECTION B

ARTERIAL SCHOOL ZONE INTERSECTION

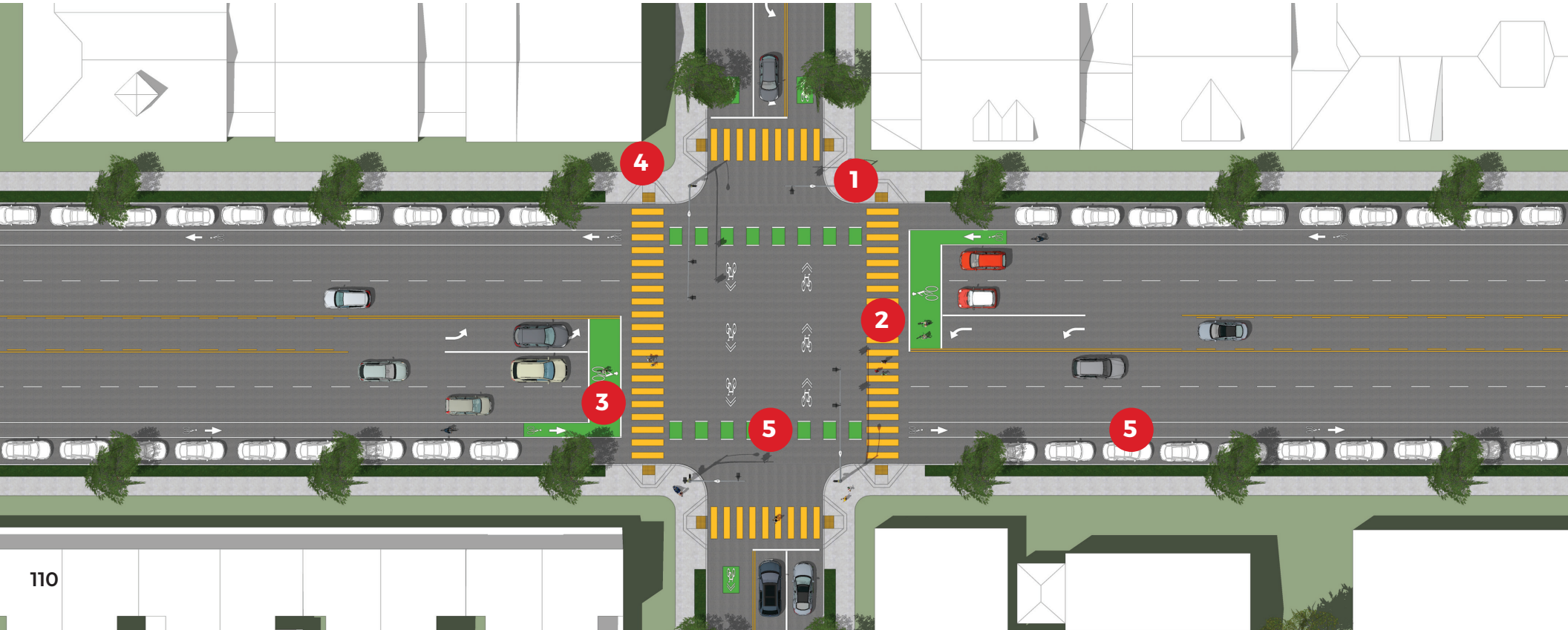
PROPOSED IMPROVEMENTS

Arterial school zone intersections can be found near schools that are located along arterial streets that provide city-wide transportation to commuters. Pedestrian improvements include adjusted signal timing at key traffic signals, lighting, ADA curb ramps, and yellow high visibility crosswalks. A programmed “all red” phase can be installed at intersections with high pedestrian volumes. Bicycle lanes, separated bicycle lanes, green-back sharrow markings, bike boxes, and bicycle transition striping should be considered based on the corridor’s needs.

Existing trees are to be protected in place and new street trees added where appropriate. Other green infrastructure improvements are also recommended at key intersections where flooding occurs.

POTENTIAL IMPROVEMENTS

1. Adjusted signal timing
2. High visibility crosswalks (school)
3. Bike Box
4. ADA curb ramps
5. Transition striping



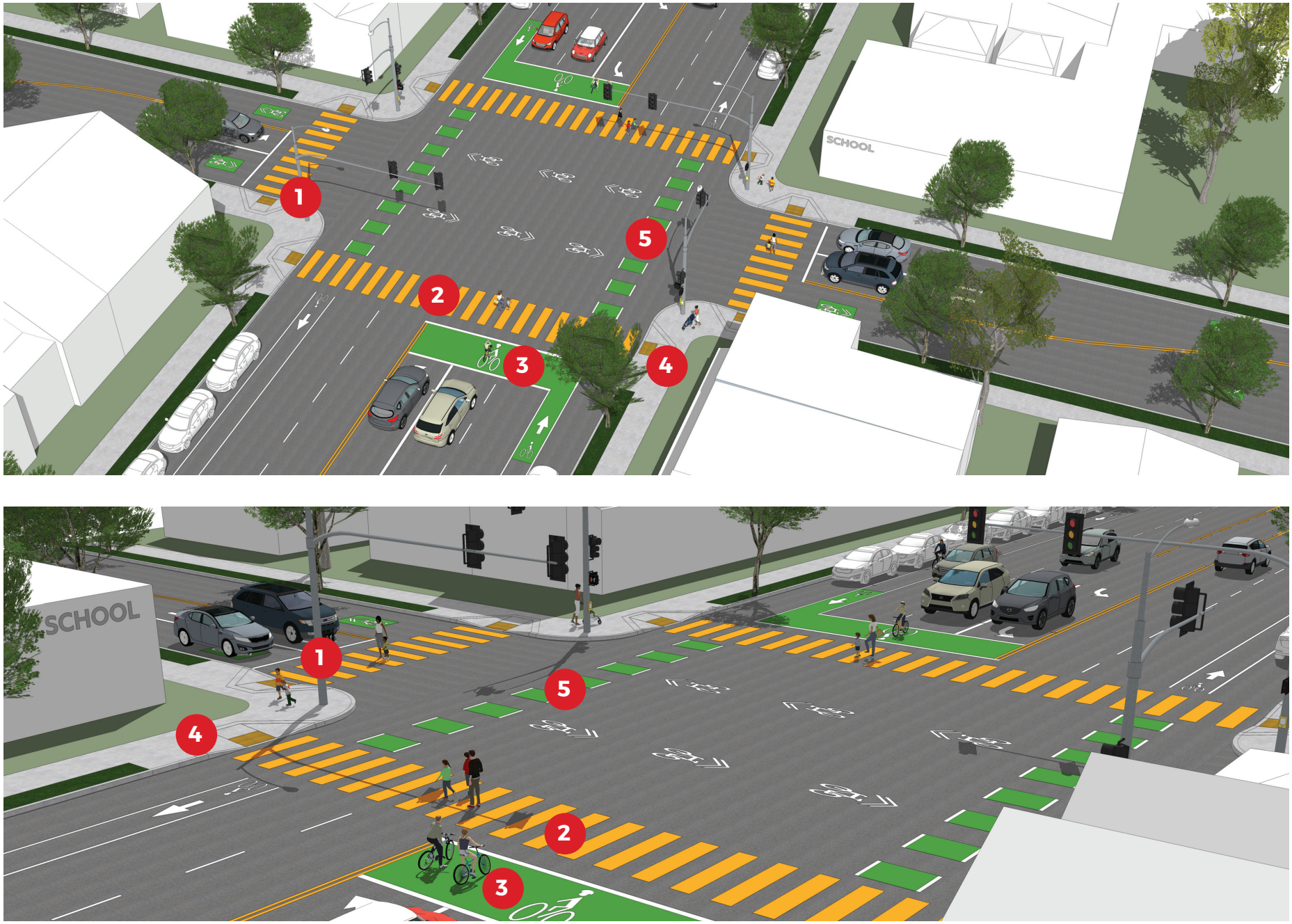


FIGURE 4-22: Arterial School Zone Intersection Improvements

INTERSECTION C

NEIGHBORHOOD INTERSECTION

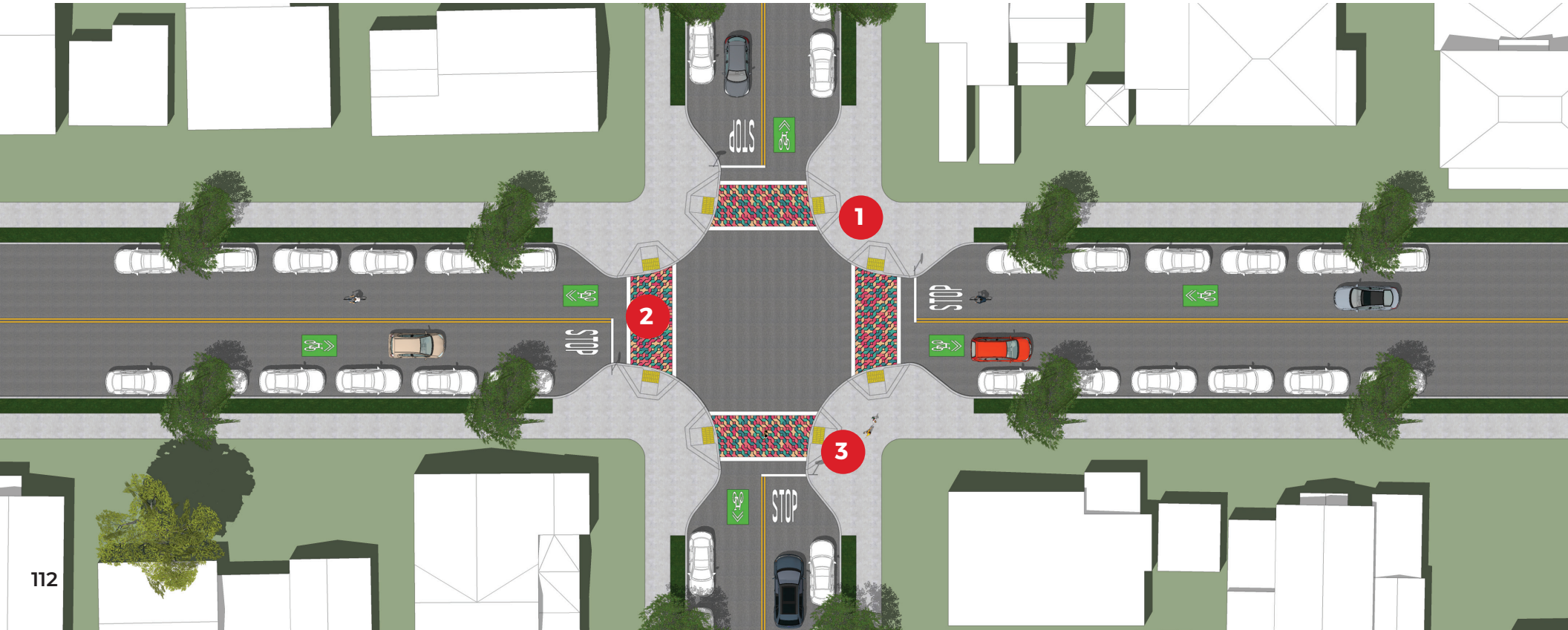
PROPOSED IMPROVEMENTS

Neighborhood intersections are located along minor streets in neighborhoods that are primarily residential. Pedestrian improvements include curb extensions, ADA curb ramps, and high visibility crosswalks. Crosswalk art can be used to enhance the safety of some pedestrian crossings. Bicycle lanes, separated bicycle lanes, green-back sharrow markings, signage, and bicycle transition striping should be considered based on the corridor's needs.

Existing trees are to be protected in place and new street trees added where appropriate. Other green infrastructure improvements are also recommended at key intersections where flooding occurs. Curb extensions can be designed with rain gardens and existing parkways can be converted to bioswales to capture and filter water.

POTENTIAL IMPROVEMENTS

1. Curb extesions
2. High visibility crosswalks (crosswalk art)
3. ADA curb ramps



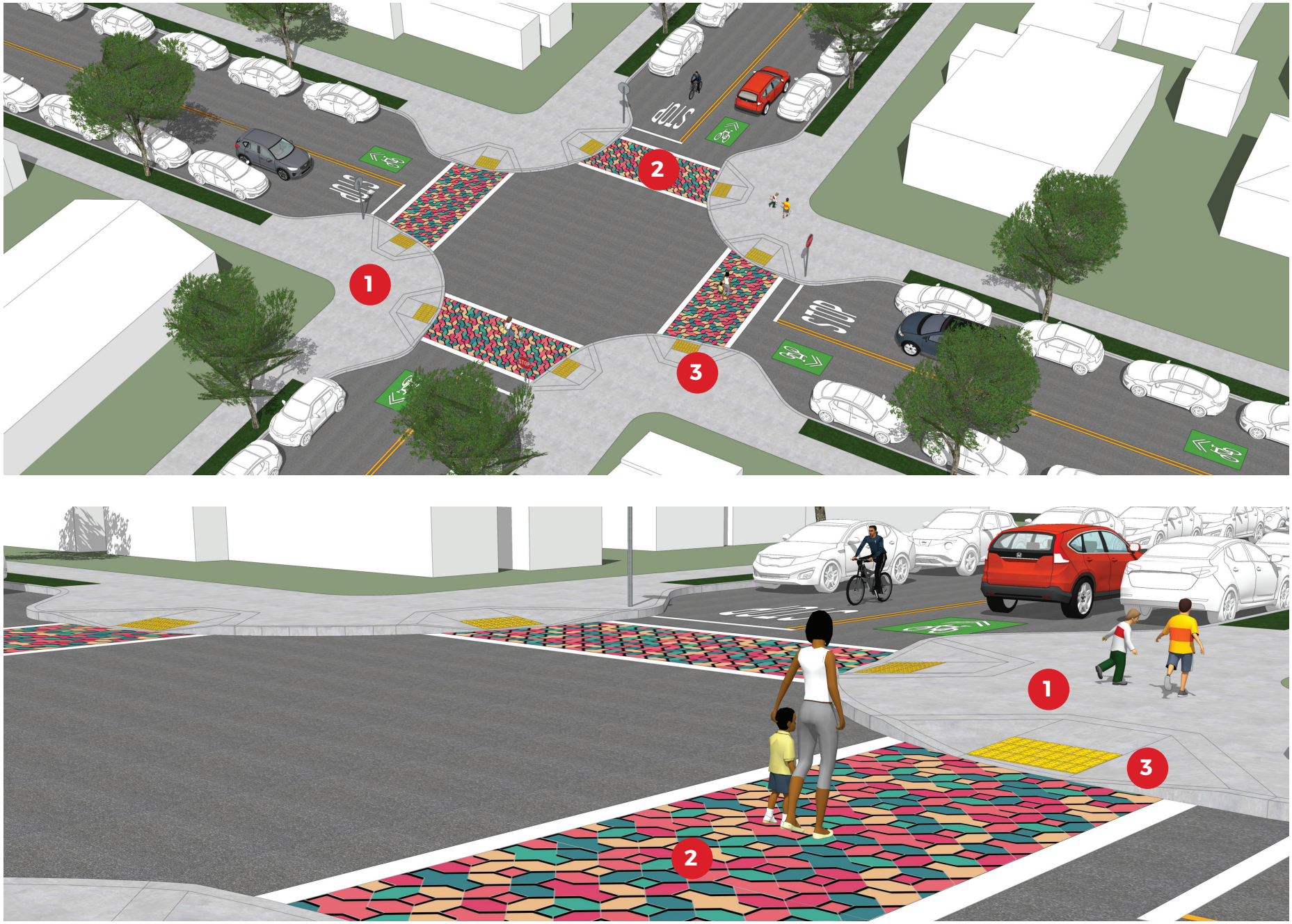


FIGURE 4-23: Neighborhood Intersection Improvements

INTERSECTION D

ARTERIAL INTERSECTION

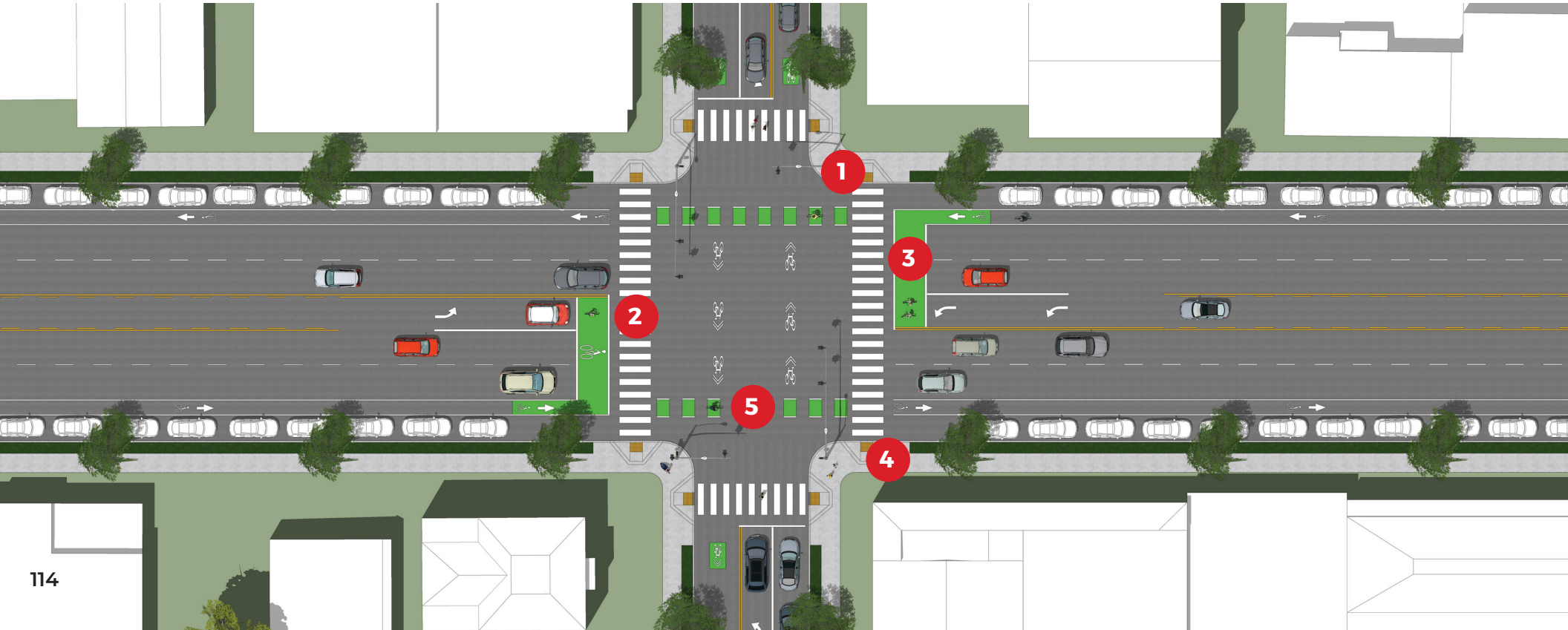
PROPOSED IMPROVEMENTS

Arterial intersections are located along arterial roads that have a higher capacity and carry longer-distance flows between activity centers within the city. Pedestrian improvements include adjusted signal timing at key traffic signals, high visibility crosswalks, improved lighting, and wayfinding signage where possible. Bicycle lanes or separated bicycle lanes, as well as bike boxes and bicycle transition striping should be considered based on the corridor's needs.

Existing trees are to be protected in place and new street trees added where appropriate. Other green infrastructure improvements are also recommended at key intersections where flooding occurs.

POTENTIAL IMPROVEMENTS

1. Adjusted signal timing
2. High visibility crosswalks
3. Bike Box
4. ADA curb ramps
5. Transition striping



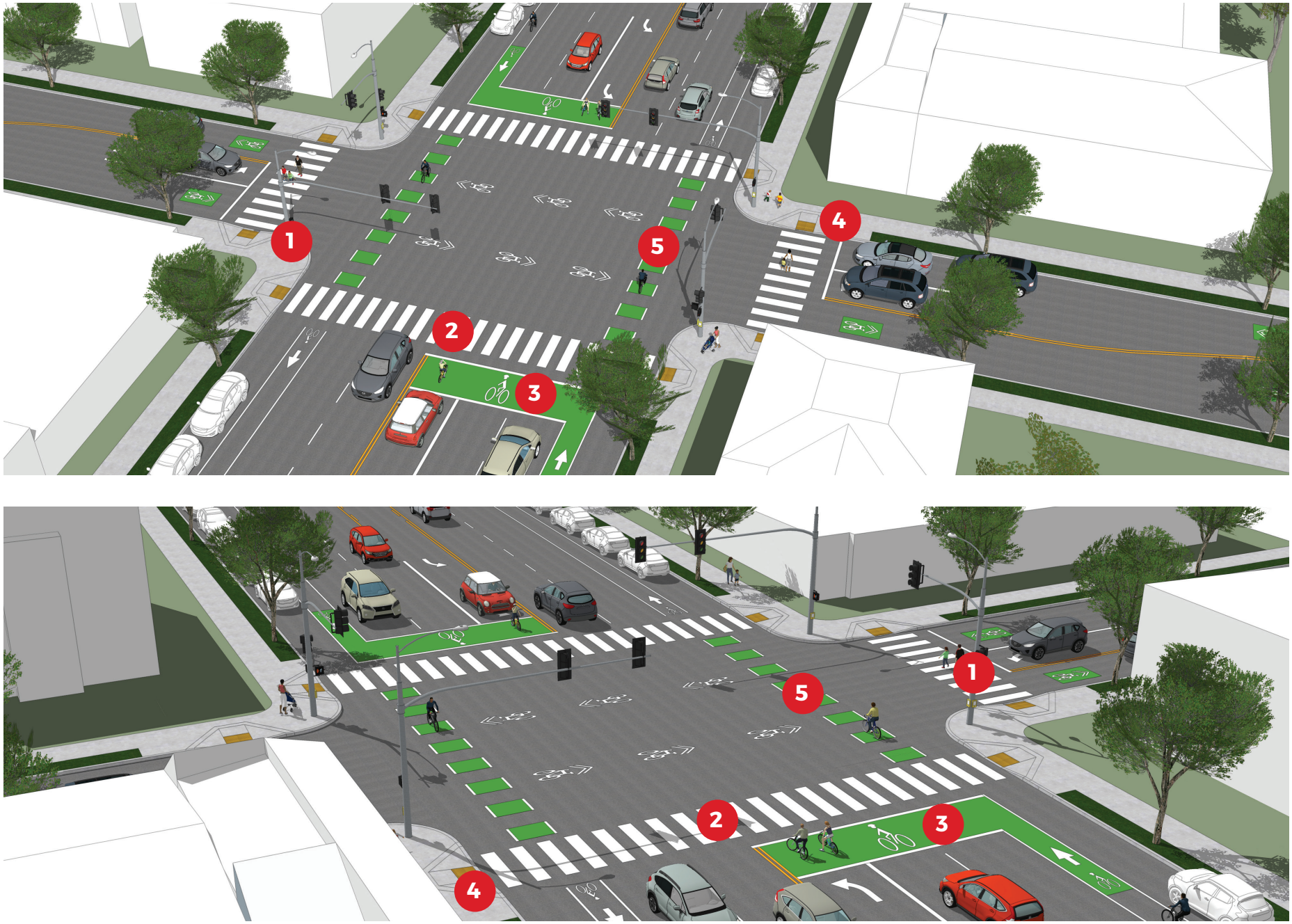


FIGURE 4-24: Arterial Intersection Improvements

INTERSECTION E

ARTERIAL/COLLECTOR INTERSECTION

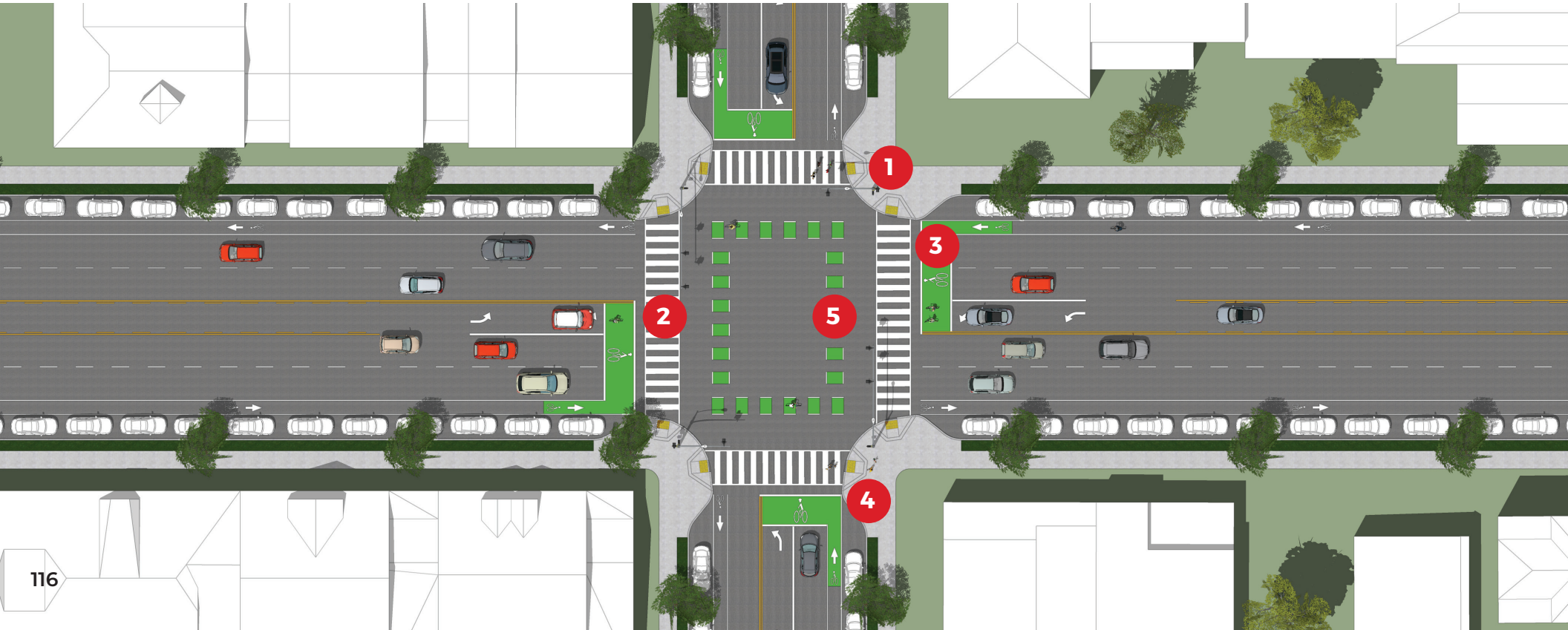
PROPOSED IMPROVEMENTS

This type of intersection can be found where arterial roads intersect with collector roads. While arterial roads can handle higher traffic volumes, collector roads have a low-to-moderate capacity that moves traffic from local streets to arterial roads. Pedestrian improvements include ADA curb ramps, high visibility crosswalks, and wayfinding signage. Curb extensions can be installed at key intersections. Bicycle lanes or separated bicycle lanes, bike boxes, and bicycle transition striping should be considered based on the corridor's needs.

Existing trees are to be protected in place and new street trees added where appropriate. Other green infrastructure improvements are also recommended at key intersections where flooding occurs. Curb extensions can be designed with rain gardens and existing parkways can be converted to bioswales to capture and filter water.

POTENTIAL IMPROVEMENTS

1. Curb extensions
2. High visibility crosswalks
3. Bike Box
4. ADA curb ramps
5. Transition striping



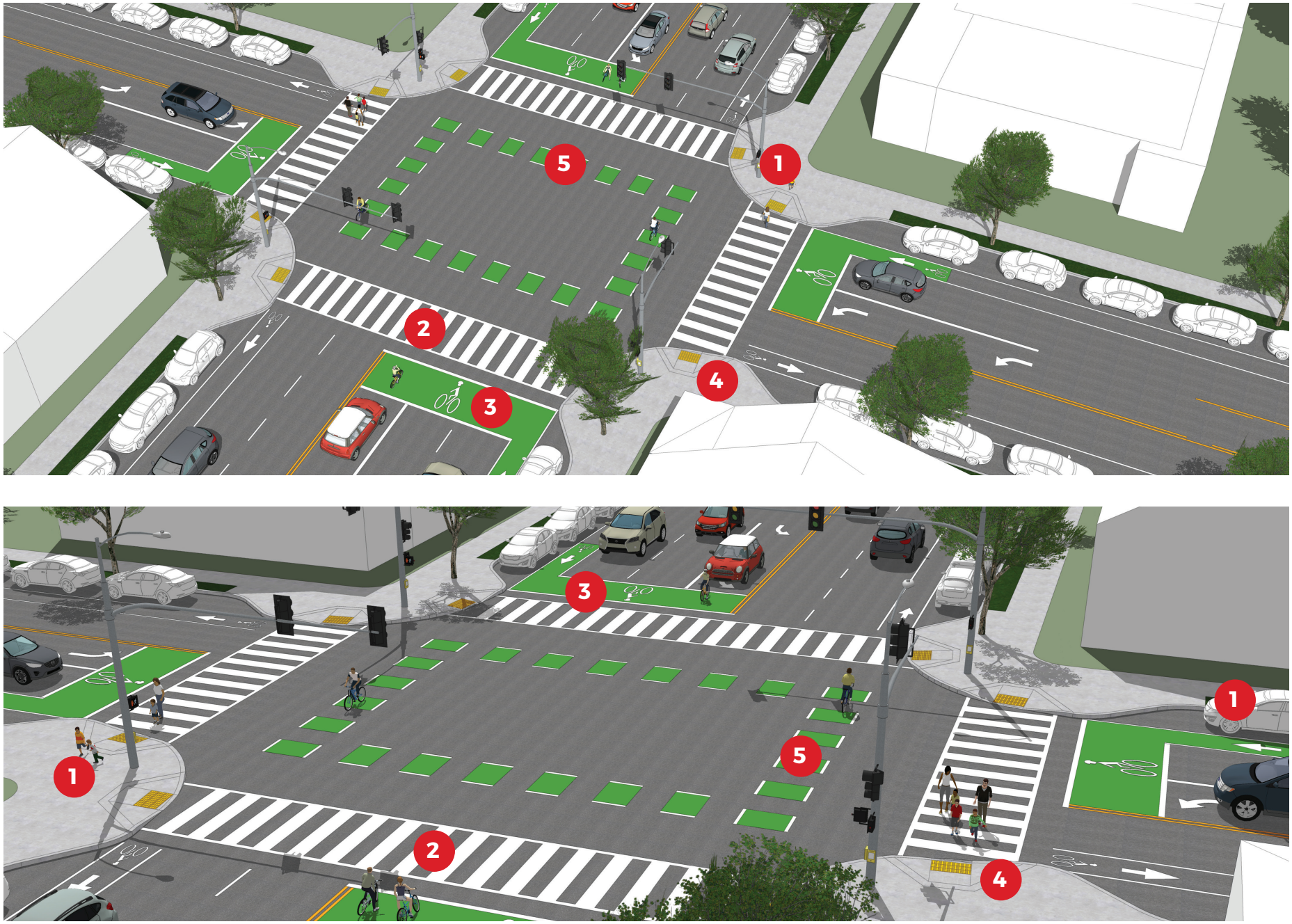


FIGURE 4-25: Arterial/Collector Intersection Improvements

INTERSECTION F

MINOR INTERSECTION

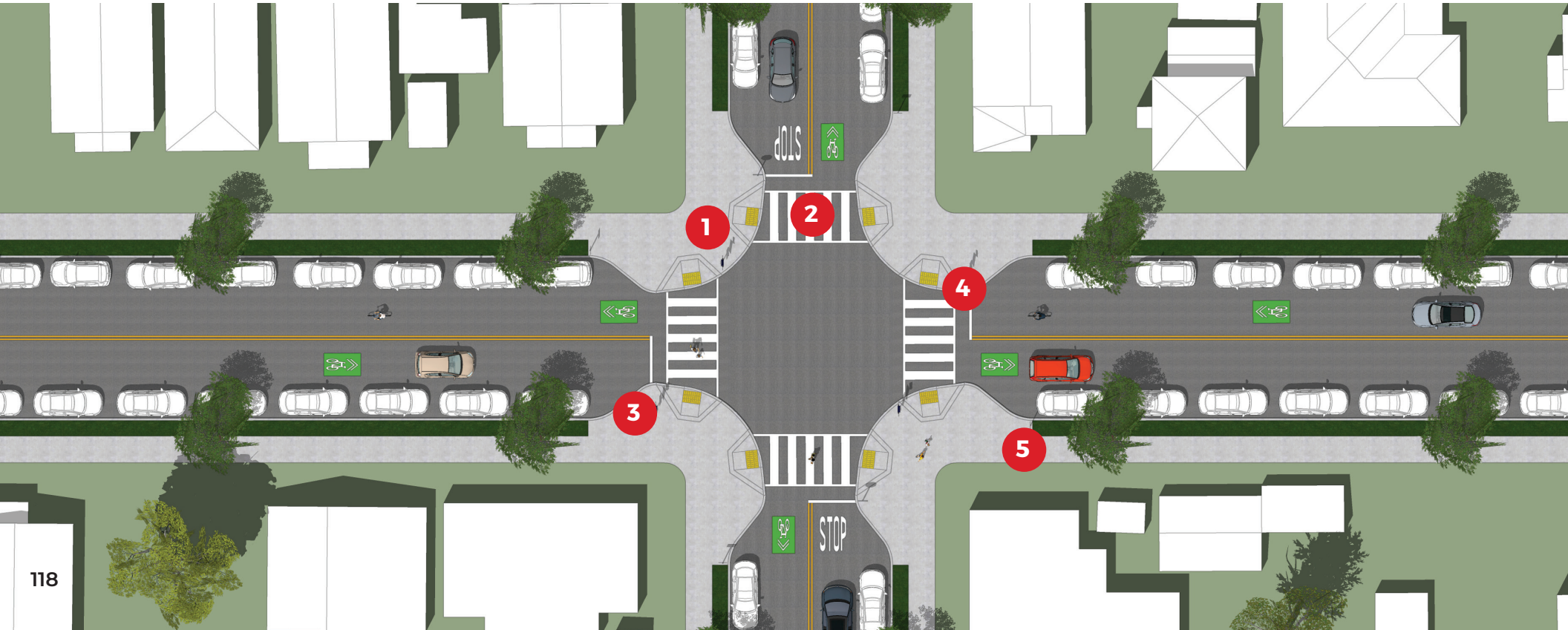
PROPOSED IMPROVEMENTS

Minor intersections are located along minor streets in neighborhoods that are primarily residential, many of which end in cul-de-sacs near highways and other utility right-of-way corridors. Pedestrian-actuated Rectangular Rapid Flashing Beacons (RRFB) and high visibility crosswalks can be installed at key intersections. Bicycle lanes, separated bicycle lanes, green-back sharrow markings, signage, and bicycle transition striping should be considered based on the corridor's needs.

Existing trees are to be protected in place and new street trees added where appropriate. Other green infrastructure improvements are also recommended at key intersections where flooding occurs. Curb extensions can be designed with rain gardens and existing parkways can be converted to bioswales to capture and filter water.

POTENTIAL IMPROVEMENTS

1. Curb extensions
2. High visibility crosswalks
3. RRFB
4. ADA curb ramps
5. Signage



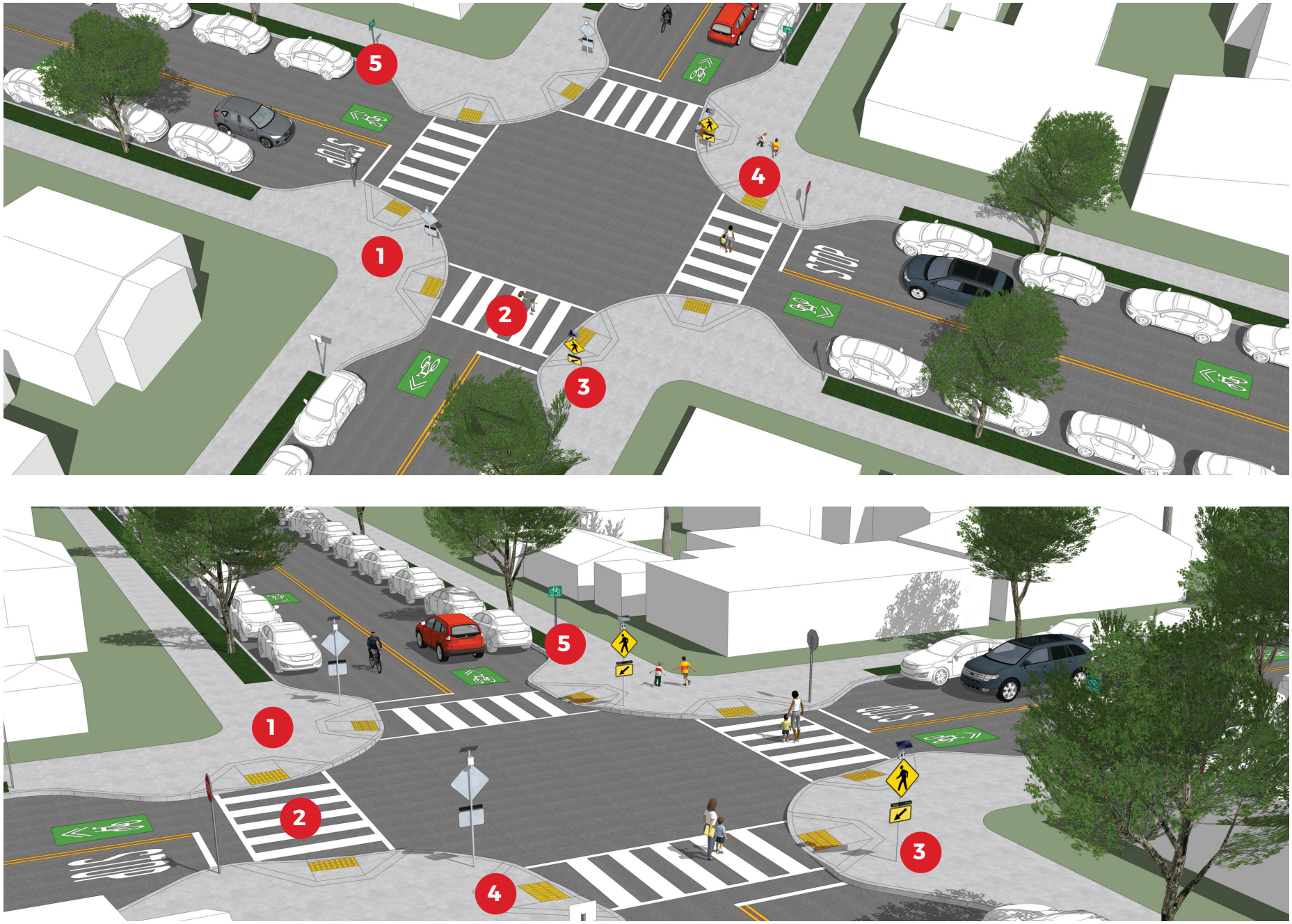


FIGURE 4-26: Minor Intersection Improvements

4.7 PROGRAMS

This section comprises a diverse menu of programs intended to support the projects recommended in this plan. Due to a long history of routine accommodation for pedestrians (i.e. sidewalks, crosswalks, dedicated signals, etc.), programs targeting walking are relatively uncommon. Conversely, the historic lack of routine accommodation for bicyclists has fostered confusion about the role of bicycles in the overall transportation system and has necessitated an impressive diversity and breadth of bicycle-related programs. Despite a common emphasis on projects, bicycle programs remain an important element of a successful bicycle plan. The following sections offer some background on the changing "state of practice" in bicycle programming, namely the increased integration of programs and projects, culminating in a comprehensive menu of bicycle and pedestrian programs.

4.7.1 EVOLVING STATE OF PRACTICE IN ACTIVE TRANSPORTATION

In order to realize local goals and objectives, communities should take a multifaceted approach to advance biking and walking and support development of safe, comfortable, and connected active transportation networks.

The principles articulated through the "Six Es" developed by the Safe Routes Partnership (Engagement, Equity, Engineering, Encouragement, Education, and Evaluation) can help create successful programs. In particular, many policy, programmatic, and design elements can be used to improve equity if they are targeted to address mobility needs of low-income residents, minorities, children, people with disabilities, and older adults.

In addition, there has been a shift in implementation strategies. Physical projects represent the most visible and perhaps most tangible evidence of a great place for bicycling or walking. Programs are increasingly targeted to occur in conjunction with the construction of specific bicycle and pedestrian projects to take advantage of the opportunity that capital project implementation represents for a city to promote bicycling and walking as attractive options.

A new multi-use path, for instance, represents a great opportunity to reach out to the area's walkers and parents of school-age children, as well as the neighborhood's "interested, but concerned" bicyclists. These target groups will benefit most by directly linking route improvements and supportive programs. In this way, bundling bicycling and walking programs with projects represents a much higher return on investment for both.

The programs recommended for the City of Los Alamitos are organized as a menu of initiatives, each listed under a broad category:

Engagement **Equity** **Engineering**

Encouragement **Education** **Evaluation**

These categories are not definitive. They are merely intended to offer some level of organization to the many program initiatives, the majority of which fall into at least one category.

4.7.2 ENGAGEMENT

Community outreach initiatives should start by listening to residents, families, businessowners, local leaders, and working with existing community organizations. These critical relationships should allow for purposeful, ongoing engagement opportunities. The engagement strategies used in this plan are detailed in Chapter Three, Community Engagement. Listed below are a few examples of engagement methods that can be used to increase public participation.

Signage

Signage is an effective tool to share information about a program or project. Displays can inform the public and stimulate citizens and stakeholders to participate in engagement activities. These displays can be used to remind people to engage in a positive behavior that you are seeking through this effort.

Electronic Newsletter

Distribution of an online newsletter is a great way to engage the public. Distribution should be researched and considered prior to utilizing this outreach method. This form of media can be used to display project and contact information as well as ways for readers to get involved.

Hotline

A hotline is a great way for community members to call in, leave comments, or talk to someone directly about the project or program. A hotline should be considered as a support tool of an overall community engagement strategy. In order to guarantee a hotline's success, it should be staffed and have the right person at the receiving end. Depending on the target audience, it may be necessary to have a multi-lingual person staffing the hotline. A hotline number is relatively low cost and requires little effort to maintain.

Surveys and Questionnaires

Surveys and questionnaires can also be created to identify the needs and views of a large number of people. Surveys are effective when a limited number of short and concise questions are used to gather information and feedback.

4.7.3 EQUITY

The ATP prioritizes the safety of Los Alamitos residents whose primary mode of transportation is walking, biking, skateboarding, and public transportation. Special emphasis is given to low-income neighborhoods and streets where the risk for collisions is greater. This plan intends to reduce barriers for low income and senior neighborhoods while mitigating potentially harmful long-term impacts. The following strategies and practices to address bicycle and pedestrian inequities.

Consider the Transportation Needs of Traditionally Underserved Populations

Recognize the importance to address the barriers that prevent trips from being safe, especially for the younger and lower income populations who cannot afford, operate, or choose to forgo vehicle ownership.

Examine Organizational Practices and Policies

Existing practices and policies may have unintended consequences when it comes to transportation equity. A systematic review of its practices should be performed to identify potential equity issues and opportunities.

Increase Staff Diversity

A recent survey has shown disparity between the sociodemographics of transportation decision-makers and the community they are meant to serve. Agencies should continually seek to increase the diversity of its staff at all levels of leadership and decision-making so that its workforce represents the community it serves.

Prioritize Projects in Light of Equity Considerations

Agencies can aim to implement improvements in areas that are disproportionally affected by health and safety burdens, acknowledging that policies and designs that improve conditions for vulnerable groups can benefit everyone in the community.

Encourage Public Involvement

Collaboration with the community is an integral part of the planning process. Individuals, especially those belonging to traditionally underserved communities, need to be empowered to participate in the transportation planning processes and have their needs heard.

4.7.4 ENGINEERING

A variety of engineering tools can be used to make sure that the roadways in Los Alamitos are designed to keep bicyclists and pedestrians safe at all times while maintaining efficient travel throughout the city. Some of these tools include street design techniques that are meant to reduce traffic congestion, decrease vehicular speeds, and enhance pedestrian and bicycle safety and comfort.

Some examples of engineering and traffic enhancements that provide a safer environment for pedestrians and bicyclists include:

- Traffic control signs
- Curb and high visibility pavement markings
- Signal timing
- Parking controls
- Traffic safety monitoring

4.7.5 ENCOURAGEMENT

Vehicle usage can be decreased in part by actively encouraging residents and visitors to bike, walk, and ride transit for a variety of trips and purposes. Encouragement is all about making bicycling and walking more fun, healthy and easy to do. In order to achieve this, the City, along with OCTA, the OC Health Care Agency, and other local organizations, organizes a series of activities and events that promote alternate modes of transportation and healthier lifestyles.

National Bike Month in May

During the month of May, cities across the country organize events and campaigns to educate people about biking and to encourage them to bike more to their destinations. Activities such as Bike Week, Bike to Work, and Bike Fridays can be organized and promoted.

Open Streets Events

Open streets events are increasingly popular in Southern California. They provide families and friends an opportunity to walk, bike, skate, or scooter down streets in their city free of cars.

Family Friendly Bike Rides

Fun family-friendly summer bike rides meant to encourage bike usage. This event intends to teach about bicycle and road safety.

Walk to School Day

This is a fun, educational event involving children, parents, and community leaders. This event gives students and families the opportunity to socialize and start the day off with enthusiasm and allows them to build connections with other members of the community.

National Bike Month logo

Bike to School Day logo

Open streets event in Long Beach

Ride and Walk of Lights

Annual winter evening family-friendly walk and bike ride where participants use battery lights and/or bike lights to be more visible while they walk or bike.

5K Running/Walking Events

Free five kilometers running and walking event that takes place in the city are an excellent way to encourage people to explore their city on foot. Post-race refreshments and healthy snacks can be provided to participants.

Food-Focused Bike Rides

Bike ride events where participants get together to enjoy food while cruising through this city's streets and neighborhoods is an innovative way of bridging bike riding with community building.

Walking Tours

The city and other local groups can organize family-friendly themed walks where participants have the opportunity to explore key locations including historical buildings, parks, murals, and businesses.

OC Bike Adventures

The Orange County Transportation Authority is planning fun bike workshops to explore local communities. All workshops are free and include bike skills guidance, tips and tricks and a fun ride to explore the treasures of Orange County! The goal of the workshops is to help you ride more safely and with more confidence during everyday travel and recreation.

Bike to Work Week

Participants can pledge to bike to work at least once during a set week. The participants can then be entered to win a raffle or prize. For this to work, participants can receive one entry for every day they participate to increase their odds.

Los Alamitos Virtual Community Center

The Los Alamitos Recreation and Community Services Department strives to create quality of life for its community. During this unprecedented time, they continue to create quality of life by bringing the community free, safe recreational activities for the entire family to enjoy. Visit their website weekly for updated activities and follow them on Facebook, Instagram, YouTube, and Nextdoor for up-to-date information.

Demonstration Project

Over the past decade Tactical Urbanism or "Demonstration Projects" has become an international movement, bringing about a shift in how communities think about project development and delivery. These demonstration projects include low-cost, temporary changes to the built environment intended to improve local neighborhoods and gathering places. In Southern California, these projects have loosely emulated a planned and designed project to allow residents to experience what the project may look like and how it affects traffic, active transportation modes and transit. These events are aimed to educate and and gain

OC Bike Adventures flyer

OCTA 2020 Bike to Work flyer

support from the community to move towards implementation. The City of Los Alamitos can utilize SCAG's GoHuman campaign to facilitate these demonstration projects as needed.

4.7.6 EDUCATION

Los Alamitos has had a number of collisions involving pedestrians and bicyclists. According to the Statewide Integrated Traffic Records System (SWITRS) bicycle and pedestrian collision dataset, there were 22 bicycle-related collisions and 23 pedestrian-related collisions from 2014 through 2018 in Los Alamitos. The City should consider carrying out public education campaigns to improve pedestrian and bicyclist safety. The following examples of education campaigns can help teach motorists, pedestrians, and bicyclists how to share the road safely.

Safety Assemblies

Safety assemblies can be organized as interactive gatherings or festivals that consist of various stations throughout a school gymnasium or park. Each station can have a bicycle, pedestrian, and teen driver safety component that allows students to participate in various activities while learning the basics of "on the road" safety.

Bike Safety Workshops

A two-hour long class intended to build habits and skills, and in-depth exploration of rights and responsibilities of bicyclists, including an "on bike" maneuvers, class intended to increase confidence. Participants get a free helmet and bike lights.

Pedestrian and Bike Traffic Safety Fairs

An obstacle course to teach pedestrians and bicyclist how to identify different street signs and how to use street infrastructure to increase safety. Youth and children navigate the obstacle course to win free helmets and lights.

Family Cycling Education

Family-friendly interactive training and infrastructure tour intended to increase the confidence of pedestrians and bicyclists. Participants get a free helmet and bike lights.

Safety Resource Event

Safety resource distribution events where people learn about the importance of wearing a helmet. Participants receive free helmets and bike lights and are taught about the bicycle rules of the road, as well as how to be visible and predictable when riding.

Bike Maintenance and Ride Workshops

Bike maintenance and ride workshops can include a series of classes for youth between 12-18 years. These classes are meant to teach riders how to fix and ride a bicycle. Participants learn the rules of the road, as well as their rights and responsibilities as bicyclists. These classes can offer the opportunity for participants to receive a free bike.

Safety Assembly

Bike safety workshop

Family cycling education event

4.7.7 EVALUATION

In order to improve programs and ensure that the bicycle and pedestrian conditions in Los Alamitos are adequate, audits, traffic-safety data collection, analysis, and reporting are necessary. Additionally, surveys allow to gain input from users on existing issues and potential solutions. The following examples include ways the City can evaluate and monitor programs and infrastructure.

Create City Staff Active Transportation Evaluator Position

An active transportation evaluator position would assist the city's current active transportation coordinator in reviewing project plans and built projects as well as ensuring consistency and cooperation between city departments. The evaluator would also assist with completing grant applications, maintaining a prioritized list of improvements, researching appropriate funding sources, and updating cost estimates. This investment in staff is often returned since this position is usually responsible for securing State and federal funding.

Active Transportation Advisory Committee

While the city has an active Bicycle Advisory Team that provided valuable oversight for this Active Transportation Plan, many municipalities have developed bicycle and pedestrian, or active transportation advisory committees to address walking along with bicycling, and some address overall mobility, including transit. This group can act as a community liaison and support city staff, volunteers, and advocate efforts to address issues concerning local bicycling and walking, as well as regularly evaluate the progress of improvements in this Active Transportation Plan. City support is imperative for creating the committee, budgeting time and resources for city staff, and for elected officials to attend and to support the committee.

Conduct Bicycle and Pedestrian Counts and Review Collision Data

Conduct regular bicyclist and pedestrian counts throughout the city to determine baseline mode share and subsequent changes. Conducting counts would allow the city to collect information on where the most bicycling and walking occur. This assists in prioritizing and justifying projects when funding is solicited and received. Counts can also be used to study bicycling and walking trends throughout the city. Analysis that could be conducted includes:

- Changes in volumes before and after projects have been implemented
- Prioritization of local and regional projects
- Research on clean air change with increased bicycle use

Counts should be conducted at the same locations and at the same times every year. Conducting counts during different seasons within the year may be beneficial to understanding the differences in bicycle and pedestrian traffic volumes based on seasonal weather. In addition, bicycle and pedestrian counts should be collected as part of any existing traffic counts. Results should be regularly recorded for inclusion in the bicycle and pedestrian report card (see next section).

The Los Alamitos Police Department should collect and track collision data. Regular reports of traffic collisions should be presented to the advisory committee. Traffic collisions involving bicyclists and pedestrians should be regularly reviewed and analyzed to develop plans to reduce their frequency and severity. Any such plans should include Police Department involvement and should be monitored to determine their effectiveness. Results of the number of collisions should be recorded in a bicycle and pedestrian report card described in the next section.

Bicycle and Pedestrian Report Card

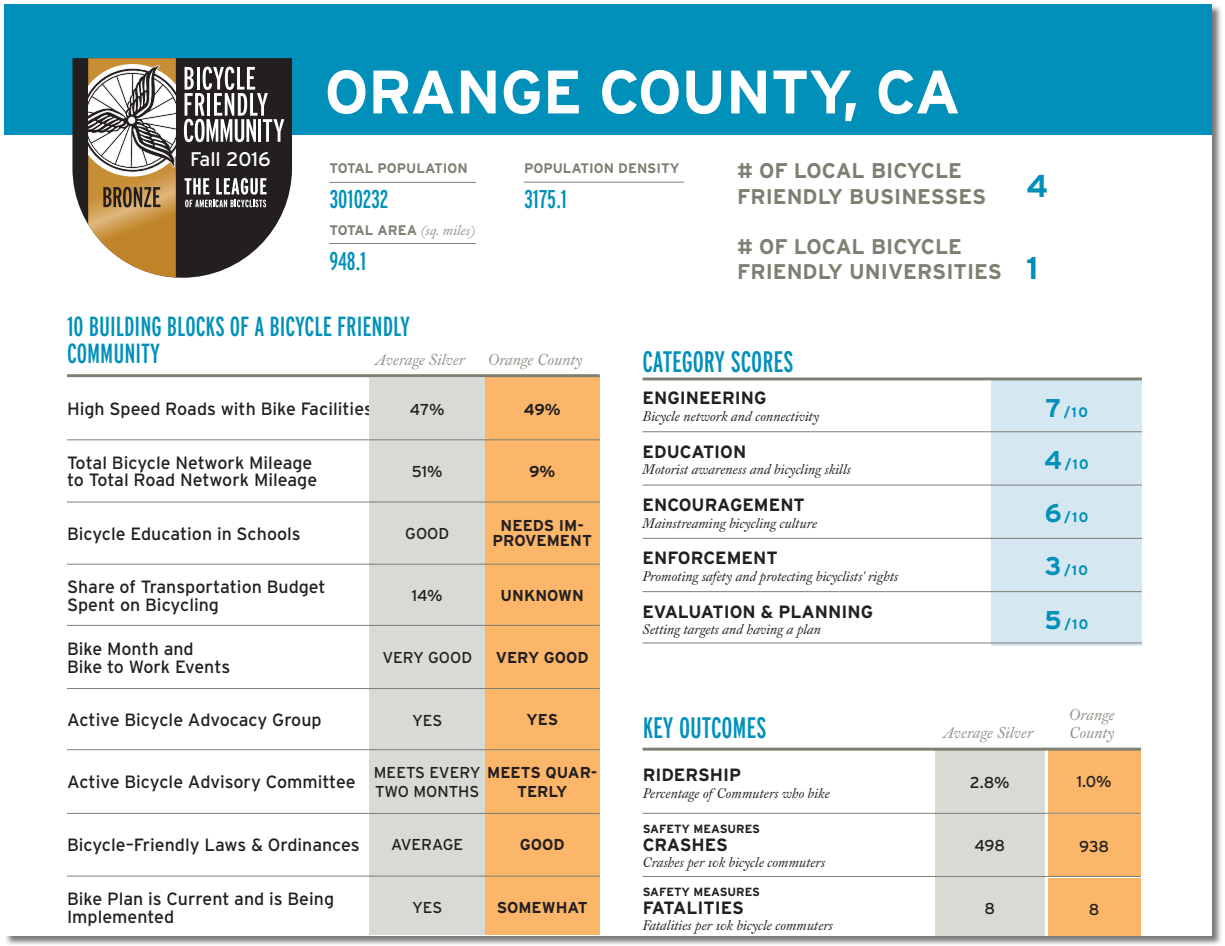
The City could develop a bicycle and pedestrian report card, a checklist used to measure the success of plan implementation, as well as effort made, within the city. The report card could be used to identify the magnitude of accomplishments in the previous year and general trends. The report card could include, but not be limited to, keeping track of system completion, travel by bicycle or on foot (counts) and safety.

The City can use the report card to track trends, placing more value on relative than absolute gains (in system completion, mode share, and safety). For example, an upward trend in travel by bicycle or on foot would be viewed as a success, regardless of the specific increase in the number of bicyclists

or walkers. Safety should be considered relative to the increase in bicyclists and walkers. Sometimes crash numbers go up simply because bicycling and walking increases, at least initially. Instead, measure crashes as a percentage of an estimated overall mode share count.

A major portion of the report card would be an evaluation of system completion. An upward trend would indicate that the city is progressing in its efforts to complete the bicycle and pedestrian network identified in this document. The report card could be developed to utilize information collected as part of annual and on-going evaluations, as discussed in the previous sections. The report card is not intended to be an additional task for city staff, but rather a means of documenting and publicizing the city's efforts related to bicycle and pedestrian planning. It can be a task of the advisory committee to review annual report cards and to suggest future plan and goal adjustments.

In addition to quantifying accomplishments related to the bicycle plan, the city should strive to quantify its efforts. These may be quantified as money spent, staff hours devoted or other in-kind contributions. The quantified effort should be submitted as a component of the bicycle and pedestrian report card. Some cities publish their report cards online.



BICYCLE FRIENDLY COMMUNITY
Fall 2016
BRONZE
THE LEAGUE OF AMERICAN BICYCLISTS

ORANGE COUNTY, CA

TOTAL POPULATION
3010232

TOTAL AREA *(sq. miles)*
948.1

POPULATION DENSITY
3175.1

OF LOCAL BICYCLE FRIENDLY BUSINESSES 4

OF LOCAL BICYCLE FRIENDLY UNIVERSITIES 1

10 BUILDING BLOCKS OF A BICYCLE FRIENDLY COMMUNITY

	Average Silver	*Orange County*
High Speed Roads with Bike Facilities	47%	49%
Total Bicycle Network Mileage to Total Road Network Mileage	51%	9%
Bicycle Education in Schools	GOOD	NEEDS IMPROVEMENT
Share of Transportation Budget Spent on Bicycling	14%	UNKNOWN
Bike Month and Bike to Work Events	VERY GOOD	VERY GOOD
Active Bicycle Advocacy Group	YES	YES
Active Bicycle Advisory Committee	MEETS EVERY TWO MONTHS	MEETS QUARTERLY
Bicycle-Friendly Laws & Ordinances	AVERAGE	GOOD
Bike Plan is Current and is Being Implemented	YES	SOMEWHAT

CATEGORY SCORES

ENGINEERING *Bicycle network and connectivity*	7 /10
EDUCATION *Motorist awareness and bicycling skills*	4 /10
ENCOURAGEMENT *Mainstreaming bicycling culture*	6 /10
ENFORCEMENT *Promoting safety and protecting bicyclists' rights*	3 /10
EVALUATION & PLANNING *Setting targets and having a plan*	5 /10

KEY OUTCOMES

	Average Silver	*Orange County*
RIDERSHIP *Percentage of Commuters who bike*	2.8%	1.0%
SAFETY MEASURES **CRASHES** *Crashes per 10k bicycle commuters*	498	938
SAFETY MEASURES **FATALITIES** *Fatalities per 10k bicycle commuters*	8	8

Orange County 2016 report card

Apply for Bicycle Friendly Community Designation

Bicycle Friendly Community designation is part of a program offered by the League of American Bicyclists (LAB) intended to provide communities with guidance on becoming more bicycle friendly and to award recognition for their achievements. Like the report card described previously, Bicycle Friendly Community designation provides a standard by which the City of Los Alamitos can measure its progress toward bicycle friendliness. It could be a function of the Bicycle Advisory Team to support city staff to compile an updated application to improve upon its current Bronze level Bicycle Friendly Community status.

4.7.8 HEALTH-RELATED PROGRAMS

There are a number of actions and programs that can be made available in communities to further promote healthy lifestyles choices through active transportation modes. Active transportation has many proven physical, social, and mental health benefits through increased levels of physical activity.

Los Alamitos Health Fair and Expo

The Los Alamitos Health Fair and Expo is typically held each summer to celebrate wellness and teach the community how to create a healthier lifestyle. The Health Expo is free and features a variety of health-related vendors including yoga, self-defense, holistic healing, CPR/First Aid, home health care and more.

OC Hiking Club

The Orange County Hiking Club is a charitable 501© (3) nonprofit and the largest hiking club in the county. The club exists to promote physical, mental, and emotional wellness through connection with nature. In addition to these benefits, it also provides education, encouragement, and nature-empowerment for people of all ages, families, and at-risk youth through mentorship and leadership development in the outdoors.

Orange County Cycling Club

The Orange County Cycling Club is a social cycling club with rides in Orange County. No membership is required, and riders can benefit from being physically active outdoors in their own community.

OC Loop

The Orange County (OC) Loop is a vision for 66 miles of seamless connections and an opportunity for people to bike, walk, and connect to key destinations. About 80 percent of the OC Loop is already in place and is used by thousands of people. Currently, nearly 54 miles use existing off-street trails along the San Gabriel River, Coyote Creek, Santa Ana River, and the Coastal/Beach Trail.

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Chapter 5
FUNDING

5.1 Potential Infrastructure and Funding Sources

5.1 POTENTIAL INFRASTRUCTURE AND FUNDING SOURCES

Federal, state, and local government agencies invest billions of dollars every year in the nation's transportation system. Only a fraction of that funding is used to develop policies, plans, and projects to improve conditions for bicyclists and pedestrians. Even though appropriate funds are available, they are limited and often hard to find. Desirable projects sometimes go unfunded because communities may be unaware of a fund's existence or may apply for the wrong type of grant. In addition, there is increasing competition between municipalities for the limited available funds.

Whenever federal funds are used for bicycle and pedestrian projects, a certain level of state and/or local matching funding is generally required. State funds are often available to local governments on similar terms. Almost every implemented active transportation or complete street program and infrastructure in the United States has had more than one funding source and it often takes a good deal of coordination to pull the various sources together.

According to the publication by the Federal Highway Administration (FHWA), an Analysis of Current Funding Mechanisms for Bicycle and Pedestrian Programs at the Federal, State and Local Levels, where successful local bicycle infrastructure programs exist, there is usually an active transportation coordinator with an extensive understanding of funding sources, such as Caltrans. City staff are often in a position to develop a competitive project and detailed proposal that can be used to improve conditions for bicyclists and pedestrians within their jurisdictions. Some of the following information on federal and state funding sources were derived from the previously mentioned FHWA publication.

The City of Los Alamitos should continue to pursue state level grants through programs such as Caltrans' Active Transportation Planning (ATP) and Sustainable Transportation Planning grants, the Strategic Growth Council's Sustainable Community Planning Grants, Urban Greening Grants and through the Highway Safety Improvement Program (HSIP). Projects that are not awarded funding through the Caltrans ATP cycles are sent to the Southern California Association of Governments (SCAG), the local MPO, for consideration for funding through their programs. It will be important to coordinate efforts with adjacent jurisdictions on projects that affect and benefit both cities. Coordination and joint efforts also strengthen an application due to combined benefits for multiple jurisdictions.

Tables 5-1 through 5-3 identify potential federal, state, and local funding opportunities that may be used from design to maintenance phases of projects. Due to trends in Low Impact Development (LID) and stormwater retention street designs, funding sources for these improvements not only increase the chances for first and last mile improvements but can also be incorporated into streetscape and development projects.

Refer to funding sources for specific details on funding cycles.

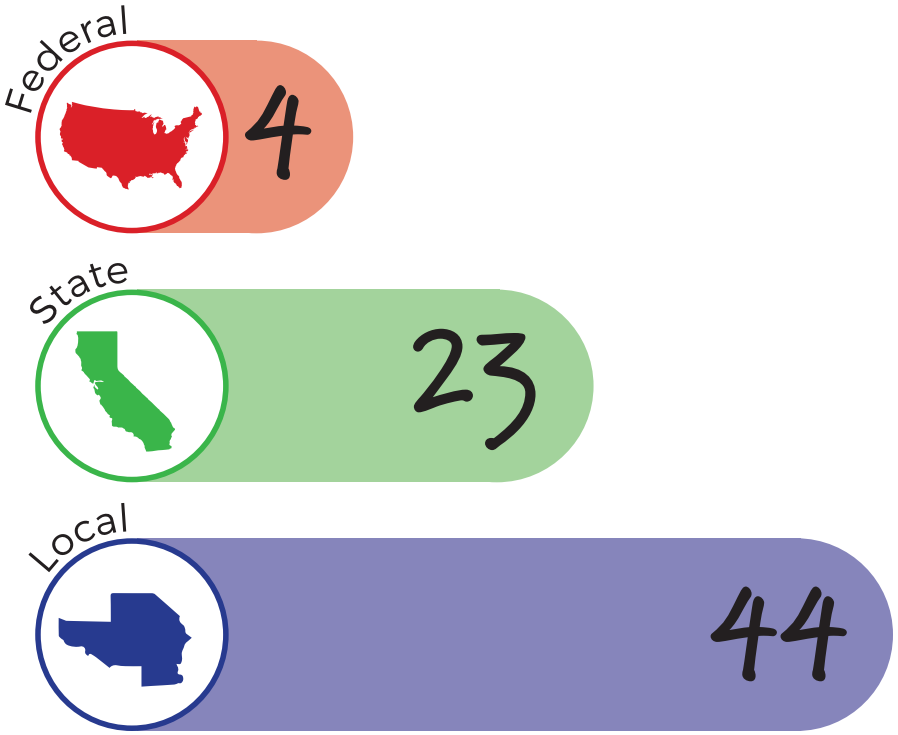

TABLE 5-1: Federal Funding Sources

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Congestion Mitigation and Air Quality Improvement (CMAQ) Program	Federal Highway Administration (FHWA)	Unavailable	●			https://www.fhwa.dot.gov/environment/air_quality/cmaq/										
Highway Safety Improvement Program (HSIP)	Federal Highway Administration (FHWA)/ Caltrans	Unavailable	●		●	https://dot.ca.gov/programs/local-assistance/fed-and-stateprograms/highway-safetyimprovement-program	●		●	●			●			
Enhanced Mobility of Seniors and Individuals with Disabilities	Federal Transit Administration (FTA)	Unavailable	●	●		https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310	●	●		●						
Safe Routes to Parks, Activating Communities Program	National Center for Safe Routes to School and Caltrans	Unavailable	●		●	https://www.saferoutespartnership.org/healthy-communities/aferoutestoparks/2019	●		●	●		●				●

TABLE 5-2: State Funding Sources

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Clean Mobility Options	Air Resources Board	July	●			https://www.cleanmobilityoptions.org/	●		●	●						
Sustainable Transportation Equity Project (STEP)		August	●	●	●	https://ww3.arb.ca.gov/msprog/ct/opportunitiesgov/step.htm	●		●	●						
Local Streets and Roads (LSR) Program	California Transportation Commission	Unavailable	●			https://catc.ca.gov/programs/sb1/local-streets-roads-program	●		●	●						
Solutions for Congested Corridors (SCCP)		Every Two Years	●			https://catc.ca.gov/programs/sb1/solutions-for-congested-corridors-program	●		●	●						
State Transportation Improvement Program (STIP)	California Transportation Commission/ California Department of Transportation (Caltrans)	Every Two Years	●			https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/state-transportation-improvement-program	●		●	●						
Urban Forestry Program	Federal Highway Administration (FHWA)/ Regional agency may also contribute	Unavailable	●		●	https://www.fire.ca.gov/grants/urban-and-community-forestry-grant-programs/	●		●		●					

TABLE 5-2: State Funding Sources (Cont.)

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Infill Infrastructure Grant Program for Small Jurisdictions	California Department of Housing and Community Development	Varies	●			https://www.hcd.ca.gov/grants-funding/active-funding/iigp.shtml	●		●							
Land and Water Conservation Fund (LCWF)	California Department of Parks and Recreation (DPR)	Annual	●	●		https://www.lwcfcoalition.com/	●			●		●	●			
Regional Park Program (Prop 68)		Unavailable	●	●		https://www.parks.ca.gov/?page_id=29940	●	●			●	●				●
Statewide Park Program (SPP)		December	●	●		https://www.parks.ca.gov/?page_id=29939	●		●	●						
Recreational Trails Program (Prop 68)		Annually	●	●		https://www.parks.ca.gov/?page_id=24324	●	●	●	●		●	●			●
Habitat Conservation Fund (Prop 117)		Unavailable	●	●		https://www.parks.ca.gov/?page_id=24324	●		●		●	●	●			
Active Transportation Planning Grants (ATP)	California Department of Transportation (Caltrans)	July-September	●	●	●	https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/active-transportation-program	●		●	●			●			●
Transportation Development Act (TDA) Article 3 (SB 821)	California Department of Transportation (Caltrans)	Annually	●		●	https://dot.ca.gov/programs/rail-and-mass-transportation/transportation-development-act	●		●	●			●			●

TABLE 5-2: State Funding Sources (Cont.)

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Sustainable Transportation Planning Grants	California Department of Transportation (Caltrans)	Annually			●	https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants	●		●	●						●
Urban Greening	California Natural Resources Agency	Unavailable	●			https://resources.ca.gov/grants/urban-greening	●		●		●	●	●			
Environmental Enhancement and Mitigation (EEMP)	California Natural Resources Agency and Caltrans	Unavailable	●			https://resources.ca.gov/grants/environmental-enhancement-and-mitigation-eem/	●					●	●			
Local Partnership Program - Competitive and Formulaic	California Transportation Commission	March - June	●	●	●	https://catc.ca.gov/programs/sb1 /local-partnership-program		●	●				●			
Transit and Intercity Rail Capital Program (TIRCP)	CalSTA and Caltrans Division of Rail and Mass Transportation	January	●	●	●	https://calsta.ca.gov/subject-areas/transit-intercity-rail-capital-prog https://dot.ca.gov/programs/rail-and-mass-transportation/transit-and-intercity-rail-capital-program	●		●	●						
State Highway Operations and Protection Program (SHOPP)	Caltrans Office of SHOPP Management	Unavailable	●			https://dot.ca.gov/programs/transportation-programming/state-highway-operation-protection-program-shopp-minor-program-shopp	●		●	●						

TABLE 5-2: State Funding Sources (Cont.)

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Office of Traffic Safety Grant Program	Office of Traffic Safety	Due in January		●		https://www.ots.ca.gov/Grants/			●							
Affordable Housing and Sustainable Communities Program (AHSC)	Strategic Growth Council and Department of Housing and Community Development	February	●	●		https://hcd.ca.gov/grants-funding/active-funding/ahsc.shtml			●	●						
Transformative Climate Communities (TCC)	Strategic Growth Council/ Department of Conservation	February	●			http://www.sgc.ca.gov/programs/tcc/	●		●	●			●			

TABLE 5-3: Local Funding Sources

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Special Habitat Conservation Programs	Regional MPOs/Local Cities	Unavailable							●		●	●	●			
Special Parks and Recreation Bond Revenues							●	●	●	●	●	●	●	●	●	●
Special Transportation Bonds and Sales Tax Incentives							●	●	●	●	●	●	●	●		
Sustainable Communities Program (SCP)	Southern California Association of Governments (SCAG)	Annual Budget				https://scag.ca.gov/sustainable-communities-program			●	●		●				●
Local Community Engagement and Safety Mini-Grants		May-July				https://scag.ca.gov/apply-mini-grant			●	●					●	●
Advertising Sales/Naming Rights	Local Jurisdictions	Annual Budget					●	●		●	●			●	●	
Community Facilities District (CFD)							●	●	●	●	●	●	●	●	●	
Infrastructure Financing District (IFD)															●	

TABLE 5-3: Local Funding Sources (Cont.)

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Facilities Benefit Assessment District (BFA)	Local Jurisdictions	Annual Budget													•	
Easement Agreements/ Revenues							•	•	•		•					
Equipment Rental Fees							•	•		•		•		•		
Facility Use Permits Fees							•	•		•		•		•		
Fees and Charges/ Recreation Service Fees							•	•		•		•		•		
Food and Beverage Tax							•	•		•		•		•		•
General Fund							•	•	•	•	•	•	•	•		
General Obligation Bonds							•	•	•	•	•	•	•	•		
Intergovern-mental Agree-ments							•	•	•	•	•	•	•	•		
Lease Revenues							•	•		•	•	•	•	•		
Mello Roos Districts							•	•	•	•	•	•	•	•		

TABLE 5-3: Local Funding Sources (Cont.)

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Residential Park Improvement Fees	Local Jurisdictions	Annual Budget					●		●	●	●	●	●	●	●	●
Park Impact Fees							●		●	●	●	●	●	●		
Traffic Impact Fees							●	●	●	●	●	●	●	●		
In-Lieu Fees							●		●	●	●	●	●	●		
Pouring Rights Agreements							●			●	●	●	●	●		
Private Development Agreements							●	●	●	●	●	●	●	●		
Surplus Real Estate Sale Revenues							●									
Revenue Bond Revenues							●	●								
Sales Tax Revenues							●	●	●							
Transient Occupancy Tax Revenues							●	●	●							
Wastewater Fund Reserves								●								
Utility Taxes							●	●								

TABLE 5-3: Local Funding Sources (Cont.)

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Business Improvement Districts (BID)	Non-profits, Business Organizations or City	Unavailable						•	•							
Maintenance Assessment Districts (MAD)								•	•							
Property Based Improvement Districts (PBID) Landscape Maintenance District (LMD)								•	•							
Various Sports Field Grants	Various Agencies, Foundations and Corporations						•	•	•							
Community Health Initiatives	Kaiser Permanente						•		•							
America's Historical Planning Grants	National Endowment for Humanities						•		•							
Corporate Sponsorships	Private Corporations						•	•	•	•	•	•	•	•		
Private Sector Partnerships																
Non-Profit Partnerships	Non-Profit Corporations						•	•	•	•	•	•	•	•		

TABLE 5-3: Local Funding Sources (Cont.)

FUNDING SOURCE	FUNDING ORIGIN	FUNDING CYCLE	ACTIVE TRANSPORTATION			WEBSITE	CIP DEVELOPMENT	MAINTENANCE & OPERATION	IMPLEMENTATION	FIRST AND LAST MILE	URBAN FORESTRY	BACK TO NATURE	LOW IMPACT DEVELOPMENT	CULTURE AND HISTORY	ART	HEALTH
			INFRASTRUCTURE	NON-INFRASTRUCTURE	PLANNING											
Foundation Grants	Private Foundations	Unavailable					●	●	●	●	●	●	●			
Private Donations	Private Individuals						●	●	●	●	●	●	●	●		
Irrevocable Remainder Trusts							●	●	●				●			
Targeted Fund-raising Activities	Local Jurisdictions						●	●	●	●	●	●	●	●		●
Healthy Places by Design	Robert Wood Johnson Foundation			●					●						●	●
PeopleForBikes Community Grant Program	PeopleFor-Bikes/Partners	Twice a year	●	●						●		●				●

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 **ITEM NUMBER: 10E**

To: **Mayor Mark A. Chirco & Members of the City Council**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Approval of the Request for Proposals (RFP) 2021-05 and Authorization to Bid for Consulting Services for the Annual Preparation of the City's Program Effectiveness Assessment (PEA) Report**

SUMMARY

This report recommends actions to facilitate the solicitation of bids for contractual services for the annual preparation of the City's Program Effectiveness Assessment (PEA) Report.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2021-05 for consulting services for the annual preparation of the City's Program Effective Assessment (PEA) report; and,

2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos will be requesting proposals for environmental management and technical services related to National Pollutant Discharge Elimination System (NPDES). The State of California Regional Water Control Board Santa Ana Region Order No. R8-2009-0030 NPDES No. CAS618030 Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cites of Orange County within the Santa Ana Region Area wide Urban Storm Water Runoff established compliance activities on both a day-to-day and annual basis. The most current adopted permit includes mandates for the implementation of water quality control programs, including public education, regulatory requirements for existing and new development, commercial/industrial/municipal inspections, statewide trash provisions, development of watershed improvement plans, unfunded mandates claim submittals, and compliance with revisions from subsequent adopted Permits.

The City currently holds a contract for the preparation of the PEA with Fuscoe Engineering - this contract is set to expire on June 20, 2021.

DISCUSSION

The purpose of this Request for Proposals (RFP) is to solicit bids and select a firm to provide professional consulting services whom will facilitate the preparation of the City's PEA report.

The Consultant will be responsible for the collection of all pertinent data and preparation of the annual PEA, which illustrates the NPDES activities completed by the City to remain in compliance with the NPDES Permit. This will entail collaborating with the various departments in collecting data and narrative information necessary to complete the report.

Once a Consultant is selected, a contract will be established for a term that will run for two years, with a maximum of two – 2 year extensions. The following is an approximate timeline for awarding of the contract related to the described services:

DATE	ACTION
04/19/21	City Council Approval of RFP 2021-02
04/28/21 & 5/5/21	Advertise RFP
5/13/21	Bid Opening
6/21/21	City Council Award of Contract

FISCAL IMPACT

The funding for this service is included in FY 2021-2022 - Account No. 10.537.5289.

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. RFP 2021-05 PEA Preparation Services

CITY OF LOS ALAMITOS

Request for Proposal (RFP) 2021-02
CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT

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: April 19, 2021

Deadline/Bid Opening Date:
Must be received by 11:00am
Thursday, May 13, 2021

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

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CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT REQUEST FOR PROPOSAL (RFP) 2021-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED PROPOSALS ..... A
PROPOSAL REQUIREMENTS……..……B
BACKGROUND…….C
PROPOSAL SCHEDULE.....E
CONSULTING SERVICES AGREEMENT FOR ANNUAL PREPERATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT .....F

SECTION A

NOTICE INVITING SEALED PROPOSALS

CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT REQUEST FOR PROPOSAL (RFP) 2021-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Development Services Department

NOTICE OF REQUEST FOR PROPOSALS 2021-02

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 11:00 AM on Thursday, May 13th, 2021, as follows:

CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT

Proposals must be submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR CONSULTING SERVICES FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT. DO NOT OPEN WITH REGULAR MAIL."**

Proposals shall provide for annual assistance in the preparation of the City's Development of Annual Program Effectiveness Assessment (PEA).

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

SECTION B

PROPOSAL RESPONSE REQUIIREMENTS

CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT
REQUEST FOR PROPOSAL (RFP) 2021-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION I - PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit the 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 firm 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.

1.0 INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

Two (2) bound copies and one (1) Microsoft Word digital version of the Proposal must be submitted no later than 11:00 a.m., on Wednesday, May 13, 2021 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

Proposals must be submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR CONSULTING SERVICES FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT. DO NOT OPEN WITH REGULAR MAIL."**

Proposers are solely responsible for ensuring their Proposal is received by the City in accordance with the solicitation requirements, before the 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 PROPOSAL. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

SECTION II – ADDITIONAL PROPOSAL RESPONSE REQUIREMENTS

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, telephone numbers, and fax numbers of 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 for the proposal to be organized, and contain all information as specified below:

A. Letter of Introduction, to include an understanding of the scope of services

B. The firm's approach to delivering the scope of services

C. Brief company profile and number of years the firm has been in business

D. Location of principal office that will be responsible for the implementation of any contracts

E. 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.

F. 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.

G. 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

H. Any other information, which should be considered, such as any special services or customer service philosophy, which define your firm's practices.

I. If selected, the firm will be required to have and maintain, at a minimum, insurance as specified in the Consultant Services Agreement included in Section F of this RFP.. The proposal shall state whether the firm could meet the City's insurance requirements and provide proof of coverage at the time of contract execution.

J. Selection of the firm will be based on:

- *Firm Experience*
- *Schedule & Budget Responsiveness*
- *Coordination & Supervision Team Work*
- ***Quality Control and Assurance***
- *Qualifications and Experience of Staff and/or sub-consultants*
- ***Cost***

D: REFERENCES AND QUALIFICATION REQUIREMENTS

Consultant must present evidence indicative of its ability to finance, provide, and sustain the specified 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 Consultant .

1. **Client References:** On a separate sheet of paper, consultant must furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom consultant has provided similar services. The City intends to contact these customers to determine reliability, Consultants' performance, services and other information.

2. **General Business Statement**: A statement of all of the important business activities of consultants' 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. Consultants shall guarantee that the actual on-site supervisor or foreman shall possess this experience.

3. **Financial Statement:** Most recent and complete financial statement of consultants' 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.

E. REQUIREMENT FOR SUPPLEMENTAL INFORMATION

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

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 Consulting Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

SECTION III - SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit and select firm(s) to provide consultant services to augment City staff as it relates to reporting data related to National Pollutant Discharge Elimination System (NPDES). Under the direction of the Development Services Department, the consultant(s) would serve as coordinator and would provide the range of expertise necessary to complete the City's annual Program Effectiveness Assessment (PEA).

The City of Los Alamitos is soliciting proposals from qualified firms to provide technical services related to National Pollutant Discharge Elimination System (NPDES). State of California Regional Water Control Board Santa Ana Region Order No. R8-2009-0030 NPDES No. CAS618030 Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cites of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff, established compliance activities on both a day-to-day and annual basis. The most current adopted permit includes mandates for the implementation of water quality control programs, including public education, regulatory requirements for existing and new development, commercial/industrial/municipal inspections, statewide trash provisions, development of watershed improvement plans, unfunded mandates claim submittals, and compliance with revisions from subsequent adopted Permits.

The selected firm will be responsible for the preparation of the City's Annual Program Effectiveness Assessment (PEA) report, including the collection of all pertinent data and preparation of the annual Program Effectiveness Assessment (PEA), which illustrates the NPDES activities completed by the City in order to remain in compliance with the NPDES Permit. This will entail collaborating with

the various departments in collecting data and narrative information necessary to complete the document. The selected firm is responsible for producing a Final City PEA Report and submitting three CD's to the County of Orange prior to the annual reporting submittal deadline to the Santa Ana Regional Water Quality Board.
All services provided by the Consultant(s) shall be performed by individuals that meet the qualification, education, and certification/licensing requirements for the position. The successful consultant(s) shall also have the resources to provide cost effective and timely services including providing customer service to the City of Los Alamitos.

SECTION IV - GENERAL CONDITIONS

4.1 AUTHORIZED SIGNATURES: Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

4.2 AWARD OF PROPOSAL: Award will be made to the Proposer offering the most advantageous Proposal after consideration of all Evaluation Criteria set forth in Section II. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of the Proposal. The City shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

4.3 CANCELLATION OF SOLICITATION: The City may cancel this solicitation at any time.

4.4 COMPLIANCE WITH LAWS: All Proposals shall comply with current federal, state, and other laws relative thereto.

4.5 CONTRACT DOCUMENTS, EXAMINATION OF: It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied

as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

4.6 COSTS: The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

4.7 DISQUALIFICATION OF PROPOSER: If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

4.8 INTERPRETATION OF CONTRACT DOCUMENTS: City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any Contract Documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Requests for interpretations shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

4.9 IRREGULARITIES: City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

4.10 NON-EXCLUSIVE CONTRACT: The successful Proposer will enter into a NON-EXCLUSIVE contract and the City reserves the right to enter into agreements with other firms for services.

4.11 NO OBLIGATION: The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

4.12 MULTIPLE PROPOSALS: Proposers are NOT allowed to submit more than one Proposal.

4.13 PROPOSAL, REJECTION OF: The City reserves the right to reject in its sole and absolute discretion, and for any reason whatsoever, any or all Proposals or any part of a Proposal.

4.14 PROPRIETARY INFORMATION: Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

4.15 PUBLIC OPENING: There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

4.16 SEVERABILITY: If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

4.17 SUBCONTRACTOR INFORMATION: If the Proposal includes the use of subcontractors, Proposer must identify subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

4.18 SUBCONTRACTOR REFERENCES: For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

a. Client name
b. Project description
c. Dates (starting and ending)
d. Technical environment
e. Staff assigned to reference engagement that will be designated for work per this RFP
f. Client project manager's name and telephone number.

4.19 TERMS OF AN OFFER: The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Consulting Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is included in Section of this RFP for reference. Please review this very carefully and note in the body of your response any exceptions or requested alterations to the agreement. Alterations or requested changes to the agreement which were not in the Proposal will not be made after the

selection of the Proposer. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

4.20 WITHDRAWAL OF PROPOSAL: Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

SECTION C
BACKGROUND

CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT REQUEST FOR PROPOSAL (RFP) 2021-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT REQUEST FOR PROPOSAL (RFP) 2021-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

5.1 BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals (RFP) from qualified firms to provide technical services related to National Pollutant Discharge Elimination System (NPDES). State of California Regional Water Control Board Santa Ana Region Order No. R8-2009-0030 NPDES No. CAS618030 Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cites of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff established compliance activities on both a day-to-day and annual basis. The most current adopted permit includes mandates for the implementation of water quality control programs, including public education, regulatory requirements for existing and new development, commercial/industrial/municipal inspections, statewide trash provisions, development of watershed improvement plans, unfunded mandates claim submittals, and compliance with revisions from subsequent adopted Permits.

It is the intent of the City to award a Consulting Services Agreement for Annual Preparation of the City's Program Effectiveness Assessment (PEA) Report, in the form included in Section F. of this RFP, 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 the RFP or the 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:

- Firm Experience
- Coordination & Supervision Team Work
- Qualification and Experience of staff and/or sub-consultants
- Schedule & Budget Responsiveness
- Quality Control and Assurance
- 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.

SECTION D
SCOPE OF SERVICES

CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT
REQUEST FOR PROPOSAL (RFP) 2021-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

6.1 SCOPE OF SERVICES

SECTION E
PROPOSAL SCHEDULE

CONSULTING SERVICES AGREEMENT FOR THE ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT REQUEST FOR PROPOSAL (RFP) 2021-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NON-COLLUSION AFFIDAVIT

I,_____, being first duly sworn, deposes and says that he or she is _ _____of _____ the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

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SECTION F

CONSULTING SERVICES AGREEMENT FOR ANNUAL PREPARATION OF THE CITY'S PROGRAM EFFECTIVENESS ASSESSMENT (PEA) REPORT REQUEST FOR PROPOSAL (RFP) 2021-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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CONSULTING SERVICES AGREEMENT
[*enter name of consultant/company*]

THIS CONSULTING 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 _____, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified consultant to provide Consulting Services for the Annual Preparation of the City's Program Effectiveness Assessment (PEA) Report ("Project").

B. Consultant has submitted to City a written proposal, dated ____ __, 2021, to provide _____ for the Project.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. Consultant shall provide those services set forth in the _____ Proposal, dated _____ __, 2021, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Consultant shall provide the Project Services in compliance with all terms and conditions of this Agreement. Consultant warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Consultant represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Consultant shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with 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 Consultant wishes to receive payment, Consultant shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

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

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Project Services without prior written consent of City.

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

4.4 Independent Contractor.

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

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

4.4.3 No City benefits shall be available to Consultant, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Project Services. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any

court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000.000.00) in the general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.1 Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

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

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

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

6. INDEMNIFICATION

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

attorneys' fees and other related costs and expenses.

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Consultant.

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

8.6.2 If the Contract Officer determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. If such default is capable of being cured, Consultant shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of

time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

10.2 Patent and Copyright Infringement.

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

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

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

DRAFT

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 Consultant:

Name of Consultant
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. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8,

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

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

[SIGNATURES ON NEXT PAGE]

DRAFT

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:_____
Mark A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Consultant"

Name of Consultant

By:_____
Name
Title

By:_____
Name
Title

DRAFT

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF SERVICES

DATED: _____ ___, 2021

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 **ITEM NUMBER: 10F**

To: **Mayor Mark A. Chirco & Members of the City Council**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Approval of the Request for Proposals (RFP) 2021-06 and Authorization to Bid for Citywide Traffic Signal Maintenance Services**

SUMMARY

This report recommends actions to facilitate the solicitation of bids for contractual services for Citywide Traffic Signal Maintenance Services.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2021-06 for Citywide Traffic Signal Maintenance; and,

2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos is responsible for the maintenance and operation of 21 traffic signalized intersections. This electrical infrastructure system must be maintained in a safe and efficient manner to ensure the proper operation of the City's transportation system.

The City's current contract with Crosstown Electrical & Data, Inc. is set to expire on June 30, 2021.

DISCUSSION

The purpose of this Request for Proposal (RFP) is to solicit and select a contractor to provide contract services to augment City staff as it relates to traffic signal maintenance, emergency repair, non-emergency routine maintenance, and new equipment upgrade and installation work. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

Once a contractor is selected, a contract will be established for a term that will run for two years, with a maximum of two – 2 year extensions. The following is an approximate timeline for awarding of the contract related to Citywide Traffic Signal Maintenance Services:

DATE	ACTION
04/19/21	City Council Approval of RFP 2021-06
04/28/21 & 5/5/21	Advertise RFP
5/13/21	Bid Opening
6/21/21	City Council Award of Contract

FISCAL IMPACT

The funding for this service is included in FY 2021-2022 - Account No. 10.542.5294

Submitted by: Ron Noda, Acting Deputy City Manager
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments: 1. RFP 2021-06 Traffic Signal Maintenance Services

City of Los Alamitos

Request for Proposal (RFP) 2021-06
TRAFFIC SIGNAL 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: April 19, 2021

Deadline/Bid Opening Date:
Must be received by 10:00am
Thursday, May 13, 2021

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

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REQUEST FOR PROPOSAL (RFP) 2021-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A
NOTICE INVITING SEALED BIDS

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Development Services Department

NOTICE OF REQUEST FOR PROPOSALS 2021-06

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, May 13, 2021, as follows:

TRAFFIC SIGNAL 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 TRAFFIC SIGNAL MAINTENANCE SERVICES RFP 2021-06. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of citywide traffic signal maintenance.

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

SECTION B
PROPOSAL RESPONSE REQUIREMENTS

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL RESPONSE REQUIREMENTS

The purpose of this Request for Proposal (RFP) is to solicit and select contractor(s) to provide contract services to augment City staff as it relates to traffic signal maintenance, emergency repair, non-emergency routine maintenance, and new equipment upgrade and installation work. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

All services provided by the Contractor(s) shall be performed by individuals that meet the qualification, education, and certification/licensing requirements for the position. The successful contractor(s) 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. 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.

SECTION II – ADDITIONAL PROPOSAL RESPONSE REQUIREMENTS

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, telephone numbers, and fax numbers of 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 for the proposal to be organized, and contain all information as specified below:

A. Letter of Introduction, to include an understanding of the scope of services

B. The firm's approach to delivering the scope of services

C. Brief company profile and number of years the firm has been in business

D. Location of principal office that will be responsible for the implementation of any contracts

E. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Contractor(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.

F. 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.

G. 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

H. Any other information, which should be considered, such as any special services or customer service philosophy, which define your firm's practices.

I. 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.

J. Selection of the firm will be based on:

- *Firm Experience*
- *Schedule & Budget Responsiveness*
- *Coordination & Supervision Team Work*
- ***Quality Control and Assurance***
- *Qualifications and Experience of Staff and/or sub-consultants*
- *Reference checks*
- ***Cost of Service***

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.

a. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. **The proposal shall state that such insurances will be in force at time of contract execution.**

SECTION III - GENERAL CONDITIONS

3.1 AUTHORIZED SIGNATURES: Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

3.2 AWARD OF PROPOSAL: Award will be made to the Proposers offering the most advantageous Proposals after consideration of all Evaluation Criteria set forth in Section II. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

3.3 CANCELLATION OF SOLICITATION: The City may cancel this solicitation at any time.

3.4 COMPLIANCE WITH LAWS: All Proposals shall comply with current federal, state, and other laws relative thereto.

3.5 CONTRACT DOCUMENTS, EXAMINATION OF: It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect

of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

3.6 COSTS: The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

3.7 DISQUALIFICATION OF PROPOSER: If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

3.8 INTERPRETATION OF CONTRACT DOCUMENTS: City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Requests for interpretations shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

3.9 IRREGULARITIES: City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

3.10 NON-EXCLUSIVE CONTRACT: The successful Proposer will enter into a NON-EXCLUSIVE contract and the City reserves the right to enter into agreements with other firms for services.

3.11 NO OBLIGATION: The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

3.12 OFFERS OF MORE THAN ONE PRICE: Proposers are NOT allowed to submit more than one Proposal.

3.13 PROPOSAL, REJECTION OF: The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

3.14 PROPRIETARY INFORMATION: Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

3.15 PUBLIC OPENING: There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

3.16 SEVERABILITY: If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

3.17 SUBCONTRACTOR INFORMATION: If the Proposal includes the use of subcontractors, Proposer must identify subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

3.18 SUBCONTRACTOR REFERENCES: For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

a. Client name
b. Project description
c. Dates (starting and ending)
d. Technical environment
e. Staff assigned to reference engagement that will be designated for work per this RFP
f. Client project manager's name and telephone number.

3.19 TERMS OF AN OFFER: The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Contractors' Team's response will not be made after the selection of the Contractors' Team. This includes alterations, exceptions, or changes to the

insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

3.20 WITHDRAWAL OF PROPOSAL: Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

SECTION C
BACKGROUND AND PROJECT EXPECTATIONS

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The City is requesting the services of an electrical contracting firm, which specializes in providing traffic signal maintenance, emergency repair, non-emergency routine maintenance, and new equipment upgrade and installation work. The City has 21 traffic signals, which require routine preventive maintenance, emergency repair and non- emergency maintenance, and upgrades. The City also has 1 midblock Rapid Rectangular Flashing Beacon, and two speed radar feedback signs. The City currently has Econolite controllers and a variety of detection systems.

The selected firm will be required to have qualified traffic technicians that have demonstrated experience in traffic signal interconnect systems, and pre-emption and priority control systems. The firm's assigned personnel should also have the ability to troubleshoot and diagnose problems with all our operation systems.

It is the intent of the City to award a Traffic 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.

A. 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 D
SCOPE OF SERVICES

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

4.1 SCOPE OF SERVICES

The City of Los Alamitos (hereinafter referred to as City) invites written proposals for Citywide Traffic Signal Maintenance services. The services involve ongoing and regular preventive maintenance and repair of traffic signal equipment, safety lighting and other pertinent apparatus by duly trained and qualified personnel. The selected firm will be required to provide the City with certified personnel, equipment, and materials as necessary to maintain the City's traffic signals and related equipment. The selected firm must have the resources and abilities to install various traffic signal poles, controller cabinets, and other associated equipment.

The contract will include but not limited to the following:

- Proficient in programming of conflict monitors (CMU) and malfunction management units (MMU)
- Proficient with all types of detection systems; video, loops and wireless.
- Familiarity with programming and repair of all traffic signal controllers.
- Basic preventive maintenance service on an ongoing basis
- Routine maintenance designed to eliminate or reduce down time
- Monthly maintenance of vehicle signals and flashing beacons
- Routine maintenance of all pedestrian signals
- Providing warranty service for any and all equipment used
- Responding to Emergency Service request within two hours
- Verification to City staff that emergency work has been completed
- Payment of liquidated damages for failure to respond in a timely manner
- Providing signal upgrades and/or installations as extra work
- Maintaining accurate and detailed inventory records
- Developing and maintaining monthly activity reports and records
- Compensation based on maintenance and repair of signals, flashing beacons, and safety lighting

A. The Contractor shall provide and maintain emergency service response on a twenty-four (24) hour, seven (7) days per week basis utilizing a radio dispatch truck for City requested services throughout the term of the contract.

B. The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, and materials to perform all work necessary to maintain and repair the traffic signals as listed in Attachment A, in compliance with current Caltrans standards and specifications. A copy of Attachment A is enclosed and incorporated by reference as set forth herein.

C. The Contractor shall maintain privately owned traffic signal maintenance and repair facility, which is dedicated to the repair and maintenance of traffic signal apparatus during the entire term of the contract.

D. The Contractor shall furnish spare traffic signal controllers, detectors, conflict monitors, and other standard equipment when the original units are in the contractor's facility for repairs at no additional charge to the City.

E. The Contractor shall maintain a stock of common replacement parts. The equipment may include, but is not limited to the following: Model TS-2 Econolite, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, video processors, video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED pedestrian signals, and pedestrian activation buttons

F. In times of emergency situations, the Contractor shall provide full cooperation with the California Highway Patrol (CHP), the Los Alamitos Police Department, and City representatives.

G. The Contractor will not represent the City in matter of policy or procedures under this contract, and shall refer all questions or inquiries from the public regarding the term, conditions, policies or procedures to the Director or his designee.

4.2 PREVENTATIVE MAINTENANCE

The selected firm will be required to provide preventive maintenance for the traffic signal equipment as listed in this RFP. The selected firm will be required to furnish and use a preventive maintenance checklist form approved by the City for each inspection. The selected firm will be required to provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the maintenance checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records.

4.3 ROUTINE MAINTENANCE

The Contractor shall sustain a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program shall include, but not be restricted to the following:

4.4 MONTHLY PREVENTATIVE MAINTENANCE

A. The Contractor shall provide preventive maintenance for the signalized locations as listed on Attachment "A".

B. The Contractor shall utilize a Preventive Maintenance Checklist Form for each inspection of every signal.

C. The Contractor shall submit a Preventive Maintenance Checklist Form for approval by the Director or his designee, with the initial draft of this form being submitted as part of the response to this RFP.

D. The Contractor shall maintain one copy of the Preventive Maintenance Checklist Form in each controller cabinet, keep another copy in the Contractor's business office during the term of this contract, and shall provide a copy to the Director or his designee upon termination of contract.

4.5 TRAFFIC SIGNAL CONTROL EQUIPMENT

A. Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts for temporary and/or permanent replacements. Exceptions to this policy may occur on an individual basis when agreed upon in writing by the Director or his designee.

B. No permanent change of control mechanisms shall be done without prior written approval of the Director or his designee. Whenever equipment is removed from the controller cabinet, the City shall be notified by phone within 24 hours.

C. Contractor agrees to notify, in advance, the Director or his designee, of any planned or scheduled traffic signal turn-offs or turn-ons necessitated by the Contractor's operations. Contractor shall not make said turn-offs or turn-ons without the prior approval of said City representative.

D. All traffic signal controller equipment shall be maintained in accordance with the manufacturer's recommendations.

E. The Contractor shall bear the cost for replacing any part of the controller mechanisms under the provisions of the routine maintenance program. Should the entire controller mechanism become obsolete or deteriorated to the point of being beyond reasonable or cost effective repairs, Contractor shall report such conditions to the Director or his designee, and provide satisfactory evidence that a replacement is necessary. Contractor shall prepare estimates showing the cost breakdown of material and labor for replacement of such controller mechanisms and submit this information to said representative. Replacement of an entire controller mechanism, if ordered or authorized by the Director or his designee, will be paid for as extra work at an agreed upon cost prior to commencement of such work.

4.6 CLEAN-UP

Contractor shall clean and/or polish all signal lenses and reflectors, align signal heads and adjust all mast arm mounted street name signs during April and October of each year.

4.7 SAFETY LIGHTING

A. Contractor is responsible for replacement of all safety lighting. City shall supply contractor routinely with a list of malfunctioning safety lights at all signalized intersections/locations listed in Attachment "A.

B. At the end of each quarter, contractor shall submit to the Director or his designee a report and an estimate of any repairs deemed necessary. This report shall be in a format to be determined by the Director or his designee and the Contractor, with an initial draft format to be provided by the contractor.

4.8 NEW INSTALLATIONS

A. Contractor shall maintain any new traffic signal devices, safety lighting, flashing beacons and/or appurtenant devices, which are installed in the future. These devices will be added to the existing Attachment "A" once the City notifies the Contractor of the installation. These added devices shall be maintained in the same manner and for the same flat rate fee as those devices already covered by the specifications.

B. As part of this referenced flat rate fee for those devices already covered by this specifications, the Contractor shall also provide inspection services including verification of test submittals for any new traffic signal devices, safety lighting, flashing beacons and/or appurtenant devices, which are installed in the future.

C. In the event any signals are installed of a more complicated type than the existing signal controllers within the City, these may be added to this contract at a price mutually satisfactory to the Contractor and the City.

D. In the event notification for any new device is made on other than the first day of the month, payment for that month shall be prorated from the first day the Contractor is notified to begin maintenance.

E. Flat rate maintenance payments for any such affected devices will be prorated on the basis of the number of days said devices are maintained by Contractor.

4.9 PEDESTRIAN SIGNALS

The Contractor shall Check all pedestrian push buttons (and bicycle push buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Such maintenance is included in the monthly flat rate compensation for traffic signals.

5.0 WARRANTY SERVICE

A. During the period of warranty for any signal or lamp, the Contractor shall take the lead in making contact between the signal and/or lamp manufacturer, the installing contractor and the City regarding any required service considered by the Contractor

to be under warranty. Contractor shall notify the City of any undue delays in response by the manufacturer or installing contractor and details of such incident.

B. Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part of any cause beyond Contactor's reasonable control, such as, fire, flood, earthquake, lightening, and labor strikes.

6.0 EMERGENCY SERVICES

6.1 RESPONSE TIME

A. The Contractor shall maintain a single local telephone number during the entire term of this contract where he can be reached twenty-four (24) hours per day, seven (7) days per week.

B. The Contractor shall respond within one-half hour (30 minutes) after the City, Police Department or CHP first notifies the Contractor's representative of the following events:

1. Any signal controller malfunction
2. Burned out red, yellow or green arrow incandescent or LED lamp
3. Signal equipment knockdowns
4. Other situations that is potentially hazardous to public safety

C. The replacement of burned-out incandescent or LED lamps need not be on an emergency basis provided that there is one (1) such signal indication still operative for each direction of travel. Such replacement shall be completed within twenty-four (24) hours. Contractor shall notify the Director or his designee within twenty-four (24) working hours of any change in traffic signal operation caused by controller replacement, timing changes, and loss of master control or traffic collisions.

D. Contractor shall provide a temporary 3-section head, mounted on a seven foot pole to be temporarily installed until a permanent pole can be installed in the event of a knock down. This replacement of equipment will not require prior approval from City before such replacements are commenced in conjunction with an emergency call.

E. To distinguish between a regular maintenance call and an emergency call, the City, the Police Department or the CHP shall use a phrase similar to "this is a call for emergency service" when calling under this provision for the Contractor's twenty-four (24) hour answering service.

6.2 MONITORING EMERGENCY CALLS

A. At the time the Contractor's representative is notified of an emergency by the City, City's Police Department or the CHP, the contractor shall call the Director at (562) 431-3538, x 110/work or (949) 275-7986/cell to validate the emergency call.

B. Upon completion of emergency work, the Contractor shall contact the appropriate telephone number as listed above and inform the Director or his designee that the emergency work has been completed. In addition, the Contractor shall provide written notice to the Director or his designee, within three (3) calendar days that such repairs have been completed.

6.3 LIQUIDATED DAMAGES

It is understood and agreed that failure on the part of the Contractor to respond within two (2) hours under conditions for emergency calls as provided in Section 3.1 will cause the City to suffer an unascertainable amount of damage. In lieu of such unascertainable damage, Contractor agrees to pay to the City, not as a penalty but as liquidated damages, an hourly amount equal to the hourly rate proposed for that type of extra work. The time for such liquidated damages shall commence from the first hour after the required two (2) hour response time for emergency work. Charges to the Contractor under this Section shall be deducted from any payment due or to become due to the Contractor. Liquidated damages may be waived if in the opinion of the director, the cause for delay was outside of the Contractor's control, (i.e. Force Majeure).

7.0 EXTRA WORK

7.1 SIGNAL UPGRADES AND INSTALLATIONS

A. The Contractor shall install, modify and/or upgrade traffic signals or electrical or mechanical traffic control or traffic safety devices if requested in advance by the Director or his designee. All such work will be considered as Extra Work and shall be performed to the satisfaction of the City.

B. No additional work shall be commenced or undertaken by Contractor unless and until the work is authorized in writing by the Director or his designee. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement. Additional work shall be performed in accordance with the Standard Plans (current) and Section 86 of the Standard Specifications (current) for the State of California, Department of Transportation. This work shall be performed within a time limit established by said City representative and for a mutually agreed upon price prior to commencement of work.

C. City shall retain the right to perform any additional work by use of City forces, by negotiated contract, or to advertise such work for bid.

7.2 UNDERGROUND SERVICE ALERT MARKINGS FOR CITY OF LOS ALAMITOS FACILITIES

Contractor shall provide for the marking of all underground traffic control facilities/utilities as required by Underground Service Alert (USA). All costs associated with the marking of underground traffic control facilities will be included in the unit price proposed on the Extra Work proposal sheet and no other compensation will be allowed therefore.

8.0 RECORDS

8.1 INVENTORY RECORDS

A. Inventory List: At each intersection the Contractor shall maintain an inventory list of the equipment in the controller cabinet. The inventory list shall include the model, manufacturer, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and a copy shall be furnished to the Director or his designee every January and July, and upon termination of contract.

B. Preventive Maintenance (PM) Checklist Form: The Contractor shall maintain one copy of the Preventive Maintenance Checklist Form in each controller cabinet, keep another copy in the Contractor's business office during the term of this contract, and shall provide a copy to the Director or his designee upon termination of contract. The PM checklist form shall be completely filled out during each monthly maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

C. All costs associated with creating and updating equipment inventories and maintaining maintenance records in accordance with these provisions shall be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting and no other compensation will be allowed therefore.

8.2 MONTHLY ACTIVITY REPORT

The Contractor shall develop and provide a digital monthly activity report by the fifteenth working day of each month's activity. Such activity reports shall be maintained by the Contractor for a period of five (5) years and made available to the City within one week following a written request. The report shall include the following:

A. Time the service calls were received by Contractor, time arrived at the intersection, the response time, the number of hours spent for each repair and a special listing of intersections with three or more calls in one month.

B. A complete record of all work that was performed on the City traffic signal equipment during the time period covered on the report including the make, model and serial number of any major component or other equipment that was newly installed at each intersection.

C. Time and date the PM work was performed.

D. All pending repair work needed at each device in a format to be determined by the Contractor and the Director or his designee.

E. All costs associated with development and submission of monthly activity reports in accordance with these provisions shall be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting and no other compensation will be allowed therefore.

9.0 MEETINGS

9.1 QUARTERLY MEETINGS

A. The Contractor's Field Technician and Maintenance Supervisor shall be available to meet with the Director or his designee on a quarterly basis at a mutually agreed upon time and place to review the previous periods maintenance activities.

B. All costs associated with the attendance at meetings in accordance with these provisions shall be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting and no other compensation will be allowed therefore.

9.0 COMPENSATION

9.1 COMPENSATION FOR ROUTINE MAINTENANCE

9.1.1 TRAFFIC SIGNALS & SAFETY LIGHTING (EACH INTERSECTION)

A. In consideration of the furnishing by the Contractor of the described labor, services, materials and equipment for the routine maintenance of traffic signals and safety lighting in accordance with these specifications, the Contractor shall be paid the rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting for those intersections listed on Attachment "A."

B. The rate proposed for Routine Maaintenance of Traffic Signal and Safety Lighting does not include emergency call outs, painting of poles, heads, cabinets or other devices, nor the replacement cost of inductive loops, pedestrian push buttons, signs, ballasts, sealed beam lamps, nor repairs to signal and lighting equipment when such equipment has been damaged by vehicular collisions, acts of God, or malicious damage.

9.1.2 COMPENSATION FOR FLASHING BEACONS (FOR FUTURE)

A. In consideration of the furnishing by the Contractor of the described labor, services, materials and equipment for the routine maintenance of flashing beacons in

accordance with these specifications, the Contractor shall be paid the rate proposed for Routine Maintenance Flashing Beacon for those locations listed on Attachment "A."

B. The rate proposed for Routine Maintenance Flashing Beacon does not include repairs when such equipment has been damaged by vehicular collisions, acts of God, or malicious damage.

9.2 COMPENSATION FOR EXTRA WORK

A. For the purposes of this section, Extra Work shall refer to work not included under Routine Maintenance. The Contractor shall contact from the Director or his designee to obtain prior approval before extra work is scheduled or performed under this provision. The Contractor shall verify invoiced charges, when requested by City, with time cards and material invoices.

B. Replacement of loops and magnetometer vehicle detectors shall be considered Extra Work and shall require approval from the City prior to replacement.

C. The City shall pay for repairs under this section when such repairs are necessary due to damaged signal devices, flashing beacons, warning beacons or safety lighting resulting from vehicular collisions, acts of God, or malicious damage, or for controller mechanism replacements in accordance with Section 2.2 of these specifications. Extra Work shall be paid for according to the Extra Work Rate/Fee Schedule in Attachment "B."

D. For extra work not included in the rate/fee schedule, the Contractor shall be entitled to receive on a per-call sum based upon the invoice the Extra Work Rate/Fee Schedule in Attachment "B", cost of materials, and equipment at a maximum mark-up ten percent (10%) for materials only.

9.3 COMPENSATION FOR EMERGENCY CALLS

The City shall pay for emergency calls on a per-call sum based upon the invoice and the Extra Work Rate/Fee Schedule in Attachment "B", cost of materials, and equipment at a maximum mark-up ten percent (10%) for materials only.

9.4 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 fully licensed to perform the services required under the Contract.

9.5 REFERENCES AND QUALIFICATION REQUIREMENTS

Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified traffic 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.

9.6 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.

A. 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.

9.7 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.

9.8 CHANGES IN SERVICE

In the event that additional services are deemed necessary by the City the City may, at its discretion, increase the Contractor's 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 added work, based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the Contractor's proposal.

9.9 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:

9.10 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 Friday, 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 Friday: 8:00 a.m. to 5:00 p.m.

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

9.11 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.

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.

9.12 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 allemployees.

9.13 DRESS CODE ANDAPPEARANCE

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.

9.14 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.

9.15 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.

9.16 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.

9.17 ADDITIONS/DELETIONS TO THE CITY GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the Traffic Signal 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.

SECTION E

PROPOSAL SCHEDULE

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION F
PROPOSAL SCHEDULE

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section A – Routine Preventative Maintenance Items			
Routine Preventative Maintenance of Traffic Signal and Safety Lighting System per Intersection Per Month	**1**	**Each**	

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section B – Labor and Equipment Rates			
Service Truck	**1**	Hour	
Bucket Truck	**1**	Hour	
Traffic Signal Technician	**1**	Hour	
Traffic Signal Technician – Overtime	**1**	Hour	
Bench Technician	**1**	Hour	

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section C –Unit Pricing Items			
Response to USA Underground Service Alerts at the request of the City Staff for marking and protection of traffic signal underground facilities	**1**	**Each**	

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 F
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

DRAFT

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
[*enter name of contractor*]

THIS AGREEMENT FOR TRAFFIC SIGNAL 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 ____ __, 2021, 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 _____ __, 2021, 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) RPF 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; (2rd) 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.

DRAFT

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 waiver 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

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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 – _____.

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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]

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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:_____
Mark A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Contractor"

Name of Contractor

By:_____
Name
Title

By:_____
Name
Title

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EXHIBIT "A"

CONTRACTOR'S PROPOSAL/ SCOPE OF SERVICES

DATED: _____ ___, 2021

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 **ITEM NUMBER: 10G**

To: **Mayor Mark A. Chirco & Members of the City Council**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Environmental Cleanup, Tier 1 Grant Program**

SUMMARY

A resolution endorsing and authorizing Staff to file an application for the Environmental Cleanup, Tier 1 Grant Program. Use of the grant funds would be used to install Connector Pipe Screen (CPS) units for all catch basins located within the City of Los Alamitos.

RECOMMENDATION

Adopt Resolution No. 2021-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) PROJECT".

BACKGROUND

The Environmental Cleanup Program (Program) helps improve overall water quality in Orange County from transportation-generated pollution. Program funds will be allocated on a countywide competitive basis to assist jurisdictions in meeting the Clean Water Act for controlling transportation-generated pollution. The funds are designed to supplement, not supplant, existing transportation-related water quality programs.

On May 2010, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved a two-tiered approach to fund the Measure M2 (M2) Environmental Cleanup Program (ECP). The Tier 1 Grant Program is designed to mitigate the more visible forms of pollutants, such as litter and debris, which collect on roadways and in catch basins (i.e., storm drains) prior to being deposited in waterways and the ocean. The Tier 2 Grant program provides funding for larger projects (i.e. treating catchment areas of 50 acres or greater), potentially multi-jurisdictional, capital-intensive structural treatment best management practice (BMP) types of projects.

On February 8, 2021, the OCTA Board authorized the Tier 1 fiscal year (FY) 2021-22 call for projects (call). The call is now open and applications are due by Thursday, May 6, 2021 at 5:00 p.m. Applications must be prepared and submitted by the local agency utilizing the M2 ECP Tier 1 FY 2021 application. Approximately $2.8 million is available for the FY 2021-22 call. There is a minimum 20% match required, that can be paid from any local discretionary funds.

DISCUSSION

The Environmental Cleanup Program (ECP) is intended to augment, not replace existing jurisdiction's required water quality expenditures. Per the Tier 1 Call for Projects, a mandated best management practices (BMP) is a requirement that has been specified by a regulatory body. Funding is available for equipment purchases and installation to existing catch basins and related practices such as screens, filters, inserts, and other "street scale" low flow diversion devices.

In 2019, Automatic Retractable Screens (ARS) were installed in the City of Los Alamitos through this same grant. Staff has identified the installation of Connector Pipe Screens (CPS) as the next logical step in the BMPs for the City's storm drain system. OCTA staff has been consulted regarding the proposed project and they agree that this would be an appropriate next step.

FISCAL IMPACT

The total project estimated cost is $80,000, requiring a minimum match of 20% or $16,000. If awarded by OCTA, staff would return to the City Council to make any needed budget appropriation.

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. Resolution 2021-05 – Tier 1 Grant Program

RESOLUTION NO. 2021-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) PROJECT

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation generated pollution (urban runoff) and improve overall water quality; and,

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and,

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and,

WHEREAS, the City of Los Alamitos possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the such projects; and,

WHEREAS, by formal action the City Council authorizes the nomination of the Catch Basin CPS Project, including all understanding and assurances contained therein, and authorizes the City Manager, Chet Simmons, as the official representative of the City of Los Alamitos to act in connection with the nomination and to provide such additional information as may be required; and,

WHEREAS, the City of Los Alamitos will maintain and operate the equipment acquired and installed; and,

WHEREAS, the City of Los Alamitos will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and,

WHEREAS, the City of Los Alamitos will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and,

WHEREAS, the City of Los Alamitos will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and,

WHEREAS, the City of Los Alamitos must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and,

WHEREAS, the City of Los Alamitos authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and,

WHEREAS, the City of Los Alamitos will provide a minimum of 20% in matching funds for the Catch Basin CPS Project as required by the Orange County comprehensive Transportation Funding Programs Guidelines.

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

SECTION 1. Chet Simmons, City Manager, as the official representative of the City of Los Alamitos, is hereby authorized to request and accept funds for the Environmental Cleanup, Tier 1 Grant Program for The Catch Basin Connector Pipe Screen (CPS) Project.

SECTION 2. Agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED, AND ADOPTED this 19th day of April, 2021.

_____
Mark A. Chirco, 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 19th day of April, 2021, by the following vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Windmera Quintanar, City Clerk, MMC

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 **ITEM NUMBER: 10H**

To: **Mayor Mark A. Chirco and Members of the City Council**

Via: **Emeline Noda, Acting Recreation & Community Services Director**

Presented By: **Megan Shimada, Recreation Supervisor**

Subject: **Agreement for Fireworks Display at the Annual 4th of July Fireworks Spectacular**

SUMMARY

This report recommends that the City Council approve a Fireworks Display Agreement with Fireworks and Stage FX America, Inc., for the Annual 4th of July Fireworks Spectacular. The proposed agreement would have a minimum term of two years, providing for 4th of July fireworks displays in 2021-2022, with the option to extend for three additional displays in 2022, 2024 and 2025.

RECOMMENDATION

That the City Council approve a Fireworks Display Agreement with Fireworks and Stage FX America Inc., for the 2021 and 2022 Annual 4th of July Fireworks Spectacular, with an option to extend exercisable by the City for up to three additional years, in the amount annual amount of $33,500.

BACKGROUND

Staff circulated a Request for Proposal (RFP) to seek proposals from qualified state licensed pyrotechnic contractors to purchase fireworks, obtain and file all permits associated with the fireworks display, provide insurance, choreograph the firework display, deliver to the project site, setup and launching of the firework display, and cleanup of the firework display area.

DISCUSSION

The RFP for the 2021 Firework Display at the Annual 4th of July Fireworks Spectacular were publicized in the local newspaper the week of March 22 and March 29, 2021. Submitted proposals were opened on April 7 at 11:00 a.m.

One bid was received from Fireworks & Stage FX America.

Fireworks Show	Price
Total of 2,422 shots and includes 3", 4", 5", 6" and 8" shells	$33,500

FISCAL IMPACT

The 2020 Fireworks Show costed $32,000 with the 2021 Firework Show incurring a slight increase with a cost of thirty-three thousand five hundred dollars ($33,500). To insulate against future price increases, the RFP requested proposals for a two-year contract term, with an option to extend for up to three additional one-year terms. The proposed Fireworks Display Agreement, included as Attachment 1 to this report, would guarantee uniform pricing, quality, and quantity for up to five years, and would eliminate the need for separate procurements for each annual 4th of July event. The proposed agreement provides for fireworks displays in 2021 and 2022 and grants the City an option – exercisable by the City Manager – to extend the agreement and secure additional displays in 2023, 2024, and 2025.

The projected cost of the 2021 firework show will be incorporated into the 4th of July Fireworks Spectacular budget in the Recreation and Community Services Department special event division and will be included as part of the City's 20201-2022 Fiscal Budget. As always, staff will be working to offset these expenditures with the revenues from the event including vendor sales and sponsorships.

Submitted by: Megan Shimada, Recreation Supervisor
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments: 1. Fireworks & Stage FX America's Proposal
2. Fireworks Display Agreement

FIREWORKS DISPLAY AGREEMENT
Fireworks and Stage FX America, Inc.

THIS FIREWORKS DISPLAY AGREEMENT (the "Agreement") is made, entered into, and effective this 19th day of April 2021, by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation ("CITY"), and FIREWORKS AND STAGE FX AMERICA, LLC, a California corporation, dba FIREWORKS AMERICA ("FA").

RECITALS

A. FA designs, produces, and conducts public fireworks displays; and

B. CITY desires to engage FA to design, produce and perform public Fourth of July fireworks displays, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, both parties hereto do mutually agree as follows.

AGREEMENT

1. Engagement. CITY hereby engages FA to provide to CITY no less than two (2) public Fourth of July fireworks displays in years 2021 and 2022, with an option exercisable by CITY for up to three (3) additional Fourth of July fireworks displays in years 2023, 2024 and 2025 (each a "Display"), and FA accepts such engagement upon all of the promises, terms and conditions hereinafter set forth.

1.1 FA Duties. FA shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CITY) relating to the Display, and insurance covering the Display. Subject to Paragraph 18, FA shall provide the Display in substantial conformance with the duration, quantities and format outlined in the Scope of Work, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference and made a part of this Agreement as though set forth fully herein. Notwithstanding the foregoing, to avoid repetition and duplication, FA shall provide new choreography for each annual Display. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 CITY Duties. CITY shall provide the Site, as defined in Paragraph 2, for the discharge of the Display, access to the Site, security for the Site as set forth in Paragraph 11, and any authorization necessary for FA to utilize the Site for the Display.

1.3 FA Performance. As a material inducement to the CITY entering into this Agreement, FA acknowledges and understands that the Display contracted for under this Agreement requires specialized skills and abilities and that, consistent with this understanding, FA represents and warrants that it shall conduct the Display and perform all related services and work under this Agreement in a skillful and competent manner, and that it shall be held to a standard of

quality and performance prevalent in the pyrotechnic industry for such Display service and work and with the standards recognized as being employed by contractors in the pyrotechnic field in the State of California. FA further represents and warrants that it is skilled in the field of public fireworks displays and that it holds the necessary skills and abilities to satisfy the standard of quality and performance as set forth in this Agreement. FA further represents and warrants that it and all of its employees and subcontractors, if approved, providing services under this Agreement shall have sufficient skill and experience to perform the Display services and work assigned to them. All Display services and work shall be completed to the reasonable satisfaction of the CITY.

1.4 Term. This Agreement shall commence upon the effective date of this Agreement and continue in full force and effect for an initial term of two (2) years, as may be extended by CITY pursuant to Paragraph 1.4.1 below, and concluding upon the completion of all Display services and work.

1.4.1. City Option to Extend. At any time prior to March 31st, 2022, 2023 and 2024 respectively the City Manager may, in his/her sole discretion, exercise an option to extend the term of this Agreement for up to three (3) additional one-year terms. Notice of the City Manager's election to extend the term shall be provided in writing FA in accordance with Paragraph 30 below. During any optional extension term, FA will perform an annual Display subject to the same terms and conditions as set forth herein, including without limitation price.

2. Time and Place. The Display shall take place on July 4th ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Joint Forces Training Base located at 11200 Lexington Avenue, Los Alamitos, CA ("Site"). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. CITY reserves the right to determine the actual start and stop time of the Display.

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3. Lead Pyrotechnician.

3.1 Experience. The Display shall be conducted by and discharged under the direct supervision and control of a lead FA pyrotechnician that: (i) has a minimum of three years of experience providing public fireworks displays; and/or (ii) has successfully provided no less than ten public fireworks displays.

3.2 Verification of Credentials. FA shall furnish CITY with the name of the lead FA pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. FA shall provide the documentation required by this Paragraph to the CITY by no later than June 11th.

4. Fees, Interest, and Expenses.

4.1 Fee. CITY agrees to pay FA a fee of $33,500.00 (Thirty-Three Thousand Five Hundred Dollars) ("Display Fee") for the Display. CITY shall pay to FA $16,750.00 (Sixteen Thousand Seven Hundred and Fifty Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties, and by no later than April 30th of each successive contract year. Except as otherwise provided below, the balance of the Display Fee shall be paid by CITY no later than July 31st.

4.2 Expenses. FA shall pay all normal expenses directly related to the Display including, but not limited to, freight, insurance as set forth herein, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics, and those additional items outlined as FA's responsibility under this Agreement. CITY shall pay all costs related to the Display not supplied by FA including, but not limited to, all governmental fees and taxes, including sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display.

5. Force Majeure. CITY agrees to partially assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, epidemic, pandemic and quarantine restriction and other causes beyond the control of FA, which may prevent the Display from being safely discharged on the Scheduled Date. If, for any such reason, FA is not reasonably able to safely discharge the Display on the Scheduled Date, CITY may: (i) reschedule the Display on a mutually agreed upon date occurring no later than six months from the Scheduled Date, and pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display; or (ii) cancel the Display, forfeit the Deposit, and be relieved of any obligation to pay to FA the balance of the Display Fee.

6. Rescheduling. CITY shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if CITY elects to reschedule the Display, it shall pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or $1,675.00 (One Thousand Six Hundred Seventy Five Dollars), if the CITY notifies FA of the request to reschedule before 12:00 a.m. on July 3rd; or (ii) 15% of the Display Fee, or $5,025.00 (Five Thousand Twenty Five Dollars), if the CITY notifies FA of the request to reschedule on or after 12:00 a.m. on July

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3rd. The Display shall be rescheduled on a mutually agreed upon date occurring no later than six months from the Scheduled Date.

7. Right to Cancel, Substantial Delay or Postponement.

7.1 Right to Cancel. CITY shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If CITY elects to cancel the Display prior to the Scheduled Date for any reason other than force majeure pursuant to Paragraph 5, or other than FA's inability to perform as a result of operator error, or malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or other than FA's failure to fulfill its obligations under this Agreement, FA shall retain the Deposit, and the CITY shall pay to FA as liquidated damages: (i) 50% of the balance of the Display Fee, or $8,375.00 (Eight Thousand Three Hundred Seventy Five Dollars), if the CITY notifies FA of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or $12,563.00 (Twelve Thousand Five Hundred Sixty Three Dollars), if the CITY notifies FA of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display Fee, or $16,750.00 (Sixteen Thousand Seven Hundred Fifty Dollars), if the CITY notifies FA of the cancellation less than 15 days prior to the Scheduled Date.

7.2 Substantial Delay or Postponement. Both parties agree that the CITY will suffer damages as a result of any substantial delay or postponement of the Display resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials, and therefore agree to the following liquidated damages provisions:

A. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting 2 to 5 minutes in total, FA shall pay to the CITY as liquidated damages 20% of the Display Fee, or $6,700.00 (Six Thousand Seven Hundred Dollars).

B. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, FA shall pay to the CITY as liquidated damages 50% of the Display Fee, or $16,750.00 (Sixteen Thousand Seven Hundred Fifty Dollars).

C. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the CITY, in its sole discretion, may cancel the Display without incurring any liability for payment to FA and without any obligation to reschedule the Display. In either event, it is expressly agreed that FA shall pay to the CITY as liquidated damages 100% of the Display Fee, or $33,500.00 (Thirty-Three Thousand Five Hundred Dollars).

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the CITY elects to reschedule or cancel the Display prior to the Scheduled Date, the CITY shall communicate its decision to Matt Bolchino of FA at Matt@fireworksamerica.com and/or by phone to (714) 875-0307.

8.2 Notice on Scheduled Date. In the event that the City elects to reschedule or cancel the Display on the Scheduled Date, the City shall communicate its decision to Matt Bolchino of FA at Matt@fireworksamerica.com and/or by phone to (714) 875-0307. In addition, the City shall inform the lead FA pyrotechnician onsite of its decision as appropriate.

9. CITY Contract Officer. The City Manager, or their designee, shall be solely authorized to make decisions concerning this Agreement and the Display including, but not limited to, requests to reschedule or cancel the Display.

10. Safety. FA shall comply with applicable federal, state and local laws and regulations and employ safety policies and procedures, programs, protocols and other measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within FA's sole discretion and control to determine whether or not the Display may be safely discharged or continued. It shall not constitute a breach of this Agreement by FA to determine that the Display cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of FA. Conditions or circumstances resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials shall not be deemed "beyond the reasonable control of FA" for purposes of this Paragraph and shall remain subject to the liquidated damages provisions set forth in Paragraph 7.2.

11. Security. CITY shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead FA pyrotechnician declares the Site clear. The CITY shall also provide and maintain a shell casing fallout area clear of any buildings, cars and spectators with a minimum 500-foot radius, or as may otherwise be specified by the current edition of *National Firework Protection Association 1123: Code for Fireworks Display* ("NFPA 1123"), as a Fire Safety Zone ("FSZ") from the time the fireworks are delivered to the Site until the lead FA pyrotechnician declares the Site clear. It is understood and agreed that FA will cease the discharge of all fireworks due to any security breach of the FSZ. FA shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the CITY's failure to maintain the 500-foot radius FSZ clear of any buildings, cars, or spectators. Furthermore, CITY shall be responsible for any property damage to the Joint Forces Training Base solely within the FSZ caused by ordinary fallout from the Display. CITY acknowledges and agrees that FA's responsibilities are limited to the Display and that FA is relying on CITY to maintain the aforementioned FSZ and to comply with all Federal, State, and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the FSZ. Any inspections of the FSZ by or on behalf of CITY made during setup of the Display shall be in accordance with the current edition of NFPA 1123, and under the direct supervision of the lead FA pyrotechnician. Any such inspection shall not interfere with the safety of the setup, discharge, or disassembly of the Display. The lead FA pyrotechnician may, at his/her sole discretion, cancel

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any inspection that in his/her opinion may compromise the safety of the setup, discharge, or disassembly of the Display.

12. Continuity. FA shall establish Display "continuity" (i.e., test and confirm the functionality of electrically fired pyrotechnic lines, channels and circuits) by no later than 7:00 p.m. on the Scheduled Date, or no less than two hours prior to the Scheduled Time as such time may be modified by the CITY.

13. Contract Subject to Government Regulation. This Agreement and FA's obligations and FA's performance hereunder are subject to all applicable Federal, State, and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in any necessary permits, as set forth in Paragraph 14 ("Display Permits"). In the event any Federal, State, or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Display or in the event the Display Permits in any way limit or restrict the sale, performance or operation of said exhibition, FA shall limit or restrict its performance of the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Display Permits. The CITY acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle CITY to a reduction or abatement in the full contract price.

14. Permits. FA agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The CITY shall be responsible for any fees associated with these permits, including standby fees. The CITY shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

15. Cleanup. FA shall be responsible for the removal of all Display equipment and any live pyrotechnics from the Site. FA is responsible for the cleanup of the fireworks launching area. The CITY shall be responsible for cleaning the FSZ.

16. Insurance and Indemnification.

16.1 Insurance. FA shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to CITY, public liability and property damage insurance against any and all claims for injuries against persons or damages to property resulting from FA's performance under this Agreement. FA shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to CITY of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the CITY of Los Alamitos and the Military Department of the State of California, their elected and appointed officials and officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by CITY prior to commencement of services. The procuring of such insurance and the delivery of policies,

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certificates, and endorsements evidencing the same shall not be construed as a limitation of FA's obligation to indemnify CITY and the Military Department of the State of California, their elected and appointed officials and officers, agents, employees, and volunteers.

16.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability including personal injury with ten million dollars ($10,000,000) combined single limits; the commercial general liability policy shall name the CITY of Los Alamitos and the Military Department of the State of California as additional insureds;

B. Automobile liability insurance with limits of at least one million dollars ($1,000,000.00) per occurrence;

C. Workers' compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, FA's insurance coverage shall be primary insurance as respects CITY and the Military Department of the State of California, and their respective elected and appointed officials and officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by CITY or the Military Department of the State of California and their respective elected officials, officers, employees, agents, and volunteers shall be in excess of FA's insurance and shall not contribute with it. For workers' compensation and employer's liability insurance only, the insurer shall waive all rights of subrogation and contribution it may have against CITY, its elected and appointed officials and officers, employees, agents, and volunteers.

16.1.2 Sufficiency of Insurers. Insurance required herein 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 Eligible Surplus Lines Insurers (LESLI), 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.

16.1.3 Verification of Coverage. FA shall furnish CITY with both certificates of insurance and original endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the CITY by no later than June 1, 2021. CITY reserves the right to require FA's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for workers' compensation policies.

16.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY

and the Military Department of the State of California, their elected officials, officers, employees, agents, and volunteers; or, FA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

16.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Paragraph shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the CITY and the Military Department of the State of California, their directors, officials, officers, employees, agents, and volunteers.

16.2 Indemnification. To the fullest extent permitted by law, FA shall defend (at FA's sole cost and expense with legal counsel reasonably acceptable to the CITY), indemnify, protect, and hold harmless CITY and the Military Department of the State of California, their elected and appointed officials, officers, directors, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (FA's employees included), for damage to property, including property owned by CITY and the Military Department of the State of California, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to FA's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit FA's indemnification obligation or other liability hereunder.

17. Attorney 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 attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

18. Substitutions. FA shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the Display. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle CITY to a reduction or abatement of the full contract price.

19. California Law. This Agreement shall be construed and interpreted both as to validity and 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 FA covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof, and

may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

21. 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

22. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

23. Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of FA, its principals and employees, were a substantial inducement for CITY to enter into this Agreement. Therefore, FA 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. FA shall not contract with any other entity to perform the Display service and work required without prior written consent of CITY. If FA is permitted to subcontract any part of this Agreement by CITY, FA 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 approved FA subcontractor and CITY.

24. Independent Contractor.

A. The legal relationship between the parties is that of an independent contractor, and nothing herein shall be deemed to make FA a CITY employee. During the performance of this Agreement, FA and its officers, employees, and agents shall act in an independent capacity and shall not act as CITY officers or employees. The personnel performing the Display services under this Agreement on behalf of FA shall at all times be under FA's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of FA or any of its officers, employees, or agents, except as set forth in this Agreement. FA, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at CITY's offices. CITY shall have no voice in the selection, discharge, supervision, or control of FA's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. FA shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement 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 FA in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. FA shall not incur or have the power to incur any debt, obligation, or liability against CITY, or bind CITY in any manner.

C. No CITY benefits shall be available to FA, its officers, employees, or agents

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in connection with any performance under this Agreement. Except for professional fees paid to FA as provided for in this Agreement, CITY shall not pay salaries, wages, or other compensation to FA for the performance of the Display services and work under this Agreement. CITY shall not be liable for compensation or indemnification to FA, its officers, employees, or agents, for injury or sickness arising out of performing the Display services and work hereunder. If for any reason any court or governmental agency determines that the CITY has financial obligations, other than pursuant to Paragraph 4 herein of any nature relating to salary, taxes, or benefits of FA's officers, employees, servants, representatives, subcontractors, or agents, FA shall indemnify CITY for all such financial obligations.

25. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties. The terms of this Agreement are contractual and the result of negotiation between the parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

26. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. Any waiver by the parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the parties from enforcing the full provisions hereof.

27. 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.

28. 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.

29. Third Party Beneficiary. Except as may be expressly provided for 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.

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30. **Notice.** Except as set forth in Paragraph 8, any notice, request, demand, direction, or other communication required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return-receipt-requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To CITY:	To FA:
CITY of Los Alamitos Attention: Director of Recreation & Community Services 10911 Oak Street Los Alamitos, CA 90720 Telephone: (562) 430-1073 Facsimile: (562) 594-9657	Fireworks America Attention: Kevin T. Brueckner, President 12485 Highway 67 North Lakeside, CA. 92040 Telephone: (800) 464-7976 Facsimile: (619) 938-8273

31. **Binding Effect.** This Agreement shall not be binding on either party until executed by both CITY and FA.

32. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Los Alamitos

Date:_____ By: _____
Chet Simmons,

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City Manager

APPROVED AS TO FORM:

By: _____
Michael S Daudt,
City Attorney

ATTEST

By: _____
Windmera Quintanar, MMC
City Clerk

"FA"
Fireworks and Stage FX America, LLC

Date: _____

By : _____
Kevin T. Brueckner, President

Date: _____

By : _____
Scott Danielson, General Manager

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Exhibit A

Scope of Work

for

City of Los Alamitos

2021 Fourth of July Fireworks Display

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April 7th, 2021

Megan Shimada
Recreation Supervisor
3191 Katella Ave.
Los Alamitos, CA 90720

Dear Ms. Shimada,

It is with great pride that we present you with our show proposal for your 4th of July Extravaganza. We feel it is our prime objective to assist you in ***"Creating A Memory"*** for all those who come to see the show. A fireworks show should be a major entertainment event, one which appeals to both young and old. Our shows are designed to give you the most entertainment value available through a well-paced show using a wide selection of fireworks.

Our slogan, ***"The Difference is Quality"*** is not just a saying; it is a commitment to excellence. Our company mission statement is to provide our clients with the best products available, performed by the finest pyrotechnicians in the industry, utilizing the highest quality equipment available. We have built our company on that commitment and we promise that to you.

When you select Fireworks America as your company, you can rest assured that we will handle all the paperwork involved in securing necessary permits. We will also provide all insurance coverage necessary for the display and workers compensation insurance on our technicians.

Please review our proposal package and feel free to call me with any questions you may have. We look forward to providing you with the total Fireworks America experience. We want your business, now, in the future, and for many years to come. We promise to work hard to keep it.

We are looking forward to a long and valued relationship. We are proud of the shows we have done for you in the past. We are confident you will be satisfied with your experience with us for many more years to come.

I have read and reviewed in its entirety the 4th of July Fireworks RFP . Fireworks America takes NO exceptions to this RFP or its agreement.

On behalf of the entire Fireworks America Team, thank you for giving us the opportunity to present our proposal package. We are excited for the opportunity to continue to work with the City of Los Alamitos.

Sincerely,

Matt Biolchino, Southern California Regional Manager

BIDDING SHEET

In the blanks provided, fill in the prices at which you propose for the purchase and delivery of the equipment and all applicable sales and use taxes imposed pursuant to the laws of the State of California.

Bidders are advised that they must include a proportional amount of overhead, profit, etc., within the bid prices.

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sums:

BID PROPOSAL

TODAY'S DATE:	April 7th, 2021
SUBMIT BID TO:	City of Los Alamitos
ADDRESS:	3191 Katella Avenue
CITY/ZIP:	Los Alamitos, CA 90720
ATTN:	RECREATION AND COMMUNITY SERVICES DEPARTMENT
PHONE #:	(562) 430-1073
JOB NAME:	**2021 Fireworks Display at the Annual 4th of July Fireworks Spectacular**

NOTE: Please use this form to submit your bid and any exclusions (if any) to the City's Fireworks Display Agreement (attached), or other notes. You are welcome to attach any company literature or other information.

BID DUE DATE: Wednesday, April 7, 2021 at 11:00 AM or before, BIDS CANNOT BE FAXED.

In complete compliance and accord with the attached specifications, we hereby submit our pricing as follows to complete said project. Our pricing includes all labor, supervision, materials, taxes, freight, equipment, rentals, subcontractor charges, licenses, permits, dump fees, support, insurance premiums, and any other related charges required to complete the project. All state and local codes and regulations are to be complied with in their entirety.

We do hereby acknowledge we have reviewed the specifications, and accept all conditions of same, including this Bid Form and propose to complete this project under these conditions for the Lump Sum price and/or unit price of:

2021 Fireworks Display at the Annual 4th of July Fireworks Spectacular to be held at the Joint Forces Training Base in Los Alamitos, California
Due Date: April 7, 2021 @ 11:00 AM

Total price should include all necessary fees including insurance, transportation, storage, labor, and all fireworks

****Bid is for a two year contract (2021 & 2022) with three (2023, 2024, 2025), one year options****

OPTION A

BASE BID PRICE $ 33,500.00

TAX (9.25%) $ _____

TOTAL PRICE $ 33,500.00

TOTAL WRITTEN PRICE Thirty Three Thousand Five Hundred **DOLLARS**

OPTION B

BASE BID PRICE $ 22,000.00

TAX (9.25%) $ _____

TOTAL PRICE $ 22,000.00

TOTAL WRITTEN PRICE Twenty Two Thousand **DOLLARS**

OPTION C

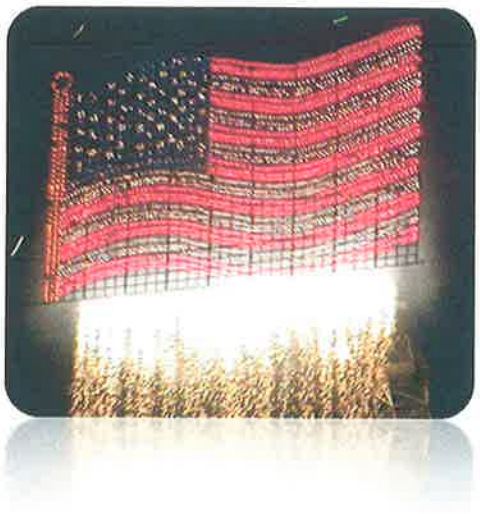
BASE BID PRICE $ 16,500.00

TAX 9.25%) $ _____

TOTAL PRICE $ 16,500.00

TOTAL WRITTEN PRICE Sixteen Thousand Five Hundred **DOLLARS**

City of Los Alamitos



Presents

Celebrate America!

A Fireworks Extravaganza

July 4th, 2021, 2022

Produced by

Fireworks & Stage FX America

"The Difference is Quality"

City of Los Alamitos

Celebrate America!

July 4th, 2021, 2022

Announcement Barrage

	Program A	Program B
Aerial Titanium Flash Salutes		
3"	10	10
Color and Multi-Color Finale Shells		
3"	10	10

Aerial Show Presentation

	Program A	Program B
Aerial Titanium Flash Salutes		
3"	5	5
Color and Multi-Color Aerial Shells		
3"	70	70
4"	50	50
5"	70	40
6"	35	-
8"	6	-
Flitter, Glitter, Electric Color and Color Changing Shells		
3"	70	70
4"	30	30
5"	65	30
6"	19	-
8"	3	-
Distinctive and Unique Aerial Shells		
3"	20	20
4"	20	20
5"	30	16
6"	10	-
8"	2	-
Streaking Comets & Tiger Tails		
3"	20	20
Premium Aerial Shells		
3"	20	20
4"	12	12
5"	12	12
6"	2	-

Aerial Grand Finale

	Program A	Program B
Color and Multi-Color Finale Shells		
3"	100	100
4"	24	24
5"	8	8
Aerial Flash Salutes		
3"	100	100
Finale Crown		
6"	2	-
8"	1	-

Bombardments

	Program A	Program B
25 Shot	4	4
49 Shot	4	4
100 Shot	4	4
150 Shot	2	2
300 Shot	2	2

Grand Totals

Aerial Shells		
3"	425	425
4"	136	136
5"	185	106
6"	68	-
8"	12	-
Total Aerial Shells	826	667
Units of Fire (from Bombardments)	1596	1596
Total Shots	2422	2263

City of Los Alamitos

Celebrate America!

July 4th, 2021, 2022

Fireworks & Stage FX America

Program Price

Total Program Price Inclusive of Insurance, Operator, Transportation and Permit/Standby fees, if req'd

	Program A	Program B
Cost	$33,500	$22,000

City of Los Alamitos

Celebrate America!

July 4th, 2021, 2022

Announcement Barrage

Program C

Aerial Titanium Flash Salutes
3" 10

Color and Multi-Color Finale Shells
3" 10

Aerial Show Presentation

Aerial Titanium Flash Salutes
3" 5

Color and Multi-Color Aerial Shells
3" 70
4" 50

Flitter, Glitter, Electric Color and Color Changing Shells
3" 70
4" 30

Distinctive and Unique Aerial Shells
3" 20
4" 20

Streaking Comets & Tiger Tails
3" 20

Premium Aerial Shells
3" 20
4" 12

Aerial Grand Finale

Program C

Color and Multi-Color Finale Shells
3" 100
4" 24

Aerial Flash Salutes
3" 100

Finale Crown
4" 8

Bombardments

100 Shot 6
300 Shot 1

Grand Totals

Aerial Shells
3" 425
4" 144

Total Aerial Shells
569

Units of Fire (from Bombardments)
900

Total Shots 1469

Program Price

Total Program Price Inclusive of Insurance, Operator, Transportation and Permit/Standby fees, if req'd

Program C

Cost $16,500

Fireworks America Products

The Quality Difference

Fireworks America has sought to affiliate itself with world renown-award winning. manufacturers, both foreign and domestic. In every show you will find only the highest quality products and variety which will far surpass those of our competitors.

Product Definitions Are:

Color and Multi-Color include standard one color products and multiple colors such as Chrysanthemums, Peonies and Hearts, Red, Green and Blue, Variegated, etc.
Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: includes Flitter, Glitter, Electric Color and Color Changing Transformation Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc.
Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

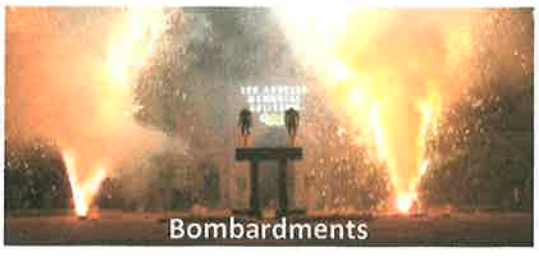
Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Shells feature Distinctive and Unique Aerial Shells including, Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, . Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Special Pattern Shells, Weeping Willow Shells, Shell of Shells and Serpentine Shells, etc..

Compare to our competitors "Special", "Special Effect", or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros,and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



City of Los Alamitos

Show Concept, Services List, and Miscellaneous Details

Services List:

Fireworks America to Provide:

1) Permit Filings as Required
2) Storage and Delivery of fireworks
3) All Equipment to produce the display
4) Insurance Aggregate amount of $6,000,000 (Combined Single Limits)
5) Worker's Compensation Insurance (Statute)
6) Music CD or MP3
7) Choreography
8) Permit Fees, if req'd
9) Standby Firefighter Fees, if req'd

City of Los Alamitos to Provide:

1) A Suitable Firing Site
2) Adequate Security for Firing Site
3) Sound System and Playback
4) A portable restroom at the fireworks set up area
5) A light tower until cleanup is complete
6) Wetting down the area around the fireworks launch area prior to show

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract,Balance Net 10 Days After Display

Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.

4"	8

Grand Totals	
Aerial Shells	
3"	425
4"	144
Total Aerial Shells	569
Total Bombardment Shells	900
Total Shots	1,469

VENDORS TO PROVIDE

1. ***Permit Filings as Required***
2. ***Storage and Delivery of the Fireworks***
3. ***All Equipment to Produce the Display***
4. ***A State Licensed Pyrotechnic Operator***
5. ***Required Insurance***
6. ***Choreographed Pyrotechnic Display***

COMPANY NAME:	Fireworks & Stage FX America, LLC
ADDRESS:	PO Box 488 Lakeside, CA 92040
CONTACT PERSON:	Matt Biolchino
PHONE NUMBER:	714-875-0307
EMAIL ADDRESS:	matt@fireworksamerica.com

NOTE: The City of Los Alamitos reserves the right to award the contract based upon the available funds. The bids will be compared on the basis of lowest cost.

2021 Fireworks Display at the Annual 4th of July Fireworks Spectacular to be held at the Joint Forces Training Base in Los Alamitos, California
Due Date: April 7, 2021 @ 11:00 AM

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 **ITEM NUMBER: 10I**

To: **Mayor Mark A. Chirco & Members of the City Council**

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Award of Consulting Services Agreement (PSA) for the 2020 LEAP Grants Program Housing Element Consultant**

SUMMARY

This report recommends award of a bid to begin work on the City of Los Alamitos' General Plan Housing Element by the planning firm Terra Nova Planning and Research, Inc.

RECOMMENDATIONS

1. Award the bid for 2020 LEAP Grants Program Housing Element Consultant in the amount not to exceed $65,000 for the period of the agreement; and,

2. Authorize the Mayor to execute the Consulting Services Agreement with Terra Nova Planning and Research, Inc.

BACKGROUND

The City has asked qualified firms to submit proposals to provide assistance in creating the General Plan Housing Element for the City of Los Alamitos. The assistance would include the preparation of all CEQA documents required for environmental regulation compliance in the Element preparation. Tonight, Staff requests the City Council to confirm the Consulting Firm that has been identified to best meet the requirements of the RFP.

DISCUSSION

On December 17, 2020, January 26, 2021, and March 25, 2021, the City of Los Alamitos released a Request for Proposals (RFP 2020-04) for a State Housing and Community Development (HCD) LEAP Grants Program Consultant for the preparation of the City's General Plan Housing Element. No firm responded to these releases of

the RFP. Staff sought out suggestions from the State HCD office and other development professionals for assistance in locating qualified firms. Two firms were identified to contact for proposals and both of the firms individually applied to help the City in preparation of the Housing Element.

The two (2) bids received were rated and reviewed by a committee of three Staff members. Both firms projected to expend near to the grant award amount of $65,000.00. $65,000.00 is the maximum amount that the State will reimburse the City for the project. The bid results are provided below:

COMPANY NAME	BID AMOUNT
Willdan	$68,635.00
Terra Nova	$64,940.00

Staff rated each Applicant on a scale determined by the required criteria noted in the RFP. Those criteria were firm experience, coordination and supervision team work, qualification and experience of Staff and/or sub-consultants, schedule and budget responsiveness, quality control and assurance, and cost. After this rating work, Staff met to determine which consultant would be recommended to the City Council. Through this process, the planning firm Terra Nova Planning and Research, Inc., was determined to be the best fit.

If Terra Nova is approved, the Consulting Services Agreement requires the project to be completed per the adopted schedule and requires that all funds are expended by December 31, 2023.

FISCAL IMPACT

The Terra Nova budget for the project is $64,940.00. The grant award for the project the project is $65,000.00 and Staff would like to request an additional 5%, or $3,250.00, for contingency, in the event that the cost of the project goes beyond the grant amount. The work in any invoice provided to the City must be completed by the consultant prior to requesting the payment from the City. The City will then submit all required reimbursement documentation, including invoices at a maximum of once per quarter, and that amount shall be for a minimum of 15% of the project costs. Funding will be made from the General Fund, Development Services, account 10-532-5260.1290.

Submitted by: Ron Noda, Acting Deputy City Manager
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments: *Consulting Services Agreement for Terra Nova Planning and Research, Inc.*

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 _____ __, 2021, 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 _____ __, 2021, 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 (2rd) the Scope of Services.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the 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, n**othing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.**

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

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

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

[SIGNATURES ON NEXT PAGE]

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

"City"

City of Los Alamitos

By:_____
Richard D. Murphy
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Firm"

Name of Firm

By:_____
Name
Title

By:_____
Name
Title

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 **ITEM NUMBER: 11A**

To: **Mayor Mark A. Chirco & Members of the City Council**

Presented By: **Craig Koehler, Interim Finance Director**

Subject: **Fiscal Year 2021-22 Master Fee Schedule Update**

SUMMARY

In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update, which update includes a 1.0% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

RECOMMENDATIONS

1. Review the Fiscal Year 2021-22 Master Fee Schedule Update, and;

2. Adopt Resolution No. 2021-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)".

BACKGROUND

A user fee is a charge imposed by the City on an individual for a service or a facility provided directly to that individual. User fees shift the burden of paying for specific governmental services away from the general population to the specific recipients who benefit from the service.

Pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Los Alamitos ("City") is authorized to adopt and implement fees, rates, and charges for municipal services provided that such fees, rates and charges do not exceed the estimated reasonable cost of providing such services. Before approval of new user fees or modification of existing user fees by the City Council, the City must hold a public hearing on the proposed fee increases and notify the public of the hearing.

The City charges a range of fees for services provided to residents and businesses. User fees and charges are intended to recover all or a portion of the City's costs for providing

a service or access to public property. Examples of City fees include, building permits, recreation classes, facility rentals, etc.

According to the best practices established by the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB), governments should calculate the full cost of the different services they provide and should review and update charges and fees periodically based on factors such as the impact of inflation, other cost increases, adequacy of cost recovery, use of services, and the competitiveness of current rates.

In some situations, it may be appropriate to set fees at less than the full cost of service. For example, services that directly benefit an individual may equally benefit the community as a whole and therefore full cost recovery is not recommended for those types of services. Examples of services that benefit the community as a whole are Recreation programs.

DISCUSSION

In 2015, the City engaged NBS to conduct an independent User Fees and Charges Study. In March 2017, the User Fees and Charges Study was completed, which included a thorough analysis of the total cost of providing services, including applicable direct and indirect costs associated with specific services.

On July 31, 2017, the City Council adopted Resolution 2017-13, which approved the Master Fee Schedule pursuant to the recommendations set forth in the NBS User Fees and Charges Study. On June 17, 2019, the City Council adopted Resolution 2019-20, which approved the Master Fee Schedule with adjustments to certain user fees based on increase in the CPI.

At this time, City staff has conducted an annual review of the Master Fee Schedule and recommends an increase in 1.0% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of March 2020 to February 2021. The proposed changes to the Master Fee Schedule are reflected in **Attachment 1** (2021-22 Master Fee Schedule).

The City Council previously adopted a policy requiring annual review and update of the Master Fee Schedule commensurate with changes to the CPI. The NBS User Fees and Charges Study recommended the City utilize the CPI to annually adjust its user fees to keep pace with the cost of inflation. Staff has obtained CPI information and is recommending a 1.0% increase in applicable fees in accordance with the annual review provisions.

FISCAL IMPACT

Where applicable, the Fee Schedules reflect a 1.0% increase in consumer price index from March 2020 to February 2021 for the Los Angeles area (which includes Orange County) as reported by the Federal Bureau of Labor Statistics, and included as **Attachment 2**.

The estimated increase in revenue resulting from the CPI adjustment is approximately fifteen thousand $7,500). The proposed Budget for Fiscal Year 2021-222does not assume a CPI adjustment to the City's Fee Schedules.

Staff recommends that the City conduct a new User Fee and Charges Study in conjunction with next year's budget, and will issue an RFP to engage an independent consultant to perform a thorough analysis of the total cost of providing services, including applicable direct and indirect costs associated with specific services.

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

Attachments: 1. Resolution No. 2021-06 - Master Fee Schedule
2. Bureau of Labor Statistics, CPI Los Angeles Area – February 2021

RESOLUTION NO. 2021-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)

WHEREAS, the City of Los Alamitos currently imposes fees upon applicants to recover the costs of staff time, inspection, copying costs and other related expenses related to the review and processing in connection with services; and,

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and implement fees, rates, and charges for municipal services provided that such fees, rates and charges do not exceed the estimated reasonable cost of providing such services; and,

WHEREAS, in 2015, the City engaged NBS to conduct an independent User Fees and Charges Study. In March 2017, the User Fees and Charges Study was completed, which included a thorough analysis of the total cost of providing services, including applicable direct and indirect costs associated with specific services, a copy of which is maintained on file with the City Clerk; and,

WHEREAS, on July 31, 2017, the City Council adopted Resolution 2017-13, which approved the Master Fee Schedule pursuant to the recommendations set forth in the NBS User Fees and Charges Study; and,

WHEREAS, pursuant to Resolution No. 2017-13, the City Council approved and adopted updated development processing fees and other user rates, charges, and fees (collectively, "user fees") as set forth and established in the Master Fee Schedule finding that the user fees established are reasonable and necessary to reimburse the City for its actual and reasonable costs to provide those services for which the fees are levied; and,

WHEREAS, on June 18, 2018, the City Council adopted Resolution 2018-15, approving increases to the user fees established pursuant to Resolution 2017-13, for all applicable fees and charges, in accordance with the Consumer Price Index (CPI) report for the month of March of the corresponding year for the Los Angeles area (inclusive of Orange County) for all Urban Consumers, as well as approving other adjustments that eliminated, reduced and/or modified certain user fees, by approving amendments to the Master Fee Schedule; and,

WHEREAS, on January 22, 2019 the City Council adopted Resolution No. 2019-03, which approved: (1) an increase of 2.5% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of February 2018 to February 2019; (2) reduced certain fees based on recalculated amounts supported by NBS' approved methodology and City staff tabulation; (3) approved adjustments that eliminate, reduce,

and/or modify other use fees and charges; and, (4) annual review and update of the Master Fee Schedule commensurate with changes to the CPI; and,

WHEREAS, on May 18, 2020 the City Council adopted Resolution No. 2020-10, which approved an increase in 1.9% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of March 2019 to March 2020; and,

WHEREAS, upon recommendation of City staff following completion of an annual review of the Master Fee Schedule, the City Council desires to approve increases to the user fees established pursuant to this Resolution 2021-06, for all applicable fees and charges, in accordance with the Consumer Price Index (CPI) report for the Los Angeles area (inclusive of Orange County) for all Urban Consumers, by approving adjustments to the Master Fee Schedule as set forth herein; and,

WHEREAS, the City has studied and reviewed the fees charged by other cities for such services to assure that the proposed cost recovery fees are reasonable; and,

WHEREAS, pursuant to Government Code Section 66016, the City has: (1) made available to the public at least ten days prior to its public hearing, data supporting the reasonableness of the fees; (2) mailed notice at least fourteen days prior to the public hearing to all interested parties who have requested notice of new or increased fees; and (3) held a duly noticed, regularly scheduled public hearing at which oral and written testimony was received regarding the proposed fees; and,

WHEREAS, all legal prerequisites to the adoption of this Resolution, including without limitation adherence to Government Code Sections 66014, 66017, and 66018, have occurred.

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

SECTION 1. Adoption of Recitals. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Update to User Fees. The City Council hereby approves and adopts the amendments to the Master Fee Schedule as set forth and established in Exhibit "A" attached hereto and by this reference incorporated herein, reflecting adjustments to certain user fees based on a CPI adjustment of 1.0%, as well as other adjustments that serve to eliminate, reduce, and/or modify certain user fees; and the City Council hereby finds and determines that the adjusted user fees established herein do not exceed the estimated reasonable cost of providing the services for which the fees are levied.

SECTION 3. Effective Date. The CPI increase to and modification of certain user fees established pursuant to this Resolution shall take effect and shall be implemented 60-days following the adoption of this Resolution.

SECTION 4. Annual Review and Update. The City Council hereby directs staff to annually review and, as appropriate, recommend to the City Council an increase of the user fees included in the Master Fee Schedule on July 1st of each fiscal year, in accordance with the Consumer Price Index (CPI) reported for the month of March of the corresponding year for the Los Angeles area for all Urban Consumers.

SECTION 5. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, City staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 6. Severability. If any user fee, rate, or charge adopted or increased by this Resolution is for any reason held to the invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining user fees, rate, and charges adopted or revised herein. The City Council hereby declares that it would have adopted the Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 19th day of April, 2021.

_____
Mark A. Chirco, 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, California, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council held on the 19th day of April, 2021, 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

MASTER FEE SCHEDULE

Proposed Adoption: April 19, 2021

Implementation: July 1, 2021

Administration - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Delinquent Customer Fees			
Adm 1	Returned Check Processing (Non-Sufficient Funds NSF)			
Adm 2	1st NSF Check	[7]	$ 25	$ 25
Adm 3	Each Subsequent NSF Check	[7]	$ 35	$ 35
Adm 4	Transient Occupancy Tax (TOT) Administration processing fee (line addition to penalty)	[9]	$ 10	$ 10
Adm 5	Collections Fee	[9]	$ 134	$ 136
	Finance Processing Fees			
Adm 6	Admin Processing Fee (per transaction)		$ 5	$ 5
Adm 7	Refund Processing - Check		$ 33	$ 34
Adm 8	Check Reissuance	[12]	$ 66	$ 66
	Copies:			
Adm 9	Per page	[10]	$ 0.10	$ 0.10
	Electronic Data Request (CD/DVD Copy)			
Adm 10	Copy of Existing Data File		$ 10	$ 10
Adm 11	Copy of Non-Existing Data File		$ 21	$ 21
	Other			
Adm 12	Certification of Document		$ 21	$ 21
Adm 13	Witness Oath Admin Fee		$ 10	$ 10
Adm 14	Certificate Fee		$ 10	$ 10
Adm 15	Notary Fee	[14]	$ 15	$ 15
Adm 16	U.S Veteran Notary Fee		$ -	$ -
	Subpoena Fee			
Adm 17	Response to subpoena - Hourly	[2]	$ 26	$ 26
Adm 18	Response to subpoena - Records	[2]	$ 16	$ 16
Adm 19	Response to subpoena - Civil	[1]	$ 298	$ 301
	Business License			
Adm 20	Change to Business License - Name	[13]	$ 13	$ 13
Adm 21	Change to Business License - Location	[13]	$ 13	$ 13
Adm 22	Duplicate Business License	[13]	$ 13	$ 13
Adm 23	Business License Home Occupation Inspection	[11]	$ 116	$ 117
	Business Permits and Regulations			
Adm 24	Bingo Permit	[5]	$ 54	$ 55
	Hourly Rates			
Adm 25	Admin Svcs - Hourly Rate		$ 134	$ 136
Adm 26	City Clerk - Hourly Rate		$ 119	$ 120
	Election Related			
Adm 27	Filing Fee Candidate's Nomiation Papers	[15]	$ 25	$ 25

Administration - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	Set by State
[2]	CA Evidence Code 1563
[5]	CA Govt. Code 25845; Penal Code 326.3-326.5
[7]	Per CA Civil Code; 1st NSF Check is limited to $25 fee; each subsequent NSF check is limited to $35 fee
[9]	New Fee
[10]	Per Public Records Act ($ .10 per page)
[11]	Cost from CD-Planning
[12]	Includes the bank fee of $30 for stop payment
[13]	Current actual cost to City: HDL costs = $12 per item
[14]	AB 2217, effective 1.1.17 $15
[15]	CA Elections Code 10228

2217,

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Planning Zoning Related Fees			
PL 1	Accessory Structure Fee		$ 81	$ 82
PL 2	Administrative Use Permit - New (ex. Outside Dining)		$ 81	$ 82
PL 3	Administrative Use Permit - Renewal (ex. Outside Dining)		$ 232	$ 234
PL 4	Annexation - Deposit	[1,2]	Deposit $20,000	Deposit $20,000
PL 5	Appeal - Director - Non-Resident		$ 2,547	$ 2,572
PL 5.1	Appeal - Director - Resident		$ 867	$ 876
PL 6	Appeal - Planning Commission - Non-Resident	[2]	Deposit $2,349	Deposit $2,349
PL 6.1	Appeal - Planning Commission - Resident		$ 1,038	$ 1,048
PL 7	Applicant Case Continuance Fee		$ 1,273	$ 1,286
PL 8	Business License - Field Inspection		$ 116	$ 117
PL 9	Contract Planner - Expedited Services - Deposit (based on project)	[1,2]	Actual Cost	Actual Cost
PL 10	Cottage Food Operation Permit		$ 232	$ 234
PL 11	CUP - Minor - Use Change		$ 1,273	$ 1,286
PL 12	CUP - Major - Construction Related		$ 2,547	$ 2,572
PL 13	Development Agreement - Deposit	[1,2]	Deposit $20,000	Deposit $20,000
PL 14	Ext of Time Requests - Discretionary	[2]	Deposit $443	Deposit $443
PL 15	Filming Permit (Public - see Encroachment Permit)			
PL 16	General Plan Amendment	[2]	Deposit $2,438	Deposit $2,438
PL 17	Home Occupation Permit		$ 111	$ 112
PL 18	Inspection Fee for Planning/ Code Enforcement (excessive)		$ 232	$ 234
PL 19	Interpretation and Similar Use	[2]	Deposit $2,438	Deposit $2,438
PL 20	Noticing Fee		$ 232	$ 234
PL 21	Planning Plan Check - Minor (Additional Sq. Ft of ≤ 250 sq. ft.)		$ 116	$ 117
PL 22	Planning Plan Check - Major (> 250 Sq. Ft)		$ 463	$ 468
PL 23	Pre-Application Meeting		$ 1,389	$ 1,403
PL 24	Preliminary Review		$ 232	$ 234
PL 25	Review of CCR's	[1]	Actual Cost	Actual Cost
PL 26	Second Dwelling Unit application review		$ 2,547	$ 2,572
PL 27	Signs: Sign Permit		$ 347	$ 350
PL 28	Signs: Planned Sign Program		$ 2,547	$ 2,572
PL 29	Signs: Temp Banner/Sign		$ 57	$ 58
PL 30	Site Plan Review - Minor (additions, minor improvements; covers up to 1 hour)		$ 2,547	$ 2,572
PL 31	Site Plan Review - Major (all others)		$ 3,473	$ 3,507
PL 32	Street Name Change Request		$ 695	$ 702
PL 33	Street Naming		$ 463	$ 468
PL 34	Temporary Use Permit		$ 926	$ 935
PL 35	Special Event Permit (road closures, parades) - Non-Resident		$ 463	$ 468
PL 35.1	Special Event Permit (road closures, parades) - Resident		$ 163	$ 164
PL 36	Tentative Parcel Map		$ 1,457	$ 1,472
PL 37	Tentative Tract Map		$ 1,665	$ 1,682

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
PL 38	Variance		$ 926	$ 935
PL 39	Zoning Letter		$ 463	$ 468
PL 40	Zoning Ordinance Amendment - Map	[1,2]	Deposit $2,500	Deposit $2,500
PL 41	Zoning Ordinance - Text Amendment	[1,2]	Deposit $2,500	Deposit $2,500
PL 42	Zoning Permit		$ 347	$ 350
	Environmental Review			
PL 43	Initial Environmental Assessment		$ 232	$ 234
PL 44	Assessment - Historical Structures		$ 232	$ 234
PL 45	Environmental Review		$ 5,787	$ 5,845
PL 46	Negative Declaration	[1]	Actual Cost	Actual Cost
PL 47	Mitigated Negative Declaration	[1]	Actual Cost	Actual Cost
PL 48	Environmental Impact Report	[1]	Actual Cost	Actual Cost
PL 49	Initial Study	[1]	Actual Cost	Actual Cost
	NPDES/Stormwater			
PL 50	High - Annual Inspection		$ 696	$ 703
PL 51	Medium (every 2 yrs.)		$ 464	$ 468
PL 61	Low (every 5 yrs.)		$ 271	$ 273
	Document Fees			
PL 52	Copy Services (Per Page)		$ 0.10	$ 0.10
PL 53	Plans - Blueprints	[1]	Actual Cost	Actual Cost
PL 54	Special Research by Planning Staff (hourly)		$ 232	$ 234
PL 55	County Recording Fee (pass thru; check written directly to County)	[1]	Actual Cost	Actual Cost
	Processing Fees			
PL 56	Cash Bond Acceptance and Processing		$ 116	$ 117
PL 57	Tract/Other Bonds Processing		$ 116	$ 117
PL 58	Lien Processing		$ 116	$ 117
	Special Regulatory Business Permits			
	* Require a Conditional Use Permit (CUP) - fees are listed above and background review per Police Department (corresponding fees if applicable)			
	Entertainment Related Fees			
PL 59	Live Entertainer - License	[1,2]	Deposit $1,500	Deposit $1,500
PL 60	Live Entertainer - Application renewal	[1,2]	Deposit $1,500	Deposit $1,500
	Escort Related Businesses Fees			
PL 63	Escort License - Agency ,	[1,2]	Deposit $1,500	Deposit $1,500
PL 64	Escort License - Agency renewal	[1,2]	Deposit $800	Deposit $800
PL 65	Escort License - Individual	[1,2]	Deposit $1,500	Deposit $1,500
PL 66	Escort License - Individual renewal	[1,2]	Deposit $1,500	Deposit $1,500

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Adult Related Businesses Fees			
PL 67	Adult Use - Planning Permit Fee	[1,2]	Deposit $1,500	Deposit $1,500
PL 68	Adult Oriented Business License	[1,2]	Deposit $1,500	Deposit $1,500
PL 69	Adult Oriented Business License (Renewal)	[1,2]	Deposit $1,500	Deposit $1,500
PL 70	Adult Use Planning Permit Fee - Ext. of Non Conf.	[1,2]	Deposit $1,500	Deposit $1,500
PL 71	Figure Model License	[1,2]	Deposit $1,500	Deposit $1,500
PL 72	Figure Model License (Renewal)	[1,2]	Deposit $1,500	Deposit $1,500
	Code Enforcement (fees in addition to fines)			
PL 73	Violation Reoccurrence Fee		$ 232	$ 234
PL 74	Code Enforcement - Re-Inspection		$ 232	$ 234
PL 75	Code Enforcement - Right of Way Pick Up/Storage (signs)		$ 232	$ 234
	Other			
PL 76	Admin Processing Fee (Delinquent processing)		$ 116	$ 117
	Hourly Rate			
PL 77	Planning - Hourly Rate		$ 232	$ 234
	Banner Fees			
PL 78	2-sided Banner Permit on Los Alamitos Blvd Median		$100 admin fee + $90/per banner	$100 admin fee + $90/per banner
	WQMP Fees			
PL 79	Review and Inspection Fee	[2,4]	Deposit $1,500	Deposit $1,500
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application, including all applicable Citywide Overhead. A Deposit may be required in place of a flat fee, with actual costs charged against the deposit.			

[Notes]

[1]	Actual Cost using FBHR
[2]	Deposit
[3]	CA Govt. Code 25845; Penal Code 326.3-326.5
[4]	New Fee

Public Works - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
PW 1	Improvement - Plan Check - Per Sheet (Street, Storm Drain) - includes 3 reviews		$ 924	$ 933
PW 1	Improvement - Plan Check - Per Sheet (Street, Storm Drain) - 4th and subsequent review		$ 184	$ 186
PW 2	Improvement - Inspection (Street, Storm Drain) - per inspection		$ 554	$ 560
PW 3	Grading - Plan Check - Residential lots		$ 718	$ 725
PW 4	Grading - Plan Check - Commercial lots	[1]	Deposit $687 - Actual Cost	Deposit $687 - Actual Cost
PW 5	Hydrology Report		$ 718	$ 725
PW 6	Geotech/ Soils Review	[1]	Deposit $687 - Actual Cost	Deposit $687 - Actual Cost
PW 7	Parking Space Closure		$ 1,108	$ 1,119
PW 8	Sidewalk Closure		$ 739	$ 747
PW 9	Traffic Study Review		$ 2,217	$ 2,239
PW 10	Grading - Inspection		$ 370	$ 373
PW 11	Final Tract Map		$ 1,293	$ 1,306
PW 12	Parcel Map per Parcel		$ 718	$ 725
PW 13	Lot Line Adjustment (per parcel)		$ 718	$ 725
PW 14	Other Legal Checking	[1]	Actual Cost	Actual Cost
PW 15	Curb Painting (per 30 l.f. of curb)		$ 370	$ 373
PW 16	Access: Commercial		$ 370	$ 373
PW 17	Access: Personal/Homeowner		$ 370	$ 373
PW 18	Commercial Photography Motion Picture - per Day		$ 646	$ 653
PW 19	Commercial Photography/Still Pictures - per Day		$ 184	$ 186
PW 20	Surplus Material Removal (Review of Contractor's Hauling Plan)		$ 554	$ 560
PW 21	Road Closure		$ 646	$ 653
	Underground Utilities:			
PW 22	0-100 l.f.		$ 646	$ 653
PW 23	101-1,000 l.f.		$ 924	$ 933
PW 24	1,000 + l.f.		$ 1,663	$ 1,680
PW 25	per Additional l.f.		$ 2	$ 2
PW 26	Aerial Utilities - All (per pole)		$ 739	$ 747
PW 27	Landscaping / Gardening Irrigation (> 2,500 s.f.)	[4]	$ 828	$ 836
PW 28	Bus Bench / Shelter Master Permit / Renewal		$ 462	$ 466
PW 29	Bus Bench / Shelter Indiv. Bench Placement / Renewal		$ 184	$ 186
PW 30	Bus Shelter Master Permit & Renewal		$ 139	$ 140
PW 68	Bus Bench/Shelter Removal		$ 10	$ 10
PW 69	Bus Bench/Shelter Storage per month		$ 5	$ 5
PW 31	News Rack Fee		$ 278	$ 280
PW 32	Culvert		$ 462	$ 466
PW 33	Driveway Approach - Residential		$ 184	$ 186
PW 34	Driveway Approach - Commercial		$ 609	$ 615
PW 35	Curbs & Gutters per 100 l.f.		$ 184	$ 186
PW 36	Sidewalks		$ 278	$ 280
PW 37	Paving		$ 646	$ 653
PW 38	Paving per l.f.		$ 1	$ 1

Public Works - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
PW 39	Catch Basin		$ 278	$ 280
PW 40	Storm Drain Entries 0-27"		$ 370	$ 373
PW 41	Storm Drain Entries > 27"		$ 370	$ 373
PW 42	Traffic Control Plan		$ 739	$ 747
PW 43	Memorial Tree/Rock Installation	[1]	Actual Cost	Actual Cost
PW 44	Old Street Sign Sale	[2]	$ 16	$ 16
PW 45	Sign Installation		$ 142	$ 143
PW 46	Barricade / Delineator Request - Per Event or Incident	[1]	Actual Cost	Actual Cost
PW 47	Shopping Cart Retrieval		$ 48	$ 48
	Monitoring Well Installation Fee (Per Well)			
PW 48	Plan Review		$ 142	$ 143
PW 49	Traffic Plan		$ 427	$ 431
PW 50	Inspection		$ 142	$ 143
	Crane Permit			
PW 51	Traffic Plan		$ 427	$ 431
PW 52	Inspection		$ 142	$ 143
PW 53	Outdoor Dining Permit		$ 854	$ 863
PW 54	Parklet Fee		$ 570	$ 576
	Oversize/ Overweight Permit			
PW 55	Single	[2,3]	$ 16	$ 16
PW 56	Annual	[2,3]	$ 90	$ 90
PW 57	Tree Removal Fee		$ 285	$ 288
PW 58	Temporary "No Parking" Sign Fee		$ 570	$ 576
	Impact Analysis / Review			
PW 59	Traffic	[1]	Actual Cost	Actual Cost
PW 60	Soils	[1]	Actual Cost	Actual Cost
PW 61	Noise	[1]	Actual Cost	Actual Cost
PW 62	Street Vacation Fee	[1]	Actual Cost	Actual Cost
PW 63	Incident/ Accident Response (Haz Mat, Accident, Other)	[1]	Actual Cost	Actual Cost
PW 64	Standard City List of repair/ replacement items	[1]	Actual Cost	Actual Cost
	Hourly Rates:			
PW 65	PW Engineering - Hourly Rate		$ 184	$ 186
PW 66	PW Maintenance - Hourly Rate		$ 142	$ 143
PW 67	After Hours Rate (Per hour; 2 hour minimum $286)	[5]	$ 142	$ 143
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	Recommended fee is "Actual Cost" using fully burdened hourly rate
[2]	Placeholder for Master Fee Schedule (MFS), not included in cost analysis
[3]	Fee Set by State ($16;$90 maximum)
[4]	New Fee
[5]	After Hours: Monday through Thursday between 6pm-6am; All day Friday, Saturday, and Sunday; City approved Holidays

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Building Fees			
	Project valuations determined by the most recent published International Code Council (ICC) Building Valuation Table or by Contractors signed contract, at the discretion of the Building Official	[1]		
	Valuation-Based Inspection Fees			
	Building Valuation Range			
BL 1	$1 - $500		$ 190	$ 192
BL 2	$501 - $2,000		$ 285	$ 288
BL 3	$2,001 - $6,000		$ 379	$ 383
BL 4	$6,001 - $12,000		$ 569	$ 575
BL 5	$12,000 - $25,000		$ 760	$ 768
BL 6	$25,001 base fee		$ 950	$ 959
BL 7	Each additional $1000 or fraction thereof up to $50,000		$ 30.38	$ 30.68
BL 8	$50,001 base fee		$ 1,677	$ 1,694
BL 9	Each additional $1000 or fraction thereof up to $100,000		$ 11.39	$ 11.51
BL 1	$100,001 base fee		$ 2,236	$ 2,258
BL 11	Each additional $1000 or fraction thereof up to $500,000		$ 4.27	$ 4.31
BL 12	$500,001 base fee		$ 3,912	$ 3,951
BL 13	Each additional $1000 or fraction thereof up to $1,000,000		$ 5.31	$ 5.37
BL 14	$1,000,000 Base Fee		$ 6,517	$ 6,582
BL 15	Each additional $1000 beyond $1,000,000		$ 3.80	$ 3.84
	Valuation-Based Plan Review Fees			
	Building Valuation Range			
BL 16	$1 - $500		$ 95	$ 96
BL 17	$501 - $2,000		$ 95	$ 96
BL 18	$2,001 - $6,000		$ 190	$ 192
BL 19	$6,001 - $12,000		$ 379	$ 383
BL 20	$12,000 - $25,000		$ 760	$ 768
BL 21	$25,001 - $50,000 base fee		$ 1,119	$ 1,130
BL 22	Each additional $1000 or fraction thereof up to $50,000		$ 15.19	$ 15.34
BL 23	$50,001 base fee		$ 1,401	$ 1,415
BL 24	Each additional $1000 or fraction thereof up to $100,000		$ 7.60	$ 7.68
BL 25	$100,001 base fee		$ 1,864	$ 1,883
BL 26	Each additional $1000 or fraction thereof up to $500,000		$ 1.18	$ 1.19
BL 27	$500,001 base fee		$ 2,328	$ 2,351
BL 28	Each additional $1000 or fraction thereof up to $1,000,000		$ 0.76	$ 0.77
BL 29	$1,000,000 Base Fee		$ 2,698	$ 2,725
BL 30	Each additional $1000 beyond $1,000,000		$ 1.62	$ 1.64
BL 31	Residential Track - Plan Check (Repeat $100,000 - $500,000)		$ 285	$ 288
BL 32	Residential Track - Plan Check - > $500,000 each additional $100,000		$ 33	$ 33

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
BL 33	Accessibility Plan Check (applicable to all non-residential project)		5% of plan check fee	5% of plan check fee
	Miscellaneous Building Fees			
BL 34	Permit Issuance		$ 48	$ 48
	Solar PV Permit Fee			
	Residential			
BL 35	< 15 kW	[7]	$ 450	$ 450
BL 36	> 15 kW	[7]	$450 plus $15 per kW	$450 plus $15 per kW
	Commercial			
BL 37	< 50 kW	[7]	$ 1,000	$ 1,000
BL 38	51 - 250 kW	[7]	$1,000 plus $7 per kW	$1,000 plus $7 per kW
BL 39	> 250 kW	[7]	$2,400 plus $5 per kW	$2,400 plus $5 per kW
BL 40	Reroof Permit Fee - Residential 1st 500 square foot		$ 95	$ 96
BL 41	Reroof Permit Fee - Residential for each additional 500 s.f.		$ 48	$ 48
BL 42	Reroof Permit Fee - Commercial 1st 1,000 square foot		$ 285	$ 288
BL 43	Reroof Permit Fee - Commercial for each additional 1,000 s.f.		$ 142	$ 143
	Portable Spas and Portable Pools Placed at Grade (Single Family and Duplex Residential Only)			
BL 44	Plan Review		$ 48	$ 48
BL 45	Inspection		$ 48	$ 48
	Reinspection Fees			
BL 46	Code Enforcement - City Attorney - per hour		Actual Cost	Actual Cost
	Other Fees			
BL 47	Expedited Plan Review (Using Outside Consultants) Actual Cost (including Admin Cost) (hourly)		Actual Cost	Actual Cost
BL 48	Green Building and Accessibility Review		5% of Plan Check Fee	5% of Plan Check Fee
BL 49	Energy Calculation Review Fee		$ 95	$ 96
	Surcharges			
BL 50	General Plan Maintenance Fee	[9]	9.3% of Building Permit Fee	9.3% of Building Permit Fee
BL 51	Technology Fee		20% of Building Permit Fee	20% of Building Permit Fee
BL 52	Additional Plan Review (per hour)		$ 190	$ 192
BL 53	Temporary Certificate of Use and Occupancy	[2]	$ 48	$ 48
BL 54	Certificate of Occupancy	[2]	$ 48	$ 48
BL 55	Failure to obtain permit	[3]	2 X Permit Fee	2 X Permit Fee

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Building Relocation Fee			
BL 56	Within City		$175 + Valuation for reconstruction of building	$175 + Valuation for reconstruction of building
BL 57	From Outside City		$175 + Valuation for reconstruction of building	$175 + Valuation for reconstruction of building
BL 58	Same parcel		$175 + Valuation for reconstruction of building	$175 + Valuation for reconstruction of building
	Electrical Permits	[8]		
	Permit Issuance Fees			
BL 59	For Issuing Permit		$ 48	$ 48
BL 60	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finaled.		$ 15	$ 15
BL 61	Plan Check Fee (per hour)		$ 190	$ 192
	Unit Fee Schedule (the following do not include permit issuing fees)			
	For receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders, and meters.			
BL 62	First 10 (Fee is for 1-10)	[5]	$ 6	$ 6
BL 63	Additional Outlets (**fee is for each**. Time estimate/cost is for each 10)	[5]	$ 1	$ 1
	Lighting Fixtures-lighting fixtures, sockets, or other lamp-holding devices			
BL 64	First 10 (Fee is for 1-10)	[5]	$ 6	$ 6
BL 65	Additional Outlets (**fee is for each**. Time estimate/cost is for each 10)	[5]	$ 1	$ 1
BL 66	Pole or platform mounted fixtures (Time estimate/cost is for first 10)	[5]	$ 10	$ 10
BL 67	Pole or platform mounted fixtures (each additional)		$ 15	$ 15
BL 68	Theatrical-type lighting fixtures or assemblies.		$ 15	$ 15
	Residential Appliances			
BL 69	For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console, or through wall heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor operated appliances not exceeding one horsepower (HP) in rating. (each) (For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)		$ 63	$ 64

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Nonresidential Appliances			
BL 70	For residential appliances and self-contained, factory-wired nonresidential appliances not exceeding one horsepower (HP) or kilovolt (KVA) in rating including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other types of equipment.(each) (For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)		$ 126	$ 127
	Power Apparatus			
	For motors, generators, transformers, rectifiers, synchronous convertors, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus as follows. Rating horsepower (HP), Kilowatts (KW), Kilovolt-amperes (KVA), or Kilovolt-amperes-reactive (KVAR).These fees include all switches, circuit breakers, contractors, thermostats, relays, and other directly controlled equipment.			
BL 71	For 1 Item		$ 95	$ 96
BL 72	For each additional item		$ 33	$ 33
	Busways			
BL 73	For each trolley and plug-in-type busways, each 100 feet or fraction thereof. An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools. (each)		$ 95	$ 96
	Signs, Outline Lighting, and Marquees			
BL 74	For signs, outline lighting systems, or marquees supplied from one branch circuit. (each)		$ 237	$ 240
BL 75	For additional branch circuits with the same sign, outline lighting system, or marquee. (each)		$ 33	$ 33
	Services (Meters)			
BL 76	For services of 600 volts or less and not over 200 amperes in rating (each)		$ 95	$ 96
BL 77	For services of 600 volts or less and over 200 amperes to 1000 amperes (each)		$ 142	$ 143
BL 78	For services of 600 volts or over or over 1000 amperes in rating (each)		$ 190	$ 192
	Sub-panels - Misc. Apparatus, Conduits, and Conductors			
BL 79	For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth. (each)		$ 95	$ 96
	Temporary Power Service (give applicant orange card for temp pole)			
BL 80	For a temporary service power pole or pedestal including all pole or pedestal mounted receptacle outlets and appurtenances. (each)		$ 95	$ 96

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
BL 85	For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative light, Christmas tree sales lots, fireworks stands, etc. (each)		$ 33	$ 33
	Private Swimming Pools			
BL 81	For new private, residential, in-ground swimming pools for single-family and multifamily occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping, and other similar electrical equipment directly related to the operation of a swimming pool.		$ 285	$ 288
BL 82	*For other types of swimming pools, therapeutic whirlpools, spas, and alterations to existing swimming pools use the Unit Fee Schedule.			
	Carnivals and Circuses-traveling shows or exhibitions utilizing transportable-type rides, booths, displays, and attractions			
BL 83	For electrical generators and electrically driven rides (each)		$ 95	$ 96
BL 84	For Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)		$ 95	$ 96
BL 85	For a system of area and booth lighting (each)		$ 95	$ 96
BL 86	*For permanently installed rides, booths, displays, and attractions use the Unit Fee Schedule			
	Other Inspections and Fees			
BL 87	Inspections outside of normal business hours (per hr.)	[4]	$ 190	$ 192
BL 88	Reinspection fee-flat fee assessed under provisions of section 305(h)		$ 95	$ 96
BL 89	Inspections for which no fee is specifically indicated (per hour)	[4]	$ 190	$ 192
BL 90	Additional plan review required by changes, additions, or revisions to approved plans (per hour)	[4]	$ 95	$ 96
	Mechanical Permit Fees	[8]		
	Permit Issuance and Heaters			
BL 91	For the issuance of each mechanical permit		$ 48	$ 48
BL 92	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finaled.		$ 15	$ 15
BL 93	Plan Check Fee (per hour)		$ 190	$ 192
	Unit Fee Schedule			
	Furnaces			
BL 94	For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU/h (29.3 kW)		$ 63	$ 64
BL 95	For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU/h (29.3 kW)		$ 63	$ 64

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
BL 96	For the installation or relocation of each floor furnace, including vent		$ 63	$ 64
BL 97	For the installation for relocation of each suspended heater, recessed wall heater, or floor-mounted unit heater.		$ 63	$ 64
	Appliance Vents			
BL 98	For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit.		$ 48	$ 48
	Repairs or Additions			
BL 99	For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by the Mechanical Code.		$ 48	$ 48
	Boilers and AC Units			
BL 100	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)		$ 63	$ 64
BL 101	For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW), and including 15 Horsepower (52.7 kw) or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)		$ 95	$ 96
BL 102	For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW), and including 30 Horsepower (105.5 kW) or each absorption over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)		$ 127	$ 128
BL 103	For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW), and including 50 Horsepower (176 kW) or each absorption over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)		$ 157	$ 159
BL 104	For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 175,000 Btu/h (512.9 kW)		$ 190	$ 192
	Air Handlers			
BL 105	For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s) including ducts attached thereto. This does not apply to an air handling unit which is a portion of a factor-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.		$ 63	$ 64
BL 106	For each air-handling unit over 10,000 cfm (4719 L/s)		$ 95	$ 96

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Evaporative Coolers			
BL 107	For each evaporative cooler other than portable type.		$ 63	$ 64
	Ventilation and Exhaust			
BL 108	For each ventilation fan connected to a single duct		$ 33	$ 33
BL 109	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by permit		$ 33	$ 33
BL 110	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood		$ 63	$ 64
	Incinerators			
BL 111	For the installation or relocation of each domestic-type incinerator		$ 63	$ 64
BL 112	For the installation or relocation of each commercial or industrial-type incinerator.		$ 81	$ 82
	Miscellaneous			
BL 113	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table.		$ 63	$ 64
	Other Inspections and Fees			
BL 114	Inspections outside of normal business hours, per hour (2 hrs. minimum)	[4]	$ 379	$ 383
BL 115	Reinspection fees assessed under provisions of Section 116.6 per inspection	[4]	$ 190	$ 192
BL 116	Inspections for which no fee is specifically indicated, per hour (half hour minimum)	[4]	$ 190	$ 192
BL 117	Additional plan review required by changes, additions, or revisions to plans for which an initial review has been completed, per hour (half hour minimum)	[4]	$ 95	$ 96
BL 118	Registers (each)		$ 10	$ 10
	Plumbing Permit Fees	[8]		
	Permit Issuance			
BL 119	For issuing each permit		$ 48	$ 48
BL 120	For issuing each supplemental permit		$ 15	$ 15
BL 121	Plan Check Fee (per hour)		$ 190	$ 192
	Unit Fee Schedule (in addition to permit issuance above)			
BL 122	For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefor). **Fee is for up to 10 units**. Half hour time period covers up to the first 10	[5]	$ 95	$ 96
BL 123	Each additional plumbing fixture beyond 10. 10 minute time estimate covers each group of up to 5 beyond the original 10. **Fee is for each additional group of up to 5 units.**	[5]	$ 33	$ 33
BL 124	For each building sewer and each trailer park sewer		$ 48	$ 48

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
BL 125	Rainwater systems-per drain (inside building) Fee is for each. Half hour time period covers 5 units.	[5]	$ 95	$ 96
BL 126	For each water heater and/or vent		$ 63	$ 64
BL 127	For each gas-piping system of one to five outlets		$ 95	$ 96
BL 128	For each additional gas piping system outlet, per outlet		$ 33	$ 33
BL 129	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.		$ 95	$ 96
BL 130	For each installation, alteration, or repair of water piping and/or water treatment equipment. Fee is for each unit. Half hour time period covers 10 units.	[5]	$ 95	$ 96
BL 131	For each repair or alteration of drainage or vent piping, each fixture. 15 minute time period covers 5 units	[5]	$ 48	$ 48
BL 132	For each lawn sprinkler system on any one meter including backflow protection devices therefor		$ 48	$ 48
	For atmospheric-type vacuum breakers not included in previous item			
BL 133	1 to 5		$ 48	$ 48
BL 134	over 5, each		$ 33	$ 33
	For each backflow protective device other than atmospheric type vacuum breakers			
BL 135	2 inch (51 mm) diameter and smaller		$ 63	$ 64
BL 136	over 2 inch (51 mm) diameter		$ 63	$ 64
BL 137	For each Graywater system		$ 95	$ 96
BL 138	For initial installation and testing for a reclaimed water system (per hour)	[4]	$ 191	$ 193
BL 139	For each annual cross-connection testing of a reclaimed water system (excluding initial test)	[4]	$ 95	$ 96
BL 140	For each medical gas piping system serving one to five inlets/outlets for a specific gas (per hour)		$ 95	$ 96
BL 141	For each additional medical gas inlets/outlets		$ 95	$ 96
	Other inspections and fees			
BL 142	Inspections outside of normal business hours (per hour, 2 hour min)	[4]	$ 379	$ 383
BL 143	Reinspection Fee (per hour)		$ 190	$ 192
BL 144	Inspections for which no fee is specifically indicated (per hour)	[4]	$ 190	$ 192
BL 145	Additional plan review required by changes, additions, or revisions to approved plans (half hour minimum)	[4]	$ 95	$ 96
	Hourly Rate			
BL 146	Building - Hourly Rate		$ 190	$ 192
	Window Fees			
BL 147	Residential Window Replacement (up to 4 windows)	[10]	$ 95	$ 96
BL 148	Each additional window over 4	[10]	$ 63	$ 63

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Commercial Sign Fees			
BL 149	Commercial Signs - No Electrical (First sign)	[10]	$ 190	$ 192
BL 150	Each additional commercial sign no electrical	[10]	$ 95	$ 96
BL 151	Commercial Signs - with Electrical	[10]	$ 428	$ 433
BL 152	Each additional commercial sign with electrical	[10]	$ 95	$ 96
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application, including all applicable Citywide Overhead. A Deposit may be required in place of a flat fee, with actual costs charged against the deposit.			

[Notes]

[1]	Project valuations determined by the most recent published International Code Council (ICC) Building Valuation Table or by Contractors signed contract, at the discretion of the Building Official
[2]	No Fee
[3]	Double Penalty
[4]	Or the total hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. A minimum of two hours will be charged.
[5]	Fee is denominated per unit, but time estimate is denominated for a block of units or each fraction thereof
[7]	CA Govt Code ss 66015
[8]	Annual revenue included for cost analysis purposes only
[9]	To be charged on all Building Permits for "New Construction that add additional Square Footage"
[10]	New Fee

Police Department - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Police User Fees			
PD 1	Administration Arrest Fee		$ 244	$ 246
PD 2	Reports (avg. 5 pages @ $ .10 page)		$ 1	$ 1
PD 3	Bicycle Registration		$ 1	$ 1
PD 4	Log Item		$ 1	$ 1
PD 5	Electronic Data Request (CD/DVD Copy)			
PD 6	Copy of Existing Data File		$ 6	$ 6
PD 7	Copy of Non-Existing Data File		$ 27	$ 27
PD 70	Livestock Street Permit Fee		$ 27	$ 27
PD 8	Repossession Verification Fee	[13]	$ 15	$ 15
PD 9	30 Day Impound		$ 242	$ 244
PD 10	Vehicle release- municipal code/vehicle code/parking violation		$ 150	$ 151
PD 11	Vehicle Release - Arrest / Cite and Release		$ 273	$ 276
PD 12	Vehicle Release - DUI		$ 314	$ 318
	Subpoena Fees			
PD 13	Response to subpoena - Hourly	[2]	$ 24	$ 24
PD 14	Response to subpoena - Records	[2]	$ 15	$ 15
PD 15	Response to subpoena - Civil - (Deposit per day; actual costs)	[1]	$ 275	$ 275
PD 16	Alarm Permit - New		$ 61	$ 61
PD 17	Alarm Permit - Renewal		$ 27	$ 27
PD 18	Alarm Permit - Renewal - Senior Discounted Rate		$ -	$ -
PD 19	False Alarm Response (1st 3 free per year)	[9]	$ -	$ -
PD 20	False Alarm Response (>3 per year)	[9]	$ 217	$ 219
PD 21	False Alarm Response without a Permit	[9]	$208 or get a permit	$208 or get a permit
PD 22	Noise disturbance response/processing	[10]	Actual Cost	Actual Cost
PD 23	Citation Sign Off	[11]	$ 20	$ 20
PD 24	VIN Verification	[12]	$ 20	$ 20
PD 25	Handicap/Parking Violation Sign Off		$ 14	$ 14
PD 26	Record Check/ Clearance letter		$ 14	$ 14
	Massage Related Businesses Fees			
PD 27	Massage Practitioner/Owner Permit		$ 800	$ 808
	Special Regulatory Business Permits			
	* Background review required for some businesses, as shown below and corresponding fee; Planning may also require a Conditional Use Permit (CUP), if applicable			
	Escort Related Businesses Fees			
PD 29	Escort License - Agency	[4]	$ 493	$ 498
PD 30	Escort License - Agency renewal	[4]	$ 165	$ 166
PD 31	Escort License - Individual	[4]	$ 493	$ 498
PD 32	Escort License - Individual renewal	[4]	$ 165	$ 166

Police Department - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2020-21 Recommended Fee Level / Deposit	2021-22 Recommended Fee Level / Deposit
	Adult Related Businesses Fees			
PD 33	Adult Use - Planning Permit Fee	[4]	$ 41	$ 42
PD 34	Second Hand/ Pawn Shop Dealer Annual Permit		$ 329	$ 332
PD 35	Gun Dealer Annual Permit		$ 329	$ 332
	Drug/DUI/Hazmat/Other Incident Response			
PD 37	* DUI - $12,000 Maximum per State law	[3,10]	Actual Cost	Actual Cost
	HOURLY RATEs			
PD 38	Sworn		$ 165	$ 166
PD 39	Non-Sworn		$ 80	$ 81
	Peddling, Canvassing and Soliciting Permit			
PD 40	Application Fee for peddling, canvassing and soliciting		$ 160	$ 161
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	CA Govt. Code 68097
[2]	CA Evidence Code 1563
[3]	CA Govt. Code 53150-35159
[4]	Collected by Planning
[5]	CA Govt. Code 25845; Penal Code 326.3-326.5
[7]	Per Public Records Act ($ .10 per page)
[9]	Not included in cost analysis; placeholder for Master Fee Schedule
[10]	Actual costs recommended using Fully Burdened Hourly Rates (FBHR)
[11]	CA GC 26746.1 $20 maximum
[12]	CA Govt Code 26746.1; CA Vehicle Code 40616; Maximum fee $20
[13]	CA Govt Code 26751; Maximum fee $15 (Repossession)

Recreation & Comm. Svcs - Cost Estimation for Providing Fee Related Activities & Svcs

Acct No.	Description	Notes	Recommended Fee Level
552	AQUATICS		100%
553	COMMUNITY SERVICES		30%
	Community Services - Seniors	[1]	
	Facility Rental (Comm. Center, Gym, Shelters)	[1]	
	PW - Building Maintenance	[2]	
554	DAY CAMP	[1]	85%
555	PLAYGROUND	[1]	0%
556	SPORTS		64%
	Adult Sports	[1]	
	Youth Sports	[1]	
	Facility Rental (Fields)	[1]	
557	SPECIAL CLASSES		35%
	Special Classes	[1]	
	Youth Volunteer Program	[1]	
	PW - Building Maintenance	[2]	
557	PRESCHOOL		86%
558	SPECIAL EVENTS		65%
	City Special Events	[1]	
	4th of July	[1]	
	Race on the Base	[1]	
		[3]	

[Notes]

[1]	Sourced from FY 15-16 Expense Info For User Fee Study
[2]	Sourced from Building Maint. Square Footage allocation
3]	Direct costs excludes citywide indirect costs; includes Department indirect costs and includes building maintenance costs

Consumer Price Index, Los Angeles area – February 2021

Area prices were up 0.4 percent over the past month, up 1.0 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.4 percent in February, the U.S. Bureau of Labor Statistics reported today. (See table A.) Assistant Commissioner for Regional Operations Richard Holden noted that the February increase was influenced by higher prices for gasoline and shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 1.0 percent. This marks the twelfth consecutive month of price increases of 2.0 percent or less. (See chart 1 and table A.) Food prices rose 3.5 percent. Energy prices increased 3.9 percent, largely the result of an increase in the price of electricity. The index for all items less food and energy rose 0.3 percent over the year. (See table 1.)

News Release Information

21-410-SAN
Wednesday, March 10, 2021

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Related Links

CPI historical databases

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, February 2018–February 2021

Source: U.S. Bureau of Labor Statistics.

Food

Food prices increased 0.4 percent for the month of February. (See table 1.) Prices for food at home rose 1.4 percent, influenced by higher prices for meats, poultry, fish, and eggs (3.1 percent). Prices for food away from home decreased 0.4 percent for the same period.

Over the year, food prices rose 3.5 percent. Prices for food at home rose 3.9 percent since a year ago, led by higher prices for meats, poultry, fish, and eggs (6.9 percent), and prices for food away from home advanced 3.1 percent.

Energy

The energy index rose 5.6 percent over the month. The increase was mainly due to higher prices for gasoline (7.0 percent). Prices for electricity advanced 5.6 percent, but prices for natural gas service decreased 2.1 percent for the same period.

Energy prices increased 3.9 percent over the year, largely due to higher prices for electricity (13.3 percent). Prices paid for natural gas service jumped 10.1 percent, while prices for gasoline declined 1.1 percent during the past year.

All items less food and energy

The index for all items less food and energy was unchanged in February. Higher prices for new vehicles (2.1 percent), other goods and services (0.9 percent), and shelter (0.2 percent) helped counter lower prices for household furnishings and operations (-0.8 percent) and medical care (-0.4 percent).

Over the year, the index for all items less food and energy rose 0.3 percent. Components contributing to the increase included alcoholic beverages (11.3 percent), other goods and services (4.5 percent), and shelter (0.9 percent). Partly offsetting the increases were price decreases in apparel (-6.4 percent) and recreation (-5.9 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2017		2018		2019		2020		2021	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.9	2.1	0.8	3.5	0.7	3.2	0.8	3.1	0.2	0.9
February	0.6	2.7	0.7	3.6	0.1	2.5	0.3	3.4	0.4	1.0
March	0.3	2.7	0.4	3.8	0.6	2.7	-0.7	1.9		
April	0.2	2.7	0.4	4.0	1.0	3.3	-0.3	0.7		
May	0.3	2.5	0.4	4.1	0.2	3.1	0.4	0.9		
June	-0.2	2.2	-0.2	4.0	0.0	3.3	0.5	1.4		
July	0.3	2.5	0.2	3.9	0.1	3.3	0.6	1.9		
August	0.3	2.8	0.2	3.9	0.0	3.0	0.1	2.0		
September	0.4	3.1	0.5	3.9	0.5	3.0	-0.3	1.2		
October	0.4	3.1	0.5	4.1	0.7	3.2	0.2	0.7		
November	0.1	3.6	-0.3	3.6	-0.3	3.2	0.1	1.0		
December	0.0	3.6	-0.3	3.2	-0.6	3.0	-0.2	1.5		

The March 2021 Consumer Price Index for the Los Angeles area is scheduled to be released on April 13, 2021.

Coronavirus (COVID-19) Pandemic Impact on February 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in February was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at https://www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

Technical Note

The Consumer Price Index (CPI) is a measures of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Long Beach-Anaheim, CA metropolitan area includes Los Angeles and Orange Counties in California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Dec. 2020	Jan. 2021	Feb. 2021	Feb. 2020	Dec. 2020	Jan. 2021
Expenditure category						
All items	279.560	280.178	281.347	1.0	0.6	0.4
All items (1967=100)	825.943	827.771	831.223	-	-	-
Food and beverages	281.658	282.411	283.522	4.0	0.7	0.4
Food	281.552	282.453	283.715	3.5	0.8	0.4
Food at home	265.017	265.426	269.217	3.9	1.6	1.4
Cereals and bakery products	277.127	274.140	277.500	0.4	0.1	1.2
Meats, poultry, fish, and eggs	294.757	290.529	299.450	6.9	1.6	3.1
Dairy and related products	257.360	263.911	261.590	2.9	1.6	-0.9
Fruits and vegetables	359.525	364.430	363.625	3.2	1.1	-0.2
Nonalcoholic beverages and beverage materials(1)	267.137	270.014	275.704	5.7	3.2	2.1
Other food at home	199.659	199.499	203.485	3.0	1.9	2.0
Food away from home	294.816	296.186	294.972	3.1	0.1	-0.4
Alcoholic beverages	262.588	261.550	260.811	11.3	-0.7	-0.3
Housing	324.149	324.947	326.053	1.5	0.6	0.3
Shelter	374.059	374.862	375.778	0.9	0.5	0.2
Rent of primary residence(2)	399.271	399.228	401.167	1.2	0.5	0.5
Owners' equiv. rent of residences(2)(3)	391.045	391.601	392.372	1.4	0.3	0.2
Owners' equiv. rent of primary residence(1)(2)	391.023	391.579	392.349	1.4	0.3	0.2
Fuels and utilities	359.099	363.244	372.538	10.9	3.7	2.6
Household energy	312.367	314.114	325.529	12.5	4.2	3.6

Footnotes
(1) Indexes on a December 1977=100 base.
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
(3) Indexes on a December 1982=100 base.
(4) Special index based on a substantially smaller sample.
(5) Indexes on a December 1993=100 base.
(6) Indexes on a December 1997=100 base.

- Data not available
NOTE: Index applies to a month as a whole, not to any specific date.

Item and Group	Indexes			Percent change from-		
	Dec. 2020	Jan. 2021	Feb. 2021	Feb. 2020	Dec. 2020	Jan. 2021
Energy services[2]	310.964	312.707	324.104	12.5	4.2	3.6
Electricity[2]	361.082	360.746	381.106	13.3	5.5	5.6
Utility (piped) gas service[2]	249.775	256.013	250.556	10.1	0.3	-2.1
Household furnishings and operations	118.717	118.378	117.480	-0.8	-1.0	-0.8
Apparel	104.579	107.232	107.305	-6.4	2.6	0.1
Transportation	206.284	208.813	211.493	-1.6	2.5	1.3
Private transportation	205.099	208.134	213.448	0.9	4.1	2.6
New and used motor vehicles[4]	92.134	91.787	92.547	1.1	0.4	0.8
New vehicles[1]	171.936	168.749	172.218	0.2	0.2	2.1
Used cars and trucks[1]	287.062	284.903	286.569	8.8	-0.2	0.6
Motor fuel	240.660	252.791	270.418	-1.1	12.4	7.0
Gasoline (all types)	235.018	246.904	264.161	-1.1	12.4	7.0
Gasoline, unleaded regular[4]	234.021	246.180	263.769	-1.1	12.7	7.1
Gasoline, unleaded midgrade[4][5]	228.316	238.894	255.014	-1.3	11.7	6.7
Gasoline, unleaded premium[4]	230.072	240.606	256.056	-0.2	11.3	6.4
Motor vehicle insurance[1]	788.183	802.689	802.689	2.1	1.8	0.0
Medical care	506.219	509.547	507.285	1.6	0.2	-0.4
Recreation[6]	105.869	102.102	102.330	-5.9	-3.3	0.2
Education and communication[6]	151.838	149.515	149.850	0.6	-1.3	0.2
Tuition, other school fees, and child care[1]	1,963.558	1,910.404	1,910.404	-2.6	-2.7	0.0
Other goods and services	454.213	462.877	466.852	4.5	2.8	0.9
Commodity and service group						
All items	279.560	280.178	281.347	1.0	0.6	0.4
Commodities	184.677	186.017	187.956	1.5	1.8	1.0
Commodities less food & beverages	135.296	136.865	139.124	-0.8	2.8	1.7
Nondurables less food & beverages	178.861	184.195	188.403	-2.1	5.3	2.3
Durables	92.245	90.772	91.359	1.4	-1.0	0.6
Services	364.052	363.933	364.297	0.7	0.1	0.1
Special aggregate indexes						
All items less medical care	269.726	270.245	271.527	0.9	0.7	0.5
All items less shelter	237.923	238.459	239.730	1.0	0.8	0.5
Commodities less food	140.691	142.180	144.350	-0.1	2.6	1.5
Nondurables	231.437	234.499	237.175	1.5	2.5	1.1
Nondurables less food	186.814	191.729	195.613	-1.0	4.7	2.0
Services less rent of shelter[3]	359.424	357.969	357.544	0.4	-0.5	-0.1
Services less medical care services	350.789	350.343	350.902	0.6	0.0	0.2
Energy	267.915	276.433	291.972	3.9	9.0	5.6
All items less energy	282.559	282.653	282.868	0.8	0.1	0.1
All items less food and energy	282.907	282.846	282.860	0.3	0.0	0.0

Footnotes
(1) Indexes on a December 1977=100 base.
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(3) Indexes on a December 1982=100 base.
(4) Special index based on a substantially smaller sample.
(5) Indexes on a December 1993=100 base.
(6) Indexes on a December 1997=100 base.

- Data not available
NOTE: Index applies to a month as a whole, not to any specific date.

Last Modified Date: Wednesday, March 10, 2021

U.S. BUREAU OF LABOR STATISTICS Western Information Office Attn: EA & I, 90 Seventh Street Suite 14-100 San Francisco, CA 94103-6715

Telephone:1-415-625-2270 www.bls.gov/regions/west Contact Western Region

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: April 19, 2021 **ITEM NUMBER: 12A**

To: **Mayor Mark Chirco & Members of the City Council**

Presented By: **Ron Noda, Deputy Assistant City Manager**

Subject: **Urgency Ordinance Establishing Limitations on Third-Party Food Delivery Fees**

SUMMARY

An urgency ordinance establishing limitations on third-party food delivery fees.

RECOMMENDATION

Adopt Ordinance No. 2021-01, entitled, "AN URGENCY ORDINANCE OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING LIMITATIONS ON THIRD-PARTY FOOD DELIVERY FEES (4/5THS VOTE REQUIRED)."

BACKGROUND

This item was agendized at the request of Mayor Chirco, who requested that the attached urgency ordinance establishing limitations on third-party food delivery fees be considered by the City Council.

Third-party food delivery services charges have risen significantly over the past few years. These increases are impacting local businesses, as restaurant owners and their customers are struggling to combat the economic strain caused by the COVID-19 pandemic. To address this issue, several California cities have adopted ordinances that place caps on third party food delivery service charges. The urgency ordinance would cap these fees, commissions, or costs charged by third party delivery services.

DISCUSSION

In recent years, the popularity of third-party food delivery services has grown due to the convenience and accessibility it offers to its customers. Due to the COVID-19 pandemic and the State's various Safer-at-Home, the use of these services has become essential in order to offset the State's orders that forced numerous local food preparation businesses to convert to delivery-only service. While the County's progression through the State's re-opening blueprint tiers has allowed for restaurants to reopen with limited

capacities, it is clear that the growing trend of these types of service with remain common place well into the future.

Third-party food delivery companies, such as Grubhub, Uber Eats, DoorDash, and Postmates have stepped in to fulfill this service by providing residents with delivery from local restaurants. However, these companies charge restaurants commissions that can reach 30% or more, potentially wiping out any profit that a local business might make from a delivery order. With an increasing amount of food delivery business being performed through online third-party services, restaurants must comply with these companies' fees or risk losing customers.

Due to the increased demand for food delivery services, some cities began to take legislative actions on food delivery commissions. At least 22 California cities and counties have adopted ordinances implementing a fee cap on delivery services. These cities include San Diego, Long Beach, Los Angeles, Pasadena, Santa Monica, Berkeley, Oakland, San Francisco, Irvine, Buena Park, Los Angeles County, and Santa Clara County, to name just a few.

Should the City Council desire to address this issue, the City Council can approve the attached Urgency Ordinance which includes the following limitations:

1) A third-party food delivery service may not charge a restaurant a per-delivery fee greater than 15% of the purchase price of the online order;

2) A third-party food delivery service may not charge a restaurant any amount designated as a “delivery fee” for an online order that does not involve the delivery of food or beverages;

3) A third-party food delivery service may not charge a restaurant any combination of fees, commissions or costs for use of the third-party food delivery service that is greater than 5% of the purchase price of the online order;

4) A third-party food delivery service may not charge a customer any purchase price for a food or beverage item that is higher than the menu price set by the restaurant; and,

5) Any customer tip or gratuity must be paid, in its entirety, to the person delivering the food and beverages.

As an example, if a customer orders a meal that is advertised for $10.00 on the Third-Party Food Delivery Service’s mobile application, the Third-Party Food Delivery Service cannot charge the customer more than $10.00 for the meal. Nor can the Third-Party Food Delivery Service charge the restaurant more than $1.50 as a Delivery Fee. Nor can the Third-Party Food Delivery Service charge the restaurant more than $0.50 as a fee or commission for the restaurant’s placement on the Third-Party Food Delivery Service’s mobile application. Finally, if the customer agrees to provide the delivery person a $2.00

tip, that entire $2.00 tip must go to the delivery person; not the Third-Party Food Delivery Service.

If approved, this urgency measure, would sunset on the expiration/termination of the City's March 13, 2020 proclamation of local emergency related to the COVID-19 pandemic, unless extended by the City Council or the City Manager, acting in his capacity as the Emergency Services Director.

FISCAL IMPACT

There is no immediate budget impact to the City.

Submitted By: Ron Noda, Deputy Assistant City Manager
Reviewed By: Michael Daudt, City Attorney
Approved By: Chet Simmons, City Manager

Attachment: 1. Draft Ordinance 2021-01

ORDINANCE NO. 2021-01

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING LIMITATIONS ON THIRD-PARTY FOOD DELIVERY FEES (4/5ths Vote Required)

WHEREAS, the City of Los Alamitos is a charter city organized pursuant to Article XI of the California Constitution and pursuant to the authority so granted, the City has the power to make and enforce within its limits all ordinances and regulations with respect to municipal affairs not in conflict with its own charter. Such powers include, without limitation, the ability to adopt regulations pertaining generally to the protection and promotion of the public health, safety, and welfare; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency throughout the State in response to the COVID-19 pandemic, and in furtherance of this proclamation has since issued several Executive Orders that include extraordinary measures directed at slowing the spread of COVID-19 and reducing impacts to residents and businesses; and,

WHEREAS, on March 13, 2020, the City Manager, acting as the Director of Emergency Services, proclaimed a local emergency within the City of Los Alamitos in response to the the COVID-19 pandemic, which was ratified by the City Council on March 16, 2020; and,

WHEREAS, the conditions giving rise to the state and local emergency proclamations continue to exist, and the state and local emergency proclamations remain in effect; and,

WHEREAS, various orders issued by the Governor of the State of California and the California Department of Public Heath regarding the COVID-19 pandemic have from time to time prohibited retail food establishments throughout the County of Orange, including within the City of Los Alamitos, from providing on-site dining; and,

WHEREAS, these on-site dinning prohibitions have led to a substantially increased reliance on the use of third-party food delivery services, and there have been reports of high delivery fees tending to have the effect of discouraging the use of said third-party delivery services; and,

WHEREAS, restaurants, and particularly restaurants that are small businesses, have limited bargaining power to negotiate lower delivery service fees with third-party platforms given the financial straits and need restaurants are facing during this period of emergency; and,

WHEREAS, the City Council has carefully reviewed and considered all of the evidence, including the staff report and public comments presented; and,

WHEREAS, the City Council finds that approval of this Ordinance would accomplish the following:

1. Make the use of third-party delivery services more affordable, thereby enabling an increase in their use by consumers and reducing the potential for spread of the COVID-19 virus from both on-site dining and increased numbers of people traveling away from home to pick up food from retail food establishments; and,

2. Reduce the economic impacts to retail food establishments and food consumers; and,

3. Achieve the public purpose of ensuring the continued operation of local restaurants and third-party platforms during the period of emergency by capping per-order delivery service fees.

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

SECTION 1. RECITALS. The findings and determinations reflected in the foregoing recitals are true and correct, and are incorporated herein by this reference.

SECTION 2. URGENCY. The adoption of this Ordinance as an urgency ordinance is necessary for the immediate preservation of the public peace, health, or safety. In accordance with California Government Code section 36937(b), and to protect the public peace, health, or safety, the City Council finds and determines there is an urgent need to adopt the provisions of this Ordinance in order to reduce or eliminate the current and immediate threats related to the COVID-19 pandemic, as set forth in the Recitals.

SECTION 3. DEFINITIONS. For purposes of this Ordinance, the following definitions apply.

1. “City” means the City of Los Alamitos.

2. “Delivery Fee” means a fee charged by a Third-Party Food Delivery Service for providing a Retail Food Establishment with a service that delivers food and beverages from such establishment to customers. The term does not include any other fee or cost that may be charged by a Third-Party Food Delivery Service to a Retail Food Establishment, such as fees for listing or advertising the Retail Food Establishment on the Third-Party Food Delivery Service platform or fees related to processing the online order, including, but not limited to, service fees, fees for facilitating Online Orders for pick-up, and credit card processing fees.

3. “Online Order” means an order placed by a customer through or with the assistance of a platform provided by a Third-Party Food Delivery Service, including a telephone order, for delivery or pick-up within the City.

4. “Purchase Price” means the price, as listed on the menu of the Retail Food Establishment on the Third-Party Food Delivery Service’s website or mobile application or, if no price is set by the Retail Food Establishment on the Third-Party Food Delivery Service’s website or mobile application, the price listed on the Retail Food Establishment's own menu, for the items contained in an Online Order, minus any applicable coupon or promotional discount provided to the customer by the Retail Food Establishment through the Third-Party Food Delivery Service. This definition does not include taxes, gratuities, and any other fees or costs that may make up the total amount charged to the customer of an Online Order.

5. “Retail Food Establishment” means a restaurant, delicatessen, bakery, coffee shop, or other eat-in or carry-out service of processed or prepared raw and ready-to-eat food or beverages.

6. “Third-Party Food Delivery Service” means any website, mobile application, or other internet-based service that offers or arranges for the sale of food and beverages prepared by, and the delivery or pick-up of food and beverages from, no fewer than five (5) Retail Food Establishments located in the City that are each owned and operated by different persons or entities.

SECTION 4. PROHIBITIONS.

1. It shall be unlawful for a Third-Party Food Delivery Service to charge a Retail Food Establishment a Delivery Fee that totals more than fifteen (15) percent of the Purchase Price of each Online Order.

2. It shall be unlawful for a Third-Party Food Delivery Service to charge a Retail Food Establishment any amount designated as a Delivery Fee for an Online Order that does not involve the delivery of food or beverages.

3. It shall be unlawful for a Third-Party Food Delivery Service to charge a Retail Food Establishment any combination of fees, commissions, or costs for the Retail Food Establishment’s use of the Third-Party Food Delivery Service that is greater than five (5) percent of the Purchase Price of each Online Order. Fees, commissions, or costs do not include Delivery Fee.

4. It shall be unlawful for a Third-Party Food Delivery Service to charge a Retail Food Establishment any fee, commission, or cost that is to be paid to the Third-Party Food Delivery Service, other than as permitted in Subsections 1 through 3, above.

5. It shall be unlawful for a Third-Party Food Delivery Service to charge a customer any Purchase Price for a food or beverage item that is higher than the price set by the Retail Food Establishment on the Third-Party Food Delivery Service's website or mobile application or, if no price is set by the Retail Food Establishment on the Third-Party Food Delivery Service's website or mobile application, the price listed on the Retail Food Establishment's own menu.

6. It shall be unlawful for a Third-Party Food Delivery service to retain any portion of amounts designated as a tip or gratuity. Any tip or gratuity amount, in its entirety, shall be paid by the Third-Party Delivery Service to the person delivering the food or beverages.

As an example, if a customer orders a meal that is advertised for $10.00 on the Third-Party Food Delivery Service's mobile application, the Third-Party Food Delivery Service cannot charge the customer more than $10.00 for the meal. Nor can the Third-Party Food Delivery Service charge the restaurant more than $1.50 as a Delivery Fee. Nor can the Third-Party Food Delivery Service charge the restaurant more than $0.50 as a fee or commission for the restaurant's placement on the Third-Party Food Delivery Service's mobile application. Finally, if the customer agrees to provide the delivery person a $2.00 tip, that entire $2.00 tip must go to the delivery person; not the Third-Party Food Delivery Service.

SECTION 5. DISCLOSURES. The Third-Party Food Delivery Service shall disclose to the Retail Food Establishment an accurate, clearly identified, and itemized cost breakdown of each transaction, including, but not limited to the following:

1. The Purchase Price of the food and beverages at the cost listed on the Retail Food Establishment's menu;

2. The Delivery Fee charged to the Retail Food Establishment;

3. Each fee, commission, or cost, other than the Delivery Fee, charged to the Retail Food Establishment;

4. Each fee, commission, or cost, other than the Delivery Fee or the Purchase Price of the food, charged to the customer by the Third-Party Food Delivery Service; and

5. Any tip or gratuity that will be paid to the person delivering the food or beverages.

SECTION 6. ENFORCEMENT. A violation of this Ordinance shall subject the violator to the following:

1. A civil action in the Superior Court of the State of California to recover all actual damages resulting from a violation of this Ordinance;

2. Reasonable attorneys' fees and costs awarded by a court to a plaintiff that prevails in an action against a Third-Party Food Delivery Service. If a plaintiff fails to prevail against a Third-Party Food Delivery Service, a court may award reasonable attorneys' fees and costs to the Third-Party Food Delivery Service upon a determination by the court that the plaintiff's action was frivolous.

3. A civil action in the Superior Court of the State of California alleging a violation of any provision of this Ordinance shall commence only after the following requirements have been met:

a. Written notice is provided to the Third-Party Food Delivery Service of the provisions of this Ordinance alleged to have been violated and the facts to support the alleged violation; and

b. The Third-Party Food Delivery Service is provided 15 days from the date of the written notice to cure any alleged violation.

4. Notwithstanding any provision of this Ordinance, or any other ordinance or provision of the Los Alamitos Municipal Code to the contrary, no criminal penalties shall attach for a violation of this Ordinance.

SECTION 7. CEQA. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, as it is not a "project"; adoption of the Ordinance is an administrative activity that has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a).) Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 8. EFFECTIVE DATE; SUNSET. This Ordinance, as an urgency ordinance for the immediate preservation of the public peace, health, or safety, shall take effect immediately upon its adoption by not less than a four-fifths (4/5) vote of the City Council pursuant to California Government Code Section 36937(b). This Ordinance shall automatically sunset on at the expiration/termination of the March 13, 2020 proclamation of local emergency concerning the COVID-19 pandemic, unless extended by the City Council or the Emergency Services Director.

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Interim Urgency Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Interim Urgency Ordinance. The City Council hereby declares that it would have adopted this Interim Urgency Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections,

subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 10. CERTIFICATION AND PUBLICATION. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 19th day of April, 2021.

_____
Mark A. Chirco, 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, CMC, City Clerk of the City of Los Alamitos, do hereby certify: (1) that the whole number of the members of the City of Los Alamitos City Council is five; and (2) that the foregoing Ordinance No. 2021-__ was duly adopted and passed at a regular meeting of the City Council on the 19th day of April, 2021, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Windmera Quintanar, MMC, City Clerk