CITY OF LOS ALAMITOS

3191 Katella Ave., Los Alamitos, CA 90720

CITY COUNCIL AGENDA
REGULAR MEETING

Tuesday, January 19, 2021 – 6:00 p.m.

SAFETY ALERT –NOTICE REGARDING COVID-19

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

Pursuant to Executive Orders and given the current health concerns, members of the public may not attend the meeting in person. Members of the public can access the meeting by visiting this URL to join: https://us02web.zoom.us/j/81905617302; or by phone: 1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 929 436 2866. **Webinar ID: 819 0561 7302**

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

3. PLEDGE OF ALLEGIANCE

Mayor Chirco will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Hasselbrink will give the Invocation.

5. PRESENTATION

A. Presentation Regarding the Upcoming 46th Annual Americana Awards (Saturday, February 27, 2021) by Mr. Howard Kummerman, Executive Director, Cypress College Foundation

B. Presentation Regarding an Overview of SB 1383's Organic Waste Reduction Requirements by Mike Balliet, MBC Consulting

6. ORAL COMMUNICATIONS

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

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

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.

7. COUNCIL ANNOUNCEMENTS

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

Ratify the Warrants for January 19, 2021 in the amount of $844,231.68 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 January 20, 2021 to February 15, 2021.

ROLL CALL

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

10. CONSENT CALENDAR

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

ROLL CALL

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

A. Approval of Minutes (City Clerk)

Approve the City Council Adjourned Regular Minutes of December 14, 2020 and Special Minutes of December 21 and 23, 2020.

B. 2021 Budget Calendar (Finance)

This report seeks to establish the 2021 budget calendar.

Recommendation: Approve the recommended budget calendar for 2021.

C. Comprehensive Annual Financial Report for June 30, 2020 (Finance)
For City Council consideration is the receipt of the fiscal year 2019-2020 audit reports.

Recommendation: Receive and file the annual audit reports for fiscal year 2019-2020, including the Comprehensive Annual Financial Report (CAFR), Audit Communication Letter, and the Report on Internal Control.

D. Adoption of the Legislative Platform for 2021 (City Manager)
The Legislative Action Plan identifies the City's Legislative Platform for 2021 and provides program procedures for the City to effectively participate in the legislative process.

Recommendation: Adopt Resolution 2021-21, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE 2021 LEGISLATIVE PLATFORM."

E. Award Contract for the Old Town West Traffic Calming Project – Phase 1 (CIP No. 20/21-01) (Development Services)
This report recommends award of a bid to begin construction of the Old Town West Traffic Calming Project – Phase 1 (CIP No. 20/21-01).

Recommendations:

1. Award contract to PCI for the construction of the Old Town West Traffic Calming Project – Phase 1 (CIP No. 20/21-01); and,

2. Authorize the Mayor to execute the contract with PCI for the project; and,

3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or $3,469.10.

F. Award Contract for Annual Park and Landscape Maintenance Services (RFP 2020-05) (Development Services)
This report recommends awarding of a bid for Annual Park and Landscape Maintenance Services (RFP 2020-05).

Recommendations:

1. Award contract for Annual Park and Landscape Maintenance Services to North Star Land Care in the annual amount of $84,955.95; and,

2. Authorize the Mayor to execute the Landscape Maintenance

Services Agreement with North Star Land Care for the project.

G. **Los Alamitos Measure Y Fiscal Accountability Pledge (Administration)**
On November 3, 2020, Measure Y was successfully passed by a majority of Los Alamitos voters. All funds generated will remain under local control and for the benefit of the Los Alamitos community. Revenue will be subject to independent annual audits and regular reports back to the community to detail how money is being spent.

To provide additional transparency and accountability a "Fiscal Accountability Pledge" was developed that outlines the City's commitment to the responsible allocation any significant increase in general fund revenues. At its regular meeting on October 19, 2020, the Los Alamitos City Council adopted a Fiscal Accountability Pledge.

Recommendations: Reaffirm the Fiscal Accountability Pledge, as a guide to helping the Los Alamitos community maintain the "Quality of Life" for our residents and business community.

11. ADJOURNMENT

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

Windmera Quintanar, MMC, City
Clerk Dated: January 19, 2021

Item No. 9

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

To Ratify

Pages:				
1-3	$	90,000.00	Advanced Warrant	12/09/2020
4-11	$	190,842.95	Warrant	12/16/2020
12-16	$	27,354.23	Advanced Warrant	12/21/2020
	$	9,223.95	January Retirees	01/04/2021
	$	156,943.86	Payroll	12/11/2020
	$	83,483.41	Benefits & Withholdings	12/11/2020
	$	142,335.39	Payroll	12/25/2020
	$	144,047.89	Benefits & Withholdings	12/25/2020
Grand Total	$	844,231.68		

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 January 20, 2021 to Febuary 15, 2021.

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 5th day of January, 2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A.R.R. CORPORATION	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
ABSOLUTE SIGN, INC	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
ALEXANDRA CHRYSANTHIS, MD INC	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
ARTURO GUANLAO	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
BILL WILBER	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
CHUNG NGUYEN	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
EDUARDO FLORES	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
GEORGE S YOUNG	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
JILL ONDERCIN VELEZ	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
LOS ALAMITOS SURGERY CENTER, LP	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
LV NAILS AND SPA INC	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
ROMEO ORREGO	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
ROSSMOOR PLAYSCHOOL	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
SIMPLY O ORGANIC JUICE BAR	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
TACO SURF CANTINA INC	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
WILLIAMS PHILLIPS	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
YLS ENTERTAINMENT INC	GRANT RELIEF RECIPIENT	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
YNACIO RAMIREZ	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

=============== FUND TOTALS ================

55	CORONAVIRUS RELIEF FUND	90,000.00
	GRAND TOTAL:	90,000.00

TOTAL PAGES: 2

SELECTION CRITERIA

SELECTION OPTIONS

```
VENDOR SET:         01-CITY OF LOS ALAMITOS
VENDOR:             All
CLASSIFICATION:     All
BANK CODE:          All
ITEM DATE:           0/00/0000 THRU 99/99/9999
ITEM AMOUNT:        99,999,999.00CR THRU  99,999,999.00
GL POST DATE:        0/00/0000 THRU 99/99/9999
CHECK DATE:         12/09/2020 THRU 12/09/2020
```

PAYROLL SELECTION

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

PRINT OPTIONS

```
PRINT DATE:         None
SEQUENCE:           By Vendor Sort
DESCRIPTION:        Distribution
GL ACCTS:           NO
REPORT TITLE:       WARRANTS 12/09/2020
SIGNATURE LINES:    0
```

PACKET OPTIONS

```
INCLUDE REFUNDS:  YES
INCLUDE OPEN ITEM:NO
```

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	SAFARILAND BULLET VEST- LE	GENERAL FUND	PATROL	775.00
			TOTAL:	775.00
AMERICAN RENTALS	CONCRETE AND TRAILER RENTA	GENERAL FUND	STREET MAINTENANCE	202.08
			TOTAL:	202.08
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL- AUGUST 202	GENERAL FUND	PARK MAINTENANCE	530.00
	GOPHER CONTROL- NOV. 2020	GENERAL FUND	PARK MAINTENANCE	380.00
			TOTAL:	910.00
BIG TOP RENTALS	STAGE & CANOPY W. WONDERL	GENERAL FUND	SPECIAL EVENTS	1,454.83
			TOTAL:	1,454.83
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	NOV.2020 - 2 BLOOD DRAWS	GENERAL FUND	PATROL	254.00
			TOTAL:	254.00
CALIFORNIA PUBLIC AGENCY COMPENSATION	CALPACS 2020 MEMBERSHIP	GENERAL FUND	CITY MANAGER	275.00
			TOTAL:	275.00
CARLA J. GAVIN	TRANSLATION MEASURE Y 09/2	GENERAL FUND	NON-DEPARTMENTAL	85.00
			TOTAL:	85.00
JHM SUPPLY, INC.	PARTS FOR BACKFLOW LAUREL	GENERAL FUND	PARK MAINTENANCE	87.20
	PARTS FOR VALVE REPAIT COT	GENERAL FUND	PARK MAINTENANCE	200.54
	VALVE REPAIR FOR MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	53.94
	VALVE REPAIR PARTS	GENERAL FUND	PARK MAINTENANCE	100.26
			TOTAL:	441.94
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SERIES: MIKE S	GENERAL FUND	NON-DEPARTMENTAL	580.00
	PROF. SVCS.11/2020-L.ROSES	GENERAL FUND	NON-DEPARTMENTAL	840.00
	BUILDING & SAFETY SVCS. 11	GENERAL FUND	BUILDING INSPECTION	30,633.22
	WQMP INSP. OCT2020	GENERAL FUND	NPDES	1,541.00
			TOTAL:	33,594.22
CWAC INCORPORATED	PD 2016 CHARGER- OIL/FILTE	GARAGE FUND	GARAGE	76.87
	PD 2017 CHARGER-PULLEY, OI	GARAGE FUND	GARAGE	754.61
	WATER PUMP/RADIATOR/BELT	GARAGE FUND	GARAGE	1,066.28
	FAN MOTOR/COLLING FAN/RADI	GARAGE FUND	GARAGE	2,500.92
	CHECK LIGHT/OIL PRESSURE	GARAGE FUND	GARAGE	506.76
			TOTAL:	4,894.44
COUNTY OF ORANGE TREASURER-TAX	OCATS: NOVEMBER 2020	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OC ID SYSTEM: AFIS DEC. 20	GENERAL FUND	COMMUNICATIONS TECHNOL	515.00
	FY 20/21 -SHARE NPDES/D02-	GENERAL FUND	NPDES	17,083.97
			TOTAL:	18,872.30
CROWN TROPHY	JR. SUPERSTAR AWARDS	GENERAL FUND	SPORTS	49.58
	YOUTH SOCCER MEDALS	GENERAL FUND	SPORTS	71.10
			TOTAL:	120.68
DATA TICKET, INC.	NOV. 2020 CITATIONS	GENERAL FUND	TRAFFIC	428.98
			TOTAL:	428.98
DEKRA-LITE	STORAGE OF HOLIDAY BANNER	GENERAL FUND	RECREATION ADMINISTRAT	232.76
			TOTAL:	232.76

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DEPARTMENT OF INDUSTRIAL RELATIONS	FY 20/21 ASSESSMENT	SELF INSURANCE TRU	INSURANCE	6,650.06
			TOTAL:	6,650.06
DISCOVERY BENEFITS, INC.	ADMIN SVCS. NOV. 2020	GENERAL FUND	ADMINISTRATIVE SERVICE	67.50
			TOTAL:	67.50
DON WALKER	PARK SANITIZING WEEK 17 &	GENERAL FUND	PARK MAINTENANCE	4,500.00
	PARK SANITIZING WEEK 19 &	GENERAL FUND	PARK MAINTENANCE	4,500.00
	PARK SANITIZING WEEK 21 &	GENERAL FUND	PARK MAINTENANCE	4,500.00
			TOTAL:	13,500.00
EAGLE PORTABLES, INC.	PORTABLE FOR WINTER WONDER	GENERAL FUND	SPECIAL EVENTS	937.43
			TOTAL:	937.43
ECOFERT, INC.	FERTIGATION SERVICES- 11/2	GENERAL FUND	PARK MAINTENANCE	885.00
			TOTAL:	885.00
IRMA J. SANTOS	PD CAR WASHES	GARAGE FUND	GARAGE	190.00
	ADMIN CAR WASH	GARAGE FUND	GARAGE	20.00
	REC. CAR WASH	GARAGE FUND	GARAGE	20.00
			TOTAL:	230.00
ENTERPRISE FM TRUST	PARTIAL MONTH/ FULL MONTH	GARAGE FUND	GARAGE	710.69
	MONTHLY LEASE- FORD F-15/T	GARAGE FUND	GARAGE	521.11
	MONTHLY LEASE F-15/FORD TR	GARAGE FUND	GARAGE	1,640.75
			TOTAL:	2,872.55
FAHREDIN BERANI	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
FB OF SOUTHERN CALIFORNIA LP	GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
			TOTAL:	5,000.00
FEDEX	RETURNED CIMPUTER PURCHASE	GENERAL FUND	ADMINISTRATIVE SERVICE	19.87
			TOTAL:	19.87
FRONTIER COMMUNICATIONS	PHONE LINES JAIL ALARM/2 P	GENERAL FUND	COMMUNICATIONS TECHNOL	241.91
	FRONTIER COMMUNICATIONS	GENERAL FUND	STREET MAINTENANCE	137.64
			TOTAL:	379.55
FUSCOE ENGINEERING	PROF. SVCS. 10/1/20- 10/31	GENERAL FUND	NPDES	5,570.00
			TOTAL:	5,570.00
GANAHL LUMBER COMPANY	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	32.91
	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	15.60
	PD BATHROOM TOILET REPAIR	GENERAL FUND	BUILDING MAINTENANCE	12.92
	BUILDING MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	2.14
	PARTS FOR SECURITY FENCE	GENERAL FUND	BUILDING MAINTENANCE	99.57
	PARTS FOR SECURITY FENCE	GENERAL FUND	BUILDING MAINTENANCE	30.13
	SUPPLIES- YARD SECURITY FE	GENERAL FUND	BUILDING MAINTENANCE	84.92
	WATER HOSE CONNECTORS	GENERAL FUND	BUILDING MAINTENANCE	39.26
	BREAKER FOR SHOP/PRUNERS	GENERAL FUND	BUILDING MAINTENANCE	89.40
			TOTAL:	406.85
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	985.51
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,630.20

VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
		GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,115.49
		GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	6,010.21
		GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	6,887.54
		GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	1,314.18
		GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	296.69
		GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	697.95
				TOTAL:	19,937.77
GREENTECH LANDSCAPE, INC.		WEEKLY LANDSCAPE MAINTENAN	GENERAL FUND	PARK MAINTENANCE	6,368.54
				TOTAL:	6,368.54
JACK GRISWOLD		FIRST AID	GENERAL FUND	SPECIAL CLASSES	33.80
		CPR FOR ADULT, CHILD & INF	GENERAL FUND	SPECIAL CLASSES	127.40
				TOTAL:	161.20
JARED E. LLOYD		HCE SUNDAYS IN NOVEMBER 20	GENERAL FUND	SPORTS	436.80
				TOTAL:	436.80
PACIFIC SECURED EQUITIES, INC.		WC TPA SERVICES- DEC. 2020	SELF INSURANCE TRU	INSURANCE	1,149.80
				TOTAL:	1,149.80
K&S AIR CONDITIONING, INC.		A.C. REPAIR - YOUTH CENTER	GENERAL FUND	BUILDING MAINTENANCE	333.10
				TOTAL:	333.10
KESTER CORPORATION		REPAIRED PRESSURE WASHER	GENERAL FUND	PARK MAINTENANCE	107.08
		SAW BLADES AND OIL	GENERAL FUND	PARK MAINTENANCE	170.89
		NEW CHAINS FOR CHAIN SAWS	GENERAL FUND	PARK MAINTENANCE	141.92
		NEW CHAIN SAW	GENERAL FUND	PARK MAINTENANCE	391.45
				TOTAL:	811.34
KONICA MINOLTA BUSINESS SOLUTIONS U.S.		ADMIN FRONT METER	GENERAL FUND	ADMINISTRATIVE SERVICE	24.03
		FINANCE METER	GENERAL FUND	ADMINISTRATIVE SERVICE	167.72
				TOTAL:	191.75
KONICA MINOLTA PREMIER		COPIER LEASE- ADMIN FRONT	GENERAL FUND	ADMINISTRATIVE SERVICE	503.09
		COPIER LEASE- FINANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	545.37
				TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS		PD COPIER LEASE 12/20/20	GENERAL FUND	POLICE ADMINISTRATION	187.13
				TOTAL:	187.13
YING LIU		PORTRAIT WORKSHOP 11/07/20	GENERAL FUND	SPECIAL CLASSES	48.75
		PORTRAIT WORKSHOP 11/21/20	GENERAL FUND	SPECIAL CLASSES	58.50
				TOTAL:	107.25
MICHELLE ERICKSON		GRANT RECIPIENT PHASE II	CORONAVIRUS RELIEF	INVALID DEPARTMENT	5,000.00
				TOTAL:	5,000.00
MISC. VENDOR	BLAIR GREEN	BLAIR GREEN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	26.00
	BLAIR GREEN	BLAIR GREEN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
	COPP ROOFING	AUTOMATION FEE REFUND 2020	GENERAL FUND	NON-DEPARTMENTAL	28.60
	COPP ROOFING	GREEN FEE REFUND 2020-272	GENERAL FUND	NON-DEPARTMENTAL	1.00
	COPP ROOFING	SMIP FEE REFUND 2020-272	GENERAL FUND	NON-DEPARTMENTAL	0.84
	COPP ROOFING	BUILDING FEE REFUND 2020-2	GENERAL FUND	NON-DEPARTMENTAL	146.71
	SHEREEN AWAD	SHEREEN AWAD:REFUND	GENERAL FUND	NON-DEPARTMENTAL	20.00
	STACEY PERSINGER	STACEY PERSINGER:REFUND	GENERAL FUND	NON-DEPARTMENTAL	96.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
STACEY PERSINGER	STACEY PERSINGER:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
SHELLEY SAGE	SHELLEY SAGE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	494.00
SHELLEY SAGE	SHELLEY SAGE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
			TOTAL:	829.15
NEWPORT EXTERMINATING	EXTERIOR TREATMENT PEST CO	GENERAL FUND	BUILDING MAINTENANCE	175.00
	15 BAIT STATIONS REFILL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	20 BAIT STATIONS REFILL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
COMMUNITY MEDIA CORP.	101566 PUBLIC NOTICE	GENERAL FUND	INVESTIGATION	50.00
	NOTICE: CIP 20/21-01 OLD T	MEASURE M	NON-DEPARTMENTAL	950.00
			TOTAL:	1,000.00
MARIA O'CONNELL	COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL	1,104.30
			TOTAL:	1,104.30
OUR LOS AL	MANAGEMENT SVCS- NOV. 2020	GENERAL FUND	CITY COUNCIL	416.67
	MANAGEMENT SVCS- NOV. 2020	GENERAL FUND	LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS- NOV. 2020	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
			TOTAL:	2,083.33
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,481.90
			TOTAL:	1,481.90
PAPER RECYCLING SPECIALISTS	SHREDDING SVCS. 12/07/2020	GENERAL FUND	ADMINISTRATIVE SERVICE	82.00
			TOTAL:	82.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK- COTTONWO	GENERAL FUND	PARK MAINTENANCE	475.00
	PUMP SEPTIC TANK-LITTLE CO	GENERAL FUND	PARK MAINTENANCE	475.00
			TOTAL:	950.00
PETTY CASH	CHIEF NUNEZ- LIVE SCAN FBI	GENERAL FUND	POLICE ADMINISTRATION	40.00
	O'CONNELL- LIVE SCAN FBI	GENERAL FUND	POLICE ADMINISTRATION	40.00
	BYERLEY CAR WASH	GENERAL FUND	POLICE ADMINISTRATION	34.99
	LUNCHEON SUPPLIES	GENERAL FUND	PATROL	7.72
	LOCKER NAMEPLATE FOR TRAN	GENERAL FUND	PATROL	11.96
	LUNCH FOR PATROL/RECORDS	GENERAL FUND	PATROL	70.16
	SHOOTING TARGETS FOR RANGE	GENERAL FUND	PATROL	27.56
	2 SUNSHADES FR DET. VEHICL	GENERAL FUND	INVESTIGATION	34.46
			TOTAL:	266.85
REDFLEX TRAFFIC SYSTEMS, INC.	NOV. 2020- INTERSECTION CO	GENERAL FUND	TRAFFIC	9,689.76
			TOTAL:	9,689.76
REFRIGERATION UNLIMITED, INC.	ICE MACHINE REPAIR-COMM. C	GENERAL FUND	BUILDING MAINTENANCE	796.13
			TOTAL:	796.13
SUZANNE ROADY-ROSS	INTERMEDIATE T'AI CHI CHIH	GENERAL FUND	SPECIAL CLASSES	85.60
			TOTAL:	85.60
ROBERTSON INDUSTRIES, INC.	TEMPORARY FENCING/ ROLL CO	GENERAL FUND	PARK MAINTENANCE	4,475.00
			TOTAL:	4,475.00
CHERYL J. SCHNITZER	LINE DANCING DROP IN 11/02	GENERAL FUND	SPECIAL CLASSES	16.90
	LINE DANCING DROP IN 11/09	GENERAL FUND	SPECIAL CLASSES	8.45

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	25.35
SIR SPEEDY	ENVELOPES W/ PD RETURN ADD	GENERAL FUND	PATROL	350.19
	BUSINESS CARDS: J. JENNING	GENERAL FUND	NEIGHBORHOOD PRESERVAT	59.26
			TOTAL:	409.45
SPARKLETTS DRINKING WATER	WATER	GENERAL FUND	BUILDING MAINTENANCE	465.83
			TOTAL:	465.83
SPECTRUM SECURITY GROUP, LLC	P.W. PAD LOCKS FOR CITY WI	GENERAL FUND	STREET MAINTENANCE	181.02
			TOTAL:	181.02
STATE OF CALIFORNIA DEPT. OF HOUSING &	STATE OF CALIFORNIA DEPT.	GENERAL FUND	BUILDING INSPECTION	400.00
			TOTAL:	400.00
THALES CONSULTING INC.	SCO/ STREET REPORT FY 19/2	GENERAL FUND	ADMINISTRATIVE SERVICE	900.00
			TOTAL:	900.00
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	CITY MANAGER	1,734.00
	TIME WARNER CABLE	GENERAL FUND	COMMUNICATIONS TECHNOL	470.24
			TOTAL:	2,204.24
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 TICKET CHARGES/MAINT	GENERAL FUND	STREET MAINTENANCE	36.40
	LSA01 BILLABLE TICKETS	GENERAL FUND	STREET MAINTENANCE	16.29
			TOTAL:	52.69
UNITED STATES POSTMASTER	UNITED STATES POSTMASTER	GENERAL FUND	POLICE ADMINISTRATION	220.07
			TOTAL:	220.07
VERIZON WIRELESS	VERIZON WIRELESS	GENERAL FUND	PATROL	0.23
	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	162.24
	VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	30.02
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	243.36
			TOTAL:	435.85
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	4,206.81
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	240.39-
			TOTAL:	3,966.42
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	231.75
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	858.25
	REPAIR PARTS-CLEANING MACH	GENERAL FUND	BUILDING MAINTENANCE	465.00
	SANITORIAL MACHINE PART	GENERAL FUND	BUILDING MAINTENANCE	561.53
			TOTAL:	2,116.53
MICHELE M. WILKOSZ	ADV. GUITAR DROP IN 11/02/	GENERAL FUND	SPECIAL CLASSES	19.50
	ADV. GUITAR DROP IN 11/09/	GENERAL FUND	SPECIAL CLASSES	21.45
	ADV. GUITAR DROP IN 11/16/	GENERAL FUND	SPECIAL CLASSES	17.55
	ADV. GUITAR DROP IN 11/23/	GENERAL FUND	SPECIAL CLASSES	15.60
	ADV. GUITAR DROP IN 11/30/	GENERAL FUND	SPECIAL CLASSES	11.70
			TOTAL:	85.80
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY - NOV. 20	GENERAL FUND	CITY ATTORNEY	14,320.00
	LITIGATION SVCS.- NOV. 202	GENERAL FUND	CITY ATTORNEY	80.00
	PROSECUTOR SVCS.- NOV. 202	GENERAL FUND	CITY ATTORNEY	2,047.50
			TOTAL:	16,447.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

=============== FUND TOTALS ================

10	GENERAL FUND	154,296.36
26	MEASURE M	950.00
28	LOS ALAMITOS TV	833.33
50	GARAGE FUND	11,963.41
54	SELF INSURANCE TRUST	7,799.86
56	CORONAVIRUS RELIEF FUND	16,000.00
	GRAND TOTAL:	190,842.96

TOTAL PAGES: 6

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 12/16/2020 THRU 12/16/2020

PAYROLL SELECTION

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

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Sort
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 12/16/2020
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
U.S. BANK	COMMISSIONER'S HOLIDAY COO	GENERAL FUND	CITY COUNCIL	129.90
	AMAZON- CERTIFICATE PAPER	GENERAL FUND	CITY COUNCIL	59.50
	AMAZON- CITY COUNCIL SUPPL	GENERAL FUND	CITY COUNCIL	127.35
	CANVA' VET. DAY GRAPHIC	GENERAL FUND	CITY COUNCIL	1.00
	TABLE LINEN DRY CLEANING	GENERAL FUND	CITY COUNCIL	131.00
	CITY ID CARDS	GENERAL FUND	CITY COUNCIL	25.70
	COSTCO- PRESCHOOL CANDY	GENERAL FUND	CITY MANAGER	29.98
	ADOBE- SUBSCRIPTION	GENERAL FUND	CITY MANAGER	33.99
	ACROBAT- SUBSCRIPTION	GENERAL FUND	CITY MANAGER	14.99
	OC REGISTER- SUBSCRIPTION	GENERAL FUND	CITY MANAGER	10.00
	SUPPLIES- ADMIN	GENERAL FUND	CITY MANAGER	30.79
	AMAZON- ADMIN SUPPLIES	GENERAL FUND	CITY MANAGER	49.54
	AMAZON: USB PORTS FOR CLER	GENERAL FUND	CITY MANAGER	13.04
	ADOBE- SUBSCRIPTION	GENERAL FUND	ADMINISTRATIVE SERVICE	14.99
	OFFICE SUPPLIES- KEYBOARDS	GENERAL FUND	ADMINISTRATIVE SERVICE	61.84
	OFFICE SUPPLIES- LASER PRI	GENERAL FUND	ADMINISTRATIVE SERVICE	161.61
	SITEGROUND- WEBSITE RENEWA	GENERAL FUND	ADMINISTRATIVE SERVICE	80.00
	GAS FOR CHEIFS VEHICLE	GENERAL FUND	POLICE ADMINISTRATION	5.00
	ONLINE TRAINING COURSE	GENERAL FUND	POLICE ADMINISTRATION	100.00
	ONLINE TRAINING COURSE	GENERAL FUND	POLICE ADMINISTRATION	100.00
	NAME TAPE FOR PEER SUPPORT	GENERAL FUND	POLICE ADMINISTRATION	17.22
	BYERLEY; FBI SCAN CLEARANC	GENERAL FUND	POLICE ADMINISTRATION	70.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	38.25
	REEVES EYE LASER WORK DESI	GENERAL FUND	POLICE ADMINISTRATION	150.00
	ADOBE SUBSCIPTION	GENERAL FUND	POLICE ADMINISTRATION	14.99
	DAILY APP. BOOK	GENERAL FUND	POLICE ADMINISTRATION	28.24
	CERTIFIED POSTAGE FOR MAIL	GENERAL FUND	POLICE ADMINISTRATION	15.19
	CARDS	GENERAL FUND	POLICE ADMINISTRATION	12.47
	MEDICI- REPORT WRITING TRA	GENERAL FUND	POLICE ADMINISTRATION	71.00
	MCDOWELL- 2 DAY PEER SUPPO	GENERAL FUND	POLICE ADMINISTRATION	250.00
	ORTIZ- 2 DAY PEER SUPPORT	GENERAL FUND	POLICE ADMINISTRATION	250.00
	FLYNN-TRAFFIC COLLISION IN	GENERAL FUND	POLICE ADMINISTRATION	125.66
	PEER SUPPORT K9 VEST EMBRO	GENERAL FUND	POLICE ADMINISTRATION	32.85
	KITCHEN SUPPLIES- REFUND	GENERAL FUND	PATROL	8.94-
	KITCHEN SUPPLY	GENERAL FUND	PATROL	8.94
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	198.84
	EVIDENCE MEASUREMENT CARDS	GENERAL FUND	PATROL	78.22
	ANTIBACTERIAL HAND SOAP	GENERAL FUND	PATROL	32.29
	6X 9 MAILING ENVELOPES	GENERAL FUND	PATROL	27.97
	PURELL HAND WIPES	GENERAL FUND	PATROL	83.34
	DISINFECTANT WIPES	GENERAL FUND	PATROL	38.70
	LOBBY INTERCOM	GENERAL FUND	RECORDS	53.49
	LOBBY INTERCOM- REFUND	GENERAL FUND	RECORDS	45.26-
	STORAGE FOR PROPERTY/EVIDE	GENERAL FUND	RECORDS	62.70
	SHARPS/ NEEDLE DISPENSERS	GENERAL FUND	RECORDS	26.89
	2021 DESK CALENDAR	GENERAL FUND	RECORDS	43.88
	BROWN PAPER EVIDENCE BAG	GENERAL FUND	RECORDS	70.58
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	21.60
	ACRYLIC SIGN HOLDER	GENERAL FUND	COMMUNITY OUTREACH	30.86
	FINGER LIGHTS	GENERAL FUND	COMMUNITY OUTREACH	9.64
	SUPPLIES- COMM DEV. REFUND	GENERAL FUND	COMMUNITY DEVEL ADMIN	43.04-
	SUPPLIES- COMM DEV	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.08
	SUPPLIES- PUBIC WORKS	GENERAL FUND	PUBLIC WORKS ADMIN	49.54
	TREE TIES CITY WIDE	GENERAL FUND	STREET MAINTENANCE	457.94
	COYOTE CREEK - YEARLY SUBS	GENERAL FUND	STREET MAINTENANCE	235.00
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	30.06

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TIME CLOCK FOR BUILDING LI	GENERAL FUND	BUILDING MAINTENANCE	53.81
	SHOP TOILET REPAIR PART	GENERAL FUND	BUILDING MAINTENANCE	8.61
	YARD SECURITY FENCE SUPPLI	GENERAL FUND	BUILDING MAINTENANCE	34.86
	YARD SECURITY FENCE SUPPLI	GENERAL FUND	BUILDING MAINTENANCE	64.70
	MEMBERSHIP- ZOOM	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	LIGHTS FOR POLES ON LOS AL	GENERAL FUND	RECREATION ADMINISTRAT	610.29
	COPIER INVOICE FOR JUNE 20	GENERAL FUND	RECREATION ADMINISTRAT	280.88
	COPIER INVOICE FOR SEPT. 2	GENERAL FUND	RECREATION ADMINISTRAT	430.26
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	49.11
	CPRS FOR TRINI JAN.-DEC. 2	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	GIFT CARD- PUMPKIN CARVING	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	203.02
	PRINT MASTER-INVOICE#13268	GENERAL FUND	RECREATION ADMINISTRAT	1,217.58
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	77.52
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	33.52
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	19.38
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	197.94
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	61.44
	SOCIAL MEDIA SCHEDULER	GENERAL FUND	RECREATION ADMINISTRAT	348.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	28.50
	SUBSCRIPTION- HOMEBASE	GENERAL FUND	RECREATION ADMINISTRAT	288.00
	SUBSCRIPTION- ADOBE FOR TR	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	SUBSCRIPTION- MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRAT	280.00
	SUBSCRIPTION-ADOBE FOR EME	GENERAL FUND	RECREATION ADMINISTRAT	29.99
	SUBSCRIPTION-APPLE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	GOOGLE STORAGE COMM. CENTE	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	SECURITY FILE - CODE ENFOR	GENERAL FUND	COMMUNITY SERVICES	1,931.60
	REFUND FOR FILE STORAGE	GENERAL FUND	COMMUNITY SERVICES	1,001.39-
	SECURITY FILE STORAGE- COD	GENERAL FUND	COMMUNITY SERVICES	1,001.39
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	29.41
	LASER LAB SUPPLIES	GENERAL FUND	DAY CAMP	3.38
	LASER LAB SUPPLIES	GENERAL FUND	DAY CAMP	52.48
	LASER LAB SUPPLIES	GENERAL FUND	DAY CAMP	2.97
	DROP N SHOP SUPPLIES	GENERAL FUND	DAY CAMP	18.75
	LASER LAB SUPPLIES	GENERAL FUND	DAY CAMP	220.22
	STAR CLASS- SUPPLIES	GENERAL FUND	DAY CAMP	16.45
	LASER LAB	GENERAL FUND	DAY CAMP	12.01
	LASER LAB	GENERAL FUND	DAY CAMP	46.32
	LASER LAB	GENERAL FUND	DAY CAMP	215.44
	LASER LAB	GENERAL FUND	DAY CAMP	27.99
	SPORTS & REC EQUIPMENT	GENERAL FUND	SPORTS	54.97
	ART SUPPLIES	GENERAL FUND	SPECIAL CLASSES	80.28
	CREDIT FACILITY SUPPLIES	GENERAL FUND	SPECIAL CLASSES	49.48-
	FACILITY SUPPLIES	GENERAL FUND	SPECIAL CLASSES	49.48
	FACILITY SUPPLIES	GENERAL FUND	SPECIAL CLASSES	49.48
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	90.24
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	27.86
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	44.53
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	89.25
	SUPPLIES- HALLOWEEN DECORA	GENERAL FUND	SPECIAL EVENTS	37.88
	SUPPLIES- HALLOWEEN DECORA	GENERAL FUND	SPECIAL EVENTS	28.79
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	33.01
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	57.74
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	301.10
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	43.48
	GOODIE BAGS-WINTER WONDERL	GENERAL FUND	SPECIAL EVENTS	276.77

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DRIVE UP TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	12.23
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	18.30
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	70.97
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	350.85
	DRIVE UP TRUNK OR TREAT KI	GENERAL FUND	SPECIAL EVENTS	18.74
	FILM & FOOD FEST MOVIE	GENERAL FUND	SPECIAL EVENTS	90.87
	FIL & FOOD FEST MOVIE	GENERAL FUND	SPECIAL EVENTS	66.15
	FILM & FOOD FEST	GENERAL FUND	SPECIAL EVENTS	14.57
	FILM & FOOD FEST	GENERAL FUND	SPECIAL EVENTS	47.60
	FILM & FOOD FEST SUPPLIES	GENERAL FUND	SPECIAL EVENTS	66.25
	FILM & FOOD FEST SUPPLIES	GENERAL FUND	SPECIAL EVENTS	56.72
	FILM & FOOD FEST SUPPLIES	GENERAL FUND	SPECIAL EVENTS	31.66
	FILM & FOOD FEST SUPPLIES	GENERAL FUND	SPECIAL EVENTS	35.52
	FILM & FOOD FEST SUPPLIES	GENERAL FUND	SPECIAL EVENTS	10.02
	FILM & FOOD FEST SUPPLIES	GENERAL FUND	SPECIAL EVENTS	194.98
	FILM & FOOD FEST SUPPLIES	GENERAL FUND	SPECIAL EVENTS	54.32
	FILM & FOOD FEST-CREDIT	GENERAL FUND	SPECIAL EVENTS	10.02-
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	9.73
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	27.80
	WINTER WONDERLAND STAGE LI	GENERAL FUND	SPECIAL EVENTS	739.46
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	34.52
	WINTER WONDERLAND INFLATAB	GENERAL FUND	SPECIAL EVENTS	134.95
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	254.34
	WINTER WONDERLAND BACKDROP	GENERAL FUND	SPECIAL EVENTS	215.46
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	2,745.02
	WINTER WONDERLAND COSTUMES	GENERAL FUND	SPECIAL EVENTS	362.72
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	23.92
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	114.09
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	173.87
	SUPPLIES - BATTERIES	GENERAL FUND	SPECIAL EVENTS	17.62
	DRIVE UP TRUNK OR TREAT SU	GENERAL FUND	SPECIAL EVENTS	23.15
	DRIVE UP TRUNK OR TREAT SU	GENERAL FUND	SPECIAL EVENTS	5.51
	DRIVE UP TRUNK OR TREAT SU	GENERAL FUND	SPECIAL EVENTS	207.28
	DRIVE UP TRUNK OR TREAT SU	GENERAL FUND	SPECIAL EVENTS	75.00
	SUPPLIES- SPOOKY EGG HUNT	GENERAL FUND	SPECIAL EVENTS	11.13
	FILM & FOOD FEST GOODIE BA	GENERAL FUND	SPECIAL EVENTS	18.74
	FILM & FOOD FEST GOODIE BA	GENERAL FUND	SPECIAL EVENTS	16.64
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	10.31
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	28.03
	SANTA SUIT- WINTER WONDERL	GENERAL FUND	SPECIAL EVENTS	143.89
	SPOOKY EGG HUNT KIT	GENERAL FUND	SPECIAL EVENTS	370.20
	BACKDROP- WINTER WONDERLAN	GENERAL FUND	SPECIAL EVENTS	432.00
	INFLATABLES-WINTER WONDERL	GENERAL FUND	SPECIAL EVENTS	116.36
	INFLATABLES-WINTER WONDERL	GENERAL FUND	SPECIAL EVENTS	481.60
	INFLATABLES-WINTER WONDERL	GENERAL FUND	SPECIAL EVENTS	75.40
	DRIVE UP TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	457.61
	FILM & FOOD FEST SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1,157.50
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	450.00
	AUTO PARTS FIR P.D. CARS	GARAGE FUND	GARAGE	67.85
	WELDER SUPPLIES FOR SHOP	GARAGE FUND	GARAGE	149.14
	DELL MODULE SERVER	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	720.93
	LAPTOPS FOR CITY COUNCIL/	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	3,179.19
	EQUIPMENT FOR LAPTOPS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,103.36
			TOTAL:	27,354.23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

=============== FUND TOTALS ================

10	GENERAL FUND	22,133.76
50	GARAGE FUND	216.99
53	TECHNOLOGY REPLACEMENT	5,003.48
	GRAND TOTAL:	27,354.23

TOTAL PAGES: 4

SELECTION CRITERIA

SELECTION OPTIONS

```
VENDOR SET:        01-CITY OF LOS ALAMITOS
VENDOR:            All
CLASSIFICATION:    All
BANK CODE:         All
ITEM DATE:          0/00/0000 THRU 99/99/9999
ITEM AMOUNT:       99,999,999.00CR THRU  99,999,999.00
GL POST DATE:       0/00/0000 THRU 99/99/9999
CHECK DATE:        12/21/2020 THRU 12/21/2020
```

PAYROLL SELECTION

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

PRINT OPTIONS

```
PRINT DATE:        None
SEQUENCE:          By Vendor Sort
DESCRIPTION:       Distribution
GL ACCTS:          NO
REPORT TITLE:      WARRANTS 12/21/2020
SIGNATURE LINES:   0
```

PACKET OPTIONS

```
INCLUDE REFUNDS:   YES
INCLUDE OPEN ITEM:NO
```

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

ADJOURNED REGULAR MEETING – December 14, 2020

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 6:02 p.m., Monday, December 14, 2020, 2020, via videoconference, 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 via videoconference.

2. ROLL CALL

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

Absent: Council Members: None

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

3. PLEDGE OF ALLEGIANCE

Council Member Doby led the Pledge of Allegiance.

4. INVOCATION

Council Member Grose gave the Invocation.

5. PRESENTATIONS

Mayor Murphy and the City Council received the listed presentations.

A. Presentations to Council Member Dean Grose from Outside Agencies for his Service as a Council Member

B. Presentations to Mayor Richard D. Murphy from Outside Agencies for his Dedicated Service as Council Member

6. ORAL COMMUNICATIONS

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

City Clerk Quintanar advised no requests to speak were received.

Mayor Murphy advised of Art Madera's Annual Feeding the Veterans for Christmas and encouraged residents to donate and/or volunteer.

7. COUNCIL ANNOUNCEMENTS

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

Council Member Grose spoke regarding participation in the West-Comm Board meeting, White House COVID briefings, Chamber of Commerce Breakfast, League of California Cities meeting regarding RHNA meeting, California Alliance of Local Elected meetings, Regional Military Affairs Committee meeting, Southern California Association of Governments Economic Summit, American Defense Communities, Winter Wonderland Light Show, OpenGov lunch meeting, and Zoom meeting regarding the Impact of Proposition 19. He wished the community happy holidays.

Council Member Doby spoke regarding participation in the Orange County Human Relations Committee, Orange County Mosquito and Vector Control District Board meeting, Chamber of Commerce Breakfast, and Winter Wonderland Light Show.

Council Member Hasselbrink provided an update regarding the firefighters who were injured in the Silverado fires, thanked Staff on behalf of the residents for all their work during these unprecedented times, spoke in favor of the new street signs, and thanked all the non-profits for their efforts.

Mayor Pro Tem Chirco spoke regarding participation in the Drive-in Movies, Winter Wonderland Light Show, Orange County Mayors call in meetings, and wished the community a happy holidays.

Mayor Murphy attended the Winter Wonderland Light Show and thanked Epson for hosting the event and MemorialCare Miller Children's & Women's Hospital Long Beach for sponsoring the event. He encouraged residents to shop local and suggested honoring the CHP Officer who was involved in the shooting for his bravery.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons advised of the upcoming Holiday Decorating judging Wednesday between 6:00 p.m. and 9:00 p.m.

9. WARRANTS

Motion/Second: Grose/Hasselbrink
Unanimously Carried: The City Council ratified the Warrants for December 14, 2020 in the amount of $1,016,410.86 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 December 15, 2020 to January 17, 2021.

ROLL CALL

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

10. CONSENT CALENDAR

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

Motion/Second: Chirco/Murphy
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)
Approve thed City Council Regular Minutes of November 16, 2020.

B. Declaring and Certifying the Results of the November 3, 2020 General Municipal Election (City Clerk)
This report provided a certified statement of the vote from the County of Orange Registrar of Voters regarding the General Municipal Election and request Council recite the facts of the election and declare the results.

The City Council adopted Resolution No. 2020-37, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS

ALAMITOS, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020, DECLARING THE RESULT, AND SUCH OTHER MATTERS AS PROVIDED BY LAW".

C. Resolutions and Agreements with California Department of Tax and Fee Administration (CDTFA) and HDL Companies Required for the Implementation, Collection, and Tracking of a New Local Transactions and Use (Sales) Tax (Finance)

The State of California considers the transactions tax to be a separate data base from the Bradley-Burns tax and requires separate agreements and resolutions with the California Department of Tax and Fee Administration (CDTFA). HDL Companies, the City's current sales and property tax consultant, will also require a new and separate agreement for the voter authorized new transaction and use tax. Once all documents have been submitted and processed by CDTFA, the CDTFA will start collecting the new tax on April 1, 2021.

The City Council:

1. Adopted Resolution No. 2020-38, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX"; and,

2. Adopted Resolution No. 2020-39, entitled, "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS"; and,

3. Authorized the City Manager to execute an agreement with Hinderliter de Llamas & Associates (HDL Companies) for transactions tax audit and information services;

4. Directed City staff to come back to City Council with a budget adjustment for the actual costs incurred by the California Department of Tax and Fee Administration (CDTFA) for the transactions tax implementation during the mid-year financial update and a revised transaction tax revenue projection for the final quarter of the fiscal year.

D. Resolution 2020-40 – Minimum Wage Increase (Finance)

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

The City Council adopted Resolution No. 2020-40, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2021 AND REPEALING EXHIBIT A FROM RESOLUTION NO. 2019-39."

11. DISCUSSION ITEM

A. Resolution No. 2020-42 – Awarding the City Manager a Performance Based Incentive Bonus for Calendar Year 2020 (City Attorney)

The City Council evaluated the City Manager's performance during closed session on November 16, 2020. Pursuant to the City Manager's Employment Agreement, the City Manager may be entitled to up to a two percent (2%) annual performance based incentive bonus, which may be awarded at the sole discretion of the City.

City Attorney Daudt summarized the Staff report.

Council clarified this performance based incentive bonus was part of Mr. Simmons original contract and thanked Mr. Simmons for a job well done during the global pandemic.

Motion/Second: Murphy/Hasselbrink
Unanimously Carried: The City Council adopted Resolution No. 2020-42, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AWARDING THE CITY MANAGER A PERFORMANCE BASED INCENTIVE BONUS FOR CALENDAR YEAR 2020".

Pursuant to California Government Code section 54953(c)(3), an oral report summarizing the recommendation must be made in open session prior to the City Council taking final action on this item.

ROLL CALL

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

12. SPECIAL ORDERS OF THE DAY

Mayor Murphy and the City Council moved the Special Orders of the Day as listed.

A. Comments by Outgoing Council Member Dean Grose

B. Presentation to Council Member Dean Grose from the City Council for his Tenure on the Council
Mayor Murphy read the list of Recognitions received and photos of the items were shared.

C. Comments by Outgoing Mayor and Council Member Richard D. Murphy

C. Presentations to Mayor Murphy from the City for his Tenure on the Council
Mayor Pro Tem Chirco read the list of Recognitions received and photos of the items were shared.

D. (PRE-RECORDED) City Clerk Quintanar to Administer Oath of Office and comments by Newly Elected Officials Tanya Doby, Ron Bates, and Jordan Nefulda
A pre-recorded video of the Oaths of Office was played for the record.

Richard Murphy and Dean Grose left the meeting.

Incoming Council Members Ron Bates, Tanya Doby, and Jordan Nefulda were in attendance.

13. DISCUSSION ITEMS

A. City Council Reorganization (City Clerk)
This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. The City's Charter requires roll call votes be taken for the election of these two Officers.

Mayor Pro Tem Chirco turned the meeting over to City Clerk Quintanar.

City Clerk Quintanar opened the floor for nominations for the Office of Mayor.

Council Member Hasselbrink nominated Mayor Pro Tem Chirco for the Office of Mayor.

There being no further nominations, City Clerk Quintanar closed the floor for nominations.

Motion: Hasselbrink
Unanimously Carried: The City Council elected Mark Chirco for the position of Mayor.

ROLL CALL

Council Member Bates	Aye
Council Member Chirco	Aye
Council Member Doby	Aye
Council Member Hasselbrink	Aye
Council Member Nefulda	Aye

City Clerk Quintanar turned the meeting over to Mayor Chirco.

Mayor Chirco opened the floor for nominations for the Office of Mayor Pro Tem.

Council Member Doby nominated Council Member Hasselbrink for the Office of Mayor Pro Tem.

There being no further nominations, Mayor Chirco closed the floor for nominations.

Motion: Doby
Unanimously Carried: The City Council elected Shelley Hasselbrink for the position of Mayor Pro Tem.

ROLL CALL

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

B. City Council Member Appointments/Reappointments as Representatives to other Agencies and City Committees for 2021
(City Clerk)

This report provides relevant information for the City Council's annual appointments/reappointments of Council Members as representatives to other Agencies.

City Clerk Quintanar summarized the Staff report.

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

1. Made the following appointments to Representatives to Other Agencies:

   Orange County Fire Authority
   Delegate: Hasselbrink

   Orange County Sanitation District
   Delegate: Chirco
   Alternate: Bates

   League of California Cities-State Division
   Delegate: Chirco
   Alternate: Hasselbrink

   City Selection Meeting
   Delegate: Chirco

   Orange County Library Advisory Board
   Delegate: Bates
   Alternate: Nefulda

   West Cities Communications Center JPA Board
   Delegate: Nefulda
   Alternate: Bates

   Budget Standing Committee
   Delegates: Chirco and Hasselbrink

   Waste Hauler Ad Hoc Committee
   Delegates: Bates and Nefulda

2. Adopted Resolution No. 2020-41, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS"; and,

3. Authorized the City Clerk to complete California Form 806, Agency Report of: Public Official Appointments and post on the City's website.

ROLL CALL

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

14. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Authority: Government Code § 54956.9(c)(one case)

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into Closed Session at 7:03 p.m.

RECONVENE

The City Council reconvened in Adjourned Regular Session at 8:04 p.m.

City Attorney Daudt stated the City Council had directed the City Attorney to initiate litigation. Additional information shall be disclosed upon inquiry.

15. ADJOURNMENT

The City Council adjourned at 8:04 p.m.

____

Mark Chirco, Mayor

Attest:

____

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – December 21, 2020

1. CALL TO ORDER

The City Council met in Special Session at 6:01 p.m., Monday, December 21, 2020, via videoconference, Mayor Chirco presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Ron Noda, Acting Deputy City Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Executive Assistant/Benefits

3. SPECIAL ORDER OF THE DAY

A. Adopt Resolution No. 2020-43 – Support of Orange County Sheriff's Challenge to a Court Order Releasing Inmates from Orange County Jails (City Manager)

On December 11, 2020, the Orange County Superior Court ordered Sheriff Don Barnes to release approximately 1,800 inmates from Orange County jails. The City Council will consider approving a resolution in support of Orange County Sheriff Don Barnes' challenge to this order to assist Sheriff Barnes in his efforts to protect the health and welfare of the citizens of Orange County.

City Manager Simmons summarized the staff report.

Mayor Chirco opened the item for Public Comment.

City Clerk Quintanar advised public comments were received in writing, provided to the Council before the meeting, and available online.

Felicity Figueroa, Michelle Po, and Barbara Farrell spoke in opposition to the item.

Mayor Chirco closed the item for Public Comment.

City Council and Staff discussed the following:

- Previous lower level offense inmate releases due to COVID-19 concerns
- Concern for the potential to release serious/violent offenders to meet capacity restrictions
- Clarification tonight's item was a Resolution in support of the Sheriff's action to appeal lower level court decision
- Concern regarding support systems for released inmates including parole, health care, and family support
- Overview of health and safety precautions for jailhouse management
- Concerns for continued operations of jail systems with capacity restrictions
- Concern operations of Orange County jails may not be well understood by the ordering Judge
- Concern regarding the spread of COVID-19 due to the release of inmates in the general population
- Concern for lack of a plan to return released inmates to jail once capacity allows
- Resolution of Support is judicious and fiscally responsible

Motion/Second: Bates/Hasselbrink
Unanimously Carried: The City Council adopted Resolution No. 2020-43, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, IN SUPPORT OF ORANGE COUNTY SHERIFF'S CHALLENGE TO A COURT ORDER RELEASING INMATES FROM ORANGE COUNTY JAILS".

ROLL CALL

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

4. ADJOURNMENT

The City Council adjourned at 6:40 p.m.

Attest:

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – December 23, 2020

1. CALL TO ORDER

The City Council met in Special Session at 6:05 p.m., December 23, 2020, via videoconference, Mayor Chirco presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Bates, Doby, Nefulda, Mayor Chirco

Absent: Council Members: Mayor Pro Tem Hasselbrink

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Chelsi Wilson, Executive Assistant/Benefits

3. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Authority: Government Code § 54956.9(c)(one case)

City Attorney Daudt read the item aloud.

RECESS
The City Council recessed into Closed Session at 6:05 p.m.

RECONVENE
The City Council reconvened in Special Session at 6:38 p.m.

City Attorney Daudt stated there was no reportable action

15. ADJOURNMENT

The City Council adjourned at 6:38 p.m.

Attest: Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

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

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

Presented By: **Craig Koehler, Interim Finance Director**

Subject: **2021 Budget Calendar**

SUMMARY

This report seeks to establish the 2021 budget calendar.

RECOMMENDATION

Approve the recommended budget calendar for 2021.

BACKGROUND

In accordance with the City's Charter Section 1202 and 1203, the proposed budget shall be prepared and submitted to City Council "at least thirty-five (35) days prior to the beginning of each fiscal year." After reviewing the budget and making revisions as it may deem advisable, "the City Council shall hold a public hearing on the proposed budget, at which interested persons desiring to be heard shall be given such opportunity."

DISCUSSION

In order to provide ample time for review, analysis and revision of the fiscal year 2021-2022 proposed budget, staff recommends the following meetings with the Budget Standing Committee (BSC) and City Council:

March 8th	BSC – Mid-year review of FY 20/21 budget
March 15th	Regular City Council Meeting – Mid-year review of FY 20/21 budget
April 12th	BSC – Review #1 of FY 21/22 draft budget
May 10th	BSC – Review #2 of FY 21/22 draft budget
May 17th	Regular City Council Meeting – Presentation of draft budget FY 21/22
June 7th	BSC – Review #3 of FY 21/22 draft budget (if needed)
June 21st	Regular City Council Meeting – Budget adoption (Public Hearing)

FISCAL IMPACT

None.

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

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

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

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

Presented By: **Craig Koehler, Interim Finance Director**

Subject: **Comprehensive Annual Financial Report for June 30, 2020**

SUMMARY

For City Council consideration is the receipt of the fiscal year 2019-2020 audit reports.

RECOMMENDATION

Receive and file the annual audit reports for fiscal year 2019-2020, including the Comprehensive Annual Financial Report (CAFR), Audit Communication Letter, and the Report on Internal Control.

BACKGROUND & DISCUSSION

Each year an independent audit of the City is conducted in conformity with *generally accepted auditing standards* (GAAS). Those standards require that an independent Certified Public Accountant plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The auditor also expresses an opinion on the fairness of the presentation of the financial position and the results of operations of the government's basic financial statements in conformity with *generally accepted accounting principles* (GAAP).

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report (CAFR) for the fiscal years ended June 30, 2019, 2018, 2017, 2016, and 2015. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting. The award is valid for a period of one year only. Staff believes the current fiscal year 2019-2020 CAFR continues to meet the award program’s requirements, and has been submitted again to the GFOA. If the City receives the award for fiscal year 2019-2020, this would be the sixth consecutive year since 2015.

The auditors have also issued a Report on Internal Control and an Auditor's Communication Letter, which outlines matters that are required to be communicated to City Council. There were no findings, material weaknesses nor significant deficiencies found in the audit for the current year.

FISCAL IMPACT

None.

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

Attachments: *1. Final CAFR for Fiscal Year Ended June 30, 2020*
2. Audit Communication Letter
3. Report on Internal Control

Attachment 1

CITY OF Los Alamitos California

COMPREHENSIVE ANNUAL FINANCIAL REPORT
FISCAL YEAR ENDED JUNE 30, 2020

City of Los Alamitos

Los Alamitos, California

Comprehensive Annual Financial Report

For the Fiscal Year Ended June 30, 2020

Prepared by the
Finance Department of Los Alamitos

This page intentionally left blank.

City of Los Alamitos
Comprehensive Annual Financial Report
For the Year Ended June 30, 2020

Table of Contents

Table of Contents (Continued)

Page

FINANCIAL SECTION (Continued)

Required Supplementary Information (Unaudited):

Table of Contents (Continued)

Page

STATISTICAL SECTION (Unaudited)

This page intentionally left blank.

CITY OF
Los Alamitos
California

3191 Katella Avenue
Los Alamitos, CA 90720-5600
Telephone: (562) 431-3538
FAX: (562) 493-1255
www.cityoflosalamitos.org

November 28, 2020

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

It is our pleasure to submit the Comprehensive Annual Financial Report (CAFR) of the City of Los Alamitos (the City) for the fiscal year ended June 30, 2020.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). Because the costs of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatements.

The City's financial statements have been audited by Gruber and Associates, Inc., a firm of certified public accountants. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion on the City's financial statements for the fiscal year ended June 30, 2020. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP require that management provide a narrative, introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Los Alamitos' MD&A can be found immediately following the report of the independent auditors.

City of Los Alamitos Profile

The City of Los Alamitos, which has a population of 11,401 and is 4.3 square miles, is located in the northwest section of Orange County. The City is strategically located in Southern California, 30 miles from downtown Los Angeles and 10 miles from Anaheim. The City is 10 miles northeast of the seaport terminal of Long Beach, and 13 miles northeast of the Port of Los Angeles. Neighboring communities include Long Beach, Seal Beach, Cypress and Garden Grove.

The City of Los Alamitos is a Charter City and was incorporated on March 1, 1960. The City has a Council-Manager form of government. The City Council is comprised of five members elected bi-annually to four-year alternating terms. The City Council annually elects a Mayor from its members. The City Council appoints the City Manager, who is responsible for the day-to-day administration and management of City business within all City departments. The City employs a staff of fifty-two budgeted full-time employees. The City has contracts with Woodruff, Spradlin & Smart for city attorney services and Liebert Cassidy Whitmore for legal services related to labor and employment law.

The City provides many services, including police protection, construction and maintenance of streets and other infrastructure, public improvements, planning and zoning, recreational activities and cultural events, and general administrative and support services.

The annual budget serves as the foundation for the City's financial planning and control. The City Council holds public hearings and adopts an annual budget resolution for all funds. Adoption of the annual budget must occur prior to the conclusion of the prior fiscal year. The City Council may modify appropriations with majority approval. The budgets are adopted and presented on a basis consistent with generally accepted accounting principles.

Changes in budget appropriations at the fund level during the year must be approved by the City Council. The legal level of expenditures is controlled at the department level and appropriations lapse at the end of each fiscal year unless encumbered for re-appropriation by the City Council in the following fiscal year. The City Manager may, without Council approval, amend individual line items within any department, and between divisions and programs, in the personnel costs, maintenance and operations, capital outlay and capital projects portions of the budget without increasing total appropriations for any fund.

Economic Outlook

In March 2020 the COVID-19 pandemic was declared and the resulting stay-at-home order and closing of all business activity led to a significant reduction in City revenues, including sales and TOT taxes and City fees normally received for various City programs and services from recreation and building activity.

On June 15, 2020, the 2020-21 City Budget was adopted with over a $1.3M budget gap cost reductions included to cover the projected structural deficit of $1.347M. These service reductions implemented included cutting 10 FT City staff positions including four police and one code enforcement officer positions; reorganization of the Recreation and Development Services Departments; salary reductions for non-safety personnel; and other cost saving measures. While these steps allowed the City to adopt a balanced budget, they are not sustainable through the next budget cycle.

Long-Term Financial Planning and Major Initiatives

As of June 30, 2020, the City's General Fund had fund balance unassigned, assigned and committed of approximately $11.9 million. Of this amount, $3.4 million is committed for emergencies, $3.6 million assigned for PERS reserves, $500,000 assigned for retiree medical insurance benefits and approximately $296,000 is assigned for encumbrances. Nonspendable fund balance consists primarily of prepaid amounts for the 2020-21 Fiscal Year, which were paid during the 2019-20 Fiscal Year.

Annually, the City updates a seven (7) year Capital Improvement Program (CIP). The Capital Improvement Program for Fiscal Year 2020-21 totals $1,694,531, which includes $849,721 carried forward from Fiscal Year 2019-20. Projects include, but are not limited to, Suburbia Rehabilitation, street maintenance and arterial and residential tree trimming. The Capital Improvement Program continues to provide a significant amount of funding for streets.

Every year the City strives to adopt a balanced budget, ensuring short-term spending and long-term goals are being met. However, the City projects budgetary shortfalls in the next fiscal year and will deplete its cash by 2024/2025 if a permanent solution is not implemented quickly. Rising pension costs, and uncontrollable expenses related to state-mandates are a few of the reasons for the projected shortfall. The COVID-19 pandemic has further eroded revenues and increased costs. To combat this, the City has embarked on a Fiscal Sustainability plan to increase awareness of its financial condition. The City conducted a series of community meetings and registered voter surveys to gauge the support for a local sales tax adjustment that will be pursued in the next fiscal year.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2019. The City received this award for publishing an easily readable and efficiently organized CAFR that satisfied both GAAP and applicable legal requirements.

This award is valid for a period of one year only. We believe that our current CAFR continues to meet the Program's requirements and we are submitting it to the GFOA again this year.

The preparation and publication of this report would not have been possible without the dedication, professionalism, and teamwork of the entire staff of the Finance Department. The City Council has continued to extend their support to the Finance Department in the planning of responsible and progressive financial operations. We would like to thank the Mayor and the City Council for their continued support for maintaining the highest standards of professionalism in the management of the City's finances.

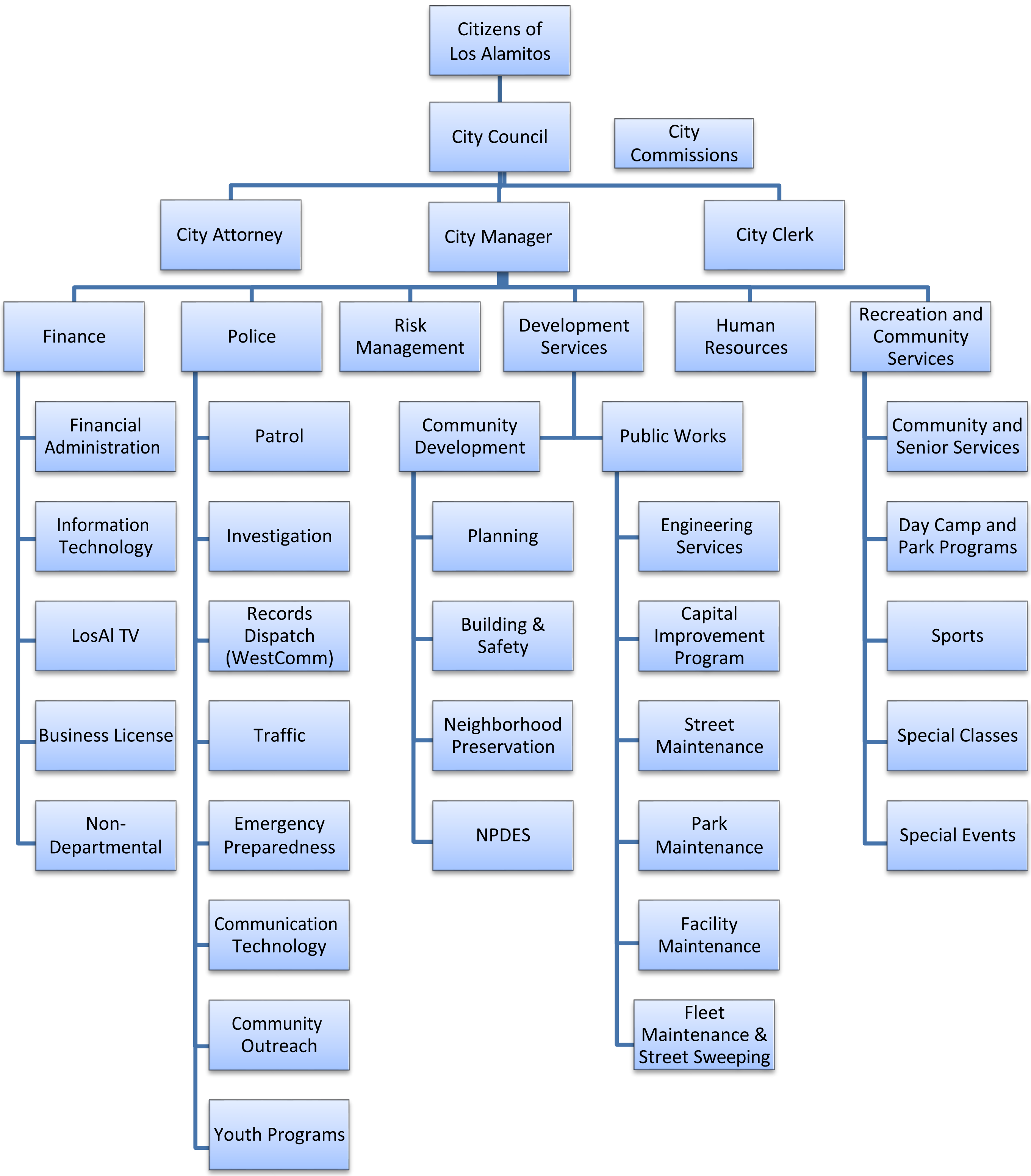
Respectfully submitted,

Chet Simmons
City Manager

Craig Koehler
Interim Finance Director

CITY OF LOS ALAMITOS

ORGANIZATIONAL CHART



CITY OF LOS ALAMITOS

DIRECTORY OF OFFICIALS (as of June 30, 2020)

CITY COUNCIL

Richard D. Murphy, Mayor
Mark A. Chirco, Mayor Pro Tem
Dean Grose, Council Member
Shelley Hasselbrink, Council Member
Tanya Doby, Council Member

APPOINTED OFFICIALS

Chet Simmons, City Manager
Michael S. Daudt, City Attorney
Windmera Quintanar, City Clerk

EXECUTIVE MANAGEMENT

Eric R. Nunez, Chief of Police
Craig A. Koehler, Interim Finance Director
Ron Noda, Acting Development Services Director
Emeline Noda, Acting Recreation and Community Services Director
Chelsi Wilson, Executive Assistant to the City Manager
Ron Roberts, Division Chief - Orange County Fire Authority

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Los Alamitos
California

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

Christopher P. Morrill

Executive Director/CEO

This page intentionally left blank.

GRUBER and associates

An Independent CPA Firm

To the Honorable Mayor and Members of the City Council
of the City of Los Alamitos
Los Alamitos, California

Independent Auditors' Report

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California (the "City"), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

438 Old Newport Blvd – Newport Beach, CA 92663
Phone (949) 346-2900 – Fax (714) 901-0024 – www.gruber-inc.com

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Budgetary Comparison Schedule-General Fund, Budgetary Comparison Schedule-Traffic Improvement Capital Project Fund, Schedule of Proportionate Share of the Net Pension Liability and Related Ratios, Schedule of Contributions - Pension, and Schedule of Changes in Net OPEB Liability and Related Ratios on pages 62 to 63 and 65 to 67, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, Combining and Individual Nonmajor Fund Financial Statements and the Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual, and Statistical Section, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining and Individual Nonmajor Fund Financial Statements and the Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Nonmajor Fund Financial Statements and the Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual are fairly stated in all material respects in relation to the basic financial statements as a whole.

The Introductory and Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 28, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

GruberandAssociates,Inc.
Gruber and Associates, Inc.

Newport Beach, California
November 28, 2020

This page intentionally left blank.

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the City of Los Alamitos ("City") offers readers of the City's financial statements this narrative overview and analysis of the City's financial activities for the fiscal year ended June 30, 2020. We encourage readers to consider the information presented here in conjunction with additional information that is provided in our letter of transmittal. The presentation of the City's financial data in this analysis and statements will differ from the City's budget, in that the analysis and statements are required to follow Governmental Accounting Standards Board Statement Number 34 and other Statements to allocate costs associated with capital related items, long-term debt transactions, accrued interest, compensated absences internal service fund activity, and depreciation to the various functions of the City; whereas the City's budget is an operational financial plan for the upcoming fiscal year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis provides an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and deferred outflows, and liabilities and deferred inflows, with the difference between being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position is reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (government activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, community development, recreation and community services, and public works. The City has no business-type activities.

The Governmental Activities are presented on the accrual basis of accounting, a basis of accounting that differs from the modified accrual basis of accounting used in presenting governmental fund financial statements. Note 1 of the Notes to the Basic Financial Statements fully describe these bases of accounting.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains sixteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and the Traffic Improvement Fund, which are considered to be major funds. Data from the other fourteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds are provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Proprietary funds. Proprietary funds are used to account for activities where the City needs to show the full costs of providing the services, including depreciation. The City maintains five internal service funds.

The City uses internal service funds to account for its self-insured insurance programs, fleet of vehicles, equipment, technology upgrades and replacements and other capital related activities. Because these services benefit governmental functions, they have been included within governmental activities in the government-wide financial statements. Internal service funds are presented as proprietary funds because internal service funds follow the accrual basis of accounting.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Combining statements. The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the notes.

Government-wide Financial Analysis

Tables 1 and 2 focus on the net position and changes in net position of the City's governmental activities.

TABLE 1
Net Position

	Governmental Activities - June 30,	
	2019	2020
Current and other assets	$ 13,106,630	$ 14,973,772
Capital assets	18,941,430	19,078,843
Total assets	32,048,060	34,052,615
Deferred outflows of resources	4,906,900	7,345,857
Current liabilities	1,916,207	1,965,028
Noncurrent liabilities:		
Long-term debt	3,954,222	3,633,743
Net OPEB liability	4,712,480	6,568,452
Net pension liability	18,853,613	20,419,171
Total liabilities	29,436,522	32,586,394
Deferred inflows of resources	1,599,615	2,869,529
Net position:		
Net investment in capital assets	15,314,659	15,776,298
Restricted	1,350,083	1,452,784
Unrestricted	(10,745,919)	(11,286,533)
Total net position	$ 5,918,823	$ 5,942,549

The City's assets and deferred outflows exceeded liabilities and deferred inflows by $5,942,549 as of June 30, 2020, an increase of $23,726 from June 30, 2019.

The largest portion of the City's net position reflects its investment in capital assets (i.e., land, buildings, machinery, equipment and infrastructure), net of any related debt that is still outstanding used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Unrestricted net position had a deficit balance of $11.3 million as of June 30, 2020, which relates to the City's net pension liability and OPEB liability. The City has set-aside $3.62 million for its unfunded pension liability and $500,000 for its OPEB liability. However, since these funds are not held in an irrevocable trust the net pension liability has not been reduced to account for these funds that have been set-aside.

A condensed summary of activities for the period ended June 30, 2020 and the prior fiscal year is illustrated in Table 2 below.

TABLE 2
Changes in Net Position

	Governmental Activities - June 30, 2019	Governmental Activities - June 30, 2020
Revenues		
Program revenues:		
Charges for services	$ 2,852,999	$ 3,339,011
Operating contributions and grants	442,188	627,872
Capital contributions and grants	254,260	248,719
General revenues:		
Taxes:		
Property taxes	3,945,959	4,168,970
Utility users tax	1,967,627	1,988,464
Sales taxes	3,597,155	3,227,469
Franchise taxes	687,539	610,692
Business licenses	684,310	729,901
Other taxes	717,207	563,820
Investment income	271,249	254,427
Other	115,865	241,838
Total revenues	15,536,358	16,001,183
Expenses		
General government	3,135,018	3,585,997
Public safety	6,555,875	6,912,597
Community development	985,825	1,091,012
Recreation and community services	1,746,298	1,757,847
Public works	2,414,922	2,571,541
Interest on long-term debt	142,353	58,463
Total expenditures	14,980,291	15,977,457
Change in net position	556,067	23,726
Net position, beginning, as restated	5,362,756	5,918,823
Net position, ending	$ 5,918,823	$ 5,942,549

******Certain reclassifications have been made to prior year balances to conform with the current year's presentation and to account for the prior year restatement.*

Governmental Activities. Governmental activities increased the City's net position by $23,726 compared to a net increase of $556,067 in the prior year. Key elements of this year's activity in relation to the prior year are as follows:

Revenues:

- While variances between years exist for the various revenue categories, the total net increase was $464,825, which is largely attributable to the $223,011 (5.7%) increase in property tax. This was attributable to increasing property values. Additionally, the City received increased charges for services, increased operating contributions and grants, and increases in other tax revenues.

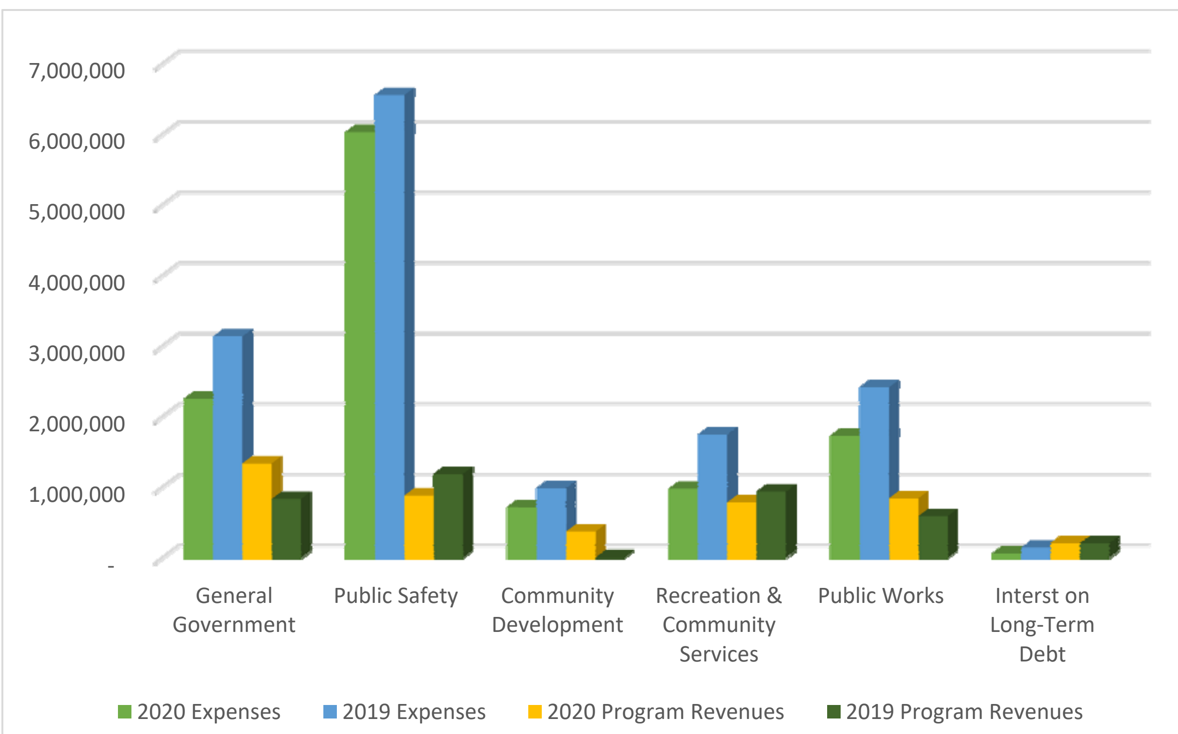
Expenses:

While variances between years exist for the various expense functions, the total net increase was $997,166. Increased expenditures were recognized in General Government, Public Safety, Community development, and Public Works. Table 3 below presents the cost of each of the City's six largest programs-general government, public safety, community development, recreation and community services, public works, and interest and fiscal charges —as well as their respective program revenues.

Table 3 below represents the cost of each of the City's six largest programs – general government, public safety, community development, recreation and community services, public works, and interest and fiscal charges, as well as their respective program revenues.

TABLE 3

Expenses and Program Revenues



See the Statement of Activities for further detail on program revenues and general revenues.

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of $11,925,924, an increase of $1,810,044 (18 percent) from the prior fiscal year's balance. $4,396,4637 or 37% of fund balance is constrained by the City's intent to utilize fund balance for specific purposes, which is reported within the fund balance classification *assigned*. $1,452,784 or 12% of fund balance is restricted, which represents the portion of fund balance that is subject to externally enforceable limitations by law, enabling legislation or limitations imposed by creditors or grantors.

The fund balance of the City's General Fund increased by $1,440,930 during the fiscal year compared to a $1,111,936 increase in the prior year. The increase in the current year is primarily attributable to the increase in property tax revenue.

The Traffic Improvement Capital Project Fund increased by $15,543 during the fiscal year compared to a $22,422 increase in the prior year. This is primarily due to increased revenue from building permit fees.

Other governmental funds realized an increase in fund balance of $353,571. While variances between years exist for the various nonmajor governmental funds, the net increase was primarily attributable to a decrease in the Debt Service Fund, which is associated with paying down the debt for the 2015 Certificates of Participation.

General Fund Budgetary Highlights

Actual revenues were $461,492 more than the final budgeted amount, which is primarily due to better than projected licenses and permits. The expenditures for the General Fund at fiscal year-end were $1,215,410 less than the final budgeted expenditures, which is primarily due to staffing vacancies across all departments.

Budget amendments and supplemental appropriations were made during the fiscal year which increased appropriations in the amount of approximately $254,450. The increase in budgeted appropriations is primarily due to an increase in public safety and public works departments, which was offset by the higher than expected increase in revenue for licenses and permits.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. At the end of Fiscal Year 2019-20, the City had $19.08 million invested in capital assets, including land, buildings, infrastructure, and equipment. This amount represents a net increase of $137,413, which is primarily due to additions in equipment and infrastructure. There was a net increase of $72,763 in capital asset additions, which was offset by $464,209 of depreciation expense.

TABLE 4
City of Los Alamitos Capital Assets Net of Depreciation

	Governmental Activities	
	2019	2020
Land	$ 5,917,715	$ 5,917,715
Buildings and Improvements	843,478	801,085
Equipment	365,410	314,962
Vehicles	176,285	89,408
Infrastructure	11,573,881	11,394,619
Construction in progress	$ 64,661	561,054
Totals	$ 18,941,430	$ 19,078,843

More detail on the City's capital assets can be found in Note 5 to the financial statements of this report.

Long-term liabilities. At the end of fiscal year 2019-20, the City had $4.10 million in long-term liabilities which includes outstanding bond indebtedness of $3.40 million along with a capital lease, claims payable and compensated absences. The net decrease of $456,864 over the prior year is due to debt payments made to the 2015 Certificates of Participation and the capital lease and decrease in claims payable.

TABLE 5
City of Los Alamitos Long-Term Liabilities

	Governmental Activities	
	2019	2020
2015 Certificates of participation	$ 3,475,000	$ 3,400,000
Capital lease - police vehicles	137,467	69,062
Claims payable	573,499	275,473
Compensated absences	375,686	360,273
Total liabilities	$ 4,561,652	$ 4,104,788

More detail on the City's long-term debt can be found in Notes, 6, 7 and 12 to the financial statements of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The economy has experienced dramatic changes with the onset of the COVID-19 pandemic in March 2020, from both operational and regulatory impacts. As the economic effects from the coronavirus continues, we are witnessing an event that also has an unprecedented level of fluidity. The swift reaction by consumers and businesses has caused a massive decrease in spending on certain goods and services. Financial information, as well as federal and state regulatory stances are changing rapidly, as the economy and businesses are reacting to consumer purchasing patterns and other fluctuations in the market. The resulting stay-at-home order and closing of all business activity led to a significant reduction in City revenues, including sales and TOT taxes and City fees normally received for various City programs and services from recreation and building activity.

On June 15, 2020, the 2020-21 City Budget was adopted with over a $1.3M budget gap cost reductions and steps to cover the projected structural deficit of $1.347M. While these actions allowed the City to adopt a balanced budget, they are not sustainable through the next budget cycle. The appropriations for all budgeted funds for Fiscal Year 2019-20 is $17,051,433. The General Fund operating budgeted was balanced with operating revenues of $13,640,247 and operating expenditures of $13,625,724.

Every year the City strives to adopt a balanced budget, ensuring short-term spending and long-term goals are met. However, the City projects budgetary shortfalls in the near future. Rising pension costs, uncontrollable expenses related to state-mandates, and stagnating revenues are a few of the reasons for the projected shortfall. To combat this, the City has embarked on a Fiscal Sustainability plan to increase awareness of its financial condition. Community meetings, public outreach, and a statistical survey are underway, and the City will address this matter in the upcoming fiscal year.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide the City of Los Alamitos citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to illustrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City's Administrative Services Department at the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, 90720, (562) 431-3538.

BASIC FINANCIAL STATEMENTS

GOVERNMENT-WIDE
FINANCIAL STATEMENTS

CITY OF LOS ALAMITOS
Statement of Net Position
June 30, 2020

	Governmental Activities
ASSETS	
Current assets:	
Cash and investments (Note 3)	$ 13,725,779
Receivables	
Accounts	435,022
Accrued interest	46,604
Due from employees	1,450
Due from other governments	752,003
Prepaid costs	12,665
Cash and investments - restricted (Note 3)	249
Total current assets	14,973,772
Noncurrent assets:	
Capital assets: (Note 5)	
Non-depreciable	6,478,769
Depreciable, net	12,600,074
Total capital assets	19,078,843
Total noncurrent assets	19,078,843
Total assets	34,052,615
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding (Note 7)	97,455
Pension deferrals (Note 9)	4,704,470
OPEB deferrals (Note 10)	2,543,932
Total deferred outflows of resources	7,345,857

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Net Position (Continued)
June 30, 2020

	Governmental Activities
LIABILITIES	
Current liabilities:	
Accounts payable	956,906
Accrued liabilities	243,590
Accrued interest	35,018
Unearned revenue	213,694
Deposits payable	44,755
Compensated absences, due within one year (Note 6)	143,908
Bonds payable, due within one year (Note 7)	75,000
Capital leases, due within one year (Note 7)	69,062
Claims payable, due within one year (Note 12)	183,095
Total current liabilities	1,965,028
Noncurrent liabilities:	
Compensated absences (Note 6)	216,365
Bonds payable (Note 7)	3,325,000
Claims payable (Note 12)	92,378
Other post-employment benefits liability (Note 10)	6,568,452
Net pension liability (Note 9)	20,419,171
Total noncurrent liabilities	30,621,366
Total liabilities	32,586,394
DEFERRED INFLOWS OF RESOURCES	
Pension deferrals (Note 9)	1,920,057
OPEB deferrals (Note 10)	949,472
Total deferred inflows of resources	2,869,529
NET POSITION	
Net investment in capital assets	15,776,298
Restricted for:	
Cable television	66,050
Transportation	434,676
Public safety	214,723
Air quality	115,169
Parks	622,166
Total restricted	1,452,784
Unrestricted (Deficit)	(11,286,533)
Total net position	$ 5,942,549

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Activities

For the Year Ended June 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Program Revenues: Total Program Revenue
Governmental activities:					
General government	$ 3,585,997	$ 1,334,984	$ -	$ -	$ 1,334,984
Public safety	6,912,597	710,816	170,879	-	881,695
Community development	1,091,012	3,466	370,434	-	373,900
Recreation and community services	1,757,847	781,434	-	-	781,434
Public works	2,571,541	508,311	86,559	248,719	843,589
Interest and fiscal charges	58,463	-	-	-	-
Total governmental activities	$ 15,977,457	$ 3,339,011	$ 627,872	$ 248,719	$ 4,215,602

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Activities (Continued)

For the Year Ended June 30, 2020

Functions/Programs	Net (expense) Revenue and Changes in Net Position
Governmental activities:	
General government	$ (2,251,013)
Public safety	(6,030,902)
Community development	(717,112)
Recreation and community services	(976,413)
Public works	(1,727,952)
Interest and fiscal charges	(58,463)
Total governmental activities	(11,761,855)
General revenues:	
Taxes:	
Property taxes, levied for general purpose	4,168,970
Utility users tax	1,988,464
Transient occupancy tax	132,449
Sales taxes	3,227,469
Franchise fees	610,692
Business license taxes	729,901
Other taxes	563,820
Total taxes	11,421,765
Investment earnings	254,427
Other	109,389
Total general revenues	11,785,581
Change in net position	23,726
Net position - beginning of year	5,918,823
Net position - end of year	$ 5,942,549

See accompanying notes to the basic financial statements.

FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements
Proprietary Fund Financial Statements

GOVERNMENTAL FUND FINANCIAL STATEMENTS

The Governmental Funds of the City are outlined below:

***General Fund* -** The General Fund accounts for all revenues and expenditures used to finance the traditional services associated with a municipal government which are not accounted for in the other funds. In Hermosa Beach, these services include general government, safety, community development, culture and recreation and public works.

Traffic Improvement Fund – The Traffic Improvement Fund is used to account for the costs associated with the capital projects for traffic improvement.

***Nonmajor Governmental Funds* -** Nonmajor Governmental Funds is the aggregate of all the nonmajor governmental funds.

CITY OF LOS ALAMITOS

Balance Sheet

Governmental Funds

June 30, 2020

	General	Capital Projects Fund Traffic Improvement	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and investments (Note 3)	$ 10,146,794	$ 193,781	$ 1,551,040	$ 11,891,615
Receivables:				
Accounts	428,733	-	6,139	434,872
Accrued interest	46,604	-	-	46,604
Due from employees	1,450	-	-	1,450
Due from other governments	697,941	-	54,062	752,003
Due from other funds (Note 4)	5,072	-	-	5,072
Prepaid costs	12,665	-	-	12,665
Cash and investments - restricted (Note 3)	-	-	249	249
Total assets	$ 11,339,259	$ 193,781	$ 1,611,490	$ 13,144,530
OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 694,972	$ -	$ 16,523	$ 711,495
Accrued liabilities	243,590	-	-	243,590
Unearned revenues	76,915	136,779	-	213,694
Deposits payable	42,234	-	2,521	44,755
Due to other funds (Note 4)	-	-	5,072	5,072
Total liabilities	1,057,711	136,779	24,116	1,218,606
Deferred Inflows of Resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances: (Note 14)				
Nonspendable	14,115	-	-	14,115
Restricted	-	57,002	1,395,782	1,452,784
Committed	3,406,431	-	117	3,406,548
Assigned	4,415,979	-	200,458	4,616,437
Unassigned	2,445,023	-	(8,983)	2,436,040
Total fund balances	10,281,548	57,002	1,587,374	11,925,924
Total liabilities, deferred inflows of resources and fund balances	$ 11,339,259	$ 193,781	$ 1,611,490	$ 13,144,530

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position

June 30, 2020

Total Fund Balances - Total Governmental Funds		$ 11,925,924
Amounts reported for governmental activities in the Statement of Net Position were reported differently because:		
Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet.		
Nondepreciable	$ 6,478,769	
Depreciable, net of Internal Service Fund of $515,272	12,084,802	
Total capital assets		18,563,571
Internal Service Funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, street, parks, and pool capital expenditures; and self-insurance costs to individual funds. The assets and liabilities of the Internal Service Funds were included in the governmental activities in the Government-wide Statement of Net Position.		
Total Internal Service Funds		1,758,064
Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the Statement of Net Position:		
Bonds payable	(3,400,000)	
Interest payable, net of Internal Service Fund of $1,576	(33,442)	
Deferred charge on refunding	97,455	
Compensated absences	(360,273)	(3,696,260)
Deferred amounts relates to pension not available for current expenditures and are not reported in the governmental fund financial statements:		
Pension related deferred outflows of resources		4,704,470
Pension related deferred inflows of resources		(1,920,057)
Net pension liability is not due and payable in the current period and therefore is not reported in the governmental funds.		(20,419,171)
Deferred amounts relates to other postemployment benefits not available for current expenditures and are not reported in the governmental fund financial statements:		
OPEB related deferred outflows of resources		2,543,932
OPEB related deferred inflows of resources		(949,472)
Net OPEB asset is not due and payable in the current period and therefore is not reported in the governmental funds.		(6,568,452)
Net position of governmental activities		$ 5,942,549

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Revenues, Expenditures, and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2020

	General	Capital Projects Fund Traffic Improvement	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES:				
Taxes	$ 10,839,332	$ -	$ 582,433	$ 11,421,765
Licenses and permits	1,461,619	-	-	1,461,619
Intergovernmental	385,307	-	298,488	683,795
Charges for services	801,443	12,067	496,244	1,309,754
Investment earnings	219,932	3,476	31,019	254,427
Fines and forfeitures	664,332	-	29,941	694,273
Program revenues	-	-	235,050	235,050
Miscellaneous	59,493	-	6,833	66,326
Total revenues	14,431,458	15,543	1,680,008	16,127,009
EXPENDITURES:				
Current:				
General government	2,365,915	-	38,663	2,404,578
Public safety	5,540,106	-	45,152	5,585,258
Community development	1,052,034	-	-	1,052,034
Recreation and community services	1,614,618	-	-	1,614,618
Public works	1,928,855	-	53,663	1,982,518
Capital outlay	-	-	865,436	865,436
Debt service:				
Principal	-	-	75,000	75,000
Interest and fiscal charges	-	-	136,523	136,523
Total expenditures	12,501,528	-	1,214,437	13,715,965
REVENUES OVER (UNDER) EXPENDITURES	1,929,930	15,543	465,571	2,411,044
OTHER FINANCING SOURCES (USES):				
Transfers in (Note 4)	460,000	-	348,000	808,000
Transfers out (Note 4)	(949,000)	-	(460,000)	(1,409,000)
Total other financing sources (uses)	(489,000)	-	(112,000)	(601,000)
NET CHANGE IN FUND BALANCE	1,440,930	15,543	353,571	1,810,044
Fund balances, beginning of year	8,840,618	41,459	1,233,803	10,115,880
Fund balances, end of year	$ 10,281,548	$ 57,002	$ 1,587,374	$ 11,925,924

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balance to the Governmental-wide Statement of Activities

For the Year Ended June 30, 2020

Net Change in Fund Balances - Total Governmental Funds		$ 1,810,044
Governmental activities in the Statement of Activities were reported differently because:		
Governmental Funds report capital outlay as expenditures. However, in the Government-wide Statement of Activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. The amount of capital assets recorded in the current period is listed below.		
Total capital outlay expenditures reported in governmental funds	$ 865,436	
Less: repair and maintenance expenditures	(263,386)	
Total capital outlay		602,050
Depreciation expense of capital assets is reported in the Government-wide Statement of Activities, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in the governmental funds expect for the Internal Service fund amount listed below.		
Total depreciation reported in Government-wide Statement of Activities	(464,209)	
Less: depreciation reported in the Internal Service Fund	101,532	
Total		(362,677)
Earned but unavailable revenues reported in the governmental funds balance sheet as deferred inflows of resources should be recognized in the Government-wide Statement of Activities as revenue regardless of availability.		(170,339)
Certain pension expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(1,985,336)
Certain other postemployment benefit expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(261,512)
Compensated absences were reported in the Government-wide Statement of Activities, but they did not require the use of current financial resources. Therefore, compensated absences were not reported as expenditures in the governmental funds.		15,413
The issuance of long-term debt provides current financial resources to governmental funds. However, the repayment reduces long-term liabilities in the governmental activities Statement of Net Position.		75,000
Amortization of deferred charge on refunding does not use current financial resources and therefore not reported as expenditures in the governmental funds.		79,342
police capital expenditures; facilities, street, parks, and pool capital expenditures; and self-insurance costs to individual funds. The net revenue of the Internal Service Funds is reported in governmental activities.		221,741
Change in net position of governmental activities		$ 23,726

This page intentionally left blank.

PROPRIETARY FUND FINANCIAL STATEMENTS

***Internal Service Funds* - ** To account for the costs associated with the City's insurance, for funding equipment replacement, and fleet maintenance.

CITY OF LOS ALAMITOS
Statement of Net Position
Proprietary Funds
June 30, 2020

	Governmental Activities
	Internal Service Funds
ASSETS	
Current assets:	
Cash and investments (Note 3)	$ 1,834,164
Account receivables	150
Total current assets	1,834,314
Noncurrent assets:	
Capital assets - net of accumulated depreciation (Note 5)	515,272
Total noncurrent assets	515,272
Total assets	2,349,586
LIABILITIES	
Current liabilities:	
Accounts payable	245,411
Accrued interest	1,576
Accrued claims and judgements	183,095
Capital leases (Note 7)	69,062
Total current liabilities	499,144
Long-term liabilities:	
Accrued claims and judgements	92,378
Total long-term liabilities	92,378
Total liabilities	591,522
NET POSITION	
Net investment in capital assets	446,210
Unrestricted	1,311,854
Total net position	$ 1,758,064

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the year ended June 30, 2020

	Governmental Activities
	Internal Service Funds
OPERATING REVENUES:	
Charges for services	
Garage	$ 304,026
Police capital	40,000
Technology replacement	160,000
Miscellaneous	43,062
Total operating revenues	547,088
OPERATING EXPENSES:	
Supplies and materials	195,762
Outside services	100,884
Claims expense	804,674
Depreciation	101,532
Total operating expenses	1,202,852
OPERATING INCOME	(655,764)
NON-OPERATING REVENUES (EXPENSES):	
Interest expense	(1,282)
Loss on disposal of capital assets	(6,404)
Total non-operating revenues (expenses)	(7,686)
INCOME BEFORE TRANSFERS	(663,450)
Transfers in (Note 4)	601,000
Total transfers	601,000
Change in net position	(62,450)
Net position, beginning of year	1,820,514
Net position, end of year	$ 1,758,064

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Cash Flows

Proprietary Funds

For the year ended June 30, 2020

	Governmental Activities
	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:	
Receipts from interfund charges for garage services	$ 304,026
Receipts from interfund charges for police capital services	40,000
Receipts from interfund charges for technology replacement services	161,618
Payments to suppliers and service providers	(299,575)
Cash received from (payments to) others	(638,040)
Net cash provided (used by) operating activities	(431,971)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:	
Transfers in	601,000
Net cash provided (used by) non-capital financing activities	601,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Acquisition and construction of capital assets	(5,977)
Principal paid on capital debt	(68,405)
Interest paid on capital debt	(2,235)
Net cash provided (used by) capital and related financing activities	(76,617)
Net increase (decrease) in cash and cash equivalents	92,412
Cash and equivalents, beginning of year	1,741,752
Cash and equivalents, end of year	$ 1,834,164
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:	
Operating income (loss)	$ (655,764)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Depreciation	101,532
Changes in operating assets and liabilities:	
(Increase) decrease in accounts receivable	23,733
Increase (decrease) in accounts payable	146,554
Increase (decrease) in claims and judgements	(48,026)
Total adjustments	223,793
Net cash provided (used) by operating activities	$ (431,971)

See accompanying notes to the basic financial statements.

NOTES TO THE BASIC FINANCIAL STATEMENTS

City of Los Alamitos
Notes to the Basic Financial Statements
For the Year Ended June 30, 2020

Note 1 – Summary of Significant Accounting Policies

The basic financial statements of the City of Los Alamitos, California, (the "City") have been prepared in conformity with accounting principles generally accepted in the United States ("U.S. GAAP") as applied to governmental agencies. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the City's significant policies:

A. Financial Reporting Entity

The City was incorporated on March 1, 1960. The Charter of the City of Los Alamitos was adopted by a vote of the people in September 1966, and the City enjoys all rights and privileges pertaining to such "Charter Law" cities.

The financial statements include the financial activities of the City, the primary government, and its blended component unit, the Los Alamitos Public Financing Corporation (the Corporation). The component unit, discussed below, is included in the City's reporting entity because of the significance of its operational and financial relationship with the City. This entity is legally separate from the City. However, the City's elected officials have continuing accountability for fiscal matters of this entity.

An organization is fiscally dependent on the primary government if it is unable to adopt its budget, levy taxes or set rates or charges, or issue bonded debt without approval by the primary government. In a blended presentation, a component unit's balances and transactions are reported in a manner similar to the balances and transactions of the City. Component units are presented on a blended basis when the component unit's governing body is substantially the same as the City's or the component unit provides services almost entirely to the City.

Management determined that the following entities should be reported as blended component units based on the criteria above. Each blended component unit has a June 30 year-end, has a governing board that is substantially the same as the City's, there is a financial benefit or burden relationship between the City and the blended component unit, and the City is financially accountable for each of the blended component units.

The Los Alamitos Public Facilities Corporation – The Corporation was formed February 6, 2006, pursuant to the Non-Profit Corporation Law of the State of California for the purpose of assisting the City in financing the acquisition, construction and improvement for public benefit within the City limits. The Corporation is governed by a five-member board that is the City Council of the City of Los Alamitos. Separate financial statements are not prepared.

B. Basis of Accounting and Measurement Focus

The City's basic financial statements consist of government-wide statements, including the Statement of Net Position and the Statement of Activities, and fund financial statements, which provide a more detailed level of financial information.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the City as a whole. These statements include the financial activities of the City and the Corporation. Certain eliminations have been made as prescribed by GASB Statement No. 34 in regard to interfund activities, payables, and receivables.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

The Statement of Net Position presents the financial position of the governmental activities of the City and its component unit, and the Statement of Activities reports expenses of each specific governmental function, offset by program revenues attributable to each functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity.

Program revenues that are attributable to functional programs are separated into three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Charges for services report fees and other charges to users of the City's services, operating grants and contributions finance annual operating activities and can include restricted investment income, and capital grants and contributions fund the acquisition, construction or rehabilitation of capital assets. These revenues are subject to externally imposed restriction to these program uses. Other revenues sources not included with program revenues are reported as general revenues of the City. These can include taxes or unrestricted investment income.

Fund Financial Statements

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues, and expenditures or expenses as appropriate. The City uses two categories of funds: governmental and proprietary.

The City segregates transactions related to certain City functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the City at a more detailed level. Individual governmental fund identified as being Major, as prescribed by governmental accounting standards or by Management of the City, are reported in separate columns on the financial statements.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balance of the current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Fund liabilities are assigned to the fund from which they will be liquidated. The City reports the difference between its governmental fund assets and its liabilities and deferred inflows of resources as fund balance.

Governmental fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balances for all major governmental funds and other governmental funds aggregated. Accompanying reconciliations are presented to explain the differences in fund balance as presented in these statements to the net position presented in the government-wide financial statements.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

The funds designated as major funds are determined by a mathematical calculation consistent with GASB Statement No. 34 or are elected by Management of the City based on Management's belief that the presentation of the funds are particularly important to financial statement users for reasons including public interest or consistency of reporting. The City reports the following major governmental funds:

- The **General Fund** is used to account for all of the general operations and other financial transactions of the City, which are not accounted for by another fund.
- The **Traffic Improvement Fund** is used to account for the costs associated with capital projects for traffic improvement.

Additionally, the City reports the following fund types:

- The **Special Revenue Funds** are used to account for the proceeds of specific revenue sources (other than for debt service or capital projects) that are restricted by law or administrative action or committed to expenditures for specified purposes.
- The **Capital Projects Funds** are used to account for and report financial resources that are restricted, committed, or assigned for the acquisition or construction of major capital facilities, other than those financed by Internal Service Funds.
- The **Debt Service Fund** is used to account for and report financial resources that are restricted, committed, or assigned for the payment of, long-term debt principal, interest, and related costs for the 2006 Certificates of Participation (Laurel Park Acquisition).

Proprietary Funds

Proprietary funds are used to account for ongoing organizations and activities, which are operated and financed in a manner similar to those found in the private sector. The reporting focus on the determination of operating income, changes in net position, financial position, and cash flows. The City's proprietary funds are classified as internal service funds.

- The Internal Service Funds are used to account for interdepartmental operations where it is the stated intent that costs of providing services to the departments of the City on a continuing basis be financed or recovered primarily by charges to the user departments. The City's internal service funds are used to account for its self-insured insurance programs, fleet of vehicles, equipment, technology upgrades, and replacements and other capital related activities.

Government-Wide Financial Statements

The government-wide financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, including capital assets, infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. All internal balances and transactions have been eliminated from their respective statements to avoid over reporting relating assets, liabilities, revenues and expenses, except for internal service fund charges provided and used.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Fund Financial Statements

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current position. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Like the government-wide statements, all proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses, and Changes in Net Position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. At the fund reporting level, the governmental funds use the modified accrual basis of accounting. Proprietary funds use the accrual basis of accounting at both reporting levels. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue, the recording of deferred inflows of resources, and in the presentation of expenses versus expenditures.

Revenue – Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded when the exchange takes place and in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the City, the availability is defined within 60 days of year-end.

Revenue – Non-Exchange Transactions

Non-exchange transactions in which the City receives value without directly giving equal value in return, includes sales taxes, property taxes, grants and donations. On an accrual basis, revenue from sales taxes is recognized in the period in which the taxable sale takes place. Revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. Major revenue sources susceptible to accrual include property tax, sales tax, utility users tax, franchise Tax, and licenses. On a modified accrual basis, revenue from non-exchange transaction also must be available (generally 60 days after year-end) before it can be recognized in the governmental funds. However, the City has adopted a 12-month recognition period for grant revenues.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Unavailable Revenue

Unavailable revenue, presented under deferred inflows of resources, arise when potential revenues do not meet both the measurable and available criteria for recognition in the current period. In subsequent periods when both revenue recognition criteria are met, the deferred inflow is removed from the balance sheet and revenue is recognized.

Unearned Revenue

Unearned revenue arises when assets are recognized before revenue recognition criteria listed above have been satisfied. In subsequent periods when the government has a legal claim to the resources, the unearned revenue is removed from the balance sheet and revenue is recognized.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred. On the modified accrual basis, expenditures generally are recognized in the accounting period in which the related fund liability is incurred and due, if measurable.

Proprietary Funds Operating and Non-Operating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C. Cash, Cash Equivalents and Investments

Cash Management

The City pools cash resources of its various funds to facilitate cash management. Cash in excess of current requirements is invested and reported as investments. It is the City's intent to hold investments until maturity. However, the City may, in response to market conditions, sell investments prior to maturity in order to improve the quality, liquidity or yield of the portfolio. Interest earnings are apportioned among funds based on ending accounting period cash and investment balances.

Investments Valuation

In accordance with GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

State Investment Pool

The City participates in the Local Agency Investment Fund (LAIF), an investment pool managed by the State of California. LAIF has invested a portion of the pool funds in structured notes and asset-backed securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these structured notes and asset-backed securities are subject to market risk as a result of changes in interest rates.

Note 1 – Summary of Significant Accounting Policies (Continued)

C. Cash, Cash Equivalents and Investments (Continued)

Cash Equivalents and Cash Flows

For purposes of the statement of cash flows, the City considered all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. All cash and investments of the proprietary fund types are pooled with the City's pooled cash and investments.

D. Receivables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e. the current portion of interfund loans) or "interfund advances receivable/payable" (i.e. the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Advances between funds, as reported in the fund financial statements, are presented as nonspendable in fund balances to indicate that they are not in a spendable form.

E. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The cost of prepaid items is recorded as an expenditure/ expense when consumed.

F. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of two years, except for computer software and hardware and infrastructure assets which have a capitalization threshold of $20,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of acquisition.

As permitted under GASB Statement No. 34 for small governmental entities, the City has elected to report infrastructure assets prospectively beginning July 1, 2003.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant, and equipment of the primary government, as well as the component unit, are depreciated using the straight-line method over the following estimated useful lives:

Equipment	5 - 10 years
Vehicles	4 - 15 years
Furniture	7 years
Buildings	50 years
Improvements	5 - 20 years
Infrastructure	50 years

Note 1 – Summary of Significant Accounting Policies (Continued)

G. Compensated Absences Payable

Under certain circumstances and according to the negotiated labor agreements, employees of the City are allowed to accumulate annual leave. This amount is accrued in the government-wide and proprietary fund statements. Refer to Note 6 for additional information.

H. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities.

In accordance with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, debt issuance costs except for any portion related to prepaid insurance were recognized as expense in the period incurred.

I. Claims and Judgments

The City records a liability for claims, judgments, and litigation when it is probable that an asset has been impaired, or a liability has been incurred prior to fiscal year-end and the probable amount of loss (net of any insurance coverage) can be reasonably estimated.

The City is exposed to various risks of losses related to torts; theft of, damages to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City currently reports all of its risk management activities in its General Fund. Claims expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated. These losses include an estimate of claims that have been incurred, but not reported.

It is the City's policy to liquidate claims and judgments existing at June 30, with future resources. Accordingly, the liabilities are recorded in the Statement of Net Position. These noncurrent amounts will be recorded as fund expenditures in the fiscal year in which they are paid or become due on demand.

J. Deferred Outflows and Inflows of Resources

In addition to assets, the statements of net position and the governmental funds balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has two items which qualify for reporting in this category.

Deferred pension related items relate to the net pension obligation reported in the statement of net position. These outflows are the results of *contributions made after the measurement date*, which are recognized in the following year, and consist of *adjustments due to differences in proportions, changes in assumptions*, and *differences between expected and actual experiences*, which are deferred and amortized over the expected average remaining life time. Additionally, the *net difference between projected and actual earnings on pension plan investments* is reported and amortized over 5 years. Deferred outflows from changes in net pension liability arise only under a full accrual basis of accounting and are reported in the government-wide Statement of Net Position and proprietary funds Statement of Net Position.

The City also reports a *deferred charge on refunding* which results from the difference in the carrying value of the refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunded or refunding debt.

Note 1 – Summary of Significant Accounting Policies (Continued)

J. Deferred Outflows and Inflows of Resources (Continued)

In addition to liabilities, the statements of net position and the governmental funds' balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items which qualifies for reporting in this category. The first item is in relation to the net pension obligation reported in the statement of net position. These inflows are the results of *changes of assumptions, differences between expected and actual experiences, adjustments due to differences in proportions*, and *differences between proportionate share of contributions and actual contributions*. Inflows from changes in net pension liability arise only under a full accrual basis of accounting and are reported in the government-wide Statement of Net Position and proprietary funds Statement of Net Position

The City also reports one type of item, which arises only under the modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds' balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

K. Net Position

Net position is the excess of all the City's assets over all its liabilities, regardless of fund. Net position is divided into three captions under GASB Statement No. 34. These captions apply only to net position, which is determined only at the government-wide level, and are described below:

- Net Investment in Capital Assets – the portion of net position that is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.

- Restricted – the portion of net position that is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws or other restrictions, which the City cannot unilaterally alter. These principally include funds restricted to community development projects purposes and funds for use in building improvements and governmental grants.

- Unrestricted – the portion of net position that is not restricted as to use.

L. Net Position Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Note 1 – Summary of Significant Accounting Policies (Continued)

M. Fund Balance

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned, or unassigned based primarily on the extent to which the City is bound to honor constraints on how specific amounts can be spent.

- Nonspendable – the portion of a fund balance that includes amounts that cannot be spent because they are either not in a spendable form, such as prepaid items, inventories, or loans receivable.

- Restricted – the portion of a fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors (such as through debt covenants, grantors, contributors, or laws or regulations of other governments); or (b) imposed by law through constitutional provisions or enabling legislation. Examples of restricted fund balances include Gas Tax, Asset Seizure, and Measure M funds.

- Committed – the portion of a fund balance that included amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority and remain binding unless removed in the same manner.

  a. The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as a resolution.
  b. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment.
  c. City Council action to commit fund balance needs to occur within the fiscal reporting periods; however, the amount can be determined subsequently.

- Assigned – amounts that are constrained by the City's intent to be used for specific purposes, but are neither Restricted nor Committed, should be reported as Assigned fund balance. This policy hereby delegated the authority to assign amounts to be used for specific purposes to the City Manager for the purpose of reporting these amounts in the City's annual financial statements. Examples of assigned fund balance are funds intended for Capital Improvement Projects and Equipment Replacement.

- Unassigned – residual net resources in excess of what can properly be classified in one of the other four categories and do not have any specific spending limitations. The General Fund is the only fund that reports a positive unassigned fund balance amount. In governmental funds, other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, the City reports a negative unassigned fund balance in that fund.

In July 2017, City Council established a Reserve for Emergencies to be maintained at 25% of General Fund appropriations. The reserve is only to be used, with council approval, in the case of a declared natural disaster or financial emergency. A financial emergency is considered when annual revenues decrease by 5% or more or when annual expenditures increase by 5% or more.

Note 1 – Summary of Significant Accounting Policies (Continued)

N. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

O. Pensions

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the pension plans fiduciary net positions and additions to/deductions from the pension plans fiduciary net positions have been determined on the same basis as they are reported by the CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date (VD)	June 30, 2018
Measurement Date (MD)	June 30, 2019
Measurement Period (MP)	June 30, 2018 to June 30, 2019

P. Other Post-Employment Benefits (OPEB)

For purposes of measuring the other post-employment benefits (OPEB) liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date (VD)	June 30, 2019
Measurement Date (MD)	June 30, 2020
Measurement Period (MP)	July 1, 2019 to June 30, 2020

Note 1 – Summary of Significant Accounting Policies (Continued)

Q. Property Taxes

Under California law, property taxes are assessed and collected by the counties at up to 1% of assessed value, plus other increases approved by the voters. The property taxes go into a pool and are then allocated to the cities based on complex formulas.

Property taxes are assessed, collected and allocated by Orange County throughout the fiscal year according to the following property tax calendar.

Lien Date	January 1
Levy Date	July 1 to June 30
Due Dates	November 1, 1st installment, February 1, 2nd installment
Delinquent Dates	December 11, 1st installment, April 11, 2nd installment

Property taxes receivable for the governmental fund types, which have been remitted within 60 days subsequent to year end, are considered measurable and available and recognized as revenues. All other property taxes are offset by deferred property tax inflows of resources and, accordingly, have not been recorded as revenue. Taxes are considered past due on the above delinquent dates, at which time the applicable property is subject to lien, and penalties and interest are assessed.

R. Functional Classifications

Expenditures of the Governmental Funds are classified by function. Functional classifications are defined as follows:

- General government – includes legislative activities, which have a primary objective of providing legal and policy guidelines for the City. Also included in this classification are those activities that provide management or support services across more than one functional area.
- Public safety – includes those activities that involve the protection of people and property.
- Community development – includes those activities such as planning, code enforcement, and building and safety inspections.
- Recreation and community services – includes those activities that involve the community cultural and leisure activities.
- Public works – includes those activities that involve the maintenance and improvement of City streets, roads, and park development and maintenance.
- Capital outlay – includes purchases of property, plant and equipment which are expensed in the governmental funds because governmental funds use the current financial resources measurement focus.
- Principal retirement – includes principal payments for long-term liabilities.
- Interest and fiscal charges – includes current payments for interest on the City's long-term debt.

Note 1 – Summary of Significant Accounting Policies (Continued)

S. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 – Stewardship, Compliance, and Accountability

A. Violations of Legal or Contractual Provisions

Note 2 to Required Supplementary Information, on the Excess of Expenditures over Appropriations, describes budgetary violations that occurred in the General Fund for the year ended June 30, 2020.

B. Deficit Fund Balance

At June 30, 2020, the Community Development Block Grant (CDBG) nonmajor special revenue fund reported a deficit fund balance of $8,983. The deficit is due to the timing of the receipt of CDBG program reimbursements for expenditures incurred. The deficit will be eliminated as the program reimbursements are received from the grantor agency.

Note 3 – Cash and Investments

A. Summary of Cash and Investments

At June 30, 2020, the City reported $13,725,779 in unrestricted cash and investments and $249 in restricted cash and investments held with fiscal agents for a total cash and investment balance of $13,726,028. Total cash and investments consisted of the following:

Cash on hand	$ 3,500
Demand deposits	1,676,652
Investments	12,045,876
Total Cash and Investments	$ 13,726,028

The City follows the practice of pooling cash and investments of all funds except for funds required to be held by fiscal agents under provisions of bond indentures. Interest income earned on pooled cash and investments is allocated monthly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

Note 3 – Cash and Investments (Continued)

B. Cash Deposits

The carrying amounts of the City's cash deposits were $1,676,552 at June 30, 2020. Bank balances before reconciling items were $1,788,984 at that date. The difference of $112,432 represents outstanding checks, cash deposits in transit, and other reconciling items.

All City's cash and investments as of June 30, 2020, were collateralized or insured with securities held by pledging financial institutions in the City's name. The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

C. Investments

The following table identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of bond indentures of the City, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio*	Maximum Investment in One Issuer
United States (U.S.)Treasury Obligations	5 years	None	None
Federal Agency Securities	5 years	None	None
Certificates of Deposit	5 years	None	$250,000
Negotiable Certificates of Deposit	5 years	30%	30%
Local Agency Investment Fund (LAIF)	N/A	None	$50 million

* Excludes amounts held by bond trustees that are not subject to California Government Code restrictions.

Investments of debt proceeds held by bond trustees are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	30 years	None	None
U.S. Agency Securities	None	None	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Money Market Mutual Funds	None	None	None
Investment Agreements	None	None	None
Local Agency Bonds	None	None	None
Medium Tern Notes	5 years	30%	None
Negotiable Certificates for Deposits	None	30%	None
Local Agency Investment Fund (LAIF)	None	None	None

Note 3 – Cash and Investments (Continued)

C. Investments (Continued)

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawals is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. LAIF does not impose limits or restrictions on participant withdrawals, and the entire balance of the City's investment in the portfolio is available for withdrawal at any time. LAIF is not registered with the Securities and Exchange Commission and is not rated. Deposits and withdrawals in LAIF are made on the basis of $1 and not fair value. Accordingly, the City's investment in this pool is measured on uncategorized inputs not defined as Level 1, 2, or 3.

D. Risk Disclosures

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

	Remaining Maturity (in Months)			
Investment Type	12 Months or Less	12 months to 36 months	36 month to 60 months	Total
Certificates of Deposit	$ 247,579	$ 983,374	$ 495,047	$ 1,726,000
Local Agency Investment Fund (LAIF)	10,319,627	-	-	10,319,627
Investment held by Bond Trustee:				
Money Market Mutual Funds	249	-	-	249
Total	$ 10,567,455	$ 983,374	$ 495,047	$ 12,045,876

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating, by Standards and Poor, as of fiscal year end for each investment type:

			Ratings at End of Year		
Investment Type	Totals	Minimum Legal Rating	Not Rated	AAA	AA+
Certificates of Deposit	$ 1,726,000	N/A	$ 1,726,000	$ -	$ -
Local Agency Investment Fund (LAIF)	10,319,627	Not Rated	10,319,627	-	-
Investments held by Bond Trustee:					
Money Market Mutual Funds	249	N/A	-	-	249
Totals	$ 12,045,876		$ 12,045,627	$ -	$ 249

N/A - Not Applicable

Concentration of Credit Risk

The City's investment policy imposes restrictions on the percentage that the City can invest in certain types of investments. As of June 30, 2020, in accordance with GASB Statement No. 40 requirements, the City is exposed to concentration of credit risk whenever they have invested more than 5% of their total investments in any one issuer.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. The City's investment policy does not contain any additional provisions that would limit the exposure to custodial credit risk for deposits. However, the policy does stipulate that mortgage collateral cannot be used to secure deposits, and that the use of a third-party bank trust department is to act as the City's safekeeping agent for investments. At June 30, 2020, City deposits (bank balances) were insured by the Federal Depository Insurance Corporation or collateralized as required under California Law.

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of June 30, 2020:

		Level		
Investments	Totals	1	2	Uncategorized
Certificates of Deposit	$ 1,726,000	$ -	$ 1,726,000	$ -
Local Agency Investment Fund (LAIF)	10,319,627	-	-	10,319,627
Investment Held by Fiscal Agent				
Money Market Funds	249	249	-	-
Totals	$ 12,045,876	$ 249	$ 1,726,000	$ 10,319,627

Deposits and securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Federal Agency Securities classified in Level 2 of the fair value hierarchy are valued using institutional bond quotes.

Note 4 – Interfund Transactions

A. Receivables/Payables

The purpose of the interfund transactions is to make short-term interfund loans from the General Fund to nonmajor governmental funds. These interfund loans are to provide for negative cash balances at year-end and/or operating cash flow. Due to/from amounts are short-term financing, which are paid within one year.

Due to/from Other Funds		
Receivable Fund	Payable Fund	Amount
General Fund	Nonmajor Governmental Funds	$ 5,072

B. Transfers In/Out

	Transfers Out		
Transfers In	General Fund	Nonmajor Governmental Funds	Total
General Fund	$ -	$ 460,000	$ 460,000
Nonmajor Governmental Funds	348,000	-	348,000
Internal Service Funds	601,000	-	601,000
Total	$ 949,000	$ 460,000	$ 1,409,000

Note 4 – Interfund Transactions (Continued)

B. Transfers In/Out (Continued)

Transfers to the General Fund from the Nonmajor Governmental Funds were made to fund street maintenance, partially offset the cost of police services, and to partially offset the cost of the Police Department motor officer program and other costs pertaining to traffic safety programs.

Transfers to the Other Governmental Funds from the General Fund were made to make principal and interest payments of debt issued for the Laurel Park purchase.

Transfers to the Internal Services Funds from the General Fund were made to set aside fund for claim reserves, in case of any future incidents.

Note 5 – Capital Assets

A summary of changes in the Governmental Activities capital assets for the fiscal year ended June 30, 2020 are as follows:

	Balance July 1, 2019	Additions	Deletions	Balance June 30, 2020
Capital assets not being depreciated:				
Land	$ 5,917,715	$ -	$ -	$ 5,917,715
Construction in progress	64,661	641,219	(144,826)	561,054
Total capital assets not being depreciated	5,982,376	641,219	(144,826)	6,478,769
Capital assets being depreciated:				
Equipment	1,289,764	9,138	-	1,298,902
Vehicles	1,136,178	-	(36,827)	1,099,351
Buildings	1,928,998	-	-	1,928,998
Improvements	366,268	-	-	366,268
Infrastructure	13,829,739	144,826	(44,374)	13,930,191
Total capital assets being depreciated	18,550,947	153,964	(81,201)	18,623,710
Less accumulated depreciation for:				
Equipment	(924,354)	(59,586)	-	(983,940)
Vehicles	(959,893)	(77,312)	27,262	(1,009,943)
Buildings	(1,245,482)	(29,690)	-	(1,275,172)
Improvements	(206,306)	(12,703)	-	(219,009)
Infrastructure	(2,255,858)	(284,918)	5,204	(2,535,572)
Total accumulated depreciation	(5,591,893)	(464,209)	32,466	(6,023,636)
Total capital assets being depreciated, net	12,959,054	(310,245)	(48,735)	12,600,074
Total governmental activities	$ 18,941,430	$ 330,974	$ (193,561)	$ 19,078,843

Depreciation expense was charged to governmental activities as follows:

	General	Internal Service	Total
General Government	$ 18,840	$ -	$ 18,840
Public Safety	23,551	-	23,551
Recreation and Community Services	56,521	-	56,521
Public Works	263,765	-	263,765
Internal Service Fund	-	101,532	101,532
Totals	$ 362,677	$ 101,532	$ 464,209

Note 6 – Compensated Absences

The following is a summary of changes in compensated absences for the year ended June 30, 2020 is as follows:

Balance July 1, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
$ 375,686	$ 176,411	$ 191,824	$ 360,273	$ 143,908

There is no repayment schedule for compensated absences. Employee leave benefits are payable to employees upon usage or termination. The City's policies relating to the payment of these benefits are discussed in Note 1. The liability for compensated absences is typically liquidated through the General Fund.

Note 7 – Long-Term Debt

The following is a summary of changes in Governmental Activities long-term debt for the year ended June 30, 2020:

	Balance July 1, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
Public Offerings:					
2015 Certificates of Participation	$ 3,475,000	$ -	$ 75,000	$ 3,400,000	$ 75,000
Unamortized bond premium	103,094	-	5,639	97,455	-
Total Public Offerings	$ 3,593,423	$ -	$ 80,639	$ 3,497,455	$ 75,000
Other Long-term Liabilities:					
Capital Lease - Police Vehicle	$ 137,467	$ -	$ 68,405	$ 69,062	$ 69,062

A. *2015 Certificates of Participation*

On September 1, 2015, the City issued the 2015 Certificates of Participation in the amount of $3,685,000, as a public offering, to refund the outstanding balance of the 2006 (Laurel Park Acquisition) Certificates of Participation in an advanced refunding transaction, and to finance the design, acquisition, and construction of certain capital improvement projects. There are no finance-related consequences related to significant events of default or termination, and there are no acceleration clauses. There are no assets pledged as collateral, no required reserve, and no unused lines of credit. Interest on the bonds is payable semiannually on October 1 and April 1, commencing April 1, 2016, at rates which range from 2.00% to 5.00%. Principal payments begin October 1, 2017 and continue October 1 of each year through October 1, 2045. The outstanding balance as of June 30, 2020 is $3,400,000. The annual debt service requirements on these bonds are as follows:

Fiscal Year Ended June 30,	Principal	Interest	Total
2021	$ 75,000	$ 135,269	$ 210,269
2022	80,000	132,269	212,269
2023	85,000	129,169	214,169
2024	85,000	125,444	210,444
2025	90,000	121,194	206,194
2026-2030	520,000	519,425	1,039,425
2031-2035	615,000	424,278	1,039,278
2036-2040	740,000	298,600	1,038,600
2041-2045	905,000	134,500	1,039,500
2046	205,000	4,100	209,100
Totals	$ 3,400,000	$ 2,024,248	$ 5,424,248

Note 7 – Long-Term Debt (Continued)

B. Capital Lease – Police Vehicles

In July 2016, the City entered into a lease purchase agreement in the amount of $270,000 with Wells Fargo Equipment Finance, Inc. for the financing of seven police vehicles. The capital lease requires annual debt service payments of $70,641 over a four-year term at an interest rate of 1.8446%. The vehicles acquired under the lease have been recorded in the Internal Service Funds. The future minimum lease obligations and the net present value of these minimum lease payments as of June 30, 2020, were as follows:

Year Ending June 30	Governmental Activities
2021	$ 70,641
Total minimum lease payments	70,641
Less: amount representing interest	(1,579)
Present value of minimum lease payments	$ 69,062

Note 8 – Defined Contribution Plans

The City provides pension benefits for all of its part time employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered as part of the City's 457 plan. Federal legislation requires contributions of at least 7.5% of the employees' salary. For the fiscal year ended June 30, 2020, the City contributed $24,795. City employees are invested immediately. City Council has the authority to establish and amend the provisions of this plan.

Note 9 – Defined Benefit Pension Plans

A. Plan Description

The City contributes to the California Public Employees' Retirement System (CaIPERS), a cost-sharing multiple-employer public employee defined benefit pension plan for full-time safety and miscellaneous employees. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CaIPERS acts as a common investment and administrative agent for participating public entities within the State of California. CaIPERS issues a publicly available financial report that includes financial statements and required supplementary information for the cost-sharing plans that are administered by CaIPERS. Copies of CalPERS' annual financial report may be obtained from their executive office at: 400 P Street, Sacramento, California 95814.

B. Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

Note 9 – Defined Benefit Pension Plans (Continued)

B. Benefits Provided (Continued)

The City has a multiple tier retirement plan with benefits varying by plan for both miscellaneous and safety employees hired on or before specific dates as follows:

Safety Employees

- **Legacy POA Employees** – The retirement formula is 3% at age 50 for safety employees covered under the Los Alamitos Police Officers' Association (POA) that were hired on or before December 31, 2012. The employee is responsible for the employee share (9%).
- **Non-Represented Safety Employees** – The retirement formula for Non-Represented Safety Employees hired on or before December 31, 2012 is 3% at age 50. The employee is responsible for the employee share (9%).
- **Safety PEPRA Employees –** The retirement formula is 2.7% at age 57 for new members hired on or after January 1, 2013. The employee must pay one-half (1/2) of the normal cost of the benefit. The normal cost is currently 23.49% - one-half of which is 11.745%, which is paid by the employee.

Classic members (CalPERS members prior to 12/31/12) hired on or after January 1, 2013 may be placed in a different tier.

Miscellaneous Employees

- **Legacy CEA Employees** – The retirement formula is 2.7% at age 55 for miscellaneous employees covered under the Los Alamitos City Employees Association (CEA) hired on or before December 31, 2012. The employee is responsible for the employee share (8%).
- **Non-Represented Miscellaneous Employees** – The retirement formula for Non-Represented Miscellaneous Employees hired on or before December 31, 2012 is 2.7% at age 55. The employee is responsible for the employee share (8%) with the exception of the City Manager whereby the City pays the employee share (8%).
- **Miscellaneous PEPRA Employees –** The retirement formula is 2% at age 62 for new members hired on or after January 1, 2013. The employee must pay one-half (1/2) of the normal cost of the benefit. The normal cost is currently 12.783% - one-half of which is 6.3915%, which is paid by the employee.

Classic members (CalPERS members prior to 12/31/12) hired on or after January 1, 2013 may be placed in a different tier.

Additionally, the City is required to contribute the actuarially determined amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rates for fiscal year 2019-2020 are as follows:

	Employer Rates
Classic Miscellaneous Members	13.182%
PEPRA Miscellaneous Members	6.985%
Classic Safety Members	21.927%
PEPRA Safety Members	13.034%

The employer rate for each plan does not include the additional City payment made towards the unfunded pension liability. Payment towards the unfunded liability for the fiscal year ended June 30, 2020 was $1,634,419.

Note 9 – Defined Benefit Pension Plans (Continued)

C. Contribution Description

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

For the year ended June 30, 2020, the contributions recognized as a reduction to the net pension liability for the miscellaneous and safety plans was $878,063 and $1,075,926, respectively.

D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2018 valuations were rolled forward to determine the June 30, 2019 total pension liabilities, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB 68
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table[1]	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.0% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.5% thereafter

[1] The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using the Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

E. Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The expected real rates of return by asset class are as followed:

Note 9 – Defined Benefit Pension Plans (Continued)

E. Long-term Expected Rate of Return

Asset Class	Assumed Asset Allocation
Public equity	49.0%
Global fixed income	22.0%
Real assets	12.0%
Private equity	8.0%
Inflation sensitive assets	6.0%
Liquidity	3.0%

F. Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

G. Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

H. Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments	5 year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lifetime (EARSL) of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period

The EARSL for PERF C (the CalPERS pool) for the measurement date ending June 30, 2019 is 3.8 years, which was obtained by dividing the total service years of 530,470 (the sum of remaining service lifetimes of the active employees) by 140,593 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

Note 9 – Defined Benefit Pension Plans (Continued)

I. Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

Net Pension Liability

As of June 30, 2020, the City reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

Proportionate Share of Net Pension Liability		
Miscellaneous	$	9,688,016
Safety		10,731,155
Total Net Pension Liability	$	20,419,171

The City's net pension liability for each plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the plans is measured as of June 30, 2018, and the total pension liability for each plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018 rolled forward to June 30, 2019 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for each plan as of June 30, 2018 and 2019, were as follows:

	Miscellaneous	Safety
Proportion - June 30, 2018	0.0953%	0.1047%
Proportion - June 30, 2019	0.1662%	0.1710%
Change - Increase (Decrease)	0.0709%	0.0663%

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 7.15%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.15%) or 1 percentage point higher (8.15%) than the current rate:

		Discount Rate - 1% (6.15%)		Current Discount Rate (7.15%)		Discount Rate + 1% (8.15%)
Miscellaneous	$	14,116,348	$	9,688,016	$	6,032,740
Safety		26,924,984		10,731,155		4,550,529
	$	41,041,332	$	20,419,171	$	10,583,269

Pension Expense and Pension Deferrals

For the year ended June 30, 2020, the City recognized a total pension expense of $1,859,504 for the Miscellaneous plan and $2,079,821 for the Safety plan, totaling $3,939,325 for all plans. At June 30, 2020, the City reported deferred outflows and deferred inflows of resources related to pensions as follows:

Note 9 – Defined Benefit Pension Plans (Continued)

I. Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

Miscellaneous Plan	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to measurement date	$ 878,063	$ -
Changes in assumptions	461,968	163,765
Difference between expected and actual experience	672,875	52,133
Net difference between projected and actual earnings on pension plan investments	-	169,376
Adjustment due to differences in proportions	-	322,300
Difference between actual and proportionate share of contributions	16,905	389,666
Subtotal Miscellaneous Plan	2,029,811	1,097,240
Safety Plan		
Contributions subsequent to measurement date	1,075,926	-
Changes in assumptions	439,849	85,837
Difference between expected and actual experience	700,646	-
Net difference between projected and actual earnings on pension plan investments	-	147,627
Adjustment due to differences in proportions	425,720	53,027
Difference between actual and proportionate share of contributions	32,518	536,326
Subtotal Safety Plan	2,674,659	822,817
Total All Plans	$ 4,704,470	$ 1,920,057

The $1,953,989 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ending June 30,	Deferred Outflows/(Inflows) of Resources: Miscellaneous	Safety	Total
2021	$ 364,984	$ 705,955	$ 1,070,939
2022	(321,181)	(47,758)	(368,939)
2023	(23,521)	88,998	65,477
2024	34,226	28,721	62,947

Note 10 – Other Post-Employment Benefit (OPEB) Plan

A. Plan Description

In addition to providing pension benefits, the City provides certain health care benefits, through a single-employer OPEB Plan (the Plan), for retired employees in accordance with a City Council resolution. Substantially, all the City's employees become eligible for those benefits if they reach normal retirement age while working for the City. Those and similar benefits for active employees are provided through PERS whose premiums are based on the benefits paid during the year.

Retiree health care coverage is segregated into two tiers as follows:

Tier 1 – Employees Hired Before August 1, 1994(1) receive one of the following:

- Miscellaneous and Safety Employees with 10 years of service with the City, with a regular service retirement, shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to $300 per month thereafter for life.

- Employees age fifty (50) or over received up to $300 per month for life.

Tier 2 – Employees Hired on or After August 1, 1994(1) receive one of the following:

- Miscellaneous Employees with at least 15 years of continuous service with the City, and have reached the age of fifty-five (55) shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to $300 per month thereafter for life.

- Safety Employees with 10 years of service with the City shall be eligible to receive 50% of the monthly benefit applicable towards the employee and one dependent, if employee plus one dependent coverage was in effect upon the date of retirement. The percentage increases by 5% per year to 100% at 20 years of service up to Medicare age, and up to $300 per month thereafter for life.

(1) Applies to police employees hired after January 1, 1995.

B. Employees Covered

As of the June 30, 2019 actuarial valuation, the following current and former employees were covered by the benefit terms under the Plan:

Active	44
Inactive employees or beneficiaries currently receiving benefits	46
Inactive employees entitled to, but not yet receiving benefits	0
Total	90

C. Contributions

The contribution requirements of plan members and the City are established and may be amended by the City Council, and/or the employee associations The City is currently funding this OPEB obligation based on a pay-as-you-go basis. For the measurement date ended June 30, 2020, the City made no contributions to the plan, which would be recognized as a reduction of the total OPEB liability.

Note 10 – Other Post-Employment Benefit (OPEB) Plan (Continued)

D. Actuarial Methods and Assumptions

The City's total OPEB liability was measured as of June 30, 2020 and was determined by an actuarial valuation dated June 30, 2020, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	2.20%
Inflation	2.75%
Salary Increases	2.75% per year
Investment Rate of Return	2.20%, net of expenses
Mortality Rate	2014 CalPERS Active Mortality for Miscellaneous
Pre-Retirement Turnover	According to the CalPERS Turnover rate table
Healthcare Trend Rate	4.0% per year

The actuary applied section 3.7.7(c)4 Actuarial Standards of Practice No. 6, as revised, and determined age-adjusted rates are not necessary and therefore, the Implicit Rate Subsidy is not applicable in calculating the total projection of benefit payments.

E. Discount Rate

The discount rate used to measure the total OPEB liability was 2.20 percent. The discount rate is based on the Bond Buyer 20 Bond Index. The City does not participate in a trust fiduciary fund.

F. Changes in the Total OPEB Liability

The changes in the Total OPEB liability for the Plan are as follows:

	Increase (Decrease) Total OPEB Liability/(Assets)
Balance at June 30, 2019 (valuation date 6/30/18)	$ 4,712,480
Changes recognized over the measurement period:	
Service Cost	192,736
Interest	164,133
Changes of assumptions	2,824,825
Experience (gains)/losses	(1,087,077)
Benefit Payments	(238,645)
Net Changes	1,855,972
Balance at June 30, 2020 (measurement date 6/30/20)	$ 6,568,452

G. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the Total OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2020:

1% Decrease (1.20%)	Current Discount Rate (2.20%)	1% Increase (3.20%)
$7,353,402	$6,568,452	$5,916,831

Note 10 – Other Post-Employment Benefit (OPEB) Plan (Continued)

H. Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the Total OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2019:

1% Decrease 3.00%	Current Healthcare Cost Trent Rates 4.00%	1% Increase 5.00%
$6,074,220	$6,568,452	$7,159,015

I. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2020, the City recognized OPEB expense of $588,819. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of resources	Deferred Inflows of resources
Change in assumptions	$ 2,543,932	$ -
Difference between expected and actual experience	-	(949,472)
	$ 2,543,932	$ (949,472)

Amounts reported as deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ending June 30	Amount
2021	$ 231,950
2022	231,950
2023	231,950
2024	231,950
2025	231,950
Thereafter	434,710
Total	$ 1,594,460

Note 11 – Joint Ventures

A. Orange County Fire Authority

In January 1995, the City of Los Alamitos entered into a joint powers agreement with 17 other cities within the County of Orange to create the Orange County Fire Authority (Authority). The purpose of the Authority is to provide for mutual fire protection, prevention and suppression services, and related and incidental services including, but not limited to emergency medical and transport services, as well as providing facilities and personnel for such services. The effective date of formation was March 1, 1995. Since the creation of the Authority, five additional cities have joined the Authority as members. The Authority's governing board consists of one representative from each city and two from the County.

Note 11 – Joint Ventures (Continued)

A. Orange County Fire Authority (Continued)

The operations of the Authority are funded with structural fire fees collected by the County through the property tax roll for the unincorporated area and on behalf of all member cities except for eight cities. The County pays all structural fire fees it collects to the Authority. The eight cities for which the County does not collect structural fire fees are considered "cash contract cities" and, accordingly, make cash contributions based on the Authority's annual budget.

Upon dissolution of the Authority, all surplus money and property of the Authority will be conveyed or distributed to each member in proportion to all funds provided to the Authority by that member or by the County on behalf of that member during its membership. The City has a financial interest in the Authority; however, it does not have an equity interest. Also, the City does not have an ongoing financial responsibility. Financial statements of the Authority may be obtained from its office at Post Office Box 57115, Irvine, California 92619.

B. West Communications Financing Authority

In May 2006, the City of Los Alamitos entered into a joint powers agreement with 22 other agencies within the County of Orange to create the Integrated Law and Justice Agency for Orange County. The purpose of the Agency is to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries. The Agency's governing board consists of six Municipal Police Chiefs, each elected for a three-year term by the Orange County Chiefs & Sheriff's Association. The operations of the Agency are funded by grant awards and annual budget appropriations from each member agency.

Upon dissolution of the Agency, all surplus money and property of the Agency will be conveyed or distributed to each member in proportion to all funds provided to the Agency by that member. The City has a financial interest in the Authority; however, it does not have an equity interest. Also, the City has an ongoing financial responsibility to the Agency for approximately $3,000 per year.

Financial information for this arrangement may be obtained from the City of Los Alamitos.

Note 12 – Self-Insurance Program

Effective July 1, 2016, the City rescinded its participation in the California Joint Power Insurance Authority (CJPIA) and joined the California State Association of Counties Excess Insurance Authority (EIA). Beginning July 1, 2016, excess insurance coverage for General Liability and Workers' Compensation was provided through the EIA with self-insured retentions of $100,000 and $125,000 per occurrence for each respective program. The EIA provides coverage up to $25 million per occurrence for General Liability and up to the statutory limit for Workers' Compensation.

The City established a Self-Insurance Fund (an internal service fund) to account for and finance its uninsured risk of loss when it became a member of EIA for liability, master crime, and workers' compensation coverage. All funds of the City participate in the program and make payments to the Self-Insurance Fund based on estimates of the amounts needed to pay prior and current year claims and to establish a reserve for catastrophe losses. The estimated claims liability of $275,473 reported at June 30, 2020, is based on the requirements of Governmental Accounting Standards Board Statement 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The above amount includes an estimate for incurred but not reported claims.

Note 12 – Self-Insurance Program (Continued)

During the last three fiscal years none of the above programs of protection have had settlements or judgments that exceeded the insured coverage amount. There have been no significant reductions in insured liability coverage from the prior year.

Changes in the reported liability for the last two fiscal years are as follows:

	Workers' Compensation	General Liability	Total
Liability balance as of June 30, 2018	$ 84,406	$ 518,293	$ 602,699
Claims and changes in estimates during the fiscal year ended June 30, 2019	210,874	107,342	318,216
Claims payments during the fiscal year ended June 30, 2019	(161,999)	(185,417)	(347,416)
Liability balance as of June 30, 2019	133,281	440,218	573,499
Claims and changes in estimates during the fiscal year ended June 30, 2020	54,583	(181,582)	(126,999)
Claims payments during the fiscal year ended June 30, 2020	(127,996)	(43,031)	(171,027)
Liability balance as of June 30, 2020	$ 59,868	$ 215,605	$ 275,473

Note 13 – Commitments and Contingencies

The City is subject to litigation arising in the normal course of business.

A liability in the amount of $250,000 related to estimated claims liability regarding a potential lawsuit due to the City opposing SB-54, has been included in the City's government-wide financial statements.

The City has received various state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

As of June 30, 2020, the City has no material construction commitments.

The City's operations may be affected by the recent and ongoing outbreak of COVID-19, which was declared a pandemic by the World Health Organization in March 2020. The ultimate disruption which may be caused by the outbreak is uncertain; however, possible effects may include, but are not limited to, a reduction in certain tax revenues and a decline in the value of investments, which could have an impact on the City's financial position and operating results. There is significant uncertainty as to the severity and longevity of the outbreak and City management is in the process of evaluating the impact on the City and its financial statements.

Note 14 – Classification of Fund Balances

At June 30, 2020, fund balances are classified in the governmental funds as follows:

	General Fund	Capital Improvements Capital Projects	Nonmajor Governmental Funds	Total
Nonspendable				
Prepaid items	$ 12,665	$ -	$ -	$ 12,665
Prepaid items	1,450	-	-	1,450
Total nonspendable	14,115	-	-	14,115
Restricted				
Transportation	-	57,002	377,674	434,676
Cable television	-	-	66,050	66,050
Public safety	-	-	214,723	214,723
Air quality	-	-	115,169	115,169
Parks	-	-	622,166	622,166
Total restricted	-	57,002	1,395,782	1,452,784
Committed				
Emergencies	3,406,431	-	-	3,406,431
Capital projects	-	-	117	117
Total committed	3,406,431	-	117	3,406,548
Assigned				
Other post-employment benefits	500,000	-	-	500,000
PERS reserves	3,620,000	-	-	3,620,000
Development projects	295,979	-	-	295,979
Capital Projects	-	-	200,458	200,458
Total assigned	4,415,979	-	200,458	4,616,437
Unassigned	2,445,023	-	(8,983)	2,436,040
	$10,281,548	$ 57,002	$ 1,587,374	$11,925,924

Note 15 – Subsequent Events

Management has evaluated subsequent events through November 28, 2020 which is the date the financial statements were available to be issued, and has determined that there are no transactions that will have a significant impact on the City.

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

CITY OF LOS ALAMITOS

Required Supplementary Information

Budgetary Comparison Schedule - General Fund

For the Year Ended June 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Fund balance, July 1, 2019	$ 8,840,618	$ 8,840,618	$ 8,840,618	$ -
Revenues (inflows):				
Taxes	11,104,224	11,104,224	10,839,332	(264,892)
Licenses and permits	852,705	852,705	1,461,619	608,914
Intergovernmental	117,505	117,505	385,307	267,802
Charges for services	998,032	998,032	801,443	(196,589)
Investment earnings	105,000	105,000	219,932	114,932
Fines and forfeitures	720,500	720,500	664,332	(56,168)
Miscellaneous	72,000	72,000	59,493	(12,507)
Transfers in	460,000	460,000	460,000	-
Amount available for appropriations	14,429,966	14,429,966	14,891,458	461,492
Charges to appropriations (outflows):				
General government:				
City Council	66,895	66,895	69,933	(3,038)
City Manager / City Clerk	796,631	796,631	775,635	20,996
Administrative Services	752,515	752,515	789,086	(36,571)
City Attorney	176,000	176,000	183,648	(7,648)
Non-departmental	575,865	575,865	547,613	28,252
Public safety	6,411,556	6,466,556	5,540,106	926,450
Community development	988,234	988,234	1,052,034	(63,800)
Recreation and community services	1,724,607	1,724,607	1,614,618	109,989
Public works	2,110,185	2,309,635	1,928,855	380,780
Transfers out	809,000	809,000	949,000	(140,000)
Total charges to appropriations	14,411,488	14,665,938	13,450,528	1,215,410
Fund balance, June 30, 2020	$ 8,859,096	$ 8,604,646	$ 10,281,548	$ (753,918)

CITY OF LOS ALAMITOS

Required Supplementary Information

Budgetary Comparison Schedule - Traffic Improvement Capital Project Fund

For the Year Ended June 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Fund balance, July 1, 2019	$ 41,459	$ 41,459	$ 41,459	$ -
Revenues (inflows):				
Charges for services	136,779	136,779	12,067	(124,712)
Investment earnings	1,000	1,000	3,476	2,476
Amount available for appropriations	137,779	137,779	15,543	(122,236)
Charges to appropriations (outflows):				
Public works	136,779	136,779	-	136,779
Total charges to appropriations	136,779	136,779	-	136,779
Fund balance, June 30, 2020	$ 42,459	$ 42,459	$ 57,002	$ (259,015)

City of Los Alamitos
Required Supplementary Information (Continued) Notes to the Budgetary Comparison Schedule
For the Year Ended June 30, 2020

Note 1 – Budgets and Budgetary Accounting Data

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The annual budget is adopted by the City Council and provides for the general operation of the City. The operating budget includes proposed expenditures and the means of financing them.
2. The City Council approves total budgeted appropriations and any amendments to appropriations throughout the year. This "appropriated budget" covers substantially all City expenditures. Actual expenditures may not exceed budgeted appropriations at the department level. The City's fund structure includes the following departments: City Council, City Manager/City Clerk, Administrative Services, City Attorney, Public Safety, Community Development, Recreation and Community Services, and Public Works. The City Manager is authorized to transfer budgeted amounts between the accounts of any department. Budgets are controlled at the department level. Budget figures used in the financial statements are the final adjusted amounts, including any amendments to the budget during the fiscal year.
3. Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the Governmental Fund types during the fiscal year. Unexpended appropriations of the governmental funds automatically lapse at the end of the fiscal year. Encumbrances at year-end are recorded as restricted, committed, or assigned fund balance and then reappropriated the following fiscal year.
4. Budgets for the General, Special Revenue, Debt Service, and Capital Projects Funds are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America (USGAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. No budgetary comparisons are presented for the proprietary funds, as the City is not legally required to adopt a budget for this type of fund.
5. Under Article XIIIB of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller or returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2020, based on calculations by City management, proceeds of taxes did not exceed appropriations.

Note 2 – Excess of Expenditures over Appropriations

The following departments had expenditures that exceeded the adopted budget:

	Budget	Actual	Variance
City Council	$ 66,895	$ 69,993	$ (3,038)
Administrative services	752,515	789,086	(36,571)
City attorney	176,000	183,647	(7,648)
Community development	988,234	1,052,034	(63,800)

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2020

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

	June 30, 2019 [1] Fiscal Year 2019-20	June 30, 2018 [1] Fiscal Year 2018-19	June 30, 2017 [1] Fiscal Year 2017-18	June 30, 2016 [1] Fiscal Year 2016-17	June 30, 2015 [1] Fiscal Year 2015-16	June 30, 2014 [1] Fiscal Year 2014-15
City's Proportion of the Net Pension Liability/(Asset)	0.1662%	0.0953%	0.0920%	0.0922%	0.0901%	0.0726%
City's Proportionate share of the Net Pension Liability/(Asset)	$ 9,688,016	$ 8,999,874	$ 9,127,183	$ 7,975,904	$ 6,181,642	$ 4,518,604
City's Covered payroll	$ 1,883,036	$ 1,882,670	$ 2,067,777	$ 2,139,951	$ 2,067,219	$ 2,042,142
City's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its covered payroll	514.5%	478.0%	441.4%	372.7%	299.0%	221.3%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	70.4%	75.3%	73.3%	74.1%	78.4%	79.8%

California Public Employees' Retirement System ("CalPERS") Safety Plan

	June 30, 2019 [1] Fiscal Year 2019-20	June 30, 2018 [1] Fiscal Year 2018-19	June 30, 2017 [1] Fiscal Year 2017-18	June 30, 2016 [1] Fiscal Year 2016-17	June 30, 2015 [1] Fiscal Year 2015-16	June 30, 2014 [1] Fiscal Year 2014-15
City's Proportion of the Net Pension Liability/(Asset)	0.1710%	0.1047%	0.0980%	0.0965%	0.0922%	0.0891%
City's Proportionate share of the Net Pension Liability/(Asset)	$ 10,731,155	$ 9,853,739	$ 9,719,511	$ 8,351,809	$ 6,328,706	$ 5,542,493
City's Covered payroll	$ 2,287,551	$ 2,498,046	$ 2,655,464	$ 2,534,307	$ 2,402,592	$ 2,385,017
City's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its covered payroll	469.1%	394.5%	366.0%	329.6%	263.4%	232.4%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	73.1%	75.3%	73.3%	74.1%	78.4%	79.8%

[1] Historical information is presented only for measurement periods for which GASB 68 is applicable. The Measurement date 2014 was the first year of implementation, therefore only six year are presented.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Contributions - Pensions
For the Year Ended June 30, 2020

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15
Actuarially determined contribution [2]	$ 878,063	$ 706,647	$ 607,715	$ 575,534	$ 478,168	$ 228,140
Contributions in relation to the actuarially determined contributions [2]	$ (878,063)	$ (706,647)	$ (607,715)	$ (575,534)	$ (478,168)	$ (228,140)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll [2]	$ 1,853,222	$ 1,883,036	$ 1,882,670	$ 2,067,777	$ 2,139,951	$ 2,067,219
Contributions as a percentage of covered employee payroll	47.4%	37.5%	32.3%	27.8%	22.3%	11.0%

California Public Employees' Retirement System ("CalPERS") Safety Plan

	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15
Actuarially determined contribution [2]	$ 1,075,926	$ 927,772	$ 847,090	$ 797,034	$ 748,750	$ 605,370
Contributions in relation to the actuarially determined contributions [2]	$ (1,075,926)	$ (927,772)	$ (847,090)	$ (797,034)	$ (748,750)	$ (605,370)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll [2]	$ 1,935,386	$ 2,287,551	$ 2,498,046	$ 2,655,464	$ 2,534,307	$ 2,402,592
Contributions as a percentage of covered employee payroll	55.6%	40.6%	33.9%	30.0%	29.5%	25.2%

[1] Historical information is presented only for measurement periods for which GASB 68 is applicable. The fiscal year 2014 was the first year of implementation, therefore only six years are presented.

[2] Covered Payroll represented above is based on pensionable earnings provided by the employer.

Notes to Schedule

None.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of Changes in the Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2020

Last Ten Fiscal Years

For the Measurement Period:	2019-20	2018-19	2017-18
Total OPEB Liability			
Service cost	$ 192,736	$ 175,452	$ 170,756
Interest on the total OPEB Liability	164,133	157,013	166,352
Actual and expected experience difference	(1,087,077)	-	-
Changes in assumptions	2,824,825	100,644	-
Changes in benefit terms	-	-	-
Benefit payments	(238,645)	(237,974)	(228,821)
Net change in total OPEB liability	1,855,972	195,135	108,287
Total OPEB liability - beginning	4,712,480	4,517,345	4,409,058
Total OPEB liability - ending (a)	$ 6,568,452	$ 4,712,480	$ 4,517,345
Fiduciary net position as a % of total OPEB liability [1]	0.00%	0.00%	0.00%
Covered payroll	4,502,169	4,380,716	4,380,716
Net OPEB liability as a percentage of payroll	145.9%	107.6%	103.1%

* 2018 is the first year of implementation, therefore only three years are available for the required 10-year schedule.

[1] The City does not hold any assets in a qualifying irrevocable trust or equivalent avengement. As such, there is no fiduciary net position of the plan, and the total amount of the OPEB liability is reported.

SUPPLEMENTARY INFORMATION

CITY OF LOS ALAMITOS

Combining Balance Sheet

Nonmajor Governmental Funds

June 30, 2020

	Special Revenue Funds			
	Measure M	State Gas Tax	Los Alamitos Television	Office of Traffic Safety
ASSETS				
Cash and investments	$ 338,819	$ -	$ 66,780	$ 54,208
Accounts receivable	-	-	4,670	1,469
Due from other governments	28,003	14,617	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	$ 366,822	$ 14,617	$ 71,450	$ 55,677
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 2,245	$ 625	$ 5,400	$ -
Deposits payable	-	-	-	-
Due to other funds	-	895	-	-
Total liabilities	2,245	1,520	5,400	-
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances:				
Restricted	364,577	13,097	66,050	55,677
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	364,577	13,097	66,050	55,677
Total liabilities, deferred inflows and fund balances	$ 366,822	$ 14,617	$ 71,450	$ 55,677

CITY OF LOS ALAMITOS

Combining Balance Sheet (Continued)

Nonmajor Governmental Funds

June 30, 2020

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
ASSETS				
Cash and investments	$ 20,876	$ 16,284	$ 112,965	$ 115,169
Accounts receivable	-	-	-	-
Due from other governments	-	11,442	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	$ 20,876	$ 27,726	$ 112,965	$ 115,169
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Deposits payable	2,521	-	-	-
Due to other funds	-	-	-	-
Total liabilities	2,521	-	-	-
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances:				
Restricted	18,355	27,726	112,965	115,169
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	18,355	27,726	112,965	115,169
Total liabilities, deferred inflows and fund balances	$ 20,876	$ 27,726	$ 112,965	$ 115,169

CITY OF LOS ALAMITOS

Combining Balance Sheet (Continued)

Nonmajor Governmental Funds

June 30, 2020

	Special Revenue Funds	Capital Projects Funds		
	Community Development Block Grant	Park Development	Building Improvement	Residential Streets/ Alleys
ASSETS				
Cash and investments	$ -	$ 622,586	$ 196,552	$ 6,684
Accounts receivable	-	-	-	-
Due from other governments	-	-	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	$ -	$ 622,586	$ 196,552	$ 6,684
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 4,806	$ 420	$ 3,027	$ -
Deposits payable	-	-	-	-
Due to other funds	4,177	-	-	-
Total liabilities	8,983	420	3,027	-
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances:				
Restricted	-	622,166	-	-
Committed	-	-	-	-
Assigned	-	-	193,525	6,684
Unassigned	(8,983)	-	-	-
Total fund balances	(8,983)	622,166	193,525	6,684
Total liabilities, deferred inflows and fund balances	$ -	$ 622,586	$ 196,552	$ 6,684

CITY OF LOS ALAMITOS

Combining Balance Sheet (Continued)

Nonmajor Governmental Funds

June 30, 2020

	Capital Projects Funds	Debt Service Fund	
	Capital Outlay	Debt Service	Total Nonmajor Governmental Funds
ASSETS			
Cash and investments	$ 117	$ -	$ 1,551,040
Accounts receivable	-	-	6,139
Due from other governments	-	-	54,062
Restricted cash and investments with fiscal agent	-	249	249
Total assets	$ 117	$ 249	$ 1,611,490
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	$ -	$ -	$ 16,523
Deposits payable	-	-	2,521
Due to other funds	-	-	5,072
Total liabilities	-	-	24,116
Deferred inflows of resources:			
Unavailable revenue	-	-	-
Total deferred inflows of resources	-	-	-
Fund Balances:			
Restricted	-	-	1,395,782
Committed	117	-	117
Assigned	-	249	200,458
Unassigned	-	-	(8,983)
Total fund balances	117	249	1,587,374
Total liabilities, deferred inflows and fund balances	$ 117	$ 249	$ 1,611,490

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds

For the Year Ended June 30, 2020

	Special Revenue Funds			
	Measure M	State Gas Tax	Los Alamitos Television	Office of Traffic Safety
REVENUES:				
Taxes	$ -	$ 460,648	$ 18,613	$ -
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Investment earnings	5,817	6,081	1,319	783
Fines and forfeitures	-	-	-	29,941
Program revenues	235,050	-	-	-
Miscellaneous	-	-	6,500	-
Total revenues	240,867	466,729	26,432	30,724
EXPENDITURES:				
Current:				
General government	-	-	38,663	-
Public safety	-	-	-	-
Public works	1,032	42,492	-	-
Capital outlay	134,056	502,572	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	135,088	545,064	38,663	-
REVENUES OVER (UNDER) EXPENDITURES	105,779	(78,335)	(12,231)	30,724
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	(185,000)	-	(5,000)
Total other financing sources (uses)	-	(185,000)	-	(5,000)
CHANGE IN FUND BALANCES	105,779	(263,335)	(12,231)	25,724
Fund balances (deficits), beginning of year	258,798	276,432	78,281	29,953
Fund balances (deficits), end of year	$ 364,577	$ 13,097	$ 66,050	$ 55,677

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds

For the Year Ended June 30, 2020

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
REVENUES:				
Taxes	$ -	$ 103,172	$ -	$ -
Intergovernmental	-	-	156,006	13,669
Charges for services	-	-	-	-
Investment earnings	884	280	2,219	1,935
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	333	-	-	-
Total revenues	1,217	103,452	158,225	15,604
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public safety	45,152	-	-	-
Public works	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	45,152	-	-	-
REVENUES OVER (UNDER) EXPENDITURES	(43,935)	103,452	158,225	15,604
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	(120,000)	(150,000)	-
Total other financing sources (uses)	-	(120,000)	(150,000)	-
CHANGE IN FUND BALANCES	(43,935)	(16,548)	8,225	15,604
Fund balances (deficits), beginning of year	62,290	44,274	104,740	99,565
Fund balances (deficits), end of year	$ 18,355	$ 27,726	$ 112,965	$ 115,169

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds

For the Year Ended June 30, 2020

	Special Revenue Funds	Capital Projects Funds		
	Community Development Block Grant	Park Development	Building Improvement	Residential Streets/ Alleys
REVENUES:				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	128,813	-	-	-
Charges for services	-	496,244	-	-
Investment earnings	-	8,557	2,940	123
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	128,813	504,801	2,940	123
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public works	-	10,139	-	-
Capital outlay	133,911	56,448	38,449	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	133,911	66,587	38,449	-
REVENUES OVER (UNDER) EXPENDITURES	(5,098)	438,214	(35,509)	123
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	140,000	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	140,000	-
CHANGE IN FUND BALANCES	(5,098)	438,214	104,491	123
Fund balances (deficits), beginning of year	(3,885)	183,952	89,034	6,561
Fund balances (deficits), end of year	$ (8,983)	$ 622,166	$ 193,525	$ 6,684

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds

For the Year Ended June 30, 2020

	Capital Projects Funds	Debt Service Fund	
	Capital Outlay	Debt Service	Total Nonmajor Governmental Funds
REVENUES:			
Taxes	$ -	$ -	$ 582,433
Intergovernmental	-	-	298,488
Charges for services	-	-	496,244
Investment earnings	-	81	31,019
Fines and forfeitures	-	-	29,941
Program revenues	-	-	235,050
Miscellaneous	-	-	6,833
Total revenues	-	81	1,680,008
EXPENDITURES:			
Current:			
General government	-	-	38,663
Public safety	-	-	45,152
Public works	-	-	53,663
Capital outlay	-	-	865,436
Debt service:			
Principal	-	75,000	75,000
Interest and fiscal charges	-	136,523	136,523
Total expenditures	-	211,523	1,214,437
REVENUES OVER (UNDER) EXPENDITURES	-	(211,442)	465,571
OTHER FINANCING SOURCES (USES):			
Transfers in	-	208,000	348,000
Transfers out	-	-	(460,000)
Total other financing sources (uses)	-	208,000	(112,000)
CHANGE IN FUND BALANCES	-	(3,442)	353,571
Fund balances (deficits), beginning of year	117	3,691	1,233,803
Fund balances (deficits), end of year	$ 117	$ 249	$ 1,587,374

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Measure M Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 258,798	$ 258,798	$ -
Revenues (inflows):			
Investment earnings	450	5,817	5,367
Program revenues	234,275	235,050	775
Amount available for appropriations	234,725	240,867	6,142
Charges to appropriations (outflows):			
Public works	65,000	1,032	63,968
Capital outlay	371,410	134,056	237,354
Total charges to appropriations	436,410	135,088	301,322
Fund balance, June 30, 2020	$ 57,113	$ 364,577	$ (295,180)

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

State Gas Tax Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts		
	Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 276,432	$ 276,432	$ -
Revenues (inflows):			
Taxes	514,245	460,648	(53,597)
Investment earnings	200	6,081	5,881
Amount available for appropriations	514,445	466,729	(47,716)
Charges to appropriations (outflows):			
Public works	80,708	42,492	38,216
Capital outlay	527,889	502,572	25,317
Transfers out	185,000	185,000	-
Total charges to appropriations	793,597	730,064	63,533
Fund balance, June 30, 2020	$ (2,720)	$ 13,097	$ (111,249)

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Los Alamitos Television Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 78,281	$ 78,281	$ -
Revenues (inflows):			
Taxes	27,500	18,613	(8,887)
Investment earnings	600	1,319	719
Miscellaneous	6,500	6,500	-
Amount available for appropriations	34,600	26,432	(8,168)
Charges to appropriations (outflows):			
General government	52,150	38,663	13,487
Total charges to appropriations	52,150	38,663	13,487
Fund balance, June 30, 2020	$ 60,731	$ 66,050	$ (21,655)

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Office of Traffic Safety Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 29,953	$ 29,953	$ -
Revenues (inflows):			
Investment earnings	100	783	683
Fines and forfeitures	10,000	29,941	19,941
Amount available for appropriations	10,100	30,724	20,624
Charges to appropriations (outflows):			
Transfers out	5,000	5,000	-
Total charges to appropriations	5,000	5,000	-
Fund balance, June 30, 2020	$ 35,053	$ 55,677	$ 20,624

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Asset Seizure Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 62,290	$ 62,290	$ -
Revenues (inflows):			
Investment earnings	500	884	384
Miscellaneous	-	333	333
Amount available for appropriations	500	1,217	717
Charges to appropriations (outflows):			
Public safety	55,600	45,152	10,448
Total charges to appropriations	55,600	45,152	10,448
Fund balance, June 30, 2020	$ 7,190	$ 18,355	$ (9,731)

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Public Safety Augmentation Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 44,274	$ 44,274	$ -
Revenues (inflows):			
Taxes	105,000	103,172	(1,828)
Investment earnings	150	280	130
Amount available for appropriations	105,150	103,452	(1,698)
Charges to appropriations (outflows):			
Transfers out	120,000	120,000	-
Total charges to appropriations	120,000	120,000	-
Fund balance, June 30, 2020	$ 29,424	$ 27,726	$ (1,698)

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

State Law Enforcement Service Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 104,740	$ 104,740	$ -
Revenues (inflows):			
Intergovernmental	140,000	156,006	16,006
Investment earnings	100	2,219	2,119
Amount available for appropriations	140,100	158,225	18,125
Charges to appropriations (outflows):			
Transfers out	150,000	150,000	-
Total charges to appropriations	150,000	150,000	-
Fund balance, June 30, 2020	$ 94,840	$ 112,965	$ 18,125

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Air Quality Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 99,565	$ 99,565	$ -
Revenues (inflows):			
Intergovernmental	15,000	13,669	(1,331)
Investment earnings	550	1,935	1,385
Amount available for appropriations	15,550	15,604	54
Charges to appropriations (outflows):			
Public works	86,150	-	86,150
Total charges to appropriations	86,150	-	86,150
Fund balance, June 30, 2020	$ 28,965	$ 115,169	$ (86,096)

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Community Development Block Grant Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance (deficit), July 1, 2019	$ (3,885)	$ (3,885)	$ -
Revenues (inflows):			
Intergovernmental	135,000	128,813	(6,187)
Amount available for appropriations	135,000	128,813	(6,187)
Charges to appropriations (outflows):			
Capital outlay	135,000	133,911	1,089
Total charges to appropriations	135,000	133,911	1,089
Fund balance (deficit), June 30, 2020	$ (3,885)	$ (8,983)	$ (7,276)

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Park Development Capital Project Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 183,952	$ 183,952	$ -
Revenues (inflows):			
Charges for services	268,240	496,244	228,004
Investment earnings	1,000	8,557	7,557
Amount available for appropriations	269,240	504,801	235,561
Charges to appropriations (outflows):			
Public works	105,000	10,139	94,861
Capital outlay	202,429	56,448	145,981
Total charges to appropriations	307,429	66,587	240,842
Fund balance, June 30, 2020	$ 145,763	$ 622,166	$ (5,281)

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Building Improvement Capital Project Fund

For the Year Ended June 30, 2020

	Budgeted Amounts	Actual	Variance with
	Final	Amounts	Final Budget
Fund balance, July 1, 2019	$ 89,034	$ 89,034	$ -
Revenues (inflows):			
Investment earnings	200	2,940	2,740
Transfers in	-	140,000	140,000
Amount available for appropriations	200	142,940	142,740
Charges to appropriations (outflows):			
Capital outlay	71,592	38,449	33,143
Total charges to appropriations	71,592	38,449	33,143
Fund balance, June 30, 2020	$ 17,642	$ 193,525	$ 109,597

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Residential Streets/Alleys Capital Project Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 6,561	$ 6,561	$ -
Revenues (inflows):			
Investment earnings	90	123	33
Amount available for appropriations	90	123	33
Fund balance, June 30, 2020	$ 6,651	$ 6,684	$ 33

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Debt Service Bond Debt Service Fund

For the Year Ended June 30, 2020

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund balance, July 1, 2019	$ 3,691	$ 3,691	$ -
Revenues (inflows):			
Investment earnings	1,000	81	(919)
Transfers in	208,000	208,000	-
Amount available for appropriations	209,000	208,081	(919)
Charges to appropriations (outflows):			
Principal	75,000	75,000	-
Interest and fiscal charges	135,300	136,523	(1,223)
Total charges to appropriations	210,300	211,523	(1,223)
Fund balance, June 30, 2020	$ 2,391	$ 249	$ 304

This page intentionally left blank.

CITY OF LOS ALAMITOS
Combining Statement of Net Position
All Internal Service Funds
June 30, 2020

	Garage	Technology Replacement	Police Capital Expenditures
ASSETS			
Current assets:			
Cash and investments	$ 685,827	$ 233,250	$ 138,602
Account receivables	-	-	-
Prepaid costs	-	-	-
Cash and investments - restricted	-	-	-
Total current assets	685,827	233,250	138,602
Noncurrent assets:			
Capital assets - net of accumulated depreciation	135,453	25,142	-
Total noncurrent assets	135,453	25,142	-
Total assets	821,280	258,392	138,602
LIABILITIES			
Current liabilities:			
Accounts payable	10,453	1,331	-
Accrued interest	1,576	-	-
Accrued claims and judgements	-	-	-
Capital leases	69,062	-	-
Total current liabilities	81,091	1,331	-
Long-term liabilities:			
Accrued claims and judgements	-	-	-
Total long-term liabilities	-	-	-
Total liabilities	81,091	1,331	-
NET POSITION			
Net investment in capital assets	66,391	25,142	-
Unrestricted	673,798	231,919	138,602
Total net position	$ 740,189	$ 257,061	$ 138,602

CITY OF LOS ALAMITOS
Combining Statement of Net Position
All Internal Service Funds
June 30, 2020

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self-Insurance Trust	Total
ASSETS			
Current assets:			
Cash and investments	$ 249,577	$ 526,908	$ 1,834,164
Account receivables	-	150	150
Prepaid costs	-	-	-
Cash and investments - restricted	-	-	-
Total current assets	249,577	527,058	1,834,314
Noncurrent assets:			
Capital assets - net of accumulated depreciation	354,677	-	515,272
Total noncurrent assets	354,677	-	515,272
Total assets	604,254	527,058	2,349,586
LIABILITIES			
Current liabilities:			
Accounts payable	2,449	231,178	245,411
Accrued interest	-	-	1,576
Accrued claims and judgements	-	183,095	183,095
Capital leases	-	-	69,062
Total current liabilities	2,449	414,273	499,144
Long-term liabilities:			
Accrued claims and judgements	-	92,378	92,378
Total long-term liabilities	-	92,378	92,378
Total liabilities	2,449	506,651	591,522
NET POSITION			
Net investment in capital assets	354,677	-	446,210
Unrestricted	247,128	20,407	1,311,854
Total net position	$ 601,805	$ 20,407	$ 1,758,064

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenses, and Changes in Net Position

All Internal Service Funds

For the year ended June 30, 2020

	Garage	Technology Replacement	Police Capital Expenditures
OPERATING REVENUES:			
Charges for services:			
Garage	$ 304,026	$ -	$ -
Police capital	-	-	40,000
Technology replacement	-	160,000	-
Miscellaneous	-	-	-
Total operating revenues	304,026	160,000	40,000
OPERATING EXPENSES:			
Supplies and materials	109,067	86,695	-
Outside services	31,819	51,616	-
Claims expense	-	-	-
Depreciation	85,722	8,380	-
Total operating expenses	226,608	146,691	-
OPERATING INCOME	77,418	13,309	40,000
NON-OPERATING REVENUES (EXPENSES):			
Interest expense	(1,282)	-	-
Loss on disposal of capital assets	(6,404)	-	-
Total non-operating revenues (expenses)	(7,686)	-	-
INCOME BEFORE TRANSFERS	69,732	13,309	40,000
Transfers in	-	-	-
Total transfers	-	-	-
Change in net position	69,732	13,309	40,000
Net position, beginning of year	670,457	243,752	98,602
Net position, end of year	$ 740,189	$ 257,061	$ 138,602

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenses, and Changes in Net Position

All Internal Service Funds

For the year ended June 30, 2020

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self-Insurance Trust	Total
OPERATING REVENUES:			
Charges for services:			
Garage	$ -	$ -	$ 304,026
Police capital	-	-	40,000
Technology replacement	-	-	160,000
Miscellaneous	-	43,062	43,062
Total operating revenues	-	43,062	547,088
OPERATING EXPENSES:			
Supplies and materials	-	-	195,762
Outside services	17,449	-	100,884
Claims expense	-	804,674	804,674
Depreciation	7,430	-	101,532
Total operating expenses	24,879	804,674	1,202,852
OPERATING INCOME	(24,879)	(761,612)	(655,764)
NON-OPERATING REVENUES (EXPENSES):			
Interest expense	-	-	(1,282)
Loss on disposal of capital assets	-	-	(6,404)
Total non-operating revenues (expenses)	-	-	(7,686)
INCOME BEFORE TRANSFERS	(24,879)	(761,612)	(663,450)
Transfers in	40,000	561,000	601,000
Total transfers	40,000	561,000	601,000
Change in net position	15,121	(200,612)	(62,450)
Net position, beginning of year	586,684	221,019	1,820,514
Net position, end of year	$ 601,805	$ 20,407	$ 1,758,064

CITY OF LOS ALAMITOS

Combining Statement of Cash Flows

All Internal Service Funds

For the year ended June 30, 2020

	Garage	Technology Replacement	Police Capital Expenditures
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from interfund charges for garage services	$ 304,026	$ -	$ -
Receipts from interfund charges for police capital services	-	-	40,000
Receipts from interfund charges for technology replacement services	-	161,618	-
Payments to suppliers and service providers	(142,785)	(141,790)	-
Cash received from (payments to) others	-	-	-
Net cash provided (used by) operating activities	161,241	19,828	40,000
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Transfers in	-	-	-
Net cash provided (used by) non-capital financing activities	-	-	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	(5,977)	-	-
Principal paid on capital debt	(68,405)	-	-
Interest paid on capital debt	(2,235)	-	-
Net cash provided (used by) capital and related financing activities	(76,617)	-	-
Net increase (decrease) in cash and cash equivalents	84,624	19,828	40,000
Cash and equivalents, beginning of year	601,203	213,422	98,602
Cash and equivalents, end of year	$ 685,827	$ 233,250	$ 138,602
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:			
Operating income (loss)	$ 77,418	$ 13,309	$ 40,000
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	85,722	8,380	-
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable	-	1,618	-
Increase (decrease) in accounts payable	(1,899)	(3,479)	-
Increase (decrease) in claims and judgements	-	-	-
Total adjustments	83,823	6,519	-
Net cash provided (used) by operating activities	$ 161,241	$ 19,828	$ 40,000

CITY OF LOS ALAMITOS

Combining Statement of Cash Flows

All Internal Service Funds

For the year ended June 30, 2020

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self-Insurance Trust	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from interfund charges for garage services	$ -	$ -	$ 304,026
Receipts from interfund charges for police capital services	-	-	40,000
Receipts from interfund charges for technology replacement services	-	-	161,618
Payments to suppliers and service providers	(15,000)	-	(299,575)
Cash received from (payments to) others	-	(638,040)	(638,040)
Net cash provided (used by) operating activities	(15,000)	(638,040)	(431,971)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Transfers in	40,000	561,000	601,000
Net cash provided (used by) non-capital financing activities	40,000	561,000	601,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	-	-	(5,977)
Principal paid on capital debt	-	-	(68,405)
Interest paid on capital debt	-	-	(2,235)
Net cash provided (used by) capital and related financing activities	-	-	(76,617)
Net increase (decrease) in cash and cash equivalents	25,000	(77,040)	92,412
Cash and equivalents, beginning of year	224,577	603,948	1,741,752
Cash and equivalents, end of year	$ 249,577	$ 526,908	$ 1,834,164
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:			
Operating income (loss)	$ (24,879)	$ (761,612)	$ (655,764)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	7,430	-	101,532
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable	-	22,115	23,733
Increase (decrease) in accounts payable	2,449	149,483	146,554
Increase (decrease) in claims and judgements	-	(48,026)	(48,026)
Total adjustments	9,879	123,572	223,793
Net cash provided (used) by operating activities	$ (15,000)	$ (638,040)	$ (431,971)

STATISTICAL SECTION

STATISTICAL SECTION

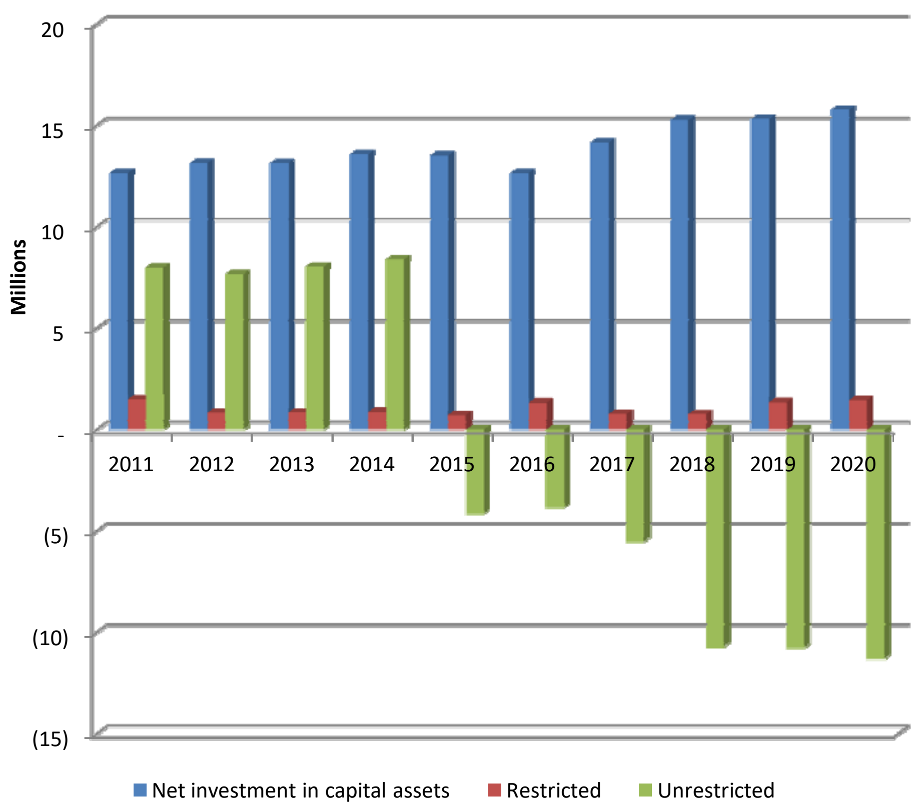
This part of the City of Los Alamitos's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

CONTENTS:

CITY OF LOS ALAMITOS
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2011	2012	2013	2014	2015*
Governmental activities					
Net investment in capital assets	$ 12,659	$ 13,143	$ 13,138	$ 13,585	$ 13,519
Restricted	1,500	832	841	878	713
Unrestricted	7,984	7,681	8,034	8,393	(4,126)
Total governmental activities net position	$ 22,143	$ 21,656	$ 22,013	$ 22,856	$ 10,106

	2016	2017	2018	2019	2020
Governmental activities					
Net investment in capital assets	$ 12,658	14,156	15,281	15,315	15,776
Restricted	1,334	764	761	1,350	1,453
Unrestricted	(3,828)	(5,506)	(10,679)	(10,746)	(11,287)
Total governmental activities net position	$ 10,164	9,414	5,363	5,919	5,942



Source: City of Los Alamitos, Finance Department

* In Fiscal Year 2014-15 the City implemented GASB Statement No. 68, which resulted in a $12.8 million decrease to the City's net position in relation to accounting for the City's net pension liability and related deferrals.

** In Fiscal Year 2017-18 the City implemented GASB Statement No. 75, which resulted in a $3.6 million decrease to the City's net position in relation to accounting for the City's total OPEB liability.

CITY OF LOS ALAMITOS
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2011	2012	2013	2014	2015
Expenses					
Governmental activities:					
General government	$ 1,659	$ 2,376	$ 1,377	$ 2,223	$ 2,646
Public safety	4,912	5,545	5,393	5,691	5,463
Community development	527	705	745	843	714
Recreation and community services	1,568	1,770	1,957	1,700	1,772
Public works	1,905	2,007	2,709	2,839	2,592
Interest and fiscal charges	153	150	168	140	138
Total governmental activites expenses	10,724	12,553	12,349	13,436	13,325
Program Revenues					
Governmental activities:					
Charges for services					
General government	43	3	-	385	205
Public safety	641	511	637	735	752
Community development	150	280	435	113	141
Recreation and community services	1,230	1,266	1,295	1,242	1,301
Public works	-	-	-	18	2
Operating grants	533	112	119	323	293
Capital grants and contributions	890	524	349	1,739	629
Total governmental activites program revenues	3,487	2,696	2,835	4,555	3,323
Net (expense)/revenue					
Governmental activities	(7,237)	(9,857)	(9,514)	(8,881)	(10,002)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	2,529	3,143	3,734	2,733	2,954
Utility users tax	2,132	2,083	2,160	2,188	2,210
Transient occupancy	80	88	104	113	132
Sales	2,148	2,200	2,117	2,836	3,064
Franchise	595	683	653	689	712
Business license	471	618	694	551	563
Other	85	347	284	334	348
	8,040	9,162	9,746	9,444	9,983
Motor vehicle in lieu	62	6	5	-	-
Investment income	27	15	27	13	30
Gain on Sale of property	140	3	37	-	-
Other	89	207	36	267	146
Total governmental activities	8,358	9,393	9,851	9,724	10,159
Changes in Net Position					
Governmental activities	$ 1,121	$ (464)	$ 337	$ 843	$ 157

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2016	2017	2018	2019	2020
Expenses					
Governmental activities:					
General government	$ 2,976	$ 2,830	$ 3,517	$ 3,135	$ 3,586
Public safety	5,732	6,922	6,311	6,556	6,912
Community development	685	775	1,104	986	1,091
Recreation and community services	1,834	1,783	1,811	1,746	1,758
Public works	2,339	2,306	2,314	2,415	2,572
Interest and fiscal charges	302	148	141	142	58
Total governmental activites expenses	13,868	14,764	15,198	14,980	15,977
Program Revenues					
Governmental activities:					
Charges for services					
General government	225	272	814	831	1,335
Public safety	808	825	859	916	711
Community development	80	100	198	3	3
Recreation and community services	1,225	1,087	956	937	781
Public works	139	-	-	167	508
Operating grants	398	453	151	442	628
Capital grants and contributions	530	369	391	254	249
Total governmental activites program revenues	3,405	3,106	3,369	3,550	4,215
Net (expense)/revenue					
Governmental activities	(10,463)	(11,658)	(11,829)	(11,430)	(11,762)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	3,118	3,603	3,773	3,946	4,169
Utility users tax	2,092	2,037	2,034	1,968	1,988
Transient occupancy	156	159	167	160	132
Sales	3,357	3,160	3,336	3,597	3,227
Franchise	709	669	691	688	611
Business license	566	609	647	684	730
Other	251	339	429	557	564
	10,249	10,576	11,077	11,600	11,421
Motor vehicle in lieu	-	-	-	-	-
Investment income	86	63	102	271	254
Gain on Sale of property	-	-	19	-	-
Other	185	269	182	115	110
Total governmental activities	10,520	10,908	11,380	11,986	11,785
Changes in Net Position					
Governmental activities	$ 57	$ (750)	(449)	$ 556	$ 23

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2011	2012	2013	2014	2015
General Fund					
Nonspendable	$ 4	$ 7	$ 6	$ 8	$ 684
Committed	-	-	-	-	-
Restricted	-	-	-	-	-
Assigned	3,250	3,250	3,770	7,049	7,484
Unassigned	4,161	4,496	4,085	1,218	(644)
Reserved	-	-	-	-	-
Unreserved, designated	-	-	-	-	-
Unreserved, undesignated	-	-	-	-	-
Total General Fund	7,415	7,753	7,861	8,275	7,524
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	1,550	1,073	888	829	1,063
Assigned	1,201	724	898	677	390
Unassigned	(167)	(146)	(223)	(1,240)	-
Reserved					
Unreserved, designated reported in:					
Special revenue funds					
Unreserved, reported in:					
Special revenue funds					
Debt service funds					
Capital projects funds					
Total All Other Governmental Funds	2,584	1,651	1,563	266	1,453
Total All Governmental Funds	$ 9,999	$ 9,404	$ 9,424	$ 8,541	$ 8,977

*Note: The City adopted GASB 54 starting in fiscal year 2011 which changed how fund balance is presented in the CAFR

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2016	2017	2018	2019	2020
General Fund					
Nonspendable	$ 59	$ 17	$ 18	$ 56	$ 14
Committed	-	-	-	3,607	3,286
Restricted	-	-	-	-	-
Assigned	7,347	7,481	7,662	4,589	4,196
Unassigned	3	56	49	588	2,785
Reserved	-	-	-		
Unreserved, designated	-	-	-		
Unreserved, undesignated	-	-	-		
Total General Fund	7,409	7,554	7,729	8,840	10,281
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	1,333	764	764	1,180	1,453
Assigned	1,001	345	129	99	200
Unassigned	-	-	-	(4)	(9)
Reserved					
Unreserved, designated reported in:					
Special revenue funds					
Unreserved, reported in:					
Special revenue funds					
Debt service funds					
Capital projects funds					
Total All Other Governmental Funds	2,334	1,109	893	1,275	1,644
Total All Governmental Funds	$ 9,743	$ 8,663	$ 8,622	$ 10,115	$ 11,925

*Note: The City adopted GASB 54 starting in fiscal year 2011 which changed how fund balance is presented in the CAFR

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2011	2012	2013	2014	2015
Revenues					
Taxes	$ 8,027	$ 8,087	$ 9,042	$ 9,420	$ 10,337
Licenses and permits	629	1,247	694	937	205
Intergovernmental	1,047	475	531	150	1,609
Charges for services	1,379	1,320	1,752	1,396	1,403
Investment earnings	27	15	9	2	30
Fines and forfeitures	602	450	615	710	737
Other	245	197	36	581	454
Total Revenues	11,956	11,791	12,679	13,196	14,775
Expenditures					
General government	1,892	2,106	1,900	2,097	2,379
Public safety	4,748	4,913	5,280	5,874	5,513
Community development	526	623	737	830	694
Recreation and community services	1,527	1,570	1,889	1,620	1,730
Public works	1,654	1,779	1,831	1,686	1,771
Capital outlay	523	1,183	806	1,744	830
Debt service:					
Principal retirement	60	65	72	70	76
Payment to refunded bond escrow agent	-	-	-	-	-
Interest and fiscal charges	150	147	144	141	138
Total Expenditures	11,080	12,386	12,659	14,062	13,131
Excess of revenues over/(under) expenditures	876	(595)	20	(866)	1,644
Other Financing Sources (Uses)					
Transfers in	960	715	588	606	684
Transfers out	(621)	(715)	(588)	(621)	(1,892)
Refunding bonds issued	-	-	-	-	-
Bond premium	-	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-	-
Total other financing sources	339	-	-	(15)	(1,208)
Net change in fund balances	$ 1,215	$ (595)	$ 20	$ (881)	$ 436
Debt service as a percentage of noncapital expenditures	1.966%	1.878%	1.765%	1.598%	1.813%

(1) Increase in debt service related to issuance of 2015 Certificates of Participation

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2016	2017	2018	2019	2020
Revenues					
Taxes	$ 10,559	$ 10,724	$ 11,078	11,600	11,422
Licenses and permits	225	272	814	831	1,462
Intergovernmental	245	609	323	294	684
Charges for services	1,459	1,202	1,169	1,121	1,310
Investment earnings	86	63	106	271	254
Fines and forfeitures	781	810	844	900	694
Other	460	476	398	349	301
Total Revenues	13,815	14,156	14,732	15,366	16,127
Expenditures					
General government	2,735	2,029	2,243	2,299	2,405
Public safety	5,711	5,777	5,751	5,886	5,585
Community development	657	715	1,044	928	1,052
Recreation and community services	1,739	1,646	1,598	1,590	1,615
Public works	1,963	1,963	1,943	2,064	1,983
Capital outlay	213	1,972	1,068	332	865
Debt service:					
Principal retirement	75	70	70	70	75
Payment to refunded bond escrow agent	220	-	-	-	-
Interest and fiscal charges	311	142	140	139	136
Total Expenditures	13,624	14,314	13,857	13,308	13,716
Excess of revenues over/(under) expenditures	191	(158)	875	2,058	2,411
Other Financing Sources (Uses)					
Transfers in	681	1,280	832	597	808
Transfers out	(1,203)	(2,201)	(1,752)	(1,157)	(1,409)
Refunding bonds issued	3,685	-	-		
Bond premium	133	-	-		
Payment to refunded bond escrow agent	(2,722)	-	-		
Total other financing sources	574	(921)	(920)	(560)	(601)
Net change in fund balances	$ 765	$ (1,079)	$ (45)	1,498	1,810
Debt service as a percentage of noncapital expenditures	2.865% **(1)**	1.713%	1.640%	1.611%	1.642%

(1) Increase in debt service related to issuance of 2015 Certificates of Participation

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
2019/20 Use Category Summary-Basic Property Value Table
Last Ten Fiscal Years
(amounts expressed in thousands)

Category	2011	2012	2013	2014	2015
Residential	$ 905,175	$ 915,246	$ 936,234	$ 968,878	$ 1,031,002
Commercial	282,452	278,385	288,665	296,984	318,001
Industrial	260,083	260,852	266,381	270,936	271,390
Institutional	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Recreational	-	-	-	-	-
Vacant land	9,364	8,360	8,530	8,917	8,449
SBE Nonunitary	222	222	222	222	222
Cross Reference	3,477	3,367	4,326	3,453	3,265
Unsecured	155,295	138,185	134,342	119,933	143,801
Other	-	-	-	-	-
Totals	$ 1,616,068	$ 1,604,617	$ 1,638,700	$ 1,669,323	$ 1,776,130
Direct rate	0.10066%	0.10066%	0.10067%	0.11558%	0.11568%

Note: In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: HdL Coren and Cone, Orange County Assessor Tax Rate Table

CITY OF LOS ALAMITOS
2019/20 Use Category Summary-Basic Property Value Table
Last Ten Fiscal Years
(amounts expressed in thousands)

Category	2016	2017	2018	2019	2020
Residential	$ 1,091,854	$ 1,143,395	$ 1,200,335	$ 1,266,083	$ 1,332,806
Commercial	359,002	365,544	393,211	405,241	427,330
Industrial	278,399	292,535	292,689	308,001	315,346
Institutional	-	-	-	-	-
Miscellaneous	-	-	-	1,793	608
Recreational	-	-	-	-	-
Vacant land	9,710	9,905	11,648	10,088	19,185
SBE Nonunitary	222	222	222	970	970
Cross Reference	3,083	3,998	4,139	4,109	4,177
Unsecured	138,386	154,478	163,741	161,257	164,509
Other	-	-	-	-	-
Totals	$ 1,880,656	$ 1,970,077	$ 2,065,985	$ 2,157,542	$ 2,264,931
Direct rate	0.11571%	0.11578%	0.11578%	0.11821%	0.11848%

Source: HdL Coren and Cone, Orange County Assessor Tax Rate Table

CITY OF LOS ALAMITOS
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(amounts expressed in thousands)

Fiscal Year Ended June 30	Secured	Unsecured	Less: Exemptions (1)	Taxable Assessed Value (2)	Total Direct Tax Rate
2011	1,460,551	155,295	-	1,615,846	0.117
2012	1,466,210	138,185	-	1,604,395	0.117
2013	1,504,137	134,342	-	1,638,479	0.117
2014	1,549,169	119,933	-	1,788,647	0.117
2015	1,632,107	143,801	-	1,775,908	0.117
2016	1,742,048	138,386	-	1,880,434	0.116
2017	1,806,377	154,478	-	1,960,855	0.116
2018	1,902,022	163,742	-	2,065,764	0.116
2019	1,995,314	161,257	-	2,156,571	0.116
2020	2,099,452	164,509	-	2,263,961	0.116

(1) Exemptions are netted against the individual property categories.

(2) Total includes Nonunitary Taxable Assessed Values.

Note:
In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: HdL Coren and Cone, Orange County Assessor Combined Tax Rolls

CITY OF LOS ALAMITOS
Direct and Overlapping Property Tax Rates
(Rate per $100 of assessed value)
Last Ten Fiscal Years

	2011	2012	2013	2014	2015
City Direct Rate	0.117	0.117	0.117	0.117	0.117
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.144	0.144	0.144	0.144	0.144
Los Alamitos Unified General Fund	0.412	0.412	0.412	0.412	0.411
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks Csa	0.013	0.013	0.013	0.013	0.013
Orange County Library District General Fund	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transportation Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	0.006	0.006	0.006	0.006
Orange County Water District reserve	0.000	0.000	0.000	0.000	0.001
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	1.000	1.000	1.000	1.000	1.000
Anaheim High School District	0.027	0.027	0.029	0.026	0.024
Cypress Elementary	0.026	0.015	0.025	0.027	0.023
Garden Grove Unified School District	0.033	0.025	0.031	0.037	0.041
Los Alamitos Sfid	0.033	0.036	0.042	0.056	0.048
Metropolitan Water District	0.004	0.004	0.004	0.003	0.004
N. Orange County Community College	0.017	0.017	0.019	0.017	0.017
Total Voter Approved tax Rate	0.141	0.124	0.150	0.166	0.157
Total Tax Rate	1.141	1.124	1.150	1.166	1.157

Source: HdL Coren and Cone, Orange County Assessor 2010/2011 - 2019/2020 Tax Rate Table

CITY OF LOS ALAMITOS
Direct and Overlapping Property Tax Rates
(Rate per $100 of assessed value)
Last Ten Fiscal Years

	2016	2017	2018	2019	2020
City Direct Rate	0.116	0.116	0.116	0.116	0.116
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.145	0.145	0.145	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.412	0.412	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks Csa	0.013	0.013	0.013	0.013	0.013
Orange County Library District General Fund	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transportation Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	0.006	0.006	0.006	0.006
Orange County Water District reserve	0.000	0.000	0.000	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	1.000	1.000	1.000	1.000	1.000
Anaheim High School District	0.049	0.043	0.022	0.042	0.040
Cypress Elementary	0.025	0.024	0.031	0.030	0.030
Garden Grove Unified School District	0.047	0.045	0.075	0.068	0.069
Los Alamitos Sfid	0.052	0.048	0.047	0.049	0.080
Metropolitan Water District	0.004	0.004	0.004	0.004	0.004
N. Orange County Community College	0.030	0.029	0.029	0.028	0.024
Total Voter Approved tax Rate	0.207	0.192	0.207	0.221	0.247
Total Tax Rate	1.207	1.192	1.207	1.220	1.247

Source: HdL Coren and Cone, Orange County Assessor 2010/2011 - 2019/2020 Tax Rate Table

CITY OF LOS ALAMITOS
Principal Property Tax Payers
Current Year and Ten Years Ago
(amounts expressed in thousands)

	2020		2011	
	Taxable Assessed Value	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Los Alamitos Medical Center	$ 137,420	6.067%	$ 67,957	4.205%
Los Alamitos Corporation Center JV	54,889	2.423%	52,798	3.267%
Trend Offset Printing Inc.	45,581	2.012%	46,668	2.888%
Don Wilson Staples LLC	38,044	1.680%	29,522	1.827%
Bar Bakers LLC	24,612	1.087%		
CGM Katella LLC	19,643	0.867%		
JCB Inc Tinicum Corporation	19,100	0.843%	16,415	1.016%
Ganahl Lumber Company	17,400	0.768%	13,211	0.817%
Bayport Los Alamitos Associates LP	13,911	0.614%	12,022	0.744%
Katella Property Owner LLC	13,462	0.594%		
Davenport KCC Partners LLC			14,548	0.900%
Arrowhead Products Corporation			11,029	0.682%
ESS WCOT Owner LLC			10,290	0.637%
Top Ten Totals	$ 384,062	16.957%	$ 274,460	16.983%
City Totals	$ 2,264,931		$ 1,616,068	

Source: HdL Coren and Cone, Orange County Assessor 2010/11 and 2019/20 Tax Rolls

CITY OF LOS ALAMITOS
Property Tax Levies and Collections
Last Ten Fiscal Years
(amounts expressed in thousands)

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections for Prior Years (1)	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2011	1,706,675	1,656,579	97.065%	37,679	1,694,258	99.272%
2012	1,863,810	1,776,861	95.335%	36,779	1,813,640	97.308%
2013	2,013,958	1,959,000	97.271%	24,090	1,983,090	98.467%
2014	2,010,346	1,981,110	98.546%	24,524	2,005,634	99.766%
2015	2,130,906	2,081,181	97.666%	19,659	2,100,840	98.589%
2016	2,261,032	2,220,841	98.222%	18,519	2,239,360	99.041%
2017	2,347,295	2,314,148	98.588%	17,812	2,331,960	99.347%
2018	2,457,342	2,440,391	99.310%	16,019	2,456,410	99.962%
2019	2,679,049	2,629,318	98.144%	16,951	2,646,269	98.776%
2020	2,786,377	2,742,208	98.415%	21,973	2,764,181	99.203%

(1) Total amount of delinquent taxes collected in each fiscal year; information regarding levy year to which delinquent tax collections pertain is not provided by the Orange County Auditor- Controller.

Source: Orange County Auditor - Controller

CITY OF LOS ALAMITOS
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(amounts expressed in thousands, except per capita)

	Governmental Activities				
Fiscal Year	Certificates of Participation	Capital Lease	Total Primary Government	Debt as a Percentage of Personal Income[1]	Debt Per Capita[1]
2011	$ 3,175	-	$ 3,175	0.789%	$258.76
2012	$ 3,110	-	$ 3,110	0.743%	$269.10
2013	$ 3,055	-	$ 3,055	0.693%	$262.77
2014	$ 2,970	-	$ 2,970	0.668%	$253.22
2015	$ 2,895	-	$ 2,895	0.662%	$246.91
2016	$ 3,685	-	$ 3,685	0.874%	$313.94
2017	$ 3,615	270	$ 3,885	0.912%	$330.95
2018	$ 3,545	204	$ 3,749	0.871%	$319.36
2019	$ 3,475	137	$ 3,612	0.869%	$308.16
2020	$ 3,400	69	$ 3,469	0.782%	$332.81

[1] Ratio is calculated using personal income and population data for the prior calendar year.

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Direct and Overlapping Governmental Activity Debt
As of June 30, 2020
(amounts expressed in thousands)

2019-2020 Taxable Assessed Valuation: $ 2,264,507

		Total Debt 6/30/2020	Percent Applicable to City (1)		City's Share of Debt 6/30/2020
DIRECT DEBT					
Vehicle Lease Debt	$	69	100.000%		69
Bonded Debt		3,400	100.000%		3,400
TOTAL DIRECT DEBT				$	3,469
OVERLAPPING DEBT:					
Anaheim High 2002 Bond Series 2003	$	17,774	0.072%	$	13
N.OC Community College 2002 Bond Series #2003B		32,638	1.671%		545
Anaheim High 2002 Bond Series 2002A		40,310	0.072%		29
N.OC Community College 2002 Bond 2005 Refunding		62,724	1.671%		1,048
Los Alamitos SFID #1 2008 Series 2009		24,710	22.618%		5,589
Cypress Elementary 2008 Bond Series A		13,724	0.476%		65
Garden Grove USD 2010 Series A&B		1,392	0.008%		0
Los Alamitos SFID #1 2008 Series 2010		2,000	22.618%		452
Los Alamitos SFID #1 2008 Series 2010C		2,000	22.618%		452
Garden Grove USD 2010 Series B		114,770	0.008%		9
Los Alamitos SFID #1 208 Series D		19,000	22.618%		4,297
Cypress Elementary 2008 Bond, Series B1 & B2		22,326	0.476%		106
Los Alamitos SFID #1 208 Series E		56,155	22.618%		12,701
Garden Grove USD 2010 Series C		133,805	0.008%		11
Anaheim High 2014 Bond Series 2015		47,045	0.072%		34
N.OC Community College 2014 Bond Series A		36,222	1.671%		605
Garden Grove USD 2016 Series 2017		78,290	0.008%		6
Anaheim High 2018 Bond Series 2014		4,510	0.072%		3
Garden Grove USD 2016 Series 2019		75,000	0.008%		6
Los Alamitos SFID #1 208 Series A		37,500	22.618%		8,482
Los Alamitos SFID #1 208 Series F		12,500	22.618%		2,827
N.OC Community College 2014 Bond Series B		146,470	1.671%		2,448
Anaheim High 2018 Bond Series 2019		6,000	0.072%		4
Metropolitan Water District		7,541	0.409%	$	31
TOTAL OVERLAPPING DEBT					39,765
TOTAL DIRECT & OVERLAPPING DEBT				$	43,234

(1) Percentage of overlapping agency's assessed valuation located within the boundaries of the City.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Ratios to Assessed Valuation:

Total Direct Debt... 0.15%
Overlapping Debt.. 1.76%
Net Combined Total Debt... 1.91%

Source - HdL Coren & Cone, Orange County Assossor and Auditor Combined 2019/20 Lien Date Tax Rolls

CITY OF LOS ALAMITOS
Legal Debt Margin Information
Last Ten Fiscal Years

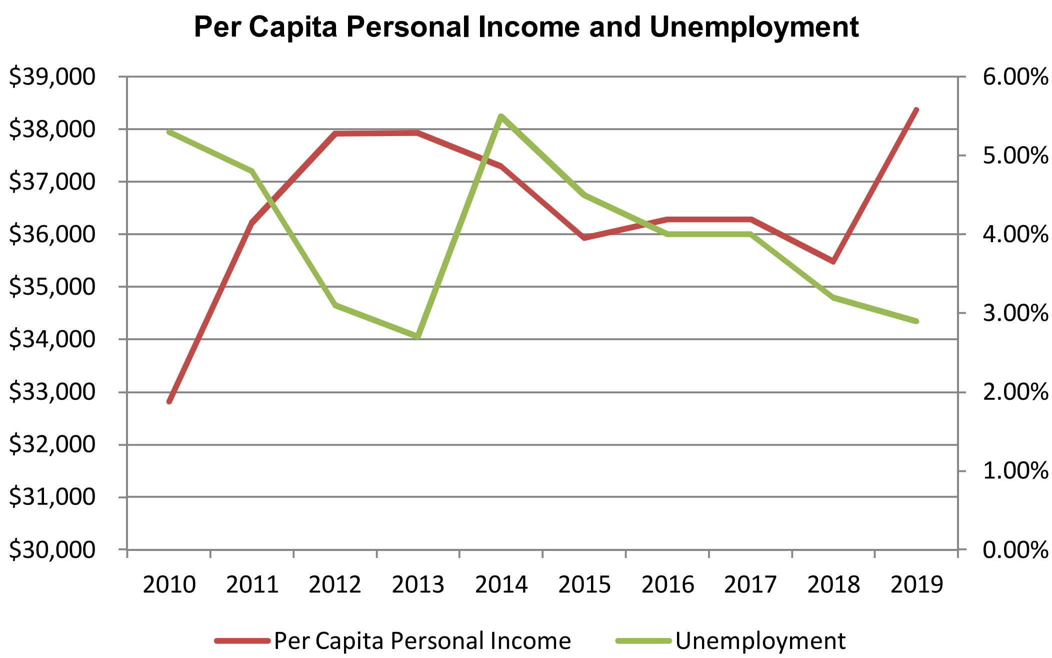
Legal Debt Margin Calculation for the Current Year		
Assessed value	$	2,264,931,009
Debt limit (15% of assessed value)		339,739,651
Debt applicable to limit		0
Legal debt margin - Current Year	$	339,739,651

Fiscal Year	Debt Limit	Debt Applicable to Limit	Legal Debt Margin	Debt as Percentage of Limit
2011	242,410,136	0	238,450,720	0
2012	240,628,038	0	240,628,038	0
2013	245,805,113	0	245,805,113	0
2014	250,398,597	0	250,398,597	0
2015	266,419,511	0	266,419,511	0
2016	282,098,369	0	282,098,369	0
2017	294,161,529	0	294,161,529	0
2018	309,897,790	0	309,897,790	0
2019	323,585,613	3,612,467	319,973,146	1.12%
2020	343,305,168	3,565,517	339,739,651	1.04%

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Demographic and Economic Statistics
Last Ten Calendar Years

Calendar Year	Population	Personal Income (in thousands)	Per Capita Personal Income	Unemployment Rate
2010	12,270	402,640	32,815	5.30%
2011	11,557	418,606	36,221	4.80%
2012	11,626	440,823	37,917	3.10%
2013	11,729	444,811	37,924	2.70%
2014	11,725	437,214	37,289	5.50%
2015	11,738	421,786	35,933	4.50%
2016	11,739	425,943	36,284	4.00%
2017	11,863	430,396	36,280	4.00%
2018	11,721	415,852	35,479	3.20%
2019	11,567	443,756	38,363	2.90%



Sources: Population: California State Department of Finance
Unemployment Rate: California Employment Development Department
Personal Income and Per Capita Income: ESRI

CITY OF LOS ALAMITOS
Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Function/Program	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Government											
City Council	5	5	5	5	5	5	5	5	5	5	5
Administration	9	8	8	8	8	8	8	8	8	8	6
Community Development											
Administration	2	2	2	1	1	1	1	1	1	1	1
Planning	1	1	1	1	1	1	1	1	1	1	1
Code Enforcement	1	1	1	1	1	1	1	1	1	1	1
Police											
Administration	4	4	4	4	4	4	4	4	4	4	4
Patrol	18	19	19	19	19	19	19	19	18	18	13
Investigation	3	3	3	3	3	3	3	3	3	3	3
Records	2	2	2	2	2	2	2	2	2	2	2
Crossing Guards	2	2	2	3	3	3	3	1	1	1	1
Other PD Support	2	2	2	2	2	2	2	2	2	2	2
Public Works											
Admin/Engineering	2	1	1	1	1	1	1	1	1	1	1
Maintenance	11	10	10	10	10	10	10	10	9	9	7
Mechanic	1	1	1	1	1	1	1	1	0	0	0
Recreation & Community Services											
Administration	4	4	4	5	5	5	5	5	4	4	4
Recreation/Cultural	19	18	17	15	15	15	15	14	11	11	11

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	2011	2012	2013	2014	2015
Community Development					
Number of:					
Business licenses	1,921	2,048	1,964	2,089	2,227
Plan checks	105	119	141	110	95
NPDES inspections	240	152	126	57	104
Code violations	402	352	97	147	121
Police					
Number of:					
Part 1 crimes	347	356	433	330	299
Parking violations	2,389	1,893	1,532	1,766	3,283
Traffic (moving) violations	1,810	1,877	2,177	2,354	1,786
Incident & crime reports	1,320	1,356	1,361	1,293	1,381
Public Works					
Square yd of street resurfacing/repair	2,500	11,600	38,800	20,000	15,000
Miles of street sweeping	33	33	33	33	33
Number of:					
Street signal maintained	24	24	24	25	25
Trees pruned per year	500	1,230	632	620	615
Square feet graffiti removal	1,700	1,625	1,650	1,550	1,245
Recreation & Community Services					
Total in attendance:					
Aquatics	215,000	225,000	230,000	232,000	235,000
Community Services/Seniors	9,500	9,700	9,800	10,500	10,500
Day Camp	2,500	2,500	2,600	2,800	2,900
Park Program	1,100	1,250	1,400	2,600	4,385
Sports	N/A	N/A	N/A	N/A	N/A
Classes	6,600	6,400	6,400	6,300	6,900
Special Events	36,000	37,900	40,000	41,470	34,200

NA - Not Available

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	2016	2017	2018	2019	2020
Community Development					
Number of:					
Business licenses	2,169	2,068	2,153	1,806	2,046
Plan checks	96	93	108	98	74
NPDES inspections	60	60	157	85	79
Code violations	267	267	483	420	451
Police					
Number of:					
Part 1 crimes	252	268	209	193	189
Parking violations	3,963	2,997	4,043	4,221	1,471
Traffic (moving) violations	1,473	2,885	1,430	1,114	342
Incident & crime reports	1,167	1,254	896	752	729
Public Works					
Square yd of street resurfacing/repair	-	-	-	-	-
Miles of street sweeping	33	33	33	33	33
Number of:					
Street signal maintained	25	25	25	25	21
Trees pruned per year	991	991	991	991	995
Square feet graffiti removal	1,205	1,205	1,205	1,205	900
Recreation & Community Services					
Total in attendance:					
Aquatics	163,000	0	0	0	0
Community Services/Seniors	13,180	14,000	14,100	18,390	17,040
Day Camp	2,800	3,000	4,040	3,500	3,200
Park Program	4,262	4,140	4,040	3,000	2,400
Sports	35,500	30,000	30,500	28,234	14,970
Classes	8,900	8,900	8,800	10,300	9,960
Special Events	30,475	34,820	35,000	38,225	31,600

NA - Not Available

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

Function/Program	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Community Develoment										
Code enforcement vehicles	1	1	1	1	1	1	1	1	1	1
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Vehicles	8	7	7	7	7	7	8	8	8	8
Other Vehicles	9	8	8	9	9	9	9	9	9	9
Public Works										
Streets (Miles)	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9
Street lights	910	910	910	911	911	911	911	911	911	911
Traffic signals	24	24	24	25	25	25	25	25	25	25
Public works vehicles	12	13	13	13	13	13	13	11	11	11
Recreation & Community Services										
Youth centers	1	1	1	1	1	1	1	1	1	1
Community centers	1	1	1	1	1	1	1	1	1	1
Parks	9	9	9	9	9	9	9	9	9	9
Community service vehicles	2	2	2	2	2	2	2	3	3	3

Source: City of Los Alamitos, Administrative Services Department

This page intentionally left blank.

Attachment 2

CITY OF LOS ALAMITOS
Los Alamitos, California

Report on Communication
With Those Charged with Governance

June 30, 2020

GRUBER and associates

An Independent CPA Firm

CITY OF LOS ALAMITOS
Los Alamitos, California

Report On Communication
With Those Charged With Governance

June 30, 2020

INDEX

City of Los Alamitos
Los Alamitos, California

To the Honorable Mayor and City Council:

We have audited the financial statements of the government activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California (City) for the year ended June 30, 2020, and have issued our report thereon dated November 28, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards,* as well as certain information related to the contract dated June 30, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practice

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. There were no new accounting standards that were required to be adopted in fiscal year 2020 that were applicable. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Management's estimate of capitalizing certain infrastructure assets that prolong its' useful life (as opposed to classifying as routine maintenance expense) and depreciation expense on capital assets. We have evaluated the key factors and assumptions used to estimate the capitalization of infrastructure assets and useful lives on depreciation expense in determining that they are reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net pension liability and net OPEB liability and their allocation to various funds. We have evaluated the key factors and assumptions used to estimate the net pension liability and its allocation to various funds of the City in determining that they are reasonable in relation to the financial statements taken as a whole.

438 Old Newport Blvd, Newport Beach, CA 92663
Phone (949) 346-2900 – Fax (714) 901-0024 – www.gruber-inc.com

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

- The disclosure of Contingencies in Note 13 to the financial statements concerning potential claims against the City for possible disallowed costs or noncompliance with certain grantor restrictions. As of the date of this letter, Management is not aware of any disallowed costs or noncompliance with grantor restrictions.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted a few significant adjustments as a result of audit procedures which have been attached as Exhibit B.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 28, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Los Alamitos’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

City of Los Alamitos
Honorable Mayor and City Council

We also became aware of matters that are opportunities for strengthening internal controls and operating efficiency. This letter does not affect our report dated November 28, 2020, on the financial statements of the City. Our comments are summarized in the attached Exhibit A. We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various City personnel, and we will be pleased to discuss these comments in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

Other Matters

We applied certain limited procedures to management's discussion and analysis, schedules of pension plan contributions and proportionate share of pension liability, and budgetary comparison information, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information as described in the table of contents in the financial statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section or statistical section, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This report is intended solely for the information and use of the City Council and management, and is not intended to be and should not be used by anyone other than these specified parties.

DAVID L. GRUBER AND ASSOCIATES, INC.
David L. Gruber and Associates, Inc.

Newport Beach, California
November 28, 2020

EXHIBIT A

GENERAL RECOMMENDATIONS

2020-1 Statement on Auditing Standards (SAS) No. 122, AU-C 265

Statement on Auditing Standards (SAS) No. 122, AU-C 265 Communicating Internal Control Matters Identified in an Audit (formerly SAS No. 115) provides examples of conditions and events that may indicate the existence of risk of material misstatement. Paragraph .A11 of the standard requires that the auditor include in his or her report of deficiencies, such as material adjustments, detected by the audit process. Although the matters discussed below were not deemed to be significant deficiencies or material weaknesses for fiscal year 2020, they may meet these definitions in subsequent years if they continue to go uncorrected.

There were a few adjustments for the year ended June 30, 2020 that were discovered by us through the audit process which were disclosed in Exhibit B. It should be noted that during the fiscal year ended June 30, 2020, there was significant turnover in the City's finance department which may be the reason for such adjustments. Such significant adjustments included the areas of cash and investments, accounts payable and accounts receivable, capital assets and related depreciation, and claims payable.

Recommendation: Adjustments should be reflected in the accounting records prior to the start of the audit in order to make audit fieldwork as efficient as possible.

Management's Response: Management agrees with the auditor's recommendation.

2020-2 Cash and Investments Reconciliation

During our testwork over cash and investments, we noted that for each of the twelve months there were variances on cash and investments reconciliations which resulted in an adjustment to cash at year end. We further noted that the June 30, 2020 Treasurer's report listed $750,000 of government agency securities, however, these securities were cash out before fiscal year end. Sound internal controls dictate that cash and investments be reconciled at the end of each month with little or no variances, and that the monthly Treasurer's report accurately disclose the correct investment instruments.

Recommendations: We recommend that the City investigate any variances on the cash and investment reconciliation. We further recommend that the Treasurer's report disclose the accurate investment instruments that the City holds.

Management's Response: Management agrees with the auditor's recommendation.

EXHIBIT A

GENERAL RECOMMENDATIONS

2020-3 Controls Over Cash Disbursements

During our testwork over cash disbursements, we noted that person who prepares purchase orders and prints checks has access to the blank check stock. Sound internal controls dictate that these duties be segregated.

Recommendations: We recommend that someone other than the person who prepares purchase orders and prints checks be in charge of the blank check stock. This person should also be in charge of the check log and ensure that checks are all in numeric sequence.

Management's Response: Management agrees with the auditor's recommendation. This change has been implemented.

2020-4 Budget to Actual Reports Provided to City Council

During our review of internal controls, we noted that City Council is not always provided with budget to actual reports. Budget to actual reports provide management and those charged with governance the information necessary for key decision making to ensure the City is on track with the adopted budget.

Recommendations: We recommend that Finance provide City Council with budget to actual reports at least quarterly.

Management's Response: Management agrees with the auditor's recommendation and will incorporate additional reporting budget to actual information.

Los Alamitos
Proposed AJEs
6/30/2020

EXHIBIT B

	Account name	Acct#	wp ref	DR	CR
1	Accumlated depr	50-1325	64.2	27,262.00	
	Gain/loss disposal of asset	50-4831		15,403.00	
	Depr exp	50-546-5285	64.2		5,838.00
	Vehicles	50-1305	64.2		36,827.00
	To record the write off of Garage assets below $5,000 per Los Al purchasing policy.				
2	City Engineer	10-548-5260	71.1b	4,080.00	
	Plan Checking	10-548-5268	71.1b	10,255.50	
	Greenbrook st	26-570-5501.1932	71.1b	37.50	
	Noel St improv-CDBG	19-570-5501.2003	71.1b	1,620.00	
	Noel St improv-Gas tx	20-570-5501.2003	71.1b	180.00	
	Fenely Pump Station	25-570-5503.1915	71.1b	2,751.00	
	Community Center roof	52-570-5503-1941	71.1b	69.00	
	Property Ins	54-561-5221	71.1a	13,936.00	
	Accounts payable	10-2000	71.1b		14,335.50
	Accounts payable	26-2000	71.1b		37.50
	Accounts payable	19-2000	71.1b		1,620.00
	Accounts payable	20-2000	71.1b		180.00
	Accounts payable	25-2000	71.1b		2,751.00
	Accounts payable	52-2000	71.1b		69.00
	Accounts payable	54-2000	71.1a		13,936.00
	To accrue AP paid in July -Sept but that was for expenses in FY 19/20.				
3	CLAIM ON CASH	10-1000		3,874.83	
	UNALLOCATED INTEREST	10-2004			24,030.04
	INVESTMENT EARNINGS	10-4620		20,155.21	
	CLAIM ON CASH	20-1000			693.59
	INVESTMENT EARNINGS	20-4620		693.59	
	CLAIM ON CASH	21-1000			54.75
	INVESTMENT EARNINGS	21-4620		54.75	
	CLAIM ON CASH	22-1000			286.25
	INVESTMENT EARNINGS	22-4620		286.25	
	CLAIM ON CASH	23-1000			229.90
	INVESTMENT EARNINGS	23-4620		229.90	
	CLAIM ON CASH	24-1000			15.20
	INVESTMENT EARNINGS	24-4620		15.20	
	CLAIM ON CASH	25-1000			286.97
	INVESTMENT EARNINGS	25-4620		286.97	
	CLAIM ON CASH	26-1000			682.89
	INVESTMENT EARNINGS	26-4620		682.89	
	CLAIM ON CASH	27-1000			145.40
	INVESTMENT EARNINGS	27-4620		145.40	
	CLAIM ON CASH	28-1000			165.81
	INVESTMENT EARNINGS	28-4620		165.81	
	CLAIM ON CASH	29-1000			82.46
	INVESTMENT EARNINGS	29-4620		82.46	
	CLAIM ON CASH	40-1000			809.31
	INVESTMENT EARNINGS	40-4620		809.31	
	CLAIM ON CASH	42-1000			0.26
	INVESTMENT EARNINGS	42-4620		0.26	
	CLAIM ON CASH	44-1000			422.04
	INVESTMENT EARNINGS	44-4620		422.04	
	To correct clients entry on year-end investment income.			27,904.87	27,904.87

				DR	CR
4	CLAIM ON CASH	10-1000			10,956.45
	UNALLOCATED INTEREST	10-2004		24,030.04	
	INVESTMENT EARNINGS	10-4620			13,073.59
	CLAIM ON CASH	20-1000			201.27
	INVESTMENT EARNINGS	20-4620		201.27	
	CLAIM ON CASH	21-1000		55.66	
	INVESTMENT EARNINGS	21-4620			55.66
	CLAIM ON CASH	22-1000		720.27	
	INVESTMENT EARNINGS	22-4620			720.27
	CLAIM ON CASH	23-1000		714.61	
	INVESTMENT EARNINGS	23-4620			714.61
	CLAIM ON CASH	24-1000		42.72	
	INVESTMENT EARNINGS	24-4620			42.72
	CLAIM ON CASH	25-1000		1,307.57	
	INVESTMENT EARNINGS	25-4620			1,307.57
	CLAIM ON CASH	26-1000		2,130.85	
	INVESTMENT EARNINGS	26-4620			2,130.85
	CLAIM ON CASH	27-1000		132.42	
	INVESTMENT EARNINGS	27-4620			132.42
	CLAIM ON CASH	28-1000		436.22	
	INVESTMENT EARNINGS	28-4620			436.22
	CLAIM ON CASH	29-1000		340.03	
	INVESTMENT EARNINGS	29-4620			340.03
	CLAIM ON CASH	40-1000		4,039.55	
	INVESTMENT EARNINGS	40-4620			4,039.55
	CLAIM ON CASH	42-1000		0.75	
	INVESTMENT EARNINGS	42-4620			0.75
	CLAIM ON CASH	44-1000		1,237.07	
	INVESTMENT EARNINGS	44-4620			1,237.07
	To clean out unallocated interest on year-end investments.			35,389.03	35,389.03
5	Cares act exp	55-1-500	71.3	15,000.00	
	Cares act reve	55-4899	71.3		15,000.00
	To reclass the cares act grant disbursement as a gross expense not a reduction of the grant revenue.				
6	W/C expense	54-561-5211		92,377.56	
	Claims payable - W/C	54-2710			92,377.56
	To adjust workers comp liabilty to the actuary.				

			DR	CR
7	CLAIM ON CASH	10-1000		2,637.21
	MISCELLANEOUS REVENUE	10-4899	2,637.21	
	CLAIM ON CASH	54-1000	96,065.69	
	WORKERS COMP CLAIMS	54-561-5211		96,065.69
	Entry to write off stale checks.		98,702.90	98,702.90
8	CLAIM ON CASH	10-1000		894.86
	DUE FROM FUND 20	10-1420	894.86	
	CLAIM ON CASH	20-1000	894.86	
	DUE TO FUND 10	20-2410		894.86
	Entry to eliminate negative cash.		1,789.72	1,789.72
9	GAS TAX - 2106	20-4306	3,432.19	
	GAS TAX - 2107	20-4307	6,570.40	
	GAS TAX - 2107.5	20-4308	3,000.00	
	GAS TAX - 2105	20-4309	4,789.71	
	GAS TAX - 2103	20-4322	7,254.88	
	Due from gov	20-1102		25,047.18
	To reverse accrual for GAS tax due to relating to FY 21.		25,047.18	25,047.18
10	Misc revenue	10-4899	48,669.90	
	Cash	10-1000		48,669.90
	To adjust cash and investments to reconcile GL.			
11	DEPRECIATION - EQUIPMENT	52-1321		7,430.00
	DEPRECIATION EXPENSE	52-570-5285	7,430.00	
	Entry to record depreciation.		7,430.00	7,430.00

GRUBER
and associates

An Independent CPA Firm

Honorable Mayor and City Council
City of Los Alamitos
Los Alamitos, California

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Los Alamitos, California as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise City of Los Alamitos's basic financial statements, and have issued our report thereon dated November 28, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Los Alamitos's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Los Alamitos's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Los Alamitos's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

438 Old Newport Blvd, Newport Beach, CA 92663
Phone (949) 346-2900 – Fax (714) 901-0024 – www.gruber-inc.com

Honorable Mayor and City Council
City of Los Alamitos
Page Two

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Los Alamitos's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

David L. Gruber and Associates, Inc.

David L. Gruber and Associates, Inc.

Newport Beach, California
November 28, 2020

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

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

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

Presented By: **Chet Simmons, City Manager**

Subject: **Adoption of the Legislative Platform for 2021**

SUMMARY

The Legislative Action Plan identifies the City's Legislative Platform for 2021 and provides program procedures for the City to effectively participate in the legislative process.

RECOMMENDATION

Adopt Resolution 2021-21, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE 2021 LEGISLATIVE PLATFORM."

BACKGROUND

Legislative advocacy provides a useful service in the success of the City's goals and objectives. The Legislative Action Plan consists of Legislative Program Procedures and the Legislative Platform for 2021. The Program Procedure develops a framework and reference guide for legislative positions and objectives that provides advocacy and engagement guidelines for the City Council and Staff.

The Legislative Action Plan identifies the need for the City Council to adopt legislative positions each year in preparation to engage in the legislative session at the County/Regional, State, and Federal level. Council last discussed and adopted the Legislative Platform at its January 21, 2020 meeting.

DISCUSSION

The City of Los Alamitos recognizes the importance of protecting the City's interests in the local, state and federal legislative system. In order to efficiently participate in the legislative process, on behalf of the citizens of Los Alamitos, the City has established a Legislative Platform for 2021. The general philosophy of the legislative platform is to protect local control; oppose unfunded mandates; promote economic development and partnerships; and, to protect, stabilize and increase the City's revenue sources.

Specifically, the platform identifies legislative priorities in the areas of Economic Development; Community and Housing; Environmental Quality; Public Safety & Homeland Security; Revenue and Taxation; Transportation and Infrastructure; Partnership with the Joint Forces Training Base; Public Employment; and Parks and Open Space. Platforms are identified at the County/Regional, State, and Federal levels.

In developing the legislative platform, consideration was given to the platforms adopted by the League of California Cities. Per the Legislative Platform guidelines, this item is being brought forward for City Council approval. The City Manager and Department Directors will be monitoring legislation and providing periodic reports to Council.

FISCAL IMPACT

There are minimal, indirect costs associated with adopting this resolution, mainly the staff time required to monitor and track legislation and implement the plan.

Submitted and Approved by: Chet Simmons, City Manager

Attachment: *1. Resolution 2021-21*

RESOLUTION NO. 2021-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE 2021 LEGISLATIVE PLATFORM

WHEREAS, the Legislative Action Plan consists of Legislative Program Procedures and the Legislative Platform for 2021; and,

WHEREAS, the Program Procedure develops a framework and reference guide for legislative positions and objectives that provides advocacy and engagement guidelines for the City Council and Staff; and,

WHEREAS, the City of Los Alamitos recognizes the importance of protecting the City's interest in the local, state and federal legislative system; and,

WHEREAS, in order to efficiently participate in the legislative process, on behalf of the citizens of Los Alamitos, the City has established the 2021 Legislative Platform; and,

WHEREAS, the general philosophy of the legislative program is to protect local control; actively oppose legislation and ballot initiatives that threaten the public's safety; oppose unfunded mandates; promote economic development and partnerships; and, to protect, stabilize and increase the City's revenue sources.

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

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

SECTION 2. The City Council hereby approves the attached 2021 Legislative Platform (Exhibit A).

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

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

____
Mark A. Chirco, Mayor

ATTEST:

____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

____
Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, California, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council held on the 19th day of January, 2021, by the following vote to wit:

AYES: COUNCILMEMBERS:

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

____
Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS

2021 LEGISLATIVE ACTION PLAN AND PLATFORM

Mark A. Chirco, Mayor
Shelley Hasselbrink, Mayor Pro Tem
Ron Bates, Council Member
Tanya Doby, Council Member
Jordan Nefulda, Council Member

Chet Simmons, City Manager

LEGISLATIVE PROGRAM PROCEDURES

Program Overview – Adopted annually by the City Council, the City's Legislative Program Procedures consists of a framework and reference guide for legislative positions and objectives that provide direction for the City Council and Staff.

I. CITY COUNCIL

Council Direction – The primary role of the City Council is to set legislative and fiscal policy for the City. As the elected legislative body the Council is given charge to make policy decisions for the City of Los Alamitos.

The City Council understands that legislative advocacy provides a useful service in the success of the City's goals and objectives. Therefore, the dedication of budget dollars for legislative advocates will be considered by the Council either annually during the budget process; at mid-year budget review of each year; or, on a case-by-case basis for specific legislative needs.

City Council Responsibilities in the Legislative Process – The City Council sets the City's legislative priorities and is responsible for building coalitions of support/opposition; setting legislative policy; participating in meeting with legislators, local officials and Staff; and preparing and presenting testimony on behalf of the City before the state and federal government.

II. CITY MANAGER/LEGISLATIVE AFFAIRS

City Manager Overview – The City Manager serves as an independent legislative analyst to the City Council. The City Manager advises the Council as to how best represent the City's interest in Sacramento and Washington DC. Department Staff serves under the policy direction of the Council but reports to the City Manager. The City Manager has the authority to send legislative letters and to take other appropriate legislative action on issues that are consistent with the Council's adopted platform.

Development of Recommendations on Non Adopted Issues - In the event that a legislative issue should arise that has not been addressed by the Council, the City Manager will conduct preliminary analysis and provide legislative action recommendations for the City Council.

Legislative Tracking – The City Manager has the primary responsibility to identify and track legislation that has the potential to impact the City and works to impact the legislative process by administering the City's legislative affairs program in collaboration with the various City departments.

Throughout the legislative session, the City Manager with input from the City Council, the California League of Cities, and City Department staff will identify significant legislation and will continually monitor the status and language of each bill. The Legislative Tracking Report will identify the status of each of these bills as well as the bill number, a brief bill summary, the location of the bill, bill author, and any action that the City has taken on the bill.

Legislative Advocacy – The City Manager will assist Council Members to prepare for providing advocacy and to ensure that information provided by City Departments is accurate.

A member of the City Council, the City Manager or designee, City Legislative Advocates, and Council authorized Staff are the only individuals authorized to testify on legislative issues. Such testimony will be aligned with the Council's position on a specific bill and Council priority guidelines.

Written correspondence by individual Council Members on legislative items not adopted by the City Council may be transmitted if the correspondence identifies that it is a position of an individual citizen as opposed to an official position of the City of Los Alamitos. All adopted legislative positions are either included in this policy document or in the official City Council minutes for special legislative efforts.

Associations and Coalitions – The City Manager will work to establish coalitions with other legislative units on legislative issues that are of interest to the City Council.

Updates, Services & Reports – The City Manager will coordinate the development of the Legislative Tracking Report and will provide a legislative summary at the end of each legislative session. In addition, analysis and special reports will be prepared by request on major legislative subject areas.

III. LEGISLATIVE ADVOCATES

Annually, the City Council adopts legislative positions cooperatively developed for the upcoming legislative session for the City Council and staff to advocate on behalf of the City.

IV. CITY ATTORNEY

The City Attorney advises the City Manager and City Departments on the legal aspects of legislative matters impacting the City. The City Attorney advises the City Manager on procedural matters pertaining to the Brown Act and reviews proposed legislation submitted by the City.

V. CITY DEPARTMENTS

The City Manager oversees legislative communication between the Council and City Departments. As part of the City's legislative process, the Executive Management Team works to assist in identifying legislative priorities to be included in the City's legislative platform.

Written Legislative Correspondence Policy for City Departments – City Departments shall make the City Council aware of all legislative actions they intend to take through communication with the City Manager. City Departments may only send legislative correspondence on issues that are consistent with City Council's policy and legislative platform. Written legislative correspondence shall be approved by the City Manager.

City Departments will alert the City Manager of critical legislation introduced in Sacramento or Washington DC that will impact their department.

Written legislative correspondence on behalf of the City to elected officials at the federal, state or local level shall be routed through the City Manager for review prior to obtaining the signature of the Mayor or appropriate City Council Member.

Seeking City Sponsored Legislation – If a City Department would like the City to sponsor a legislative proposal, the City Department will contact the City Manger and ask that their proposal be considered by the City Council.

Seeking City Action on a Bill – If a City Department would like the Council to consider action on a legislative issue, they will contact the City Manager.

LEGISLATIVE PLATFORM 2021

The City of Los Alamitos recognizes the importance of protecting the City's interest in the local, state and federal legislative system. In order to efficiently participate in the legislative process, on behalf of the citizens of Los Alamitos, the City has established the Legislative Platform for 2021. The Legislative Platform is structured to assist the City of Los Alamitos to achieve the goals identified in the City of Los Alamitos' General Plan and Strategic Plan.

The platform identifies legislative priorities in the areas of Economic Development; Community and Housing; Environmental Quality; Public Safety & Homeland Security; Revenue and Taxation; Transportation and Infrastructure; Partnership with the Joint Forces Training Base; Public Employment; and Parks and Open Space. Platforms are identified at the County/Regional, State and Federal levels. In developing the legislative platform, consideration was given to the platforms adopted by the League of California Cities, the Orange County Division League of California Cities, the Orange County Transportation Authority, the California Park & Recreation Society, the County of Orange, and the Southern California Association of Governments (SCAG).

COUNTY/REGIONAL PLATFORM

Economic Development, Community and Housing

- Support and pursue funding for projects and services that improve the quality of life in Los Alamitos.

- Support local and regional economic development policies that provide for planned economic growth in the City.

- Support and pursue funds from economic development programs administered by the County of Orange on behalf of federal and state agencies.

Environmental Quality

- Support measures that maintain and enhance local decision making authority in the development and implementation of air quality attainment strategies.

- Support reasonable air quality efforts that emphasize the use of advance technologies for the use of alternative fuels and for the development of alternative fuel site infrastructure.

- Oppose Regional Water Quality Control Board mandates unless sufficient State and/or other funding is provided.

Public Safety & Homeland Security

- Support and pursue funding to increase public safety service levels in the City.
- Support increased funding for disaster preparedness, prevention, recovery and response for all hazard threats.
- Support local control over the administration of local programs and police personnel.
- Support efforts to increase penalties for Driving Under the Influence and resources for programs, which will assist in Driving Under the Influence of Drugs prevention efforts.
- Support increase funding that would change current laws or create laws that would further undermine law enforcement efforts to provide public safety and police accountability.

Revenue & Taxation

- Support legislation providing cities with the authority to annex land located within their sphere of influence as long as predetermined criteria or conditions are met.
- Support measures to achieve fair representation on county-wide and regional boards.
- Oppose measures that create or grant powers to sub-regional or regional bodies, which would result in an infringement on clearly local concerns.

Transportation & Infrastructure

- Support local City input on all regional land use and planning issues.
- Support increased transportation funds allocated to local jurisdictions for discretionary projects.
- Support local control over the administration of local programs.
- Oppose toll lanes on Orange County freeways funded with Measure M or Measure M2 Funds and any freeway that impacts the City of Los Alamitos.

Parks and Open Space

- Support measures that provide funding opportunities for rehabilitation, development and capital improvements for parks and open space.

STATE PLATFORM

Economic Development, Community and Housing

- Support legislation that provides incentives or grant opportunities for community improvements.

- Support efforts to require the State Legislature, public commissions, boards, councils and other public agencies of the state to conduct deliberations and meetings in strict accordance with the Brown Act.

- Support legislation to increase legal voter turnout.

- Oppose affordable housing production mandates without necessary funding to support said housing mandate.

- Oppose legislation deemed by the City to be “anti-business” and/or a “job killer.”

- Oppose efforts to decrease, restrict, eliminate, divert, supplant or otherwise restrict local autonomy of local revenues.

- Oppose legislation that does not recognize California’s diversity and the need for local government’s autonomy in addressing the problems and services of our residents.

- Oppose legislation that further limits the City’s authority and control of maintaining and administering its General Plan and/or Zoning Code.

Environmental Quality

- Support streamlined environmental processing for federal regulatory permits issued by the California Department of Transportation and various other state and federal agencies for the purpose of expediting public infrastructure developments.

- Support cooperation between the state and local jurisdictions on source reduction and recycling in order to meet solid waste reduction goals (AB 939).

- Support a statewide action plan for addressing water-related issues including availability, quality and reclamation.

- Oppose State Water Quality Control Board mandates unless they provide for State funding.

- Oppose the expansion of the State listing of endangered or threatened species without economic impact analyses and valid scientific data.

- Support legislation and funding that supports the implementation, construction and use of reclaimed water as an alternative water supply for irrigation, landscape and industrial purposes.

- Support revisions to the California Environmental Quality Act that modernize, simplify and streamline the Act.

Public Safety & Homeland Security

- Support statewide efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.

- Support and promote programs that enhance the benefits of mutual aid agreements between local governments.

- Support adequate financing of jails and criminal justice facilities. Address the need to devote equal time and energy to develop effective alternatives to incarceration, including early intervention of at-risk youth and counseling/rehabilitation programs.

- Oppose legislation that reduces local control over the administration of local programs.

Revenue & Taxation

- Support full cost reimbursement to the City for all federal, state and county- mandated programs.

- Support legislation that would reform the State's Worker's Compensation System in order to draw a balance between reasonable claimant benefits versus the increasing costs/corruption that has plagued the system to date.

- Oppose legislation that seeks to lessen the City's ability to enforce contractual language agreed to and contained within existing franchise documents.

- Oppose any legislation that diminishes or does not assure local franchise fees for all utility uses of City right-of-way.

- Oppose the state borrowing from local governments to finance budgetary deficits. For example, borrowing from the Public Employees' Retirement System (PERS).

- Oppose new or continuing unfunded mandates to the City.

- Oppose legislation that reduces local revenues.

- Support legislation that protects public employers against claims made under state law associated with the collection of “fair share fees” from public employees in the wake of the Supreme Court’s *Janus* decision.

Transportation and Infrastructure

- Support and pursue funding that specifically benefits the City of Los Alamitos’ transportation and public works projects.

- Support legislation that preserves municipal authority over the public right-of-way including fair and reasonable compensation for use of the right-of-way.

- Support legislation that promotes access to joint use of schools; parks and open space; development of streets and trails.

- Support efforts to ensure fair and equitable allocation of bond funds to all communities pursuant to either block grant formulas (per capita) or through existing competitive grant programs based on the greatest identified need or deficiencies in park land and programming.

- Oppose efforts that erode funding for vital community services that impact Californian’s access to parks; open space; after school programming; senior services; special use facilities that promote physical activity; protect natural resources; and strengthen safety and security.

- Oppose toll lanes on Orange County freeways funded with Measure M or Measure M2 Funds and any freeway that impacts the City of Los Alamitos.

Partnership with the Los Alamitos Joint Forces Training Base

- Support funding measures that maintain an equitable future for the City at the Joint Forces Training Base.

- Support and pursue funding and legislation that provides for shared use of services with the base.

Public Employment

- Support measures that would lessen the impact of CalPERS investment losses on employer rates.

- Continue to influence any efforts that may impact local government’s ability to achieve and/or maintain sustainable pensions.

- Support measures that put reasonable parameters over public pension plans to reduce future pension costs.

- Oppose measures that would mandate upon local governments any additional and costly program for employee benefits without local control.

Parks and Open Space

- Support measures that provide funding opportunities for rehabilitation, development and capital improvements for parks and open space.

FEDERAL PLATFORM

Economic Development, Community and Housing

- Support increased funding for the Community Development Block Grant (CDBG) program, which is critical in assisting urban and rural cities throughout California with creating jobs, providing affordable housing, eliminating blight and generating economic investment.

- Support any legislation that helps the Los Alamitos Unified School District.

Environmental Quality

- Support streamlined environmental processing for federal regulatory permits issued by the US Army Corp of Engineers, US Fish & Wildlife Service, Federal Highway Administration and various other state and federal agencies for the purpose of expediting public infrastructure projects.

- Support measures that provide for uniform water quality standards and prohibit individual states from imposing draconian standards upon cities without providing funding to pay for them.

Public Safety & Homeland Security

- Support increased funding for disaster preparedness, prevention, recovery and responses for all hazard threats.

Revenue & Taxation

- Support direct federal funding to cities, without matching requirements, to use in drug prevention, intervention and enforcement efforts.

- Support remitting state and local sales taxes, including tax revenue generated from purchases made on the Internet, by mail order and by catalog, to the state in which the purchaser is residing.

- Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, one of the few tools left for local governments to finance large capital projects.

Transportation and Infrastructure

- Support funding that specifically benefits the City of Los Alamitos' transportation and public works projects.

- Support legislation that promotes access to joint use of schools; parks and open space; development of streets and trails that encourage physical activity.

- Support efforts to ensure fair and equitable allocation of bond funds to all communities pursuant to either block grant formulas (per capita) or through existing competitive grant programs based on the greatest identified need or deficiencies in park land and programming.

- Support inclusive eligibility and participation of bond fund allocations to the maximum number of communities pursuant to either block grant formulas (per capita), through existing competitive grant programs or similar allocations mechanisms.

- Oppose efforts that erode funding for vital community services that impact Californian's access to parks; open space; after school programming; senior services; special use facilities that promote physical activity; protect natural resources; and strengthen safety and security.

Partnership with the Los Alamitos Joint Forces Training Base

- Support funding measures that maintain an equitable future for the City at the Joint Forces Training Base.

- Support and pursue funding and legislation that provides for shared use of services with the base.

Public Employment

- Support measures that put reasonable parameters over public pension plans to reduce future pension costs.

- Oppose measures that would mandate upon local governments any additional and costly program for employee benefits without local control.

- Support healthcare policy implementation efforts that do not have an adverse financial impact to the City.

- Support bill providing training and information on sexual harassment prevention.

Parks and Open Space

- Support measures that provide funding opportunities for rehabilitation, development and capital improvements for parks and open space.

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

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

To:	**Mayor Mark A. Chirco & Members of the City Council**
Via:	**Chet Simmons, City Manager**
Presented By:	**Ron Noda, Acting Deputy City Manager**
Subject:	**Award Contract for the Old Town West Traffic Calming Project - Phase 1 (CIP No. 20/21-01)**

SUMMARY

This report recommends award of a bid to begin construction of the Old Town West Traffic Calming Project – Phase 1 (CIP No. 20/21-01).

RECOMMENDATIONS

1. Award contract to PCI for the construction of the Old Town West Traffic Calming Project – Phase 1 (CIP No. 20/21-01); and,

2. Authorize the Mayor to execute the contract with PCI for the project; and,

3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or $3,469.10.

BACKGROUND

On August 5, 2019, the City received a petition signed by 98 residents on Walnut Street, Oak Street, and Chestnut Street and two postal carriers. In this area, there are approximately 600 residential units. Of the 98 signatures, 16 have the same last name and list the same address. Therefore, 82 residences are identified, which represents approximately 14% of the total residences.

The petition identifies concern with speeding vehicles who are not observing the posted stop signs. The petition is requesting the City to install speed bumps on the noted streets.

As a result of the petition, several actions have been taken by the City to address the concerns of the residents regarding speeding vehicles and various traffic measures were presented to the Traffic Commission.

- Staff presented the first speed survey to the Traffic Commission on October 9, 2019, which concluded that there was no significant speeding impact.
- Staff presented the second speed survey to the Traffic Commission on February 12, 2020, which concluded that there was no significant speeding impact.
- Staff presented various traffic calming measures to the Traffic Commission on March 11, 2020 and described the pros and cons of each measure.

Even though the speed survey data indicated there was no significant speeding impact in Old Town West, the Traffic Commission at the March 11, 2020 meeting directed staff to proceed with a traffic calming measure plan. Members of the Traffic Commission chose the narrowed lanes and pavement markings measure as the alternative and requested staff bring back a plan for the Commission to review. Staff brought back a traffic calming plan to the Commission on September 30, 2020. Notices to the residents that signed the petition were distributed via mail the week of September 14, 2020.

DISCUSSION

Staff prepared a striping plan and pavement markings to narrow the travel lanes to 10 feet wide in each direction. A buffer zone would be installed between the travel lane and the parked cars to create space when opening car doors. The buffer zone would provide additional clearance to improve the visibility when backing up. Similar traffic calming measures have been used extensively throughout the City to reduce the vehicular speed and improve the pedestrian safety.

City staff has developed an option that will contain two phases. The first phase will install traffic calming measures on specific streets in the Old Town West neighborhood. This will allow a process to conduct a study to determine if the calming measures are effective. If the traffic calming measures are deemed effective, Phase 2 will install traffic calming measures to the rest of the Old Town West neighborhood streets.

Phase 1: Install speed limits signs at appropriate locations and narrow lanes with striping for a portion of the Old Town West neighborhood within the roadway sections to evaluate the effectiveness of the calming measure on drivers' behaviors and determine if it is appropriate for the entire neighborhood. Below are the areas that the calming measures will be installed.

- Walnut Street between Katella Avenue and Sausalito Street.
- Chestnut Street between Cerritos Avenue and Katella Avenue.

Phase 2: Install speed limits signs at appropriate locations, narrow lanes with striping for the entire Old Town West neighborhood.

In addition to the above, the following items will be implemented in both options:

- Install a left-turn lane on Sausalito Street to the west of Los Alamitos Boulevard.
- Red curb will be painted on both side of Sausalito Street near the Los Alamitos Boulevard to allow the addition of a left-turn lane.
- Red curb will be painted on the south side of Sausalito Street near Los Alamitos Boulevard and at the north side of Sausalito Street adjacent to the Sausalito Walk tract.

Attachment 1 outlines Phase I of the plan developed for Walnut Street between Katella Avenue to Sausalito Street and Chestnut Street between Cerritos Avenue and Katella Avenue. The before and after study will provide pertinent information on the effectiveness of the plan before implementing the traffic calming measure throughout the entire neighborhood streets.

Award Bid for Phase 1:
Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of: the News-Enterprise and the F.W. Dodge publication known as the "Green Sheet". Bids were published on November 11 and 18, 2020 and sent out to contractors on November 9, 2020. Bids for the Old Town West Traffic Calming Project - Phase 1 (CIP No. 20/21-01) were publicly opened on December 15, 2020.

From the four (4) total bids received, it was determined by Staff that the lowest responsible bid submitted was from PCI with the total bid amount of $34,691.00. The bid results are provided below:

Company	Bid Amount
PCI	$ 34,691.00
CAT TRACKING, INC.	$ 38,867.50
SUPERIOR PAVEMENT MARKINGS, INC.	$ 39,934.00
STERNDAHL ENTERPRISES, INC.	$ 46,040.00
Average	$ 39,880.62

The estimated timeline for this project is listed below.

- January 2021 – City Council award bid for Phase I
- March 2021 – Estimated implementation date for Phase I
- April 2021 - End Construction
- December 2021 to February 2022 – End of 6-8 month evaluation period

FISCAL IMPACT

Measure M will provide the funding source for Phase I. The total budget for the project is $45,000. The construction budget for the project is estimated at $34,691 with an additional $10,309 for the contingency, design, inspection and project administration of the project. If Phase I is determined effective, Phase II will be brought back to City Council as part of the Capital Improvement Project (CIP) program for Fiscal Year 2022-23.

Submitted by: Ron Noda, Acting Deputy City Manager
Fiscal Impact Reviewed by: Craig Kohler, Finance Director
Approved by: Chet Simmons, City Manager

Attachments:
1. *Plans and Specs for CIP No. 20/21-01*
2. *Drawing for CIP No. 20/21-01*
3. *Bid Breakdown – Old Town West Traffic Calming Project*
4. *Contract – Old Town West Traffic Calming Project*

Attachment 1

CITY OF LOS ALAMITOS

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

OLD TOWN WEST TRAFFIC CALMING PROJECT
CIP 20/21-01

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOVEMBER 2020

NOTICE TO THE BIDDERS:

1. **Contract bid documents: $15 at counter or $25 if purchased by mail (Prepaid amount/non-refundable).**
2. **Bid bond required – 10% of bid amount to be submitted with bid.**
3. **Bids must be received by 11 a.m. on the 2nd day of December 2020**

This page is intentionally left blank.

CITY OF LOS ALAMITOS

SPECIFICATIONS FOR

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, Ca 92806
(714) 978-8200

REGISTERED PROFESSIONAL ENGINEER
CHRIS C. KELLEY
NO. 83179
CIVIL
STATE OF CALIFORNIA

Chris C. Kelley, P.E.
P.E. 83179
Expiration Date: 03-31-22

FOR THE CITY OF LOS ALAMITOS
PUBLIC WORKS DIVISION
DEVELOPMENT SERVICES DEPARTMENT

This page is intentionally left blank.

TABLE OF CONTENTS

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

This page is intentionally left blank.

SECTION A

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING SEALED BIDS

This page is intentionally left blank.

NOTICE INVITING SEALED BIDS

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, **3191 Katella Avenue, Los Alamitos, CA 90720** up to the hour of 11:00 a.m., on the 2nd day of December 2020. The bids will be publicly opened and read at 11:00 a.m. on the 2nd day of December 2020, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to remove existing marking and striping on Walnut Avenue between Katella Avenue and Sausalito Street and Chestnut Street between Katella Avenue and Cerritos Avenue. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents.

Copies of the plans, specifications, and contract documents are available from the City of Los Alamitos, **3191 Katella Avenue, Los Alamitos, CA 90720** upon payment of a **$15.00 non-refundable fee if picked up, or payment of a $25.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A or C-10 contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

"OLD TOWN WEST TRAFFIC CALMING PROJECT

SPECIFICATION NO. CIP 20/21-01

DO NOT OPEN WITH REGULAR MAIL"

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of $25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

If you have any questions, please contact *Chris Kelley*, at (562) 431-3538 extension 301.

BY ORDER OF the City Council of the City of Los Alamitos, California.

SECTION B

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration of **20 WORKING DAYS.** Contractor shall have sixty (60) calendar days for procurement time after the date in the Notice to Procure. No work shall be done until after procurement period ends. The Contractor shall pay to the Agency the sum of **$500.00** per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562)-431-3538, ext. 301

B1.05 SOIL INFORMATION

No soil report is required for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years-experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or $10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier’s check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency’s designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints.

SECTION C

PROPOSAL INFORMATION AND DOCUMENTS

- **BID PROPOSAL**
- **BID SCHEDULE**
- **BID BOND**
- **BID GUARANTEE**
- **BIDDER INFORMATION**
- **EXPERIENCE STATEMENT**
- **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

BID PROPOSAL

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL**, **BID SCHEDULE**, **BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION**, **EXPERIENCE STATEMENT**, **DESIGNATION OF SUPPLIERS & SUBCONTRACTORS**, **BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**, and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS**.

Contractor acknowledges receipt and inclusion of addenda ______ to ______ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION**.

NAME OF BIDDER: ____

MAILING ADDRESS: ____

STATE OF INCORPORATION: ____

AUTHORIZED SIGNATURE: ____

TITLE: ____

DATE: ____
(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER:____
CONTRACTOR'S LICENSE NO.:________________________________
AUTHORIZED SIGNATURE:__________________________________
TITLE:____
DATE:____

BID SCHEDULE (Continued)

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULES

PAVMENT MARKING AND STRIPING WALNUT AVENUE AND CHESTNUT STREET					
No.	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Item Amount**
1	Detail 1, 6” yellow skip centerline	3,250	LF	$	$
2	Detail 22, double yellow centerline	630	LF		
3	Detail 27B, white edge line	6,450	LF		
4	Detail 31	390	LF		
5	Detail 38A	200	LF		
6	4” white	3,600	LF		
7	12” white	2,320	LF		
8	24” white	1300	LF		
9	Pavement Markings	690	SF		
				Subtotal	

Bid Schedule Total $_________________________

Bid Schedule Total (in words):

____

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

____________________ ____________________
(Company Name of Bidder) (Date)

BID BOND

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder ________________________, as PRINCIPAL, and ______________________, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of ____ dollars ($____________________), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

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

PRINCIPAL* ____.

____

____

SURETY* ____

____

____

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

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

NOTARY PUBLIC ____ (SEAL)

BID GUARANTEE

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order*, certified check*, cashier's check*, cash*, payable to the order of the City of Los Alamitos in the amount of ____ Dollars ($_________________) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned."

NAME OF BIDDER: ____

MAILING ADDRESS: ____

____

____

AUTHORIZED SIGNATURE: ____

TITLE: ____

DATE: ____

(*Delete the inapplicable words)

BIDDER INFORMATION

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder:____

Business Address:____

Telephone:____________________________FAX:________________________________

E-mail:____

Contractor’s License No.:_______________________Date License Issued:_______________

License Expiration Date:____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

____

____

____

____

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

____

____

____

____

All current and prior DBA’s, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA’s / Applicable Dates)

____

____

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _________. If yes, provide the following information. (If more than once, use separate sheets):

Date:______________________________ Entity:___________________________________

Location:____

Reason:____

Provide Status and any Supplemental Statement:____

____

____

____

____

Has your firm been reinstated by this entity? Yes / No ___________________________________

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: __________________________ Federal / State:____________________________

If "yes", identify and describe, (including status):____

____

____

____

____

Have the penalties been paid? Yes / No:____________________

B. Does you firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No:___________________ Codes / Laws: Section / Article:___________________

If “yes”, identify and describe (including status):____

____

____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this ___________________ day of ________________________________, 2020, at ______________________________________, California.

Authorized Representative Signature and Title____

EXPERIENCE STATEMENT

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title:__________________________________ Client:_______________________________

Date: ______________ Project Value: ______________ Contact: _____________ Tel #____________

Description: ____

____

____

Subject to Federal Labor Standards: Yes No

Project Title:__________________________________ Client:_______________________________

Date: ______________ Project Value: ______________ Contact: _____________ Tel #____________

Description: ____

____

____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title:________________________________ Client:______________________________

Date: _____________ Project Value: _____________ Contact: ____________ Tel #____________

Description: ____

____

____

Subject to Federal Labor Standards: Yes No

Project Title:________________________________ Client:______________________________

Date: _____________ Project Value: _____________ Contact: ____________ Tel #____________

Description: ____

____

____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this __________________ day of ______________________________, 20__, at _____________________________________, California.

____

Authorized Representative Signature and Title

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or $5,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: ____

AUTHORIZED SIGNATURE: ____

Date: ______________________________

SECTION D

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

- **CONTRACT AGREEMENT**
- **PAYMENT BOND**
- **FAITHFUL PERFORMANCE BOND**
- **MAINTENANCE BOND**
- **NON-COLLUSION AFFIDAVIT**
- **WORKER'S COMPENSATION INSURANCE CERTIFICATE**
- **INSURANCE ENDORSEMENT**
- **STATEMENT RE INSURANCE COVERAGE**
- **STATEMENT RE THE CONTRACTOR'S LICENSING LAWS**

ARTICLES OF AGREEMENT

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS OLD TOWN WEST TRAFFIC CALMING PROECT, SPECIFICATION NO. CIP 20/21-01 AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this __ day of Month, 20XX *(Council Action Date Here)*, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and CONTRACTOR'S BUSINESS NAME, a ____________ (State) ___________ (corporation, partnership, limited liability company, or other business form), hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the OLD TOWN WEST TRAFFIC CALMING PROECT, SPECIFICATION NO. CIP 20/21-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

<u>ARTICLE III:</u> Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sun of Dollars ($_____ ______,) unless specifically approved in advance and in writing by AGENCY

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

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

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

<u>ARTICLE IV:</u> Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

<u>ARTICLE VIII:</u> Binding Effect

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

<u>ARTICLE IX:</u> Dispute Resolution

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

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

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

<u>ARTICLE X:</u> Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley	CONTRACTOR: [INSERT CONTACT]
CITY OF LOS ALAMITOS	CONTRACTOR'S BUSINESS NAME
3191 Katella Avenue	Mailing Street Address
Los Alamitos, CA 90720	City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this X th day of Month, 20XX *(Council Action Date Here)*

CONTRACTOR: Contractor's Business Name

____

Contractor's Sign Name, Title
Contractor's License No. XXXXXX

Subscribed and sworn to this _______ day of _________, 20__.

NOTARY PUBLIC ____ (SEAL)

AGENCY:	_____________________________ Mayor City of Los Alamitos	__________ Date
ATTESTED:	_____________________________ Windmera Quintanar, MMC, City Clerk City of Los Alamitos	__________ Date
APPROVED AS TO FORM:	_____________________________ Michael S. Daudt, City Attorney City of Los Alamitos	__________ Date

(E X E C U T E I N D U P L I C A T E)

PAYMENT BOND

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars ($XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of ________________, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Surety*

____
____
____
____

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

Subscribed and sworn to this___ day of ____________________, 20__.

NOTARY PUBLIC..
....(SEAL)

(E X E C U T E I N D U P L I C A T E)

FAITHFUL PERFORMANCE BOND

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars ($XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: OLD TOWN WEST TRAFFIC CALMING PROECT, SPECIFICATION NO. CIP 20/21-01 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this_____day of _____________, 20__

Contractor* Name, Title of Signer____
SURETY*____
Contractor's Business Name ______________________________
Mailing Street Address
____
City, State, Zip Code
______________________________Telephone #______________

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

Subscribed and sworn to this___ day of ______________ , 20__

NOTARY PUBLIC____ (SEAL)

(E X E C U T E I N D U P L I C A T E)

MAINTENANCE BOND

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars ($XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this____ day of

_________________, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

SURETY* ____

____

____

____

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

Subscribed and sworn to this__________ day of________, 20__.

NOTARY PUBLIC____

(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _______________ of _______________________, the party making the foregoing bid.

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

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

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

____

Signature of Declarant

____

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: ____________ ______________ Contractor's Business Name .
(Contractor)

By: ________________
(Signature)

____
(Title)

Attest:
By: ________________
(Signature)

____
(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

____

Authorized Insurance Agent

Date: ______________________________

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STATEMENT REGARDING INSURANCE COVERAGE

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

NAME OF BIDDER: ______________________________

MAILING ADDRESS: ______________________________

____

____

AUTHORIZED SIGNATURE: ______________________________

TITLE: ______________________________

DATE: ______________________________

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

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

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

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

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

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

Contractor's License Number: ____

License Expiration Date: ____

Authorized Signature: ____

Date: ____

SECTION E

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

E-STANDARD SPECIFICATIONS

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATIONS

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2018 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 600 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC. The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute (“CSI”) format.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 DEFINITIONS

Add the following:

Agent—Shall include persons and companies, other than the Contractor, retained by the City to perform design and construction services in relation to the Work.

Acceptance—The Agency’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

City—The City of Los Alamitos, California, as the Agency and Owner.

City Council—City Council of the City of Los Alamitos, California.

Construction Manager—Persons and/or company retained by the City to perform construction management services.

Design Engineer—Persons and/or company retained by the City to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer—The City Engineer of the City of Los Alamitos, or his/her authorized representative.

Geotechnical Engineer—Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the Agency during construction.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans— "Standard Plans for Public Works Construction" - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications ("SSS")—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans ("SSP")—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 "Time of Completion".

1-3.3 INSTITUTIONS

Add the following:

ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1
NEMA	National Electrical Manufacturers Association

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 GENERAL

Delete the third paragraph and replace with the following:

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

Contract Agreement (in duplicate)
Faithful Performance Bond (in duplicate)
Maintenance Bond (in duplicate)
Payment Bond (in duplicate)
Public Liability and Property Damage Insurance Certificate (two original)
Additionally Insured Endorsement
Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following paragraphs and subsections to Section 2-1:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions.

2-2 PERMITS

Delete the first paragraph and replace with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

2-3 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Delete the first paragraph and replace with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-10 SURVEY

3-10.1 GENERAL

Add the following:

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

3-12 WORK SITE MAINTENANCE

3-12.2 AIR POLLUTION CONTROL

Add the following Subsection:

3-12.2.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.

5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

3-12.3 NOISE CONTROL

Add the following:

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

3-12.6 WATER POLLUTION CONTROL

Add the following to Subsection 7-8.6:

3-12.6.1 General

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

3-12.6.3 SWPPP Preparation

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2015, available from California Stormwater Quality Association (CSQA), and online at http://www.cabmphandbooks.net/ . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

3-12.6.5 PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION AND ACCEPTANCE

3-13.3 WARRANTY

Add the following:

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article “Acceptance of the Work” shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.
The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

The following subsection is added to Subsection 3-13 of the SSPWC.

3-13.4 General Guaranty

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

<u>SECTION 4 – CONTROL OF MATERIAL</u>

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

4-4 TEST OF MATERIALS

Delete the third, fourth, and fifth sentences of the first paragraph and replace with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-6 TRADE NAMES

Delete the third sentence of the second paragraph and replace with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

5-4.2 GENERAL LIABILITY INSURANCE

Section 5-4.2 is replaced in its entirety as follows:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs 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 fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive, and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars ($2,000,000.00) per occurrence for all coverages and two million dollars ($2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum of $25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars ($2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS’ COMPENSATION INSURANCE

Section 5-4.3 shall be replaced in its entirety as follows:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or 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. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A: VII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof 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. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

Add the following:

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF WORK

Delete the last sentence of first paragraph and replace it with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION

Add the following subsections:

6-3.3 WORKING DAY

Add the following:

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of $1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT $1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Delete the title and text of Section 6-4.4 and replace it with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

Delete the title and text of Section 6-9 and replace with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars ($500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency`s staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-12.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than $15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 - PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Delete the last paragraph of this subsection and replace with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Delete the text of section 7-3.3 and replace with the following:

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

400 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Delete the second paragraph and replace with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the Contractor's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

403-3 PAYMENT

Add the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

600 ACCESS

600-1 General

Add the following:

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review at the pre-construction meeting.

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.
All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white, and letters shall be printed in red water-resistant ink except day, date, and time of restriction may be printed in black water-resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the restriction shall be printed or attached below the above-mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF $1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT $1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

OLD TOWN WEST TRAFFIC CALMING PROECT
SPECIFICATION NO. CIP 20/21-01

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02 Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats.

84-2.02B Thermoplastic. Traffic striping shall be thermoplastic including crosswalks, arrows and other pavement legends.

84-2.02C Paint. Traffic striping shall be paint including parking lot striping and pavement legends. Paint shall be ready-mixed rapid dry type.

Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, “Pavement Markers.”

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 81-8.03B, “Remove Pavement Markers,” and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

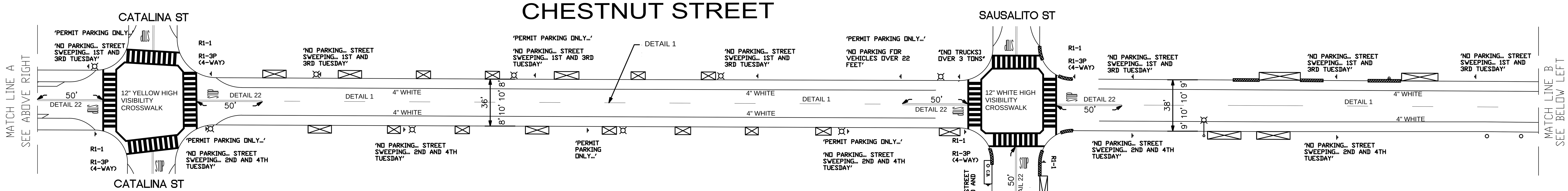
84-2.03C Application of Stripes and Markings.

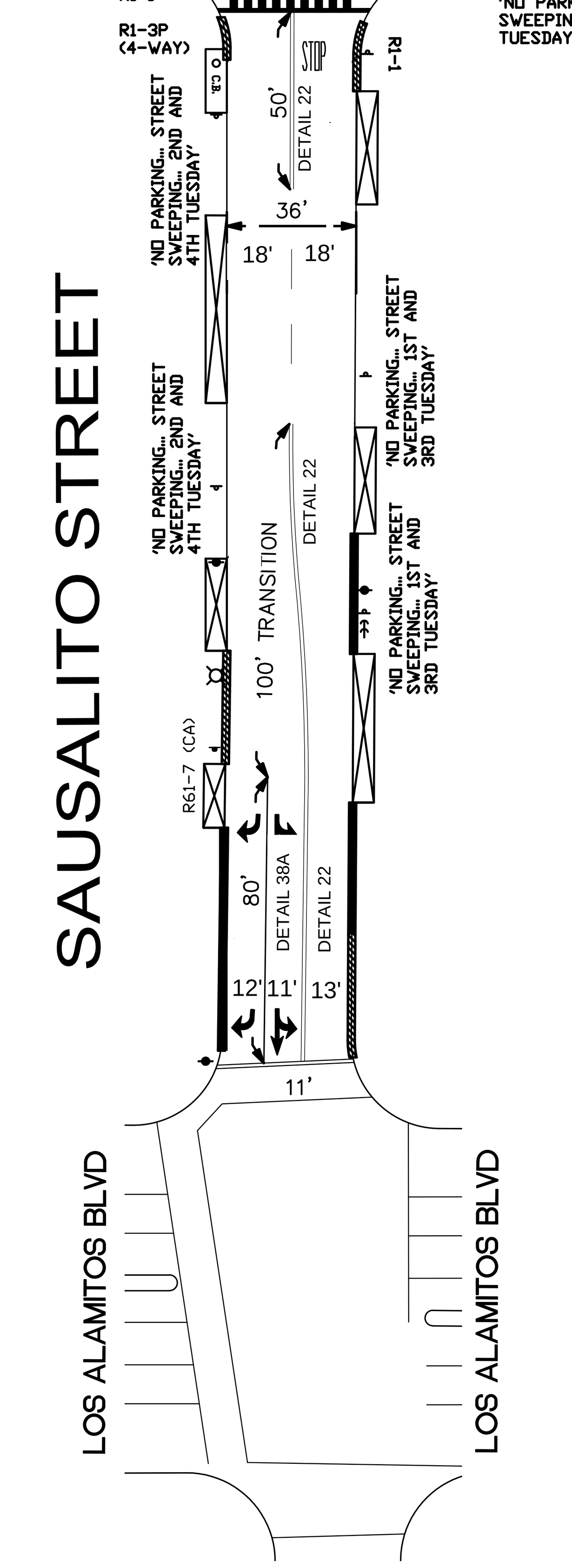
84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

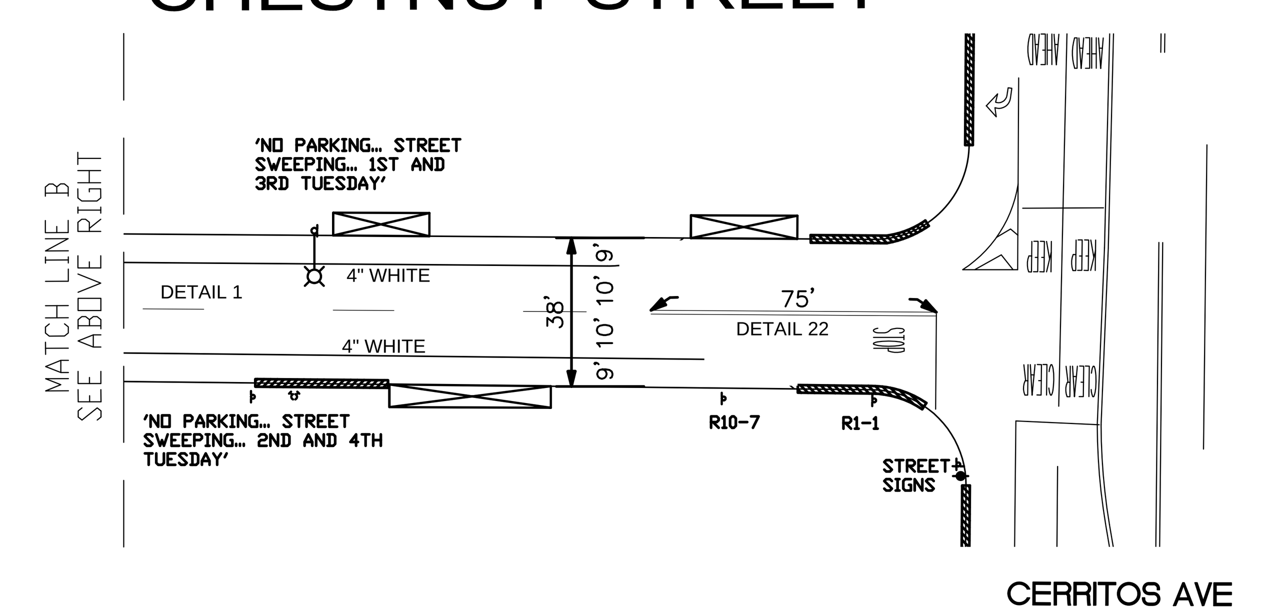
The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.





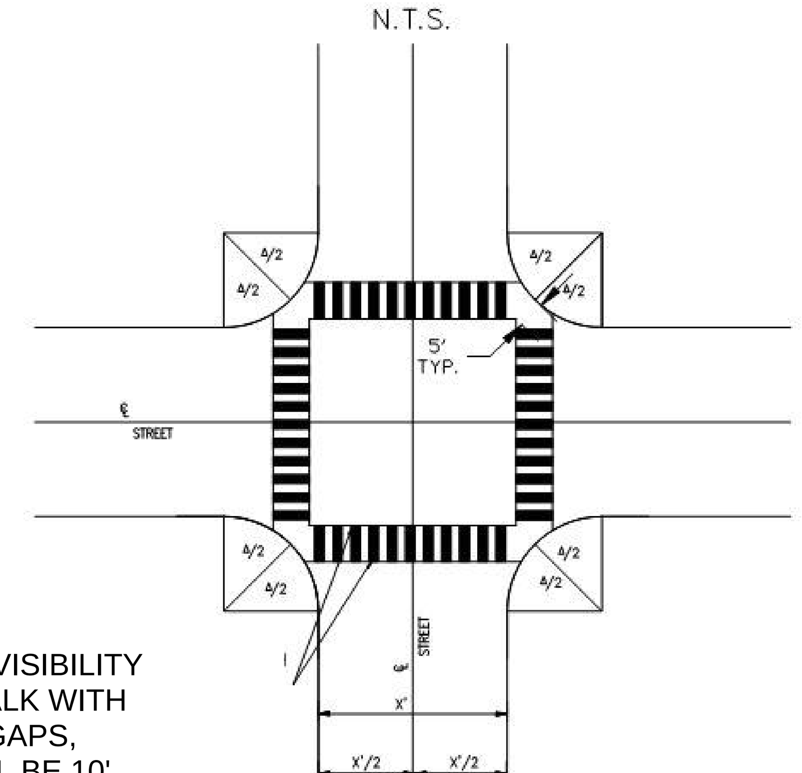


LEGEND

(hatched bar)	EXISTING RED CURB
(solid bar)	NEW RED CURB

CROSSWALK DETAIL

N.T.S.



INSTALL 12" HIGH VISIBILITY LADDER CROSSWALK WITH 24" BARS AND 24" GAPS, CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE.)

PROJECT NOTES

1. PAVEMENT MARKINGS AND STRIPING SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, DATED 2018. THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD), DATED NOVEMBER 2014, THES PLANS, AND PECIAL APROVISIONS.
2. ALL STRIPING, CROSSWALKS, AND PAVEMENT MARKINGS AND LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
3. ALL SIGNS AND SHOWN ON THE PLAN ARE EXISTING, UNLESS OTHERWISE NOTED.
4. ALL CONFLICTING STRIPING SHALL BE REMOOVED.
5. ALL CURB PAINTING ARE EXISTING TO REMAIN.

SCALE: 1" = 40'

FILE: I:\107051 - LOS AL TE Svcs (Previous105244)\Exhibits\Old West Neighborhood\Proposed Striping Plan 100120.dwg
USER: emurga
DATE: Oct 08, 2020 - 12:04pm

811 Know what's below. Call before you dig.

REVISIONS

NUMBER	DATE	INITIALS		APPV'D

REFERENCES

WILLDAN Engineering
2401 East Katella Ave, Suite 450, Anaheim, California 92806

		DATE
DRAWN BY	EJM	10/8/2020
CHECKED BY	F IRANITALAB	10/8/2020
DESIGNED BY	EJM	10/8/2020
APPROVED City Engineer		10/8/2020 Date

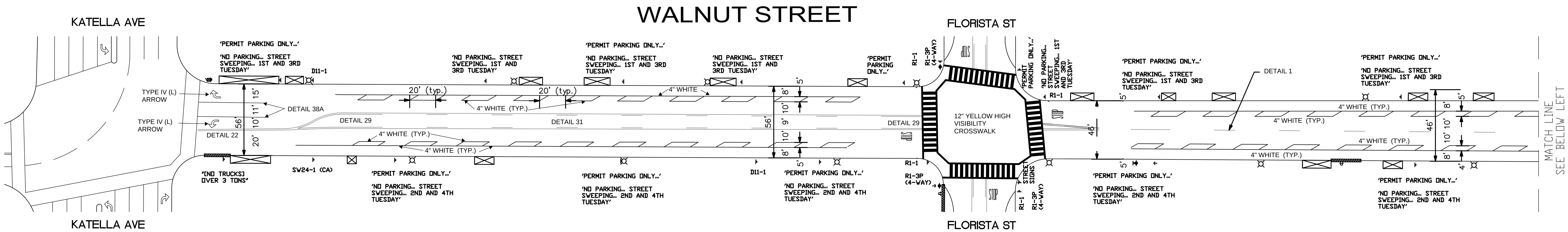
CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

OLD TOWN WEST

TRAFFIC CALMING CONCEPT PLAN

SHEET 2 OF 2

WALNUT STREET



PROJECT NOTES

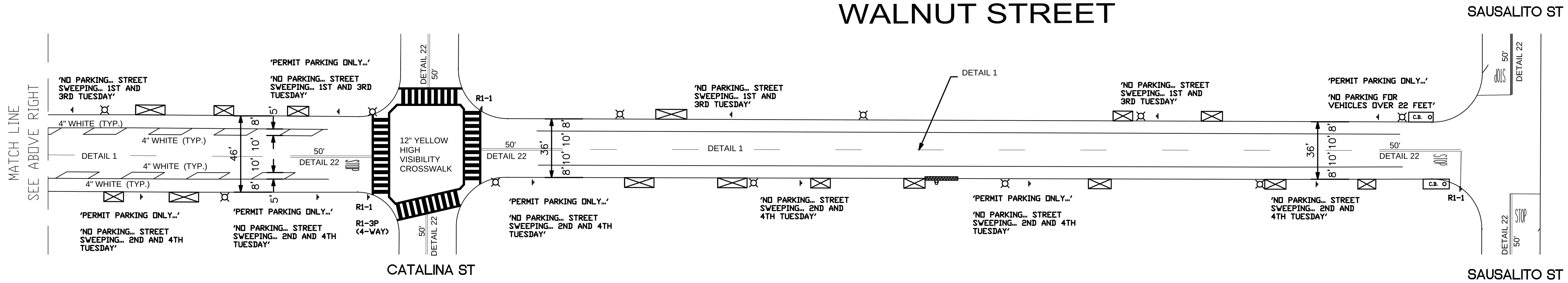
1. PAVEMENT MARKINGS AND STRIPING SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, DATED 2018. THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD), DATED NOVEMBER 2014, THES PLANS, AND PECIAL APROVISIONS.
2. ALL STRIPING, CROSSWALKS, AND PAVEMENT MARKINGS AND LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
3. ALL SIGNS AND SHOWN ON THE PLAN ARE EXISTING, UNLESS OTHERWISE NOTED.
4. ALL CONFLICTING STRIPING SHALL BE REMOOVED.
5. ALL CURB PAINTING ARE EXISTING TO REMAIN.

LEGEND

EXISTING RED CURB

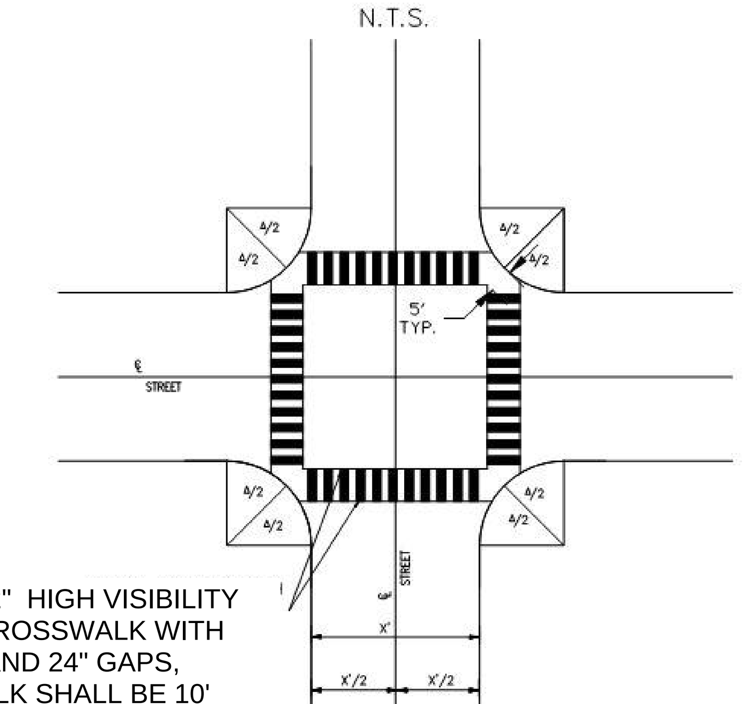
NEW RED CURB

WALNUT STREET



CROSSWALK DETAIL

N.T.S.



INSTALL 12" HIGH VISIBILITY LADDER CROSSWALK WITH 24" BARS AND 24" GAPS, CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE.)

SCALE: 1" = 40'

811 Know what's below. Call before you dig.

REVISIONS				REFERENCES
NUMBER	DATE	INITIALS		APPV'D

WILLDAN Engineering

		DATE
DRAWN BY	EJM	10/8/2020
CHECKED BY	F IRANITALAB	10/8/2020
DESIGNED BY	EJM	10/8/2020
APPROVED City Engineer		10/8/2020 Date

CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

OLD TOWN WEST

TRAFFIC CALMING CONCEPT PLAN

SHEET 1 OF 2

USER: emurga DATE: Oct 08, 2020 - 12:10pm FILE: I:\107051 - LOS AL TE Svcs (Previous105244)\Exhibits\Old West Neighborhood\Proposed Striping Plan 100120.dwg

CITY OF LOS ALAMITOS
OLD TOWN WEST TRAFFIC CALMING
SPECIFICATION NO. CIP 20/21-01

BID OPENING: DECEMBER 15, 2020 AT 11:00 AM

Attachment 3

				PCI		CAT TRACKING INC.		SUPERIOR PAVEMENT MARKINGS, INC.		STERNDAHL ENTERPRISES, INC.	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Detail 1, 6" yellow skip centerline	3,250	LF	0.40	$1,300.00	1.00	$3,250.00	0.80	$2,600.00	1.00	$3,250.00
2	Detail 22, double yellow centerline	630	LF	1.40	$882.00	1.75	$1,102.50	2.10	$1,323.00	2.00	$1,260.00
3	Detail 27B, white edge line	6,450	LF	0.60	$3,870.00	1.25	$8,062.50	0.88	$5,676.00	1.00	$6,450.00
4	Detail 31	390	LF	1.20	$468.00	3.50	$1,365.00	1.15	$448.50	4.00	$1,560.00
5	Detail 38A	200	LF	0.85	$170.00	1.50	$300.00	3.40	$680.00	2.00	$400.00
6	4" white	3,600	LF	1.60	$5,760.00	1.00	$3,600.00	1.30	$4,680.00	2.20	$7,920.00
7	12" white	2,320	LF	2.50	$5,800.00	3.50	$8,120.00	3.80	$8,816.00	4.00	$9,280.00
8	24" white	1,300	LF	9.25	$12,025.00	7.00	$9,100.00	7.60	$9,880.00	8.00	$10,400.00
9	Pavement Markings	690	SF	6.40	$4,416.00	5.75	$3,967.50	8.45	$5,830.50	8.00	$5,520.00
		TOTAL			$34,691.00		$38,867.50		$39,934.00		$46,040.00
	PROJECT TOTAL				$34,691.00		$38,867.50		$39,934.00		$46,040.00

ARTICLES OF AGREEMENT

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

OLD TOWN WEST TRAFFIC CALMING PROJECT SPECIFICATION NO. CIP 20/21-01, ("AGREEMENT") is made and entered into for the above-stated project this 19th of January, 2021, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and WGJ ENTERPRISE INC., DBA PCI, a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the OLD TOWN WEST TRAFFIC CALMING PROJECT SPECIFICATION NO. CIP 20/21-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

<u>ARTICLE III:</u> Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Thirty-Four Thousand, Six Hundred Ninety-One and Zero Cents ($34,691.00), unless specifically approved in advance and in writing by AGENCY.

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

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

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

<u>ARTICLE IV:</u> Labor Code

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

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

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

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

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

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

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

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

<u>ARTICLE V:</u> Work Site Conditions

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

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

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

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

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

<u>ARTICLE XI:</u> Taxes

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

<u>ARTICLE XII:</u> Notices

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

AGENCY: Dave Hunt	CONTRACTOR: William G. Jacob
CITY OF LOS ALAMITOS	WGJ ENTERPRISES INC., DBA PCI
3191 Katella Avenue	975 W 1st Street
Los Alamitos, CA 90720	Azusa, CA 91702

ARTICLE XIII: Entire Agreement

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

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

<u>ARTICLE XIV:</u> Authority to Contract

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

<u>ARTICLE XV:</u> General Provisions

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

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

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

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

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

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

CONTRACTOR: WGJ Enterprises Inc., dba PCI

____

William G. Jacob, President
Contractor's License No. 823802

Subscribed and sworn to this _______ day of _________, 2021.

NOTARY PUBLIC ____ (SEAL)

AGENCY:	______________________________ Mark Chirco, Mayor City of Los Alamitos	__________ Date
ATTESTED:	______________________________ Windmera Quintanar, MMC, City Clerk City of Los Alamitos	__________ Date
APPROVED AS TO FORM:	______________________________ Michael S. Daudt, City Attorney City of Los Alamitos	__________ Date

(E X E C U T E I N D U P L I C A T E)

PAYMENT BOND

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to WGJ Enterprises Inc., dba PCI, as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of Thirty-Four Thousand, Six Hundred Ninety-One and Zero Cents ($34,691.00), which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _________________, 2021.

Contractor*

William G. Jacob, President
WGJ Enterprises Inc., dba PCI
975 W 1st Street
Azusa, CA 91702
562) 218-0504

Surety*

____
____
____
____

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

Subscribed and sworn to this___ day of _____________________, 2021.

NOTARY PUBLIC.. (SEAL)

(E X E C U T E   I N D U P L I C A T E)

FAITHFUL PERFORMANCE BOND

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that WGJ Enterprise Inc., dba PCI, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum Thirty-Four Thousand, Six Hundred Ninety-One and Zero Cents ($34,691.00), which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: OLD TOWN WEST TRAFFIC CALMING PROJECT SPECIFICATION NO. CIP 20/21-01, which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this_______________ day of ________, 2021.

Contractor*	William G. Jacob, President WGJ Enterprises Inc., dba PCI 975 W 1st Street Azusa, CA 91702 (562) 218-0504	SURETY*………………………

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

Subscribed and sworn to this___ day of ______________ , 2021.

NOTARY PUBLIC.. (SEAL)

(E X E C U T E I N D U P L I C A T E)

MAINTENANCE BOND

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to WGJ Enterprises Inc., dba PCI, as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Seventeen Thousand, Three Hundred Forty-Five and Zero Cents ($17,345.50), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this____ day of ...., 2021.

Contractor* William G. Jacob, President
WGJ Enterprises Inc., dba PCI
975 W 1st Street
Azusa, CA 91702
(562) 218-0504

SURETY* ____
____
____
____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.
Subscribed and sworn to this .... day of..............................., 2021
NOTARY PUBLIC.. (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

____
Signature of Declarant

____
Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: ____________ ___________WGJ Enterprises Inc., dba PCI___________________

(Contractor)

By: ____

(Signature)

____

(Title)

Attest:
By: _________________________________

(Signature)

____

(Title)

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

<u>ENDORSEMENTS TO INSURANCE POLICY</u>

Name of Insurance Company: ______________________________

Policy Number: ______________________

Effective Date:______________________

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

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

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

____

Authorized Insurance Agent

Date: _______________________________________

STATEMENT REGARDING INSURANCE COVERAGE

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

NAME OF BIDDER: ....

MAILING ADDRESS: ....

....

....

AUTHORIZED SIGNATURE: ....

TITLE: ....

DATE: ....

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

OLD TOWN WEST TRAFFIC CALMING PROJECT
SPECIFICATION NO. CIP 20/21-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

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

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

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

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

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

Contractors' License Number: ____

License Expiration Date: ____

Authorized Signature: ____

Date: ____

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: January 19, 2021 ITEM NUMBER: 10F

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

Via: **Chet Simmons, City Manager**

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

Subject: **Award Contract for Annual Park and Landscape Maintenance Services (RFP 2020-05)**

SUMMARY

This report recommends awarding of a bid for Annual Park and Landscape Maintenance Services (RFP 2020-05).

RECOMMENDATIONS

1. Award contract for Annual Park and Landscape Maintenance Services to North Star Land Care in the annual amount of $84,955.95; and,

2. Authorize the Mayor to execute the Landscape Maintenance Services Agreement with North Star Land Care for the project.

BACKGROUND

The City of Los Alamitos has over 14.4 acres (625,517 square feet) of parkways, medians, landscape areas and City parks to maintain. Since 2015, the City has relied upon contract landscape maintenance services for these areas. The current contract is set to expire on February 19, 2021. In order to provide the best possible maintenance of these areas at an acceptable level, a Request for Proposals (RFP) was prepared to seek proposals from qualified contractors to provide annual landscape maintenance services.

DISCUSSION

RFP 2020-05 was solicited to receive bids for annual maintenance of certain parkways, medians, landscape areas and City parks. The following is a list depicting the landscape areas and park sites included within the scope of the landscape maintenance services:

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

Bids Results

Bids for the Annual Park and Landscape Maintenance Services were publically opened on Thursday, December 17, 2020. A total of eight (8) bids were received and it was determined by Staff that the lowest responsible bid submitted was from North Star Land Care with the total annual bid amount of $84,955.95. The bid results are provided below:

COMPANY NAME	MONTHLY COST	ANNUAL COST
North Star Land Care	$7,079.66	$84,955.95
SGD Enterprises DBA Four Seasons Landscape	$7,203.74	$86,444.88
Greentech Landscape Inc	$7,955.00	$95,460.00
Mariposa Landscape	$8,997.00	$107,964.01
Nieves Landscape Inc	$9,369.40	$112,432.80
Complete Landscape Care, Inc	$9,730.50	$116,766.00
Priority Landscaping Services	$9,757.54	$117,090.48
So Cal Land Maintenance	$16,376.51	$196,518.12

The provided bid results represents an increase over the prior contract with Greentech Landscape Inc., which expires in February 2021. This is due to the increase in minimum wage as of January 1, 2021 and an increase in the scope of work. This agreement proposes a 2-year term, ending on January 19, 2023, unless extended by mutual written agreement for a maximum of two (2) – 1 year contract extensions.

FISCAL IMPACT

The funding for this project is included in the streets maintenance division in the General Fund. The new annual contract amount of $84,955.95 will be incorporated in the Fiscal Year 2021-22 Budget.

Submitted By: Ron Noda, Acting Deputy City Manager
Fiscal Impact Reviewed by: Craig Koehler, Finance Manager
Approved by: Chet Simmons, City Manager

Attachments:
1. *Breakdown of bids received*
2. *Landscape Maintenance Services Agreement*
3. *North Star Landscape Bid Submitted on December 17, 2020*

CITY OF LOS ALAMITOS
PARK LANDSCAPE MAINTENANCE
RFP 2020-05

BID OPENING: DECEMBER 17, 2020 AT 2:00 PM

Attachment 1

ITEM NO.	DESCRIPTION	QTY.	UNITS		NORTH STAR LAND CARE		SGD ENTERPRISES DBA FOUR SEASONS LANDSCAPE		GREENTECH LANDSCAPE INC		MARIPOSA LANDSCAPE	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Katella median islands	13,390	LF		0.45	$6,025.50	0.01	$133.90	500.00	$6,000.00	1.00	$13,360.30
2	Los Alamitos Boulevard median islands	9,088	LF		0.45	$4,089.60	0.01	$90.88	500.00	$6,000.00	1.00	$9,067.84
3	Farquhar Avenue - southside wall and parkway area	1,847	LF		0.12	$221.64	0.01	$18.47	100.00	$1,200.00	1.00	$1,842.90
4	Rossmoor Islands	420	LF		0.45	$189.00	0.01	$4.20	150.00	$1,800.00	1.00	$419.07
5	Bradbury Islands	417	LF		0.45	$187.65	0.01	$4.17	175.00	$2,100.00	1.00	$416.08
6	Los Alamitos Boulevard parkway	59,100	SF		0.12	$7,092.00	0.02	$1,182.00	250.00	$3,000.00	0.13	$7,758.61
7	Los Alamitos Bouelvard parkway	6,240	SF		0.12	$748.80	0.01	$62.40	100.00	$1,200.00	0.13	$819.18
8	Katella Avenue	52,272	SF		0.12	$6,272.64	0.01	$522.72	550.00	$6,600.00	0.13	$6,862.24
9	Farquhar Avenue	8,712	SF		0.12	$1,045.44	0.02	$174.24	100.00	$1,200.00	0.13	$1,143.71
10	Sterns Park	4,356	SF		0.12	$522.72	0.01	$43.56	60.00	$720.00	0.13	$571.85
11	Soroptimist Park	3,920	SF		0.12	$470.40	0.01	$39.20	50.00	$600.00	0.13	$514.62
12	Stansbury Park	21,780	SF		0.12	$2,613.60	0.01	$217.80	250.00	$3,000.00	0.13	$2,859.27
13	Laubordette Park	8,712	SF		0.12	$1,045.44	0.02	$174.24	100.00	$1,200.00	0.13	$1,143.71
14	Little Cottonwood Park	235,224	SF		0.12	$28,226.88	0.01	$2,352.24	2,500.00	$30,000.00	0.13	$30,880.06
15	Orville Lewis Park	47,916	SF		0.12	$5,749.92	0.01	$479.16	500.00	$6,000.00	0.13	$6,290.38
16	Laurel Park	139,392	SF		0.12	$16,727.04	0.01	$1,393.92	1,500.00	$18,000.00	0.13	$18,299.30
17	Sierra Circle, green belt	3,039	SF		0.12	$364.68	0.01	$30.39	45.00	$540.00	0.13	$398.96
18	City Hall Complex (to include Roberts Park, rear of Community Center)	26,136	SF		0.12	$3,136.32	0.01	$261.36	300.00	$3,600.00	0.13	$3,431.12
19	Ticonderoga/Katella service road	873	LF		0.12	$104.76	0.01	$8.73	75.00	$900.00	1.00	$871.06
20	Oak Bike Path	1,016	LF		0.12	$121.92	0.01	$10.16	150.00	$1,800.00	1.00	$1,013.75

	NORTH STAR LAND CARE	SGD ENTERPRISES DBA FOUR SEASONS LANDSCAPE	GREENTECH LANDSCAPE INC	MARIPOSA LANDSCAPE
MONTHLY TOTAL	$7,079.66	$7,203.74	$7,955.00	$8,997.00
ANNUAL TOTAL	$84,955.95	$86,444.88	$95,460.00	$107,964.01

LANDSCAPE MAINTENANCE SERVICES AGREEMENT
[*North Star Landscape*]

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES ("Agreement") is made and entered into, to be effective this 19th day of January 2021 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and North Star Landscape, a California Corporation, ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide landscape maintenance services for City parkways, medians, landscape areas and parks.

B. In response to City's formal Request for Proposals No. 2020-05 (RFP), dated November 16, 2020, Contractor has submitted to City a written proposal, dated December 17, 2020, to provide the desired landscape maintenance services.

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

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Parks & Landscape Maintenance Services Proposal, dated November 16th, 2020, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2020-05, dated November 16, 2020; and (3) Contractor's Proposal, Exhibit "A". Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1^{st}) the main body of this Agreement; (2^{rd}) the RFP, and (3^{rd}) Contractor's Proposal.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed Seven Thousand, Seventy-Nine Dollars and Sixty Six Cents ($7,079.66) monthly. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of two (2) years, ending on January 19, 2023, unless extended by mutual written agreement of the Parties, for a maximum of two (2) – 1-year contract extensions.

4. COORDINATION OF PROJECT SERVICES

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

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

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

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

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. <u>INDEMNIFICATION</u>

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Contractor.

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

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

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

To City:	Chet Simmons, City Manager City of Los Alamitos 3191 Katella Ave. Los Alamitos, CA 90720 csimmons@cityoflosalamitos.org **With copy to:** Michael S. Daudt, City Attorney Woodruff, Spradlin & Smart 555 Anton Blvd., Suite 1200 Costa Mesa, CA 92626 mdaudt@wss-law.com
To Contractor:	Jose A. Martinez North Star Land Care 10831 Downey Avenue Downey, CA 90241v tony@northstarlandcare.com

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

"City"

City of Los Alamitos

By:________________________________
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:____________________________________
Michael S. Daudt
City Attorney

ATTEST:

By:________________________________
Windmera Quintanar, MMC
City Clerk

"Contractor"

Name of Contractor

By:________________________________
Jose A. Martinez
President

By:________________________________
Juan Angel Sotelo
CFO

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: December 17, 2020

Attachment 3

December 17, 2020

City of Los Alamitos Request for Proposal for Park & Landscape Maintenance Services

NORTH STAR LANDSCAPE

NORTHSTARLANDCARE.COM (562)674-3076
LIC# 1034669 DIR# 1000056611

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

NORTH STAR
LANDCARE

RE: Park & Landscape Maintenance Services
Due: Thursday, December 17, 2020 at 2:00 P.M.

North Star Landscape ("North Star") is pleased to submit a proposal for the City of Los Alamito's Landscape Maintenance Services Request for Proposal. Our proposal will highlight our previous experience of providing similar services to many surrounding Cities such as Huntington Park, Maywood, Los Angeles County and City of Montebello. We have the breadth and depth of resources, skills, equipment, and expertise needed to provide the city of Los Alamito's professional landscape maintenance services. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability with no exceptions. During these unprecedented times, North Star has not missed a beat in assisting our Municipal clients by augmenting City staff so the delivery of quality landscaping maintenance services would continue without interruption.

North Star's management team has a track record of working with many cities throughout Southern California since 1994. Our contractor license, #1034669 specializes in Class C61/D49 (Tree Service) and Class C27 (Landscaping) is set to expire 1/31/2022. We are also registered and qualified with the DIR (1000056611). North Star is insured and bonded and will obtain a City of Los Alamitos business license upon being awarded this Landscape Maintenance contract.

We strive to build long-term partnerships with agencies that expect and require quality, accuracy, efficiency, and integrity. We do this by offering our clients years of expertise with professional landscapers, diligent staff who provide premium landscaping by using industry approved equipment, effective employee training, strong field leadership, and competitive pricing to keep our clients within their allocated budgets. We have a full understanding of the City and its landscaping related needs.

Assigned contacts for this important project are as follow:
Area Manager, Jose A. Martinez, (310) 704-9885 tony@northstarlandcare.com
Field Manager, Rene G. Serafin, (562) 991-9064 rene@northstarlandcare.com
Office Manager, Jessica Alvarez, (562) 674-3076 jessica@northstarlandcare.com

As the President of North Star Landscape, I, Jose Antonio Martinez have the official authority to bind our company to the City of Los Alamitos proposal requests. Corporate Office is located at 10831 Downey Avenue, Downey, California, 90241. I am authorized and certify, that this proposal being submitted is valid for 60 days. As the contact person for this proposal, please feel free to contact me directly if you have any questions or need further information at (310)704-9885 or tony@northstarlandcare.com.
Sincerely,

Jose A. Martinez
President

North Star Land Care
10831 Downey Avenue
Downey, CA 90241
(562)674-3076
info@northstarlandcare.com

TABLE OF CONTENTS

NORTH STAR
LANDSCAPE

STATEMENT OF QUALIFICATIONS

North Star has assembled a highly skilled and knowledgeable staff with extensive tree & landscape maintenance experience. North Star's CEO has been in the Municipal maintenance space since 1994 and in 1993 was one of the youngest Certified Arborist in the World. The VP of Contract Management has managed Municipal contracts since 2007. Together they helped managed the Largest Los Angeles County Tree Company that Procured over 45 maintenance contracts.

- North Star Land Care is a California Corporation, in business since 2017
- California Contractors License 1034669, Expiration Date 1/31/2022
- Classifications C27, D49 & C61
- Federal Tax ID # 82-4619683, current with all taxes and filings with both State and Federal Government
- DBA under North Star Landscape
- 7 Municipal contracts
- $1,000,000 credit line
- Bonded
- 100% Latino Owned Firm
- Over 22 full time employees
- ISA Certified Arborist on Staff
- Irrigation Technicians on Staff
- California State Licensed Pest Control Applicator
- Zero Drug Tolerance Workplace
- Many distinguished Business Awards
- Fully Insured
- Over 25 Modern Vehicles in Fleet
- North Star has never in its history been disqualified or have entered any type of litigations with any government agency
- North Star has the experience to perform work assigned by the city of Baldwin Park in a timely manner and within allocated budget

North Star prides itself hiring the best employees and retaining them. We quickly introduce new employees and immerse them into our company culture and professionally train them for their specific job classification. We provide our employee with an environment that is fulfilling therefore, keeping our team motivated and happy which in turn results in excellent service and low turnover. Staffing and relevant experience is provided in the next section. North Star Land Care has never in its history been disqualified or have entered any type of litigations with any government agency.

North Star prides itself in building relationships not only with the City but also with the communities we work in. Part of our Community Benefits participation will include joining the Los Alamitos Chamber of Commerce. As a member of the chamber we will merge with local non-profits and donate up to 2.5% of the yearly contract amount.

LICENSING

North Star is a licensed contractor in the State of California (state License # 1034669) and holds the C61, D49, and the C27 licenses all in good standing. North Star is a California Corporation without Federal Identification number being 82-4619683. North Star is also registered with the Department of Industrial Relations, registration #1000056611.

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

1034669 CORP

NORTH STAR LAND CARE

C27 C61/D49

01/31/2022 www cslb ca gov

CA.GOV

State of California
Department of Industrial Relations

Contractor Information

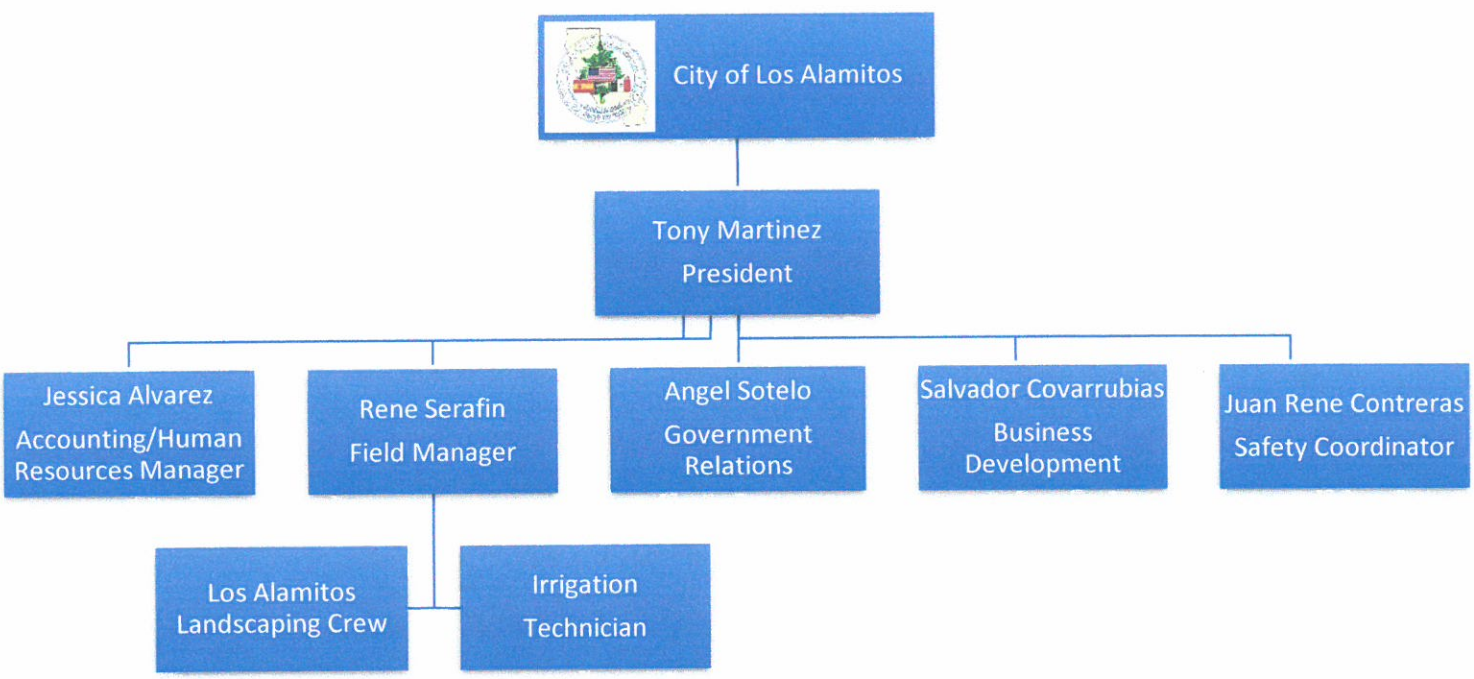
Legal Entity Name
NORTH STAR LAND CARE
Legal Entity Type
Corporation
Status
Active
Registration Number
1000056611
Registration effective date
07/01/20
Registration expiration date
06/30/21
Mailing Address
10831 Downey Ave Downey 90241 CA United States of America
Trade Name/DBA
NorthStar Landscpaing

STAFFING

North Star employs over 20 full-time professionals. Our experienced professionals are led by an accomplished management team. We believe in the representation of our employees.
Below are brief backgrounds on North Star's management team and key team members. At this time, we do not intend to contract any sub-contractors or contractors for additional services. North Star has the in-house capability to handle day to day operations and any issues arising from industry related occurrences. We are currently members of the International Society of Arboriculture (ISA).

North Star Members Assigned to Los Alamitos Team:

Jose A. Martinez – Project Manager
Rene G. Serafin – Field Supervisor
Raul Hernandez – Irrigation Technician
Jessica Alvarez – Account Manager



North Star's Executive Team

Jose A. Martinez, President, Certified Utility Arborist (WE-1278AU)

Mr. Martinez has over 25 years of experience in the tree care and landscaping industry. Mr. Martinez has managed over 45 Municipal contracts throughout Southern California and has inventoried over 12 Municipal Urban forests. He started his career as a ground-man while attending college. In previous roles, he was responsible for field operations, scheduling, and the management of all crews. He was also actively involved with the implementation of a proprietary web-based database that supports the tree inventory. Mr. Martinez is a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU) since 1993 which made him the youngest Certified Arborist that year. Mr. Martinez is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute. Mr. Martinez holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.

Angel J. Sotelo, VP Government Relations, Certified Arborist (WE-9850A)

Angel has over 12 years' experience in the tree industry and is a Certified Arborist. Mr. Sotelo oversees North Star's existing contracts and is involved in the procurement of new contracts. Mr. Sotelo has successfully secured over 70 government contracts since 2007. He is instrumental in maintaining public agency relationship through community involvement and great customer service. Mr. Sotelo is known for his involvement in the communities in which we conduct business in. He was the President for the City of South Gate Chamber of Commerce from 2014-2016. He serves as the key person between the city to North Star in order to best serve the community.

Jessica Alvarez, Accounting/Human Resources Manager

Jessica manages North Star Land Care corporate office daily operations in Accounting and Human Resources. Jessica also ensures North Star Land Care meets Cal OSHA, Federal and State Labor Law requirements and compliance. Jessica possesses 5 plus years' experience in Accounting and Human Resources and is CPR/First Aid/BLS certified.

Salvador Covarrubias- Business Development Manager

Salvador has over 5 years of experience in Customer Service and Sales environments. He holds a bachelor's degree in Consumer Affairs from CAL State Long Beach. Salvador focuses on searching desirable business opportunities while conducting research on the market. Salvador is also in charge of collection and organizing information within the company database and assists in new bid requirements and effective procedures for North Star Land Care to run more efficiently.

Rene G. Serafin- Field Manager

Rene Serafin has twenty five years of landscape management experience where he has hands on experience working safely with landscaping equipment, landscaping spaces, and has over fifteen years managing landscaping personnel, where his proven style of on field training has had positive results with our clients. Rene ensures all work is completed by deadlines and to expectation and is authorized to act on behalf of North Star.

Juan R. Contreras- Safety Coordinator, CAL OSHA Certified

Juan has over 3 years of experience in the tree maintenance Industry. Juan is responsible for implementing and overseeing the safety of company employees. Juan presents weekly educational discussions on safety on a weekly basis. Juan strives to always ensure a safe working environment and prevent any injuries and accidents.

Raul Hernandez-Irrigation Technician

Raul has 15 plus years' experience in the Landscaping Maintenance Industry. Raul will be the North Star worker in charge of all irrigation needs that are needed for the city.

Juan Saavedra, Pest Control Applicator

20 Years Industry Experience

Christian Serafin, Field Assistant Supervisor

5 years Industry Experience

Miguel Galvez, Mechanic

15 Years Industry Experience

Mario Jimenez, Inventory Specialist

5 Years Industry Experience

PERFORMANCE OF WORK

1. **Daily – Weekly Supervision:**
    a. Report to City representative on a daily basis or as resulted by City staff.
    b. Supervise landscaping services crew to maintain locations.
    c. Supervise traffic control.
    d. Report any damages or injuries within one hour of occurrence.
    e. Respond to any personnel complaints or questions concerning project.
    f. Final inspection of landscape work to insure proper clean-up on daily basis.
    g. Maintain daily records of hours worked by each employee and work completed.
    h. Authorized staff shall meet with the City representative each Friday between 8:30 and 9:00 am, or anytime specified by the City Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. The frequency can be coordinated with City staff as required

2. **Work Schedule:**
    a. Staff will start the landscaping within ten (10) working days of award of contract or as to be determined by the City. Prior to commencing work, submit and gain approval of a weekly work schedule indication the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
    b. Staff will notify the City of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any work in the City or as directed by the City representative and Grounds Supervisor.
    c. Multiple job sites will be worked at a time unless one site requires the entire assigned crew.
    d. As soon as notified by the City of award of contract North Star representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. The schedule will be modified, as necessary, during the course of the contract, based on City's needs.

3. **Landscape Work Performed:**
    a. Will be according to the landscaping best practices.
    b. Staff will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.
    c. Hazardous Condition Notifications: Staff will report to the Foreman/Grounds Supervisor of any defects or hazardous within an hour of notice.
    d. Any activities found by the City to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by North Star.
    e. North Star will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
    f. Staff will exercise precaution as necessary when working adjacent to utilities.
    g. Sprinkler repair will be made immediately. Most North Star trucks are equipped to handle most sprinkler repairs as they occur.

4. **Wildlife Protection Plan:**
    a. North Star offers full service Trim Care. Therefore, North Star has an established Wildlife Protection Plan.
    b. North Star understand the importance of the wildlife protection plan. We currently instruct all of our employees that if they come across any birds, nests, feathers, eggs, etc... they are to stop any landscape work immediately and NOT touch or remove it themselves. They have also been instructed to notify their supervisor immediately so that he/she can notify the City officials and make the proper determinations.
    c. North Star currently has employees certified with the Wildlife Training Institute...after careful research we felt the need to be completely certified as a wildlife protector, in order to address these issues properly and safely.

5. **Hours of work in City:**
    a. North Star will observe all holidays recognized by the City and the City shall provide inspection for a 40-hour work shift (7:00 am to 4:00 pm or as directed by the City)
    b. Before performing any work at said times, staff shall give written notice to the City so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed as applicable.
    c. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

6. **Emergency – On Call Work**
    a. North Star will provide the City with 24-hour emergency phone numbers and names of at least two (2) assigned individuals to be contacted in case of an emergency or call out.
    b. Staff will respond and begin emergency work/call out within 1 hour and will communicate with assigned City staff of the completion of assigned work via, telephone call, text, or email.
    c. City staff will be immediately notified if any changes in assigned North Star personnel, telephone numbers and or pagers.

7. **Clean-Up & BMP**
    a. North Star shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
    b. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
    c. City authorized representative shall be the sole judge as to the adequacy of the clean-up.
    d. Staff shall fully adhere to the City's BMP practices.
    e. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
    f. Staff will adhere to Federal, State, and local requirements for BMPs.

8. **Compliance with Laws and Regulations:**
    a. North Star shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal,

County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

9. Drug Free Workplace:

a. North Star published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
b. North Star has established a Drug Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
c. North Star's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such employee, up to and including termination.

10. Photographs:

a. North Star will supply the City representative photographs as resulted.
b. North Star will supply the City representative photographs of any damages that occur to public and or private property or persons.

11. Disposal of Materials:

a. All debris produced as a result of North Star's operations will be reduced reused, recycled, and/or transformed.
b. Weight slips or load slips for material removed from the City will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting reusage per AB 939.
c. Staff operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the County of Riverside and County of Los Angeles.

12. Public Safety/ Traffic Control:

a. North Star shall furnish, erect, and maintain such lights, barricades, bridges, and other devices as required by the City, State, Federal and County "Public Safety" of the Standard Specifications. Should the City point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve North Star of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
b. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
c. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
d. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.

e. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when landscaping operations are suspended for any reason, North Star shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
f. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
g. Whenever North Star's operations require one-way traffic or create a condition hazardous to the public traffic, staff shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. Staff shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.
h. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.

13. Customer Service:

a. In the forefront of providing great customer we have Salvador Covarrubias, who holds a Bachelor's Degree in Consumer Affairs who bring all customer needs to light as he instills the core values of being felt valued and appreciated to all our customers from the public to city staff. North Star believes strong customer service is a foundational pillar to a successful relationship. North Star has highly trained customer service representatives in speaking with the staff on any concerns they might have. All our customer service representatives are very patient and courteous. They have been trained to use the best possible approach to address any concerns or issues that might arise from the staff, administration, City council or the public. At North Star we have customer representatives on the line daily who will answer and respond to any phone or email demands that may arise. At North Star we understand the importance of listening to a resident's complaint while NOT interrupting them while they are always speaking, we are respectful and calm. This will help resolve the issues on hand immediately and efficiently
b. Our protocol is to have complaints resolved within 24 to 48 hours of the incident. Our representatives are trained to specifically handle and resolve damage to any property, both private and public. North Star has the capability to immediately address and dispatch our incidents representative to the incident site to take the proper measurements and take action right away. All repairs should be acceptable to the City, and the private property/resident.

14. Training

a. When hired at North Star, our employees go through orientation where they will become aware of dangers that may arise on the job site as well as be given a description and their duties assigned to their role.
b. In the first 2 week, employees will have on field training where a field manager will be assisting them in learning day to day operations.
c. Twice a year North Star sends out employees to develop more specialty training from CPR training, Aerial Rescues, and Traffic Control.
d. Weekly, our Safety Coordinator presents a tail gate meeting where we cover safety topics for our North Star workers to be reminded that do our daily work in the safest manner.

Financial Statement

North Star is prepared to produce these confidential financial documents upon request.

Credit References

Name:	Ford Credit
Contact Information	1(800) 727-7000 P.O. Box 552679 Detroit, MI 48255

Name:	RDO
Contact Information	310-223-2400 1300 Kona Dr Compton, CA 90220

Name:	TD Auto Finance
Contact Information	1(800) 556-8172 P.O. Box 9223 Farmington Hills, MI 48333

Name:	Vermeer
Contact Information	310-223-2400 1300 Kona Dr Compton, CA 90220

Name:	De Lage Landen Financial Services Inc.
Contact Information	1(800) 736-0220 1111 Old Eagle School Road Wayne, PA 19087

Equipment

Motor Vechiles/Equipment

- 10 Pick Up Trucks
- 1 Roll-off Truck
- 3 40 yard Containers
- 2 Arrrow boards
- 1 One-ton Dump Truck
- 2 Small Trailers
- 3 25 yard Dump Trucks
- 2 Utility Vechiles

Landscaping Equipment/ Pruning Equipment/ Tools/ Safety Equipment:

- 5 Hedge trimmers- extensions
- 6 Lawn edgers- extensions
- 6 Lawn Mowers
- 3 Exmark Lazer z lawn mowers
- 8 Leaf Blowers
- 12 String Trimmers
- 5 Weed Killer Applicators
- 40 28" Safety cones
- Misc. Safety Equipment (Traffic and Pedestrian Signs)- Gloves, Safety Glasses, Hard Hats, Ear Plugs, Safety Vests, Stop & SLow Hand Signs and Safety Flags

North Star has more than enough equipment and resources to fulfill our contract obligations with the city of Baldwin Park in a very professional manner. In the event more equipment is needed for this project, we will get it from our maintenance facility. We have a major inventory of equipment as mentioned above to fulfill all our other contractual agreements with our other City Clients.

North Star Landscape Uniforms

Work History

The following are Four (4) projects similar to this project:

City of Huntington Park

- Landscape Maintenance Services currently under contract for $277,515 per year. The contract was acquired in 2019. The contract entails us to provide all grounds / landscape maintenance at city parks and listed public facilities, including, but not limited to pruning, trimming, shaping, and training of shrubs and groundcover plants, removing and controlling weeds, controlling plant diseases and pests, mowing lawn, edging lawn and groundcovers, irrigating plant materials, maintaining and repairing irrigation systems, removing trash and debris.
- Daniel Hernandez, Director of Public Works (323)395-1480
- Currently under contract.

City of Montebello

- Landscape Maintenance Services currently not under contract but was contracted for $140,000 per year. The contract was acquired in 2018. The contract entailed maintenance of all exterior landscaping including, city parks, lawn areas, planters, banks, flower beds, island median strips, irrigation systems adjacent to buildings and in and around parking lots.
- David Sosnowski, Director of Recreation & Community Services (323)887-1200
- Currently not under contract.

City of Maywood

- Landscape Maintenance Services currently under contract for $117,600 per year. The contract was acquired in 2019. The contract entails maintenance of all exterior landscaping including, city parks, lawn areas, planters, flower beds, irrigation systems, removing trash and debris.
- Abel Hernandez, Public Works Coordinator (323)562-5700
- Currently under contract.

Los Angeles County Habitat Authority

- Landscape Maintenance Services currently under contract for $55,000. The contract was acquired in 2018. The contract entails removal of weeds, removal of all dead limbs, dead brush and other dead vegetation, removal of rubbish and trash, and trimming of trees so that low hanging limbs do not allow fire transfer from ground fuels to the tree.
- Andrea Gullo, Executive Director (562)945-9003
- Currently under contract.

Puente Hills Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

References

Reference #1

Name:	Daniel Hernandez
Organization:	City of Huntington Park
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 395-1480 6900 Bissell St. Huntington Park, CA 90255
Date of Services	01/2019 to Present

Reference #2

Name:	David Sosnowski
Organization:	City of Montebello
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 887-1200 1600 W Beverly Blvd. Montebello, CA 90640
Date of Services	05/2018 to 09/2020

Reference #3

Name:	Abel Hernandez
Organization:	City of Maywood
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 562-5700 4319 Slauson Ave. Maywood, CA 90270
Date of Services	06/2019 to Present

Reference #4

Name:	Alvaro Encarnacion
Organization:	City of Huntington Park
Type of Service	Citywide Tree Maintenance
Contact Information	(323) 353-7504 6900 Bissel St. Huntington Park, CA 90255
Date of Services	05/2018 to Present

Reference #5

Name:	Andrea Gullo
Organization:	Los Angeles County Habitat Authority
Type of Service	Weed Abatement
Contact Information	(562) 945-9003 7702 Washington Ave Suite C Whittier, CA 90602
Date of Services	05/2018 to Present

Public Works Department

August 29, 2019

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide a letter of recommendation for North Star Landcare. North Star has provide excellent customer service and superior tree trimming and tree care services. We value our relationship and continue to develop our tree program.

Recently, Tony Martinez and I started working on updating North Stat's database and its integration into our GIS system. This is a clear example of North Star's commitment to our city.

If you have any questions, please don't hesitate to contact me at 323-395-1480.

Sincerely,

Daniel Hernandez,
Director of Public Works

6900 Bissell Street | Huntington Park, CA 90255 | (323) 584-6274 | www.hpca.gov

CITY OF MAYWOOD
INCORPORATED SEPTEMBER · 2 · 1924
CALIFORNIA

August 27, 2020

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide this letter of recommendation to Tony Martinez for North Star Landcare. North Star has provided excellent customer service, landscaping maintenance, and tree maintenance services for the City of Maywood. We value the relationship we have forged with North Star thus far as we continue to develop our landscaping and tree maintenance programs with them. We are very satisfied with the company's versatility and efficient communication with our staff.

Recently, Tony Martinez and I have begun working on integrating Maywood's tree data onto North Star's database.

If you have any questions, please do not hesitate to contact me at 323-562-5700

Sincerely,

Abel Hernandez
Public Works Coordinator
City of Maywood

Insurance

ACORD

NORTSTA-01 RSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2020

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 have ADDITIONAL INSURED provisions or 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 TOR Insurance Services, Inc. 1510 W. Whittier Blvd #94 La Habra, CA 90631	CONTACT NAME: Jose Laris PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jose@torinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Argonaut Great Central Insurance Company — 19801
INSURED NORTH STAR LAND CARE & North Star Landscape 10831 Downey Avenue Downey, CA 90241	INSURER B: INSURER C: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR			LAN2901417-00	3/6/2020	3/6/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ARBORISTS ERROR	$ 1,000,000
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			LAN2901417-00	3/6/2020	3/6/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER	CANCELLATION
Insureds File Copy	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 (2016/03)

Proposal Schedule

SECTION C
PROPOSAL SCHEDULE

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

SITE	LOCATION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
Katella median islands	East of the 605 freeway to Walker Street	13,390	LF	$ 0.45	$ 6,025.50
Los Alamitos Boulevard median islands	South of Coyote Creek to North of Bradbury Road	9,088	LF	$ 0.45	$ 4,089.60
Farquhar Avenue – Southside wall and parkway area	East of Bloomfield Avenue to America Drive	1,847	LF	$ 0.12	$ 221.64
Rossmoor Islands	East of Los Alamitos Boulevard to West of Pine Street	420	LF	$ 0.45	$ 189.00
Bradbury Islands	East of Los Alamitos Boulevard to West of Pine Street	417	LF	$ 0.45	$ 187.65
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)	59,100	SF	$ 0.12	$ 7,092.00
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Sheperd Presbyterian Church to Mobil Gas)	6,240	SF	$ 0.12	$ 748.80
Katella Avenue	south side (605 to Polly Pies)	52,272	SF	$ 0.12	$ 6,272.64
Farquhar Avenue	south side	8,712	SF	$ 0.12	$ 1,045.44
Sterns Park	3871 Farquhar Avenue	4,356	SF	$ 0.12	$ 522.72
Soroptimist Park	10822 Pine Street	3,920	SF	$ 0.12	$ 470.40
Stansbury Park	3711 Toland Avenue	21,780	SF	$ 0.12	$ 2,613.60
Laubordette Park	4401 Howard Avenue	8,712	SF	$ 0.12	$ 1,045.44
Little Cottonwood Park	4000 Farquhar Avenue	235,224	SF	$ 0.12	$ 28,226.88
Orville Lewis Park	3662 Kempton Drive	47,916	SF	$ 0.12	$ 5,749.92
Laurel Park	10915 Bloomfield Street	139,392	SF	$ 0.12	$ 16,727.04
Sierra Circle, green belt	Cerritos and Bloomfield	3,039	SF	$ 0.12	$ 364.68
City Hall Complex (to include Roberts Park.	3191 Katella Avenue	26,136	SF	$ 0.12	$ 3,136.32

rear of Community Center)					
Ticonderoga/Katella service road	East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Café)	873	LF	$ 0.12	$ 104.76
Oak Bike Path	Oak Street to Coyote Creek Park	1,016	LF	$ 0.12	$ 121.92

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

Proposal Schedule Total: $ 84,955.95

Proposal Schedule Total (in word): Eighty-Four Thousand Nine Hundred Fifty-Five Dollars And Ninety-Five Cents

North Star Landscape
Company Name of Proposer

December 17, 2020
Date

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: January 19, 2021 ITEM NUMBER: 10G

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

Via: **Chet Simmons, City Manager**

From: **Craig Koehler, Interim Finance Director**

Subject: **Los Alamitos Measure Y Fiscal Accountability Pledge**

SUMMARY

On November 3, 2020, Measure Y was successfully passed by a majority of Los Alamitos voters. All funds generated will remain under local control and for the benefit of the Los Alamitos community. Revenue will be subject to independent annual audits and regular reports back to the community to detail how money is being spent.

To provide additional transparency and accountability a “Fiscal Accountability Pledge” was developed that outlines the City’s commitment to the responsible allocation any significant increase in general fund revenues. At its regular meeting on October 19, 2020, the Los Alamitos City Council adopted a Fiscal Accountability Pledge.

RECOMMENDATIONS

1. Discuss the proposed Fiscal Accountability Pledge; and,

2. Modify as needed; and,

3. Adopt the Fiscal Accountability Pledge, as a guide to helping the Los Alamitos community maintain the ”Quality of Life” for our residents and business community.

BACKGROUND

After a series of community meetings about the City’s financial situation and sustainability, the Los Alamitos City Council voted to place Measure Y – the Quality of Life, 911 Police Response, Business/Job Protection Measure – on the November 3rd ballot.

At its regular meeting on October 19, 2020, the Los Alamitos City Council adopted a Fiscal Accountability Pledge. With the November 3rd elections, three of the Council seats changed. The Fiscal Sustainability Pledge is being brought back to allow the newly elected Council Members, along with the returning Council Members, to consider the pledge.

DISCUSSION

Measure Y funds will be subject to independent annual audits, and regular reports back to the community to detail how money is being spent. Measure Y funds cannot be taken by the State and can only be used in Los Alamitos for local community priorities. To provide further transparency and accountability it is recommended the City adopt a Fiscal Accountability Pledge which identifies how the majority of the Measure Y revenues will be used with a focus of maintaining essential City services.

Finally, this pledge is a clear guide to helping the Los Alamitos community to maintain the "Quality of Life" for our residents and business community.

- Maintain rapid 911 emergency response and neighborhood police patrols.
- Maintain senior and youth programs and provide for other essential community Services.
- Provide for Public Safety including anti-gang & drug programs.
- Stimulate the local economic growth by helping retain and attract local businesses and jobs.
- Repair streets / sidewalks / roadways / parks and aging infrastructure; and
- Provide for other essential city services which preserve the Quality of Life in Los Alamitos.

FISCAL IMPACT

None.

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

Attachment: 1. Fiscal Accountability Pledge

The City of Los Alamitos' mission is to deliver cost-effective quality public services to provide a safe and desirable community that enriches its residents and businesses.

The City Desires to:

- Provide essential city services ensuring Los Alamitos residents' "Quality of Life"
- Maintain neighborhood police patrols and rapid 911 response to keep our City a safe place to live
- Maintain high-quality customer service through the recruitment and retention of quality staff
- Provide best in class senior, youth, and community services programs and events
- Maintain and enhance the City's infrastructure and facilities

The Pledge: The City of Los Alamitos is committed to sound financial policies that maximize the highest level of City services for the people of Los Alamitos while preserving the community's Quality of Life. The City Council recognizes the need to protect the City's assets and to ensure long-term financial sustainability.

The City of Los Alamitos, like many cities in California, is experiencing significant financial challenges. This is due to the continued state takeaway of local revenues, unfunded state and federal mandates, fiscal impacts of COVID-19, increasing service demands, and increased costs, which are out of the City's control. In order to maintain a balanced budget, the City has taken significant steps to cut costs including permanent staff reductions, reduced benefits for employees, local pension reform, and contracting out of city services. The City of Los Alamitos is a built out bedroom community with an aging infrastructure, which has limited ability to generate significant new revenues to cover the cost of a growing structural budget deficit. This has and will continue to impact City services.

Therefore, in the event there are any significant increases in the City of Los Alamitos's revenues, the Mayor and City Council believe that the majority of this money should be used to:

- Maintain rapid 911 emergency response and neighborhood police patrols.
- Maintain senior and youth programs and provide for other essential community services.
- Provide for Public Safety including anti-gang & drug programs.
- Stimulate the local economic growth by helping retain and attract local businesses and jobs.
- Repair streets, sidewalks, roadways, parks, and aging infrastructure.
- Provide for other essential city services, which preserve the Quality of Life in Los Alamitos.

The Mayor and City Council also believe, that whenever additional revenue are realized, City leadership should seek opportunities to:

- Fund essential infrastructure projects.
- Pay down unfunded liabilities.
- Rebuild and maintain the City's established reserves levels.

Finally, the City Council believes this pledge is a clear guide to helping the Los Alamitos community to maintain the **"Quality of Life"** for our residents and business community.

Unanimously adopted by the City Council on October 19, 2020.