

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

**CITY COUNCIL AGENDA
REGULAR MEETING**

May 18, 2020 – 6:00 p.m.

SAFETY ALERT –NOTICE REGARDING COVID-19

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

Pursuant to Executive Orders and given the current health concerns, **members of the public may not attend the meeting in person.** Members of the public can access the meeting by phone by dialing +1 (301) 715-8592 and enter the Meeting ID: 832-0548-8742. Your microphone will be disabled upon entry for the duration of the meeting.

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

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

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

NOTICE TO THE PUBLIC – This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Each matter on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "for information" or "for discussion" may also be the subject of an "action" taken by the City Council at the same meeting.

Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection online at www.cityoflosalamitos.org.

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made.

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Council Member Hasselbrink will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Murphy will give the Invocation.

5. ORAL COMMUNICATIONS

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6. COUNCIL ANNOUNCEMENTS

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

7. ITEMS FROM THE CITY MANAGER

8. WARRANTS

Ratify the Warrants for May 18, 2020 in the amount of \$609,920.46 and authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of May 19, 2020 to June 14, 2020.

ROLL CALL

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

9. **CONSENT CALENDAR**

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

ROLL CALL

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

A. Approval of Minutes (City Clerk)

Approve the City Council Regular Minutes of April 20, 2020 and the Adjourned Regular Minutes of May 4 and May 11, 2020.

B. Workers Compensation Claims Administration Professional Services Agreement Amendment No. 2 (Administration)

The purpose of the report is to approve Amendment No. 2 to the Professional Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City's self-insured workers' compensation program and extend the term to June 30, 2021.

Recommendation: Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City's self-insured workers' compensation program, extending the term to June 30, 2021.

C. Approval of Request for Proposals (RFP) 2020-02 for an SB2 Planning Grants Program Consultant (Development Services)

This item recommends approval of Request for Proposals (RFP) 2020-02 to solicit bids for contractual consultant services related to SB2 Planning Grants Program.

Recommendations:

1. Approve the Request for Proposals (RFP) 2020-02 for the hiring of an SB2 Planning Grants Program Consulting firm; and,
2. Authorize Staff to advertise and solicit bid proposals.

D. Community Development Block Grant (CDBG) Program Cooperative Agreement – Amendment Three for Fiscal Years July 1, 2021 – June 30, 2024 (Development Services)

The County of Orange is currently in the process of re-qualifying for entitlement status as an Urban County. This entitlement status and the number of cities participating in the Urban County are part of determining Community Development Block Grant funding for an Urban County. Consistent with the Department of Housing and Urban Development (HUD) regulations, they sent existing participating cities notification that the current Cooperation Agreement and new Amendment. This needs to be signed by the Los Alamitos City Council but renew

automatically (for July 1, 2021 – June 30, 2024) unless the City notifies the County and HUD in writing of its intent to terminate the agreement at the end of the current qualification period (June 30, 2021).

Recommendation: Authorize the Mayor to execute Amendment Five to the Cooperative Agreement between the County of Orange and the City of Los Alamitos for participation in the Urban County Program to utilize CDBG program funds for Fiscal Years July 1, 2021 – June 30, 2024.

E. Approval of Notice of Completion for Greenbrook Neighborhood and Little Cottonwood Park and Farquhar Pavement Rehabilitation Improvement Project (CIP No. 19/20-02) (Development Services)

The Greenbrook Neighborhood, Farquhar Avenue from Los Alamitos Boulevard to Bloomfield Street, and the Little Cottonwood Park Parking Lot (CIP No. 19/20-02) project incorporated grinding and overlay of these locations. 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 contract by Hardy & Harper, Incorporated for the Street Improvement Project (CIP No. 19/20-02); 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 \$30,046.68, thirty-five (35) days after recordation of the Notice of Completion.

F. Approval of Plans, and Authorization to Bid for the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals) (CIP No. 19/20-06) (Development Services)

This report recommends actions to begin facilitating the construction for the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals) (CIP No. 19/20-06)

Recommendations:

1. Approve the plans for the construction of the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals) (CIP No. 19/20-06); and,
2. Authorize Staff to advertise and solicit bid proposals.

G. Local Early Action Planning Grant Application (Development Services)

A resolution endorsing and authorizing Staff to file an application for the Local Early Action Planning (LEAP) Grant Application. LEAP provides funding to jurisdictions

for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. Use of the grant funds would be used to hire a planning consultant to assist in preparing the next round of the Housing Element chapter of the General Plan that is due to the State's Housing and Community Development (HCD) Department in October 2021.

Recommendation: Adopt Resolution No. 2020-09, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY of Los Alamitos, California, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS."

- H. Treasurer's Quarterly Investment Report – March 2020 (Finance)**
The item for City Council consideration is receipt of the Treasurer's Quarterly Investment Report.

Recommendation: Receive and file the Treasurer's Quarterly Investment Report – March 2020.

10. PUBLIC HEARINGS

- A. Ordinance No. 2020-03 – State Mandated Elimination of Large Family Daycare Home Regulations (ZOA 19-03) (Development Services)**
Consideration of an ordinance amending Los Alamitos Municipal Code Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 as required to address recent changes in state law concerning the regulation of Large Family Daycare Homes (ZOA 19-03) (Citywide). On April 22, 2020, the Planning Commission voted to recommend adoption of the proposed ordinance to the City Council in their April 22, 2020. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City.

Recommendations:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2020-03; and,
2. City Attorney Daudt read the title of Ordinance No. 2020-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150, AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF LARGE FAMILY DAYCARE HOMES (ZOA 19-03)."
3. Consideration of an exemption from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and

15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

ROLL CALL

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

B. Ordinance No. 2020-04 – State Mandated Updates to Accessory Dwelling Unit (ADU) Regulations (ZOA 19-02) (Development Services)

Consideration of an ordinance amending Los Alamitos Municipal Code Sections 17.08.020 and 17.28.020 as required to address recent changes in state law concerning the regulation of Accessory Dwelling Units (ZOA 19-02) (Citywide). On April 22, 2020, the Planning Commission voted to recommend adoption of the proposed ordinance to the City Council, with changes to the maximum unit size and architecture standards. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City.

Recommendations:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2020-04; and,
2. City Attorney Daudt read the title of Ordinance No. 2020-04, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTIONS 17.08.020 AND 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 19-02).”
3. Consideration of an exemption from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 (statutory exemption for second unit ordinances); CEQA Guidelines Sections 15282(h) (statutory exemption for second unit ordinances); 15303 (new construction of small structures) and 15305 (minor alterations to land). This action is also exempt under California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco

Council Member Doby
Council Member Grose
Council Member Hasselbrink

C. Fiscal Year 2020-21 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 1.9% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

Recommendations:

1. Review the Fiscal Year 2020-21 Master Fee Schedule Update, and;
2. Adopt Resolution No. 2020-10, 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)".

ROLL CALL

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

11. DISCUSSION ITEMS

A. Annual Fourth of July Fireworks Spectacular (Recreation)

This report requests input from the City Council concerning the desirability of a July 4, 2020 firework display in view of current prohibitions on large public gatherings and social distancing guidelines due to the COVID-19 pandemic.

Recommendations:

1. Direct Staff to negotiate and return with an agreement with Fireworks & Stage FX America for a July 4, 2020 firework display, without the attendant celebration and gathering on the Joint Forces Training Base; or ,
2. Direct Staff not pursue an agreement with Fireworks & Stage FX America for a July 4, 2020 firework display.

ROLL CALL

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

- B. Preliminary General Fund Budget for Fiscal Year 2020-21 (Finance)**
The report provides a preliminary budget for the General Fund for Fiscal Year 2020-21.

Recommendation: Review and discuss the preliminary budget for the General Fund for Fiscal Year 2020-21 and provide direction to staff.

ROLL CALL

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

12. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Los Alamitos Police Officers Association
Authority: Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Unrepresented Employees: Executive Management, Middle Management
and Non-Management Employees
Authority: Government Code Section 54957.6

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: May 13, 2020

CITY OF LOS ALAMITOS

A/P Warrants

May 18, 2020

To Ratify

Pages:

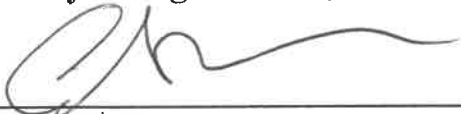
1-10	\$	120,183.93	Warrants	04/22/2020
11-12	\$	2,075.00	Advance Warrants	04/23/2020
	\$	8,851.62	April Retirees	04/01/2020
	\$	142,815.83	Payroll	04/17/2020
	\$	135,085.51	Benefits & Withholdings	04/17/2020
	\$	129,243.77	Payroll	05/01/2020
	\$	71,664.80	Benefits & Withholdings	05/01/2020
Grand Total	\$	609,920.46		

Authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period to May 19, 2020 to June 14, 2020.

Statement:

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

Certified by Craig Koehler, Interim Finance Director


 this 4th day of May, 2020

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALAN'S LAWN & GARDEN CENTER INC.	MULCHING MOWER BLADES	GARAGE FUND	GARAGE	171.48
			TOTAL:	171.48
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS: 122.5 HRS	GENERAL FUND	TRAFFIC	2,545.55
			TOTAL:	2,545.55
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL: MARCH 2020	GENERAL FUND	PARK MAINTENANCE	530.00
			TOTAL:	530.00
VARISITY BRANDS HOLDING CO., INC.	TENNIS NETS FOR LAUREL PAR	GENERAL FUND	SPORTS	257.98
			TOTAL:	257.98
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	MARCH 2020 (HIGUERA & COCA	GENERAL FUND	PATROL	254.00
			TOTAL:	254.00
JHM SUPPLY, INC.	LODGEPOLES FOR PARKWAY TRE	GENERAL FUND	STREET MAINTENANCE	193.33
	IRRIGATION PARTS- KATELLA	GENERAL FUND	PARK MAINTENANCE	331.92
	IRRIGATION PARTS- KATELLA	GENERAL FUND	PARK MAINTENANCE	468.34
			TOTAL:	993.59
COMPUTER SERVICE CO.	FEB. 2020-21 SIGNALIZED IN	GENERAL FUND	STREET MAINTENANCE	1,470.00
	MARCH 2020-21 SIGNALIZED I	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	2,940.00
DISCOVERY BENEFITS, INC.	FLEX ADMIN SERVICES-MAR 20	GENERAL FUND	ADMINISTRATIVE SERVICE	72.00
			TOTAL:	72.00
DOGGIE WALK BAGS, INC.	DISPENSER DOGGIE BAGS- PW	GENERAL FUND	PARK MAINTENANCE	563.68
			TOTAL:	563.68
ECOFERT, INC.	FERTIGATION SERVICE-MARCH	GENERAL FUND	PARK MAINTENANCE	1,587.50
			TOTAL:	1,587.50
FEDEX	STATE TREASURES OFFICE	GENERAL FUND	ADMINISTRATIVE SERVICE	28.70
			TOTAL:	28.70
FRONTIER COMMUNICATIONS	FRONTIER COMMUNICATIONS	GENERAL FUND	STREET MAINTENANCE	56.44
			TOTAL:	56.44
GALLS / QUARTERMASTER	BYERLEY: SHORT SLEEVE SHIR	GENERAL FUND	PATROL	51.81
	BYERLEY: HANDCUFFS	GENERAL FUND	PATROL	66.13
	BYERLEY:ACCUMOLD TROUSER B	GENERAL FUND	PATROL	59.52
			TOTAL:	177.46
GANAHL LUMBER COMPANY	RAIN RUBBER BOOTS	GENERAL FUND	STREET MAINTENANCE	36.07
	RUBBER GLOVES	GENERAL FUND	STREET MAINTENANCE	9.69
	WOOD FOR BLOOMFIELD ENTR S	GENERAL FUND	STREET MAINTENANCE	38.40
	PIPE REPAIR TAPE	GENERAL FUND	PARK MAINTENANCE	10.76
	GLUE	GENERAL FUND	BUILDING MAINTENANCE	6.45
	DOOR HANDLE/ GOOF OFF	GENERAL FUND	BUILDING MAINTENANCE	7.84
	TILE DRILL BITS	GENERAL FUND	BUILDING MAINTENANCE	17.00
	PRESTO PATCH/PUTTY KNIFE	GENERAL FUND	BUILDING MAINTENANCE	13.86
	LIQUID NAIL ADHESIVE	GENERAL FUND	BUILDING MAINTENANCE	3.01
			TOTAL:	143.08
GMT	EOC CABLE SERVICE	GENERAL FUND	RECREATION ADMINISTRATION	2,600.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GOLDEN STATE WATER COMPANY	EOC TELEVISION CABLING	GENERAL FUND	RECREATION ADMINISTRATION	1,495.00
	TOTAL:			4,095.00
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,703.28
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,089.49
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	648.26
GREENTECH LANDSCAPE, INC.	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	1,776.25
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	2,388.86
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	528.57
	TOTAL:			8,134.71
GROUNDED PHYSICAL THERAPY	CONTRACT MOWING	GENERAL FUND	PARK MAINTENANCE	6,368.54
	TOTAL:			6,368.54
HARDY & HARPER	VIRTUAL REC. CLASS DEMO	GENERAL FUND	SPECIAL CLASSES	40.00
	TOTAL:			40.00
	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	175.00
KESTER CORPORATION	LITTLE COTTONWOOD PARK	PARK DEVELOPMENT	CAPITAL PROJECTS	3,500.00
	TOTAL:			3,325.00
KONICA MINOLTA BUSINESS SOLUTIONS	2 CYDE OIL/ BLADE CLEANER	GARAGE FUND	GARAGE	36.71
	TOTAL:			36.71
MICHAEL BALLIET CONSULTING, LLC	PD COPIER LEASE: 4/20/20	GENERAL FUND	POLICE ADMINISTRATION	187.73
	TOTAL:			187.73
MISC. VENDOR	SOLID WASTE CONSULTING	GENERAL FUND	NON-DEPARTMENTAL	2,310.00
	TOTAL:			2,310.00
MISC. VENDOR	ARCHIE KAZANCI: REFUND	GENERAL FUND	NON-DEPARTMENTAL	216.00
	ARCHIE KAZANCI: REFUND	GENERAL FUND	NON-DEPARTMENTAL	25.50
	AYSO REGION 159: REFUND	GENERAL FUND	NON-DEPARTMENTAL	5,391.69
	BENJAMIN JOHNSON	GENERAL FUND	NON-DEPARTMENTAL	264.00
	BENJAMIN JOHNSON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
	BEACH CITIES LACROSSE	GENERAL FUND	NON-DEPARTMENTAL	1,679.22
	BELMONT SHORE RUGBY	GENERAL FUND	NON-DEPARTMENTAL	772.82
	BOULTON ORTHODONTICS	GENERAL FUND	NON-DEPARTMENTAL	50.00
	CANDACE FITZPATRICK	GENERAL FUND	NON-DEPARTMENTAL	96.00
	CARRIE GANNON	GENERAL FUND	NON-DEPARTMENTAL	66.00
	CARRIE GANNON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	CLAY SANDERS	GENERAL FUND	NON-DEPARTMENTAL	162.00
	CODE NINJAS	GENERAL FUND	NON-DEPARTMENTAL	50.00
	CUTCO CUTLERY	GENERAL FUND	NON-DEPARTMENTAL	50.00
	EDDIE IZARRARAZ	GENERAL FUND	NON-DEPARTMENTAL	168.00
	ERIKA PONCE	GENERAL FUND	NON-DEPARTMENTAL	72.00
	ERIKA PONCE	GENERAL FUND	NON-DEPARTMENTAL	14.00
	FIESTA GOURMET: REFUND	GENERAL FUND	NON-DEPARTMENTAL	75.00
	FIRECRACKERS BRASHEAR: REFUND	GENERAL FUND	NON-DEPARTMENTAL	108.00
	GRACE COMMUNITY CHURCH	GENERAL FUND	NON-DEPARTMENTAL	690.00
	JASON ANDERSON	GENERAL FUND	NON-DEPARTMENTAL	215.20
	JASON ANDERSON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
	JIM BERTHON	GENERAL FUND	NON-DEPARTMENTAL	262.00
	LISA LANGDALE	GENERAL FUND	NON-DEPARTMENTAL	26.00
	LISA LANGDALE: REFUND	GENERAL FUND	NON-DEPARTMENTAL	14.00
	LIGA O'LOANE	GENERAL FUND	NON-DEPARTMENTAL	29.20

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LONG BEACH TABLE TENNI	LONG BEACH TABLE TENNIS:RE	GENERAL FUND	NON-DEPARTMENTAL	1,911.00
LOS ALAMITOS YOUTH BAS	LOS ALAMITOS YOUTH BASE:RE	GENERAL FUND	NON-DEPARTMENTAL	128.25
MADOKA DINCO	MADOKA DINCO:REFUND	GENERAL FUND	NON-DEPARTMENTAL	217.60
MADOKA DINCO	MADOKA DINCO:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
MERIDETH FAITH	MERIDETH FAITH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	74.00
MERIDETH FAITH	MERIDETH FAITH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
MARKESE FREEMAN	MARKESE FREEMAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
MARKESE FREEMAN	MARKESE FREEMAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
MARGARITA HRISTEVA	MARGARITA HRISTEVA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	38.00
MARGARITA HRISTEVA	MARGARITA HRISTEVA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
MARION LOUGHLAND	MARION LOUGHLAND:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.54
MEGHAN NEWKIRK	MEGHAN NEWKIRK:REFUND	GENERAL FUND	NON-DEPARTMENTAL	55.00
MICHELLE WILSON	MICHELLE WILSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
MICHELLE WILSON	MICHELLE WILSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	152.00
NATALIE BLAND	NATALIE BLAND:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
NATALIE BLAND	NATALIE BLAND:REFUND	GENERAL FUND	NON-DEPARTMENTAL	30.00
NOUR KHAZEM	NOUR KHAZEM:REFUND	GENERAL FUND	NON-DEPARTMENTAL	7.00
NOUR KHAZEM	NOUR KHAZEM:REFUND	GENERAL FUND	NON-DEPARTMENTAL	418.40
NATHAN LOESCH	NATHAN LOESCH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
NATHAN LOESCH	NATHAN LOESCH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	217.60
NANCY MURPHY	NANCY MURPHY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
NATALIE PROCTOR	NATALIE PROCTOR:REFUND	GENERAL FUND	NON-DEPARTMENTAL	20.54
NATALIE PROCTOR	NATALIE PROCTOR:REFUND	GENERAL FUND	NON-DEPARTMENTAL	415.20
NINA REZVANI	NINA REZVANI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
PHUONG HUYNH	PHUONG HUYNH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	135.00
PHUONG HUYNH	PHUONG HUYNH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	41.00
PATRICIA SHADBURN	PATRICIA SHADBURN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
PAMELA SHERWOOD	PAMELA SHERWOOD:REFUND	GENERAL FUND	NON-DEPARTMENTAL	20.54
PAMELA SHERWOOD	PAMELA SHERWOOD:REFUND	GENERAL FUND	NON-DEPARTMENTAL	15.00
PAPARAZZI JEWELRY	PAPARAZZI JEWELRY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
PATRIOT MADE PROJECTS	PATRIOT MADE PROJECTS:REFU	GENERAL FUND	NON-DEPARTMENTAL	50.00
RYAN ARAGON	RYAN ARAGON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	50.00
RONALD DUBAY	RONALD DUBAY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	45.00
RONALD DUBAY	RONALD DUBAY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	65.00
RIZA IN	RIZA IN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
RIZA IN	RIZA IN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	104.00
RON KIRKPATRICK	RON KIRKPATRICK:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
RON KIRKPATRICK	RON KIRKPATRICK:REFUND	GENERAL FUND	NON-DEPARTMENTAL	166.00
ROBIN HERRERA	ROBIN HERRERA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	18.00
ROBIN HERRERA	ROBIN HERRERA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	95.54
ROSEMARY HUMPHREYS	ROSEMARY HUMPHREYS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
REBECCA KLINE	REBECCA KLINE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	20.00
REBECCA KLINE	REBECCA KLINE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	36.00
RACHEL MARTINEZ	RACHEL MARTINEZ:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
REBECCA MEZA	REBECCA MEZA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	44.00
REBECCA MEZA	REBECCA MEZA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	72.00
RYAN RUDMAN	RYAN RUDMAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	14.00
RYAN RUDMAN	RYAN RUDMAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	415.20
ROBBIE STUART	ROBBIE STUART:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
REBECCA SUTHERLAND	REBECCA SUTHERLAND:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.54
REBECCA SUTHERLAND	REBECCA SUTHERLAND:REFUND	GENERAL FUND	NON-DEPARTMENTAL	32.00
REMI TITUS	REMI TITUS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	14.00
ROBERT TOWLE	ROBERT TOWLE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	20.00
ROBERT TOWLE	ROBERT TOWLE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	146.00
STACY FELLING	STACY FELLING:REFUND	GENERAL FUND	NON-DEPARTMENTAL	18.00
			NON-DEPARTMENTAL	51.00

VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
STACY FELLING	GENERAL FUND	NON-DEPARTMENTAL	4.00
SACHA KANG-CHOU	GENERAL FUND	NON-DEPARTMENTAL	82.00
SACHA KANG-CHOU	GENERAL FUND	NON-DEPARTMENTAL	35.00
SANDY MARQUEZ-GONZALEZ	GENERAL FUND	NON-DEPARTMENTAL	26.00
SARAH VILLANUEVA	GENERAL FUND	NON-DEPARTMENTAL	60.00
SANDI CANDIOTTY	GENERAL FUND	NON-DEPARTMENTAL	36.72
SAMANTHA CROSS	GENERAL FUND	NON-DEPARTMENTAL	47.00
SAMANTHA CROSS	GENERAL FUND	NON-DEPARTMENTAL	4.00
SUSAN HAMMER	GENERAL FUND	NON-DEPARTMENTAL	4.54
SANDY KLEIN	GENERAL FUND	NON-DEPARTMENTAL	93.00
SANDY KLEIN	GENERAL FUND	NON-DEPARTMENTAL	9.00
SANDY KLEIN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.54
SUSAN MICHLIN	GENERAL FUND	NON-DEPARTMENTAL	628.00
STEPHANIE MURPHY	GENERAL FUND	NON-DEPARTMENTAL	26.00
STEPHANIE MURPHY	GENERAL FUND	NON-DEPARTMENTAL	44.00
STEPHANIE MURPHY	GENERAL FUND	NON-DEPARTMENTAL	66.00
STEPHANIE MURPHY	GENERAL FUND	NON-DEPARTMENTAL	126.00
SHERI MYERS	GENERAL FUND	NON-DEPARTMENTAL	9.00
SHERI MYERS	GENERAL FUND	NON-DEPARTMENTAL	20.54
SHERI MYERS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	20.50
SHEILA ROSS	GENERAL FUND	NON-DEPARTMENTAL	151.00
SWARNAM SIVANADIYAN	GENERAL FUND	NON-DEPARTMENTAL	13.00
SALMAN SYED	GENERAL FUND	NON-DEPARTMENTAL	152.00
SALMAN SYED	GENERAL FUND	NON-DEPARTMENTAL	8.00
SANDRA TOMOOKA	GENERAL FUND	NON-DEPARTMENTAL	52.00
SANDRA TOMOOKA	GENERAL FUND	NON-DEPARTMENTAL	64.00
SARETH TRICANO	GENERAL FUND	NON-DEPARTMENTAL	28.00
SUSIE TSAI	GENERAL FUND	NON-DEPARTMENTAL	36.00
SUSIE TSAI	GENERAL FUND	NON-DEPARTMENTAL	7.00
TABITHA KOMATHY	GENERAL FUND	NON-DEPARTMENTAL	40.00
TABITHA KOMATHY	GENERAL FUND	NON-DEPARTMENTAL	8.00
TAMI MALLETT	GENERAL FUND	NON-DEPARTMENTAL	40.00
TERE QUINTANILLA	GENERAL FUND	NON-DEPARTMENTAL	8.00
TERE QUINTANILLA	GENERAL FUND	NON-DEPARTMENTAL	50.00
TRISTAN SIMPSON	GENERAL FUND	NON-DEPARTMENTAL	76.00
TRISTAN SIMPSON	GENERAL FUND	NON-DEPARTMENTAL	9.00
TERRIE WILLIAMS	GENERAL FUND	NON-DEPARTMENTAL	220.80
TERRIE WILLIAMS	GENERAL FUND	NON-DEPARTMENTAL	4.00
TUTORING CLUB	GENERAL FUND	NON-DEPARTMENTAL	267.00
URSULA KINGSBURY	GENERAL FUND	NON-DEPARTMENTAL	4.00
URSULA KINGSBURY	GENERAL FUND	NON-DEPARTMENTAL	20.00
VANNA GELINAS	GENERAL FUND	NON-DEPARTMENTAL	36.00
VANNA GELINAS	GENERAL FUND	NON-DEPARTMENTAL	7.00
VICTORIA BEDROSIAN	GENERAL FUND	NON-DEPARTMENTAL	50.00
VICTORIA BEDROSIAN	GENERAL FUND	NON-DEPARTMENTAL	76.00
VICTORIA NAKABAYASHI	GENERAL FUND	NON-DEPARTMENTAL	9.00
WENDIE RITCHSON	GENERAL FUND	NON-DEPARTMENTAL	220.80
WENDIE RITCHSON	GENERAL FUND	NON-DEPARTMENTAL	4.00
WE CARE	GENERAL FUND	NON-DEPARTMENTAL	267.00
YOUZARSIF BUTT	GENERAL FUND	NON-DEPARTMENTAL	4.00
YOUZARSIF BUTT	GENERAL FUND	NON-DEPARTMENTAL	20.00
YESENIA AKERS	GENERAL FUND	NON-DEPARTMENTAL	36.00
YUHONG CONG	GENERAL FUND	NON-DEPARTMENTAL	7.00
YAYOI SHIGEKUNI	GENERAL FUND	NON-DEPARTMENTAL	50.00
YAYOI SHIGEKUNI	GENERAL FUND	NON-DEPARTMENTAL	215.20
TOM RUTHERFORD	GENERAL FUND	NON-DEPARTMENTAL	4.00
CAROLYN KIRKLAND	GENERAL FUND	NON-DEPARTMENTAL	110.00
	GENERAL FUND	NON-DEPARTMENTAL	20.50
	GENERAL FUND	NON-DEPARTMENTAL	125.00
	GENERAL FUND	NON-DEPARTMENTAL	8.00
	GENERAL FUND	NON-DEPARTMENTAL	100.00
	GENERAL FUND	SPECIAL EVENTS	250.00
	SELF INSURANCE TRU	INSURANCE	19,671.92
		TOTAL:	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MOORE, IACOFANO & GOLTSMAN, INC.	ZONING CODE	GENERAL FUND	PLANNING	1,177.44
			TOTAL:	1,177.44
OMEGA INDUSTRIAL SUPPLY, INC.	GRAFFITI REMOVER(2 CASES)	GENERAL FUND	STREET MAINTENANCE	967.47
			TOTAL:	967.47
OUR LOS AL	OUR LOS AL	GENERAL FUND	CITY COUNCIL	416.67
	OUR LOS AL	GENERAL FUND	LOS ALAMITOS TV	833.33
	OUR LOS AL	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
			TOTAL:	2,083.33
PACIFIC TELEMANAGEMENT SERVICES	POLICE PAY PHONE- APRIL 20	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
			TOTAL:	43.00
PAK WEST PAPER & PACKAGING	SUPPLIES-PW JANITORIAL	GENERAL FUND	BUILDING MAINTENANCE	1,285.57
			TOTAL:	1,285.57
PRINTMASTERS	COVID 19 SHINING STARS BANN	GENERAL FUND	RECREATION ADMINISTRAT	1,750.94
	COVID-19 SHINING STARS POS	GENERAL FUND	RECREATION ADMINISTRAT	980.53
			TOTAL:	2,731.47
RCS INVESTIGATIONS & CONSULTING, LLC	ADMIN INVEST. AND TRANSCRI	GENERAL FUND	NON-DEPARTMENTAL	2,600.00
	ADMIN INVEST. AND TRANSCRI	GENERAL FUND	NON-DEPARTMENTAL	3,470.00
			TOTAL:	6,070.00
REDFLEX TRAFFIC SYSTEMS, INC.	FEB. 2020- KATELLA, BLOOMF	GENERAL FUND	TRAFFIC	9,687.05
			TOTAL:	9,687.05
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	SUN SAFETY HATES (2)	GENERAL FUND	STREET MAINTENANCE	24.24
			TOTAL:	24.24
SOUTHERN CALIFORNIA GAS	3614 FENLEY DR.	GENERAL FUND	STREET MAINTENANCE	16.27
			TOTAL:	16.27
SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	STREET MAINTENANCE	13,769.54
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	193.61
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	45.43
			TOTAL:	14,008.58
SOUTHERN CALIFORNIA GAS	3191 KATELLA	GENERAL FUND	BUILDING MAINTENANCE	194.74
	10911 OAK ST	GENERAL FUND	BUILDING MAINTENANCE	150.72
			TOTAL:	345.46
SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	19.92
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	2,104.59
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	1,393.21
			TOTAL:	3,517.72
SPARKLETT'S DRINKING WATER	SPARKLETT'S DRINKING WATER	GENERAL FUND	BUILDING MAINTENANCE	302.99
			TOTAL:	302.99
ST. OF CALIFORNIA DEPT. OF JUSTICE	NON-EMPLOYEE FINGERPRINT	GENERAL FUND	NON-DEPARTMENTAL	32.00
			TOTAL:	32.00
SY NURSERY	PLANTS FOR COMMUNITY CENTE	GENERAL FUND	PARK MAINTENANCE	137.97
			TOTAL:	137.97

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NANCY K. BOHL INCORPORATED	CONTRACT SERVICE:MARCH 202	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	CITY MANAGER	1,393.66
	PHONE SERVICE	GENERAL FUND	CITY MANAGER	79.98
	CABLE SERVICE: 4/2/20-5/1/	GENERAL FUND	COMMUNICATIONS TECHNOL	130.56
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	465.06
			TOTAL:	2,069.26
U. S. BANK	SENIORS-DINE AND DOUGH SUP	GENERAL FUND	NON-DEPARTMENTAL	59.94
	SENIORS-DINE AND DOUGH-FLA	GENERAL FUND	NON-DEPARTMENTAL	53.88
	SENIORS-DINE AND DOUGH SUP	GENERAL FUND	NON-DEPARTMENTAL	114.50
	SENIORS-DINE AND DOUGH-AME	GENERAL FUND	NON-DEPARTMENTAL	215.28
	SENIOR-DINE AND DOUGH SUPP	GENERAL FUND	NON-DEPARTMENTAL	50.13
	SENIORS-DINE AND DOUGH- BO	GENERAL FUND	NON-DEPARTMENTAL	164.60
	SENIORS-DINE AND DOUGH- EL	GENERAL FUND	NON-DEPARTMENTAL	205.64
	SENIORS-DINE AND DOUGH SUP	GENERAL FUND	NON-DEPARTMENTAL	68.94
	SENIORS-DINE AND DOUGH-DEL	GENERAL FUND	NON-DEPARTMENTAL	122.21
	TALYN CLEANERS- CHAMBER TA	GENERAL FUND	CITY COUNCIL	30.00
	PECTIOUS LIFE AFFAIR- DOBY	GENERAL FUND	CITY COUNCIL	100.00
	PECTIOUS LIFE AFFAIR- GROSE	GENERAL FUND	CITY COUNCIL	100.00
	LANYARD FOR CITY ID CARDS	GENERAL FUND	CITY COUNCIL	168.83
	BADGE REEL FOR CITY ID CAR	GENERAL FUND	CITY COUNCIL	74.48
	ILLUSTRATOR SUBSCRIPTION	GENERAL FUND	CITY MANAGER	33.99
	OC REGISTER SUBSCRIPTION	GENERAL FUND	CITY MANAGER	10.00
	TRAINING COVID-19	GENERAL FUND	CITY MANAGER	75.00
	ZOOM SERVICE-03/2020-03/20	GENERAL FUND	CITY MANAGER	149.90
	COPY PAPER	GENERAL FUND	CITY MANAGER	208.24
	UPGRADE WEBSITE STORAGE-1M	GENERAL FUND	CITY MANAGER	80.00
	COPY PAPER	GENERAL FUND	ADMINISTRATIVE SERVICE	208.25
	POCKET BADGE HOLDER	GENERAL FUND	POLICE ADMINISTRATION	49.59
	OFFICE CHAIR	GENERAL FUND	POLICE ADMINISTRATION	130.49
	VECTOR IMAGE OF PATCH	GENERAL FUND	POLICE ADMINISTRATION	20.00
	COPY PAPER	GENERAL FUND	POLICE ADMINISTRATION	208.24
	BI-FOLD BADGE HOLDER	GENERAL FUND	POLICE ADMINISTRATION	30.56
	REFUND BI-FOLD BADGE HOLDE	GENERAL FUND	POLICE ADMINISTRATION	24.11-
	CERTIFICATE HOLDER	GENERAL FUND	POLICE ADMINISTRATION	54.91
	REFUND FOR HOTEL	GENERAL FUND	POLICE ADMINISTRATION	180.48-
	NAMEPLATES	GENERAL FUND	POLICE ADMINISTRATION	44.59
	CELEBRATORY CAKE	GENERAL FUND	POLICE ADMINISTRATION	18.99
	DFOS COURSE (2)	GENERAL FUND	POLICE ADMINISTRATION	9.20
	DFOS COURSE (2)	GENERAL FUND	POLICE ADMINISTRATION	9.20
	PUBLIC SAFETY SUMMIT 2020	GENERAL FUND	POLICE ADMINISTRATION	139.00
	REFUND COURSE EMBASSY CONS	GENERAL FUND	POLICE ADMINISTRATION	225.00-
	REFUND COURSE EMBASSY CONS	GENERAL FUND	POLICE ADMINISTRATION	225.00-
	COURSE REFUND EVENT BRITE	GENERAL FUND	POLICE ADMINISTRATION	223.00-
	PUSH PINS& HAND SANITIZER	GENERAL FUND	PATROL	34.26
	PURELL HAND SANITIZER	GENERAL FUND	PATROL	145.08
	PAWS WIPES	GENERAL FUND	PATROL	93.12
	HAND SANITIZER	GENERAL FUND	PATROL	94.66
	SMEAD FILE JACKETS	GENERAL FUND	PATROL	31.96
	REFUND HAND SANITIZER	GENERAL FUND	PATROL	31.18-
	HAND SANITIZER REFILL	GENERAL FUND	PATROL	42.40
	TOMBOW CORRECTION TAPE	GENERAL FUND	PATROL	30.98
	KLEENEX	GENERAL FUND	PATROL	28.54
	REFUND PURELL HAND SANITIZ	GENERAL FUND	PATROL	42.40-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	REFUND PURELL HAND SANITIZ	GENERAL FUND	PATROL	145.08-
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	44.99
	HDMI ADAPTER	GENERAL FUND	PATROL	17.21
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	36.78
	HAND SANITIZER & WIPES	GENERAL FUND	PATROL	616.26
	SPIRAL STENO PADS	GENERAL FUND	PATROL	40.92
	VEHICLE REPAIRS	GENERAL FUND	PATROL	424.42
	VEHICLE REPAIRS	GENERAL FUND	PATROL	89.95
	BOSTITCH ELECTRIC STAPLER	GENERAL FUND	INVESTIGATION	31.94
	SMEAD FILE JACKETS	GENERAL FUND	RECORDS	34.47
	SMEAD FILE JACKETS	GENERAL FUND	RECORDS	31.96
	SMEAD FILE JACKETS	GENERAL FUND	RECORDS	31.96
	N95 MASKS	GENERAL FUND	EMERGENCY PREPAREDNESS	178.34
	SUPPLIES-COMM DEV.	GENERAL FUND	COMMUNITY DEVEL ADMIN	14.87
	COPY PAPER	GENERAL FUND	COMMUNITY DEVEL ADMIN	208.24
	SUPPLIES-PLANNING	GENERAL FUND	PLANNING	24.34
	SUPPLIES-PW	GENERAL FUND	PUBLIC WORKS ADMIN	11.30
	COPY PAPER	GENERAL FUND	PUBLIC WORKS ADMIN	208.25
	GRAFFITI REMOVER	GENERAL FUND	STREET MAINTENANCE	143.45
	DRINKING FOUNTAIN-COTTONWO	GENERAL FUND	PARK MAINTENANCE	1,012.85
	FLOWERS FOR COMM CENTER	GENERAL FUND	PARK MAINTENANCE	187.91
	COMPREHENSIVE COURSE-MAINT	GENERAL FUND	BUILDING MAINTENANCE	399.00
	PLEXGLASS AND PARTS FOR PD	GENERAL FUND	BUILDING MAINTENANCE	210.19
	METAL FOR PRESCHOOL GATES	GENERAL FUND	BUILDING MAINTENANCE	141.58
	METAL FOR PRESCHOOL GATES	GENERAL FUND	BUILDING MAINTENANCE	24.51
	PAINT FOR PRESCHOOL GATE	GENERAL FUND	BUILDING MAINTENANCE	30.31
	PARTS FOR PRESCHOOL GATE	GENERAL FUND	BUILDING MAINTENANCE	36.74
	CARPET SHAMPOO/CLOROX	GENERAL FUND	BUILDING MAINTENANCE	19.87
	CARPET STEAM CLEANER	GENERAL FUND	BUILDING MAINTENANCE	50.00
	CREDIT CARPET STEAM CLEANE	GENERAL FUND	BUILDING MAINTENANCE	15.52-
	COPY PAPER	GENERAL FUND	RECREATION ADMINISTRA	208.25
	OFFICE SUPPLIES-EMERGENCY	GENERAL FUND	RECREATION ADMINISTRA	1,323.47
	OFFICE SUPPLIES-EMERGENCY	GENERAL FUND	RECREATION ADMINISTRA	35.29
	OFFICE SUPPLIES-EMERGENCY	GENERAL FUND	RECREATION ADMINISTRA	21.77
	LUNCH AT CPRS CONFERENCE	GENERAL FUND	RECREATION ADMINISTRA	219.29
	OFFICE SUPPLIES-EMERGENCY	GENERAL FUND	RECREATION ADMINISTRA	658.49
	OFFICE SUPPLIES-EMERGENCY	GENERAL FUND	RECREATION ADMINISTRA	101.21
	OFFICE SUPPLIES-EMERGENCY	GENERAL FUND	RECREATION ADMINISTRA	144.39
	LOS AL CHAMBER OF COMM. BR	GENERAL FUND	RECREATION ADMINISTRA	25.00
	ARMARK SERVICES-CC	GENERAL FUND	RECREATION ADMINISTRA	119.88
	OFFICE SUPPLIES-INDOOR FLA	GENERAL FUND	RECREATION ADMINISTRA	170.91
	OFFICE SUPPLIES-FLAGS	GENERAL FUND	RECREATION ADMINISTRA	1,111.55
	OFFICE SUPPLIES-INDOOR FLA	GENERAL FUND	RECREATION ADMINISTRA	88.64
	OFFICE SUPPLIES-SIGNAGE	GENERAL FUND	RECREATION ADMINISTRA	35.86
	OFFICE SUPPLIES-NAME PLATE	GENERAL FUND	RECREATION ADMINISTRA	36.32
	MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRA	269.00
	APPLE	GENERAL FUND	RECREATION ADMINISTRA	2.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRA	19.36
	FACILITY RENTALS-DRY CLEAN	GENERAL FUND	COMMUNITY SERVICES	21.00
	YOUTH BASEBALL-SUPPLIES	GENERAL FUND	SPORTS	771.65
	ADULT SOCCER-SUPPLIES	GENERAL FUND	SPORTS	128.44
	ADULT SOCCER-SUPPLIES	GENERAL FUND	SPORTS	38.51
	SPECIAL INTERNET CLASS-SUP	GENERAL FUND	SPECIAL CLASSES	248.40
	SPECIAL INTERNET CLASS-SUP	GENERAL FUND	SPECIAL CLASSES	30.58
	SPECIAL INTERNET CLASS-SUP	GENERAL FUND	SPECIAL CLASSES	38.76
	PRESCHOOL-SUPPLIES	GENERAL FUND	SPECIAL CLASSES	58.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNDERGROUND SERVICE ALERT OF SO CAL	PRESCHOOL-SUPPLIES	GENERAL FUND	SPECIAL CLASSES	20.45
	WEEKEND OF ART- SUPPLIES	GENERAL FUND	SPECIAL EVENTS	174.28
	WEEKEND OF ART- SUPPLIES	GENERAL FUND	SPECIAL EVENTS	113.69
	WEEKEND OF ART- SUPPLIES	GENERAL FUND	SPECIAL EVENTS	120.50
	SPRING CARNIVAL-SUPPLIES	GENERAL FUND	SPECIAL EVENTS	135.60
	SPRING CARNIVAL-SUPPLIES	GENERAL FUND	SPECIAL EVENTS	14.24
	SPRING CARNIVAL -SUPPLIES	GENERAL FUND	SPECIAL EVENTS	670.76
	RACE ON THE BASE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	12.20
	RACE ON THE BASE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	4.60
	RACE ON THE BASE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	6.79
	PARTNERSHIP PROGRAM-SUPPLI	GENERAL FUND	SPECIAL EVENTS	55.00
	PARTNERSHIP PROGRAM-SUPPLI	GENERAL FUND	SPECIAL EVENTS	8.24
	SPECIAL EVENTS- RACE MEDAL	GENERAL FUND	SPECIAL EVENTS	300.00
	PARTNERSHIP PROGRAM-SUPPLI	GENERAL FUND	SPECIAL EVENTS	183.30
	MOTOR OIL.	GARAGE FUND	GARAGE	18.31
	PARTS TO REPAIR GENERATOR	GARAGE FUND	GARAGE	60.84
	ADAPTER FOR MEGAN'S COMPUT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	45.31
	ADAPTER FOR MEGAN'S COMPUT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	16.24
	TOTAL:			14,587.78
	LSA01 NEW TICKET CHARGES (1	GENERAL FUND	STREET MAINTENANCE	41.35
	LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	16.29
	TOTAL:			57.64
V & V MANUFACTURING, INC.	CHANGE BADGE & CORPORAL BA	GENERAL FUND	PATROL	58.51
	TOTAL:			58.51
VERIZON WIRELESS	VERIZON WIRELESS	GENERAL FUND	CITY MANAGER	78.31-
	VERIZON WIRELESS	GENERAL FUND	PATROL	76.18
	VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	30.02
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	257.40
VOYAGER FLEET SYSTEMS, INC.	TOTAL:			285.29
	FUEL	GARAGE FUND	GARAGE	5,517.61
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	289.15-
	TOTAL:			5,228.46
WAXIE'S ENTERPRISES INC.	URINAL SCREEN FOR COUNCIL	GENERAL FUND	BUILDING MAINTENANCE	225.36
	TOTAL:			225.36

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	110,023.25		
28	LOS ALAMITOS TV	833.33		
40	PARK DEVELOPMENT	3,500.00		
50	GARAGE FUND	5,515.80		
53	TECHNOLOGY REPLACEMENT	61.55		
54	SELF INSURANCE TRUST	250.00		
	GRAND TOTAL:	120,183.93		

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/22/2020 THRU 4/22/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Sort
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 04/22/20
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNITED STATES POSTMASTER	POSTAGE FOR BROCHURE POSTC GENERAL FUND		RECREATION ADMINISTRATION	2,075.00
			TOTAL:	2,075.00

===== FUND TOTALS =====
10 GENERAL FUND 2,075.00

GRAND TOTAL: 2,075.00

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/23/2020 THRU 4/23/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Sort
DESCRIPTION: Distribution
GL ACCIS: NO
REPORT TITLE: WARRANTS 04/23/20
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – April 20, 2020

1. CALL TO ORDER

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

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Robert Acosta, Emergency Services Coordinator
Michael Daudt, City Attorney
Chris Kelley, City Engineer
Craig Koehler, Interim Finance Director
Emeline Noda, Recreation Manager
Ron Noda, Acting Deputy City Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Leslie Roseberry, Interim Development Services Director
Chelsi Wilson, Executive Assistant/Benefits Coordinator

3. INVOCATION

Council Member Doby gave the Invocation.

5. ORAL COMMUNICATIONS

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

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

Mayor Murphy opened Oral Communications.

City Clerk Quintanar advised of the current process for public comments and stated no comments were received.

Mayor Murphy closed Oral Communications.

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 Doby encouraged the community to stay positive and reassured everyone these circumstances are temporary.

Council Member Hasselbrink spoke regarding Orange County Fire Authority and its response to COVID-19 and her participation in distributing a donation from Hortencia's to the Police department, Fire department, Los Alamitos Medical Center, and Alamitos West.

Council Member Grose spoke regarding attendance in Staff briefings on March 24, April 6 and April 13; League of California Cities Policy Committee webinar on April 2; California Local Elected Officials webinar on April 16; White House Conference call for County and Local elected Officials on April 15; and encouraged participation in the Red, White, Blue, and You program.

Mayor Pro Tem Chirco spoke regarding the Budget Standing Committee and thanked the Community and Staff for coming together during these times. He thanked the Recreation and Community Services Staff for hosting events, like the Los Al Zoo, and spoke regarding the Highland Easter social distance event.

Mayor Murphy thanked Staff for their hard work and encouraged the community to buy local. He stated he attends the weekly phone conference with Orange County Mayors and Supervisor Steel's Friday morning updates. He encouraged the community to stay positive.

7. ITEMS FROM THE CITY MANAGER

City Manager Simmons gave an update on the City's emergency status. Department Directors provided an update regarding their departments.

8. WARRANTS

Motion/Second: Hasselbrink/Chirco

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

ROLL CALL

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

Motion/Second: Grose/Chirco

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

ROLL CALL

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

A. Approval of Minutes (City Clerk)

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

B. Extension of Professional Services Agreement with Clear Channel Inc.

(City Clerk)

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

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

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

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

The City Council:

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

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

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

The City Council:

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

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

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

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

10. DISCUSSION ITEM

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

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

City Manager Simmons summarized the Staff report. Interim Director Koehler gave a PowerPoint presentation and answered questions from the City Council.

City Council and Staff discussed the CalPERS obligation, rapidly changing budget circumstances, and upcoming Fiscal Year 2020/21 budget schedule.

The City Council reviewed the General Fund projection and financial update for the Fiscal Year 2019-20.

Motion/Second: Murphy/Hasselbrink

Unanimously Carried: The City Council adjourned the meeting to May 4, 2020 at 5:00 p.m. for the purposes of holding an Adjourned Regular meeting.

ROLL CALL

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

11. ADJOURNMENT

The City Council adjourned at 7:07 p.m. to May 4, 2020 at 5:00 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

ADJOURNED REGULAR MEETING – May 4, 2020

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 5:00 p.m., Monday, May 4, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended telephonically.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Ron Noda, Acting Deputy City Manager
Windmera Quintanar, MMC, City Clerk

3. INVOCATION

Council Member Grose gave the Invocation.

4. ORAL COMMUNICATIONS

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

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

Mayor Murphy opened Oral Communications.

City Clerk Quintanar advised written comments were received before the deadline. Comments were provided to Council and made available on the website. One request to speak was received to speak on item 7A.

Mayor Murphy closed Oral Communications.

5. COUNCIL ANNOUNCEMENTS

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

Council Member Doby advised she'd be following up with Orange County Vector and Mosquito and Control District regarding the "murder hornets" and reported gnat issue.

Council Member Grose advised he had been attending various Zoom meetings.

Mayor Pro Tem Chirco advised the Budget Standing Committee has been meeting regarding the budget.

Mayor Murphy advised he has been attending Zoom meetings with various Mayor Groups and Supervisor Steele.

6. ITEMS FROM THE CITY MANAGER

None.

7. ORDINANCE

A. Repeal of Ordinance No. 2018-03 (City Attorney)

The proposed ordinance would repeal Ordinance No. 2018-03 and remove Chapter 9.30 from the Los Alamitos Municipal Code.

Mayor Murphy opened the item for public comment.

Reverend Sam Pullen spoke in support of repealing Ordinance 2018-03.

Mayor Murphy closed the item for public comment.

Motion/Second: Chirco/Murphy

Unanimously Carried: The City Council:

1. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2020-05; and,
2. City Attorney Daudt read the title of Ordinance No. 2020-05, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REPEALING ORDINANCE NO. 2018-03 AND REMOVING CHAPTER 9.30 FROM THE LOS ALAMITOS MUNICIPAL CODE"

ROLL CALL

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

8. CLOSED SESSION

City Attorney Daudt read the items aloud.

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Los Alamitos Police Officers Association
Authority: Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Unrepresented Employees: Executive Management, Middle Management
and Non-Management Employees
Authority: Government Code Section 54957.6

RECESS

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

RECONVENE

The City Council reconvened in Adjourned Regular session at 5:28 p.m.

City Attorney Daudt stated there was no reportable action.

Motion/Second: Murphy/Doby

Unanimously Carried: The City Council adjourned the meeting to May 11, 2020 at 5:00 p.m. for the purposed of holding an adjourned regular meeting.

9. ADJOURNMENT

The City Council adjourned at 5:28 p.m. to May 11, 2020 at 5:00 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

ADJOURNED REGULAR MEETING – May 11, 2020

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 5:13 p.m., Monday, May 11, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended telephonically.

City Clerk Quintanar advised the meeting ID number was incorrect and announced the correct meeting ID. She stated three requests to speak were received. She contacted each member and provided the new meeting ID number via phone and email and the new number was posted on the website.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Ron Noda, Acting Deputy City Manager
Windmera Quintanar, MMC, City Clerk

3. PLEDGE OF ALLEGIANCE

Mayor Murphy led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Chirco gave the Invocation.

5. ORAL COMMUNICATIONS

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

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

timer. The speaker's microphone will automatically be disabled at the end of three minutes.

Mayor Murphy opened Oral Communications.

City Clerk Quintanar announced the meeting ID number and advised there were two members of the public participating who requested to address the Council.

Reverend Sam Pullen and Seymour Helligar spoke in favor of item 8A.

Mayor Murphy closed Oral Communications.

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 Doby advised Orange County Mosquito and Vector Control District had advised staff the gnat issue would begin to fade once the weather warmed up.

7. ITEMS FROM THE CITY MANAGER

None.

8. CONSENT CALENDAR

Motion/Second: Murphy/Doby

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

ROLL CALL

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

A. Repeal of Ordinance No. 2018-03 (City Attorney)

The proposed ordinance would repeal Ordinance No. 2018-03 and remove Chapter 9.30 from the Los Alamitos Municipal Code. The City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2018-03 at its Adjourned Regular meeting on May 4, 2020.

The City Council adopted Ordinance No. 2020-05, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REPEALING ORDINANCE NO. 2018-03 AND REMOVING CHAPTER 9.30 FROM THE LOS ALAMITOS MUNICIPAL CODE"

9. ADJOURNMENT

The City Council adjourned at 5:23 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 9B

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

Presented By: Chet Simmons, City Manager

Subject: Workers Compensation Claims Administration Professional Services Agreement Amendment No. 2

SUMMARY

The purpose of the report is to approve Amendment No. 2 to the Professional Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City's self-insured workers' compensation program and extend the term to June 30, 2021.

RECOMMENDATIONS

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City's self-insured workers' compensation program, extending the term to June 30, 2021.

BACKGROUND

The City first contracted with Intercare Holdings Insurance Services, Inc. on July 18, 2016. In June of 2019, the City amended the agreement to extend its term. The agreement will expire on June 30, 2020 unless amended. Staff requests a one-year extension of the agreement.

DISCUSSION

The proposed amendment would extend the term of the Professional Services Agreement with Intercare Holdings Insurance Services, Inc., for an additional one year period through June 30, 2021. All other terms and conditions of the agreement would remain unchanged.

FISCAL IMPACT

Sufficient funds have been included in the Proposed Fiscal Year 2020/21 Budget for Third-Party Claims Administration.

Submitted by: Chelsi A. Wilson, Executive Assistant to the City Manager
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments:

- 1. Professional Services Agreement – Intercare Holdings Insurance, Inc.*
- 2. Professional Services Agreement Amendment No. 1 – Intercare Holdings Insurance, Inc.*
- 3. Professional Services Agreement Amendment No. 2 – Intercare Holding Insurance, Inc.*

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
Intercare Holding Insurance Services, Inc.

This Amendment No. 2 to Professional Services Agreement (“Second Amendment”) is made and entered into on this 1 day of July, 2020 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Intercare Holdings Insurance Services, Inc. (“Firm”).

RECITALS

A. City and Firm entered into that certain Professional Services Agreement for Third-Party Administration Services for its Self-Insured Workers’ Compensation Program services on July 1, 2016 (“Original Agreement”), which is incorporated herein by this reference.

B. City and Firm entered into that certain Amendment No. 1 to Professional Services Agreement on July 1, 2019 to extend the term of the Original Agreement through June 30, 2020 (“First Amendment”).

C. The Original Agreement and the First Amendment are collectively referred to herein as the “Agreement”.

D. City and Firm desire to amend the Agreement to extend the term for an additional one-year period,, subject to the terms and provisions of this Second Amendment.

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

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

“[3.4] “Expiration Date”:

“Expiration Date”: June 30, 2021.”

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

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

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Second Amendment as of the date first written above.

“City”

City of Los Alamitos

By: _____
Richard Murphy
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

Firm

Intercare Holdings Insurance Services, Inc.

By: _____
Agnes Hoeberling
President and CEO

By: _____
Don Nguyen
Chief Financial Officer

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
Intercare Holding Insurance Services, Inc.

This Amendment No. 1 to Consulting Services Agreement (“Amendment”) is made and entered into on this 1 day of July, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Intercare Holdings Insurance Services, Inc, a Consultant, (“[Firm *or* Consultant]”).

RECITALS

A. City and Consultant entered into that certain [Professional] Services Agreement for Third-Party Administration Services for its Self-Insured Workers’ Compensation Program services on July 1, 2016 (“Agreement”), which is incorporated herein by this reference.

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

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

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

“[3.4] “Expiration Date”:

“Expiration Date”: June 30, 2020.”

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

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

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

"City"

City of Los Alamitos

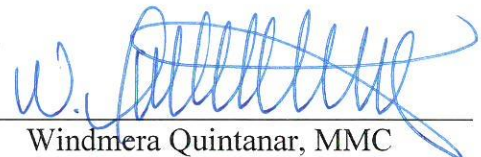
By: 
Warren Kusumoto
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By: 
Michael S. Daudt
City Attorney

ATTEST:

By: 
Windmera Quintanar, MMC
City Clerk

Consultant

Intercare Holdings Insurance Services, Inc.

By: 
Agnes Hoeberling
President

By: 
Cheryl Mandich
Corporate Controller

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Intercare Holdings Insurance Services, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a municipal corporation ("City"), and Intercare Holdings Insurance Services, Inc. ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: to provide Third-Party Administration Services for its Self-Insured Workers' Compensation Program.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": July 1, 2016.
- 3.4 "Expiration Date": June 30, 2019.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below. Upon approval by the City Council, the term may be extended by up to two years at the City's sole election.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the amounts specified in Exhibit B unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall assign one project administrator who has direct responsibility for management of Consultant's performance under this Agreement, and any change in such designated project administrator shall require the prior written consent of City.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify Consultant in writing of

any disputed amounts included on the invoice. Within thirty calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim, provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.

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

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its

operation are insureds. Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or that described Insurance Services Office Commercial General Liability coverage (“occurrence”) Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage.

- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 “any auto”, or Code 2 “owned autos” and Endorsement CA 0025. Coverage shall also include Code 8 “hired autos” and Code 9 “nonowned autos.”
- 11.1.3 Worker’s Compensation insurance if and as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the City’s Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been

renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.

- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Jason Al-Imam
Telephone: (562) 431-3538 x222
Facsimile: (562) 493-0678

If to Consultant:
Intercare Holdings Insurance Services, Inc.
Agnes Hoeberling
Chief Operating Officer
6020 W. Oaks Blvd. Suite 100
Rocklin, CA 95765
Telephone: (916) 677-4359

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

16. SURVIVING COVENANTS

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

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. PREVAILING WAGE LAW

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

19. GENERAL PROVISIONS

- 19.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry,

age, physical or mental disability medical condition or any other unlawful basis.

- 19.3 The captions appearing at the commencement of the sections hereof, and in any sub-paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or

provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

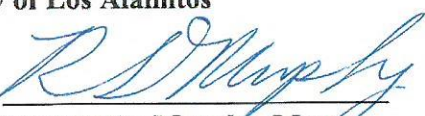
19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

"City"

City of Los Alamitos

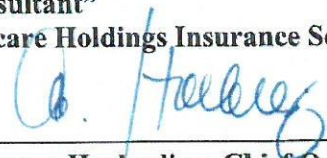
By: 

Richard D. Murphy, Mayor

Date: 6/22/16

"Consultant"

Intercare Holdings Insurance Services, Inc.

By: 

Agnes Hoeberling, Chief Operating Officer

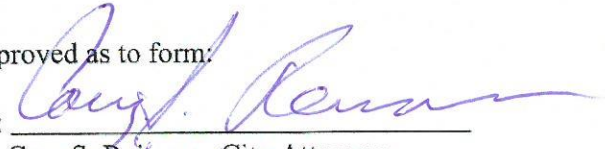
Date: 6/10/16

Attest:

By: 

Windmera Quintanar, CMC, City Clerk

Approved as to form:

By: 

Cary S. Reisman, City Attorney

Date: 6/22/16

EXHIBIT A SCOPE OF SERVICES

CSAC-EIA claims administration standards and reporting and reimbursement procedures as well as the following performance standards make up the minimum requirements and level of service to be provided by the TPA in delivering claims administration services and related activities to the City. The TPA agrees to incorporate for no additional charge all CSAC-EIA standard updates that may occur during the contract period. The TPA agrees that all duties and responsibilities contained within this scope of work will be provided to the City at no additional cost beyond the proposed fees unless otherwise specifically noted herein and agreed to by both parties.

CSAC-EIA's Claims Administration Guidelines in **Attachment 1** shall be followed. If the City changes Workers' Compensation carriers, the TPA shall follow claims administration standards/reporting/reimbursement procedures of new excess carrier. In addition, the City requires:

1. Claim File Set Up

Upon receipt of the Employer's Report of Occupational Injury or Illness, the TPA will prepare an individual claim file based on CSAC-EIA guidelines. The claim file shall be available to the City, including their representatives, claims auditors and agents for inspection, and contain all medical and factual information on each claim reported.

2. Customer Service

The City requires that the TPA provide exceptional customer service to all injured workers. TPA shall reply to all inquiries made by injured workers in a timely, accurate and professional manner.

3. Employer Contact

Upon TPA's receipt of injury/illness from sources other than the City, the TPA shall notify the City and mail the injured employee a DWC-1 within 24 hours.

TPA shall follow-up with the City on all new injuries/illness within two (2) business days to initiate an initial and meaningful investigation, if required. All contacts shall be documented within the claim notes.

When a claim reaches one-half (1/2) of the City self-insured retention (SIR), the TPA shall report to the City every quarter regarding the status of the claim. Such report shall include a current status of the claim, the examiner's plan of action for future handling of the claim, and the current paid to date and total incurred amounts listed by indemnity, medical and expense categories.

The TPA shall notify the City immediately upon notice of an injured worker's hospitalization as a result of the work injury regardless of the date of injury. Such contact with the City shall be clearly documented in the claim file.

4. Employee Contact

In all non-litigated, lost-time cases, where the employee has not returned to work, telephone or personal contact by the examiner will be established with the injured employee within two (2) business days of receipt of notice of claim. Such contact will continue as often as necessary, but at least monthly. Such contact with the employee shall be clearly documented in the claim file.

Returned phone calls to employees will be accomplished within one (1) business day. Same day is preferable. All written correspondence from employees will be responded to within five (5) calendar days of receipt.

5. Compensability

The TPA shall first notify the City to delay or deny a claim. The City's authorization shall be clearly documented in the applicable claim file or in the computer system. The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and clearly documented in the file in compliance with CSAC-EIA guidelines and/or within fourteen (14) calendar days of the receipt of the notification of the loss.

6. Investigations

The TPA shall promptly initiate investigation of issues identified as material to potential litigation. The City shall be alerted to the need for an outside investigation as soon as possible and before the investigation and/or surveillance is initiated. The City shall be kept informed on the scope and results of all investigations. All activities shall be clearly documented in the claim file.

7. Settlements

The TPA shall obtain the City's authorization on all settlements. The TPA or defense counsel shall forward settlement proposals to the City in a form acceptable to the City. All requests for settlement authority shall be clear and concise and include a written claim analysis, estimate of permanent disability, and the defense counsel's comments and recommendations. If the settlement exceeds the City's self-insured retention, the written settlement proposal shall also be directed to the excess carrier or designated representative to provide authority in addition to the City's authority.

8. Subrogation

The TPA will pursue all subrogation involving responsible third-parties and work closely with City staff to resolve subrogation issues. The TPA is not authorized to file litigation without first receiving consent of the City. The City must approve all settlements. TPA is responsible for protecting any and all statutes of limitation and must notify City staff in writing no later than sixty (60) days prior to expiration of the statute. The City retains the right to handle any subrogation issue it deems appropriate. The City requires copies of all subrogation correspondence.

9. Litigated Cases

The TPA shall notify the City of all litigation and prior to the assignment of defense counsel. The TPA shall provide the City with copies of all legal correspondence. The City shall have the right to approve or reject assigned defense counsel.

The City must pre-approve all settlements or structured settlements prior to entering into any settlement discussions with claimants or applicant attorneys.

10. Fraudulent Claims

The City's Benefits Coordinator and/or Administrative Services Director shall be notified of all claims involving potential fraud and must authorize the TPA to initiate fraud investigation activities when such activities are determined necessary.

11. Claims and Medical Reporting

The TPA will provide monthly statistical data/reports - content to be established between the TPA and the City. The TPA will provide other special reports required of the City including, but not limited to, loss trend reports, claim abstract reports, reports required by actuaries, excess insurance carriers, etc., provided that such reports do not require data elements that have not previously been collected by the TPA. If new programming is required in order to provide such reports, the TPA shall pay at its own expense for new or special programming costs.

The TPA on behalf of the City, shall prepare and file all reports, forms and other documents in a timely manner which are now or will be required by the State of California or other governmental agencies relating to workers' compensation claims, medical payments, etc., including but not limited to the Self-Insurer's Annual Report. TPA will present all reports to the City thirty (30) days in advance of their due date.

The TPA will comply with the Centers for Medicare & Medicaid Services' (CMS) mandatory reporting requirements per Section 111 of the Medicare, Medicaid

and SCHIP Extension Act of 2007 (MMSEA). The TPA will act as the Reporting Agent for the City.

12. Records Retention

All claim files shall be maintained in accordance with statutory time requirements and the City's Record Retention Policy. The City shall be notified prior to any destruction of files to determine if the City wishes to retain the claim file.

13. Employer Services

The TPA will provide an annual presentation to review/discuss the overall workers' compensation program.

During the first year of the contract, the TPA manager will meet monthly with the Benefits Coordinator and/or Administrative Services Director to review the transition and ensure all aspects of the contract are appropriately implemented.

In the event of termination of the contract, the TPA will furnish all claim files, computer files, and financial information at no cost to and at a location identified by the City. The TPA will be responsible for filing an interim annual Self-Insured Report and any other required State of California reports.

14. Right to Audit or Review

Every claim file is subject to audit by the City. Notice of audit by the City will be provided at least ten (10) calendar days prior to an audit. The City retains the right to audit any file with 24-hours' notice.

15. Confidentiality

All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the TPA and the City are confidential and not to be disclosed to any person except as authorized by the City, the TPA or as required by law.

It is the TPA's responsibility to develop and implement processes and procedures relating to the protection of the City's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention.



Adopted: December 6, 1985
 Amended: March 4, 1988
 Amended: October 7, 1988
 Amended: October 6, 1995
 Amended: October 1, 1999
 Amended: June 6, 2003
 Amended: March 2, 2007
 Amended: July 1, 2009
 Amended: July 1, 2011
 Amended: March 2, 2012

ADDENDUM A WORKERS' COMPENSATION CLAIMS ADMINISTRATION GUIDELINES

The following Guidelines have been adopted by the CSAC Excess Insurance Authority (hereinafter The Authority or the EIA) in accordance with Article 18(b) of the CSAC Excess Insurance Authority Joint Powers Agreement. It is the intent of these Guidelines to comply with all applicable Labor Code and California Code of Regulations Sections. In the event that there exists a conflict between the Guidelines, the Labor Code or the Code of Regulations, the most stringent requirement shall apply.

I. CLAIM HANDLING - ADMINISTRATIVE

A. Case Load

1. The claims examiner assigned to the Member shall handle a targeted caseload of 150 but not to exceed 175 indemnity claims. This caseload shall include future medical cases with every 2 future medical cases counted as 1 indemnity case.
2. Supervisory personnel should not handle a caseload, although they may handle specific issues.

B. Case Review and Documentation

1. Documentation should reflect any significant developments in the file and include a plan of action. The examiner should review the file at intervals not to exceed 45 calendar days. Future medical files should be reviewed at intervals not to exceed 90 calendar days. The supervisor shall monitor activity on indemnity files at intervals not to exceed 120 calendar days. Future medical files shall be reviewed by the supervisor at intervals not to exceed 180 calendar days. An accomplishment level of 95% shall be considered acceptable.

2. File contents shall comply with Code of Regulations Sections 10101, 10101.1 and 15400, and be kept in a neat and orderly fashion. An accomplishment level of 95% shall be considered acceptable.
3. All medical-only cases shall be reviewed for potential closure or transfer to an indemnity examiner within 90 calendar days following claim file creation. An accomplishment level of 95% shall be considered acceptable.

C. Communication

1. Telephone Inquiries

Return calls shall be made within 1 working day of the original telephone inquiry. All documentation shall reflect these efforts. An accomplishment level of 95% shall be considered acceptable.

2. Incoming Correspondence

All correspondence received shall be clearly stamped with the date of receipt. An accomplishment level of 95% shall be considered acceptable.

3. Return Correspondence

All correspondence requiring a written response shall have such response completed and transmitted within 5 working days of receipt. An accomplishment level of 95% shall be considered acceptable.

D. Fiscal Handling

1. Fiscal handling for indemnity benefits on active cases shall be balanced with appropriate file documentation on a semi-annual basis to verify that statutory benefits are paid appropriately. Balancing is defined as, "an accounting of the periods and amounts due in comparison with what was actually paid". An accomplishment level of 95% shall be considered acceptable.
2. In cases of multiple losses with the same person, payments shall be made on the appropriate claim file. An accomplishment of 95% shall be considered acceptable.

E. Medicare Reporting

Proper verification of a claimant's status as to Medicare eligibility shall be completed and documented in the claim file. In those cases where the claimant does meet the eligibility requirements, mandatory reporting to the Center for Medicaid Services (CMS) must be completed directly or through a reporting agent in compliance with Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007 ("MMSEA"). An accomplishment of 100% shall be considered acceptable.

II. CLAIM CREATION

A. Three Point Contact

Three point contact shall be conducted with the injured worker, employer representative and treating physician within 3 working days of receipt of the claim by the third party administrator or self administered entity. If a nurse case manager is assigned to the claim, initial physician contact may be conducted by either the claims examiner or the nurse case manager. In the event a party is non-responsive, there should be evidence of at least three documented attempts to reach the individual. Medical-only claims shall have this three point contact requirement as well. An accomplishment level of 95% shall be considered acceptable.

B. Compensability

1. The initial compensability determination (accept claim, deny claim or delay acceptance pending the results of additional investigation) and the reasons for such a determination shall be made and documented in the file within 14 calendar days of the filing of the claim with the employer. In the event the claim is not received by the third party administrator or self administered entity within 14 calendar days of the filing of the claim with the employer, the third party administrator or self administered entity shall make the initial compensability determination within 7 calendar days of receipt of the claim. An accomplishment level of 100% shall be considered acceptable.
2. Delay of benefit letters shall be mailed in compliance with the Division of Workers' Compensation (DWC) guidelines. In the event the employer does not provide notice of lost time to the third party administrator or self administered entity timely to comply with DWC guidelines, the third party administrator or self administered entity shall mail the benefit letters within 7 calendar days of notification. An accomplishment level of 100% shall be considered acceptable.

3. The final compensability determination shall be made by the claims examiner or supervisor within 90 calendar days of employer receipt of the claim form. An accomplishment level of 100% shall be considered acceptable.

C. AOE/COE Investigation

If a decision is made to delay benefits on a claim, an AOE/COE investigation shall be initiated within 3 working days of the decision to delay. This may include, but is not limited to, assigning out for witness/injured worker statements, initiating the QME/AME process, requesting medical records, etc. An accomplishment level of 95% shall be considered acceptable.

D. Reserves

1. Using the information available at claim file set up, an initial reserve shall be established for the most probable case value. An accomplishment level of 95% shall be considered acceptable.
2. The initial reserve shall be electronically posted to the claim within 14 calendar days of receipt of the claim. An accomplishment level of 95% shall be considered acceptable.

E. Indexing

All claims shall be reported to the Index Bureau at time of initial set up and re-indexed on an as needed basis thereafter. An accomplishment level of 95% shall be considered acceptable.

The EIA maintains membership with the Index Bureau that members can access.

III. CLAIM HANDLING – TECHNICAL

A. Payments

1. Initial Temporary and Permanent Disability Indemnity Payment
 - a. The initial indemnity payment shall be issued to the injured worker within 14 calendar days of knowledge of the injury and disability. In the event the third party administrator or self administered entity is not notified of the injury and disability within 14 calendar days of the employer's knowledge, the third party administrator or self administered entity shall make payment within 7 calendar days of

notification. Initial permanent disability payments shall be issued within 14 calendar days after the date of last payment of temporary disability. This shall not apply with salary continuation. An accomplishment level of 100% shall be considered acceptable.

- b. The properly completed DWC Benefit Notice shall be mailed to the employee within 14 calendar days of the first day of disability. In the event the third party administrator or self administered entity is not notified of the first day of disability until after 14 calendar days, the DWC Benefit Notice shall be mailed within 7 calendar days of notification. An accomplishment level of 100% shall be considered acceptable.
- c. Self imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document. An accomplishment level of 100% shall be considered acceptable.
- d. Overpayments shall be identified and reimbursed timely where appropriate. The third party administrator or self administered entity shall request reimbursement of overpaid funds from the party that received the funds. If necessary, a credit shall be sought as part of any resolution of the claim. An accomplishment level of 95% shall be considered acceptable.

2. Subsequent Temporary and Permanent Disability Payments

- a. Eligibility for indemnity payments subsequent to the first payment shall be verified, except for established long-term disability. An accomplishment level of 100% shall be considered acceptable.
- b. Self imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document. An accomplishment level of 100% shall be considered acceptable.

3. Final Temporary and Permanent Disability Payments

- a. All final indemnity payments shall be issued timely and the appropriate DWC benefit notices sent. An accomplishment level of 100% shall be considered acceptable.

- b. Self imposed penalty shall be paid on late payments in accordance with Section III. A.7. of this document. An accomplishment level of 100% shall be considered acceptable.

4. Award Payments

- a. Payments on undisputed Awards, Commutations, or Compromise and Releases shall be issued within 10 calendar days following receipt of the appropriate document. An accomplishment level of 95% shall be considered acceptable.
- b. For all excess reportable claims, copies of all Awards shall be provided to the Authority at time of payment. An accomplishment level of 95% shall be considered acceptable.

5. Medical Payments

- a. Medical treatment billings (physician, pharmacy, hospital, physiotherapist, etc.) shall be reviewed for correctness, approved for payment and paid within 60 working days of receipt. An accomplishment level of 100% shall be considered acceptable.
- b. The medical provider must be notified in writing within 30 working days of receipt of an itemized bill if a medical bill is contested, denied or incomplete. An accomplishment level of 100% shall be considered acceptable.
- c. A bill review process should be utilized whenever possible. There should be participation in a PPO and/or MPN whenever possible.

6. Injured Worker Reimbursement Expense

- a. Reimbursements to injured workers shall be issued within 15 working days of the receipt of the claim for reimbursement. An accomplishment level of 95% shall be considered acceptable.
- b. Advance travel expense payments shall be issued to the injured worker 10 working days prior to the anticipated date

of travel. An accomplishment level of 95% shall be considered acceptable.

7. Penalties

- a. Penalties shall be coded so as to be identified as a penalty payment. An accomplishment level of 100% shall be considered acceptable
- b. If the Member utilizes a third party administrator, the Member shall be advised of the assessment of any penalty for delayed payment and the reason thereof, and the administrator's plans for payment of such penalty, on a monthly basis. An accomplishment level of 95% shall be considered acceptable.
- c. If the Member utilizes a third party administrator, the Member, in their contract with the administrator, shall specify who is responsible for specific penalties.

B. Medical Treatment

1. Each Member shall have in place a Utilization Review process. An accomplishment level of 100% shall be considered acceptable.
2. Disputes regarding spine surgery shall be resolved using the process set forth in Labor Code Section 4062(b). An accomplishment level of 100% shall be considered acceptable.
3. Nurse case managers shall be utilized where appropriate. An accomplishment level of 95% shall be considered acceptable.
4. If enrolled in a Medical Provider Network, the network shall be utilized whenever appropriate.

C. Apportionment

1. Investigation into the existence of apportionment shall be documented. An accomplishment level of 100% shall be considered acceptable.
2. If potential apportionment is identified, all efforts to reduce exposure shall be pursued. An accomplishment level of 100% shall be considered acceptable.

D. Disability Management

1. The third party administrator or self administered entity shall work proactively to obtain work restrictions and/or a release to full duty on all cases. The TPA or self-administered entity shall notify a designated Member representative immediately upon receipt of temporary work restrictions or a release to full duty, and work closely with the Member to establish a return to work as soon as possible. An accomplishment level of 95% shall be considered acceptable.
2. The third party administrator or self administered entity shall notify a designated Member representative immediately upon receipt of an employee's permanent work restrictions so that the Member can determine the availability of alternative, modified or regular work. An accomplishment level of 100% shall be considered acceptable.
3. If there is no response within 20 calendar days, the third party administrator or self administered entity shall follow up with the designated Member representative. An accomplishment level of 100% shall be considered acceptable.
4. Members shall have in place a process for complying with laws preventing disability discrimination, including Government Code Section 12926.1 which requires an interactive process with the injured worker when addressing a return to work particularly with permanent work restrictions.
5. Third party administrators or self administered claims professional shall cooperate with members to the fullest extent, in providing medical and other information the member deems necessary for the member to meet its obligations under federal and state disability laws.

E. Supplemental Job Displacement Benefits

1. Supplemental Job Displacement Benefits – Dates of injury 1/1/04 and after: Benefits pursuant to Labor Code Section 4658.5 shall be timely provided. An accomplishment level of 100% shall be considered acceptable.
2. The third party administrator or self administered entity shall secure the prompt conclusion of vocational rehabilitation/SJDB and settle where appropriate. An accomplishment level of 95% shall be considered acceptable.

F. Reserving

1. Reserves shall be reviewed at regular diary and at time of any significant event, e.g., surgery, P&S/MMI, return to work, etc., and adjusted accordingly. This review shall be documented in the file regardless of whether a reserve change was made. An accomplishment level of 95% shall be considered acceptable.
2. Indemnity reserves shall reflect actual temporary disability indemnity exposure with 4850 differential listed separately. An accomplishment level of 100% shall be considered acceptable.
3. Permanent disability indemnity exposure shall include life pension reserve if appropriate. An accomplishment level of 100% shall be considered acceptable.
4. Future medical claims shall be reserved in compliance with SIP regulation 15300 allowing adjustment for reductions in the approved medical fee schedule, undisputed utilization review, medically documented non-recurring treatment costs and medically documented reductions in life expectancy. An accomplishment level of 100% shall be considered acceptable.

G. Resolution of Claim

1. Within 10 working days of receiving medical information indicating that a claim can be finalized, the claims examiner shall take appropriate action to finalize the claim. An accomplishment level of 95% shall be considered acceptable.
2. Settlement value shall be documented appropriately utilizing all relevant information. An accomplishment level of 95% shall be considered acceptable.

H. Settlement Authority

1. No agreement shall be authorized involving liability, or potential liability, of the Authority without the advance written consent of the Authority. An accomplishment level of 100% shall be considered acceptable.
2. The third party administrator shall obtain the Member's authorization on all settlements or stipulations in excess of the settlement authority provided in any provision of the individual

contract between the Member and the claims administrator. An accomplishment level of 100% shall be considered acceptable.

IV. LITIGATED CASES

The third party administrator or self administered entity shall establish written guidelines for the handling of litigated cases. The guidelines should, at a minimum, include the points below, which may be adopted and incorporated by reference as "the guidelines".

A. Defense of Litigated Claims

1. The third party administrator or self administered entity shall promptly initiate investigation of issues identified as material to potential litigation. The Member shall be alerted to the need for in-house investigation, or the need for a contract investigator who is acceptable to the Member. The Member shall be kept informed on the scope and results of investigations. An accomplishment level of 95% shall be considered acceptable.
2. The third party administrator or self administered entity shall, in consultation with the Member, assign defense counsel from a list approved by the Member. An accomplishment level of 95% shall be considered acceptable.
3. Settlement proposals directed to the Member shall be forwarded by the third party administrator, self administered entity or defense counsel in a concise and clear written form with a reasoned recommendation. Settlement proposals shall be presented to the Member as directed so as to insure receipt in sufficient time to process the proposal. An accomplishment level of 95% shall be considered acceptable.
4. Knowledgeable Member personnel shall be involved in the preparation for medical examinations and trial, when appropriate or deemed necessary by the Member so that all material evidence and witnesses are utilized to obtain a favorable result for the defense. An accomplishment level of 95% shall be considered acceptable.
5. The third party administrator or self administered entity shall comply with any reporting requirement of the Member. An accomplishment level of 95% shall be considered acceptable.

B. Subrogation

1. In all cases where a third party (other than a Member employee or agent) is responsible for the injury to the employee, attempts to obtain information regarding the identity of the responsible party shall be made within 14 calendar days of recognition of subrogation potential. Once identified, the third party shall be contacted within 14 calendar days with notification of the Member's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental entity, a claim shall be filed with the governing board (or State Board of Control as to State entities) within 6 months of the injury or notice of the injury. An accomplishment level of 95% shall be considered acceptable.
2. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the Member shall be entitled. An accomplishment level of 95% shall be considered acceptable.
3. The file shall be monitored to determine the need to file a complaint in civil court in order to preserve the statute of limitations. An accomplishment level of 95% shall be considered acceptable.
4. If the injured worker brings a civil action against the party responsible for the injury, the claims administrator shall consult with the Member about the value of the subrogation claim and other considerations. Upon Member authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action. An accomplishment level of 95% shall be considered acceptable.
5. Whenever practical, the claims administrator shall aggressively pursue recovery in any subrogation claim. They should attempt to maximize the recovery for benefits paid, and assert a credit against the injured worker's net recovery for future benefit payments. An accomplishment level of 95% shall be considered acceptable.

V. EXCESS COVERAGE

- A. Claims meeting the definition of reportable excess workers' compensation claims as defined by the Memorandum of Coverage Conditions Section shall be reported to the Authority within 5 working days of the day on which it is known the criterion is met. Utilize the Excess Workers' Compensation First Report Form available through the EIA website. An accomplishment level of 100% shall be considered acceptable.

- B. Subsequent reports shall be transmitted to the Authority on a quarterly basis on indemnity claims and on a semi-annual basis on future medical claims sooner if claim activity warrants, or at such other intervals as requested by the Authority, in accordance with Underwriting and Claims Administration Standards. Utilize the Excess Workers' Compensation Status Report Form available through the EIA website, or a comparable form to be approved by the Authority. An accomplishment level of 95% shall be considered acceptable.
- C. Reimbursement requests should be submitted in accordance with the Authority's reporting and reimbursement procedures on a quarterly or semi-annual basis depending on claims payment activity. Utilize the Excess Workers' Compensation Claim Reporting and Reimbursement Procedures available through the EIA website. An accomplishment level of 95% shall be considered acceptable.
- D. A closing report with a copy of any settlement documents not previously sent shall be sent to the Authority. An accomplishment level of 95% shall be considered acceptable.

EXHIBIT B
APPROVED FEE SCHEDULE

Claims Administration – consultant shall provide claims administration at the following amounts annually.

YEAR	FLAT FEE
1	\$12,500.00
2	\$12,812.50
3	\$13,132.81
Option Year 1	\$13,461.13
Option Year 2	\$13,797.66

Managed Care Services – Managed care services including bill review and utilization review shall be directly billed to the claim file per the rates below.

a) Bill Review - \$10.00 per bill plus 22% of PPO savings or \$16.00 flat fee per bill inclusive of PPO access fee. No charge for full duplicates and reconsideration. Includes WCIS reporting and EDI.

b) Utilization Review*

- Level 1 – Non-clinical/Adjuster Level No charge
- Level 2 – Clinical/Nurse \$90.00 per hour
- Level 3 - Clinical/Medical Advisor \$225.00 per hour
- Specialty Peer Review \$325.00 per hour

c) Case Management*

- Telephonic Case Management \$95.00 per hour
- Field Case Management \$105.00 per hour

** Rates for utilization review and case management shall increase by 2.5% per annum after year 1.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DENISE D. BARNES HEALTHCARE LIABILITY SOLUTIONS 820 GESSNER, SUITE 1825 HOUSTON, TX 77024 PH: 800-732-8619 FAX: 713-343-5025	CONTACT NAME: MARLENE EDWARDS	
	PHONE (A/C, No, Ext): 713-490-4685	FAX (A/C, No): 713-343-5025
INSURED INTERCARE HOLDINGS, INC. 6020 WEST OAKS BLVD., SUITE 100 ROCKLIN, CA 95765	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HARTFORD ACCIDENT & INDEMNITY INSURANCE CO.	
	INSURER B: TRUMBULL INSURANCE COMPANY	
	INSURER C: TWIN CITY FIRE INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	X	X	61UUNZP6695	06/01/16	06/01/17	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	☐ CLAIMS-MADE	☒ OCCUR					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$INCLUDED
B	AUTOMOBILE LIABILITY		X	61UUNZP6695	06/01/16	06/01/17	EMPLOYEE BENEFITS	\$1,000,000
	☐ ANY AUTO ALL OWNED AUTOS	☐ SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					BODILY INJURY (Per person)	\$N/A
							BODILY INJURY (Per accident)	\$N/A
							PROPERTY DAMAGE (Per accident)	\$N/A
	UMBRELLA LIAB			N/A	N/A	N/A	EACH OCCURRENCE	\$N/A
	EXCESS LIAB						AGGREGATE	\$N/A
	☐ DED	☐ RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	61 WEAN9364	06/01/16	06/01/17	☒ WC STATU-TORY LIMITS	☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER			N/A	N/A	N/A	N/A	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF LOS ALAMITOS, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE TO BE COVERED AS ADDITIONAL INSURED FOR ALL LIABILITY ARISING OUT OF THE OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED WITH RESPECTS TO GENERAL LIABILITY PER ATTACHED FORM #HG000010605. WAIVER OF SUBROGATION IS INCLUDED ON THE WORKER'S COMPENSATION, GENERAL LIABILITY AND AUTO LIABILITY POLICIES.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF LOS ALAMITOS
ATT: JASON AL-IMAM
3191 KATELLA AVE
LOS ALAMITOS, CA 90720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2016

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PRODUCER DENISE D. BARNES HEALTHCARE LIABILITY SOLUTIONS 820 GESSNER, SUITE 1825 HOUSTON, TX 77024	CONTACT NAME: MARLENE EDWARDS	
	PHONE (A/C, No, Ext): 713-490-4685	FAX (A/C, No): 713-343-5025
INSURED INTERCARE HOLDINGS INSURANCE SERVICES 6020 WEST OAKS BLVD., SUITE 100 ROCKLIN, CA 95765	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT/APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			N/A	N/A	N/A	EACH OCCURRENCE \$N/A DAMAGE TO RENTED PREMISES (Ea occurrence) \$N/A MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$N/A GENERAL AGGREGATE \$N/A PRODUCTS - COMP/OP AGG \$N/A EMPLOYEE BENEFITS \$N/A
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident) \$N/A BODILY INJURY (Per person) \$N/A BODILY INJURY (Per accident) \$N/A PROPERTY DAMAGE (Per accident) \$N/A
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS MADE DED ☐ RETENTION \$ ☐			N/A	N/A	N/A	EACH OCCURRENCE \$N/A AGGREGATE \$N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	N/A	N/A	N/A	WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$N/A E.L. DISEASE - EA EMPLOYEE \$N/A E.L. DISEASE - POLICY LIMIT \$N/A
A	OTHER MANAGED CARE E&O			002281201	01/28/2016	01/28/2017	\$10,000,000 PER CLAIM \$10,000,000 AGGREGATE \$100,000 RETENTION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**CITY OF LOS ALAMITOS
ATTN: JASON AL-IMAM
3191 KATELLA AVE
LOS ALAMITOS, CA 90720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 9C

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

Presented By: Leslie Roseberry, Interim Development Services Director

Subject: Approval of Request for Proposals (RFP) 2020-02 for an SB2 Planning Grants Program Consultant

SUMMARY

This item recommends approval of Request for Proposals (RFP) 2020-02 to solicit bids for contractual consultant services related to SB2 Planning Grants Program.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2020-02 for the hiring of an SB2 Planning Grants Program Consulting firm; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

In 2017, Governor Brown signed Senate Bill 2 (SB 2), referred to as the “Building Homes and Jobs Act.” This bill establishes funding dedicated to promoting and facilitating affordable housing development. On September 16, 2019, the Los Alamitos City Council authorized Staff’s submittal of an application for these funds. In November of 2019, the City of Los Alamitos was notified that it was awarded \$160,000 in grant funding. The fund agreement with the State was signed in February 2020.

The purpose of Los Alamitos’ particular Planning Grants Program award is to adopt a strategic plan to augment the City’s Town Center Mixed Use zoning district. This will formalize the direction and planning for the land use, design, circulation, and infrastructure in this area. Although the Strategic Plan would establish targeted goals, it would not be a regulatory document. The Plan would provide a vision to help guide future projects as they were envisioned in the City’s General Plan and the 2010 Katella + Los Alamitos Commercial Corridors Plan.

DISCUSSION

RFP 2020-02 will solicit bids for selecting a firm to provide consultant services for the completion of the City's SB2 Planning Grants Program. The goals identified in the grant application total \$160,000 and are listed here:

- A. The strategic plan will provide: an authentic & unique image for the Town Center, create all hours activity in the Town Center, produce an attractive, pedestrian-friendly Town Center that would serve as the heart of the community, as well as give rise to a residential homeplace that can facilitate affordable housing.
- B. A strategic plan that will guide developers to improve or build new development in the Town Center through a capacity/feasibility analysis - to understand site constraints, built form requirements, and evaluate where changes may need to be made. This will increase the certainty of development as the plan demonstrates to the developer what is desired and constraints that are present. The Plan could save 6-12 months from site planning and redesign work.
- C. As part of the plan process, an addendum to the General Plan EIR will be prepared to provide project level CEQA compliance. This addendum could potentially save 6-12 months in entitlement processing time for new developments.

Staff has prepared Request for Proposals (RFP) 2020-02 to seek proposals from qualified firms to provide assistance with a SB2 Planning Grants Program project to create a strategic plan and an addendum to the General Plan EIR that will provide project level CEQA compliance for future projects in the City of Los Alamitos' Town Center Mixed Use Zoning District.

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

- | | |
|-----------------|---|
| • May 18, 2020 | Approval of Request for Proposals (RFP 2020-02) |
| • May 21, 2020 | Advertise RFP |
| • June 15, 2020 | Deadline for Submittals |
| • July 15, 2020 | Award of Contract |

FISCAL IMPACT

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

Submitted by: Leslie Roseberry, Interim Development Services Director
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachment: 1. Request for Proposals (RFP) 2020-02 SB2 Planning Grants Program

City of Los Alamitos



Request for Proposal (RFP) 2020-02 SB2 Planning Grants Program

FOR

Development Services Department

Attn: Leslie Roseberry
Interim Development Services Director
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 303
(562) 493-1255 Fax
Email: lriseberry@cityoflosalamitos.org

Deadline/Bid Opening Date:
Must be received by 2:00pm
Thursday, May 14, 2020

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

*Request For Proposal 2020-02
SB2 Planning Grants Program
City of Los Alamitos*

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SB2 PLANNING GRANTS PROGRAM
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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PROPOSAL INFORMATION AND DOCUMENTS	C
CONTRACT INFORMATION AND DOCUMENTS	D

SECTION A

**REQUEST FOR PROPOSAL (RFP) 2020-02
SB2 PLANNING GRANTS PROGRAM
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Development Services Department



NOTICE OF REQUEST FOR PROPOSALS

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 2:00 PM on Thursday, **May 14, 2020**, as follows:

SB2 PLANNING GRANTS PROGRAM

Proposals must be submitted in sealed envelopes marked on the outside, **“SB2 PLANNING GRANTS PROGRAM. DO NOT OPEN WITH REGULAR MAIL.”**

The contract will consist of a qualified consultant team to provide assistance with a SB2 Planning Grants Program (“PGP”) project to create a strategic plan and an addendum to the General Plan EIR that will provide project level CEQA compliance for future projects in the City of Los Alamitos’ Town Center Mixed Use Zoning District.

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
Leslie Roseberry
Interim Development Services Director
3191 Katella Avenue
Los Alamitos, CA 90720

SECTION B

**REQUEST FOR PROPOSAL (RFP) 2020-02
SB2 PLANNING GRANTS PROGRAM
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

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

**City of Los Alamitos
Attn: Leslie Roseberry
Interim Development Services Director
3191 Katella Avenue
Los Alamitos CA 90720**

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

PROPOSAL RESPONSE REQUIREMENTS

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

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

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

**“SEALED BID FOR REQUEST FOR PROPOSAL (RFP) FOR SB2 PLANNING GRANTS
PROGRAM. DO NOT OPEN WITH REGULAR MAIL”**

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

SECTION C
REQUEST FOR PROPOSAL (RFP) 2020-02
SB2 PLANNING GRANTS PROGRAM
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

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

BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals from qualified firms to provide assistance with a SB2 Planning Grants Program (“PGP”) project to create a strategic plan and an addendum to the General Plan EIR that will provide project level CEQA compliance for future projects in the City of Los Alamitos’ Town Center Mixed Use Zoning District.

In 2017, Governor Brown signed Senate Bill 2 (SB 2), referred to as the “Building Homes and Jobs Act.” This bill establishes funding dedicated to promoting and facilitating affordable housing development. In November of 2019, the City of Los Alamitos was awarded \$160,000 in grant funding. The fund agreement with the State was signed in February 2020. The purpose of the Los Alamitos’ particular Planning Grants Program award is to adopt a strategic plan to augment the City’s Town Center Mixed Use zoning district. This will formalize the direction and planning for the land use, design, circulation, and infrastructure in this area. Although the Strategic Plan would establish targeted goals, it would not be a regulatory document. The Plan provides a vision that will help guide future projects as they were envisioned in the City’s General Plan and the 2010 Katella + Los Alamitos Commercial Corridors Plan.

1. SCOPE OF SERVICES

On September 16, 2019, the Los Alamitos City Council authorized Staff’s submittal of an application for Senate Bill 2 PGP to create a strategic plan and CEQA documentation for future developments in the City’s new Town Center Mixed Use (TCMU) Zoning District. The projects identified in the grant application total \$160,000 and are listed here:

- A. The strategic plan will provide: an authentic & unique image for the Town Center, create all hours activity in the Town Center, produce an attractive, pedestrian-friendly Town Center that would serve as the heart of the community, as well as give rise to a residential homeplace that can facilitate affordable housing.
- B. A strategic plan that will guide developers to improve or build new development in the Town Center through a capacity/feasibility analysis - to understand site constraints, built form requirements, and evaluate where changes may need to be made. This will increase the certainty of development as the plan demonstrates to the developer what is desired and constraints that are present. The Plan could save 6-12 months from site planning and redesign work.
- C. As part of the plan process, an addendum to the General Plan EIR will be prepared to provide project level CEQA compliance. This addendum could potentially save 6-12 months in entitlement processing time for new developments.

Here is the project objectives approved by the State of California Housing and Community Development Department (the timeline has been moved forward in time to accommodate this RFP):

Project Timeline and Budget				
Objective	Estimated Cost	Begin	End	Deliverable
Kick-off Meeting/Project Initiation & Research	\$15,000.00	8/6/2020	9/30/2020	Facilitate Meeting
Ongoing Meetings with Staff	\$10,000.00	8/6/2020	3/26/2021	Facilitate Meetings
Stakeholder Meetings	\$10,000.00	8/14/2020	8/21/2020	Facilitate Meetings
Public Open Houses	\$15,000.00	9/24/2020	12/3/2020	Facilitate Meeting
Draft Strategic Plan/EIR Addendum to Staff	\$70,000.00	12/4/2020	1/4/2021	Draft Plan/EIR Addendum
Draft Strategic Plan/EIR Addendum	\$13,000.00	12/4/2020	1/4/2021	Draft Plan/EIR Addendum
Planning Commission Mtg – Recommend to Council	\$3,000.00	2/24/2021	2/25/2021	Attend Meeting/Answer Questions
City Council Meeting - Adoption	\$3,000.00	3/15/2021	3/16/2021	Attend Meeting/Answer Questions
Final Strategic Plan deliverable	\$15,000.00	3/16/2021	3/26/2021	Final Strategic Plan
Mileage/Printing/Deliveries	\$6,000.00	8/6/2020	3/26/2021	Mileage/Printing/Deliveries
Total Estimated Cost	\$160,000.00			

The grant invoices must be delivered to HCD by February 28, 2022, and be fully expended by June 30, 2022.

2. PROPOSAL REQUIREMENTS

The purpose of this Request for Proposal (RFP) is to solicit and select a firm to provide consultant services for the completion of the SB2 Planning Grants Program. Under the direction of the Development Services Director, the consultant firm would serve as coordinator and would provide the range of expertise necessary to carry out the tasks in the Scope of Work to be performed.

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

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

*Request For Proposal 2020-02
SB2 Planning Grants Program
City of Los Alamitos*

description of the offer. Proposal should be concise and be able to properly convey all information.
All Proposals shall include the following information:

A: LETTER OF TRANSMITTAL

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

B: COMPANY DATA

Please submit the following information:

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

C: PROPOSAL

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

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

negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles. The

Standard Fee Schedule	
STAFF LEVEL	HOURLY BILL RATE
Principal	\$_____ - \$_____
Associate Principal	\$_____ - \$_____
Senior Associate/Senior Scientist	\$_____ - \$_____
Associate/Scientist	\$_____ - \$_____
Project Planner/Project Scientist	\$_____ - \$_____
Planner/Assistant Scientist	\$_____ - \$_____
Graphics Specialist	\$_____ - \$_____
Clerical/Word Processing	\$_____ - \$_____
Intern	\$_____ - \$_____
Subconsultants are billed at cost plus X%.	
Mileage reimbursement rate is the standard IRS-approved rate.	

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

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

One (1) original and two (2) copies of the proposal must be submitted no later than 2:00 p.m., Thursday, May 14, 2020. It is the sole responsibility of the proposer to insure that their proposal is received by the deadline. Postmarks and/or faxes are not acceptable. Proposals must be titled "PROPOSAL (RFP) FOR SB2 PLANNING GRANTS PROGRAM". Proposals must be submitted to:

Leslie Roseberry
Interim Development Services Director
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

3. ADDITIONAL CONSULTANT RESPONSIBILITIES

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

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

4. TERM

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

5. SELECTION CRITERIA

*Request For Proposal 2020-02
SB2 Planning Grants Program
City of Los Alamitos*

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

6. CLARIFICATION OF SPECIFICATIONS

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

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

7. ADDENDUM

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

8. OPTIONAL PRE-PROPOSAL MEETING

There will be an optional pre-proposal meeting on Thursday, **April 30, 2020 at 2:00 p.m.** in the Los Alamitos City Hall Council Chamber, to provide an overview of the RFP and address any questions consultants may have.

SECTION D

REQUEST FOR PROPOSAL (RFP) 2020-02 SB2 PLANNING GRANTS PROGRAM IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

[enter name of firm/company]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this [] day of [] 2020 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and [], a [], (“Firm”). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the [] Proposal, dated [], 2020, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants

that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

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

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

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

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

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

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

2. COMPENSATION

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

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of [REDACTED], ending on [REDACTED], 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: [REDACTED]. 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 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 – [REDACTED].

To City:

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

With copy to:

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

To Firm:

Name of Firm
Street
City, State, Zip Code
Email

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

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

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

benefit of the Parties' successors and assignees.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Richard D. Murphy
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Name of Firm

By: _____
Name
Title

By: _____
Name
Title

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 9D

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

Via: Chet Simmons, City Manager

Presented By: Leslie Roseberry, Interim Development Services Director

**Subject: Community Development Block Grant (CDBG) Program
Cooperative Agreement – Amendment Three for Fiscal Years
July 1, 2021 – June 30, 2024**

SUMMARY

The County of Orange is currently in the process of re-qualifying for entitlement status as an Urban County. This entitlement status and the number of cities participating in the Urban County are part of determining Community Development Block Grant funding for an Urban County. Consistent with the Department of Housing and Urban Development (HUD) regulations, they sent existing participating cities notification that the current Cooperation Agreement and new Amendment. This needs to be signed by the Los Alamitos City Council but renew automatically (for July 1, 2021 – June 30, 2024) unless the City notifies the County and HUD in writing of its intent to terminate the agreement at the end of the current qualification period (June 30, 2021).

RECOMMENDATION

Authorize the Mayor to execute Amendment Five to the Cooperative Agreement between the County of Orange and the City of Los Alamitos for participation in the Urban County Program to utilize CDBG program funds for Fiscal Years July 1, 2021 – June 30, 2024.

BACKGROUND

The City of Los Alamitos has regularly obtained CDBG grant funding through the County of Orange. Small cities that want to remain eligible to apply for CDBG funds must enter

into a three year agreement with the County of Orange's Urban County Program. The Urban County Program is designed to assist smaller cities in the administration of Community Development Block Grant (CDBG) funds received through HUD. Los Alamitos has participated in the Urban County Program since 1975.

DISCUSSION

The Urban County Program provides federal funds to the County and cities with populations under 50,000 for programs that are targeted towards community development and housing assistance activities. The City has received funds for eligible CDBG programs. It is anticipated that CDBG funds will be integral to completing various public improvements.

The Urban County Program allows the City to pursue a wide range of programs. Specifically, grant funds are transferred from HUD to the County annually for use by participating agencies. These funds may be pursued through competitive grant applications sent to the County.

When grants are awarded, the County acts as a go-between between the City of Los Alamitos and the Federal Government assisting in managing the projects and preparing required reports to HUD. Whether or not the City chooses to seek funding, the County oversees program changes and ensures that participating agencies remain eligible for future funding.

Amendment Five to the current Agreement is attached to this report as Attachment 1. The Amendment modifies the original Agreement to cover Fiscal Years July 1, 2021 – June 30, 2024. The Amendment and original Agreement do not have any bearing on the actual amount of funds that the City of Los Alamitos could receive through its participation in the Urban County Program. The City will continue to apply annually through the County's competitive process.

FISCAL IMPACT

There are no costs to participate in the Urban County Program. Staff costs for project-specific planning, engineering, and environmental work would be included in grant requests made to the County as a 10% match to the CDBG monies applied for by the City. Those applications are in November and December each year.

Submitted by: Tom Oliver, Associate Planner

Reviewed by: Leslie Roseberry, Interim Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Amendment Five to Cooperation Agreement

**AMENDMENT FIVE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF _____**

This Amendment Number FIVE (hereinafter "Amendment FIVE") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF _____, a municipal corporation, ("CITY"), DUNS Number _____ which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2021, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1, 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, the Original Agreement was amended by Amendment FOUR, effective as of July 1, 2018; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-20-03 allows "automatic" renewals for up to three years provided that COUNTY sends a letter to CITY notifying it that the Original Agreement will be renewed unless CITY notifies COUNTY that it wishes to terminate the agreement and a copy of such a letter is provided to HUD; and

WHEREAS, COUNTY sent CITY a letter notifying CITY of such renewal on April 17, 2020; and

WHEREAS, CITY did not advise COUNTY that it wished to terminate the Original Agreement with County; and

WHEREAS, the Parties agree to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

I. Modifications to the Original Agreement

1. Section 2 of the Original Agreement is amended in its entirety as follows:

“COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Fiscal Years 2021-2022, 2022-2023 and 2023-2024 and from any program income generated from the expenditure of such funds.”

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:

“c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities.”

3. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Fiscal Years 2021-2022, 2022-2023 and 2023-2024, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either Party before June 30, 2024, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

4. Section 10 shall be added to Agreement to read:

“In accordance with HUD Notice CPD 20-03, and subsequent CPD Notices, this Agreement will be automatically extended for an additional 3 (three) year period (July 1, 2024 to June 30, 2027) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD’s Urban County Qualification Notice for the next qualification period.”

5. Section 11 of the Original Agreement is amended to read:

“CITY and COUNTY agree to adopt amendments (s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2021. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void.”

6. Section 24 of the Original Agreement is amended to read:

“CITY may void this Agreement only if it submits to COUNTY on or before June 2020 the notification from HUD that CITY has qualified as a “Metropolitan City” or an “Entitlement City” prior to the completion of the re-qualification process for Fiscal Years 2021-22, 2022-2023, and 2023-2024. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a “Metropolitan City” or become an “Entitlement City” as a separate entity.”

II. Additional Agreements

1. The COUNTY and the CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
2. The COUNTY and the CITY shall take all actions necessary to assure compliance with the COUNTY'S certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing as required under See 24 CFR 91.225(a) and 5.105(a). The Parties shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The Parties agree that no urban county funding will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification. The Parties acknowledge and agree that noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban 14 county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.
3. The CITY, and all other applicable units of general local government, may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
4. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the

extent they are not inconsistent with this Amendment FIVE, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment FIVE to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment FIVE to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of _____, a municipal
Corporation in the State of California

By: _____

Name:

Title: City Manager

Date: _____

By: _____

Name:

Title: City Clerk

Date: _____

COUNTY OF ORANGE, a political
subdivision of the State of California

By: _____

Dylan Wright, Director

Orange County Community Resources

Date: _____

Page 5 of 6

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 9E

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

Presented By: Chris Kelley, City Engineer

Subject: Approval of Notice of Completion for Greenbrook Neighborhood and Little Cottonwood Park and Farquhar Pavement Rehabilitation Improvement Project (CIP No. 19/20-02)

SUMMARY

The Greenbrook Neighborhood, Farquhar Avenue from Los Alamitos Boulevard to Bloomfield Street, and the Little Cottonwood Park Parking Lot (CIP No. 19/20-02) project incorporated grinding and overlay of these locations. 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 contract by Hardy & Harper, Incorporated for the Street Improvement Project (CIP No. 19/20-02); 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 \$30,046.68, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

The City of Los Alamitos reconstructed segments of the Greenbrook Neighborhood, Farquhar Avenue from Los Alamitos Boulevard to Bloomfield Street, and the Little Cottonwood Park Parking Lot. The project included pavement reconstruction, signing and striping, and the installation of detectable warning surfaces at various curb return locations.

Portions of existing sidewalk and curb and gutter were replace throughout. All manholes, water valve, and utilities within the project limits were adjusted to grade.

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 \$764,211 with the following breakdown of funding sources:

2017-18 SB-1 Funds (Gas Tax): \$60,931.00
2018-19 SB-1 Funds (Gas Tax): \$208,280.00
2019-20 SB-1 Funds (Gas Tax): \$209,730.00
2018-19 Measure M Funds (OCTA): \$135,000.00
2019-20 Measure M Funds (OCTA): \$90,270.00
2018-19 Park Development Funds: \$60,000.00

Total: \$764,211.00

The project was under budget due to the final quantities being slightly below the estimate.

Hardy and Harper, Inc.	\$646,780.00
Change in scope	- \$45,846.39
Total	\$600,933.61

Submitted by: Chris Kelley, City Engineer

Reviewed by: Leslie Roseberry, Interim City Manager

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Notice of Completion

RECORDING REQUESTED BY
AND MAIL TO:

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

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

**Greenbrook Neighborhood and Little Cottonwood Park and Farquhar Pavement
Rehabilitation Improvement Project (CIP No. 19/20-02)**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of : The City of Los Alamitos reconstructed segments of the Greenbrook Neighborhood, Farquhar Avenue from Los Alamitos Boulevard to Bloomfield Street, and the Little Cottonwood Park Parking Lot. The project included pavement reconstruction, signing and striping, and the installation of detectable warning surfaces at various curb return locations. Portions of existing sidewalk and curb and gutter were replace throughout. All manholes, water valve, and utilities within the project limits were adjusted to grade.
4. The work was completed on 2/28/2020
5. The contractor was: Hardy and Harper, Inc.

Dated 5/18/2020

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

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

Chris Kelley, City Engineer

Dated: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 9F

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

Presented By: Chris Kelley, City Engineer

Subject: Approval of Plans, and Authorization to Bid for the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals) (CIP No. 19/20-06)

SUMMARY

This report recommends actions to begin facilitating the construction for the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals) (CIP No. 19/20-06)

RECOMMENDATIONS

1. Approve the plans for the construction of the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals) (CIP No. 19/20-06); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The Accessible Pedestrian Signals (APS) system provides confirmation that a WALK signal request has been received and provides unambiguous indications of which crosswalk at a signalized intersection has the WALK signal. The APS system will enable pedestrians who are blind or visually impaired to safely and efficiently cross at signalized intersections or pedestrian crossings. The Federal Highway Administration (FHWA) has published new APS standards in the Manual on Uniform Traffic Control Devices (MUTCD) 2009; the installation of pedestrian countdown timers is mandated in the MUTCD 2009. The Department has adopted the MUTCD 2009 under the California MUTCD 2012. Although the installation of the APS system is not mandated in the MUTCD 2009, the Department plans to install both pedestrian countdown timers and APS system at new and modified signalized intersections and signalized pedestrian crossings.

The primary technique that pedestrians who have visual disabilities use to cross streets at signalized intersections, is to initiate their crossing when they hear the traffic in front of them stop; when that occurs, the traffic alongside them begin to move, which often corresponds to the onset of the green interval. The existing environment is often not sufficient to provide the information visually impaired pedestrians need to cross a roadway at a signalized intersection. 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

The following is an approximate timeline for the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signal) (CIP No. 19/20-06):

- 05/18/2020 Approval of plans & specifications - by the City Council
- 05/25/2020 Advertise project
- 06/16/2020 Bid opening
- 07/20/2020 Award of Contract – by the City Council
- 08/03/2020 Start of construction
- 08/17/2020 End of construction

FISCAL IMPACT

Funding for this project is included in the 2019-2020 adopted budget from the Measure M Fund, with an adopted budget of \$15,000. The engineer's estimate for construction costs is estimated to be \$12,000. The remaining \$3,000 will cover design, inspections and contingency.

Submitted by: Chris Kelley, City Engineer

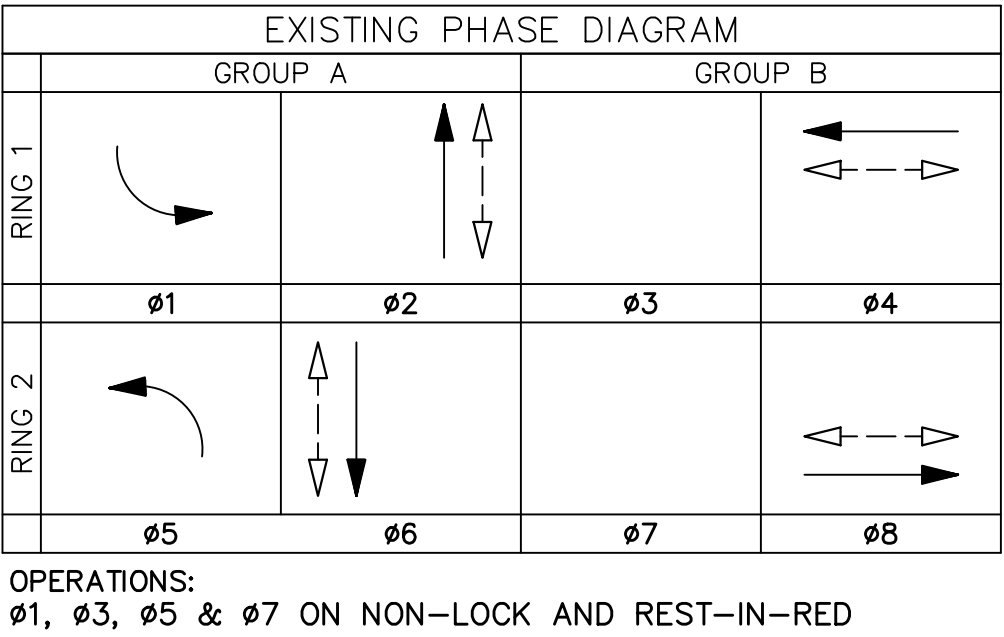
Reviewed by: Leslie Roseberry, Interim Community Developer Director

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Plans for CIP No. 19/20-06

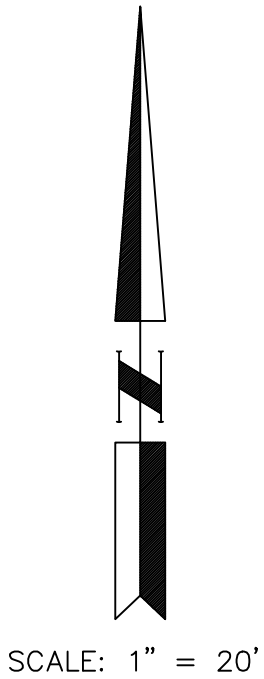
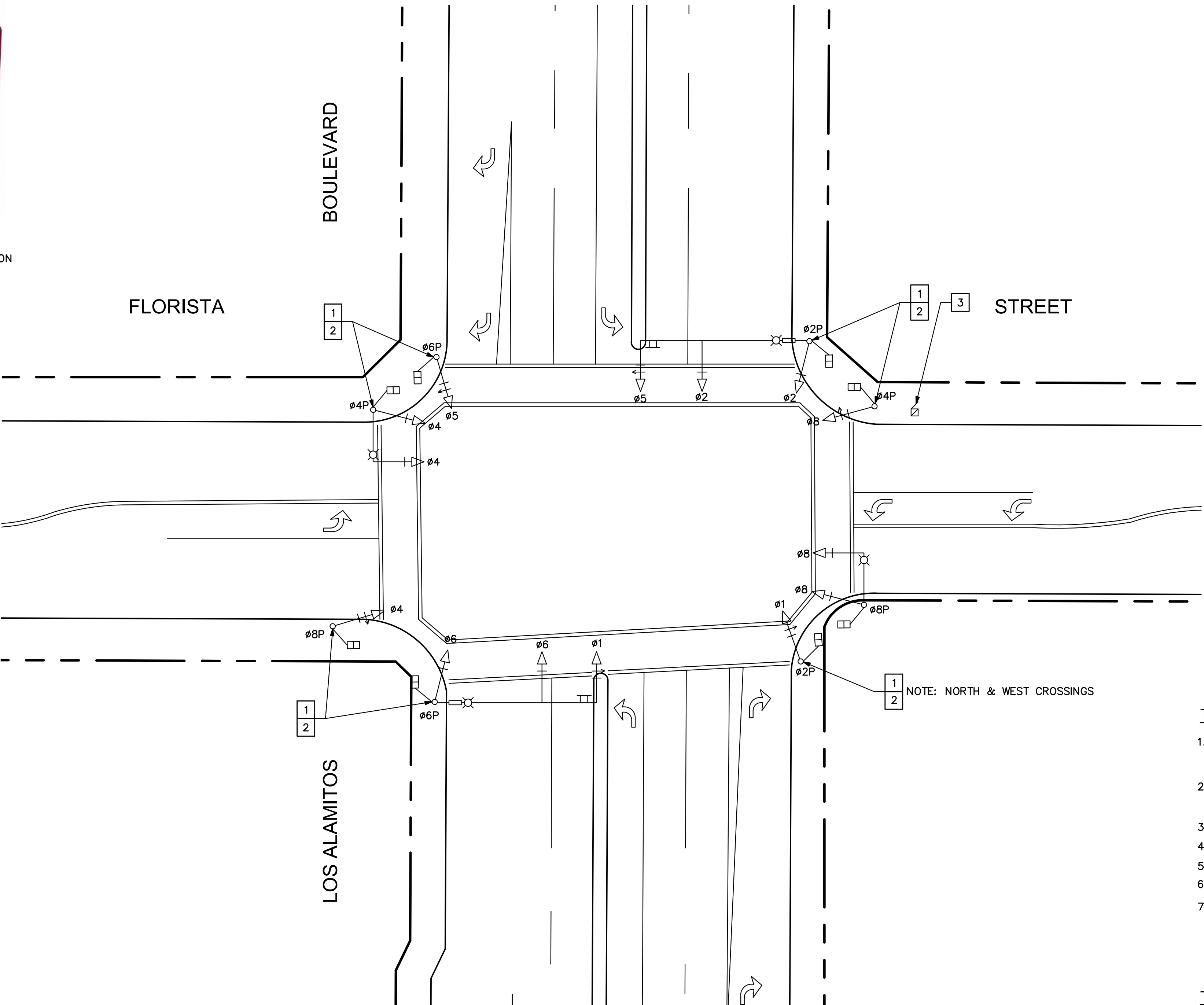




POLARA INS INAVIGATOR PEDESTRIAN
PUSH BUTTON STATION
MODEL: INS



POLARA CENTRAL COMMUNICATION
CONTROL UNIT
MODEL: ICCU-S2



TRAFFIC SIGNAL GENERAL NOTES:

1. TRAFFIC SIGNAL AND THE INSTALLATION THEREOF SHALL CONFORM TO THESE PLANS, THE SPECIAL PROVISIONS, THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND STANDARD PLANS (DATED 2018), AND THE CALIFORNIA MUTCD 2014 EDITION.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND FACILITIES, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF ANY UNDERGROUND FACILITIES DAMAGED DURING CONSTRUCTION.
3. ALL MATERIAL AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
4. ALL EQUIPMENT TO BE REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR.
5. ALL NEW PEDESTRIAN PUSH BUTTONS SHALL BE POLARA INS INAVIGATOR 2-WIRE PUSH BUTTON STATION.
6. ALL CONDUIT, CONDUCTORS, AND PULL BOXES SHALL BE REUSED UNLESS OTHERWISE NOTED.
7. THE ACCESSIBLE PEDESTRIAN SIGNAL (APS) SYSTEM SHALL BE POLARA INS INAVIGATOR (2-WIRE). THE APS SYSTEM SHALL BE COMPLETE WITH 2" ADA COMPLIANT PUSH BUTTON, AND MOUNTING HARDWARE.

TRAFFIC SIGNAL CONSTRUCTION NOTES:

- 1 REMOVE EXISTING PEDESTRIAN PUSH BUTTON ASSEMBLY COMPLETE.
- 2 INSTALL POLARA ACCESSIBLE PEDESTRIAN SIGNAL (APS) PUSH BUTTON STATION (SEE GENERAL NOTE 7).
CUSTOM VOICE MESSAGE AS FOLLOWS:
•WALK INTERVAL: "FLORISTA STREET, WALK SIGN IS ON TO CROSS FLORISTA STREET."
"LOS ALAMITOS BOULEVARD, WALK SIGN IS ON TO CROSS LOS ALAMITOS BOULEVARD."
•DON'T WALK INTERVAL: "WAIT"
•FLASHING DON'T WALK INTERVAL: BEEP SOUND
- 3 INSTALL CENTRAL CONTROL UNIT FOR APS (SEE GENERAL NOTE 7) AND MISCELLANEOUS AUXILIARY EQUIPMENT TO PROVIDE FOR THE INTENDED OPERATION AS SHOWN ON THE PLAN.

USER: MObregon
DATE: Mar 11, 2020 - 7:24am
FILE: I:\107851 - LOS ALTE Sys (Previous\05144)\Exhibits\05144\Plans\PL-SIGNAL-01.dwg



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	



WILLDAN Engineering		DATE
DRAWN BY	M OBREGON	3/11/2020
CHECKED BY	J LAU	3/11/2020
DESIGNED BY	F IRANTALAB	3/11/2020
APPROVED		Date
City Traffic Engineer		

CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

TRAFFIC SIGNAL MODIFICATION
ON
LOS ALAMITOS BLVD
AT FLORISTA STREET

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 9G

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

Presented By: Leslie Roseberry, Interim Development Services Director

Subject: Local Early Action Planning Grant Application

SUMMARY

A resolution endorsing and authorizing Staff to file an application for the Local Early Action Planning (LEAP) Grant Application. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. Use of the grant funds would be used to hire a planning consultant to assist in preparing the next round of the Housing Element chapter of the General Plan that is due to the State's Housing and Community Development (HCD) Department in October 2021.

RECOMMENDATION

Adopt Resolution No. 2020-09, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS."

BACKGROUND

In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, HCD established the Local Early Action Planning Grant Program (LEAP) with \$119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle Regional Housing Needs Assessment (RHNA). This is much like the SB2 Planning Grant that the City was awarded earlier to create a strategic plan for the Town Center Mixed Use Zone of the City.

DISCUSSION

The 2019-20 Budget Act provides a spectrum of support, incentives, resources, and accountability to meet California's housing goals. Some specific elements include:

- Local and regional planning grants (LEAP and REAP)
- Pro-housing preference points on competitive funding applications
- Additional funding resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Action Planning Grants (LEAP) provides non-competitive grants and technical assistance to local governments for the preparation and adoption of planning documents, and improvements to local government approval processes that:

- Accelerate housing production
- Facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment.

Staff has identified a need for funds to hire a planning consultant to help in preparing and adopting the Housing Element (2021-2029) of the General Plan that is due to the State's Housing and Community Development (HCD) Department in October 2021. This Housing Element is required to include an implementation component to facilitate compliance with the sixth cycle Regional Housing Needs Assessment, known as RHNA.

Applications for the LEAP funds are submitted on a simple application form that is due by July 1, 2020; however, HCD strongly encourages jurisdictions to submit their applications as soon as possible. The City of Los Alamitos could receive up to \$65,000.00 for this task. Successful applicants will receive an Award Letter from the Housing and Community Development Department and will be awarded funds. Applicants will enter into a state Standard Agreement for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement. Here is the program timeline:

Event	Date
NOFA Release	January 27, 2020
Final Due Date for OTC Applications	July 1, 2020
Technical Assistance	February 2020 through December 31, 2023

Expenditure Deadline	December 31, 2023
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FISCAL IMPACT

There are no costs other than Staff time in the application process for the grant. If the grant were to be awarded to the City of Los Alamitos, the Consultant contracted for these funds would be paid by the City first, and thereafter the City would submit a reimbursement request to receive these funds from the State.

Submitted by: Tom Oliver, Associate Planner

Reviewed by: Leslie Roseberry, Interim Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Resolution No. 2020-09

RESOLUTION NO. 2020-09**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS**

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (“Department”) is authorized to issue a Notice of Funding Availability (“NOFA”) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the “Local Early Action Planning Grants Program” or “LEAP”); and

WHEREAS, City Council of the City of Los Alamitos desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RESOLVES AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Los Alamitos is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (“Standard Agreement”) for the amount of \$65,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED, APPROVED, AND ADOPTED this 18th day of May, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of May, 2020, 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: May 18, 2020

ITEM NUMBER: 9H

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Treasurer's Quarterly Investment Report – March 2020

SUMMARY

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

RECOMMENDATION

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

BACKGROUND/ DISCUSSION

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

FISCAL IMPACT

None.

Submitted By: Craig Koehler, Interim Finance Director

Approved By:

Attachments:

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



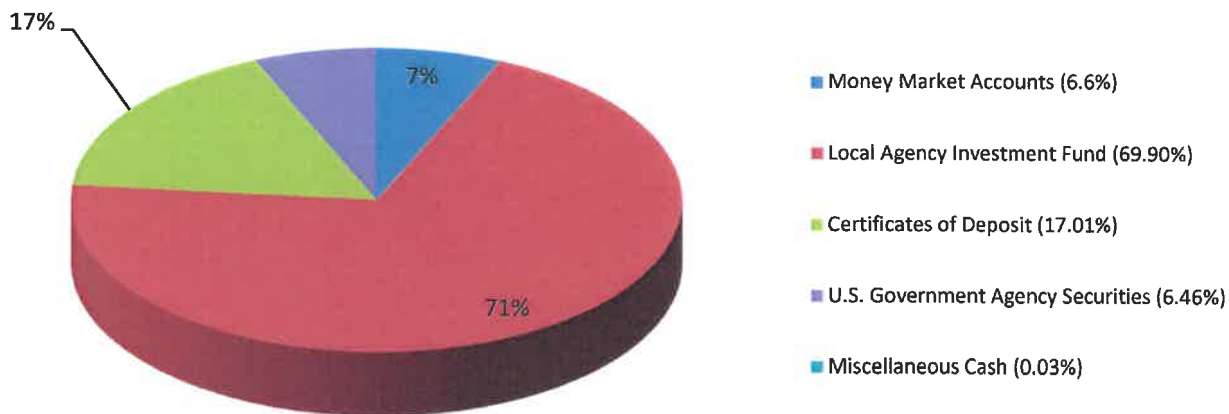
CITY OF LOS ALAMITOS

Quarterly Investment Report

March 31, 2020

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 765,314.97	\$ 765,314.97
Local Agency Investment Fund (LAIF)	8,277,070.14	8,101,091.67
Certificates of Deposit	1,971,000.00	1,971,592.01
U.S. Government Agency Securities	750,000.00	748,431.00
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	11,766,885.11	11,589,929.65
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	245.76	245.76
TOTAL INVESTMENTS HELD BY FISCAL AGENT	245.76	245.76
TOTAL CASH & INVESTMENTS	\$ 11,767,130.87	\$ 11,590,175.41

COMPOSITION OF POOLED PORTFOLIO (NON-FISCAL AGENT)



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 11/18/19. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 0.48 years. Weighted average yield on cost is 1.873%. The cash held and invested with fiscal agent is subject to the investment provisions of the related trust indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Interim Finance Director



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
March 31, 2020

DESCRIPTION OF SECURITY	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
<u>MONEY MARKET ACCOUNTS</u>							
US Bank	Varies	Varies	Coll. ¹	Varies	765,314.97	0.50%	765,314.97
SUBTOTAL MONEY MARKET ACCOUNTS					765,314.97		765,314.97
LOCAL AGENCY INVESTMENT FUND (LAIF)	Varies	Varies	NR	Varies	8,277,070.14	1.79%	8,290,667.85
<u>CERTIFICATES OF DEPOSIT</u>							
American Express Centurion (FDIC Gtd)	2.10%	06/03/20	FDIC	06/08/15	245,000.00	2.10%	245,592.01
Ally Bank (FDIC Gtd)	3.00%	07/26/21	FDIC	07/26/18	246,000.00	3.00%	246,000.00
Discover Bank (FDIC Gtd)	1.75%	11/02/21	FDIC	11/02/16	248,000.00	1.75%	248,000.00
BMW Bank North America (FDIC Gtd)	3.10%	08/10/22	FDIC	08/10/18	246,000.00	3.10%	246,000.00
Wells Fargo Bank (FDIC Gtd)	3.25%	09/28/22	FDIC	09/28/18	249,000.00	3.25%	249,000.00
Morgan Stanley (FDIC Gtd)	3.20%	05/17/23	FDIC	05/17/18	246,000.00	3.20%	246,000.00
Synchrony Bank (FDIC Gtd)	3.30%	07/20/23	FDIC	07/20/18	246,000.00	3.30%	246,000.00
CitiBank (FDIC Gtd)	3.30%	09/21/23	FDIC	09/21/18	245,000.00	3.30%	245,000.00
SUBTOTAL CERTIFICATES OF DEPOSIT					1,971,000.00		1,971,592.01
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>							
Federal National Mortgage Association	1.60%	11/23/21	AAA	11/23/16	750,000.00	1.60%	748,431.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES					750,000.00		748,431.00
MISCELLANEOUS CASH					3,500.00		3,500.00
TOTAL POOLED CASH & INVESTMENTS					11,766,885.11		11,779,505.83

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 10A

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

Via: Leslie Roseberry, Interim Development Services Director

Presented By: Michael Daudt, City Attorney

Subject: Ordinance No. 2020-03 – State Mandated Elimination of Large Family Daycare Home Regulations (ZOA 19-03)

SUMMARY

Consideration of an ordinance amending Los Alamitos Municipal Code Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 as required to address recent changes in state law concerning the regulation of Large Family Daycare Homes (ZOA 19-03) (Citywide). On April 22, 2020, the Planning Commission voted to recommend adoption of the proposed ordinance to the City Council in their April 22, 2020. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City.

RECOMMENDATIONS

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2020-03; and,
2. City Attorney Daudt read the title of Ordinance No. 2020-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150, AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF LARGE FAMILY DAYCARE HOMES (ZOA 19-03)."
3. Consideration of an exemption from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as

defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

BACKGROUND

On September 5, 2019, Governor Newsom approved Senate Bill 234 – Family Daycare Homes, amending the California Child Day Care Act (“SB 234”), which became effective January 1, 2020. Prior to the enactment of SB 234, state law differentiated between small family daycare homes providing care for up to 8 children and large family daycare homes providing care for up to 14 children. Small family daycare homes were considered a residential use of property permitted by right in residential zoning districts. By contrast, cities retained the ability to regulate large family daycare homes by imposing permit requirements and use restrictions. SB 234 removes the distinction between small family daycare homes and large family daycare homes for purposes of land use regulation. Cities are now required to treat large family daycare homes as a residential use of property permitted by right in all residential zoning districts. Further, SB 234 clarifies that such uses are not only permitted in detached single-family residences, but may also be established in a townhouse, multifamily dwelling, or an accessory dwelling unit.

In accordance with Los Alamitos Municipal Code Section 17.58, the Planning Commission considered the proposed code amendment on April 22, 2020 and approved Resolution No. 20-02 recommending to City Council approval of the proposed ordinance. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the finding required by Los Alamitos Municipal Code Section 17.58.060 that approval of the code amendment will not be detrimental to the public convenience, health, interest, safety or welfare of the City. The Planning Commissioners felt that the passage of the ordinance would adversely affect the character of the City’s residential neighborhoods.

DISCUSSION

The proposed ordinance amends several sections of the Los Alamitos Municipal Code to comport with the mandates of SB 234. The allowable residential land use table has been amended to show that both small and large family daycare home uses are permitted in the City’s residential zones. Prior requirements for additional parking for Large Family Daycare uses have been deleted. Prior regulations specific to Large Family Daycare, which addressed fences and walls, play area equipment, drop-off and pick-up areas, and City inspections among other things have been eliminated. Additionally, the Los Alamitos Municipal Code definitions for Family Daycare Home, Large and Small have been updated.

NOTICING

On May 6, 2020, Notice of Public Hearing was posted at City Hall. It was also published in the News Enterprise on May 6, 2020 as a 1/8th of a page notice.

FISCAL IMPACT

None.

Submitted by: Michael Daudt, City Attorney

Reviewed by: Leslie Roseberry, Interim Development Services Director

Approved by: City Manager Simmons

Attachments:

- 1. Ordinance No. 2020-03*
- 2. Planning Commission Resolution No. 2020-02*
- 3. Planning Commission Draft Minutes 4-22-2020*

ORDINANCE NO. 2020-03

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, AMENDING
SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150,
AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL
CODE CONCERNING THE REGULATION OF LARGE
FAMILY DAYCARE HOMES (ZOA 19-03)**

WHEREAS, on September 5, 2019, Governor Newsom approved Senate Bill 234 – Family Daycare Homes, amending the California Child Day Care Act (“SB 234”); and,

WHEREAS, prior to the enactment of SB 234, state law differentiated between small family daycare homes providing care for up to 8 children and large family daycare homes providing care for up to 14 children; and,

WHEREAS, prior to the enactment of SB 234, state law required cities to treat small family daycare homes as a residential use of property permitted by right in residential zoning districts; conversely cities retained the ability to impose permit requirements and use restrictions regulating large family daycare homes; and,

WHEREAS, SB 234 removes the distinction between small family daycare homes and large family daycare homes for purposes of land use regulation by requiring cities to now also treat large family daycare homes as a residential use of property permitted by right in residential zoning districts; and,

WHEREAS, this Ordinance amends Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 of Title 17 (Zoning Regulations) of the Los Alamitos Municipal Code to ensure consistency and compliance with SB 234; and

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning this proposed code amendment on April 22, 2020, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed code amendment on May 18, 2020; and,

WHEREAS, the City Council considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

**THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES
ORDAIN AS FOLLOWS:**

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Pursuant to Section 17.58.060 of the Los Alamitos Municipal Code, the following findings are made in support of this code amendment:

- a) *This Ordinance ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the Zoning Code.*

ZOA 19-03 does not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code.

- b) *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

ZOA 19-03, as mandated by Senate Bill 234, eliminates discretionary review and regulation of Large Family Daycare Homes by the City; however, the State Department of Social Services will continue to license and regulate such facilities. Therefore, this action will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.

- c) *This Ordinance has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures.*

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

SECTION 3. Section 17.08.020, Table 2-02 (Allowed Uses and Permit Requirements for Residential Zones) of the Los Alamitos Municipal Code is hereby amended by revising the following columns and rows pertaining to Family Daycare Homes:

Use	R-1	R-2	R-3	M-H	Specific Use Regulations
Family Daycare Home – Large	P	P	P	P	See Section 17.28.140
Family Daycare Home – Small	P	P	P	P	See Section 17.28.150

SECTION 4. Section 17.22.030, Table 3-05 (Parking Requirements by Use) of the Los Alamitos Municipal Code is hereby amended by deleting the following column and row (deleted text in strikeout):

MEDICAL AND CARE USES	
Day Care Homes—Large	2 on-site parking spaces in addition to any spaces required for the primary residential use

SECTION 5. Section 17.28.140 of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

17.28.140 Family Daycare Home – Large

All large family daycare homes, as defined in Chapter 17.74 (Definitions), shall comply with all applicable state laws, regulations, and rules governing family daycare homes. Such facilities do not require any discretionary City permits and are exempt from Chapter 17.44 (Site Development Permit – Major and Minor).

SECTION 6. Section 17.28.150 of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

17.28.150 Small Family Daycare Home – Small

All small family daycare homes, as defined in Chapter 17.74 (Definitions), shall comply with all applicable state laws, regulations, and rules governing family daycare homes. Such facilities do not require any discretionary City permits and are exempt from Chapter 17.44 (Site Development Permit – Major and Minor).

SECTION 7. Section 17.74.060 (F Definitions) of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

Family Daycare Home. A facility that regularly provides care, protection, and supervision for 14 or fewer children, in the provider’s own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family daycare home or a small family daycare home.

Family Daycare Home – Large. A large family daycare home is a facility that provides care, protection, and supervision for 7 to 14 children, inclusive, including children under 10 years of age who reside at the home.

Family Daycare Home – Small. A small family daycare home is a facility that provides care, protection, and supervision for 8 or fewer children, including children under 10 years of age who reside at the home.

A small family daycare home or large family daycare home includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the daycare provider resides, and includes a dwelling or a dwelling unit that is rented, leased, or owned.

SECTION 8. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this 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 Ordinance. The City Council hereby declares that it would have adopted this 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 9. 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 15th day of June, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, CMC, 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 that the foregoing Ordinance No. ____ was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of May, 2020 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 15th day of June, 2020, by the following roll-call vote, to wit:

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

Windmera Quintanar, CMC, City Clerk

RESOLUTION NO. 2020-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECOMMENDING THE CITY COUNCIL: (1) ADOPT ORDINANCE NO. 20-XX AMENDING SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150, AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF LARGE FAMILY DAYCARE HOMES, AND (2) ADOPT ORDINANCE NO. 20-XX AMENDING AND RESTATING SECTIONS 17.08.020 AND 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS

WHEREAS, the California State Legislature approved several bills during its 2019-20 Regular Session that impact local regulation of Large Family Daycare Homes (SB 234) and Accessory Dwelling Units (AB 88, SB 13 and AB 68), which became effective January 1, 2020; and,

WHEREAS, on December 18, 2019, the Planning Commission of the City of Los Alamitos, California approved Resolution of Intention No. 19-20 directing Staff to prepare and return to the Planning Commission with proposed amendments to the Los Alamitos Zoning Code to address this legislation ("Amendments"); and,

WHEREAS, on April 22, 2020, the Planning Commission held a duly noticed Public Hearing concerning the proposed Amendments; and,

WHEREAS, the Planning Commission considered all applicable Staff reports, public testimony and evidence presented at the Public Hearing.

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

SECTION 1. The Planning Commission finds that the above recitals are true and correct.

SECTION 2. The Planning Commission hereby recommends that the City Council adopt Ordinance No. 20-xx amending Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 of the Los Alamitos Municipal Code concerning the regulation of large family daycare homes, attached hereto as Exhibit "A".

SECTION 3. The Planning Commission hereby recommends that the City Council adopt Ordinance No. 20-xx amending and restating Sections 17.08.020

and 17.28.020 of the Los Alamitos Municipal Code concerning the regulation of Accessory Dwelling Units, attached hereto as Exhibit "B".

SECTION 4. The Secretary of the Planning Commission shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 22nd day of April 2020.

Larry Andrade, Chair

ATTEST:

Leslie Roseberry, Secretary

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Leslie Roseberry, Planning Commission Secretary of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission held on the 22nd day of April 2020, by the following vote, to wit:

AYES: COMMISSIONERS:
NOES: COMMISSIONERS:
ABSENT: COMMISSIONERS:
ABSTAIN: COMMISSIONERS:

Leslie Roseberry, Secretary

Exhibit "A"

Ordinance No. xx-xx

Exhibit "B"

PC RESO 2020-02

Ordinance No. xx-xx

MINUTES OF PLANNING COMMISSION/SUBDIVISION COMMITTEE MEETING OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – April 22, 2020

1. CALL TO ORDER

The Planning Commission/Subdivision Committee met in Regular Session at 7:02 p.m., Wednesday, April 22, 2020, in a video conference, Chair Andrade presiding.

2. ROLL CALL

Present: Commissioners: Chair Andrade, Vice Chair Grose
Culity, Debolt, Loe, Riley (7:07 p.m.), and
Sofelkanik

Staff: Leslie Roseberry, Interim Development Services Director
Michael Daudt, City Attorney
Tom Oliver, Associate Planner
Maria Veronica Enciso, Department Secretary
Windmera Quintanar, MMC, City Clerk

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair Andrade.

4. ORAL COMMUNICATIONS

Department Secretary Enciso quickly shared that there were no public comments received by the 4:00 p.m. cut-off time.

6. APPROVAL OF MINUTES

A. Approve the Minutes for the Regular Meeting of January 22, 2019

Motion/Second: Grose/Art

Carried 6/0 (Andrade abstained): The Planning Commission approved the minutes of the Regular meeting of January 22, 2020.

ROLL CALL VOTE

Chair Andrade	Abstained
Vice Chair Grose	Aye
Commissioner Culity	Aye
Commissioner Debolt	Aye
Commissioner Loe	Aye
Commissioner Riley	----
Commissioner Sofelkanik	Aye

7. CONSENT CALENDAR

None.

8. PUBLIC HEARING

A. ZOA 19-02 & 19-03

State Mandated Updates to Family Daycare Homes and Accessory Dwelling Unit (ADU) Regulations

Consideration of a Planning Commission resolution recommending that the City Council adopt a draft ordinance to amend Los Alamitos Municipal Code chapters 17.08, 17.22, 17.28 & 17.74 as required to address recent changes in state law concerning the regulation of: (1) Large Family Daycare Homes (ZOA 19-03), and (2) Accessory Dwelling Units (ZOA 19-02) (Citywide).

Associate Planner Oliver summarized the staff report.

Chair Andrade opened public hearing.

Department Secretary Enciso shared that there were no requests received to speak during the public hearing.

Chair Andrade closed public hearing.

Commissioner Debolt and City Attorney Daudt discussed the differences between the City ordinances and State law.

Commissioner Riley asked about the spacing requirement precluding attached garage to an ADU and received clarification from City Attorney Daudt that this is in regards to new detached ADU.

Commissioner Sofelkanik and City Attorney Daudt discussed the following:

- The City currently has an existing ADU law that conflicts with the current state law and the need to either update it or rescind the current provisions.
- Suggestion that the ordinance be narrow to keep the density low.

Commissioner Debolt suggested to follow the state law in regards to the setbacks and spacing.

Chair Andrade agreed to leave the distance to 10-feet as well as leaving the 1,000 square feet [as stated in the state law] (in regards to the unit size and height).

Commissioner Sofelkanik shared that if 1,000 square feet were to be used, it would discourage the development of two bedrooms. He suggested the Planning Commission use this opportunity to tackle the density issue.

The Planning Commission discussed the following in regard to the unit size and height that was present in the drafted ordinance (Section 4E 5a).

- Commissioner Sofelkanik shared that the ordinance would diminish the quality of life, safety, and welfare of the neighborhood.

- Commissioner Andrade shared that the drafted ordinance was not ideal, but something needs to be done.

Commissioner Debolt asked and received clarification from City Attorney Daudt regarding the bedroom count of a 1,000 square foot unit and the three findings listed on page 2 of the drafted ordinance.

Commissioner Debolt shared his opinion to scrap the existing ADU and adopt the state code.

The Planning Commission and City Attorney Daudt discussed the ADU law mentioned in the staff report (page 3 of 4).

- Commissioner Culty expressed that she does not agree with the summary stating the maximum size may not be less than 850 square feet.

The Planning Commission discussed the Family Daycare Homes item in the staff report (page 4 of 4).

- Commissioner Sofelkanik shared that he disagrees with the findings listed.

Commissioner Sofelkanik and City staff discussed the appearance of the ADU's (design guidelines) from a different City and suggested to keep the existing language regarding architectural compatibility.

City Attorney Daudt suggested to the Planning Commission to express to the City Council their concerns of the findings in regards to this item.

Interim Development Services Director Roseberry clarified that there is a building code that does require spacing between structures.

Commissioner Loe shared that there are architectural differences between R1 and R3.

Commissioner Riley shared that he cannot agree with the findings presented in the proposed ordinance.

Vice Chair Grose shared that nothing in the ordinance is about the health and safety of the residents.

Interim Development Services Director Roseberry clarified to the Planning Commission that they make a motion that clearly outlines their wants.

Commissioner Sofelkanik and Commissioner Debolt discussed the utilities section of the ADU ordinance.

Chair Andrade suggested to the Planning Commission that there is need to tighten up the language in the ordinances.

The Planning Commission and staff discussed the following:

- Options for the Planning Commission to make their decision to continue this item or advise staff with direction for the ordinances.
- Setbacks and spacing of ADU's.
- The need to update the portions of the City's codes that are not consistent with the General Plan.
- Architectural guidelines.

Motion/Second: Art/Grose

Carried 6/0: Planning Commission voted to recommend adoption of the proposed ordinance to the City Council, with changes to the maximum unit size and architecture standards. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City

ROLL CALL VOTE

Chair Andrade	Aye
Vice Chair Grose	Aye
Commissioner Cui	Aye
Commissioner DeBolt	Aye
Commissioner Loe	Aye
Commissioner Riley	Aye
Commissioner Sofelkanik	Nay

9. STAFF REPORT

None.

10. DISCUSSION

None.

11. ITEMS FROM THE DEVELOPMENT SERVICES DIRECTOR

Interim Development Services Director Roseberry emphasized that staff is still taking care of business although staff is telecommuting also shared that Public Works Foreman Gary Saldivar is retiring on May 7th.

Chair Andrade asked if there are any reports of the coronavirus in the City, Interim Development Services Director Roseberry and Vice Chair Grose clarified that there are.

12. COMMISSIONER REPORTS

Vice Chair Grose gave a shout out to the Recreation and Community Services Department for the work they are doing.

Commissioner Sofelkanik gave a shout out to Department Secretary Enciso for her assistance in setting up the Zoom meeting.

Chair Andrade thanks the Planning Commission for his or her participation and hopes for everyone to stay safe.

13. ADJOURNMENT

The Planning Commission adjourned the meeting at 8:56 p.m.

ATTEST:

Larry Andrade, Chair

Leslie Roseberry, Secretary

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 10B

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

Via: Leslie Roseberry, Interim Development Services Director

Presented By: Michael Daudt, City Attorney

Subject: Ordinance No. 2020-04 – State Mandated Updates to Accessory Dwelling Unit (ADU) Regulations (ZOA 19-02)

SUMMARY

Consideration of an ordinance amending Los Alamitos Municipal Code Sections 17.08.020 and 17.28.020 as required to address recent changes in state law concerning the regulation of Accessory Dwelling Units (ZOA 19-02) (Citywide). On April 22, 2020, the Planning Commission voted to recommend adoption of the proposed ordinance to the City Council, with changes to the maximum unit size and architecture standards. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City.

RECOMMENDATIONS

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2020-04; and,
2. City Attorney Daudt read the title of Ordinance No. 2020-04, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTIONS 17.08.020 AND 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 19-02)."
3. Consideration of an exemption from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 (statutory exemption for second unit ordinances); CEQA Guidelines Sections 15282(h) (statutory exemption for second unit ordinances); 15303 (new construction of small structures) and 15305 (minor alterations to land). This action is also exempt under California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a

direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

BACKGROUND

An Accessory Dwelling Unit (ADU) is a small residential dwelling unit that provides complete independent living facilities (i.e., living space, kitchen, restroom, etc.) on the same lot as a primary residence. An ADU can be attached or detached from the primary dwelling.

During its 2019-2020 legislative session, the California Legislature approved several bills, now codified at Government Code Section 65852.2, encouraging the development of ADUs and restricting the City's ability to regulate ADUs through local land use controls and development standards (the "2020 ADU Law"). An amendment to the City's existing ADU regulations is required to comply with the 2020 ADU Law.

In accordance with Los Alamitos Municipal Code Section 17.58, the Planning Commission considered the proposed code amendment on April 22, 2020 and approved Resolution No. 20-02 recommending to City Council approval of the proposed ordinance, with changes to the maximum unit size and architectural standards. In response to the Planning Commission's direction, the following changes have been incorporated into the proposed ordinance:

- 1) The maximum size of a detached two-bedroom ADU is 1,000 square feet. The 2020 ADU Law prohibits the City from establishing a maximum square footage requirement that is less than this amount; and
- 2) Architectural control language has been inserted that provides, the exterior materials, colors, roof pitch and architecture of an ADU shall be similar to and compatible with the primary unit(s).

Additionally, in response to input from the Planning Commission, the public convenience, health, interest, safety, and welfare finding set forth in Section 2(b) of the proposed ordinance has been revised to acknowledge the limitations on local land use and zoning control imposed by the 2020 ADU Law and to identify the scope of local regulations implemented by the ordinance that are intended to preserve the character of Los Alamitos to the greatest extent possible.

DISCUSSION

The proposed ordinance incorporates amendments to the Los Alamitos Municipal Code required to comply with the 2020 ADU Law. As enacted by Senate Bill 13 (Wieckowski), Assembly Bill 68 (Ting), and Assembly Bill 881 (Bloom), the 2020 ADU Law makes major changes to state law to facilitate the development of more ADUs and to address perceived barriers to the construction of ADUs. Key provisions of the 2020 ADU Law include:

- The City must allow ADUs within single-family, multi-family residential and mixed-use zones;
- Existing garages can be converted to an ADU or demolished to build a new ADU, however, the City cannot require the on-site parking to be replaced;
- The City cannot require a rear or side yard setback greater than four feet.;
- The City cannot impose minimum lot size standards for ADUs;
- Maximum size may not be less than 850 square feet for a studio or one-bedroom ADU or 1,000 square feet for ADU that provides more than one bedroom;
- One Junior ADU and one detached ADU may be provided on the same lot;
- Up to two detached ADUs may be developed on a lot with an existing multi-family dwelling;
- The City must act on an application for an ADU on a lot with an existing single-family or multi-family structure within 60 days of receiving a completed application;
- The City cannot require owner occupancy for either the primary dwelling or the ADU;
- No impact fees may be imposed upon development of an ADU less than 750 square feet;
- Impact fee for ADU more than 750 square feet may be charged proportionately in relation to the square footage of the primary dwelling unit;

Attachment 2 to this report provides a comparison of the City's current ADU provisions and the recommended revisions reflected in the attached ordinance. If approved, a copy of the ordinance must be sent to the State Department of Housing and Community Development (HCD) within 60 days. Following its review, the HCD may submit written findings to the City as to whether the ordinance, in its assessment, complies with California Government Code Section 65852.2.

NOTICING

On May 6, 2020, Notice of Public Hearing was posted at City Hall. It was also published in the News Enterprise on May 6, 2020 as a 1/8th of a page notice.

FISCAL IMPACT

None.

Submitted by: Michael Daudt, City Attorney
 Reviewed by: Leslie Roseberry, Interim Development Services Director
 Approved by: Chet Simmons, City Manager

Attachments:

1. Ordinance No. 2020-04
2. ADU Comparison Chart
3. Government Code Section 65852.2
4. Planning Commission Resolution No. 2020-02
5. Planning Commission Draft Minutes 4-22-2020

ORDINANCE NO. 2020-04**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTIONS 17.08.020 AND 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 19-02)**

WHEREAS, an Accessory Dwelling Unit (ADU) is a small residential dwelling unit that provides complete independent living facilities (i.e., living space, kitchen, restroom, etc.) on the same lot as a primary residence. An ADU can be attached or detached from the primary dwelling; and,

WHEREAS, commencing in 2002, and again with enactments in 2016 and 2017, the California State Legislature has encouraged the development of ADUs by requiring local agencies to streamline approval of these units; and,

WHEREAS, during its 2019-2020 Regular Session the California Legislature approved a number of bills, codified at Government Code Section 65852.2 ("2020 ADU Law"), which further restrict the ability of local governments to regulate ADUs through local land use controls and development standards; and,

WHEREAS, this Ordinance amends and restates Section 17.28.020 of Title 17 (Zoning Regulations) of the Los Alamitos Municipal Code to ensure consistency and compliance with the 2020 ADU Law and to preserve the City's limited remaining authority to regulate ADUs; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning this proposed code amendment on April 22, 2020, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed code amendment on May 18, 2020; and,

WHEREAS, the City Council considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Pursuant to Section 17.58.060 of the Los Alamitos Municipal Code, the

following findings are made in support of this code amendment:

- a) *This Ordinance ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the Zoning Code.*

ZOA 19-02 is consistent with the General Plan because it facilitates the construction of ADUs and will help to ensure that an adequate supply of housing is available to meet future and existing housing needs of all economic segments of the community. (General Plan Housing Strategy Area 4: Adequate Housing Supply)

- b) *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

ZOA 19-02 ensures the character of the City's residential neighborhoods is preserved to the maximum extent possible given the limitations on local land use and zoning control imposed by California Government Code Section 65852.2. ZOA 19-02 enacts standards unit for height, size, number of bedrooms, aesthetics, spacing, and restrictions on short-term rentals intended to ensure that ADUs will not create negative impacts and will be in harmony with the character of Los Alamitos.

- c) *This Ordinance has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures.*

The City Council of the City of Los Alamitos determines that this Ordinance is exempt from CEQA per Public Resources Code Section 21080.17 and CEQA Guidelines Section 152(h), which state the adoption of an ordinance regarding second dwelling units (accessory dwelling units) to implement the provisions of Government Code Section 65852.2 are exempt from CEQA; this Ordinance is further exempt from CEQA pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

SECTION 3. Section 17.08.020, Table 2-02 (Allowed Uses and Permit Requirements for Residential Zones) of the Los Alamitos Municipal Code is hereby amended by revising the following columns and rows pertaining to ADUs:

Use	R-1	R-2	R-3	M-H	Specific Use Regulations
Accessory Dwelling Unit	P	P	P	P	See Section 17.28.020

SECTION 4. Section 17.28.020 of Article 4 (Regulations for Specific Land Uses and Activities) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

17.28.020 Accessory Dwelling Units and Junior Accessory Dwelling Units

A. Purpose. The purpose of this Section is to provide for and regulate the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in a manner consistent with California Government Code sections 65852.2 and 65852.22.

B. Definitions. The following terms used in this Section shall have the meanings indicated below:

“Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

“Director” means the Development Services Director or their designee.

“Junior accessory dwelling unit” or “JADU” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities, or may share sanitation facilities with the single-family residence.

“Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

“Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

“Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

“Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

C. Conforming ADUs. An ADU that conforms to this Section shall:

1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;
2. Be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located;
3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth; and
4. Not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was constructed with a new single-family dwelling.

D. Locations Permitted.

1. ADUs are permitted on any lot zoned to allow single-family or multifamily residential units that includes a proposed or existing single-family or multifamily dwelling.
2. JADUs are permitted on any lot zoned to allow single-family or multifamily residential units that includes a proposed or existing single-family dwelling.
3. Notwithstanding the foregoing, no ADU may be constructed in an area in which the development of new residential units or residential additions, the addition of bathrooms, or new or additional connections to the water or sewer system would otherwise be prohibited due to inadequate water or sewer capacity, as determined by reference to objective and generally applicable rules, regulations, or maps adopted and/or maintained by the water service or sewer provider, as applicable.

E. ADU Requirements. Except as provided in Section F(2) below, all ADUs must comply with the following criteria:

1. **Legal Lot/Residence.** An ADU shall only be allowed on a lot that contains a proposed or legally developed existing single-family or multifamily residence.
2. An ADU shall be either:
 - (a) Attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure; or
 - (b) Detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
3. **Occupancy and Ownership.** Except as otherwise provided by law (e.g., Government Code section 65852.26), an ADU may be rented separate from the

primary residence, but may not be sold or otherwise conveyed separate from the primary residence. No ADU, or primary residence on the same lot, shall be rented out for a term of less than 30 consecutive days. The property owner of the lot upon which an ADU is located need not occupy either the ADU, or the primary residence as his or her domicile.

4. *Number of Units Per Lot.*

(a) For lots with a proposed or existing single-family dwelling, no more than one attached or detached ADU shall be permitted on the lot.

i. Notwithstanding the foregoing, a lot with a proposed or existing single-family dwelling may have one JADU and one detached ADU.

(b) For lots with an existing multifamily dwelling:

i. At least one attached ADU, and up to 25 percent of the number of the existing units may be constructed within portions of the existing multifamily dwelling structure that are not used as livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages) provided all applicable building code standards are met.

ii. Not more than two detached ADUs shall be permitted on the lot.

5. *Unit Size, Height and Design.*

(a) The maximum size of a detached or attached ADU is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms.

(b) If there is an existing primary dwelling, the total floor area of an attached ADU shall not exceed 50 percent of the floor area of the existing primary dwelling.

(c) The minimum size of a detached or attached ADU is 200 square feet.

(d) No more than two bedrooms are allowed in any ADU.

(e) No FAR, lot coverage, or open-space requirements may be applied which would not permit at least an 800-square foot ADU that is at least 16 feet in height with four-foot side and rear yard setbacks.

(f) The height of an ADU shall not exceed 16 feet unless the ADU is within the existing space of a single-family dwelling, an accessory structure, or multifamily dwelling structure.

- (g) The exterior materials, colors, roof pitch and architecture of an ADU shall be similar to and compatible with the primary unit(s).
6. *Applicability of Development Standards.* Except as otherwise provided in this Section, all ADUs must conform to the development standards set forth in this Title 17 for the zoning district in which they are located.
7. *Setbacks and Spacing.*
- (a) No setbacks are required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU. For all other ADUs, minimum setbacks of no less than four feet from the side and rear lot lines are required.
- (b) A minimum distance of ten feet is required between a detached ADU and the primary dwelling unit, and all other structures, including garages, on the property.
8. *Building and Fire Code Compliance.* All ADUs must satisfy the requirements of the Los Alamitos Building Code and Fire Code and any other applicable provisions of the California Building Standards Code. However, fire sprinklers shall not be required if they are not required for the primary residence.
9. *Off-street Parking.*
- (a) One off-street parking space must be provided for an attached or detached ADU. The required parking space may be permitted in setback areas, or through tandem parking on a driveway, unless specific findings are made by the Director that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety concerns.
- (b) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- (c) Off-street parking is not required in the following instances:
- i. The ADU is located within one-half mile walking distance of public transit, including transit stations and bus stations;
 - ii. The ADU is located within an architecturally and historically significant historic district;

- iii. The ADU is part of the proposed or existing primary residence or accessory structure;
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU; and/or
 - v. When there is a car share vehicle station located within one block of the ADU.
10. *Exterior Access.* An attached ADU must have independent exterior access from the proposed or existing primary dwelling.
11. *Passageway.* No passageway shall be required in conjunction with the construction of an ADU.
12. *Accessibility Standards.* New construction of any ground level accessory dwelling unit shall be designed and constructed to allow for disability/accessibility standards. Plans shall demonstrate future entrance capability and actual construction shall include adequate door and hallway widths, maneuvering space in kitchens and bathrooms, and structural reinforcements for grab bars.
13. *Conversion of Existing Primary Unit.* An existing primary dwelling may be converted to an ADU if it complies with all applicable requirements of this Section.

F. Permit Procedures.

1. *Director Approval.* Except as provided under Subsection (2) below, prior to the issuance of a building permit for an ADU or JADU, the applicant shall obtain approval from the Director.
 - (a) An application must be submitted on a form approved by the Director. The application must demonstrate compliance with the requirements of this Section and shall be submitted with the appropriate fee as may be approved by resolution of the City Council.
 - (b) The Director will review and approve complete applications that comply with the requirements of this Section. The application shall be considered ministerially with no discretionary review or public hearing.
 - (c) The Director shall approve or deny an application within 60 days of receiving a complete application that meets the requirements of this Section, unless either:
 - i. The applicant requests a delay, in which case the 60-day period may be tolled for the period of the requested delay, or

- ii. If the application to create an ADU or a JADU unit is submitted with an application to create a new single-family dwelling on the lot, the Director may delay acting on the application for the ADU or the JADU until the City acts on the application to create the new single-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- 2. *Building Permit Only.* The following types of ADUs and JADUs, shall be approved upon the issuance of a building permit and without Development Services Director review, regardless of whether the proposed ADU meets the development standards for parking, unit height, size, floor area, landscaping, and setbacks and spacing contained in this Section:
 - (a) One ADU or JADU per lot with a proposed or existing single-family dwelling if all of the following apply:
 - i. The ADU or JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress;
 - ii. The space has exterior access from the proposed or existing single-family dwelling;
 - iii. The side and rear setbacks are sufficient for fire and safety; and
 - iv. The JADU complies with the requirements of Subsection (I).
 - (b) One detached, new construction, ADU that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The ADU may be combined with a JADU described in Subsection 2(a), if the detached ADU satisfies the following conditions:
 - i. The total floor area is 800 square feet or less; and
 - ii. The peak height above grade is 16 feet or less.
 - (c) At least one ADU, and up to 25 percent of the existing number of multifamily dwelling units, within the portions of an existing multifamily dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided each unit complies with applicable building standards for dwellings.

(d) Not more than two ADUs that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

3. *Zoning Conformity.* The City shall not require, as a condition of approval of a permit application for the creation of an ADU or JADU), the correction of nonconforming zoning conditions.

G. Utilities

1. All ADUs must be connected to public utilities, including water, electric, and sewer services. For example, ADUs proposed to be installed on a property with only septic tanks are prohibited.
2. An ADU that is contained within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure, as described under Subsection (F)(2)(a)(i) above, is not required to have a new or separate utility connection between the ADU and the utility. Nor is a connection fee or capacity charge required unless the ADU is constructed within a new single-family home.
3. All other ADUs other than those mentioned in Subsection (G)(2) above may require a new or separate utility connection between the ADU and the utility. Any connection fee or capacity charge shall be proportionate to the burden placed on the water and sewer systems due to either its square feet, or drainage fixture unit (DFU) vales, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. The Director shall make the determination as to whether a new or separate utility connection is required.

H. Fees.

1. No impact fee is required for an ADU measuring less than 750 square feet. Any impact fees charged for an ADU of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.
2. Construction of an ADU is subject to any applicable fee adopted under the California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012).

I. JADU Requirements.

1. *Occupancy and Ownership.* A JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence. The JADU may not be rented on a short-term basis of less than 30

consecutive days. The property owner of the lot upon which a JADU is located must occupy either the JADU or the primary residence as his or her domicile.

2. *Footprint.* A JADU located within a proposed or existing single-family residence may only be constructed within the walls of the residence.
3. *Size.* A JADU shall not be less than 220 square feet and shall not exceed 500 square feet in size.
4. *Separate Entrance.* A JADU located within a proposed or existing single-family residence must include a separate entrance from the main entrance of the residence.
5. *Kitchen Requirements.* A JADU must include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
6. *Parking.* No additional off-street parking is required for a JADU beyond that required at the time the existing primary dwelling was constructed.
7. *Fire Protection.* For purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate new dwelling unit.
8. *Utility Service.* For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit.
9. *Deed Restriction.* Prior to the issuance of a building permit for a JADU, the owner shall record a deed restriction against the title of the property in the County Recorder's office with a copy filed with the Director. The deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns. The form of the deed restriction shall be provided by the City and shall provide that:
 1. The property shall include no more than one JADU.
 2. The JADU may not be sold, mortgaged, transferred separately from the primary residence; this deed restriction may be enforced against future purchasers.
 3. The owner of the property shall occupy either the primary residence or the JADU as his or her domicile.
 4. The JADU may be rented, but may not be rented on a short-term basis of less than 30 consecutive days.

5. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this Section.

The deed restriction may not be modified or terminated without the prior written consent of the Director.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this 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 Ordinance. The City Council hereby declares that it would have adopted this 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 6. 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 15th day of June, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, CMC, 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 that the foregoing Ordinance No. _____ was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of May, 2020 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 15th day of June, 2020, by the following roll-call vote, to wit:

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

Comparison Chart: Current and Proposed Accessory Dwelling Unit (ADU) Standards Mandated by State Law

Requirement Type	Existing Standards	Proposed Standards
Zones allowing ADUs	Residential Zones (R1, R2, R3)	Any lot zoned to allow single-family or multifamily residential units
Junior Accessory Dwelling Unit (JADU)	Not permitted	Permitted on any lot zoned to allow single-family or multifamily residential units that includes a proposed or existing single-family dwelling
<u>Number of ADUs Permitted:</u> For Lots with Single Family Dwelling	One ADU per lot with an existing single family dwelling	One ADU and one JADU per lot with an existing or proposed single family dwelling
<u>Number of ADUs Permitted:</u> For Lots Developed with an Existing Multi-Family Dwelling	Not Permitted	1) At least one attached ADU, and up to 25% of the number of the existing units. ADUs may be constructed within portions of the existing multifamily dwelling structure that are not used as livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages). 2) Up to 2 detached ADUs on a lot.

Owner Occupancy	The property owner must reside within either the primary residence or the ADU	For ADUs, the property owner <i>is not</i> required to reside within either the primary residence of the ADU For JADUs, the owner of the property must reside within either the primary residence or the JADU
Short Term Rentals	No ADU shall be rented or leased for a term of less than 30 consecutive days	No change, as respects ADUs For JADUs, The JADU may not be rented or leased for a term of less than 30 days consecutive

Size of ADUs and JADUs	For ADUs: 1) The floor area of an attached ADU shall not exceed 50 percent of the existing living area, or 1,200 square feet, whichever is less 2) The total area of floor space for a detached ADU shall not exceed 1,200 square feet 3) The minimum size of an ADU shall be 200 square feet.	For ADUs: 1) The maximum size of a detached or attached ADU is 850 square feet for a studio or one-bedroom unit and 1,200 square feet for a unit with two bedrooms 2) If there is an existing primary dwelling, the total floor area of an attached ADU shall not exceed 50 percent of the floor area of the existing primary dwelling 3) The minimum size of a detached or attached ADU is 200 square feet 4) No more than two bedrooms are allowed in any ADU. For JADUs: A JADU shall not be less than 220 square feet and shall not exceed 500 square feet in size.
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Distance Between Primary Dwelling and ADU	A minimum distance of ten feet is required between a detached ADU and the primary dwelling unit, and all other structures, including garages, on the property	No change; 10-foot distance requirement retained
Height	The height of an ADU shall not exceed 15 feet	Maximum ADU height increased to 16 feet
Parking for new Attached or Detached ADUs	One space per ADU; may be provided on driveway or setback areas No additional parking required if: (1) property is located within ½ mile of public transit; or (2) the ADU is part of the existing primary residence or an existing accessory structure Replacement parking required when construction of an ADU involves the demolition or conversion of an existing garage, carport, or covered parking structure	One space per ADU; may be provided on driveway or setback areas No additional parking required if: (1) property is located within ½ mile of public transit; or (2) the ADU is part of the <i>proposed</i> or existing primary residence or an existing accessory structure Replacement parking <i>not</i> required when construction of an ADU involves the demolition or conversion of an existing garage, carport, or covered parking structure

§ 65852.2. Accessory dwelling units in areas zoned to allow..., CA GOVT § 65852.2

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

[West's Annotated California Codes](#)

[Government Code \(Refs & Annos\)](#)

[Title 7. Planning and Land Use \(Refs & Annos\)](#)

[Division 1. Planning and Zoning \(Refs & Annos\)](#)

[Chapter 4. Zoning Regulations \(Refs & Annos\)](#)

[Article 2. Adoption of Regulations \(Refs & Annos\)](#)

West's Ann.Cal.Gov.Code § 65852.2

§ 65852.2. Accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use; creation by ordinance

Effective: January 1, 2020

[Currentness](#)

<Section operative until Jan. 1, 2025. See, also, [§ 65852.2](#) operative Jan. 1, 2025.>

(a)(1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B)(i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling

unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x)(I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or

per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding [Section 65901](#) or [65906](#) or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use

permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, including any owner-occupant requirement, except that a local agency may require that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c)(1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e)(1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or

existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of [Section 65852.22](#).

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C)(i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the

primary residence.

(4) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(5) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite water treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(6) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f)(1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with [Section 66000](#)) and Chapter 7 (commencing with [Section 66012](#)).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3)(A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, “impact fee” has the same meaning as the term “fee” is defined in [subdivision \(b\) of Section 66000](#), except that it also includes fees specified in [Section 66477](#). “Impact fee” does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local

agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with [Section 66013](#), the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h)(1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2)(A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3)(A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with [Section 11340](#)) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) “Accessory dwelling unit” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in [Section 18007 of the Health and Safety Code](#).

(2) “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) “Efficiency unit” has the same meaning as defined in [Section 17958.1 of the Health and Safety Code](#).

(4) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) “Local agency” means a city, county, or city and county, whether general law or chartered.

(6) “Neighborhood” has the same meaning as set forth in [Section 65589.5](#).

(7) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

(8) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(10) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(11) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 ([Division 20 \(commencing with Section 30000\) of the Public Resources Code](#)), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in [subdivision \(a\) of Section 65583.1](#), subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to [Article 1 \(commencing with Section 17960\)](#) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2) below, a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with [Section 17980.12 of the Health and Safety Code](#):

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(o) This section shall remain in effect only until January 1, 2025, and as of that date is repealed.

Credits

§ 65852.2. Accessory dwelling units in areas zoned to allow..., CA GOVT § 65852.2

(Added by Stats.1982, c. 1440, § 2, operative July 1, 1983. Amended by Stats.1986, c. 156, § 1, operative April 1, 1987; Stats.1990, c. 1150 (A.B.3529), § 2; Stats.1994, c. 580 (A.B.3198), § 2; Stats.2002, c. 1062 (A.B.1866), § 2; Stats.2016, c. 720 (S.B.1069), § 5, eff. Jan. 1, 2017; Stats.2016, c. 735 (A.B.2299), § 1.5, eff. Jan. 1, 2017; Stats.2017, c. 594 (S.B.229), § 1, eff. Jan. 1, 2018; Stats.2017, c. 602 (A.B.494), § 1.5, eff. Jan. 1, 2018; Stats.2019, c. 653 (S.B.13), § 1, eff. Jan. 1, 2020; Stats.2019, c. 655 (A.B.68), § 1, eff. Jan. 1, 2020; Stats.2019, c. 659 (A.B.881), § 1.5, eff. Jan. 1, 2020.)

West's Ann. Cal. Gov. Code § 65852.2, CA GOVT § 65852.2
Current with urgency legislation through Ch. 3 of 2020 Reg.Sess

End of Document

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RESOLUTION NO. 2020-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECOMMENDING THE CITY COUNCIL: (1) ADOPT ORDINANCE NO. 2020-03 AMENDING SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150, AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF LARGE FAMILY DAYCARE HOMES, AND (2) ADOPT ORDINANCE NO. 2020-04 AMENDING AND RESTATING SECTIONS 17.08.020 AND 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS

WHEREAS, the California State Legislature approved several bills during its 2019-20 Regular Session that impact local regulation of Large Family Daycare Homes (SB 234) and Accessory Dwelling Units (AB 88, SB 13 and AB 68), which became effective January 1, 2020; and,

WHEREAS, on December 18, 2019, the Planning Commission of the City of Los Alamitos, California approved Resolution of Intention No. 19-20 directing Staff to prepare and return to the Planning Commission with proposed amendments to the Los Alamitos Zoning Code to address this legislation ("Amendments"); and,

WHEREAS, on April 22, 2020, the Planning Commission held a duly noticed Public Hearing concerning the proposed Amendments; and,

WHEREAS, the Planning Commission considered all applicable Staff reports, public testimony and evidence presented at the Public Hearing.

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

SECTION 1. The Planning Commission finds that the above recitals are true and correct.

SECTION 2. The Planning Commission hereby recommends that the City Council adopt Ordinance No. 2020-03 amending Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 of the Los Alamitos Municipal Code concerning the regulation of large family daycare homes, attached hereto as Exhibit "A".

SECTION 3. The Planning Commission hereby recommends that the City Council adopt Ordinance No. 2020-04 amending and restating Sections 17.08.020

and 17.28.020 of the Los Alamitos Municipal Code concerning the regulation of Accessory Dwelling Units, attached hereto as Exhibit "B".

SECTION 4. The Secretary of the Planning Commission shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 22nd day of April 2020.

Larry Andrade, Chair

ATTEST:

Leslie Roseberry, Secretary

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Leslie Roseberry, Planning Commission Secretary of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission held on the 22nd day of April 2020, by the following vote, to wit:

AYES: COMMISSIONERS:
NOES: COMMISSIONERS:
ABSENT: COMMISSIONERS:
ABSTAIN: COMMISSIONERS:

Leslie Roseberry, Secretary

MINUTES OF PLANNING COMMISSION/SUBDIVISION COMMITTEE MEETING OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – April 22, 2020

1. CALL TO ORDER

The Planning Commission/Subdivision Committee met in Regular Session at 7:02 p.m., Wednesday, April 22, 2020, in a video conference, Chair Andrade presiding.

2. ROLL CALL

Present: Commissioners: Chair Andrade, Vice Chair Grose
Culity, Debolt, Loe, Riley (7:07 p.m.), and
Sofelkanik

Staff: Leslie Roseberry, Interim Development Services Director
Michael Daudt, City Attorney
Tom Oliver, Associate Planner
Maria Veronica Enciso, Department Secretary
Windmera Quintanar, MMC, City Clerk

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair Andrade.

4. ORAL COMMUNICATIONS

Department Secretary Enciso quickly shared that there were no public comments received by the 4:00 p.m. cut-off time.

6. APPROVAL OF MINUTES

A. Approve the Minutes for the Regular Meeting of January 22, 2019

Motion/Second: Grose/Art

Carried 6/0 (Andrade abstained): The Planning Commission approved the minutes of the Regular meeting of January 22, 2020.

ROLL CALL VOTE

Chair Andrade	Abstained
Vice Chair Grose	Aye
Commissioner Culity	Aye
Commissioner Debolt	Aye
Commissioner Loe	Aye
Commissioner Riley	----
Commissioner Sofelkanik	Aye

7. CONSENT CALENDAR

None.

8. PUBLIC HEARING

A. ZOA 19-02 & 19-03

State Mandated Updates to Family Daycare Homes and Accessory Dwelling Unit (ADU) Regulations

Consideration of a Planning Commission resolution recommending that the City Council adopt a draft ordinance to amend Los Alamitos Municipal Code chapters 17.08, 17.22, 17.28 & 17.74 as required to address recent changes in state law concerning the regulation of: (1) Large Family Daycare Homes (ZOA 19-03), and (2) Accessory Dwelling Units (ZOA 19-02) (Citywide).

Associate Planner Oliver summarized the staff report.

Chair Andrade opened public hearing.

Department Secretary Enciso shared that there were no requests received to speak during the public hearing.

Chair Andrade closed public hearing.

Commissioner Debolt and City Attorney Daudt discussed the differences between the City ordinances and State law.

Commissioner Riley asked about the spacing requirement precluding attached garage to an ADU and received clarification from City Attorney Daudt that this is in regards to new detached ADU.

Commissioner Sofelkanik and City Attorney Daudt discussed the following:

- The City currently has an existing ADU law that conflicts with the current state law and the need to either update it or rescind the current provisions.
- Suggestion that the ordinance be narrow to keep the density low.

Commissioner Debolt suggested to follow the state law in regards to the setbacks and spacing.

Chair Andrade agreed to leave the distance to 10-feet as well as leaving the 1,000 square feet [as stated in the state law] (in regards to the unit size and height).

Commissioner Sofelkanik shared that if 1,000 square feet were to be used, it would discourage the development of two bedrooms. He suggested the Planning Commission use this opportunity to tackle the density issue.

The Planning Commission discussed the following in regard to the unit size and height that was present in the drafted ordinance (Section 4E 5a).

- Commissioner Sofelkanik shared that the ordinance would diminish the quality of life, safety, and welfare of the neighborhood.

- Commissioner Andrade shared that the drafted ordinance was not ideal, but something needs to be done.

Commissioner Debolt asked and received clarification from City Attorney Daudt regarding the bedroom count of a 1,000 square foot unit and the three findings listed on page 2 of the drafted ordinance.

Commissioner Debolt shared his opinion to scrap the existing ADU and adopt the state code.

The Planning Commission and City Attorney Daudt discussed the ADU law mentioned in the staff report (page 3 of 4).

- Commissioner Culty expressed that she does not agree with the summary stating the maximum size may not be less than 850 square feet.

The Planning Commission discussed the Family Daycare Homes item in the staff report (page 4 of 4).

- Commissioner Sofelkanik shared that he disagrees with the findings listed.

Commissioner Sofelkanik and City staff discussed the appearance of the ADU's (design guidelines) from a different City and suggested to keep the existing language regarding architectural compatibility.

City Attorney Daudt suggested to the Planning Commission to express to the City Council their concerns of the findings in regards to this item.

Interim Development Services Director Roseberry clarified that there is a building code that does require spacing between structures.

Commissioner Loe shared that there are architectural differences between R1 and R3.

Commissioner Riley shared that he cannot agree with the findings presented in the proposed ordinance.

Vice Chair Grose shared that nothing in the ordinance is about the health and safety of the residents.

Interim Development Services Director Roseberry clarified to the Planning Commission that they make a motion that clearly outlines their wants.

Commissioner Sofelkanik and Commissioner Debolt discussed the utilities section of the ADU ordinance.

Chair Andrade suggested to the Planning Commission that there is need to tighten up the language in the ordinances.

The Planning Commission and staff discussed the following:

- Options for the Planning Commission to make their decision to continue this item or advise staff with direction for the ordinances.
- Setbacks and spacing of ADU's.
- The need to update the portions of the City's codes that are not consistent with the General Plan.
- Architectural guidelines.

Motion/Second: Art/Grose

Carried 6/0: Planning Commission voted to recommend adoption of the proposed ordinance to the City Council, with changes to the maximum unit size and architecture standards. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City

ROLL CALL VOTE

Chair Andrade	Aye
Vice Chair Grose	Aye
Commissioner Cui	Aye
Commissioner DeBolt	Aye
Commissioner Loe	Aye
Commissioner Riley	Aye
Commissioner Sofelkanik	Nay

9. STAFF REPORT

None.

10. DISCUSSION

None.

11. ITEMS FROM THE DEVELOPMENT SERVICES DIRECTOR

Interim Development Services Director Roseberry emphasized that staff is still taking care of business although staff is telecommuting also shared that Public Works Foreman Gary Saldivar is retiring on May 7th.

Chair Andrade asked if there are any reports of the coronavirus in the City, Interim Development Services Director Roseberry and Vice Chair Grose clarified that there are.

12. COMMISSIONER REPORTS

Vice Chair Grose gave a shout out to the Recreation and Community Services Department for the work they are doing.

Commissioner Sofelkanik gave a shout out to Department Secretary Enciso for her assistance in setting up the Zoom meeting.

Chair Andrade thanks the Planning Commission for his or her participation and hopes for everyone to stay safe.

13. ADJOURNMENT

The Planning Commission adjourned the meeting at 8:56 p.m.

ATTEST:

Larry Andrade, Chair

Leslie Roseberry, Secretary

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 10C

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Fiscal Year 2020-21 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 1.9% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

RECOMMENDATIONS

1. Review the Fiscal Year 2020-21 Master Fee Schedule Update, and;
2. Adopt Resolution No. 2020-10, 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 1.9% 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. The proposed changes to the Master Fee Schedule are reflected in **Attachment 1** (2020-21 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 1.9% increase in applicable fees in accordance with the annual review provisions.

FISCAL IMPACT

Where applicable, the Fee Schedules reflect a 1.9% increase in consumer price index from March 2019 to March 2020 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 (\$15,000). The proposed Budget for Fiscal Year 2020-21 does not assume a CPI adjustment to the City's Fee Schedules.

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

*Attachments: 1. Resolution No. 2020-10 - Master Fee Schedule
2. Bureau of Labor Statistics, CPI Los Angeles Area – March 2020*

RESOLUTION NO. 2020-10

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, Resolution No. 2019-20 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, 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 Resolution 2020-XX, 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 1.9%, 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 be 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 18th day of May, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, California, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council held on the 18th day of May, 2020, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos



MASTER FEE SCHEDULE

Proposed Adoption: May 18, 2020

Implementation: August 1, 2020

Administration - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit	2020-21 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	\$ 11
Adm 5	Collections Fee	[9]	\$ 132	\$ 134
	Finance Processing Fees			
Adm 6	Admin Processing Fee (per transaction)		\$ 5	\$ 5
Adm 7	Refund Processing - Check		\$ 33	\$ 33
Adm 8	Check Reissuance	[12]	\$ 65	\$ 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]	\$ 293	\$ 298
	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]	\$ 114	\$ 116
	Business Permits and Regulations			
Adm 24	Bingo Permit	[5]	\$ 53	\$ 54
	Hourly Rates			
Adm 25	Admin Svcs - Hourly Rate		\$ 132	\$ 134
Adm 26	City Clerk - Hourly Rate		\$ 117	\$ 119
	Election Related			
Adm 27	Filing Fee Candidate's Nomination Papers	[15]	\$ 25	\$ 25

Administration - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit	2020-21 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	2217,
[15]	CA Elections Code 10228	

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
	Planning Zoning Related Fees		
PL 1	Accessory Structure Fee		\$ 80
PL 2	Administrative Use Permit - New (ex. Outside Dining)		\$ 80
PL 3	Administrative Use Permit - Renewal (ex. Outside Dining)		\$ 228
PL 4	Annexation - Deposit	[1,2]	Deposit \$20,000
PL 5	Appeal - Director - Non-Resident		\$ 2,499
PL 5.1	Appeal - Director - Resident		\$ 851
PL 6	Appeal - Planning Commission - Non-Resident	[2]	Deposit \$2,349
PL 6.1	Appeal - Planning Commission - Resident		\$ 1,038
PL 7	Applicant Case Continuance Fee		\$ 1,249
PL 8	Business License - Field Inspection		\$ 114
PL 9	Contract Planner - Expedited Services - Deposit (based on project)	[1,2]	Actual Cost
PL 10	Cottage Food Operation Permit		\$ 228
PL 11	CUP - Minor - Use Change		\$ 1,249
PL 12	CUP - Major - Construction Related		\$ 2,499
PL 13	Development Agreement - Deposit	[1,2]	Deposit \$20,000
PL 14	Ext of Time Requests - Discretionary	[2]	Deposit \$443
PL 15	Filming Permit (Public - see Encroachment Permit)		
PL 16	General Plan Amendment	[2]	Deposit \$2,438
PL 17	Home Occupation Permit		\$ 111
PL 18	Inspection Fee for Planning/ Code Enforcement (excessive)		\$ 228
PL 19	Interpretation and Similar Use	[2]	Deposit \$2,438
PL 20	Noticing Fee		\$ 228
PL 21	Planning Plan Check - Minor (Additional Sq. Ft of ≤ 250 sq. ft.)		\$ 114
PL 22	Planning Plan Check - Major (> 250 Sq. Ft)		\$ 454
PL 23	Pre-Application Meeting		\$ 1,363
PL 24	Preliminary Review		\$ 228
PL 25	Review of CCR's	[1]	Actual Cost
PL 26	Second Dwelling Unit application review		\$ 2,499
PL 27	Signs: Sign Permit		\$ 340
PL 28	Signs: Planned Sign Program		\$ 2,499
PL 29	Signs: Temp Banner/Sign		\$ 56
PL 30	Site Plan Review - Minor (additions, minor improvements; covers up to 1 hour)		\$ 2,499
PL 31	Site Plan Review - Major (all others)		\$ 3,408
PL 32	Street Name Change Request		\$ 682
PL 33	Street Naming		\$ 454
PL 34	Temporary Use Permit		\$ 909
PL 35	Special Event Permit (road closures, parades) - Non-Resident		\$ 454
PL 35.1	Special Event Permit (road closures, parades) - Resident		\$ 160
PL 36	Tentative Parcel Map		\$ 1,430
PL 37	Tentative Tract Map		\$ 1,634

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
PL 38	Variance		\$ 909
PL 39	Zoning Letter		\$ 454
PL 40	Zoning Ordinance Amendment - Map	[1,2]	Deposit \$2,500
PL 41	Zoning Ordinance - Text Amendment	[1,2]	Deposit \$2,500
PL 42	Zoning Permit		\$ 340
	Environmental Review		
PL 43	Initial Environmental Assessment		\$ 228
PL 44	Assessment - Historical Structures		\$ 228
PL 45	Environmental Review		\$ 5,679
PL 46	Negative Declaration	[1]	Actual Cost
PL 47	Mitigated Negative Declaration	[1]	Actual Cost
PL 48	Environmental Impact Report	[1]	Actual Cost
PL 49	Initial Study	[1]	Actual Cost
	NPDES/Stormwater		
PL 50	High - Annual Inspection		\$ 683
PL 51	Medium (every 2 yrs.)		\$ 455
PL 61	Low (every 5 yrs.)		\$ 265
	Document Fees		
PL 52	Copy Services (Per Page)		\$ 0.10
PL 53	Plans - Blueprints	[1]	Actual Cost
PL 54	Special Research by Planning Staff (hourly)		\$ 228
PL 55	County Recording Fee (pass thru; check written directly to County)	[1]	Actual Cost
	Processing Fees		
PL 56	Cash Bond Acceptance and Processing		\$ 114
PL 57	Tract/Other Bonds Processing		\$ 114
PL 58	Lien Processing		\$ 114
	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
PL 60	Live Entertainer - Application renewal	[1,2]	Deposit \$1,500
	Escort Related Businesses Fees		
PL 63	Escort License - Agency	[1,2]	Deposit \$1,500
PL 64	Escort License - Agency renewal	[1,2]	Deposit \$800
PL 65	Escort License - Individual	[1,2]	Deposit \$1,500
PL 66	Escort License - Individual renewal	[1,2]	Deposit \$1,500

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
	Adult Related Businesses Fees		
PL 67	Adult Use - Planning Permit Fee	[1,2]	Deposit \$1,500
PL 68	Adult Oriented Business License	[1,2]	Deposit \$1,500
PL 69	Adult Oriented Business License (Renewal)	[1,2]	Deposit \$1,500
PL 70	Adult Use Planning Permit Fee - Ext. of Non Conf.	[1,2]	Deposit \$1,500
PL 71	Figure Model License	[1,2]	Deposit \$1,500
PL 72	Figure Model License (Renewal)	[1,2]	Deposit \$1,500
	Code Enforcement (fees in addition to fines)		
PL 73	Violation Reoccurrence Fee		\$ 228
PL 74	Code Enforcement - Re-Inspection		\$ 228
PL 75	Code Enforcement - Right of Way Pick Up/Storage (signs)		\$ 228
	Other		
PL 76	Admin Processing Fee (Delinquent processing)		\$ 114
	Hourly Rate		
PL 77	Planning - Hourly Rate		\$ 228
	Banner Fees		
PL 78	2-sided Banner Permit on Los Alamitos Blvd Median		\$100 admin fee + \$90/per banner
	WQMP Fees		
PL 79	Review and Inspection Fee	[2,4]	
	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

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
	Planning Zoning Related Fees	
PL 1	Accessory Structure Fee	\$ 81
PL 2	Administrative Use Permit - New (ex. Outside Dining)	\$ 81
PL 3	Administrative Use Permit - Renewal (ex. Outside Dining)	\$ 232
PL 4	Annexation - Deposit	Deposit \$20,000
PL 5	Appeal - Director - Non-Resident	\$ 2,547
PL 5.1	Appeal - Director - Resident	\$ 867
PL 6	Appeal - Planning Commission - Non-Resident	Deposit \$2,349
PL 6.1	Appeal - Planning Commission - Resident	\$ 1,038
PL 7	Applicant Case Continuance Fee	\$ 1,273
PL 8	Business License - Field Inspection	\$ 116
PL 9	Contract Planner - Expedited Services - Deposit (based on project)	Actual Cost
PL 10	Cottage Food Operation Permit	\$ 232
PL 11	CUP - Minor - Use Change	\$ 1,273
PL 12	CUP - Major - Construction Related	\$ 2,547
PL 13	Development Agreement - Deposit	Deposit \$20,000
PL 14	Ext of Time Requests - Discretionary	Deposit \$443
PL 15	Filming Permit (Public - see Encroachment Permit)	
PL 16	General Plan Amendment	Deposit \$2,438
PL 17	Home Occupation Permit	\$ 111
PL 18	Inspection Fee for Planning/ Code Enforcement (excessive)	\$ 232
PL 19	Interpretation and Similar Use	Deposit \$2,438
PL 20	Noticing Fee	\$ 232
PL 21	Planning Plan Check - Minor (Additional Sq. Ft of ≤ 250 sq. ft.)	\$ 116
PL 22	Planning Plan Check - Major (> 250 Sq. Ft)	\$ 463
PL 23	Pre-Application Meeting	\$ 1,389
PL 24	Preliminary Review	\$ 232
PL 25	Review of CCR's	Actual Cost
PL 26	Second Dwelling Unit application review	\$ 2,547
PL 27	Signs: Sign Permit	\$ 347
PL 28	Signs: Planned Sign Program	\$ 2,547
PL 29	Signs: Temp Banner/Sign	\$ 57
PL 30	Site Plan Review - Minor (additions, minor improvements; covers up to 1 hour)	\$ 2,547
PL 31	Site Plan Review - Major (all others)	\$ 3,473
PL 32	Street Name Change Request	\$ 695
PL 33	Street Naming	\$ 463
PL 34	Temporary Use Permit	\$ 926
PL 35	Special Event Permit (road closures, parades) - Non-Resident	\$ 463
PL 35.1	Special Event Permit (road closures, parades) - Resident	\$ 163
PL 36	Tentative Parcel Map	\$ 1,457
PL 37	Tentative Tract Map	\$ 1,665

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
PL 38	Variance	\$ 926
PL 39	Zoning Letter	\$ 463
PL 40	Zoning Ordinance Amendment - Map	Deposit \$2,500
PL 41	Zoning Ordinance - Text Amendment	Deposit \$2,500
PL 42	Zoning Permit	\$ 347
	Environmental Review	
PL 43	Initial Environmental Assessment	\$ 232
PL 44	Assessment - Historical Structures	\$ 232
PL 45	Environmental Review	\$ 5,787
PL 46	Negative Declaration	Actual Cost
PL 47	Mitigated Negative Declaration	Actual Cost
PL 48	Environmental Impact Report	Actual Cost
PL 49	Initial Study	Actual Cost
	NPDES/Stormwater	
PL 50	High - Annual Inspection	\$ 696
PL 51	Medium (every 2 yrs.)	\$ 464
PL 61	Low (every 5 yrs.)	\$ 271
	Document Fees	
PL 52	Copy Services (Per Page)	\$ 0.10
PL 53	Plans - Blueprints	Actual Cost
PL 54	Special Research by Planning Staff (hourly)	\$ 232
PL 55	County Recording Fee (pass thru; check written directly to County)	Actual Cost
	Processing Fees	
PL 56	Cash Bond Acceptance and Processing	\$ 116
PL 57	Tract/Other Bonds Processing	\$ 116
PL 58	Lien Processing	\$ 116
	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	Deposit \$1,500
PL 60	Live Entertainer - Application renewal	Deposit \$1,500
	Escort Related Businesses Fees	
PL 63	Escort License - Agency ,	Deposit \$1,500
PL 64	Escort License - Agency renewal	Deposit \$800
PL 65	Escort License - Individual	Deposit \$1,500
PL 66	Escort License - Individual renewal	Deposit \$1,500

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
	Adult Related Businesses Fees	
PL 67	Adult Use - Planning Permit Fee	Deposit \$1,500
PL 68	Adult Oriented Business License	Deposit \$1,500
PL 69	Adult Oriented Business License (Renewal)	Deposit \$1,500
PL 70	Adult Use Planning Permit Fee - Ext. of Non Conf.	Deposit \$1,500
PL 71	Figure Model License	Deposit \$1,500
PL 72	Figure Model License (Renewal)	Deposit \$1,500
	Code Enforcement (fees in addition to fines)	
PL 73	Violation Reoccurrence Fee	\$ 232
PL 74	Code Enforcement - Re-Inspection	\$ 232
PL 75	Code Enforcement - Right of Way Pick Up/Storage (signs)	\$ 232
	Other	
PL 76	Admin Processing Fee (Delinquent processing)	\$ 116
	Hourly Rate	
PL 77	Planning - Hourly Rate	\$ 232
	Banner Fees	
PL 78	2-sided Banner Permit on Los Alamitos Blvd Median	\$100 admin fee + \$90/per banner
	WQMP Fees	
PL 79	Review and Inspection Fee	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	2019-20 Recommended Fee Level / Deposit	2020-21 Recommended Fee Level / Deposit
PW 1	Improvement - Plan Check - Per Sheet (Street, Storm Drain) - includes 3 reviews		\$ 906	\$ 924
PW 1	Improvement - Plan Check - Per Sheet (Street, Storm Drain) - 4th and subsequent review		\$ 181	\$ 184
PW 2	Improvement - Inspection (Street, Storm Drain) - per inspection		\$ 544	\$ 554
PW 3	Grading - Plan Check - Residential lots		\$ 704	\$ 718
PW 4	Grading - Plan Check - Commercial lots	[1]	Deposit \$687 - Actual Cost	Deposit \$687 - Actual Cost
PW 5	Hydrology Report		\$ 704	\$ 718
PW 6	Geotech/ Soils Review	[1]	Deposit \$687 - Actual Cost	Deposit \$687 - Actual Cost
PW 7	Parking Space Closure		\$ 1,087	\$ 1,108
PW 8	Sidewalk Closure		\$ 726	\$ 739
PW 9	Traffic Study Review		\$ 2,176	\$ 2,217
PW 10	Grading - Inspection		\$ 363	\$ 370
PW 11	Final Tract Map		\$ 1,269	\$ 1,293
PW 12	Parcel Map per Parcel		\$ 704	\$ 718
PW 13	Lot Line Adjustment (per parcel)		\$ 704	\$ 718
PW 14	Other Legal Checking	[1]	Actual Cost	Actual Cost
PW 15	Curb Painting (per 30 l.f. of curb)		\$ 363	\$ 370
PW 16	Access: Commercial		\$ 363	\$ 370
PW 17	Access: Personal/Homeowner		\$ 363	\$ 370
PW 18	Commercial Photography Motion Picture - per Day		\$ 634	\$ 646
PW 19	Commercial Photography/Still Pictures - per Day		\$ 181	\$ 184
PW 20	Surplus Material Removal (Review of Contractor's Hauling Plan)		\$ 544	\$ 554
PW 21	Road Closure		\$ 634	\$ 646
	Underground Utilities:			
PW 22	0-100 l.f.		\$ 634	\$ 646
PW 23	101-1,000 l.f.		\$ 906	\$ 924
PW 24	1,000 + l.f.		\$ 1,632	\$ 1,663
PW 25	per Additional l.f.		\$ 2	\$ 2
PW 26	Aerial Utilities - All (per pole)		\$ 726	\$ 739
PW 27	Landscaping / Gardening Irrigation (> 2,500 s.f.)	[4]	\$ 453	\$ 828
PW 28	Bus Bench / Shelter Master Permit / Renewal		\$ 453	\$ 462
PW 29	Bus Bench / Shelter Indiv. Bench Placement / Renewal		\$ 181	\$ 184
PW 30	Bus Shelter Master Permit & Renewal		\$ 136	\$ 139
PW 68	Bus Bench/Shelter Removal		\$ 10	\$ 10
PW 69	Bus Bench/Shelter Storage per month		\$ 5	\$ 5
PW 31	News Rack Fee		\$ 272	\$ 278
PW 32	Culvert		\$ 453	\$ 462
PW 33	Driveway Approach - Residential		\$ 181	\$ 184
PW 34	Driveway Approach - Commercial		\$ 598	\$ 609
PW 35	Curbs & Gutters per 100 l.f.		\$ 181	\$ 184
PW 36	Sidewalks		\$ 272	\$ 278
PW 37	Paving		\$ 634	\$ 646
PW 38	Paving per l.f.		\$ 1	\$ 1

Public Works - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit	2020-21 Recommended Fee Level / Deposit
PW 39	Catch Basin		\$ 272	\$ 278
PW 40	Storm Drain Entries 0-27"		\$ 363	\$ 370
PW 41	Storm Drain Entries > 27"		\$ 363	\$ 370
PW 42	Traffic Control Plan		\$ 726	\$ 739
PW 43	Memorial Tree/Rock Installation	[1]	Actual Cost	Actual Cost
PW 44	Old Street Sign Sale	[2]	\$ 16	\$ 16
PW 45	Sign Installation		\$ 139	\$ 142
PW 46	Barricade / Delineator Request - Per Event or Incident	[1]	Actual Cost	Actual Cost
PW 47	Shopping Cart Retrieval		\$ 47	\$ 48
	Monitoring Well Installation Fee (Per Well)			
PW 48	Plan Review		\$ 139	\$ 142
PW 49	Traffic Plan		\$ 419	\$ 427
PW 50	Inspection		\$ 139	\$ 142
	Crane Permit			
PW 51	Traffic Plan		\$ 419	\$ 427
PW 52	Inspection		\$ 139	\$ 142
PW 53	Outdoor Dining Permit		\$ 838	\$ 854
PW 54	Parklet Fee		\$ 560	\$ 570
	Oversize/ Overweight Permit			
PW 55	Single	[2,3]	\$ 16	\$ 16
PW 56	Annual	[2,3]	\$ 90	\$ 90
PW 57	Tree Removal Fee		\$ 280	\$ 285
PW 58	Temporary "No Parking" Sign Fee		\$ 560	\$ 570
	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		\$ 181	\$ 184
PW 66	PW Maintenance - Hourly Rate		\$ 139	\$ 142
PW 67	After Hours Rate (Per hour; 2 hour minimum \$272)		\$ 139	\$ 142
	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

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 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		\$ 186
BL 2	\$501 - \$2,000		\$ 280
BL 3	\$2,001 - \$6,000		\$ 372
BL 4	\$6,001 - \$12,000		\$ 559
BL 5	\$12,000 - \$25,000		\$ 746
BL 6	\$25,001 base fee		\$ 932
BL 7	Each additional \$1000 or fraction thereof up to \$50,000		\$ 29.81
BL 8	\$50,001 base fee		\$ 1,677
BL 9	Each additional \$1000 or fraction thereof up to \$100,000		\$ 11.18
BL 1	\$100,001 base fee		\$ 2,236
BL 11	Each additional \$1000 or fraction thereof up to \$500,000		\$ 4.19
BL 12	\$500,001 base fee		\$ 3,912
BL 13	Each additional \$1000 or fraction thereof up to \$1,000,000		\$ 5.21
BL 14	\$1,000,000 Base Fee		\$ 6,517
BL 15	Each additional \$1000 beyond \$1,000,000		\$ 3.73
	Valuation-Based Plan Review Fees		
	Building Valuation Range		
BL 16	\$1 - \$500		\$ 94
BL 17	\$501 - \$2,000		\$ 94
BL 18	\$2,001 - \$6,000		\$ 186
BL 19	\$6,001 - \$12,000		\$ 372
BL 20	\$12,000 - \$25,000		\$ 746
BL 21	\$25,001 - \$50,000 base fee		\$ 1,119
BL 22	Each additional \$1000 or fraction thereof up to \$50,000		\$ 14.91
BL 23	\$50,001 base fee		\$ 1,401
BL 24	Each additional \$1000 or fraction thereof up to \$100,000		\$ 7.46
BL 25	\$100,001 base fee		\$ 1,864
BL 26	Each additional \$1000 or fraction thereof up to \$500,000		\$ 1.16
BL 27	\$500,001 base fee		\$ 2,328
BL 28	Each additional \$1000 or fraction thereof up to \$1,000,000		\$ 0.74
BL 29	\$1,000,000 Base Fee		\$ 2,698
BL 30	Each additional \$1000 beyond \$1,000,000		\$ 1.59
BL 31	Residential Track - Plan Check (Repeat \$100,000 - \$500,000)		\$ 280
BL 32	Residential Track - Plan Check - > \$500,000 each additional \$100,000		\$ 32

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
BL 33	Accessibility Plan Check (applicable to all non-residential project)		5% of plan check fee
	Miscellaneous Building Fees		
BL 34	Permit Issuance		\$ 47
	Solar PV Permit Fee		
	Residential		
BL 35	< 15 kW	[7]	\$ 450
BL 36	> 15 kW	[7]	\$450 plus \$15 per kW
	Commercial		
BL 37	< 50 kW	[7]	\$ 1,000
BL 38	51 - 250 kW	[7]	\$1,000 plus \$7 per kW
BL 39	> 250 kW	[7]	\$2,400 plus \$5 per kW
BL 40	Reroof Permit Fee - Residential 1st 500 square foot		\$ 94
BL 41	Reroof Permit Fee - Residential for each additional 500 s.f.		\$ 47
BL 42	Reroof Permit Fee - Commercial 1st 1,000 square foot		\$ 280
BL 43	Reroof Permit Fee - Commercial for each additional 1,000 s.f.		\$ 139
	Portable Spas and Portable Pools Placed at Grade (Single Family and Duplex Residential Only)		
BL 44	Plan Review		\$ 47
BL 45	Inspection		\$ 47
	Reinspection Fees		
BL 46	Code Enforcement - City Attorney - per hour		Actual Cost
	Other Fees		
BL 47	Expedited Plan Review (Using Outside Consultants) Actual Cost (including Admin Cost) (hourly)		Actual Cost
BL 48	Green Building and Accessibility Review		5% of Plan Check Fee
BL 49	Energy Calculation Review Fee		\$ 94
	Surcharges		
BL 50	General Plan Maintenance Fee	[9]	9.3% of Building Permit Fee
BL 51	Technology Fee		20% of Building Permit Fee
BL 52	Additional Plan Review (per hour)		\$ 186
BL 53	Temporary Certificate of Use and Occupancy	[2]	\$ 47
BL 54	Certificate of Occupancy	[2]	\$ 47
BL 55	Failure to obtain permit	[3]	2 X Permit Fee

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
	Building Relocation Fee		
BL 56	Within City		\$175 + Valuation for reconstruction of building
BL 57	From Outside City		\$175 + Valuation for reconstruction of building
BL 58	Same parcel		\$175 + Valuation for reconstruction of building
	Electrical Permits	[8]	
	Permit Issuance Fees		
BL 59	For Issuing Permit		\$ 47
BL 60	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finalized.		\$ 15
BL 61	Plan Check Fee (per hour)		\$ 186
	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
BL 63	Additional Outlets (fee is for each . Time estimate/cost is for each 10)	[5]	\$ 1
	Lighting Fixtures-lighting fixtures, sockets, or other lamp-holding devices		
BL 64	First 10 (Fee is for 1-10)	[5]	\$ 6
BL 65	Additional Outlets (fee is for each . Time estimate/cost is for each 10)	[5]	\$ 1
BL 66	Pole or platform mounted fixtures (Time estimate/cost is for first 10)	[5]	\$ 10
BL 67	Pole or platform mounted fixtures (each additional)		\$ 15
BL 68	Theatrical-type lighting fixtures or assemblies.		\$ 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.)		\$ 62

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 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.)		\$ 123
	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		\$ 94
BL 72	For each additional item		\$ 32
	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)		\$ 94
	Signs, Outline Lighting, and Marquees		
BL 74	For signs, outline lighting systems, or marquees supplied from one branch circuit. (each)		\$ 233
BL 75	For additional branch circuits with the same sign, outline lighting system, or marquee. (each)		\$ 32
	Services (Meters)		
BL 76	For services of 600 volts or less and not over 200 amperes in rating (each)		\$ 94
BL 77	For services of 600 volts or less and over 200 amperes to 1000 amperes (each)		\$ 139
BL 78	For services of 600 volts or over or over 1000 amperes in rating (each)		\$ 186
	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)		\$ 94
	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)		\$ 94

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 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)		\$ 32
	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.		\$ 280
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)		\$ 94
BL 84	For Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)		\$ 94
BL 85	For a system of area and booth lighting (each)		\$ 94
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]	\$ 186
BL 88	Reinspection fee-flat fee assessed under provisions of section 305(h)		\$ 94
BL 89	Inspections for which no fee is specifically indicated (per hour)	[4]	\$ 186
BL 90	Additional plan review required by changes, additions, or revisions to approved plans (per hour)	[4]	\$ 94
	Mechanical Permit Fees	[8]	
	Permit Issuance and Heaters		
BL 91	For the issuance of each mechanical permit		\$ 47
BL 92	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finaled.		\$ 15
BL 93	Plan Check Fee (per hour)		\$ 186
	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)		\$ 62
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)		\$ 62

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
BL 96	For the installation or relocation of each floor furnace, including vent		\$ 62
BL 97	For the installation for relocation of each suspended heater, recessed wall heater, or floor-mounted unit heater.		\$ 62
	Appliance Vents		
BL 98	For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit.		\$ 47
	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.		\$ 47
	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)		\$ 62
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)		\$ 94
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)		\$ 124
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)		\$ 154
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)		\$ 186
	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.		\$ 62
BL 106	For each air-handling unit over 10,000 cfm (4719 L/s)		\$ 94

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
	Evaporative Coolers		
BL 107	For each evaporative cooler other than portable type.		\$ 62
	Ventilation and Exhaust		
BL 108	For each ventilation fan connected to a single duct		\$ 32
BL 109	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by permit		\$ 32
BL 110	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 62
	Incinerators		
BL 111	For the installation or relocation of each domestic-type incinerator		\$ 62
BL 112	For the installation or relocation of each commercial or industrial-type incinerator.		\$ 80
	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.		\$ 62
	Other Inspections and Fees		
BL 114	Inspections outside of normal business hours, per hour (2 hrs. minimum)	[4]	\$ 372
BL 115	Reinspection fees assessed under provisions of Section 116.6 per inspection	[4]	\$ 186
BL 116	Inspections for which no fee is specifically indicated, per hour (half hour minimum)	[4]	\$ 186
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]	\$ 94
BL 118	Registers (each)		\$ 10
	Plumbing Permit Fees	[8]	
	Permit Issuance		
BL 119	For issuing each permit		\$ 47
BL 120	For issuing each supplemental permit		\$ 15
BL 121	Plan Check Fee (per hour)		\$ 186
	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]	\$ 94
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]	\$ 32
BL 124	For each building sewer and each trailer park sewer		\$ 47

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
BL 125	Rainwater systems-per drain (inside building) Fee is for each. Half hour time period covers 5 units.	[5]	\$ 94
BL 126	For each water heater and/or vent		\$ 62
BL 127	For each gas-piping system of one to five outlets		\$ 94
BL 128	For each additional gas piping system outlet, per outlet		\$ 32
BL 129	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.		\$ 94
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]	\$ 94
BL 131	For each repair or alteration of drainage or vent piping, each fixture. 15 minute time period covers 5 units	[5]	\$ 47
BL 132	For each lawn sprinkler system on any one meter including backflow protection devices therefor		\$ 47
	For atmospheric-type vacuum breakers not included in previous item		
BL 133	1 to 5		\$ 47
BL 134	over 5, each		\$ 32
	For each backflow protective device other than atmospheric type vacuum breakers		
BL 135	2 inch (51 mm) diameter and smaller		\$ 62
BL 136	over 2 inch (51 mm) diameter		\$ 62
BL 137	For each Graywater system		\$ 94
BL 138	For initial installation and testing for a reclaimed water system (per hour)	[4]	\$ 187
BL 139	For each annual cross-connection testing of a reclaimed water system (excluding initial test)	[4]	\$ 94
BL 140	For each medical gas piping system serving one to five inlets/outlets for a specific gas (per hour)		\$ 94
BL 141	For each additional medical gas inlets/outlets		\$ 94
	Other inspections and fees		
BL 142	Inspections outside of normal business hours (per hour, 2 hour min)	[4]	\$ 372
BL 143	Reinspection Fee (per hour)		\$ 186
BL 144	Inspections for which no fee is specifically indicated (per hour)	[4]	\$ 186
BL 145	Additional plan review required by changes, additions, or revisions to approved plans (half hour minimum)	[4]	\$ 94
	Hourly Rate		
BL 146	Building - Hourly Rate		\$ 186
	Window Fees		
BL 147	Residential Window Replacement (up to 4 windows)	[10]	\$ 93
BL 148	Each additional window over 4	[10]	\$ 62

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
	Commercial Sign Fees		
BL 149	Commercial Signs - No Electrical (First sign)	[10]	\$ 186
BL 150	Each additional commercial sign no electrical	[10]	\$ 93
BL 151	Commercial Signs - with Electrical	[10]	\$ 420
BL 152	Each additional commercial sign with electrical	[10]	\$ 93
	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

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 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	
	Valuation-Based Inspection Fees	
	Building Valuation Range	
BL 1	\$1 - \$500	\$ 190
BL 2	\$501 - \$2,000	\$ 285
BL 3	\$2,001 - \$6,000	\$ 379
BL 4	\$6,001 - \$12,000	\$ 569
BL 5	\$12,000 - \$25,000	\$ 760
BL 6	\$25,001 base fee	\$ 950
BL 7	Each additional \$1000 or fraction thereof up to \$50,000	\$ 30.38
BL 8	\$50,001 base fee	\$ 1,677
BL 9	Each additional \$1000 or fraction thereof up to \$100,000	\$ 11.39
BL 10	\$100,001 base fee	\$ 2,236
BL 11	Each additional \$1000 or fraction thereof up to \$500,000	\$ 4.27
BL 12	\$500,001 base fee	\$ 3,912
BL 13	Each additional \$1000 or fraction thereof up to \$1,000,000	\$ 5.31
BL 14	\$1,000,000 Base Fee	\$ 6,517
BL 15	Each additional \$1000 beyond \$1,000,000	\$ 3.80
	Valuation-Based Plan Review Fees	
	Building Valuation Range	
BL 16	\$1 - \$500	\$ 95
BL 17	\$501 - \$2,000	\$ 95
BL 18	\$2,001 - \$6,000	\$ 190
BL 19	\$6,001 - \$12,000	\$ 379
BL 20	\$12,000 - \$25,000	\$ 760
BL 21	\$25,001 - \$50,000 base fee	\$ 1,119
BL 22	Each additional \$1000 or fraction thereof up to \$50,000	\$ 15.19
BL 23	\$50,001 base fee	\$ 1,401
BL 24	Each additional \$1000 or fraction thereof up to \$100,000	\$ 7.60
BL 25	\$100,001 base fee	\$ 1,864
BL 26	Each additional \$1000 or fraction thereof up to \$500,000	\$ 1.18
BL 27	\$500,001 base fee	\$ 2,328
BL 28	Each additional \$1000 or fraction thereof up to \$1,000,000	\$ 0.76
BL 29	\$1,000,000 Base Fee	\$ 2,698
BL 30	Each additional \$1000 beyond \$1,000,000	\$ 1.62
BL 31	Residential Track - Plan Check (Repeat \$100,000 - \$500,000)	\$ 285
BL 32	Residential Track - Plan Check - > \$500,000 each additional \$100,000	\$ 33

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
BL 33	Accessibility Plan Check (applicable to all non-residential project)	5% of plan check fee
	Miscellaneous Building Fees	
BL 34	Permit Issuance	\$ 48
	Solar PV Permit Fee	
	Residential	
BL 35	< 15 kW	\$ 450
BL 36	> 15 kW	\$450 plus \$15 per kW
	Commercial	
BL 37	< 50 kW	\$ 1,000
BL 38	51 - 250 kW	\$1,000 plus \$7 per kW
BL 39	> 250 kW	\$2,400 plus \$5 per kW
BL 40	Reroof Permit Fee - Residential 1st 500 square foot	\$ 95
BL 41	Reroof Permit Fee - Residential for each additional 500 s.f.	\$ 48
BL 42	Reroof Permit Fee - Commercial 1st 1,000 square foot	\$ 285
BL 43	Reroof Permit Fee - Commercial for each additional 1,000 s.f.	\$ 142
	Portable Spas and Portable Pools Placed at Grade (Single Family and Duplex Residential Only)	
BL 44	Plan Review	\$ 48
BL 45	Inspection	\$ 48
	Reinspection Fees	
BL 46	Code Enforcement - City Attorney - per hour	Actual Cost
	Other Fees	
BL 47	Expedited Plan Review (Using Outside Consultants) Actual Cost (including Admin Cost) (hourly)	Actual Cost
BL 48	Green Building and Accessibility Review	5% of Plan Check Fee
BL 49	Energy Calculation Review Fee	\$ 95
	Surcharges	
BL 50	General Plan Maintenance Fee	9.3% of Building Permit Fee
BL 51	Technology Fee	20% of Building Permit Fee
BL 52	Additional Plan Review (per hour)	\$ 190
BL 53	Temporary Certificate of Use and Occupancy	\$ 48
BL 54	Certificate of Occupancy	\$ 48
BL 55	Failure to obtain permit	2 X Permit Fee

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
	Building Relocation Fee	
BL 56	Within City	\$175 + Valuation for reconstruction of building
BL 57	From Outside City	\$175 + Valuation for reconstruction of building
BL 58	Same parcel	\$175 + Valuation for reconstruction of building
	Electrical Permits	
	Permit Issuance Fees	
BL 59	For Issuing Permit	\$ 48
BL 60	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finalized.	\$ 15
BL 61	Plan Check Fee (per hour)	\$ 190
	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)	\$ 6
BL 63	Additional Outlets (fee is for each . Time estimate/cost is for each 10)	\$ 1
	Lighting Fixtures-lighting fixtures, sockets, or other lamp-holding devices	
BL 64	First 10 (Fee is for 1-10)	\$ 6
BL 65	Additional Outlets (fee is for each . Time estimate/cost is for each 10)	\$ 1
BL 66	Pole or platform mounted fixtures (Time estimate/cost is for first 10)	\$ 10
BL 67	Pole or platform mounted fixtures (each additional)	\$ 15
BL 68	Theatrical-type lighting fixtures or assemblies.	\$ 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

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 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
	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
BL 72	For each additional item	\$ 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
	Signs, Outline Lighting, and Marquees	
BL 74	For signs, outline lighting systems, or marquees supplied from one branch circuit. (each)	\$ 237
BL 75	For additional branch circuits with the same sign, outline lighting system, or marquee. (each)	\$ 33
	Services (Meters)	
BL 76	For services of 600 volts or less and not over 200 amperes in rating (each)	\$ 95
BL 77	For services of 600 volts or less and over 200 amperes to 1000 amperes (each)	\$ 142
BL 78	For services of 600 volts or over or over 1000 amperes in rating (each)	\$ 190
	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
	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

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 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
	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
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
BL 84	For Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)	\$ 95
BL 85	For a system of area and booth lighting (each)	\$ 95
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.)	\$ 190
BL 88	Reinspection fee-flat fee assessed under provisions of section 305(h)	\$ 95
BL 89	Inspections for which no fee is specifically indicated (per hour)	\$ 190
BL 90	Additional plan review required by changes, additions, or revisions to approved plans (per hour)	\$ 95
	Mechanical Permit Fees	
	Permit Issuance and Heaters	
BL 91	For the issuance of each mechanical permit	\$ 48
BL 92	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finalized.	\$ 15
BL 93	Plan Check Fee (per hour)	\$ 190
	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
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

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
BL 96	For the installation or relocation of each floor furnace, including vent	\$ 63
BL 97	For the installation for relocation of each suspended heater, recessed wall heater, or floor-mounted unit heater.	\$ 63
	Appliance Vents	
BL 98	For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit.	\$ 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
	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
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
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
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
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
	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
BL 106	For each air-handling unit over 10,000 cfm (4719 L/s)	\$ 95

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
	Evaporative Coolers	
BL 107	For each evaporative cooler other than portable type.	\$ 63
	Ventilation and Exhaust	
BL 108	For each ventilation fan connected to a single duct	\$ 33
BL 109	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by permit	\$ 33
BL 110	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$ 63
	Incinerators	
BL 111	For the installation or relocation of each domestic-type incinerator	\$ 63
BL 112	For the installation or relocation of each commercial or industrial-type incinerator.	\$ 81
	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
	Other Inspections and Fees	
BL 114	Inspections outside of normal business hours, per hour (2 hrs. minimum)	\$ 379
BL 115	Reinspection fees assessed under provisions of Section 116.6 per inspection	\$ 190
BL 116	Inspections for which no fee is specifically indicated, per hour (half hour minimum)	\$ 190
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)	\$ 95
BL 118	Registers (each)	\$ 10
	Plumbing Permit Fees	
	Permit Issuance	
BL 119	For issuing each permit	\$ 48
BL 120	For issuing each supplemental permit	\$ 15
BL 121	Plan Check Fee (per hour)	\$ 190
	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). <u>Fee is for up to 10 units.</u> Half hour time period covers up to the first 10	\$ 95
BL 123	Each additional plumbing fixture beyond 10. 10 minute time estimate covers each group of up to 5 beyond the original 10. <u>Fee is for each additional group of up to 5 units.</u>	\$ 33
BL 124	For each building sewer and each trailer park sewer	\$ 48

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
BL 125	Rainwater systems-per drain (inside building) Fee is for each. Half hour time period covers 5 units.	\$ 95
BL 126	For each water heater and/or vent	\$ 63
BL 127	For each gas-piping system of one to five outlets	\$ 95
BL 128	For each additional gas piping system outlet, per outlet	\$ 33
BL 129	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.	\$ 95
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.	\$ 95
BL 131	For each repair or alteration of drainage or vent piping, each fixture. 15 minute time period covers 5 units	\$ 48
BL 132	For each lawn sprinkler system on any one meter including backflow protection devices therefor	\$ 48
	For atmospheric-type vacuum breakers not included in previous item	
BL 133	1 to 5	\$ 48
BL 134	over 5, each	\$ 33
	For each backflow protective device other than atmospheric type vacuum breakers	
BL 135	2 inch (51 mm) diameter and smaller	\$ 63
BL 136	over 2 inch (51 mm) diameter	\$ 63
BL 137	For each Graywater system	\$ 95
BL 138	For initial installation and testing for a reclaimed water system (per hour)	\$ 191
BL 139	For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$ 95
BL 140	For each medical gas piping system serving one to five inlets/outlets for a specific gas (per hour)	\$ 95
BL 141	For each additional medical gas inlets/outlets	\$ 95
	Other inspections and fees	
BL 142	Inspections outside of normal business hours (per hour, 2 hour min)	\$ 379
BL 143	Reinspection Fee (per hour)	\$ 190
BL 144	Inspections for which no fee is specifically indicated (per hour)	\$ 190
BL 145	Additional plan review required by changes, additions, or revisions to approved plans (half hour minimum)	\$ 95
	Hourly Rate	
BL 146	Building - Hourly Rate	\$ 190
	Window Fees	
BL 147	Residential Window Replacement (up to 4 windows)	\$ 95
BL 148	Each additional window over 4	\$ 63

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
	Commercial Sign Fees	
BL 149	Commercial Signs - No Electrical (First sign)	\$ 190
BL 150	Each additional commercial sign no electrical	\$ 95
BL 151	Commercial Signs - with Electrical	\$ 428
BL 152	Each additional commercial sign with electrical	\$ 95
	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	2019-20 Recommended Fee Level / Deposit
	Police User Fees		
PD 1	Administration Arrest Fee		\$ 239
PD 2	Reports (avg. 5 pages @ \$.10 page)		\$ 1
PD 3	Bicycle Registration		\$ 1
PD 4	Log Item		\$ 1
PD 5	Electronic Data Request (CD/DVD Copy)		
PD 6	Copy of Existing Data File		\$ 6
PD 7	Copy of Non-Existing Data File		\$ 27
PD 70	Livestock Street Permit Fee		\$ 27
PD 8	Repossession Verification Fee	[13]	\$ 15
PD 9	30 Day Impound		\$ 237
PD 10	Vehicle release- municipal code/vehicle code/parking violation		\$ 147
PD 11	Vehicle Release - Arrest / Cite and Release		\$ 268
PD 12	Vehicle Release - DUI		\$ 309
	Subpoena Fees		
PD 13	Response to subpoena - Hourly	[2]	\$ 24
PD 14	Response to subpoena - Records	[2]	\$ 15
PD 15	Response to subpoena - Civil - (Deposit per day; actual costs)	[1]	\$ 275
PD 16	Alarm Permit - New		\$ 60
PD 17	Alarm Permit - Renewal		\$ 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]	\$ 213
PD 21	False Alarm Response without a Permit	[9]	\$208 or get a permit
PD 22	Noise disturbance response/processing	[10]	Actual Cost
PD 23	Citation Sign Off	[11]	\$ 20
PD 24	VIN Verification	[12]	\$ 20
PD 25	Handicap/Parking Violation Sign Off		\$ 14
PD 26	Record Check/ Clearance letter		\$ 14
	Massage Related Businesses Fees		
PD 27	Massage Practitioner/Owner Permit		
	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]	\$ 484
PD 30	Escort License - Agency renewal	[4]	\$ 162
PD 31	Escort License - Individual	[4]	\$ 484
PD 32	Escort License - Individual renewal	[4]	\$ 162

Police Department - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2019-20 Recommended Fee Level / Deposit
	Adult Related Businesses Fees		
PD 33	Adult Use - Planning Permit Fee	[4]	\$ 40
PD 34	Second Hand/ Pawn Shop Dealer Annual Permit		\$ 322
PD 35	Gun Dealer Annual Permit		\$ 322
	Drug/DUI/Hazmat/Other Incident Response		
PD 37	* DUI - \$12,000 Maximum per State law	[3,10]	Actual Cost
	HOURLY RATES		
PD 38	Sworn		\$ 162
PD 39	Non-Sworn		\$ 79
	Peddling, Canvassing and Soliciting Permit		
PD 40	Application Fee for peddling, canvassing and soliciting		\$ 157
	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)

Police Department - Cost of Service Estimate for Fee Related Services & A

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
	Police User Fees	
PD 1	Administration Arrest Fee	\$ 244
PD 2	Reports (avg. 5 pages @ \$.10 page)	\$ 1
PD 3	Bicycle Registration	\$ 1
PD 4	Log Item	\$ 1
PD 5	Electronic Data Request (CD/DVD Copy)	
PD 6	Copy of Existing Data File	\$ 6
PD 7	Copy of Non-Existing Data File	\$ 27
PD 70	Livestock Street Permit Fee	\$ 27
PD 8	Repossession Verification Fee	\$ 15
PD 9	30 Day Impound	\$ 242
PD 10	Vehicle release- municipal code/vehicle code/parking violation	\$ 150
PD 11	Vehicle Release - Arrest / Cite and Release	\$ 273
PD 12	Vehicle Release - DUI	\$ 314
	Subpoena Fees	
PD 13	Response to subpoena - Hourly	\$ 24
PD 14	Response to subpoena - Records	\$ 15
PD 15	Response to subpoena - Civil - (Deposit per day; actual costs)	\$ 275
PD 16	Alarm Permit - New	\$ 61
PD 17	Alarm Permit - Renewal	\$ 27
PD 18	Alarm Permit - Renewal - Senior Discounted Rate	\$ -
PD 19	False Alarm Response (1st 3 free per year)	\$ -
PD 20	False Alarm Response (>3 per year)	\$ 217
PD 21	False Alarm Response without a Permit	\$208 or get a permit
PD 22	Noise disturbance response/processing	Actual Cost
PD 23	Citation Sign Off	\$ 20
PD 24	VIN Verification	\$ 20
PD 25	Handicap/Parking Violation Sign Off	\$ 14
PD 26	Record Check/ Clearance letter	\$ 14
	Massage Related Businesses Fees	
PD 27	Massage Practitioner/Owner Permit	\$ 800
	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	\$ 493
PD 30	Escort License - Agency renewal	\$ 165
PD 31	Escort License - Individual	\$ 493
PD 32	Escort License - Individual renewal	\$ 165

Police Department - Cost of Service Estimate for Fee Related Services & A

Fee No.	Fee Description	2020-21 Recommended Fee Level / Deposit
	Adult Related Businesses Fees	
PD 33	Adult Use - Planning Permit Fee	\$ 41
PD 34	Second Hand/ Pawn Shop Dealer Annual Permit	\$ 329
PD 35	Gun Dealer Annual Permit	\$ 329
	Drug/DUI/Hazmat/Other Incident Response	
PD 37	* DUI - \$12,000 Maximum per State law	Actual Cost
	HOURLY RATEs	
PD 38	Sworn	\$ 165
PD 39	Non-Sworn	\$ 80
	Peddling, Canvassing and Soliciting Permit	
PD 40	Application Fee for peddling, canvassing and soliciting	\$ 160
	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
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[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

NEWS RELEASE

BUREAU OF LABOR STATISTICS

U. S. D E P A R T M E N T O F L A B O R



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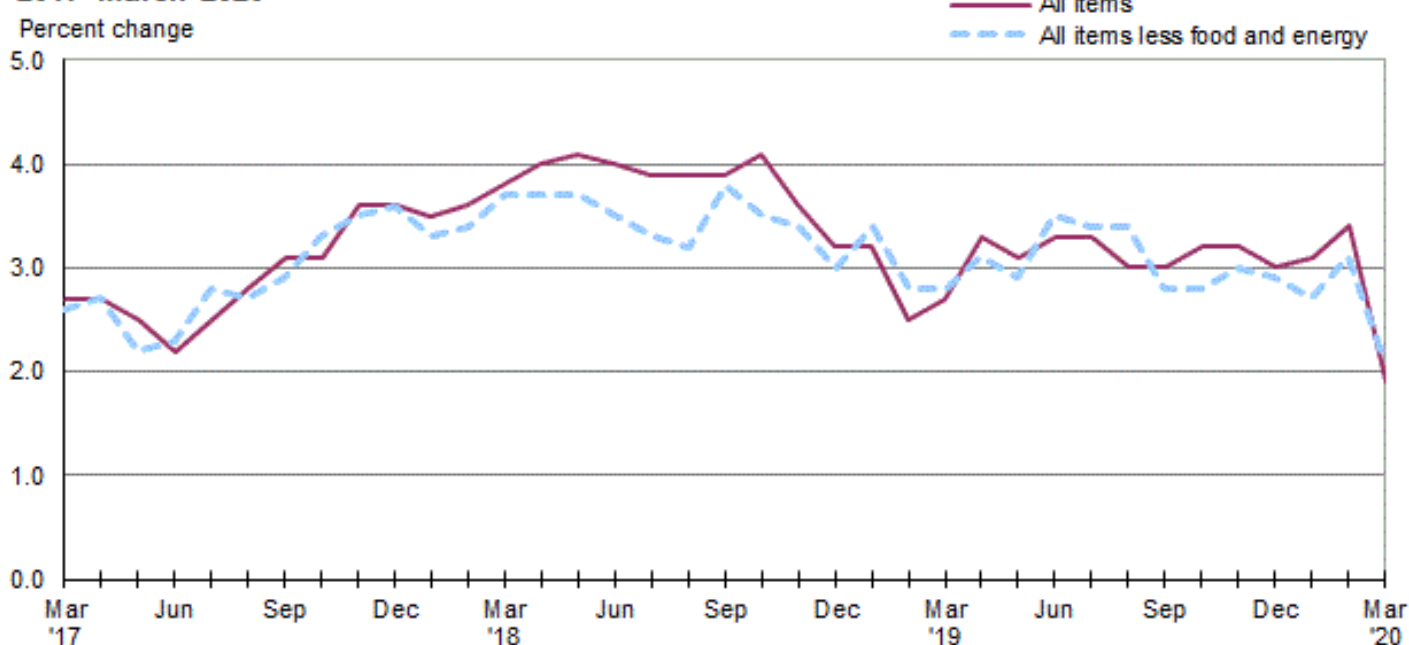
Consumer Price Index, Los Angeles area – March 2020

Area prices were down 0.7 percent over the past month, up 1.9 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), declined 0.7 percent in March, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Assistant Commissioner for Regional Operations Richard Holden noted that the March decrease was influenced by lower prices for gasoline and apparel. (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 advanced 1.9 percent. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 2.1 percent over the year. Food prices rose 3.3 percent. Energy prices declined 3.2 percent, largely the result of a decrease in the price of gasoline. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, March 2017–March 2020



Source: U.S. Bureau of Labor Statistics.

Food

Food prices decreased 0.3 percent for the month of March. (See [table 1](#).) Prices for food at home declined 0.4 percent, and prices for food away from home moved down 0.3 percent for the same period.

Over the year, food prices rose 3.3 percent. Prices for food away from home advanced 5.2 percent since a year ago, and prices for food at home rose 1.2 percent.

Energy

The energy index decreased 5.2 percent over the month. The decrease was mainly due to lower prices for gasoline (-7.5 percent). Prices for natural gas service declined 5.1 percent, while prices for electricity were unchanged for the same period.

Energy prices declined 3.2 percent over the year, largely due to lower prices for gasoline (-5.5 percent). Prices for natural gas service fell 10.4 percent, but prices paid for electricity rose 4.7 percent during the past year.

All items less food and energy

The index for all items less food and energy declined 0.5 percent in March. Lower prices for apparel (-4.3 percent) and recreation (-0.9 percent) were partially offset by higher prices for household furnishings and operations (0.7 percent) and medical care (0.2 percent).

Over the year, the index for all items less food and energy advanced 2.1 percent. Components contributing to the increase included medical care (4.5 percent) and shelter (3.6 percent). Partly offsetting the increases were price decreases in household furnishings and operations (-2.1 percent) and apparel (-0.3 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	2016		2017		2018		2019		2020	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	0.7	3.1	0.9	2.1	0.8	3.5	0.7	3.2	0.8	3.1
February.....	0.0	2.4	0.6	2.7	0.7	3.6	0.1	2.5	0.3	3.4
March.....	0.3	1.7	0.3	2.7	0.4	3.8	0.6	2.7	-0.7	1.9
April.....	0.2	2.0	0.2	2.7	0.4	4.0	1.0	3.3		
May.....	0.5	1.4	0.3	2.5	0.4	4.1	0.2	3.1		
June.....	0.1	1.8	-0.2	2.2	-0.2	4.0	0.0	3.3		
July.....	0.0	1.1	0.3	2.5	0.2	3.9	0.1	3.3		
August.....	0.0	1.4	0.3	2.8	0.2	3.9	0.0	3.0		
September.....	0.2	1.9	0.4	3.1	0.5	3.9	0.5	3.0		
October.....	0.4	2.2	0.4	3.1	0.5	4.1	0.7	3.2		
November.....	-0.4	1.8	0.1	3.6	-0.3	3.6	-0.3	3.2		
December.....	0.0	2.0	0.0	3.6	-0.3	3.2	-0.6	3.0		

The April 2020 Consumer Price Index for the Los Angeles area is scheduled to be released on May 12, 2020.

Coronavirus (COVID-19) Impact on March 2020 Consumer Price Index Data

The Consumer Price Index (CPI) program suspended data collection by personal visit on March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in March 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 being 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 www.bls.gov/bls/effects-of-covid-19-pandemic-on-bls-price-indexes.htm#CPI.

Specific information about the impact of COVID-19 on March 2020 CPI data collection is available at www.bls.gov/cpi/additional-resources/covid19-statement-march-2020.htm

Technical Note

The Consumer Price Index (CPI) is a measure 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 population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total 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 5,000 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 (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/homch17_a.htm.

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, metropolitan area covered in this release is comprised of Los Angeles and Orange Counties in the State of 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-		
	Jan. 2020	Feb. 2020	Mar. 2020	Mar. 2019	Jan. 2020	Feb. 2020
Expenditure category						
All items	277.755	278.657	276.589	1.9	-0.4	-0.7
All items (1967=100)	820.612	823.275	817.166	-	-	-
Food and beverages	271.402	272.546	271.669	2.9	0.1	-0.3
Food	272.904	274.138	273.203	3.3	0.1	-0.3
Food at home	258.997	259.080	258.171	1.2	-0.3	-0.4
Cereals and bakery products	273.713	276.386	271.720	1.8	-0.7	-1.7
Meats, poultry, fish, and eggs	283.279	279.993	283.766	3.4	0.2	1.3
Dairy and related products	255.915	254.288	250.076	1.3	-2.3	-1.7
Fruits and vegetables	346.423	352.276	348.884	1.5	0.7	-1.0
Nonalcoholic beverages and beverage materials(1)	265.988	260.897	261.974	-1.3	-1.5	0.4
Other food at home	196.280	197.475	196.346	-0.5	0.0	-0.6
Food away from home	283.693	286.037	285.087	5.2	0.5	-0.3
Food away from home	283.693	286.037	285.087	5.2	0.5	-0.3
Alcoholic beverages	234.278	234.278	234.149	-3.1	-0.1	-0.1
Housing	320.216	321.211	321.162	2.9	0.3	0.0
Shelter	370.579	372.271	372.238	3.6	0.4	0.0
Rent of primary residence(2)	394.761	396.346	397.220	4.4	0.6	0.2
Owners' equiv. rent of residences(2)(3)	385.738	386.813	387.573	3.8	0.5	0.2
Owners' equiv. rent of primary residence(1)(2)	385.716	386.791	387.550	3.8	0.5	0.2
Fuels and utilities	338.513	335.785	332.849	0.9	-1.7	-0.9
Household energy	293.308	289.442	285.837	0.6	-2.5	-1.2
Energy services(2)	291.952	288.050	284.438	0.6	-2.6	-1.3
Electricity(2)	335.880	336.323	336.323	4.7	0.1	0.0
Utility (piped) gas service(2)	240.913	227.580	216.079	-10.4	-10.3	-5.1
Household furnishings and operations	118.740	118.423	119.239	-2.1	0.4	0.7
Apparel	112.147	114.583	109.624	-0.3	-2.2	-4.3
Transportation	214.517	214.885	206.780	-2.7	-3.6	-3.8
Private transportation	211.380	211.600	205.655	-2.0	-2.7	-2.8
New and used motor vehicles(4)	90.689	91.527	90.780	-1.1	0.1	-0.8
New vehicles(1)	169.444	171.904	171.255	1.0	1.1	-0.4
Used cars and trucks(1)	261.076	263.406	269.562	0.0	3.3	2.3
Motor fuel	274.752	273.331	252.972	-5.5	-7.9	-7.4
Gasoline (all types)	268.329	266.970	247.056	-5.5	-7.9	-7.5
Gasoline, unleaded regular(4)	268.258	266.790	246.587	-5.9	-8.1	-7.6
Gasoline, unleaded midgrade(4)(5)	259.489	258.470	239.988	-4.8	-7.5	-7.2
Gasoline, unleaded premium(4)	257.222	256.459	238.851	-4.3	-7.1	-6.9
Motor vehicle insurance(1)	782.920	786.324	786.324	1.5	0.4	0.0
Medical care	498.270	499.208	500.341	4.5	0.4	0.2
Recreation(6)	107.744	108.757	107.776	2.2	0.0	-0.9
Education and communication(6)	149.118	149.002	148.729	1.6	-0.3	-0.2
Tuition, other school fees, and child care(1) ..	1,961.158	1,961.158	1,960.820	3.6	0.0	0.0
Other goods and services	449.830	446.751	445.003	1.5	-1.1	-0.4
Commodity and service group						
All items	277.755	278.657	276.589	1.9	-0.4	-0.7
Commodities	184.534	185.266	182.697	0.0	-1.0	-1.4
Commodities less food & beverages	139.751	140.276	137.012	-2.2	-2.0	-2.3
Nondurables less food & beverages	191.943	192.518	185.427	-2.4	-3.4	-3.7
Durables	89.672	90.121	90.062	-2.0	0.4	-0.1
Services	360.662	361.700	360.201	2.8	-0.1	-0.4

Note: See footnotes at end of table.

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) - Continued

Item and Group	Indexes			Percent change from-		
	Jan. 2020	Feb. 2020	Mar. 2020	Mar. 2019	Jan. 2020	Feb. 2020
Special aggregate indexes						
All items less medical care	268.151	269.046	266.878	1.8	-0.5	-0.8
All items less shelter.....	236.840	237.401	234.478	0.8	-1.0	-1.2
Commodities less food	144.030	144.540	141.363	-2.2	-1.9	-2.2
Nondurables	232.872	233.736	229.726	0.6	-1.4	-1.7
Nondurables less food.....	196.962	197.500	190.854	-2.3	-3.1	-3.4
Services less rent of shelter(3).....	355.975	356.089	352.444	1.8	-1.0	-1.0
Services less medical care services.....	347.836	348.868	347.252	2.6	-0.2	-0.5
Energy	283.316	281.014	266.478	-3.2	-5.9	-5.2
All items less energy	279.587	280.711	279.462	2.3	0.0	-0.4
All items less food and energy	281.022	282.124	280.815	2.1	-0.1	-0.5

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.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 11A

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

Via: Chet Simmons, City Manager

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Annual Fourth of July Fireworks Spectacular

SUMMARY

This report requests input from the City Council concerning the desirability of a July 4, 2020 firework display in view of current prohibitions on large public gatherings and social distancing guidelines due to the COVID-19 pandemic.

RECOMMENDATIONS

1. Direct Staff to negotiate and return with an agreement with Fireworks & Stage FX America for a July 4, 2020 firework display, without the attendant celebration and gathering on the Joint Forces Training Base; or ,
2. Direct Staff not pursue an agreement with Fireworks & Stage FX America for a July 4, 2020 firework display.

BACKGROUND

The City of Los Alamitos has conducted the Annual 4th of July Fireworks Spectacular on the Joint Forces Training Base for several years. The Fourth of July Fireworks Specular includes live entertainment, games, educational displays, vendor booths, a food court, and beer garden. In 2019, after soliciting bids, the City entered into a Fireworks Display Agreement with Fireworks & Stage FX America (dba as "Fireworks America") totaling \$32,000. Fireworks America has proposed to provide a firework display on July 4, 2020 at the same pricing as last year.

DISCUSSION

The COVID-19 pandemic has altered the landscape not only in Los Alamitos but across the state of California and worldwide. Prohibitions on large public gatherings and social

distancing requirements have been put into place thus making the traditional Fourth of July Fireworks Specular event impossible. As of this writing, Governor Newsom's stay-at-home order (Executive Order N-33-20) remains in effect. It is anticipated that the final stage of the Governor's four-stage roadmap, when the stay-at-home order is lifted in its entirety and large public gatherings are permitted, will not occur until after the Fourth of July holiday. The vast majority of municipalities have cancelled their Fourth of July celebration.

The City Council may nevertheless want to provide a July 4, 2020 firework display, without the attendant celebration and gathering on the Joint Forces Training Base. Under this scenario, staff would negotiate a 2020 Fireworks Display Agreement with Fireworks and Stage FX America (FA) and return to City Council for approval of the agreement at a future meeting. The display would be launched from the Joint Forces Training Base, but the public would not be permitted onto the base. However, nearby residents could watch the display from their homes. Requirements on large gatherings and social distancing will be published to the community weeks prior to the event.

Alternatively, in recognition of the current prohibition on large public gatherings due to the COVID-19 pandemic, and to dampen the fiscal impact of the pandemic, the City Council may want to consider cancelling the annual Fourth of July event altogether and direct staff not to pursue a contract with FA for a 2020 Fireworks Display Agreement.

FISCAL IMPACT

Historically the Fourth of July Fireworks Spectaculars budget is \$65,000 with the firework expenditure with FA being \$32,000. The expenditures of the cost of the fireworks is offset by the Republic Services' sponsorship and event proceeds from the 2020 Race on the Base.

Submitted by: Ron Noda, Acting Deputy City Manager
Approved by: Chet Simmons, City Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 18, 2020

ITEM NUMBER: 11B

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

Presented By: Craig Koehler, Interim Finance Director

Subject: Preliminary General Fund Budget for Fiscal Year 2020-21

SUMMARY

The report provides a preliminary budget for the General Fund for Fiscal Year 2020-21.

RECOMMENDATION

Review and discuss the preliminary budget for the General Fund for Fiscal Year 2020-21 and provide direction to staff.

BACKGROUND

It is customary to conduct a preliminary analysis of all appropriations for the upcoming fiscal year. This process updates the Budget Standing Committee and City Council on the forecasted fiscal status of the City's General Fund to address any potential gap closures and/or use of reserves.

DISCUSSION

Fiscal Year 2020-21 General Fund Budget Overview

As the Budget Standing Committee is aware, the long range model that the City had conducted as part of its fiscal sustainability planning efforts had projected that the City would be facing a significant deficit beginning in Fiscal Year 2020-21. This updated modeling currently shows a projected General Fund budget for Fiscal Year 2020-21 with a projected budget gap of \$1,347,073. These current models have been updated to reflect a significant decrease in revenues as a result of the pandemic, federal and state regulatory changes, as well as other budgetary actions that have been taken in order to offset some of those losses.

Given the volatility in the current global and local economic markets and the unknown future impacts of the COVID-19 pandemic, there will be a need to constantly update and review this budget in order to ensure that the City is taking into account the latest market conditions and potential economic impacts. As such, this will be a "living" budget document.

According to the latest estimates for HdL and Beacon Economics, the early part of summer will see the slow reopening of the economy. Overall, these estimates anticipate a 10% decline in GDP. This decline will certainly result in a number of businesses going bankrupt, as they experience contraction through the 4th quarter of 2020. It is anticipated that the recovery could take up to 18 months, lasting through the end of 2021. Even under this model, some retail will not fully recover, as it was experiencing contraction prior to the pandemic. This will especially impact brick and mortar retailers, who had already seen a portion of their sales move to online retailers. Leisure and hospitality industries will be severely impacted, however, the recovery in this sector is anticipated to be more rapid than that experienced during the 2009 recession.

The chart below is an estimate of the Fiscal Year 2020-21 General Fund Preliminary Budget and projected \$1,347,073 deficit and change in fund balance under the current scenario.

Fiscal Year 2020-21 General Fund Preliminary Budget		
Beginning Fund Balance	\$	8,840,707
Add: Revenue and Transfers In		13,640,247
Less: Operating Expenditures/Transfers Out		(14,987,320)
Ending Fund Balance		7,493,634
Change in Fund Balance	\$	(1,347,073)

No such CIP expenditures are included in the Fiscal Year 2020-21 Preliminary General Fund Budget.

Fiscal Year 2020-21 General Fund Revenues

As shown below, Fiscal Year 2020-21 Preliminary Budget Revenues are projected to decrease over the Fiscal Year 2019-20 Amended Budget by approximately \$790,000, to \$13,640,247.

	2019-20		
	Amended	2020-21 Prelim	Increase/
Revenues and Transfers In	Budget	Budget	(Decrease)
Property Taxes	\$ 4,086,019	\$ 4,039,500	\$ (46,519)
Sales & Use Taxes	4,098,259	3,372,837	(725,422)
Utility User Taxes	2,009,240	1,990,000	(19,240)
Transient Occupancy Tax	239,680	300,108	60,428
Franchise Fees	673,025	664,100	(8,925)
Licenses & Permits	853,205	924,902	71,697
Fines & Forfeitures	720,500	730,500	10,000
Investment earnings	105,000	106,100	1,100
Revenue from Other Agencies	117,505	119,700	2,195
Charges for Services	995,532	945,500	(50,032)
Miscellaneous Revenues	72,000	72,000	-
Interfund Transfers	460,000	375,000	(85,000)
Total Revenues and Transfers In	\$ 14,429,965	\$ 13,640,247	\$ (789,718)

The major changes in revenues over the prior year's budget are primarily due to the following:

Property Taxes are projected to decrease by approximately \$46,000. This reflects a general slowdown in the economy and downward trending that began in the later quarters of Fiscal Year 2019-20. As such, a factor has been included to account for the financial impact from the reduction of approximately 1% for the Fiscal Year 2020-21 Preliminary Budget. An update for Property Taxes will be provided once new estimates are received from HdL.

Sales and Use Taxes are projected to decrease by approximately \$725,000. This revenue category is by far expected to experience the largest impact from the pandemic, and assumes HdL's "worst case scenario" based on estimates received on April 16, 2020. The sales and Use Taxes reflect approximately 18% decline over Fiscal Year 2019-20.

However, there will be some offset to this from the 90-day 1st quarter 2020 payment extension, that allows qualifying businesses to spread their 1st Quarter 2020 liability over a twelve-month period. The estimated financial impact from this is a \$275,000 increase for Sales & Use Taxes for Fiscal Year 2020-21, that was deferred and not reflected in Fiscal Year 2019-20. This is based on HdLs' estimate of the 312 potential accounts that may enter into installment payment plans with the State to spread their first quarter 2020 liability over 12 months beginning in August 2020.

Transit Occupancy Tax (TOT) is projected to increase by approximately \$60,000 over the Amended Budget for FY2019-20. This assumes that activity for the two existing hotels will reflect a general decrease over Fiscal Year 2019-20, and the third hotel will come on line sometime during late summer months once COVID-19 restrictions are lifted, and then

overall reduced activity for all three hotels for the remainder of the calendar year 2020 and possibly into 2021.

Licenses and permits are projected to increase by approximately \$72,000 for Fiscal Year 2020-21, and assumes a general increase in building activity following the release of restrictions for COVID-19.

Charges for Services are projected to decrease by approximately \$50,000. The primary reason for this is due to reduced activity projected for Recreation classes and events planned for Fiscal Year 2020-21.

Fiscal Year 2020-21 General Fund Expenditures

As shown below, Fiscal Year 2020-21 expenditures are projected to increase over Fiscal Year 2019-20 Amended budgeted expenditures by approximately \$557,000 to \$14,987,320.

Department	2019-20 Amended Budget	2020-21 Preliminary Budget	Increase/ (Decrease)
City Council	\$ 66,895	\$ 71,895	\$ 5,000
City Manager/City Clerk	796,632	798,055	1,423
Finance	752,515	715,248	(37,267)
City Attorney	176,000	176,000	-
Police	6,411,556	7,031,277	619,721
Development Services	3,116,894	3,145,391	28,497
Recreation and Community Services	1,724,608	1,664,589	(60,019)
Non-Departmental	575,865	575,865	-
Interfund Operating Transfers	809,000	809,000	-
Total Operating Expenditures and Transfers	\$ 14,429,965	\$ 14,987,320	\$ 557,355

Material variances for the Fiscal Year 2020-21 Preliminary Budget for Operating Expenditures and Transfers are as follows:

Police – expenditures are projected to increase by approximately \$619,000 over the Fiscal Year 2019-20 Amended Budget, an increase of \$430,000 for Salaries & Benefits, and approximately \$79,000 more for Materials, Supplies & Services. This also includes an increase in overtime of \$110,000 in Patrol, and includes vacant positions.

Recreation and Community – expenditures are projected to decrease by approximately \$60,000 from prior year's budget. The primary reason is due to a reduction in Special Events and reduced estimates for race on the Base (\$37,000 less) and Fourth of July (\$22,500 less). There has also been a general decrease in part-time costs as a result of the reduction and postponement of many events, classes and programs.

The changes in citywide expenditures over the prior year's budgeted expenditures are primarily due to salary and benefit costs which increased by approximately \$557,000 or

3.9%. Below is a breakdown of the personnel costs and comparison of Fiscal Year 2019-20 Amended Budget, Fiscal Year 2019-20 estimate, and projection for Fiscal Year 2020-21.

	Fiscal Year 2019-20 Budget "A"	Fiscal Year 2019-20 Estimated Actual "B"	Fiscal Year 2020-21 Budget "C"	Variance (C-A)
Personnel Costs				
Full-Time Salaries	\$ 5,082,964	\$ 4,248,893	\$ 5,157,711	\$ 74,747
Part-Time Salaries	798,542	767,381	772,141	(26,401)
Pension Costs	2,090,544	2,090,544	2,386,956	296,412
Other Benefits	413,945	435,821	507,454	93,509
Vacation/Sick Payouts	150,622	191,983	150,500	(122)
Overtime	206,574	414,425	319,927	113,353
	<u>\$ 8,743,191</u>	<u>\$ 8,149,047</u>	<u>\$ 9,294,689</u>	<u>\$ 551,498</u>

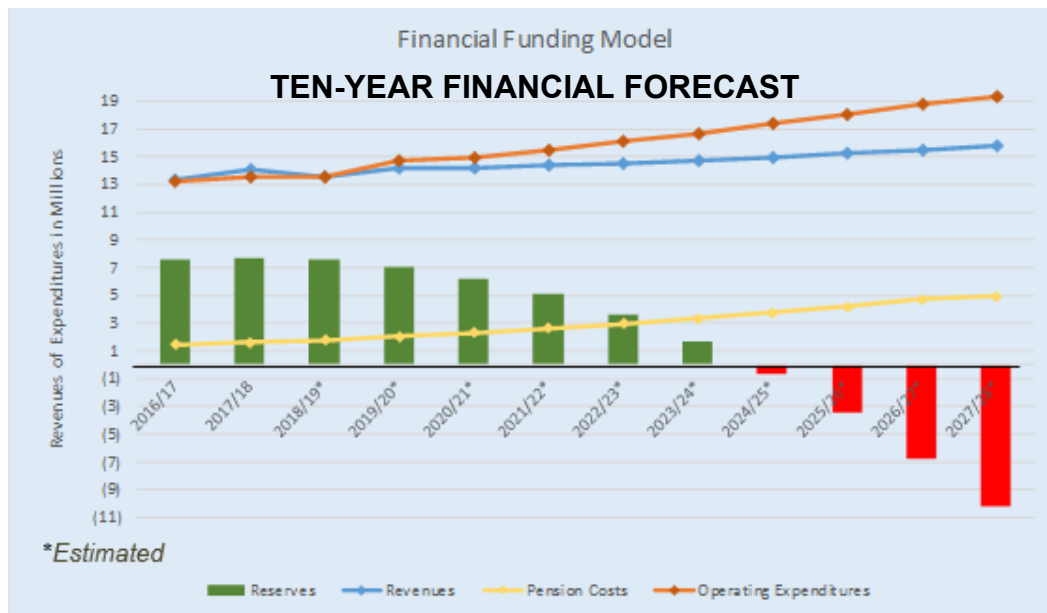
The breakdown of the wages and benefits increase is due to full time salaries (increase by approximately \$75,000), pension costs (increase by approximately \$296,000), other benefits (increase by approximately \$93,000), and overtime costs (increase of approximately \$113,000).

A further breakdown of the \$74,747 increase in full-time positions is due to MOU-directed increases (\$15,000 POA, \$25,900 CEA, and \$21,600 Non-Represented), and other scheduled step increases.

Included in the overall pension increase is an increase in the unfunded accrued liability in the amount of \$217,747. The Fiscal Year 2020-21 Budget assumes that the City will prepay the unfunded portion of the City's pension costs, which will save the City \$47,567 and has already been reflected in amounts shown above. This means the \$217,747 increase in pension costs would be \$47,567 higher if the City did not prepay the unfunded portion of the City's pension costs.

Fiscal Sustainability

Based on the current revenue and expenditure assumptions and service levels included in the Ten Year Financial Forecast, it is projected that fund balance will be depleted by Fiscal Year 2024-25.



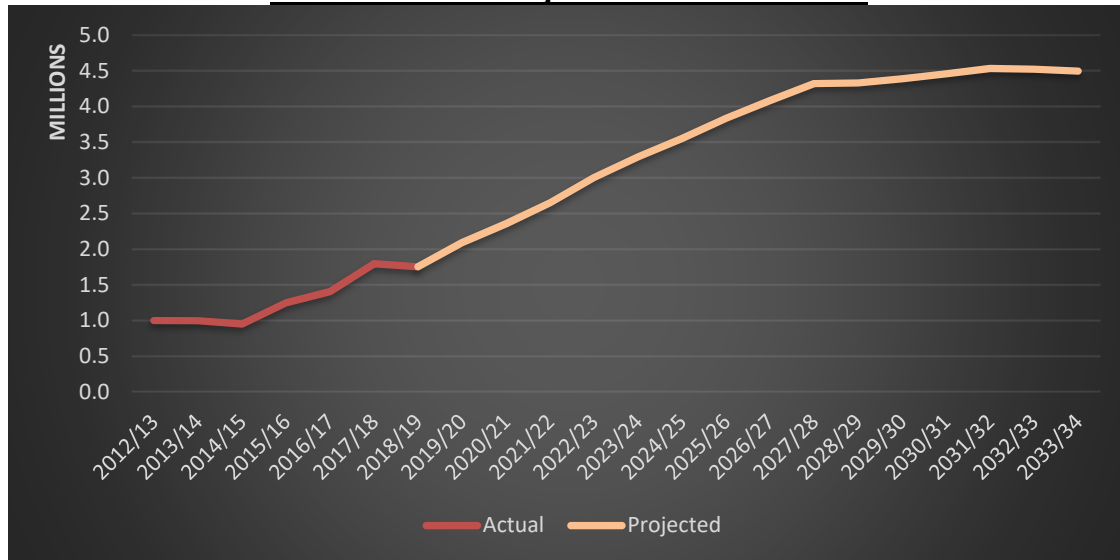
Staff has been meeting with the Budget Standing Committee and will continue to meet regularly with them to discuss the development of the Fiscal Sustainability Plan with the objective of eliminating the long-term General Fund structural deficit and providing long-term fiscal sustainability.

Pension Costs

The City is projected to pay \$2,386,956 to CalPERS in pension costs for Fiscal Year 2020-21, which includes the UAL payment of \$1,434,235. This is an overall increase of \$217,747, or 18%, from prior year's UAL cost of \$1,216,488. The projected pension cost for Fiscal Year 2020-21 is approximately \$2.39 million, which will be an increase of approximately \$296,000 compared to Fiscal Year 2019-20.

As shown below, the City's annual pension cost is projected to increase over \$3 million annually by Fiscal Year 2023-24, which is over a \$1 million increase in the City's current annual budget expenditures. This increase would be phased-in over four years. The graph below illustrates the climbing pension costs forecasted over the next fifteen years.

Historical and Projected Pension Costs



FISCAL IMPACT

The Fiscal Year 2020-21 preliminary budget presents an initial budget gap of \$1,347,073. The forecast for the Preliminary Fiscal Year 2020-21 budget is the most likely projected scenario at this time. Staff will seek direction for various options for closing the budget gap throughout the budget process with the Budget Standing Committee and the City Council.

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