

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, September 19, 2022 – 6:00 PM

SAFETY ALERT – NOTICE REGARDING COVID-19

If you wish to attend the City Council meeting in person, the Council Chamber located at 3191 Katella Ave., Los Alamitos, California 90720, will have seating for this meeting and the public shall have the right to observe and offer public comment at this location. **The City of Los Alamitos continues to follow the Centers for Disease Control and Prevention (CDC) guidelines and these provisions are subject change with short notice.**

While you may attend this meeting in person, given the health risks associated with COVID-19, please be advised that you may submit comments on any agenda item or on any item not on the agenda by email to cityclerk@cityoflosalamitos.org with the subject line "PUBLIC COMMENT". Comments **received by 3:00 p.m.** will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting but the official record will include all email comments received until the close of the meeting. You may also view the meeting live on local cable channel 3.

Please consider carefully before attending this meeting in person and do not attend this meeting in person if you have had direct contact with someone who has tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms.

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby

Council Member Chirco
Council Member Nefulda

3. PLEDGE OF ALLEGIANCE

Council Member Chirco will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Hasselbrink will give the Invocation.

5. MOMENT OF REMEMBRANCE FOR COUNCIL MEMBER RON BATES

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. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from August 2, 2022 to September 6, 2022.

Recommendation:

Ratify the Warrants for the period from August 2, 2022 to September 6, 2022 in the amount of \$1,755,321.60.

Roll Call

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

8. 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 (Administration)

Approve the City Council Minutes for the Regular meeting on August 15, 2022 and the Special meeting on August 25, 2022.

B. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (Administration)

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at

least every thirty (30) days.

Recommendation:

Make the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

C. Resolution No. 2022-29 - Designation of City Treasurer (Finance)

This report seeks consideration of a resolution designating Finance Director Craig Koehler as City Treasurer.

Recommendation:

Adopt Resolution 2022-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CRAIG KOEHLER, FINANCE DIRECTOR, AS CITY TREASURER OF THE CITY OF LOS ALAMITOS AND REPEALING RESOLUTION NO. 2020-04 IN ITS ENTIRETY."

D. Resolution No. 2022-28 - Annual Investment Policy (Finance)

This report provides the Council with an update of the City's Investment Policy and consideration of amendments for allowable investments per State Government Code.

Recommendation:

Adopt Resolution No. 2022-28, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED SEPTEMBER 2022."

E. Approval fo the Revised Request for Proposals (RFP) 2022-02 Sterns Park Improvement Project (Development Services)

This item facilitates the solicitation of bids for contractual services for the design, preparation of plans and specifications, engineer's estimate, construction management, and inspection services for the Sterns Park Improvement Project (RFP 2022-02)

Recommendation:

1. Approve the Request for Proposals (RFP) 2022-02 for the design, preparation of plans and specifications, engineer's estimate, construction management and inspection services for the Sterns Park Improvement Project; and,
2. Authorize Staff to advertise and solicit bid proposals.

F. Professional Services Agreement for Crossing Guard Services with All City Management Services (Police)

The City of Los Alamitos has outsourced crossing guard services to All City Management Services (ACMS) since FY 2016-2017. ACMS has successfully and effectively provided crossing guard services since that time. Staff is supportive of continuing this relationship into the next fiscal year. If approved, the proposed amendment would extend the term of the Professional Services Agreement with ACMS for an additional (1) one-year term which will expire June 30, 2023.

Recommendation:

Authorize the Mayor to execute Amendment 3 to the Profession Services Agreement for crossing guard services with All City Management Services in the amount of \$108,304.56 with a term expiring June 30, 2023.

G. Award of Bid for the Briggeman Drive Street Improvements (CIP No. 22/23-03) (Development Services)

This item recommends awarding a bid to United Paving Company to begin the Briggeman Drive Street Improvements Project (CIP 22/23-03).

Recommendation:

1. Award of contract for the Briggeman Drive Street Improvements Project (CIP 22/23-03) in the amount of \$133,930.00 to United Paving Company; and,
2. Authorize the Mayor to execute the contract with United Paving Company 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 20% or \$26,786.00.

H. Notice of Completion (NOC) for CDBG Howard Avenue and Bloomfield Street Improvement (CIP No. 21/22-04) (Development Services)

The CDBG Howard Avenue and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04) incorporated the construction of grinding and overlay work along Howard Avenue (Noel Street to Lexington Drive) and also on Bloomfield Street (Farquhar Avenue to Katella Avenue) as part of the City's ongoing pavement management program. The project is now complete.

Recommendation:

1. Accept as complete the construction by Hardy and Harper, Inc. for the CDBG Howard Avenue and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$11,091.49, thirty-five (35) days after recordation of the Notice of Completion.

I. Notice of Completion (NOC) for the Citywide Signing and Striping Improvements on Various Streets FY 21/22 (CIP 21/22-02) (Development Services)

The Citywide Signing and Striping Improvements on Various Streets FY 21/22 (CIP 21/22-02) incorporated the signing and pavement/street striping per plan. The citywide pavement/street striping program assists in maintaining safe and up-to-date signing, striping and pavement markings that comply with current Federal and State standards. The project consisted of the installation of new pavement striping in the Old Town West Neighborhood, Old Dutch Haven Neighborhood, and also within, Briggeman Drive, Sausalito Street, and Cerritos Avenue as recommended by the Traffic Commission and approved at the February 28, 2022 City Council meeting. The project is now complete.

Recommendation:

1. Accept as complete the construction by Superior Pavement Markings for the Citywide Signing and Striping Improvements on Various Streets FY 21/22 (CIP 21/22-02); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$4,104.40, thirty-five (35) days after recordation of the Notice of Completion.

J. 2021-2022 Orange County Grand Jury Report titled "How is Orange County Addressing Homelessness?" (Administration)

This report contains the City's response to 2021-2022 Orange County Grand Jury Report titled "How is Orange County Addressing Homelessness?"

Recommendation:

1. Approve the attached response to the Orange County Grand Jury report titled "How is Orange County Addressing Homelessness?", and,
2. Authorize the Mayor to sign the response letter on behalf of the City Council.

K. Orange County Grand Jury Report titled "Where Have All the CRVs Gone?" (Administration)

Response to the June 28, 2022, Orange County Grand Jury Report titled "Where Have All the CRVs Gone?"

Recommendation:

1. Approve the attached response to the Orange County Grand Jury report titled "Where Have All the CRVs Gone?", and,
2. Authorize the Mayor to sign the response letter on behalf of the City Council.

9. ADJOURNMENT

The City Council will adjourn in memory of Ronald R. Bates.

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



Windmera Quintanar, MMC, City Clerk
Dated: September 14, 2022

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 7A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic funds transfers for the period from August 2, 2022 to September 6, 2022.

RECOMMENDATION

Ratify the Warrants for the period from August 2, 2022 to September 6, 2022 in the amount of \$1,755,321.60.

BACKGROUND

The expenditures noted within this Warrant Register conform to the budget approved by the City Council.

DISCUSSION

The Director of Finance certifies the accuracy of the attached register and to the availability of monies for payment thereof.

FISCAL IMPACT

The grand total of \$1,755,321.60 represents checks and electronic fund transfers for the period August 2, 2022 to September 6, 2022.

Attachment: 1. Warrants - September 6, 2022

CITY OF LOS ALAMITOS

A/P Warrants

SEPTEMBER 19, 2022

To Ratify

Pages:

1	\$	600.00	Advanced Warrant	08/02/2022
2-12	\$	701,911.55	Warrant	08/10/2022
13	\$	2,548.00	Advanced Warrant	08/18/2022
14-19	\$	350,697.99	Warrant	08/25/2022
20	\$	9,026.78	September Retirees	09/01/2022
21	\$	215,738.60	Payroll	08/05/2022
22	\$	103,108.43	Benefits & Withholdings	08/05/2022
23	\$	199,851.23	Payroll	08/19/2022
24	\$	171,839.02	Benefits & Withholdings	08/19/2022

Grand Total \$ 1,755,321.60

The attached Warrant Register containing checks and electronic funds transfers for the period from August 2, 2022 to September 6, 2022, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

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

Certified by Craig Koehler, Finance Director



this 6th day of September, 2022

ADVANCED WARRANTS 08/02/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GIANNA NANETTE SPIEGEL	NATIONAL NIGHT OUT - BAND	GENERAL FUND	COMMUNITY OUTREACH	€00.00
			TOTAL:	€00.00

===== FUND TOTALS =====
 10 GENERAL FUND €00.00

 GRAND TOTAL: €00.00

WARRANTS 06/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	2021 CHARGER - ADD ONS	GARAGE FUND	GARAGE	2,003.66
			TOTAL:	2,003.66
AMERICAN RENTALS	CONCRETE RENTAL FOR BLOOM	GENERAL FUND	STREET MAINTENANCE	293.94
			TOTAL:	293.94
FIELDMAN, BOLAPP & ASSOCIATES, INC.	ANN DISCLOSURE FILING 03/2	GENERAL FUND	FINANCE	802.50
			TOTAL:	802.50
ERIC ARROYO	BKGRD & TRAVEL EXP -PD	GENERAL FUND	NON-DEPARTMENTAL	2,256.73
			TOTAL:	2,256.73
BARBARA BANNERMAN	YOGH W/ BARBARA DROP IN 7/	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA W/ BARBARA DROP IN 7/	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA W/ BARBARA DROP IN 7/	GENERAL FUND	SPECIAL CLASSES	19.50
			TOTAL:	39.00
BORDIN SEMMER, LLP	BORDIN SEMMER, LLP SHTT #7 SELF INSURANCE TRU INSURANCE			430.50
			TOTAL:	430.50
JHM SUPPLY, INC.	IRR SUPPLIES FOR REPAIR	GENERAL FUND	STREET MAINTENANCE	389.93
	IRR SUP FOR MAIN LINE AT S	GENERAL FUND	PARK MAINTENANCE	64.92
	IRR SUP FOR MAIN LINE LEAK	GENERAL FUND	PARK MAINTENANCE	54.00
	IRR PARTS FOR LEAK REPAIR	GENERAL FUND	BUILDING MAINTENANCE	218.66
			TOTAL:	727.51
CDW GOVERNMENT, INC.	KENSINGTON TB3 USB-C	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,231.56
			TOTAL:	1,231.56
CHARLES ABBOTT ASSOCIATES, INC.	LOS AL WQHP REVIEW SVC 6/2	GENERAL FUND	NON-DEPARTMENTAL	362.50
			TOTAL:	362.50
CINDY GRISWOLD	CPR FOR ADULT, CHILD, & IN	GENERAL FUND	SPECIAL CLASSES	133.90
	CPR FOR ADULT, CHILD, & IN	GENERAL FUND	SPECIAL CLASSES	63.70
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	66.95
			TOTAL:	264.55
CLEANSTREET	JUNE 2022 STREET SWEEPING	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
CLERKIN, SINCLAIR & MAHFOUZ LLP	SETTLEMENT W/ STATE FARM C SELF INSURANCE TRU INSURANCE			2,518.93
			TOTAL:	2,518.93
COUNTY OF ORANGE TREASURER-TAX	OCSD TECH DIVISION QTR FY2	GENERAL FUND	COMMUNICATIONS TECHNOL	4,953.00
			TOTAL:	4,953.00
CROSTOWN ELECTRICAL & DATA, INC.	KATELLA AVE 7 WINNERS CIRC	GENERAL FUND	STREET MAINTENANCE	292.50
	KATELLA AVE & WINNERS CIRC	GENERAL FUND	STREET MAINTENANCE	1,052.00
	KATELLA AVE & NOEL ST JUNE	GENERAL FUND	STREET MAINTENANCE	351.00
	BLOOMFIELD AVE & CARBON CR	GENERAL FUND	STREET MAINTENANCE	117.00
	KATELLA AVE & CHERRY ST JU	GENERAL FUND	STREET MAINTENANCE	307.97
	LOS AL BLVD SAUSALITO ST M	GENERAL FUND	STREET MAINTENANCE	117.00
	BLOOMFIELD ST & KATELLA AV	GENERAL FUND	STREET MAINTENANCE	234.00
	CITY HALL/GTE ENTRANCE & C	GENERAL FUND	STREET MAINTENANCE	234.00
	PREVENTIVE MAINT JULY 2022	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	4,175.47

WARRANTS 08/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DARSHINI AITHAL	WATERCOLOR PAINTING	GENERAL FUND	SPECIAL CLASSES	438.10
			TOTAL:	438.10
ENTERPRISE FM TRUST	MON LEASE CHGS - JULY 2022	GARAGE FUND	GARAGE	2,308.67
			TOTAL:	2,308.67
INTEGRITY NEWSPAPER INC.	REDIST PH #1 ENGLISH	GENERAL FUND	ADMINISTRATION	350.00
	REDIST PH #1 SPANISH	GENERAL FUND	ADMINISTRATION	380.00
	REDIST PH #1 KOREAN	GENERAL FUND	ADMINISTRATION	380.00
	REDIST PH #1 VEITNAMESE	GENERAL FUND	ADMINISTRATION	345.00
	PUBLIC NOTIC - PROP AUCTIO	GENERAL FUND	INVESTIGATION	50.00
	NOTICE OF PUBLIC HEARING	GENERAL FUND	INVESTIGATION	285.00
	74488 CATCH BASIN CIP 18/1	GENERAL FUND	PLANNING	516.00
	BLOCK GRANTS	GENERAL FUND	PLANNING	130.50
	CITY OF LOS AL HOUSING	GENERAL FUND	PLANNING	272.16
	PUBLIC NOTICE : 117392	GENERAL FUND	PLANNING	340.00
	PUBLIC NOTICE: 117393	GENERAL FUND	PLANNING	265.00
	PUBLIC NOTICE: 117394	GENERAL FUND	PLANNING	250.00
			TOTAL:	3,563.66
FIRST STUDENT, INC.	BUS TRAN FOR DAY CAMP EXCU	GENERAL FUND	DAY CAMP	803.77
			TOTAL:	803.77
CARRI FOX	LINE DANCE W/ FOX DROP IN	GENERAL FUND	SPECIAL CLASSES	21.00
	LINE DANCE W/ FOX DROP IN	GENERAL FUND	SPECIAL CLASSES	21.00
	LINE DANCE W/ FOX DROP IN	GENERAL FUND	SPECIAL CLASSES	17.50
	LINE DNACE W/ FOX DROP IN	GENERAL FUND	SPECIAL CLASSES	24.50
			TOTAL:	84.00
GANAHL LUBBER COMPANY	SUP FOR CAGE AROUND WTR BK	GENERAL FUND	PAK MAINTENANCE	129.69
	PAINT SUP FO PD LOUNGE	GENERAL FUND	BUILDING MAINTENANCE	26.83
	LIGHTING SUP FOR COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	22.52
	PAINT SUPPLIES - PD	GENERAL FUND	BUILDING MAINTENANCE	191.05
			TOTAL:	370.49
GOLD COAST FENCE INC.	CITY HALL SECURITY FENCE	GENERAL FUND	BUILDING MAINTENANCE	13,000.00
	ELECTRIC GATE STRIKES ON G	GENERAL FUND	BUILDING MAINTENANCE	2,895.00
			TOTAL:	15,895.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,087.04
			TOTAL:	1,087.04
GRADY NEAL SHELTON	SP EVENT LOS AL FAIR	GENERAL FUND	SPECIAL EVENTS	2,500.00
			TOTAL:	2,500.00
GRANITE DATA SOLUTIONS	DELL NETWORKING 1U PART	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	133.26
			TOTAL:	133.26
HARDY & HARPER	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	4,191.87-
	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	4,191.87-
	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	1,172.50-
	APT ROL HOWARD ST - CDBG	C.D.B.G	CAPITAL PROJECTS	83,837.44
	APT ROL BLOOMFIELD -CDBG	C.D.B.G	CAPITAL PROJECTS	83,837.43
	ADA CURB RAMPS	MEASURE M	CAPITAL PROJECTS	23,450.00
			TOTAL:	181,568.63

WARRANTS 08/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HI-WAY SAFETY, INC.	24 MN SIGN FOR TRAFFIC ORD	GENERAL FUND	STREET MAINTENANCE	\$2.64
			TOTAL:	\$2.64
JARED E. LLOYD	HCE DROP IN 7/5	GENERAL FUND	SPORTS	80.00
	HCE DROP IN 7/7	GENERAL FUND	SPORTS	112.00
	HCE DROP IN 7/10	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 7/12	GENERAL FUND	SPORTS	56.00
	HCE DROP IN 7/24	GENERAL FUND	SPORTS	96.00
	HCE DROP IN 7/26	GENERAL FUND	SPORTS	112.00
			TOTAL:	528.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SVCS - AUG 2022	SELF INSURANCE	TRU INSURANCE	1,153.13
			TOTAL:	1,153.13
YING LIU	PORTRAIT WKSHOP DROP IN 7/	GENERAL FUND	SPECIAL CLASSES	97.50
	PORTRAIT WKSHOP DROP IN 7/	GENERAL FUND	SPECIAL CLASSES	117.00
	PORTRAIT WKSHOP DROP IN 7/	GENERAL FUND	SPECIAL CLASSES	87.75
			TOTAL:	302.25
MAD SCIENCE OF W. ORANGE COUNTY	MAD SCIENCE OF W. ORANGE C	GENERAL FUND	SPECIAL CLASSES	922.35
	MAD SCIENCE: SECRET AGENT	GENERAL FUND	SPECIAL CLASSES	562.25
			TOTAL:	1,484.60
MISC. VENDOR	ADULT SOCCER REGISTRATION	GENERAL FUND	NON-DEPARTMENTAL	610.00
ESMERALDA ALMAZAN	PRESCHOOL REGISTRATOIN	GENERAL FUND	NON-DEPARTMENTAL	66.00
JOSHUA PARDON	DAY CAMP REGISTRATION	GENERAL FUND	NON-DEPARTMENTAL	301.00
CAROLYN TANAKA	DAY CAMP REGISTRATION	GENERAL FUND	NON-DEPARTMENTAL	276.00
RAYMOND WAGNER			TOTAL:	1,253.00
MOVIES BY KIDS-O.C.	LEGO STAR WARS ANIMATION	GENERAL FUND	SPECIAL CLASSES	1,228.50
			TOTAL:	1,228.50
NORM'S AUTOMOTIVE CENTER, INC.	REPAIRS FOR PD UNIT 48-4	GARAGE FUND	GARAGE	686.80
	LATV VAN SMOG CHECK	GARAGE FUND	GARAGE	55.50
			TOTAL:	742.30
ORKIN SERVICES OF CALIFORNIA, INC.	MTHTLY PEST CARE COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	120.00
			TOTAL:	120.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK - LIL COT	GENERAL FUND	PARK MAINTENANCE	535.00
			TOTAL:	535.00
PETTY CASH	HONOR GRD UNIF ALTERATIONS	GENERAL FUND	POLICE ADMINISTRATION	37.00
	COLLAR PINS FOR HONOR GRD	GENERAL FUND	POLICE ADMINISTRATION	56.50
	CHAMBER BREAKFAST	GENERAL FUND	POLICE ADMINISTRATION	25.00
	GANAHL LUMBER	GENERAL FUND	POLICE ADMINISTRATION	20.01
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	88.43
	TUITION FOR ARREST & CTL	GENERAL FUND	POLICE ADMINISTRATION	15.00
	COURT PARKING	GENERAL FUND	INVESTIGATION	3.00
	CHILD RIDES-ALONG	GENERAL FUND	COMMUNITY OUTREACH	77.62
	GAS REIMBURSEMENT	GARAGE FUND	GARAGE	61.65
			TOTAL:	384.25
PRINTMASTERS	BUDGET BOOKS FY22/23	GENERAL FUND	FINANCE	437.00
	2ND ORDER 4TH OF JUL VIP P	GENERAL FUND	SPECIAL EVENTS	120.18
			TOTAL:	557.18

WARRANTS 08/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Public Risk Innovation Solutions and M	EXCESS WORKER'S COMP FY22/ TRU INSURANCE	SELF INSURANCE	TOTAL:	182,703.00
				182,703.00
REFLEX TRAFFIC SYSTEMS, INC.	JUL'22 KATELLA & LAB & BLO GENERAL FUND	TRAFFIC	TOTAL:	9,686.16
				9,686.16
SUSAN SAXE-CLIFFORD, PH.D.	PSY EVALUATION	GENERAL FUND	TOTAL:	900.00
				900.00
CHERYL J. SCHNITZER	LINE DANCE BEG/INT 7/18/22 GENERAL FUND	SPECIAL CLASSES	TOTAL:	48.75
				29.25
MCLEAN ENTERPRISES, INC.	COUNCIL REPORTS	GENERAL FUND	TOTAL:	78.00
				322.29
SOCAL AUTO & TRUCK PARTS INC.	BATTERY REPLC FOR PD JREP	GARAGE FUND	TOTAL:	220.86
				197.79
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	TOTAL:	294.27
				29.40
SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE	GENERAL FUND	TOTAL:	137.53
				61.07
SPECTRUM SECURITY GROUP, LLC	CHG DOOR COMBINATION CITY	GENERAL FUND	TOTAL:	14.79
				213.39
SUNNY SLOPE TREES	TREE PURCHASE RESIDENT	GENERAL FUND	TOTAL:	575.00
				96.98
SUPERIOR PAVEMENT MARKINGS, INC.	KATELLA AVE & LOS AL BLVD	GENERAL FUND	TOTAL:	96.98
				9,689.00
TERRA NOVA PLANNING & RESEARCH, INC	HOUSING ELEMENT UPDATE FOR GENERAL FUND	PLANNING	TOTAL:	9,689.00
				9,580.53
WEST PUBLISHING CORPORATION	DETECTIVES: JULY 2022	GENERAL FUND	TOTAL:	9,580.53
				313.27
TIME WARNER CABLE	CABLE SERVICE 8/22	GENERAL FUND	TOTAL:	313.27
				196.75
U.S. BANK	SR PRG DINE & DOUGH HOUSE	GENERAL FUND	TOTAL:	196.75
				103.79
	SR PRG DINE & DOUGH HOUSE	GENERAL FUND	TOTAL:	120.32
				65.42
	SR PRG DINE & DOUGH HOUSE	GENERAL FUND	TOTAL:	107.30
				107.30

WARRANTS 08/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SR PRG - COSTCO LINDA	GENERAL FUND	NON-DEPARTMENTAL	96.49
	SR PRG - PAUL'S PALCE	GENERAL FUND	NON-DEPARTMENTAL	185.63
	SR PRG COSTCO	GENERAL FUND	NON-DEPARTMENTAL	129.67
	SR PRG IN N OUT	GENERAL FUND	NON-DEPARTMENTAL	136.81
	SR PRG CA COCINA SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	179.17
	SR PRG RALPHS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	147.30
	RESTOCK COUNCIL REFRESHMEN	GENERAL FUND	NON-DEPARTMENTAL	54.11
	COUNCIL MEETING MEAL	GENERAL FUND	CITY COUNCIL	50.60
	MTHL SUBSCR OC REGISTER	GENERAL FUND	CITY COUNCIL	10.00
	MTHL SUBSCR ADOBE	GENERAL FUND	ADMINISTRATION	50.98
	GRAPHIC DESIGN SOFTWARE	GENERAL FUND	ADMINISTRATION	12.99
	TECH PRODUCTS (AIRPODS/TV	GENERAL FUND	ADMINISTRATION	434.98
	TECH PRODUCTS - IPAD	GENERAL FUND	ADMINISTRATION	1,417.74
	SMART & FINALS SUPPLIES	GENERAL FUND	ADMINISTRATION	15.64
	GAAP REV RECOGNITION WEBI	GENERAL FUND	FINANCE	298.00
	AMAZON SUPPLIES	GENERAL FUND	FINANCE	71.00
	ADOBE - MONTHLY SUBSCRIPTI	GENERAL FUND	FINANCE	14.99
	ADOBE - MONTHLY SUBSCRIPTI	GENERAL FUND	FINANCE	14.99
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	10.11
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	26.28
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	24.02
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	19.10
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	16.03
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	381.11
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	17.47-
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	25.00
	SMART & FINALS SUPPLIES	GENERAL FUND	FINANCE	65.52
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	13.13
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	26.16
	AMAZON OFFICE SUPPLIES	GENERAL FUND	FINANCE	113.56
	BBO GRILL COVER	GENERAL FUND	POLICE ADMINISTRATION	52.40
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	404.12
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	14.99
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	25.55
	TONER FOR DEPT SECRETARY P	GENERAL FUND	POLICE ADMINISTRATION	262.08
	RECEPTION CAKE FOR OFFICER	GENERAL FUND	POLICE ADMINISTRATION	19.98
	MADD AWARD LUCHEON	GENERAL FUND	POLICE ADMINISTRATION	183.00
	LAMINATOR AND LAMINATING S	GENERAL FUND	POLICE ADMINISTRATION	85.25
	WELLNESS TRAINING	GENERAL FUND	POLICE ADMINISTRATION	25.00
	WIRELESS KEYBOARDS	GENERAL FUND	POLICE ADMINISTRATION	65.52
	RETURN SHIPPING CHARGE	GENERAL FUND	POLICE ADMINISTRATION	82.25
	MEAL CHARGE	GENERAL FUND	POLICE ADMINISTRATION	2.00
	SHIPPING CHARGES/RETURN LA	GENERAL FUND	POLICE ADMINISTRATION	17.40
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	8.70
	HOUSE PADS FOR REPORT WRIT	GENERAL FUND	PATROL	28.38
	INK FOR REPORT WRITING PR	GENERAL FUND	PATROL	122.36
	CD'S	GENERAL FUND	PATROL	54.60
	BATTERIES	GENERAL FUND	PATROL	24.28
	CD'S	GENERAL FUND	PATROL	59.85
	INK FOR REPORT WRITING PRI	GENERAL FUND	PATROL	145.15
	INK FOR REPORT WRITING PA	GENERAL FUND	PATROL	126.10
	DIGITAL RECORDERS	GENERAL FUND	PATROL	195.64
	BATTERIES	GENERAL FUND	PATROL	149.30
	CELL PHONE SCREEN PROTECTO	GENERAL FUND	PATROL	19.98
	INK FOR REPORT WRITING PRI	GENERAL FUND	PATROL	132.73
	TONER FOR WATCH COMMANDER	GENERAL FUND	PATROL	74.17

WARRANTS 08/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CUPS FOR JAIL	GENERAL FUND	PATROL	36.04
	HONOR GUARD HOLSTER	GENERAL FUND	PATROL	99.15
	BADGE PATCHES	GENERAL FUND	PATROL	398.00
	USB HUB	GENERAL FUND	INVESTIGATION	31.66
	NATIONAL GANG VIOLENCE CON	GENERAL FUND	INVESTIGATION	425.00
	NATIONAL GANG VIOLENCE CON	GENERAL FUND	INVESTIGATION	425.00
	INVEST INTERVIEW & INTER I	GENERAL FUND	INVESTIGATION	575.00
	LABELS	GENERAL FUND	RECORDS	58.10
	BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	168.54
	BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	63.31
	BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	291.59
	BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	219.77
	BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	64.75
	BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	45.87
	BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	30.11
	CR BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	121.84-
	CR BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	22.15-
	CR BIKE PATROL EQUIPMENT	GENERAL FUND	COMMUNITY OUTREACH	28.14-
	ANNUAL SUBSCRIPTION	GENERAL FUND	COMMUNITY OUTREACH	119.59
	TRAINING FOR R.ACOSTA & V.	GENERAL FUND	COMMUNITY OUTREACH	562.00
	BIKE PATROL HELMETS	GENERAL FUND	COMMUNITY OUTREACH	258.56
	DRAWER ORGANIZER DESK	GENERAL FUND	COMMUNITY DEVEL ADMIN	77.32
	SUPPLIES FOR FRONT DESK	GENERAL FUND	COMMUNITY DEVEL ADMIN	116.24
	KEEP DOOR CLOSED SIGN	GENERAL FUND	COMMUNITY DEVEL ADMIN	33.03
	YOUTUBE TV FOR 06/2022	GENERAL FUND	COMMUNITY DEVEL ADMIN	64.59
	DRINKS FOR BREAKROOM	GENERAL FUND	COMMUNITY DEVEL ADMIN	106.18
	BANKER BOXES FOR DEV SERVI	GENERAL FUND	COMMUNITY DEVEL ADMIN	71.00
	VACUUM & MOUSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	143.59
	ELISHA OFFICE	GENERAL FUND	COMMUNITY DEVEL ADMIN	93.93
	DISINFECTANT WIPES FOR REC	GENERAL FUND	COMMUNITY DEVEL ADMIN	52.40
	FURNITURE FOR DEV SVCS	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,001.12
	FURNITURE DEV SVCS	GENERAL FUND	COMMUNITY DEVEL ADMIN	196.79
	REF FOR CLOSK FOR CITY HAL	GENERAL FUND	COMMUNITY DEVEL ADMIN	82.18-
	LAPD PINK PATCH PROJECT AR	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,196.03
	STICKY NOTES AND TOOLS FOR	GENERAL FUND	PLANNING	17.45
	SUPPLIES FOR TOM	GENERAL FUND	PLANNING	45.90
	SUPPLIES	GENERAL FUND	PLANNING	44.44
	CODE ENFORCEMENT SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	32.65
	PLANTS FOR ISLAND BOX LOS	GENERAL FUND	STREET MAINTENANCE	138.52
	PLANTS FOR ISLAND BOX LOS	GENERAL FUND	STREET MAINTENANCE	244.36
	PLANTS FOR ISLAND BOX LOS	GENERAL FUND	STREET MAINTENANCE	184.61
	AMERICAN FLAGS FOR ISLAND	GENERAL FUND	STREET MAINTENANCE	187.31
	TREE PROTECTORS FOR PLANTI	GENERAL FUND	STREET MAINTENANCE	237.62
	EXTRA CONCRETE FOR PROJECT	GENERAL FUND	STREET MAINTENANCE	58.71
	SHELVING FOR POD CONTAINER	GENERAL FUND	BUILDING MAINTENANCE	395.49
	ICE MACHINE REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	500.00
	STAIN - FRONT DESK FOR TOM	GENERAL FUND	BUILDING MAINTENANCE	16.49
	WORK PANTS FOR CREW	GENERAL FUND	BUILDING MAINTENANCE	447.79
	WORK PANTS FOR PARTI TIMERS	GENERAL FUND	BUILDING MAINTENANCE	152.91
	WORK PANTS FOR CREW	GENERAL FUND	BUILDING MAINTENANCE	305.84
	YRLY FILLING FOR HAZARDOUS	GENERAL FUND	BUILDING MAINTENANCE	45.00
	PODS RENTAL FOR JULY 2022	GENERAL FUND	BUILDING MAINTENANCE	276.26
	OFFICE SUP - WHEEL CHAIR F	GENERAL FUND	RECREATION ADMINSTRAT	149.66
	OFFICE SUPPLIES - BATTERIE	GENERAL FUND	RECREATION ADMINSTRAT	279.84
	SP EVENTS 4TH OF JUL SAM'S	GENERAL FUND	RECREATION ADMINSTRAT	733.05
	DIRECT TV EOC JULY 2022	GENERAL FUND	RECREATION ADMINSTRAT	93.59

WARRANTS 08/16/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LOS AL FOUNDATION SUPPLIES	GENERAL FUND	RECREATION ADMINISTRATION	101.34
	LOS AL FOUNDATION - NAME P	GENERAL FUND	RECREATION ADMINISTRATION	31.25
	OFFICE SUPPLIES - CANNON C	GENERAL FUND	RECREATION ADMINISTRATION	169.27
	SUBSCR - LICENSING MOTION	GENERAL FUND	RECREATION ADMINISTRATION	698.61
	OFFICE DOOR	GENERAL FUND	RECREATION ADMINISTRATION	400.62
	OFFICE DESK	GENERAL FUND	RECREATION ADMINISTRATION	220.67
	OFFICE DOOR	GENERAL FUND	RECREATION ADMINISTRATION	36.04
	OFFICE EQUIPMENT	GENERAL FUND	RECREATION ADMINISTRATION	136.55
	OFFICE EQUIPMENT	GENERAL FUND	RECREATION ADMINISTRATION	27.85
	OFFICE TIME CAPSULE	GENERAL FUND	RECREATION ADMINISTRATION	32.76
	OFFICE TIEM CAPSULE	GENERAL FUND	RECREATION ADMINISTRATION	54.61
	OFFICE SUPPLY	GENERAL FUND	RECREATION ADMINISTRATION	48.06
	STORAGE BINS	GENERAL FUND	RECREATION ADMINISTRATION	35.82
	CORKA BOARD	GENERAL FUND	RECREATION ADMINISTRATION	6.96
	SAFE FOR FRONT DESK	GENERAL FUND	RECREATION ADMINISTRATION	83.02
	ADOBE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRATION	14.99
	ICE MACHINE SCOOP	GENERAL FUND	RECREATION ADMINISTRATION	18.19
	SECURITY VESTS - SUM COMCE	GENERAL FUND	RECREATION ADMINISTRATION	16.38
	SECURITY VESTS - SUM COMCE	GENERAL FUND	RECREATION ADMINISTRATION	16.38
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRATION	22.90
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRATION	11.61
	OFFICE SUPPLIES - NON SLIP	GENERAL FUND	RECREATION ADMINISTRATION	41.44
	COOLER FOR CRAFT ROOM	GENERAL FUND	RECREATION ADMINISTRATION	206.48
	WTR FILTER FOR COMM CTR	GENERAL FUND	RECREATION ADMINISTRATION	98.45
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRATION	37.12
	CONSTANT CONTACT TRIAL PER	GENERAL FUND	RECREATION ADMINISTRATION	60.80
	OFFICE SUPPLIES FOR LAUREN	GENERAL FUND	RECREATION ADMINISTRATION	288.35
	DUES & SUBSCR ADOBE TRINI	GENERAL FUND	RECREATION ADMINISTRATION	14.99
	DUES & SUBSCRIPTIONS - APP	GENERAL FUND	RECREATION ADMINISTRATION	9.99
	DUES & SUBSCR - MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRATION	440.00
	DUES & SUBSCR - ADOBE	GENERAL FUND	RECREATION ADMINISTRATION	29.99
	DUES & SUBSCR - MKT VECTIE	GENERAL FUND	RECREATION ADMINISTRATION	108.00
	OFFICE SUPPLIES - LENS CAP	GENERAL FUND	RECREATION ADMINISTRATION	21.04
	OFFICE SUPPLIES - BKDROP S	GENERAL FUND	RECREATION ADMINISTRATION	151.97
	DUES & SUBSCR - ADOBE PHOT	GENERAL FUND	RECREATION ADMINISTRATION	119.88
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRATION	710.00
	PAC RENTAL - TABLE LINEN D	GENERAL FUND	COMMUNITY SERVICES	16.00
	SUM DAY CAMP SUP - SAH'S C	GENERAL FUND	DAY CAMP	202.66
	DAY CAMP - SANTA ANA ZOO	GENERAL FUND	DAY CAMP	495.00
	DAY CAMP BUTCHER PAPER	GENERAL FUND	DAY CAMP	45.20
	DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	32.40
	DAY CAMP BALLONS	GENERAL FUND	DAY CAMP	29.46
	DAY CAMP EXCURSION HARBOR C	GENERAL FUND	DAY CAMP	195.00
	DAY CAMP CRAFT SUPPLIES	GENERAL FUND	DAY CAMP	120.99
	DAY CAMP FRIDAY ACTIVITY S	GENERAL FUND	DAY CAMP	58.01
	DAY CAMP FRIDAY ACTIVITY S	GENERAL FUND	DAY CAMP	41.61
	DAY CAMP EXCURSION - PIRAT	GENERAL FUND	DAY CAMP	1,392.04
	SNOWCONE SYRUP FOR DAY CAM	GENERAL FUND	DAY CAMP	6.08
	SUMMER DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	328.34
	DAY CAMP - CIT SP EVENT CR	GENERAL FUND	DAY CAMP	36.55
	SUM DAY CAMP CRAFT SUPPLIES	GENERAL FUND	DAY CAMP	6.54
	SUM DAY CAMP CRAFT & SP EV	GENERAL FUND	DAY CAMP	81.89
	ICE FOR DAY CAMP FRI SP EV	GENERAL FUND	DAY CAMP	32.76
	SUM DAY CAMP CRAFT SUPPLIE	GENERAL FUND	DAY CAMP	5.03
	SUM DAY CAMP CRAFT SUPPLIE	GENERAL FUND	DAY CAMP	13.60
	SUM DAY CAMP CRAFT SUPPLIE	GENERAL FUND	DAY CAMP	93.72

WARRANTS 08/10/2022

VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SUM DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	19.63
SUM DAY CAMP SCOOTER'S JUN	GENERAL FUND	DAY CAMP	279.00
SUM DAY CAMP CRAFT SUPPLIE	GENERAL FUND	DAY CAMP	31.84
SUM DAY CAMP CRAFT SUPPLIE	GENERAL FUND	DAY CAMP	15.28
SUM DAY CAMP CRAFT SUPPLIE	GENERAL FUND	DAY CAMP	6.54
REF SAM'S CLUB	GENERAL FUND	DAY CAMP	51.44-
PARKS PRG SUPPLIES	GENERAL FUND	PLAYGROUNDS	154.08
PARKS PRG SUPPLIES	GENERAL FUND	PLAYGROUNDS	51.96
PARKS PRG SUPPLIES	GENERAL FUND	PLAYGROUNDS	68.25
PARKS PRG SUPPLIES	GENERAL FUND	PLAYGROUNDS	39.90
PARKS PRG EXCURSION	GENERAL FUND	PLAYGROUNDS	204.00
PARKS PRG EXCURSION	GENERAL FUND	PLAYGROUNDS	258.00
PARKS PRG EXCURSION	GENERAL FUND	PLAYGROUNDS	45.00
YOUTH SPORTS AWARDS T-BALL	GENERAL FUND	SPORTS	51.75
ADULT SOCCER FIELD FEES	GENERAL FUND	SPORTS	614.38
ADULT SOCCER JERSEYS	GENERAL FUND	SPORTS	332.21
ADULT SOCCER FIELD FEES	GENERAL FUND	SPORTS	823.03
ICE PACKS FOR SPORTS	GENERAL FUND	SPORTS	56.12
ICE PACKS FOR SPORTS	GENERAL FUND	SPORTS	56.13
CHARGER FOR PARKS PROG SPE	GENERAL FUND	SPORTS	10.51
SP KITS AT LAUREL PARK	GENERAL FUND	SPORTS	655.44
PINNIES FOR ADULT SOCCER P	GENERAL FUND	SPORTS	81.53
OFFICE SUPPLIES	GENERAL FUND	SPORTS	141.93
CARDSTOCK FOR ADULT SOCCER	GENERAL FUND	SPORTS	34.40
FIRST AID SUPPLIES	GENERAL FUND	SPORTS	226.70
COMM CTR SUPPLIES	GENERAL FUND	SPORTS	25.07
COMM CTR SUPPLIES	GENERAL FUND	SPORTS	205.71
COMM CTR SUPPLIES	GENERAL FUND	SPORTS	334.43
COMM CTR SUPPLIES	GENERAL FUND	SPORTS	661.28
SP CAMPS - MODERN TWEEN	GENERAL FUND	SPECIAL CLASSES	10.91
SP CAMPS MODERN TWEENS	GENERAL FUND	SPECIAL CLASSES	4.36
SP CAMPS MODERN TWEEN	GENERAL FUND	SPECIAL CLASSES	41.94
PRESCH - READY SET GO DRY	GENERAL FUND	SPECIAL CLASSES	120.00
SP CAMPS - MASTER CHEF SUP	GENERAL FUND	SPECIAL CLASSES	14.98
SP CAMP, YOUTH ART CAMP	GENERAL FUND	SPECIAL CLASSES	164.86
SUP FOR HOME TWEEN ECON C	GENERAL FUND	SPECIAL CLASSES	44.75
SUPPLIES FOR SP CAMPS	GENERAL FUND	SPECIAL CLASSES	13.78
SUPPLIES FOR SP CAMPS	GENERAL FUND	SPECIAL CLASSES	12.97
SUPPLIES FOR SP CAMPS	GENERAL FUND	SPECIAL CLASSES	55.99
SUPPLIES FOR SP CAMPS	GENERAL FUND	SPECIAL CLASSES	44.40
FOOD FOR YOUTH COOKING CAM	GENERAL FUND	SPECIAL CLASSES	11.97
SP CAMP SUPPLIES DINO CAMP	GENERAL FUND	SPECIAL CLASSES	62.17
SP EVENT 4TH OF JUL BACK D	GENERAL FUND	SPECIAL CLASSES	11.98
SP EVENTS 4TH OF JUL CIRPI	GENERAL FUND	SPECIAL EVENTS	8.73
OFFICE SUP - LG LAMINATE P	GENERAL FUND	SPECIAL EVENTS	781.03
4TH OF JULY DECORATIONS	GENERAL FUND	SPECIAL EVENTS	9.65
4TH OF JULY SUP - TACO SUR	GENERAL FUND	SPECIAL EVENTS	878.37
SP EVENTS TEEN EXPO SUPPLI	GENERAL FUND	SPECIAL EVENTS	15.28
SP EVENTS TEEN EXPO SUPPLI	GENERAL FUND	SPECIAL EVENTS	26.21
SP EVENTS TEEN EXPO SUPPLI	GENERAL FUND	SPECIAL EVENTS	12.32
SP EVENTS TEEN EXPO SUPPLI	GENERAL FUND	SPECIAL EVENTS	10.91
SP EVENTS TEEN EXPO SUPPLI	GENERAL FUND	SPECIAL EVENTS	15.28
SP EVENTS 4TH OF JUL SUPPLI	GENERAL FUND	SPECIAL EVENTS	118.48
4TH OF JULY	GENERAL FUND	SPECIAL EVENTS	22.39
EVENT TAPE	GENERAL FUND	SPECIAL EVENTS	114.76
4TH OF JUL	GENERAL FUND	SPECIAL EVENTS	118.80

WARRANTS 08/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	EVENT TAPE	GENERAL FUND	SPECIAL EVENTS	8.72
	PARKS MAKE LIFE BETTER - P	GENERAL FUND	SPECIAL EVENTS	8.73
	PARKS MAKE LIFE BETTER - P	GENERAL FUND	SPECIAL EVENTS	44.85
	4TH OF JUL INFO BOOTH SUPP	GENERAL FUND	SPECIAL EVENTS	13.45
	4TH OF JUL LATRINE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	350.81
	4TH OF JUL REFUND	GENERAL FUND	SPECIAL EVENTS	62.50-
	4TH OF JUL REFUND	GENERAL FUND	SPECIAL EVENTS	56.02-
	4TH OF JUL LATRINE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	48.88
	4TH OF JUL FAM ZONE SUPPLI	GENERAL FUND	SPECIAL EVENTS	11.77
	4TH OF JUL FAM ZONE SUPPLI	GENERAL FUND	SPECIAL EVENTS	82.06
	LUNCH FOR STAFF 4TH OF JUL	GENERAL FUND	SPECIAL EVENTS	53.76
	4TH OF JUL ICE	GENERAL FUND	SPECIAL EVENTS	4.51
	4TH OF JUL - TALBE COVERS	GENERAL FUND	SPECIAL EVENTS	65.61
	4TH OF JULY SETUP SUPPLIES	GENERAL FUND	SPECIAL EVENTS	56.03
	DEPOSIT FOR TRACKLESS TRAI	GENERAL FUND	SPECIAL EVENTS	100.00
	4TH OF JULY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	70.26
	SCHOOLSUPPLIES - DONATION	GENERAL FUND	SPECIAL EVENTS	147.36
	SCHOOLSUPPLIES - DONATION	GENERAL FUND	SPECIAL EVENTS	341.59
	REF FOR DONATION DRIVE SCH	GENERAL FUND	SPECIAL EVENTS	68.70-
	REF FOR DONATION DRIVE	GENERAL FUND	SPECIAL EVENTS	137.48
	DUES & SUBSCR AMAZON PRIME	GENERAL FUND	SPECIAL EVENTS	16.38
	SP EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	491.83
	SP EVENT CABLE TIES ALEJAN	GENERAL FUND	SPECIAL EVENTS	43.25
	TARPS FOR COVERING EQUIPME	GARAGE FUND	GARAGE	93.67
	CLEAN WAVE EXPRESS CAR WAS	GARAGE FUND	GARAGE	10.00
	GASKET FOR COMPRESSOR	GARAGE FUND	GARAGE	12.01
	OIL FILTER FOR PD TAOE 20	GARAGE FUND	GARAGE	18.39
	BATTERY FOR UNIT 48-1	GARAGE FUND	GARAGE	352.58
	WELDING SUPPLIES	GARAGE FUND	GARAGE	84.26
	ALLSTAT PRO PLAN NEW MDC K	GARAGE FUND	GARAGE	151.96
	GUN VAULT FOR CHIEFS CHEV T	GARAGE FUND	GARAGE	653.32
	TREAMMILL FOR PD GYM	POLICE CAPITAL EXP	COMMUNICATIONS TECHNOL	1,092.49
	PD OFFICE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	714.47
	LOBBY SIGN	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	353.62
	DINING CHARIS FOR BREAKRM	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	571.40
	LOBBY SIGN	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	328.11
	FURNITURE FOR PD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	660.42
	FURNITURE FOR PD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	880.91
	FURNITURE FOR PD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	219.42
	FURNITURE FOR PD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	880.92
	FRIDGE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,120.88
	FRIDGE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	18.54-
	WORKSHOP SERIES - ARPA	AMERICAN RESCUE PL	NON - DEPARTMENTAL	14.99
	REFUND - REC SUPPLIES ARP	AMERICAN RESCUE PL	NON - DEPARTMENTAL	24.60-
			TOTAL:	44,248.69
UNITED HOME REMODELING INC.	COMM CNTR-CONSTRUCTION	GENERAL FUND	BUILDING MAINTENANCE	16,500.00
			TOTAL:	16,500.00
VAN DRUFF PRODUCTIONS, INC.	CITY PROMO VIDEO	GENERAL FUND	ADMINISTRATION	5,000.00
			TOTAL:	5,000.00
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	10,040.36
	TAX ADJUSTMENTS	GARAGE FUND	GARAGE	298.34-
			TOTAL:	9,742.02

WARRANTS 08/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,832.79
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	15.00
	BLK MATS FOR COMM CTR & YO	GENERAL FUND	BUILDING MAINTENANCE	803.99
	TOTAL:			2,651.78
WEX HEALTH, INC.	FLEX ADMIN SVCS - JUNE 202	GENERAL FUND	FINANCE	54.00
	TOTAL:			54.00
MICHELE M. WILKOSZ	ADV GUITAR DROP IN 7/11	GENERAL FUND	SPECIAL CLASSES	19.50
	ADV GUITAR DROP IN 7/18	GENERAL FUND	SPECIAL CLASSES	9.75
	TOTAL:			29.25
WILLDAN ENGINEERING	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	4,440.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	25,174.75
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	4,800.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	28,230.25
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	14,514.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	3,150.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	766.50
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	3,080.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	3,133.00
	FY21/22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	2,233.25
	FY21/22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	861.75
	FY21/22 CDBG - BLOOMFIELD	C.D.B.G	CAPITAL PROJECTS	7,000.00
	HOWARD ST PRJ - CDBG	C.D.B.G	CAPITAL PROJECTS	4,800.00
	HOWARD ST PRJ - CDBG	C.D.B.G	CAPITAL PROJECTS	4,717.50
	FY21/22 CDBG BLOOMFIELD &	C.D.B.G	CAPITAL PROJECTS	19,920.00
	NEW DUTCH HAVEN	GAS TAX	CAPITAL PROJECTS	7,097.50
	NEW DUTCH HAVEN	GAS TAX	CAPITAL PROJECTS	7,700.50
	LATV BUILDING	BUILDING IMPROVEME	CAPITAL PROJECTS	195.00
	EMERG GENERATOR	FACILITY CAPITAL E	CAPITAL PROJECTS	633.75
	EMERG GENERATOR	TECHNOLOGY REPLACE	CAPITAL PROJECTS	292.50
	TOTAL:			142,740.25
JOHN KEATING	SP EVENTS - LOS AL SI FAIR	GENERAL FUND	SPECIAL EVENTS	1,500.00
	TOTAL:			1,500.00
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY JUN 2022	GENERAL FUND	CITY ATTORNEY	12,602.70
	PROSECUTOR SVCS JUN 2022	GENERAL FUND	CITY ATTORNEY	4,071.70
	TOTAL:			16,674.40

WARRANTS 08/10/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	246,807.88		
19	C.D.B.G	204,112.37		
20	GAS TAX	14,798.00		
25	BUILDING IMPROVEMENT	135.00		
26	MEASURE M	23,450.00		
50	GARAGE FUND	16,657.18		
51	POLICE CAPITAL EXPENSES	1,092.49		
52	FACILITY CAPITAL EXPENSES	633.75		
53	TECHNOLOGY REPLACEMENT	7,368.93		
54	SELF INSURANCE TRUST	186,805.56		
56	AMERICAN RESCUE PLAN ACT	9.61CR		
GRAND TOTAL:		701,911.55		

ADVANCED WARRANTS 08/18/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ORANGE COUNTY CLERK-RECORDER	2022 ENVR. FEES- DEPT WILD GENERAL FUND		PLANNING	2,548.00
			TOTAL:	2,548.00

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

10 GENERAL FUND	2,548.00

GRAND TOTAL:	2,548.00

WARRANTS 08/25/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	OUTFIT DURANGO	GARAGE FUND	GARAGE	2,730.79
	2021 CHARGER - ADD ONS	GARAGE FUND	GARAGE	275.31
	TOTAL:			3,006.10
ALL AMERICAN SIGN COMPANY	DIGITAL DECALS - BIKE FPA GENERAL FUND		PATROL	302.78
	TOTAL:			302.78
AMERICREDIT FINANCIAL SERVICES, INC	CHEV TRUCK TAHOE PMT FY22/	GARAGE FUND	GARAGE	1,159.21
	TOTAL:			1,159.21
ANDERSON ELECTRICAL & LIGHTING SERVICE	OAK FIELD LIGHTS REPAIR	GENERAL FUND	SPORTS	1,100.00
	TOTAL:			1,100.00
ANIMAL PEST MANAGEMENT SERVICES	COPPER TREATMENT AT CITY P	GENERAL FUND	PARK MAINTENANCE	490.00
	TOTAL:			490.00
THE BANK OF NEW YORK MELLON TRUST CO.	INT PAYABLE 2015 COP	LAUREL PARK DEBT S	NON-DEPARTMENTAL	63,784.38
	PRINCIPAL PAYABLE 2015 COP	LAUREL PARK DEBT S	NON-DEPARTMENTAL	85,000.00
	TOTAL:			148,784.38
BORDIN SEMMER, LLP	KEENAN STMT #8	SELF INSURANCE TRU	INSURANCE	635.50
	TOTAL:			635.50
CALIFORNIA BUILDING STANDARDS	CBSC GRN FEES Q1 JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	94.00
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	9.40
	TOTAL:			84.60
CALIFORNIA CITY MANAGEMENT FOUNDATION	CCMF - GEN MEMBERSHIP RENE	GENERAL FUND	ADMINISTRATION	400.00
	TOTAL:			400.00
CARD INTEGRATORS CORPORATION	3 POLICE ID CARDS	GENERAL FUND	POLICE ADMINISTRATION	35.54
	TOTAL:			35.54
CITY OF LONG BEACH	ANNUAL CTL Q4 SVCS 4/1 - 6	GENERAL FUND	FINANCE	20,264.00
	TOTAL:			20,264.00
CLERKIN, SINCLAIR & MAHFOUZ LLP	PROPERTY DAMAGES	SELF INSURANCE TRU	INSURANCE	2,518.93
	TOTAL:			2,518.93
CONTAINER ALLIANCE COMPANY	STORAGE CONTAINER	GENERAL FUND	BUILDING MAINTENANCE	7,794.55
	TOTAL:			7,794.55
COSTAR REALTY INFORMATION, INC.	REAL ESTATE INFORMATION 8/2	GENERAL FUND	ADMINISTRATION	750.00
	TOTAL:			750.00
CROWN TROPHY	OFFICE SUPPLIES - EMP QTR	GENERAL FUND	RECREATION ADMINISTRATION	12.93
	TOTAL:			12.93
DELL MARKETING L.P.	VLA ENTERPRISE OFFICE 365	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	22,362.00
	TOTAL:			22,362.00
DEPARTMENT OF CONSERVATION	SNIP FEES Q2 FY21/22	GENERAL FUND	NON-DEPARTMENTAL	624.90
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	31.25
	TOTAL:			593.65
DIGITAL SCEPTER CORPORATION	THREAT PREVENTION SUBSCR R	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	3,665.74

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ECOFERT, INC.	FERTIGATION SVC CITY PKS	GENERAL FUND		3,665.74
	FERTIGATION SVC CITY PKS M	GENERAL FUND		€30.00
	FERTIGATION SVC PARKS JUNE	GENERAL FUND		€30.00
	FERTIGATION SVC CITY PARK	GENERAL FUND		€30.00
	TOTAL:			2,520.00
EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLD INS APR-JUN 2022	SELF INSURANCE TRU	INSURANCE	1,128.00
	TOTAL:			1,128.00
ENTERPRISE FM TRUST	MONTHLY LEASE CHRGS - AUG	GARAGE FUND	GARAGE	5,593.15
	TOTAL:			5,593.15
EURMAX CANOPY, INC	CUSTOM CANOPY ORDER	GENERAL FUND	SPECIAL EVENTS	1,355.63
	TOTAL:			1,355.63
INTEGRITY NEWSPAPER INC.	COUNCIL BUDGET PH	GENERAL FUND	CITY COUNCIL	150.00
	COUNCIL HOUSING ELEMENT	GENERAL FUND	CITY COUNCIL	330.00
	INTRO ORD 2022-04 MILITARY	GENERAL FUND	ADMINISTRATION	270.00
	PINE ST CONCERT SERIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	57.60
	PC HOUSING ELEMENT	GENERAL FUND	PLANNING	480.00
	PC CUP 22-03 (2ND HAND ST	GENERAL FUND	PLANNING	245.00
	PC SDP 21-03 (ST HEDWIG)	GENERAL FUND	PLANNING	235.00
	RFP 2021-11 JANITORIAL	GENERAL FUND	PUBLIC WORKS ADMIN	400.80
	RFP 2021 FIREWORKS	GENERAL FUND	SPECIAL EVENTS	365.00
	CIP 22/23-02 NEW DUTCH	GAS TAX	CAPITAL PROJECTS	1,065.00
	TOTAL:			3,638.40
FIRST STUDENT, INC.	BUS TRANS DAY CAMP 8/4/22	GENERAL FUND	DAY CAMP	780.46
	BUS TRANS EXCURSION 7/27/2	GENERAL FUND	PLAYGROUNDS	€17.31
	EXCURSION 7/20/22	GENERAL FUND	PLAYGROUNDS	€17.31
	EXCURSION FOR 8/10/22	GENERAL FUND	PLAYGROUNDS	€17.31
	EXCURSION FOR 8/3/2022	GENERAL FUND	PLAYGROUNDS	€17.31
CALLS / QUARTERMASTER	CLASS A HATS	GENERAL FUND	ADMINISTRATION	77.62
	CLASS A HATS	GENERAL FUND	ADMINISTRATION	88.19
	CLASS A HATS	GENERAL FUND	ADMINISTRATION	88.19
	CLASS A HATS	GENERAL FUND	ADMINISTRATION	77.62
	CLASS A HATS	GENERAL FUND	ADMINISTRATION	77.62
	CLASS B UNIFORM	GENERAL FUND	ADMINISTRATION	77.62
	CLASS B UNIFORM	GENERAL FUND	POLICE ADMINISTRATION	331.11
	BIKE PATROL UNIFORM SHIRTS	GENERAL FUND	POLICE ADMINISTRATION	231.61
	SCREENPRINTING ON BIKE PAT	GENERAL FUND	PATROL	289.68
	TOTAL:			20.86
	TOTAL:			1,350.12
GANAHL LUMBER COMPANY	SCREWS TO HANG BANNERS AT	GENERAL FUND	PARK MAINTENANCE	6.49
	SHOP SUPPLIES	GARAGE FUND	GARAGE	38.07
PRIMARY & MULTI-SPECIALTY CLINICS	TOTAL:			44.56
	GATEWAY PRE-EMP PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	140.00
GEORGE HILLS COMPANY, INC.	TOTAL:			140.00
	ADMIN & CLAIMS FEES DEC 20	GENERAL FUND	NON-DEPARTMENTAL	583.33

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ADMIN & CLAIMS FEES FY22/2	GENERAL FUND	NON-DEPARTMENTAL	3,050.00
			TOTAL:	4,033.33
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	941.19
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,199.81
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,759.93
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	619.56
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	4,897.51
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	8,830.31
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	137.71
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	3,820.27
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	123.70
			TOTAL:	23,329.99
GRUBER AND LOPEZ, INC	AUDIT FINANCIAL STMT 1ST F	GENERAL FUND	FINANCE	4,000.00
			TOTAL:	4,000.00
HAZ RENTAL CENTER, LLC	SUMMER CONCERT STAGE 7/28	GENERAL FUND	SPECIAL EVENTS	1,143.30
			TOTAL:	1,143.30
APPLCOON, THE HURDOCK CORPORATION	Touch TV for meeting room	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	4,630.76
			TOTAL:	4,630.76
PATTIE PATRICK	JANITORIAL SERVICE-JULY	GENERAL FUND	PUBLIC WORKS ADMIN	1,360.00
	JANITORIAL SERVICE-AUGUST	GENERAL FUND	PUBLIC WORKS ADMIN	6,142.00
			TOTAL:	7,502.00
K&S AIR CONDITIONING, INC.	PD AC IN HALLWAY REPAIR	GENERAL FUND	BUILDING MAINTENANCE	1,624.79
	AC REPAIR IN PD REPORT RM	GENERAL FUND	BUILDING MAINTENANCE	322.21
			TOTAL:	1,947.00
KEVIN & VICKY GARRETT TENNIS, INC.	PEE WEE TUESDAY	GENERAL FUND	SPECIAL CLASSES	263.25
	YOUTH BEGINNING TUESDAY	GENERAL FUND	SPECIAL CLASSES	468.00
	YOUTH BEGINNING WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	237.25
	ADULT BEGINNING WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	338.00
	YOUTH BEGINNING THURSDAY	GENERAL FUND	SPECIAL CLASSES	468.00
	YOUTH INTERMEDIATE THURSDA	GENERAL FUND	SPECIAL CLASSES	325.00
	PEE WEE SATURDAY	GENERAL FUND	SPECIAL CLASSES	373.75
	YOUTH BEGINNING SATURDAY	GENERAL FUND	SPECIAL CLASSES	377.00
	YOUTH INTERMEDIATE SATURDA	GENERAL FUND	SPECIAL CLASSES	234.00
			TOTAL:	3,084.25
KIMBERLY ESMOND	CHILDREN'S MUSICAL THEATER	GENERAL FUND	SPECIAL CLASSES	367.25
	BEGINNING BALLET	GENERAL FUND	SPECIAL CLASSES	360.75
	FROZEN PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	942.50
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	406.25
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	305.50
	POP STAR HIP HOP	GENERAL FUND	SPECIAL CLASSES	338.00
			TOTAL:	2,720.25
KONICA MINOLTA PREMIER	COPIER LEASE - ADMIN FRONT	GENERAL FUND	FINANCE	576.46
	COPIER LEASE - FINANCE	GENERAL FUND	FINANCE	472.00
			TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER USAGE APR-JUN 2022	GENERAL FUND	POLICE ADMINISTRATION	727.58
			TOTAL:	727.58

WARRANTS 08/25/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LIEBERT CASSIDY WHITMORE	TEAMSTERS NEG FY21/22	GENERAL FUND	NON-DEPARTMENTAL	753.00
	FOA NEGOTIATIONS FY21/22	GENERAL FUND	NON-DEPARTMENTAL	455.00
			TOTAL:	1,288.00
LISA HALL & ASSOCIATES, INC.	TRANSLATION DATES - SPANIS	GENERAL FUND	ADMINISTRATION	25.00
	TRANSLATION DATES - KOREAN	GENERAL FUND	ADMINISTRATION	35.00
	TRANSLATE DATES - VIETNAME	GENERAL FUND	ADMINISTRATION	35.00
	TRANSLATION PH REDIST SPAN	GENERAL FUND	ADMINISTRATION	120.00
	TRANS PH REDIST KOREAN	GENERAL FUND	ADMINISTRATION	155.00
	TRANSLATION PH REDIST VIET	GENERAL FUND	ADMINISTRATION	135.00
			TOTAL:	505.00
LOWE'S	PAINT FOR ISLAND BX & SUPP	GENERAL FUND	STREET MAINTENANCE	45.00
	PLANTS FILL IN PINE ST PAR	GENERAL FUND	STREET MAINTENANCE	252.17
	PLANTS/FLAGS FOR ISLAND BX	GENERAL FUND	STREET MAINTENANCE	41.45
	RENTAL OF CARPET CLEANER	GENERAL FUND	BUILDING MAINTENANCE	216.97
	SUPPLIES FOR SHOP	GENERAL FUND	BUILDING MAINTENANCE	58.40
			TOTAL:	653.99
MACLEOD WATTS INC	GASB 68 REPORT FY21-22	GENERAL FUND	FINANCE	1,700.00
			TOTAL:	1,700.00
MAD SCIENCE OF W. ORANGE COUNTY	MAD SCIENCE: GALAXY DEFEND	GENERAL FUND	SPECIAL CLASSES	523.25
			TOTAL:	523.25
MARIA IRANEZ	TUITION REIMBURSEMENT	GENERAL FUND	FINANCE	637.05
			TOTAL:	637.05
MICHAEL BALLIET CONSULTING, LLC	CALRECYCLE MAY TO JUNE 202	GENERAL FUND	NON-DEPARTMENTAL	2,677.50
			TOTAL:	2,677.50
MISC. VENDOR	SCHUYLER BURTON-BLACK	GENERAL FUND	NON-DEPARTMENTAL	72.20
	BIANCA GARCIA	GENERAL FUND	NON-DEPARTMENTAL	15.00
	CANDACE GRIFFITH	GENERAL FUND	NON-DEPARTMENTAL	45.00
	SEYMOUR HELLICAR	GENERAL FUND	NON-DEPARTMENTAL	150.00
	SAVANTHA JONES	GENERAL FUND	NON-DEPARTMENTAL	30.00
	ALYSHA RODDY	GENERAL FUND	NON-DEPARTMENTAL	97.00
	ALYSHA RODDY	GENERAL FUND	NON-DEPARTMENTAL	4.00
	ASHLEY ROGERS	GENERAL FUND	NON-DEPARTMENTAL	64.80
	TWIN STEPS ARCHI	GENERAL FUND	NON-DEPARTMENTAL	1,727.67
	THELMA ZAPAS-MEDRANO	GENERAL FUND	NON-DEPARTMENTAL	860.00
	JASON BRUTON	GENERAL FUND	RECREATION ADMINISTRA	143.64
	JASON BRUTON	GENERAL FUND	RECREATION ADMINISTRA	136.80
	JASON BRUTON	GENERAL FUND	SPECIAL EVENTS	135.42
			TOTAL:	3,481.53
NEWPORT EXTERMINATING	EXT TREATED FOR GEN PEST C	GENERAL FUND	BUILDING MAINTENANCE	175.00
	BAIT STATIONS REFILLED	GENERAL FUND	BUILDING MAINTENANCE	60.00
	BAIT STATIONS REFILLED	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
OC YOUTH SPORTS, LLC	GOLF WITH SPORTBALL	GENERAL FUND	SPECIAL CLASSES	334.75
	GOLF WITH SPORTBALL	GENERAL FUND	SPECIAL CLASSES	575.25
			TOTAL:	910.00
OUR LOS AL	HGMT SVCS JUL-AUG 2022	GENERAL FUND	CITY COUNCIL	833.34

WARRANTS 08/25/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MGMT SVCS JUL-AUG 2022	GENERAL FUND	LOS ALAMITOS TV	1,666.66
	COUNCIL MEETINGS JAN-JUN'2	LOS ALAMITOS TV	LOS ALAMITOS TV	1,620.00
	PLANNING COMM MTNG JAN-APR	LOS ALAMITOS TV	LOS ALAMITOS TV	720.00
	ANN CUST SUPPORT FY22/23	LOS ALAMITOS TV	LOS ALAMITOS TV	1,200.00
	MGMT SVCS JUL-AUG 2022	LOS ALAMITOS TV	LOS ALAMITOS TV	1,666.66
			TOTAL:	7,706.66
P.L. PERRIN & ASSOCIATES	POLYGRAPHS - PD	GENERAL FUND	NON-DEPARTMENTAL	275.00
	POLYGRAPHS - PD	GENERAL FUND	NON-DEPARTMENTAL	275.00
	1 POLYGRAPHS	GENERAL FUND	NON-DEPARTMENTAL	835.00
			TOTAL:	
PETTY CASH	DAY CAMP SUPPLIES - SNACKS	GENERAL FUND	DAY CAMP	67.20
	SPORTS LAUNDRY - SOAP	GENERAL FUND	SPORTS	9.82
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SP CAMP - TARGET SUPPLIES	GENERAL FUND	SPECIAL CLASSES	69.08
	SP CLASSES - LIL/HASTER CH	GENERAL FUND	SPECIAL CLASSES	178.18
	SP EVENT SUPPLIES - SAND B	GENERAL FUND	SPECIAL EVENTS	77.02
	VEH FUEL - TRUCK 4TH JULY	GARAGE FUND	GARAGE	50.01
			TOTAL:	471.31
	PROFESSIONAL SVCS JUL '22	GENERAL FUND	CAPITAL PROJECTS	1,468.80
			TOTAL:	1,468.80
POWERTRIP RENTALS, LLC	SUMMER CONCERTS 7/18 & 7/2	GENERAL FUND	SPECIAL EVENTS	602.18
			TOTAL:	602.18
QUADIENT LEASING USA, INC	LEASE PMT 9/12-12/11/22	GENERAL FUND	FINANCE	706.62
			TOTAL:	706.62
SUSAN SAXE-CLIFFORD, PH.D.	PSYCHOLOGICAL EVALUATION	GENERAL FUND	NON-DEPARTMENTAL	1,450.00
			TOTAL:	1,450.00
MCLEAN ENTERPRISES, INC.	DUMPSTER DAY HAILER	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,360.23
	HOUSEHOLD HAZARDOUS WASTE	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,439.50
	DUMPSTER DAY POSTERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	294.98
	BUSINESS CARDS FOR COMM DE	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.43
			TOTAL:	6,146.14
SOUTH COAST A.Q.M.D.	ANNUAL FEES ICE	GENERAL FUND	STREET MAINTENANCE	468.76
	ANNUAL FEES: FENLEY PUMP	GENERAL FUND	STREET MAINTENANCE	151.85
			TOTAL:	620.61
SPARKLETT'S DRINKING WATER	WATER	GENERAL FUND	BUILDING MAINTENANCE	421.55
			TOTAL:	421.55
FULLERTON SIGNS, INC.	FRONT LOBBY SIGNAGE	GENERAL FUND	SPECIAL CLASSES	1,063.55
			TOTAL:	1,063.55
TERDA NOVA PLANNING & RESEARCH, INC	HOUSING ELEMENT UPDATE JUL	GENERAL FUND	PLANNING	1,805.00
			TOTAL:	1,805.00
NANCY K. BOHL INCORPORATED	CONTRACT SVCS JULY 2022	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	ADMINISTRATION	2,874.22

WARRANTS 08/25/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	39.99
	CITY HALL PHONE	GENERAL FUND	LOS ALAMITOS TV	488.31
			TOTAL:	3,402.52
	LSA01 NEW TKT CHRG DATABASES	GENERAL FUND	STREET MAINTENANCE	€7.75
			TOTAL:	€7.75
	EMERGENCY PREP	GENERAL FUND	EMERGENCY PREPAREDNESS	1€2.50
	ADMIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.01
	COMM DEVE	GENERAL FUND	NEIGHBORHOOD PRESERVAT	40.01
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	3€5.22
			TOTAL:	€07.74
	GEN ADVISORY JUL 2022	GENERAL FUND	CITY ATTORNEY	9,559.80
	PROSECUTOR SVCS JUL 2022	GENERAL FUND	CITY ATTORNEY	3,073.40
			TOTAL:	12,€33.20
	BROCHURE PRINTING FOR CITY	GENERAL FUND	ADMINISTRATION	1,855.€3
		GENERAL FUND	RECREATION ADMINISTRAT	7,€05.€2
	LOS ALAMITOS FOUNDATION BA	GENERAL FUND	RECREATION ADMINISTRAT	48.94
	LOS ALAMITOS FOUNDATION SI	GENERAL FUND	RECREATION ADMINISTRAT	34.20
	DOG PARK BANNER	GENERAL FUND	SPECIAL EVENTS	97.88
	RACE LOS AL 2022 BANNER	GENERAL FUND	SPECIAL EVENTS	489.38
			TOTAL:	10,131.€5

WOODRUFF, SPRADLIN & SMART

WORLD TRADE PRINTING COMPANY

===== FUND TOTALS =====	
10	GENERAL FUND 150,854.48
20	GAS TAX 1,0€5.00
28	LOS ALAMITOS TV 5,20€.€€
31	LAUREL PARK DEBT SERVICE 148,784.38
50	GARAGE FUND 9,84€ .54
53	TECHNOLOGY REPLACEMENT 30,€58.50
54	SELF INSURANCE TRUST 4,282.43

	GRAND TOTAL: 350,€97.99

Retirees Medical Reimbursement

Date: September 01, 2022	Number of Transactions: 16	Total Batch: \$9,026.78
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Payroll 08/05/2022

DEPARTMENT RECAP									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.76	\$13.40	\$853.04	
10-511 City Manager/ City Clerk	\$35,894.96	\$12,630.38	\$0.00	\$20,675.30	\$2,589.28	\$2,516.55	\$1,211.11	\$32,167.30	
10-512 Finance	\$16,388.11	\$14,502.49	\$772.50	\$183.12	\$970.00	\$1,499.81	\$2,567.92	\$12,300.38	
10-521 Police Administration	\$27,691.44	\$26,408.00	\$0.00	\$309.60	\$973.84	\$2,987.48	\$6,123.75	\$18,580.21	
10-522 Police- Patrol	\$77,883.49	\$49,629.84	\$10,754.84	\$13,012.28	\$4,486.53	\$12,797.22	\$13,834.95	\$51,251.32	
10-523 Police- Investigation	\$15,592.21	\$12,022.00	\$2,074.53	\$0.00	\$1,495.68	\$3,614.98	\$1,933.42	\$10,043.81	
10-524 Police- Records	\$9,437.95	\$6,262.30	\$864.25	\$272.10	\$2,239.30	\$559.47	\$1,450.53	\$7,417.95	
10-528 Police- Traffic	\$2,820.76	\$0.00	\$0.00	\$0.00	\$2,820.76	\$125.78	\$97.04	\$2,597.94	
10-531 Development Services- Administration	\$17,832.80	\$9,727.01	\$0.00	\$6,068.99	\$2,036.80	\$1,873.92	\$3,948.37	\$12,010.51	
10-532 Development Services- Planning	\$5,554.95	\$3,237.60	\$121.41	\$320.88	\$1,875.06	\$686.16	\$676.98	\$4,191.81	
10-533 Development Services- Neighborhood Preservation	\$4,435.94	\$0.00	\$0.00	\$0.00	\$4,435.94	\$166.35	\$441.27	\$3,828.32	
10-542 Development Services- Street Maintenance	\$10,126.52	\$8,270.90	\$0.00	\$862.70	\$992.92	\$1,794.74	\$998.75	\$7,333.03	
10-543 Development Services- Park Maintenance	\$3,825.81	\$1,263.20	\$0.00	\$1,263.20	\$1,299.41	\$547.77	\$259.06	\$3,018.96	
10-544 Development Services- Facility Maintenance	\$1,996.20	\$1,971.20	\$0.00	\$0.00	\$25.00	\$133.99	\$32.06	\$1,830.15	
10-551 Recreation Administration	\$26,207.60	\$16,758.35	\$0.00	\$7,639.25	\$1,810.00	\$3,818.63	\$3,957.28	\$18,431.69	
10-556 Recreation- Sports	\$33,815.97	\$0.00	\$0.00	\$510.00	\$33,305.97	\$1,268.11	\$2,665.68	\$29,882.18	
TOTALS	\$290,427.91	\$163,606.47	\$14,387.53	\$51,077.42	\$61,356.49	\$34,457.72	\$40,231.59	\$215,738.60	

REGULAR INPUT: 112 MANUAL INPUT: 1 CHECK STUB COUNT: 5 DIRECT DEPOSIT STUB COUNT: 109

BENEFITS & WITHHOLDINGS

	Employee	Employer	Employee	Employer
Fed Taxes	\$34,673.25	\$30,654.67	\$4,018.58	
State Taxes	\$9,576.92			
ICMA	\$4,272.12			
Local Police Reserves	\$1,312.70			
FD Association	\$300.00			
Local Employees Assoc	\$1,115.00			
Nationwide - Full Time	\$3,576.00	\$1,788.00	\$1,788.00	
Nationwide - PT	\$1,555.98			
PERS Deferred Comp	\$46,583.16	\$18,261.67	\$28,321.49	
PERS				
AFAC	\$123.30			
PERS Medical	\$0.00			
Delta Dental PPO	\$0.00			
Delta Dental HMO	\$0.00			
VFF Vision	\$0.00			
Standard Self Admin	\$0.00			
Standard Life Optional	\$0.00			
TOTALS	\$103,108.43	\$50,704.34	\$34,128.07	

DEDUCTION GRAND TOTALS

DESC	CD	AMOUNT	ABSV	EMPLOYEE	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	125	\$153,606.47	I-125	\$525.27	FED W/H	\$258,461.88	\$25,635.09	
FRG	129	\$43,775.56	I-129	\$201.51	ST WH CA	\$258,461.88	\$7,576.92	
PRO	AEF	\$2,177.96	AEFT	\$45.91	MEDI	\$277,141.19	\$4,018.58	
COL	CHE		CLOAN	\$157.98				
OT	DCI	\$1,558.16	DCICM	\$3,517.60				
OTS	DCM	\$12,045.94	DCICM					
COT	DCN	\$459.07	DCNM	\$1,115.00				
STBY	DCF	\$324.36	DCPRS	\$1,475.76				
NOT	DCR		DCIR	\$175.00				
CAR	DD1	\$1,100.00	DPO1					
CELL	DD2	\$910.00	DPO2					
CERT	DD3		DPO3					
PHC	DD4	\$545.76	DDM1					
MEDR	DD5	\$5,930.00	DDK2					
SPAS	DD6	\$1,490.00	DDG3	\$81.07				
SPSK	DD7	\$124.72	DDV4	\$15.74				
OCND	DD8	\$250.00	DISAF	\$148.45				
OCNE	DD9	\$160.00	DLIC	\$80.22				
UNIF	DD0	\$100.00	DLIC	\$20.00				
UNIF	DD1	\$125.00	LARAD					
UNIZ	DD2	\$70.00	LARAD					
FTO	DD3	\$1,498.95	LARAD	\$300.00				
RTRO	DD4		LIFE	\$179.24				
IXFO	DD5		LIFE	\$102.37				
ADM1	DD6	\$3,874.00	A LTD					
COMF	DD7		MDINS	\$4,840.44				
ENAU	DD8	\$1,796.52	PR3BB	\$481.87				
ENAU	DD9		PRC2R	\$13.79				
CONA	DD0	46.50	PEEME	\$3,069.46				
FLHO	DD1	\$2,726.16	PEEMR	\$5,944.44				
STCK	DD2	\$2,320.99	PEESE					
VAC	DD3	\$18,443.65	PEESR					
HOLP	DD4		POAS	\$1,312.70				
RTBS	DD5		PRM8	\$1,930.42				
POSF4	DD6	\$110.00	PRM8					
POSF5	DD7	\$150.00	PRM8					
POSF6	DD8	\$2,214.32	PRM8					
POSF7	DD9	\$349.22	PRM8					
POSF8	DD0		PRM8					
BOFL	DD1	\$13,123.52	PRM8					
BOVA	DD2		PRM8					
BERV	DD3		PRM8					
RTOT	DD4	\$2,792.58	PRM8					
ENSL	DD5		PRM8					
ENSL	DD6		PRM8					
RTLI	DD7		PRM8					
HOT	DD8		PRM8					

Totals 7,582.93 \$ 290,427.91

\$ 40,231.59 \$4,018.58

Payroll 08/19/2022

DEPARTMENT RECAP									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.76	\$13.40	\$853.04	
10-511 City Manager/ City Clerk	\$19,606.23	\$16,464.72	\$0.00	\$377.44	\$2,764.07	\$2,530.04	\$954.79	\$16,121.40	
10-512 Finance	\$15,495.60	\$13,631.80	\$0.00	\$1,013.80	\$850.00	\$1,499.81	\$2,341.51	\$11,654.28	
10-521 Police Administration	\$27,541.44	\$26,408.00	\$0.00	\$309.60	\$823.84	\$2,987.48	\$6,081.54	\$18,472.42	
10-522 Police- Patrol	\$81,663.28	\$48,516.55	\$13,717.81	\$14,083.79	\$5,345.13	\$12,869.76	\$14,968.27	\$53,825.25	
10-523 Police- Investigation	\$17,993.14	\$9,527.60	\$5,089.42	\$2,494.40	\$881.72	\$3,467.63	\$2,645.91	\$11,879.60	
10-524 Police- Records	\$9,723.08	\$6,312.54	\$728.54	\$248.43	\$2,433.57	\$581.14	\$1,458.98	\$7,682.96	
10-528 Police- Traffic	\$2,888.75	\$0.00	\$0.00	\$112.49	\$2,776.26	\$128.33	\$114.05	\$2,646.37	
10-531 Development Services- Administration	\$16,935.00	\$14,471.98	\$0.00	\$1,324.02	\$1,139.00	\$1,816.02	\$3,667.64	\$11,451.34	
10-532 Development Services- Planning	\$5,283.21	\$3,035.25	\$0.00	\$202.35	\$2,045.61	\$681.65	\$821.37	\$3,980.19	
10-533 Development Services- Neighborhood Preservation	\$4,209.35	\$0.00	\$0.00	\$0.00	\$4,209.35	\$157.86	\$402.86	\$3,648.63	
10-542 Development Services- Street Maintenance	\$9,563.60	\$9,000.68	\$0.00	\$132.92	\$450.00	\$1,794.74	\$900.86	\$6,888.00	
10-543 Development Services- Park Maintenance	\$4,407.07	\$1,263.20	\$0.00	\$1,263.20	\$1,880.67	\$554.19	\$329.96	\$3,522.92	
10-544 Development Services- Facility Maintenance	\$1,996.20	\$1,971.20	\$0.00	\$0.00	\$25.00	\$133.99	\$32.06	\$1,830.15	
10-551 Recreation Administration	\$23,287.60	\$21,155.50	\$0.00	\$582.10	\$1,550.00	\$3,817.43	\$3,207.40	\$16,262.77	
10-556 Recreation- Sports	\$32,913.28	\$0.00	\$0.00	\$1,142.85	\$31,770.43	\$1,234.25	\$2,547.12	\$29,131.91	
TOTALS	\$274,450.03	\$172,682.22	\$19,535.77	\$23,287.39	\$58,944.65	\$34,311.08	\$40,287.72	\$139,851.23	

REGULAR INPUT: 109 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 108

Totals	7,394.25	\$ 274,450.03
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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER:

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By:

Subject: Roll Call

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: None

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

REGULAR MEETING - Monday, August 15, 2022

1. CALL TO ORDER

The City Council met in Regular Session at 5:37 p.m., Monday, August 15, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

Present: Council Members Bates, Chirco, Mayor Hasselbrink
 Mayor Pro Tem Doby (arrived at 5:41 p.m.)

Absent: Council Members: Nefulda

Present: Staff: Chet Simmons, City Manager
 Michael Claborn, Police Chief
 Michael Daudt, City Attorney
 Craig Koehler, Finance Director
 Ron Noda, Development Services
 Windmera Quintanar, MMC, City Clerk
 Jennifer Sisoiev, Community Services Manager
 Ron Roberts, Orange County Fire Authority Battalion Chief

3. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into Closed Session at 5:37 p.m.

RECONVENE

The City Council reconvened in Adjourned Regular session at 6:02 p.m.

City Attorney Daudt stated there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Council Member Bates led the Pledge of Allegiance.

5. INVOCATION

Mayor Pro Tem Doby gave the Invocation.

6. PRESENTATIONS

Mayor Hasselbrink and the Council presented the awards.

A. Presentation of the Award of Financial Reporting Achievement to the Finance Department (Administration)

Finance Director Koehler accepted the award and introduced the newest members of the Finance Department: Finance Manager John Balderas; Senior Finance Assistant Maria Ibanez; and Finance Assistant Brandi Villegas.

7. 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 Hasselbrink opened Oral Communications. There being no one present wishing to speak, Mayor Hasselbrink closed Oral Communications.

8. COUNCIL ANNOUNCEMENTS

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

Council Member Chirco spoke regarding attendance at the Concert Series events, working at the Los Alamitos Community Foundation Beer Garden, National Night Out, the upcoming Los Alamitos Community Foundation Board meeting, and, celebrating his parents' 50th wedding anniversary. He announced that he would not be running for re- election this November and spoke positively about his service with the City.

Council Member Bates spoke regarding attendance at the Orange County Public Library Board Meeting, provided an update regarding Orange County Sanitation District's ongoing trunk sewer project, attendance at the ribbon cutting for Xpress Urgent Care, and attendance at the Revenue and Taxation Policy committee meeting.

Mayor Pro Tem Doby spoke regarding attendance at the ribbon cutting for Xpress Urgent Care and Premier Dance Studio, Government Officials Dinner at the Orange County Fair, and the Orange County Vector and Mosquito Control District Board meeting. She read aloud Grandmother Mosquito available online at www.ocvector.org.

Mayor Hasselbrink spoke regarding attendance at the Concerts in the Park series, National Night Out. Los Alamitos Community Foundation Board meeting. She spoke of upcoming events for the Los Alamitos Community Foundation Casino Night in the Community Center and the grand opening of the STEM building at Los Alamitos High School. She stated she was running unopposed for Council this November.

9. ITEMS FROM THE CITY MANAGER

City Manager Simmons asked for and received a summary of remaining summer events from Community Services Manager Sisoiev.

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from July 7, 2022 to August 1, 2022.

Council Member Bates asked for and received clarification for various items on the Warrant Register.

Motion/Second:

Unanimously Carried: The City Council ratified the Warrants for the period from July 7, 2022 to August 1, 2022, in the amount of \$1,832,256.43.

ROLL CALL

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

11. CONSENT CALENDAR

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

Council Member Bates received clarification on Items 10C and 10E.

Motion/Second: Chirco/Doby

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

A. Approval of Minutes

The City Council approved the City Council minutes for the Regular meeting

of July 18, 2022.

B. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (Administration)

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

The City Council made the following findings by a majority vote:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

C. Adopt Ordinance No. 2022-04 - AB 481 Military Equipment Use Policy (Police)

Assembly Bill 481 (AB 481), codified in Government Code sections 7070 through 7075, requires a law enforcement agency to obtain approval from the applicable governing body, via adoption of a "military equipment" use policy by approval from their governing body, prior to the agency funding, acquiring, or using military equipment.

AB 481 became effective January 1, 2022. Per AB 481, law enforcement agencies are now required to first obtain approval for this policy content from their respective governing body. Following approval, law enforcement agencies are further required to submit an annual military equipment report to the governing body for as long as the equipment is available for use. Agencies are also required to attach a military equipment inventory to the policy.

City Council and Staff discussed the preparations the Police Department has made in order to respond to critical incidents at the schools. Clarification was provided that the School Resource Officer would be available at all the schools within the school district.

The City Council adopted Ordinance No. 2022-04 entitled "AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING AND APPROVING LOS ALAMITOS POLICE DEPARTMENT POLICY 709, MILITARY EQUIPMENT USE POLICY, IN COMPLIANCE WITH CALIFORNIA ASSEMBLY BILL NO. 481 (AB 481)".

D. Treasurer's Quarterly Investment Report - June 2022 (Finance)

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

The City Council received and filed the Treasurer's Quarterly Investment Report – June 2022.

E. Amendment No. 1 with North Star Land Care for Additional Monthly Maintenance Services (Development Services)

This item seeks approval to expand the maintenance services rendered by North Star Land Care.

Council and Staff discussed the balance of the workload between internal staff and contracted services.

The City Council authorized the Mayor to execute Amendment No. 1 to the Professional Services Agreement (PSA) with North Star Land Care for augmented maintenance services at an cost of \$2,426.00/month.

F. Amendment No. 1 with Joncowest LLC for Additional Janitorial Services at a City Facility (Development Services)

This item seeks approval to expand the janitorial services rendered by Joncowest LLC.

The City Council authorized the Mayor to execute Professional Services Agreement (PSA) Amendment No. 1 with Joncowest LLC for augmented monthly janitorial services at a cost of \$880.00/month.

G. Rejection of Bids for Requests for Proposals (RFP) 2022-02 Sterns Park Improvement Project (Development Services)

Bids for Requests for Proposals (RFP) 2022-02 Sterns Park Improvement Project were opened on July 6, 2022. Two bids were received. One was nonresponsive and the second surpassed the appropriated budget, which took into account design, construction and inspection. As a result, staff is recommending the rejection of the submitted bids.

The City Council rejected all bids received for Requests for Proposals (RFP) 2022-02 Sterns Park Improvement Project.

12. DISCUSSION ITEM

A. Economic Development Plan Phase II (Development Services)

This item presents for Council's discussion various economic development programs designed to enhance Los Alamitos' economic sustainability and growth.

Development Services Director Noda summarized the staff report and gave a PowerPoint presentation.

Mayor Hasselbrink requested Council Members be involved in dropping off new residential packets.

Motion/Second: Chirco/Doby

Unanimously Carried: The City Council:

1. Discussed economic development program; and,
2. Authorized Staff to utilize the American Rescue Plan Act (ARPA) funds for the proposed economic development programs.

13. PUBLIC HEARING

A. Comprehensive Update of the City's Housing Element for the Reporting Period of 2021-2029 (Development Services)

Council will consider approval of a draft comprehensive update of the City's Housing Element for the reporting period of 2021-2029 and adoption of a Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

Development Services Director Noda summarized the staff report and introduced the City's consultant, Nicole Sauviat Criste of Terra Nova Planning and Research.

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

Council and Staff discussed opposition to the Regional Housing Needs Assessment (RHNA) numbers, the State's approval process, opposition to unfunded State mandates, and the zoning effects State mandates have on the City's composition.

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

1. Opened the Public Hearing and took testimony; and,
2. Adopted Resolution No. 2022-21, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A NEGATIVE DECLARATION AND APPROVING GENERAL PLAN AMENDMENT 21-01, UPDATING THE LSO ALAMITOS HOUSING ELEMENT (2021-209)."

14. ADJOURNMENT

The City Council adjourned at 7:01 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

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

SPECIAL MEETING – August 25, 2022

1. CALL TO ORDER

The City Council met in Special Session at 8:07 a.m. Thursday, August 25, 2022, via videoconference, Mayor Hasselbrink presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Bates, Chirco, Nefulda,
Mayor Pro Tem Chirco, Mayor Murphy

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Windmera Quintanar, MMC, City Clerk

3. CONSENT CALENDAR

A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (Administration)

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

Motion/Second: Chirco/Bates

Unanimously Carried: The City Council found by a majority vote of the City Council:

ROLL CALL

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

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,

2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

4. SPECIAL ORDER OF THE DAY

A. November 8, 2022 Election – Consideration of Appointment of Sole City Council Candidate in District 5 (Administration)

On May 16, 2022 the City Council took action calling the General Municipal to be held on Tuesday, November 8, 2022, with Districts 4 and 5 City Council seats up for election. At the close of nomination period, only one candidate was nominated for the District 4 seat. Per Elections Code (EC) Section 10229, when only one person has been nominated for a District seat, the City Council may opt to appoint to office the person who has been nominated or proceed with an uncontested election for the District seat.

Mayor Hasselbrink advised that while she was legally eligible to participate in this discussion, she would prefer to abstain from voting and remove any perception that she was working to benefit herself.

Mayor Hasselbrink disconnected from the video conference. Mayor Pro Tem Doby presided over the remainder of the meeting.

Motion/Second: Chirco/Bates

Unanimously Carried (Hasselbrink recused): The City Council:

ROLL CALL

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

1. Appointed to the City Council Shelley Hasselbrink, the only candidate nominated for the District 4 seat; and,
2. Adopted Resolution No. 2022-27, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, PROVIDING FOR THE APPOINTMENT OF SHELLEY HASSELBRINK TO THE DISTRICT 4 CITY COUNCIL SEAT OF THIS CITY THAT WAS TO BE ELECTED ON TUESDAY, NOVEMBER 8, 2022"; and,

3. Directed the City Clerk to prepare the Oath of Office and Certificate of Election for Shelley Hasselbrink for installation at the December 19, 2022, Regular City Council meeting; and,
4. Directed the City Clerk to notify the County of Orange of the cancellation of the District 4 seat at the General Municipal Election on November 8, 2022; and,
5. Directed the City Clerk to refund the deposit of \$500.00, as appropriate, for the cost of printing a 200-word candidate statement; and,

14. ADJOURNMENT

The City Council adjourned at 8:13 a.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8B

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Daudt, City Attorney

**Subject: Findings Required by AB 361 for the Continued Use of
Teleconferencing for Meetings**

SUMMARY

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

RECOMMENDATION

Make the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

BACKGROUND

Assembly Bill 361 (AB 361) was signed into law by the Governor on September 16, 2021. A portion of AB 361 enacted amendments to California Government Code section 54953 regarding teleconference meetings. Those amendments authorize local agencies, like the City, to continue to conduct meetings by teleconference during a Governor-proclaimed state of emergency provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings. A "teleconference" occurs for purposes of AB 361 whenever one or more members of the City Council connect to a City Council meeting via electronic means. Thus, even if four members of the City Council meet in person, if the fifth joins the meeting via Zoom, the meeting will be a teleconference meeting that must be conducted in accordance with the requirements of AB 361. For purposes of AB 361 "...state of emergency' means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act..." Cal. Gov't Code Sec. 54953(e)(4). Section 8265 of CESA in turn refers to a state of emergency proclaimed by the Governor.

A new requirement in AB 361 requires specific findings be reaffirmed at least every thirty (30) days in order for the City Council to continue to have the option for one (1) or more of its members to use teleconferencing.

DISCUSSION

The Required Findings

The teleconference provisions in AB 361 may only be utilized as long as a Governor-proclaimed state of emergency remains active, or while state or local officials have recommended measures to promote social distancing. When either of those is the case (both are true at this time), then in order to continue to teleconference using the new provisions of AB 361, the City Council must make the following findings by majority vote every 30 days:

(A) The City Council has reconsidered the circumstances of the state of emergency; and,

(B) Either of the following circumstances exist:

- i. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
- ii. State or local officials continue to impose or recommend measures to promote social distancing (Cal Gov't Code Sec. 54953(e)(3))

To comply with that requirement, the recommended action would have the City Council find each of the following:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

The "Every 30 Days Thereafter" Requirement

As noted above, AB 361 findings must be made "no later than 30 days after teleconferencing for the first time pursuant to , and every 30 days thereafter..."

In order to preserve the option for the City Council or individual members of the City Council to participate in meetings during the pandemic via teleconference in the future, the City Council will have to adopt the required findings at least every 30 days.

Potential Consequence of Not Making the Findings Every 30 Days

AB 361 does not expressly state what happens if a legislative body fails to make the required findings "every 30 days." However, it expressly requires the timely re-approval of the findings "in order to continue to teleconference" in the manner that AB 361 authorizes.

As a result, if the City Council does not adopt the required findings every 30 days, then the City Council could be precluded from continuing to teleconference thereafter, perhaps even if the City Council was willing to adopt the findings at a later date. For this reason, the City Attorney

recommends that the City Council adopt the required findings at this time and at least every 30 days thereafter, unless the City Council decides as a permanent matter that it will no longer permit teleconferencing at all (e.g., regardless of whether the state of emergency worsens).

Procedural Requirements for The Conduct of Teleconference Meetings

AB 361 contains several new requirements for the conduct of teleconference meetings with which the City has prepared to comply. Specifically, each meeting must:

1. Allow members of the public to attend and comment at the meeting via call-in option or internet-based service option; and,
2. Protect the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,
3. In the event of disruption which prevents broadcasting the meeting or which prevents members of the public from offering public comments via the call-in or internet-based option, the City Council must take no further action until the disrupted public access is restored; and,
4. The City may not require public comments to be submitted in advance, and must offer the opportunity for the public to offer comments “in real time” during the meeting; and,
5. The public must be allowed “a reasonable amount of time per agenda item to allow members of the public to provide public comment, including time for members of the public to register , or otherwise be recognized for the purpose of providing public comment.

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Resolution No. 2022-29 - Designation of City Treasurer

SUMMARY

This report seeks consideration of a resolution designating Finance Director Craig Koehler as City Treasurer.

RECOMMENDATION

Adopt Resolution 2022-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CRAIG KOEHLER, FINANCE DIRECTOR, AS CITY TREASURER OF THE CITY OF LOS ALAMITOS AND REPEALING RESOLUTION NO. 2020-04 IN ITS ENTIRETY."

BACKGROUND

Los Alamitos Municipal Code, Section 2.16.030, states "The City Treasurer shall be appointed by the council and shall serve at its pleasure. The appointment of the City Treasurer shall be by resolution of the city council." On March 16, 2020, the City Council adopted Resolution No. 2020-04, which designated City Manager, Chet Simmons, as the City Treasurer. This item was discussed with the Budget Standing Committee at its July 27 Special Meeting and recommend for approval by City Council.

DISCUSSION

The City Council shall appoint the City Treasurer by resolution as per Municipal Code Section 2.16.030. It is customary for the Finance Director to serve as the City Treasurer. Currently, the City Manager is appointed as the City Treasurer. This action was taken because the Finance Director position was being held by an Interim Director. Craig Koehler was appointed permanent Finance Director on July 19, 2021. Staff is recommending appointing Finance Director Craig Koehler to serve as City Treasurer.

FISCAL IMPACT

None.

Attachment: 1. Resolution 2022-29 - City Treasurer

RESOLUTION NO. 2022-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CRAIG KOEHLER, FINANCE DIRECTOR, AS CITY TREASURER OF THE CITY OF LOS ALAMITOS AND REPEALING RESOLUTION NO. 2020-04 IN ITS ENTIRETY

WHEREAS, the City Charter of the City of Los Alamitos provides for a City Treasurer whose duties and responsibilities are more specifically therein defined; and,

WHEREAS, Los Alamitos Municipal Code, Section 2.16.030, states “The city treasurer shall be appointed by the council and shall serve at its pleasure. The appointment of the city treasurer shall be by resolution of the city council”; and,

WHEREAS, Resolution No. 2020-04 appointed City Manager Chet Simmons as City Treasurer; and,

WHEREAS, Craig Koehler was appointed permanent Finance Director on July 19, 2021.

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: That Finance Director, Craig Koehler, is hereby appointed as City Treasurer of the City of Los Alamitos.

SECTION 3: That the City Treasurer shall have all of the powers and duties as set forth in the Government Code of the State of California, the City Charter, and the Los Alamitos Municipal Code.

SECTION 4: That Resolution 2020-04 is hereby repealed in its entirety.

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

PASSED, APPROVED, AND ADOPTED this 19th day of September, 2022.

Shelley Hasselbrink, 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 Resolution was adopted at a Regular Meeting of the City Council held on the 19th day of September, 2022 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: September 19, 2022

ITEM NUMBER: 8D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Resolution No. 2022-28 - Annual Investment Policy

SUMMARY

This report provides the Council with an update of the City's Investment Policy and consideration of amendments for allowable investments per State Government Code.

RECOMMENDATION

Adopt Resolution No. 2022-28, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED SEPTEMBER 2022."

BACKGROUND

The Investment Policy provides the guidelines for prudent investment of the City's reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio. The City's Investment Policy is reviewed on an annual basis for submission and approval by the City Council. The City's investment portfolio consists primarily of Certificates of Deposit, U.S. Government Agency Securities and investment in the Local Agency Investment Fund (State Investment Pool - LAIF). It should be noted that City's permitted investments are more restrictive than the State guidelines.

The City's primary objectives, in order of priority, remain as follows: Safety of principal, Liquidity, and Yield.

While there is investment risk associated with any investment activity, there is also opportunity risk related to inactivity. The goals and objectives will be to actively manage the City's idle cash to earn a greater yield while keeping safety and liquidity as the first and foremost priority.

DISCUSSION

This item was discussed with the Budget Standing Committee at a Special Meeting held on July 27, 2022 and recommend for approval by the City Council. The Investment Policy is reviewed and presented to Council in November of each year. The last report was dated November 21, 2021, and no changes were recommended. Under the current policy, investments are restricted to U.S. Treasury Notes, Bills, and Bonds, Certificates of Deposit, and LAIF. Attached is a copy of the Council report and current Investment Policy (Attachment 1).

Within the constraints of the current investment guidelines, the investment portfolio has increased from \$11.8 million (March 2020) to \$19.3 million in a little over two years (March 2020 to May 2022), and resulted in approximately \$200 thousand investment revenue. If the Investment Policy would have allowed a wider band of investment instruments allowable under State Government Code, the investment portfolio's performance could have been enhanced to a level that would have exceeded the earnings that were obtained under the current policy.

In order to maximize the City's earnings potential on its investment portfolio, and be in compliance with investment guidelines as promulgated by the California Debt Advisory Committee (CDIAC), it is recommended that the Investment Policy be amended to expand the allowable investment instruments to be in line with State Government Code, with the noted excluded exceptions.

Attached is the California Allowable Investments as of January 1, 2022, as defined by CDIAC (Attachment 2). The proposed additional allowable investment instruments include:

- Local Agency Bonds
- State Obligations - CA and Others
- CA Local Agency Obligations
- Bankers' Acceptances
- Commercial Paper Non-Pooled Funds
- Placement Service and Certificates of Deposits
- Medium Term Notes
- Collateralized Bank Deposits
- Mortgage Pass-Through and Asset-Backed Securities
- County Pooled Investment Funds, and
- Public Bank Obligations.

As previously defined, allowable investment instruments specifically exclude reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, inverse floaters, range notes, first mortgages or trust deeds, collateralized mortgage obligations (CMO's), limited partnerships, real estate investments trusts (REIT's), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater

than 180 days, unregulated and/or uninsured investment pools, common stock, preferred stock, commodities, precious metals, securities with high price volatility, limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed inappropriate under the Prudent Investor standard, all having terms of five years or less to maintain liquidity.

FISCAL IMPACT

The City's pooled investment portfolio is projected to earn the General Fund approximately \$180,000 in Fiscal Year 2022-23, which is in line with the amount that has been budgeted for FY2022-23.

- Attachment:
1. Resolution 2022-28 - Annual Investment Policy
 2. Exhibit A - Investment Policy Redlined
 3. Allowable Investments Instruments
 4. Appendic C

RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED SEPTEMBER 2022

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

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

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

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

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

SECTION 2. The City Council of the City of Los Alamitos hereby adopts the Statement of Investment Policy, dated September 2022 attached hereto as Exhibit "A."

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

PASSED, APPROVED, AND ADOPTED this 19th day of September, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the City Council held on the 19th day of September 2022, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

Statement of Investment Policy September 2022~~November 2021~~

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

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

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

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

General Fund
Special Revenue Funds
Capital Projects Funds
Internal Service Funds

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

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

3. Regulation:

A. Investment Objectives

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

The Policy has three primary objectives in order of priority:

Preservation of Capital (Safety) – The protection of principal is the foremost consideration when undertaking investment decisions that affect public funds. The objective is to mitigate credit risk and interest rate risk.

Credit Risk is the risk of loss of principal due to the failure of the security issuer. Credit Risk can be mitigated by:

Limiting investments to the safest types of securities.

Pre-qualifying accountants, auditors, financial institutions, broker/dealers, financial advisors and other outside consultants with which the City does business.

Diversifying the investment portfolio so that potential losses are minimized

Interest Rate Risk is the risk that the market value of securities will fall due to a rise in general market interest rates. It is the policy of the City to hold individual securities to maturity in an effort to meet liquidity demands. Interest rate risk can be mitigated by:

Holding individual securities to maturity - Structuring the investment portfolio so that securities mature to meet cash flow requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Employing a laddering strategy whereby staggering maturities of individual securities so that bonds come due in increments assuring an overall liquidity pattern.

Limiting maturities of individual securities and the average maturity of the overall portfolio.

Liquidity – the investment portfolio shall remain sufficiently liquid to meet all daily cash flow and operating requirements that may be reasonably expected or anticipated.

Yield – the investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, consistent with the primary objectives of safety and liquidity.

B. Legal and Policy Constraints

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

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

Accordingly, the City's conservative philosophy prohibits active trading and speculation; i.e., the purchase of securities with the intent to profit from favorable market changes in market prices or market conditions. Leveraging or borrowing money for the purpose of investing is specifically prohibited. However, the City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or City needs.

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

C. Safekeeping of Securities

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

D. Maturity and Term

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

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

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

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

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

Market risk, the risk of market value fluctuations due to changes in the general level of interest rates, is mitigated by limiting the weighted average maturity of the portfolio along with a laddered structure. The weighted average maturity of the pooled portfolio should not exceed three years. At least 30% of the portfolio should have a maturity of 1 year or less with the balance of the portfolio laddered with maturities ranging from 1 to 5 years. No securities can be purchased with a maturity greater than five years without the prior approval of the City Council.

E. Investment Authority

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

All investments of the City of Los Alamitos shall be approved by the City Manager, or their designee.

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

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

F. Transfer of Investment Funds

The transferring of investment funds will be carried out exclusively by use of telephonic or electronic wire transfers. Each entity with which the City does business shall receive, in writing from the City Treasurer,

a listing which limits transfers of funds to preauthorized bank accounts only. The listing will also contain the names of City staff authorized to request such transfers and will be updated, in writing, for all changes of authorized staff and bank accounts, as necessary.

G. Deposits

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

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

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

H. Permitted Investments

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

The City’s specific permitted investment guidelines are listed in Appendix A, with the noted restricted instruments below. ~~It should be noted that City’s permitted investments are more restrictive than the State guidelines.~~ A Glossary and a summary of the State of California Statues Applicable to Municipal Investments and is provided in Appendix BA and CB.

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

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

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

I. Diversification

The City of Los Alamitos shall diversify its investments by security type and institution. The City recognizes diversification is an investment strategy that will mitigate risk in the investment portfolio. The City's investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks with regard to specific investment types. Within investment types, the City shall also maintain a mix of securities to avoid concentrations within individual financial institutions, geographic areas, industry types and maturities. The City will only invest in fixed rate securities.

J. Performance Standards

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

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

K. Reporting

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

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

L. Policy Review

1. Annual Statement of Investment Policy

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

2. Periodic Review

To ensure a statement which is consistent with any new relevant legislation and financial trends, the City Treasurer shall periodically report to the City Council proposed changes and amendments to this document for review and approval. In any event, all changes in state law affecting this policy shall be

considered incorporated immediately upon their effective date unless otherwise adopted earlier by action of the City Council.

M. Qualified Dealers

The City of Los Alamitos shall purchase authorized investments either directly from the issuer or shall be purchased either from an institution licensed from the State as a broker dealer, as defined in the Corporations Code, or from a member of the federally regulated securities exchange, from a national or state chartered bank, from a savings association or federal association, or from a brokerage firm designated as a primary or regional government dealer.

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

APPENDIX A -Permitted Investments

DEPOSITORY SERVICES

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

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

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

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

INVESTMENT SECURITIES

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

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

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

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

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

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any agency. It offers high

liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly by electronic deposit to a designated bank account.

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

Local Agency Bonds are bonds issued by other local agencies, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(a).

State Obligations – CA and others are obligations issued by California and other states, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(c)(d).

California Local Agency Obligations are obligations issued by local agencies within California, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(e).

Bankers' Acceptances are a negotiable piece of paper that functions like a post-dated check. A bank, rather than an account holder, guarantees the payment. Banker's acceptances (also known as bills of exchange) are used by companies as a relatively safe form of payment for large transactions. BAs can also be short-term debt instruments, similar to U.S. Treasury bills, that trade at a discount to face value, maximum maturity 180 days, specified at 40% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601(g).

Placement Service Deposits are deposit placement services, which enables funds to be placed in demand deposit accounts, money market deposit accounts, or both, maximum maturity 5 years, specified 50% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601.8 and 53635.8.

Placement Service Certificates of Deposit are certificates of deposit placed by a service on behalf of banks and credit unions that are FDIC or NCUA insured, 5 years maximum maturity, specified 50% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601.8 and 53635.8.

Collateralized Bank Deposits are protected public funds backed by a collateralization agreement to protect the principal in the event of failure by the financial institution, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53630 et seq, and 53601(n).

Mortgage Pass-Through and Asset-Backed Securities are pools of fixed-income securities backed by a package of assets. A servicing intermediary collects the monthly payments from issuers and, after deducting a fee, remits or passes them through to the holders of the pass-through security or entities who have invested in it). A pass-through security is also known as a "pay-through security" or a "pass-through certificate" though technically the certificate is the evidence of interest or participation in a pool of assets that signifies the transfer of payments to investors; it's not the security itself; maturity maximum maturity 5 years or less; specified maximum of 20% of portfolio; AA rating or better; Government Code 53061(o).

Commercial Paper Non- Pooled Funds (under \$100 million investments) – are short-term money market instruments that is used for obtaining short-term funding secured by a promissory note; maximum maturity 180 days or less, specified maximum of 25% of portfolio, rating of highest letter by NRSRO, Government Code 53601(h)(2)(c).

Medium Term Notes – are securities that are collateralized in an amount equal to their full outstanding principal amount; maximum maturity 5 years or less, specified maximum 30% of portfolio, A rating or better, Government Code 53601(k).

County Pooled Investment Funds are investments that are combined in a pool from all participating members and share in the performance of the pooled money; generally large county pools like Orange County Investment Pool (OCIP), no specified maturity but would default to 5 years maximum, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 27133.

Public Bank Obligations are obligations issued by a public bank or financial institution, in which a state, municipality, or public actors are the owners. It is an enterprise under government control. Prominent among current public banking models are the Bank of North Dakota, the German public bank system, and many nations' postal bank systems, maximum maturity 5 years, no specified percentage of portfolio, no minimum quality requirements, Government Code 53601(r), 53635(c), and 57603.

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

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

APPENDIX B

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2021)^A APPLICABLE TO ALL LOCAL AGENCIES^B

see "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY ^C	MAXIMUM SPECIFIED % OF PORTFOLIO ^D	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S. Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^E	None	53601(g)
Commercial Paper—Non-Pooled Funds ^F (under \$100,000,000 of investments)	270 days or less	25% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)
Commercial Paper—Non-Pooled Funds (min. \$100,000,000 of investments)	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)
Commercial Paper— Pooled Funds ^I	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^J	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^K	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^K	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^L	20% of the base value of the portfolio	None ^M	53601(j)
Medium-Term Notes ^N	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^{O,Q}	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^R	5 years	None	None	53630 et seq. and 53601(n)

Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County-Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^s	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429-1
Voluntary Investment Program Fund ^z	N/A	None	None	16340
Supranational Obligations ^u	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

- ^A Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.
- ^B Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.
- ^C Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- ^D Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- ^E No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.
- ^F Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.
- ^G Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper and medium-term notes of any single issuer.
- ^H Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.
- ^I Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).
- ^J No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).
- ^K Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.
- ^L Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- ^M Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- ^N "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."
- ^O No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.
- ^P A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.
- ^Q A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.
- ^R Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.
- ^S A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).
- ^T Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.
- ^U Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.

**ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT
CODE (AS OF JANUARY 1, 2022)^A APPLICABLE TO ALL LOCAL AGENCIES^B**

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO ^C	MINIMUM QUALITY REQUIREMENTS	GOVT CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^E	None	53601(g)
Commercial Paper—Non-Pooled Funds ^F (under \$100,000,000 of investments)	270 days or less	25% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)
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Voluntary Investment Program Fund ^T	N/A	None	None	16340
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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8E

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval for the Revised Request for Proposals (RFP) 2022-02 Sterns Park Improvement Project

SUMMARY

This item facilitates the solicitation of bids for contractual services for the design, preparation of plans and specifications, engineer's estimate, construction management, and inspection services for the Sterns Park Improvement Project (RFP 2022-02)

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2022-02 for the design, preparation of plans and specifications, engineer's estimate, construction management and inspection services for the Sterns Park Improvement Project; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

Sterns Park, located at 3871 Farquhar Avenue, is approximately 16,500 square feet (or .38 acres) that services the western part of Apartment Row, the Old Dutch Haven and Suburbia neighborhoods. Sterns Park consists of a playground structure with wood chips, picnic seating, and a sandpit area with play equipment. The playground structure was last updated in June 1997.

Following the approval of the initial Requests for Proposals (RFP) in June 2022, two bids were submitted in response to the RFP at the time of bid opening on July 6, 2022. The first bid from Hirsch & Associates, Inc. was deemed unresponsive as it did not provide all the information required by the RFP. The second bid was received from Willdan Engineering, in the amount of \$327,908. Based upon the bids received and in consideration of the anticipated cost for the construction portion of the project, the City did not have the budget to proceed as originally identified and all bids were rejected at the August 15, 2022 Council meeting.

DISCUSSION

Parks and playgrounds are essential to establish and maintain the quality of life in the community, ensuring health of families and youth, and contributing to economic and environmental well-being. Playground equipment typically has a service life of twenty years, making the existing play structure 25 years old.

The proposed design will not only update the Americans with Disabilities Act (ADA) components and safety elements of Sterns Park, but will also transform the park into an all-inclusive park that will allow all children to play. The objective is to secure a timely, consistent, and cost-effective agreement where the selected firm will render design plans, project and construction management and inspection services. In order to secure a qualified firm to provide the described services, a Request for Proposals (RFP) has been prepared to seek proposals from qualified firms.

RFP 2022-02 is intended to solicit bids from a qualified firm, which specializes in providing design plans, plans and specifications, engineer's estimate, project and construction management and inspection services. The selected firm will provide the stated services for the Sterns Park Improvement Project.

Some of the major changes between the initial RFP and the proposed revision involve the inclusion of a tentative schedule for the project in its entirety, along with a refinement to the proposal schedule of the RFP. With these changes, it is expected that the City will be in receipt of comprehensive responses that will provide the ability to proceed into the next phase of the project swiftly.

In an effort to refine the initial RFP, the following project timeline has been identified:

DESCRIPTION	DATE
Award Plans & Specs, Construction Management Services Contract	November 21, 2022
Approve Construction Bid Package	February 20, 2022
Award Construction Contract	April 17, 2023
Procurement/Construction	May 2023-November 2023
Approval of Notice of Completion	November 20, 2023

The scope of service sought from this RFP will include but is not limited to the following:

Project Design

1. LED security area Lighting
2. All-inclusive accessible playground with rubberized surfacing
3. Rubberized surfacing
4. Shade Shelter Architectural Design
5. Site Amenities
6. Walking Paths and General Pedestrian Circulation
7. Playground and Fitness Stations
8. Tree Preservation
9. Irrigation and Planting

10. Final Construction Drawings, Specifications and Cost Estimate

Project Construction Management

1. Review plans, specifications, and all other contract and construction related documents.
2. Assist the City with public awareness and information program to keep residents and local stakeholders informed of the project status, along with impacts to traffic flow circulation, including answering public questions about the project.
3. Ensure contractor distributes public construction notices and places construction and information signs.
4. Closely review the schedule and advise contractor to take action on schedule deviations.
5. Monitor and coordinate activities of design engineering support, surveying, testing and work by utility companies or other agencies.
6. Evaluate and respond to contractor's requests for clarification of plans and specifications.
7. Ensure all questions, conflicts and issues are immediately brought to the City's attention and addressed with appropriate directive to contractor.

Construction Inspection Services

1. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
2. Verify and monitor that the contractor conforms to the design survey line and grades.
3. Attend weekly progress meetings with the City's construction manager, contractor, and subcontractors.
4. Inspector will provide full-time and as-needed construction inspections of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
5. Monitor compliance with Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management services). Also, monitor the contractors' compliance with approved SWPPP.
6. Ensure compliance with Underground Service Alert notification/delineation.

As proposed, this RFP will solicit services from a qualified firm to provide the described services. Once properly noticed, staff will bring this item before Council at a future meeting for awarding. Following the awarding of this RFP, staff will work with the selected firm to prepare the RFP that will ultimately seek a contractor to procure and complete the improvements at Sterns Park.

Once a firm is selected for the design plans, preparation of plans and specifications, engineer's estimate, project and construction management, and inspection services, a contract will be established for a term that will run for one year, with two (2) possible one-year extensions from the established date.

The following is an approximate timeline for awarding of the contract related to RFP 2022-02:

- 09/19/22 City Council approval of RFP 2022-02 specifications
- 09/21/22 Advertise project
- 09/28/22 Advertise project
- 10/05/22 Advertise project
- 10/20/22 Bid opening
- 11/15/22 City Council Award of Contract

FISCAL IMPACT

The City is in receipt of Community Development Block Grant (CDBG) funding to assist with the cost of the project. The remaining funding for this service will be expended out of FY 2022-2023 via Account No. 10-570.5501.

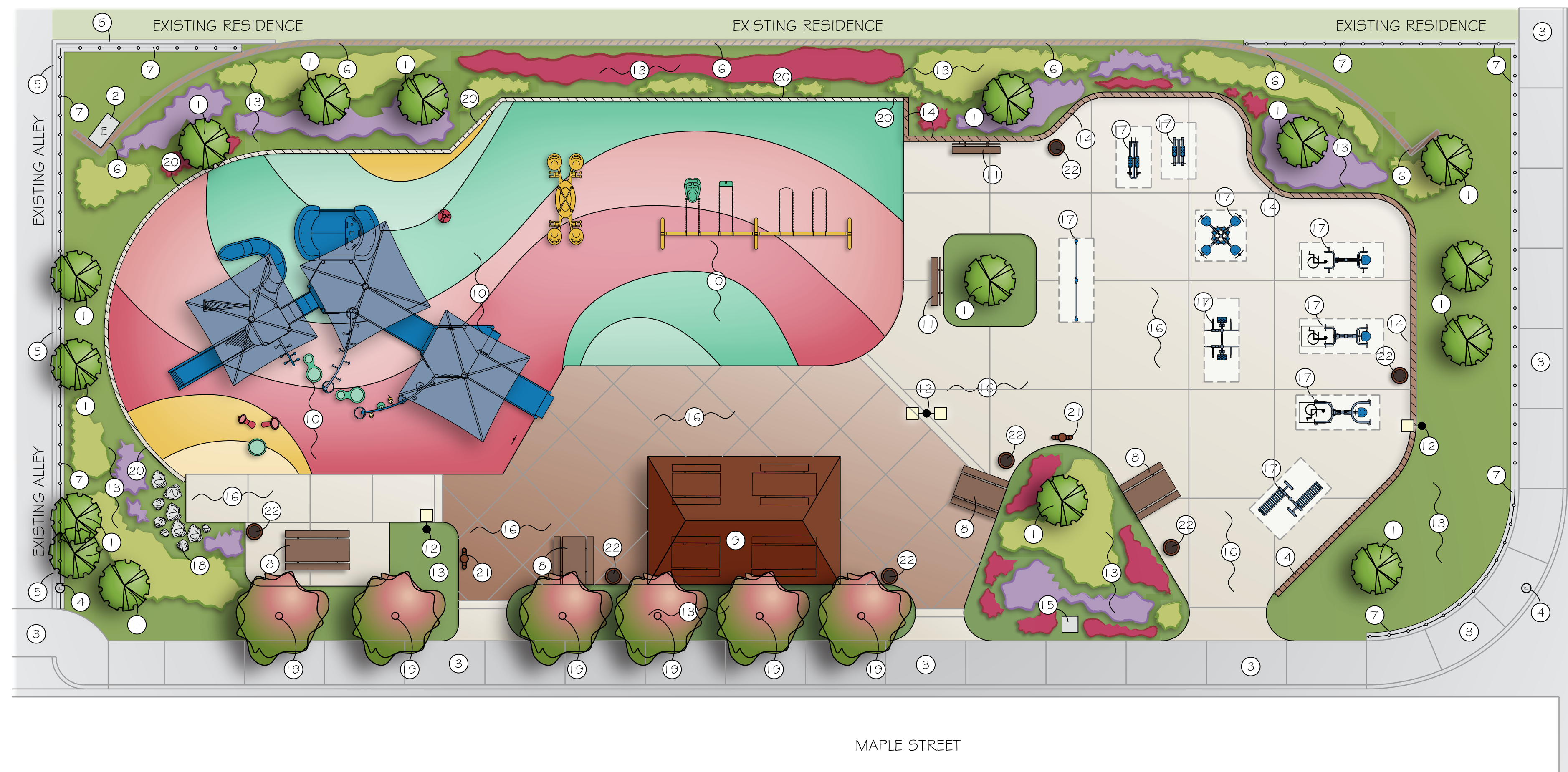
- Attachment:
1. RFP 2022-02 Sterns Park Improvement Project - Concept
 2. RFP 2022-02 Sterns Park Improvement Project - Revised September 2022

STEARNS PARK

PARK IMPROVEMENTS

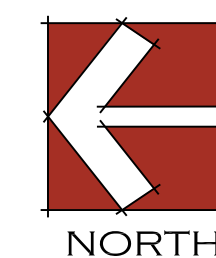
CITY OF LOS ALAMITOS

DECEMBER 2, 2021



KEY NOTES

- ① EXISTING TREE, PROTECT IN PLACE
- ② EXISTING ELECTRICAL METER, PROTECT IN PLACE
- ③ EXISTING SIDEWALK, PROTECT IN PLACE
- ④ EXISTING POWER POLE, PROTECT IN PLACE
- ⑤ EXISTING CONCRETE CURB, PROTECT IN PLACE
- ⑥ EXISTING MASONRY WALL, PROTECT IN PLACE
- ⑦ NEW 42" CHAIN LINK FENCE WITH CONCRETE MOW CURB
- ⑧ NEW 6' ACCESSIBLE PICNIC TABLE
- ⑨ NEW 16' x 24' SHADE STRUCTURE WITH (4) PICNIC TABLES
- ⑩ NEW PLAY GROUND EQUIPMENT WITH RUBBERIZED SURFACING
- ⑪ NEW 6' SITTING BENCH
- ⑫ NEW SOLAR AREA LIGHT
- ⑬ LANDSCAPE AREA
- ⑭ NEW 30" SITTING WALL
- ⑮ RELOCATED EXISTING MONUMENT PLAQUE
- ⑯ NEW 4" THICK REINFORCED CONCRETE FLATWORK
- ⑰ NEW EXERCISE EQUIPMENT WITH ACCESSIBLE STATIONS AND RUBBERIZED SAFETY ZONE
- ⑱ RELOCATED EXISTING BOULDERS
- ⑲ NEW TREE
- ⑳ NEW 6" x 24" CONCRETE RETAINING CURB
- ㉑ NEW DRINKING FOUNTAIN/HYDRATION STATION
- ㉒ NEW TRASH RECEPTACLE



NORTH

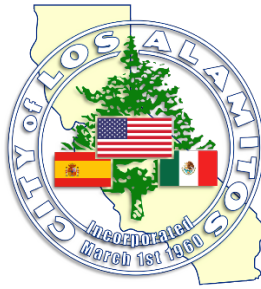
SCALE 1" = 10'-0"

HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#1710

City of Los Alamitos



**Request for Proposal (RFP) 2022-02
Project Management for
Sterns Park Improvement Project**

FOR

Development Services Department

**Attn: Ron Noda
Development Services Director
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 500
(562) 493-1255 Fax
Email: rnoda@cityoflosalamitos.org**

DATED: September 19, 2022

**Deadline/Bid Opening Date:
Must be received by 10:00am
Thursday, October 20, 2022
RFP Available at <http://www.cityoflosalamitos.org>**

TABLE OF CONTENTS

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION

NOTICE INVITING SEALED PROPOSALS.....	A
PROPOSAL RESPONSE REQUIREMENTS.....	B
BACKGROUND AND PROJECT EXPECTATIONS.....	C
SCOPE OF SERVICES.....	D
PROPOSAL SCHEDULE	E
STERNS PARK IMPROVEMENT PROJECT AGREEMENT.....	F

**SECTION A
NOTICE INVITING SEALED BIDS**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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



NOTICE OF REQUEST FOR PROPOSALS 2022-02

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 AM on Tuesday, October 20, 2022 as follows:

STERNS PARK IMPROVEMENT PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR PROJECT MANAGEMENT FOR STERNS PARK IMPROVEMENT PROJECT RFP 2022-02. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of Plans, Specifications, Engineer's Estimate (PS&E) for bid, Construction Management and Inspection Services for the Sterns Park Improvement Project.

This Park Project is located at 3871 Farquhar Avenue (approximately .38 acres). This project is partially federally funded.

City of Los Alamitos
Ron Noda
Development Services Director
3191 Katella Avenue
Los Alamitos, CA 90720

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

**SECTION B
PROPOSAL RESPONSE REQUIREMENTS**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Proposal Response Requirements

The purpose of this Request for Proposal (RFP) is to solicit and select contractor(s) to provide design plans, specifications, engineers estimate for bid (PS&E), project and construction management, and inspection services for the Sterns Park Improvement Project. Under the direction of the Development Services Director, the selected contractor would serve in the described capacity.

All services provided by the Contractor shall be performed by individuals, who meet the qualification, standards, and requirements for the position. The successful Contractor(s) shall also have the resources to provide effective and timely services including providing customer service to the City of Los Alamitos.

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

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

All requests for information (RFP's) shall be submitted to the City no later than October 10, 2022 at 10 a.m.

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

Section II – Additional Proposal Response Requirements

A: Letter of Transmittal

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

B: Contractor Data

Please submit the following information:

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

C: Proposal

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

1. Letter of Introduction, to include an understanding of the scope of services
2. The firm's approach to delivering the scope of services
3. Brief Contractor profile and number of years the firm has been in business
4. Location of principal office that will be responsible for the implementation of any contracts
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Contractor(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.

6. Three references to include: entity name, contact name, address and phone number of the organization, length of time services were provided, and a description of the services provided.
7. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles. If fixed fee for compensation, payment subject to accepted percentage completion.
8. Accurate list of all personnel who have any relationship to work performed within the scope of this Agreement. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names.
9. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.
10. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.
- 11. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. The proposal shall state that such insurances will be in force at time of contract execution.**

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

Section III - General Conditions

3.1 Authorized Signatures

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

3.2 Award of Proposal

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

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

3.3 Cancellation of Solicitation

The City may cancel this solicitation at any time.

3.4 Compliance with Laws

All Proposals shall comply with current federal, state, and other laws relative thereto.

3.5 Contract Documents, Examination Of:

It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon

which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

3.6 Costs

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

3.7 Disqualification of Proposer

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

3.8 Interpretation of Request for Proposals

City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. The written request for clarifications shall be submitted no later than Thursday, October 10, 2022. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid.

Requests for interpretations shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests.

When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

3.9 Irregularities

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

3.10 Non-Exclusive Contract

The successful Proposer will enter into a non-exclusive contract and the City reserves the right to enter into agreements with other firms for services.

3.11 No Obligation:

The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

3.12 Offers Of More Than One Price

Proposers are NOT allowed to submit more than one Proposal.

3.13 Proposal, Rejection Of:

The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

3.14 Proprietary Information

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

3.15 Public Opening

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

3.16 Severability

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

3.17 Subcontractor Information

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

3.18 Subcontractor References

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

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

3.19 Terms Of An Offer

The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Contractor's proposal will not be made after the selection of the Contractors. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

3.20 Withdrawal Of Proposal

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

**SECTION C
BACKGROUND AND PROJECT EXPECTATIONS**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The City is requesting the services from a qualified firm, which specializes in providing design plans, specifications, engineers estimate for bid project (PS&E), construction management and inspection services for the Sterns Park Improvement Project. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

Sterns Park is located at 3871 Farquhar Avenue, sized at an estimated 16,500 square feet (or .38 acres). The existing park has mature trees, therefore careful attention is to be made to protect in place those trees and design the improvements away from any root intrusion. The park site is surrounded by residential and is generally categorized as a neighborhood park.

Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Contractor. The City reserves the right to add or delete services at any time with 30 days written notice to contractor. If additional services are requested, the contractor is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Contractor at the Contractor's expense and in a manner acceptable to the City. City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the project, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made.

The Contractor shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, EPA and the Material safety Data Sheets (MSDS) standards.

It is the intent of the City to award a contract for design plans, specifications, engineers estimate (PS&E), project and construction management and inspection services for the Sterns Park Improvement Project in form approved by the City Attorney. 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

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

the lowest respondent. The City Council will approve, as part of the annual City budget, with a specified project budget.

A. Definitions

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

**SECTION D
SCOPE OF SERVICES**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.1 Scope of Services

The City of Los Alamitos (hereinafter referred to as City) invites written proposals from qualified firms, which specializes in providing design plans, specifications, engineers estimate for bid project (PS&E), project and construction management and inspection services for the Sterns Park Improvement Project. Under the direction of the Development Services Director, the selected contractor would serve in the described capacity.

Sterns Park is located at 3871 Farquhar Avenue, sized at an estimated 16,500 square feet (or .38 acres). The existing park has mature trees, therefore careful attention is to be made to protect in place those trees and design the improvements away from any root intrusion. The park site is surrounded by residential and is generally categorized as a neighborhood park.

The project timeline is the following:

DESCRIPTION	DATE
Award PS&E, Construction Services Contract	November 21, 2022
Approve Construction Bid Package	February 20, 2022
Award Construction Contract	April 17, 2023
Procurement/Construction	May 2023-November 2023
Approval of Notice of Completion	November 20, 2023

At the discretion of the City, timeline is subject to change.

The contract will include but not limited to the following:

4.1.1 Project Design

Based on a conceptual plan, the proposed improvements should include:

- i All-inclusive accessible playground with rubberized surfacing
- ii LED security area lighting
- iii Concrete paving and improved accessibility
- iv Site amenities such as benches, drinking fountain, trash receptacles, picnic tables and shade shelter
- v Decorative seat walls
- vi Fencing
- vii Fitness equipment with rubberized surfacing
- viii Landscaping and irrigation
- ix Relocating an existing monument plaque and existing boulders

A. Area Lighting

The lighting fixtures shall be selected based on the latest advanced technology in lighting efficiency. Reducing glare to adjacent properties is especially important and will be controlled through fixture type and aiming. Optimum light direction will be

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

determined to set the pole heights, the pole placement, and the light levels required to this neighborhood park.

B. Rubberized Surfacing

The surface material for the playgrounds and fitness areas will be the latest technology in rubberized components and one that is sustainable and produced with recycled materials. The surface material will be one of having long lasting durability and wearability and having the proper coefficient of friction suitable for this type of play and exercise value.

C. Site Grading and Topography

In general, the park site topography is relatively flat. The goal for this project regarding the walkways and open play/fitness areas is allowing sufficient slope to maintain drainage and retention of current drainage patterns.

D. Shade Shelter Architectural Design

The Contractor will coordinate the services of a manufacturing Contractor who specializes in pre-engineered shade shelters. The manufacturing Contractor makes available many options and amenities that allow for a customized appearance. The shelter will be designed with the most current in construction materials technology. Special attention will be the use of recycled materials for the shelter. The specified products and materials for the shelter will be the latest in “Green” technology and efficiency.

E. Site Amenities

Along with these improvements, amenities such as trash receptacles, picnic tables, drinking fountains, and benches shall be incorporated into the park area. All these amenities noted shall be selected based on sustainability materials, ease of replacement parts and durability for public park use.

F. Walking Paths and General Pedestrian Circulation

Many park users come to this park for both sports and leisure activities. The proposed design shall look at the walking paths in the vicinity of the improvement areas and ensure the pathway network has a continuous paved surface. This pathway must include access from street and other various locations.

In addition, these improvements will facilitate a designated pathway for the pedestrian thus offering a safe and understood environment within the park site. Furthermore, the walks/pathways must be designed to comply with current guidelines under the Americans with Disabilities Act (ADA).

G. Playground and Fitness Stations

The playground equipment shall be selected based on an all-inclusive playground system that promotes a high value experience for the various age groups. These play systems will encourage and challenge the park user. Additionally, the play equipment can improve coordination and strength along the way.

The exercise station shall be selected based on accessibility and ease of use to accommodate multiple types of physical fitness levels for strength building and coordination. Additionally, the selection of the equipment will be based on a fitness circuit approach that can be utilized by the users as an option.

H. Tree Preservation

The Contractor will make tree preservation a priority when designing the new improvements. The site reconnaissance will assist in determining proper distances from tree trunks with respect to the walkways and other noteworthy features.

I. Irrigation and Planting

The development of the landscape design will incorporate all aspects of local and state water conservation standards, including meeting the requirements of California Model Landscape Efficient Ordinance (MWELo). The tree, shrub and groundcover palette will be comprised of drought adaptive species suitable for the geographic area, along with a well-designed irrigation system that delivers the highest efficiency. All plants will be chosen based on low maintenance requirements such as trimming/pruning cycles, fertilization needs, and hardiness.

The Contractor must demonstrate experience in integrating drought tolerant and low maintenance plant materials in major urban designs such as sports complexes, city streetscapes, freeways and demonstration gardens. For the irrigation systems, careful analysis and assessment must be considered. New irrigation mainlines and points of connection (meter and backflow prevention location) will be part of the renovations along with all new sprinklers/dripline/rotors that achieves maximum water distribution to the planting material.

4.1.2 Project Approach

Project must be thought-out clearly and carefully during the earliest stages of the project. This equates to a detailed study of the project requirements during the proposal stage, the assignment of a project manager experienced in those project requirements, and the establishment of a project team with individual expertise in their assigned tasks.

The project renovation should be unique, an asset to the surrounding community and maintain its identity as a recreational environment. Good planning is an essential element of any design – whether the design is for a recreational park or institutional facility.

Furthermore, safety and circulation are key factors in design, particularly in a well-planned park environment. These two basic design elements in a public space cannot be compromised or over-emphasized. Indeed, one of the most essential functions of landscape architecture in a park environment is to convey safe and comfortable surroundings. A well-designed park environment can only generate enthusiasm among its users.

The Contractor must have very practical and successful techniques to project development and delivery. The following summarizes the approach to delivering the project on time and within budget:

- i. Contractor will conduct progress meetings with City staff to report updates, any outstanding issues, and proposed resolutions.
- ii. Contractor will coordinate with City staff to schedule the review of project deliverables.
- iii. Contractor will complete required revisions and obtain the approval from the City for project deliverables.

4.1.3 Preliminary Design – Scope of Work

The following scope of services provides information related to the implementation of this project:

A. Kick-off Meeting

Contractor will participate in a kick-off meeting to include the decision makers from the City and other agencies. The meeting will be used to discuss project scope and schedule including the design goals and criteria, roles and responsibilities, work program, budgeting, utility coordination, plan and specification preparation, cost estimate, submittal reviews, and anticipated construction issues. Subsequent meetings for the duration of the project will include project site visits with City staff and staff meetings to review plan check comments at the submittal stages.

B. Topographic Survey, Field Review, Research and Data Gathering

Contractor will conduct a field investigation to verify existing topographic conditions and identify unusual or special conditions and review available improvement plans, utility plans, and data records within the project area. A topographic survey will be performed to document current conditions such as existing grades, surface culture and any other existing items/structures along with assisting with design/placement of the renovations/improvements.

As part of the field review, research and data gathering Contractor will arrange a meeting with the City's maintenance facilities managers and/or supervisor to obtain as much detailed information as possible regarding the proposed improvements (e.g., drainage, hardscape, circulation, irrigation, fence material, etc.). This input will provide specific recommendations pertaining to the improvements for purposes of maximizing the budgets.

The City/Contractor meeting will provide firsthand knowledge about the existing irrigation system and discuss proposed modifications to accommodate the new landscaping. Furthermore, this field review will also identify potential design constraints and conflicts and observe general site conditions.

C. Geotechnical Investigation

Contractor will review available subsurface data or published geologic and geotechnical maps and documents to determine general subsurface conditions at the project site; and determine the most appropriate locations for borings. The field investigation will include site reconnaissance and subsurface exploration. Geotechnical laboratory testing will be performed on representative samples of soil to evaluate the engineering characteristics of these materials. This information will be valuable in determining the subsurface drainage as well as the footing design for the structural design of the shade shelter, general paving installations, bioswales and water quality management thus managing the construction costs at the beginning. Known clearance of subsurface utilities from Underground Service Alert will be obtained prior to commencement of field exploration.

D. Utilities

Contractor will conduct a utilities investigation (i.e., water, sewer, gas, electrical, cable, telephone, storm water) of known utilities within and near the project improvements. The investigation will identify any potential or conflicting issues that can have a significant impact on the project. By knowing this information at the beginning stage, the limits and constraints can be planned accordingly. Contractor will review and present specific requirements for utility facilities including protection, relocation, right-of-way, and construction methods within the vicinity of the utility.

Utility information will be requested from each utility Contractor that has facilities within the limits of the project. This information will be incorporated into the design plans and plotted per the atlases provided by each utility Contractor. Contractor will forward plans to the utility companies requesting verification. At this time, any potential utility conflicts will be identified and presented to the City for discussion and proposed solutions. (Note: Contractor shall provide a fee proposal for design services for utility relocation, if required.) A review of the utility information will be performed to determine the impact of the project on the various utilities and any required potholing by utility companies will be coordinated.

E. Design Development Plan and Preliminary Cost Estimate

Following the survey, research, site data gathering and base mapping, Contractor will prepare a design development plan. The design development plan will address in further detail and understanding the spatial requirements and relationship for the renovation improvements including circulation functions, landscape and irrigation, utility infrastructure, shade shelter architecture, electrical engineering, and grading and drainage systems. In addition, specific items that will be illustrated in the design plan are:

- i. Easements and drainage patterns
- ii. Footprint of shade shelter including elevations
- iii. Fencing materials
- iv. The playgrounds
- v. The fitness station equipment
- vi. The rubberized surfacing for the playgrounds and fitness stations
- vii. Planting palette suggestions for trees, shrubs, and groundcovers, along with their respective locations including existing boulders relocation. Species shall include drought adaptive and California native plants
- viii. Irrigation systems and relocation (i.e., smart controllers, control valves, and low-flow drip).
- ix. Hardscape and softscape surfacing materials for the walkways such PCC concrete and stabilized decomposed granite.
- x. Preservation of trees and/or other noteworthy features.
- xi. Pedestrian circulation.
- xii. Site amenities, (i.e., tables, benches, trash receptacles, urns and drinking fountains).
- xiii. Identify infrastructure (i.e., electrical and storm drainage)
- xiv. Low retaining walls and seat walls
- xv. ADA accessible pathways and path of travel
- xvi. Monument plaque relocation
- xvii. Safety lighting

Contractor will submit the design development plan design to the City for review and comments. Upon the review and comments from the City staff, present a final site design development plan design for final review and acceptance that addresses the comments from all parties. The construction documents for the improvements will not commence until the City has reviewed and accepted the final design development plan design.

All illustrative renderings and drawings submitted will be in a form suitable for public presentations such as City and stakeholders' meetings.

Preliminary Cost Estimation

Based on the City accepted design development plan, the Contractor will prepare a detailed cost estimate for the categories of work to be performed in construction. If the cost estimate exceeds the available funding, at no additional cost, the Contractor will make the necessary revisions and adjustments to meet the financial limitations of the City. Once the City reviews and accepts the opinion of probable costs, Contractor will proceed with the preparation of the final construction documents.

The construction of this project is estimated at \$780,000.

4.1.4 Final Construction Drawings, Specifications and Cost Estimate

A. Construction Documents

This task will be for the entire construction document package encompassing specific plans drawn to a measured scale with construction notes that provide clear direction for the competitive bid. The package will include technical specifications with special provisions in “Greenbook” format (Standard Specifications for Public Works Construction, current edition the City has adopted), and final detailed engineer’s estimate. The plans, specifications, and estimate (PS&E) will be prepared and submitted to the City at three stages- 60 percent, 90 percent, and final 100 percent.

The construction documents shall address requirements of governing agencies. In addition, the Contractor shall obtain approvals from governing agencies prior to advertising of public bidding. If any of the permitting agencies require lengthy submittal processes, the Contractor shall alert the City of potential slow down or stoppage of the project.

The scope of work for the improvements include:

- i. Prepare detail sheets with the required cross sections and details, including conformance with accessibility requirements for ADA path of travel.
- ii. Prepare demolition plan for removal of existing improvements and existing trees, shrubs, etc. conflicting with proposed improvements.
- iii. Prepare civil/grading plan for playground and fitness stations surfacing, shade shelter location, seat walls, PCC sidewalks, and elevations for compliance with accessibility requirements, and for proper drainage.
- iv. Prepare site amenities plan showing the locations/placements of the benches, tables, shade shelter, fitness stations, drinking fountain, and trash receptacles.
- v. Prepare landscape and irrigation modification plans.
- vi. Prepare playground and fitness stations layout plan with associated details.
- vii. Prepare electrical plans for the lighting layout.

The project will include the following submittals and deliverables. The deliverables will be in an electronic form (PDF format) and paper hard copies in full size 24-inch by 36-inch sheet size.

B. Preliminary Plans, Specifications and Estimates at 60 and 90 Percent Stages

Preliminary plans, specifications and cost estimate will be prepared in conformance with the approved design development plan. These documents will be prepared in AutoCAD (and converted to PDF format) and submitted to the City and other responsible parties/governing agencies for preliminary review and acceptance.

C. Final Plans, Specifications and Estimates at 100 Percent Stage

Following review and acceptance of the 60 and 90-percent stages, Contractor will adjust the plans, specifications, and cost estimate to conform to plan check requirements and comments of the City. The final construction PS&E will be completed in detail and submitted to the City and responsible parties/governing agencies for review and final acceptance. The contract documents will be completed in a form sufficient for solicitation of competitive public bids, along with all permit compliances. Contractor shall advise the City of any adjustments to previous estimates of probable construction cost indicated by changes in requirements or general market conditions. The final submittal and deliverable materials include:

- i. 100-percent construction plans stamped by the landscape architect, civil and electrical engineers, as required.
- ii. 100-percent technical specifications and special provisions including bid items schedule
- iii. Final engineer's estimate including bid items unit cost

A summary of plans for the construction document package will include:

- iv. Title sheet with vicinity map, general notes, signatures and approvals blocks, legend, sheet index, and utility contact information
- v. Detail sheets with construction notes – scale as required
- vi. Civil/grading improvement plans – 20 scale
- vii. Typical sections and details – scale as required
- viii. Erosion control plan – 20 scale
- ix. Demolition plan – 20 scale
- x. Construction layout plan – 20 scale
- xi. Playground equipment and fitness equipment layout plan and details – 10 scale

- xii. Utility plan (sewer and water) – 40 scale
- xiii. Planting and irrigation modification plans – 20 scale
- xiv. Hardscape layout and site amenities plan – 20 scale
- xv. Architectural plans for the shade shelter – 1/8 scale
- xvi. Electrical and lighting plans and details – 20 scale
- xvii. Property/topographic survey
- xviii. Water quality and LID plan – 20 scale

A summary of specifications and reports for the construction document package will include:

- xix. Construction specifications with special provisions and technical specifications
- xx. Construction cost estimate
- xxi. Geotechnical report (for the shade shelter, infiltration rates and general pavement installations)
- xxii. LID Report
- xxiii. Drainage report

D. Constructability Review

Contractor will provide a constructability review of the project as part of the design process. This review is a standard quality control measure used by Contractor to help prevent change orders. This review will include a) performing a job walk, reviewing the existing improvements, and identifying potential conflicts, including pedestrian, access, utilities, and right-of-way issues, and b) reviewing the design and specifications to identify potential construction issues.

4.1.5 Bid Support Services

A. Bidding Assistance

Contractor will be available throughout the bid period to review and respond to questions and provide analysis and interpretation of the drawings and specifications.

Contractor will provide the City with the following items during the bidding period:

- i Respond to questions during project advertising phase
- ii Assist with the preparation of addenda
- iii Assist with reviews of “or equal” products prior to bid opening
- iv Review and analyze bid results and prepare bid summary
- v Verify contractor’s references, bonding, insurance, and contractor’s license

4.1.6 Construction Support Services

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

A. Construction Support Contractor will assist the City during the construction phase by attending a pre-construction meeting, reviewing, and approving materials submittals and responding to request for information (RFI). During the construction period, Contractor will be available to provide analysis and interpretation of the drawings and specifications, review and respond to material submittals and review shop drawings for compliance with the contract. Contractor can assist the City with reviewing change orders and prepare project bulletins.

Furthermore, Contractor shall be available for a pre-final and final acceptance observation walk-through with associated punch list items and the preparation of as-built record drawings. Below describes in detail the construction support services:

Shop Drawings Review - Contractor will review contractor's shop drawings, material submittals and respond to requests for information (RFI). The shop drawings and submittals will be logged in once we received them and a project file setup for record keeping and tracking purposes. Turnaround time for the reviews will be between 5-7 working days, depending on the complexity of the submittal.

Acceptance Inspection (Punch List) - Contractor will perform a pre-final walk-through and follow-up with a final check of the project to ensure that the work is completed as intended, along with assisting the City in obtaining required turnover items. A punch list (at the pre-final and final) will be prepared by Contractor prior to final acceptance by the City.

As-Built Record Drawings - Contractor will review and approve contractor's as-built drawings. In preparing the record drawings, Contractor will take the original construction drawings (and any bulletins issued during construction and redlines by the contractor) and make drafting notations to reflect as built conditions and submit to the City as record drawings. The final deliverables will be on mylars plan sheets.

B. Exclusions

- i Perform hazardous materials (asbestos, lead paint, aerially deposited lead, etc.) testing and related services
- ii Plan check, permit, or similar fees to governmental agencies
- iii Removal or treatment of hazardous materials encountered on or at the site
- iv Preparation of environmental documentation
- v Acoustic analysis reports, design, or consultation by an acoustical consultant
- vi SWPPP – note, this document will be noted in the construction documents to be prepared and furnished by the Contractor.

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

4.1.7 Construction Management

- A.** Review plans, specifications, and all other contract and construction- related documents.
- B.** Assist the City with public awareness and information program to keep residents and local stakeholders informed of project status, along with impacts to traffic flow circulation, including answering public questions about project.
- C.** Prepare construction file, including establishment of document control systems. A copy of the Contractor's construction file checklist shall be provided upon request.
- D.** Ensure contractor distributes public construction notices and places construction and information signs.
- E.** Prepare special concerns to be presented at preconstruction conference.
- F.** Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
- G.** Review Contractor's safety program in consultation with City staff.
- H.** Through the Contractor's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents.
- I.** Log, track, and process submittals, RFI's, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.
- J.** Closely review schedule and advise Contractor to take action on schedule deviations.
- K.** Document Contractor's 20-day notices, mechanic's liens, and stop notices.
- L.** Assume responsibility for coordination with inspection staff and City staff.
- M.** Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
- N.** Coordinate Contractor's field work with utility companies and other agencies.
- O.** Prepare weekly statement of working days and submit to contractor and City.
- P.** Establish and conduct weekly construction progress meetings to:
 - i. Resolve all old business issues to maximum extent possible
 - ii. Address all items of new business as presented by any party
 - iii. Review project schedule and address any deviations
 - iv. Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs

- v. List status of construction items recently undertaken or ongoing
- vi. List planned construction items for next two weeks (two-week look ahead of schedule)
- vii. Review SWPPP issues
- viii. Review Contractor's safety program
- Q.** Prepare minutes for weekly construction progress meeting.
- R.** Provide the City's Project Manager with copies of federally-compliant labor and equipment reports and EEO interviews.
- S.** Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
- T.** Evaluate and respond to contractor's requests for clarification of plans and specifications.
- U.** Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to Contractor.
- V.** Conduct special site meetings, when necessary, with Contractor and City staff to review job progress, scheduling, and coordination.
- W.** Perform quantity, time, and cost analyses required for negotiation of contract changes.
- X.** Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
- Y.** Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
- Z.** Maintain all data for change orders and record information with regard to time of dispute, time of notification by contractor, and action taken by inspector.
- AA.** Monitor materials documentation and testing results and enforce corrections.
- BB.** Review for approval Contractor's progress payment requests; negotiate differences over amount with contractor; and process payments through City's Project Manager.
- CC.** Monitor preparation of punch list at substantial completion and follow up.
- DD.** Routinely review construction files to ensure conformance to City standards and good construction management practices.
- EE.** Ensure City receives as-built set of drawings at completion.
- FF.** Assist City with stop notices and release of retention.
- GG.** Provide memorandum of clearance to issue notice of completion.
- HH.** Finalize and deliver all construction files and supplies to City for their records.

4.1.8 Construction Inspection

- A.** Review plans, specifications, and all other contract and construction related documents.
- B.** Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
- C.** Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements for other agencies.
- D.** Verify that the contractor conforms to the design survey line and grades.
- E.** Attend weekly progress meetings with the construction manager, contractor, and subcontractors.
- F.** Inspector will provide full-time and as-needed construction inspection of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
- G.** Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. It is the contractor's sole responsibility to provide workers with a safe working environment.
- H.** Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
- I.** Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
- J.** Conduct daily measurements of quantities of work with the contractor.
- K.** Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
- L.** Assist in coordinating of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
- M.** Coordinate with Contractor and utility companies to assist in the identification of unknown utilities and possible relocation of interfering structures or lines.
- N.** Ensure compliance of Underground Service Alert notification/delineation.
- O.** Evaluate the Contractor's operation and production with respect to quality and progress and report to the construction manager.
- P.** Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
- Q.** Coordinate testing and closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.

- R. Maintain copies of all permits needed to construct the projects and enforce special requirements of each.
- S. Prepare federally compliant labor and equipment reports and conduct EEO interviews of Contractor and Subcontractor personnel.
- T. Prepare and maintain detailed diary inspector reports on construction progress.
- U. Prepare clear and concise letters and memoranda, as needed. establish a solid paper trail.
- V. Assist with the review and evaluation of change order work.
- W. Provide complete measurements and calculations documentation to administer progress payments.
- X. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
- Y. Prepare a punch list at substantial completion and follow-up with the contractor regarding progress of corrections.

4.1.9 Labor Compliance

- A. Assist City in ensuring that all required documentation is completed and submitted by the General Contractor and its subcontractors.
- B. Determine the project's applicable federal prevailing wage decision/state wage determination.
- C. Verify the contracting eligibility of selected contractor and subcontractors by checking the contractor's license, DIR public works registration status, and non-appearance on state (Division of Labor Standards Enforcement) and federal (System for Award Management) debarment lists.
- D. Implement, monitor, and enforce California Labor Code and California Code of Regulations (CCR).
- E. Collect, store, review, and audit weekly Certified Payroll Reports (CPRs), Fringe Benefit Statements, DAS-140, DAS-142, CAC-2, trustee reports, apprentice certifications, and other required documents.
- F. Collect and review supporting documents including, but not limited to, inspector logs, job logs, timesheets, EEO interview forms, and sign-in sheets to reconcile employment data.
- G. Review EEO interviews to verify craft classifications and wages, compliance with the Copeland Act (anti-Kickback law), and apprentice ratios, using the appropriate interview forms and covering the appropriate number and ratio of workers.

- H. Investigate potential discrepancies or delinquencies. Notify contractor of missing documentation, potential underpayments, or other irregularities; specify corrective actions required.
- I. Prepare and submit labor standards violation and enforcement reports documenting delinquencies, violations, and underpayments, as needed. Coordinate with City the withholding of progress and/or final payment and assist in preparing, processing, and assessing fines and penalties, as required.
- J. Prepare and submit activity and summary reports related to labor compliance on behalf of City, as needed.
- K. Meet with governmental entities for reviews and audits, as requested.
- L. Submit original labor compliance documentation and an electronic copy to City for retention.

4.1.10 Assumptions

- A. Submittals will be reviewed by the Designer
- B. Proposal shall include constructability review
- C. Proposal includes special inspections
- D. Inspection services require payment of prevailing wage
- E. No more than 8 hours per day required for inspection
- F. No night or weekend work required for inspection (unless deemed necessary by the City)
- G. Any and all new utility services for electrical, water or other utilities required for the project will be coordinated during the design phase and will be in place prior to start of construction
- H. Any and all permits required for this project will be applied for during the design phase and procured prior to the start of construction.

5.0 Service Changes

In the event that additional services are deemed necessary by the City the City may, at its discretion, increase the Contractor(s) service requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the added work, based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the Contractor(s) proposal.

A. Damage 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.

5.1 Service Schedules

The Contractor(s) 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(s) 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.

5.2 Contractor Staff

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- C. The Contractor shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall work with the City in planning and scheduling work for completion of tasks, and shall be accessible to City staff via email, phone or in-person as necessary. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. Should it be determined by the City that the quality of work provided is substandard, at its discretion; the City may request the presence of a Supervisor during cleaning hours.
- D. The Contractor(s) shall provide sufficient staffing to perform all work in accordance with the specifications set forth herein.
- E. The City may, at any time, give the Contractor(s) notice to the effect that the conduct or action of a designated employee of the Contractor(s). The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor(s) 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.

- F. The Contractor shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and to 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.
- G. The contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, fax machines, etc.

5.3 Dress Code and Appearance

The Contractor(s) shall require each of its employees to adhere to industry standards of work ethics and attire. 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.

5.4 Contract Enforcement

The Contractor(s) or its authorized representative shall meet on the site quarterly, 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 cleaning 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 City, representative(s) in the review and monitoring of Contractor's performance, 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.

5.5 Liquidated Damages

Once the work has commenced, should the contractor fail to perform, as specified, the services required and agreed to, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, contractor shall agree to the following liquidated damages:

1. Should trained personnel not report to provide the services required by the contract, the City will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the

on the Contract or Contractor will be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.

2. Should Contractor fail to perform under the terms of the contract, the City will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of Two Hundred Fifty Dollars (\$250.00) per occurrence will be deducted from payments due the Contractor.
3. Liquidated damages of Two Hundred Fifty Dollars (\$250.00) per occurrence will continue to be deducted from payments due the Contractor until the performance failure is remedied.

Liquidated Damages: Failure of the Contractor to respond to problems referred to them by the City within the time limits established above shall result in the following deductions from invoiced payments:

1. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building;
2. Minor problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location);
3. Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility;
4. Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% deduction of the total monthly contract cost;
5. Inspection reports (completed by City staff) for a one-month period will be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a 10% deduction of the total monthly contract cost on the next payment. (Inspection reports will be discussed weekly between the Contractor and the City such that the Contractor will be informed by the City of the aforementioned process. These liquidated damages are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

SECTION E
PROPOSAL SCHEDULE

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**SECTION E
PROPOSAL SCHEDULE**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Proposal A – Project Design, Plans, Specification and Construction

Description	Fee
Civil Engineering Plans/Topographic Survey	
Site Amenities Plans	
Landscape And Irrigation Plans	
Shade Shelter Plans	
Playground And Fitness Stations Plans	
Geotechnical Investigations	
Specifications And Cost Estimates	
Bidding Assistance	
Construction Support Services – Federal Labor Compliance	
Project Management	

Sub-Consultant	Fee

Proposal A Schedule Total: \$ _____

Proposal B – Project/Construction Management and Inspection Services

Task/Classification	Construction Manager	Construction Inspection	Clerical	Total Labor	Misc. Expenses	Total Cost
Hourly Rate:						
Preconstruction Services						
Construction Services						
Post Construction Services						
Totals						

Proposal B Schedule Total: \$ _____

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

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 A & B Total: \$ _____

Proposal Schedule Total (in word): _____

SECTION F

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT**
[enter name of contractor]

THIS AGREEMENT FOR PROJECT MANAGEMENT FOR STERNS PARK IMPROVEMENT PROJECT ("Agreement") is made and entered into, to be effective this ____ day of _____ 2022 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and _____, a _____, ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide design, plans, specifications, construction management and inspection services for the Sterns Park Improvement Project. It is preferred that the contractor provide the City an opportunity to review contract documents and RFP's in advance of the agenda report deadlines.

B. In response to City's formal Request for Proposals No. ____ (RFP), dated _____, 2022, Contractor has submitted to City a written proposal, dated _____, 2022, to provide the desired services.

C. City desires to engage Contractor 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 CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2022, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. _____, dated _____; and (3) Contractor's Proposal,

Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor’s Proposal.

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

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

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

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

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

2. COMPENSATION

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

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

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

4. COORDINATION OF PROJECT SERVICES

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

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

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

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

4.4 Independent Contractor.

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

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

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

employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

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

5.2.2 Commercial General Liability Insurance. 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.

5.2.3 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.

5.2.4 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 Contractor 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.)

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 Contractor 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:

Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@cityoflosalamitos.org

With copy to:

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

To Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

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

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

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

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

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

10.7 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Contractor agrees to fully comply with all

applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title

By: _____
Name
Title

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2021

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8F

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Claborn, Chief

Subject: Professional Services Agreement for Crossing Guard Services with All City Management Services

SUMMARY

The City of Los Alamitos has outsourced crossing guard services to All City Management Services (ACMS) since FY 2016-2017. ACMS has successfully and effectively provided crossing guard services since that time. Staff is supportive of continuing this relationship into the next fiscal year. If approved, the proposed amendment would extend the term of the Professional Services Agreement with ACMS for an additional (1) one-year term which will expire June 30, 2023.

RECOMMENDATION

Authorize the Mayor to execute Amendment 3 to the Profession Services Agreement for crossing guard services with All City Management Services in the amount of \$108,304.56 with a term expiring June 30, 2023.

BACKGROUND

Since July 2018, the City of Los Alamitos has contracted with All City Management Services for the provision of crossing guard services. The program has provided the Los Alamitos Unified School District's students with safer routes to and from school. The cities of Los Alamitos, Seal Beach, and the community of Rossmoor have children who attend Los Alamitos School District grade schools and middle schools. The students and community have directly benefited from this program. All City Management Services has met or exceeded the expected level of service.

DISCUSSION

All City Management Services is the only nationwide company specifically and exclusively providing school crossing guard services. Their Corporate Office is in Santa Fe Springs, California but also have offices in Nevada, Texas, Kansas, and New York.

The primary focus of their business model is to assume responsibility for the task and challenges of privatizing and managing a successful crossing guard program. They have 30 years of experience and lead the crossing guard industry in the development of crossing guard standards for training, supervision and safety.

ACMS assumes the responsibility for personnel and recruitment, background and security clearance, training, payroll, providing substitutes, supervision, handling of complaints, problem resolution, site safety inspections and communicating with schools.

ACMS continuously conducts site safety inspections throughout the school year. ACMS will observe the crossing locations during the school year to provide them a clear and accurate understanding of the traffic patterns and related safety concerns to complete a thorough assessment in order to make recommendations of changes to service levels when necessary.

FISCAL IMPACT

The proposed annual cost for ACMS crossing guard services for FY 2022-2023 is \$108,304.56. Sufficient funds have been requested in the Police Department's proposed Fiscal Year 2022-2023 budget to fund the (1) one-year extension.

- Attachment:
1. Amendment 3 - All City Management
 2. All City Management Services (2021)
 3. All City Management Services (2019)
 4. All City Management Services (2018)

AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT
All City Management Services, Inc

This Amendment No. 3 to Professional Services Agreement (“Amendment”) is made and entered into on this 19th day of September, 2022 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, All City Management Services, Inc., a Corporation (“Firm”). City and Firm are sometimes hereinafter collectively referred to as the “Parties”.

RECITALS

A. City and Firm entered into that certain Professional Services Agreement for crossing guard services on July 1, 2018, which was subsequently amended by that certain Amendment No. 1 to Professional Services Agreement on July 1, 2019, and Amendment No. 2 to Professional Services Agreement on July 1, 2021 (collectively, the “Agreement”), which is incorporated herein by this reference.

B. City and Firm desire to amend the Agreement to extend the term of the Agreement for any additional period of one (1) year, subject to the terms and provisions of this Amendment.

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

1. Section 3 of the Agreement is hereby amended and restated in its entirety to read as follows:

“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 five (5) years, ending June 30, 2023.”

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: _____
Shelly Hasselbrink
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, CMC
City Clerk

“Firm”

All City Management Services, Inc.

By: _____
Baron Farwell
General Manager

By: _____
Demetra Farwell
Administrative Services

**AMENDMENT No. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
All City Management Services, Inc.**

This Amendment No. 2 to Professional Services Agreement (“Amendment”) is made and entered into on this 1st day of July, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, All City Management Services, Inc., a Corporation (“Firm”).

RECITALS

A. City and Firm entered into that certain Professional Services Agreement for crossing guard services on October 23, 2016, which was subsequently amended by that certain Amendment No. 1 to Professional Services Agreement on July 1, 2019 (collectively, the “Agreement”), which is incorporated herein by this reference.

B. City and Consultant desire to amend the Agreement to extend the term of the agreement, update the cost proposal and potential maximum annual costs, subject to the terms and provisions of this Amendment.

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

1. Section 3 of the Agreement is hereby amended and restated in its entirety to read as follows:

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 four years, ending June 30, 2022, unless extended by mutual written agreement of the Parties to a maximum of three (3) additional one-year terms.

2. Exhibit “A” (Proposal/Scope of Services) to the Agreement is hereby repealed and replaced by Exhibit A to this Amendment.

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

4. 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

DocuSigned by:
By: Mark Chirco
7ABEE91E5DC41FE... 7/11/2021
Mark Chirco
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF418... 7/11/2021
Michael S. Daudt
City Attorney

DocuSigned by:
By: Windmera Quintanar
54BCC2B54CA8409... 7/12/2021
Windmera Quintanar, MMC
City Clerk

“Firm”

All City Management Services, Inc.

DocuSigned by:
By: Baron Farwell
4B62FF564A514AD... 7/9/2021
Baron Farwell
General Manager

DocuSigned by:
By: Demetra Farwell
R1AE6C780AB747B... 6/24/2021
Demetra Farwell
Corporate Secretary/Director of
Administrative Services

All City Management Services Inc.**Client Worksheet 2021 - 2022****Department:** 705**Billing Rate for 2021/2022: \$23.94**

City of Los Alamitos
3201 Katella Ave.
Los Alamitos, CA 90720

KEY:**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

		6		180		\$23.94	=	\$25,855.20
2	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		10.5		180		\$23.94	=	\$45,246.60
3	Sites at 3.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		8		180		\$23.94	=	\$34,473.60
2	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School Sites

		6		19		\$23.94	=	\$2,729.16
2	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS**4524****TOTAL ANNUAL PROJECTED COST****\$108,304.56**

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
All City Management Services, Inc.

This Amendment No. 1 to Professional Services Agreement (“Amendment”) is made and entered into on this 1st day of July 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, All City Management Services, Inc., a Corporation (“Firm”).

RECITALS

A. City and Firm entered into that certain Professional Services Agreement for crossing guard services on July 1, 2018 (“Agreement”), which is incorporated herein by this reference.

B. City and Consultant desire to amend the Agreement to extend the term of the agreement, update the cost proposal and potential maximum annual cost, subject to the terms and provisions of this Amendment.

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

1. Section 3 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4 “Expiration Date”: June 30, 2021”

2. Attachments 1- 4 to this Amendment are hereby appended and made a part of Exhibit “A” (Proposal/Scope of Services) to the Agreement.

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

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

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

"City"

City of Los Alamitos

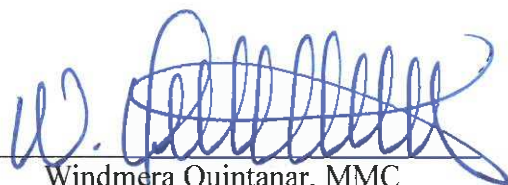
By: 
Warren Kusumoto
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

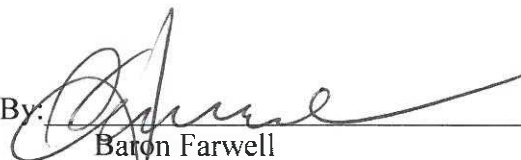
By: 
Michael S. Daudt
City Attorney

ATTEST:

By: 
Windmera Quintanar, MMC
City Clerk

"Firm"

All City Management Services, Inc.

By: 
Baton Farwell
General Manager

By: 
Demetra Farwell
Director of Administrative Service

ATTACHMENT 1:
PROPOSED HOURLY RATE, CLIENT WORKSHEET 2019-2020



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Los Alamitos, CA** Crossing Guard Program.

Proposed Hourly Rate: Twenty Dollars and Seventy-eight Cents (**\$20.78**) per hour, per guard. This pricing is based upon 7 crossing guards compensated an average of 3.5 hours per, for 180 school days annually. This pricing also includes 2 crossing guards compensated an average of 3.0 hours per day for 19 summer school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 4,524 hours, we project a **Not to Exceed price of \$94,008.72 for contract year 2019 – 2020.**

This pricing considers State of California Split Shift Wage Order and presumes the crossing guards will be on site two (2) shifts totaling 2.5 hours or less daily.

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Los Alamitos** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell:

baron@thecrossingguardcompany.com

Vice President of Operations: Patricia Pohl: pat@thecrossingguardcompany.com

Director of Marketing: Harlan Sims: harlan@thecrossingguardcompany.com

Comptroller Frank Luna: frank@thecrossingguardcompany.com

All City Management Services Inc.

Client Worksheet 2019 - 2020

Department: 705

Billing Rate for 2019/2020: \$20.78

City of Los Alamitos
 3201 Katella Ave.
 Los Alamitos, CA 90720

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

2	Sites at 3.0 hrs per day	6	Total Hrs/day	X	180	days/yr	X	\$20.78	=	\$22,442.40
								Hourly Billing Rate		
3	Sites at 3.5 hrs per day	10.5	Total Hrs/day	X	180	days/yr	X	\$20.78	=	\$39,274.20
								Hourly Billing Rate		
2	Sites at 4.0 hrs per day	8	Total Hrs/day	X	180	days/yr	X	\$20.78	=	\$29,923.20
								Hourly Billing Rate		

Summer School Sites

2	Sites at 3.0 hrs per day	6	Total Hrs/day	X	19	days/yr	X	\$20.78	=	\$2,368.92
								Hourly Billing Rate		

TOTAL PROJECTED HOURS

4524

TOTAL ANNUAL PROJECTED COST

\$94,008.72

ATTACHMENT 2:
PROPOSED HOURLY RATE, CLIENT WORKSHEET 2020-2021



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Los Alamitos, CA** Crossing Guard Program.

Proposed Hourly Rate: Twenty-two Dollars and Eight Cents (**\$22.08**) per hour, per guard. This pricing is based upon 7 crossing guards compensated an average of 3.5 hours per, for 180 school days annually. This pricing also includes 2 crossing guards compensated an average of 3.0 hours per day for 19 summer school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 4,524 hours, we project a **Not to Exceed price of \$99,889.92 for contract year 2020 – 2021.**

This pricing considers State of California Split Shift Wage Order and presumes the crossing guards will be on site two (2) shifts totaling 2.5 hours or less daily.

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Los Alamitos** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell:

baron@thecrossingguardcompany.com

Vice President of Operations: Patricia Pohl:

pat@thecrossingguardcompany.com

Director of Marketing: Harlan Sims:

harlan@thecrossingguardcompany.com

Comptroller Frank Luna:

frank@thecrossingguardcompany.com

All City Management Services Inc.

Client Worksheet 2020-2021

Department: 705

Billing Rate for 2020-2021: \$22.08

City of Los Alamitos
3201 Katella Ave.
Los Alamitos, CA 90720

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

		6		180		\$22.08	=	\$23,846.40
2	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		10.5		180		\$22.08	=	\$41,731.20
3	Sites at 3.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		8		180		\$22.08	=	\$31,795.20
2	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School Sites

		6		19		\$22.08	=	\$2,517.12
2	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

4524

TOTAL ANNUAL PROJECTED COST

\$99,889.92

PROFESSIONAL SERVICES AGREEMENT
[All City Management Services, Inc.]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 1st day of July 2018 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and All City Management Services, a Corporation, (“Firm”). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide Crossing Guard Services Management (“Project”).

B. Firm has submitted to City a written proposal, dated May 9, 2018, to provide Crossing Guard Services Management for the Project.

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

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

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in Firm’s Proposal, dated May 9, 2018, consisting of Proposed Hourly Rate and Client Work Sheet 2018-2019 attached hereto as Exhibit “A” (“Scope of Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope

of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2nd) the Scope of Services.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the professional hourly rates and charges set forth in the "Proposed Hourly Rate" in an amount not to exceed Eighty eight thousand one hundred twenty-eight Dollars (\$88,128). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or

negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of one year, ending on June 30, 2019 unless extended by mutual written agreement of the Parties to a maximum of three (3) two (2) year terms.

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly

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

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The

policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

has been provided through another insurance company or companies meeting all requirements of this Agreement.

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

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

5.9 Insurance for Subconsultants. Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are

cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

8.6 Termination for Default of Firm.

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

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this

Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars (\$250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm

will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

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

To City:

Sean Connolly, Captain – Support Services
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
sconnolly@cityoflosalamitos.org

With copy to:

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

To Firm:

All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
demetra@thecrossingguardcompany.com

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

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

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

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

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

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

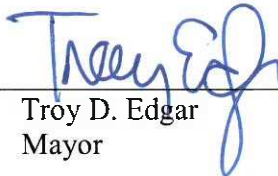
10.0 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

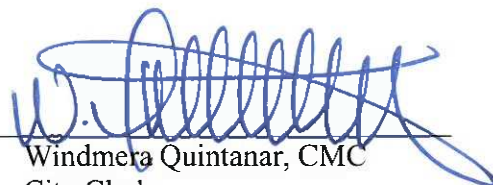
By: 
Troy D. Edgar
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By: 
Michael S. Daudt
City Attorney

ATTEST:

By: 
Windmera Quintanar, CMC
City Clerk

“Firm”

All City Management Services, Inc.

By: 
Baron Farwell
General Manager

By: 
Demetra Farwell
Director of Administrative Service

EXHIBIT "A"

FIRM'S PROPOSAL: PROPOSED HOURLY RATE, CLIENT WORKSHEET 2018-2019

DATED: May 9, 2018



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the City of Los Alamitos Crossing Guard Program.

Proposed Hourly Rate: Nineteen Dollars and Forty-Eight Cents (**\$19.48**) per hour, per guard. This pricing is based upon 7 crossing guards compensated an average of 3.5 hours per day for 180 school days annually and 2 crossing guards for 19 summer school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 4,524 hours annually we project a **Not to Exceed price of \$88,127.52** for contract year 2018-2019.

This pricing considers State of California Split Shift Wage Order and presumes the guards will be on site two (2) shifts totaling 2.5 hours or less daily.

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. Los Alamitos would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. **If the City should desire any such additional equipment the additional cost would be billed to the City.**

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.acmssafety.com

24 Hour Emergency Dispatch: 877.363.2267

General Manager cellular number: 310.877.7336

Email address: baron@thecrossingguardcompany.com

General Manager: Baron Farwell

Director of Administrative Service: Demetra Farwell: demetra@thecrossingguardcompany.com

Director of Marketing: Harlan Sims: harlan@thecrossingguardcompany.com Director

of Finance (ACCT): Noel Concha: noel@thecrossingguardcompany.com

All City Management Services Inc.

Client Worksheet 2018 - 2019

Department: 705

Billing Rate for 2018/2019: \$19.48

City of Los Alamitos
3201 Katella Ave.
Los Alamitos, CA 90720

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

		6		180		\$19.48	=	\$21,038.40
2	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		10.5		180		\$19.48	=	\$36,817.20
3	Sites at 3.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		8		180		\$19.48	=	\$28,051.20
2	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School Sites

		6		19		\$19.48	=	\$2,220.72
2	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS	4524	TOTAL ANNUAL PROJECTED COST	\$88,127.52
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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8G

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for the Briggeman Drive Street Improvements (CIP No. 22/23-03)

SUMMARY

This item recommends awarding a bid to United Paving Company to begin the Briggeman Drive Street Improvements Project (CIP 22/23-03).

RECOMMENDATION

1. Award of contract for the Briggeman Drive Street Improvements Project (CIP 22/23-03) in the amount of \$133,930.00 to United Paving Company; and,
2. Authorize the Mayor to execute the contract with United Paving Company 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 20% or \$26,786.00.

BACKGROUND

During the construction of the Fairfield Inn Hotel (10650 Los Alamitos Boulevard), Briggeman Drive was widened from Los Alamitos Boulevard to the easterly property limits. The widening helps facilitate large semi-axle truck turning movements onto Briggeman Drive via Los Alamitos Boulevard and also provides additional street parking. This project, CIP 22/23-03, will widen the southeastern portion of Briggeman Drive from Reagan Street to 300 feet in the westerly direction of the intersection shown below in the picture. The widening will be 5-feet curb-to-curb in the easterly lane. The southwest curb ramp at the Reagan Street/Briggeman Drive intersection will be realigned to conform to the widening and will adhere to current ADA standards. Briggeman Drive will remain one lane in each direction.

BID OPENING: AUGUST 6, 2022 AT 11 AM

Page 1 of 2

**CITY OF LOS ALAMITOS
BRIGGEMAN DRIVE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 22/23-03**

BID OPENING: AUGUST 6, 2022 AT 11 AM

BID PROPOSAL

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

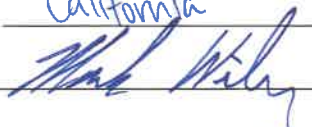
If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: Superior Paving Company Inc dba United Paving Co.

MAILING ADDRESS: 1880 N. Delilah St. Corona, Ca. 92879

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: 

TITLE: RMO

DATE: 8/15/2022

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E-SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: Superior Paving Company Inc dba United Paving Co
CONTRACTOR'S LICENSE NO.: 865828
AUTHORIZED SIGNATURE: Matt Willy
TITLE: RMO
DATE: August 15, 2022

BID SCHEDULE (Continued)

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE

BRIGGEMAN DRIVE STREET IMPROVEMENTS					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$ 16,293.00	\$ 16,293.00
2	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
3	Unclassified Excavation (Parkway Excavation)	150	CY	\$ 100.00	\$ 15,000.00
4	Remove and Construct Curb & Gutter Per SPPWC Std Plan No 120-2	255	LF	\$ 70.60	\$ 18,003.00
5	Construct 4-Inch Thick PCC Sidewalk Per SPPWC Std Plan No 112-2	180	SF	\$ 23.60	\$ 4,248.00
6	Remove and Construct Driveway (MOD) Per SPPWC Std Plan No 110-2	400	SF	\$ 26.47	\$ 10,588.00
7	Remove and Construct Curb Ramp Per SPPWC Std No 111-5	1	EA	\$ 8,000.00	\$ 8,000.00
8	Remove and Construct Longitudinal Gutter Per SPPWC Std No 122-2	10	LF	\$ 235.30	\$ 2,353.00
9	Construct 12-Inch Thick Full-Depth AC Over 8" Thick 95% Relatively Compacted Subgrade	150	TN	\$ 225.00	\$ 33,750.00
10	Furnish and Install Detectable Warning Surface	3	EA	\$ 940.00	\$ 2,820.00
11	Remove and Construct Curb Drain Per SPPWC Std Plan No 150-3	2	EA	\$ 6,470.50	\$ 12,941.00
12	Relocate traffic signs	2	EA	\$ 90.50	\$ 181.00
13	Traffic Striping	1	LS	\$ 3,753.00	\$ 3,753.00
Subtotal					133,930.00

Bid Schedule Total \$ 133,930.00

Bid Schedule Total (in words):

One hundred thirty-three thousand nine-hundred thirty dollars & zero cents

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.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

For the purposes of determining the lowest responsible bidder, the Bid Schedule Total shall be considered.

Superior Paving Company Inc. dba United Paving Co.
(Company Name of Bidder)

8/15/2022
(Date)

BID BOND

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Superior Paving Company, Inc.
KNOW ALL MEN BY THESE PRESENTS that Bidder dba United Paving Company, as PRINCIPAL,
The Ohio Casualty Insurance
and Company, as SURETY, are held and firmly bound unto the City of Los Alamitos as
AGENCY, in the penal sum of ten percent of the amount bid
dollars (\$ 10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to
AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree
to be bound, jointly and severally, firmly by these presents.

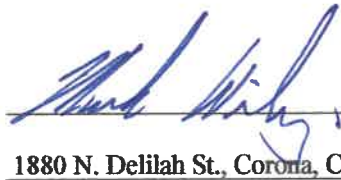
The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and
its BOND shall be in no way impaired or affected by any extension of the time within which the
AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit
a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a
contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL
provides the required payment and performance bonds and insurance coverages to AGENCY, then this
obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 5th day of
August 2022, ~~2021~~.

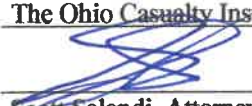
PRINCIPAL*

Superior Paving Company, Inc. dba United Paving Company


1880 N. Delilah St., Corona, CA 92879 tel. 951-739-9200

SURETY*

The Ohio Casualty Insurance Company


Scott Salandi, Attorney-in-fact
790 The City Drive South, Suite 200, Orange, CA 92868 tel. 949-316-1810

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and
telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this _____ day of _____, 2021.

NOTARY PUBLIC _____ (SEAL)

CALIFORNIA 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 Riverside

On August 15, 2022

Date

before me, Marlisa Irene Bustos, notary public

Here Insert Name and Title of the Officer

personally appeared

Mark Wiley

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 Marlisa Bustos

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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 August 5, 2022 before me, Lauren Emily Bierman
(insert name and title of the officer)

personally appeared Scott Salandi,
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 Lauren Emily Bierman (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202672-977490**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David S. Jacobson; Scott Salandi; Leonard E. Ziminsky

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of December, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of August 2022



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

BID BOND

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of _____ dollars (\$ _____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2021.

PRINCIPAL*

SURETY*

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 2021.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order*, certified check*, cashier's check*, cash*, payable to the order of the City of Los Alamitos in the amount of _____ Dollars (\$ _____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned."

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: Superior Paving Company Inc dba United Paving Co.

Business Address: 1880 N. Delilah St. Corona, Ca. 92879

Telephone: 951-739-9200 FAX: (951) 739-9400

E-mail: Marlis@united-paving.com

Contractor's License No.: 865828 Date License Issued: 10/24/2004

License Expiration Date: 10/31/2023

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Sabas Trujillo / President, treasurer, secretary, 1880 N. Delilah St. Corona, Ca. 92879 / 951-739-9200

Mark Wiley / RMO / 1880 N. Delilah St. Corona, Ca 92879 / 951-739-9200

Steven Fitzpatrick / Vice President / 1880 N. Delilah St. Corona, Ca 92879 / 951-739-9200

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No . If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: N/A

Reason: _____

Provide Status and any Supplemental Statement: _____

N/A

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: _____ Federal / State: _____

If "yes", identify and describe, (including status): _____

N/A

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No Codes / Laws: _____ Section / Article: _____

If "yes", identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 15 day of August, 2021, at Corona, California.

Authorized Representative Signature and Title

 , RMO

EXPERIENCE STATEMENT

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: Asphalt Reconditioning Project Client: Riverside Unified School District
Date: 7/22/2021 Project Value: \$153,981.00 Contact: Dave Faray Tel # 951-788-7496
Description: Asphalt paving striping
seal coat
crack fill

Subject to Federal Labor Standards:

☒ Yes ☐ No

Project Title: Vejar Elementary School Parking Lot Client: Walnut Elementary School District
Date: 5/12/2022 Project Value: \$502,284.00 Contact: Suzanne Beach Tel # 909-595-1261
Description: demo, rock base, asphalt paving, landscape, electrical, plumbing,
seal coat, striping, concrete, fencing

Subject to Federal Labor Standards:

☒ Yes

☐ No

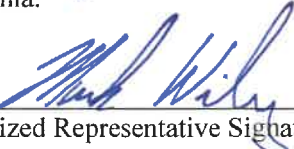
EXPERIENCE STATEMENT (Continued)

BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: Canan Lane Pavement Rehab Client: City of Chino Hills
Date: 2/3/2021 Project Value: \$190,671.00 Contact: Mary McDuffee Tel # 909-364-2758
Description: Asphalt paving Striping
AC Berm Crack seal
Slurry Type II
Subject to Federal Labor Standards: ☒ Yes ☐ No

Project Title: Community Center Paving Project Client: Community Services District
Date: 7/14/2021 Project Value: \$241,604.96 Contact: Kim Cox Tel # 760-951-0006
Description: Rock base Striping
asphalt Paving AC Berm
concrete
Subject to Federal Labor Standards: ☒ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this 15 day of August, 2022, at Corona, California.

 RMO
Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

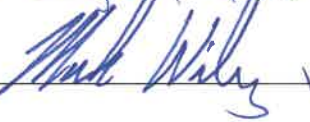
Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
Verdin Concrete 5487 Sunset Ridge Dr Riverside	912187795	N	concrete	35%
Superior Pavement Markings 5312 Cypress St Cypress, Ca	204518251	No	Striping	3%

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: Superior Paving Company Inc dba United Paving Co.

AUTHORIZED SIGNATURE: 

Date: 8/15/2022

CITY OF LOS ALAMITOS

CONTRACT AGREEMENT FOR BRIGGEMAN DRIVE STREET IMPROVEMENTS SPECIFICATION NO. CIP 22/23-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS CONTRACT AGREEMENT (hereinafter “Agreement” or “Contract” or “Contract Agreement”) is made and entered into for the above stated Project this 20th day of September, 2022, BY AND BETWEEN THE **CITY OF LOS ALAMITOS**, as CITY, and Superior Paving Company Inc. dba United Paving Co. as CONTRACTOR. WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, 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 (hereinafter collectively the “Contract Documents”). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of 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.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, 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 aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property

owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. 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 elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

ARTICLE X

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement, contract, or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 requirements, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

CONTRACTOR agrees to include Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language,

upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 75.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before this Agreement is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

SHELLEY HASSELBRINK, MAYOR

SUPERIOR PAVING COMPANY INC.
DBA UNITED PAVING CO.

CITY OF LOS ALAMITOS

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

WINDMERA QUINTANAR, CITY CLERK
CITY OF LOS ALAMITOS

(TITLE)

BY: _____
(PRINT)

MICHAEL S. DAUDT, CITY ATTORNEY
CITY OF LOS ALAMITOS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED,
ATTACH JURAT.

PAYMENT BOND

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Superior Paving Company Inc. dba United Paving Co. 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 Thirty-Three Thousand, Nine-Hundred Thirty and Zero Cents (\$133,930.00); 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 inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2022.

Contractor*

Sabas Trujillo, President
Superior Paving Company Inc. dba United Paving Co.
1880 N. Delilah St.
Corona, CA 92879
(951) 739-9400
marlisa@united-paving.com

Surety*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephonenumber for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 2022

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND
BRIGGEMAN DRIVE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that Superior Paving Company Inc. dba United Paving Co, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of One Hundred Thirty-Three Thousand, Nine-Hundred Thirty and Zero Cents (\$133,930.00); 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: BRIGGEMAN DRIVE STREET IMPROVEMENT, SPECIFICATION NO. CIP 22/23-03 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 or extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2022.

Contractor*	Sabas Trujillo, President Superior Paving Company Inc. dba United Paving Co. 1880 N. Delilah St. Corona, CA 92879 (951) 739-9400	SURETY*.....
-------------	--	--------------

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title,

address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 2022.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Page 196 of 265

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

Superior Paving Company Inc. dba United Paving Co.
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 22/23-03
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 **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

BRIGGEMAN DRIVE STREET IMPROVEMENTS SPECIFICATION NO. CIP 22/23-03 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 therefor,** except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to

Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors' License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8H

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for CDBG Howard Avenue and Bloomfield Street Improvement (CIP No. 21/22-04)

SUMMARY

The CDBG Howard Avenue and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04) incorporated the construction of grinding and overlay work along Howard Avenue (Noel Street to Lexington Drive) and also on Bloomfield Street (Farquhar Avenue to Katella Avenue) as part of the City's ongoing pavement management program. The project is now complete.

RECOMMENDATION

1. Accept as complete the construction by Hardy and Harper, Inc. for the CDBG Howard Avenue and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$11,091.49, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

The plans and specifications for the CDBG Howard Avenue and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04) were approved by Council on November 15, 2021. Council awarded and approved the contract with Hardy and Harper, Inc. on February 28, 2022. The work consisted of grinding and overlaying pavement on the roadway. The ADA curb ramps were replaced to current standards.

DISCUSSION

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

FISCAL IMPACT

The project had a total funding budget of \$333,000.00 with the following breakdown of funding sources:

Budget Fiscal Year Source Amount	
2021-22 CDBG	\$270,000.00
2021-22 Measure M - Match	\$13,000.00
2021-22 Measure M - ADA Sidewalk	\$50,000.00
Project Total \$333,000.00	

The project was within the overall funding budget. The project was under budget due to a lower than anticipated bid from the contractor. The city also requested additional sidewalk and curb and gutter to be repaired during construction which slightly increased these quantities.

Construction Bid Price	\$205,000.00
Change Orders/Increased Quantities	\$16,829.84
Total Construction Price \$221,829.84	

Attachment: 1. CIP 21/22-04 Notice of Completion

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

SPACE ABOVE THIS LINE FOR RECORDER

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

CDBG Howard Avenue & Bloomfield Street Improvements Project (CIP No. 21/22-04)

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

The City of Los Alamitos reconstructed two street segments in the Apartment Row Neighborhood. The CDBG Howard Avenue and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04) incorporated the construction of grinding and overlay work along Howard Avenue (Noel Street to Lexington Drive) and also on Bloomfield Street (Farquhar Avenue to Katella Avenue) as part of the City's ongoing pavement management program.

4. The work was completed on 07/29/2022

5. The contractor was: Hardy and Haper, Inc.

Dated 09/03/2022

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

[illegible]

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

Chris Kelley, City Engineer

Dated: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8I

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for the Citywide Signing and Striping Improvements on Various Streets FY 21/22 (CIP 21/22-02)

SUMMARY

The Citywide Signing and Striping Improvements on Various Streets FY 21/22 (CIP 21/22-02) incorporated the signing and pavement/street striping per plan. The citywide pavement/street striping program assists in maintaining safe and up-to-date signing, striping and pavement markings that comply with current Federal and State standards. The project consisted of the installation of new pavement striping in the Old Town West Neighborhood, Old Dutch Haven Neighborhood, and also within, Briggeman Drive, Sausalito Street, and Cerritos Avenue as recommended by the Traffic Commission and approved at the February 28, 2022 City Council meeting. The project is now complete.

RECOMMENDATION

1. Accept as complete the construction by Superior Pavement Markings for the Citywide Signing and Striping Improvements on Various Streets FY 21/22 (CIP 21/22-02); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$4,104.40, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

Pavement markings are used to convey messages to roadway users. It is of utmost importance to keep all pavement markings clear, concise, and up-to-date. Drivers and pedestrians depend on this when entering a parking lot or neighborhood. These days, drivers and pedestrians are more distracted than ever, which makes clear pavement markings more important.

The plans and specifications for the Citywide Signing and Pavement/Street Striping Improvements on Various Streets FY 21/22 (CIP 21/22-02) were approved by Council on February 28, 2022. Council approved the Award of Bid to Superior Pavement Markings on May 16, 2022. The work consisted of striping a new bike lane on Cerritos Avenue, new crosswalk striping at various locations, and additional traffic-calming striping to Old Town West

neighborhood portions of the street.

DISCUSSION

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

FISCAL IMPACT

The project had a total funding budget of \$100,000.00 with the following breakdown of funding sources:

Budget Fiscal Year	Source	Amount
2021-22	Gas Tax	\$75,000.00
2021-22	General Fund	\$25,000.00
Project Total \$100,000.00		

The project was within the overall funding budget. The city also requested additional striping during construction to enhance additional crosswalks at the intersections of Los Alamitos Boulevard at Briggeman Drive and also at Cerritos Avenue.

Construction Bid Price	\$71,124.90
Change Orders/Increased Quantities	\$10,963.12
Total Construction Price \$82,088.02	

Attachment: 1. CIP 21/22-02 - NOC

RECORDING REQUESTED BY
AND MAIL TO:

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

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

Citywide Signing and Striping Improvements on Various Streets FY 21/22 (CIP 21/22-02)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

The project installed new pavement striping in the Old Town West Neighborhood, Old Dutch Haven Neighborhood, and also within, Briggeman Drive, Sausalito Street, and Cerritos Avenue as recommend by the Traffic Commission and approved at the 2/28/2022 City Council meeting.

4. The work was completed on 08/18/2022
5. The contractor was: Superior Pavement Markings

Dated 09/03/2022

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

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

Chris Kelley, City Engineer

Dated: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8J

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: 2021-2022 Orange County Grand Jury Report titled “How is Orange County Addressing Homelessness?”

SUMMARY

This report contains the City's response to 2021-2022 Orange County Grand Jury Report titled “How is Orange County Addressing Homelessness?”

RECOMMENDATION

1. Approve the attached response to the Orange County Grand Jury report titled “How is Orange County Addressing Homelessness?”, and,
2. Authorize the Mayor to sign the response letter on behalf of the City Council.

BACKGROUND

On June 23, 2022, the Orange County Grand Jury (Grand Jury) released a report titled “How is Orange County Addressing Homelessness?” focused on Orange County’s multi-layered approach to homelessness and the resources that are being applied. Specifically, the Grand Jury’s concern is that while Orange County is addressing homelessness in conjunction with multiple partner agencies, there are still shortcomings and bottlenecks within the current system.

In compliance with California Penal Code §933 and §933.05, the City is required to provide a response to each of the Grand Jury findings and recommendations directed to the City by September 21, 2022. A copy of the Grand Jury Report is included as Attachment 1 to this report.

DISCUSSION

Staff has reviewed the Grand Jury’s Report and has prepared the attached responses to those findings and recommendations that were directed to the City of Los Alamitos. Topics discussed in the report include a brief history of homelessness in Orange County, past efforts to address this issue, current programs, and statistical data related to current programs’ effectiveness.

In total, the Grand Jury Report contained two (2) findings and three (3) recommendations requiring a response by the City. The proposed City responses are included as Attachment 2.

FISCAL IMPACT

None.

- Attachment:
1. Orange County Grand Jury report titled "How is Orange County Addressing Homelessness?"
 2. City's Response Letter



ORANGE COUNTY GRAND JURY

700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320
www.ocgrandjury.org • FAX 714/834-5555

June 17, 2022

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The Honorable Shelley Hasselbrink
Mayor of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Dear Mayor Hasselbrink:

Enclosed is a copy of the 2021-2022 Orange County Grand Jury report, *How is Orange County Addressing Homelessness?* Pursuant to *Penal Code* 933.05(f), a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report *prior to the public release of the final report.*" (Emphasis added.) It is required that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code* 933.05(a) and (b), copy enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Erick L. Larsh, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than 90 days after the public release date, June 23, 2022, in compliance with *Penal Code* 933, copy enclosed. The due date then is September 21, 2022.

Should additional time for responding to this report be necessary for further analysis, *Penal Code* 933.05(b)(3) permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code* 933.05(b)(3), to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on June 23, 2022. Upon public release, the report will be available on the Grand Jury website at www.ocgrandjury.org.

Very truly yours,


Gwen P. Isarowong, Foreperson
2021-2022 ORANGE COUNTY GRAND JURY

GPI:tk

Enclosures: Grand Jury Report
Penal Code 933, 933.05

Cc: Chet Simmons, City Manager

California Penal Code Sections §933 and §933.05

(Note: To reduce grand jury requests for additional response information, the grand Jury has **bolded** those words in §933.05 which should be appropriately included in a response.)

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.
- 933.05. (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly** or **partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented** in the future, with a **timeframe** for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

How is Orange County Addressing Homelessness?



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How is Orange County Addressing Homelessness?

Table of Contents

SUMMARY	1
BACKGROUND	1
REASON FOR THE STUDY	4
METHOD OF STUDY	5
INVESTIGATION AND ANALYSIS	5
<i>Orange County Continuum of Care Collaboration.....</i>	<i>5</i>
<i>Prioritizing Homeless Funding</i>	<i>6</i>
<i>Continuum of Care Funding Oversight.....</i>	<i>7</i>
<i>Major Funding Sources Overseen by the CoC.....</i>	<i>8</i>
<i>CoC Process to Address Homelessness.....</i>	<i>8</i>
<i>OC System of Care Resources</i>	<i>12</i>
FINDINGS.....	13
RECOMMENDATIONS.....	14
COMMENDATIONS	14
RESPONSES	15
REFERENCES.....	20
GLOSSARY.....	21

How is Orange County Addressing Homelessness?

SUMMARY

Orange County's homeless population continues to be of great concern to residents. Seeing homeless individuals on the streets raises awareness of this persistent problem, but the elaborate efforts to address homelessness are less evident. Orange County's response to homelessness is a collaboration led by the independent Orange County Continuum of Care Board (CoC), which oversees the distribution of federal and state homeless funding. The CoC is supported by the Orange County Office of Care Coordination (OCC) which administers contracts, monitors budgets, and evaluates the results of the funded programs.

The Orange County Grand Jury (OCGJ) studied the CoC to understand how the County is working to address homelessness. The collaborative efforts led by the CoC and OCC have resulted in progress in the fight against homelessness, including a system of care across multiple levels of government programs and community providers. It further established a coordinated entry system, a cooperative homeless information system, and consolidated applications for federal and state funds. Together, the members were responsible for a quick and effective response to the coronavirus disease (COVID) pandemic on the homeless, an increase in the number of shelter beds, a decrease in homeless encampments, more outreach and treatment alternatives, and new housing vouchers being available for permanent housing.

This collaborative system of care developed by the CoC and OCC amounts to a great achievement. The graphs in this OCGJ report show the increased outreach, prevention efforts, shelter beds provided, and permanent housing made available that the CoC and OCC achieved. They also show the additional system of care resources provided by the County of Orange to prevent people from falling into homelessness. Unfortunately, from 2018 to 2021, exits from the CoC homeless system to permanent housing have hovered between 24 percent and 32 percent.¹

Orange County is addressing homelessness with elaborate systems even beyond the efforts of the CoC and OCC, but the reality of homelessness is that despite these programs our system has shortcomings and bottlenecks. This OCGJ found that: South Orange County needs an emergency shelter; homeless individuals suffering from mental illness and substance abuse need court-ordered treatment; Orange County does not have enough housing affordable to individuals exiting homeless shelters; and youth aging out of foster care do not have enough safe housing, resulting in many falling into homelessness.

BACKGROUND

There are numerous causes of homelessness. These causes range from poverty, unemployment, lack of affordable housing, and individual issues of mental and/or substance use disorders. Other risk factors include medical problems, physical disability, domestic violence, and youth aging out of the child-care system.²

The continuum of care concept was created by HUD in 1994 to promote communitywide commitment to the goal of ending homelessness. HUD provided funding to quickly rehouse

¹ 211 OC, Longitudinal Systems Analysis, FY 2018 through 2021, from HMIS data.

² US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.

How is Orange County Addressing Homelessness?

individuals and families, promote participation in programs for the homeless, and optimize self-sufficiency among those experiencing homelessness.³

HUD recommended the collaborative development of plans to end homelessness in all communities receiving HUD funding. In response, Orange County created the Commission to End Homelessness that published a Ten-Year Plan to End Homelessness in 2012.⁴ Over the ensuing decade, implementation of this model Ten-Year Plan was beyond the power of the Commission and major parts of the plan were not achieved.

Meanwhile, in 2009, HUD outlined the process of building a collaborative CoC comprised of organizations and individuals dedicated to ending homelessness. The CoC was created in 2016 along with the OCC. HUD, the major funder of homeless programs, gave the CoC responsibility for prioritizing the distribution of competitive federal homeless assistance program monies. The strategy of the CoC is to prioritize funding of programs that focus on four pillars: Prevention, Outreach, Shelter, and Housing.

Mixed Success in Addressing Homelessness

In Orange County, various approaches to manage homelessness have been tried with varying levels of success.

- **Moving the Homeless:** When businesses and residents complained about homeless individuals, police were expected to relocate them. Pushing homeless individuals out of town sometimes resulted in simply shifting the problem to neighboring communities.
- **Ordinances by Cities:** Ordinances that criminalized camping on public property or loitering contributed to the incarceration of homeless individuals, including many suffering from mental illness and substance abuse issues. Orange County Sheriff Don Barnes commented, “By default, the Orange County Jail had become the de facto mental hospital of Orange County.... [in] 2018, Orange County jails had about 2,200 inmates with severe mental illnesses.”⁵
- **Housing and Treatment:** Recent approaches that emphasized housing only or treatment only fell short in substantially reducing homelessness.
- **Local Opposition Prevented Shelter and Housing:** In Orange County, early efforts to provide low-threshold emergency shelters⁶ to get individuals off the streets were met with local opposition in most communities, as were developments of housing affordable to individuals exiting shelters. The development of a Coordinated Entry System (CES)⁷ helped reduce the neighborhood impact of shelters.

³ HUD Office of Community Planning and Development, Continuum of Care 101, June 6, 2009.

⁴ Orange County Ten Year Plan to End Homelessness, 2012.

⁵ Nick Gerda, “OC Mental Health Jail Expansion Draws Pushback and Debate”, *Voice of OC*, October 23, 2019.

⁶ A Low-Threshold Emergency Shelter offers an alternative to living on the streets. Individuals in these shelters must comply with the shelter rules but are not required to be drug and alcohol free.

⁷ Coordinated Entry System (CES) is a shared database between service providers that shuttles homeless individuals in and out of shelters eliminating walk-in and walk-out shelter access that caused community opposition. The CES is also a point of referral into permanent housing.

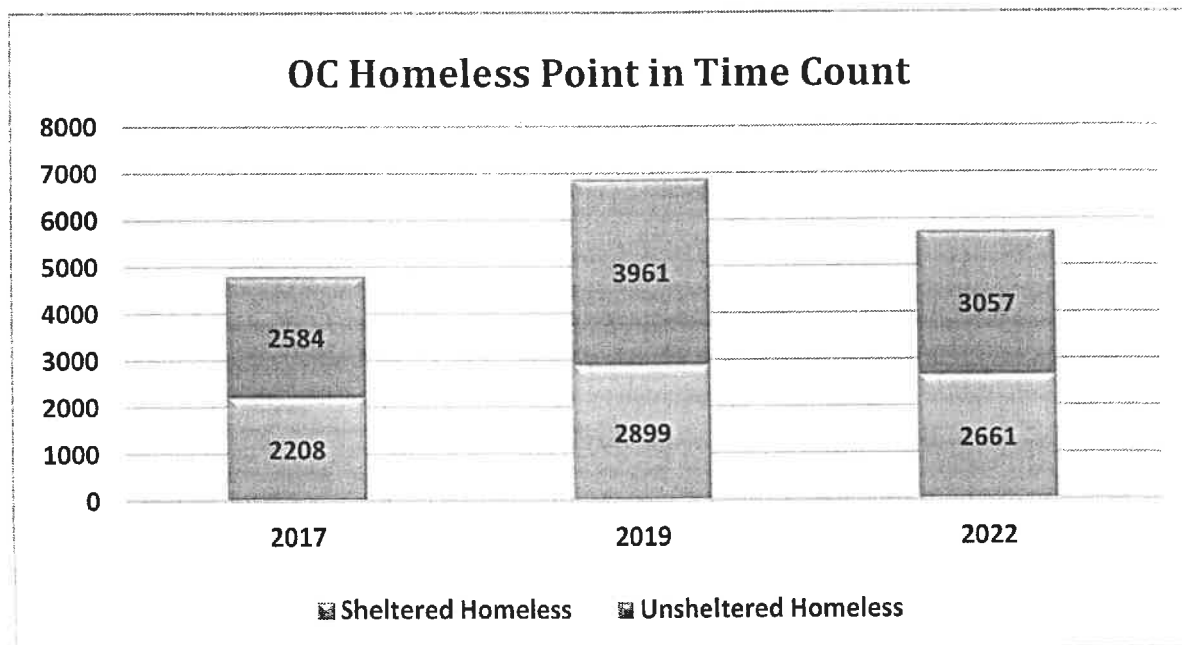
How is Orange County Addressing Homelessness?

- **Prevention Investments:** Additional assistance for rent or utilities, as well as Section 8 housing vouchers, resulted in increased financial stability of individuals at danger of becoming homeless.
- **Outreach Expanded:** More homeless individuals were reached through trust-building and outreach efforts resulting in increased numbers being sheltered.
- **Increased Shelter:** Emergency shelter beds available to the homeless increased providing immediate help to more of the unhoused.
- **Permanent Housing Added:** Some permanent housing opportunities increased through new HUD vouchers, as well as County of Orange Permanent Supportive Housing developments.

Point in Time Count

The HUD-mandated Point in Time Count (PIT)⁸ is a national effort to create a census of homeless individuals every two years. While this one-day initiative to contact and count the homeless is assumed to result in a significant undercount, it is a consistent approach which shows comparable data collected over time. The most recent PIT was conducted in 2022 and reported a decrease of 1,142 homeless individuals counted in Orange County.

North and Central SPA cities sheltered 49% of their homeless while South SPA cities sheltered on 28% of their homeless according to the 2022 PIT.⁹



⁸ Point in Time Count, Orange County Office of Care Coordination, May 2022

⁹ *Ibid.*

How is Orange County Addressing Homelessness?

*“John” was a homeless man who lived in Hart Park in the City of Orange for several years. He sought housing at the County “BRIDGES at Kraemer” shelter, where he stayed for seven months. He was an Army Veteran and during his time at BRIDGES, the staff worked with him to obtain identification and get his veteran benefits. **Together they developed a housing plan and found a permanent home for him in Fountain Valley.** He reported his joy when BRIDGES staff even gave him transportation to his new home where he now lives.*

Federal Court Intervenes and Regional Shelters Are Opened

In response to a lawsuit against the County of Orange filed on behalf of the homeless individuals living in large encampments along the Santa Ana River and other public property, a federal District Court got involved in overseeing the County’s actions to clear the encampments.

On February 13, 2018, US District Court Judge David Carter ordered that “OC officials, cities and homeless advocates collaborate to find shelter for hundreds of people who have been living in the camps.”¹⁰ Judge Carter issued a Temporary Restraining Order barring the arrest of those living along the Santa Ana River stating, “That order will stand until public officials can identify an alternative place to house those living along the river trail.”¹¹

As a result of this litigation, on July 23, 2019, the District Court brokered a Settlement Agreement between the County of Orange and the advocates for the homeless.¹² This agreement outlined the number of emergency shelter beds that must be developed in each Orange County Service Planning Area (SPA)¹³, before any homeless individuals could be removed from the encampments. This agreement was later adopted by North and Central SPA cities to avoid litigation and became a major impetus to opening low-threshold emergency shelters in the North and Central OC communities. South OC SPA cities did not sign the Settlement Agreement and no new low-threshold emergency shelters have subsequently been opened to meet the need of the South OC homeless identified in the OCGJ investigation.

REASON FOR THE STUDY

Homelessness continues to be one of the most frequently identified issues of concern to Orange County residents.¹⁴ Previous Grand Juries examined efforts to address homelessness and made recommendations, many of which have been implemented.¹⁵ Yet concerns about homelessness persist in our communities. The purpose of this report is to discuss the effectiveness of the CoC and OCC in collaborating to address Orange County’s homelessness through the services that are provided by the 37 contracts they authorize and oversee. The Grand Jury sought to evaluate the

¹⁰ Hannah Fry and Doug Smith, “Frustrated judge demands O.C. find shelter for homeless being evicted from camps”, Los Angeles Times, February 14, 2018

¹¹ *Ibid.*

¹² “Federal Judge Approves Settlement of Homeless Lawsuits”, City News Service, July 23, 2019.

¹³ Service Planning Area (SPA) is the division of Orange County cities into three regional areas North, Central, and South, for the purpose of facilitating regional collaboration in the provision of services to the homeless.

¹⁴ OC Annual Survey, Chapman University 2020.

¹⁵ OCGJ Report 2017-18.

How is Orange County Addressing Homelessness?

amount of money is being spent, the outcomes achieved, and whether this investment of public dollars is making a difference.

“James” abruptly found himself homeless and on the street at the age of 18 when his foster parents said they had completed their obligation to him. With few resources, he turned to friends who let him “couch surf”, and then out of desperation, enlisted in the military. After his service, he returned to Orange County where found a friend to stay with and worked to get back on his feet. His lifelong struggles with homelessness coupled with excessive anger issues, addictions, and recovery from negative childhood experiences have required committing to radical personal change. Today in his early 50s, James has a job, and a mission to serve his community, teaching kids and helping the homeless with food, resources, and advice.

METHOD OF STUDY

- Reviewed CoC contracts, budgets, and performance evaluations.
- Toured emergency shelters, food service providers, substance abuse and mental health treatment programs, and the Collaborative Courts.
- Interviewed federal authorities, city managers, shelter providers, homeless outreach workers, law enforcement personnel, county staff responsible for shelter and affordable housing, mental health professionals, OC jail staff, and homeless individuals.
- Reviewed documents including the Ten-Year Plan to End Homelessness, Continuum of Care Board minutes and reports, previous California Grand Jury reports, budgets, articles, and litigation.
- Conducted internet research on homeless issues.

INVESTIGATION AND ANALYSIS

Orange County Continuum of Care Collaboration

Since 1998, Orange County has developed a comprehensive regional continuum of care to address homelessness in Orange County. This collaboration covers Orange County’s 34 cities and unincorporated areas. County departments and agencies, local governments, homeless, housing, supportive service providers, and community groups (including non-profits, faith-based organizations, interested business leaders, schools, individuals with lived experience, and many other stakeholders) joined as participants with the shared mission to address homelessness.

The Orange County Continuum of Care Board (CoC), created in 2016, is the governing body for the continuum of care, whose goal is to oversee and implement this strategic collaboration as authorized by federal legislation.¹⁶ The CoC is comprised of diverse representatives of the collaborative participants.

¹⁶ Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, (42 U.S.C.11381-11389).

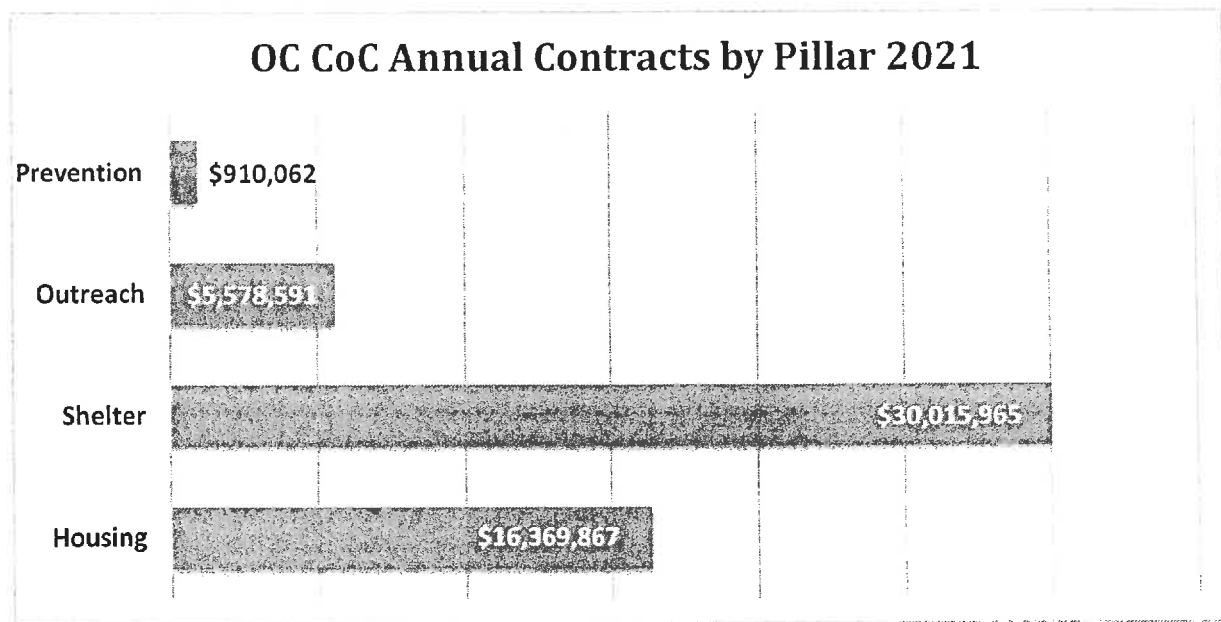
How is Orange County Addressing Homelessness?

The CoC vision is to develop a dignified and equitable system to permanently house those experiencing homelessness, on a collaborative and regional basis, to allocate funds to match the greatest needs.

Prioritizing Homeless Funding

The CoC Board is responsible for the distribution of federal, state, and local funding to address homelessness. These dollars are restricted for specific uses by the funding sources. The CoC prioritizes awarding contracts based on four strategic pillars, and the OCC administers, monitors, and evaluates the contracts. The four pillars are:

1. **Prevention** - short-term intervention to keep people in their homes, avoid eviction, and stabilize their housing.
2. **Outreach** - seeking, reaching out to, and engaging individuals as a first step towards ending their homelessness and providing services to develop self-sufficiency and independence.
3. **Shelters**- temporary residence providing protection from exposure and a safety net for the homeless.
4. **Housing** - including housing coupled with treatment and supportive services enables greater potential success of homeless individuals suffering from mental illness and substance abuse.



Source: Office of Care Coordination.¹⁷

¹⁷ Contract Inventory 2021, Orange County Office of Care Coordination.

How is Orange County Addressing Homelessness?

Continuum of Care Funding Oversight

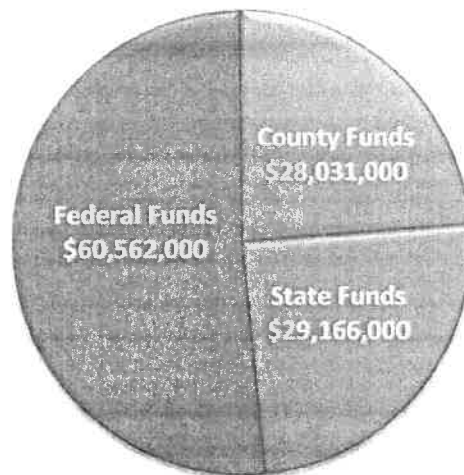
The CoC oversees 37 contracts that outline the terms and agreements as to what services must be provided, and which funding source is used (such as the County General Fund, or various state and federal grants). The source of funds dictates how the funds must be used.

The CoC receives funding through various state and federal sources through a Notice of Funding Availability. The CoC issues a Request for Proposals to which qualified non-profits submit proposals. The CoC and the Commission to End Homelessness work together to establish funding priorities. The CoC selects which proposals to fund and sends them to the Board of Supervisors for legal approval.

All contracts specify that audits may be required. Audits are based on performance and proper use of funds required by the funding source. The County can also request an audit at any time during the contract term. The OCC monitors the contracts through a monthly Expenditure and Revenue report. Along with this financial review, the County conducts yearly site visits for each contract. The on-site audit reviews all aspects of the contract obligations to ensure that the contractors are compliant with the specifications of the funding.

Contractors who meet or exceed their requirements are typically renewed. Those who fail are given the opportunity to explain unexpected hurdles they faced, such as COVID issues or other unavoidable circumstances. After a full review, the CoC Board decides whether to renew or terminate a contract.

OC Continuum of Care Funding Sources 2021



NOTE: This pie chart includes some grants awarded for multiple years. Source: Office of Care Coordination.¹⁸

¹⁸ Ibid.

How is Orange County Addressing Homelessness?

Major Funding Sources Overseen by the CoC

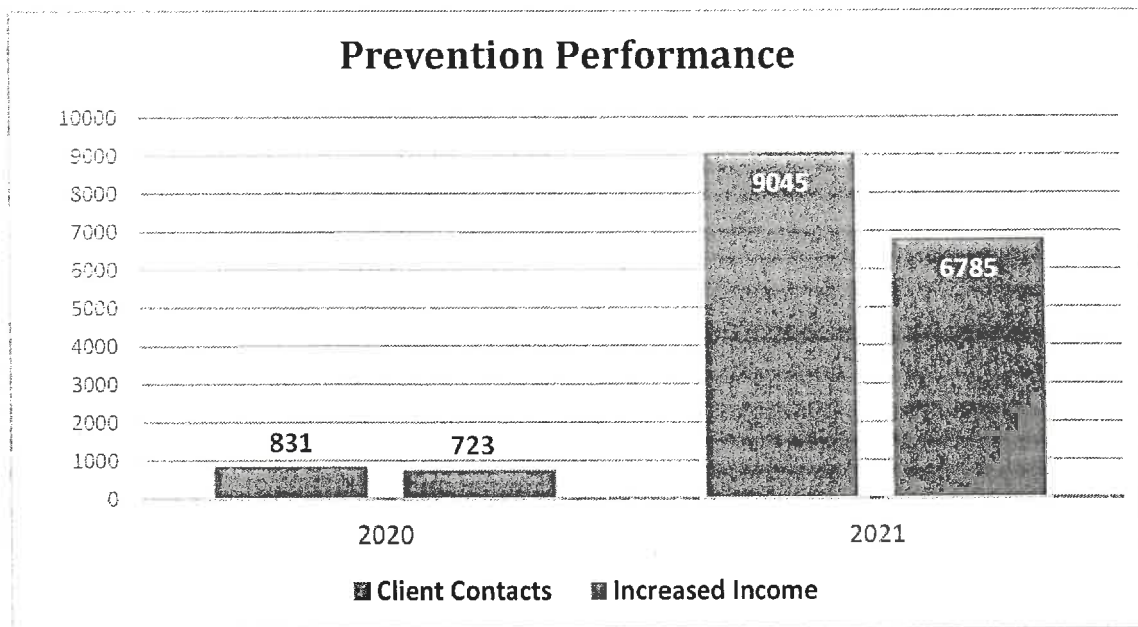
A variety of federal, state, and county restrictive grants with specific uses required make up the funding that the CoC allocates.¹⁹

CoC Process to Address Homelessness

OCGJ sought to evaluate the effectiveness of the CoC contracts under each pillar using the data from the Homeless Management Information System (HMIS) which is the shared database of all homeless services providers required by HUD for CoC's and maintained by the non-profit 211 OC.

1. **Prevention** - CoC investments in homeless prevention, include rental and utility assistance, as well as housing vouchers, and are measured as "increased income" in the graph below.

The CoC system does not represent the only County of Orange expenditures to prevent homelessness. The County allocates significant amounts of funding to prevent individuals and families from becoming homeless as outlined later in this report.



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¹⁹ Grant sources include: American Recovery Plan Act (ARPA)*, Business, Consumer and Housing Agency, COVID 19 Tenant Relief Act (BCSH)*, California Emergency Solution Housing (CESH), Consolidated Appropriations Act for Rental Assistance (CAA), Coronavirus Aid, Relief and Economic Security Act (CARES)*, Federal Continuum of Care fund (CoC), Homeless Emergency Aid Program (HEAP), Homeless Housing Assistance Prevention (HHAP), HUD Emergency Shelter Grant program (ESG), HUD Housing Community Development (HCD), Orange County General Fund (GF). * COVID Related Funding.

How is Orange County Addressing Homelessness?

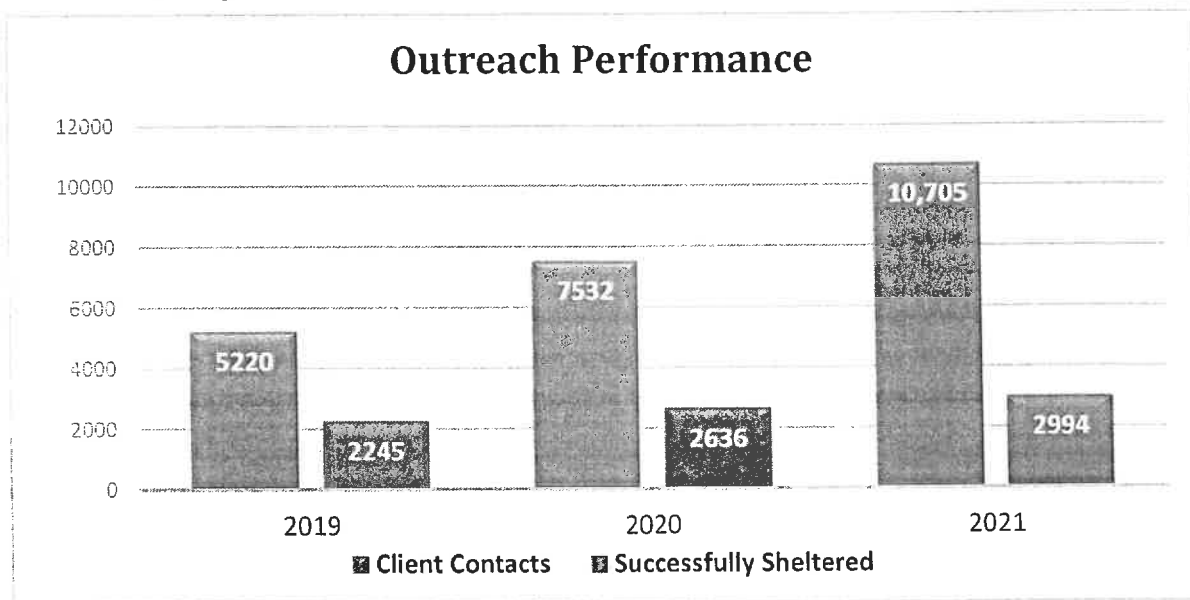
A homeless man hanging out at a volunteer organization that provides food and assistance to the homeless described his experience in Orange. He stated that because he did not have a home, he was constantly stopped and harassed by the police, both physically and mentally. He believed that the Be Well Center was just a trick to get people off the streets. They would 5150 (72-hour mental health hold) everyone referred to their program and no one ever saw them again.

2. **Outreach** – Outreach efforts of CoC non-profit contractors resulted in successful exits from homelessness to shelter increasing about 33 percent from 2,245 in 2019 to 2,994 in 2021. In that period, outreach efforts by non-profits seeking to build trust with homeless individuals resulted in the doubling of client contacts, to over 10,000 a year. Increasing client contacts, building trust, and successful entrance into shelter are measures of successful outreach programs.

Some people believe that chronically homeless individuals do not want permanent housing and are resistant to programs. While this may be true in some cases, the OCGJ learned several reasons for this resistance, including:

- Individuals who lack trust in outreach program staff due to promises previously broken.
- Substance abusers who are not ready for treatment.
- Mentally ill individuals who lack awareness of their illness.
- Individuals who fear for their safety in shelters or housing.
- Individuals who do not like the rule that forbids walking in and out of the shelter and require access by arranged transportation only.

The OCGJ learned from law enforcement and shelter officials that there were not enough rehabilitation and treatment facilities and services to meet the need of homeless Orange County residents suffering from mentally illness or substance abuse.



Source: 211 OC, HMIS data, 2019-21

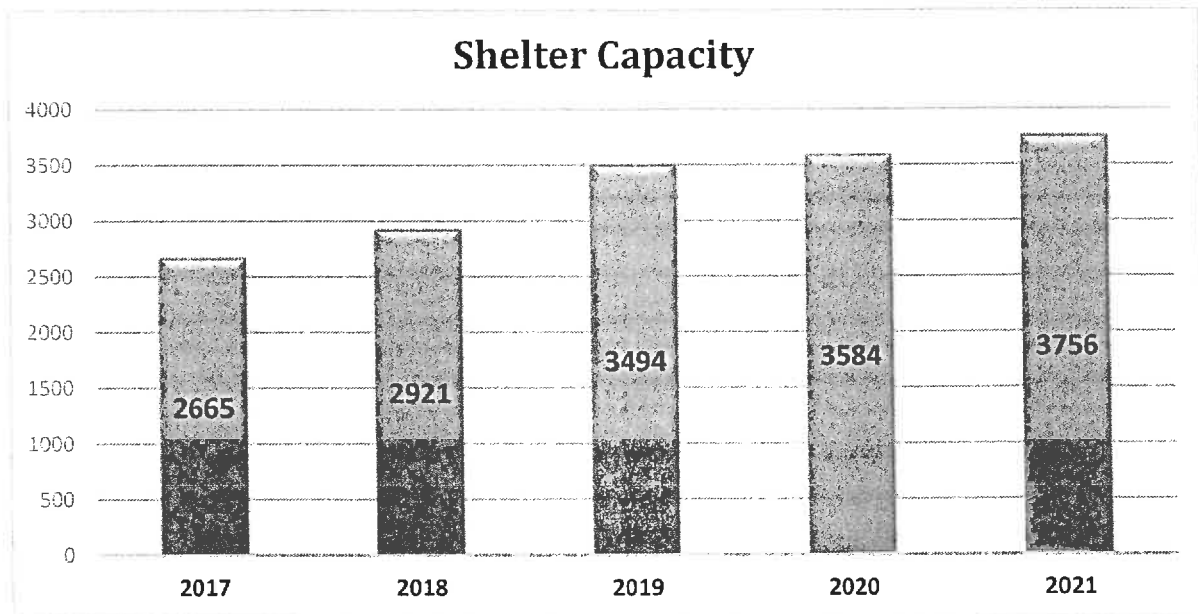
How is Orange County Addressing Homelessness?

3. **Shelter** - Emergency shelter capacity increased over 40 percent from 2,665 in 2017 to 3,756 in 2021, primarily in North and Central SPA cities. This increase helped to temporarily house many of the homeless of Orange County.

Low-Threshold Emergency Shelters are open to all individuals whose behavior is consistent with the shelter rules. This includes individuals who are suffering mental illness as well as those who are still using drugs and alcohol. The County of Orange funds two such shelters, BRIDGES in the North SPA and YALE in the Central SPA, but has been unsuccessful in siting a shelter in South SPA.

Navigation Centers are emergency shelters that are funded by cities and other sources. Shelters have opened in Anaheim, Buena Park, Fullerton, Huntington Beach, Laguna Beach, Placentia, Tustin, and Santa Ana. Additional shelters are operated by various non-profits and faith-based organizations around Orange County. The OCGJ found that no low-threshold emergency shelters had been opened in South SPA cities to meet the identified need.

Various levels of service are provided at the emergency shelters in addition to safe beds, food, and showers. The low-threshold, multi-service county shelters work with the residents to do the following: develop a plan to get into permanent housing; get job training and secure a job; obtain benefits for which they qualify, such as veterans, general relief, disability, or other public assistance; get into treatment programs to help with their substance abuse or mental illness; receive medical care and needed medicine; and overcome other individual challenges to independent living.

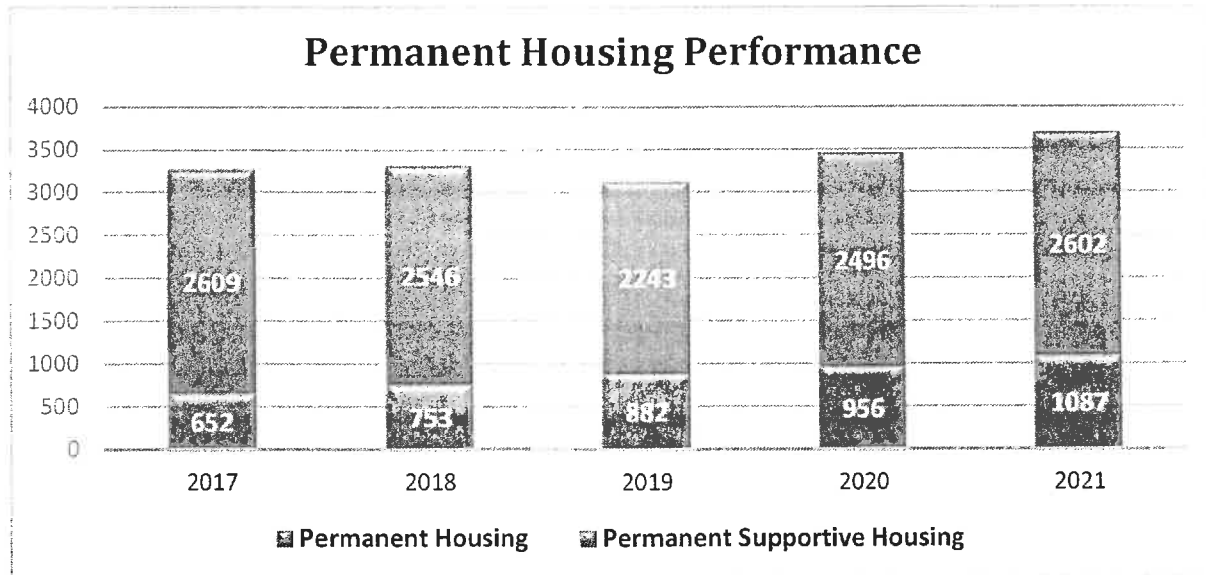


Note: Numbers include year-round and seasonal shelters, and 517 temporary COVID beds. ²⁰

²⁰ HIC Report Year Over Year 2017-21, 211 OC, Orange County, 2021.

How is Orange County Addressing Homelessness?

4. **Housing** - Permanent housing, including Permanent Supportive Housing (PSH), has increased 13 percent over the last five years, from 3,261 in 2017 to 3,689 in 2021.



Source: 211 OC Housing Inventory Count 2017-21²¹

- **Housing Vouchers** (Section 8) are issued by local Housing Authorities who set aside some for the homeless. They prioritize individual veterans, disabled, and families with children, as well as designating some for PSH projects. Vouchers are a permanent housing subsidy that require individuals to contribute 30 percent of their income to rent.
- **Exits from emergency shelters** to permanent housing were limited not only by the number of vouchers available, but by the inability of homeless individuals to find housing where landlords would accept vouchers. From 2018 to 2021, exits from the CoC homeless system to permanent housing have hovered between 24 and 32 percent.²²
- **2,700 PSH** units were needed according to the PIT count in 2017. PSH is for homeless individuals who are living with disabilities and mental illness. OC Housing Community Development leveraged California Mental Health Services Act funds resulting in 2,700 PSH units being built, approved, or in the planning stage as of 2022.
- **Treatment programs** for homeless individuals, who could benefit from permanent housing but require treatment programs to be successful, are in short supply.
- **Transitional Aged Youth (TAY)**, are 16–24-year-olds who age out of the Foster Care system. They are vulnerable and many become homeless. The CoC funds one shelter with 25 beds for TAY where the waiting list for a bed is nine months. During the pandemic, housing vouchers for TAY increased from five to 120 but fell short of meeting the 150 beds needed.²³

²¹ Orange County Housing Stock, 211 OC, Housing Inventory Count 2021 Report.

²² Longitudinal Systems Analysis, 211 OC, FY 2018 through 2021.

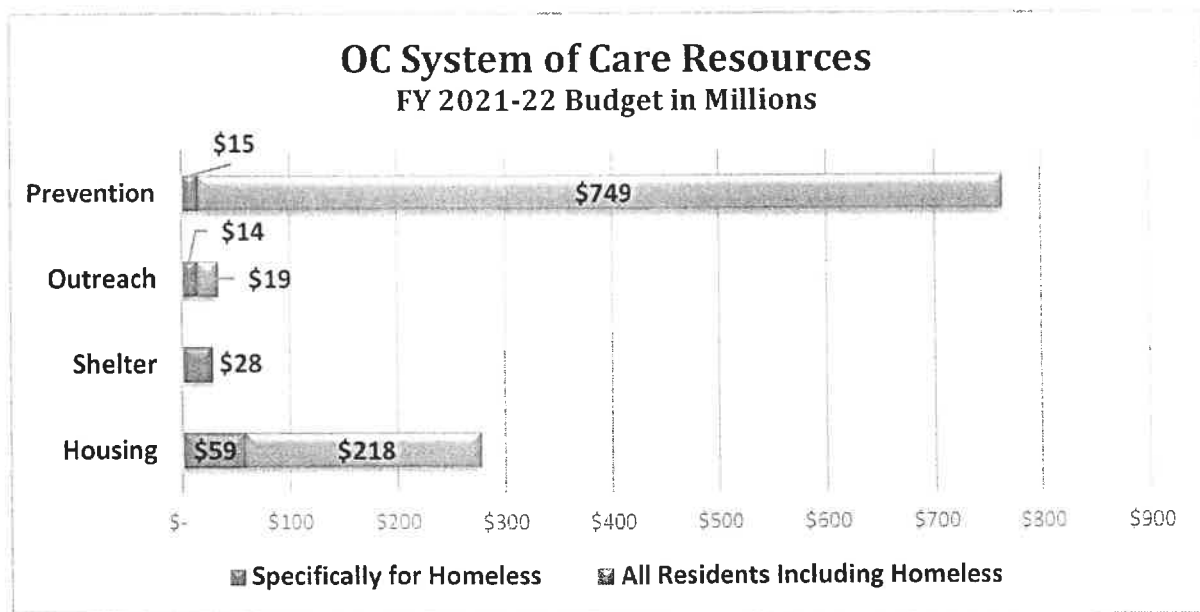
²³ Dr. Shauntina Sorrells, MSW, DSW, Chief Program Officer, Orangewood Children's Home, Chair CoC TAY Committee, in a presentation to OC Supervisor Foley's Forum on Homelessness, Santa Ana, April 20, 2022.

How is Orange County Addressing Homelessness?

OC System of Care Resources

While the CoC represents the targeted collaboration to combat homelessness envisioned by HUD, there are additional programs in the Orange County System of Care that serve homeless individuals through other County agencies, such as the following:

- **Prevention** - Health care services which include: mental health, substance abuse treatment, and public health (infectious disease control); public assistance programs such as: Cal Fresh (EBT, food assistance), Cal WORKS (job training), Cash Assistance Program for Immigrants, Medi-Cal, and General Relief (cash assistance).
- **Outreach** - Link to Services, Housing, Treatment, Basic Skills, and Job Training.
- **Shelter** - All emergency shelter funds go through the CoC Board.
- **Housing** - Housing Choice Vouchers, and Supportive Housing.



Source County of Orange ²⁴

Total Orange County Cost of Homelessness

In addition to the costs of the Orange County System of Care, the county spends significant funds annually on homeless individuals in jail and in the criminal justice system. When these expenditures are included, Orange County homeless costs were an estimated \$1.6 billion in FY 2021.²⁵

The graphs in this OCGJ report illustrate the increased outreach, prevention, shelter, and permanent housing that the CoC and OCC achieved, as well as additional system of care

²⁴ OC System of Care Resources, FY 2021-22, Orange County Office of Care Coordination.

²⁵ OC District 2 Services Assessment Final Report, Moss Adams, February 2022.

How is Orange County Addressing Homelessness?

resources provided by the County of Orange. The 2022 Point in Time count documents the resulting decrease in homelessness, even as it shows the remaining challenges.

These County of Orange investments to address homelessness make a big difference by taking many people off the streets, providing shelters with basic services, giving needed medical and mental health care, helping with job training, and creating some permanent housing. While these investments are essential, they do not go far enough to house all the homeless people living in Orange County; in fact, only about 30 percent of the individuals exiting temporary shelters move into permanent housing.

The challenge of homelessness in our changing economy has been evolving as have our systems of care and prevention. It is clear that no one approach is going to eradicate homelessness. However, if we continue to come together to learn and to improve our collective efforts, we will enable greater success in the exhaustive task of serving this vulnerable population in our community.

FINDINGS

Based on its investigation described in this report, the 2021-2022 Orange County Grand Jury has arrived at the following findings:

- F1 South Orange County SPA cities lack low-threshold emergency shelters resulting in more homeless encampments and individuals living on the streets.
- F2 Too many of the homeless who are severely and persistently mentally ill and those with addiction issues end up incarcerated instead of more appropriate placements.
- F3 The County of Orange and cities within Orange County have been inconsistent in collaboration for support of shelters and services, which has resulted in missed opportunities to end homelessness.
- F4 There are an insufficient number of rental units available to those exiting Emergency Shelters, resulting in the majority returning to homelessness when leaving the shelters.
- F5 The Office of Care Coordination, in collaboration with the Continuum of Care Board, provides an effective community-based system of setting priorities to address homelessness, learning best practices, awarding and monitoring contracts, and overseeing a comprehensive system of care. However, the challenge of housing all our homeless requires much more.
- F6 Transitional Aged Youth who age out of the Foster Care system are a vulnerable population that often become homeless and need assistance in finding housing. There are insufficient resources to adequately serve these young people.

How is Orange County Addressing Homelessness?

RECOMMENDATIONS

Based on its investigation described herein, the 2021-2022 Orange County Grand Jury makes the following recommendations:

- R1 By July 1, 2023, the CoC and County of Orange should leverage funding to persuade South Orange County cities to open a regional, low-threshold emergency shelter for the homeless, in addition to the Laguna Beach Friendship Shelter. (F1)
- R2 By July 1, 2023, South OC SPA cities should collaborate in siting and funding a low-threshold emergency shelter for the homeless, in addition to the Friendship Shelter in Laguna Beach. (F2)
- R3 The CoC should fund programs in fiscal year 2022-23 for people with severe and persistent mental illness and addiction issues to receive supervised care and treatment. (F2)
- R4 By July 1, 2024, the County of Orange and cities should collaborate to open facilities that can house people with severe and persistent mental illness and addiction issues in a secure setting. (F2)
- R5 By July 1, 2023, the County of Orange, cities and CoC should collaborate to encourage the development of housing affordable to individuals exiting the emergency shelters in Orange County. (F3, F4, F5)
- R6 By December 1, 2022, the County of Orange, cities and CoC should collaborate to increase the number of housing opportunities for Transitional Aged Youth. (F6)

COMMENDATIONS

Continuum of Care - The Orange County Grand Jury commends the broad-based collaboration between the County, cities, non-profit shelter and service providers, homeless advocates, faith-based organizations helping the homeless and hungry, and public and private entities, known as the Continuum of Care. This federally supported initiative has a representative board of directors and enjoys the highly effective professional support of the County of Orange Office of Care Coordination.

The OCGJ toured facilities and interviewed those engaged at all levels in this community-wide endeavor and was impressed at the dedication and caring to help the less fortunate in our County.

During the OCGJ investigation into the CoC, several exceptional organizations and dedicated individuals were brought to our attention. While not a direct part of our focus on the CoC, they were part of this broad community effort to address homelessness so the OCGJ thought they warranted honorable mention, including:

- **Be Well OC** in Orange is an innovative collaboration to provide outreach vans with mental health crisis teams, and a residential facility to reduce the incarceration of individuals with mental illness and/or substance abuse problems.
- **Mary's Kitchen** in the city of Orange provides dignified services including food to the walk-in homeless. Additionally, clients can receive mail and take showers.

How is Orange County Addressing Homelessness?

- **Navigation Centers** in the cities of Laguna Beach, Fullerton, Buena Park, Placentia, Tustin, and Huntington Beach are providing critical shelter and services to the homeless.
- **Orange County's Emergency Shelters**, Yale, and Bridges at Kraemer are unique multi-service, low-threshold shelters run by PATH and Mercy House respectfully.
- **Outreach and Prevention** work being done by City Net and city homeless liaisons are the front line in reaching the chronically homeless.
- **Permanent Housing** is being developed by many entities overcoming various obstacles. The Grand Jury commends Jamboree Housing for their successful PSH units we toured, and the OC Housing Community Development department for their success in leveraging partnerships to create 2700 units of PSH.
- **The Salvation Army** operates a low-threshold, comprehensive homeless shelter for the City of Anaheim and is in the process of building an adjacent apartment complex with permanent supportive housing.
- **US District Court Judge David Carter** played an extraordinary role in bringing the cities and county to the table with the advocates and homeless to create change. His "hands on" approach demonstrated the compassion he expected of all.
- **Whatever It Takes (WIT) Collaborative Court** is an initiative to help high risk, high need, convicted felons, to be successfully reintegrated into society. Coordinated resources and guidance are offered to complete a program of sobriety, housing, employment, counseling, relationship issues, and consistent healthy behavior.

RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code Section 933.05 specifies the manner in which such comment(s) are to be made as follows:

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

How is Orange County Addressing Homelessness?

- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

The Orange County Grand Jury requires and requests the following responses:

90 Day Response Required	F1	F2	F3	F4	F5	F6
OC Board of Supervisors	X	X	X	X	X	X
90 Day Response Required	R1	R2	R3	R4	R5	R6
OC Board of Supervisors	X	X	X	X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Aliso Viejo	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Aliso Viejo	X	X		X	X	X

How is Orange County Addressing Homelessness?

90 Day Response Required	F1	F2	F3	F4	F5	F6
Anaheim			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Anaheim				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Brea			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Brea				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Buena Park			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Buena Park				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Costa Mesa			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Costa Mesa				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Cypress			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Cypress				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Dana Point	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Dana Point	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Fountain Valley			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Fountain Valley				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Fullerton			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Fullerton				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Garden Grove			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Garden Grove				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Huntington Beach			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Huntington Beach				X	X	X

How is Orange County Addressing Homelessness?

90 Day Response Required	F1	F2	F3	F4	F5	F6
Irvine	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Irvine	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
La Habra			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
La Habra				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
La Palma			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
La Palma				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Laguna Beach			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Laguna Beach				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Laguna Hills	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Laguna Hills				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Laguna Niguel	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Laguna Niguel	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Laguna Woods	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Laguna Woods	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Lake Forest	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Lake Forest	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Los Alamitos			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Los Alamitos				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Mission Viejo	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Mission Viejo	X	X		X	X	X

How is Orange County Addressing Homelessness?

90 Day Response Required	F1	F2	F3	F4	F5	F6
Newport Beach			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Newport Beach				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Orange			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Orange				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Placentia			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Placentia				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Rancho Santa Margarita	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Rancho Santa Margarita	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
San Juan Capistrano	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
San Juan Capistrano	X	X				

90 Day Response Required	F1	F2	F3	F4	F5	F6
Santa Ana			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Santa Ana				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Seal Beach			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Seal Beach				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Stanton			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Stanton				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Tustin			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Tustin				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Villa Park			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Villa Park				X	X	X

How is Orange County Addressing Homelessness?

90 Day Response Required	F1	F2	F3	F4	F5	F6
Westminster			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Westminster				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Yorba Linda			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Yorba Linda				X	X	X

90 Day Response Requested	F1	F2	F3	F4	F5	F6
Office of Care Coordination	X	X	X	X	X	X
90 Day Response Requested	R1	R2	R3	R4	R5	R6
Office of Care Coordination	X	X	X	X	X	X

90 Day Response Requested	F1	F2	F3	F4	F5	F6
Continuum of Care Board	X	X	X	X	X	X
90 Day Response Requested	R1	R2	R3	R4	R5	R6
Continuum of Care Board	X	X	X	X	X	X

REFERENCES

211 OC Website Data: [Orange County CoC Dashboard – Orange County HMIS \(ochmis.org\)](https://www.ochmis.org)

211 OC Housing Inventory Count, *Orange County Housing Stock*, from HMIS data, 2021 Report

211 OC, *HIC Report Year Over Year*, from HMIS data, for Orange County 2017-2021

211 OC, *Longitudinal Systems Analysis*, from HMIS data FY 2018 through 2021

City of Anaheim, *Addressing Homelessness FACT SHEET*, Winter 2021

Chapman University, *OC Annual Survey 2020*

City News Service, *Federal Judge Approves Settlement of Homeless Lawsuits*, 7/23/2019

City of Fullerton, *Report of the Fullerton Task Force on Homelessness and Mental Health Services*, 5/15/2012

City of Fullerton, *Housing Game Plan*, 3/9/2021

Fullerton Homeless Plan Committee, *Strategic Plan for Addressing Homelessness*, 1/24/2020

Los Angeles Times, *Frustrated judge demands O.C. find shelter for homeless being evicted from camp*, 2/14/2018

Moss Adams, *OC District 2 Services Assessment Final Report*, February 2022

OCGJ Report, *Where there's a Will There's a Way*, 2018

OCGJ Report, *Homeless Report*, 2005

How is Orange County Addressing Homelessness?

OC Ten Year Plan to End Homelessness, 2012

Orange Housing Finance Trust, <https://ochft.org>

Orange County, *OC System of Care Resources by Resource Type*, Budget 2020-2022

Office of Care Coordination (OCC) *Contract Map*, 2021-22

OCC, *Contract Inventory*, 2021

OCC, *Coordinated Entry System Policy and Procedures* 9/11/2019

OCC, *Emergency Shelter List by SPA*, 3/9/2021

OCC, *Contracts Monitoring System Reports*, 2021

OCC, Website Documents and Reports, www.ochealthinfo.com/about-hca/directors-office/office-care-coordination/homeless-services/continuum-care

OC Community Resources, *HUD Consolidated Plan*, 6/23/2020

OC Register, *Welcome Home OC* 12/12/21

Orange County *Point in Time Count*, 2017-2022

Subtitle C of Title IV of the *McKinney-Vento Homeless Assistance Act*, (42 U.S.C.11381-11389). As noted in CFR 24 Part 578.1

US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration

US Department of Housing and Urban Development, *CoC Homeless Assistance Programs Populations and Sub-Populations Reports* 2016-2020

United Way of OC, *Homelessness in Orange County: The Cost to Our Community*, 2017

Voice of OC, *OC Mental Health Jail Expansion Draws Pushback and Debate*, 10/23/2019

Voice of OC, *Where does OC's Homelessness Spending Actually Go? Here's What We Found Out*, 7/25/21

GLOSSARY

211 OC: A non-profit that administers the county Homeless Management Information System and publishes the data on their website.

Chronically Homeless: An individual or family who is homeless and lives in a place not meant for human habitation, for at least 1 year.

Chronic Substance Abuse: adults with a substance abuse problem that is expected to be of indefinite duration and substantially impairs the person's ability to live independently.

Commission to End Homelessness: A collaborative board of County and city government, private foundations, advocacy groups, community organizations, and other interested stakeholders that promote the success of the Ten-Year Plan to End Homelessness.

How is Orange County Addressing Homelessness?

Coordinated Entry System (CES): A system to coordinate program participant intake assessment, and provision of referral.

Continuum of Care (CoC): A HUD-mandated local board of individuals and organizations working together to address homelessness on a regional basis.

Disability: A person with physical, mental, or emotional impairment, which is expected to be of long duration, and substantially impedes an individual's ability to live independently.

Domestic Violence: The act of family member, partner or ex-partner attempting to physically or psychologically dominate another.

Homeless Management Information Systems (HMIS): Computerized data base to capture client-level information on the characteristics and service needs of those experiencing homelessness.

Housing Inventory Count (HIC): The HUD-mandated annual count of homeless shelter beds available, conducted by the CoC.

U.S. Department of Housing and Urban Development (HUD): An agency of the United States Government.

Low-Threshold Emergency Shelter: A facility offering limited shelter as a safe alternative to living on the streets and provides essential services. "Low-threshold" means that individuals do not have to be drug and alcohol free, only that their behavior complies with the shelter rules.

Navigation Center: Another name for emergency shelter, emphasizing the service provided to residents to navigate to permanent housing, jobs, medical care, and other independent living skills.

Office of Care Coordination (OCC): County of Orange staff who provide support to the CoC Board and coordinate homeless program funds and services.

Permanent Supportive Housing (PSH): Long-term, community-based housing that has supportive services for homeless persons with disabilities including mental illness.

Point-in-Time Count & Survey (PIT): A community-wide effort to collect information on the number and characteristics of individuals and families experiencing homelessness.

Severely and Persistently Mentally Ill: adults with mental health problems that are expected to be life-long and substantially impairs the person's ability to live independently.

Sheltered Homeless: individuals who are in emergency shelters, navigation centers, or other temporary housing.

Service Planning Area (SPA): Divisions of Orange County into North, Central, and South cities to coordinate homeless shelters and services on a regional basis.

Unsheltered Homeless: individuals who spent last night in the streets, a vehicle, an abandoned building, bus/train station, camping not in a designated campground, sleeping anywhere outside, or other place not meant for human habitation or stayed in friend or family's garage, backyard, porch, shed or driveway.

September 20, 2022

Honorable Erick L. Larsh, Presiding Judge
Superior Court of California, County of Orange
700 Civic Center Drive West
Santa Ana, CA 92701

RE: Response to 2021-2022 Orange County Grand Jury Report “How is Orange County Addressing Homelessness?”

Dear Judge Larsh:

The City of Los Alamitos (City) has reviewed the Orange County Grand Jury Report titled “How is Orange County Addressing Homelessness?” As required by California Penal Code §933 and §933.05, the City is responding to the findings and recommendations included within the report. The required responses are contained below:

Findings and Responses:

F3. The County of Orange and cities within Orange County have been inconsistent in collaboration for support of shelters and services, which has resulted in missed opportunities to end homelessness.

Response: Disagree

The collaboration between the County of Orange (County), Orange County Continuum of Care and cities in Orange County has resulted in the creation of several shelters and services that better address unsheltered homelessness.

Specifically, the twelve (12) North Service Planning Area (NSPA) cities have collaborated together with the County of Orange to construct and operate two (2) Navigation Centers to provide shelter and comprehensive wraparound services to our unsheltered residents of North County. The City of Los Alamitos believe this model has demonstrated to be effective at addressing the regional nature of homelessness within the North SPA.

F4. There are an insufficient number of rental units available to those exiting Emergency Shelters, resulting in the majority returning to homelessness when leaving the shelter

Response: Partially Agree

While progress is being made, there continues to be a growing deficit of affordable and low-income housing specifically allocated for those individuals leaving shelter environments. This deficit has been further exacerbated by terms/conditions that many individuals experiencing homelessness cannot meet (background check, credit check, 3 times/rent amount, etc.) There is also a lack of

services to help individuals retain their housing once they move in. Many individuals who experience homelessness need ongoing high level, case management/wrap around support services for a period after moving into a permanent home.

Recommendations and Responses:

R4. By July 2024, the County of Orange and cities and should collaborate to open facilities that can house people with severe and persistent mental illness and addiction issues in a secure setting.

Response: Recommendation has been implemented

The 2022 Housing Inventory Count identified 2,793 units of permanent supportive housing. The Housing Funding Strategy has established a target for the development of 2,700 new supportive housing by 2025. The development of new permanent supportive housing and affordable housing is an existing and ongoing collaborative effort between the City of Los Alamitos, NSPA, and the County of Orange.

R5. By July 2023, the County of Orange, cities and CoC should collaborate to encourage the development of housing affordable to individuals exiting the emergency shelters in Orange County.

Response: Recommendation has been implemented

The City of Los Alamitos, NSPA, the County of Orange, and the Orange County Continuum of Care have been working together to encourage the development of affordable housing and permanent supportive housing that supports the needs of people experiencing homelessness and accessing the system of care. This includes the development of housing opportunities that support participants exiting from emergency shelters into permanent housing.

To date, over 2,600 units of affordable and supportive housing have been completed. This number is being bolstered by different projects that are currently under construction or in progress of development throughout Orange County with the support and collaboration between the County of Orange and Cities. The City of Los Alamitos will continue to work with the NSPA, the County of Orange, and the Orange County Continuum of Care in order to develop additional affordable housing and permanent supportive housing units as part of the system of care.

R6. By December 1, 2022, the County of Orange, cities and CoC should collaborate to increase the number of housing opportunities for Transitional Aged Youth.

Response: Recommendation has been implemented

Since June 2020, County's Office of Care Coordination has worked to improve the homeless service delivery for transitional aged youth experiencing homelessness or at risk of homelessness.

The County provides oversight over the Coordinated Entry System and has worked to implement a separate process for transitional aged youth to be prioritized for available housing resources in Orange County. This has resulted in the implementation of a Transitional Aged Youth Registry, composed of youth participants experiencing homelessness in Orange County regardless of their household composition. Transitional aged youth service providers are invited to attend a collaborative case conferencing meeting to discuss individual cases, available housing resources, and dynamic prioritization through the Coordinated Entry System to ensure that the most vulnerable participants are receiving the most appropriate housing referrals.

The City of Los Alamitos supports the further deployment of housing resources, along with the solicitation of new housing resources, specifically designed to meet the needs of the transitional aged youth experiencing homelessness or at risk of homelessness in Orange County.

In the event that you need additional information regarding the City's responses, please contact City Manager, Chet Simmons, via email at csimmons@cityoflosalamitos.org.

Respectfully,

Shelley Hasselbrink, Mayor

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

ITEM NUMBER: 8K

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Orange County Grand Jury Report titled “Where Have All the CRVs Gone?”

SUMMARY

Response to the June 28, 2022, Orange County Grand Jury Report titled “Where Have All the CRVs Gone?”

RECOMMENDATION

1. Approve the attached response to the Orange County Grand Jury report titled Where Have All the CRVs Gone?”, and,
2. Authorize the Mayor to sign the response letter on behalf of the City Council.

BACKGROUND

On June 28, 2022, the Orange County Grand Jury (Grand Jury) released a report titled “Where Have All the CRVs Gone?” focused on the \$600 million in California Refund Value (CRV) fees that remain unclaimed and are being held by the State of California. Specifically, the Grand Jury’s concern is that the closure of redemption facilities across California over the last few years has created a situation by which Orange County residents have limited access to recycle bottles/cans and obtain a refund of the CRV that was paid when the containers were purchased.

In compliance with California Penal Code §933 and §933.05, the City is required to provide a response to each of the Grand Jury findings and recommendations directed to the City by September 28, 2022. A copy of the Grand Jury Report is included as Attachment 1 to this report.

DISCUSSION

Staff has reviewed the Grand Jury’s Report and has prepared the attached responses to those findings and recommendation that were directed to the City of Los Alamitos. Topics discussed in the report include a brief history of CRV, reduction of recycling facilities throughout California, responsibilities of grocery stores to collect and recycle CRV containers, grants to fund municipal pilot programs, and the expanded use of residential recycling carts.

In total, the Grand Jury Report contained three (3) findings and four (4) recommendations

requiring a response by the City. The proposed City responses are included as Attachment 2.

FISCAL IMPACT

None.

Attachment: 1. Orange County Grand Jury Report titled "Where Have All the CRVs Gone?"
 2. City's Response Letter

Where Have All the CRVs Gone?



GRAND JURY 2021-2022

Where Have All the CRVs Gone?

Table of Contents

SUMMARY	3
BACKGROUND	3
REASON FOR THE STUDY	4
METHOD OF STUDY	5
INVESTIGATION AND ANALYSIS	5
<i>CRV Redemption.....</i>	<i>5</i>
<i>Waste Haulers.....</i>	<i>9</i>
<i>Beverage Container Recycling Pilot Program.....</i>	<i>11</i>
<i>Additional Grant Opportunities.....</i>	<i>12</i>
<i>Current State of Redemption Efforts in Orange County.....</i>	<i>13</i>
FINDINGS	14
RECOMMENDATIONS.....	14
COMMENDATIONS	15
RESPONSES	15
Responses Required	16
Responses Requested.....	19
GLOSSARY.....	20

Where Have All the CRVs Gone?

SUMMARY

Each year Californians pay over \$1.4 billion in California Refund Value (CRV) fees to the State of California, yet only a portion of those funds are redeemed by the consumer. Since 2013, more than 1,000 redemption centers have closed throughout California leaving 1,265 redemption centers statewide and only 109 in Orange County.¹ The quantity of convenient redemption centers is constantly changing. Where once the consumer need only return their cans and bottles to the grocery store to receive their money, today redemption could mean traveling many miles. Due to the reduction of CRV redemption sites, waste haulers have become the default beneficiaries and are paid the CRV redemption for the containers collected at curbside. Millions of dollars in CRV fees still go unclaimed. Currently this amount is over \$600 million, a portion of which belongs to Orange County residents.

This report will explore the lack of redemption sites and the innovative programs being piloted to return the CRV dollars to Orange County consumers. Based on the Orange County Grand Jury (OCGJ) investigation, we recommend all Orange County cities and the County of Orange assess the revenue stream from curbside pickup, processing, and sale of recyclable materials, and leverage this to benefit their residents when negotiating waste hauler contracts. They should also require waste hauler-funded additional redemption centers when negotiating contracts.

Additionally, the OCGJ recommends all cities and the County of Orange research and apply for available grants or pilot programs from Cal/EPA California Department of Resources Recycling and Recovery (CalRecycle) that focus on returning CRV funds to their residents. Lastly, the OCGJ recommends development of programs aimed at educating residents regarding CRV redemption opportunities.

BACKGROUND

California Redemption Value (CRV), also known as California Refund Value, is a regulatory fee paid on recyclable beverage containers in California. The fee was established by the California Beverage Container Recycling and Litter Reduction Act of 1986, also called the Bottle Bill (AB 2020, Margolin).² Since 2010 the program has been administered by the Cal/EPA California Department of Resources Recycling and Recovery (CalRecycle). This Act was intended to increase the recycling rate to 80 percent of all recyclable containers and to provide for convenience in redeeming consumer deposits (CRV).

This Act established convenience zones. A retailer/dealer in an unserved convenience zone (one without a functioning redemption center) may choose, after a 60-day grace period, to pay CalRecycle \$100 fine per day in lieu of redeeming containers on site or establishing a redemption center in the convenience zone. From the CalRecycle website, a convenience zone is

¹ <http://www2.calrecycle.ca.gov/bevcontainer/recyclingcenters>.

² <http://www.bottlebill.org>

Where Have All the CRVs Gone?

typically a half-mile radius circle with the center point originating at a supermarket that meets the following definitions based on Public Resources Code Sections 14509.4 and 14526.5:

- Supermarket is identified in the Progressive Grocer Market Guidebook.
- Supermarket gross annual sales are \$2 million or more.
- Supermarket is considered a full-line store that sells a line of dry groceries, canned goods, or non-food items and perishable items.

A convenience zone is required by law to have within the zone's boundaries a recycling center that redeems all California Redemption Value (CRV) containers. A convenience zone with a recycler inside its boundaries is considered a served zone. Convenience zone recyclers provide opportunities to redeem containers near where the beverages were purchased.

For the past several years, using the California redemption program has been a challenge for Orange County consumers. Several factors have led to this difficulty, including lack of access to fewer redemption centers. More than 1,369 supermarket redemption centers have closed since the peak in 2013. Just over 1,200 redemption centers remain in operation in California compared to nearly 2,600 centers in 2013. According to three separate surveys, supermarket chains and other beverage retailers legally obligated to be recyclers of last resort are refusing to redeem consumer deposits up to two-thirds of the time.³

CalRecycle brings together the state's recycling and waste management programs. They have provided grants to five pilot programs in California which make resident consumer CRV refunds more accessible and convenient, with the goal of diverting more recyclables from landfills. One pilot grant program is currently operating in Orange County.

REASON FOR THE STUDY

The subject of unclaimed CRV, and a pilot program being developed to address it, were brought to the attention of the OCJG through recently published articles and personal experience.

A yearlong investigation of the California bottle deposit program found that the system could collapse without fundamental reform and that best practices are not being used.⁴ Currently, redemption centers in Orange County are few and far between and have been closing at an alarming rate. The lack of redemption centers has increased the statewide unclaimed deposits held by CalRecycle to over \$600 million.

³ Liz Tucker, "Trashed, How California Recycling Failed and How to Fix It," Consumer Watchdog, published January 2020. For surveys showing that obligated stores refuse to redeem empties two thirds of the time, see: <https://www.consumerwatchdog.org/energy/consumer-watchdog-report-shows-66-grocery-stores-surveyed-refused-recycle> and <https://www.nbcbayarea.com/news/local/Cash-in-the-Can-Californias-Recycling-Run-Around-564236811.html>

and <https://abc7news.com/society/stores-required-to-redeem-crv-on-bottles/5553583/>.

⁴ Liz Tucker, "Trashed, How California Recycling Failed and How to Fix It," Consumer Watchdog, January 2020.

Where Have All the CRVs Gone?

The largest single recycling operator, rePlanet Recycling Centers, that had 600 locations in California, closed their last 284 centers on August 5, 2019, many of which were in Orange County. With fewer options, consumers have relinquished their CRV refunds to the trash haulers by resorting to single stream curbside collections. This CRV and material revenue is in addition to fees paid by residents to collect the recyclable materials. Waste haulers, including municipal haulers, were paid \$146 million in 2020 for consumer CRV *donated* to their recycling bins at curbside and rural drop off locations.⁵

The OCGJ discovered CalRecycle was exploring new ways to encourage recycling through five pilot programs. *Recycle From Home* in Irvine makes redemption of CRV as easy as taking out your trash. This report examines the issues and solutions behind recycling and CRV redemption and explores opportunities to expand innovative programs throughout the County.

METHOD OF STUDY

The OCGJ used a variety of methods to gather information for our investigation.

- Interviews with individuals with expertise in state and local waste and recycling management.
- Research about CRV, waste haulers, Convenience Zones, Cash for Trash, local newspapers, grant programs pertaining to Orange County and various sources relating to the overall operations of recycling and CRV fees.
- Report studies from CalRecycle, Consumer Watchdog, and Container Recycling Institute (CRI).
- Tours of Orange County landfills.
- Review of various Assembly and Senate Bills pertaining to recycling.
- Conducted a survey of Orange County cities recycling coordinators regarding their current CRV recycling programs.

INVESTIGATION AND ANALYSIS

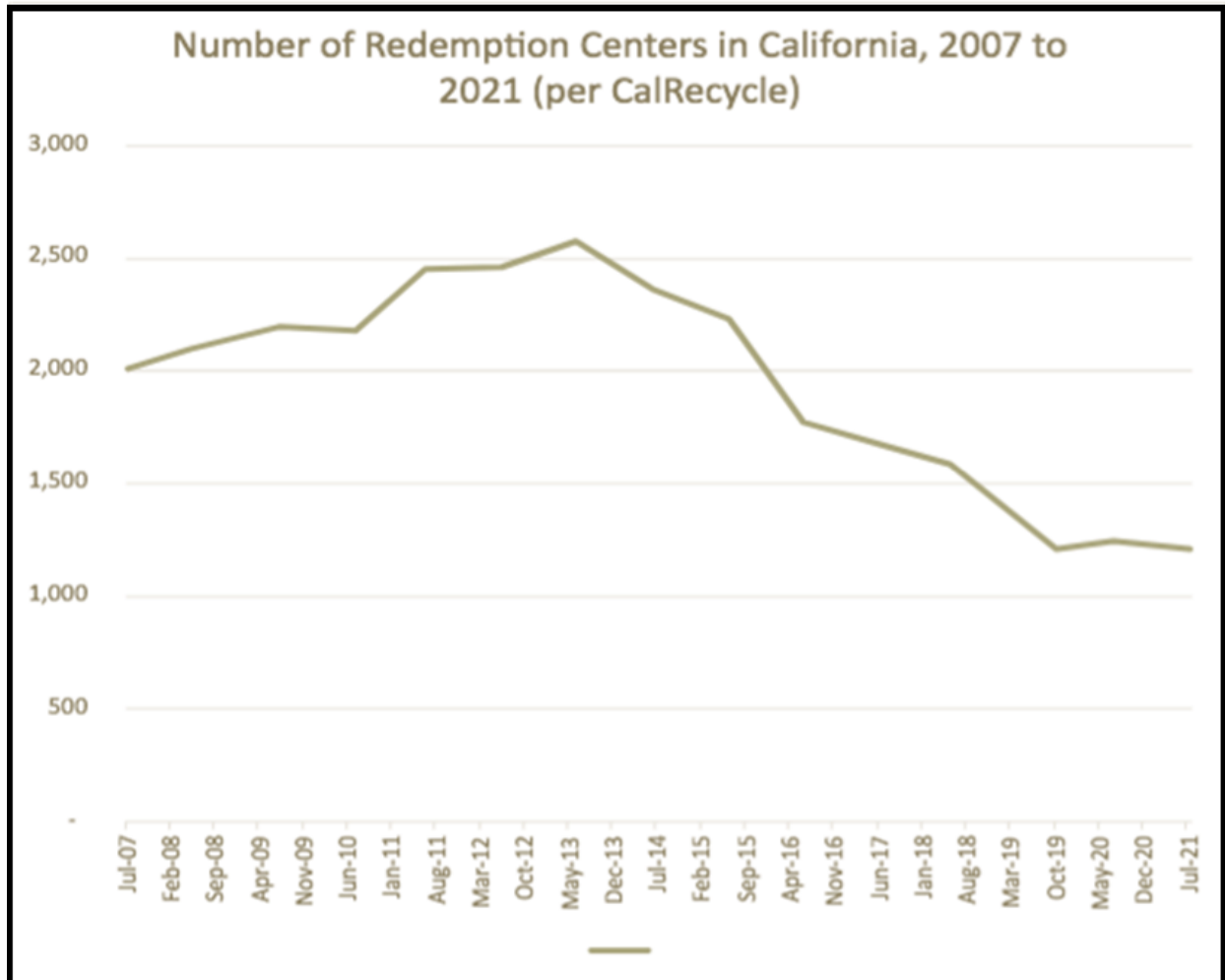
CRV Redemption

California's bottle and can recycling program was once considered successful. Today it has become a failed model. California now has a very inconvenient redemption structure compared to other states. As of May 2021, Californians have only one redemption center for about every 26,000 people. Oregon, in comparison, has 74 percent higher quantity of redemption centers than California,⁶ even though Oregon's population is one-ninth the size of California's.

⁵ For more on haulers and why consumers do not get back deposits, see: <https://www.consumerwatchdog.org/news-story/opinion-why-californians-don't-get-thier-bottle-and-can-deposits-back>.

⁶ OBRC, Quarterly Report Q4 2020

Where Have All the CRVs Gone?



More than half California's redemption centers have closed since 2013 due to State underpayments, commodities markets, and later the coronavirus pandemic. Redemption centers have faced financial hardships due to both scrap price declines and inadequate payments from CalRecycle. An additional hardship has been the increase in minimum wage for redemption center employees that has not been accounted for by the payment formula. More than 1,369 redemption centers have closed in California since the peak in 2013. Just over 1,200 redemption centers remain in operation in California, compared to nearly 2,600 centers in 2013.

According to CalRecycle, grocery stores can be granted exemptions if recycling centers would not be economically viable, or if another redemption center is sufficiently close by, or if consumers predominantly use curbside services in their location.⁷

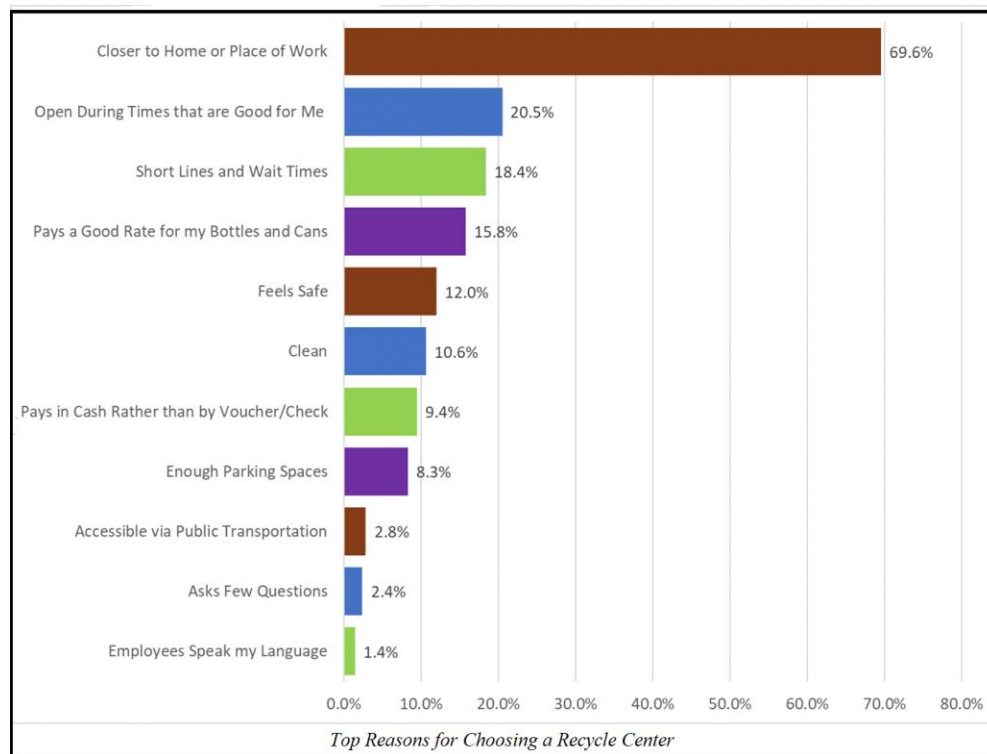
Orange County currently has 338 convenience zones, but only 134 of the convenience zones have a redemption center. There are 59 zones made exempt by CalRecycle, 10 more on hold,

⁷ For more on exemptions and other program rules, see: <https://www.calrecycle.ca.gov/bevcontainer/retailers/zones>.

Where Have All the CRVs Gone?

and 135 unserved.⁸ In the rest of the unserved zones lacking redemption centers, retailers are supposed to provide on-site redemption or pay State fees to avoid responsibility. Returning CRV containers to the local grocery store increases consumer convenience.

In an intercept survey, people were asked to choose from eleven options as to why they redeemed bottles at the recycling center. The top three reasons were ‘close to home’ (70 percent), ‘open at good times’ (21 percent), and ‘short lines and wait times’ (18 percent).⁹



Consumer Watchdog conducted an audit of 50 Los Angeles-area grocery, convenience and drug stores required by the State to refund consumer bottle deposits. The audit found up to two-thirds of retailers responsible for redemption may be refusing to take bottles back. The penalty from CalRecycle for refusing CRV redemption is between \$100 and \$1,000, depending on whether it is a repeat offense. It is very rare that retailers will be inspected and penalized by CalRecycle.¹⁰ Close to 4,000 California stores have signed up with CalRecycle to redeem CRV containers in zones lacking recycling centers.¹¹ In Orange County, 109 Recycling/Redemption centers remain open,¹² many with limited days and hours of operation. In addition, there are currently 195 in-

⁸ <https://www2.calrecycle.ca.gov/bevcontainer/recyclingcenters>.

⁹ Intercept Survey conducted by the University of California, Berkeley research team.

¹⁰ Liz Tucker, “Trashed, How California Recycling Failed and How to Fix It,” *Consumer Watchdog*, published January 2020.

¹¹ www2.calrecycle.ca.gov/BevContainer/InStoreRedemption.

¹² [www2.calrecycle.ca.gov/bevcontainer>recycling centers](https://www2.calrecycle.ca.gov/bevcontainer>recycling%20centers).

Where Have All the CRVs Gone?

store CRV redemption locations.¹³ Although the CalRecycle website lists the status, hours, and days of operation of recycling and redemption centers, the OCGJ determined the information is not always accurate.

The primary cause of redemption center closure is the lack of compensation received from CalRecycle. Liza Tucker, a consumer advocate with Container Recycling Institute, stated, “the formula for calculating state payments to recycling centers is flawed.” CalRecycle, she said, “averages costs to run centers across the state. But the cost of operating a redemption center in a grocery store parking lot – which is the most convenient for consumers – is substantially higher.”¹⁴

The rePlanet Recycling Centers suffered the largest closure. Established in 1984, rePlanet grew to 600 redemption centers in California at its peak. In 2016, it closed 191 centers and terminated 300 employees. On August 5, 2019, it closed the remaining 284 centers and laid off the remaining 750 employees. David Lawrence, rePlanet’s President said the factors were:

Reduction in State Fees:

- Depressed pricing of aluminum and plastic
- Minimum wage increases
- Required Health and Workers Compensation Insurance¹⁵

The decline in Redemption Centers will result in:

- Tons of metal, plastics, and glassware going into landfills
- Increased greenhouse gas
- Increased litter
- Lost jobs in recycling and redemption industry
- Income for families and individuals who gather discarded cans and bottles to earn extra cash

A letter from Container Recycling Institute (CRI) urged the State to extend the Processing Payment Emergency Regulations for one year.¹⁶ The Emergency Regulations add a 10 percent reasonable financial return to calculate the processing payments that will be made to certified recyclers for 2021. This processing payment subsidy is intended to offset the difference between their operating costs and the revenue earned from scrap sales and handling fees. “Recyclers” include recycling centers, and curbside and drop-off programs.

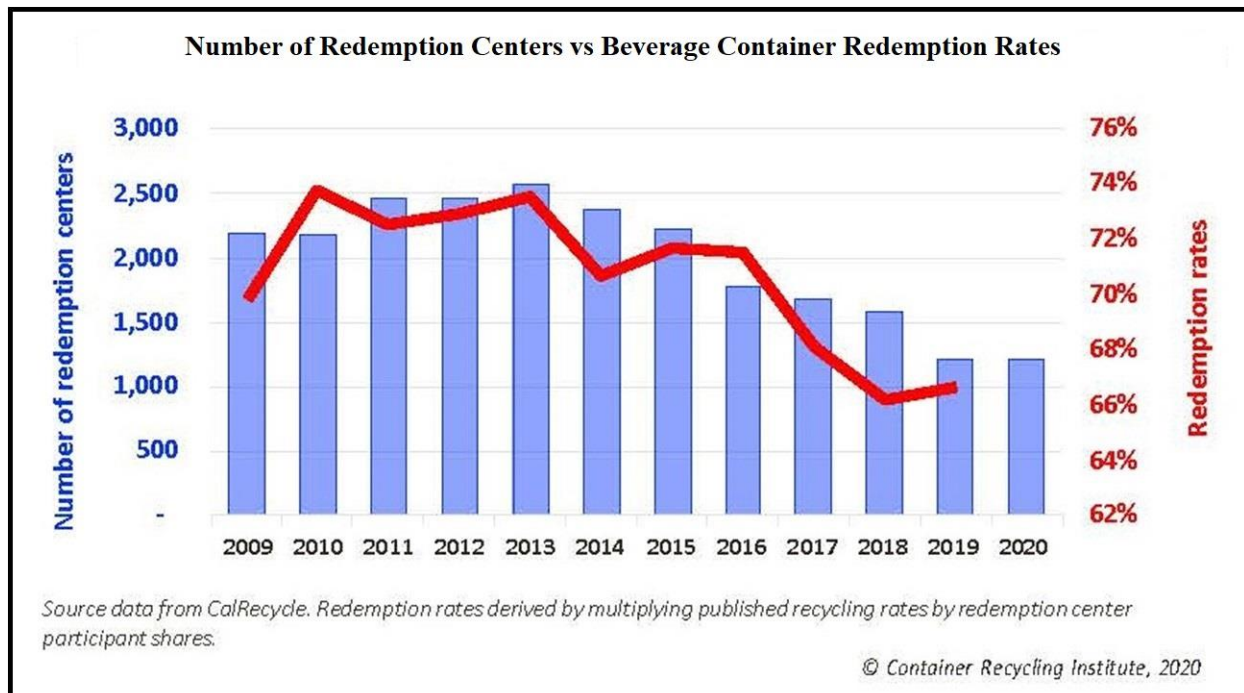
¹³ www2.calrecycle.ca.gov/beveragecontainer/instore redemption.

¹⁴ Kevin Smith, “rePlanet Closes all Recycling Centers, Prompting a Call for Bottle, Can Redemption at Stores,” San Gabriel Valley Tribune, August 6, 2019.

¹⁵ Ibid.

¹⁶ December 6, 2021, letter from Container Recycling Institute President and Executive Director, Susan Collins to The State of California Office of Administrative Law.

Where Have All the CRVs Gone?



California retailers are the failsafe for the program in locations lacking redemption centers. California has an average of one center for every 26,000 consumers,¹⁷ leading to CRV non-redemption.

Waste Haulers

Municipal curbside drop-off programs and trash haulers benefit from the redemption of CRV containers the consumers discard. When the Bottle Bill¹⁸ passed, environmental groups and lawmakers envisioned a network of redemption centers in supermarket parking lots to redeem containers. But California lawmakers and environmentalists also wanted to encourage developing curbside recycling. Operators of curbside and rural drop-off recycling programs are eligible to bill the State for the CRV stamped on the labels of containers without offering consumers refunds.¹⁹ Waste haulers were paid \$146 million in 2020 for consumer CRV *donated* to their recycling bins at curbside and rural drop off locations.²⁰ The rate at which consumers take bottles and cans for direct deposit refunds stands at 58.8 percent as of November 2021.

¹⁷ California's population of 40 million is served by 1,553 redemption centers, per CalRecycle presentation, Beverage Container Recycling Program, Certification and Registration Branch, 4th Quarter 2018, presented in January 2019.

¹⁸ AB 2020, Margolin.

¹⁹ <https://www.CalRecycle.ca.gov/bevcontainer>.

²⁰ In 2020 haulers were paid \$118 million for the CRV in curbside bins and \$28 million for the CRV at rural, drop off locations, according to the CalRecycle data analyzed by Container Recycling Institute. Corporate waste haulers operate a majority of these of these programs. Municipalities operate at least ten percent of these programs statewide.

Where Have All the CRVs Gone?

Meanwhile, unredeemed deposits in the State's main beverage fund are more than \$600 million.²¹

Curbside haulers in many cities use a single stream method of gathering recyclables. People put their recyclables into one bin and trucks take them to a processing center where machinery sorts the materials. But during transport, the materials are jostled together, rendering at least one quarter of the materials useless because they are contaminated with ground-in bits of organic waste, paper, plastic, and metal. This contamination contributes to increased landfill waste rather than recycling.

In California, waste haulers profit in numerous ways:

- They receive the CRV value, and the material scrap value of recyclables collected.
- Those that process recyclable materials are paid an additional three quarters of one percent, based on the total value of CRV collected, for administrative costs.
- They are paid subsidies to compensate for the difference between the cost of recycling and the market scrap value.
- They are awarded supplemental payments.

California awards “supplemental payments” to operators of curbside programs. These payments were initially created as an incentive to start and support curbside collection programs. Now that most cities have curbside collection programs supported by ratepayers, the supplemental payments are additional profit.

²¹ Liza Tucker, “State Obscures Extent of a Half-Billion-Dollar Surplus of Unredeemed CRV Deposits as Redemption Rate Stays Stuck at 58 percent,” Consumer Watchdog, February 9, 2022.

Where Have All the CRVs Gone?



Visualization of flow of Payments to Waste Haulers²²

Beverage Container Recycling Pilot Program

Under previous legislation,²³ CalRecycle approved five pilot programs to boost consumer redemption access in the following jurisdictions: Culver City, San Francisco, San Mateo County, Sonoma County, and the City of Irvine.

Communities can create CRV redemption programs that work for them. Pilot programs allow flexible operating requirements and customized redemption programs designed to meet a region's unique needs. The CalRecycle Pilot Project Grant Program is designed to assist jurisdictions that lack CRV beverage container recycling opportunities for their residents.

The goals of the Pilot Project Grant Program are:

- Improving redemption opportunities in underserved areas.
- Allowing local governments and private industry to work together, to create new, convenient, and innovative recycling opportunities that work in their region or area.
- Increasing consumer redemption access.
- Increasing recycling percentages in pilot program areas.

²² Liza Tucker, "Waste Haulers: The Square Peg in the Circular Economy," *Consumer Watchdog*, May 2021. Used with permission of the author.

²³ California Beverage Container Recycling and Litter Reduction Act (Assembly Bill 2020, Margolin, Statutes of 1986 Chapter 1290) (Public Resources Code 14571.9) SB458 (Wiener Chapter 648 Statutes of 2017).

Where Have All the CRVs Gone?

Pilot program jurisdiction is defined as a city, county, or a combination thereof, that has authority to issue a grant permission for a certified pilot program recycler to operate in the designated pilot project area. Jurisdiction must meet at least one of the following criteria:

- The jurisdiction must have at least six unserved convenience zones.
- At least 75 percent of all convenience zones are unserved.

Local jurisdictions can now apply to turn their recycling deserts into hubs for convenient bottle and can redemption. California has approved five additional pilot grants, and the grant pilot program has been extended until June 30, 2026. The Governor has allocated an additional \$10 million to support the local pilot programs.

Additional Grant Opportunities

Currently, in Orange County, there is one grant pilot program operating. This program, called *Recycle from Home*, is a joint effort between the City of Irvine and the program's founder, Ryan Bloom. Irvine was an ideal location for a pilot program because of its high-density population with unserved CRV redemption zones. *Recycle from Home* picks up recycling directly from the resident's doorstep and deposits CRV refunds into the user's account of choice, minus 10 percent paid to the program. Participants are responsible for sorting their CRV recyclables and placing them in specially coded bags provided. Once the bag is ready, residents simply schedule a pick-up with *Recycle from Home* through an app or phone call and place the bag(s) on their porch. The OCGJ found this program to be an innovative way to return CRV funds to the consumers.

Additionally, CalRecycle offers the Beverage Container Recycling Grant Program. Beginning September 30, 2021, and ending June 28, 2024, grants are available to cities for beverage container recycling. The goal of this program is to reach and maintain an 80 percent recycling rate for all of California refund value beverage containers-aluminum, glass, plastic, and bi-metal. Unlike the Grant Pilot Program, no redemption element to consumers is required. The requirements are:

- The projects must be in California.
- Reimbursement will not exceed the amount stated on the Grant Agreement Cover Sheet (CalRecycle 110).
- The grantee will ensure that the recycling bins, if applicable, are serviced on a regular basis and that collected material is transported to a certified recycling center.
- The grantee will ensure, if applicable, that it and/or other entities certified to collect beverage containers are certified or registered by CalRecycle in the proper category and will provide the Grant Manager a copy of the certification certificates(s) upon request.

Where Have All the CRVs Gone?

The grantee shall monitor the project for the tonnage and revenues collected by material type, if applicable, and will report to the Grant Manager in the progress and final reports. Information for both these programs is available on the CalRecycle web site.²⁴

The OCGJ strongly encourages other cities and the County to research and apply for available grants or pilot programs from CalRecycle for their communities that focus on returning more CRV funds to their residents' benefit and to reduce recyclables from entering landfills.

Current State of Redemption Efforts in Orange County

The OCGJ surveyed the thirty-four cities in Orange County. The purpose of the survey was to evaluate the efforts the cities are currently undertaking to help residents obtain their CRV refunds and remove recycling from the waste stream. The City of Irvine is currently participating in the *Recycle from Home* grant pilot program and requires its solid waste hauler to operate a buy-back center for Irvine residents.

Over 40 percent of the 14 cities that responded to the OCGJ survey failed to offer an organized program for public outreach and education regarding CRV redemption and recycling. Many relied on their waste haulers to make recycling available and to educate their community. Brea had applied for CalRecycle Beverage Container Recycling grants for the purchase of designated recycling containers at several city and school locations.

Three of the responding cities took into consideration waste hauler revenue from CRV redemption and raw material sales in different ways. Laguna Beach had a windfall recycling payment clause in their waste hauler contract. It stipulated that the contractor agreed to pay Laguna Beach 25 percent of revenue that is attributable to the sale of recyclable material collected in the city that exceeds \$135 per ton (net processing costs). Similarly, Fountain Valley had CRV revenue sharing which required the waste hauler share CRV revenue with the city once the contractor's baseline CRV revenue exceeded \$275,000. San Juan Capistrano considered fundraising efforts by requiring the waste hauler to offer free 30-yard roll-off containers to local schools for collecting CRV from students and families. When these containers are filled, the contractor is required to provide the redemption value to the school as a fundraising source. The OCGJ applauds the efforts by these cities to benefit their citizenry and increase material recycling.

The OCGJ sees a missed opportunity for the cities that are not leveraging CRV or the raw material revenue when negotiating their waste hauler contracts. Orange County cities should be more proactive in encouraging CRV redemption and recycling by their residents. The OCGJ also encourages each City's participation and promotion of the grant pilot programs currently offered by CalRecycle.

An additional tool for sharing information about each City's recycling efforts is the City Recycling Coordinators Meeting. This meeting is held quarterly and facilitated by staff of OC Waste & Recycling (OCWR), a department of the County of Orange. A recent meeting included

²⁴ www.calrecycle.ca.gov

Where Have All the CRVs Gone?

recycling coordinators, representatives from CalRecycle and OCWR, consultant groups, and industry professionals. Agenda items included:

- Education Outreach Updates.
- CalRecycle Update.
- City/Consultant Q&A.

The OCGJ believes this is an educational and informative opportunity for City Recycling Managers and encourages participation by all cities.

FINDINGS

Based on its investigation described here, the 2021-2022 Orange County Grand Jury has arrived at the following principal findings:

- F1 Due to the reduced availability of convenient CRV redemption sites and the lack of accurate online information, it is difficult for resident consumers to redeem CRV fees.
- F2 Because redemption site locations have diminished in number, waste haulers are the beneficiaries to the CRV fees paid originally by resident consumers.
- F3 CalRecycle is attempting to improve CRV redemption and reduce CRV recyclables from landfills and are offering financial incentives to do so. Orange County and its cities are not fully taking advantage of the grant or pilot program opportunities available through CalRecycle.
- F4 Orange County and most OC Cities do not make CRV redemption and recycling a priority when negotiating their waste hauler contracts which results in missed financial opportunities and convenience for their residents.

In accordance with California Penal Code Sections 933 and 933.05, the 2021-2022 Grand Jury requires responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

RECOMMENDATIONS

- R1 By January of 2023, each of the cities in Orange County should research and apply for available grants or pilot programs from CalRecycle for their community that focus on returning more CRV funds to their residents. (F3)
- R2 By January of 2023, the Orange County Board of Supervisors should require OC Waste & Recycling to research and apply for available grants or pilot programs from CalRecycle for the unincorporated areas of OC that focus on returning more CRV funds to their residents. (F3)

Where Have All the CRVs Gone?

- R3 When renegotiating their current waste hauler contract, all cities and the County of Orange should assess the value of the CRV funds received by the waste hauler in their jurisdiction and creatively leverage this revenue for the benefit of their residents. (F2, F4)
- R4 By January of 2023, all cities and the County of Orange should develop extensive community outreach programs aimed at educating the public about how to access CRV redemption in their jurisdiction. (F1, F3)

COMMENDATIONS

The OCGJ commends *Recycle From Home* in the City of Irvine as CalRecycle's only pilot project grant program in Orange County. A collaboration between the City and private enterprise, *Recycle From Home* is a unique collaborative concept to service the entire City of Irvine's CRV recycling needs. This is an eco-friendly way to recycle right from your driveway or doorstep. This mobile residential recycling service was selected and approved as part of a new pilot project grant program established by the State of California. The pilot program is innovative, convenient, helps keep CRV recyclable material out of the waste stream and returns the deposits directly to the consumer.

RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code Section 933.05 specifies the way such comment(s) are to be made as follows:

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

Where Have All the CRVs Gone?

- (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Responses Required

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code §933.05 are required from:

90 Day Response Required	F1	F2	F3	F4
Orange County Board of Supervisors	X	X		X

90 Day Response Required	R1	R2	R3	R4
Orange County Board of Supervisors	X	X	X	X

Where Have All the CRVs Gone?

90 Day Response Required	F1	F2	F3
City Council of Laguna Hills	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Laguna Hills	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Laguna Niguel	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Laguna Niguel	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Laguna Woods	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Laguna Woods	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Lake Forest	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Lake Forest	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Los Alamitos	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Los Alamitos	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Mission Viejo	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Mission Viejo	X	X	X	X

Where Have All the CRVs Gone?

90 Day Response Required	F1	F2	F3
City Council of Rancho Santa Margarita	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Rancho Santa Margarita	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of San Clemente	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of San Clemente	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of San Juan Capistrano	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of San Juan Capistrano	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Santa Ana	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Santa Ana	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Seal Beach	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Seal Beach	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Stanton	X	X	X

Where Have All the CRVs Gone?

90 Day Response Required	R1	R2	R3	R4
City Council of Stanton	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Tustin	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Tustin	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Villa Park	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Villa Park	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Westminster	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Westminster	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Yorba Linda	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Yorba Linda	X	X	X	X

Responses Requested

90 Day Response Requested	F1	F2	F3	F4
OC Waste & Recycling		X	X	X

90 Day Response Requested	R1	R2	R3	R4
OC Waste & Recycling		X	X	X

Where Have All the CRVs Gone?

GLOSSARY

Assembly Bill 2020	Encourage recycling and reduce litter.
Assembly Bill 939	Integrated Waste Act – mandates reduction of waste being disposed.
Bottle Bill	Senate Bill 38.
CalRecycle	California Department of Resources, Recycling and Recovery.
CIP	Convenience Incentive Payment.
Convenience Zone	A convenience zone is required by law to have within the zone’s boundaries, a recycling center that redeems all California Redemption Value (CRV) containers. A convenience zone with a recycler inside its boundaries is considered a served zone.
CRV	California Refund Value.
Handling Fee	Monthly payments made by the CalRecycle to recycling centers that meet certain eligibility requirements.
MRF	A facility utilized for the purpose of collecting, sorting, and processing materials to be recycled.
PRA	Public Records Act.
OAL	Office of Administrative Law.
OCWR	OC Waste & Recycling, a department of the County of Orange.
OCGJ	Orange County Grand Jury.
Processing Fee	Total cost charged per online transaction.
Redemption Center	Accepts empty deposit beverage containers from redeemers.
Senate Bill 38	“Bottle Bill” – requires beverage industry to establish convenient recycling and redemption places so consumers may get their deposits back.
Single Stream	Waste haulers pick up Recycle bins from customer’s location.
Transaction Fee	Flat dollar amount charged based on the number of transactions.
Waste Hauler	Any person carrying or engaging in the collection of waste.

September 20, 2022

Honorable Erick L. Larsh, Presiding Judge
Superior Court of California, County of Orange
700 Civic Center Drive West
Santa Ana, CA 92701

RE: Response to 2021-2022 Orange County Grand Jury Report “Where Have All the CRVs Gone?”

Dear Judge Larsh:

The City of Los Alamitos (City) has reviewed the Orange County Grand Jury Report titled “Where Have All the CRVs Gone?” As required by California Penal Code §933 and §933.05, the City is responding to the findings and recommendations included within the report. The required responses are contained below:

Findings and Responses:

F1. Due to the reduced availability of convenient CRV redemption sites and the lack of accurate online information, it is difficult for resident consumers to redeem CRV fees.

Response: Disagree

There are currently three CRV redemption sites within a three-mile radius of Los Alamitos City Hall, all of which have an online presence. As such, the City does not concur with the Grand Jury’s finding.

F2. Because redemption site locations have diminished in number, waste haulers are the beneficiaries to the CRV fees paid originally by resident consumers.

Response: Disagree

As residents of Los Alamitos have access to and/or are in close proximity to multiple CRV redemption sites, there are no barriers to their ability to obtain CRV redemption should they choose to.

F3. CalRecycle is attempting to improve CRV redemption and reduce CRV recyclables from landfills and are offering financial incentives to do so. Orange County and its cities are not fully taking advantage of the grant or pilot program opportunities available through CalRecycle.

Response: Partially Agree

While the CRV redemption program has worked well in the past, smaller cities that contract out their waste hauling services are often unable to meet specific requirements in order to take advantage of specific funding programs. In the event cities are able to access this funding, it is for a short period of time. As such,

cities are required to continuously apply for new grant funding in order to sustain programs initiated by the State.

Recommendations and Responses:

- R1. By January of 2023, each of the cities in Orange County should research and apply for available grants or pilot programs from CalRecycle for their community that focus on returning more CRV funds to their residents. (F3)**

Response: The recommendation will not be implemented

While the City of Los Alamitos will always look to identify grants to offset city operational costs, the City has not identified any barrier to access of these facilities in our community. As such, CalRecycle should determine if there is an opportunity to return funding to CRV redemption vendor/participants in a manner that makes the program financially more attractive to participants.

- R2. By January of 2023, the Orange County Board of Supervisors should require OC Waste & Recycling to research and apply for available grants or pilot programs from CalRecycle for the unincorporated areas of OC that focus on returning more CRV funds to their residents. (F3)**

Response: The recommendation will not be implemented

The City of Los Alamitos has no jurisdiction in determining what the County should or should not do with CRV in unincorporated areas of the County. That said, the closest unincorporated area to the City of Los Alamitos enjoy the same access to CRV sites as our residents do.

- R3. When renegotiating their current waste hauler contract, all cities and the County of Orange should assess the value of the CRV funds received by the waste hauler in their jurisdiction and creatively leverage this revenue for the benefit of their residents. (F2, F4)**

Response: Recommendation has been implemented

The City of Los Alamitos has and will continue to implement the recommendation. The City of Los Alamitos recently when out to bid for solid waste collection services. Part of the analysis of proposals included the evaluation of all revenue and expenses when determining customer rates and that any the revenue they generate.

- R4. By January of 2023, all cities and the County of Orange should develop extensive community outreach programs aimed at educating the public about how to access CRV redemption in their jurisdiction. (F1, F3)**

Response: Recommendation has been implemented

The City of Los Alamitos has a robust public engagement campaign aimed improving the success of all State-mandated recycling programs. We will continue to work with our contract hauler to reinforce the accessibility of these programs in the future.

In the event that you need additional information regarding the City's responses, please contact City Manager, Chet Simmons, via email at csimmons@cityoflosalamitos.org.

Respectfully,

Shelley Hasselbrink, Mayor