

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

REVISED AGENDA
CITY COUNCIL
REGULAR MEETING

TUESDAY, January 21, 2020 – 6:00 p.m.

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 in the City Clerk's Office, 3191 Katella Ave., Los Alamitos CA 90720, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

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. Assisted listening devices may be obtained from the City Clerk at the meeting for individuals with hearing impairments.

Persons wishing to address the City Council on any item on the City Council Agenda should complete a blue "Request to Speak" card and will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink
- 3. PLEDGE OF ALLEGIANCE**
Mayor Murphy will lead Pledge of Allegiance.
- 4. INVOCATION**
Council Member Hasselbrink will give the Invocation.

5. PRESENTATIONS

- A. Presentation of a Commendation to Master Sergeant Bobby Chavez for his Partnership with the City**
- B. Presentation of a Certificate of Appointment to Parks, Recreation, and Cultural Arts Commissioner Jose Orozco**

6. ORAL COMMUNICATIONS

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

7. COUNCIL ANNOUNCEMENTS

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

Ratify the Warrants for January 21, 2020, in the amount of \$978,504.63, 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 22, 2020 to February 18, 2020.

ROLL CALL

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

10. CONSENT CALENDAR

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

- A. Approval of Minutes (City Clerk)**
Approve the City Council Regular Minutes of December 16, 2019 and the Special Minutes of December 17, 2019 and December 21, 2019.
- B. Annual Update of the Records Management Program (City Clerk)**
In October 2015, the City Council adopted the City-wide Records Management Program. Part of this Program included a day dedicated to records management and annual updates to the retention schedule. This item recommends changes to the policy to ensure continued success of the program.

Recommendation: Adopt Resolution 2020-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A

RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2018-34 IN ITS ENTIRETY”.

C. Appointments to the Parks, Recreation, and Cultural Arts and Traffic Commissions (City Clerk)

This report provides relevant information by which the City Council may appoint members to the Parks, Recreation, and Cultural Arts Commission and the Traffic Commission.

Recommendations:

1. Appoint William Bandak to the Parks, Recreation, and Cultural Arts Commission for an unexpired term ending December 2020; and,
2. Appoint Bruce Murphy to the Traffic Commission for a three-year term expiring December 2022; and,
3. Direct the City Clerk to recruit for the unexpired term on the Parks, Recreation, and Cultural Arts Commission.

D. Comprehensive Annual Financial Report for June 30, 2019 (Finance)

For City Council consideration is the receipt of the fiscal year 2018-2019 audit reports.

Recommendation: Receive and file the annual audit reports for fiscal year 2018-2019, including the Comprehensive Annual Financial Report (CAFR), Audit Communication Letter, and the Report on Internal Control.

E. Adoption of the Legislative Platform for 2020 (City Manager)

The Legislative Action Plan identifies the City’s Legislative Platform for 2020 and provides program procedures for the City to effectively participate in the legislative process.

Recommendation: Adopt Resolution 2020-02, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE 2020 LEGISLATIVE PLATFORM.”

F. Request for Proposals for Auditing Services (Finance)

The contract has expired with Lance, Soll, & Lunghard, LLP, the CPA firm the City has used the past five fiscal years for auditing services. To enter into a new contract requires the City issue a Request for Proposal, so the City can retain the best qualified firm at the most reasonable cost.

Recommendation: Review, approve, and publish the attached Request for Proposal (RFP) for Auditing Services.

G. Interim Development Services Director (City Manager)

This report seeks consideration of approval of the Consulting Services Agreement for Interim Development Services Director with Charles Abbott Associates, Inc.

Recommendation: Authorize the Mayor to enter into the Consulting Services Agreement for Interim Development Services Director with Charles Abbott Associates, Inc.

H. Appointment of City Engineer (City Manager)

Pursuant to Los Alamitos Municipal Code Section 2.24.020, the City Engineer is to be appointed by a majority vote of the City Council. For greater than a decade, the City has contracted for City Engineer services with Willdan. David Hunt of Willdan has served as City Engineer during this time period and recently retired. Chris Kelley of Willdan has supported Mr. Hunt for the past few months in preparation for serving as the new City Engineer.

Recommendation: Adopt Resolution No. 2020-03 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CHRIS KELLEY OF WILLDAN AS CITY ENGINEER."

I. Authorization to Execute an Agreement with Southern California Edison (SCE) for the Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Development Services)

This report describes the City's current street light conditions and proposes the replacement of all Southern California Edison (SCE) lights in the City, to 3000 kelvins (k) and/or 4000 kelvins (k), where appropriately designated.

Recommendations:

1. Authorize staff to negotiate the appropriate street lighting color temperature (3000k/4000k) and wattage to replace the existing light fixtures on all Southern California Edison (SCE) street lights in residential and commercial streets; and,
2. Authorize the City Manager to enter into an agreement with Southern California Edison (SCE) for the Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement in a form as approved by the City Attorney.

J. Award of Bid for the Noel Street Pavement Rehabilitation Project (CIP No. 19/20-03) (Development Services)

This report recommends award of a bid to begin facilitating the construction of the proposed grinding and overlay work along Noel Street, from Katella Avenue to Farquhar Avenue.

Recommendations:

1. Award construction for the Noel Street Pavement Rehabilitation Project (CIP No. 19/20-03) in the amount of \$116,565.00 to All American Asphalt; and,
2. Authorize the Mayor to execute the contract with All American Asphalt 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 \$11,657.00.

K. Approval of Amendment No. 1 with Greentech Landscape Inc. for Annual Park and Landscape Maintenance Services (Development Services)

This item provides a basis for continuing services with Greentech Landscape Inc. to provide annual Park and Landscape Maintenance for one additional year. The current Professional Services Agreement (PSA) expires on February 19, 2020, and can be extended for one year by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 1 of the Professional Services Agreement with Greentech Landscape Inc.

L. Adopt Ordinance No. 2019-08 – Zoning Ordinance Amendment (ZOA) 19-01, 4281 Katella Avenue (Development Services)

At its regular meeting of December 16, 2019, the City Council introduced for first reading Ordinance Number 2019-08. This document would adopt Zoning Ordinance Amendment (ZOA 19-01) requesting approval to change the Zoning District designation from Planned Light Industrial (P-L-I) to Commercial Professional Office (C-O) for the property located at 4281 Katella Avenue.

Recommendation : Adopt Ordinance No. 2019-08, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 19-01 TO CHANGE THE ZONING DISTRICT FOR FOUR PARCELS ON 3.9 ACRES FROM PLANNED LIGHT INDUSTRIAL (P-L-I) TO COMMERCIAL PROFESSIONAL OFFICE (C-O) AT 4281 KATELLA AVENUE, (APNS 241-241-20, 241-241-21, 241-241-25 & 241-241-26) (APPLICANT: PERRY BANNER)."

11. ORDINANCES

A. Introduction of Anti-Camping Ordinance Prohibiting Camping and Storage of Personal Property in Public Areas (Development Services)

This ordinance is intended to add language to Los Alamitos Municipal Code Title 12 providing certain provisions that will prohibit camping and the storage of personal property in public areas throughout the City of Los Alamitos.

Recommendations:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2020-01; and,
2. City Attorney Daudt read the title of Ordinance No. 2020-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 12.52 TO TITLE 12 OF THE LOS ALAMITOS MUNICIPAL CODE PROHIBITING CAMPING AND THE STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS".

B. Amendment to Sequence of District Elections in Response to City Council Vacancy (City Attorney/City Clerk)

In response to the recent resignation of City Councilmember Warren Kusumoto, and in order to advance the City's transition from at-large to by-district elections, proposed Ordinance No. 2020-would amend Ordinance No. 2018-50 (the "Districting Ordinance") to provide for the election of three, rather than two, City Councilmembers by-district at the next General Municipal election.

Recommendations:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2020-02; and
2. City Attorney Daudt read the title of Ordinance No. 2020-02 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING ORDINANCE NO. 2018-05 TO REVISE THE SEQUENCE OF DISTRICT ELECTIONS."

12. DISCUSSION ITEM

A. Reconsideration of City Council Member Appointments as Representatives to other Agencies and City Committees for 2020 (City Clerk)

On January 14, 2020, the City Council appointed Tanya Doby to fill the vacant position created by former Council Member Warren Kusumoto's resignation on December 16, 2019. This report provides relevant information for the City Council's reconsideration of annual appointments of Council Members as representatives to other Agencies.

Recommendation: Nominate and vote for appointments regarding the Representatives to Other Agencies and City Committees.

13. CLOSED SESSION

A. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957

Title: City Manager

B. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

City designated representative: Michael Daudt, City Attorney

Unrepresented employee: City Manager

14. DISCUSSION ITEM (continued)

A. City Manager Employment Agreement (City Attorney)

Following the conclusion of labor negotiations, the City Council will consider approval of a City Manager Employment Agreement.

Recommendations:

1. Receive a verbal summary of the proposed City Manager Employment Agreement; and,
2. Authorize the Mayor to execute the City Manager Employment Agreement in a form approved by the City Attorney.

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: Los Alamitos City Hall, 3191 Katella Ave.; Los Alamitos Community Center, 10911 Oak Street; and, Los Alamitos Museum, 11062 Los Alamitos Blvd.; not less than 72 hours prior to the meeting.



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

CITY OF LOS ALAMITOS

A/P Warrants

January 21, 2020

To Ratify

Pages:

1-2	\$	35,840.57	Warrants	12/18/2019
3-4	\$	21,443.27	Warrants	12/31/2019
5-7	\$	126,046.56	Warrants	01/03/2020
8-11	\$	314,096.54	Warrants	01/15/2020
	\$	9,170.26	January Retirees	01/02/2020
	\$	136,976.43	Payroll	12/13/2019
	\$	73,553.47	Benefits & Withholdings	12/13/2019
	\$	133,184.72	Payroll	12/27/2019
	\$	128,192.81	Benefits & Withholdings	12/27/2019

Grand Total \$ 978,504.63

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 January 22, 2020 to February 18, 2020.

Statement:

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

Certified by Eric Hendrickson, Finance Director


 this 15th day of January, 2020

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CITY MANAGER	GENERAL FUND	OFFICE SOLUTIONS BUSINESS PRODUCTS	ADMIN OFFICE SUPPLIES TOTAL:	10.83 10.83
ADMINISTRATIVE SERVICE	GENERAL FUND	LANCE, SOLL & LUNGHARD LLP OFFICE SOLUTIONS BUSINESS PRODUCTS	2019 AUDIT SERVICES FINANCE OFFICE SUPPLIES TOTAL:	14,000.00 13.79 14,013.79
SPORTS	GENERAL FUND	WIRELESS TELEMATICS JARED E. LLOYD	ANNUAL FEE LIGHTING LAUREL HCE DROP IN 11/12 HCE DROP IN 11/21 TOTAL:	1,200.00 32.00 16.00 1,248.00
SPECIAL CLASSES	GENERAL FUND	YING LIU CARRI FOX MOLLY H. KNOX JILLIAN MARIE HARDWICK ESTHER G. RANDOLPH	PORTRAIT WKSP DROP IN 11/1 LINE DANCE DROP IN 11/13 LINE DANCE DROP IN 11/20 LINE DANCE DROP IN 11/27 BALANCE AND FITNESS DROP I MAT PILATES CHAIR YOGA DROP IN 4/18 ESTHER G. RANDOLPH CHAIR YOGA DROP IN 11/14 CHAIR YOGA DROP IN 11/20 CHAIR YOGA DROP IN 11/21 CHAIR YOGA QIGONG DROP IN 11/14 QIGONG DROP IN 11/21 QIGONG ADVANCED GUITAR DROP IN 11 LINE DANCE DROP IN 11/18 LINE DANCE DROP IN 11/25 BEGINNING LINE DANCING INTERMEDIATE LINE DANCING TOTAL:	87.75 22.40 19.60 11.20 86.10 196.30 25.35 42.25 25.35 33.80 25.35 176.15 16.90 8.45 811.20 11.70 65.00 65.00 96.85 146.25 1,972.95
NON-DEPARTMENTAL	GENERAL FUND	CITY OF LA KABRA	NORTH SPA NAVIGATION CENTE TOTAL:	18,595.00 18,595.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND			35,840.57
	GRAND TOTAL:			35,840.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	23.38
			TOTAL:	23.38
CITY MANAGER	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	63.76
			TOTAL:	69.30
				133.06
ADMINISTRATIVE SERVICE	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	35.26
			TOTAL:	8.51
				46.20
			TOTAL:	21.75
				111.72
POLICE ADMINISTRATION	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	64.17
			TOTAL:	46.20
				110.37
PATROL	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	186.86
			TOTAL:	186.86
INVESTIGATION	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	15.38
			TOTAL:	15.38
RECORDS	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	20.50
			TOTAL:	46.20
				66.70
COMMUNITY OUTREACH	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	15.38
			TOTAL:	23.10
				38.48
YOUTH SERVICES	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	15.38
			TOTAL:	15.38
COMMUNITY DEVEL ADMIN	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	10.25
			TOTAL:	12.92
				46.20
			TOTAL:	69.37
PLANNING	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	10.25
			TOTAL:	23.10
				33.35
PUBLIC WORKS ADMIN	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	10.25
			TOTAL:	12.92
				23.17
STREET MAINTENANCE	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	41.00
		SOUTHERN CALIFORNIA GAS	STANDARD INSURANCE COMPANY	92.40
		SOUTHERN CALIFORNIA EDISON	DEC 2019 GAS 3614 FENLEY	14.79
		DELTA DENTAL INSURANCE COMPANY	DEC 2019 ELECTRICITY	14,242.64
			DELTA DENTAL INSURANCE COM	16.22
			TOTAL:	14,407.05
PARK MAINTENANCE	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	20.50
			TOTAL:	46.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
BUILDING MAINTENANCE	GENERAL FUND	SOUTHERN CALIFORNIA EDISON	DEC 2019 ELECTRICITY	377.85
			DEC 2019 ELECTRICITY	282.66
			TOTAL:	727.16
		STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	10.25
			STANDARD INSURANCE COMPANY	23.10
			DEC 2019 GAS 3191 KATELLA	234.92
		SOUTHERN CALIFORNIA GAS	DEC 2019 GAS 10911 OAK	275.44
			DEC 2019 ELECTRICITY	37.68
		SOUTHERN CALIFORNIA EDISON	DEC 2019 ELECTRICITY	2,503.91
			DEC 2019 ELECTRICITY	1,851.90
			TOTAL:	4,937.20
RECREATION ADMINISTRAT	GENERAL FUND	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	78.93
			STANDARD INSURANCE COMPANY	14.35
			STANDARD INSURANCE COMPANY	115.50
		VSP CALIFORNIA	VSP CALIFORNIA	39.62
			DELTA DENTAL OF CALIFORNIA	133.58
NON-DEPARTMENTAL	POOL CLEARING FUND	TOTAL:	381.98	
		STANDARD INSURANCE COMPANY	2.05	
		STANDARD INSURANCE COMPANY	160.61	
			TOTAL:	162.66

FUND TOTALS	
10 GENERAL FUND	21,280.61
99 POOL CLEARING FUND	162.66
GRAND TOTAL:	21,443.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	NEXGEN CONSTRUCTION: REFUND	4.00
			MEGAN KAPLINSKY: REFUND	23.20
			LAURA VALDIVIA: REFUND	11.60
			NICOLA POITINGER: REFUND	11.60
			NIKKI VADHER: REFUND	11.60
			NOV 2019 CONNECTION CHARGE	830.30
			OCT 2019 CONNECTION CHARGE	1,566.55
			TOTAL:	2,458.85
CITY COUNCIL	GENERAL FUND	LOS ALTOS TROPHY	GAVEL PLAQUE - KUSUMOTO	43.71
			TILE PLAQUES - DAVE HUNT	34.91
			TOTAL:	78.62
CITY MANAGER	GENERAL FUND	TIME WARNER CABLE	CABLE/INTERNET SVC DEC 201	67.32
			TOTAL:	67.32
ADMINISTRATIVE SERVICE	GENERAL FUND	GOV'T FINANCE OFFICERS ASSOCIATION	CAFR AWARD FOR FY 18/19	460.00
		SAFEGUARD BUSINESS SYSTEMS INC.	W2 & 1099 TAX FORMS	317.94
		SCIENTIA CONSULTING GROUP, INC.	IT SERVICES JAN 2020	5,871.00
			EXTRA HOURS DEC 2019	3,467.50
			TOTAL:	10,116.44
CITY ATTORNEY	GENERAL FUND	WOODRUFF, SPRADLIN & SMART	PROSECUTOR SVCS	1,552.50
			GENERAL ADVISORY NOV 2019	12,060.00
			LITIGATION SVCS NOV 2019	1,320.00
			TOTAL:	14,932.50
POLICE ADMINISTRATION	GENERAL FUND	BLUE 360 MEDIA, LLC	CA PENAL CODE & VEHICLE CO	447.53
			TOTAL:	447.53
INVESTIGATION	GENERAL FUND	LEADSONLINE LLC	PD DETECTIVES PROGRAM	1,881.00
			TOTAL:	1,881.00
TRAFFIC	GENERAL FUND	DATA TICKET, INC.	NOV 2019 CITATION PROCESSI	754.37
			TOTAL:	754.37
PLANNING	GENERAL FUND	CARTRIDGE WORLD OF LOS ALAMITOS	PRINTER INK - PLANNING DEP	230.57
		MOORE, IACOFANO & GOLTSMAN, INC.	ZONING CODE UPDATE	1,014.00
			TOTAL:	1,244.57
NPDES	GENERAL FUND	COUNTY OF ORANGE TREASURER-TAX	19/20 NPDES AGREEMENT D02-	18,292.15
		FUSCOE ENGINEERING	NOV 2019 MS4 PROGRAM	612.00
			TOTAL:	18,904.15
PUBLIC WORKS ADMIN	GENERAL FUND	SIR SPEEDY	PW BUSINESS CARDS	90.34
			TOTAL:	90.34
STREET MAINTENANCE	GENERAL FUND	LOS ALAMITOS AUTO PARTS	DRAIN HOSE - FENLEY PUMP S	95.68
		GANAHL LUMBER COMPANY	RAINBOOTS	26.93
			WOOD - CHRISTMAS TREE PLAT	161.39
			PAINT - CHRISTMAS TREE PLA	53.05
			PARTS FOR HOLIDAY PLATFORM	19.35
			PARTS FOR HOLIDAY PLATFORM	7.40
			TIMER FOR LIGHTS - CHRISTM	19.36
			WATER CHARGES DEC 2019	2,396.05
			GOLDEN STATE WATER COMPANY	560.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARK MAINTENANCE	GENERAL FUND	SITEONE LANDSCAPE SUPPLY HOLDING, LLC SOUTHERN CALIFORNIA EDISON COMPUTER SERVICE CO.	BURLAP FOR CHRISTMAS TREE	15.12
			DEC 2019 ELECTRICITY CHARG	242.21
			NOV 2019 PREVENTATIVE MAIN	1,470.00
			TOTAL:	5,067.00
PARK MAINTENANCE	GENERAL FUND	ANIMAL PEST MANAGEMENT SERVICES JHM SUPPLY, INC.	GOPHER CONTROL 4000 FARQUH	200.00
			IRRIGATION ROTOR HEADS MCA	140.28
			VALVE BOX	34.37
			WATER CHARGES DEC 2019	5,445.19
			BLENDED SOIL	19.88
			DEC 2019 ELECTRICITY CHARG	17.23
			DEC 2019 ELECTRICITY CHARG	105.47
			EQUIP RENTAL MCAULIFFE REH	727.31
			EQUIP RENTAL MCAULIFFE REH	711.15
			2 CYCLE OIL / PICK UP STIC	87.41
			TOTAL:	7,488.29
BUILDING MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	BULBS/BLUE TAPE/RAGS	22.15
			DRILL BITS	12.91
			WOOD FOR PLAQUE	38.89
			CONCRETE SCREWS	2.75
			SILICONE GLUE & PARTS FOR	12.68
			GENERAL PEST CONTROL	175.00
			RODENT CONTROL - BAIT STAT	60.00
			RODENT CONTROL	60.00
			FY 19/20 SAFETY SHOES	260.00
			JANITORIAL SUPPLIES	869.56
			COMM CENTER PLUMBING REPAI	665.00
			TOTAL:	2,178.94
RECREATION ADMINISTRATION	GENERAL FUND	CANON FINANCIAL SERVICES, INC.	NEW COPIER LEASE - REC	446.72
			TOTAL:	446.72
SPORTS	GENERAL FUND	EAGLE PORTABLES, INC.	JULY 19 - MCAULIFFE PORTAP	743.48
			SEPT 19 - MCAULIFFE PORTAP	743.48
			OCT 19 - MCAULIFFE PORTAPO	743.48
			NOV 19 - MCAULIFFE PORTAPO	743.48
			DEC 19 - MCAULIFFE PORTAPO	743.48
			TOTAL:	3,717.40
SPECIAL CLASSES	GENERAL FUND	ANNE COREEN PENNYPACKER	80'S DANCE WORKOUT	75.40
			LATIN DANCE	269.75
			PRINCESS BALLET	37.70
			FUNK DANCE	196.30
			MUSICAL THEATRE	39.65
			ADULT TAP	130.00
			NEEDLECRAFTS	204.75
			HOLLY JOLLY TODDLER WKSHP	177.45
			MUSIC & MOVEMENT CHILDREN	115.70
			WINTER COOKING DECORATING	321.75
			TENNIS YOUTH BEG WED	46.80
			TENNIS YOUTH INTERMED THUR	325.00
			TENNIS PEE WEE SAT	366.60
			TENNIS YOUTH BEG SAT	216.45
			TENNIS YOUTH INTERMED SAT	438.75
			TENNIS ADULT BEG SAT	179.40
			POLLY WOMACK	
			DIANA C. PEREZ	
			KLIMCZAK GROUP	
			MCKENZIE RICKS	
			KEVIN GARRETT	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SPECIAL EVENTS	GENERAL FUND	J STYLE PREMIUMS	PRESCHOOL T-SHIRTS TOTAL:	646.50 3,787.95
NON-DEPARTMENTAL	GENERAL FUND	EAGLE PORTABLES, INC.	PORTABLE RESTROOMS WINT WO TOTAL:	809.39 809.39
CAPITAL PROJECTS	GAS TAX	ST. OF CALIFORNIA DEPT. OF JUSTICE CALPERS RETIREMENT FAIRBANK, MASLIN, MAULLIN, METZ, & ASS	AUGUST 2019 FINGERPRINTING 2020 REPLACEMENT BENEFIT C COMMUNITY OUTREACH SURVEY TOTAL:	233.00 7,704.00 23,850.00 31,787.00
GARAGE	GARAGE FUND	WEST COAST ARBORISTS, INC. PLUMBERS DEPOT INC.	TREE MAINTENANCE AQUA PATCH FOR POT HOLES TOTAL:	11,299.60 1,499.88 12,799.48
ADMINISTRATIVE SERVICE TECHNOLOGY REPLACE SCIENTIA CONSULTING GROUP, INC.		CWAC INCORPORATED	PD VEHICLE - DODGE CHARGER PW VEHICLE - FORD F550 PD VEHICLE - DODGE CHARGER PD VEHICLE - DODGE CHARGER PD VEHICLE - DODGE CHARGER TOTAL:	1,511.26 719.17 68.00 1,165.30 378.64 3,842.37
INSURANCE	SELF INSURANCE TRU GEORGE HILLS COMPANY, INC.		BACKUP SERVER LICENSE CLOUD BACKUP LICENSES BACKUP CLOUD STORAGE TOTAL:	97.50 33.00 720.00 850.50
			GEN LIAB TPA SVCS DEC 2019 TOTAL:	2,295.83 2,295.83

FUND TOTALS	
10 GENERAL FUND	106,258.38
20 GAS TAX	12,799.48
50 GARAGE FUND	3,842.37
53 TECHNOLOGY REPLACEMENT	850.50
54 SELF INSURANCE TRUST	2,295.83
GRAND TOTAL:	126,046.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	FIRECRACKERS BRASHEAR	
		GRACE COMM CHURCH	GRACE COMM CHURCH:REFUND	24.00
		CLAY SANDERS	CLAY SANDERS:REFUND	150.00
		AYSO REGION 159	AYSO REGION 159:REFUND	48.00
			TOTAL:	1,944.93
				2,166.93
CITY COUNCIL	GENERAL FUND	COMMUNITY MEDIA CORP.	PUBLIC NOTICE ORD 2019-08	211.20
		SIR SPEEDY	BUSINESS CARDS - CHIRCO	45.17
			TOTAL:	256.37
CITY MANAGER	GENERAL FUND	TIME WARNER CABLE	FIBER INTERNET	684.00
		SIR SPEEDY	PHONE SERVICE	39.99
		VERIZON WIRELESS	ADMIN RECEIPT BOOKS	44.95
		OFFICE SOLUTIONS BUSINESS PRODUCTS	ADMIN ENVELOPES	61.67
		MCA DIRECT	VERIZON WIRELESS	81.78
			OFFICE SUPPLIES	20.12
			MODEL RESOS, FORMS, NOTICE	37.71
			TOTAL:	970.22
ADMINISTRATIVE SERVICE	GENERAL FUND	PAPER RECYCLING SPECIALISTS	SHREDDING SERVICES 1/2/202	82.00
		SIR SPEEDY	FINANCE RECEIPT BOOKS	44.96
		KONICA MINOLTA BUSINESS SOLUTIONS U.S.	FINANCE ENVELOPES	61.67
		KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE ADMIN FRONT O	122.08
		LANCE, SOLL & LUNGHARD LLP	COPIER LEASE -- FINANCE	663.28
		DISCOVERY BENEFITS, INC.	COPIER LEASES	268.78
			COPIER LEASES	203.17
			AUDIT SERVICES	1,743.00
			FLEX ADMIN SVCS -- DEC 2019	58.50
			TOTAL:	3,247.44
POLICE ADMINISTRATION	GENERAL FUND	SIR SPEEDY	POLICE RECEIPT BOOKS	44.97
		EMPLOYEE DATA FORMS	50 EMPLOYEE DATA 2019 CALE	28.25
		RIO HONDO COMMUNITY COLLEGE DISTRICT	LOPEZ & RODRIGUEZ FTO SCHO	76.00
			TOTAL:	149.22
PATROL	GENERAL FUND	GALLS / QUARTERMASTER	AGUIRE: 5.11 PANTS & BELT	126.77
		SIR SPEEDY	CASE FILING JACKETS	210.11
		VERIZON WIRELESS	BUSINESS CARDS: JOHN KROK	48.49
			4 GLT, 8 AIR CARDS	238.14
			LAPTOP AIRCARD	38.01
			LAPTOP AIRCARD	38.01
			MDC LAPTOP 12/11 - 1/10	40.01
			VERIZON WIRELESS	0.16
			TOTAL:	739.70
INVESTIGATION	GENERAL FUND	V & V MANUFACTURING, INC.	BADGE NUMBER CHANGE AGUIRR	49.51
		VERIZON WIRELESS	BADGE NUMBER CHANGE 220 KR	49.51
			4 GLT - 2 AIR CARDS	76.02
			FREEDOM TESTING 12/11 - 1/	53.68
			TOTAL:	228.72
COMMUNICATIONS TECHNOL	GENERAL FUND	CITY OF CYPRESS	WEST COMM JPA - 3RD INSTAL	173,655.87
		TIME WARNER CABLE	CABLE SERVICE 1/2 - 2/1	130.56
		PACIFIC TELEMANAGEMENT SERVICES	PHONE SVC	460.86
		COUNTY OF ORANGE TREASURER-TAX	POLICE PAY PHONE JAN 2020	43.00
			OC AUTOMATED FINGERPRINT I	560.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
YOUTH SERVICES	GENERAL FUND	VERIZON WIRELESS CORBIN & ASSOCIATES, INC.	OCATS: DECEMBER 2019 TOTAL:	817.00 175,667.29
TRAFFIC	GENERAL FUND	REDFLEX TRAFFIC SYSTEMS, INC. ALL CITY MANAGEMENT SERVICES	SRO LAPTOP AIRCARD BASIC SRO TRAINING JAN 13- TOTAL: NOV 19 REDFLEX CROSSING GUARDS 12/1 - 14 CROSSING GUARDS 12/15 -28 TOTAL:	38.01 385.00 423.01 9,686.60 5,091.10 2,545.55 17,323.25
COMMUNITY DEVEL ADMIN	GENERAL FUND	SIR SPEEDY	COMM DEV ENVELOPES TOTAL:	67.52 67.52
PLANNING	GENERAL FUND	COMMUNITY MEDIA CORP.	PLANNING COMM PUB HEARING TOTAL:	220.00 220.00
NEIGHBORHOOD PRESERVAT	GENERAL FUND	VERIZON WIRELESS	VERIZON WIRELESS TOTAL:	30.02 30.02
BUILDING INSPECTION	GENERAL FUND	CHARLES ABBOTT ASSOCIATES, INC. OFFICE SOLUTIONS BUSINESS PRODUCTS	NOV 2019 BUILDING SERVICES DEC 2019 BUILDING SERVICES OFFICE SUPPLIES OFFICE SUPPLIES TOTAL:	29,394.51 19,531.05 20.35 20.35 48,925.56
STREET MAINTENANCE	GENERAL FUND	UNDERGROUND SERVICE ALERT OF SO CAL HI-WAY SAFETY, INC. SOUTHERN CALIFORNIA EDISON FRONTIER COMMUNICATIONS VERIZON WIRELESS COMPUTER SERVICE CO.	LSA01 NEW TICKET CHARGES LSA01 NEW TICKET CHARGES REGULATORY SIGN SOUTHERN CALIFORNIA EDISON TRAFFIC SIGNAL COMM. VERIZON WIRELESS DEC 2019 SIGNAL PREVITVE MA TOTAL:	36.40 19.25 57.29 14,125.01 56.65 270.12 1,470.00 16,034.72
PARK MAINTENANCE	GENERAL FUND	ANIMAL PEST MANAGEMENT SERVICES SY NURSERY GOLDEN STATE WATER COMPANY SITEONE LANDSCAPE SUPPLY HOLDING, LLC SOUTHERN CALIFORNIA EDISON WHITTIER FERTILIZER COMPANY PENINSULA SEPTIC SERVICE, INC. GREENTECH LANDSCAPE, INC.	GOPHER CONTROL DEC 2019 PLANTS FOR FARQUHAR 3701 TOLAND WATER BOULDERS FOR FARQUHAR LAND MULCH FOR FARQUHAR LANDSCP MULCH FOR FARQUHAR LANDSCP SOUTHERN CALIFORNIA EDISON SOUTHERN CALIFORNIA EDISON SEED COVER MCAULIFFE SCHOO PUMP SEPTIC TANK - LIL COT CONTRACT MOWING DEC 2019 TOTAL:	530.00 55.57 731.46 170.39 104.73 34.91 261.76 58.20 1,293.00 475.00 6,368.54 10,083.56
BUILDING MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY NEWPORT EXTERMINATING SOUTHERN CALIFORNIA EDISON SPARKLETT'S DRINKING WATER	WALL PLATES FOR TEEN CENTE ELECTRICAL RECEPTICAL RODENT CONTROL & BAIT STAT SOUTHERN CALIFORNIA EDISON SOUTHERN CALIFORNIA EDISON SOUTHERN CALIFORNIA EDISON DRINKING WATER	2.54 13.77 60.00 34.54 2,282.71 1,482.79 234.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SPORTS	GENERAL FUND	WORLD TRADE PRINTING COMPANY	TOTAL:	4,111.22
		LARRY YEE	YOUTH SPORTS BANNER	581.81
			SONG TEAM BANNERS	78.77
			ADULT SOCCER REF FEES	48.00
			TOTAL:	708.58
SPECIAL EVENTS	GENERAL FUND	INTERNATIONAL CITY RACING, INC. PA DISTRIBUTION, INC.	RACE MGMT SERVICES	10,000.00
			RACE BROCHURE/POSTER DIST	1,475.00
			TOTAL:	11,475.00
NON-DEPARTMENTAL	GENERAL FUND	SUSAN SAXE-CLIFFORD, PH.D.	RILEY HILL 1-6-2020	450.00
			DIANA MARTINEZ 1-9-2020	450.00
			TOTAL:	900.00
CAPITAL PROJECTS	GAS TAX	HI-WAY SAFETY, INC. WEST COAST ARBORISTS, INC.	REGULATORY SIGNS	229.29
			TREE MAINTENANCE	3,038.10
			TOTAL:	3,267.39
CAPITAL PROJECTS	BUILDING IMPROVEME	XYLEM Dewatering SOLUTIONS, INC.	FENLEY PUMP - TEMP RENTAL	3,980.17
			TOTAL:	3,980.17
GARAGE	GARAGE FUND	LOS ALAMITOS AUTO PARTS	POLICE TRUCK BATTERY	165.95
			CREDIT FOR CORE DEPOSIT	19.40
			BATTERY FOR REC TRACTOR	58.10
			LIGHT BULBS FOR PD CHARGER	22.95
			BATTERY AND CHARGER IRR TR	506.86
			FUEL DEC 2019	6,262.86
			FUEL TAX CREDIT DEC 2019	310.10
			PD CAR WASHES	240.00
		IRMA J. SANTOS	PW CAR WASHES	20.00
			REC CAR WASHES	20.00
		CWAC INCORPORATED	PD VEHICLE DODGE CHARGER	820.42
			TOTAL:	7,787.64
CAPITAL PROJECTS	TECHNOLOGY REPLACE	WILLDAN ENGINEERING	GENERATOR PROJECT	4,111.25
			TOTAL:	4,111.25
INSURANCE	SELF INSURANCE TRU	MISC. VENDOR JORDAN VERNES	JORDAN VERNES:REFUND	100.00
		PACIFIC SECURED EQUITIES, INC.	WC TPA SVCS - JAN 2020	1,121.76
			TOTAL:	1,221.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND		293,728.33	
20	GAS TAX		3,267.39	
25	BUILDING IMPROVEMENT		3,980.17	
50	GARAGE FUND		7,787.64	
53	TECHNOLOGY REPLACEMENT		4,111.25	
54	SELF INSURANCE TRUST		1,221.76	
GRAND TOTAL:			314,096.54	

TOTAL PAGES: 4

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – December 16, 2019

1. **CALL TO ORDER**

The City Council met in Regular Session at 6:00 p.m., Monday, December 16, 2019 in the Council Chamber, 3191 Katella Avenue, Mayor Kusumoto presiding.

2. **ROLL CALL**

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

Absent: Council Members: None

Present: Staff: Les Johnson, Interim City Manager
Michael Daudt, City Attorney
Eric Hendrickson, Finance Director
Dave Hunt, City Engineer
Emeline Noda, Recreation Manager
Ron Noda, Recreation Manager
Tom Oliver, Associate Planner
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief Orange County Fire Authority

3. **PLEDGE OF ALLEGIANCE**

Colonel Ducich, Joint Forces Training Base Commander, led the Pledge of Allegiance.

4. **INVOCATION**

Mayor Kusumoto gave the Invocation.

5. **PRESENTATIONS**

The City Council presented recognitions to the recipients.

A. Presentations to Mayor Kusumoto from Outside Agencies for his Service as Mayor

B. Presentation of a Tile Plaque to David L. Hunt, City Engineer, in Support of 10 Years of Service to the City of Los Alamitos

C. Presentations of Certificates of Recognition to Participants of the “Creating Quality of Life” Partnership Program

- Memorial Care Miller Children's & Women's Hospital Long Beach
- Grating Pacific
- Los Alamitos Senior Club
- Southland Credit Union

- Republic Services
- Friday Night Lights
- American Youth Soccer Organization Region 159

D. Presentations to Los Alamitos Volunteer Program Scholarship Recipients

- Norma Pena, Gold Scholarship
- Travis Kimbrell, Silver Scholarship
- Brooklyn Davis, Bronze Scholarship

RECESS

The City Council took a brief recess at 6:24 p.m.

RECONVENE

The City Council reconvened in Regular session at 6:35 p.m.

6. ORAL COMMUNICATIONS

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

Mayor Kusumoto opened Oral Communications.

Richard Vardeman thanked Staff and Council for ensuring the replacement of the pump at Fenley Station. City Engineer Hunt provided an update on the project.

Linda Townsend and Pam Sirchey spoke in favor of removing the permit parking.

Mayor Kusumoto closed Oral Communications.

7. COUNCIL ANNOUNCEMENTS

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

Dean Grose spoke regarding attendance at the West-Comm Joint Powers Authority Board Meeting, quarterly tour of the Joint Forces Training Base (JFTB), Chamber Mixer, Regional Military Affairs Committee (RMAC), Employee Holiday Lunch, Charity lunch with donation to Precious Life Shelter, Southern California Association of Governments (SCAG) Economic Summit, Sunburst Youth Academy (SBYA) Graduation of Class 24, Winter Wonderland, meeting with Staff to discuss Fiscal Sustainability, 79th Sustainment Holiday Party, Santa's Workshop at the JFTB. He thanked the Mayor the outstanding job he has done leading the City the past year.

Council Member Chirco spoke regarding attendance at the American Legion Annual Fundraiser Breakfast, Winter Wonderland, Annual Commissioner Dinner, Orange County Mosquito and Vector Control District (OCMVCD) Board meeting, and wished everyone a happy holiday season.

Council Member Hasselbrink spoke regarding attendance at the gradation of Orange County Fire Authority's Academy 48 and 49, Winter Wonderland, Commissioner Dinner, and wished everyone a happy holiday season.

Mayor Pro Tem Murphy spoke regarding attendance at the Orange County Sanitation District, Best of Los Al Awards, Commissioner Dinner, and wished everyone a happy holiday season.

Mayor Kusumoto advised he been traveling for work this month and spoke regarding attendance at the American Legion Annual Fundraiser Breakfast. Orange County Tesla Club, and wished everyone a happy holiday season.

8. ITEMS FROM THE CITY MANAGER

Recreation Manager Ron Noda spoke regarding the 2020 Race on the Base.

Interim City Manager Johnson spoke regarding Winter Wonderland, advised the Administrative Offices would be closed the week of December 23, invited attendance to the Fiscal Sustainability Workshop scheduled for January 14, 2020, and wished everyone a happy holiday season.

9. WARRANTS

Motion/Second: Murphy/Grose

Unanimously Carried: The City Council ratified the Warrants for November 19, 2019 to December 16, 2019, in the amount of \$914,559.27, 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 17, 2019 to January 20, 2020.

ROLL CALL

Mayor Kusumoto	Aye
Mayor Pro Tem Murphy	Aye
Council Member Chirco	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: Hasselbrink/Chirco

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

- A. Approval of Minutes** **(City Clerk)**
Approved the City Council Regular meeting minutes of November 18, 2019.

B. Appointments to the Parks, Recreation, and Cultural Arts Commission and Traffic Commission (City Clerk)

This report provided relevant information by which the City Council may appoint members to the Parks, Recreation, and Cultural Arts Commission and Traffic Commission.

The City Council:

1. Appointed the following applicants to the Parks, Recreation, and Cultural Arts Commission for a three-year term, expiring December 2022:

Alexander Duran Tanya Doby Joe Orozco

2. Appointed the following applicants to the Traffic Commission for a three-year term expiring December 2022:

Randy Hill Javier Mejia Daniel Patz Elliot Singer

3. Directed the City Clerk to recruit for the remaining one unexpired term on the Parks, Recreation, and Cultural Arts Commission and one full term on the Traffic Commission.

C. Annual Traffic and Park Mitigation Fee Report (Finance)

Any city that collects Traffic Mitigation Fees or Park Development Fees must prepare an annual report detailing the activities of these funds.

The City Council received and filed the City's Traffic Improvement Mitigation Fund and Park Development Fund report as presented for the fiscal year ended June 30, 2019.

D. Approval of Final Tract Map 18098 (4071 Farquhar Ave) (Development Services)

Final Tract Map 18098 for the subdivision of airspace of a single parcel for condominium purposes, located at 4071 Farquhar Ave, is ready for submission to the County Recorder's Office for final review (Applicant: Eddie and Donna Kesky).

The City Council:

1. Adopted Resolution No. 2019-42 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING TRACT MAP NO. 18098 FOR THE PROPERTY LOCATED AT 4071 FARQUHAR AVE"; and,
2. Directed the City Clerk to endorse on the title sheet of Tract Map 18098, the certificate which embodies the approval of said maps, and submit maps to the County of Orange Recorder's Office.

**E. Approval of Final Tract Map 18099 (4061 Farquhar Ave)
(Development Services)**

Final Tract Map 18099 for the subdivision of airspace of a single parcel for condominium purposes, located at 4061 Farquhar Avenue, is ready for submission to the County Recorder's Office for final review (Applicant: Neoklis Zamvakellis and Alison Stapakis).

The City Council:

1. Adopted Resolution No. 2019-43, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING TRACT MAP NO. 18099 FOR THE PROPERTY LOCATED AT 4061 FARQUHAR AVE"; and,
2. Directed the City Clerk to endorse on the title sheet of Tract Map 18099, the certificate which embodies the approval of said maps, and submit maps to the County of Orange Recorder's Office.

**F. Approval of two (2) Open-Ended (Equity) Lease Rate Agreements with Enterprise Management Inc., via the Sourcewell Competitive Purchasing Program
(Development Services)**

This report sought approval of two (2) vehicle lease agreements with Enterprise Fleet Management Inc., via the Sourcewell Competitive Purchasing Program (Contract #060618-EFM).

The City Council:

1. Authorized the Interim City Manager to execute two (2) Open-Ended (Equity) Lease Rate agreements; and,
2. Authorized the Interim City Manager to enter into the Maintenance Agreement with Enterprise Fleet Management.

11. PUBLIC HEARINGS

**A. Request to Remove Permit Parking on all Streets in New Dutch Haven Neighborhood
(Development Services)**

Certain streets in the New Dutch Haven neighborhood have been limited to permit parking since 1981, though historically this restriction has not been enforced consistently. The New Dutch Haven neighborhood permit parking program was originally implemented due to parking impacts associated with the Los Alamitos Race Track, from patrons not wanting to pay for parking at the Track and therefore parking in the neighborhood. On June 17, 2019 the City of Los Alamitos Traffic Commission and the City Council, in a joint meeting, directed staff to commence enforcement of the parking permit restrictions in New Dutch Haven. Following notice of enforcement being provided, residents of the New Dutch Haven neighborhood submitted four separate petitions to the City requesting removal of permit parking on Bunker Hill Drive, Bennington Street, Antietam Avenue, and Mindora Street.

Mayor Kusumoto opened the Public Hearing for comment.

George Townsend questioned if the signage would come down and Staff confirmed it would.

Mayor Kusumoto closed the Public Hearing for comment.

Motion/Second: Grose/Murphy

Unanimously Carried: The City Council adopted Resolution No. 2019-40, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, TERMINATING THE PERMIT PARKING PROGRAM IN THE NEW DUTCH NEIGHBORHOOD AND REPEALING RESOLUTION NO. 986."

B. Request to Remove Permit Parking on all streets in Carrier Row Neighborhood (Development Services)

Certain streets in the Carrier Row neighborhood have been limited to permit parking since 2004, though historically this restriction has not been enforced consistently. The permit parking was originally implemented due to parking impacts from a business in proximity to Katella Avenue and Saratoga Drive. The business did not have their own parking which resulted in workers and patrons parking in the neighborhood. The business has since moved out of the area. On June 17, 2019 the City of Los Alamitos Traffic Commission and the City Council, in a joint meeting, directed staff to commence enforcement of the parking permit restrictions in Carrier Row. Thereafter, residents of the Carrier Row neighborhood submitted three separate petitions requesting to remove permit parking on Saratoga Drive, Langley Drive and Green Avenue.

Interim City Manager Johnson summarized the staff report.

Mayor Kusumoto opened the Public Hearing for comment.

Pam Sirchey stated support for including Green Street and removing the restrictions from all of Carrier Row. She questioned when the signs would come down and advised enforcement has continued. She requested the signs be bagged until they're removed.

Julie Decker questioned the represented percentages and was advised those have been updated.

Mayor Kusumoto closed the Public Hearing for comment.

Mayor Pro Tem Murphy thanked the Traffic Commission for its work.

Council Member Hasselbrink advised this decision went through a longer process due to the lack of response received at the Traffic Commission level the first time. She indicated that even though the process took longer, the residents spoke up loud and clear.

Motion/Second: Murphy/Chirco

Unanimously Carried: The City Council adopted Resolution No. 2019-41, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, TERMINATING THE PERMIT PARKING PROGRAM IN THE CARRIER ROW NEIGHBORHOOD AND REPEALING RESOLUTION NO. 1943."

C. Change General Plan and Zoning Designation Changes at 428 Katella Avenue (APNs 241-241-20, 241-241-21, 241-241-25 & 241-241-26) (Applicant: Perry Banner of Michael Baker Intl., on behalf of CGM Katella, LLC) (Development Services)

Consideration of a General Plan Amendment (GPA 19-01B) and Zoning Map Amendment (ZOA 19-01) requesting approval to change the General Plan land use designation from Planned Industrial to Professional Office and to change the Zoning designation from Planned Light Industrial (P-M) to Commercial Professional Office (C-O) for the property located at 4281 Katella Avenue.

Interim City Manager Johnson summarized the staff report.

Council Member Grose advised that he leases property immediately north of the subject property; however, this decision would have no effect on his lease and he intended to participate in the discussion.

Mayor Kusumoto opened the Public Hearing for comment. There being no one present wishing to speak, Mayor Kusumoto closed the Public Hearing for comment.

Motion/Second: Murphy/Hasselbrink

Unanimously Carried: The City Council:

1. Discussed the Planning Commission's recommended General Plan Amendments; and, if appropriate,
2. Determined that the proposed use is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) (3) – the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and, if appropriate,
3. Adopted Resolution No. 2019-45, entitled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT (GPA) 19-01B TO CHANGE THE GENERAL PLAN DESIGNATION FOR FOUR PARCELS ON 3.9 ACRES FROM PLANNED INDUSTRIAL TO PROFESSIONAL OFFICE AT 4281 KATELLA AVENUE, (APNS 241-241-20, 241-241-21, 241-241-25 & 241-241-26) (APPLICANT: PERRY BANNER);" and,

4. Introduced, waived reading in full and authorized reading by title only of Ordinance No. 2019-08, and set for adoption; and,
5. City Attorney Daudt read by title only, and waive further reading of Ordinance No. 2019-08, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 19-01 TO CHANGE THE ZONING DISTRICT FOR FOUR PARCELS ON 3.9 ACRES FROM PLANNED LIGHT INDUSTRIAL (P-M) TO COMMERCIAL PROFESSIONAL OFFICE (C-O) AT 4281 KATELLA AVENUE, (APNS 241-241-20, 241-241-21, 241-241-25 & 241-241-26) (APPLICANT: PERRY BANNER)."

12. DISCUSSION ITEM

A. Approval of Plans and Specifications and Authorization to Bid for Arterial Street Sign Replacement Project (CIP No. 19/20-04) (Development Services)

Staff proposes to replace all of the traffic signal overhead arterial street name signs over the next three years. The sign faces are aging with many becoming difficult to read. Most of these signs are internally illuminated signs, which have become an increasing maintenance expense due to the age. The new signs will not be illuminated, but reflective street name signs. Signs to be replaced the first year will be along Los Alamitos Boulevard from Katella Avenue to Cerritos Avenue.

City Engineer Hunt summarized staff report.

Mayor Kusumoto opened the item for public comment. There being no one present wishing to speak, Mayor Kusumoto closed the item for public comment.

City Council thanked Staff for the additional research and thanked City Engineer Hunt for his service over the past 8 years.

Motion/Second: Chirco/Murphy

Unanimously Carried: The City Council:

1. Approved the plans and specification for the construction for Arterial Street Name Sign Replacement Project (CIP No. 19/20-04); and,
2. Authorized Staff to advertise and solicit bid proposals.

13. SPECIAL ORDERS OF THE DAY

A. Comments by Outgoing Mayor Kusumoto

Mayor Kusumoto Spoke briefly regarding his service and thanked the Council and Staff for a successful year. He announced his resignation effective immediately and advised he would be relocating for work.

B. Presentation to Mayor Kusumoto from the City Council for his Service as Mayor

Mayor Pro Tem Murphy presented a gavel plaque and Council thanked Mayor Kusumoto for his service and wished him luck in his future.

Mayor Kusumoto resigned and left the dais.

C. 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 Murphy turned the meeting over to City Clerk Quintanar.

City Clerk Quintanar summarized the Staff report and then opened the floor for nominations for the Office of Mayor.

Council Member Chirco nominated Council Member Murphy for the office of Mayor.

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

City Clerk Quintanar called for a roll call vote to appoint Council Member Murphy to the Office of Mayor.

ROLL CALL

Murphy	Aye
Chirco	Aye
Grose	Aye
Hasselbrink	Aye

City Clerk Quintanar congratulated Mayor Murphy and opened the floor for nominations for the Office of Mayor Pro Tem.

Mayor Murphy nominated Council Member Chirco.

There being no further nominations, City Clerk Quintanar closed the floor for nominations for the Office of Mayor Pro Tem.

City Clerk Quintanar called for a roll call vote to appoint Council Member Chirco to the Office of Mayor Pro Tem.

ROLL CALL

Murphy	Aye
Chirco	Aye
Grose	Aye
Hasselbrink	Aye

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

D City Council Member Appointments/Reappointments as Representatives to other Agencies and City Committees for 2020 (City Clerk)

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

Mayor Murphy advised the Los Alamitos Unified School District Ad Hoc Committee would be considered after a new City Manager was appointed.

Mayor Murphy suggested Council keep their current appointments and suggested allowing the incoming Council Member to take over Orange County Mosquito and Vector Control District. City Clerk Quintanar clarified the League of California Cities representatives would be updated to reflect the Mayor as Delegate and Mayor Pro tem as alternate and suggested keeping Mayor Pro Tem Chirco as the appointee so OCMVCD until a new appointment was made. Council consensus was received.

Motion/Second: Chirco/Hasselbrink

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: Murphy
Alternate: Grose

League of California Cities-State Division and City Selection Meeting
Delegate: Murphy
Alternate: Chirco

Orange County Library Advisory Board
Delegate: Chirco
Alternate: Murphy

West Cities Communications Center JPA Board
Delegate: Grose
Alternate: Murphy

Budget Standing Committee
Delegates: Chirco and Hasselbrink

City Manager Appointment Ad-Hoc
Delegates: Chirco and Hasselbrink

2. Adopted Resolution No. 2019-44, 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.

Council inquired how to proceed with the Council vacancy. City Attorney Daudt advised an item would need to come back to Council for discussion. Council stated support for a Special meeting to discuss.

14. ADJOURNMENT

The City Council adjourned at 7:32 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

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

SPECIAL MEETING – December 17, 2019

1. CALL TO ORDER

The City Council met in Special Session at 6:00 p.m., Thursday, December 17, 2019 in the Council Chamber, 3191 Katella Avenue, Mayor Kusumoto presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Michael Daudt, City Attorney

3. CLOSED SESSION

A. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957
Title: City Manager

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into Closed Session at 6:01 p.m.

RECONVENE

The City Council reconvened in Special session at 8:20 p.m.

City Attorney Daudt stated there was no reportable action.

4. ADJOURNMENT

The City Council adjourned at 8:20 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

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

SPECIAL MEETING – December 21, 2019

1. CALL TO ORDER

The City Council met in Special Session at 9:03 a.m., Saturday, December 21, 2019 in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Les Johnson, Interim City Manager
Michael Daudt, City Attorney
Windmera Quintanar, MMC, City Clerk

3. SPECIAL ORDER OF THE DAY

A. Consideration of the City Council Vacancy Created by the Resignation of Former Council Member Warren Kusumoto (City Clerk)

On December 16, 2019, Warren Kusumoto resigned from his position on the City Council. Per Government Code (GC) Section 36512 and Section 502 of the City Charter, Council has two options to fill the vacancy: (1) appoint a registered voter from the City, or (2) hold a special election. Additionally, GC 1752 states no Council Member shall be appointed to fill any vacancy on the City Council during the term for which they were elected or appointed.

City Clerk Quintanar summarized the Staff report.

Mayor Murphy received Council consensus to avoid additional election expenses.

Council discussed its preference to appoint until the November 2020 election and the importance of advising applicants how the upcoming district elections may/may not affect their ability to run in November 2020. Council discussed possible Special meeting dates to interview applicants and received consensus to meet on January 14, 2020.

Council discussed revising the district election sequence to move the now vacant District 2 up to be voted by the people in the November 2020 election.

Motion/Second: Hasselbrink/Chirco

Unanimously Carried: The City Council:

1. Voted to appoint a Council Member until the November 2020 election; and,

2. Directed Staff to bring forward an Ordinance to modify the election sequence to vote for Districts 1, 2, and 3 in 2020 and Districts 5 and 5 in 2022.

4. CLOSED SESSION

A. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957

Title: City Manager

City Attorney Daudt read the item aloud.

RECESS

Council recessed into Closed Session at 9:18 a.m.

RECONVENE

Council reconvened in Special Session at 9:47 a.m.

City Attorney Daudt Stated there was no reportable action.

5. ADJOURNMENT

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10B

To: Mayor Richard Murphy & Members of the City Council

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Annual Update of the Records Management Program

SUMMARY

In October 2015, the City Council adopted the City-wide Records Management Program. Part of this Program included a day dedicated to records management and annual updates to the retention schedule. This item recommends changes to the policy to ensure continued success of the program.

RECOMMENDATION

Adopt Resolution 2020-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2018-34 IN ITS ENTIRETY".

BACKGROUND

Records management is the systematic control of the creation, acquisition, processing, use, protection, storage and final disposition of all recorded information required by the City to effectively conduct its business. It involves assembling and managing the correct information. The primary concern is the efficient, effective, and economical management of information. Records management is more than just retention schedules and destruction. It is the proper management of records through the entirety of their life cycles.

Staff has actively been identifying records and purging obsolete records since adoption of the program. Staff held its fourth Annual Records Management day on October 14, 2019. On Records Management Day, City Hall is closed to the public so staff is able to solely focus on records. This is a labor-intensive task and the ability to fully focus on records management uninterrupted for one day has been well received.

Part of the Records Management Policy states the City Clerk shall submit proposals for any scheduled amendments, to the City Attorney and City Council for approval via a Council resolution.

DISCUSSION

The City Clerk's Office received requests for amendments to the Retention Schedule from the Development Services and Police Departments. Additionally, the City Clerk's Office made minor changes for formatting and streamlining throughout the policy. The City Clerk's Office and City Attorney have reviewed the requests and required retention of all records and have found them to be within legal statutes.

The Policy itself was restructured for fluidity, including adding a Policy Statement and Applicability section and moving the definitions to the end of the policy. Obsolete forms regarding the transfer of records to offsite locations were also removed from the policy.

The most significant addition to the policy is in Section 8 "Storage of Records". This section outlines how records are stored and further clarifies that electronic records are subject to the retention schedule. The biggest improvement to the policy allows for the City to scan original paper records into the City's trusted system (Laserfiche). By scanning these records into a trusted system as defined by the Government Code, the original paper records can be disposed of. This will allow older records to be more easily accessible and free up valuable storage space.

FISCAL IMPACT

There is no cost to implement this policy. Staff believes there will be a savings in adopting an effective policy that will increase Staff efficiency, better allocate scarce resources, and ensure compliance with legal, administrative, and fiscal retention requirements.

Submitted By: Windmera Quintanar, MMC, City Clerk
Approved By: Les Johnson, Interim City Manager

Attachments:

- 1. Resolution No. 2020-01*
- 2. Exhibit A - Records Management Program*
- 3. Request for Amendments*

RESOLUTION NO. 2020-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2018-34 IN ITS ENTIRETY

WHEREAS, the City wishes to establish policies and procedures under a Records Management Program to control the orderly creation, utilization, maintenance, retention, preservation, and disposition of City records, based on State and Federal statutes governing public records; and,

WHEREAS, the City wishes to ensure that a responsible program of records management is practiced and documented from creation to disposition in accordance with the law and in the best interest of the City and the general public; and,

WHEREAS, the objectives of the Records Management Program include:

- Efficient information retrieval
- Transfer of inactive records from high-cost office space to low-cost storage or an electronic media imaging system, thus reducing filing equipment and increasing valuable office space
- Orderly destruction of records no longer required by statute to be retained, and which are no longer needed for administrative, operational, legal, fiscal, or historical purposes, in accordance with the Records Retention Schedule
- Preservation of records with long-term or permanent value
- Protection of records vital to the City in the event of a disaster
- Elimination of duplicate records

WHEREAS, Section 34090 of the Government Code of the State of California requires permanent retention of certain records and authorizes destruction of others after stated periods of time on established terms and conditions; and,

WHEREAS, on October 19, 2015, the City Council adopted Resolution 2015-30, which established the Records Management Program; and,

WHEREAS, the City Council finds it desirable to update the City's Records Management Program annually; and,

WHEREAS, the City Council last updated the City's Records Management Program on December 10, 2018, with the approval of Resolution No. 2018-34.

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. Columbus Day is hereby recognized as Records Management Day. City facilities will be closed to the public to allow Staff to work on Records Management.

SECTION 3. Adopts the Records Management Program, attached hereto as Exhibit A, which shall supersede and replace any and all records management programs adopted by prior resolution of the City Council.

SECTION 4. The City Council does hereby repeal Resolution 2018-34.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 21st day of January, 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk



CITY OF
Los Alamitos
California

RECORDS MANAGEMENT PROGRAM

Policy and Procedures

Administered by the City Clerk's Office
Approved by the City Council on January 21, 2020
Resolution 2020-01 – Exhibit A

CITY OF LOS ALAMITOS

RECORDS MANAGEMENT POLICY & PROCEDURES

California Public Records Act: In enacting Chapter 6250 et seq. of the Government Code, “the Legislature, mindful of the right of individuals to privacy, finds and declares that access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in this State.”

1. PURPOSE

To establish policies and procedures under a Records Management Program to control the orderly creation, utilization, maintenance, retention, preservation, and disposition of City records, based on State and Federal statutes governing public records.

To ensure that a responsible program of records management is practiced and documented from creation to disposition in accordance with the law and in the best interest of the City and the general public.

2. REFERENCES

Including, but not limited to: California Government Code Sections 6250 et seq. (Public Records Act), 12236, 34090, 34090.5, 34090.6, and 34090.7 (See Records Retention Schedule – Legal Citation Reference List). “Govt. Code” shall hereinafter refer to the California Government Code.

3. POLICY STATEMENT

Policies and procedures, under the supervision and administration of the City Clerk’s Office, are hereby established for the coordination, administration and implementation of the Records Management Program, under which City records are retained for administrative, operational, legal, fiscal, historical or research purposes.

The City Clerk’s Office will distribute the Records Management Policy and Procedures document to all Department Directors and each Department records coordination. Each Department Director is responsible for ensuring that the records under his/her control are maintained and destroyed in accordance with the Policy. The Policy shall be revised as necessary to meet legal and administrative requirements.

4. OBJECTIVES

The Objectives of the Records Management Policy are:

- 4.1** Meet legal standards for public examination, protection, storage and retrieval of records.
- 4.2** Efficient information retrieval.

- 4.3** Transfer of inactive records from high-cost office space to low-cost storage or an electronic media imaging system, thus reducing filing equipment and increasing valuable office space.
- 4.4** Orderly destruction of records no longer required by statute to be retained, and which are no longer needed for administrative, operational, legal, fiscal, or historical purposes, in accordance with the Records Retention Schedule.
- 4.5** Preservation of records with long-term or permanent value.
- 4.6** Protection of records vital to the City in the event of a disaster.
- 4.7** Elimination of duplicate records.

5. APPLICABILITY

Records policies apply to all records, whether that are maintained in hard (paper) copy, electronically, or in some other fashion. Each department shall develop, implement, maintain, and adhere to a records management plan appropriate for the particular records it maintains, in cooperation with the office of the City Clerk.

The City is subject to a range of statutes and rules regarding record retention and disclosure.

6. RESPONSIBILITIES

6.1 City Clerk

The City Clerk is responsible for developing, coordinating and administering policies and procedures for the implementation of the Records Management Program, and to provide assistance to Department Records Coordinators.

To perform this function, the City Clerk and/or his/her designee shall, on an on-going and periodic basis:

- Create, maintain and distribute the necessary forms to implement the Records Management Program.
- Develop and maintain a retention and disposition schedule for all City records, including the preparation of any amendments as dictated by statute or administrative policy. Submit proposals for any scheduled amendments to the City Attorney and City Council for approval via a Council Resolution.
- Maintain a current inventory and index of records transferred to the Records Center for storage. Coordinate the transfer of records from department office areas to the Records Center.
- Establish guidelines and coordinate periodic reviews of City records to

determine which records are eligible for destruction in accordance with the Records Retention Schedule and subject to the approval of the Department Director, City Clerk, and City Attorney.

- Coordinate with all City Departments, on a routine basis, the timely destruction of obsolete records according to the procedures herein. Certify and document that records have been destroyed. Certificates of Destruction shall be permanently kept on file with the office of the City Clerk.
- Oversee the special handling of confidential, historical, and essential records, and ensure the safety of Vital Records in the event of a disaster.
- Maintain accurate and timely electronic databases and a uniform filing system of all legislative actions affecting the creation, utilization, maintenance, retention, preservation and disposition of City records, in order to efficiently track and retrieve City records.
- Respond to records requests by City staff in an efficient and timely manner.
- Respond to public records requests and subpoenas for public records in accordance with law.

6.2 City Departments

- Each Department Director is responsible for designating a qualified Department Records Coordinator, who shall serve on the Records Management Committee.
- Each Department Director or his/her designee is responsible for maintaining a reliable and accurate filing system to ensure the efficient maintenance, retrieval and disposition of the records under his/her control.
- Each Department Director or his/her designee is responsible for ensuring that obsolete records under his/her control are destroyed in a timely manner, and authorizing the destruction, in accordance with the policies and procedures stated herein.
- Each Department Director or designee is responsible for submitting a request for any suggested revisions to its Records Retention Schedule, to the City Clerk who will review the request and submit a recommendation to the City Attorney and City Council.
- Each Department Records Coordinator is responsible for maintaining and controlling the disposition of records.

7. IDENTIFYING RECORDS

The simplest way to identify if material is a record is to consult the City's Retention Schedule. If the material in question is identified on the schedule, records coordinators are obligated to maintain the record in accordance with the schedule. One of the most challenging aspects of records management can be determining if a document or media is a record when it is not identified on the schedule. If it is unclear if the material is a record or if it is clear that the material is a record, but is not included on the schedule the coordinator should contact the City's Record Manager for additional assistance.

7.1 What is a Record?

Some records, because of their enduring administrative, fiscal, legal or historical value, should be permanently retained. These records require that special care and consideration be given to their storage conditions and enduring preservation. Examples of permanent records include meeting minutes from Brown Act governed bodies; resolutions, and ordinances. Most records do not have values that warrant their permanent preservation. Those records with short-term value should, upon reaching the end of the retention period, be destroyed.

Records are any writing or recording that contains information related to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristics. "Regardless of physical form" means that video, audio files and data in a computer system used to conduct business are also records.

7.2 Non-Records

Even though records include a broad spectrum of recorded information, not all information held by the City is a record. Transitory Communications (routine correspondence not integrally related to City business) such as texts, instant messaging, and voice mail messages that are temporary or of a brief duration are not records. Additional guidelines for emails and use of personnel devices are covered in Administrative Regulation 7.1, Telecommunications Policy.

Non-records do not require retention scheduling or destruction authorization or reporting. To control excessive accumulation, it is necessary to keep only current, useful materials and to destroy non-records immediately after needs have been satisfied. Staff should take care not to file non-records with records.

Examples of non-records include the following materials:

- Identical copies of documents maintained in the same file
- Blank forms
- Extra copies of printed or processed materials
- Superseded manuals and other directives (maintained outside the office of record)

- Routine messages not integral to City business of a brief duration such as texts, instant messaging, and voicemails
- Materials received from other agencies, people, or businesses that require no action
- Catalogs, trade journals and other publications or papers received from government agencies, commercial firms or private institutions that require no action and are not part of an action case record

8. STORAGE OF RECORDS

The City of Los Alamitos is committed to effective records management and appropriate utilization of City resources. Proper storage of records in all states of a record's lifecycle, regardless of format, aids in the allocation of space and reduces liability and cost to the organization. City records should only be stored on approved devices and in appropriate storage locations.

8.1 Electronically

State laws generally preclude the destruction of a public record less than two years old unless the record has been reproduced in some manner, properly stored, and is available for public disclosure to the same extent as the original. Accordingly, the Electronic Media Imaging System (EMIS) shall be the official repository used to retain and store electronic copies of City records. Use of any other system or device to store electronic copies in lieu of an original, must be approved by the City clerk prior to destruction of the original record. No page of any record shall be destroyed if the page cannot be reproduced electronically with full legibility. Every irreproducible page shall be preserved in a manner that shall afford easy reference for the retention period set forth in the retention schedule. Every reproduction made pursuant to this section shall be deemed an original record.

8.1.1 EMIS Storage Medium

The City recognizes the EMIS as the official electronic repository of the City. This system complies with requirements regarding electronic record storage as set forth in section 34090.5 of the California State Government Code. Records stored or transferred to the EMIS are eligible for destruction 30 days after entry in the EMIS with no further approval required provided the following criteria is met.

1. Department Records Coordinator identifies records that are imaged and stored in a medium other than the EMIS and are also stored in the EMIS.
2. The Department Records Coordinator confirms that quality control process is completed as outlined in the City's Imaging Policy and Guidelines for City Records (administered by the City Clerk's Office and adopted by Administrative Regulation) on designated records and that 30 days has elapsed from entry in the EMIS.

3. The Department Records Coordinator destroys the records as outlined in the City's record retention schedule.

8.2 Offsite

The City will make every effort to avoid storing records in offsite storage facilities. Whenever possible, records will be held in the department responsible for the document (Office of Record) in their original form in the EMIS.

8.3 Duplicate Records

When a duplicate of an official record exists, it may be destroyed at the discretion of the department director when the original record is on file electronically in the EMIS or in original format in the Office of Record, without further authorization from the City Clerk or City Attorney.

8.4 Records Disposition

Record disposition applies to all records, regardless of the physical form or location of the record. At the conclusion of a records retention period, the record shall be disposed of in accordance with this policy.

9. REQUIRED FORMS

The following forms are to be utilized by all City Department Directors or their designees in order to efficiently and accurately identify, inventory, transfer to storage, retrieve, and destroy records under his/her control: (Each form, including instructions, is attached hereto.)

9.1 Records Retention Schedule (Exhibit B)

This form governs the mandatory disposition of City records by indicating the minimum length of time records shall be maintained in the office and in storage, and the time period after which they may be destroyed.

The Retention Schedules are created by the Office of the City Clerk based on a detailed examination of the Records Inventory & Identification Forms, and interviews with each department to determine the legal, vital, administrative, or historical value of the records. Applicable codes and statutes are referenced to determine the required retention period. Retention schedules and amendments thereto are approved by the City Attorney, City Clerk and Department Head, and authorized by City Council resolution.

9.2 Records Inventory & Identification Form (Exhibit C)

This form is used to collect the inventory and appraisal information needed to develop retention periods for public records under the control of each City Department. The records inventory is a detailed review of the quantity, type, function, and organization of records by category or record "series". This information is used by the Office of the City Clerk to research and apply the retention periods to each record "series" per legal and/or administrative requirements. When more than one legal citation applies to a particular

record, the longest retention period shall apply. Once completed, the inventory forms are retained by the Office of the City Clerk.

9.3 Request for Amendment to Records Retention Schedule Form (Exhibit D)

This form is used when any change is needed in the Records Retention Schedule. It is completed by the requesting department and reviewed by the City Clerk or his/her designee. Each "Request for Amendment to Records Retention Schedule" form is then submitted to the City Attorney and City Clerk for approval and must be authorized by City Council resolution. The City Clerk or his/her designee will initiate and coordinate a periodic review of all department Retention Schedules to ensure compliance with legal requirements.

9.4 Authority to Destroy Obsolete Records Form (Exhibit E)

This form is prepared by the department wishing to destroy records. The City Clerk or his/her designee reviews the form and forwards it to the City Attorney for approval. Once approved by the City Attorney, the records are destroyed. The form is then signed by the department verifying destruction and returned to the Office of the City Clerk for permanent retention.

10. DISPOSITION OF RECORDS

As provided by Govt. Code Section 34090, upon the request of the Department Head and with the written consent of the City Attorney and the City Clerk, the records identified in the Records Retention Schedule are authorized to be destroyed on an on-going basis in accordance with the retention periods described therein without the necessity of a specific resolution of the City Council.

10.1 Procedure

The Office of the City Clerk shall be responsible for scheduling and coordinating with all City Departments the destruction of records on an annual basis. The appropriate forms will be distributed to all City Departments in order to document the records to be destroyed.

It shall be required that the Department Head, City Attorney, City Clerk and Records Management Coordinator authorize and sign each "Authority to Destroy Obsolete Record" form prior to the records being destroyed.

NOTE: It is imperative that the requests for Authority to Destroy Obsolete Records be reviewed carefully by all signatory staff in order to determine whether records listed are involved in litigation, or if there is an administrative and/or operational requirement which may require a temporary extension of the retention period.

Records deemed to be confidential in nature shall be shredded. All other records shall be removed from their locations for secure destruction.

The Department Director in control of the records and City Clerk or his/her designee shall certify each and every destruction of records. The City Clerk or his/her designee shall maintain a permanent record of all destroyed records and destruction certifications.

10.2 Exceptions

In accordance with Government Code Section 34090, the City is not authorized to destroy the following City records:

- Records affecting the title of real property or liens thereon.
- Court records (unless the originals are maintained by a court of law).
- Records required to be kept by statute.
- Records less than two years old.
- The minutes, resolutions, or ordinances of the City Council or the City's Boards or Commissions.

11. VITAL RECORDS PROTECTION

Vital Records contain information necessary for the City to resume operations after a disaster. Each Department Director is responsible for identifying the Vital Records under his/her control and ensuring that the Vital Records are maintained according to the following procedures:

- All Vital Records shall be stored in a secure, safe and controlled environment, to protect the records from theft or damage (i.e. vault or Records Center).
- Vital Records that are in use but are required to be kept in a secured area, should be returned to the secured area at the end of each workday. Vital Records should not be allowed to accumulate on desks or in unprotected areas.
- The Information Technology Division shall back up the City's Servers, and imaged records each business day in accordance with procedures established with the Administrative Services Director. The backup copy will be stored at an off-site location to be used for recovery if necessary. The address of the off-site location is on file with the City Clerk's office.

12. DEFINITIONS

Agency

State Agency: Means every state office, officer, department, division bureau, board and commission, or other state body or agency, except courts and the Legislature.

Local Agency: Includes a county, city, school district, or any board, commission or agency thereof, other local public agency, or entity that is a legislative body of a local agency pursuant to subdivision (c) and (d) of Govt. Code Section 54952.

Duplicate Records

Copies or reproductions of original records, whether or not the same physical form as the original, which are retained for personal reference or for operational requirements. (Note: a copy is considered an “original” if the original cannot be located.)

Electronic Media Imaging System (EMIS)

In accordance with Govt. Code Section 34090.5, any process or system where City records are photographed, micro graphed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data-processing system, recorded on optical disk, reproduced on film, optical disk, or any other medium that is a “trusted system” and that does not permit additions, deletions, or changes to the original document.

“Trusted System”: Per Govt. Code Section 12168.7, a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored.

Inactive Records

Records more than two years old, which are accessed infrequently but may continue to have administrative, operational, legal, fiscal, or historical value in carrying out City business. Inactive Records may be stored off-site, and shall be destroyed in accordance with the City Records Retention Schedule.

Permanent Records

Original records required to be maintained permanently according to law, regardless of whether the record is converted to an electronic media (i.e. magnetic surface, optical disk, etc.). Permanent Records may include, but are not limited to, records affecting the title of real property or liens thereon; court records; records required to be kept by statute; records less than two years old; and minutes, resolutions, or ordinances of the City Council or of its Boards and Commissions.

Person

Includes any natural person, corporation, partnership, limited liability company, firm, or association.

Public Record

Any writing containing information relating to the conduct of the City’s business, prepared, owned, used or retained by the City, regardless of physical form or characteristics (Govt. Code Section 6252(e)).

Records Management Committee

An administrative committee consisting of designated representatives from each City department (Department Records Coordinators) and the Records Management Staff; created for the purpose of administering and coordinating the Records Management Program. Department Records Coordinators are designated by department directors to maintain and control the disposition of records in the respective departments.

Records Management Program

A system for the creation, utilization, maintenance, retention, preservation, and disposition of City records.

Records Management Staff

All City Employees and City Attorney.

Record's Manager

The City Clerk or his/her designee.

Records Retention Schedule (Exhibit B)

A schedule identifying the records maintained by each City department by class or "series", and specifying, in accordance with statutory and administrative requirements, the period of time records must be retained before they may be destroyed.

Subpoena duces tecum

(also called a subpoena for production of business records if documents are sought before trial) requires the person or entity that is served to gather and produce certain records or documents identified in the subpoena. A subpoena may call for both personal attendance at trial/deposition and the production of records. Failure to obey a subpoena is a contempt of court and can result in sanctions imposed by the court, including a fine.

Transitory Communications

Routine correspondence or other documents having short-term value and which are (1) not an integral part of administrative or operational records, (2) not required to sustain administrative or operational functions, (3) not regularly filed under a standard records classification system, (4) not required to meet statutory obligations, and (5) recorded only for the time required for completion of actions or ongoing records associated with them.

Vital Records

Records containing information essential for the City to resume operation after a disaster; records containing information regarding claims to present or future income; records necessary to protect the City against fraud or overpayment; and records furnishing data on current assets, equipment, securities and real estate. Vital Records may include, but are not limited to, current financial statements, ledgers, property deeds, leases, contracts, permits, licenses, original plans and specifications for City streets and facilities, ordinances, resolutions, and minutes of the City Council, Commission and Committee meetings.

Writing

Means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created regardless of the manner in which the record has been stored.

EXHIBITS

Exhibit B – Records Retention Schedule

Exhibit C – Records Inventory & Identification Form

Exhibit D – Request for Amendment to Records Retention Schedule Form

Exhibit E – Authority to Destroy Obsolete Records Form

City of Los Alamitos Records Retention Schedule
GENERAL RECORDS

Schedule A

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Agreements	Agency/Dept. Head-approved	Contracts entered into by the City relating to goods, services, legal settlements, and programs	Expiration date	4 years	Code of Civil Procedures Sec. 337.2; GC 34090 et seq.	City Clerk
Budget	Budget Backup Documentation	Budget forms and other support documents	Adoption date	2 years	GC 34090 et seq.	Originating Dept.
	Fees Documentation	Budget forms used to justify setting or increasing City Fees				
City Boards and Commissions	Agenda	Meeting Agendas	Meeting date	2 years	GC 34090 (d); 34090.5	Originating Dept.
	Minutes	Meeting Minutes		Permanent	GC 34090 (e)	City Clerk
Correspondence	Council Request	Forms used by the Council to request information and/or certain Staff actions	Request date	2 years	GC 34090 et seq.	Originating Dept.
	Incoming General Correspondences	"Loose" correspondences that cannot be legitimately attached to some major record series such as Agreement or Project	Receipt date	2 years	GC 34090 et seq.	Originating Dept.
	Outgoing General Correspondences		Transaction date			
Complaint Files	Personnel	Complaints about customer services, employees, employee actions or employee conduct	Resolution of Complaint	5 Years	EVC 1045, GC 12946, PC 801.5,	Personnel
	Operations	Complaints about customer service, maintenance, repairs, or materials	Resolution of Complaint	3 years	CCP 338, 342, GC 945.6	Receiving Department
Emails	City emails saved on server	All email communication saved on server	Receipt date	90 days	GC 34090 et seq.	IT
General	Records not specifically listed <i>*requires review by the City Clerk and City Attorney</i>	Any writing or recording that contains information related to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristics	Date of record	2 years	GC 34090 et seq	Originating Dept.
Payroll	Exception Sheets	Forms to change labor expenditures to applicable Fund and Activity other than home account	Date prepared	3 years	GC 34090 et seq.	Payroll
	Leave of Absence (Except Medical Leaves; see Personnel Services Schedule)		Pay Period date	2 years		Payroll
Projects	General Project Files	Project files including correspondence, reports, and relevant back-up documentation	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Logs	General Logs Books or Files	Detailed log of documents	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Memos	Memo	City Manager's Weekly Memo, etc.	Distribution date	2 years	GC 34090 et seq.	Originating Dept.
Policies	Administrative Rules and Regulations	Policies, procedural directives and manuals developed by the City to govern internal management functions	Creation date	Until Superseded	GC 34090 et seq.	City Clerk
	Procedure Manuals	Position specific manuals, etc.	Creation date	Until Superseded	GC 34090 et seq.	Personnel
Press Releases	Press Release	City wide Press-releases, Facebook posts, and website updates	Post date	2 years	GC 34090 et seq.	Originating Dept.
Publications	Publications produced by the City and made available to the public.	May include newsletters, pamphlets, brochures, leaflets, reports, studies, proposals, and similar published records.	Publication date	2 years	GC 34090 et seq.	Originating Dept.

City of Los Alamitos Records Retention Schedule

GENERAL RECORDS

Schedule A

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Recordings of telephone and Radio Communications	Audio Recordings	Routine daily taping and recording of telephone communications and all radio communications relating to the operations of the Departments	Recording date	6 months	GC 34090.6 (a)	Originating Dept.
Reports	Travel Request Reports, Payroll, Accounts Payable	Original Copies in Finance; Duplicate copies in respective Departments	Date prepared	2 years	GC 34090 et seq.	Finance
Routine Video Recordings	Video Recordings	Video or electronic imaging system designed to record the regular and ongoing operations of the Departments, including in-car video systems, jail observation and monitoring systems, and building security taping systems	Recording date	1 year	GC 34090.6 (a)	Originating Dept.
Surveys and Questionnaires	City issued surveys and questionnaires.	Records related to data collection. May include notes or papers used to develop survey tools, data collection tools, results or analysis or collected data and reports.	Date completed	2 years	GC 34090	Originating Dept.
Transitory Communications	Temporary files used solely for the purpose of transmitting and routing conversation and/or communicative information.	May include but is not limited to email, email subscriptions, spam, instant messaging, text messaging, and voicemail.	Date received	Not to exceed 60 days		Originating Dept.

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Abatements	Abatement of various undesirable conditions	Files on dangerous buildings garbage, trash and weed abatement, public nuisances and other related Council actions including correspondences and request for action	Folder year date	Hardcopy - 2 years, Laserfiche imaging - Permanent	GC 34090 et seq.; 34090.5; see Agenda	City Clerk
Administration	City Identification	Articles of Incorporation, City Emblem, City Seal, City Flag, City Logo, and other related items	Implementation date	Permanent	GC34090 et seq.	City Clerk
	Misc. Correspondences	Includes both ingoing and outgoing general correspondence, including letters and e-mail along with citizen feedback; various files, not related to specific cases and not otherwise specifically covered by the retention schedule.	Folder year date	2 years	GC 34090 et seq.	
	Records Destruction Authorization Form	Original with signatures	Destruction Date	5 years	GC 34090 et seq.	
Agreement	City Council Approved	Original contracts and agreements and back-up materials, includes leases, equipment, services, licenses or supplies services/maintenance, medical, dental and long-term disability contracts; may contain attachments such as deeds, insurance certificates	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	City Clerk
	Collective Bargaining Agreements	Includes amendments, side letters, and Memorandum of Understandings (MOU)	Agreement date	T + 4 years	29 CFR 516.5	
	Development Agreements	Infrastructure contracts, franchise, maintained for seven years.	Agreement date	Permanent	CCP 337, 337.1, 337.15; GC 34090 et seq.; 48 CFR	
	Employment Agreements - At-Will Employees; Temporary Employees	Original agreements/contracts for at-will employees or temporary employees	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	
	Insurance, Joint Powers Agreement	Accreditation, MOU, agreements and agendas	Agreement date	T + 4 years	GC 34090 et seq.	
	City Manager Approved	Up to \$10,000 - Original contracts and agreements and back-up materials, includes leases, equipment, services, licenses or supplies services/maintenance, medical, dental and long-term disability contracts; may contain attachments such as deeds, insurance certificates	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	
	Real Property	Original contracts/agreements regarding the development of real property, design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property	Agreement date	T + 4 years	CCP 337.15	
	Capital Improvement Projects (CIP)	Winning bids (originals) for Council-approved contracts for construction, improvement, maintenance, rehabilitations of public facilities including change orders, contingency increases, bid bond/bond for faithful performance, insurance certificates	Project approval date	T + 4 years	CCP Sec. 337	

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Appeals and Calls for Review	Appeals and Calls for Review - Los Alamitos Municipal Code (LAMC) Chapter 17.68	Hearing Officer Reports, correspondence, memorandums and other documents relating to Appeals	Appeal application date	C + 2 years	GC 34090 et seq.; LAMC Chapter 17.68	City Clerk
Boards and Commissions	Applications for Boards and Commissions - Not selected	Applications for B&C received during a filing period and not appointed by Council	Folder year date	2 years	GC 34090 et seq.	City Clerk
	Applications for Boards and Commissions - Selected	Applications for appointed Commissioners	Appointment date	T + 5 years	GC 34090 et seq.	
	Local Appointments List (Maddy Act)	List of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council - pursuant to the Maddy Local Appointive List Act	GC 54970, GC 34090 et seq.	Until superseded (new list prepared each Dec. 31st)	GC 54970, GC 34090 et seq.	
	By-laws	Rules and procedures	Adoption	Permanent		
Code Books	By Subject	Los Alamitos Municipal Code, Uniform Fire Codes, Uniform Building Codes, National and State Electrical Codes, Mechanical Codes, Uniform Solar Energy Codes, Uniform Spa and Hot Tub Codes, Uniform Plumbing Codes, etc. adopted by ordinance and/or by reference.	Adoption	Permanent-Until superseded	GC 34090 et seq.	Adopted by Council and/used as reference, stored in Building Dept.
Deeds	By Street	Documents showing ownership of real property including grant deeds, quit claim deeds, easement deeds, abandonment of streets or alleys	Recording	Permanent	GC 34090 (a)	City Clerk
Elections	Assessment District/Ballots, Prop. 218	Property related fees (assessment ballot proceedings and competed ballots); Ballots - Property related fees (Assessment Ballot Proceeding). Ballots are disclosable public records during and after tabulation.	Recording	Permanent	GC 34090 (a)	City Clerk
	General Election/Historical Data	Statistics on population voter registration, election turnout, election results, sample ballots, copies of election results, proof of publication, certificate of election, and oaths of office	Election date	Permanent		
	Petitions - Initiative/Recall/Referendums	Not a public record - documents resulting in an election - retention is from election certification. Charter amendments, initiatives, recalls, and referenda; includes intent to circulate petition, text of petitions, City Attorney approved petition titles, proof of publications, and all related documents	Certification of Election Results OR Clerk's final exam of petition	8 months	EC 17200, 17400, GC 6253.5; EC 17400; GC 34458-60; EC 17200 requires petition documents to be kept 9 months after Council adoption of election results or after Clerk's final exam of petition if no election	City Clerk
	Charter Amendments	Documents related to election on Charter amendments	Origination date	Permanent	GC 34458-60; GC 34090	
	Nomination Documents - Successful	All nomination documents and signatures in lieu of filing petitions	Election date	T + 4 years	EC 17100	
	Nomination Documents - Unsuccessful	All nomination documents and signatures in lieu of filing petitions	Election date	Election + 5 years	GC 81009 (b)	

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Financial Documents	Bond Exhibits - By Bond Issue	Bond document references in enabling resolutions or ordinances approved by City Council; Authorization/public hearing records/prospectus/proposals/certificates/notices (transcripts)/registers/statements	Meeting date	Cancellation, reduction or maturity + 10 years	CCP 336a, 337.5	
	Bond Transcripts - By Bond Issue	Backup documents of bond issues e.g., legal options of bond counsel	Maturity date	2 years	GC 34090 et seq.	
	Comprehensive Annual Financial Report (CAFR)	Annual Financial statements on City assets, liability, revenues and expenditures prepared by City staff and subjected to an independent audit	Year date	2 years	GC 34090 et seq.	Original in Administrative Services, copy maintained in Clerk's Office for public review
Fair Political Practices Commission (FPPC)	Campaign Statements - City Council, elected (originals)	Original statements of elected candidates and committees supporting elected candidates of City Council	Election date	Permanent (Can image after 2 years)	GC 81009 (b); GC 81009 (g)	City Clerk
	Campaign Statements - City Council, not elected (originals)	Original statements of candidates and supporting committees for candidates not elected to City Council	Election date	5 years	GC 81009 (b); GC 81009 (g)	
	Campaign Statements for other than City Council (originals)	Original statements of all other persons and committees	Election date	7 years	GC 81009 (c); GC 81009 (e); GC 81009 (g)	
	Campaign Statements (copies)	Copies of reports/statements	Election date	4 years	GC 81009 (f); GC 81009 (g)	
	Conflict of Interest Code	Required under Political Reform Act; positions must be reviewed by July 1st of every even-numbered year and amended if necessary	Adoption Date	Permanent - Adopted by Resolution	GC 87300	
	Ethics Training Records (AB 1234)	Records required to be kept under Gov. Code section 53235.2. Records must show dates that local officials satisfied the training requirements and the entity that provided the training. Applies to Boards, Commissions, Elected Officials, and Form 700 filers	Filing year	Hard Copy - 5 years after receipt of training	GC 53235.2	
	Statements of Economic Interest - Form 700 (copies) (elected officials)	Copies of original statements of elected officials forwarded to FPPC	Termination	4 years	GC 81009 (f), (g)	City Clerk
	Statements of Economic Interest - Form 700 (originals) (non-elected)	Originals of statements of designated employees	Termination	7 years	GC 81009 (f), (g)	
	Gift to Agency Receipt - Form 801 (elected officials)	As required by FPPC	Filing year	4 years	GC 81009 (f), (g)	
	Agency Report of Ceremonial Role Events and Ticket/Pass Distribution - Form 805 (elected officials)					
	Behested Payment Report - Form 803					
	Agency Report of New Positions - Form 804					
	Agency Report of Consultants - Form 805					
Pubic Official Appointments - Form 806						

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Insurance (INS)	Contractors/Service Providers	Certificates of Insurance or surety bonds required for individuals and companies on contract with the City.	Date of Agreement/Project	T of agreement + 4 years	GC 34090 et seq.	City Clerk - Original certificate with appropriate agreement of project
	Insurance Certificates, City	Liability, performance bonds, employee bonds, property; insurance certificates filed separately from contracts	Expiration date	Until Superseded	GC 34090 et seq.; also under bonds	
	Insurance, Liability/Property	May include liability, property, Certificates of Participation, deferred, use of facilities	Expiration date	Until Superseded	GC 34090 et seq.	
Land Use	Land Annexation/Reorganizations	California Secretary of State Certification, City Certificate with Affidavit of Completion of annexation, and Annexation Map; Notices, Resolutions, Certificates of Completion	Secretary of State Filing Acceptance	Permanent	GC 34090 et seq.	City Clerk
Legislative Bodies	Agendas	Copies of complete agenda packets (Original agenda reports filed with appropriate project/subject files)	Meeting date	Hardcopy - 2 years, Laserfiche imaging - Permanent	GC 50115; GC 34090 et seq..5	City Clerk
	Agenda Notices	Notices - Public Meetings including Special Meetings	Folder year date	2 years		
	Agenda Publications	Affidavits of Publication/Posting - Proof of publication or posting of legal notices. Examples: Notice of Public Hearing, Notice Lien, etc.	Folder year date	2 years		
	Audio and Video Recordings	Recordings of Council Meetings	Meeting date	Permanent	GC 54953.5 (b)	
	Records - audio (for preparation of meeting minutes)	Includes Council/Commission and Boards	Meeting date	Until no longer needed for preparation of minutes (after minutes are approved)	GC 34090 et seq., 64 Ops. Atty. Gen 317	
Logs	City Clerk Logs	Logs of documents received by the Clerk	Folder year date	3 years	GC 34090 et seq.	City Clerk
Public Records Request	Public Records Requests	Requests from the public for documents retained by the City and supporting documentation	Receipt date	C + 2 years	GC 34090 et seq.	City Clerk
Special Agencies	By-laws	Records retained by the Clerk acting as Secretary for Special Agencies. As of March 2015, includes Public Facilities Corporation.	Approval date	Permanent	GC 34090 et seq.	City Clerk
	Minutes					
	Resolutions					
Special Districts	Assessment District - By Number	Established by the City to provide certain services financed by assessments levied on district properties enacted by resolution, ordinance	Approval date	Permanent	GC 34090 et seq.	City Clerk
	Underground Utility District (UUD) - By Number	Documents on Council actions to install new or move existing utility lines underground as enacted by resolution	Meeting date	Permanent	GC 34090 et seq.	
Vital Records	City Charter	Establishing the City of Los Alamitos as a municipal corporation and chartered City.	Date of Voter Approval	Permanent	GC 34090 (e)	City Clerk
	Minutes	Official record of actions taken during Council meetings	Meeting date			
	Council Committee Minutes	Standing Committees. As of March 2015, Budget Standing Committee and Los Alamitos Unified School District/City Working Group	Meeting date			
	Ordinances	Laws or orders adopted by the City Council	Adoption date			
	Resolutions	Legislative actions	Adoption date			

City of Los Alamitos Records Retention Schedule

City Attorney's Office

Schedule C

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Federal Court Cases	By Case	Case file for Federal Court Cases	Closing Date	5 years	Code of Civil Procedures Sec. 337; GC 34090 et seq.	City Attorney
Criminal Cases	By Case	Case file for Criminal Court Cases	Closing date	5 years		
Judgment and Settlements	By Case	Concluding Case documents	Closing date	10 years		
Personnel Board of Appeals	By Appellant	Personnel	Closing date	5 years		
Superior Court Cases	By Case	Case File for Superior Court Case	Closing date	5 years		
Eminent Domain Cases	By Property	Case File for Eminent Domain Case	Closing date	5 years		
General Files	By Subject	Subject matter files	Closing date	2 years		

City of Los Alamitos Records Retention Schedule
Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Abandonment	Alley/Street	City agrees to relinquish all rights and real title to underlying property	Approval date	Permanent	GC 34090 (a)	City Clerk
Address Change	Street Name	Any change to description of the street name	Approval date	Permanent	GC 34090 (a)	Community Development
	Street Number	Change in numerical identification due to expansion or decrease in numbers				
Administrative Services	Agreements	Contracts entered into by the City relation to goods, services, legal settlements and program responsibilities; includes Joint Powers Agreements.	Expiration date	4 years	CCP 337; GC 34090 et seq.	City Clerk
	Community Development Block Grant (CDBG)	Grant documents and all supporting documents; applications, reports, contracts, project files, proposals, statements, sub-recipient dockets, environmental review, inventory, consolidated plans, CAPERS, etc.	End of grant year	End FY + 4 years		Community Development
	Community Development Block Grant (CDBG)	Application, agreement, backups to payment requests, correspondences, etc.	Project completion date	End FY + 5 years		City Clerk
	Community Development Block Grant (CDBG)	City project files paid with CDBG funds	Project completion date	End FY + 5 years		Community Development
	Action Items	Staff reports to commissions and other legal bodies (excluding City Council)	Date of action	2 years		
	Bonds	Authorization/public hearing records/prospectus/proposals/certificates/notices (transcripts)/registers/statements	Cancellation, redemption, or maturity	10 years		
	Grants - Unsuccessful	Applications not entitled	Date of action	2 years		
	Procedure Manual	Administrative	Until superseded	S + 2 years		
Agreements	Development	Contract between City and developer in which the City agrees to guarantee specific entitlement in exchange for conditions or approval	Expiration date	Permanent	CCP 337, 337.1(a), 3.37.15; GC 34090 et seq.; 48 CFR 4.703	City Clerk
Applications	Alternate Methods and Materials of Construction	Concepts and materials not covered by current building code	Approval date	Permanent	GC 34090 et seq.	Planning
	Appeals	Appealing decisions or requirements of Planning Commission or Community Development Director made by interested party, individual or group	Approval date	Permanent	GC 34090 et seq.	
	Appeals to Code	Appealing to Uniform Code Appeals Board to resolve code disputes	Approval date	Permanent	GC 34090 et seq.	
	Appeals Board	To appeal a decision or interpretation of the Building Official to Planning Commission	Approval date	Permanent	GC 34090 et seq.	
	Conditional Use Permit (CUP)	Specific use of land or buildings in a land use district wherein such use may be so conditionally	Approval date	Permanent	CG 34090 (a); H&S 19850; 4003; 4004	
	Development Review	Members of a Committee representing all City agencies to coordinate site plan review comments	Approval date	3 years	GC 34090 et seq.	

City of Los Alamitos Records Retention Schedule
Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Applications (continued)	Documentation of Unreasonable Hardship	Exception from the requirement of the Title 24 Energy Standards	Approval date	Permanent	GC 34090 et seq.	Planning
	Extension	Request for additional time to implement conditions of approval for discretionary applications	Approval date	3 years	GC 34090 et seq.	
	Permit Extension	Request for additional time to complete repairs and/or corrections	Permit issuance	2 years	GC 34090 et seq.	
	Floodplain Variance	Request showing sufficient cause to deviate from the Floodplain Management regulation	Permit issuance	Permanent	GC 34090 et seq.	
	General Plan Amendment	Alteration or re-designation of land use or policy contained in the General Plan	Adopted date	Until superseded + 2 years	GC 34090 et seq.	
	Legal Nonconforming	Legalizing unpermitted additions or conversions to structures	Adopted date	Life of structure + 2 years	GC 34090 et seq.	
	Lot Line Adjustments	Minor modifications of existing lot lines	Recorded date	Permanent	GC 34090 et seq.	
	Minor Exceptions	Waiver of modification of those zoning provisions which pertain to minimum requirements	Approval date	2 years	GC 34090 et seq.	
	Pushcart License	Permit to operate a pushcart	Permit issuance	2 years	GC 34090 et seq.	
	Residential Relocation	Any relocation of a residential structure from one parcel to another	Permit issuance	2 years	GC 34090 et seq.	
	Planned Sign Program (PSP)	Mechanism to insure the coordination of signage within a development site	Approval date	Permanent	GC 34090 et seq.	
	Planning Commission Site Plan Review	Project plans requiring approval of Planning Commission	Until superseded or building is demolished	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Specific Development	used to create project or area specific standards of property through an amendment application	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Specific Plan	Used to create special zoning districts through an amendment application	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Subdivision Parcel Map (or Parcel Map)	Consolidation or division of four or fewer parcels	Recorded date	Permanent	GC 34090	
	Tract Map	Division of five or more parcels	Recorded date	Permanent	CG 34090 (a)	
	Variance	Request for variation from Zoning Code	Approval date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Amendment Application	Amendment, supplement or change of district boundaries	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Zoning Ordinance Amendment (ZOA)	Change to the Zoning Ordinance	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
Certificates	Compliance	Ensures compliance with the current code	Approval date	Life of structure + 2 years		Planning
	Land Use - Temporary	Type of permitted use for minor uses such as temporary activities		Current + 2 years	CG 34090 (a); H&S 19850; 4003; 4004	
	Land Use - Permanent	Public documentation of legal exterior pay telephones		Permanent	CG 34090 (a); H&S 19850; 4003; 4004	
		Satellite Dishes		Life of structure		
	Temporary Certificate of Occupancy	Allows occupancy before final permits is issued	Permit issuance	Permanent	GC 34090 et seq.	Building

City of Los Alamitos Records Retention Schedule
Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
California Environmental Quality Act (CEQA)	Categorical Exemption	Brief statement that a project is exempt from CEQA	Approval date	Permanent	GC 34090 (a); CEQA Guidelines	Planning
	Environmental Impact Report (EIR)	Document disclosing impacts of project development; may include detailed technical studies				
	Environmental Review	Correspondence, consultants, issues, conservation				
	Mitigation Monitoring Program	Prepared for all projects in which mitigation measures have been incorporated in the environmental document				
	Negative Declaration	Included Environmental checklist to discuss areas of potential project impact; mitigation measures may be included		Permanent		
	Notice of Completion	Informs agencies and general public that a lead agency has prepared a Draft EIR for public review				
	Notice of Determination	Prepared by lead agency after an EIR has been certified or Negative Declaration has been approved; beings a 30-day statue of limits to challenge project				
	Responses to Comments (Final EIR)	After lead agency receives public comments on the Draft EIR, each comment raised is given response				
	Statement of Overriding Consideration	When an EIR is prepared for a project that has unavoidable adverse impacts, this document is prepared to provide decision makers with an explanation of why the project benefits outweigh any adverse environmental effects				
	Facts and Findings	Findings are made for each significant effect identified in the EIR				
Code Enforcement	Liens and Releases	Utilities, abatement, licenses	Inspection date	2 years; permanent if document is recorded	GC 34090 et seq.	Code Enforcement
	Reports, Federal and State	Statistics, may contain records affecting title to real property or liens	Inspection date	2 years; permanent if records affect title or lien	GC 34090 et seq.	
	Citations and Case Files	Notice of Violation, Infractions. For vehicle only in front yard parking vehicle for sale	Issuance date	2 years; permanent if records affect title or lien	GC 34090 et seq.	
Complaint	Criminal	Referral to City Attorney for action	Issuance date	2 years	GC 34090 et seq.	Code Enforcement
Covenants and Agreements	Access and Parking	Common access/parking between two or more properties	Approval date	T + 10 years	CCP 337.15	Community Development
	Covenants and termination of Covenants	Legal description of parcel land				
Determination of Nonconforming Status	By Property	A legal determination of a use or building on a site which does not conform to current standards	Approval date	Permanent		Planning
Development	Photographs	Aerial photographs	Approval date	Permanent	GC 34090 et seq.	Community Development
	Projects not completed or approved	Building, engineering, planning	Approval date	2 years	GC 34090 et seq.	
	Reports	Periodic activity	issuance date	2 years	GC 34090 et seq.	

City of Los Alamitos Records Retention Schedule
Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Finding of Fact	Planning Commission/Zoning Administrator	Written finding which shall specify all facts relied upon by City Council, Planning Commission, or Zoning Administrator in rendering its decision and in attaching conditions and safeguards	Approval date	Permanent	GC 34090 (e)	Planning
General	Correspondence	General, including citizen feedback, letters, email; various files not related to specific cases and otherwise specifically covered by the retention schedule	Received date	2 years	GC 34090 et seq.	Community Development
	Project Files	Project files including correspondences, reports, and relevant back-up documentation	Completion Date	3 years	CCP 337; GC 34090 et seq.	
	Planning/Engineering	Materials board, renderings, boards and photographs	Approval date	Permanent	GC 34090 et seq.	
General Plan	General Plan Document	Image on completion, 1 paper copy in Clerk's Office until superseded	Council Approval Date	Permanent	GC 34090 et seq.	Planning
Inspection	Business License Certificate of Occupancy	Inspection for finance and planning divisions	Issuance date	Permanent	GC 34090 et seq.	Building
	Notice of Violation	Corrections and/or violation to be resolved prior to final approval		2 years		
	Reinsertion	For additional inspections above the normal requirement				
	Report: fire damage	Examination of the extent of the damage				
Investigation Notice	Special investigation and/or complaint	Request by Fire Department	Issuance date	2 years	GC 34090 et seq.	Building
	Notice and order of substandard	Repairs or demolitions to buildings or structures	Closure date	Settled date + 2 years	GC 34090 et seq.	
	Violations	Noncompliance with City Codes	Closure date	Settled date + 2 years	GC 34090 et seq.	
	Special investigations	Pre-inspection for code compliance	Inspection date	2 years		
Permits	By property	Building, Electrical, Grading, Mechanical, Plumbing, and Solar permits to allow for code compliance	Issuance date	Permanent	GC 34090 (a); H&S 19850; 4003; 4004	Building
	Home Occupancy	Business use which does not alter the residence	Approval Date	Permanent	GC 34090 et seq.	Planning
	Special Event	Parades, athletic events and public assemblies as established in LAMC Chapter 12.44	Event date	T + 2 years	GC 34090 et seq.	
	Temporary Sign Permits	System to control size, location, type and number of off premise signs located on private property	Approval date	Permanent	GC 34090 et seq.	
	Temporary Sign Permits, Home Occupation	Building signs (temporary)	Approval date	2 years	GC 34090 et seq.	
Receipts	Application	Fees for various divisions permits, applications, etc.	Validation date	AU + 5 years	26 CFR 31.6001-1(e)(2)	Community Development
Report	Asbestos	Verification of reports accuracy	Issuance date	Permanent	GC 34090 et seq.	Community Development
	Federal/State	Statistics to various government agencies				
	Soils Report					
Plans	By Property	Engineered plans pertinent to commercial structures	Approval date	Permanent		Building
Vital Records	Register of Historic Properties	Applications, photographs or property designated by Council action as historic property as enacted by resolution	Approval date	Permanent	GC 34090 (a)	City Clerk

City of Los Alamitos Records Retention Schedule
Administrative Services and Finance (ASF)

Schedule E

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Accounting and Budget	Projects	Contains project documents for grants, agreements, billing reimbursement	Date completed	7 years	GC 34090 et seq.	ASF
Accounts Payable	Year-end Accrual	End of year accounts payable accruals, annual emission fee report	Date prepared	4 years	GC 34090 et seq. IRS Reg 31.6001-1(e)(2)	ASF
	Disbursement Edit Listing	List of paid invoices by fund and activity	Run date	7 years		
	Vendor payment documents for grants or capital projects	Supporting documentation for disbursements for City expenditures for grants or capital projects	Beginning grant period date	10 years		
	Vendor Claim Check Register	Lists payments to vendor	Date prepared	7 years		
Accounts Receivable	Unpaid billing	Lists unpaid billings	Date prepared	4 years	GC 34090 et seq.	ASF
	Transaction History Report	Accounts receivable historical data	Run date	5 years	GC 34090 et seq.	
Americans with Disabilities Act (ADA) Title II	ADA Transition Plan	Tracking of structural changes required to bring organization into compliance with Title II of the ADA	2015	Permanent	ADA Title II; Section 504, rehabilitation Act	ASF
Appropriation/Adjustments		Changes to City budgets as approved by Council and/or City Manager	Date prepared	3 years	GC 34090 et seq.	ASF
Audit	Working Papers	Audit documents; year-end financial work papers	Date prepared	3 years	GC 34090 et seq.	ASF
Banks	Daily Bank Balance Report	Reports of daily banking activity	Date prepared	CU + 3	GC 34090 et seq. GC 34090 et seq.; GC53607 GC 34090 et seq.; GC53607	Treasury
	Deposit Slips	Treasury's copy of all City deposit slips set to bank	Date prepared	Audit + 4		
	Return Checks	Copies of customers checks returned by bank, letters sent to customers, etc.	Received	Audit + 5		
	Statements	Statements relating to investment banking	Received	CU + 3		
	Transfer Activity Records	Documents pertaining to the wiring of funds to/from bank accounts	Date prepared	Audit + 2		
Business License Tax	Monthly Register Reports	Miscellaneous Business License Account summary information reports	Date prepared	CU + 3	GC 34090 et seq.	ASF
	Deletion Records	Deleted and/or canceled accounts	Date canceled	T + 3		
	Gross Receipts and Variable Assessments statements	Business License Tax statements filed by business operators	Date received	CU + 3		
	Miscellaneous Receipts	receipts for miscellaneous payments	Date prepared	CU + 3		
	Original applications	Original business license tax applications	Application date	7 years		
	Payment records	Statements Relating to calculation and payment of business license tax	Date received	CU + 3		
	Renewal registration records	Statements relating to business owner information	Date received	CU + 3		
	Payments/Daily Cash Receipts	Business License Tax payments received and process via treasure cashiers	Date received	Audit + 4		
	Statements and Account Reconciliation	List all bank-cleared City checks; filed by name and by fiscal year	Date prepared	Audit + 5		
Bonds	Bond Documents and Schedules	Revenue, refunding and financing of City Projects		Audit + 4	GC 34090 et seq.	ASF
Checks	Voided/Canceled Checks and Related Reports	Checks voided/canceled; issued by the City; includes Workers Compensation, Payroll and vendor; includes checks voided as a result of printer misalignment	Date issued	Audit + 5	GC 34090 et seq.; CCP 337	Treasury
Community Development Block Grant (CDBG)	CDBG Report	List CDBG project expenditures, encumbrances, and available balances	Date prepared	Terminate+ 4 years	GC 34090 et seq.	ASF
Comprehensive Annual	Audited	General Purpose Financial Statements	Publication date	15 years	GC 34090 et seq.	ASF
General Ledger	Expenditure and Revenue Reports	Monthly and Fiscal year Expenditure and Revenue Reports	Period end	Audit + 2 years	GC 34090 et seq.	ASF

City of Los Alamitos Records Retention Schedule

Administrative Services and Finance (ASF)

Schedule E

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Internal Revenue Service (IRS)	Form 1099	Self-explanatory; filed by calendar year	Date prepared	5 years	GC 34090 et seq.	ASF
Journal Entry	General Ledger	Documents used to manually post entries to general ledger/cost ledger	Date prepared	8 years	GC 34090 et seq.	ASF
Labor	PGIS Internal Service Fund	List labor charged for PWA Project Management employees by account number	Run date	10 years	GC 34090 et seq.	ASF
	PGIS Labor Distribution Report	List labor charges	Run date	10 years	GC 34090 et seq.	ASF
	Posting Errors	List labor charges "Unable to post"	Completion date	1 year	GC 34090 et seq.	ASF
Overhead Distribution	Indirect Cost	List indirect costs and overhead charges	Date prepared	8 years	GC 34090 et seq.	ASF
Payroll Documentation	Accrual Reports	Reports to indicated year to date balances, prior year, owning, current year, entitlements, time taken, etc.	Date prepared	3 years	GC 34090 et seq. IRS Reg 31.6001-1(e)(2), 26 CFR 1.6001-1, RTC 19530	Payroll
	Attendance Reports	Daily attendance postings		10 years		
	Retirement Reports	Employee reportable earnings/contribution reports		10 years		
	Employee Earnings W-2	YTD W2 earnings (ER copies of W2)		Audit + 4		
	Earnings Check Registers	Pay period employee earnings		10 years		
	State Quarterly Reports	Quarter employee earnings		10 years		
	Leave of Absence (except Med. Leave, see Personnel)	Authorizing absences forms		2 years		Generating Department
	Time Exception Sheets	Labor Expenditure charges to applicable fund/activity other than home account.		3 years		
Purchasing Documentation	Bids/Proposals	Original bid, bids received, bid list, advertising record	Completion date	3 years	GC 34090 et seq.	Purchasing
	Travel Request and Expense Reports	Self-explanatory	Travel date	Current Year + 2 years	GC 34090 et seq.	
Revenue Records	Liens		Date prepared	Permanent	GC 34090	Payroll
	Collection Agency Records			7 years		
	Parking Ticket Processing			3 years		
	Payment Stubs			2 years		
	All other revenue records	May include, but is not limited to: Account adjustment sheets; business tax files (applications, renewal forms); return check processing; cash receipts; credit; debit; purchase card receipts; authorization forms; business, transfer; and utility users tax records; transient occupancy tax; utility user tax rebate; deposit slips; business tax correspondence and affidavits; payment reports		5 years		
Checks	Voided/Canceled Checks and Related Reports	Checks voided/canceled; issued by the City; includes Workers Compensation, Payroll and vendor; includes checks voided as a result of printer misalignment	Date issued	AU + 5	GC 34090 et seq.; CCP 337	Treasury

City of Los Alamitos Records Retention Schedule

Administrative Services and Finance (ASF)
Schedule E

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Checks (continued)	Paid Checks	Paid checks issued by the City; includes Workers Compensation, payroll, and Vendor Checks	Date issued	AU + 5	GC 34090 et seq.; CCP 337	Treasury
	Transmission of all checks issued by City to Bank	List of all City check issued to allow bank to clear check through account for positive pay		CU + 2	GC 34090.7	
Transient Occupancy Tax (TOT)	Filing Records	Original registration	Registration date	T + 3	GC34090 et seq.	Treasury
	Payment Records	Monthly Filings and remittances	Date received	CU + 3	GC 34090 et seq.	Treasury
Parking Citations	Collections	Itemization of citation payments collected by contract services agency	Date received	CU + 3	GC 34090 et seq.	Treasury
	Register	Parking citation payments processed by Treasury Staff	Date received			
	Amounts Written-off report	List of parking citations wrote-off by DMV	Date received			
	Citations Referred to DMV	Itemization of citations refereed to DMV for collection	Date prepared			
	DMV Collections	DMV parking citation collections	Date prepared			
Refund Requests	Business Tax office; Utility Users Tax and Misc. Refunds	Refund requests including supporting documentation	Date processed	CU +3	GC 34090 et seq.	Treasury
Treasury	Daily Treasurer's Reports	Report of daily revenues received with detail payment information and related working papers	Date prepared	CU + 3	GC 34090 et seq.	Treasury
	Treasury Investment Activity Records	All documents pertaining to investment activity	Date prepared	CU + 3	GC 34090.6	Treasury
Utility Users Tax (UUT)	Exemption Applications	Homeowners low income exemption application	Approve/Disapprove date	CU + 3	GC 34090 et seq.	Treasury
	Filing Records	Original registration	Date received	T + 3		
	Maximum Tax filings	Annual registration and maximum tax payment records	Date received	CU + 3		
	Payment Records	Monthly filings and remittance	Date received	CU + 3		

City of Los Alamitos Records Retention Schedule
Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Billings	Medical/Dental/Vision/Life/LTD/Flexible Spending Account and any other Insurance Carrier	Billings from insurance carriers	Date received	5 years	Department Defined	Personnel
	Unemployment Insurance	UI quarterly bills from State of California Employment Development Department and summaries of payments made by the City				
Candidate Files (Unsolicited and Unsuccessful)	Records used during the hiring process.	May include, but is not limited to: applications, rating sheets, reference checks, interview questions, psychological examination, medical examination, correspondence.	Date received	3 years	GC 34090 and 12946, 29 CFR 1602.31 & 1627.3(b)(ii), GC 12946	Personnel
Contract Files	Complaints/Requests for Accommodations	Dental insurance contract files	Expiration Date	Permanent	Department Defined	City Clerk
	Life	Life Insurance contract files				
	Long Term Disability (LTD) Insurance	Long-term Disability (LTD) contract files				
	Medical/Dental/Vision/Life/LTD/Flexible Spending Account and any other Insurance Carrier	Medical Insurance contract files				
	Flexible Spending Account	Flexible Spending Account contract files				
	Employee Assistance Program (EAP)	Employee Assistance Program contract files				
	Retiree Health Savings Plan	Supplementary Retirement Plan contract files				
Department of Transportation (DOT)	Random DOT Drug and Alcohol Testing	Records of positive alcohol test results (0.02 or greater) and positive drug test results	Record Date	5 years	Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Part 40, Section 40.333	Personnel
		Documentation of refusals to take required alcohol and/or drug tests; documentation of follow-up tests and test schedules		5 years		
		Information obtained from previous employers re: drug and alcohol test results of employees		3 years	Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Part 40, Section 40.333 and 40.25	
		Records pertaining to the inspection maintenance and calibration of EBTs		2 years		
		Records of negative and canceled drug tests results and alcohol test results w/ concentration of less than 0.02		1 year		
Employment Eligibility Verification (Form I-9)	Full/Part-Time Employees	U.S. Dept of Justice Immigration and Naturalization forms completed and signed by EE and reviewed and verified (with necessary documentation) by employer representative	Date of Employment	3 years after the date of employment or 1 year after employment is terminated whichever is later	Immigration Reform and Control Act of 1986, Pub. L. 99-603 (* USC 1324a) & WCL, Section 3212	Personnel

City of Los Alamitos Records Retention Schedule
Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Employment Forms (Official)	Dental Insurance	Enrollment Forms	EE Separation/ Termination Date	6 years	29 CFR 1620.30- .32 & WCL, Section 3212	Personnel
	Flexible Spending, Section 125					
	Life Insurance					
	Long-Term Disability Insurance					
	Retire Health Savings Plan					
	COBRA					
Equal Employment Opportunity Commission (EEOC)	Employment and Personnel records	Personnel and employment records, including application forms, records pertaining to promotions, layoffs, terminations, salaries and training	Record Date	2 years	EEOC 29 CFR Sect. 1602.31	Personnel
	Involuntary Termination	Personnel records of terminated employees	Termination Date	3 years	EEOC, 29 CFR, Sect. 1602.32	
	State and Local Government Information Report (EEO-4)	Copy of EEO-4 Report	Report completion date		EEOC, 29 CFR, Sect. 1602.30	
	State and Local Government Information Report (EEO-4)	Employment records regarding race, color, national origin or sex				
Equal Employment Opportunity Commission (EEOC); Title VII - Civil Rights Act	Charge of Discrimination	Personnel and/or employment records relating to the charge, including application forms, records pertaining to promotions, layoffs, terminations, salaries and training	Date of record or personnel action	Until final disposition of complaint + 2 years	EEOC, 29 CFR, Sect. 1602.14 and Section 1602.31	Personnel
Fair Employment and Housing Act (FEHA)	Complaints	Personnel and employment records, memorandums, letters or other records of complaints or requests received and responses/action taken	Date of record or documentation received by Personnel	2 years after the date of employment or other action taken	FEHA, title II, DIV 3, Part 2.5; Sect. 12956; EEOC, 29 CFR Sec 1602.14	Personnel
Historical Records	Discipline History	Forms completed by personnel analysts as a record of disciplinary actions taken on employees in their assigned department(s)	Date of record	3 years	Department Defined	Personnel
	Fitness for Duty	Copies of letters sent to employees regarding need for fitness for duty exam. Psychiatrist's evaluations/results of fitness for duty exams.	Letter date			
	Layoffs	Notes/background documentation of layoff actions	Layoff date			
Job Specifications	Classification/Compensation Study records	Basis for salary rates, job descriptions	Date study completed	10 years	Department Defined	Personnel
	Full-time Positions	Background material and final job descriptions for all full-time positions	Date approved by Council	Permanent until superseded		Original Resolution with City Clerk; background information in Personnel
	Part-time/Temporary Positions	Background material and final job descriptions for all part-time and seasonal positions	Date approved by Council	Permanent until superseded		
Loss Control	Hearing Tests	Audio logical test results	Employee separation/termination date	30 years	CAL OSHA Title 8	Personnel
Official Personnel Files	Certification/Reassignment Forms	Request for Certification and/or reassignment forms which document and authorize hiring, reassignment, or other employee actions	Separation/ termination date	5 years	29 CFR 1602.30- .32 & WCLC Section 3212	Personnel
	Certificates of Training	Certificates issued to employee which show completion date of training class(es)				
	Commendation Letters	Letters of commendation and/or other congratulatory documents received by and/or issued to employee				
	Disciplinary Actions	Memorandums, letters, or other records of proposed and/or implemented disciplinary action (s)				

City of Los Alamitos Records Retention Schedule
Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Official Personnel Files (continued)	Employee Medical and Exposure Records	Notes/medical release forms, etc., submitted regarding employee's medical condition	Separation/ termination date	30 years	US OSHA 29 CFR 1910.20; CAL Oshawa Title 8	Personnel
	Drug Screen Test	Pre-placement and drug screening authorization and acknowledgement form(s) and results of drug screening		30 years	US OSHA 29 CFR 1910.20	
	Family Medical Leave (FML)	Basic employee data (name, address, class title, pay rate, hours worked per pay period; additions to or deductions from wages) dates (or hours) FML reinstated/take; FML notices given to employer by employee; documents from employer describing FML Policies; records of premium payments or employee benefits; records of any disputed confidential files; records/documents relation to medical certifications	Date FML requested/ granted	3 years	Federal Family and Medical leave Act of 1993; 29 CFR 825.500; GC 12946	
	Grievances (Closed)	Files containing employee's, group of employees', or the Union's timely completion as defined in the MOU	Separation/ termination date	5 years	29 CFR 1602.30-.32 & WCLC Section 3212	
	ID Form	Form completed by new employees providing identifying information used to process records check		5 years		
	Job Application	Applications for employment and resumes (if any) for hired employees		5 years		
	Medical Leave of Absence	Leave of Absence forms used in documentation of medical leave (including pregnancy leave and family and medical leave)		3 years	29 CFR 825.500	
	Miscellaneous Documents	Documents not specifically mentioned but kept in official personnel file		If medical-related, 30 years; non-medical, 5 years	Medical related - US OSHA 29 CFR 1910.20; non-medical related - 29 CFR 1602.30-.32 & SCLC, Section 3212	
	Notice of Separation	Form completed by employee and/or department indicating effective date of separation, last day on the job, reason for separation, etc.		5 years	29 CFR 1602.30-.32 & WCLC Section 3212	
	Oath of Office	Form Completed and signed by employee affirming allegiance to the Constitution of the United States and the Constitution of the State of California		5 years		City Clerk
	Outside Employment	Form submitted by employee for approval for employee to be engaged in outside employment		5 years	29 CFR 1602.30-.32 & WCLC Section 3212	Personnel
	Performance Evaluations	Employee performance evaluation forms completed by supervisory personnel re employees' accomplishments of their assigned duties and responsibilities, etc.		5 years		
	Pre-Employment Medical	Forms completed by employee and medical clinic to assess physical capability of employee prior to hiring		30 years	US OSHA; 29 CFR 1910.20	
	Security Check Form	Form completed by Personnel to request Police Department to conduct security check on employee prior to hiring		5 years	29 CPR 1602.30-.32 & WCLC Section 3212	

City of Los Alamitos Records Retention Schedule
Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Official Personnel Files (continued)	Special Licenses	Special licenses issued to employees from DMV, accredited schools, etc., verifying employee meets certain job-related requirements	Separation/ termination date	5 years	29 CPR 1602.30-.32 & WCLC Section 3212	Personnel
	Tuition Reimbursement Requests	Copies of applications for training and educational assistance which show employee request, department head approval, and final disposition of request		5 years		
	W-4 Form	Employee's withholding allowance certificate completed by employee authorizing employer to withhold Federal income tax from employees pay and/or for indicating exemption		5 years		
Payroll	Salary Schedules	Adopted by Resolution of the City Council	Adoption date	Permanent		Original Resolution with the City Clerk
Personnel Appeals Commission	Personnel Appeals Board Hearing Files	Employee Personnel Board of Hearing Files	Separation/termination date	5 years	29 CFR 1602.30-.32 & WCLC Section 3212	Personnel
Recruitments	Background Materials	Materials used in the preparation/implementation of recruitments	Date recruitment is initiated	2 years	Department Defined	Personnel
	Bilingual Certification Forms	Forms certifying bilingual capabilities for employees receiving bilingual pay and applicants for recruitments which require bilingual capability	Employees - Separation/termination date; Applicants - eligibility list expiration date	Employee - 5 years; Applicants - 3 years	Department Defined	
	Examination Answer Sheets	Examination answer sheets completed by applicants during testing process and other testing materials	Earlier of date eligible list established or date recruitment canceled	3 years	29 CFR 1620.30-.32	
	Examination Files	Recruitment examination file folders				
	Official Eligible Lists	Eligible lists signed by City Manager. Lists of individuals placed on an eligible list for hiring purposes.	Date signed	3 years	Department Defined	
	Testing Materials	Contains historical data, used for testing candidates	Date eligible list established			
Risk Management/Loss Control	Accident/Damage to City Property Report	Police reports and Departmental accident reports				Personnel
	Actuarial Studies and Audits	Actuarial Audit				
	Insurance Policies	City's Liability Coverage	Permanent	Permanent, until superseded	Department Defined	City Clerk
		City's Property Coverage	Expiration date	2 years		
		Workers Compensation Insurance Policies	Issue date	25 years		
	Liability Claims Against the City	Non-litigated tort claims filed against the City for damages to persons or personal property. Filed with third part administrator	Final resolution date	2 years; minors 18th birthday + 1 year	Department Defined	Personnel
	Special Events Insurance	A "Special Events" coverage, insures third parties for use of City property providing liability coverage for the City	Issue date	5 years	Department Defined	
	State of California Annual Report	State report of workers' compensation liabilities	State filing date	2 years	Department Defined	

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Risk Management/Loss Control (continued)	DMV Drivers' Records Reports	DMV Pull Notice Program	Employment date	5 years	GC 34090 et seq.; GC 6254 (c) VC 1808.0(c)	Personnel
	Inspection Reports	Loss Control inspection reports which show date, time and location of safety inspections, also identifies hazards	Date inspection conducted	5 years	CAL OSHA	
	OSHA	OSHA Log, Supplementary Record and Annual Summary (Federal & State Cal/OSHA)	Incident date	5 years	LC 6410; 8 CCR 14300.33; 29 CFR 1904.2-1904.6	
	Accident/Illness Reports	For Employee medical records and employee exposure records regarding exposure to toxic substances or harmful physical agents. Includes Safety Data Sheets (SDS). Does NOT include; health insurance claims; first aid records of one-time treatments for minor injuries; records of employees who worked less than one (1) year if records are given to employee upon termination.	Incident date	5 years	CAL OSHA	
Training	AB 1825 Sexual Harassment Prevention	Sign in sheets and associated training materials	Class date	5 years	Department Defined	Personnel
	Attendance Sign-In Sheets	Management and Leadership training programs forms	Sign in date	2 years		
	Class Training records	Training records of all classes	Class date	2 years		
Workers' Compensation	First Aid/Report Only Incident	Notices that an injury happened - no medical records	Final Action date on Claim	5 years	LC 5405; 8 CCR 14311	Personnel
	Indemnity Claims Files	Open/active and closed/inactive temporary and permanent disability claims files involving exposure to lost time. Permanent disability to be compensated. Contains medical files and payment history.	Final Action date on Claim	5 years except lifetime medical award cases destroyed upon death of individual	8 CCR 15400.2	
	"Medical Only" Claims Files	Open/active and closed/inactive claims files. Contain claim forms, billings medical records, check copies, etc. Employee injury - no loss of work greater than 3 days	Final action date on Claim	5 years	8 CCR 15400.2	
	PERS (Sworn) Industrial Disability Retirement Files (Official)	Claims filed by employees (sworn) for PERS disability retirement	Application date	5 years	GC 21101	

City of Los Alamitos Records Retention Schedule
Police Department

Schedule G

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
ABC Files	Name of Premises	History of ABC locations. Applications for ABC licenses to sell and/or serve alcoholic beverages.	Application date	Permanent	GC 34090 et seq.	Department Secretary
Administrative Investigations (Internal Affairs Incidents by Type)	Employee Accidents	Investigations of accidents involving on-duty Departmental Personnel	Date investigations completed	5 years	GC 34090 et seq.	Police Chief's Office
	In-Custody Death Reports	Investigations of in-custody deaths				
	In-Custody Injury/Use of Force	Investigations of in-custody injuries and use of force				
	K-9 Reports	Investigations of K-9 bite incidents				
	Officer Involved Shootings	Investigations of officer involved shootings				
Applicant Files	By Name	Record of applicants not selected	Creation date	3 years	GC 34090 et seq.	Department Secretary
Application Permits	Food/Ice Cream Vendors	Application forms, letters of approval or denial and miscellaneous correspondences	Acceptance or denial date	2 years	GC 34090 et seq.	Department Secretary
	Push Cart Vendors					
	Taxi Cab					
	Tow Truck					
Citations	By Citation Number	Parking/Traffic Citations	Issuance date	2 years	GC 34090 et seq.	Records Division
Citizen Complaints	By Employee Name	Investigations of alleged Employee misconduct	Complaint completed date	5 years	PC 832.5; 801.5; 803c EVC 1045, GC 12946; GC 34090 et seq.	Internal Affairs (IA)
Dispositions (Search and Seizures)	By Name	Search and seizure documents received from Court without case numbers	Date probation ends	2 years	GC 34090 et seq.	Police Chief's Office
Employee Records	Background File	Record of background investigation	Termination	5 years	GC 34090 et seq.	Personnel Division
	Medical File	Medical information for each Employee		30 years	US OSHA 29 CFR 191020	
	Personnel File	Employment records., i.e. evaluations, pay changes, commendations, etc.		5 years	GC 34090 et seq.	
Field Interview Cards	By Name	Documentation of a filed contact by an Officer	Date Written	2 years	GC 34090 et seq.	Records Division
Finance	Petty Cash Receipts - by Fiscal Year	Expense vouchers and reimbursement requests	Reimbursement date	2 years	GC 34090 et seq.	Special Investigations
Financial Disclosure Form	By Name	Confidential financial disclosure form completed by Employees working designated assignments	Separation date from designated assignment	2 years	GC 34090 et seq.	Personnel Division
Graffiti Task Force		Correspondence, records or interdepartmental actions concerning Task Force issues	Incident date	3 years	GC 34090 et seq.	District Investigations
Personnel	By Name	City employment requests for record checks of new Employees and supporting documents	Request date	2 years	GC 34090 et seq.	Records Division
	By Name	Explorer Post applications and performance records of explorers	Termination	2 years	GC 34090 et seq.	Department Secretary
Petitions	Petition and Orders under PC 1034 (no case numbers)	Court orders requiring the sealing of records	Order date	2 years	GC 34090 et seq.	Records Division

City of Los Alamitos Records Retention Schedule
Police Department

Schedule G

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Police Reports	Child Abuse Reports	Self explanatory	Report date	Close + 10	GC 34090 et seq.	Records Division
	Cities in which a case number is also i			Until DR Purge	GC 34090 et seq.	
	Domestic Violence Reports			Close + 5	GC 34090 et seq.	
	Fatal Traffic Accidents			Permanent	GC 34090 et seq.	
	Felony Reports			Close +4	GC 34090 et seq.	
	Felony Capital Crimes			Permanent	GC 34090 et seq.	
	Homicide			Permanent	PC 799	
	Marijuana (under 1 oz.)			2 years	H&S Code 113615	
	Non-Criminal Occurrences			Current year +2	GC 34090 et seq.	
	Officer Involved Shootings			Close +25	GC 34090 et seq.	
	Traffic and Parking Citations			Current year +2	GC 34090 et seq.	
Polygraph Files	By Calendar Year	Pre-employment polygraph examinations	Creation date	3 years	GC 34090 et seq.	Police Chief's Office
Psychological Files	By Calendar Year	Pre-employment psychological examinations results	Creation date	5 years	GC 34090 et seq.	Personnel Division
Roll Call Briefing Files		Information disseminated at roll call briefings	Briefing date	2 years	GC 34090 et seq.	Field Operations
Sexual Harassment Investigations	By Calendar Year	Investigations of sexual harassment complaints	Investigation completion date	5 years	GC 34090 et seq.	Department Secretary
Statistical Reports	Uniform Crime Report (UCR)	State reports of statics on crimes and supporting documentation	Date of report	10 years	GC 34090 et seq.	Operation Captain's Office
Supervisor Logs	By Supervisor's Name	Daily logs written by supervisors documenting shift actives	Date Written	2 years	GC 34090 et seq.	Department Secretary
Training Records	Departmental Orders	Self explanatory	Permanent	Permanent	GC 34090 et seq.	Training Division
	Employee Training Records by Employee Name	Schools and classes attended by police employees	Termination Date	5 tears	GC 34090 et seq.	Training Division
	Jail Training Records by Employee Name	Jail Employee training records	Termination Date	5 years	GC 34090 et seq.	Jail Facility
	K-9 Training Records	Training records of K-9 Officers	Termination Date	5 Years	GC 34090 et seq.	K-9 Unit
	Law Summary	Summaries issued by City Attorney and legal advisor	Date of Issue	5 years	GC 34090 et seq.	Training Division
	Range Records	Employees' scores and documentation	Date Created	5 years	GC 34090 et seq.	Training Division
	Standards and Training for Corrections (STC)	Mandated quarter and annual report submitted to STC	Date of Report	2 years	GC 34090 et seq.	Jail Facility
	Training Bulletins	Self explanatory	Permanent	Permanent	GC 34090 et seq.	Training Division
Trespass Forms		Permission form signed by property owner	Date of Initial Report	2 years	GC 34090 et seq.	Filed Operations
Vehicles	Repossession Logs	Record of reposes vehicles reported to the Department	Date of Incident	2 years	GC 34090 et seq.	Records Division
Warrants	Active Local Warrants	Active warrants, teletypes and related documents	Date of Service	2 years	GC 34090 et seq.	Records Division
	Served Local Warrants	Served warrants, teletypes and related documents				
	Worksheets	Served warrant working papers with no case number				

City of Los Alamitos Records Retention Schedule
Public Works Department

Schedule H

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Administrative Services	Correspondences	Misc. correspondences not related to projects	Creation date	2 years	GC 30490 et seq.	Public Works
	Permits	Bus shelters, news racks	Approval date	Expiration + 2 years		Public Works
Construction/Engineering	Post Construction Critiques	Project/Contractor reviews	Completion date	T + 4 years	GC 34090 et seq.	Engineering
	Project Files	Construction project related files	Completion date			
	Bench Marks	Vertical survey data	Survey date			
	Centerline Ties	Horizontal survey data	Survey date			
	Project Data	Project survey data	Survey date			
	Structures	Demolitions	Completion date			
Design Engineering	Soil Reports	Detailed soil analysis/construction recommendations	Report date	Permanent	GC 34090 et seq.	Engineering
	Material Specifications	Specifications of materials used in construction projects	Date approved	Permanent		Engineering
	Contractor's Bid List	Contractors bidding on City projects	Until superseded	5 years		City Clerk
	Acquisition File	Agent's diary, offer letter and other correspondence, escrow documents	Close of escrow	10 years		Engineering
	Relocation File	Informational documents, claim forms, verification of payment, etc.	Receipt of final relocation payment	10 years		Engineering
	Appraisals	Assesses value of property	Close of escrow	2 years		Engineering
	Residential Real Estate	Included deeds, parcel maps, tract maps, right of way maps.	Creation date	Permanent		Engineering
	Right-of-Way	Property Acquisition	Completion date	10 years		Engineering
Development Engineering	Industrial Discharge Permits	National Pollution Eliminations System	Expiration date	Permanent	GC 34090 et seq.	Engineering
	Street Work and Utility Permits	Encroachment Permits	Completion date	5 years		Engineering
	Transportation/Wide Load Permits	Oversized Vehicles	Completion date	3 years		Engineering
	Studies	Runoff/Drainage	Approval date	5 years		Engineering
	NPDES	Correspondences and related documents	Date issued	5 years		Engineering
	Water Quality Management Plan	WQMP	Approval date	Until super seceded		Engineering
	Industrial Commercial Inspection Records	Records required by permit	Inspection date	5 years		Engineering
	City Program Effectiveness Assessment	Annual NPDES Report	Submittal date	permanent		Engineering
	Storm Water Pollution Prevention Plan	SWPPP	Certificate of Occupancy	1 year		Engineering
	Miscellaneous Cash Transaction	Contains specific notes	Date issued	3 years		Engineering
	Certificate of Insurance	Proof of Liability insurance and endorsement	Date received	Completion +10 years		Engineering
	Development Project Folder	Public Works requirements of approval for private development projects and site plans. Includes copy of bond release letter	Completion of project or expiration of development agreement, whichever is later	5 years		Engineering
	Development Conditions	Public Works conditions of approval for private development projects	Date issued	Permanent		Engineering
	Special Studies	Joint powers authorities, etc.	Date completed	Permanent		Engineering
	Certificates of Compliances	City Engineer approval of existing subdivision	Date recorded	Permanent		Engineering
	Transportation	Alignment and environmental studies	Project date	Permanent		Engineering

City of Los Alamitos Records Retention Schedule
Public Works Department

Schedule H

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Development Engineering (continued)	Reports	Measure M, Congestion Management Plan, Arterial Highway Program	Report date	10 years	GC 34090 et seq.	Engineering
	Over the Counter	Public Works requirements of approval for over the counter Projects; site plans	Final sign-off of permit	2 years		Engineering
	Conditions of Approval - Private Development	Correspondences regarding Conditions of Approval	Date created and signed	Permanent		Engineering
Drawings	Drawings	Plans/Drawings including channelization, signal and interconnect plans, City-owned buildings, structures, wells, reservoirs, widening, overpasses, traffic management studies, counts, phasing, city yard construction drawings, civic center facilities, park structures, streets, alleys, medians, curbs and gutters, sidewalks, transportation center, sewer and water mains, booster stations, lift stations, pump stations, MWD connections	Date signed	Permanent	GC 34090 et seq.	Engineering
	Drawings	Traffic control plans	Date signed	Permanent		Engineering
	Drawings	Bike lane and bike trails	Completion date	Permanent		Engineering
	Drawings	Park improvements	Completion date	Permanent		Engineering
Inventory	Chemical and Hazardous Material	Documents chemicals and hazardous materials owned, used, in the possession in the course of City Business. Material safety data sheets, disposal, use and storage records	Last Use	30 years	8 CCR 3204	Public Works
Maintenance	Service Requests	Requests for maintenance services	Request date	2 years	GC 34090 et seq.	City Yard
	Street Work Reports	Monthly street work summary	Report date	2 years		City Yard
	Weed Abatement Violations	Notices issued and action taken	Notice date	Completion + 5 years		City Yard
	Maintenances	Street maintenance, slurry seal, resurface, weed, rubbish, graffiti	Completion date	5 years		City Yard
	Trees	Planting, removal, trimming	Completion date	5 years		City Yard
	Driver Equipment Certification	Motor carrier safety requirements	Date issued	10 years		Personnel
	Field Work Records	Supervisor's Crew work records	Date of work	2 years		City Yard
	Graffiti Removal	Locations/sq. ft. of graffiti removed	Date of work	2 years		City Yard
Traffic	Traffic Signals	Traffic control computer, maintenance	Completion date	Until Super seceded	GC 34090 et seq.	Engineering
	Accident Data/Collision Diagrams	Location/accident/type/collision diagrams	Diagram/Collision date	10 years		Engineering
	Average Daily Traffic/Turning Counts	Count data	Collection date	10 years		Engineering
	Traffic Orders	Various parking and traffic controls	Install date	Permanent		Engineering
	Permit Parking	Applications, etc.	Expiration date	1 year		Engineering
	School Crossing Study	Study to justify crossing guard	Completion date	10 years		Engineering
	Signal Cabinet Prints	Signal wiring diagram	Install date	Until Super seceded		Engineering
	Signal/LT Phase Warrant	Studies to justify left turn installation	Install date	10 years		Engineering
	Signal Maintenance	Operation maintenances	Maintenance date	5 years		Engineering
	Signal Timing	Operation timing	maintenance date	5 years		Engineering
	Speed Limit Study	Restudied every 5 years	Approval date	10 years		Engineering

City of Los Alamitos Records Retention Schedule
Public Works Department

Schedule H

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Traffic (continued)	Traffic Control Devices Inventory	Installation and maintenance data	Work date	Life of Structure + 5 years		Engineering
	Traffic/Parking Studies	Neighborhoods, schools, parks, special	Study date	10 years		Engineering
	Requests for Service	Citizen-requests, studies	Request date	10 years		Engineering
Preventative Maintenance	Repairs, Inspection and Preventative Maintenance	Repairs, inspection and preventative; heating ventilation and air conditions chiller repair, air condition system refrigerant		Life of Asset +2	State of CA, US EPA, SCAQMD	Building Maintenance
	Inspection Reports	Annual Fire Inspection, 5 year systems inspection, annual fire extinguishers		Life of Asset +2	State of CA	
	Underground Storage Monthly Test and 3 year inspections	Maintenance of diesel, gasoline tanks on City property		Life of Asset +2	State of CA, US EPA, SCAQMD	
	Emergency Generators, Internal Combustion Pressure Pups Emission and Maintenance	Reports related to emergency power sources and building fire pump operations		Life of Asset +2	State of CA, SCAQMD	
Light and Heavy Vehicles, Equipment	Fleet Maintenance	Work order, requisitions, accident reports, logs	Generation date	Active + 5 years	GC 34090 et seq.	Fleet
	CHP BIT Records Program	Driver Inspections		Active + 3 months		
		Driver Time Sheets		Active + 6 months		
		Driver Proficiency		Life + 1 year		
		BIT EQU Inspections		1 year		
City Yard	Operating Permits	AQMD UST Permits, hazardous Waste Permits	Generation date	Active	GC 34090 et seq.	Fleet
		AQMD UST Annual Renewal		1 year		
	Inspection and Reports	AQMD UST Monthly Inspection, KPEDS Monthly Inspection, Haz-mat Generator Fee report		1 year		

City of Los Alamitos Records Retention Schedule

Recreation and Community Services (RCS)

Schedule I

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Administration	Applications		Application date	2 years	GC 34090 et seq.	RCS
	Correspondences	Misc. correspondences	Date created	2 years	GC 34090 et seq.	RCS
	Permits		Permit date	2 years	GC 34090 et seq.	RCS
Events	City Sponsored Events	Records the planning and history of events sponsored by the City. May include, but is not limited to mailing lists, invitations, photographs, media releases, correspondence, and event diagrams.	Event date	5 years	GC 34090 et seq.	RCS
Projects	General Project Files	Project files including correspondence, reports, and relevant back-up documentation	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Registration	Participant Registration and Attendance Records	Documents the registration and attendance of participants in sponsored events, activities, and classes. Records may include registration forms or cards, class or activity rosters, consent/waiver forms and related documents.	Last date of participation	2 years	GC 34090 et seq.	RCS
Reservations	Reservation Form	Facility reservations	Event date	2 years	GC 34090 et seq.	RCS

Request for Amendment to Records Retention Schedule

Department:

[illegible]

Department Head:

Signature: _____

Date: _____

City Clerk/Records Manager:

Signature: _____

Date:

City Attorney:

Signature: _____

Date:

City of Los Alamitos
Records Management Program
Authority to Destroy Obsolete Records

The below records are submitted for destruction in accordance with the procedures outlined in the City of Los Alamitos Records Management Program adopted by City Council Resolution. Note: Documents will be reviewed for historical value and, if applicable, retained in the Archives. Documents involved in litigation or pending audit may not be destroyed.

DEPARTMENT:		DATE:		PAGE	OF
DIVISION:		PREPARED BY:			DESTRUCTION DATE:
RECORD CATEGORY (Use Retention Schedule)	RECORD SERIES Description. Attach additional sheets if needed	DATE OF RECORDS: FROM: TO:		REQUIRED RETENTION	LOCATION BOX NUMBER

Documents have been reviewed and approved for destruction.

APPROVAL *(print name and sign)*

_____ Department Head	_____ Date
_____ City Attorney	_____ Date
_____ City Clerk or Records Manager	_____ Date
CERTIFICATION OF DESTRUCTION OF RECORDS	
I hereby certify that I caused the records listed above to be destroyed.	
Destruction Method <i>(circle one)</i> Shredding Discard Outside Vendor	
_____ Signature	_____ Name/Title _____ Date

Request for Amendment to Records Retention Schedule

Department: *Development Services*Requested By: *Maria Enciso*

Series Title and Description	Add Change or Delete	Reason for Requested Amendment	Legal Retention	Current Retention	Proposed Retention
Misc. Correspondence	Add Change	Is not included in the Department Schedule	-use schedule A, General Records		2 years
Planned Sign Program (PSP): Mechanism to insure the coordination of signage within a development site	Add Change	Make retention permanent.		2 years	Permanent
Special Events Permits	Add Change	Is not included in the Department Schedule			T + 2 yrs
Off Premise Sign, Home Occupation: Building signs (temporary)	Add Change	Change record series to Temporary Sign Permits		2 years	2 years
Business License Tax Original Applications: Original business license tax applications	Add Change	Change retention period to match HDL		T + 3 yrs	Application date + 7 years

Approved

Department Head:

City Clerk/Records Mgr.:

City Attorney:

Les Johnson

Windmerra Quintanar

Michael S. Daudt

Date:

Date:

Date:

12/4/19

1-13-2020

1-14-2020

City of Los Alamitos
Records Management Program

Request for Amendment to Records Retention Schedule

Page 1 of 1

Department: Los Alamitos Police Department

Requested By: Chief Eric R. Nuñez

Series Title and Description	Add Change or Delete	Reason for Requested Amendment	Authority/ Legal Retention	Current Retention	Proposed Retention
Police Department - Employee Records	Change	To coincide with the 5 year retention period for Citizen Complaints	GC 34090 et seq.	2 years	5 years

Approved

Department Head: Eric R. Nunez, Police Chief Signature:  Date: 12/9/19

City Clerk/Records Manager: Windmer Quintanar, MMC Signature:  Date: 1-10-2020

City Attorney: Michael S. Daudt Signature:  Date: 1-14-2020

Request for Amendment to Records Retention Schedule

Department: Public Works Department

Requested By: Dave Hunt

Series Title and Description	Add Change or Delete	Reason for Requested Amendment	Authority/ Legal Retention	Current Retention	Proposed Retention
Construction/Engineering	Change	All records in the series to be consistent with current practices and department use of records	GC 34090	Permanent	Termination + 4 years

Approved

Department Head: Les Johnson, Development Services Director

Signature: 

Date: 1/14/2020

City Clerk/Records Manager: Windmera Quintanar, MMC

Signature: 

Date: 1/13/2020

City Attorney: Michael S. Daudt

Signature: 

Date: 1-14/2020

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10C

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

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Appointments to the Parks, Recreation, and Cultural Arts and Traffic Commissions

SUMMARY

This report provides relevant information by which the City Council may appoint members to the Parks, Recreation, and Cultural Arts Commission and the Traffic Commission.

RECOMMENDATIONS

1. Appoint William Bandak to the Parks, Recreation, and Cultural Arts Commission for an unexpired term ending December 2020; and,
2. Appoint Bruce Murphy to the Traffic Commission for a three-year term expiring December 2022; and,
3. Direct the City Clerk to recruit for the unexpired term on the Parks, Recreation, and Cultural Arts Commission.

BACKGROUND

The Los Alamitos Municipal Code provides for the appointment of residents to City Boards and Commissions. City Council policy has determined interested parties, including incumbents, need to submit an application for consideration by the Council.

Vacancies have occurred on both the Parks, Recreation, and Cultural Arts Commission and Traffic Commission. Availability Notices were posted at City facilities, on the City's website, social media sites, and Los AI TV-3. Copies were provided to the press inviting residents to apply for these positions.

DISCUSSION

In October 2019, Staff began recruiting for vacancies on the Parks, Recreation, and Cultural Arts Commission and the Traffic Commission. At its December 16, 2019 meeting, Council appointed all applicants to the Commissions and directed the City Clerk to recruit for the remaining vacancies. An availability notice was released on December 17 with a deadline to apply by January 14, 2020. One application was received from Bruce Murphy for the Traffic Commission and one application was received for both the PRCA and Traffic Commission from William Bandak.

As we have received the same amount of applications for vacancies, Staff is recommending Council forego interviews and appointing William Bandak to the Parks, Recreation, and Cultural Arts Commission with an unexpired term of December 2020 and Bruce Murphy to the Traffic Commission for a three year term expiring December 2022. Both applicants have been advised Council would be considering appointment at this meeting and attendance was not required, but they are welcome to attend if desired.

Additionally, Council appointed former Parks, Recreation, and Cultural Arts Commissioner Tanya Doby to the City Council on January 14, 2020 creating a vacancy that needs to be filled. The City Clerk will open a recruitment for the vacancy with an anticipated interview of February 18, 2020 or until enough applications are received.

Fiscal Impact

None.

Submitted By: Windmera Quintanar, MMC, City Clerk

Approved By: Les Johnson, Interim City Manager

Attachments: 1. Applications
 2. Local Appointment List



CITY OF LOS ALAMITOS

3191 Katella Ave., Los Alamitos CA 90720
(562) 431-3538 <http://cityoflosalamitos.org>

RECEIVED
CITY OF LOS ALAMITOS
Date Received
(date stamp)
2020 JAN 14 PM 4:29

COMMISSION APPLICATION

Application to be considered for the following Commissions:

- ☐ Cable ☒ Parks, Recreation, and Cultural Arts
☐ Personnel Appeals ☐ Planning ☒ Traffic

Applicant's Name William Bandak Apartment Row

Registered Voter's Address [REDACTED] Los Alamitos, CA 90720

Home Telephone: [REDACTED] Cell Phone: [REDACTED]

E-mail: [REDACTED] Years Lived in Los Alamitos 3 1/2

Previous service on any Commission/Board? ☐ Yes ☒ No

If Yes, which Commission? [REDACTED] When? [REDACTED]

Are you available to attend evening meetings? Yes

Do you presently contract any services or are you otherwise employed by the City? ☐ Yes ☒ No

If so, what is the nature of the contract or employment? [REDACTED]

Please describe how your qualifications and skills would benefit the Commission:

I am very flexible and open-minded with the ability to listen respectfully. I consider myself a fair, reasonable person that strives to be prepared to the fullest in everything I do. My education and work experience helped to develop my strong analytical abilities and people skills. I enjoy doing extensive research in order to make well informed, educated decisions. This careful focus on all pertinent information related to the task at hand would benefit the city. Thanks to my work background, I have a thirst for knowledge and love to ascertain the best course of action to take when given challenges. When it comes to making the best decisions as a commissioner, what is best for the community takes precedence over my neighbors or friends opinions I believe. I take very seriously advising the council on courses of action to take which will benefit this great city. I would like to improve or sustain this city's level of service to the community as much as possible.

Please describe your educational background and list any professional or vocational licenses/certificates:

Radiology Technology at Cypress College, Graduate from Cal State University, Fullerton in Psychology. Certificates in cataloging through OCLC. Multiple computer operating systems training through job experience.

[REDACTED]
Signature [REDACTED] Date 1-14-20



CITY OF LOS ALAMITOS

3191 Katella Avenue, Los Alamitos, CA 90720

LOCAL APPOINTMENTS LIST

NOTICE IS HEREBY GIVEN that the City of Los Alamitos encourages residents to apply for positions on City Commissions, Boards and Committees. At the end of each year, the City releases a list of expiring appointed terms for the coming year, names of incumbents, and the dates of their appointments. The following is a complete list. Interested residents may contact the Office of the City Clerk for applications and additional information, (562) 431-3538, Ext. 220.

QUALIFICATIONS AND REQUIREMENTS: Members of the following Commissions and Boards shall be appointed, and shall be subject to removal, by motion of the City Council adopted by a majority vote. The members thereof shall be appointed from the qualified electors of the City for a term of three years, none of who shall hold any paid office or employment in the City government and shall serve until their respective successors are appointed and qualified. If a member of a Board or Commission is absent from three (3) consecutive meetings of such Board or Commission, unless by permission of such Board or Commission expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, his/her office shall become vacant and shall be so declared by the City Council.

Planning Commissioners are designated "code filers" under California Government Code Section 87200. **All** other Boards/Commissions are designated "code filers" under the City's Conflict of Interest Code (COIC). Financial disclosure must be made periodically on specific forms and become documents of public record.

PARKS, RECREATION & CULTURAL ARTS COMMISSION - This is a seven-member Commission, which meets on the first Wednesday of each month at 7:00 p.m. in the City Council Chamber, 3191 Katella Avenue, Los Alamitos. It is responsible for advising the City Council in all matters pertaining to public recreation and parks, including problems of development of recreation areas, facilities, programs and services and formulating policies on recreational services, and also programming yearly events within the community that promote fine arts.

Members	First Appointed	Exp. Date	Residential Area
Dean Hill	February 2017	December 2020	Highlands
Trisha Murphy	December 2017	December 2020	College Park North
Johnathan D. Crans	July 2018	December 2020	Highlands
VACANT		December 2020	
Alexander Duran	February 2018	December 2022	Old Town West
Steven Olveda	December 2016	December 2022	Old Town East
VACANT		December 22	

PERSONNEL APPEALS COMMISSION - This is a five-member Commission is appointed for a four-year term and meets on an as-needed basis. The Personnel Appeals Commission receives and hears appeals on personnel matters.

Members	First Appointed	Exp. Date	Residential Area
Marilyn Bates	August 2012	August 2020	Greenbrook
Timothy Johnson	December 2016	December 2020	Apartment Row
Chuck Landon	August 2014	December 2020	Greenbrook
Cathie Salai	August 2008	August 2020	Greenbrook
Robert Lee	February 2003	December 2022	Carrier Row

PLANNING COMMISSION - This is a seven-member Commission that meets on the fourth Wednesday of each month at 7:00 p.m. in the Los Alamitos Council Chamber, 3191 Katella Avenue, Los Alamitos. The Planning Commission is responsible for recommendations and implementation of the City's General Plan and zoning ordinances, as well as review of development proposals.

Members	First Appointed	Exp. Date	Residential Area
Larry Andrade	August 2015	December 2020	New Dutch Haven
Victor R. Sofelkanik	August 2000	December 2020	Greenbrook
Mary Anne Culty	December 2013	December 2021	Highland
Art DeBolt	January 2013	December 2021	Suburbia
Wendy Grose	January 2010	December 2021	Old Town West
Gary Loe	January 2010	December 2021	Highlands
John Riley	July 2009	December 2021	Country Squares

TRAFFIC COMMISSION - This is a seven-member Commission that meets monthly on the second Wednesday of each month at 7:00 p.m. in the Los Alamitos Council Chamber, 3191 Katella Avenue, Los Alamitos. The Traffic Commission is responsible for reviewing complaints, requests or suggestions concerning traffic safety conditions and making recommendations to the City Council.

Members	First Appointed	Exp. Date	Residential Area
Sallie Rodman	December 2016	December 2019	Highlands
Christine Coxhill	February 2018	December 2020	Greenbrook
Antoinette West	December 2017	December 2020	Highlands
Randall Hill	December 2016	December 2022	Highlands
Javier Mejia	January 2013	December 2022	Apartment Row
Daniel Patz	January 2013	December 2022	Greenbrook
Elliot Singer	December 2016	December 2022	Highlands

GC 54972
(1/15/20 wq)

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10D

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

Presented By: Eric Hendrickson, Finance Director

Subject: Comprehensive Annual Financial Report for June 30, 2019

SUMMARY

For City Council consideration is the receipt of the fiscal year 2018-2019 audit reports.

RECOMMENDATION

Receive and file the annual audit reports for fiscal year 2018-2019, 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, 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 2018-2019 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 2018-2019, this would be the fifth 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: Eric Hendrickson, Finance Director

Reviewed and Approved by: Les Johnson, Interim City Manager

Attachments: 1. Final CAFR for Fiscal Year Ended June 30, 2019
2. Audit Communication Letter
3. Report on Internal Control



CITY OF LOS ALAMITOS, CALIFORNIA

FOR THE FISCAL YEAR ENDED JUNE 30, 2019

FINANCIAL STATEMENTS

Focused
on YOU



CITY OF LOS ALAMITOS, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDED JUNE 30, 2019

Prepared by:
ERIC HENDRICKSON
FINANCE DIRECTOR



CITY OF LOS ALAMITOS, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2019

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CITY OF LOS ALAMITOS, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2019

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CITY OF LOS ALAMITOS, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2019

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December 24, 2019

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, 2019.

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 Lance, Soll & Lunghard, LLP, 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, 2019. 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 11,636 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

The economy continues to grow. The City of Los Alamitos and the County of Orange has outperformed much of California. The City's labor market continues to improve with the unemployment rate currently at approximately 3.0% compared to the state's unemployment rate of 4.2%.

The City of Los Alamitos relies heavily on taxes, its primary source of revenue, comprising approximately 80% of all General Fund revenues. The majority of the tax revenues are collected from property taxes, sales taxes, and utility users' taxes. The City's property tax revenues have increased over the past years and are expected to continue to increase next year, based upon an increase in assessed valuations of 2%. The City's sales tax revenues are expected to remain steady from Fiscal Year 2018-19, which reflects a strong robust and thriving local economy. The City's third major tax revenue source, utility users' tax, is expected to remain relatively flat over the prior year. General Fund revenues are projected to slightly decrease next fiscal year by approximately \$125,000. However, the City adopted a balanced budget for Fiscal Year 2019-20, while continuing to maintain vital services to the community.

Long-Term Financial Planning and Major Initiatives

As of June 30, 2019, the City's General Fund had fund balance unassigned and assigned of approximately \$8.8 million. Of this amount, \$3.6 million is committed for emergencies, \$3.62 million designated for PERS reserves, \$500,000 designated for retiree medical insurance benefits and approximately \$469,000 is assigned for encumbrances. Nonspendable fund balance consists primarily of prepaid amounts for the 2019-20 Fiscal Year, which were paid during the 2018-19 Fiscal Year.

Annually, the City updates a five (5) year Capital Improvement Program (CIP). The Capital Improvement Program for Fiscal Year 2019-20 totals \$1,758,982, which includes \$722,332 carried forward from Fiscal Year 2018-19. Projects include, but are not limited to, the new motor for the Fenley Pump Station, City Hall Generator, Farquhar Avenue Rehabilitation and other street and park playground improvements. The Capital Improvement Program continues to provide a significant amount of funding for public safety, parks and streets.

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.

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, 2018. 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. We would like to express our appreciation to all members of the department who assisted in its preparation. 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,

A handwritten signature in black ink, appearing to be 'L. Johnson', with a long horizontal flourish extending to the right.

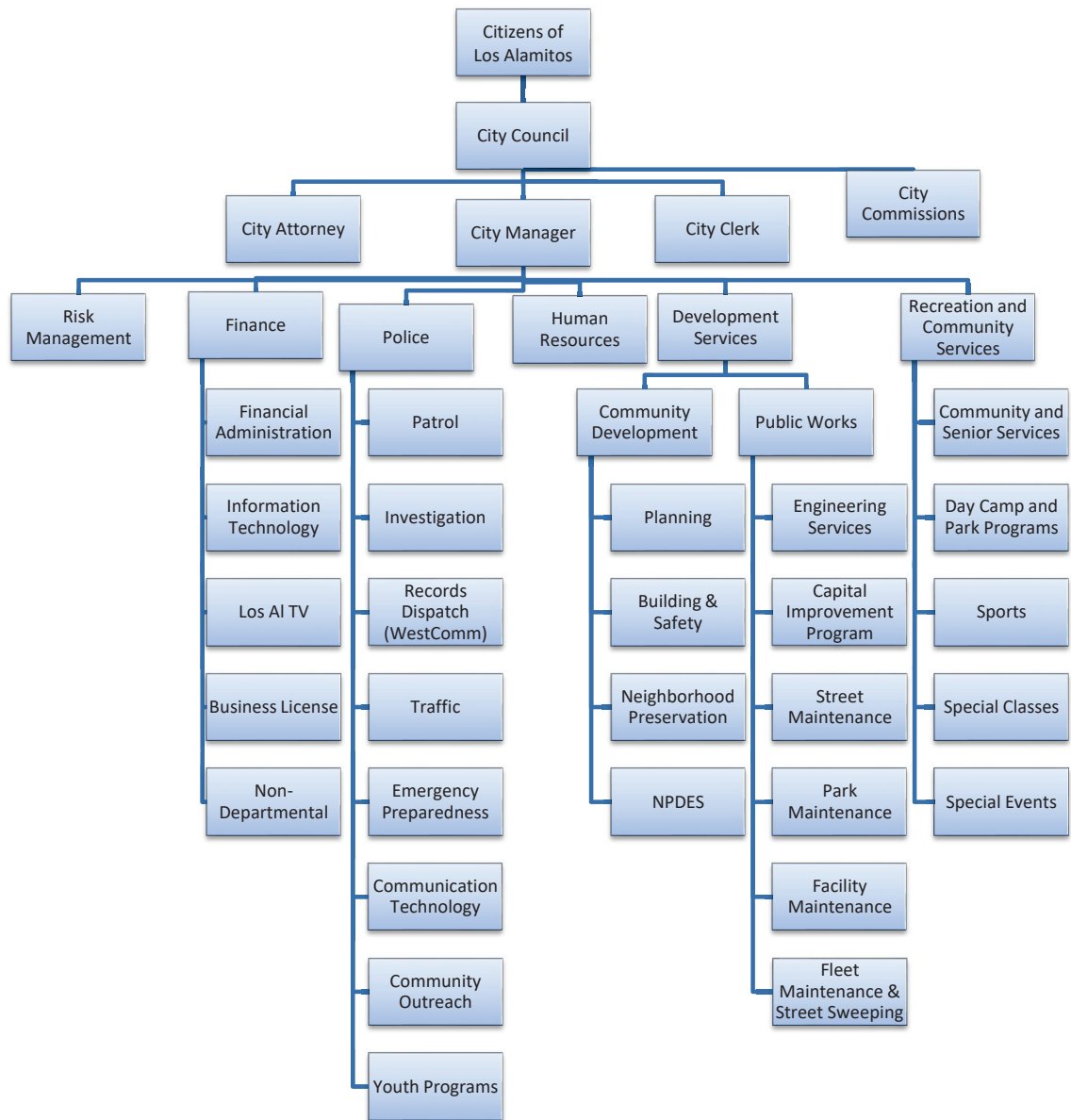
Les Johnson
Interim City Manager

A handwritten signature in blue ink, reading 'Eric Hendrickson', in a cursive style.

Eric Hendrickson
Finance Director/City Treasurer

CITY OF LOS ALAMITOS

ORGANIZATIONAL CHART



CITY OF LOS ALAMITOS

DIRECTORY OF OFFICIALS (as of June 30, 2019)

CITY COUNCIL

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

APPOINTED OFFICIALS

Bret M. Plumlee, City Manager
Michael S. Daudt, City Attorney
Windmera Quintanar, City Clerk

EXECUTIVE MANAGEMENT

Eric R. Nunez, Chief of Police
Eric Hendrickson, Finance Director/City Treasurer
Les Johnson, Development Services Director
Emeline Noda, Manager of Recreation and Community Services
Ron Noda, Manager of Recreation and Community Services
Chelsi Wilson, Executive Assistant to the City Manager
Chris Karrer, Police Captain
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, 2018

Christopher P. Morrell

Executive Director/CEO





INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Los Alamitos, California (the City), as of and for the year ended June 30, 2019, 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 the 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.



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

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 of Los Alamitos, California, as of June 30, 2019, 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.

Emphasis of Matter

The City retained a qualified actuary to determine the total other post-employment benefits (OPEB) liability as of the measurement date as required by GASB Statement No. 75. The total OPEB liability is calculated by the actuary using estimates and actuarial techniques under actuarial standards of practice in the actuarial valuation as of June 30, 2018. The actuary applied Section 3.7.7(c)4 of Actuarial Standard of Practice No. 6, as revised, and determined that age-adjusted rates are not necessary and therefore, the implicit rate subsidy is not applicable in calculating the total projection of benefits payments. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedule for the general fund, the schedule of proportionate share of the net pension liability, the schedule of plan contributions, and the schedule of changes in the total OPEB liability and related ratios 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 schedules 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 schedules 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. The 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 schedules are fairly stated, in all material respects in relation to the basic financial statements as a whole.



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

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 December 24, 2019 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.

Brea, California
December 24, 2019





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, 2019. 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 nonmajor governmental funds is 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 nonmajor 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,	
	2018	2019
Current and other assets	\$ 11,819,927	\$ 13,106,630
Capital assets	19,042,829	18,941,430
Total assets	30,862,756	32,048,060
Deferred outflows of resources	5,571,455	4,906,900
Current liabilities	1,453,068	1,916,207
Noncurrent liabilities:		
Long-term liabilities	4,995,324	3,954,222
Net OPEB liability	4,517,345	4,712,480
Net pension liability	18,846,694	18,853,613
Total liabilities	29,812,431	29,436,522
Deferred inflows of resources	1,259,024	1,599,615
Net position:		
Net investment in capital assets	15,280,671	15,314,659
Restricted	761,141	1,350,083
Unrestricted	(10,679,056)	(10,745,919)
Total net position	\$ 5,362,756	\$ 5,918,823

The City's assets and deferred outflows exceeded liabilities and deferred inflows by \$5,918,823 as of June 30, 2019, an increase of \$556,067 from June 30, 2018.

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 \$10.7 million as of June 30, 2019, 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, 2019 and the prior fiscal year is illustrated in Table 2 below.

TABLE 2
Changes in Net Position

	Governmental Activities - June 30,	
	2018	2019*
Revenues		
Program revenues:		
Charges for services	\$ 2,827,168	\$ 2,852,999
Operating contributions and grants	151,009	442,188
Capital contributions and grants	390,619	254,260
General revenues:		
Taxes:		
Property taxes	3,773,441	3,945,959
Utility users tax	2,033,871	1,967,627
Sales taxes	3,336,434	3,597,155
Franchise taxes	690,734	687,539
Business Licenses	647,433	684,310
Other taxes	596,100	717,207
Investment income	101,885	271,249
Gain on sale of property	18,590	-
Other	181,590	115,865
Total revenues	14,748,874	15,536,358
Expenses		
General government	3,516,839	3,135,018
Public safety	6,311,228	6,555,875
Community development	1,103,579	985,825
Recreation and community services	1,810,947	1,746,298
Public works	2,313,769	2,414,922
Interest on long-term debt	141,264	142,353
Total expenditures	15,197,626	14,980,291
Change in net position	(448,752)	556,067
Net position, beginning, as restated	5,811,508	5,362,756
Net position, ending	\$ 5,362,756	\$ 5,918,823

**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 \$556,067 compared to a net decrease of \$448,752 in the prior year. Key elements of this year's activity in relation to the prior year are as follows:

Revenues:

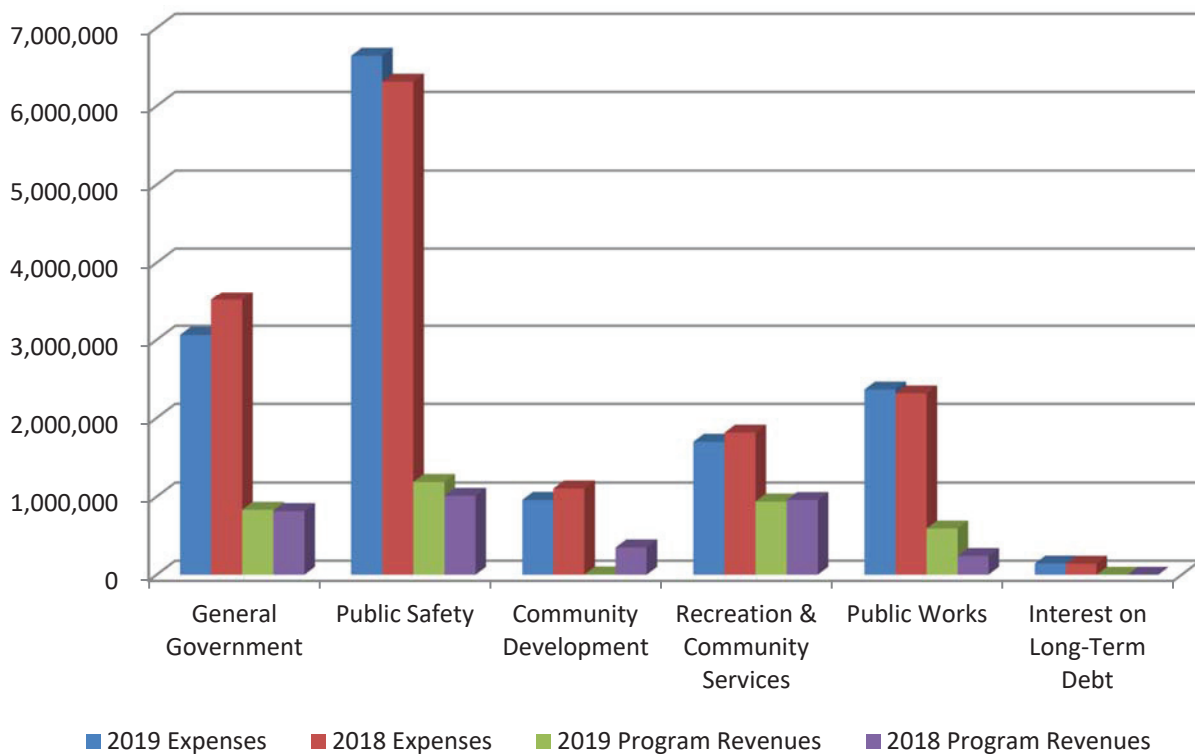
- While variances between years exist for the various revenue categories, the total net increase was \$787,484, which is largely attributable to the \$260,721 (7.8%) increase in sales tax. This was attributable to the continued strong growth in the economy. Additionally, the City received increased investment revenue, increased property tax revenue, and increases in other tax revenues.

Expenses:

- While variances between years exist for the various expense functions, the total net decrease was \$217,335, which is largely attributable to vacancies in staffing across various departments. Increased expenditures were recognized in Public Safety and Public Works. Decreased expenditures were enjoyed in General Government, Community Development, and Recreation.

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
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 \$10,115,880, an increase of \$1,497,241 (17 percent) from the prior fiscal year's balance. \$4,688,736 or 46% 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*. \$1,179,744 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 \$1,111,936 during the fiscal year compared to a \$174,097 increase in the prior year. The increase in the current year is primarily attributable to the increase in sales tax, investment income, property tax revenue, and lower expenditures due to staff vacancies.

The Traffic Improvement Capital Project Fund increased by \$22,422 during the fiscal year compared to a \$57,986 decrease 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 \$362,883. While variances between years exist for the various nonmajor governmental funds, the net decrease 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 \$810,690 more than the final budgeted amount, which is primarily due to better than projected sales taxes, investment earnings, and property taxes. The expenditures for the General Fund at fiscal year-end were \$792,176 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 \$689,591. The increase in budgeted appropriations is primarily due to increase in transfers to internal service funds to capital funding for vehicle replacements, self-insurance and facility maintenance. Additionally, there was an increase costs in community development and public works departments, which is 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 2018-19, the City had \$18.94 million invested in capital assets, including land, buildings, infrastructure, and equipment. This amount represents a net decrease of \$101,399, which is primarily due to the annual depreciation expense of these assets, thus reducing the ending value. There was \$359,940 in capital asset additions, which was offset by \$461,339 of depreciation expense.

TABLE 4
City of Los Alamitos Capital Assets Net of Depreciation

	Governmental Activities	
	2018	2019
Land	\$ 5,917,715	\$ 5,917,715
Buildings and Improvements	887,700	843,478
Equipment	395,052	365,410
Vehicles	267,372	176,285
Infrastructure	9,623,688	11,573,881
Construction in progress	1,951,302	64,661
Totals	<u>\$ 19,042,829</u>	<u>\$ 18,941,430</u>

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 2018-19, the City had \$4.56 million in long-term liabilities which includes outstanding bond indebtedness of \$3.475 million along with a capital lease, claims payable and compensated absences. The net decrease of \$310,874 over the prior year is due to debt payments made to the 2015 Certificates of Participation and the capital lease.

TABLE 5
City of Los Alamitos Long-Term Liabilities

	Governmental Activities	
	2018	2019
2015 Certificates of participation	\$ 3,545,000	\$ 3,475,000
Capital lease - police vehicles	204,339	137,467
Claims payable	602,699	573,499
Compensated absences	520,488	375,686
Total liabilities	<u>\$ 4,872,526</u>	<u>\$ 4,561,652</u>

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

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The economic growth in the area continues to accelerate for another year. In Orange County especially, leading economic indicators such as employment, consumer confidence, housing and hotel occupancy remain strong. The City's unemployment rate is currently at approximately 3.0% compared to the state's unemployment rate of 4.2%. Real Gross Domestic Product (GDP) grew at an annual rate of 2.1% in 2019 and 3.5% in 2018 as the U.S. economy continues to show moderate and steady growth. Home values have also continued to increase in Los Alamitos, with an approximate 2% increase in net taxable assessed values. Interest rates remain very low, and inflation has stayed below 2%. Overall, the consensus seems to be continued gradual economic growth.

The City adopted a balanced budget for Fiscal Year 2019-20. The appropriations for all budgeted funds for Fiscal Year 2019-20 is \$18,204,291. The General Fund operating budgeted was balanced with operating revenues of \$14,429,965 and operating expenditures of \$14,429,965.

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.

CITY OF LOS ALAMITOS, CALIFORNIA

STATEMENT OF NET POSITION
JUNE 30, 2019

	Governmental Activities
Assets:	
Cash and investments (Note 3)	\$ 11,685,080
Receivables:	
Accounts	538,916
Accrued interest	74,117
Due from employees	7,424
Due from other governments	750,061
Prepaid costs	50,007
Cash and investments - restricted (Note 3)	1,025
Capital assets, not being depreciated (Note 5)	5,982,376
Capital assets, net of depreciation (Note 5)	12,959,054
Total Assets	32,048,060
Deferred Outflows of Resources:	
Deferred charge on refunding	103,094
Pension deferrals (Note 9)	4,803,806
Total Deferred Outflows of Resources	4,906,900
Liabilities:	
Accounts payable	555,382
Accrued liabilities	224,238
Accrued interest	36,721
Unearned revenue	328,782
Deposits payable	45,231
Compensated absences, due within one year (Note 6)	259,249
Bonds payable, due within one year (Note 7)	75,000
Capital leases, due within one year (Note 7)	68,105
Claims payable, due within one year (Note 12)	323,499
Noncurrent liabilities:	
Compensated absences (Note 6)	116,437
Bonds payable (Note 7)	3,518,423
Capital leases (Note 7)	69,362
Claims payable (Note 12)	250,000
Total other post-employment benefits liability (Note 10)	4,712,480
Net pension liability (Note 9)	18,853,613
Total Liabilities	29,436,522
Deferred Inflows of Resources:	
Pension deferrals (Note 9)	1,599,615
Total Deferred Inflows of Resources	1,599,615
Net Position:	
Net investment in capital assets	15,314,659
Restricted for:	
Cable television	78,281
Transportation	747,028
Public safety	241,257
Air quality	99,565
Parks	183,952
Unrestricted	(10,745,919)
Total Net Position	\$ 5,918,823

See Accompanying Notes to Financial Statements

CITY OF LOS ALAMITOS, CALIFORNIA

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	
Functions/Programs:	Expenses				Governmental Activities
Governmental Activities:					
General government	\$ 3,134,764	\$ 830,942	\$ -	\$ -	\$ (2,303,822)
Public safety	6,555,558	915,532	271,849	-	(5,368,177)
Community development	985,825	2,548	-	-	(983,277)
Recreation and community services	1,745,536	937,385	-	-	(808,151)
Public works	2,416,255	166,592	170,339	254,260	(1,825,064)
Interest and fiscal charges	142,353	-	-	-	(142,353)
Total Governmental Activities	\$ 14,980,291	\$ 2,852,999	\$ 442,188	\$ 254,260	(11,430,844)

General Revenues:

Taxes:

Property taxes, levied for general purpose	3,945,959
Utility users taxes	1,967,627
Transient occupancy taxes	159,764
Sales taxes	3,597,155
Franchise taxes	687,539
Business licenses taxes	684,310
Other taxes	557,443
Investment earnings	271,249
Other	115,865

Total General Revenues**11,986,911**

Change in Net Position

556,067

Net Position, Beginning of the Year

5,362,756

Net Position, End of the Year**\$ 5,918,823**

CITY OF LOS ALAMITOS, CALIFORNIA

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2019

		Capital Projects Fund		
	General	Traffic Improvement	Nonmajor Governmental Funds	Total Governmental Funds
Assets:				
Cash and investments (Note 3)	\$ 8,606,005	\$ 178,238	\$ 1,159,936	\$ 9,944,179
Receivables:				
Accounts	505,467	-	11,184	516,651
Accrued interest	74,117	-	-	74,117
Due from employees	7,424	-	-	7,424
Due from other governments	653,839	-	96,222	750,061
Due from other funds (Note 4)	3,885	-	-	3,885
Prepaid costs	48,389	-	-	48,389
Cash and investments - restricted (Note 3)	-	-	174	174
Total Assets	\$ 9,899,126	\$ 178,238	\$ 1,267,516	\$ 11,344,880
Liabilities, Deferred Inflows of Resources and Fund Balance:				
Liabilities:				
Accounts payable	\$ 428,606	\$ -	\$ 27,919	\$ 456,525
Accrued liabilities	224,238	-	-	224,238
Unearned revenues	192,003	136,779	-	328,782
Deposits payable	43,322	-	1,909	45,231
Due to other funds (Note 4)	-	-	3,885	3,885
Total Liabilities	888,169	136,779	33,713	1,058,661
Deferred Inflows of Resources:				
Unavailable revenues	170,339	-	-	170,339
Total Deferred Inflows of Resources	170,339	-	-	170,339
Fund Balance:				
Nonspendable:				
Prepaid costs	48,389	-	-	48,389
Employee loans	7,424	-	-	7,424
Restricted:				
Cable television	-	-	78,281	78,281
Transportation	-	41,459	535,230	576,689
Public safety	-	-	241,257	241,257
Air quality	-	-	99,565	99,565
Parks	-	-	183,952	183,952
Committed:				
Capital projects	-	-	117	117
Emergencies	3,607,491	-	-	3,607,491
Assigned:				
Other post-employment benefits	500,000	-	-	500,000
PERS reserves	3,620,000	-	-	3,620,000
Capital projects	-	-	99,286	99,286
Development Projects	469,450	-	-	469,450
Unassigned	587,864	-	(3,885)	583,979
Total Fund Balance	8,840,618	41,459	1,233,803	10,115,880
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	\$ 9,899,126	\$ 178,238	\$ 1,267,516	\$ 11,344,880

See Accompanying Notes to Financial Statements

CITY OF LOS ALAMITOS, CALIFORNIA

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2019**

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balance - governmental funds		\$ 10,115,880
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The following is net of the internal service funds' capital assets of \$617,231.		18,324,199
Long-term liabilities are not due and payable in the current period, and, therefore, are not reported in the funds. The following is net of the internal service funds' long-term liabilities of \$460,966.		
Compensated absences	\$ (375,686)	
Bonds payable	(3,593,423)	
Claims payable	(250,000)	
Other post-employment benefits liability	(4,712,480)	
Net pension liability	<u>(18,853,613)</u>	(27,785,202)
The deferred charge on refunding is not a financial resource and, therefore, is not reported in the funds.		103,094
Accrued interest on long-term debt does not require current financial resources. Therefore, accrued interest is not reported as a liability in the governmental funds' balance sheet.		(34,192)
Deferred outflows of resources for pensions and other post-employment benefits are not available resources and, therefore, are not reported in the funds.		
Pension plan contributions subsequent to the measurement date	1,634,419	
Changes in actuarial assumptions for pension plans	1,992,836	
Differences between expected and actual experiences in pension plans	557,032	
Net difference between expected and actual earnings on pension plan investments	111,207	
Adjustments due to differences in proportions for pension plans	<u>508,312</u>	4,803,806
Deferred inflows of resources for pensions and other post-employment benefits do not require current financial resources. Therefore, they are not reported in the funds.		
Changes in actuarial assumptions for pension plans	(381,897)	
Differences between expected and actual experiences in pension plans	(118,312)	
Adjustments due to differences in proportions for pension plans	(298,238)	
Differences in the proportionate share contributions	<u>(801,168)</u>	(1,599,615)
Certain revenues in the governmental funds are deferred because they are not collected within the prescribed time period after year-end. However, on the accrual basis, they are included as revenue in the government-wide statements.		170,339
Internal service funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, streets, parks, and pool capital expenditures; and self-insurance costs to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.		<u>1,820,514</u>
Net Position of Governmental Activities		<u>\$ 5,918,823</u>

CITY OF LOS ALAMITOS, CALIFORNIA

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2019**

	Capital Projects Fund		Nonmajor Governmental Funds	Total Governmental Funds
	General	Traffic Improvement		
Revenues:				
Taxes	\$ 11,016,039	\$ -	\$ 583,758	\$ 11,599,797
Licenses and permits	830,942	-	-	830,942
Intergovernmental	128,796	-	165,002	293,798
Charges for services	954,139	19,060	147,532	1,120,731
Investment earnings	244,623	3,705	22,921	271,249
Fines and forfeitures	882,257	-	18,201	900,458
Program revenues	-	-	233,179	233,179
Miscellaneous	109,064	-	6,801	115,865
Total Revenues	14,165,860	22,765	1,177,394	15,366,019
Expenditures:				
Current:				
General government	2,252,878	-	46,619	2,299,497
Public safety	5,886,413	-	-	5,886,413
Community development	928,515	-	-	928,515
Recreation and community services	1,589,783	-	-	1,589,783
Public works	1,894,704	343	168,231	2,063,278
Capital outlay	128,084	-	204,076	332,160
Debt service:				
Principal retirement	-	-	70,000	70,000
Interest and fiscal charges	-	-	138,794	138,794
Total Expenditures	12,680,377	343	627,720	13,308,440
Excess of Revenues over Expenditures	1,485,483	22,422	549,674	2,057,579
Other Financing Sources (Uses):				
Transfers in (Note 4)	391,791	-	205,000	596,791
Transfers out (Note 4)	(765,338)	-	(391,791)	(1,157,129)
Total Other Financing Sources (Uses)	(373,547)	-	(186,791)	(560,338)
Net Change in Fund Balances	1,111,936	22,422	362,883	1,497,241
Fund Balance, Beginning of the Year	7,728,682	19,037	870,920	8,618,639
Fund Balance, End of the Year	\$ 8,840,618	\$ 41,459	\$ 1,233,803	\$ 10,115,880

CITY OF LOS ALAMITOS, CALIFORNIA

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019**

Amounts reported for governmental activities in the statement of activities are different because:

Net Change in Fund Balances - total governmental funds	\$ 1,497,241
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Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation expense in the current period.

Capital outlay	\$ 332,160	
Other maintenance activities included in capital outlay above	(7,810)	
Depreciation expense (net of internal service funds of \$110,752)	<u>(350,587)</u>	(26,237)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	170,339
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The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes current financial resources of governmental funds. Neither transaction, however, has any affect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items. The following is net the internal service funds' repayments on long-term debt of \$68,872.

Principal repayment on bonds	70,000	
Amortization of bond premium	4,375	
Amortization of deferred charge on refunding	<u>(5,745)</u>	68,630

Some expenses reported in the statement of activities do not require the use of current financial resources, and, therefore, are not reported as expenditures in the governmental funds.

Change in accrued interest on long-term debt	350	
Change in compensated absences	144,802	
Pension expense	(1,006,320)	
Other post-employment benefits expense	<u>(195,135)</u>	(1,056,303)

The internal service funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, streets, parks, and pool capital expenditures; and self-insurance costs to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.

<u>(97,603)</u>

Change in Net Position of Governmental Activities	<u>\$ 556,067</u>
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CITY OF LOS ALAMITOS, CALIFORNIA

STATEMENT OF NET POSITION
 PROPRIETARY FUND
 JUNE 30, 2019

	Governmental Activities- Internal Service Funds
Assets:	
Current:	
Cash and investments (Note 3)	\$ 1,740,901
Accounts receivable	22,265
Prepaid costs	1,618
Cash and investments - restricted (Note 3)	851
Total Current Assets	<u>1,765,635</u>
Noncurrent:	
Capital assets - net of accumulated depreciation (Note 5)	<u>617,231</u>
Total Noncurrent Assets	<u>617,231</u>
Total Assets	<u>2,382,866</u>
Liabilities:	
Current:	
Accounts payable	98,857
Accrued interest	2,529
Accrued claims and judgments	323,499
Capital leases (Note 7)	68,105
Total Current Liabilities	<u>492,990</u>
Noncurrent:	
Capital leases (Note 7)	<u>69,362</u>
Total Noncurrent Liabilities	<u>69,362</u>
Total Liabilities	<u>562,352</u>
Net Position:	
Net investment in capital assets	480,615
Unrestricted	<u>1,339,899</u>
Total Net Position	<u>\$ 1,820,514</u>

CITY OF LOS ALAMITOS, CALIFORNIA

STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
PROPRIETARY FUND
FOR THE YEAR ENDED JUNE 30, 2019

	Governmental Activities- Internal Service Funds
Operating Revenues:	
Charges for services:	
Garage	\$ 304,026
Technology replacement	143,762
Miscellaneous	38,578
Total Operating Revenues	486,366
Operating Expenses:	
Personnel services	13,885
Supplies and materials	161,123
Outside services	130,188
Claims expense	725,820
Depreciation expense	110,752
Total Operating Expenses	1,141,768
Operating Loss	(655,402)
Nonoperating Revenues (Expenses):	
Interest expense	(2,539)
Total Nonoperating Revenues (Expenses)	(2,539)
Loss Before Transfers	(657,941)
Transfers in (Note 4)	560,338
Change in Net Position	(97,603)
Net Position, Beginning of the Year	1,918,117
Net Position, End of the Year	\$ 1,820,514

CITY OF LOS ALAMITOS, CALIFORNIA

**STATEMENT OF CASH FLOWS
PROPRIETARY FUND
FOR THE YEAR ENDED JUNE 30, 2019**

	Activities- Internal Service Funds
Cash Flows from Operating Activities:	
Receipts from interfund charges for garage services	\$ 304,026
Receipts from interfund charges for technology replacement services	143,762
Payments to suppliers and service providers	(291,916)
Payments to employees for salaries and benefits	(13,885)
Cash received from (payments to) others	(662,507)
Net Cash Provided Used for Operating Activities	(520,520)
Cash Flows from Noncapital Financing Activities:	
Transfers from other funds	560,338
Net Cash Provided by Noncapital Financing Activities	560,338
Cash Flows from Capital and Related Financing Activities:	
Acquisition and construction of capital assets	(35,590)
Principal paid on capital debt	(66,872)
Interest paid on capital debt	(3,769)
Net Cash Used for Capital and Related Financing Activities	(106,231)
Net Decrease in Cash and Cash Equivalents	(66,413)
Cash and Cash Equivalents, July 1 (including \$851 reported in restricted accounts)	1,808,165
Cash and Cash Equivalents at End of Year (including \$851 reported in restricted accounts)	\$ 1,741,752
Reconciliation of Operating Loss to Net Cash Used for Operating Activities:	
Operating loss	\$ (655,402)
Adjustments to reconcile operating loss to net cash used for operating activities:	
Depreciation	110,752
(Increase) in accounts receivable	(22,265)
Decrease in prepaid expense	11,776
Increase in accounts payable	63,819
(Decrease) in claims and judgments	(29,200)
Total Adjustments	134,882
Net Cash Used for Operating Activities	\$ (520,520)

See Accompanying Notes to Financial Statements



NOTES TO BASIC FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2019

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Note 1: Summary of Significant Accounting Policies

The accounting policies of the City of Los Alamitos, California (the City), conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The accepted standard setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB). The most significant accounting policies are described below.

a. Description of Reporting Entity

The City was incorporated 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.

Blended Component Unit – 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 Presentation

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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

c. Measurement Focus

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.

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.

d. 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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

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.

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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

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.

e. 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.

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.

f. 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."

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

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.

g. 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.

h. 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

i. 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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

j. 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.

k. 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.

l. 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 refunding debt.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (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.

m. 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.

n. 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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

o. 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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)**p. 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.

q. 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, 2017
Measurement Date (MD)	June 30, 2018
Measurement Period (MP)	June 30, 2017 to June 30, 2018

r. 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, 2018
Measurement Date (MD)	June 30, 2019
Measurement Period (MP)	July 1, 2018 to June 30, 2019

s. 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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

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.

t. 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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 1: Summary of Significant Accounting Policies (Continued)

u. 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.

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

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, 2019.

b. Deficit Fund Balance

At June 30, 2019, the Community Development Block Grant (CDBG) nonmajor special revenue fund reported a deficit fund balance of \$3,885. 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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

Note 3: Cash and Investments

a. Summary of Cash and Investments

At June 30, 2019, the City reported \$11,685,080 in unrestricted cash and investments and \$1,025 in restricted cash and investments held with fiscal agents for a total cash and investment balance of \$11,686,105. Total cash and investments consisted of the following:

Cash on hand	\$ 13,344
Demand deposits	798,679
Investments	<u>10,874,082</u>
Total Cash and Investments	<u>\$ 11,686,105</u>

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.

b. Cash Deposits

The carrying amounts of the City's cash deposits were \$798,679 at June 30, 2019. Bank balances before reconciling items were \$1,139,650 at that date. The difference of \$340,971 represents outstanding checks, cash deposits in transit, and other reconciling items.

All City's cash and investments as of June 30, 2019, 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.

CITY OF LOS ALAMITOS, CALIFORNIA

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 3: Cash and Investments (Continued)

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 Term Notes	5 years	30%	None
Negotiable Certificates for Deposits	None	30%	None
Local Agency Investment Fund (LAIF)	None	None	None

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019
Note 3: Cash and 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 DisclosuresDisclosures 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:

Investment Type	Remaining Maturity (in Months)			Total
	12 Months or Less	12 months to 36 months	36 month to 60 months	
Federal Agency Securities	\$ -	\$ 996,368	\$ -	\$ 996,368
Certificates of Deposit	1,232,231	494,000	1,232,000	2,958,231
Local Agency Investment Fund (LAIF)	6,918,458	-	-	6,918,458
Investment held by Bond Trustee:				
Money Market Mutual Funds	1,025	-	-	1,025
Total	<u>\$ 8,151,714</u>	<u>\$ 1,490,368</u>	<u>\$ 1,232,000</u>	<u>\$ 10,874,082</u>

CITY OF LOS ALAMITOS, CALIFORNIA

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 3: Cash and Investments (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:

Investment Type	Totals	Minimum Legal Rating	Ratings at End of Year		
			Not Rated	AAA	AA+
Federal Agency Securities	\$ 996,368	N/A	\$ -	\$ 996,368	\$ -
Certificates of Deposit	2,958,231	N/A	2,958,231	-	-
Local Agency Investment Fund (LAIF)	6,918,458	Not Rated	6,918,458	-	-
Investments held by Bond Trustee:					
Money Market Mutual Funds	1,025	N/A	-	-	1,025
Totals	<u>\$ 10,874,082</u>		<u>\$ 9,876,689</u>	<u>\$ 996,368</u>	<u>\$ 1,025</u>

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, 2019, 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. As of June 30, 2019, the City's investment of \$746,607 in the Federal National Mortgage Association, a Federal Agency security, represents 6.9% of total City investments.

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, 2019, City deposits (bank balances) were insured by the Federal Depository Insurance Corporation or collateralized as required under California Law.

CITY OF LOS ALAMITOS, CALIFORNIA

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019**Note 3: Cash and Investments (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, 2019:

Investments	Totals	Level		
		1	2	Uncategorized
Federal Agency Securities	\$ 996,368	\$ -	\$ 996,368	\$ -
Certificates of Deposit	2,958,231	-	2,958,231	-
Local Agency Investment Fund (LAIF)	6,918,458	-	-	6,918,458
Investment Held by Fiscal Agent				
Money Market Funds	1,025	1,025	-	-
Totals	<u>\$ 10,874,082</u>	<u>\$ 1,025</u>	<u>\$ 3,954,599</u>	<u>\$ 6,918,458</u>

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	<u>\$ 3,885</u>

b. Transfers In/Out

Transfers to and from funds for the fiscal year ended June 30, 2019, are as follows:

Transfers In	Transfers Out		
	General Fund	Nonmajor Governmental Funds	Total
General Fund	\$ -	\$ 391,791	\$ 391,791
Nonmajor Governmental Funds	205,000	-	205,000
Internal Service Funds	560,338	-	560,338
Total	<u>\$ 765,338</u>	<u>\$ 391,791</u>	<u>\$ 1,157,129</u>

CITY OF LOS ALAMITOS, CALIFORNIA

**NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019**

Note 4: Interfund Transactions (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, 2019, are as follows:

Governmental Activities:	Balance June 30, 2018	Construction in Progress Completed	Additions	Deletions	Balance June 30, 2019
Capital assets not being depreciated:					
Land	\$ 5,917,715	\$ -	\$ -	\$ -	\$ 5,917,715
Construction in progress	1,951,302	(2,203,979)	317,338	-	64,661
Total capital assets not being depreciated	7,869,017	(2,203,979)	317,338	-	5,982,376
Depreciable capital assets:					
Equipment	1,254,174	-	35,590	-	1,289,764
Vehicles	1,136,178	-	-	-	1,136,178
Buildings	1,928,998	-	-	-	1,928,998
Improvements	366,268	-	-	-	366,268
Infrastructure	11,618,748	2,203,979	7,012	-	13,829,739
Total capital assets being depreciated	16,304,366	2,203,979	42,602	-	18,550,947
Less: accumulated depreciation for:					
Equipment	(859,122)	-	(65,232)	-	(924,354)
Vehicles	(868,806)	-	(91,087)	-	(959,893)
Buildings	(1,215,792)	-	(29,690)	-	(1,245,482)
Improvements	(191,774)	-	(14,532)	-	(206,306)
Infrastructure	(1,995,060)	-	(260,798)	-	(2,255,858)
Total accumulated depreciation	(5,130,554)	-	(461,339)	-	(5,591,893)
Total capital assets, being depreciated, net	11,173,812	2,203,979	(418,737)	-	12,959,054
Government activities capital assets, net	\$ 19,042,829	\$ -	\$ (101,399)	\$ -	\$ 18,941,430

Depreciation expense was charged to governmental activities as follows:

	General	Internal Service	Total
General Government	\$ 18,212	\$ -	\$ 18,212
Public Safety	22,766	-	22,766
Recreation and Community Services	54,637	-	54,637
Public Works	254,972	-	254,972
Internal Service Fund	-	110,752	110,752
Totals	\$ 350,587	\$ 110,752	\$ 461,339

CITY OF LOS ALAMITOS, CALIFORNIA

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 6: Compensated Absences

The following is a summary of changes in compensated absences for the fiscal year ended June 30, 2019:

Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019	Due Within One Year
\$ 520,488	\$ 202,552	\$ 347,354	\$ 375,686	\$ 259,249

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 fiscal year ended June 30, 2019:

	Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019	Due Within One Year
Public Offerings:					
2015 Certificates of Participation	\$ 3,545,000	\$ -	\$ 70,000	\$ 3,475,000	\$ 75,000
Unamortized bond premium	122,798	-	4,375	118,423	-
Total Public Offerings	\$ 3,667,798	\$ -	\$ 74,375	\$ 3,593,423	\$ 75,000
Other Long-term Liabilities:					
Capital Lease - Police Vehicle	\$ 204,339	\$ -	\$ 66,872	\$ 137,467	\$ 68,105

CITY OF LOS ALAMITOS, CALIFORNIA

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 7: Long-Term Debt (Continued)

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, 2019 is \$3,475,000. The annual debt service requirements on these bonds are as follows:

Fiscal Year Ended June 30,	Principal	Interest	Total
2020	\$ 75,000	\$ 135,269	\$ 210,269
2021	75,000	132,269	207,269
2022	80,000	129,169	209,169
2023	85,000	125,444	210,444
2024	85,000	121,194	206,194
2025-2029	500,000	539,594	1,039,594
2030-2034	595,000	444,653	1,039,653
2035-2039	710,000	327,275	1,037,275
2040-2044	870,000	170,000	1,040,000
2045-2046	400,000	16,200	416,200
Totals	<u>\$ 3,475,000</u>	<u>\$ 2,141,067</u>	<u>\$ 5,616,067</u>

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, 2019, were as follows:

Year Ending June 30	Governmental Activities
2020	\$ 70,641
2021	70,641
Total minimum lease payments	141,282
Less: amount representing interest	(3,815)
Present value of minimum lease payments	<u>\$ 137,467</u>

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 8: Defined Contribution Plan

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, 2019, the City contributed \$27,467. 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 (CalPERS), 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. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. CalPERS issues a publicly available financial report that includes financial statements and required supplementary information for the cost-sharing plans that are administered by CalPERS. 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.

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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 9: Defined Benefit Pension Plans (Continued)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 2018-2019 are as follows:

	Employer Rates
Classic Miscellaneous Members	12.212%
PEPRA Miscellaneous Members	6.842%
Classic Safety Members	20.556%
PEPRA Safety Members	12.141%

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, 2019 was \$1,454,805.

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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 9: Defined Benefit Pension Plans (Continued)

For the year ended June 30, 2019, the contributions recognized as a reduction to the net pension liability for the miscellaneous and safety plans was \$607,715 and \$847,090, respectively.

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

The June 30, 2017 valuations were rolled forward to determine the June 30, 2018 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:

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 9: Defined Benefit Pension Plans (Continued)

Asset Class	Assumed Asset Allocation	Real Return Years 1-10 ¹	Real Return Years 11+ ²
Global equity	50.0%	4.80%	5.98%
Fixed income	28.0%	1.00%	2.62%
Inflation assets	0.0%	0.77%	1.81%
Private equity	8.0%	6.30%	7.23%
Real assets	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%

¹ An expected inflation of 2.00% used for this period.

² An expected inflation of 2.92% used for this period.

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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019
Note 9: Defined Benefit Pension Plans (Continued)

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, 2018 is 3.8 years, which was obtained by dividing the total service years of 516,147 (the sum of remaining service lifetimes of the active employees) by 135,474 (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.

i. Pension Liabilities, Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

Net Pension Liability

As of June 30, 2019, 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	\$ 8,999,874
Safety	9,853,739
Total Net Pension Liability	<u>\$ 18,853,613</u>

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, 2017 rolled forward to June 30, 2018 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, 2017 and 2018, were as follows:

	Miscellaneous	Safety
Proportion - June 30, 2017	0.0920%	0.0980%
Proportion - June 30, 2018	0.0953%	0.1047%
Change - Increase (Decrease)	<u>3.5870%</u>	<u>6.8367%</u>

CITY OF LOS ALAMITOS, CALIFORNIA

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 9: Defined Benefit Pension Plans (Continued)

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	\$ 13,339,959	\$ 8,999,874	\$ 5,417,206
Safety	15,343,042	9,853,739	5,356,237
	<u>\$ 28,683,001</u>	<u>\$ 18,853,613</u>	<u>\$ 10,773,443</u>

Pension Expense and Pension Deferrals

For the year ended June 30, 2019, the City recognized a total pension expense of \$1,043,204 for the Miscellaneous plan and \$1,581,073 for the Safety plan, totaling \$2,624,277 for all plans. At June 30, 2019, the City reported deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
<u>Miscellaneous Plan</u>		
Contributions subsequent to measurement date	\$ 706,647	\$ -
Changes in assumptions	1,026,012	251,455
Difference between expected and actual experience	345,309	117,508
Net difference between projected and actual earnings on pension plan investments	44,496	-
Adjustment due to differences in proportions	97,609	244,470
Difference between actual and proportionate share of contributions	-	380,770
Subtotal Miscellaneous Plan	<u>2,220,073</u>	<u>994,203</u>
<u>Safety Plan</u>		
Contributions subsequent to measurement date	927,772	-
Changes in assumptions	966,824	130,442
Difference between expected and actual experience	211,723	804
Net difference between projected and actual earnings on pension plan investments	66,711	-
Adjustment due to differences in proportions	410,703	53,768
Difference between actual and proportionate share of contributions	-	420,398
Subtotal Safety Plan	<u>2,583,733</u>	<u>605,412</u>
Total All Plans	<u>\$ 4,803,806</u>	<u>\$ 1,599,615</u>

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019
Note 9: Defined Benefit Pension Plans (Continued)

The \$1,634,419 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, 2020. 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
2020	\$ 688,659	\$ 850,028	\$ 1,538,687
2021	293,735	501,883	795,618
2022	(382,224)	(233,110)	(615,334)
2023	(80,947)	(68,252)	(149,199)

Note 10: Other Post-Employment Benefits (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.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

Note 10: Other Post-Employment Benefits (OPEB) Plan (Continued)**b. Employees Covered**

As of the June 30, 2018 actuarial valuation, the following current and former employees were covered by the benefit terms under the Plan:

Active	45
Inactive employees or beneficiaries currently receiving benefits	39
Inactive employees entitled to, but not yet receiving benefits	0
Total	<u>84</u>

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, 2019, the City made no contributions to the plan, which would be recognized as a reduction of the total OPEB liability.

d. Actuarial Methods and Assumptions

The City's total OPEB liability was measured as of June 30, 2019 and was determined by an actuarial valuation dated June 30, 2018, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions	
Discount Rate	3.50%
Inflation	2.75%
Salary Increases	2.75% per year
Investment Rate of Return	3.50%, net of expenses
Mortality Rate	2014 CalPERS Active Mortality for Miscellaneous Employees
Pre-Retirement Turnover	According to the CalPERS 2009 Turnover rate tables
Healthcare Trend Rate	4% 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 3.50 percent. The discount rate is based on the Bond Buyer 20 Bond Index. The City does not participate in a trust fiduciary fund.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019
Note 10: Other Post-Employment Employee Benefits (Continued)**f. Changes in the Total OPEB Liability**

Because the City concluded that it would be too expensive and time-consuming to rerun prior valuations under GASB Statement 75, the actuary invoked Paragraph 244 of GASB Statement 75 for the transition. Consequently, in order to determine the beginning total OPEB liability, the actuary used a "roll-back" technique. The following table shows the results of the roll-back. The City restated its beginning net position accordingly (see Note 14).

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

	Increase (Decrease)
	Total OPEB Liability/(Assets)
Balance at June 30, 2018 (valuation date 6/30/18)	\$ 4,517,345
Changes recognized over the measurement period:	
Service Cost	175,452
Interest	157,013
Changes of assumptions	100,644
Benefit Payments	(237,974)
Net Changes	195,135
Balance at June 30, 2019 (measurement date 6/30/19)	\$ 4,712,480

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, 2019:

1% Decrease (2.50%)	Current Discount Rate (3.50%)	1% Increase (4.50%)
\$5,259,309	\$4,712,480	\$4,264,245

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%
\$4,382,415	\$4,712,480	\$4,752,756

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

For the fiscal year ended June 30, 2019, the City recognized OPEB expense of \$337,108. As of fiscal year ended June 30, 2019, the City did not report deferred inflows or outflows of resources related to OPEB.

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

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.

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

The West Communications Financing Authority was established December 23, 1996, pursuant to a Joint Exercise of Powers Agreement by the Cities of Los Alamitos, Seal Beach and Cypress for the purpose of operating a public safety communications center.

The Board of Directors is comprised of three elected officials, one designated by each participating City. Each Director has one vote over budgeting and financial matters. The Authority is a public entity separate from the Cities and is not included in the financial statement of those entities.

Each City pays a contractual fee to the Authority which consists of personnel costs, capital expenditures and reserves to fund accrued employee leave and equipment purchases. The contractual fee remains stable from year to year. In 2018-2019, the City of Los Alamitos paid \$670,393 to the Authority. Financial information for the Authority may be obtained from the City of Cypress.

c. Integrated Law and Justice Agency for Orange County

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.

CITY OF LOS ALAMITOS, CALIFORNIA

**NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019**

Note 11: Joint Ventures (Continued)

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 \$573,499 reported at June 30, 2019, 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.

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, 2017	\$ 82,531	\$ 125,042	\$ 207,573
Claims and changes in estimates during the fiscal year ended June 30, 2018	41,650	402,060	443,710
Claims payments during the fiscal year ended June 30, 2018	(39,775)	(8,809)	(48,584)
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	<u>\$ 133,281</u>	<u>\$ 440,218</u>	<u>\$ 573,499</u>

NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FOR FISCAL YEAR ENDED JUNE 30, 2019

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, 2019, the City has no material construction commitments.



CITY OF LOS ALAMITOS, CALIFORNIA

**BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2019**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 7,728,682	\$ 7,728,682	\$ 7,728,682	\$ -
Resources (Inflows):				
Taxes	10,755,540	10,755,540	11,016,039	260,499
Licenses and permits	568,470	568,470	830,942	262,472
Intergovernmental	163,778	293,351	128,796	(164,555)
Charges for services	866,800	866,800	954,139	87,339
Use of money and property	73,000	73,000	244,623	171,623
Fines and forfeitures	719,300	719,300	882,257	162,957
Miscellaneous	70,500	70,500	109,064	38,564
Transfers in	400,000	400,000	391,791	(8,209)
Amounts Available for Appropriations	21,346,070	21,475,643	22,286,333	810,690
Charges to Appropriations (Outflows):				
General government:				
City Council	74,330	78,330	68,341	9,989
City Manager / City Clerk	710,367	750,367	738,715	11,652
Administrative Services	734,041	734,041	713,571	20,470
City Attorney	164,000	199,540	240,256	(40,716)
Non-departmental	487,310	533,210	491,995	41,215
Public safety	6,248,260	6,292,194	5,886,413	405,781
Community development	796,419	917,384	928,515	(11,131)
Recreation and community services	1,532,651	1,544,651	1,589,783	(45,132)
Public works	2,035,584	2,294,752	1,894,704	400,048
Capital outlay	-	128,084	128,084	-
Transfers out	765,338	765,338	765,338	-
Total Charges to Appropriations	13,548,300	14,237,891	13,445,715	792,176
Budgetary Fund Balance, June 30	\$ 7,797,770	\$ 7,237,752	\$ 8,840,618	\$ 1,602,866

CITY OF LOS ALAMITOS, CALIFORNIA

**SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
COST-SHARING MULTIPLE-EMPLOYER MISCELLANEOUS & SAFETY PLANS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS ¹**

	2019	2018	2017	2016	2015
Measurement Date	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014
<u>Miscellaneous Plan:</u>					
Proportion of the Net Pension Liability	0.0953%	0.0920%	0.0922%	0.0901%	0.0726%
Proportionate Share of the Net Pension Liability	\$ 8,999,874	\$ 9,127,183	\$ 7,975,904	\$ 6,181,642	\$ 4,518,604
Covered Payroll	\$ 1,882,670	\$ 2,067,777	\$ 2,139,951	\$ 2,067,219	\$ 2,042,142
Proportionate Share of the Net Pension Liability as Percentage of Covered Payroll	478.0%	441.4%	372.7%	299.0%	221.3%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.3%	73.3%	74.1%	78.4%	79.8%
<u>Safety Plan:</u>					
Proportion of the Net Pension Liability	0.1047%	0.0980%	0.0965%	0.0922%	0.0891%
Proportionate Share of the Net Pension Liability	\$ 9,853,739	\$ 9,719,511	\$ 8,351,809	\$ 6,328,706	\$ 5,542,493
Covered Payroll	\$ 2,498,046	\$ 2,655,464	\$ 2,534,307	\$ 2,402,592	\$ 2,385,017
Proportionate Share of the Net Pension Liability as Percentage of Covered Payroll	394.5%	366.0%	329.5%	263.4%	232.4%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.3%	73.3%	74.1%	78.4%	79.8%

Notes to the Schedule of Proportionate Share of the Net Pension Liability:

Benefit Changes: There were no changes to benefit terms.

Changes of Assumptions: In 2019, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes to the discount rate.

¹ Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only five years are shown.

CITY OF LOS ALAMITOS, CALIFORNIA

SCHEDULE OF PLAN CONTRIBUTIONS
COST-SHARING MULTIPLE-EMPLOYER MISCELLANEOUS & SAFETY PLANS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS ¹

	2019	2018	2017	2016	2015
Miscellaneous Plan:					
Actuarially Determined Contribution	\$ 706,647	\$ 607,715	\$ 575,534	\$ 478,168	\$ 228,140
Contribution in Relation to the Actuarially Determined Contribution	(706,647)	(607,715)	(575,534)	(478,168)	(228,140)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 1,883,036	\$ 1,882,670	\$ 2,067,777	\$ 2,139,951	\$ 2,067,219
Contributions as a Percentage of Covered Payroll	37.5%	32.3%	27.8%	22.3%	11.0%
Safety Plan:					
Actuarially Determined Contribution	\$ 927,772	\$ 847,090	\$ 797,034	\$ 748,750	\$ 605,370
Contribution in Relation to the Actuarially Determined Contribution	(927,772)	(847,090)	(797,034)	(748,750)	(605,370)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 2,287,551	\$ 2,498,046	\$ 2,655,464	\$ 2,534,307	\$ 2,402,592
Contributions as a Percentage of Covered Payroll	40.6%	33.9%	30.0%	29.5%	25.2%

Notes to Schedule of Plan Contributions:

Funding Valuation Date:	June 30, 2016
Methods and assumptions used to determine contribution rates:	
Actuarial cost method:	Entry Age Normal
Actuarial assumptions:	
Discount rate	7.375%
Inflation	2.75%
Salary increases	Varies by entry age and service
Investment rate of return	7.375%
Mortality rate table	CalPERS Experience Study
Post retirement benefit	COLA up to 2.75% based on purchasing power

¹ Historical information is required only for measurement for which GASB 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only five years are shown.

CITY OF LOS ALAMITOS, CALIFORNIA

**SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS ¹**

	2019	2018
Measurement Date	<u>6/30/2018</u>	<u>6/30/2018</u>
Total OPEB Liability:		
Service cost	\$ 175,452	\$ 170,756
Interest on the total OPEB liability	157,013	166,352
Changes in assumptions	100,644	-
Benefit payments	<u>(237,974)</u>	<u>(228,821)</u>
Net change in total OPEB liability	195,135	108,287
Total OPEB Liability, Beginning of the Year	<u>4,517,345</u>	<u>4,409,058</u>
Total OPEB Liability, End of the Year	<u>\$ 4,712,480</u>	<u>\$ 4,517,345</u>
Plan fiduciary net position as a percentage of the total OPEB liability ²	0.0%	0.0%
Covered-employee payroll	\$ 4,380,716	\$ 4,380,716
Total OPEB liability as a percentage of covered-employee payroll	107.6%	103.1%

Notes to Schedule of Changes in the Total OPEB Liability and Related Ratios:

¹ Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to 10 years as information becomes available.

² The City does not hold any assets in a qualifying irrevocable trust or equivalent arrangement. As such, there is no fiduciary net position of the plan, and the total amount of the OPEB liability is reported.

CITY OF LOS ALAMITOS, CALIFORNIA

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION FOR FISCAL YEAR ENDED JUNE 30, 2019

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 XIII B 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, 2019, 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 Attorney	\$ 199,540	\$ 240,256	\$ (40,716)
Community development	917,384	928,515	(11,131)
Recreation and community services	1,544,651	1,589,783	(45,132)

CITY OF LOS ALAMITOS, CALIFORNIA

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2019**

Special Revenue Funds				
	Measure M	Gas Tax	Los Alamitos Television	Office of Traffic Safety
Assets:				
Cash and investments	\$ 232,921	\$ 244,664	\$ 73,992	\$ 29,691
Accounts receivable	-	-	10,922	262
Due from other governments	34,191	38,826	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total Assets	\$ 267,112	\$ 283,490	\$ 84,914	\$ 29,953
Liabilities and Fund Balance:				
Liabilities:				
Accounts payable	\$ 8,314	\$ 7,058	\$ 6,633	\$ -
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	8,314	7,058	6,633	-
Fund Balance:				
Restricted:				
Cable television	-	-	78,281	-
Transportation	258,798	276,432	-	-
Public safety	-	-	-	29,953
Air quality	-	-	-	-
Parks	-	-	-	-
Committed:				
Capital projects	-	-	-	-
Assigned:				
Capital projects	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balance	258,798	276,432	78,281	29,953
Total Liabilities and Fund Balance	\$ 267,112	\$ 283,490	\$ 84,914	\$ 29,953

COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2019

(CONTINUED)

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
Assets:				
Cash and investments	\$ 64,199	\$ 25,058	\$ 104,740	\$ 95,576
Accounts receivable	-	-	-	-
Due from other governments	-	19,216	-	3,989
Restricted cash and investments with fiscal agent	-	-	-	-
Total Assets	\$ 64,199	\$ 44,274	\$ 104,740	\$ 99,565
Liabilities and Fund Balance:				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Deposits payable	1,909	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	1,909	-	-	-
Fund Balance:				
Restricted:				
Cable television	-	-	-	-
Transportation	-	-	-	-
Public safety	62,290	44,274	104,740	-
Air quality	-	-	-	99,565
Parks	-	-	-	-
Committed:				
Capital projects	-	-	-	-
Assigned:				
Capital projects	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balance	62,290	44,274	104,740	99,565
Total Liabilities and Fund Balance	\$ 64,199	\$ 44,274	\$ 104,740	\$ 99,565

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2019

	Special Revenue Funds	Capital Projects Funds		
	Community Development Block Grant	Park Development	Building Improvement	Residential Streets/Alleys
Assets:				
Cash and investments	\$ -	\$ 186,621	\$ 92,279	\$ 6,561
Accounts receivable	-	-	-	-
Due from other governments	-	-	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total Assets	\$ -	\$ 186,621	\$ 92,279	\$ 6,561
Liabilities and Fund Balance:				
Liabilities:				
Accounts payable	\$ -	\$ 2,669	\$ 3,245	\$ -
Deposits payable	-	-	-	-
Due to other funds	3,885	-	-	-
Total Liabilities	3,885	2,669	3,245	-
Fund Balance:				
Restricted:				
Cable television	-	-	-	-
Transportation	-	-	-	-
Public safety	-	-	-	-
Air quality	-	-	-	-
Parks	-	183,952	-	-
Committed:				
Capital projects	-	-	-	-
Assigned:				
Capital projects	-	-	89,034	6,561
Unassigned	(3,885)	-	-	-
Total Fund Balance	(3,885)	183,952	89,034	6,561
Total Liabilities and Fund Balance	\$ -	\$ 186,621	\$ 92,279	\$ 6,561

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2019

	Capital Projects Funds	Debt Service Funds	Total Nonmajor Governmental Funds
	Capital Outlay	Debt Service	
Assets:			
Cash and investments	\$ 117	\$ 3,517	\$ 1,159,936
Accounts receivable	-	-	11,184
Due from other governments	-	-	96,222
Restricted cash and investments with fiscal agent	-	174	174
Total Assets	\$ 117	\$ 3,691	\$ 1,267,516
Liabilities and Fund Balance:			
Liabilities:			
Accounts payable	\$ -	\$ -	\$ 27,919
Deposits payable	-	-	1,909
Due to other funds	-	-	3,885
Total Liabilities	-	-	33,713
Fund Balance:			
Restricted:			
Cable television	-	-	78,281
Transportation	-	-	535,230
Public safety	-	-	241,257
Air quality	-	-	99,565
Parks	-	-	183,952
Committed:			
Capital projects	117	-	117
Assigned:			
Capital projects	-	3,691	99,286
Unassigned	-	-	(3,885)
Total Fund Balance	117	3,691	1,233,803
Total Liabilities and Fund Balance	\$ 117	\$ 3,691	\$ 1,267,516

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

	Special Revenue Funds			
	Measure M	Gas Tax	Los Alamitos Television	Office of Traffic Safety
Revenues:				
Taxes	\$ -	\$ 446,436	\$ 26,315	\$ -
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Investment earnings	4,256	4,258	1,849	477
Fines and forfeitures	-	-	-	18,201
Program revenues	233,179	-	-	-
Miscellaneous	-	-	6,500	-
Total Revenues	237,435	450,694	34,664	18,678
Expenditures:				
Current:				
General government	-	-	46,619	-
Public works	17,288	55,862	-	-
Capital outlay	114,431	54,842	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	131,719	110,704	46,619	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	105,716	339,990	(11,955)	18,678
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers out	-	(185,000)	-	(5,000)
Total Other Financing Sources (Uses)	-	(185,000)	-	(5,000)
Net Change in Fund Balances	105,716	154,990	(11,955)	13,678
Fund Balance, Beginning of the Year	153,082	121,442	90,236	16,275
Fund Balance (Deficit), End of the Year	\$ 258,798	\$ 276,432	\$ 78,281	\$ 29,953

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

(CONTINUED)

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
Revenues:				
Taxes	\$ -	\$ 111,007	\$ -	\$ -
Intergovernmental	868	-	148,747	15,387
Charges for services	-	-	-	-
Investment earnings	1,402	546	1,796	1,933
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	301	-	-	-
Total Revenues	2,571	111,553	150,543	17,320
Expenditures:				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,571	111,553	150,543	17,320
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers out	-	(91,791)	(110,000)	-
Total Other Financing Sources (Uses)	-	(91,791)	(110,000)	-
Net Change in Fund Balances	2,571	19,762	40,543	17,320
Fund Balance, Beginning of the Year	59,719	24,512	64,197	82,245
Fund Balance (Deficit), End of the Year	\$ 62,290	\$ 44,274	\$ 104,740	\$ 99,565

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

	Special Revenue Fund	Capital Projects Funds		
	Community Development Block Grant	Park Development	Building Improvement	Residential Streets/Alleys
Revenues:				
Taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	-
Charges for services	-	147,532	-	-
Investment earnings	-	3,616	2,365	143
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	151,148	2,365	143
Expenditures:				
Current:				
General government	-	-	-	-
Public works	-	95,081	-	-
Capital outlay	3,916	2,480	28,407	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	3,916	97,561	28,407	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,916)	53,587	(26,042)	143
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(3,916)	53,587	(26,042)	143
Fund Balance, Beginning of the Year	31	130,365	115,076	6,418
Fund Balance (Deficit), End of the Year	\$ (3,885)	\$ 183,952	\$ 89,034	\$ 6,561

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

	Capital Projects Fund	Debt Service Fund	Total Nonmajor Governmental Funds
	Capital Outlay	Debt Service	
Revenues:			
Taxes	\$ -	\$ -	\$ 583,758
Intergovernmental	-	-	165,002
Charges for services	-	-	147,532
Investment earnings	117	163	22,921
Fines and forfeitures	-	-	18,201
Program revenues	-	-	233,179
Miscellaneous	-	-	6,801
Total Revenues	117	163	1,177,394
Expenditures:			
Current:			
General government	-	-	46,619
Public works	-	-	168,231
Capital outlay	-	-	204,076
Debt service:			
Principal retirement	-	70,000	70,000
Interest and fiscal charges	-	138,794	138,794
Total Expenditures	-	208,794	627,720
Excess (Deficiency) of Revenues Over (Under) Expenditures	117	(208,631)	549,674
Other Financing Sources (Uses):			
Transfers in	-	205,000	205,000
Transfers out	-	-	(391,791)
Total Other Financing Sources (Uses)	-	205,000	(186,791)
Net Change in Fund Balances	117	(3,631)	362,883
Fund Balance, Beginning of the Year	-	7,322	870,920
Fund Balance (Deficit), End of the Year	\$ 117	\$ 3,691	\$ 1,233,803



CITY OF LOS ALAMITOS, CALIFORNIA

BUDGETARY COMPARISON SCHEDULE
MEASURE M
FOR THE YEAR ENDED JUNE 30, 2019

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 153,082	\$ 153,082	\$ 153,082	\$ -
Resources (Inflows):				
Investment earnings	400	400	4,256	3,856
Program revenues	225,000	225,000	233,179	8,179
Amounts Available for Appropriations	378,482	378,482	390,517	12,035
Charges to Appropriations (Outflows):				
Public works	27,000	27,000	17,288	9,712
Capital outlay	315,412	323,417	114,431	208,986
Total Charges to Appropriations	342,412	350,417	131,719	218,698
Budgetary Fund Balance, June 30	\$ 36,070	\$ 28,065	\$ 258,798	\$ 230,733

CITY OF LOS ALAMITOS, CALIFORNIA

BUDGETARY COMPARISON SCHEDULE
GAS TAX
FOR THE YEAR ENDED JUNE 30, 2019

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 121,442	\$ 121,442	\$ 121,442	\$ -
Resources (Inflows):				
Taxes	500,391	500,391	446,436	(53,955)
Investment earnings	100	100	4,258	4,158
Amounts Available for Appropriations	621,933	621,933	572,136	(49,797)
Charges to Appropriations (Outflows):				
Public works	95,000	95,000	55,862	39,138
Capital outlay	328,403	337,259	54,842	282,417
Transfers out	185,000	185,000	185,000	-
Total Charges to Appropriations	608,403	617,259	295,704	321,555
Budgetary Fund Balance, June 30	\$ 13,530	\$ 4,674	\$ 276,432	\$ 271,758

CITY OF LOS ALAMITOS, CALIFORNIA

**BUDGETARY COMPARISON SCHEDULE
 LOS ALAMITOS TELEVISION
 FOR THE YEAR ENDED JUNE 30, 2019**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 90,236	\$ 90,236	\$ 90,236	\$ -
Resources (Inflows):				
Taxes	30,238	30,238	26,315	(3,923)
Investment earnings	700	700	1,849	1,149
Miscellaneous	6,500	6,500	6,500	-
Amounts Available for Appropriations	127,674	127,674	124,900	(2,774)
Charges to Appropriations (Outflows):				
General government	41,296	50,746	46,619	4,127
Total Charges to Appropriations	41,296	50,746	46,619	4,127
Budgetary Fund Balance, June 30	\$ 86,378	\$ 76,928	\$ 78,281	\$ 1,353

CITY OF LOS ALAMITOS, CALIFORNIA

BUDGETARY COMPARISON SCHEDULE
OFFICE OF TRAFFIC SAFETY
FOR THE YEAR ENDED JUNE 30, 2019

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 16,275	\$ 16,275	\$ 16,275	\$ -
Resources (Inflows):				
Investment earnings	-	-	477	477
Fines and forfeitures	5,000	5,000	18,201	13,201
Amounts Available for Appropriations	21,275	21,275	34,953	13,678
Charges to Appropriations (Outflows):				
Transfers out	5,000	5,000	5,000	-
Total Charges to Appropriations	5,000	5,000	5,000	-
Budgetary Fund Balance, June 30	\$ 16,275	\$ 16,275	\$ 29,953	\$ 13,678

CITY OF LOS ALAMITOS, CALIFORNIA

BUDGETARY COMPARISON SCHEDULE
ASSET SEIZURE
FOR THE YEAR ENDED JUNE 30, 2019

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 59,719	\$ 59,719	\$ 59,719	\$ -
Resources (Inflows):				
Intergovernmental	-	-	868	868
Investment earnings	500	500	1,402	902
Miscellaneous	-	-	301	301
Amounts Available for Appropriations	60,219	60,219	62,290	2,071
Budgetary Fund Balance, June 30	\$ 60,219	\$ 60,219	\$ 62,290	\$ 2,071

CITY OF LOS ALAMITOS, CALIFORNIA

**BUDGETARY COMPARISON SCHEDULE
 PUBLIC SAFETY AUGMENTATION
 FOR THE YEAR ENDED JUNE 30, 2019**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 24,512	\$ 24,512	\$ 24,512	\$ -
Resources (Inflows):				
Taxes	105,000	105,000	111,007	6,007
Investment earnings	100	100	546	446
Amounts Available for Appropriations	129,612	129,612	136,065	6,453
Charges to Appropriations (Outflows):				
Transfers out	100,000	100,000	91,791	8,209
Total Charges to Appropriations	100,000	100,000	91,791	8,209
Budgetary Fund Balance, June 30	\$ 29,612	\$ 29,612	\$ 44,274	\$ 14,662

CITY OF LOS ALAMITOS, CALIFORNIA

**BUDGETARY COMPARISON SCHEDULE
 STATE LAW ENFORCEMENT SERVICE
 FOR THE YEAR ENDED JUNE 30, 2019**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 64,197	\$ 64,197	\$ 64,197	\$ -
Resources (Inflows):				
Intergovernmental	110,000	110,000	148,747	38,747
Investment earnings	50	50	1,796	1,746
Amounts Available for Appropriations	174,247	174,247	214,740	40,493
Charges to Appropriations (Outflows):				
Transfers out	110,000	110,000	110,000	-
Total Charges to Appropriations	110,000	110,000	110,000	-
Budgetary Fund Balance, June 30	\$ 64,247	\$ 64,247	\$ 104,740	\$ 40,493

CITY OF LOS ALAMITOS, CALIFORNIA

BUDGETARY COMPARISON SCHEDULE
AIR QUALITY
FOR THE YEAR ENDED JUNE 30, 2019

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 82,245	\$ 82,245	\$ 82,245	\$ -
Resources (Inflows):				
Intergovernmental	14,750	14,750	15,387	637
Investment earnings	400	400	1,933	1,533
Amounts Available for Appropriations	97,395	97,395	99,565	2,170
Charges to Appropriations (Outflows):				
Public works	35,000	35,000	-	35,000
Total Charges to Appropriations	35,000	35,000	-	35,000
Budgetary Fund Balance, June 30	\$ 62,395	\$ 62,395	\$ 99,565	\$ 37,170

CITY OF LOS ALAMITOS, CALIFORNIA

**BUDGETARY COMPARISON SCHEDULE
 COMMUNITY DEVELOPMENT BLOCK GRANT
 FOR THE YEAR ENDED JUNE 30, 2019**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 31	\$ 31	\$ 31	\$ -
Resources (Inflows):				
Intergovernmental	135,000	135,000	-	(135,000)
Investment earnings	100	100	-	(100)
Amounts Available for Appropriations	135,131	135,131	31	(135,100)
Charges to Appropriations (Outflows):				
Capital outlay	135,000	135,000	3,916	131,084
Total Charges to Appropriations	135,000	135,000	3,916	131,084
Budgetary Fund Balance (Deficit), June 30	\$ 131	\$ 131	\$ (3,885)	\$ (4,016)

CITY OF LOS ALAMITOS, CALIFORNIA

**BUDGETARY COMPARISON SCHEDULE
 PARK DEVELOPMENT
 FOR THE YEAR ENDED JUNE 30, 2019**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 130,365	\$ 130,365	\$ 130,365	\$ -
Resources (Inflows):				
Charges for services	268,240	80,240	147,532	67,292
Investment earnings	200	200	3,616	3,416
Amounts Available for Appropriations	398,805	210,805	281,513	70,708
Charges to Appropriations (Outflows):				
Public works	70,000	97,475	95,081	2,394
Capital outlay	210,000	113,000	2,480	110,520
Total Charges to Appropriations	280,000	210,475	97,561	112,914
Budgetary Fund Balance, June 30	\$ 118,805	\$ 330	\$ 183,952	\$ 183,622

CITY OF LOS ALAMITOS, CALIFORNIA

**BUDGETARY COMPARISON SCHEDULE
 BUILDING IMPROVEMENT
 FOR THE YEAR ENDED JUNE 30, 2019**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 115,076	\$ 115,076	\$ 115,076	\$ -
Resources (Inflows):				
Investment earnings	100	100	2,365	2,265
Amounts Available for Appropriations	115,176	115,176	117,441	2,265
Charges to Appropriations (Outflows):				
Capital outlay	100,000	100,000	28,407	71,593
Total Charges to Appropriations	100,000	100,000	28,407	71,593
Budgetary Fund Balance, June 30	\$ 15,176	\$ 15,176	\$ 89,034	\$ 73,858

CITY OF LOS ALAMITOS, CALIFORNIA

BUDGETARY COMPARISON SCHEDULE
RESIDENTIAL STREETS/ALLEYS
FOR THE YEAR ENDED JUNE 30, 2019

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 6,418	\$ 6,418	\$ 6,418	\$ -
Resources (Inflows):				
Investment earnings	45	45	143	98
Amounts Available for Appropriations	6,463	6,463	6,561	98
Budgetary Fund Balance, June 30	\$ 6,463	\$ 6,463	\$ 6,561	\$ 98

CITY OF LOS ALAMITOS, CALIFORNIA

**BUDGETARY COMPARISON SCHEDULE
 DEBT SERVICE
 FOR THE YEAR ENDED JUNE 30, 2019**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 7,322	\$ 7,322	\$ 7,322	\$ -
Resources (Inflows):				
Investment earnings	20	20	163	143
Transfers in	205,000	205,000	205,000	-
Amounts Available for Appropriations	212,342	212,342	212,485	143
Charges to Appropriations (Outflows):				
Debt service:				
Principal retirement	70,000	70,000	70,000	-
Interest and fiscal charges	139,000	139,000	138,794	206
Total Charges to Appropriations	209,000	209,000	208,794	206
Budgetary Fund Balance, June 30	\$ 3,342	\$ 3,342	\$ 3,691	\$ 349

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
JUNE 30, 2019
Governmental Activities -
Internal Service Funds

	Garage	Technology Replacement	Police Capital Expenditures
Assets:			
Current:			
Cash and investments	\$ 600,352	\$ 213,422	\$ 98,602
Accounts receivable	-	-	-
Prepaid costs	-	1,618	-
Cash and investments - restricted	851	-	-
Total Current Assets	601,203	215,040	98,602
Noncurrent:			
Capital assets - net of accumulated depreciation	221,602	33,522	-
Total Noncurrent Assets	221,602	33,522	-
Total Assets	822,805	248,562	98,602
Liabilities:			
Current:			
Accounts payable	12,352	4,810	-
Accrued interest	2,529	-	-
Accrued claims and judgments	-	-	-
Capital leases	68,105	-	-
Total Current Liabilities	82,986	4,810	-
Noncurrent:			
Capital leases	69,362	-	-
Total Noncurrent Liabilities	69,362	-	-
Total Liabilities	152,348	4,810	-
Net Position:			
Net investment in capital assets	84,986	33,522	-
Unrestricted	585,471	210,230	98,602
Total Net Position	\$ 670,457	\$ 243,752	\$ 98,602

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
JUNE 30, 2019

	Governmental Activities - Internal Service Funds		
	Facilities, Streets, Parks, and Pool Capital Expenditures	Self Insurance Trust	Totals
Assets:			
Current:			
Cash and investments	\$ 224,577	\$ 603,948	\$ 1,740,901
Accounts receivable	-	22,265	22,265
Prepaid costs	-	-	1,618
Cash and investments - restricted	-	-	851
Total Current Assets	<u>224,577</u>	<u>626,213</u>	<u>1,765,635</u>
Noncurrent:			
Capital assets - net of accumulated depreciation	362,107	-	617,231
Total Noncurrent Assets	<u>362,107</u>	<u>-</u>	<u>617,231</u>
Total Assets	<u>586,684</u>	<u>626,213</u>	<u>2,382,866</u>
Liabilities:			
Current:			
Accounts payable	-	81,695	98,857
Accrued interest	-	-	2,529
Accrued claims and judgments	-	323,499	323,499
Capital leases	-	-	68,105
Total Current Liabilities	<u>-</u>	<u>405,194</u>	<u>492,990</u>
Noncurrent:			
Capital leases	-	-	69,362
Total Noncurrent Liabilities	<u>-</u>	<u>-</u>	<u>69,362</u>
Total Liabilities	<u>-</u>	<u>405,194</u>	<u>562,352</u>
Net Position:			
Net investment in capital assets	362,107	-	480,615
Unrestricted	224,577	221,019	1,339,899
Total Net Position	<u>\$ 586,684</u>	<u>\$ 221,019</u>	<u>\$ 1,820,514</u>

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

Governmental Activities -
Internal Service Funds

	Garage	Technology Replacement	Police Capital Expenditures
Operating Revenues:			
Charges for services:			
Garage	\$ 304,026	\$ -	\$ -
Technology replacement	-	143,762	-
Miscellaneous	-	-	-
Total Operating Revenues	304,026	143,762	-
Operating Expenses:			
Personnel services	13,885	-	-
Supplies and materials	132,029	28,960	134
Outside services	24,534	105,654	-
Claims expense	-	-	-
Depreciation expense	97,479	8,380	-
Total Operating Expenses	267,927	142,994	134
Operating Income (Loss)	36,099	768	(134)
Nonoperating Revenues (Expenses):			
Interest expense	(2,539)	-	-
Total Nonoperating Revenues (Expenses)	(2,539)	-	-
Income (Loss) Before Transfers	33,560	768	(134)
Transfers in	-	-	-
Changes in Net Position	33,560	768	(134)
Net Position, Beginning of the Year	636,897	242,984	98,736
Net Position, End of the Year	\$ 670,457	\$ 243,752	\$ 98,602

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

	Governmental Activities - Internal Service Funds		
	Facilities, Streets, Parks, and Pool Capital Expenditures	Self Insurance Trust	Totals
Operating Revenues:			
Charges for services:			
Garage	\$ -	\$ -	\$ 304,026
Technology replacement	-	-	143,762
Miscellaneous	-	38,578	38,578
Total Operating Revenues	-	38,578	486,366
Operating Expenses:			
Personnel services	-	-	13,885
Supplies and materials	-	-	161,123
Outside services	-	-	130,188
Claims expense	-	725,820	725,820
Depreciation expense	4,893	-	110,752
Total Operating Expenses	4,893	725,820	1,141,768
Operating Income (Loss)	(4,893)	(687,242)	(655,402)
Nonoperating Revenues (Expenses):			
Interest expense	-	-	(2,539)
Total Nonoperating Revenues (Expenses)	-	-	(2,539)
Income (Loss) Before Transfers	(4,893)	(687,242)	(657,941)
Transfers in	-	560,338	560,338
Changes in Net Position	(4,893)	(126,904)	(97,603)
Net Position, Beginning of the Year	591,577	347,923	1,918,117
Net Position, End of the Year	\$ 586,684	\$ 221,019	\$ 1,820,514

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED JUNE 30, 2019
Governmental Activities -
Internal Service Funds

	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 technology replacement services	-	143,762	-
Payments to suppliers and service providers	(155,048)	(118,384)	(134)
Payments to employees for salaries and benefits	(13,885)	-	-
Cash received from (payments to) others	-	-	-
Net Cash Provided by (Used for) Operating Activities	135,093	25,378	(134)
Cash Flows from Noncapital Financing Activities:			
Transfers from other funds	-	-	-
Net Cash Provided by Noncapital Financing Activities	-	-	-
Cash Flows from Capital and Related Financing Activities:			
Acquisition and construction of capital assets	(35,590)	-	-
Principal paid on capital debt	(66,872)	-	-
Interest paid on capital debt	(3,769)	-	-
Net Cash Used for Capital and Related Financing Activities	(106,231)	-	-
Net Increase (Decrease) in Cash and Cash Equivalents	28,862	25,378	(134)
Cash and Cash Equivalents, July 1 (including \$851 for the Garage Fund reported in restricted accounts)	572,341	188,044	98,736
Cash and Cash Equivalents, June 30 (including \$851 for the Garage Fund reported in restricted accounts)	\$ 601,203	\$ 213,422	\$ 98,602
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities:			
Operating income (loss)	\$ 36,099	\$ 768	\$ (134)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:			
Depreciation	97,479	8,380	-
(Increase) in accounts receivable	-	-	-
Decrease in prepaid expense	-	11,776	-
Increase (decrease) in accounts payable	1,515	4,454	-
(Decrease) in claims and judgments	-	-	-
Total Adjustments	98,994	24,610	-
Net Cash Provided by (Used for) Operating Activities	\$ 135,093	\$ 25,378	\$ (134)

CITY OF LOS ALAMITOS, CALIFORNIA

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED JUNE 30, 2019

	Governmental Activities - Internal Service Funds		
	Facilities, Streets, Parks, and Pool Capital Expenditures	Self Insurance Trust	Totals
Cash Flows from Operating Activities:			
Receipts from interfund charges for garage services	\$ -	\$ -	\$ 304,026
Receipts from interfund charges for technology replacement services	-	-	143,762
Payments to suppliers and service providers	(18,350)	-	(291,916)
Payments to employees for salaries and benefits	-	-	(13,885)
Cash received from (payments to) others	-	(662,507)	(662,507)
Net Cash Provided by (Used for) Operating Activities	(18,350)	(662,507)	(520,520)
Cash Flows from Noncapital Financing Activities:			
Transfers from other funds	-	560,338	560,338
Net Cash Provided by Noncapital Financing Activities	-	560,338	560,338
Cash Flows from Capital and Related Financing Activities:			
Acquisition and construction of capital assets	-	-	(35,590)
Principal paid on capital debt	-	-	(66,872)
Interest paid on capital debt	-	-	(3,769)
Net Cash Used for Capital and Related Financing Activities	-	-	(106,231)
Net Increase (Decrease) in Cash and Cash Equivalents	(18,350)	(102,169)	(66,413)
Cash and Cash Equivalents, July 1 (including \$851 for the Garage Fund reported in restricted accounts)	242,927	706,117	1,808,165
Cash and Cash Equivalents, June 30 (including \$851 for the Garage Fund reported in restricted accounts)	\$ 224,577	\$ 603,948	\$ 1,741,752
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities:			
Operating income (loss)	\$ (4,893)	\$ (687,242)	\$ (655,402)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:			
Depreciation	4,893	-	110,752
(Increase) in accounts receivable	-	(22,265)	(22,265)
Decrease in prepaid expense	-	-	11,776
Increase (decrease) in accounts payable	(18,350)	76,200	63,819
(Decrease) in claims and judgments	-	(29,200)	(29,200)
Total Adjustments	(13,457)	24,735	134,882
Net Cash Provided by (Used for) Operating Activities	\$ (18,350)	\$ (662,507)	\$ (520,520)



CITY OF LOS ALAMITOS, CALIFORNIA

DESCRIPTION OF STATISTICAL SECTION CONTENTS
JUNE 30, 2019

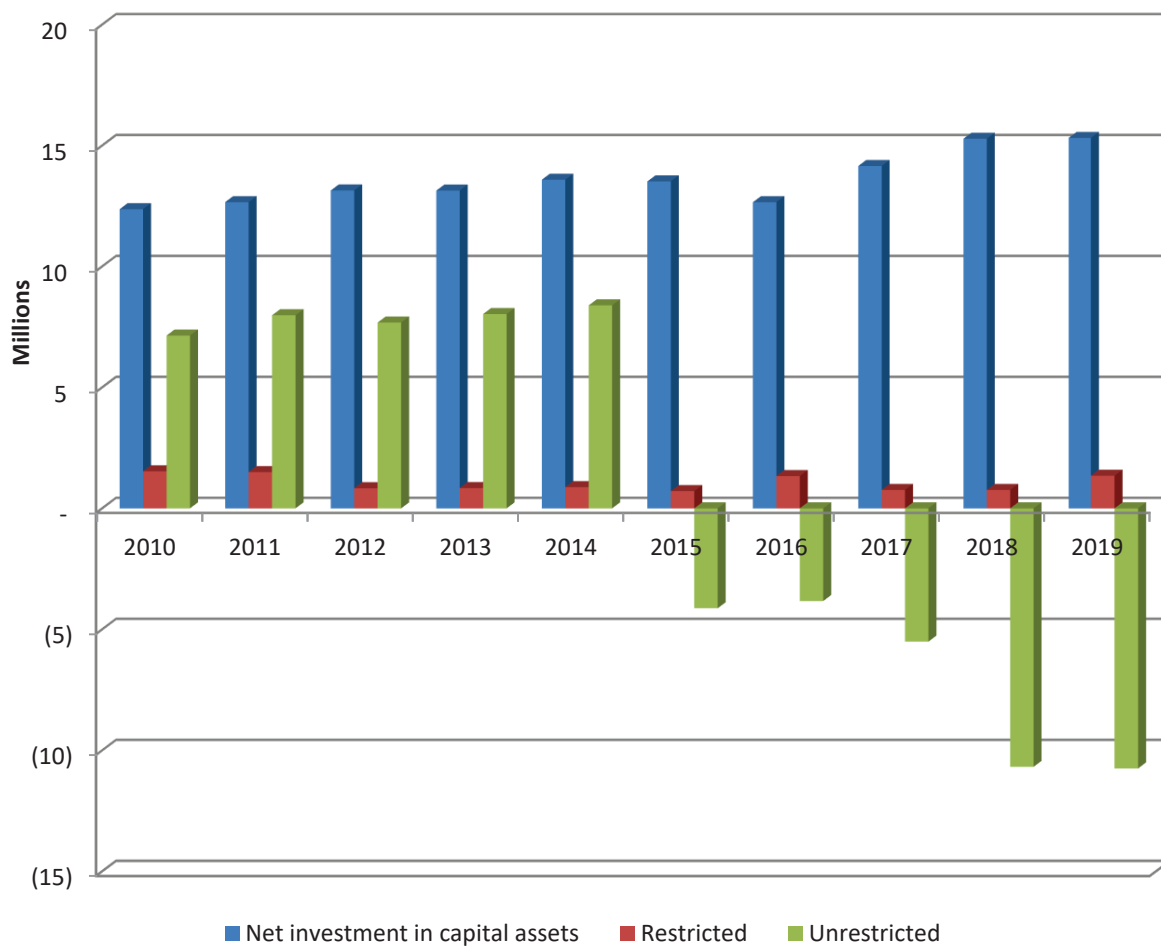
This part of the City of Los Alamitos's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

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<u>Revenue Capacity:</u> these schedules contain trend information to help the reader assesses the factors affecting the City's most significant revenue source, property tax	100
<u>Debt Capacity:</u> these schedules present information to help the reader assesses the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future	108
<u>Demographic and Economic Information:</u> these schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.....	111
<u>Operating Information:</u> these schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.....	114

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

	2010	2011	2012	2013
Governmental activities				
Net investment in capital assets	\$ 12,370	\$ 12,659	\$ 13,143	\$ 13,138
Restricted	1,533	1,500	832	841
Unrestricted	7,144	7,984	7,681	8,034
Total governmental activities net position	<u>\$ 21,047</u>	<u>\$ 22,143</u>	<u>\$ 21,656</u>	<u>\$ 22,013</u>



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.

Fiscal Year					
2014	2015*	2016	2017	2018**	2019
\$ 13,585	\$ 13,519	\$ 12,658	\$ 14,156	\$ 15,281	\$ 15,315
878	713	1,334	764	761	1,350
8,393	(4,126)	(3,828)	(5,506)	(10,679)	(10,746)
<u>\$ 22,856</u>	<u>\$ 10,106</u>	<u>\$ 10,164</u>	<u>\$ 9,414</u>	<u>\$ 5,363</u>	<u>\$ 5,919</u>

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

	2010	2011	2012
Expenses			
Governmental activities:			
General government	\$ 2,224	\$ 1,659	\$ 2,376
Public safety	5,068	4,912	5,545
Community development	578	527	705
Recreation and community services	1,583	1,568	1,770
Public works	1,922	1,905	2,007
Interest and fiscal charges	156	153	150
Total governmental activities expenses	<u>11,531</u>	<u>10,724</u>	<u>12,553</u>
Program Revenues			
Governmental activities:			
Charges for services			
General government	117	43	3
Public safety	618	641	511
Community development	73	150	280
Recreation and community services	1,180	1,230	1,266
Public works	-	-	-
Operating grants	388	533	112
Capital grants and contributions	708	890	524
Total governmental activities program revenues	<u>3,084</u>	<u>3,487</u>	<u>2,696</u>
Net (expense)/revenue			
Governmental activities	(8,447)	(7,237)	(9,857)
General Revenues and Other Changes in Net Position			
Governmental activities:			
Taxes			
Property	2,654	2,529	3,143
Utility users tax	2,178	2,132	2,083
Transient occupancy	70	80	88
Sales	2,349	2,148	2,200
Franchise	584	595	683
Business license	574	471	618
Other	65	85	347
	<u>8,474</u>	<u>8,040</u>	<u>9,162</u>
Motor vehicle in lieu	36	62	6
Investment income	39	27	15
Gain on Sale of property	5	140	3
Other	287	89	207
Total governmental activities	<u>8,841</u>	<u>8,358</u>	<u>9,393</u>
Changes in Net Position			
Governmental activities	<u>\$ 394</u>	<u>\$ 1,121</u>	<u>\$ (464)</u>

Source: City of Los Alamitos, Finance Department

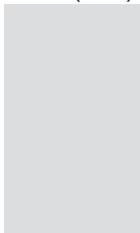
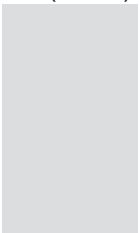
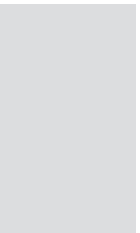
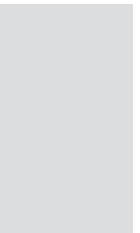
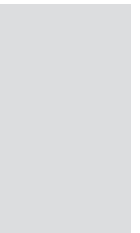
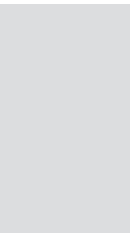
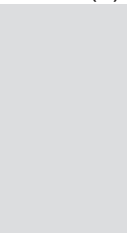
Fiscal Year						
2013	2014	2015	2016	2017	2018	2019
\$ 1,377	\$ 2,223	\$ 2,646	\$ 2,976	\$ 2,830	\$ 3,517	\$ 3,135
5,393	5,691	5,463	5,732	6,922	6,311	6,556
745	843	714	685	775	1,104	986
1,957	1,700	1,772	1,834	1,783	1,811	1,746
2,709	2,839	2,592	2,339	2,306	2,314	2,415
168	140	138	302	148	141	142
<u>12,349</u>	<u>13,436</u>	<u>13,325</u>	<u>13,868</u>	<u>14,764</u>	<u>15,198</u>	<u>14,980</u>
-	385	205	225	272	814	831
637	735	752	808	825	859	916
435	113	141	80	100	198	3
1,295	1,242	1,301	1,225	1,087	956	937
-	18	2	139	-	-	167
119	323	293	398	453	151	442
349	1,739	629	530	369	391	254
<u>2,835</u>	<u>4,555</u>	<u>3,323</u>	<u>3,405</u>	<u>3,106</u>	<u>3,369</u>	<u>3,550</u>
(9,514)	(8,881)	(10,002)	(10,463)	(11,658)	(11,829)	(11,430)
3,734	2,733	2,954	3,118	3,603	3,773	3,946
2,160	2,188	2,210	2,092	2,037	2,034	1,968
104	113	132	156	159	167	160
2,117	2,836	3,064	3,357	3,160	3,336	3,597
653	689	712	709	669	691	688
694	551	563	566	609	647	684
284	334	348	251	339	429	557
<u>9,746</u>	<u>9,444</u>	<u>9,983</u>	<u>10,249</u>	<u>10,576</u>	<u>11,077</u>	<u>11,600</u>
5	-	-	-	-	-	-
27	13	30	86	63	102	271
37	-	-	-	-	19	-
36	267	146	185	269	182	115
<u>9,851</u>	<u>9,724</u>	<u>10,159</u>	<u>10,520</u>	<u>10,908</u>	<u>11,380</u>	<u>11,986</u>
<u>\$ 337</u>	<u>\$ 843</u>	<u>\$ 157</u>	<u>\$ 57</u>	<u>\$ (750)</u>	<u>(449) \$</u>	<u>556</u>

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

	2010	2011	2012
General Fund			
Nonspendable		\$ 4	\$ 7
Committed		-	-
Restricted		-	-
Assigned		3,250	3,250
Unassigned		4,161	4,496
Reserved	\$ 5	-	-
Unreserved, designated	2,800	-	-
Unreserved, undesignated	3,418	-	-
Total General Fund	6,223	7,415	7,753
All Other Governmental Funds			
Nonspendable		-	-
Restricted		1,550	1,073
Assigned		1,201	724
Unassigned		(167)	(146)
Reserved	261		
Unreserved, designated reported in:			
Special revenue funds	216		
Unreserved, reported in:			
Special revenue funds	1,120		
Debt service funds	-		
Capital projects funds	1,008		
Total All Other Governmental Funds	2,605	2,584	1,651
Total All Governmental Funds	\$ 8,828	\$ 9,999	\$ 9,404

*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

Fiscal Year						
2013	2014	2015	2016	2017	2018	2019
\$ 6	\$ 8	\$ 684	\$ 59	\$ 17	\$ 18	\$ 56
-	-	-	-	-	-	3,607
-	-	-	-	-	-	-
3,770	7,049	7,484	7,347	7,481	7,662	4,589
4,085	1,218	(644)	3	56	49	588
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>7,861</u>	<u>8,275</u>	<u>7,524</u>	<u>7,409</u>	<u>7,554</u>	<u>7,729</u>	<u>8,840</u>
-	-	-	-	-	-	-
888	829	1,063	1,333	764	764	1,180
898	677	390	1,001	345	129	99
(223)	(1,240)	-	-	-	-	(4)
						
<u>1,563</u>	<u>266</u>	<u>1,453</u>	<u>2,334</u>	<u>1,109</u>	<u>893</u>	<u>1,275</u>
<u>\$ 9,424</u>	<u>\$ 8,541</u>	<u>\$ 8,977</u>	<u>\$ 9,743</u>	<u>\$ 8,663</u>	<u>\$ 8,622</u>	<u>\$ 10,115</u>

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

	2010	2011	2012
Revenues			
Taxes	\$ 7,915	\$ 8,027	\$ 8,087
Licenses and permits	604	629	1,247
Intergovernmental	1,542	1,047	475
Charges for services	1,256	1,379	1,320
Investment earnings	39	27	15
Fines and forfeitures	622	602	450
Other	189	245	197
Total Revenues	<u>12,167</u>	<u>11,956</u>	<u>11,791</u>
Expenditures			
General government	2,132	1,892	2,106
Public safety	4,923	4,748	4,913
Community development	562	526	623
Recreation and community services	1,517	1,527	1,570
Public works	1,717	1,654	1,779
Capital outlay	1,260	523	1,183
Debt service:			
Principal retirement	61	60	65
Payment to refunded bond escrow agent	-	-	-
Interest and fiscal charges	152	150	147
Total Expenditures	<u>12,324</u>	<u>11,080</u>	<u>12,386</u>
Excess of revenues over/(under) expenditures	<u>(157)</u>	<u>876</u>	<u>(595)</u>
Other Financing Sources (Uses)			
Transfers in	635	960	715
Transfers out	(546)	(621)	(715)
Refunding bonds issued	-	-	-
Bond premium	-	-	-
Payment to refunded bond escrow agent	-	-	-
Total other financing sources	<u>89</u>	<u>339</u>	<u>-</u>
Net change in fund balances	<u>\$ (68)</u>	<u>\$ 1,215</u>	<u>\$ (595)</u>
Debt service as a percentage of noncapital expenditures	1.925%	1.966%	1.878%

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

Source: City of Los Alamitos, Administrative Services Department

Fiscal Year						
2013	2014	2015	2016	2017	2018	2019
\$ 9,042	\$ 9,420	\$ 10,337	\$ 10,559	\$ 10,724	\$ 11,078	11,600
694	937	205	225	272	814	831
531	150	1,609	245	609	323	294
1,752	1,396	1,403	1,459	1,202	1,169	1,121
9	2	30	86	63	106	271
615	710	737	781	810	844	900
36	581	454	460	476	398	349
<u>12,679</u>	<u>13,196</u>	<u>14,775</u>	<u>13,815</u>	<u>14,156</u>	<u>14,732</u>	<u>15,366</u>
1,900	2,097	2,379	2,735	2,029	2,243	2,299
5,280	5,874	5,513	5,711	5,777	5,751	5,886
737	830	694	657	715	1,044	928
1,889	1,620	1,730	1,739	1,646	1,598	1,590
1,831	1,686	1,771	1,963	1,963	1,943	2,064
806	1,744	830	213	1,972	1,068	332
72	70	76	75	70	70	70
-	-	-	220	-	-	-
144	141	138	311	142	140	139
<u>12,659</u>	<u>14,062</u>	<u>13,131</u>	<u>13,624</u>	<u>14,314</u>	<u>13,857</u>	<u>13,308</u>
20	(866)	1,644	191	(158)	875	2,058
588	606	684	681	1,280	832	597
(588)	(621)	(1,892)	(1,203)	(2,201)	(1,752)	(1,157)
-	-	-	3,685	-	-	-
-	-	-	133	-	-	-
-	-	-	(2,722)	-	-	-
<u>-</u>	<u>(15)</u>	<u>(1,208)</u>	<u>574</u>	<u>(921)</u>	<u>(920)</u>	<u>(560)</u>
<u>\$ 20</u>	<u>\$ (881)</u>	<u>\$ 436</u>	<u>\$ 765</u>	<u>\$ (1,079)</u>	<u>\$ (45)</u>	<u>1,498</u>
1.765%	1.598%	1.813%	2.865%	1.713%	1.640%	1.611%
			(1)			

CITY OF LOS ALAMITOS
 2018/19 Use Category Summary-Basic Property Value Table
 Last Ten Fiscal Years
 (amounts expressed in thousands)

Category	2010	2011	2012	2013	2014	2015
Residential	\$ 897,118	\$ 925,857	\$ 935,865	\$ 957,266	\$ 994,876	\$ 1,057,040
Commercial	289,009	283,221	278,086	288,363	288,722	309,701
Industrial	248,721	246,247	247,130	252,384	253,201	253,653
Institutional	62	-	-	-	-	-
Miscellaneous	1,753	1,749	1,762	1,797	-	-
Recreational	-	-	-	-	-	-
Vacant land	876	-	-	-	8,917	8,449
SBE Nonunitary	222	222	222	222	222	222
Cross Reference	3,285	3,477	3,367	4,327	3,453	3,265
Unsecured	148,625	155,295	138,185	134,342	119,933	143,801
Other	-	-	-	-	-	-
Totals	\$ 1,589,671	\$ 1,616,068	\$ 1,604,617	\$ 1,638,701	\$ 1,669,324	\$ 1,776,131
Direct rate	0.10067%	0.10066%	0.10066%	0.10067%	0.10090%	0.11700%

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

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$ 1,117,850	\$ 1,165,824	\$ 1,200,335	\$ 1,266,083
351,113	358,116	393,211	405,241
260,291	268,534	292,689	308,001
-	-	-	-
-	-	-	1,793
-	-	-	-
9,710	9,905	11,648	10,088
222	222	222	970
3,083	3,998	4,139	4,109
138,386	154,478	163,741	161,257
-	-	-	-
\$ 1,880,655	\$ 1,961,077	\$ 2,065,985	\$ 2,157,542
0.11600%	0.11600%	0.11600%	0.11600%



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
2010	1,440,825	148,847	-	1,589,672	0.117
2011	1,460,551	155,517	-	1,616,068	0.117
2012	1,466,210	138,407	-	1,604,617	0.117
2013	1,504,137	134,564	-	1,638,701	0.117
2014	1,549,169	120,155	-	1,788,869	0.117
2015	1,632,108	144,023	-	1,776,131	0.117
2016	1,742,048	138,608	-	1,880,656	0.116
2017	1,806,599	154,478	-	1,961,077	0.116
2018	1,902,244	163,741	-	2,065,985	0.116
2019	1,996,284	160,953	-	2,157,237	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

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
City Direct Rate	0.117	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	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.144	0.144	0.144	0.144	0.144	0.144
Los Alamitos Unified General Fund	0.412	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	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	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	0.017
Orange County General Fund	0.052	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	0.013
Orange County Library District General Fund	0.014	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	0.027
Orange County Transportation Authority	0.002	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	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	0.001
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
Anaheim High School District	0.026	0.027	0.027	0.029	0.026	0.024
Cypress Elementary	0.022	0.026	0.015	0.025	0.027	0.023
Garden Grove Unified School District	0.000	0.033	0.025	0.031	0.037	0.041
Los Alamitos Sfid	0.020	0.033	0.036	0.042	0.056	0.048
Metropolitan Water District	0.004	0.004	0.004	0.004	0.003	0.004
N. Orange County Community College	0.018	0.017	0.017	0.019	0.017	0.017
Total Voter Approved tax Rate	<u>0.089</u>	<u>0.141</u>	<u>0.124</u>	<u>0.150</u>	<u>0.166</u>	<u>0.157</u>
Total Tax Rate	<u>1.089</u>	<u>1.141</u>	<u>1.124</u>	<u>1.150</u>	<u>1.166</u>	<u>1.157</u>

Source: HdL Coren and Cone, Orange County Assessor 2009/2010 - 2018/2019 Tax Rate Table

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
0.116	0.116	0.116	0.116
0.101	0.101	0.101	0.101
0.016	0.016	0.016	0.016
0.145	0.145	0.145	0.145
0.412	0.412	0.412	0.412
0.059	0.059	0.059	0.059
0.031	0.031	0.031	0.031
0.095	0.095	0.095	0.095
0.017	0.017	0.017	0.017
0.052	0.052	0.052	0.052
0.013	0.013	0.013	0.013
0.014	0.014	0.014	0.014
0.027	0.027	0.027	0.027
0.002	0.002	0.002	0.002
0.001	0.001	0.001	0.001
0.006	0.006	0.006	0.006
0.000	0.000	0.000	0.000
0.010	0.010	0.010	0.010
<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
0.049	0.043	0.022	0.042
0.025	0.024	0.031	0.030
0.047	0.045	0.075	0.068
0.052	0.048	0.047	0.049
0.004	0.004	0.004	0.004
0.030	0.029	0.029	0.028
<u>0.207</u>	<u>0.192</u>	<u>0.207</u>	<u>0.221</u>
<u>1.207</u>	<u>1.192</u>	<u>1.207</u>	<u>1.220</u>

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

	2019		2010	
	Taxable Assessed Value	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Los Alamitos Medical Center	\$ 120,908	5.604%	\$ 58,616	3.687%
Los Alamitos Corporation Center JV	59,636	2.764%		
Trend Offset Printing Inc.	47,700	2.211%	46,617	2.932%
Don Wilson Staples LLC	37,298	1.729%	32,832	2.065%
Bar Bakers LLC	20,917	0.969%		
CGM Katella LLC	19,258	0.893%		
JCB Inc Tinicum Corporation	18,726	0.868%	16,454	1.035%
Ganahl Lumber Company	16,748	0.776%	14,967	0.942%
Bayport Los Alamitos Associates LP	13,639	0.632%	12,051	0.758%
Katella Property Owner LLC	13,198	0.612%		
Henrietta C. Le Trust Los Alamitos Corp			52,923	3.329%
Davenport KCC Partners LLC			16,449	1.035%
Arrowhead Products Corporation			10,960	0.689%
ESS WCOT Owner LLC			10,310	0.649%
Top Ten Totals	<u>\$ 368,028</u>	<u>17.058%</u>	<u>\$ 272,179</u>	<u>17.122%</u>
City Totals	<u>\$ 2,157,541</u>		<u>\$ 1,589,671</u>	

Source: HdL Coren and Cone, Orange County Assessor 2009/10 and 2018/19 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
2010	1,677,973	1,358,634	80.969%	56,169	1,414,803	84.316%
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%

(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)

Fiscal Year	Governmental Activities		Total Primary Government	Debt as a Percentage of Personal Income ¹	Debt Per Capita ¹
	Certificates of Participation	Capital Lease			
2010	\$ 3,235	-	\$ 3,235	0.781%	\$265.14
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

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, 2019
(amounts expressed in thousands)

2018-2019 Taxable Assessed Valuation: \$ 2,157,237

	Total Debt 6/30/2019	Percent Applicable to City (1)	City's Share of Debt 6/30/2019
<u>DIRECT DEBT</u>			
Vehicle Lease Debt	\$ 137	100.000%	137
Bonded Debt	3,475	100.000%	3,475
TOTAL DIRECT DEBT			\$ 3,612
<u>OVERLAPPING DEBT:</u>			
Anaheim High 2002 Bond Series 2003	\$ 18,744	0.076%	\$ 14
Anaheim High 2002 Bond Series 2002A	45,674	0.076%	35
Los Alamitos SFID #1 2008 Series 2009	25,385	22.746%	5,774
Cypress Elementary 2008 Bond Series A	14,334	0.499%	72
Garden Grove USD 2010 Series A&B	2,125	0.009%	-
Los Alamitos SFID #1 2008 Series 2010	2,000	22.746%	455
Los Alamitos SFID #1 2008 Series 2010C	2,000	22.746%	455
Garden Grove USD 2010 Series B	118,100	0.009%	11
Los Alamitos SFID #1 208 Series D	19,000	22.746%	4,322
Cypress Elementary 2008 Bond, Series B1 & B2	22,955	0.499%	115
Los Alamitos SFID #1 208 Series E	106,320	22.746%	24,184
Garden Grove USD 2010 Series C	117,215	0.009%	11
Anaheim High 2014 Bond Series 2015	47,045	0.076%	36
Garden Grove USD 2016 Series 2017	158,750	0.009%	14
Anaheim High 2018 Bond Series 2014	83,000	0.076%	63
Metropolitan Water District	9,744	0.411%	\$ 40
TOTAL OVERLAPPING DEBT			35,601
TOTAL DIRECT & OVERLAPPING DEBT			\$ 39,213

- (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.....	0.17%
Overlapping Debt.....	1.65%
Net Combined Total Debt.....	1.82%

Source - HdL Coren & Cone, Orange County Assessor and Auditor Combined 2018/19 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	\$ 2,157,237,419
Debt limit (15% of assessed value)	323,585,613
Debt applicable to limit	0
Legal debt margin - Current Year	<u><u>\$ 323,585,613</u></u>

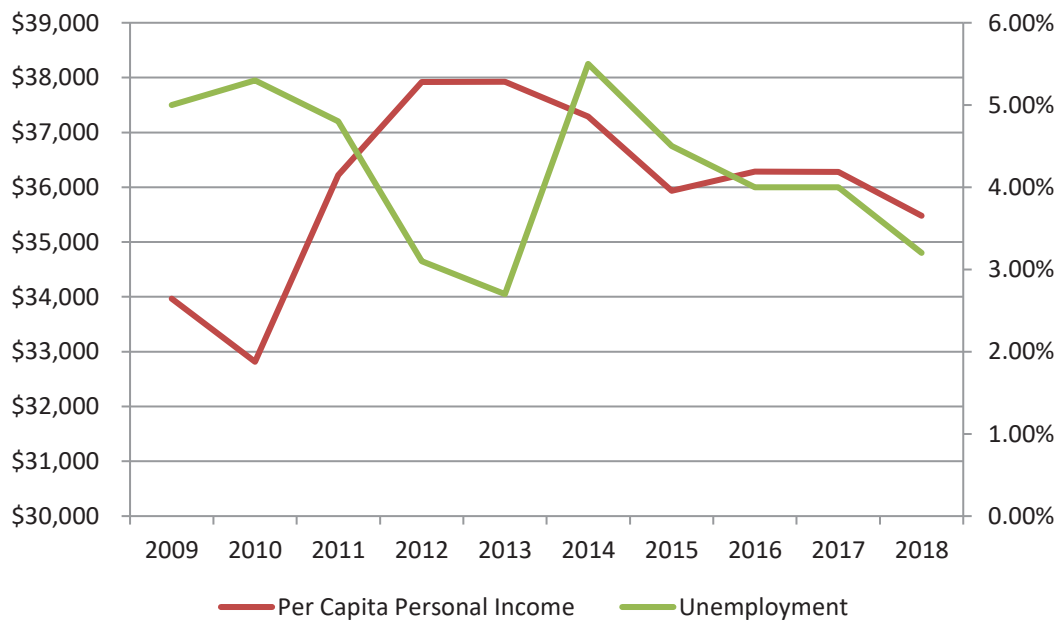
Fiscal Year	Debt Limit	Debt Applicable to Limit	Legal Debt Margin	Debt as Percentage of Limit
2010	238,450,720	0	237,073,010	0
2011	242,410,136	0	238,450,720	0
2012	240,628,038	0	240,628,038	0
2013	245,805,113	0	245,805,113	0
2014	250,398,597	0	250,398,597	0
2015	266,419,511	0	266,419,511	0
2016	282,098,369	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%

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
2009	12,201	414,466	33,970	5.00%
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%

Per Capita Personal Income and Unemployment



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

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

Source: City of Los Alamitos, Administrative Services Department

<u>2017</u>	<u>2018</u>	<u>2019</u>
5	5	5
8	8	8
1	1	1
1	1	1
1	1	1
4	4	4
19	18	18
3	3	3
2	2	2
1	1	1
2	2	2
1	1	1
10	9	9
1	0	0
5	4	4
14	11	11

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

<u>Function/Program</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Community Development						
Number of:						
Business licenses	1,900	1,921	2,048	1,964	2,089	2,227
Plan checks	74	105	119	141	110	95
NPDES inspections	53	240	152	126	57	104
Code violations	442	402	352	97	147	121
Police						
Number of:						
Part 1 crimes	326	347	356	433	330	299
Parking violations	2,382	2,389	1,893	1,532	1,766	3,283
Traffic (moving) violations	1,848	1,810	1,877	2,177	2,354	1,786
Incident & crime reports	1,380	1,320	1,356	1,361	1,293	1,381
Public Works						
Square yd of street resurfacing/repair	64,600	2,500	11,600	38,800	20,000	15,000
Miles of street sweeping	33	33	33	33	33	33
Number of:						
Street signal maintained	24	24	24	24	25	25
Trees pruned per year	200	500	1,230	632	620	615
Square feet graffiti removal	1,800	1,700	1,625	1,650	1,550	1,245
Recreation & Community Services						
Total in attendance:						
Aquatics	210,000	215,000	225,000	230,000	232,000	235,000
Community Services/Seniors	10,000	9,500	9,700	9,800	10,500	10,500
Day Camp	2,400	2,500	2,500	2,600	2,800	2,900
Park Program	1,000	1,100	1,250	1,400	2,600	4,385
Sports	N/A	N/A	N/A	N/A	N/A	N/A
Classes	6,500	6,600	6,400	6,400	6,300	6,900
Special Events	35,000	36,000	37,900	40,000	41,470	34,200

NA - Not Available

Source: City of Los Alamitos, Finance Department

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
2,169	2,068	2,153	1,806
96	93	108	98
60	60	157	85
267	267	483	420
252	268	209	193
3,963	2,997	4,043	4,221
1,473	2,885	1,430	1,114
1,167	1,254	896	752
-	-	-	-
33	33	33	33
25	25	25	25
991	991	991	991
1,205	1,205	1,205	1,205
163,000	0	0	0
13,180	14,000	14,100	18,390
2,800	3,000	4,040	3,500
4,262	4,140	4,040	3,000
35,500	30,000	30,500	28,234
8,900	8,900	8,800	10,300
30,475	34,820	35,000	38,225

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

<u>Function/Program</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Community Development	.			
Code enforcement vehicles	1	1	1	1
Police				
Stations	1	1	1	1
Patrol Vehicles	8	8	7	7
Other Vehicles	9	9	8	8
Public Works				
Streets (Miles)	32.9	32.9	32.9	32.9
Street lights	910	910	910	910
Traffic signals	24	24	24	24
Public works vehicles	12	12	13	13
Recreation & Community Services				
Youth centers	1	1	1	1
Community centers	1	1	1	1
Parks	9	9	9	9
Community service vehicles	2	2	2	2

Source: City of Los Alamitos, Administrative Services Department

<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
1	1	1	1	1	1
1	1	1	1	1	1
7	7	7	8	8	8
9	9	9	9	9	9
32.9	32.9	32.9	32.9	32.9	32.9
911	911	911	911	911	911
25	25	25	25	25	25
13	13	13	13	11	11
1	1	1	1	1	1
1	1	1	1	1	1
9	9	9	9	9	9
2	2	2	2	3	3





December 24, 2019

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

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California (the City), for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 17, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements.

As described in Note 1 to the financial statements, the City changed accounting policies related to certain debt disclosures by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements*, in fiscal year 2018-2019. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the financial statement footnote disclosures.

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 estimate affecting the City's financial statements was:

Management's estimates of its net pension liability and net other post-employment benefits liability based on actuarial valuation specialist assumptions. We evaluated the key factors and assumptions used to develop the net pension liability and net other postemployment benefits liability in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.



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

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. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is 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 the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 24, 2019.

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 with other accountants.

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 the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management discussion and analysis, budgetary comparison schedule for the general fund, the schedule of proportionate share of the net pension liability, the schedule of plan contributions, and the schedule of changes in total OPEB liability and related ratios, which are 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.



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

We were engaged to report on the combining statements and individual fund statements and schedules, 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 sections and statistical sections, which accompany the financial statements but are not RSI. Such information has 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 it.

New Accounting Standards

The following new Governmental Accounting Standards Board (GASB) pronouncements were effective for fiscal year 2018-2019 audit:

GASB Statement No. 83, *Certain Assets Retirement Obligations*.

GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowing and Direct Placements*.

The following Governmental Accounting Standards Board (GASB) pronouncements are effective in the following fiscal year audit and should be reviewed for proper implementation by management:

Fiscal year 2019-2020

GASB Statement No. 84, *Fiduciary Activities*.

GASB Statement No. 90, *Majority Equity Interests - an Amendment of GASB Statement No. 14 and No. 61*.

Fiscal year 2020-2021

GASB Statement No. 87, *Leases*.

GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*.

Fiscal year 2021-2022

GASB Statement No. 91, *Conduit Debt Obligations*.



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

Restriction on Use

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

Very truly yours,

Lance, Soll & Lingham, LLP

Brea, California



INDEPENDENT AUDITORS' 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*

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

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 the City of Los Alamitos, California (the City), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 24, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the 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 the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City'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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City'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 determination of financial statement amounts. 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*.



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

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 City'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 City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lance, Soll & Lingham, LLP

Brea, California
December 24, 2019

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10E

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

Presented By: Les Johnson, Interim City Manager

Subject: Adoption of the Legislative Platform for 2020

SUMMARY

The Legislative Action Plan identifies the City's Legislative Platform for 2020 and provides program procedures for the City to effectively participate in the legislative process.

RECOMMENDATION

Adopt Resolution 2020-02, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE 2020 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 2020. 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 22, 2019 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 2020. 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: Les Johnson, Interim City Manager

Attachment: 1. Resolution 2020-02

RESOLUTION NO. 2020-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, APPROVING THE 2020
LEGISLATIVE PLATFORM**

WHEREAS, the Legislative Action Plan consists of Legislative Program Procedures and the Legislative Platform for 2020; 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 2020 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 2020 Legislative Platform (Exhibit A).

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

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, California, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council held on the 21st day of January, 2020, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS



2020 LEGISLATIVE ACTION PLAN AND PLATFORM

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

Les Johnson, Interim 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 Manager 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 2020

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 2020. 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 21, 2020

ITEM NUMBER: 10F

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

Presented By: Eric Hendrickson, Finance Director

Subject: Request For Proposals for Auditing Services

SUMMARY

The contract has expired with Lance, Soll, & Lunghard, LLP, the CPA firm the City has used the past five fiscal years for auditing services. To enter into a new contract requires the City issue a Request for Proposal, so the City can retain the best qualified firm at the most reasonable cost.

RECOMMENDATION

Review, approve, and publish the attached Request for Proposal (RFP) for Auditing Services.

BACKGROUND & DISCUSSION

In fiscal year 2014/15, the City Council approved a contract with Lance, Soll, & Lunghard (LSL), LLP, a CPA firm with local government auditing experience. The original contract was for three fiscal years, with two additional single year options, which the City exercised. Combined, they have been the City's auditors for the last five fiscal years.

The current contract with LSL will expire at the end of next month; therefore, it is prudent to issue an RFP to retain a firm. It should be noted that LSL has served the City well, and is welcome to bid on this opportunity. The RFP is for auditing fiscal years 2020, 2021, and 2022, with two additional one-year options (2023 and 2024). If approved, the RFP will be distributed in January and have a due date of February 28, 2020 to the Finance department. City staff will review the proposals in March 2020 and recommend the most qualified firm for award of contract. It is anticipated the award of contract will occur at the April 20, 2020 City Council Meeting.

FISCAL IMPACT

There is no fiscal impact associated with approving an RFP for distribution. Any costs associated with posting the RFP to certain websites is within the parameters of the current adopted budget.

Submitted by: Eric Hendrickson, Finance Director

Reviewed and Approved by: Les Johnson, Interim City Manager

Attachments: 1. Request for Proposal for Auditing Services

CITY OF LOS ALAMITOS

REQUEST FOR PROPOSALS -
PROFESSIONAL AUDITING SERVICES



PROPOSALS DUE
February 27, 2020 – 5:00 p.m.

Eric Hendrickson
Finance Director

City of Los Alamitos
3191 Katella Ave
Los Alamitos, CA 90720

**CITY OF LOS ALAMITOS
REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES**

I. INTRODUCTION

A. General Information

The City of Los Alamitos is requesting proposals from qualified certified public accounting firms to audit its financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2020, with the option of auditing its financial statements for the two (2) subsequent fiscal years, in addition to performing other financial audits and reviews as specified below. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations*.

There is no expressed or implied obligation for the City of Los Alamitos to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, five (5) copies of a proposal must be received by Eric Hendrickson, Finance Director, at 3191 Katella Ave, Los Alamitos, CA 90720, on or before **5:00 P.M. on February 27, 2020**. **NO LATE PROPOSALS WILL BE ACCEPTED.**

During the evaluation process, the City of Los Alamitos reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Los Alamitos, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Los Alamitos and the firm selected.

The City anticipates that the selection of a firm will be completed by March 18, 2020 with a contract to be authorized by the Los Alamitos City Council at its **April 20, 2020** meeting. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of three (3) years. The City of Los Alamitos reserves the right to extend the term of this contract for two (2) additional years, subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm.

The proposal package shall present all inclusive audit fees for each year of the contract term and two additional years.

II. NATURE OF SERVICES REQUIRED

A. Scope of the Work to be Performed

The City of Los Alamitos desires a Comprehensive Annual Financial Report (CAFR) to be prepared by the independent auditor and be fully compliant with GASB requirements for the fiscal year ended June 30, 2020 and each of the subsequent years, June 30, 2021 and 2022 of the audit firm's contract with the City. The City will be planning to submit the CAFR to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program.

The selected independent auditor will be required to perform the following tasks:

1. Audit of all funds of the City of Los Alamitos. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The CAFR will be in full compliance with GASB requirements. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.
2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.

B. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accounts;
2. The standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act as amended in 1996; and
4. The provisions of U. S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

C. Other Communications

The independent auditor shall make all communications to the Finance Director required by the audit standards under which the engagement is performed. The management of the City of Los Alamitos welcomes open discussion of concerns, questions and recommendations and expects the selected audit firm to participate fully in such discussions.

D. Working Paper Retention

All work papers and reports must be retained, at the auditor's expense, for a minimum of five years (or the retention timeframe established by the professional standards, whichever is longer), unless the firm is notified in writing by the City of Los Alamitos of the need to extend the retention period. The work papers are subject to review by federal and state agencies and other individuals designated by the City of Los Alamitos. Accordingly, the work papers shall be made available upon request.

In addition, the firm shall make the work papers generated by these audits available to successor auditors.

III. DESCRIPTION OF THE CITY OF LOS ALAMITOS

A. Background Information

The City of Los Alamitos is located in the northwest portion of Orange County, approximately 30 miles from downtown Los Angeles and 10 miles from Anaheim. It services an area of 4.3 square miles with a population of approximately 12,000. The City's fiscal year begins on July 1 and ends on June 30.

The City of Los Alamitos was incorporated on March 1, 1960 as a Charter City which operates under the Council/Manager form of government. The city government is divided into seven departments: City Council, City Manager/City Clerk, Administrative Services, Police, Community Development, Public Works, and Recreation and Community Services. 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 City contracts for fire protection services.

The City's total expected payroll for the year ended June 30, 2020 is approximately \$8.7 million covering approximately 50 budgeted full-time equivalents. The total municipal budget across all funds for the 2019-2020 fiscal year is \$18.2 million. The accounting and financial reporting functions of the City are centralized in the Finance Department which consists of three (3) full-time staff members. The City utilizes Tyler Technologies Incode Software for financial reporting.

B. Fund Structure

The City of Los Alamitos uses the following fund types in its financial reporting:

Governmental Fund Types

General Fund (1 fund)
Special Revenue Funds (11 funds)
Debt Service Funds (1 fund)
Capital Projects Funds (3 funds)

Proprietary Fund Types

Internal Service Funds (5 funds)

The City may make additions to and/or deletions from this list and to the component units included in the reporting entity as deemed necessary.

C. Availability of Prior Reports and Work Papers

Lance, Soll & Lunghard, LLP in Brea, CA conducted the City's most recent audit. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful proposer.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to, and including, the date proposals are to be submitted:

<u>Date</u>	<u>Activity</u>
January 22, 2020	Request for Proposal issued
February 28, 2020	Due date for proposals (due by 5:00 p.m.)
March 18, 2020	Successful audit firm notified
April 20, 2020	Contract awarded by City Council

B. Date Audit May Commence

Audit planning, documentation of systems of internal control and compliance and transaction testing should be completed during the interim stage.

Accounting records will be ready for audit by September 30. The audit fieldwork should begin no earlier than this date, and be completed no later than October 31. Changes in time requirements for any of these must be approved by the Finance Director in advance. A draft of the Comprehensive Annual Financial Report (CAFR) shall be completed by November 30.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff will be available during the audit to assist the firm by providing information, documentation, and explanations. Eric Hendrickson, Finance Director, will be responsible for acting as the liaison between the audit firm and the accounting personnel.

B. Work Area, Telephone, and Office Equipment

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone, internet, and photocopying machines.

C. Report Preparation

In compliance with the above mentioned scope, reports to be prepared include:

1. Comprehensive Annual Financial Report (CAFR)

Preparation of the financial statements, schedules, and accompanying notes are to be prepared by the audit firm for inclusion in the City's CAFR in time to meet the requirements of the GFOA Award program (December 31).

The auditor's report on compliance containing:

The results of evaluating the City's system of internal controls. The report should identify any material weakness and reportable conditions in internal controls and whether the City's internal controls are adequate to provide reasonable assurance that the City's assets are managed in compliance with all laws and regulations governing the City.

A statement of positive assurance with respect to items tested for compliance including compliance with laws, rules, and regulations pertaining to programs and other items which could have a material effect on financial reports. In addition, the auditor's report shall disclose whether the organization has complied with laws and regulations that may have a material effect on the City's financial statements.

2. **Single Audit**

The audit report shall state that the audit was made in accordance with the single audit provisions of OMB Circular A-133. The auditor's report on the study and evaluation of internal control systems should identify whether the organization's significant internal accounting controls provide reasonable assurance that Federal programs are being managed in compliance with laws and regulations. This report should also identify any controls which were not evaluated, and the material weaknesses and other reportable conditions identified as a result of the evaluation.

Ten (10) printed copies of the Single Audit and one (1) copy of the SF-SAC Data Collection Form shall be delivered to the City in time to meet Single Audit reporting requirements.

3. **Letters**

- Agreed upon procedures letter – Gann Limit – Five (5) copies
- Communication to Financial Oversight Body - Ten (10) copies
- Management Letter – Five (5) copies

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:

Eric Hendrickson
Finance Director
3191 Katella Avenue
Los Alamitos, CA 90720
(562) 431-3538, ext 222
ehendrickson@cityoflosalamitos.org

2. Submission of Proposal. Five (5) copies of the Proposal shall be received in the office of the Finance Department of the City of Los Alamitos **by 5:00 p.m. on February 27, 2020** for a proposal to be considered. The Proposal should address the items listed below.

The Proposal should be addressed as follows:

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

B. Format for Technical Proposal

For an audit firm to be considered, the following material is requested to be received by the due date, (February 27, 2020) in a sealed envelope:

1. **Title Page**

The title page shall show the RFP subject, name of the audit firm, local address, telephone number, name and title of contact person, and the firm's California CPA License Number and Firm's Federal Identification Number.

2. **Cover Letter**

The cover letter should briefly state the firm's understanding of the work to be performed, the commitment to perform the work in the required time frame and statements as to why the firm believes it is best qualified to perform the engagement. The cover letter should also make a statement that the firm's offer is a firm, irrevocable offer for 90 days. The cover letter should indicate whether the firm is independent with respect to the City of Los Alamitos and that the firm is an Equal Opportunity Employer.

3. **Table of Contents**

The table of contents should include a clear and complete identification of the materials submitted by section and page number. Cross-referencing to section and page number in the RFP would be helpful.

4. **Content**

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposal requirements.

The Proposal should address all the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the request for proposal. While additional data may be presented, the areas detailed below must be included. They represent the criteria against which the proposal will be evaluated.

The audit firm should set forth the following:

- *License to Practice in California*

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in California.

- *Independence*

The firm should provide an affirmative statement that it is independent of the City of Los Alamitos as defined by generally accepted auditing standards as defined by the U.S. General Accounting Office's Government Auditing Standards.

- *Business License*

The independent auditor selected must possess a City of Los Alamitos business license while conducting any work under this contract.

- *Insurance*

The audit firm shall make a positive statement that it has the required insurance policies in force in amounts of coverage for not less than \$2,000,000 for Professional Liability, Errors and Omissions, Workers Compensation, Comprehensive General Liability and Auto (Owned and Non-Owned). Prior to any commencement of audit services, the auditor will be required to provide certificates of insurance coverage to the City of Los Alamitos, as prescribed in the Professional Services Agreement.

- *Firm Qualifications and Experience*

To qualify the firm must have extensive experience in audits of local governments. The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

If the proposer will be subcontracting any portion of the audit to another individual or firm, the proposal must include a list of all subcontractors to be used. No substitutions of subcontractors may be made without prior written consent of the City of Los Alamitos.

The proposer is also required to submit a copy of the report on its most recent external quality control (peer) review, with a statement whether that quality control review included a review of specific government engagements (required by *Government Audit Standards*).

The proposer shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

- ***Partner, Supervisory and Staff Qualifications and Experience***

Staff assigned to the City of Los Alamitos audit fieldwork shall include at least one CPA with three (3) or more years of local government auditing experience. This person will be at the supervisory level. There shall be at least one additional person on the audit staff who has completed at least one (1) full year in local government auditing. The total audit staff should be at a level sufficient to complete the audit within the time schedule specified above. In addition, the audit staff should remain constant throughout the audit and at least one (1) staff member from the current year's audit is to be a member of the next year's audit team.

Identify the principal supervisory and management staff, including engagement partners, managers, and other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in California. Also, provide information on the government auditing experience of each person.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff will be assured over the term of the agreement.

Principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists may be changed during the course of the agreement, however, the City of Los Alamitos reserves the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

5. **Local Government Client References**

Provide a listing of at least five municipal clients which the firm's local office serves, with preferences to similar government entities who have received financial reporting awards from the GFOA and CSMFO. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

6. **Capabilities in General Consulting and Compliance Auditing**

Provide any other information regarding general consulting and special audits provided by the firm.

7. **Approach, Scope and Timing of the Audit**

The proposal should provide in detail the firm's approach to the City of Los Alamitos's audit, including procedures to be performed, tasks required as a part of the A-133 single audit, the use of statistical sampling, the utilization of computers on the audit engagement, analytical procedures that may be used, the consideration of laws and regulations, assistance required from City staff and proposed segmentation of the audit.

The proposal should also provide information of your firm's understanding of the objectives and scope of the engagement. Specifics should be provided of the auditing standards to be followed and reports to be issued by the audit firm.

D. Contents of Cost Proposal

1. **Total All-Inclusive Maximum Price**

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The cost proposal should be submitted in the format provided in Attachment A, "AUDIT WORK COST PROPOSAL FORM".

2. **Manner of Payment**

Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month.

VII. EVALUATION PROCEDURES

A. Evaluation Criteria

Proposals will be evaluated based upon their response to provisions of this Request for Proposal. The following criteria will be used to evaluate responses to this proposal:

1. The firm's licensing, independence with respect to the City of Los Alamitos and results of most recent peer review. This should include any disciplinary actions taken or pending against the firm.
2. Qualifications and related experience of the audit team who will be actually working on and coordinating the City's audit (i.e., Partner, Manager and Senior Auditors), including the firm's on-going efforts to keep its staff current and knowledgeable in governmental accounting practices.
3. Local government client references.
4. Commitment to timeliness in the conduct of the audit.
5. Thoroughness of approach to conducting the audit.
6. Demonstration of the understanding of the objectives and scope of the audit.
7. Maximum fees to conduct the audit.
8. The firm's past experience and performance on comparable government engagements.
9. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
10. Adequacy of proposed staffing plan for various segments of the engagement.

Attachment A

AUDIT WORK COST PROPOSAL FORM

Service	2019/20	2020/21	2021/22	2022/23	2023/24
City Audit and Related Reports	\$	\$	\$	\$	\$
GANN Limit Review Report	\$	\$	\$	\$	\$
Single Audit and Related Reports	\$	\$	\$	\$	\$
Total for Fiscal Year (not-to exceed)	\$	\$	\$	\$	\$

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10G

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

Presented By: Les Johnson, Interim City Manager

Subject: Interim Development Services Director

SUMMARY

This report seeks consideration of approval of the Consulting Services Agreement for Interim Development Services Director with Charles Abbott Associates, Inc.

RECOMMENDATION

Authorize the Mayor to enter into the Consulting Services Agreement for Interim Development Services Director with Charles Abbott Associates, Inc.

BACKGROUND

The Development Services Director position will become vacant effective January 25, 2020. The Development Services Director position provides administration of critical services relating to Planning, Building, Code Enforcement, Economic Development and Public Works; implementing policies and regulating land use, including planning, general plan, zoning, and building. This position also administers public works projects and ensures that activities are conducting in accordance with Federal and State laws and local regulations. Staff is recommending the City Council authorize an agreement with Charles Abbott Associates, Inc. for the Interim Development Services Director position.

DISCUSSION

The City is fortunate to have Ms. Leslie Aranda Roseberry from Charles Abbott Associates available. Staff is seeking City Council approval of the agreement with Charles Abbott Associates for a period of up to six months. In the interim, the City will be recruiting for the permanent Development Services Director.

Leslie Aranda Roseberry spent her career at the cities of Paramount, Irvine, Orange, and most recently as Community Development Director for the City of Laguna Niguel where she retired in 2018. Her responsibilities included the management of both

Building and Safety, Code Enforcement, Current Planning, and Advance Planning. She possesses a solid working knowledge of personnel procedures, budgeting, and City, State and Federal laws applicable to development.

As the staff liaison to the Planning Commission at both the City of Orange and City of Laguna Niguel Leslie was the first point of contact for the Commissioners. She provided assistance and guidance to the Chair at the dais as needed during meetings. In addition, she conducted Commission project briefings and study sessions including training on the California Environmental Quality Act (CEQA).

Over the years she managed large-scale, high profile controversial projects through facilitation and collaboration between departments, other agencies, developers, and the community.

FISCAL IMPACT

The Interim Development Services Director contract position will cost approximately \$72,800. The contract is for up to six months, at \$140 per hour for approximately 20-25 hours per week. No increase to the budget will occur as a result of this contract. Due to the vacancy, the cost of this contract can be absorbed by the currently adopted personnel budget.

Submitted by: Chelsi A. Wilson, Executive Assistant to the City Manager
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director
Reviewed and Approved by: Les Johnson, Interim City Manager

Attachments: 1. Consulting Services Agreement: Charles Abbott Associates, Inc.

CONSULTING SERVICES AGREEMENT CHARLES ABBOTT ASSOCIATES, INC

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 21 day of January 2020 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and CHARLES ABBOTT ASSOCIATES, INC a Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified consultant to provide Interim Development Services Director ("Project").

B. Consultant has submitted to City a written proposal, dated January 9, 2020, to provide Interim Development Services for the Project.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. Consultant shall provide those services set forth in the Professional Services Proposal, dated January 9, 2020, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Consultant shall provide the Project Services in compliance with all terms and conditions of this Agreement. Consultant warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Consultant represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Consultant shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed One Hundred Forty Dollars (\$140) per hour. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of January 22, 2020 ending on June 22, 2020, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

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

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

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

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

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.1 Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

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

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

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

6. INDEMNIFICATION

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

attorneys' fees and other related costs and expenses.

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Consultant.

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

8.6.2 If the Contract Officer determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. If such default is capable of being cured, Consultant shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of

time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars (\$250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Consultant shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Consultant in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Consultant for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

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

To City:

Les Johnson, Interim City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
ljohnson@cityoflosalamitos.org

With copy to:

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

To Consultant:

Mark Abbott
Charles Abbott Associates, Inc.
27401 Los Altos #220
Mission Viejo, CA 92691

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____

Richard Murphy
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____

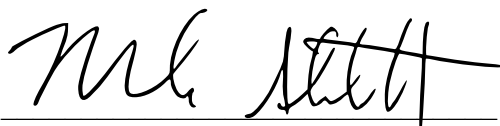
Michael S. Daudt
City Attorney

By: _____

Windmera Quintanar, MMC
City Clerk

“Consultant”

Charles Abbott Associates

By:  _____

Mark Abbott
Director

By:  _____

Rusty Reed
Chief Executive Officer

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF SERVICES

DATED: January 9, 2020



CHARLES ABBOTT ASSOCIATES, INC.

PROPOSAL FOR:
PROFESSIONAL SERVICES

PREPARED FOR:
CITY OF LOS ALAMITOS

Attention:
Les Johnson, Interim City Manager
3191 Katella Ave.
Los Alamitos, CA 90720

By:
Charles Abbott Associates, Inc.
27401 Los Altos #220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caaprofessionals.com

Submitted:
January 9, 2020

A. SCOPE OF SERVICES

Charles Abbott Associates, Inc. (CAA) is pleased to provide the City of Los Alamitos a proposal for the staffing of the Interim Development Services Department Director position.

The job description of the Interim Development Services Director may include, but is not limited to, the following:

Plans, organizes, evaluates and helps perform the work of the Development Services Department. With the assistance of Department staff, develops, implements and monitors long-term plans, goals and objectives focused on achieving the City's mission and Council priorities.

Represents the City and the Department in Planning Commission, Traffic Commission, and City Council meetings; informs and advises these groups, as well as the City Manager, on local and regional community development, environmental and infrastructure planning issues.

Ensures the timely preparation of complete and accurate staff work for presentation to citizen committees, commissions and the City Council; performs research and analysis for presentations on special projects and community/planning issues.

Interprets the department's codes, regulations, plans, policies and functions for elected and appointed boards, citizens, the business community and the public. Coordinates and manages the City's contract with the Building and Public Works Engineering Divisions as well as supervises the Planning, Public Works Operations and Code Enforcement staff.

Oversees the preparation of new City ordinances and the amendment of existing ordinances, the municipal code and the Community Plan; ensures conformance to City plans and regulations through code enforcement strategies.

Manages capital improvement projects, coordinates CIP project activities with other City departments, retained engineers, and outside agencies and utilities.

B. TERM AND COMPENSATION

CAA is proposing to provide the Interim Development Services Department Director, for approximately 20 hours per week, with an initial term of up to six months and for a rate of \$140 per hour. Any length of time beyond six months can be negotiated.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10H

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

Presented By: Les Johnson, Interim City Manager

Subject: Appointment of City Engineer

SUMMARY

Pursuant to Los Alamitos Municipal Code Section 2.24.020, the City Engineer is to be appointed by a majority vote of the City Council. For greater than a decade, the City has contracted for City Engineer services with Willdan. David Hunt of Willdan has served as City Engineer during this time period and recently retired. Chris Kelley of Willdan has supported Mr. Hunt for the past few months in preparation for serving as the new City Engineer.

RECOMMENDATION

Adopt Resolution No. 2020-03 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CHRIS KELLEY OF WILLDAN AS CITY ENGINEER."

DISCUSSION

For the past 10+ years, the City has contracted for City Engineer services with Willdan. Mr. David Hunt has served as the City's contract City Engineer during that entire time. Mr. Hunt announced last summer that he would be retiring at the end of the year and announced that Mr. Chris Kelley of Willdan would be supporting him for the remainder of the year in preparation to become the Los Alamitos City Engineer. Mr. Kelley has been with Willdan for a number of years and has provided engineering services for a number of SoCal municipalities. His education and experience clearly represents being capable to perform the functions and responsibilities of City Engineer as identified in Los Alamitos Municipal Code Section 2.24.030.

FISCAL IMPACT

There is no direct impact resulting from this action as this function is currently addressed via the existing contract with Willdan.

Submitted and Approved by: Les Johnson, Interim City Manager

RESOLUTION NO. 2020-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, APPOINTING CHRIS KELLEY
OF WILLDAN AS CITY ENGINEER**

WHEREAS, the City of Los Alamitos requires the services of a qualified City Engineer to perform the duties described in Municipal Code Section 2.24; and,

WHEREAS, over the past decade City engineering services has been provided by Willdan with David Hunt serving as the City Engineer for Los Alamitos; and

WHEREAS, David Hunt recently retired and concluded his services with the City; and,

WHEREAS, Willdan has assigned Chris Kelley to serve as City Engineer for the City; and,

WHEREAS, Chris Kelley is an experienced professional engineer well qualified to perform the duties described in the City's Municipal Code.

**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. Chris Kelley of Willdan is hereby appointed to serve as City Engineer of the City of Los Alamitos.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael Daudt, City Attorney

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

I, Windmera Quintanar, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 21st day of January, 2020, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10I

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

Presented By: Les Johnson, Interim City Manager

Subject: Authorization to Execute an Agreement with Southern California Edison (SCE) for the Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement

SUMMARY

This report describes the City's current street light conditions and proposes the replacement of all Southern California Edison (SCE) lights in the City, to 3000 kelvins (k) and/or 4000 kelvins (k), where appropriately designated.

RECOMMENDATIONS

1. Authorize staff to negotiate the appropriate street lighting color temperature (3000k/4000k) and wattage to replace the existing light fixtures on all Southern California Edison (SCE) street lights in residential and commercial streets; and,
2. Authorize the City Manager to enter into an agreement with Southern California Edison (SCE) for the Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement in a form as approved by the City Attorney.

BACKGROUND

Southern California Edison (SCE) owns and maintains 932 street lights throughout the City along residential and arterial streets, that vary between 50-400 lamp wattage. The City pays SCE a monthly facility fee for each pole which includes the cost of required maintenance. These street lights fall under SCE's LS-1 tariff. The LS-1 rate applies to un-metered street, highway and public parking lot lighting that is owned, operated, and maintained by SCE.

By way of an incentive program offered by the California Public Utilities Commission (CPUC), SCE offers an LS-1 Option E program. Since June 1, 2016, this program has enabled the conversion of street lighting to LED, at no preliminary capital cost to

jurisdictions. Under this program, SCE absorbs conversion costs which is subsequently recovered over a term of 20 years.

DISCUSSION

In their current state, all SCE street lights have High Pressure Sodium Vapor (HPSV) light fixtures. Adopting the LS-1 Option E required the City to enter into an agreement with SCE to initiate the conversion process. With some exceptions, all streetlights that are located in Los Alamitos are owned by SCE. However, the electricity needed to run the lights is paid for by the City. The existing 932 street lights throughout the City, comprise an annual cost of approximately \$130,000-\$150,000. The following table depicts an estimated savings following the upgrade of the lights:

SCENARIO	AMOUNT
Estimated Annual Savings During 20 Year Repayment	\$11,802
Estimated Annual Savings Post 20 Year Repayment	\$27,945

The proposed LED fixtures allow for a choice between color temperatures of either 3000k or 4000k, at the customers discretion. The 3000k color temperature lights are considered “warm white” and will have more yellow and amber tones that are consistent with today’s High Pressure Sodium” street lights. The 4000k color temperature lights are between warm and cool on the spectrum, and will provide a “whiter” appearing light without crossing into the bluer spectrum. For reference, the unincorporated Rossmoor community recently had the streetlights converted to 3000k fixtures while certain arterials in neighboring Garden Grove, such as Chapman Avenue, were recently converted to 4000k fixtures. Most of Los Alamitos currently have streetlight fixtures with a color temperature consistent with the 3000k fixture and staff intends to see these fixtures established in most, if not all locations.

This report seeks approval for staff to negotiate the installation of 3000k lighting on SCE street lights affixed in residential areas, and for staff to assess the best option for the commercial zones dependent on SCE recommendations.

FISCAL IMPACT

There is no financial upfront replacement costs to the City; however, the City will pay the charge for the LED fixture replacement rates over a 20-year period subsequent to contract execution; this will include an Energy Efficiency Premium Charge (EEPC) and Base LED Charge.

Fiscal Impact Review by: Eric Hendrickson, Finance Director
Submitted and Approved by: Les Johnson, Interim City Manager

Attachments: 1. *Schedule LS-1 Option E, Energy Efficiency- LED Fixture Replacement Agreement*
 2. *LS-1 Option E, Color Temperature Specifications*



Southern California Edison
Rosemead, California (U 338-E)

Original Cal. PUC Sheet No. 57074-E
Cancelling Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT
RATE AGREEMENT

Form 14-965

(To be inserted by utility)

Advice 3241-E
Decision 14-10-046

Issued by

R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 30, 2015
Effective Jun 1, 2016
Resolution _____

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this _____ day of _____,

_____ (Effective Date), is entered into between Southern California Edison Company (SCE) and _____, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

1. LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

2. LED FIXTURE REPLACEMENT COSTS

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; *otherwise*, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

5. AMENDMENTS; ASSIGNMENTS

- 5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

SCE:

(Name)

(Title)

(Address)

(City, State, Zip)

Business Customer Division
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT

APPLICANT

CUSTOMER ACCOUNT NO.

SERVICE ACCOUNT NO.

(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

APPLICANT REQUESTED READY TO SERVE DATE

SCE READY TO SERVE DATE _____

DESCRIPTION OF **LED** FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING
FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS
AGREEMENT AND OTHER RELEVANT DETAILS.

W.O. No(s): _____

Southern California Edison

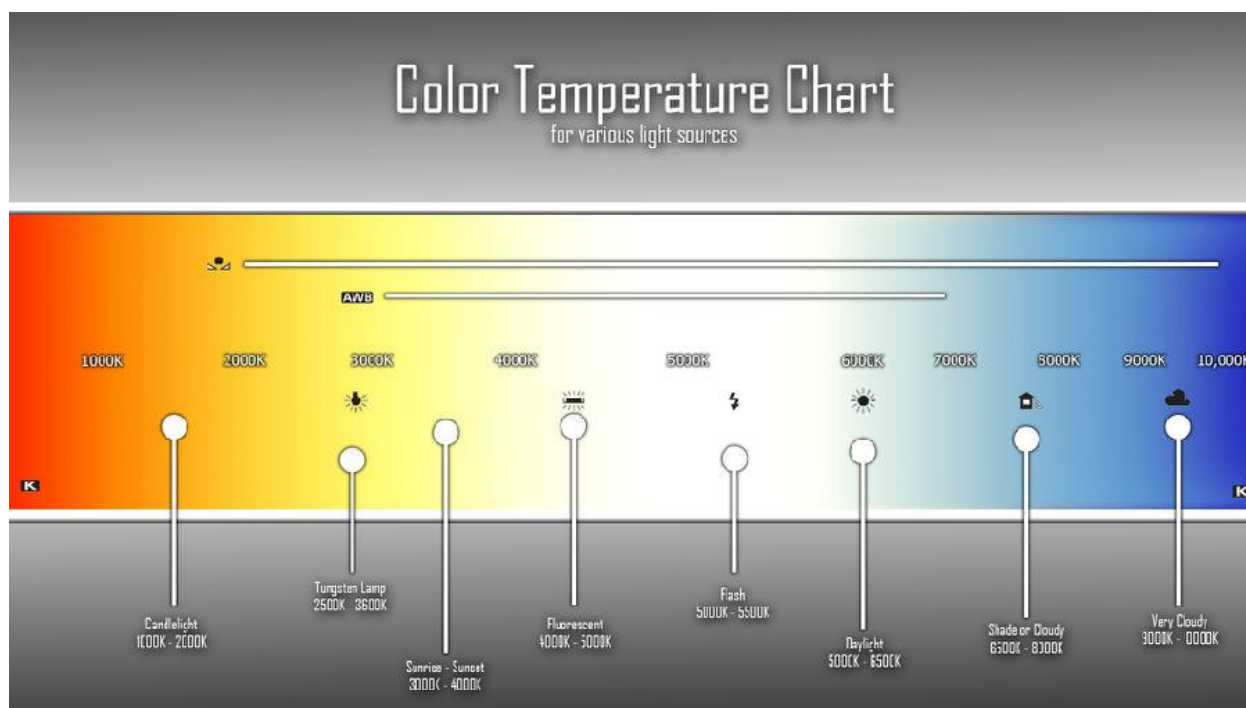
LS-1 Option E

Color Temperature Specification

At present, Southern California Edison is using current generation General Electric (GE) Evolve LED street light fixtures for LED replacements under the LS-1 Option E program. GE LED fixtures allow for a choice between color temperatures of either 4000 Kelvin degrees (4000k) or 3000 Kelvin degrees (3000k) at the customer's discretion. Please check the box below and sign to signify your preference for either 3000k or 4000k color temperature lights. Thank you.

3000k color temperature lights are considered "warm white" and will have more yellow and amber tones that are consistent with today's existing High Pressure Sodium street lights.

4000k color temperature lights are between warm and cool on the spectrum and will provide a "whiter" appearing light without crossing into the bluer spectrum.



Please check your choice of 3000k or 4000k

_____ 3000K

_____ 4000k

Local Government or Customer: _____

Printed Name of Authorized Signer: _____

Signature: _____ Date: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 20, 2020

ITEM NUMBER: 10J

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

Via: Les Johnson, Interim City Manager

Presented By: Chris Kelley, City Engineer

Subject: Award of Bid for the Noel Street Pavement Rehabilitation Project (CIP No. 19/20-03)

SUMMARY

This report recommends award of a bid to begin facilitating the construction of the proposed grinding and overlay work along Noel Street, from Katella Avenue to Farquhar Avenue.

RECOMMENDATIONS

1. Award construction for the Noel Street Pavement Rehabilitation Project (CIP No. 19/20-03) in the amount of \$116,565.00 to All American Asphalt; and,
2. Authorize the Mayor to execute the contract with All American Asphalt 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 \$11,657.00.

BACKGROUND

The City of Los Alamitos proposes to grind and overlay portions of Noel Street as part of the City's ongoing pavement management program.

DISCUSSION

Project Bid Results

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

Bids for the Noel Street Pavement Rehabilitation Project (CIP No. 19/20-03), were publicly opened on November 21, 2019 at 11:00 am. From the six (6) total bids received, it was determined by Staff that the lowest responsible bid submitted was from

All American Asphalt with the total bid amount of \$116,565.00. The bid results are provided below:

ALL AMERICAN ASPHALT	\$ 116,565.00
R.J. NOBLE CO	\$ 127,590.00
EXCEL PAVING	\$ 128,640.00
HARDY & HARPER, INC.	\$ 145,000.00
SEQUEL CONTRACTORS	\$ 148,420.00
ONYX PAVING	\$ 169,000.00
Average	\$ 139,202.50

The following represents an approximate timeline for the completion of the project which consist of: grind and overlay, signing and striping, and the installation loops for the street improvement project:

- 01/21/2020 Award of Contract
- 02/18/2020 Start of construction
- 04/09/2020 End of construction

FISCAL IMPACT

Total cost for the projects is estimated to be \$150,000. The construction budget for the project is estimated at \$128,221 with an additional \$7,379 for design and \$14,400 for inspection and project administration.

Available funding for the projects is provided as follows:

Budget Fiscal Year	Source	Amount
2019-20	CDBG	135,000
2019-20	Gas Tax	15,000
Noel St Pavement Project		150,000
		-
Total Available Funding for Projects		150,000

Submitted by: Chris Kelley, City Engineer

Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director

Reviewed and Approved by: Les Johnson, Interim City Manager

Attachment: 1. CIP No. 19/20-03 Articles of Agreement
2. Bid Summary

ARTICLES OF AGREEMENT

NOEL STREET PAVEMENT REHABILITATION SPECIFICATION NO. CIP 19/20-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOEL STREET PAVEMENT REHABILITATION, SPECIFICATION NO. CIP 19/20-03, ("AGREEMENT") is made and entered into for the above-stated project this 22nd of January, 2020, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and ALL AMERICAN ASPHALT, 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 NOEL STREET PAVEMENT REHABILITATION, SPECIFICATION NO. CIP 19/20-03 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of One Hundred Sixteen Thousand, Five Hundred Sixty Five and Zero Cents (\$116,565.00), unless specifically approved in advance and in writing by AGENCY.

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Dave Hunt

CONTRACTOR: Edward J. Carlson

CITY OF LOS ALAMITOS

ALL AMERICAN ASPHALT

3191 Katella Avenue

P.O. Box 2229

Los Alamitos, CA 90720

Corona, CA 92878

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

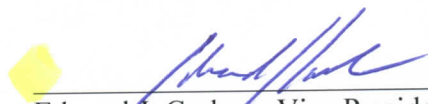
D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition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

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

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

CONTRACTOR:

All American Asphalt

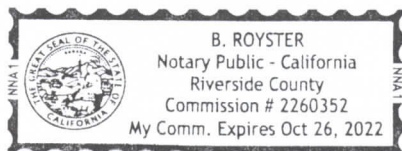


Edward J. Carlson, Vice President
Contractor's License No. 267073

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideOn December 14, 2019 before me, B. Royster, Notary Public,
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Articles of Agreement – City of Los AlamitosDocument Date: December 14, 2019 Number of Pages: 9Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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

SEE ATTACHED

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Richard Murphy, Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the VICE PRES. of ALL AMERICAN ASPHALT, 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 COLONA [city], CA [state].

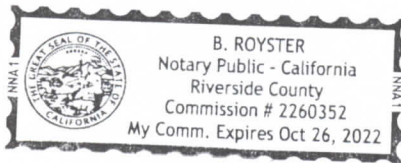

Signature of Declarant

EDWARD J. CARLSON, V.P.
Printed Name of Declarant

CALIFORNIA JURAT**GOV CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before
me on this 14th day of December, 2019.
Date Month

By (1) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence
be the person who appeared before me.)

Signature

A handwritten signature in blue ink that reads 'B. Royster'.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove
valuable to person relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached DocumentTitle or Type of Document Non-Collusion AffidavitDocument Date: 12-14-19 Number of Pages: 1Signer(s) Other Than Named Above: NoneRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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: 12-14-19

All American Asphalt
(Contractor)

By: 
(Signature) EDWARD J. CARLSON
VICE PRESIDENT
(Title)

Attest:
By: 
(Signature) MICHAEL FARKAS
SECRETARY
(Title)

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

STATEMENT REGARDING INSURANCE COVERAGE

**NOEL STREET PAVEMENT REHABILITATION
SPECIFICATION NO. CIP 19/20-03
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:

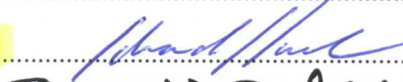
ALL AMERICAN ASPHALT

MAILING ADDRESS:

P.O. BOX 2229

CORONA, CA 92878

AUTHORIZED SIGNATURE:



TITLE:

EDWARD J. CARLSON, V.P.

DATE:

12-14-19

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

NOEL STREET PAVING REHABILITATION SPECIFICATION NO. CIP 19/20-03 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.**

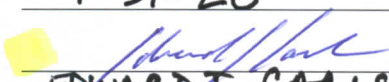
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a 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: #267073

License Expiration Date: 1-31-20

Authorized Signature: 
EDWARD J. CARLSON, V.P.

Date: 12-14-19

Executed in 2 Counterparts
Bond No. 7662288
Premium: \$460.00
Premium is for contract term and is subject
to adjustment based on final contract price

FAITHFUL PERFORMANCE BOND
NOEL STREET PAVEMENT REHABILITATION
SPECIFICATION NO. CIP 19/20-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that All American Asphalt 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 One Hundred Sixteen Thousand, Five Hundred Sixty Five and Zero Cents (\$116,565.00) 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: NOEL STREET PAVEMENT REHABILITATION, SPECIFICATION NO. CIP 19/20-03, 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 22nd day of January, 2020.

Contractor* Edward J. Carlson, Vice President
All American Asphalt
P.O. Box 2229
Corona, CA 92878
(951) 736-7600

SURETY* Fidelity and Deposit Company of Maryland
777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017
(213) 270-0600 David Wei

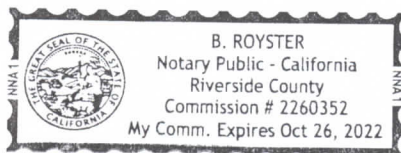
William Syrkin, Attorney-in-Fact

*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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideOn December 14, 2019 before me, B. Royster, Notary Public,
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Faithful Performance Bond – City of Los AlamitosDocument Date: December 14, 2019 Number of Pages: 4Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Subscribed and sworn to this ____ day of _____, 2020

NOTARY PUBLIC.....^{**See Attached**}.....

(SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 12/10/2019 before me, Liliana Gomez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Performance Bond No. 7662288 Document Date: 01/22/2020Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt**Capacity(ies) Claimed by Signer(s)**Signer's Name: William Syrkin☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of January, 2020.



A handwritten signature in cursive script that reads "Brian M. Hodges".

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

PAYMENT BOND

**NOEL STREET PAVEMENT REHABILITATION
SPECIFICATION NO. CIP 19/20-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to All American Asphalt 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;

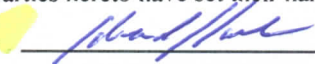
NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of One Hundred Sixteen Thousand, Five Hundred Sixty Five and Zero Cents (\$116,565.00), which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment 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.

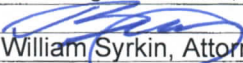
IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of
January 22, 2020.

By: 

Contractor*

Edward J. Carlson, Vice President
All American Asphalt
P.O. Box 2229
Corona, CA 92878
(951) 736-7600

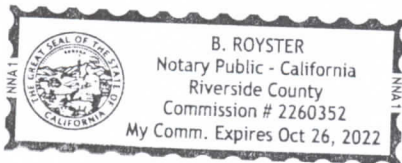
Surety*

Fidelity and Deposit Company of Maryland
777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017 (213) 270-0600
 David Wei
William Syrkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideOn December 14, 2019 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Payment Bond – City of Los AlamitosDocument Date: December 14, 2019 Number of Pages: 4Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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

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

NOTARY PUBLIC.....**See Attached**.....

(SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 12/10/2019 before me, Liliana Gomez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Liliana Gomez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 7662288 Document Date: 01/22/2020

Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of January, 2020.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

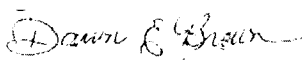
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of June, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President

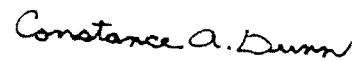

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

MAINTENANCE BOND

**NOEL STREET PAVEMENT REHABILITATION
SPECIFICATION NO. CIP 19/20-03
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 All American Asphalt, as CONTRACTOR, a contract for the above-stated project.

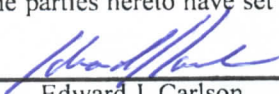
AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Fifty Eight Thousand, Two Hundred Eighty Two and Fifty Cents (\$58,282.50), 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.

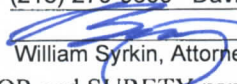
IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 22nd day of January, 2020.

Contractor*


Edward J. Carlson
All American Asphalt
P.O. Box 2229
Corona, CA 92878
(951) 736-7600

SURETY*

Fidelity and Deposit Company of Maryland
777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017
(213) 270-0600 David Wei


William Syrkin, Attorney-in-Fact

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

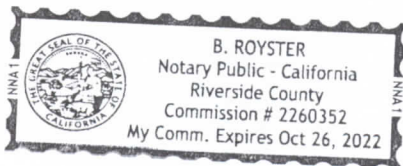
Subscribed and sworn to this day of, 2020.

NOTARY PUBLIC.....**See Attached**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideOn December 14, 2019 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Maintenance Bond – City of Los AlamitosDocument Date: December 14, 2019 Number of Pages: 3Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 12/10/2019 before me, Liliana Gomez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Maintenance Bond No. 7662288 Document Date: 01/22/2020

Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of January, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of June, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CITY OF LOS ALAMITOS
NOEL STREET PAVEMENT REHABILITATION
SPECIFICATION NO. CIP 19/20-03

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

Attachment 2

				ALL AMERICAN ASPHALT		R.J. NOBLE CO		EXCEL PAVING		HARDY & HARPER, INC.		SEQUEL CONTRACTORS	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	5,700.00	\$5,700.00	8,500.00	\$8,500.00	12,000.00	\$12,000.00	20,000.00	\$20,000.00	5,000.00	\$5,000.00
2	Traffic Control	1	LS	6,000.00	\$6,000.00	10,000.00	\$10,000.00	20,000.00	\$20,000.00	9,420.00	\$9,420.00	20,000.00	\$20,000.00
3	Unclassified Excavation	400	CY	55.28	\$22,112.00	59.00	\$23,600.00	50.00	\$20,000.00	72.00	\$28,800.00	50.00	\$20,000.00
4	Construct 3" AC over compacted existing AB	780	TON	76.50	\$59,670.00	82.50	\$64,350.00	79.00	\$61,620.00	86.00	\$67,080.00	94.00	\$73,320.00
5	Remove and construct 4" sidewalk per SPPWC Std plan 113-2	60	SF	178.00	\$10,680.00	139.00	\$8,340.00	42.00	\$2,520.00	85.00	\$5,100.00	100.00	\$6,000.00
6	Adjust water valve to grade	4	EA	472.50	\$1,890.00	150.00	\$600.00	400.00	\$1,600.00	450.00	\$1,800.00	2,000.00	\$8,000.00
7	Adjust manhole to grade	3	EA	997.00	\$2,991.00	1,300.00	\$3,900.00	700.00	\$2,100.00	1,600.00	\$4,800.00	2,200.00	\$6,600.00
8	Reset survey monument	1	LS	2,000.00	\$2,000.00	2,200.00	\$2,200.00	3,000.00	\$3,000.00	2,000.00	\$2,000.00	2,500.00	\$2,500.00
9	Install loop detectors	2	EA	850.00	\$1,700.00	950.00	\$1,900.00	900.00	\$1,800.00	1,000.00	\$2,000.00	1,000.00	\$2,000.00
10	Signing and striping	1	LS	3,822.00	\$3,822.00	4,200.00	\$4,200.00	4,000.00	\$4,000.00	4,000.00	\$4,000.00	5,000.00	\$5,000.00
TOTAL					\$116,565.00		\$127,590.00		\$128,640.00		\$145,000.00		\$148,420.00

SCHEDULE A	TOTAL	\$116,565.00	\$127,590.00	\$128,640.00	\$145,000.00	\$148,420.00
PROJECT TOTAL		\$116,565.00	\$127,590.00	\$128,640.00	\$145,000.00	\$148,420.00

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10K

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

Presented By: Les Johnson, Interim City Manager

Subject: Approval of Amendment No. 1 with Greentech Landscape Inc. for Annual Park and Landscape Maintenance Services

SUMMARY

This item provides a basis for continuing services with Greentech Landscape Inc. to provide annual Park and Landscape Maintenance for one additional year. The current Professional Services Agreement (PSA) expires on February 19, 2020, and can be extended for one year by mutual agreement.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 of the Professional Services Agreement with Greentech Landscape Inc.

BACKGROUND

The City of Los Alamitos currently maintains over 14.4 acres (625,517 square feet) of parkways, medians, landscape areas and City parks. Since 2015, the City has relied upon contract landscape maintenance services for the vast majority of these areas. In order to provide the best possible maintenance of these areas at an acceptable level, a Request for Proposals (RFP) was released in 2018. Bids were publically opened on January 10, 2019. A total of four (4) bids were received and it was determined by staff that the lowest responsible bid submitted was from Greentech Landscape Inc.

DISCUSSION

Greentech Landscape Inc. has been providing landscape maintenance services to the City of Los Alamitos since February 2019 through a Professional Service Agreement (PSA). The PSA expires on February 19, 2020 but can be extended for one year by mutual agreement. Staff has been generally satisfied with the service provided by Greentech Landscape Inc.

FISCAL IMPACT

The funding for this project is included in the streets maintenance division in the General Fund. The annual contract amount of \$76,423 has been incorporated into the Fiscal Year 2019-20 Budget.

Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director
Submitted and Approved by: Les Johnson, Interim City Manager

Attachments: 1. *Amendment No. 1 with Greentech Landscape Inc.*
 2. *2019 Professional Services Agreement (PSA) with Greentech Landscape Inc.*

**AMENDMENT No. 1 TO LANDSCAPE MAINTENANCE SERVICES
AGREEMENT
[City of Los Alamitos and Greentech Landscape Inc.]**

This Amendment No. 1 to Landscape Maintenance Services (“Amendment”) is made and entered into on this 21st day of January, 2020 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and Greentech Landscape Inc., a California Corporation (“Contractor”).

RECITALS

A. City and Greentech Landscape Inc., entered into that certain Landscape Maintenance Services Agreement to provide landscape maintenance services for City parkways, medians, landscape areas and parks on February 19, 2019 (“Agreement”), (collectively, the “Agreement”), which is incorporated herein by this reference.

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

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

1. Sections [3.4] of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4 “Expiration Date”: February 19, 2021.

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

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

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

“City”

City of Los Alamitos

By: _____
Richard Murphy
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Consultant”

Greentech Landscape, Inc.

By: _____
Gus Marquez
President and Secretary

LANDSCAPE MAINTENANCE SERVICES AGREEMENT
[Greentech Landscape Inc.]

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES ("Agreement") is made and entered into, to be effective this 19th day of February 2019 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and Greentech Landscape Inc., 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. 2018-01 (RFP), dated December 10th, 2018, Contractor has submitted to City a written proposal, dated January 09, 2019, 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 January 10, 2019, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. 2018-01, dated December 10, 2018; and (3) Contractor's Proposal, Exhibit "A". Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed Six Thousand, Three Hundred Sixty-Eight Dollars and Fifty Four Cents (\$6,368.54) a month. 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 one year ending on February 19, 2020, 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: President and Secretary, Gus Marquez. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

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

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

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

4.4 Independent Contractor.

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

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

4.4.3 No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any

Project Services. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01

written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

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

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

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

6. INDEMNIFICATION

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

witness fees and attorneys' fees and other related costs and expenses.

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of

time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert 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:

Bret Plumlee, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
bplumlee@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:

Greentech Landscape Inc.
13560 Telegraph Road
Whittier, CA 90605
gus@gtlandscapeinc.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

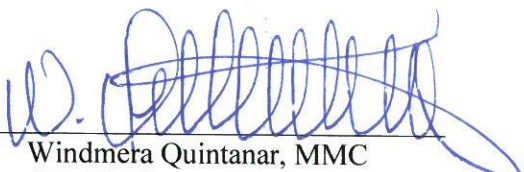
By: 
Warren Kusumoto
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

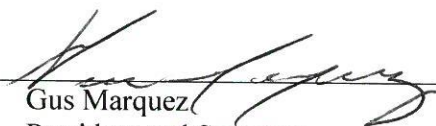
By: 
Michael S. Daudt
City Attorney

ATTEST:

By: 
Windmera Quintanar, MMC
City Clerk

"Contractor"

Name of Contractor

By: 
Gus Marquez
President and Secretary

By: Gus Marquez President
Name
Title

EXHIBIT "A"

CONTRACTOR'S PROPOSAL/ SCOPE OF SERVICES

DATED: January 09, 2019

**PARK & LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) 2018-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BACKGROUND

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

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

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

PROJECT EXPECTATIONS

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

1. Definitions

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

1. SCOPE OF SERVICES

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

RECOMMENDED SITE VISITS

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

The following are the sites for the proposed work:

SITE	LOCATION	ESTIMATED QUANTITY	UNIT
Katella median islands (weed removal only)	East of Laurel Park to Walker Street	7,845	LF
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)	59,100	SF
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Sheperd Presbyterian Church to Mobil Gas)	6,240	SF
Katella Avenue	south side (605 to Polly Pies)	52,272	SF
Farquhar Avenue	south side	8,712	SF
Sterns Park	3871 Farquhar Avenue	4,356	SF
Soroptimist Park	10822 Pine Street	3,920	SF
Stansbury Park	3711 Toland Avenue	21,780	SF
Laubordette Park	4401 Howard Avenue	8,712	SF
Little Cottonwood Park	4000 Farquhar Avenue	235,224	SF
Orville Lewis Park	3662 Kempton Drive	47,916	SF
Laurel Park	10915 Bloomfield Street	139,392	SF
Sierra Circle, green belt	Cerritos and Bloomfield	3,039	SF
City Hall Complex (to include Roberts Park, rear of Community Center)	3191 Katella Avenue	26,136	SF
Ticonderoga/Katella service road (weed removal and trimming only)	East of Ticonderoga Drive to the west of 5008 Katella Avenue	873	LF

1.1 QUALIFICATIONS OF CONTRACTORS

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

1.2 REFERENCES AND QUALIFICATION REQUIREMENTS

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

1. **Client References:** On a separate sheet of paper, contractors must furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom contractor has provided similar services. The City intends to contact these customers to determine reliability, Contractors' performance, services and other information.
2. **General Business Statement:** A statement of all of the important business activities of contractors' major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in the provision of the specified maintenance services at similar size facilities an areas (or with gross acreage equal to or greater than) with similar service levels as those required for this Contract. Contractors shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
3. **Financial Statement:** Most recent and complete financial statement of contractors' current assets, liabilities and net worth.
4. **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.
5. **Work History:** In addition to **Client References**, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.

1.3 REQUIREMENT FOR SUPPLEMENTAL INFORMATION

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

1.4 LICENSES

Contractors shall comply with the following:

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

LICENSE CERTIFICATION

My valid License/Permit Numbers are:

<u>LICENSE</u>	<u>LICENSE NUMBER</u>	<u>EXPIRATION</u>
C27 Landscaping Contractor License	596152	06/30/2020
City of Los Alamitos Business License (Required upon notification of award)	TBD	

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

1.5 DISPOSAL OF RECYCABLES

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

1.6 REFUSE DISPOSAL

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

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

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

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

1.7 ENVIRONMENTAL REQUIREMENTS

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

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

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

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

- I. The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan.
 - a. Appurtenances must be cleaned by method(s) which does not result in runoff going into any water body, gutter or storm drains. Only potable water may flow into any water body, gutter or storm drains.
 - b. All wash water must be disposed of to a sanitary sewer.
 - c. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.

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

1.8 CHANGES IN SERVICE

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

1.9 DAMAGED CAUSED BY CONTRACTOR

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

- I. Irrigation damage shall be repaired or replaced within one water cycle or 48 hours.
- II. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

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

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

1.10 HOURS AND DAYS OF MAINTENANCE SERVICES

SCHEDULING OF OPERATIONS

Normal work hours are from 8:00 a.m. to 4:00 p.m., Monday through Thursday, unless otherwise specified. The Contractor shall perform work at such times as to minimize disturbance or interference to residence and to pedestrian or vehicle circulation. Examples are early morning mowing, edging, blowing, etc. No routine mowing shall occur on Friday, Saturday or Sunday unless pre-approved by the City representative. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be in a format approved by the City.

The Contractor shall perform work in accordance with pre-approved scheduled during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative(s) of any problems or service interruptions within twenty-four (24) hours or next business day. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative(s). Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided for herein.

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

The basis daily hours of maintenance service shall be:

Monday through Thursday: 8:00 a.m. to 4:00 p.m.

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

2.0 SERVICE SCHEDULES

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

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

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

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

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

2.1 CONTRACTOR'S STAFF

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

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

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

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

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards.

The City shall approve the Contractor's uniform.

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

2.3 DRESS CODE AND APPEARANCE

All Contractor's personnel shall wear uniforms bearing the company name while performing work on this contract. Sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Safety vests are not considered part of the uniform, but are required in compliance with Section 4.2. Failure to comply shall result in a deduction of \$100 per occurrence per day per employee.

2.4 CONTRACT ENFORCEMENT

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

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

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

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

2.5 TRAFFIC CONTROL

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

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

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

2.6 SOUND CONTROL REQUIREMENTS

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

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

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

2.7 ADDITIONS/DELETIONS TO THE CITY GENERAL MAINTENANCE SPECIFICATIONS

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

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

A. Performance During Inclement Weather

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

B. Performance On Schedule

1. All work shall be completed on the day scheduled. All schedules shall be pre- approved by the City representative.
2. Failure to complete the work as scheduled or as specified herein will result in the following actions:
 - a. The sum of up to \$100 per day will be deducted from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications.
 - b. **Deficiencies:** An additional amount equal to the costs incurred in

completing the work by an alternate source whether it be City forces or separate private contractor even if it exceeds the Contract unit price will be deducted.

c. In cases where the Contractor fails to perform as required, the value of the contract "per day" will be deducted.

d. These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection and other related costs for the failure by the Contractor to complete the work according to schedule.

**PARK & LANDSCAPE MAINTENANCE
SERVICES REQUEST FOR PROPOSAL (RFP)
2018-01
CITY OF LOS ALAMITOS
SPECIFIC REQUIREMENTS**

3.0 MAINTENANCE STANDARDS

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

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

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

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

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

3.1 SHRUBS

General

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

3.2 VINES

A. General

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

3.3 GROUND COVER

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
2. Cultivate and/or apply approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height. The City representative will determine objectionable height. Remove weeds by chemical or mechanical means as approved by the City representative.
3. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.
4. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs or on structures or walls. Keep trimmed back approximately four inches (4") from structure or walls. Coordinate trimming around base of shrubs/trees with the City representative.
5. Bare soil areas shall be cultivated a minimum of once per month.

3.4 DRAINAGE FACILITIES

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

3.5 LITTER AND DEBRIS/ CLEAN-UP

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

3.6 TURFGRASS

Mowing

Mow and edge greenbelts, medians, etc., weekly.

Cut cool season turfgrass 2" during warm season and reduce to 2" during winter or cooler seasons. In warm seasons, common Bermuda shall be mowed to not exceed 1", hybrid Bermuda 1" to 1.5". Cut mixed turfgrasses to the City representative's recommended height.

A fine-cut flail mower, rotary mower, or reel mower that provides a smooth and continuous cut of turf at a 1/4-inch height shall be acceptable. The type of mower required may vary for special events and conditions. Any acceptable mower shall be configured so the outer edges of the blade extend 18-inches to 26-inches beyond the outer edge of the wheel. A mulching mower is preferred.

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

All safety equipment on mowers must be fully operational.

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

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

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

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

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

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

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

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

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

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

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

B. String Trimmers

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

3.7 FACILITIES MAINTENANCE

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

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

B. Hard Surface Areas

1. These areas include hardscape, DG areas, concrete sidewalks, bicycle trails, AC walkways, courtyards, etc.
2. All areas shall be swept or blown weekly to remove all deposits of silt and/or sand and glass.
3. All areas shall be inspected and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to the City representative.

3.8 DISPOSAL OF GREEN WASTE

Green Waste Debris

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

**PARK & LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSAL (RFP) 2018-01
CITY OF LOS ALAMITOS**

REPORTS AND SCHEDULES

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

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

**PARK & LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSAL (RFP) 2018-01
CITY OF LOS ALAMITOS**

**PRUNING AND TRAINING QUALITY
STANDARDS**

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

PROPOSAL SCHEDULE

PARK & LANDSCAPE MAINTENANCE SERVICES REQUEST FOR PROPOSAL (RFP) 2018-01 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SITE	LOCATION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
Katella median islands (weed removal only)	East of Laurel Park to Walker Street	7,845	LF	.02	156.90
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)	59,100	SF	.01	591.00
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Sheperd Presbyterian Church to Mobil Gas)	6,240	SF	.01	62.40
Katella Avenue	south side (605 to Polly Pies)	52,272	SF	.01	522.72
Farquhar Avenue	south side	8,712	SF	.01	87.12
Sterns Park	3871 Farquhar Avenue	4,356	SF	.01	43.56
Soroptimist Park	10822 Pine Street	3,920	SF	.01	39.20
Stansbury Park	3711 Toland Avenue	21,780	SF	.01	217.80
Laubordette Park	4401 Howard Avenue	8,712	SF		87.12
Little Cottonwood Park	4000 Farquhar Avenue	235,224	SF	.01	2352.24
Orville Lewis Park	3662 Kempton Drive	47,916	SF	.01	479.16
Laurel Park	10915 Bloomfield Street	139,392	SF	.01	1393.92
Sierra Circle, green belt	Cerritos and Bloomfield	3,039	SF	.01	30.39
City Hall Complex (including Roberts Park, rear of Community Center)	3191 Katella Avenue	26,136	SF	.01	261.36
Ticonderoga/Katella service road (weed removal and trimming only)	East of Ticonderoga Drive to the west of 5008 Katella Avenue	873	LF	.05	43.65

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: \$ 6338.54

Proposal Schedule Total (in word): _____

Six thousand three hundred thirty eight and 54/100

Greentech Landscape, Inc.

(Company Name of Proposer)

(Date)

01-29-19

Ken J. Young

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 10L

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

Presented By: Les Johnson, Interim City Manager

Subject: Adopt Ordinance No. 2019-08 – Zoning Ordinance Amendment (ZOA) 19-01, 4281 Katella Avenue

SUMMARY

At its regular meeting of December 16, 2019, the City Council introduced for first reading Ordinance Number 2019-08. This document would adopt Zoning Ordinance Amendment (ZOA 19-01) requesting approval to change the Zoning District designation from Planned Light Industrial (P-L-I) to Commercial Professional Office (C-O) for the property located at 4281 Katella Avenue.

RECOMMENDATION

Adopt Ordinance No. 2019-08, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 19-01 TO CHANGE THE ZONING DISTRICT FOR FOUR PARCELS ON 3.9 ACRES FROM PLANNED LIGHT INDUSTRIAL (P-L-I) TO COMMERCIAL PROFESSIONAL OFFICE (C-O) AT 4281 KATELLA AVENUE, (APNS 241-241-20, 241-241-21, 241-241-25 & 241-241-26) (APPLICANT: PERRY BANNER).”

APPROVAL CRITERIA

Section 17.58.050 of the Los Alamitos Municipal Code (LAMC) requires the City Council to approve, approve in modified form, or disapprove the recommendation of the Planning Commission to approve ZOA 19-01 and adopt the proposed Ordinance.

BACKGROUND

Mr. Banner submitted an application for both a General Plan Amendment (GPA 19-01B) and Zoning Map Amendment (ZOA 19-01) requesting approval to change the General Plan land use designation from Planned Industrial to Professional Office and the zoning designation from Planned Light Industrial (P-M at the time, but now P-L-I) to Commercial Professional Office (C-O) for the property located at 4281 Katella Avenue.

The subject site is developed with an 81,216 square foot office building and associated parking areas encompassing four parcels (APN 241-241-20, 241-241-21, 241-241-25 & 241-241-26), which comprise of 3.9 acres. The Planning Commission considered these items during their November 20, 2019 meeting, and unanimously recommended City Council approve the CEQA exemption, as well as the proposed General Plan and Zoning Map amendments. Tonight the City Council considers final adoption of Ordinance 2019-08 that would approve the change to the Zoning Map of the City of Los Alamitos.

A Zoning map amendment has the effect of rezoning property from one zoning district to another, such as this rezoning of the parcel from the Planned Light Industrial (P-L-I) Zoning District to the Commercial Professional Office (C-O) Zoning District. The requested change does not involve a zoning text amendment. The City Council approved the General Plan Amendment resolution during its December 16, 2019 meeting and now has the option to approve the Zoning Ordinance Amendment through an approving ordinance.

Noticing

The Public Hearing Notice of this meeting was mailed out on December 4, 2019, to property owners and tenants within 500 feet. Additionally, the notice was published in the December 4, 2019 issue of the News Enterprise.

FISCAL IMPACT

None.

Submitted by: Tom Oliver, Associate Planner

Approved by: Les Johnson, Interim City Manager

Attachment: Ordinance No. 2019-08, with Exhibit A

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 19-01 TO CHANGE THE ZONING DISTRICT FOR FOUR PARCELS ON 3.9 ACRES FROM PLANNED LIGHT INDUSTRIAL (P-L-I) TO COMMERCIAL PROFESSIONAL OFFICE (C-O) AT 4281 KATELLA AVENUE, (APNS 241-241-20, 241-241-21, 241-241-25 & 241-241-26) (APPLICANT: PERRY BANNER)

WHEREAS, Perry Banner, on behalf of CGM Katella, LLC, submitted an application to change the Zoning District from Planned Light Industrial (P-L-I) to Commercial Professional Office (C-O) for 4281 Katella Avenue (APNs 241-241-20, 241-241-21, 241-241-25 & 241-241-26) (ZOA 19-01); and,

WHEREAS, Section 17.70.030 of the Los Alamitos Municipal Code (LAMC) requires the Planning Commission to forward a written recommendation to the City Council concerning any proposed Zoning Ordinance Amendment; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning ZOA 19-01 on November 20, 2019; and,

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

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted a resolution recommending that the City Council approve ZOA 19-01; and,

WHEREAS, the City Council held a duly noticed Public Hearing concerning ZOA 19-01 on December 16, 2019 for a first reading of this ordinance; and,

WHEREAS, the City Council considered all applicable staff reports and all public testimony and evidence presented at the public hearing; and,

WHEREAS, the City Council held a duly noticed Public Hearing concerning ZOA 19-01 on December 16, 2019 for a final adoption of this ordinance.

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

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

SECTION 2. ZOA 19-01 is hereby approved to change the Zoning District for the subject property from Planned Light Industrial (P-L-I) to Commercial Professional Office (C-O).

SECTION 3. In approving this Ordinance, the City Council makes the following findings:

1. ZOA 19-01 ensures and maintains internal consistency with the actions, goals, objectives, and policies of the general plan, and will not create any inconsistencies with the zoning code. The proposed amendment is consistent with the General Plan Land Use Element Policy 3.2 Economic viability: Preserve the economic viability and continuity of existing commercial and industrial businesses. ZOA 19-01 concerns an industrial office building that has been used as an office building for all categories of offices for many years, to include medical offices. The building has not attracted enough industrial office tenants through the years to be profitable for the property owner.
2. ZOA 19-01 will not be detrimental to the public convenience, health, interest, safety, or welfare of the city. The use of the subject property for office uses, to include medical offices, promotes the public convenience, health, safety and welfare of the city's residents by permitting the continued provision of desired services from an existing development.
3. ZOA 19-01 is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15305 – minor alterations in land use limitations and 15061(b)(3) – activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.
4. The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s). The parcel and already existing structure on the parcel meet the development standards of the Commercial Professional Office (C-O) Zone, have had existing utilities, and no compatibility or physical restraint issues.

SECTION 4. The following conditions shall apply to this project:

1. Approval of this application is to change the zoning district of four parcels on 3.9 acres from Planned Light Industrial (P-L-I) to Commercial Professional Office (C-O) for 4281 Katella Avenue (APNs 241-241-20, 241-241-21, 241-241-25 & 241-241-26) with such additions, revisions, changes or modifications as required by the Planning Commission pursuant to approval of ZOA 19-01 noted thereon, and on file in the Development Services Department (Exhibit A). Subsequent submittals for this project shall be consistent with such plans and in compliance with the applicable land use

regulations of the Los Alamitos Municipal Code. If any changes are proposed regarding the location or alteration of this use, a request for an amendment of this approval must be submitted to the Development Services Director. If the Development Services Director determines that the proposed change or changes are consistent with the provisions and spirit of intent of this approval action, and that such action would have been the same with the proposed change or changes as for the proposal approved herein, the amendment may be approved by the Development Services Director without requiring a public meeting.

2. Failure to satisfy and/or comply with the conditions herein may result in revocation by the Planning Commission and/or City Council of this approval.
3. The Applicant and the Applicant's successors, in interest, shall be fully responsible for knowing and complying with all conditions of approval.
4. California Government Section 66020(d)(1) requires that the project Applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including Planning processing fees, building permit fees and park development fees, are not included under this noticing requirement.

Pursuant to Government Code Section 66020(d)(1), the Applicant is hereby notified that fees, dedications, reservations and other exactions imposed upon the development, which are subject to notification, are as follows:

Fees:	N/A
Dedications:	N/A
Reservations:	N/A
Other Exactions:	N/A

5. The Applicant has 90 days from the date of adoption of this Ordinance to protest the impositions described above. The Applicant is also notified of the 180-day period from the date of this notice during which time any suit to protest impositions must be filed, and that timely filing of a protest within the 90-day period is a prerequisite.
6. The Applicant shall defend, indemnify, and hold harmless the City of Los Alamitos, its agents, officers, or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City, its legislative body, advisory agencies or administrative officers in connection with or concerning the subject application. The City will promptly notify the Applicant of any such claim, action or proceeding against the City and the Applicant will either undertake defense of the matter and pay the City's associated legal costs, or

will advance funds to pay for defense of the matter by the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant's consent, but should it do so, the City shall waive the indemnification herein, except the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

7. The Property Owner/Applicant shall file an Acknowledgment of Conditions of Approval with the Development Services Department. The Property Owner/Applicant shall be required to record the Acknowledgment of these conditions of approval with the Office of the Orange County Recorder and proof of such recordation shall be submitted to the Development Services Department prior to issuance of any permits.
8. Applicant shall comply with all applicable City, County, and/or State regulations.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 6. This Ordinance shall take effect thirty days after approval as provided in Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of December, 2019 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 21st day of January, 2020, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

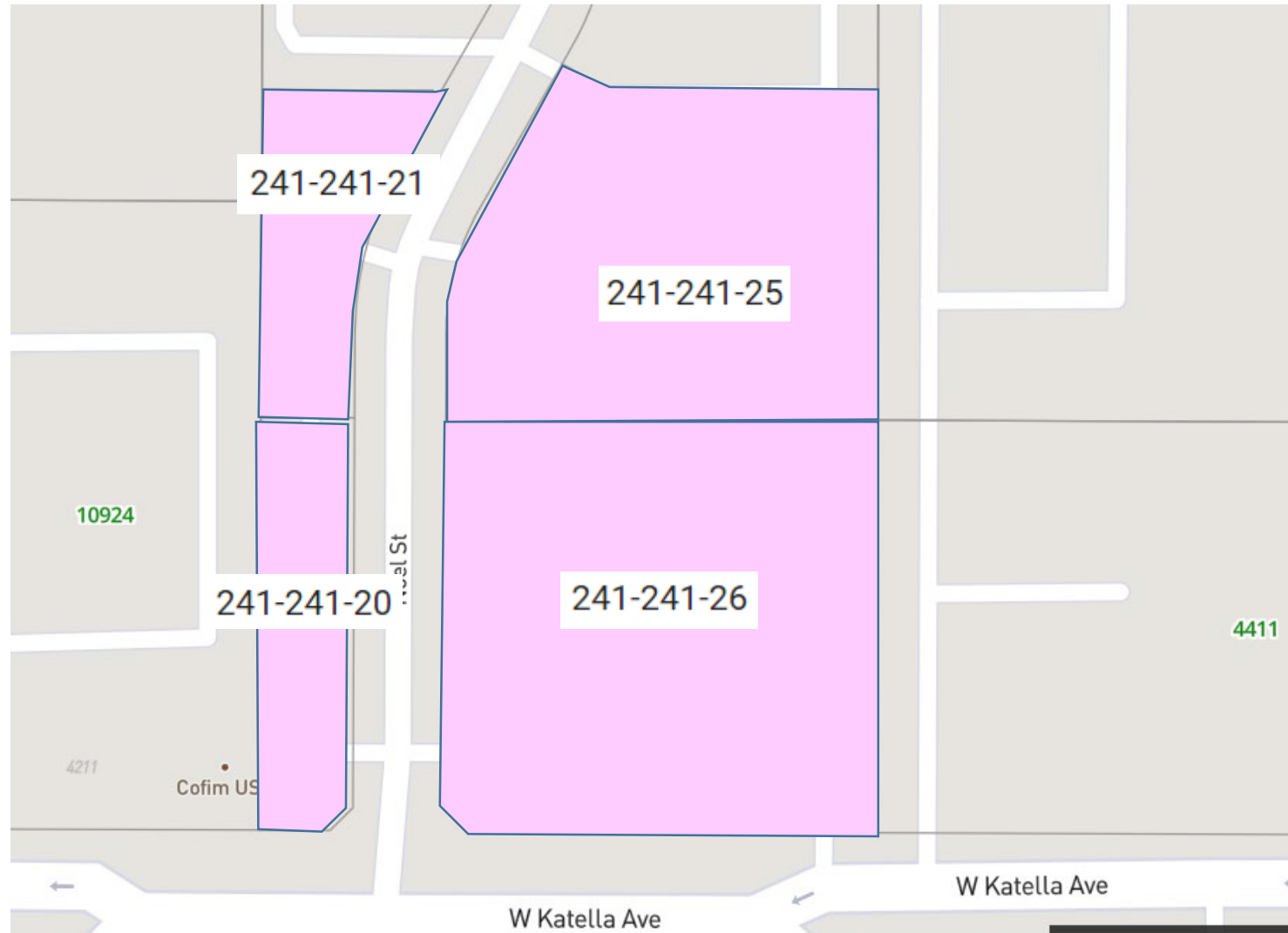
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

Parcels Changing from Planned Light Industrial (P-L-I) to Commercial-Professional Office (C-0)



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 11A

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

Presented By: Les Johnson, Interim City Manager

**Subject: Introduction of an Anti-Camping Ordinance Prohibiting
Camping and Storage of Personal Property in Public Areas**

SUMMARY

This ordinance is intended to add language to Los Alamitos Municipal Code Title 12 providing certain provisions that will prohibit camping and the storage of personal property in public areas throughout the City of Los Alamitos.

RECOMMENDATIONS

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2020-01; and,
2. City Attorney Daudt read the title of Ordinance No. 2020-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 12.52 TO TITLE 12 OF THE LOS ALAMITOS MUNICIPAL CODE PROHIBITING CAMPING AND THE STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS".

BACKGROUND

In January 2018, homeless advocates filed a lawsuit against the County of Orange and the cities of Orange, Anaheim and Costa Mesa related to policies and procedures impacting homeless individuals as well as related to the lack of adequate services and facilities for the homeless ("Catholic Workers et al"). Among the issues at stake in this lawsuit, and others, was the validity of anti-camping and related municipal code provisions that make it unlawful to be present, have property, sit or sleep in a public place. In the Martin v. City of Boise case that was decided in 2018, the Ninth Federal District Court ruled that anti-camping laws violated homeless individual's eighth amendment rights as prohibiting them from sleeping outdoors amounted to cruel and unusual punishment if there are no low-barrier shelter options available.

On August 16, 2019, a settlement agreement was entered into between the Orange County Catholic Workers and the North SPA Cities (Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Stanton, Villa Park and Yorba Linda) and filed with the U.S. District Court. This agreement commits to the

establishment and operation of two new homeless centers having a minimum capacity of 200 beds. By entering into and adhering to the settlement agreement, the City is now able to establish and enforce anti-camping provisions.

This item was introduced to City Council during the November 18, 2019 meeting. Staff recommended continuing the item to the January 21, 2020 meeting in order to allow more time for the North SPA cities to consider a model anti-camping ordinance as well as ensure the establishment of the homeless shelters and availability of beds prior to enforcement of the ordinance, as required by the aforementioned settlement agreement.

Staff recently received an update on the two shelters currently under construction, one being in Placentia and the other in Buena Park. Progress is being made with the Placentia shelter, which is scheduled to be open by the beginning of March, and the Buena Park shelter, scheduled for opening in May.

DISCUSSION

The proposed Ordinance specifically addresses the unauthorized use of public areas for camping or storage of personal property. Public areas should be accessible and available to residents and the public at large for their intended uses. The unauthorized use of public areas for camping and the storage of personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or safety hazard that adversely affects residential and commercial areas. The purpose of the regulations adopted by the ordinance is to maintain public areas in clean, sanitary and in accessible condition to prevent the misappropriation of public areas for personal use, and to promote the public health and safety by ensuring that public areas remain readily accessible for their intended uses.

It should be noted that the proposed language does not propose any changes to the City's existing code provisions that address use of public parks in the city during the hours of darkness (LAMC 12.40.010).

FISCAL IMPACT

None.

Submitted and Approved by: Les Johnson, Interim City Manager

Attachment: 1. Ordinance 2020-01

ORDINANCE NO. 2020-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER
12.52 TO TITLE 12 OF THE LOS ALAMITOS MUNICIPAL
CODE PROHIBITING CAMPING AND THE STORAGE OF
PERSONAL PROPERTY IN PUBLIC AREAS**

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

SECTION 1. Chapter 12.52 (Camping and Storage of Personal Property) is hereby added to Title 12 (Streets, Sidewalks and Public Places) of the Los Alamitos Municipal Code to read as follows:

CHAPTER 12.52 CAMPING AND STORAGE OF PERSONAL PROPERTY

- 12.52.010 Purpose.
- 12.52.020 Definitions.
- 12.52.030 Unlawful camping.
- 12.52.040 Storage of personal property in public areas.
- 12.52.050 Exceptions.
- 12.52.060 Violations.

12.52.010 Purpose.

Public areas within the City should be accessible and available to residents and the public at large for their intended uses. The unauthorized use of public areas for camping and the storage of personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or safety hazard that adversely affects residential and commercial areas. The purpose of this chapter is to maintain public areas in clean, sanitary and accessible condition to prevent the misappropriation of public areas for personal use, and to promote the public health and safety by ensuring that public areas remain readily accessible for their intended uses.

12.52.020 Definitions.

The following terms used in this chapter shall have the meanings indicated below:

“Camp” or “camping” means to pitch or occupy camp facilities and/or to use camp paraphernalia for living accommodation or habitation purposes.

“Camp facilities” include, but are not limited to, tents, huts, or temporary shelters.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags,

hammocks, or non-City designated cooking facilities and similar equipment.

“City” means the City of Los Alamitos, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form.

“Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel.

“Parkway” means the area of the street between the back of the curb and the sidewalk that typically is planted and landscaped.

“Personal property” means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, personal items such as luggage, backpacks, clothing, and household items.

“Public area” means all property that is owned, managed or maintained by the City, and shall include, but not be limited to any public street, building, grounds, lot, parcel, park, plaza or parking lot dedicated to the authorized use and enjoyment of the public.

“Public street” means and includes but is not limited to any street, road, highway, alley, sidewalk, parkway, bridge, culvert, drain, and all other facilities or areas necessary for the construction, improvement, and maintenance of streets and roads.

“Roadway” means that portion of a highway improved, designed or ordinarily used for vehicular travel.

“Sidewalk” means that portion of the public right-of-way provided for the primary use of pedestrians along or adjacent to a street.

“Store or “storing” means to put aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a location; which does not include any personal property that clearly has been abandoned or discarded and which clearly has no value.

“Tent” means any tarp, cover, structure or shelter, made of any material that is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarp, cover, structure or shelter.

12.52.030 Unlawful camping.

It shall be unlawful for any person to camp, erect or occupy camp facilities or use camp paraphernalia in any public area within the City, except as otherwise provided in Section 12.52.050, as may be permitted under Chapter 12.40.010, or as mandated by applicable law.

12.52.040 Storage of personal property in public areas.

It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in any public area within the City, except as otherwise provided in Section 12.52.050, as may be permitted under Chapter 12.40.010, or as mandated by applicable law.

12.52.050 Exceptions.

A. This chapter shall not apply to any person camping, occupying camp facilities or using camp paraphernalia, or to any person storing personal property, including camp facilities and camp paraphernalia, in any public area designated by the City for such purposes. The City Council may, by resolution or ordinance, establish one (1) or more specified areas of public property for such purposes.

B. Absent exigent circumstances relating to immediate threats to the public health, safety, or welfare, the provisions of this chapter will not be enforced against indigent homeless persons sitting, lying, or sleeping on public property when no alternative shelter is available in accordance with the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031.

12.52.060 Violations.

Any violation of this chapter may be prosecuted as a misdemeanor, pursuant to Section 1.20.010 of this code.

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

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of January, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 18th day of February 2020, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 11B

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

Via: Les Johnson, Interim City Manager

From: Michael S. Daudt, City Attorney
Windmera Quintanar, MMC, City Clerk

Subject: Amendment to Sequence of District Elections in Response to City Council Vacancy

SUMMARY

In response to the recent resignation of City Councilmember Warren Kusumoto, and in order to advance the City's transition from at-large to by-district elections, proposed Ordinance No. 2020-would amend Ordinance No. 2018-50 (the "Districting Ordinance") to provide for the election of three, rather than two, City Councilmembers by-district at the next General Municipal election.

RECOMMENDATIONS

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2020-02; and
2. City Attorney Daudt read the title of Ordinance No. 2020-02 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING ORDINANCE NO. 2018-05 TO REVISE THE SEQUENCE OF DISTRICT ELECTIONS."

BACKGROUND

On July 30, 2018, the City Council of the City of Los Alamitos adopted Ordinance No. 2018-05 (the "Districting Ordinance") establishing a district-based election system for City Councilmembers. Per the Districting Ordinance, commencing with the November 2020 General Municipal Election, City Councilmembers shall be elected "by-district" from the five Council districts shown and numbered on the district map attached to this report. Elections for District 1 and District 3 will occur in 2020; District 2, District 4, and District 5 will be contested in 2022.

On December 16, 2019, City Councilmember Warren Kusumoto resigned creating a vacant seat. On December 21, 2019, the City Council voted unanimously to fill the Council Vacancy by appointment in accordance with Section 502 of Article V. of the Los Alamitos Charter. The appointed term will run until the November 2020 General Municipal election. Because Warren Kusumoto was elected for a four-year term in 2018, an at-large election in 2020 would be required to fill the remaining two-years of his term absent an amendment to the Districting Ordinance. To avoid this result, the City Council directed staff to bring forward an ordinance amending the sequence of district elections.

DISCUSSION

Proposed Ordinance No. 2020-02 would amend the Districting Ordinance to provide for the election of three Councilmembers by district in 2020, with two Councilmembers elected by district in 2022. As amended, District 1, District 2, and District 3 would be contested at the November 2020 General Municipal election. District 4, and District 5 would be contested at the November 2022 General Municipal election.

FISCAL IMPACT

None.

Submitted by: Michael S. Daudt, City Attorney
Windmera Quintanar, MMC, City Clerk
Approved by: Les Johnson, Interim City Manager

Attachments: 1. Ordinance No. 2020-02
 2. Exhibit A - City of Los Alamitos Council District Map

ORDINANCE NO. 2020-02**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING ORDINANCE NO. 2018-05 TO REVISE THE SEQUENCE OF DISTRICT ELECTIONS**

WHEREAS, on July 30, 2018, the City Council of the City of Los Alamitos adopted Ordinance No. 2018-05 establishing a district-based election system for City Councilmembers; and,

WHEREAS, per Ordinance No. 2018-05, commencing with the November 2020 General Municipal Election, City Councilmembers shall be elected “by-district” from the five Council districts shown and numbered on the district map attached hereto as Exhibit “A”, and incorporated herein by reference; and,

WHEREAS, per Ordinance No. 2018-05, two Councilmembers will be elected from District 1, and District 3 in November 2020; three Councilmembers will be elected from District 2, District 4, and District 5 in November 2022; and,

WHEREAS, on December 16, 2019, Councilmember Warren Kusumoto resigned from his position on the City Council creating a vacant seat (“Council Vacancy”); and,

WHEREAS, on December 21, 2019, the City Council voted to fill the Council Vacancy by appointment in accordance with Section 502 of Article V. of the Los Alamitos Charter; and,

WHEREAS, on January 14, 2020, the City Council interviewed candidates and voted to appoint Tanya Doby to fill the Council Vacancy; and,

WHEREAS, Councilmember Doby shall serve until the next General Municipal Election in November 2020; and,

WHEREAS, because Councilmember Warren Kusumoto was elected at-large in 2018 for a four-year term ending in 2022, and because Doby’s term will lapse in 2020, absent an amendment to Ordinance No. 2018-05, an at-large election in 2020 would be necessary to fill the the remaining two-year term resulting from the Council Vacancy; and,

WHEREAS, to advance the transition from at-large to by-district elections in the City of Los Alamitos, and in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code), the City Council desires to amend Ordinance 2018-05 to provide for the election of three, rather than two, Councilmembers by-district in November 2020.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES

ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Amendment to Sequence of District Elections. Section 2(C) of Ordinance No. 2018-005 is hereby amended to read as follows (new text in underline, deleted text in ~~strikethrough~~).

C. Sequence of Elections. Commencing with the November 2020 General Municipal Election, and every four years thereafter, the following three ~~two~~ Council districts shall be elected by-district: District 1, District 2, and District 3. Commencing with the November 2022 General Municipal Election, and every four years thereafter, the following two ~~three~~ Council districts shall be elected by-district: ~~District 2~~; District 4; and District 5.

SECTION 3. Except as expressly modified above, Ordinance No. 2018-05 shall remain unchanged and in full force and effect.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 17th day of February, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2020-02 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of January, 2020 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 17th day of February, 2020, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

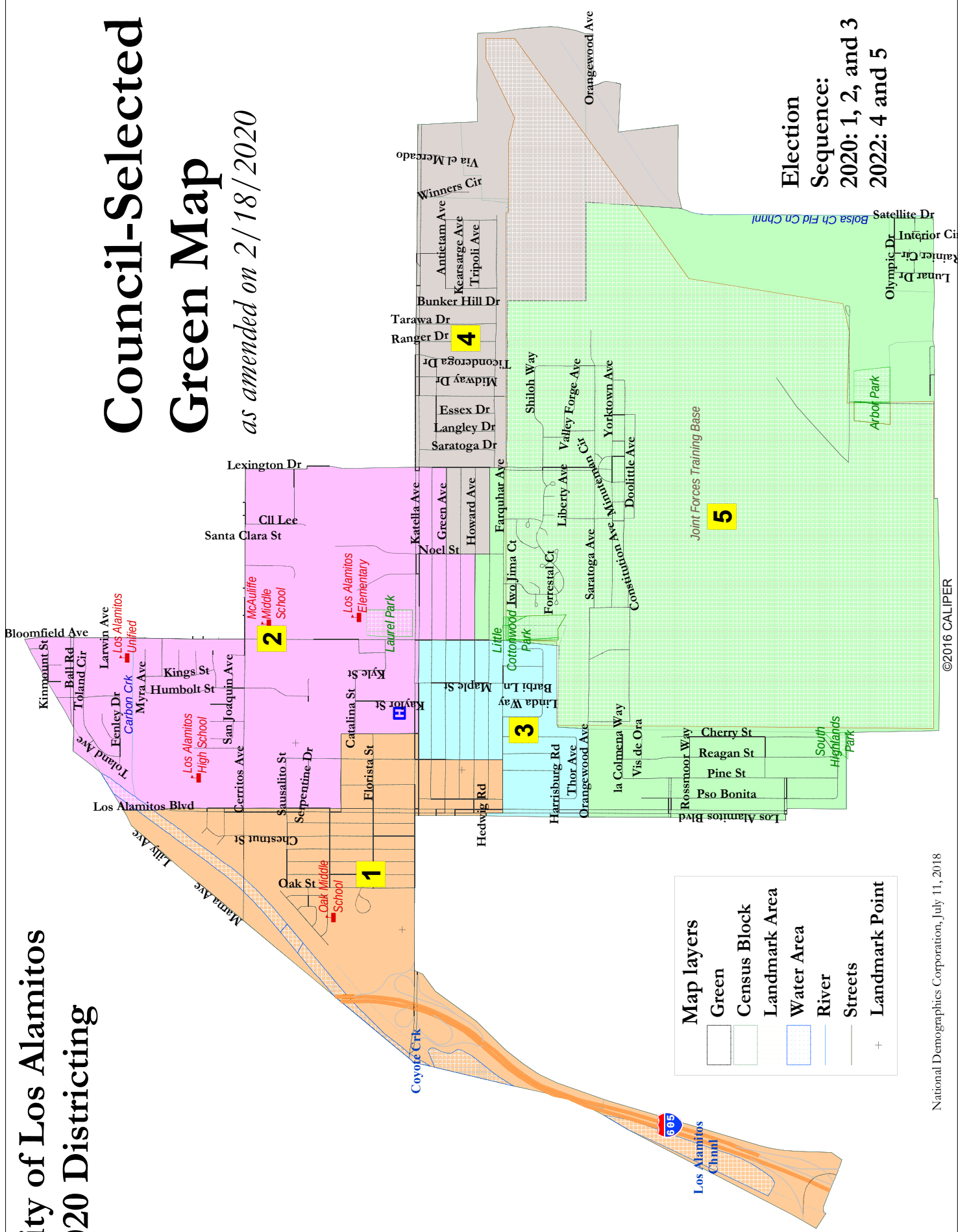
Exhibit A

City of Los Alamitos Council District Map

City of Los Alamitos 2020 Districting

Council-Selected Green Map

as amended on 2/18/2020



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 12A

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

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Reconsideration of City Council Member Appointments as Representatives to other Agencies and City Committees for 2020

SUMMARY

On January 14, 2020, the City Council appointed Tanya Doby to fill the vacant position created by former Council Member Warren Kusumoto's resignation on December 16, 2019. This report provides relevant information for the City Council's reconsideration of annual appointments of Council Members as representatives to other Agencies.

RECOMMENDATION

Nominate and vote for appointments regarding the Representatives to Other Agencies and City Committees.

BACKGROUND

City Council Members represent the City on various County and regional boards and committees. These external bodies range from the League of California Cities to the Orange County Transportation Authority. The issues and topics covered by these bodies range from housing to police dispatch services. Appointees serve as voting members on some of these boards and committees.

City Council considered these appointments on December 16, 2020 and directed Staff to bring the item back for reconsideration after the vacant Council position has been filled.

DISCUSSION

It would be appropriate for the City Council to review its current appointments and consider new appointments and reappointments. All City Council appointments should be reviewed and voted upon this evening.

Orange County Mosquito and Vector Control District

Mayor Pro Tem Chirco's position on the Orange County Mosquito and Vector Control District's Board will expire this month. Council will need to appoint someone to fill this position and designate a one or two year term for the appointment.

Mayor Pro Tem Chirco has advised he would be willing to step down from one of his Committee assignments on OCMVCD or the Orange County Library Advisory Board to allow newly appointed Council Member Tanya Doby additional opportunities.

FISCAL IMPACT

None.

Submitted By: Windmera Quintanar, MMC, City Clerk

Approved By: Les Johnson, Interim City Manager

Attachment: 1. City Council Appointments including stipends (2020)

2020 City Council Representatives to Other Agencies and Ad Hoc Committees

AGENCY	MEETING INFORMATION	STIPEND INFORMATION	2020	
			Delegate	Alternate
Orange County Fire Authority - Board of Directors 1 Fire Authority Road Irvine, CA 92602 Contact: Sherry Wentz (714) 573-6040 Email: sherrywentz@ocfa.org	6:00 p.m. 4th Thursday of every third month All Board Members may serve on 1 of 3 Board appointed Committees. Appointments need to be adopted in a Council Resolution.	\$100 per meeting, no more than 3 meetings/mo. Limit of 1 stipend per day, paid quarterly Delegate and Alternate both eligible for stipend; however, only 1 member paid per meeting	Hasselbrink	n/a
Orange County Sanitation District - Board of Directors 10844 Ellis Avenue Fountain Valley, CA 92708 Contact: Kelly A. Lore (714) 593-7433 Email: klore@ocsd.com	6:00 p.m. 4th Wednesday of Every Month All Board Members may serve on Board Appointed Committees which meet monthly.	\$212.50 per meeting, per day Delegate and Alternate both eligible for stipend; however, only 1 member paid per meeting. Maximum meetings: Directors (6) Chairman (10)	Murphy	Grose
Orange County Mosquito Vector Control District 13001 Garden Grove Blvd. Garden Grove, CA 92643 Contact: Tawnia Pett (714) 971-2421 x 166 Email: TPett@ocvector.org	3:00 p.m. 3rd Thursday of every month All Board Members may serve on 1 out of 5 Board appointed committees which meet as needed.	\$100/per board meeting (used to be 100\$ per month in lieu of travel) Board Meetings Only	Chirco Appointed 12/18/17 Two year term	
League of California Cities - State Division 1400 K. Street, Suite 400 Sacramento, CA 95814 Contact: Megan Dunn (916) 658-8291 Email: mdunn@cacities.org	Annual Conference requires additional vote for Voting delegate and alternative.	Annual Membership Fee No stipend	Murphy	Chirco
City Selection Meeting Administered by the OC Clerk of the Board Contact: Jamie Ross (714) 834-2206 Email: jamie.ross@ocgov.com	City practice is to have the Mayor as the delegate and any member of the Council as the alternate. The appointment needs to be sent in writing.	No stipend	Murphy	Chirco
Orange County Library Advisory Board 345 E. Main Street Tustin, CA 92780 Contact: Alejandro Martinez (714) 566-3011 Email: Alejandra.martinez@occr.ocgov.com	Meets 4 times a year (dates TBD) Tustin Branch Library - Community Room	No stipend	Chirco	Murphy
West Cities Communications Center -JPA Board 911 Seal Beach Blvd. Seal Beach, CA 90740 Contact: Stephanie Smith (562) 594-7232 Email: ssmith@west-comm.org	4:30 p.m. 3rd Tuesday in May, and November.	No stipend	Grose	Murphy

2020 City Council Committees

AGENCY	MEETING INFORMATION	STIPEND INFORMATION	2020	
			Delegate	Delegate
Budget Standing Committee	Meets on an As-Needed Basis Standing Committee	No stipend	Chirco	Hasselbrink
City Manager Appointment Ad-Hoc	Meets on an As-Needed Basis Ad Hoc Appointed by Minute Action on 7/14/19	No stipend	Chirco	Hasselbrink

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2020

ITEM NUMBER: 14A

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

Presented By: Michael S. Daudt, City Attorney

Subject: City Manager Employment Agreement

SUMMARY

Following the conclusion of labor negotiations, the City Council will consider approval of a City Manager Employment Agreement.

RECOMMENDATIONS

1. Receive a verbal summary of the proposed City Manager Employment Agreement; and,
2. Authorize the Mayor to execute the City Manager Employment Agreement in a form approved by the City Attorney.

DISCUSSION

If the City Council elects to consider approval of the City Manager Employment Agreement, the proposed agreement will be made available to the public upon request after the closed session discussion, during the public City Council meeting. State law requires that a verbal summary of the proposed agreement be provided in open session before the City Manager Employment Agreement is approved. The City Attorney will provide the required summary.

**ADDITIONAL INFORMATION WILL BE MADE AVAILABLE AT
THE JANUARY 21, 2020 CITY COUNCIL MEETING
FOLLOWING THE CONCLUSION OF LABOR NEGOTIATIONS**