

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, March 20, 2023 – 6:00 PM

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.

Agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5) will be made available for public inspection at the meeting. Such documents will also be available at the City Clerk's office, 3191 Katella Ave., Los Alamitos, CA 90720.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (562) 431-3538, ext. 220. Notification at least 42 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II]. Language translation services are available for this meeting by calling the City Clerk's Office least 42 hours in advance

If you are unable to attend this meeting in person, 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 "COUNCIL PUBLIC COMMENT". Comments received by 3:00 p.m. they day of the meeting 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. You may also view the meeting live on local cable channel 3.

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 Doby
Mayor Pro Tem Nefulda
Council Member Hasselbrink
Council Member Hibard
Council Member Murphy

3. PLEDGE OF ALLEGIANCE

Council Member Hasselbrink will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Hibard will give the Invocation.

5. PRESENTATIONS

A. Presentation to Sergeant Chris Lee in Recognition of his 17 Years of Service to Law Enforcement

6. ORAL COMMUNICATIONS

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

7. COUNCIL ANNOUNCEMENTS

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period February 1, 2023 to February 28, 2023.

Recommendation:

Ratify the Warrants for the period February 1, 2023 to February 28, 2023 in the amount of \$1,200,519.84.

Roll Call

Mayor Doby
Mayor Pro Tem Nefulda
Council Member Hasselbrink
Council Member Hibard
Council Member Murphy

10. CONSENT CALENDAR

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

A. Approval of Minutes (Administration)

Approve the City Council Minutes for the Adjourned Regular meeting of January 23, 2023, and February 21, 2023.

B. Adopt Ordinance 2023-01 - Creating R-4 Zoning, Amending the TCMU Zone, and Rezoning Certain Properties (Development Services)

City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2023-01 at its February 21, 2023, meeting. Ordinance 2023-01 will approve a R-4 Zoning District in Los Alamitos, amend the Town Center Mix Use (TCMU) Zone, and rezoning certain properties to the R-3 and new R-4 Districts. These changes would be implemented to comply with the newly adopted Housing Element.

Recommendation:

Adopt Ordinance No. 2023-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTERS 17.04, 17.08, AND 17.12 OF THE LOS ALAMITOS MUNICIPAL CODE, AS WELL AS THE LOS ALAMITOS ZONING MAP, CONCERNING THE R-3, R-4, AND TCMU ZONING OF THE CITY OF LOS ALAMITOS (ZOA 22-03) (CITY INITIATED)."

C. Adopt Ordinance 2023-02 - State Mandated Update to Accessory Dwelling Unit (ADU) Regulations (Development Services)

City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2023-02 at its February 21, 2023, meeting. Ordinance 2023-02 will amend and restate Section 17.28.020 of the Los Alamitos Municipal Code concerning the regulation of Accessory Dwelling Units (ZOA 23-01).

Recommendation:

Adopt Ordinance No. 2023-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 23-01)."

D. Adopt Ordinance No. 2023-03 - Modify Regulation and Sale of Fireworks (Administration)

This report proposes a change to the requirements for the regulation, use, and sale of safe and sane fireworks on the 4th of July. City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2023-03 at its February 21, 2023, meeting.

Recommendation:

Adopt Ordinance No. 2023-03, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 5.60.110(B) OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE LOCATION OF TEMPORARY FIREWORKS STANDS".

E. Annual Comprehensive Financial Report (Finance)

For City Council consideration is the receipt of the fiscal year 2021-2022 audit reports.

Recommendation:

Receive and file the annual audit reports for fiscal year 2021-2022, including the

Annual Comprehensive Financial Report (ACFR) and Report on Applying Agreed-Upon Procedures Appropriations Limit Worksheets (GANN AUP).

F. Award of Professional Services Agreement (PSA) to Charles Abbott & Associates, Inc. for Building & Safety Services (Development Services)

On Thursday, January 19, 2023, staff received and reviewed bids for Request for Proposal (RFP) 2022-04 Building & Safety Services, which is inclusive of building division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services. This item seeks to award the bid for RFP 2022-04 to Charles Abbott & Associates, Inc., for a three-year term with two possible 2-year extensions and in accordance with the fee schedule noted herein.

Recommendation:

Award the bid for RFP 2022-04 and authorize the Mayor to execute the Professional Services Agreement with Charles Abbott Associates Inc. (CAA), for Building & Safety services for a three-year term with two possible 2-year extensions in accordance with the fee schedule not to exceed the sum of:

- 80% of permit and plan check fees up to \$15,000
- 65% of permit and plan check fees from \$15,001 to \$30,000
- 55% of permit and plan check fees from \$30,001 to \$75,000
- 50% of permit and plan check fees greater than \$75,000
- \$20,000 annual cost for the permitting tracking system, CityTech

G. Award of Professional Services Agreement (PSA) to Willdan Engineering for City Engineering and Traffic Engineering Services (Development Services)

On Thursday, January 12, 2023, staff received and reviewed bids for Request for Proposals (RFP) 2022-05 City Engineering and Traffic Engineering Services, which is inclusive but not limited to consultation on City utilities and facilities, consultation on development projects/permits, lead and manage the City's Capital Improvement Program (CIP), provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits. This item seeks to award RFP 2022-05 to Willdan Engineering for a term of three years with two 2-year contract extensions and in accordance with the fee schedule noted herein.

Recommendation:

1. Award the bid for RFP 2022-05; and,

2. Authorize the Mayor to execute the Professional Services Agreement with Willdan Engineering for City Engineering and Traffic Engineering services for a term of three years with two 2-year contract extensions and in accordance with the fee schedule not to exceed the following hourly rates of:

Job Description	Hourly Rate
City Engineer	\$160
Geotechnical Manager	\$185

Landscape Architect	\$175
Labor Compliance Manager	\$165
Traffic Engineer	\$160
Project Manager	\$158
Public Works Superintendent	\$150

H. Rejection of Bids for Requests for Proposals (RFP) 2022-03 for the Installation/Upgrade of the City's Access Control System (Development Services)

On Thursday, February 2, 2023, the City received one (1) bid submittal in response to Requests for Proposals (RFP) 2022-03 Access Control System. RFP 2022-03 solicited services for the installation and/or upgrade of an existing access control system for specified City facilities. The submitted bid surpassed the anticipated budget, which considered new hardware installations and upgrades to the existing system. As a result, staff is recommending the rejection of the submitted bids.

Recommendation:

Rejection of all bids received for Requests for Proposals (RFP) 2022-03 Access Control System.

11. DISCUSSION ITEM

A. Volunteers in Policing (VIP) Program (Police)

This item seeks approval to implement a Volunteers in Policing Program.

Recommendation:

Adopt Resolution No. 2023-10, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A VOLUNTEER IN POLICING (VIP) PROGRAM".

B. Mid-Year General Fund Budget Review and Financial Update for Fiscal Year 2022-23 (Finance)

This report provides the Council with a review of Mid-Year General Fund budget for the Fiscal Year 2022-23 and a projection for the fiscal year ending June 30, 2023. The mid-year report represents a snapshot in time and reflects recorded information through December 31, 2022, or six months of the fiscal year, and projections for Fiscal Year 2022-23. It will provide the City Council with an update on the financial status of the City's General Fund at mid-year, and projection of Fiscal Year 2022-23.

Recommendation:

1. Review the Mid-year General Fund budget for the Fiscal Year 2022-23, and projection for the Fiscal Year ending June 30, 2023; and,
2. Provide direction and comments.

C. Community Center Roof Repair (Development Services)

The roof of the Community Center building has incurred significant damage from the recent storms. In order to avoid further damage to public facilities and avoid injury to

the health of the occupants of the buildings, staff is requesting Council to identify the repair of the roofs as an urgent necessity.

Recommendation:

1. Adopt by a 4/5 vote, Resolution No. 2023-12, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING THE COMMUNITY CENTER LEAKING ROOF AS AN URGENT NECESSITY"; and,
2. Authorize the City Manager to execute the contract for the project in a form to be approved by the City Attorney in an amount not to exceed \$500,000.

12. CLOSED SESSION

A. Conference with Legal Counsel – Existing Litigation (Gov't Code Section 54956.9)

Los Alamitos Luxury Apartments, LLC v. City of Los Alamitos (Case No. 30-2023-01309111-CU-BC-CJC)

13. ADJOURNMENT

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



Windmera Quintanar, MMC, City Clerk
Dated: March 16, 2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 9A

To: Mayor Tanya Doby & 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 February 1, 2023 to February 28, 2023.

RECOMMENDATION

Ratify the Warrants for the period February 1, 2023 to February 28, 2023 in the amount of \$1,200,519.84.

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 funds for payment thereof.

FISCAL IMPACT

The grand total of \$1,200,519.84 represents checks and electronic fund transfers for the period February 1, 2023 to February 28, 2023.

Attachment: 1. Warrants - March 20, 2023

CITY OF LOS ALAMITOS
A/P Warrants
MARCH 20, 2023

To Ratify

Pages:				
1-7	\$	220,894.47	Warrant	02/08/2023
8	\$	800.00	Advance Warrant	02/14/2023
9-16	\$	515,216.86	Warrant	02/22/2023
17	\$	8,623.68	February Retirees	02/01/2023
18	\$	191,581.79	Payroll	02/03/2023
19		\$33,446.41	Benefits & Withholdings	02/03/2023
20	\$	196,069.00	Payroll	02/17/2023
21		\$33,887.63	Benefits & Withholdings	02/17/2023
Grand Total		\$ 1,200,519.84		

The attached Warrant Register containing checks and electronic funds transfers for the period from February 1, 2023 to February 28, 2023, 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 13th day of March, 2023

WARRANTS 2/082023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LAW ENFORCEMENT SYSTEMS INC	CLEAR CITE COVERS	GENERAL FUND	TRAFFIC	128.00
			TOTAL:	128.00
ABC SWIMMING POOL PRODUCTS	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		100.00
	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		40.00
			TOTAL:	140.00
ADAMSON POLICE PRODUCTS	2021 CHARGER - OUTFITTING	GARAGE FUND	GARAGE	14,250.70
			TOTAL:	14,250.70
AGUSTIN DELGADO	HLO TRAINING MEAL REIMBURS	GENERAL FUND	PATROL	33.79
			TOTAL:	33.79
ANDERSON ELECTRICAL & LIGHTING SERVICE	PD BLDG MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	3,070.00
	OAKFIELD LIGHT REPAIR	GENERAL FUND	SPORTS	4,002.15
			TOTAL:	7,072.15
SEA SALTY INC.	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		470.00
			TOTAL:	470.00
BARBARA BANNERMAN	YOGA WITH BARBARA 12/10	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA WITH BARBARA 1/10	GENERAL FUND	SPECIAL CLASSES	19.50
			TOTAL:	39.00
LCRR MEDICAL CORPORATION	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		170.00
			TOTAL:	170.00
BMI	ANNUAL LICENSE 1/1/23-12/3	GENERAL FUND	RECREATION ADMINISTRAT	421.00
			TOTAL:	421.00
BRIGHT EVENT RENTALS	WW STAGE & EQUIP	GENERAL FUND	SPECIAL EVENTS	5,981.75
			TOTAL:	5,981.75
CALIFORNIA COCINA	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,310.00
			TOTAL:	1,310.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	DEC 2022 BLOOD DRAWS	GENERAL FUND	PATROL	280.00
			TOTAL:	280.00
CALIFORNIA PARK & REC SOCIETY	MEMBERSHIP-EMILINE NODA	GENERAL FUND	RECREATION ADMINISTRAT	570.00
			TOTAL:	570.00
CALIFORNIA POLICE CHIEFS ASSOCIATION	WLLE REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	450.00
			TOTAL:	450.00
CANON FINANCIAL SERVICES, INC.	B&W METER DEC 2022/JAN23 C	GENERAL FUND	RECREATION ADMINISTRAT	468.87
			TOTAL:	468.87
CH CHADA THAI MASSAGE	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,960.00
			TOTAL:	1,960.00
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SVCS DEC 2022	GENERAL FUND	NON-DEPARTMENTAL	290.00
	WQMP REVIEW SVCS DEC 2022	GENERAL FUND	NON-DEPARTMENTAL	326.25
	WQMP REVIEW SVCS DEC 2022	GENERAL FUND	NON-DEPARTMENTAL	942.50
	WQMP REVIEW SVCS DEC 2022	GENERAL FUND	PLANNING	362.50
	BUILDING & SAFETY SVCSDEC	GENERAL FUND	BUILDING INSPECTION	14,259.82

WARRANTS 2/082023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	I & C INSPECTIONS DEC 22	GENERAL FUND	NPDES	782.00
			TOTAL:	16,962.07
COUNTY OF ORANGE TREASURER-TAX	PARKING/EQUIPMENT VIOLATIO	GENERAL FUND	NON-DEPARTMENTAL	2,497.00
	OCSD TECH DIV QTRLY 1/23-	GENERAL FUND	COMMUNICATIONS TECHNOL	6,331.00
	OC FINGERPRINT AFIS JAN 20	GENERAL FUND	COMMUNICATIONS TECHNOL	441.00
	OCATS JANUARY 20023	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
			TOTAL:	10,542.33
CROWN TROPHY	EMPLOYEE STAR PLAQUES	GENERAL FUND	RECREATION ADMINISTRAT	12.93
			TOTAL:	12.93
JANICE CASSIDY	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	240.00
	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	180.00
			TOTAL:	420.00
DEWEY PEST CONTROL	FUMIGATION	GENERAL FUND	BUILDING MAINTENANCE	19,700.00
			TOTAL:	19,700.00
TANYA DOBY	REIMB. FOR LOCC MAYOR CONF	GENERAL FUND	ADMINISTRATION	1,111.34
			TOTAL:	1,111.34
DOOLEY ENTERPRISES, INC.	AMMO PURCHASE	GENERAL FUND	PATROL	3,420.52
			TOTAL:	3,420.52
ECS IMAGING, INC.	LASERFICHE RENEWAL 3/2024	AMERICAN RESCUE PL NON -	DEPARTMENTAL	5,625.00
			TOTAL:	5,625.00
EURMAX CANOPY, INC	EURMAX CANOPY, INC	GENERAL FUND	SPECIAL EVENTS	1,834.15
			TOTAL:	1,834.15
INTEGRITY NEWSPAPER INC.	PUB NOTICE ADOPT ORD 2022-	GENERAL FUND	CITY COUNCIL	200.00
	CC-HOUSING ELEMENT	GENERAL FUND	CITY COUNCIL	330.00
	CC R-4 ZONING DISTRICT	GENERAL FUND	CITY COUNCIL	320.00
	PC SITE DEV PERMIT 22-03	GENERAL FUND	PLANNING	235.00
	PC-ACCESS DWELL UNIT ZOA	GENERAL FUND	PLANNING	325.00
			TOTAL:	1,410.00
CARRI FOX	LINE DANCE DROP 11/30	GENERAL FUND	SPECIAL CLASSES	31.50
	LINE DANCE DROP 12/7/	GENERAL FUND	SPECIAL CLASSES	35.00
	LINE DANCE DROP 12/14	GENERAL FUND	SPECIAL CLASSES	24.50
	LINE DANCE DROP 1/11	GENERAL FUND	SPECIAL CLASSES	45.50
			TOTAL:	136.50
FIELD TIME TARGET AND TRAINING	RANGE RENTAL 1/24/23-1/27/	GENERAL FUND	PATROL	750.00
			TOTAL:	750.00
GALLS / QUARTERMASTER	BIKE PATROL POLOS	GENERAL FUND	PATROL	310.52
			TOTAL:	310.52
GANAHL LUMBER COMPANY	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	32.72
	BUILDING SUPPLIES TGL SWIT	GENERAL FUND	BUILDING MAINTENANCE	17.24
			TOTAL:	49.96
PRIMARY & MULTI-SPECIALTY CLINICS	PHYSICAL FOR E.C.	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PHYSICAL FOR C.S.	GENERAL FUND	NON-DEPARTMENTAL	50.00

WARRANTIS 2/082023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PHYSICAL FOR L.S	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PHYSICAL FOR S.T.	GENERAL FUND	NON-DEPARTMENTAL	50.00
			TOTAL:	200.00
GOLDEN STATE WATER COMPANY	WATER	GENERAL FUND	STREET MAINTENANCE	1,801.44
	WATER	GENERAL FUND	PARK MAINTENANCE	3,432.64
			TOTAL:	5,234.08
GRUBER AND LOPEZ, INC	AUDIT FINANCIAL STATEMENTS	GENERAL FUND	FINANCE	18,072.00
	GANN LIMIT AUP REPORT	GENERAL FUND	FINANCE	572.00
			TOTAL:	18,644.00
HI-WAY SAFETY, INC.	HI-WAY SAFETY, INC.	GENERAL FUND	STREET MAINTENANCE	144.87
			TOTAL:	144.87
JARED E. LLOYD	HCE DROP IN 11/29	GENERAL FUND	SPORTS	48.00
	HCE DROP IN 12/1	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 12/4	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 12/11	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 12/8	GENERAL FUND	SPORTS	96.00
	HCE DROP IN 12/13	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 1/10	GENERAL FUND	SPORTS	48.00
			TOTAL:	320.00
HORTENCIAS ORANGE COUNTY INC	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		520.00
			TOTAL:	520.00
INDEPENDENT CAR SPECIALISTS, INC.	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		100.00
	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		130.00
			TOTAL:	230.00
PATTIE PATRICK	JANITORIAL SVC OCT	GENERAL FUND	PUBLIC WORKS ADMIN	6,142.00
			TOTAL:	6,142.00
KHOA DANG TRAN	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		330.00
			TOTAL:	330.00
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE	GENERAL FUND	POLICE ADMINISTRATION	189.74
			TOTAL:	189.74
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH FOR PD	GARAGE FUND	GARAGE	405.00
	CAR WASH FOR PUB WORKS	GARAGE FUND	GARAGE	45.00
	CAR WASH FOR CODE ENFORCEM	GARAGE FUND	GARAGE	45.00
	CAR WASH FOR REC DEPARTMEN	GARAGE FUND	GARAGE	55.00
	CAR WASH FOR PD	GARAGE FUND	GARAGE	635.00
			TOTAL:	1,185.00
MIKE CHAO	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		280.00
			TOTAL:	280.00
LOS ALAMITOS SENIOR CLUB	FUNDS RAISED BY LINE DANCE	GENERAL FUND	SPECIAL EVENTS	575.00
			TOTAL:	575.00
LOS ALTOS TROPHY	TRAFFIC COMMISIONER NAME P	GENERAL FUND	COMMUNITY DEVEL ADMIN	28.46
			TOTAL:	28.46

WARRANTS 2/082023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LOWE'S	HOLIDAY DECORATIONS	GENERAL FUND	STREET MAINTENANCE	754.11
	HOLIDAY DECORATIONS	GENERAL FUND	STREET MAINTENANCE	95.28
	HOLIDAY DECORATIONS	GENERAL FUND	STREET MAINTENANCE	173.10
	HOLIDAY DECORATIONS	GENERAL FUND	STREET MAINTENANCE	42.32
	POINSETTIAS FOR COUNCIL CH	GENERAL FUND	STREET MAINTENANCE	112.85
	TOTAL:			1,177.66
LV NAILS AND SPA	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	330.00
	TOTAL:			330.00
MARINA MITRI & GEORGE MITRI	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	270.00
	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	50.00
	TOTAL:			320.00
MARK HERNANDEZ	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	280.00
	TOTAL:			280.00
MCA DIRECT	PERMANENT RECORD BINDER	GENERAL FUND	CITY COUNCIL	226.39
	TOTAL:			226.39
MICHAEL BALLIET CONSULTING, LLC	SOLID WASTE FRANCHISE OCT	GENERAL FUND	NON-DEPARTMENTAL	6,468.75
	TOTAL:			6,468.75
MISC. VENDOR	JENNIFER BEEBLE	JENNIFER BEEBLE:REFUND	GENERAL FUND	46.00
	TERRI WILLIAMS	TERRI WILLIAMS:REFUND	GENERAL FUND	10.00
	SAMANTHA TURPIN	SAMANTHA TURPIN:REFUND	GENERAL FUND	60.00
	INFINITY SOLAR	BLDG PERMIT REFUND	GENERAL FUND	450.00
	INFINITY SOLAR	BLDG PERMIT REFUND	GENERAL FUND	657.00
	BLAKE PHILLIPS	BLAKE PHILLIPS: CITATION R	GENERAL FUND	40.00
	EMILY HIBARD	EMILY HIBARD:TRAINING REI	GENERAL FUND	19.38
	RILEY HILL	RILEY HILL:TRAINING REIMB.	GENERAL FUND	215.63
	TOTAL:			1,498.01
ALAN MCCLINTOCK	PD MOBILE SER 2/14/23-2/1	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	957.00
	TOTAL:			957.00
NEWPORT EXTERMINATING	EXTERIOR TREATED PEST CONT	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL/ BAIT STATI	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL/BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL/BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL/ BAIT STATI	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			530.00
NORM'S AUTOMOTIVE CENTER, INC.	2017 DODGE CHARGER MAINTEN	GARAGE FUND	GARAGE	49.95
	2017 DODGE CHARGER MAINTEN	GARAGE FUND	GARAGE	49.95
	TOTAL:			99.90
NORTH STAR LAND CARE	JAN 23 LANDSCAPEMAINTENANC	GENERAL FUND	PARK MAINTENANCE	7,079.66
	JAN 23 ADDED LANDSCAPE MAI	GENERAL FUND	PARK MAINTENANCE	2,426.00
	TOTAL:			9,505.66
ONE SPORTS ACADEMY LLC	BASKETBALL YOUTH COACHES	GENERAL FUND	SPORTS	150.00
	TOTAL:			150.00
ORKIN SERVICES OF CALIFORNIA, INC.	COMMUNITY CENTER JAN 23	GENERAL FUND	BUILDING MAINTENANCE	120.00
	TOTAL:			120.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PACIFIC TELEMAGEMENT SERVICES	POLICE PAY PHONE - FEBRUAR	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
			TOTAL:	43.00
PLACEWORKS, INC.	PROF. SVCS DEC 22 & PROF F	GENERAL FUND	PLANNING	734.40
			TOTAL:	734.40
POWERTRIP RENTALS, LLC	WINTER WONDERLAND EQUIP	GENERAL FUND	SPECIAL EVENTS	4,195.11
			TOTAL:	4,195.11
PRECIOUS LIFE SHELTER, INC.	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	90.00
			TOTAL:	90.00
PRO FORCE LAW ENFORCEMENT	1 TASER X2	GENERAL FUND	PATROL	1,600.09
	1 TASER DATAPORT DOWNLOAD	GENERAL FUND	PATROL	303.88
			TOTAL:	1,903.97
REDFLEX TRAFFIC SYSTEMS, INC.	JAN 23 KATELLA&LAB/AT&T IN	GENERAL FUND	TRAFFIC	10,502.15
			TOTAL:	10,502.15
RIO HONDO COMMUNITY COLLEGE DISTRICT	UOF GALLAUGHER AND ARNOLD	GENERAL FUND	PATROL	416.00
	UOF: BRUCKI, DELGADO, LOPE	GENERAL FUND	PATROL	832.00
	ACT:NAVARRO	GENERAL FUND	PATROL	25.00
			TOTAL:	1,273.00
RODNEY MARK VAN BEEK DBA SOUND CONNECT		GENERAL FUND	SPECIAL EVENIS	11,650.00
			TOTAL:	11,650.00
ROSSMOOR CHILDREN'S CENTER INC.	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	50.00
			TOTAL:	50.00
CHERYL J. SCHNITZER	LINE DANCE BEG/INT 12/5	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	9.75
CAMILLA WRIGHT	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	120.00
			TOTAL:	120.00
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS: SMITH	GENERAL FUND	PATROL	88.71
	WEEKEND OF ART BANNER	GENERAL FUND	SPECIAL EVENTS	284.05
			TOTAL:	372.76
SOCAL AUTO & TRUCK PARTS INC.	NEW BATTERY FOR FW#550 TRU	GARAGE FUND	GARAGE	157.60
			TOTAL:	157.60
TABOON MEDITERRANEAN EXPRESS LLC	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,680.00
			TOTAL:	1,680.00
TACO SURF CANTINA INC	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	3,050.00
			TOTAL:	3,050.00
COPPER BELLE INC.	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,430.00
			TOTAL:	1,430.00
THE CHRISTOPH COMPANY IINC	50% PAYMENT	GENERAL FUND	BUILDING MAINTENANCE	4,397.50
			TOTAL:	4,397.50
NANCY K. BOHL INCORPORATED	CONTRACT SVCS. DEC 2022	GENERAL FUND	POLICE ADMINISTRATION	1,100.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,100.00
MONTOOTH CORP	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		520.00
			TOTAL:	520.00
TIME WARNER CABLE	CITY HALL PHONE 1/28-2/27/	GENERAL FUND	LOS ALAMITOS TV	489.99
			TOTAL:	489.99
UNI NAIL BAR	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		2,350.00
			TOTAL:	2,350.00
UNITED HOME REMODELING INC.	PD ELEC CAP OFFICE	GENERAL FUND	BUILDING MAINTENANCE	5,400.00
			TOTAL:	5,400.00
UNITED STATES POSTMASTER	POSTAGE FOR SPRING 2023 AC	GENERAL FUND	RECREATION ADMINISTRAT	1,913.94
			TOTAL:	1,913.94
UNITED STORM WATER INC	CATCH BASIN CPS PROJECT TI	GENERAL FUND	NON-DEPARTMENTAL	413.77
	CATCH BASIN CPS PROJECT TI	GENERAL FUND	CAPITAL PROJECTS	8,271.32
			TOTAL:	7,857.55
V & V MANUFACTURING, INC.	BADGE REPAIR	GENERAL FUND	POLICE ADMINISTRATION	70.13
			TOTAL:	70.13
VERIZON WIRELESS	MDC 1-8 1/11/23-2/10/23	GENERAL FUND	PATROL	306.08
	PD JETPACK 1 & 2 1/11-2/10	GENERAL FUND	PATROL	76.02
	21 P.D. CELL PHONES 1/11-2	GENERAL FUND	PATROL	854.24
	3 MOBILE ID READERS 1/11-2	GENERAL FUND	PATROL	121.32
	3 DETECTIVES CELL 1/11-2/1	GENERAL FUND	INVESTIGATION	121.32
	CLO CELL PHONE CHG 1/11-2/	GENERAL FUND	COMMUNITY OUTREACH	40.44
	EMERGENCY PREP	GENERAL FUND	EMERGENCY PREPAREDNESS	161.76
	ADMIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	80.43
	COMM DEV	GENERAL FUND	NEIGHBORHOOD PRESERVAT	80.43
	PUB WORKS	GENERAL FUND	STREET MAINTENANCE	323.56
			TOTAL:	2,165.60
BEACH FOOD II, LLC	LOS ALAMITOS BUCKS	AMERICAN RESCUE PL NON - DEPARTMENTAL		2,080.00
			TOTAL:	2,080.00
WAXIE'S ENTERPRISES INC.	BUILDING MAINTENANCE SUPPL	GENERAL FUND	BUILDING MAINTENANCE	3,201.27
			TOTAL:	3,201.27
WEST COAST ARBORISTS, INC.	PLANTBOX 24 " W/O RB	GENERAL FUND	PARK MAINTENANCE	254.00
			TOTAL:	254.00
WEX HEALTH, INC.	FLEX ADMIN SVCS JAN 2023	GENERAL FUND	FINANCE	63.00
			TOTAL:	63.00
MICHELE M. WILKOSZ	ADV. GUITAR DROP	GENERAL FUND	SPECIAL CLASSES	21.45
	ADVANCED GUITAR DROP 12/12	GENERAL FUND	SPECIAL CLASSES	13.65
	ADVANCED GUITAR DROP 1/9	GENERAL FUND	SPECIAL CLASSES	17.55
			TOTAL:	52.65

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT
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===== FUND TOTALS =====		
10	GENERAL FUND	180,489.27
50	GARAGE FUND	15,693.20
53	TECHNOLOGY REPLACEMENT	957.00
56	AMERICAN RESCUE PLAN ACT	23,755.00

	GRAND TOTAL:	220,894.47

TOTAL PAGES: 7

ADVANCE WARRANT 2/14/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SEA SALTY INC.	LOS AL BUCKS REIMBURSEMENT AMERICAN RESCUE PL NON - DEPARTMENTAL			400.00
	TOTAL:			400.00
FORREST SPA	LOS AL BUCKS REIMBURSEMENT AMERICAN RESCUE PL NON - DEPARTMENTAL			200.00
	LOS AL BUCKS REIMBURSEMENT AMERICAN RESCUE PL NON - DEPARTMENTAL			130.00
	LOS AL BUCKS REIMBURSEMENT AMERICAN RESCUE PL NON - DEPARTMENTAL			70.00
	TOTAL:			400.00

===== FUND TOTALS =====		
56	AMERICAN RESCUE PLAN ACT	800.00

	GRAND TOTAL:	800.00

TOTAL PAGES: 1

WARRANTS 2/22/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A.R.R. CORPORATION	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,580.00
		TOTAL:		1,580.00
ABC SWIMMING POOL PRODUCTS	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		80.00
		TOTAL:		80.00
ADMINSURE	WORKERS COMP CLAIMS ADMIN	SELF INSURANCE TRU INSURANCE		411.81
		TOTAL:		411.81
AGUSTIN DELGADO	MEAL REIMBURSEMENT	GENERAL FUND	PATROL	89.34
		TOTAL:		89.34
FRED LEC	FRED LEC	AMERICAN RESCUE PL NON - DEPARTMENTAL		390.00
		TOTAL:		390.00
ALL AMERICAN SIGN COMPANY	PW TRUCK SIGN/LOGO	GARAGE FUND	GARAGE	201.85
		TOTAL:		201.85
ANIMAL PEST MANAGEMENT SERVICES	PEST CONTROL CITY PARK JAN	GENERAL FUND	PARK MAINTENANCE	490.00
		TOTAL:		490.00
AUTHORIZE.NET	MONTHLY ADMIN FEES	GENERAL FUND	LOS ALAMITOS TV	27.10
		TOTAL:		27.10
BEE REMOVERS	BEE REMOVAL COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	420.00
		TOTAL:		420.00
BRENT ARNOLD	MEAL REIMBURSEMENT	GENERAL FUND	INVESTIGATION	52.09
		TOTAL:		52.09
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	1/23 BLOOD DRAWS X 2	GENERAL FUND	PATROL	280.00
		TOTAL:		280.00
CARDNO, INC.	CONSULTING SVCS ENVIRN NOV	GENERAL FUND	ADMINISTRATION	7,238.42
		TOTAL:		7,238.42
CINNAMON STIK-STOCK & STUFFERS INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		120.00
		TOTAL:		120.00
CINTAS CORPORATION NO. 2	FIRST AID CABINETS	GENERAL FUND	BUILDING MAINTENANCE	4,113.16
	AED MACHINES	GENERAL FUND	BUILDING MAINTENANCE	646.27
		TOTAL:		4,759.43
CLEANSTREET	ST SWEEP DEC 2022	GENERAL FUND	STREET MAINTENANCE	9,463.99
		TOTAL:		9,463.99
CROSTOWN ELECTRICAL & DATA, INC.	PREV MAINTENANCE JAN 2023	GENERAL FUND	STREET MAINTENANCE	1,470.00
		TOTAL:		1,470.00
DANIELS TIRE SERVICE	VEHICLE MNTC F250 TRK-2	GARAGE FUND	GARAGE	1,451.35
		TOTAL:		1,451.35
DATA TICKET, INC.	FRANCHISE TAX BOARD NOV22	GENERAL FUND	TRAFFIC	147.70
	CITATION PROCESSING-DEC22	GENERAL FUND	TRAFFIC	200.00
	JANUARY 2023 CITES	GENERAL FUND	TRAFFIC	956.35
		TOTAL:		1,304.05

WARRANTS 2/22/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE FAMILY PLUMBER	BUILDING MNTC	GENERAL FUND	BUILDING MAINTENANCE	345.00
			TOTAL:	345.00
FB OF SOUTHERN CALIFORNIA LP	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	690.00
			TOTAL:	690.00
SOHAIL SALEHZADEH	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	530.00
			TOTAL:	530.00
FRONTIER COMMUNICATIONS	PD PHONE LINES-ALARM	GENERAL FUND	COMMUNICATIONS TECHNOL	369.13
			TOTAL:	369.13
GANAHL LUMBER COMPANY	SUPPLY UNIFORMS NEW PT	GENERAL FUND	PARK MAINTENANCE	74.01
	BUILDING MNCT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	6.09
	BUILDING MNTC SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	23.78
			TOTAL:	103.88
KRISTIN DIMICELI	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	160.00
			TOTAL:	160.00
GEORGE HILLS COMPANY, INC.	ADMIN & CLAIMS FEES JAN23	GENERAL FUND	NON-DEPARTMENTAL	1,250.00
	ADMIN & CLAIMS FLAT FEES F	GENERAL FUND	NON-DEPARTMENTAL	1,250.00
			TOTAL:	2,500.00
GOLDEN STATE WATER COMPANY	11093 LOS ALAMITOS IRR	GENERAL FUND	STREET MAINTENANCE	73.44
	11642 LOS ALAMITOS (PARKWA	GENERAL FUND	STREET MAINTENANCE	147.73
	11731 LOS ALAMITOS (PARKWA	GENERAL FUND	STREET MAINTENANCE	175.49
	11752 LOS ALAMITOS (PARKWA	GENERAL FUND	STREET MAINTENANCE	413.23
	12051 PASEO BONITA	GENERAL FUND	STREET MAINTENANCE	150.02
	3461 ROSSMOOR WAY (PARKWAY	GENERAL FUND	STREET MAINTENANCE	24.48
	3521 ROSSMOOR WAY	GENERAL FUND	STREET MAINTENANCE	20.80
	3662 KEMPTON (LEWIS PARK)	GENERAL FUND	PARK MAINTENANCE	548.12
	CERRITOS & LOS AL BLVD IRR	GENERAL FUND	PARK MAINTENANCE	84.91
	4401 HOWARD ST (LABOURDETT	GENERAL FUND	PARK MAINTENANCE	89.69
	10822 PINE (PINE PARK)	GENERAL FUND	PARK MAINTENANCE	64.76
	10750 BLOOMFIELD (MCAULIFF	GENERAL FUND	PARK MAINTENANCE	275.39
			TOTAL:	2,068.06
GREEN STREET INTERIORS INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	50.00
			TOTAL:	50.00
FAHREDIN BERANI	FAHREDIN BERANI	AMERICAN RESCUE PL NON -	DEPARTMENTAL	3,860.00
			TOTAL:	3,860.00
HARDY & HARPER	NEW DUTCH HAVEN NBHD REHAB	GAS TAX	CAPITAL PROJECTS	235,499.29
			TOTAL:	235,499.29
HDL COREN & CONE	PPTY TX SVC JAN-MCH23	GENERAL FUND	FINANCE	1,501.86
			TOTAL:	1,501.86
ICS INTELESYS, INC.	PHONES AND LICENSE BUNDLE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	3,801.52
			TOTAL:	3,801.52
JOSUE ISRAEL ALVAREZ PEREZ	COMM CTR BATHROOM REPAIR	GENERAL FUND	BUILDING MAINTENANCE	3,575.00
			TOTAL:	3,575.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KARI HALL	SPRING CARNIVAL BALLOONS	GENERAL FUND	SPECIAL EVENTS	1,136.00
			TOTAL:	1,136.00
KONICA MINOLTA PREMIER	COPIER LEASE - ADMIN FRONT	GENERAL FUND	FINANCE	576.46
	COPIER LEASE - FIN 2/20-3/	GENERAL FUND	FINANCE	472.00
			TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE	GENERAL FUND	POLICE ADMINISTRATION	771.17
			TOTAL:	771.17
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH-PD	GARAGE FUND	GARAGE	180.00
	CAR WASH-PW	GARAGE FUND	GARAGE	225.00
	CAR WASH-CODE ENFORCEMENT	GARAGE FUND	GARAGE	90.00
	CAR WASH-REC DEPT	GARAGE FUND	GARAGE	55.00
	CAR WASH 02/06/23	GARAGE FUND	GARAGE	635.00
			TOTAL:	1,185.00
LAURA COLE	MONTHLY CONTRACT FEE FEB 2	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	3,000.00
LEAGUE OF CALIFORNIA CITIES	2022 CITY MGR MEMBERSHIP D	GENERAL FUND	ADMINISTRATION	6,546.00
			TOTAL:	6,546.00
LEGEND PUMP & WELL SERVICE INC	FENLEY PUMP EMERGENCY SVC	GENERAL FUND	BUILDING MAINTENANCE	1,050.00
			TOTAL:	1,050.00
DELANA LOPEZ	MEAL REIMBURSEMENT	GENERAL FUND	PATROL	14.49
	MEAL REIMBURSEMENT	GENERAL FUND	PATROL	17.00
			TOTAL:	31.49
MIKE CHAO	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	210.00
			TOTAL:	210.00
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	YOUTH BASKETBALL COURT REN	GENERAL FUND	SPORTS	746.76
	ADULT SOCCER WINTER/SUMMER	GENERAL FUND	SPORTS	10,704.58
			TOTAL:	11,451.34
LV NAILS AND SPA	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	330.00
			TOTAL:	330.00
MARK HERNANDEZ	MARK HERNANDEZ	AMERICAN RESCUE PL	NON - DEPARTMENTAL	300.00
			TOTAL:	300.00
MISC. VENDOR SKAGGS,DANIELLE	SKAGGS,DANIELLE-FIELD FEES	GENERAL FUND	NON-DEPARTMENTAL	10.50
JERRY WENZE	LAUREL FIELD FEES	GENERAL FUND	NON-DEPARTMENTAL	20.00
JERRY WENZE	LAUREL LIGHT FEES	GENERAL FUND	NON-DEPARTMENTAL	22.00
			TOTAL:	52.50
MKMICHAEL P WALLACE	BAND DEPOSIT - PARKLET SER	AMERICAN RESCUE PL	NON - DEPARTMENTAL	1,750.00
			TOTAL:	1,750.00
MV CHENG ASSOCIATES, INC.	ACCOUNTING SVCS-JAN2023	GENERAL FUND	FINANCE	14,130.00
			TOTAL:	14,130.00
NEWPORT EXTERMINATING	RODENT CONTROL/BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	60.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OPENGOV, INC.	TRANSPARENCY NOV22-NOV23	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	3,000.00
ORANGE COAST PLUMBING	ADA TOILET REPAIR CC	GENERAL FUND	BUILDING MAINTENANCE	10,226.91
			TOTAL:	10,226.91
ORANGE COUNTY CHIEFS OF POLICE AND SHE	2023-TRI-COUNTY SPRING CON	GENERAL FUND	POLICE ADMINISTRATION	200.00
			TOTAL:	200.00
NIKOLAU ENTERPRISES, INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	2,380.00
			TOTAL:	2,380.00
PLUMBERS DEPOT INC.	STREET MNTC	GENERAL FUND	STREET MAINTENANCE	2,053.90
			TOTAL:	2,053.90
PRECIOUS LIFE SHELTER, INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	140.00
			TOTAL:	140.00
PRINTMASTERS	2023 PD CALENDARS	GENERAL FUND	COMMUNITY OUTREACH	98.33
			TOTAL:	98.33
QUADIENT LEASING USA, INC	LEASE PYMT 3/12-6/11	GENERAL FUND	FINANCE	706.62
			TOTAL:	706.62
SAFEGUARD BUSINESS SYSTEMS INC.	W-2 SUPPLIES	GENERAL FUND	FINANCE	609.74
			TOTAL:	609.74
SANBON PRO APPAREL	PW SUPERVISOR UNIFORM	GENERAL FUND	PARK MAINTENANCE	129.30
			TOTAL:	129.30
AMERICAN SOCCER COMPANY, INC.	YOUTH BASKETBALL	GENERAL FUND	SPORTS	1,281.64
			TOTAL:	1,281.64
SDI PRESENCE LLC	BACKUP SERVER LICENSE NOV2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	38.50
	VEEAM ENTERPRISE PLUS NOV2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	162.50
	BACKUP CLOUD STORAGE NOV22	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	900.00
	SENTINEL ONE CONTROL NOV22	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	358.67
	IT SERVICES NOV22	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	441.96
	IT SERVICES OCT22	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	441.96
	T&M IT SUPPORT SVC - NOV22	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,235.00
	IT SERVICES DEC22	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	441.96
	SENTINEL ONE CONTROL - DEC	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	354.64
	BACKUP SERVER LICENSE DEC2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	38.50
	VEEAM ENTERPRISE PLUS DEC2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	162.50
	BACKUP CLOUD STORAGE DEC22	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	990.00
			TOTAL:	5,566.19
4CLEAN ENTERPRISES, INC.	BLANK ENVELOPES	GENERAL FUND	FINANCE	546.53
	CASE FILING JACKETS	GENERAL FUND	PATROL	311.36
	CASE FILING JACKETS	GENERAL FUND	PATROL	311.36
	BUSINESS CARD-MARTINEZ, ALF	GENERAL FUND	BUILDING INSPECTION	51.43
	INFO BOOTH SIGNS SPECIAL E	GENERAL FUND	SPECIAL EVENTS	152.95
			TOTAL:	1,373.63
SPECTRUM SECURITY GROUP, LLC	BUILDING MNTC	GENERAL FUND	BUILDING MAINTENANCE	33.87
			TOTAL:	33.87

WARRANTS 2/22/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ST. OF CALIFORNIA DEPT. OF JUSTICE	JAN23-3 FINGERPRINT APP	GENERAL FUND	NON-DEPARTMENTAL	96.00
	FINGERPRINTS-JEUNG, SEUNGYO	GENERAL FUND	NON-DEPARTMENTAL	32.00
	TOTAL:			128.00
MONTTOOTH CORP	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	250.00
	TOTAL:			250.00
THE FAMOUS GROUP INC (ANGELINA'S FAMOU	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	600.00
	TOTAL:			600.00
WEST PUBLISHING CORPORATION	DETECTIVES JAN23	GENERAL FUND	INVESTIGATION	313.27
	TOTAL:			313.27
TIFFANY R DAVILA	FACE PAINTING 3/18/23	GENERAL FUND	SPECIAL EVENTS	375.00
	TOTAL:			375.00
TIME WARNER CABLE	FIBER INTERNET 2/1/23-2/28	GENERAL FUND	ADMINISTRATION	1,734.00
	TOTAL:			1,734.00
U.S. BANK	DINE N DOUGH HSE SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	57.33
	DINE N DOUGH HSE SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	57.33
	DINE N DOUGH HSE SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	27.80
	DINE N DOUGH HSE SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	23.96
	DINE IN & DOUGH HSE 1/12/2	GENERAL FUND	NON-DEPARTMENTAL	115.27
	DINE IN & DOUGH HSE 1/12/2	GENERAL FUND	NON-DEPARTMENTAL	5.99
	TABLE CLOTHS-SENIOR CLUB	GENERAL FUND	NON-DEPARTMENTAL	279.00
	DINE IN & DOUGH HSE LUNCH	GENERAL FUND	NON-DEPARTMENTAL	67.33
	DINE IN & DOUGH HSE LUNCH	GENERAL FUND	NON-DEPARTMENTAL	5.99
	FOOD HANDLERS CERT	GENERAL FUND	NON-DEPARTMENTAL	10.20
	CARICATURE ARTIST	GENERAL FUND	NON-DEPARTMENTAL	108.00
	BALLOON TWISTERS	GENERAL FUND	NON-DEPARTMENTAL	100.00
	DINE IN & DOUGH HSE LUNCH	GENERAL FUND	NON-DEPARTMENTAL	136.44
	DINE IN & DOUGH HSE LUNCH	GENERAL FUND	NON-DEPARTMENTAL	37.59
	TRAVEL - HOTEL	GENERAL FUND	CITY COUNCIL	174.29
	REFUND-CANCELLED EVENT	GENERAL FUND	CITY COUNCIL	50.00
	COUNCIL BUSINESS CARDS	GENERAL FUND	CITY COUNCIL	205.74
	COUNCIL REFRESHMENTS	GENERAL FUND	CITY COUNCIL	47.50
	ADOBE MONTHLY SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	52.98
	OC REGISTER SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	10.00
	ADMIN, FIN & COUNCIL POLOS	GENERAL FUND	ADMINISTRATION	482.72
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	50.92
	CARTRIDGE REPLACEMENT	GENERAL FUND	ADMINISTRATION	332.97
	DOCUSIGN SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	62.82
	AMAZON-SUPPLIES	GENERAL FUND	ADMINISTRATION	28.00
	APPLE-CELL PHONE	GENERAL FUND	ADMINISTRATION	1,200.66
	AMAZON-SUPPLIES	GENERAL FUND	ADMINISTRATION	19.05
	EMBROIDERY DESIGN FEES	GENERAL FUND	POLICE ADMINISTRATION	215.50
	TABLE LINENS	GENERAL FUND	POLICE ADMINISTRATION	144.00
	PD POST HLO COURSE 1/25/23	GENERAL FUND	PATROL	103.00
	OFFICE SUPPLIES	GENERAL FUND	PATROL	28.93
	PRINTER TONER	GENERAL FUND	PATROL	119.83
	2023 DESK CALENDARS	GENERAL FUND	PATROL	50.42
	BADGES	GENERAL FUND	PATROL	5.40
	PD CAR WASH	GENERAL FUND	PATROL	316.00
	BIKE PATROL CLASS-RVSD	GENERAL FUND	PATROL	705.55
	PD PATROL MEMO PADS	GENERAL FUND	PATROL	52.77

WARRANTS 2/22/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	PATROL	66.88
	PD OIS-FIELD SUPPRSR TRAIN	GENERAL FUND	PATROL	249.00
	TRAINING-PROCESSING FEE	GENERAL FUND	PATROL	19.83
	RIFLE-SNIPER TRAINING	GENERAL FUND	PATROL	862.00
	TRAINING REIMBURSEMENT	GENERAL FUND	PATROL	454.00-
	PD BIKE PATROL TRAINING	GENERAL FUND	PATROL	705.55
	PD FBI LEEDA CLI COURSE	GENERAL FUND	PATROL	795.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	INVESTIGATION	25.95
	OFFICE SUPPLY-STICKERS & U	GENERAL FUND	RECORDS	88.22
	CD/DVD LABELS	GENERAL FUND	RECORDS	51.60
	CD DISCS	GENERAL FUND	RECORDS	63.40
	OFFICE SUPPLY-STICKERS & U	GENERAL FUND	RECORDS	26.20
	2023 DESK CALENDARS	GENERAL FUND	RECORDS	21.82
	CD DVD DISC SLEEVES	GENERAL FUND	RECORDS	31.08
	PD RECORDS TRAINING	GENERAL FUND	RECORDS	418.00
	PD RECORDS TRAINING	GENERAL FUND	RECORDS	299.00
	MICROSFT MONTHLY SUBSCRIPT	GENERAL FUND	RECORDS	8.70
	LIDAR CERTIFICATIONS	GENERAL FUND	TRAFFIC	330.00
	YOUTUBE TV-DEC22	GENERAL FUND	COMMUNITY DEVEL ADMIN	64.99
	STAMP-PW	GENERAL FUND	COMMUNITY DEVEL ADMIN	12.01
	STAMP-PW	GENERAL FUND	COMMUNITY DEVEL ADMIN	10.21
	FLAG KIT	GENERAL FUND	COMMUNITY DEVEL ADMIN	273.74
	COMMUNITY DEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	44.37
	SUPPLIES-CALENDAR & FOLDER	GENERAL FUND	COMMUNITY DEVEL ADMIN	106.38
	COMMUNITY DEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	304.34
	AMAZON-PW OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.89
	STAPLES-PW PRINTER INK	GENERAL FUND	COMMUNITY DEVEL ADMIN	97.86
	IT OFFICE CORK/WHITE BOARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.33
	COMMUNITY DEV SNACKS JAN23	GENERAL FUND	COMMUNITY DEVEL ADMIN	275.44
	CACEO MEMBERSHIP DUES-J.M.	GENERAL FUND	NEIGHBORHOOD PRESERVAT	100.00
	CACEO MEMBERSHIP DUES-H.M.	GENERAL FUND	NEIGHBORHOOD PRESERVAT	100.00
	CODE ENF. TRAINING/LODGING	GENERAL FUND	NEIGHBORHOOD PRESERVAT	718.00
	PW SMALL EQUIPMENT SUPPLY	GENERAL FUND	STREET MAINTENANCE	98.05
	PW BOOTS PURCHASE	GENERAL FUND	STREET MAINTENANCE	105.96
	PW MAINTENANCE DEPT PANTS	GENERAL FUND	STREET MAINTENANCE	49.14
	PW MAINTENANCE DEPT PANTS	GENERAL FUND	STREET MAINTENANCE	49.14
	PW BOOTS PURCHASE	GENERAL FUND	STREET MAINTENANCE	114.71
	AMAZON-BATTERIES	GENERAL FUND	BUILDING MAINTENANCE	52.43
	LARGE TOOL BOX	GENERAL FUND	BUILDING MAINTENANCE	73.24
	LIGHTING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	174.70
	BATHROOM FAN SHIPPING FEE	GENERAL FUND	BUILDING MAINTENANCE	41.78
	BATHROOM FAN REFUND	GENERAL FUND	BUILDING MAINTENANCE	198.78-
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	58.99
	KEY RINGS	GENERAL FUND	RECREATION ADMINISTRAT	11.41
	ADOBE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	AMAZON PRIME MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	16.38
	AMAZON-OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	113.26
	ADOBE SUBSCRIPTION-TRINI	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	APPLE SUBSCRIPTION/STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	ADOBE SUBSCRIPTION-ALEJ	GENERAL FUND	RECREATION ADMINISTRAT	29.99
	CHAMBERS BREAKFAST	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	LAUNDERED TABLECLOTHS	GENERAL FUND	COMMUNITY SERVICES	104.00
	FACILITRON-RENTAL RELOCATE	GENERAL FUND	COMMUNITY SERVICES	300.98
	WNTR CAMP-SPEC EVENT SUPPLY	GENERAL FUND	DAY CAMP	163.90
	BASKETBALL-PROMO BANNERS	GENERAL FUND	SPORTS	568.10
	ADULT SOCCER SHIRTS	GENERAL FUND	SPORTS	476.71

WARRANTS 2/22/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SOCCER TEAM MANAGER MEETIN	GENERAL FUND	SPORTS	69.38
	PRESCHOOL PROG BANNER	GENERAL FUND	SPECIAL CLASSES	27.31
	COOKING CLASS-MIXING BOWLS	GENERAL FUND	SPECIAL CLASSES	28.28
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	34.38
	LOS AL KIDS CLUB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	34.93
	LOS AL KIDS CLUB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	12.63
	LOS AL KIDS CLUB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	12.68
	LOS AL KIDS CLUB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	5.00
	LOS AL KIDS CLUB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	9.71
	LOS AL KIDS CLUB SNACKS	GENERAL FUND	SPECIAL EVENTS	26.60
	LOS AL KIDS CLUB SNACKS	GENERAL FUND	SPECIAL EVENTS	13.10
	LINE DANCE SOCIAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	82.85
	LINE DANCE SOCIAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	26.03
	DANCE SOCIAL SUPPLY-REFUND	GENERAL FUND	SPECIAL EVENTS	0.30-
	LINE DANCE SOCIAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	25.00
	TOTAL:			14,043.71
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	43.25
	TOTAL:			43.25
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	7,590.44
	TAX ADJUSTMENTS	GARAGE FUND	GARAGE	300.52-
	TOTAL:			7,289.92
WHITTIER FERTILIZER COMPANY	PARK MNTC SEED COVER	GENERAL FUND	PARK MAINTENANCE	840.45
	TOTAL:			840.45
KEVIN LE	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	1,690.00
	TOTAL:			1,690.00
WILLDAN ENGINEERING	INTERIM PW MNGR NOV 22	GENERAL FUND	CITY ENGINEER	9,412.50
	PLAN CHECKING NOV22	GENERAL FUND	CITY ENGINEER	7,123.00
	CITY ENGINEER NOV22	GENERAL FUND	CITY ENGINEER	4,800.00
	INTERIM PW MGR DEC22	GENERAL FUND	CITY ENGINEER	8,962.50
	CITY ENGINEER DEC22	GENERAL FUND	CITY ENGINEER	4,800.00
	PLAN CHECKING DEC22	GENERAL FUND	CITY ENGINEER	26,610.75
	TRAFFIC ENGINEER NOV22	GENERAL FUND	CITY ENGINEER	2,170.00
	TRAFFIC PLAN CHECK NOV22	GENERAL FUND	CITY ENGINEER	1,320.00
	TRAFFIC ENGINEER DEC22	GENERAL FUND	CITY ENGINEER	2,380.00
	TRAFFIC PLAN CHECK DEC22	GENERAL FUND	CITY ENGINEER	1,926.50
	CONNECTOR PIPE SCREEN NOV2	GENERAL FUND	CAPITAL PROJECTS	71.25
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	3,423.00
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	3,285.00
	NEW DUTCH HAVEN NOV22	GAS TAX	CAPITAL PROJECTS	20,101.50
	BLOOMFIELD PMRF NOV22	GAS TAX	CAPITAL PROJECTS	2,029.75
	NEW DUTCH HAVEN DEC22	GAS TAX	CAPITAL PROJECTS	4,047.00
	BLOOMFIELD PMRF DEC22	GAS TAX	CAPITAL PROJECTS	2,409.00
	NEW DUTCH HAVEN	GAS TAX	CAPITAL PROJECTS	155.00
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	7,204.00
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	6,232.00
	WILLDAN ENGINEERING	MEASURE M	CAPITAL PROJECTS	2,568.00
	PAVEMENT MGMT PLAN	MEASURE M	CAPITAL PROJECTS	9,943.25
	BRIGGEMAN STREET WIDENING	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	1,200.00
	TOTAL:			132,174.00

WARRANTS 2/22/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	188,810.43		
20	GAS TAX	277,677.54		
26	MEASURE M	12,511.25		
44	TRAFFIC IMPROVEMENT	1,200.00		
50	GARAGE FUND	10,128.12		
53	TECHNOLOGY REPLACEMENT	9,367.71		
54	SELF INSURANCE TRUST	411.81		
56	AMERICAN RESCUE PLAN ACT	15,110.00		

	GRAND TOTAL:	515,216.86		

TOTAL PAGES: 8

Retirees Medical Reimbursement

Date: February 01, 2023

Number of Transactions: 15

Total Batch: \$8,623.68

Payroll 2/17/2023

-----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	34.60	13.40	875.20
10-511 City Manager/ City Clerk	18,850.80	16,244.70	0.00	769.46	1,836.64	2,639.81	3,105.68	13,105.31
10-512 Finance	10,943.30	10,503.30	0.00	0.00	440.00	845.83	1404.03	8,693.44
10-521 Police Administration	23,481.99	22,077.99	0.00	234.00	1,170.00	2,476.28	4,659.12	16,346.59
10-522 Police- Patrol	82,087.73	46,302.35	14,552.23	8,800.13	12,433.02	12,227.06	11,215.29	58,645.38
10-523 Police- Investigation	16,373.48	12,829.60	2,502.96	0.00	1,040.92	3,748.82	2,179.57	10,445.09
10-524 Police- Records	9,847.03	6,576.95	0.00	493.28	2,776.80	615.89	1,266.08	7,965.06
10-526 Police- Community Outreach	1,684.80	0.00	0.00	0.00	1,684.80	63.18	95.89	1,525.73
10-527 Police-Youth Programs	5,068.75	3,641.60	745.07	0.00	682.08	777.51	675.25	3,615.99
10-528 Police- Traffic	3,108.79	0.00	0.00	0.00	3,108.79	116.59	85.30	2,906.90
10-531 Development Services- Administration	21,261.03	18,973.60	0.00	0.00	2,287.43	2,525.27	3,671.97	15,063.79
10-532 Development Services- Planning	3,332.40	3,219.84	0.00	82.56	30.00	510.12	611.66	2,210.62
10-533 Development Services- Neighborhood Preservation	4,140.24	2,321.60	0.00	0.00	1,818.64	245.84	509.13	3,385.27
10-542 Development Services- Street Maintenance	8,441.25	6,713.80	0.00	1,302.45	425.00	1,503.24	831.59	6,106.42
10-543 Development Services- Park Maintenance	4,242.30	2,576.80	0.00	0.00	1,665.50	629.70	294.86	3,317.74
10-544 Development Services- Facility Maintenance	2,135.40	2,110.40	0.00	0.00	25.00	351.74	27.94	1,755.72
10-545 Economic Development	2,891.61	2,557.56	0.00	304.05	30.00	194.09	137.95	2,559.57
10-551 Recreation Administration	26,035.28	24,053.54	0.00	156.06	1,825.68	4,313.66	3,421.44	18,300.18
10-556 Recreation- Sports	21,421.53	0.00	0.00	0.00	21,421.53	803.32	1,373.21	19,245.00
TOTALS	\$266,270.91	\$181,626.83	\$17,800.26	\$12,141.99	\$54,701.83	\$34,622.55	\$35,579.36	\$196,069.00

REGULAR INPUT: 110 MANUAL INPUT: 0

CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 109

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$31,109.46	\$27,431.89
State Taxes	Employee	\$8,147.47	
ICMA	Employee	\$3,548.72	
LosAl Police Reserves	Employee	\$0.00	
PD Association	Employee	\$1,267.61	
LosAl Employees Assoc	Employee	\$260.00	
Nationwide - Full Time	Employee	\$990.00	
Nationwide - PT	Employee/ Employer	\$2,941.88	\$1,470.94
PERS Deferred Comp	Employee	\$1,355.98	
PERS	Employee/ Employer	\$46,488.08	\$18,190.18
AFLAC	Employee	\$0.00	
PERS Medical	Employee/ Employer	\$0.00	
Delta Dental PPO	Employer	\$0.00	
Delta Dental HMO	Employer	\$0.00	
VSP Vision	Employer	\$0.00	
Standard Self Admin	Employee/ Employer	\$0.00	
Standard Life Optional	Employee		
TOTALS		\$96,109.20	\$47,093.01

DEDUCTION GRAND TOTALS

EARNINGS-----			DEDUCTIONS-----			TAXES-----		
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE
REG	4267.67	\$181,626.83	125	I-125	\$630.86		FED W/H	\$229,605.19
PTRG	1,773.25	\$35,185.33	129	I-129	\$192.31		ST WH CA	\$229,605.19
PHEO	80.00	\$2,360.80	AFP	AFLPT	\$45.91		MEDI	\$253,624.66
WCEX	80.00	\$4,015.20	CMP	CLOAN	\$0.01			
OTS	199.99	\$16,281.78	DCI	DCICM	\$3,117.60			
PTOT	12.00	\$396.00	DCM	DCICM				
STBY	12.00	\$1,122.48	DCN	DCNWS	\$990.00			
CELL	0.00	\$890.00	DCP	DCPRS	\$1,275.76			
PPHC	0.00	\$424.68	DCR	DCIR	\$200.00			
MEDR	0.00	\$6,300.00	DD1	DPP01				
SPAS	0.00	\$1,681.28	DD2	DPP02				
SPSK	0.00	\$124.72	DD3	DPP03				
UNIF	0.00	\$100.00	DD4	DDM01				
UN12	0.00	\$100.00	DD5	DDM02				
ADML	5.00	\$275.70	DD6	DDM03				
COMP	60.00	\$3,011.40	D18	DC18	\$82.67			
EAD	30.00	\$1,710.67	D19	DTGAP	\$15.74			
EAA	42.00	\$0.00	DLI	DCLIC	\$148.45			
COMA	20.63	\$0.00	DLP	DCLPE	\$80.22			
FLHO	51.00	\$2,712.41	LAR	LARAD				
SICK	59.00	\$1,928.50						
VAC	31.33	\$1,827.06	LEA	LAEAD	\$260.00			
POST2	0.00	\$191.28	LIF	LIFE				
POST4	0.00	\$110.00	LTD	A LTD				
POST6	0.00	\$450.00						
POST7	0.00	\$2,214.32	MED	MDINS	\$6,654.29	\$22,750.59		
POST8	0.00	\$349.22	PBB	PRBBB	\$481.97			
POVA	25.00	\$676.25	PC2	PRC2R				
BILI	0.00	\$150.00	PN1	PEPME	\$3,430.58			
HOT	0.00	\$55.00	PN2	PEPMR		\$3,796.50		
			PN3	PEPSE	\$5,541.88			
			PN4	PEPSR		\$5,448.11		
			POS	POAS	\$1,267.61			
			PR0	PRM8	\$1,955.46			
			PR2	PRSMR		7671.23		
			PR4	PRSSR		\$11,382.06		
			PR5	PRSB4	\$1,468.20			
			PR6	PRSAF	\$2,159.21			
			PR7	PRMB4	\$1,098.53			
			PR8	PRMAF	\$1,320.10			
			PR9	PRSCC	\$685.80			
			RTP	RT-PT	\$1,470.94	\$1,470.94		
			SUR	SURVI	\$48.36			
			VS1	VISI1				
			VS2	VISI2				
			VS3	VISI3				
Totals	6,748.87	\$ 266,270.91			\$34,622.46	\$52,519.43		\$ 35,579.36
								\$3,677.57

Payroll 2/03/2023

-----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	36.50	13.40	873.30
10-511 City Manager/ City Clerk	19,432.69	14,887.39	0.00	0.00	4,545.30	3,336.60	3,185.49	12,910.60
10-512 Finance	10,293.44	8,599.00	65.04	0.00	1,629.40	923.52	1179.99	8,189.93
10-521 Police Administration	22,979.05	19,610.55	0.00	0.00	3,368.50	4,189.89	4,437.85	14,351.31
10-522 Police- Patrol	90,705.22	46,310.06	21,461.09	10,101.36	12,832.71	15,058.63	14,445.92	61,200.67
10-523 Police- Investigation	15,534.61	12,642.52	1,664.09	187.08	1,040.92	4,820.66	1,620.28	9,093.67
10-524 Police- Records	10,015.49	5,855.43	208.13	69.38	3,882.55	675.35	1,316.40	8,023.74
10-526 Police- Community Outreach	1,684.80	0.00	0.00	0.00	1,684.80	63.18	95.89	1,525.73
10-527 Police-Youth Programs	4,509.95	3,641.60	186.27	0.00	682.08	777.51	504.31	3,228.13
10-528 Police- Traffic	3,328.50	0.00	0.00	112.49	3,216.01	124.83	75.27	3,128.40
10-531 Development Services- Administration	21,629.19	16,021.55	0.00	580.35	5,027.29	2,746.33	3,791.29	15,091.57
10-532 Development Services- Planning	3,378.84	2,889.60	46.44	0.00	442.80	530.12	627.30	2,221.42
10-533 Development Services- Neighborhood Preservation	4,852.70	2,031.40	0.00	0.00	2,821.30	292.56	535.38	4,024.76
10-542 Development Services- Street Maintenance	7,765.00	6,066.80	0.00	355.70	1,342.50	1,830.32	647.33	5,287.35
10-543 Development Services- Park Maintenance	4,724.19	2,254.70	289.89	0.00	2,179.60	911.58	338.18	3,474.43
10-544 Development Services- Facility Maintenance	2,135.40	1,899.36	0.00	0.00	236.04	560.09	24.92	1,550.39
10-545 Economic Development	2,891.60	2,146.20	0.00	357.70	387.70	194.09	137.94	2,559.57
10-551 Recreation Administration	26,049.60	19,664.60	0.00	1,518.80	4,866.20	4,979.17	3,368.09	17,702.34
10-556 Recreation- Sports	18,870.71	0.00	0.00	359.31	18,511.40	707.65	1,018.58	17,144.48
TOTALS	\$271,704.18	\$165,443.96	\$23,920.95	\$13,642.17	\$68,697.10	\$42,758.58	\$37,363.81	\$191,581.79

REGULAR INPUT: 115 MANUAL INPUT: 0

CHECK STUB COUNT: 4 DIRECT DEPOSIT STUB COUNT: 112

Payroll 2/03/2023

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$32,478.67	\$28,764.22
State Taxes	Employee	\$8,599.59	
ICMA	Employee	\$3,898.72	
LosAl Police Reserves	Employee	\$0.00	
PD Association	Employee	\$1,267.61	
LosAl Employees Assoc	Employee	\$560.00	
Nationwide - Full Time	Employee	\$990.00	
Nationwide - PT	Employee/ Employer	\$2,816.66	\$1,409.83
PERS Deferred Comp	Employee	\$1,275.76	
PERS	Employee/ Employer	\$47,424.71	\$18,661.36
APLAC	Employee	\$123.30	
PERS Medical	Employee/ Employer	\$68,074.23	
Delta Dental PPO	Employer	\$0.00	
Delta Dental HMO	Employer	\$0.00	
VSP Vision	Employer	\$0.00	
Standard Self Admin	Employee/ Employer	\$0.00	
Standard Life Optional	Employee		
TOTALS		\$167,509.25	\$48,835.41
			\$33,887.63

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS			TAXES				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
WCSM	80.00	\$4,015.20	125	I-125	\$630.86		FED W/H	\$227,572.22	\$25,049.77	
REG	3,871.67	\$165,443.96	129	I-129	\$192.31		ST WH CA	\$227,572.22	\$8,599.59	
PTRG	1,727.75	\$35,270.63	AFP	AFPLPT	\$45.91		MEDI	\$256,169.90	\$3,714.45	\$3,714.45
HOL	327.00	\$14,500.31	CMP	CLOAN	\$81.12					
OT	13.00	\$609.50	DCI	DCICM	\$3,117.60					
OTS	245.33	\$22,014.60	DCM	DCICM		\$350.00				
PTOT	24.50	\$808.50	DCN	DCNW	\$990.00					
STBY	6.00	\$488.35	DCP	DCPRS	\$1,275.76					
MOT	0.00	\$399.69	DCR	DCIR	\$200.00					
CAR	0.00	\$1,100.00	DD1	DPP01		\$286.55				
CELL	0.00	\$880.00	DD2	DPP02		\$178.12				
PPHC	0.00	\$289.00	DD3	DPP03		\$601.11				
MEDR	0.00	\$6,300.00	DD4	DDM01		\$16.22				
SPAS	0.00	\$1,681.28	DD5	DDM02		\$43.86				
SPSK	0.00	\$124.72	DD6	DDM03		\$151.41				
OCWD	0.00	\$225.00	DI8	DCI8	\$82.67					
OCWE	0.00	\$160.00	DI9	DISAF	\$15.74					
UNIF	0.00	\$100.00	DLI	DCLIC	\$148.45					
UN12	0.00	\$100.00	DLP	DCLPE	\$80.22					
RTRO	0.00	\$31.45	LAR	LARAD						
ADML	2.00	\$98.32								
COMP	40.00	\$2,007.60	LEA	LAEAD	\$560.00					
EAU	36.00	\$1,981.62	LIF	LIFE	\$186.31					
EAA	36.00	\$0.00	LTD	A LTD	\$102.37					
COMA	21.75	\$0.00								
FLHO	23.00	\$1,434.28	MED	MDINS	\$13,710.46	\$45,501.11				
SICK	117.00	\$4,244.61	PBB	PRSB8	\$481.70					
VAC	55.82	\$2,373.94	PC2	PRC2R						
POST2	0.00	\$191.28	PN1	PEPME	\$3,374.22					
POST4	0.00	\$110.00	PN2	PEPMR		\$3,734.14				
POST6	0.00	\$450.00	PN3	PEPSE	\$6,063.86					
POST7	0.00	\$2,214.32	PN4	PEPSR		\$5,961.25				
POST8	\$0.00	\$349.22								
POVA	\$20.00	\$1,247.20	POS	POAS	\$1,267.61					
JURY	\$10.00	\$254.60								
BILI	\$0.00	\$150.00	PR0	PRM8	\$1,955.46					
HOT	\$0.00	\$55.00	PR2	PRSMR		7671.23				
			PR4	PRSSR		\$11,396.73				
			PR5	PRSB4	\$1,473.76					
			PR6	PRSAF	\$2,159.21					
			PR7	PRMB4	\$1,098.53					
			PR8	PRMAF	\$1,320.19					
			PR9	PRSCC	\$685.80					
			RTP	RT-PT	\$1,409.83	\$1,409.83				
			SUR	SURVI	\$48.36					
			VS1	VISI1		\$79.80				
			VS2	VISI2		\$53.41				
			VS3	VISI3		\$137.20				
Totals	6,656.82	\$ 271,704.18			\$42,758.31	\$77,571.97			\$ 37,363.81	\$3,714.45

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

ADJOURNED REGULAR MEETING – January 23, 2023

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 6:01 p.m., Monday, January 23, 2023, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Doby presiding.

2. ROLL CALL

Present: Council Members: Hasselbrink, Hibard, Murphy,
Mayor Pro Tem Nefulda, Mayor Doby

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Craig Covey, Orange County Fire Authority Division 1 Chief
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation & Community Services Director
Ron Noda, Development Services Director
Tom Oliver, Associate Planner
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Mayor Doby led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Nefulda gave the Invocation.

5. PRESENTATIONS

Mayor Doby and the City Council presented the listed Presentations.

- A. Presentation of Certificates to the Los Alamitos Girls Varsity Tennis Team in Recognition of Achieving the 2022 CIF-Southern Section Division 2 Semi- Finalists**
- B. Presentation of Certificates to the 2022 My City My Los Al Partnership Program Sponsors**
- C. Presentation of Commendations to Corporal Rodriguez and Police Officer Delgado in Recognition of Earning the Los Alamitos Police**

Department Lifesaving Award

- D. Presentations to Helen Akashi and Marie Kane as Recipients of the Los Alamitos Police Department's Pink Patch Project**
- E. Presentations to Reserve Officer Dave Dorans in Recognition of his 31 Years of Service to the City of Los Alamitos**
- F. Presentations to Reserve Officer Harry Whited in Recognition of his 39 Years of Service to the City of Los Alamitos**
- G. Presentation by Seregant Krogman and School Resource Officer Brucki Regarding E-Bike Safety**
- H. Presentation by Division Chief Craig Covey, Orange County Fire Authority, Regarding Lithium-ion Battery Hazards**
Division Chief Covey gave a PowerPoint presentations and answered questions from the City Council.

City Manager Simmons stated that item 12A would be continued to a later date. He advised the Public Hearing would be opened for public comment; however, there would be no staff report this evening.

6. ORAL COMMUNICATIONS

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

Mayor Doby opened Oral Communications.

Christine Arfwedson spoke in opposition to Council's unwillingness to dialogue with speakers. She stated that she was unaware of the Housing Element until recently and spoke in opposition to the Lampson project and concern for parking and unsafe conditions on Lampson Ave. She stated the project as presented was not livable and urged Council to push the developers to make a livable project.

Patty Senecal requested Council delay the Lampson project for at least several months. She spoke regarding the following: opposition to the size of the project; lack of parking; deficient outreach; Planning Commission's refusal to answer questions; traffic congestion and delays to emergency services; and, stated she did not feel her concerns were being listened to.

Jennifer Grgas spoke regarding the following: requested a longer delay regarding the Lampson project; concern for traffic and public safety; and, concern for developer trucks path of travel.

Dan Brandt spoke regarding the following: requested a longer delay regarding the Lampson project; concern residents were not properly noticed; indicated Los Alamitos was a safe City with a good school district; opposed the high density Lampson project; spoke regarding opposition to upcoming projects in surrounding cities; indicated the Housing Element would effect surrounding cities as well; opposed to Superintendent's support for new students the project would bring; stated the project should be thought through thoroughly; and, indicated he was not opposed to development, but felt R2 would be a better fit.

Jeff Smith spoke regarding the following: appreciated the delay in voting; spoke in support for denying any rezoning off of Lampson; requested the project be modified to make it more palatable for neighbors; and, stated the number one concern is for safety.

Ricardo Ortiz spoke in opposition to affordable housing indicating it was not conducive to a nice community and brings a different element.

Dr. P spoke regarding the following: concern for increased accidents and/or fatalities on Lampson; concern for the upcoming rezoning in Rossmore and Seal Beach; concern for delayed emergency response; works hard to afford to live in a City he loves; and, support for the police and fire that provide for a safe community.

Derek Foyer spoke regarding the following: stated R2 zoning made more sense; previously advised the only way to be heard at a Council meeting is to make noise and have signs; stated support for a back and forth discussion between Council and residents; and, stated support for delaying the decision.

Enea Ostrich spoke regarding the following: support for the safety of the neighborhood; stated concern for the inability to exit College Park East when emergency services had blocked the neighborhood; concern for increased crime and availability of emergency services; and, stated the project would present a big safety issue.

Lloyd Hannah spoke regarding support for hosting meetings in a larger venue and a question and answer forum for residents and Council.

Mayor Doby closed Oral Communications.

7. COUNCIL ANNOUNCEMENTS

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

Council Member Hibard spoke regarding attendance at the League of California Cities New Mayors and Council Member training.

Council Member Murphy spoke regarding attendance at the League of California Cities New Mayors and Council Member training, Kurt Pringle's Newly Elected Women Networking event; and Coffee with Supervisor Do.

Council Member Hasselbrink spoke regarding the following: attendance at Senator Janet Nguyen's Swearing In; recent noise activity at the Joint Forces Training Base and encouraged residents to follow JFTB's social media for announcements; and, support for having the JFTB in Los Alamitos.

Mayor Doby spoke regarding attendance at the Orange County Mosquito and Vector Control District, Senator Janet Nguyen's Swearing In; Coffee with Supervisor Do; and, the League of California Cities New Mayors and Council Member training.

8. ITEMS FROM THE CITY MANAGER

None.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from December 1 to December 31, 2022.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council ratified the Warrants for the period in the amount of \$1,270,912.45

ROLL CALL

Mayor Doby	Aye
Mayor Pro Tem Nefulda	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	Aye
Council Member Murphy	Aye

10. CONSENT CALENDAR

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

Motion/Second: Hasselbrink/Murphy

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

A. Approval of Minutes (Administration)

Approved the City Council minutes for the Special and Regular meeting of December 19, 2022, and the Special meeting of January 17, 2023.

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 following findings were made 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. 2023 Budget Calendar (Finance)

This report sought to establish the 2023 budget calendar.

The City Council approved the recommended budget calendar for 2023.

D. Tobacco Grant Award (Police)

The Office of the Attorney General established the California Department of Justice Tobacco Grant Program in 2017 to provide annual funds to local enforcement agencies throughout California. To date, the Tobacco Grant Program has distributed approximately \$170 million in grant funding. Grant funding supports local law enforcement efforts to reduce the illegal sale of tobacco products to minors through education and enforcement as appropriate. For the 2022-2023 grant cycle, the Department of Justice has awarded the City of Los Alamitos Police Department \$436,361. This funding will be used to support Los Alamitos Police Offices working to address the illegal sale of tobacco products to minors.

The City Council:

1. Adopted Resolution No. 2023-03 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Los Alamitos, California, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$436,361 FROM THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM"; and,
2. Authorized the City Manager to enter into the Memorandum of Understanding for the Tobacco Grant Program (DOJ-PROP56-2022-23-1-020) with the California Department of Justice.

11. DISCUSSION ITEM

A. Continuation of the Automated License Plate Reader Program (Police)

The City of Los Alamitos has seen a significant increase in property crimes including catalytic converters and auto thefts. As a result, the Los Alamitos Police Department began looking at ways to improve its technology-based investigative capabilities utilizing Automated License Plate Readers (ALPR). On August 16, 2021, the Los Alamitos City Council approved a one-year pilot program of twelve ALPR's that were installed at various entry and exit points in the city. The license plate data captured by the ALPR's has proven to be an invaluable investigative tool, helping our Detective Bureau identify suspect vehicles and stolen vehicles, resulting in an increase in arrests and solved crimes.

Captain Byerley summarized the staff report.

City Council and Staff discussed the benefits of the program and clarified the original contract amount was for \$30,000 with an additional \$3,600 for extended data retention.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council:

1. Approved the continuation of the Automated License Plate Reader Program; and,
2. Authorized the Mayor to enter into the Additional Services Agreement for Extended Data Retention for an additional amount of \$3,600.00 per year.

B. Southern California Association of Governments (SCAG) 2023 Regional Conference and General Assembly (Administration)

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held at the JW Marriott Desert Springs Resort and Spa in Palm Desert, CA on May 4-5, 2023. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

City Clerk Quintanar summarized the Staff report.

Mayor Doby and Mayor Pro Tem Nefulda expressed an interest in attending.

Motion/Second: Doby/Murphy

Unanimously Carried: The City Council:

1. Appointed Mayor Tanya Doby to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,
2. Appointed Mayor Pro Tem Nefulda to attend and serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

12. PUBLIC HEARING

A. Comprehensive Update of the City's Housing Element for the Reporting Period of 2021-2029 (GPA 21-01) and General Plan Amendment (GPA) 22-02 Zoning Ordinance Amendment (ZOA) 22-03 (Development Services)

The City Council will consider the revised draft of the comprehensive update of the City's Housing Element for the reporting period of 2021-2029 (GPA 21-01). Upon adoption of the Housing Element, the City Council will consider a resolution and an ordinance for 1) the creation of a higher-density R-4 Zoning District in Los Alamitos; 2) rezoning certain properties to the new R-4 District; and 3) modifying the Town Center Mixed Use (TCMU) Zoning District to allow higher density. These changes would be implemented to comply with the newly adopted Housing Element and would be made through General Plan Amendment (GPA) 22-02 and Zoning Ordinance Amendment (ZOA) 22-03.

City Attorney Daudt reiterated this item was being continued and advised Council since the item was noticed as a Public Hearing, it would be prudent to take public comment.

Mayor Doby opened the Public Hearing for public comment. There was no one present wishing to speak. Mayor Doby closed the Public Hearing for public comment.

Motion/Second: Murphy/Hibard

Unanimously Carried: The City Council continued the Public Hearing to February 21, 2023, at 6:00 p.m.

13. ADJOURNMENT

The City Council adjourned at 8:03 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Tuesday, February 21, 2023

1. CALL TO ORDER

The City Council met in Regular Session at 6:02 p.m., Tuesday, February 21, 2023, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Doby presiding.

2. ROLL CALL

Present: Council Members: Hasselbrink, Hibard, Murphy
Mayor Pro Tem Nefulda, Mayor Doby

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Craig Covey, Orange County Fire Authority Chief
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Tom Oliver, Associate Planner
Andy Perea, Planning Consultant
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nefulda led the Pledge of Allegiance.

4. INVOCATION

Council Member Hasselbrink gave the Invocation.

5. PRESENTATION

A. Presentation Regarding the Upcoming 48th Annual Americana Awards (Saturday, March 11, 2023) by Mr. Howard Kummerman, Executive Director, Cypress College Foundation

Mr. Kummerman gave a PowerPoint presentation and introduced Nesi Stewart, Citizen of the Year.

6. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited

to not more than five minutes per speaker.

Mayor Doby opened Oral Communications.

Carol Churchill, attorney, spoke regarding the following: lack of housing for disabled individuals; special needs housing is not addressed in the General Plan; witnessed individuals in wheelchairs leave at the January Council meeting for inaccessibility; requested the Housing Element make a concentrated effort to provide housing for special needs individuals; low income makes finding housing difficult; and, stated Rossmoor should receive City notices as well since they are in the City's sphere of influence.

Joe Haste, resident, spoke regarding the following: opposition to high density housing; encouraged Council to push back on Sacramento's mandates; requested item 10M be pulled from the Consent Calendar; support for local control; and questioned Council's transparency.

Jean requested a sea level rise study be done and stated concern for flooding.

Mayor Doby closed Oral Communications.

7. COUNCIL ANNOUNCEMENTS

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

Council Member Hibard spoke regarding the following: attendance at the Library Advisory Board meeting; working with Michelle Steel's Office to provide medals to Korean War Vets; attendance at the Orange County Sheriff's Mass Shooting training.

Council Member Murphy spoke regarding attendance at the Orange County Sheriff's Mass Shooting training and the Welcome Reception for Don Ortega at the Water District.

Council Member Hasselbrink spoke regarding attendance at the Los Alamitos Community Foundation Board meeting and requested the meeting be adjourned in honor of Victoria McKemy and former Division Chief Ron Roberts.

Mayor Pro Tem Nefulda spoke regarding attendance at the Orange County Sanitation District meeting and stated he looked forward to the return of Parklet Series on Pine St.

Mayor Doby spoke regarding the following: attendance at the Grand Opening for ACEF Enterprises; attendance at the So Cal Mayors Leadership Conference at

Claremont University; meeting with Local Cub Scouts; attendance at the LAEF Royal Gala; attendance at the City Selection meeting; meeting with Senator Nguyen; attendance at Cal Cities speaker series, District lines and boundaries; and, Orange County Mosquito and Vector Control District in person Board meeting.

8. ITEMS FROM THE CITY MANAGER

None.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from January 1, 2023 to January 31, 2023.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council ratified the Warrants for the period from January 1, 2023 to January 31, 2023 in the amount of \$1,817,966.29

ROLL CALL

Mayor Doby	Aye
Mayor Pro Tem Nefulda	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	Aye
Council Member Murphy	Aye

10. CONSENT CALENDAR

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

Council Members Hasselbrink and Murphy pulled items 10I and 10M.
Mayor Doby pulled item 10M.

Motion/Second: Doby/Murphy

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

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.

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.

B. Annual Update of the Records Management Program (Administration)

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

The City Council adopted Resolution 2023-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2022-01 IN ITS ENTIRETY".

C. Administrative Rules and Regulation Updates (Administration)

The Administrative Rules and Regulations (ARs) are a cumulation of policies that were adopted by Council, approved by the City Manager, and/or are administered by the Departments. Many of the policies are in need of updating and/or are now obsolete. Staff has identified policies originally approved by Council that are now obsolete and should be formally repealed.

The City Council:

1. Rescinded Administrative Regulation 2.6 - Challenge Coins; and,
2. Authorized the City Manager to implement, and modify as needed, Administrative Regulation 4.10 - Deputy City Manager Designation; and,
3. Repealed Resolution No. 2015-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS TRAVEL AND REIMBURSEMENT POLICY DATED JUNE 1, 2015 AND REPEALING RESOLUTION NO. 2009-02"; and,
4. Authorized the City Manager to implement, and modify as needed, Administrative Regulation 6.1 - Travel and Reimbursement Policy.

D. Treasurer's Quarterly Investment Report - December 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 – December 2022.

E. California Teamsters Local 911 Side Letter (Administration)

This report seeks approval of the California Teamster Local 911 side letter amending the November 1, 2021 to October 31, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Teamsters Local 911 ("Teamsters").

The City Council:

1. Adopted Resolution No.2023-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024.
2. Authorized the Mayor to execute the side letter agreement amending the California Teamsters Local 911 Memorandum of Understanding (MOU).

F. Police Officers Association (POA) Side Letter (Administration)

This report seeks approval of the Police Officers Association (POA) side letter amending the July 1, 2021 to June 30, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Los Alamitos Police Officers Association ("POA").

The City Council:

1. Adopted Resolution No.2023-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024"; and,
2. Authorized the Mayor to execute the side letter agreement amending the Police Officers Association (POA) Memorandum of Understanding (MOU).

G. Amendment No. 1 with Fireworks and Stage FX America, Inc. for Public Fireworks Display (Recreation)

This report allows for a change to the contract with Fireworks and Stage FX America, Inc. to reflect July 3 as the date for the City's annual fireworks display.

The City Council authorized the Mayor to execute Amendment 1 to the Professional Services Agreement with Fireworks and Stage FX America, Inc. to reflect the new event date of July 3.

A. Amendment No. 2 with North Star Land Care for Landscape Maintenance Services (Development Services)

This item is for continuing services with North Star Land Care to provide citywide landscape maintenance services for one additional year. The current Professional Services Agreement (PSA) expired on January 19, 2023 and can be extended for a one-year term by mutual agreement.

The City Council authorized the Mayor to execute Amendment No. 2 to the Professional Services Agreement (PSA) with North Star Land Care for a one-year contract extension ending on February 21, 2024, for an annual cost of \$114,067.92.

J. Lease Agreement with The Institute of Electrical and Electronic Engineers for Warehouse Space (Development Services)

This item seeks authorization for a three (3) year lease agreement between the City of Los Alamitos and The Electrical and Electronic Engineers for warehouse space at 10662 Los Vaqueros Circle for \$12,000 per month.

The City Council authorized the Mayor to execute a three (3) year lease agreement with The Institute of Electrical and Electronic Engineers for the use of warehouse space located at 10662 Los Vaqueros Circle in an amount not to exceed \$453,960.

K. Resolution No. 2023-08 - Beverage Container Recycling City/County Payment Program Funding (Development Services)

This item requests Council's approval of a resolution concerning the City's participation in Fiscal Year (FY) 2022-2023 California's Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling City/County Payment Program. This program intends to aid in achieving and sustaining high recycling rates throughout the state of California.

The City Council:

1. Adopted Resolution No. 2023-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA,

APPROVING THE CITY'S PARTICIPATION IN CALRECYCLE'S BEVERAGE CONTAINER RECYCLING CITY/COUNTY PROGRAM DISTRIBUTION INTENDED TO AID ACHIEVING AND SUSTAINING HIGH RECYCLING RATES"; and,

2. Authorized the City Manager to execute all Beverage Container Recycling Program documents concerning beverage container recycling program funds distributed.

L. Notice of Completion (NOC) for the Installation of Catch Basin CPS (Connector Pipe Screens) Citywide Project (CIP No. 21/22-05) (Development Services)

This capital improvement project installed Connector Pipe Screen (CPS) trash collecting units within 101 catch basins citywide. These CPS units are screens that are mounted at the outlet pipe of the catch basin to collect trash for disposal before entering the storm drain and eventually discharging into the ocean waters. This full-capture system was installed in existing catch basins as a requirement of the State Water Quality Control Board.

The City Council:

1. Accepted as complete the construction by United Stormwater, Inc. for the Installation of Catch Basin CPS (Connector Pipe Screens) Citywide Project (CIP No. 21/22-05); and,
2. Directed the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorized Staff to release the 5% retention to the contractor, in the amount of \$4,129.92, thirty-five (35) days after recordation of the Notice of Completion.

End of Consent Calendar

Items Pulled from Consent Calendar

I. Amendment No. 2 with Terra Nova Planning & Research, Inc. for City's General Plan Housing Element Consultation (Development Services)

This item seeks approval of Amendment No. 2 with Terra Nova Planning & Research, Inc., to continue to provide preparation and consultation for the update on the City's General Plan Housing Element until June 30, 2023 for an amount not to exceed \$15,000. The current Professional Services Agreement (PSA) expired on December 31, 2022.

City Manager Simmons introduced the item. Development Services Noda summarized the Staff report and answered questions from the Council.

City Council and Staff discussed the following:

- Clarified any future developments would require individual Environmental Impact Reports
- Staff was working with the Joint Forces Training Base for information sharing
- Original scope of work included two community workshops and any additional workshops would come with an additional cost
- Additional services for the contract include continued communication with the State to ensure a certified Housing Element and filing of proper documentation

Mayor Doby opened the item for public comment.

Carol Churchill spoke regarding the following: support for an expanded Scope of Work to include an additional Community Forum; concern the Housing Element does not include liquefaction and earthquake fault area remedies; and, referenced the process in Seal Beach regarding liquefaction. Ms. Churchill referred to item 10M stating Council should not ignore an agency that specializes in public safety and airplanes. She recommended Council not over turn ALUC's findings.

City Council and Staff briefly discussed liquefaction and how any future developments would have individual Environmental Impact Reports (EIR) to address such concerns.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council authorized the Mayor to execute Amendment No. 2 with Terra Nova Planning & Research, Inc., in an amount not to exceed \$15,000 and a term expiring June 30, 2023.

M. Resolution No. 2023-04 - Notice of Intent to Overrule the Airport Land Use Commission (ALUC) for Orange County Finding of Housing Element Inconsistency (Development Services)

On January 19, 2022, the Orange County Airport Land Use Commission ("ALUC") reviewed the City's General Plan Housing Element Update 2021-2029 6th Cycle and found the Housing Element Update to be inconsistent with the Airport Environs Land Use Plan for the Joint Forces Training Base Los Alamitos. The City Council will consider initiating the two-step process to overrule the ALUC determination in accordance with State Law.

City Attorney Daudt summarized the Staff report and answered questions from the City Council.

Mayor Doby opened the Item for Public Comment.

Dan Brandt summarized his understanding of how other cities addressed overruling ALUC's findings and stated the City would be open to more liability if Council overruled ALUC.

Mayor Doby closed the Item for Public Comment.

City Council and Staff discussed the following:

- This finding would be the first step in a process to open the dialogue with ALUC
- Confirmation the City had followed the legal requirements
- Confirmation ALUC's findings for the Joint Forces Training Base (JFTB) were a public document

Brian Kibbler spoke from the audience and requested Council continue the item for 90 days.

City Council and Staff discussed the following:

- Difference between noise contours and sound attenuation
- ALUC's findings based on 2014 sound contour map state concerns for building on sites six and 10
- JFTB study based on a 2022 sound contour map indicate sites six and 10 could be developed with noise mitigations in accordance with the California Building Code
- Concern the 2022 map was not provided to Council and Council could not verify claimed inconsistencies
- Clarification the 2022 map would be provided as part of the Public Hearing; however, the time and effort to compile and develop a Public Hearing can be labor intensive hence Staff requesting Council direction before proceeding
- Clarification tonight's item was not to overrule ALUC; it was the first step to alert ALUC there was an intention to overrule and provide Staff direction to move forward with procuring new maps and expert findings
- Developers bear the cost for sound mitigation required by the California Building Codes for any new development
- Clarification the City Council has adopted the State of California Building Code 2022, Green Book
- Clarification regarding the costs and experts required to make the findings required to be presented at a Public Hearing
- Clarification tonight's item does not commit Council to overrule ALUC
- Consequences of not overruling ALUC and having an inconsistent General Plan could include relinquishing local control for future projects to ALUC

Motion/Second: Hasselbrink/Nefulda

Carried 3/2 (Hibard and Murphy voted no): The City Council:

1. Adopted Resolution No. 2023-04 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, MAKING DRAFT FINDINGS AND NOTIFYING THE ORANGE COUNTY AIRPORT LAND USE COMMISSION AND THE STATE DIVISION OF AERONAUTICS OF THE CITY'S INTENTION TO FIND THAT THE GENERAL PLAN 2021-2029 HOUSING ELEMENT UPDATE IS CONSISTENT WITH THE PURPOSES OF THE STATE AERONAUTICS ACT AND OVERRULE THE ORANGE COUNTY AIRPORT LAND USE COMMISSION'S DETERMINATION THAT THE HOUSING ELEMENT IS INCONSISTENT WITH THE 2017 JOINT FORCES TRAINING BASE LOS ALAMITOS AIRPORT ENVIRONS LAND USE PLAN" and,
2. Authorized the City Manager to submit Resolution No. 2023-04 to the Orange County Airport Land Use Commission and the State Division of Aeronautics and schedule a public hearing pursuant to Public Utilities Code Section 21676.

11. DISCUSSION ITEM

A. Non-Represented Employees Agreement Amendment (Administration)

This report seeks approval for two changes to the Non-Represented Agreement.

City Manager Simmons introduced the item. City Attorney Daudt summarized the Staff report.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council adopted Resolution No.2023-09, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NUMBERS 2021-25, 2022-07 AND 2022-24 IN THEIR ENTIRETY."

12. ORDINANCE

A. Ordinance No. 2023-03 - Modify Regulation and Sale of Fireworks (Administration)

This report proposes a change to the requirements for the regulation, use, and sale of safe and sane fireworks on the 4th of July.

City Manager Simmons summarized the Staff report.

Motion/Second: Nefulda/Murphy

Unanimously Carried: The City Council:

1. Introduced for first reading, read by title only, waive further reading of Ordinance No. 2023-03, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2023-03, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 5.60.110(B) OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE LOCATION OF TEMPORARY FIREWORKS STANDS".

13. PUBLIC HEARING

A. Comprehensive Update of the City's Housing Element for the Reporting Period of 2021-2029 (GPA 21-01) and General Plan Amendment (GPA) 22-02 Zoning Ordinance Amendment (ZOA) 22-03 (Development Services)

City Council considered the revised draft of the comprehensive update of the City's Housing Element for the reporting period of 2021-2029 (GPA 21-01). Upon adoption of the Housing Element, Council will consider a resolution and an ordinance for 1) the creation of a higher-density R-4 Zoning District in Los Alamitos; 2) rezoning certain properties to the new R-4 District; and 3) modifying the Town Center Mixed Use (TCMU) Zoning District to allow higher density.

These changes would be implemented to comply with the newly adopted Housing Element and would be made through General Plan Amendment (GPA) 22-02 and Zoning Ordinance Amendment (ZOA) 22-03.

City Manager Simmons introduced the item. Development Services Director Noda introduced Tom Oliver, Associate Planner, and Andy Perea, Planning Consultant. Director Noda summarized the Staff report and gave a PowerPoint presentation.

City Council and Staff discussed the following:

- Summarized the outreach process since the final draft was approved at a noticed Public Hearing by the Planning Commission in August 2022, including paid ads in the News Enterprise, social media posts, notice posted at City Hall, and legal notices published in the News Enterprise
- Attendance at the community workshops was not as high as attendance at tonight's meeting

- Citywide mailers, door hangers, and notice in the activity guide were delivered to every household in Los Alamitos
 - Surrounding municipalities were notified; however, due to jurisdictional boundaries notice to residents was not provided by City staff
 - Staff provided the following timeline:
 - August 2021 – Mass mailings to residents began
 - October 2021 – Letters to surrounding agencies inviting participation in the process were sent
 - February and March 2022 – City Mailer to all residents
 - July 2022 – Letters to property owners
 - Community engagement began in regard to a specific site, not for the Housing Element itself
 - Community became aware of West Ed site when the property sold in the early summer of 2022
 - Council acknowledged the residents present interested in this evening's discussion
 - Council requested improvement in community outreach
 - Staff indicated the standard of the law regarding notice was exceeded for Los Alamitos residents
 - Clarification was provided regarding the difference between the Housing Element process and potential upcoming projects
 - Housing Element is a State mandate that the City has a legal requirement to comply with
 - Having an adopted Housing Element allows the City to approve future applications and plans
 - Mitigation efforts for developments occur during the application process
 - Staff explained the requirement for “realistic potential” for housing development
-
- Due to long term leases within the City and requests from property owners, several larger properties were eliminated from the Housing Plan as they could not realistically be developed within the proposed housing cycle
 - Intent with the inventory sites was to spread the locations throughout the City and not concentrate housing in one location
 - City submitted the Housing Element on time; however, the deadline to adopt a Housing Element was October 15, 2022
 - State requested changes to the City's submitted plan and in working with the Auditor for the City it is assumed the plan will be adopted as drafted
 - Mayor Doby expressed displeasure there was nothing the City could do regarding this State mandate and that Council was being forced to adopt RHNA numbers it did not agree with to ensure as much local

control as possible is maintained

- Staff indicated a 90-day continuance would not change the proposed Housing Element. Additional education and outreach could be performed; however, risk mitigation and potential loss of local control for submitted applications in the interim should be considered
- Staff provided a brief explanation regarding the risks of not having a certified Housing Element including losing the ability to deny a development due to zoning and standard conflicts
- Staff reiterated the Housing Element pertained to the City as a whole and not to any specific one project
- Council discussed the La Habra project that was denied in 2020, but since they did not have a certified Housing Element, the developer was able to submit the project for approval
- Staff briefly described Development Services long and detailed approval process for specific projects. Large projects can take anywhere from 16-30 months for final approval.
- Staff highlighted that specific projects were not being decided on now and that once a completed application was received the projects would go through a process including studies, public input, and mitigation efforts; none of which could be offered tonight as Council was not considering any specific project
- Under a Builder's Remedy there would be no constraints to affordable housing and the City would lose its ability to deny the project
- Explanation of fees and that they can only be charged at a rate to recover the service provided and must be properly noticed before any changes are considered by Council
- Staff believed working relationships with builders in the City was favorable; but, cautioned developer's goals was to make a profit

Mayor Doby opened the Public Hearing for public comment.

Ilya Reyngold, Seal Beach resident, stated opposition to the Lampson project stating concern for traffic accidents, speeding, fatalities, and negative impacts to the school. He did not hear Seal Beach was notified and urged the Council to hear their concerns.

Christine Arrivdsen, Parkwood resident, requested clarification on how a Builder's Remedy would affect the Lampson project and the City's ability to limit the number of units. Development Services (DS) Director Noda stated the site in reference is currently zoned for R3, without an adopted Housing Element, local control is lost and a Builder's Remedy would allow for a development of R4. With an adopted Housing Element, Staff has the ability to limit the units with the approved zoning limits. Christine referred to the 102 acres in Parkwood and stated concern there was a lack of parking, safety of the project, lack of a eastbound left turn, safety of pedestrians, and

speed of traffic. She stated she was not opposed to additional housing, but felt this project was not safe. She stated appreciation for what the City was trying to do.

Helen stated Mr. Les Johnson had stated government subsidizing of \$25,000 would be provided for low income housing. She thanked staff for the informative presentation and indicated she had a helpful and informative meeting with DS Director Noda and Associate Planner Oliver. She stated the following concerns for high density affordable housing: residents are unaware of the project; expedited process; concern for infrastructure (i.e. water, sewer) and the cost to maintain it; lack of a noise study; noise level next to the Joint Forces Training Base (JFTB) is rated at 65%; methodology for affordable living plan is flawed as admitted by the government; Environmental Impact Report (EIR) has not been recirculated with answers to her submitted questions and concerns; requested a 90-day continuance and additional educational workshops; and, belief that as the City has submitted it's plan there is more time to slow the process down.

Barbra Farrell, resident, thanked staff for the informative presentation. She stated the following concerns: desire to see more affordable senior housing in Los Alamitos; currently on a five-year waiting list in Fountain Valley; belief that affordable housing makes communities safer as it allows caregivers and emergency responders to be closer; community has become used to a certain amount of space and State is eliminating that option; she acknowledged Staff's effort to find the best way to mitigate resident concerns and state requirements; and, stated the planning process in Los Alamitos is much better than San Francisco.

Laura Tanner, Rossmoor resident, spoke regarding the following topics: lack of awareness of the incoming project in Rossmoor of 605 units; request for Council to participate in a Town Hall meeting if residents could coordinate the logistics; desire to have an open dialogue of questions and answers; support to fight State mandates to do what's best for the community; and, opposed the small size of the Council Chamber and suggested using Los Alamitos High School auditorium.

Carol Churchill spoke regarding the following: resident concerns regarding Builder's Remedy (BR) and fines for the City; read from the Housing Accountability Act regarding BR; belief that Los Alamitos has met it's requirement by submitting it's Housing Element to the State and therefore has a very minimal risk of BR; stated the Government Code reads fees are only imposed by the City denies an applicants development; belief risk are low should a 90 day continuance be approved; concern certain zones are well above the required RHNA numbers allowing developers to meet and exceed RHNA numbers; and, concern high density alters character of the community.

Brian Kibler spoke regarding the following: appreciation for Council's hard work; requested a 90-day continuance to allow for education, community buy in, and a better Housing Element; stated no cities have been fined; believed DR was used as a scare tactic; support for additional housing; support for being a part of a fair and transparent process.

Cynthia Sentento spoke regarding the housing needs for veterans. She referred to the abandoned Naval housing on the JFTB and indicated infrastructure was already in place. She supported building veteran and homeless housing on that property to fulfill affordable housing requirements and honor veterans.

Paul Kaylor, Parkewood resident, spoke regarding the following: provided a brief background of his history in Los Alamitos; support for working hard to get far in life; opposed to giving away prime real estate in Los Alamitos when so many people had worked hard to live in the City; support for the small town feel of Los Alamitos; and, concern for the people that will join the community with the amount of people leaving California and the judicial systems release of incarcerated individuals

Michael Gotto, resident, spoke regarding the following: concern for the safety of his four children; concern for safety, traffic congestions, and air quality on Lampson; indicated the community was concerned; and, requested a 90-day continuance to allow for additional discussion and research.

Jeff Smith, Seal Beach resident, spoke regarding the following: requested the council reject the Housing Element and a continuance for the vote; requested a reduction in zoning to R2 for the project; concern for the foundation of continued safety; concern for the size and scope of the project; provided his experience of unsafe traffic on Lampson Ave.; concern for ongoing effects of car accidents on adolescents; and, project location lacks parking and has difficulties with ingress and egress. He reiterated his request for Council to reduce the size of the project or delay the vote on the Housing Element.

Mary Aboseif, College Park East, spoke regarding the following: did not receive notification regarding the Housing Element; four kids that attend the Los Alamitos Unified School District (LAUSD); soccer being a big part of the community and the recent loss of Arbor Park; concern for the influx of students this new project will bring; concern the teachers have not been notified that additional students will be joining LAUSD; concern for the influx of new residents; concern for safety and emergency response; concern Los Alamitos Medical center is not a trauma center; concern for the amount of

accidents on Lampson and the ability to get emergency services; concern for safety of pedestrians; and, requested a 90-day continuance to allow additional education.

Frank Marchese spoke regarding the following: background in real estate construction and understanding of the application process; opposed to new construction because the community likes the City as is; Housing Element took years to study and develop; concern for density, increased cars, and the impact on the community; concern for the impact surrounding city developments will have on the City; support for approving Housing Element as is; opposed 90-day continuance; support for the City not being fined; acknowledged the State mandate; and, thanked Council for everything they do for the City.

Dan Brandt spoke regarding the following: lack of understanding by the community; requested a 90-day continuance; concern for the Lampson project; concern residents were unaware of the project; requested additional workshops be held to educate the community on what is being done and why; indicated five out of 109 cities have adopted a compliant Housing Element; concern for changes happening at the State level; concern community was not involved in the process; acknowledged the cumulative impact of the Housing Element; 90-day continuance would allow for additional community input and possibility of identifying additional sites; concerns regarding the lack of a geological study and liquefaction impacts; believed the risk of Builders remedies and fines was relatively low; concern for the Lampson plans; and, desire to work together to figure it out.

John Lang, Parkewood Home Owners Association President, stated concern for the methodology used to calculate the sound impacts. He indicated when F16s fly over his home he needs to cover his years.

Candace Dewitt, resident, spoke regarding the following: opposition to a large project on Lampson; former Parks, Recreation, and Cultural Arts Commissioner; support for parks and open space; concern for possible builders remedies; questioned why additional housing was needed in California if so many people were leaving; support for housing at the former housing site at the JFTB; support for mixed use development; concern for State mandates; concern for the possibility of businesses leaving Los Alamitos; voted yes on Measure Y; support for keeping the community safe; and, stated support for additional education meetings.

Patty Campbell, College Park East resident, spoke regarding the following: 1967 and 1970 air strip incidents on the JFTB that affected Lampson homes; spoke regarding the Airport Land Use Commission (ALUC) purpose; and, concern for the transfer of liability the City will face if it overrules ALUC findings.

Donna M spoke regarding the following: opposition to Lampson project; concern regarding accidents and lawsuits against the City of Seal Beach; Lampson Ave. is not properly banked; possible litigation from ALUC; provided her account of historical knowledge from 1980; encouraged the City to carefully review the EIR and CEQA as Lampson and McCloud were already at capacity for traffic; concern the Lampson project will not pass CEQA requirements; concern reports will be altered to meet requirements; cautioned Council to slow down the process; concern for increased density and lack of park space; concern for incoming developments in the surrounding area; and, concern for decreased quality of life.

Enea Ostrich spoke regarding the upcoming development project at the Old Ranch Country club. She stated concern regarding the La Habra development and urged Council to investigate the risks before rushing to approval.

Ford Rogers spoke regarding the following: concern for traffic on Lampson; Lampson Project is isolated from other roads and can not handle additional traffic; encouraged Council to work with other cities to take the fight to Sacramento; stated opposition to State mandates; and, opposed to Lampson Project for all reasons stated by previous speakers.

Jen Penny spoke regarding the following: opposition to the Lampson project; requested a 90-day continuance to allow for community education; concern for the lack of information regarding the Lampson project and desire for additional discussion; support for preserving local government control; concern compliance with State mandates will encourage continued mandates; support for joining with surrounding cities to build a forum for communication; and, concern for continued State mandates.

John Avery, resident, spoke regarding the following: support for tonight's discussion; support for the City's effort thus far; concerns regarding the EIR for the Lampson project; concern for infrastructure and emergency response costs for new development; and, concerns for timeline for project approvals and the City's ability to support increased occupancy density.

Joy spoke regarding the following: provided a brief history on herself; support for the level of education, programs, and sports provided by the LAUSD; concern for pedestrian safety on Lampson and the decreased quality of driving; support for Huntington Beach fighting against its allocated RHNA numbers; concern for the State mandates; concern for gentrification negative impacts on the character of a neighborhood; and, support for fighting State mandates.

Unidentified female spoke regarding the following: requested a 90-day continuance for additional outreach and to allow the two new Council

Members to get caught up; concern for the lack of liquefaction and geology studies; indicated the community is not opposed to additional housing and are requesting to be a part of the process; stated support for a larger town hall meeting to provide answers and reassurances; and, believed there was little risk to continue the item as the City is already built out and the topic warrants more discussion.

Mark Mihalco, College Park East resident, spoke regarding the following: requested a 90-day continuance to allow for a larger town hall meeting; support for involving Seal Beach, Cypress, and College Park East in the discussion; support for addressing all the points that were brought up tonight and improved communication; and, support for a bigger forum for communication in the next 90 days.

Mary Ramsden, College Park East Resident, spoke regarding the following: when she purchased her home in 1988 the area was federal land and is surprised it's being rezoned for high density housing project; stated support for single family homes; stated concern for changing the neighborhood and decreased property values; believed the Lampson project was ideal for the City as it put all the housing on the outskirts of the City; stated opposition to the Lampson project; and requested a 90-day continuance.

The following individuals submitted speaker cards, but were not present when called upon: N. Mantle, Garden Grove resident; Beth Culver; Kirk Dottr; Tom Almanzan, Parkewood resident, opposed; and, Amine Kallala.

Mayor Doby closed the Public Hearing for public comments.

Mayor Doby spoke regarding the following: her attempts to meet with the City's representatives in Sacramento; the City's has joined surrounding cities in an attempt to fight the RHNA allocations; the shift of RHNA allocations from Los Alamitos to Buena Park; leadership above the local level dictates the RHNA numbers and there is no interest to change those despite the City's best interest to fight them; Huntington Beach can afford to continue litigating; Los Alamitos has exhausted every avenue available and will join with any City that is successful in fighting; opposed unnecessary risks and possibility of builders remedies; recognizes in order to maintain as much local control the City must acknowledge the City's RHNA allocation by adopting the Housing Element; and, reiterated she has been to Sacramento in the room filled with policy makers, and this was not a policy they were willing to change.

Council Member Hasselbrink spoke in opposition to the unproven accusations from the community regarding her ethics and reputation and the negative effects it is having on her family. She spoke regarding the following: a State approved Housing Element allows the City to hold

developers to a standard; an unapproved Housing Element allows developers to submit applications under builders remedies removing the City's ability to deny applications; opposed losing additional local control; provided a summary of Orange County's RHNA allocations and process of submittal; pointed out this was a state-wide problem; stated concerns for non-compliance with State mandates including loss of local control; RHNA allocations are State mandated; local cities have been fighting the RHNA allocations for over two years with no success; adopting the Housing Element allows the City to maintain some local control; policy changes have to come from the Governor; pointed out that low income housing does not increase crime; and, low income housing includes elderly individuals living on a pension, military personnel and young all of whom are good, productive citizens.

Mayor Pro Tem Nefulda spoke regarding the following: full confidence in Staff and the City's consultants competence; proper noticing was provided over the two year long process; the community is frustrated with a project introduced six months ago and not the two year process that has been taking place; and, he reiterated his support for Staff and thanked them for their efforts.

Council Member Murphy spoke regarding the following: need for improved communication as many residents present were unaware; understood the concerns regarding communication; reviewed the packet and personally feels more time is needed for additional research and to allow staff to provide adequate information to proceed; concern for lack of a full understanding even after doing additional research; and, stated support for additional outreach and communication.

Council Member Hibard spoke regarding the following: need for improved community outreach; many of her neighbors had not been notified; and, thanked the community for participating this evening.

Council Member Hibard asked for and received the following answers to questions posed during public comment:

- The developer would be financially responsible for the installation of utilities at the Lampson Project
- Senior Housing components could be incorporated to future individual projects
- RHNA allocations have been unsuccessfully litigated by surrounding cities
- Huntington Beach has submitted a Housing Element; however, it has announced it will exempt itself from Builders remedies which is likely to be litigated
- Additional housing allocations above the RHNA designations is a

function of the zoning code itself. The amount of units in future development projects will be at the City's discretion within the zoning limits.

- Traffic on Lampson will be studied should a completed project application be submitted
- Lampson traffic signals are under the jurisdiction of Seal Beach. Studies regarding the need for additional signals will be borne by the project applicant.
- Potential remedies to reach the community outside of Los Alamitos borders can include additional information on the City's website where interested parties can subscribe to updates; large scale signs with contact information at new project locations; and, requesting surrounding jurisdictions notify effected areas
- LAUSD was notified of the Housing Element. Staff can notify LAUSD should a project be submitted that they should be aware of.
- Confidence that the police response time will not be effected should the Lampson project come to fruition.
- Speed limit on Lampson is regulated by the City of Seal Beach
- Liquification reports are based on each individual site. Each project will have its own Environmental Impact Report (EIR) to ensure proposed projects will stay above ground level.
- Methodology for how sound is calculated would be done before the Public Hearing regarding the City's intent to Overrule ALUC findings
- Housing Element requires the City to show it has the ability to develop additional housing. Laurel Park was included in the inventory list to meet this requirement. There are no proposed projects for Laurel Park at this time. Should a proposal come in the future, the City maintains the control of the sale of the property.
- Legal noticing in additional newspapers can be done for a significant cost increase
- The City is on firm footing to defend against legal challenges to the Housing Element Liability for specific projects is borne by the developer.
- A traffic study on Lampson will offer mitigation solutions for improperly banked streets. Lampson is under the jurisdiction of Seal Beach.
- The City has done a significant amount of work to ensure our representatives are aware of our opposition to RHNA allocations. City is prepared to over any knowledge and testimony in support of efforts made by surrounding cities.
- Reassurance was provided that the City is hearing the community's concerns
- Broadcasting capabilities effect the City's ability to utilize a larger meeting space. Staff is working with LAUSD for the possibility of using their facilities.

Council Member Hibard thanked everyone for their participation and stated it was a productive discussion. She reiterated there was room for improvement regarding outreach efforts and welcomed the community to reach out to her with any questions or concerns. She indicated she was looking forward to earning the community's trust and will endeavor to be as transparent as possible.

Motion/Second: Hibard/Murphy

Motion Failed 2/3 (Doby, Hasselbrink, and Nefulda voted No): Delay the vote for 90 days.

Motion/Second: Hasselbrink/Nefulda

Motion Carried 3/2 (Hibard and Murphy voted No): The City Council:

1. Conducted a public hearing; and, if appropriate,
2. Adopted Resolution No. 2023-02, 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 LOS ALAMITOS HOUSING ELEMENT (2021-2029); and,
3. Considered the draft resolution, and, if appropriate,
4. Adopted Resolution No. 2023-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT (GPA) 22-02 TO ENSURE THAT THE ZONING CODE UPDATES IN ORDINANCE 2023-01 WILL MAINTAIN INTERNAL CONSISTENCY WITH THE ACTIONS, GOALS, OBJECTIVES, AND POLICIES OF THE GENERAL PLAN, AND WILL NOT CREATE ANY INCONSISTENCIES THEREIN (CITY INITIATED).
5. Considered the draft ordinance; and, if appropriate,
6. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2023-01; and,
7. City Attorney Daudt read the title of Ordinance No. 2023-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTERS 17.04, 17.08, AND 17.12 OF THE LOS ALAMITOS MUNICIPAL CODE, AS WELL AS THE LOS ALAMITOS ZONING MAP, CONCERNING THE R-3, R-4, AND TCMU ZONING OF THE CITY OF LOS ALAMITOS (ZOA 22-03) (CITY INITIATED)."

B. Ordinance 2023-02 - State Mandated Update to Accessory Dwelling Unit (ADU) Regulations

Consideration of an ordinance amending and restating Section 17.28.020 of the Los Alamitos Municipal Code concerning the regulation of Accessory Dwelling Units (ZOA 23-01).

City Attorney Daudt summarized the Staff report.

City Council and Staff discussed how associated fees were only allowed to enable staff to recover its costs and could not allow the City to make a profit.

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

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council:

1. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2023-02; and,
2. City Attorney Daudt read the title of Ordinance No. 2023-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 23-01)."

14. CLOSED SESSION

A. Conference with Legal Counsel

Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case)

City Attorney Daudt read the item aloud.

RECESS

City Council recessed into Closed Session at 10:25 p.m.

RECONVENE

City Council reconvened in Regular Session at 10:51 p.m.

City Attorney Daudt stated there was no reportable action.

15. ADJOURNMENT

The City Council adjourned at 10:52 p.m. in memory of Victoria McKemy and former Division Chief Ron Roberts.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 10B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Adopt Ordinance 2023-01 - Creating R-4 Zoning, Amending the TCMU Zone, and Rezoning Certain Properties

SUMMARY

City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2023-01 at its February 21, 2023, meeting. Ordinance 2023-01 will approve a R-4 Zoning District in Los Alamitos, amend the Town Center Mix Use (TCMU) Zone, and rezoning certain properties to the R-3 and new R-4 Districts. These changes would be implemented to comply with the newly adopted Housing Element.

RECOMMENDATION

Adopt Ordinance No. 2023-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTERS 17.04, 17.08, AND 17.12 OF THE LOS ALAMITOS MUNICIPAL CODE, AS WELL AS THE LOS ALAMITOS ZONING MAP, CONCERNING THE R-3, R-4, AND TCMU ZONING OF THE CITY OF LOS ALAMITOS (ZOA 22-03) (CITY INITIATED)."

BACKGROUND

Adoption of the Ordinance will allow the creation of an R-4 Zone, amending the TCMU Zone, and the rezoning of referenced properties.

Environmental: The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures. The City Council finds and determines that this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000 et seq.). Public Resources Code § 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Ordinance does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the Ordinance does not call for any change in the existing environmental conditions within the City. The proposed Ordinance merely updates existing City regulations to reflect policies and goals of newly adopted Housing Element. Accordingly, the Ordinance is not a "project" subject to CEQA. (Public Resources Code § 21065; CEQA Guidelines § 15378(a)).

DISCUSSION

To implement the R-4 and amend the TCMU zone, the following amendments to the Zoning Code are included in the Ordinance:

- Table 2-01 within Section 17.04.020 of the Los Alamitos Municipal Code is amended to include the proposed R-4 zone.
- Section 17.08 of the Los Alamitos Municipal Code, which itemizes Development Standards and Land Uses for residential districts is amended to incorporate the R-4 zone.
- In Section 17.08.010 “Purpose of Zones”, a description of the R-4 zone is added.
- In Section 17.08.020 “Allowed Uses and Permit Requirements for Residential Zones,” the R-4 zone is added to Table 2-02 itemizing permitted land uses. The land use regulations proposed for the R-4 zone are identical to the existing R-3 zone.
- In Section 17.08.030 “Development Standards in Residential Zones,” the R-4 zone is added to Table 2-03 itemizing specific development standards. Minor changes from the R-3 standards are proposed to acknowledge the greater density requirements of the R-4 standards. Generally, standards for the proposed R-4 zone are the same as the existing R-3 zone, with the following exceptions:
 - Consistent with the Housing Element, the density range of the R-4 zone is 30-36 du/ac (dwelling units / acre).
 - Maximum lot coverage in the R-4 zone is proposed at 60% in contrast to 50% in the R-3 zone.
 - Maximum height in the R-4 zone is proposed at 40 feet in contrast to 35 feet in the R-3 zone.
 - The minimum size of private outdoor living space per unit in the R-4 zone is proposed at 50 square feet in contrast to 60 square feet in the R-3 zone.
- A new subsection is added with Section 17.08.040 “Design Standards for Multi-Family Housing” to provide standards specific to the R-4 zone for Balconies, Indoor Common Areas and Materials. Notably, the subsection will allow for a certain proportion of the required common space to be provided in indoor areas, subject to design standards.
- To implement both the Housing Element and the Town Center Strategic Plan (adopted April 2022), Section 17.12 (the TCMU zone) is amended as proposed in the Town Center Strategic Plan.

As well, the Los Alamitos Zoning Map is amended by changing the following properties’ zoning designations as included the ordinance.

Assessor’s Number	ParcelSite Address	Existing Plan Designation	GeneralExisting Zoning	Proposed Zoning
130-012-35	4655 Lampson Ave.	Community Institutional	&C-F (Community Facilities)	R-3
241-241-35	Laurel Park	Community Institutional	&C-F	R-4
242-212-11	3191 Katella	Retail Business	C-G	(GeneralR-4
242-212-08	Avenue/ City Hall		Commercial)	
242-242-10				

241-251-14	4142 Avenue	CerritosCommunity Institutional	&C-F	R-4
222-181-01	5030-5084 Avenue	KatellaRetail Business	C-G	R-4
222-181-02				
242-222-06	3370 Avenue	CerritosMultiple Family	R-3	R-4

FISCAL IMPACT

None.

Attachment: 1. Ordinance No. 2023-01 - R-4 -TCMU

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTERS 17.04, 17.08, AND 17.12 OF THE LOS ALAMITOS MUNICIPAL CODE, AS WELL AS THE LOS ALAMITOS ZONING MAP, CONCERNING THE R-3, R-4, AND TCMU ZONING OF THE CITY OF LOS ALAMITOS (ZOA 22-03) (CITY INITIATED)

WHEREAS, during its December 14, 2022 meeting, the Planning Commission recommended that the City Council approve this ordinance to fulfill Los Alamitos General Plan Housing Element (2021-2029) Policy Actions 4.4 & 4.5; and,

WHEREAS, the Los Alamitos General Plan Housing Element (2021-2029) Policy Actions 4.4 & 4.5, shown below, require the recommended changes to the General Plan and the Zoning Code.

Policy Action 4.4: Create R-4 Zoning and Rezoning to Allow Higher Density. The City shall require that at least the minimum number of assigned affordable housing units be built consistent with Table B-2 (*of the Housing Element*) on each parcel so designated. To provide more housing units affordable to lower income levels, the City shall create and adopt an R-4 zone which allows 30 to 36 units per acre as a base, not including density bonus provisions, and apply that designation to those sites so identified in Table B-2. The zoning text shall conform to Government Code section 65583.2(h) (i), requiring a minimum of 20 units per acre and 16 units per site, permitted by right. The City will rezone the Lampson property (Site 6 in Table B-2, Appendix B *of the Housing Element*) to R-3. Project applications for the Lampson site will include both the market rate and affordable housing units, or a Development Agreement will be prepared to assure that both projects are constructed. The City shall require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 (*of the Housing Element*) on each parcel so designated. Prior to adoption of the R-4 zone, the City will demonstrate that the assigned units are physically possible on each inventory site under the new development standards.

Policy Action 4.5: Modify TCMU Zoning to Allow Higher Density. To increase affordable housing development in the high resource area of Town Center, the City shall modify the TCMU zone to allow up to 60 units per acre as a base, not including density bonus provisions; and require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 (*of the Housing Element*) on each parcel so designated. The zoning text shall conform to Government Code section 65583.2(h) and (i), requiring a minimum of 16 units per site, permitted by right. Prior to adoption

of the TCMU zoning amendment, the City will demonstrate that the assigned units are physically possible on each inventory site under the new development standards.

WHEREAS, the State of California Department of Housing and Community Development (HCD) requires that these changes be made before approval of the City of Los Alamitos's Housing Element (2021-2029); and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning these proposed General Plan, Zoning Code, and Zoning Map Amendments on January 17, 2023; and,

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

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

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

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

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

These Zoning Code Amendments do not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code. The amendments are intended to fulfill Policy Actions 4.4 and 4.5 of the General Plan's Housing Element (2021-2029). City staff has reviewed the Elements of the General Plan and has determined that these policies provide consistency with them. Further, the City maintains this consistency through the processing of these amendments.

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

These Zoning Code Amendments will enhance the public convenience, health, interest, safety, and welfare of the City by striving to meet the statewide housing goal of "decent housing and a suitable living environment for every Californian" (Government Code Section 65580).

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

Prior to this consideration, as a part of the General Plan's Housing Element update, the City prepared an Initial Study to identify the potential effects on the environment from adoption and implementation of these proposed changes and to evaluate the significance of those effects. Based on the environmental analysis, the proposed project would not have a significant adverse effect on the environment. No mitigation measures are necessary. The City Council adopted the Negative Declaration for this project during its August 15, 2022 meeting.

4. *Additional Finding for Zoning Map Amendments. The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zone and anticipated land use development(s).*

Projects constructed on these sites in the City of Los Alamitos are built in an existing urban environment that has been considered "built-out" for years. Most projects are a reconstruction of another land use and are considered infill. The supplying utility companies have had the expectation that these parcels would be occupied in one form or another. The City requires larger projects to provide "will serve" letters from utilities to confirm this question during the entitlement process.

5. *Additional Finding for Zoning Code Amendments. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code. (Ord. 19-03 § 3, 2019; Ord. 688 § 1, 2006).*

These Zoning Code Amendments were prepared for internal consistency within the Zoning Code and have been reviewed by City Staff.

SECTION 3. Section 17.04.020 (*Zones Established*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline, deletions in ~~strikethrough~~):

17.04.020 Zones Established

The City shall be divided into zones that implement the General Plan land use designations. The zones into which the City is divided are defined in Table 2-01 (Zones and General Plan Designations).

Table 2-01: Zones and General Plan Designations

Zone Symbol	Zone Name	General Plan Land Use Designation
Residential Zones		
R-1	Single Family Residential Zone	Single-Family Residential
R-2	Limited Multi-Family Residential Zone	Limited Multi-Family Residential
R-3	Multi-Family Residential Zone	Multi-Family Residential - 25
<u>R-4</u>	<u>Multi-Family Residential Zone</u>	<u>Multi-Family Residential - 36</u>
M-H	Mobile Home Park Zone	Limited Multi-Family Residential
Commercial and Industrial Zones		
C-O	Commercial/Professional Office Zone	Professional Office
C-G	General Commercial Zone	Retail Business
P-L-I	Planned Light Industrial Zone	Planned Industrial
Mixed Use Zones		
TCMU	Town Center Mixed Use Zone	Mixed Use
Special Purpose Zones		
O-A	Open Area Zone	Open Area/Easement Overlay
C-F	Community Facilities Zone	Community & Institutional and Community & Institutional/JFTB
SP	Specific Plan	Specific Plan
Overlay Zones		
MOZ	Medical Overlay Zone	Medical Overlay
ROZ	Retail Overlay Zone	Retail Overlay
LWOZ	Live/Work Overlay Zone	Limited Multiple Family Residential; Mixed Use

SECTION 4. Section 17.08.010 (*Purpose of Zones*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline):

17.08.010 Purpose of Zones

A. **Generally.** The purpose of the residential zones is to:

1. Provide for a full range of housing types and densities consistent with the General Plan;
2. Preserve, protect, and enhance the character of Los Alamitos' residential neighborhoods and the quality of life of City residents;

3. Ensure adequate light, air, privacy, and open space for each dwelling; and
4. Ensure that the scale and design of new development and alterations to existing structures are compatible with surrounding homes and appropriate to the physical characteristics of the site and the area where the project is proposed.

B. Individual Zones. The purposes of the individual residential zones and the manners in which they are applied are as follows:

1. **Single-Family Residential Zone (R-1).** The R-1 zone identifies lots designed to accommodate single-family dwellings on individual lots and planned-unit developments consisting exclusively of detached single-family dwellings. The maximum permitted density is six dwelling units per net acre. The R-1 zone implements the General Plan Single-Family Residential land use designation.
2. **Limited Multi-Family Residential - 20 Zone (R-2).** The R-2 zone applies to lots providing low-density multi-family housing consisting of more than one detached individual dwelling unit on one lot or attached dwelling units consisting of no more than three units in one structure. The maximum permitted density is 6 to 20 dwelling units per net acre. The R-2 zone implements the General Plan Limited Multi-Family Residential 1 and use designation.
3. **Multi-Family Residential - 25 Zone (R-3).** The R-3 zone applies to lots intended to provide multi-family housing. Housing types permitted include those permitted in the R-1 and R-2 zones, as well as structures containing four or more dwelling units. The maximum permitted density is 20 to 25 dwelling units per net acre. The R-3 zone implements the General Plan Multi-Family Residential land use designation.
4. **Multi-Family Residential - 36 Zone (R-4).** The R-4 zone applies to lots intended to provide multi-family housing. Housing types permitted include those permitted in the R-1, R-2 and R-3 zones, as well as structures containing four or more dwelling units. The maximum permitted density is 30 to 36 dwelling units per net acre. The R-4 zone implements the General Plan Multi-Family Residential-36 land use designation.
5. **Mobile Home Residential Zone (M-H).** The M-H zone is established to accommodate and preserve mobile home park housing developments and subdivisions. The M-H zone implements the General Plan Limited Multi-Family Residential land use designation. (Ord. 19-03 § 3, 2019; Ord. 688 § 1, 2006)

SECTION 5. Section 17.08.020 (*Allowed Uses and Permit Requirements for Residential Zones*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline):

17.08.020 Allowed Uses and Permit Requirements for Residential Zones

A. Use Regulations. This section, and Table 2-02 (Allowed Uses and Permit Requirements for Residential Zones) in particular, identifies the uses of land that may be allowed within each of

the zones established in Section [17.04.020](#) (Zones Established) and indicates whether any special permit is required for each allowable use.

B. Permitted Uses, Use Permits, and Uses Not Allowed.

1. **Permitted Use (“P”).** A permitted use is a use permitted as a matter of right, subject to compliance with applicable provisions of this Zoning Code, including Site Development Permit—Major and Minor (Chapter [17.44](#)) and a building permit or other permit required by the Municipal Code.

2. **Permitted as an Accessory Use (“A”).** Accessory uses are uses clearly incidental to a primary permitted or conditionally permitted use are permitted as a matter of right, subject to the requirements of this Zoning Code, including Section [17.38.030](#) (Accessory Structures/Uses—Residential).

3. **Administrative Use Permit (“AUP”).** Uses that are allowed subject to the approval of an Administrative Use Permit (Chapter [17.32](#)).

4. **Conditional Use Permit (“CUP”).** Uses that are allowed subject to the approval of a Conditional Use Permit (Chapter [17.32](#)).

5. **Temporary Use Permit (“TUP”).** Temporary uses are subject to the approval of a Temporary Use Permit (Chapter [17.46](#)).

6. **Uses Not Allowed (“—”).** Uses with an “—” indication in Table 2-02 are not allowed in the specified zone.

C. Specific Use Regulations. All uses, regardless of the type of permit that may be required, shall comply with applicable provision of this Zoning Code. In addition, if there is a section number in the last column of the Table 2-02 labeled Specific Use Regulations, the use is also subject to the referenced provisions.

D. Zoning Permit Required. For any use permitted as a matter of right, such use shall require approval of a Zoning Permit in compliance with Chapter [17.50](#) (Zoning Consistency Review).

E. Multiple Uses on a Single Site. When a proposed project includes multiple land uses and more than one type of land use permit is required, the most restrictive land use permit shall apply to the entire project application.

F. Director Determination. Land uses are defined in Division 7 (Definitions). In cases where a specific land use or activity is not defined, the Director shall assign the land use or activity to a classification substantially similar in character, pursuant to Section [17.02.020](#) (Rules of Interpretation). Land uses not listed in Table 2-02 or not found to be substantially similar to the land uses, as determined by the Director, are prohibited.

Table 2-02: Allowed Uses and Permit Requirements for Residential Zones

P: Permitted Use	CUP: Conditional Use Permit
A: Permitted as an Accessory Use	TUP: Temporary Use Permit
AUP: Administrative Use Permit	—: Use Not Allowed

Use	Land Use Regulation					Specific Use Regulations
	R-1	R-2	R-3	<u>R-4</u>	M-H	
CANNABIS USES						
Cannabis Delivery	—	—	—	<u>—</u>	—	See Section 17.28.090 (Cannabis Uses)
Commercial Cannabis Activities	—	—	—	<u>—</u>	—	See Section 17.28.090 (Cannabis Uses)
Cultivation, even by Qualified Patients and Caregivers	—	—	—	<u>—</u>	—	See Section 17.28.090 (Cannabis Uses)
RESIDENTIAL USES						
Accessory Dwelling Unit	P	P	P	<u>P</u>	P	See Section 17.28.020
Accessory Structures and Uses	A	A	A	<u>A</u>	A	See Section 17.28.030 (Accessory Structures/Uses—Residential)
Boarding House	—	—	CUP	<u>CUP</u>	—	
Group Home—6 residents or fewer	P			-		
Live/Work Unit	—	AUP	—	<u>—</u>		Subject to the regulations in Section 17.28.180 (Live/Work Units)
Mobile Home Parks	—	CUP	CUP	<u>CUP</u>	CUP	
Multiple-Family Dwelling	—	P	P	<u>P</u>	—	
Resident Manager’s Unit	—	AUP	AUP	<u>AUP</u>	—	
Single-Family Dwelling	P	P	P	<u>P</u>	P	
Senior Housing	—	P	P	<u>P</u>	P	
Supportive Housing	P	P	P	<u>P</u>	P	
Transitional Housing	P	P	P	<u>P</u>	P	
Two-Unit Dwelling (Duplex)	—	P	P	<u>P</u>	—	
PUBLIC ASSEMBLY AND RECREATION USES						

Use	Land Use Regulation					Specific Use Regulations
	R-1	R-2	R-3	R-4	M-H	
Public Assembly Facilities	—	—	CUP	<u>CUP</u>	A	Only associated with a mobile home park
Religious Assembly Facilities	—	—	CUP	<u>CUP</u>	—	
Recreation Facilities, Private—Indoor or Outdoor	A	A	A	<u>A</u>	A	Only associated with the primary permitted use and intended to serve the residents of the associated development
Schools, K-12—Private	—	CUP	CUP	<u>CUP</u>	—	
SERVICE AND CARE USES						
Day Care Centers	—	CUP	CUP	<u>CUP</u>	—	See Section 17.28.130 (Day Care, General)
Family Day Care Homes—Large	P	P	P	<u>P</u>	—	See Section 17.28.140 (Day Care Home—Large Family (9-14 children))
Family Day Care Homes—Small	P	P	P	<u>P</u>		
Residential Care Facilities—7 or more persons	—	—	CUP	<u>CUP</u>	—	
OTHER USES						
Vehicle Charging Facilities	A	A	A	<u>A</u>	A	Only as accessory to a permitted use
Temporary Uses/Activities	TUP	TUP	TUP	<u>TUP</u>	TUP	See Chapter 17.46 (Temporary Use Permits)
Utility Facilities						
Facilities with On-Site Staff	CUP	CUP	CUP	<u>CUP</u>	CUP	Ground-mounted equipment in residential zones shall be screened by landscaping to the satisfaction of the Director
Facilities with No On-Site Staff	AUP	AUP	AUP	<u>AUP</u>	AUP	
Wireless Communication Facilities—Major	—	—	—	<u>—</u>	—	Except as may be pre-empted by Federal law Section 17.28.270(K) (Wireless Communications Facilities)

Use	Land Use Regulation					Specific Use Regulations
	R-1	R-2	R-3	<u>R-4</u>	M-H	
Wireless Communication Facilities—Minor	—	—	—	<u>—</u>	—	Except as may be pre-empted by Federal law Section 17.28.270(L) (Wireless Communications Facilities)
Wireless Telecommunication Facilities, Satellite Dish Antenna	P	P	P	<u>P</u>	P	Subject to size limitations per Section 17.28.270 (Wireless Communications Facilities) and as otherwise regulated by this section

SECTION 6. Section 17.08.030 (*Development Standards in Residential Zones*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline):

17.08.030 Development Standards in Residential Zones

- A. The general property development standards for the R-1, R-2, R-3, R-4 and MH zones shall be as set forth in Table 2-03: Development Standards for Residential Zones.
- B. In the R-2 zone, where a lot has been subdivided for the purpose of establishing one single-family residential unit per lot, the standards for the R-1 zone shall apply, except the minimum lot size shall be 5,000 square feet and the minimum lot width shall be 50 feet.
- C. In addition to the standards set forth in Table 2-03, Section [17.08.045](#) (Design Standards for Multi-Family Housing) shall apply.

Table 2-03: Development Standards in Residential Zones

Development Feature	Requirement by Zone					
	R-1	R-2	R-3	<u>R-4</u>	M-H	Additional Requirements
Lot and Density Standards						
Maximum Density	6 du/ac; 1 du per lot	<u>6-20</u> du/ac	<u>20-25</u> du/ac	<u>30-36</u> <u>du/ac</u>	10 du/ac	In MH zone, minimum lot or space size for individual mobile home is 2,000 sq. ft.
Minimum Lot Size	6,000 sq. ft.	9,000 sq. ft.	7,200 sq. ft.	<u>7,200 sq.</u> <u>ft.</u>	5 acres	

Development Feature	Requirement by Zone					
	R-1	R-2	R-3	<u>R-4</u>	M-H	Additional Requirements
Minimum Lot Width						
Interior Lot	60 ft.	60 ft.	60 ft.	<u>60 ft.</u>	—	See also Title 16 (Subdivisions) regarding dimensions for cul-de-sac and other unusual lots
Corner Lot	60 ft.	70 ft.	70 ft.	<u>70 ft.</u>	—	
Reversed Corner Lot	60 ft.	75 ft.	—		—	
Minimum Lot Depth	100 ft.	135 ft.	100 ft.	<u>100 ft.</u>	—	
Maximum Lot Coverage	50%	60%	50%	<u>60%</u>	—	Excludes swimming pools and any open-sided patio structure
Building Form and Location						
Minimum Dwelling Area	Gross floor area					
Studio	No minimum for R-1 zone	800 sq. ft.	450 sq. ft.	<u>450 sq. ft.</u>	—	Excludes garage area
1 bedroom			650 sq. ft	<u>650 sq. ft</u>		
2+ bedrooms			800 sq. ft.	<u>800 sq. ft.</u>		
Maximum Height	Structures					
Main	30 ft.	35 ft.	35 ft.	<u>40 ft.</u>	20 ft.	See Section 17.16.040 (Height Measurement and Exceptions) 1) <u>Except in the R-4 zone</u> , along an interior side yard lot line, any structure taller than 25 feet shall be set back an additional 5 feet minimum (relative to minimum required setback) for any portion of the building taller than 25 feet

Development Feature	Requirement by Zone					
	R-1	R-2	R-3	<u>R-4</u>	M-H	Additional Requirements
						2) Structures on lots with a common property line with an R-1 zoned property shall not exceed 2 stories and 25 feet in height <u>within 30 feet of the R-1 lot line.</u>
Accessory	15 ft.	15 ft.	15 ft.	<u>15 ft.</u>	15 ft.	Accessory dwelling units shall conform to the setback requirements for the main structure
Minimum Setbacks						See Section 17.28.030 and 17.08.070 regarding setback exceptions
Front Yard	20 ft.	20 ft.	20 ft.	<u>20 ft.</u>	—	
Turn-Around End of a Cul-de-Sac	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>		
Side Yard— Interior	5 ft.	5 ft.	5 ft.	<u>5 ft.</u>	—	
Side Yard— Corner Lot	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>		
Rear Yard	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>	—	
Garage Setback	Applies to garages associated with individual dwelling units				—	
Street (Front)	20 ft.	20 ft.	20 ft.	<u>20 ft.</u>	—	
Alleyway	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>	—	
Street (side yard) (corner lot)	20 ft.	20 ft.	20 ft.	<u>20 ft.</u>	—	
Maximum Rear Yard Coverage by Patio or Accessory Structure	30%	—	—	==	—	Applies to all rear yard area, not just required rear setback area
Distance (minimum) Between Structures on 1 Lot	—	10 ft.	10 ft.	<u>10 ft.</u>	N/A	A minimum of 10 feet between structures shall be free of any eaves or other projections

Development Feature	Requirement by Zone					
	R-1	R-2	R-3	<u>R-4</u>	M-H	Additional Requirements
When Main Structures Face Across a Court	—	15 ft.	15 ft.	<u>15 ft.</u>		
Storage Space in a Garage or Carport (minimum)	N/A	200 cubic ft./unit		<u>200 cubic ft./unit</u>	N/A	Storage space shall be required for new developments only
Outdoor Living Space						
Combination of Private and Common Area	—	400 sq. ft. per unit, with a minimum of 100 sq. ft. of private space per unit	200 sq. ft. per unit of common area, with a minimum of 60 sq. ft. of private space per unit	<u>200 sq. ft. per unit of common area, with a minimum of 50 sq. ft. of private space per unit</u>	200 sq. ft. per unit of private open space adjacent to the unit, plus 50 sq. ft. per unit of common open space	1) For developments with 5 or more units, at least 1 common open space area with minimum dimensions of 20 feet by 20 feet shall be provided 2) For common open space areas, a minimum space of at least 20 feet by 20 feet shall be required. All common open space areas other than swimming pools shall be kept clear of mechanical equipment and other obstructions that would inhibit use of the open areas 3) In the MH zone, common outdoor area shall be at least 125 sq. ft. and accessible to all mobile home park residents 4) Private open space must be clear of mechanical equipment and other obstructions that would inhibit use of area

SECTION 7. Section 17.08.045 (*Design Standards for Multi-Family Housing*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline):

17.08.045 Design Standards for Multi-Family Housing

A. Building Design.

1. Except in the R-4 and TCMU districts, for buildings higher than two stories, the third story shall step back a minimum of five feet from the story below to minimize building bulk and create façade articulation.
2. Building facades shall incorporate details such as window trim, window recesses, cornices, changes in material, color, or other design elements in an integrated composition.
3. Roofs shall be designed to drain away from neighboring properties.
4. On multi-story buildings, windows shall be placed to provide privacy for adjacent properties, such as avoiding having windows directly facing each other across lot lines.
5. Carport roofs visible from the public right-of-way or on-site buildings shall incorporate roof slopes and materials to match adjacent buildings.

B. Pedestrian Access.

1. Clearly marked pedestrian walkways shall be provided from parking areas to building entryways and shall be designed to minimize pedestrian/vehicle conflicts.
2. Interior and exterior pedestrian walkways with access within and to the residential or mixed-use projects shall be defined by landscaping and lighting that are consistent with the scale and architecture of the buildings they serve.

C. Other Design Standards.

1. Transformers shall not be located within any required private open space area.
2. Transformers, other on-site utility equipment, and on-site fire department connections shall be screened from view from public rights-of-way by landscaping or ground-mounted structures/fencing of materials and colors that match on-site architecture.
3. Stormwater retention ponds, where provided, shall be designed as a landscape feature

D. Design Standards Specific to R-4 Zone.

1. Balconies.

- a) No more than 40% of balconies on a project shall extend beyond the facade of the building; and the maximum projection shall be 25% of the balcony's full depth. All other balconies shall be recessed into the building facade.
- b) No balconies shall overhang into the public right-of-way or sidewalk not including the portion of the building setback behind the existing property line.
- c) Balconies can overhang the area of the building setback, behind the property line.

2. Indoor Common Area.

- a) 25 percent of the required Common Area up to a maximum area of 3000 sq ft may be located indoors.
- b) A minimum area of 400 square feet with a minimum dimension of 20 feet in each direction is required to qualify as Indoor Common Area.
- c) Indoor Common Areas shall have a minimum floor to ceiling height of 12 feet.
- d) At least one wall on an Indoor Common Area shall be a glazed building exterior.
- e) Indoor Common Areas shall connect directly to an Outdoor Common Areas.
- f) Indoor Common Areas shall not include spaces used primarily for circulation.

3. Materials.

- a) No more than 60% of the building facade shall be clad with Exterior Insulation and Finish Systems (EIFS) or stucco.

SECTION 8. Chapter 17.12 (*Town Center Mixed-Use Zone*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline, deletions in ~~strikethrough~~):

17.12.010 Purpose of Zone

The Town Center Mixed-Use (TCMU) zone is established to provide opportunities for commercial and residential mixed-use development that takes advantage of easy access to transit and proximity to commerce, and that encourages pedestrian activity. A wide range of integrated commercial and residential uses are appropriate. The Town Center Mixed-Use zone requires the inclusion of a ground-floor, street-frontage commercial or live/work components for all projects. Exclusive residential structures are ~~not allowed~~ permitted as part of horizontal mixed-use developments. This zone implements the General Plan Mixed-Use land use designation and the Town Center Strategic Plan. (Ord. 19-03 § 3, 2019)

17.12.020 Land Uses and Permit Requirements

A. **Use Regulations.** This section, and Table 2-06 (Allowed Uses and Permit Requirements for Town Center Mixed-Use Zone) in particular, identifies the uses of land that may be allowed within the TCMU zone and indicates whether any special permit is required for each allowable use.

B. **Permitted Uses, Use Permits, and Uses Not Allowed.**

1. **Permitted Use (“P”).** A permitted use is a use permitted as a matter of right, subject to compliance with applicable provisions of this Zoning Code, including Site Development Permit—Major and Minor (Chapter 17.44) and a building permit or other permit required by the Municipal Code.

2. **Permitted as an Accessory Use (“A”).** Accessory uses that are clearly incidental to a primary permitted or conditionally permitted use are permitted as a matter of right, subject to the requirements of this Zoning Code, including Section 17.28.035 (Accessory Structures—Nonresidential Zones).

3. **Administrative Use Permit (“AUP”).** Uses that are allowed subject to the approval of an Administrative Use Permit (Chapter 17.32).

4. **Conditional Use Permit (“CUP”).** Uses that are allowed subject to the approval of a Conditional Use Permit (Chapter 17.32).

5. **Temporary Use Permit (“TUP”).** Temporary uses are subject to the approval of a Temporary Use Permit (Chapter 17.46).

6. **Uses Not Allowed (“—”).** Uses with an “—” indication in Table 2-06 are not allowed in the specified zone.

C. **Specific Use Regulations.** All uses, regardless of the type of permit that may be required, shall comply with applicable provision of this Zoning Code. In addition, if there is a section number in the last column of the Table 2-06 labeled Specific Use Regulations, the use is also subject to the referenced provisions.

D. **Zoning Permit Required.** For any use permitted as a matter of right, such use shall require approval of a Zoning Permit in compliance with Chapter 17.50 (Zoning Consistency Review).

E. **Multiple Uses on a Single Site.** When a proposed project includes multiple land uses and more than one type of land use permit is required, the most restrictive land use permit shall apply to the entire project application.

F. **Director Determination.** Land uses are defined in Division 7 (Definitions). In cases where a specific land use or activity is not defined, the Director shall assign the land use or activity to a classification substantially similar in character. Land uses not listed in Table 2-06 or not found to

be substantially similar to the land uses, as determined by the Director, are prohibited.

G. **Prohibited Uses.** The following uses are specifically prohibited in the TCMU zone:

1. All Cannabis Activities, including Cannabis Deliveries, Commercial Cannabis Activities, and Commercial Cultivation, even by Qualified Patients and Caregivers
2. Donation Boxes
3. Freight and/or Truck Terminals
4. Gun and Ammunition Stores
5. Manufacturing—Heavy
6. Recycling, Large Collection
7. Recycling, Processing Facility
8. Salvage Yard
9. Secondhand Stores
10. Swap Meets—Indoor or Outdoor
11. Tobacco and Vape Stores. (Ord. 19-03 § 3, 2019)

17.12.030 Commercial Uses Required along Street Frontages

To maintain an active pedestrian environment in the TCMU zone, commercial uses shall be the predominant along street frontages. At least 75 percent of the ground floor frontage along Katella Avenue and Los Alamitos Boulevard shall be occupied by commercial uses and/or live/work units. At least 75 percent of the ground floor frontage along Pine Street shall be occupied by commercial and/or cultural uses.

Table 2-06: Allowed Uses and Permit Requirements for Town Center Mixed-Use Zone

P: Permitted Use	CUP: Conditional Use Permit
A: Permitted as an Accessory Use	—: Use not allowed
AUP: Administrative Use Permit	TUP: Temporary Use Permit
	UF: Permitted Only on Upper Floor(s)

Land Use	TCMU	Special Use Regulations
BUSINESS, FINANCIAL, AND PROFESSIONAL		
Automated Teller Machines (ATMs)—Drive Up	—	
Business Support Services	P	
Check Cashing and/or Payday Loans	—	
Financial Institutions and Related Services (without drive-through facilities)	P	
Offices—Business, and Professional (but not including Medical and Dental Office)	P	1) In multi-story structures, offices may occupy up to 100 percent of the gross floor area in the second and higher stories, and up to 15 percent of the ground floor upon verification of the square footage by the Director. In no case shall any single office space on the ground floor exceed 3,000 square feet total 2) In single-story structures located in shopping centers, up to 15 percent of the gross floor area of the center is allowed for office uses upon verification of the square footage by the Director. In no case shall any single office space exceed 3,000 square feet total
CANNABIS USES		
Cannabis Deliveries	—	See Section 17.28.090 (Cannabis Uses)
Commercial Cannabis Activities	—	See Section 17.28.090 (Cannabis Uses)
Commercial Cultivation, even by Qualified Patients and Caregivers	—	See Section 17.28.090 (Cannabis Uses)
EATING AND DRINKING ESTABLISHMENTS		
Bars, Lounges, Nightclubs, and Tasting Rooms	CUP	
Restaurant—No Alcohol Sales	P	
Restaurant—Accessory Outside Seating Areas	AUP	See Section 17.28.200 (Outdoor Dining) and Chapter 17.32 (Administrative Use Permits and Conditional Use Permits)
Restaurant—Full or Limited Service with Late Hours (open between midnight and 6:00 a.m.)	CUP	
Restaurant—Full or Limited Service, Serving Alcohol	CUP	See Section 17.28.060 (Alcoholic Beverage Retail Sales)
Restaurant with Drive-Through Facilities	—	

Land Use	TCMU	Special Use Regulations
EDUCATION		
Schools, Private	CUP	
Trade and Vocational Schools	CUP	
Traffic School	CUP	
Tutoring and Education Centers	CUP	
LODGING		
Hotel and Motel	CUP	
Homeless Shelters—up to 20 beds	—	
Homeless Shelters—more than 20 beds	—	
MEDICAL-RELATED AND CARE USES		
Ambulance Services	—	
Clinic and Urgent Care	—	
Day Care Center	CUP	17.28.130 (Day Care, General)
Health Facilities, Therapy and Rehabilitation	CUP	Prohibited on ground floor. No larger than 3,000 sq. ft.
Hospital	—	
Medical and Dental Office	P/CUP	1) CUP required on ground-floor tenant spaces on properties with arterial street frontage 2) In multi-story structures, offices may occupy up to 100 percent of the gross floor area in the second and higher stories, and up to 15 percent of the ground floor upon verification of the square footage by the Director. In no case shall any single office space on the ground floor exceed 3,000 square feet total. These standards shall apply to all office uses, including Professional. Such determination/verification shall occur through the Zoning Permit process 3) In single-story structures located in shopping centers, up to 15 percent of the gross floor area of the center is allowed for office uses upon verification of the square footage by the Director. In no case shall any single office space exceed 3,000 square feet total. These standards shall apply to all office uses, including Professional. Such determination/verification shall occur through the Zoning Permit process
Residential Care Facilities	—	
RECREATION AND		

Land Use	TCMU	Special Use Regulations
ENTERTAINMENT		
Arcade (Electronic Game Center)	CUP	See Section 17.28.070 (Arcades)
Commercial Recreation—Indoors	CUP	
Commercial Recreation—Outdoors	—	
Entertainment, Indoor	CUP	Excludes uses that are regulated under Section 17.28.040 (Adult Businesses)
Health/Fitness Facilities, Small	AUP	
Health/Fitness Facilities, Large	CUP	
RESIDENTIAL		
Live/Work Unit	AUP	
Multi-Family Dwelling	AUP	Required to be integrated into a project as either horizontal or vertical mixed use, but not permitted as a stand-alone use
Senior Residential Housing Projects	P	See Section 17.28.250 (Senior Citizen Housing)
Single-Family Dwelling	—	
Supportive Housing—Housing Type	AUP	
Transitional Housing—Housing Type	AUP	
RETAIL SALES		
Alcohol Beverage Sales		
Alcohol Sales, for Off-Site Consumption	CUP	See Section 17.28.060 (Alcoholic Beverage Retail Sales)
Alcoholic Beverage Sales (for on-site or off-site consumption, in conjunction with an allowed use)	CUP	See Section 17.28.060 (Alcoholic Beverage Retail Sales)
Animal Retail Sales	—	
Building Materials and Services, Indoor	—	
Building Materials and Services, Outdoor	—	
Convenience Store	CUP	
Farmers' Market	TUP	
Outdoor Temporary and/or Seasonal Sales	TUP	
Recreational Equipment Rentals—Indoor Only	P	
Retail—General	P	

Land Use	TCMU	Special Use Regulations
Retail—Restricted	CUP	
Vehicle Sales and Rental	P	Office only; no storage of cars on property.
Large Vehicle, Construction, and Heavy Equipment Sales, Service, and Rental	—	
SERVICE USES		
Animal Boarding/Kennels, Grooming	—	
Cultural Institutions	CUP	
Funeral Parlors and Interment Services	—	
Instructional Services	P	
Maintenance and Repair Services—Indoor	—	
Personal Services, General	P	
Personal Services, Restricted	CUP	
Moving Companies, Storage Allowed	—	
Social Service Facilities	CUP	
Vehicle Repair and Services	—	
Service/Fueling Station	—	
Vehicle Washing/Detailing	—	
Vehicle Service, Major	—	
Veterinary Services, Large Animal	—	
Veterinary Services, Small Animal	CUP	All operations must be conducted completely within a masonry structure. No overnight boarding permitted
TRANSPORTATION, COMMUNICATIONS, AND INFRASTRUCTURE USES		
Car Sharing—Parking	AUP	Car sharing parking spaces may not occupy any space required for another use
Freight/Truck Terminals	—	
Vehicle Charging Stations	A	
Utility Facilities	CUP	
Vehicle Storage	—	
Wireless Telecommunication Facilities—Minor	AUP	See Section 17.28.270 (Wireless Communications Facilities)
Wireless Telecommunication Facilities—Major	CUP	See Section 17.28.270 (K) (Wireless Communications Facilities)
Wireless Telecommunication Facilities, Satellite Dish Antenna	P	See Section 17.28.270 (Wireless Communications Facilities)
OTHER USES		

Land Use	TCMU	Special Use Regulations
Caretaker Quarters	—	
Drive-Through or Drive-Up Facilities	—	
Public Assembly Facilities	CUP	
Religious Assembly Facilities	CUP	
Vending Machine	A	Allowed indoors only accessory to an allowable use

17.12.040 Development Standards for Town Center Mixed-Use Zone

A. **General.** The general property development standards for the TCMU zone shall be as set forth in Table 2-07: General Development Standards for Town Center Mixed-Use Zone.

B. **Calculation of Density and Intensity.**

1. **Horizontal Mixed Use.** For residential and nonresidential uses on the same development site but separate legal lots, the residential density shall be calculated for the lot or lots dedicated solely to residential use. The FAR for the nonresidential use shall be calculated for the lot or lots dedicated solely to the nonresidential use.

2. **Vertical Mixed Use.** For a development project consisting of residential and nonresidential uses in the same building or group of buildings, the residential density and FAR shall be additive, meaning that the development in total shall not exceed the allowed the residential density shall be as calculated for the residential component and plus the maximum ~~the~~ FAR as calculated for nonresidential component.

Table 2-07: General Development Standards for Town Center Mixed-Use Zone

Development Feature	Requirement by Zone	Additional Requirements
	TCMU	
Minimum Lot Area (for new mixed-use development)	10,000 <u>5,000</u> sq. ft.	For new mixed-use development. Single-purpose uses can be constructed on lots smaller than 10,000 <u>5,000</u> sq. ft.
Structure Form and Location Standards		
Residential Density—Maximum	30 <u>60</u> units/acre	<u>The cumulative residential development in the TCMU district shall not exceed 588 total units.</u>
FAR Maximum—Nonresidential Components	2.00	
Storefront Width—Minimum	50% of street frontage lot	

Development Feature	Requirement by Zone	Additional Requirements
	TCMU width	
Minimum Setback		
<u>Fronting Los Alamitos Boulevard and/or Katella Avenue</u>	<u>12 ft. minimum</u>	<u>The setback shall be developed as passable walkway, contiguous with the public sidewalk. Shade trees (species to be required by the City) shall be planted in the first 4 ft. of the setback; the rear 5 ft. of the setback may be used for outdoor dining or other outdoor commercial uses.</u>
<u>Fronting Pine Street</u>	<u>6 ft. minimum</u>	
Front or Adjacent to a Street	0 ft. minimum; 10 ft. maximum	
Side—Interior		
Abutting Nonresidential or Mixed-Use Zone	0 ft. minimum	
Abutting Residential Zone	10 ft. minimum	
Side—Street Side	10 ft. minimum	
Rear		
Abutting Nonresidential Zone	0 ft. minimum	
Abutting Residential Zone	15 ft. minimum	
Height—Maximum	60 ft.	
Open Space for Residential Uses	<u>150</u> 200 sq. ft. per unit combined common and private	

C. **Parking Restricted within Front and/or Street Side Setbacks.** Parking shall only be allowed within required front and/or street side setbacks where the responsible review authority finds that no feasible alternative exists to design a project and further, where such parking can be well integrated into overall project design and can adequately screened.

D. **Minimum Ground Floor Height.** The minimum ground-floor height for structures with commercial uses on the ground floor shall be not less than 12 feet, six inches. (Ord. 19-03 § 3, 2019)

17.12.050 Design Standards

A. **Generally.** All new development shall be designed to achieve the following objectives:

1. Site and building design shall provide for internal compatibility among the different uses in terms of noise, hours of operation, vehicle and pedestrian circulation, access, use of open space, and similar operating characteristics.
2. Potential noise, odors, glare, pedestrian traffic, and other potentially significant impacts on residents shall be minimized to allow a compatible mix of residential and nonresidential uses on the same site.
3. The design of any live/work or mixed-use project shall take into consideration potential impacts, including, but not limited to, noise, odors, and hours of operation, on adjacent properties. The design shall include specific design features to minimize potential impacts.
4. The design of the mixed-use project shall ensure that the residential units are of a residential character and that privacy between residential units and between other uses on the site is maximized.
5. The design of the structures and site planning shall encourage integration of the street pedestrian environment with the nonresidential uses through the use of plazas, paseos, courtyards, and walkways, as well as pedestrian scale amenities and street furniture.
6. Site planning and building design shall be compatible with and enhance the adjacent and surrounding built environment in terms of scale, building design, color, exterior materials, roof styles, lighting, landscaping, and signage.
7. Any mixed-use development in which two-thirds or more of the gross floor area is developed with residential uses, in addition to complying with the design standards set forth in this section, shall comply with the provisions of Section [17.08.045](#) (Design Standards for Multi-Family Housing).

B. Building Orientation, Entrances, and Articulation.

1. **Orientation.** The main building of a development shall be oriented to face a public street. Building frontages shall be generally parallel to streets. For all residential, retail, and office uses, at least one primary entrance to a ground-floor use shall face the adjacent street right-of-way. Ground-related entrances include entrances to ground-floor uses.
2. **Ground Floor Transparency.** At least 65 percent of the exterior walls on the ground floor facing the street shall include windows, doors, or other openings.
3. **Nonresidential Entrances.** Entries shall include clearly defined features of front façades and be of a scale that is in proportion to the size of the building and number of units being accessed. Larger buildings shall have a more prominent building entrance while maintaining a pedestrian scale.
4. **Transitional Space at Residential Entries.** New residential buildings shall provide

transitional spaces in the form of stoops, overhangs, and porches between public areas fronting the primary street(s) and entrances. This type of element or equivalent shall be required for each unit or group of units, but no less than one of this type of element shall be provided.

5. **Building Articulation.** No street frontage wall may run in a continuous plane for more than 25 feet without building openings or offsets, or as approved by the Review Authority if the project is constrained by unusual parcel size, shape, use, or other features that the responsible Review Authority accepts as rendering this requirement infeasible. Offsets shall vary in depth and/or direction of at least 18 inches, or a repeated pattern of offsets, recesses, or projections of similar depth.

6. **Structured Parking.** Structured parking facing public streets shall be fronted or wrapped with actively occupied spaces such as storefronts, live/work units, residential community amenities, and lobbies. Access to parking shall be designed so that it is not prominent and ties into the adjacent architectural style. (Ord. 19-03 § 3, 2019)

C. Stoops are a unique opportunity to engage residential entries with the public realm, creating activation, opportunities for engagement, and safety. Additionally, stoops create a design aesthetic that supports a residential character on appropriate urban streets. All stoops shall conform to the following design standards:

1. Stoops shall be required for ground level residential units on all streets, regardless of typology.
2. Stoops shall be designed to address the street to provide the most direct access path and allow for the greatest amount of landscaping.
- 3.. Stoop or storefront access shall be required for all ground level live-work units, where the street frontage of the building exceeds 100 feet, unless otherwise explicitly approved by the design review authority, provided an alternative accessible path is included.
4. Stoops shall be elevated a maximum of 36 inches above grade or sidewalk.
5. Stoop porches, not including stairs, shall be a minimum of 20 square feet.
6. Stoops shall correspond directly to the building entry and be at least 4 feet wide.
7. Stoops and/or adjacent entry porches shall not be enclosed with solid walls or railings, or vegetation that creates a visual obstruction between the stoop/porch and the public sidewalk in order to maintain a sense of openness.
8. Stoops may have an over-hanging roof or awning no wider than the stoop.
9. Planter or porch walls parallel to the sidewalk and taller than 18 inches shall have an irrigated 18 inch planting bed at its base.

D. Courtyards and Plazas are outdoor rooms designed for public use and are defined by surrounding buildings and/or streets. Primary functions are to encourage a diversity of opportunities for social interaction and activities, to provide relief and relaxation, to expand and reinforce the public realm, and to contribute to the livability and general amenity of the Town Center and adjacent parts of the city. Proposed uses and design should be determined as part of the overall project design process and shall comply with the established design standards:

1. Dimensions

- a. Shall have a minimum area of 1,200 square feet and minimum dimensions of 30 feet by 40 feet.

2. Accessibility

- a. Courtyards and plazas shall be open to a public street and sidewalk, on one or two-sides with an unobstructed opening dimension of 30 feet on any open side. An alley shall not be considered a public street
- b. Security fences, walls, and entry gates shall not obstruct access from the sidewalk.
- c. Raised planters shall not be located along the perimeter and used to privatize publicly accessible open space.
- d. Shall be open and accessible to the public at a minimum from 7am to 10pm.
- e. Signage shall identify the open space as a public amenity and the hours of accessibility.
- f. Vehicular access, loading and parking uses shall be prohibited.

3. Materials.

- a. Courtyards and plazas shall be of high-quality materials. Careful detailing shall include consideration of materials, their durability and appearance. No more than 25% of the area may be paved in standard concrete.

4. Landscaping

- a. At least 25% of the courtyard surface shall be landscaped with live vegetation. Shade trees and gardens are strongly encouraged. All landscaped areas shall contain a combination of low, medium, and tall plant materials as appropriate.
- b. A minimum of one 36-inch box shade tree shall be provided per 600 square feet of publicly accessible open space in a planting area of at least 6 ft x 6 ft x 3 ft deep. At the time of planting, trees shall be at least 12-feet tall with a 2-inch caliper (trunk), 6-inch above the topmost root.
- c. The property owner or agent shall maintain open space and landscaping within the publicly accessible open space.

5. Amenities

- a. Seating at the ratio of one seat per 200 square feet of courtyard/plaza area shall be provided, in addition to any permitted outdoor dining, in dispersed locations throughout the space. Seating shall be either movable chairs, or fixed seats or benches, where such seats shall be 18 lineal inches each. Movable seating is strongly encouraged.
- b. Storefront and unit entries fronting on the open space shall be designed and lighted to address safety and avoid unsafe conditions such as limited visibility, poor illumination, or dark corners.
- c. A majority of the open space should have access to sunlight for the duration of daylight hours. A mix of direct sunlight and shade is encouraged. Freestanding shading devices (single installation on the ground, such as trellis, patio covers, etc) shall be permitted within the open space, provided no more than 50% of the open space is covered.
- d. Permanent building projections, including cantilevered overhangs or balconies, may not project over the open space.
- e. Open space shall be inviting and well-illuminated at night with pedestrian-scaled lighting to address public safety. Fixtures may include low-level lights and overhead lights attached to building walls.
- f. A special feature (public art, water feature, specimen tree, or other such focal point) shall be provided for each publicly accessible open space plaza or courtyard.
- g. Bike racks, scooter parking areas, waste receptacles, and other street furnishings shall be provided.
- h. All publicly accessible open space shall follow the safety standards and considerations as defined by Crime Prevention Through Environmental Design (CPTED).
- i. Lighting shall be pedestrian-scaled and may include low-level bollard lights or overhead wall mounted fixture for a well illuminated area.

E. Paseos are narrow pedestrian passages that serve as mid-block crossings or access to interior courtyards. Their intimate scale and safety from vehicular traffic/noise makes them potentially vibrant destinations. Paseos are common to warm climates, where their sense of enclosure and

relative shade also makes them an attractive alternative to street retail. Paseos should comply with the following design standards:

1. Dimensions

- a. Paseos shall not be more than 30 feet nor less than 20 feet wide. The directly adjacent building walls framing the paseo may not be greater than three times in elevation height than the width of the paseo. The building above this height must be setback a minimum of 20 feet.

2. Accessibility

- a. Paseos shall be physically and visually accessible from the public sidewalk, and must connect a public street with a different public street, alley or interior courtyard.
- b. Paseos must be at the same elevation as the public sidewalk. No security fences, walls or entry gates shall block passage during established hours.
- c. Signage shall identify the paseo as a public amenity.
- d. Vehicular access, loading and parking uses shall be prohibited within the paseo during hours of public accessibility.

3. Materials

- a. Paseos shall feature high quality, durable materials applied in a carefully detailed manner.
- b. Decorative paving compatible with the style of the adjacent structures shall be applied with no more than 25% of the paseo being paved in standard concrete.
- c. Street-level facade standards shall be applied to facades fronting onto the open space.

4. Landscaping

- a. A minimum of 10% of the paseo area shall be landscaped with live landscaping. All landscaped areas shall contain a combination of low, medium, and tall plant materials as appropriate.
- b. A minimum of one 24-inch box shade tree shall be installed per 750 square feet of paseo area.
- c. Planters shall have a minimum soils area of 24 inches by 24 inches by 24 inches (24" x 24" x 24"), except where a tree is required, at which point the area and depth shall be increased to a minimum of 42 inches by 42 inches by 36 inches (42" x 42" x 36").

e. The property owner or agent shall maintain open space and landscaping within the publicly accessible open space.

5. Amenities

a. Seating at the ratio of one seat per 200 square feet of paseo area shall be provided, in addition to any permitted outdoor dining, in dispersed locations throughout the space. Seating shall be either movable chairs, or fixed seats or benches, where such seats shall be construed to be 18 lineal inches each. Movable seating is strongly encouraged.

b. Storefronts, unit entries or stoops shall front onto the paseo when possible and shall be designed and lighted to address safety.

c. A majority of the paseo should have access to sunlight for the duration of daylight hours. A mix of direct sunlight and shade should be provided.

d. Overhead structures, including canopies, awnings, cantilevered overhangs, or balconies, cannot cover greater than 25% of the paseo area. The remaining 75% must be open to the sky, although freestanding shade structures (trellises, patio covers, etc) shall be allowed, but a minimum of 50% of the paseo must remain uncovered.

e. Bike racks, scooter parking areas, waste receptacles, and other street furnishings shall be provided in the paseo.

f. Lighting shall be pedestrian-scaled and may include low-level bollard lights or overhead wall mounted fixtures for a well illuminated area.

17.12.060 Live/Work Standards

All live/work units shall comply with the regulations established in Division 4, Section 17.28.180 (Live/Work Units) of this title. (Ord. 19-03 § 3, 2019)

17.12.070 Open Space Requirements for Residential Uses

A. **Type.** Open space shall be in the form of private or common open space such as balconies, courtyards, at-grade patios (rear and side of the units), rooftop gardens, or terraces. Open standards for the R-3 zone shall apply.

B. **Minimum Dimension.** Balconies that are 30 inches or less in width or depth shall not be counted as open space.

C. **Encroachment.** Balconies that project over a public right-of-way shall be subject to

approval by the City Engineer. (Ord. 19-03 § 3, 2019)

17.12.080 Mixed-Use Lot Consolidation Incentive Program

To encourage the assemblage of smaller lots into larger lots that can be developed more efficiently into a mixed-use project, the following incentives may be provided to a qualifying development at the Director's discretion:

- A. Reduction of planning permit application fees.
- B. Priority in permit processing. (Ord. 19-03 § 3, 2019)

17.12.090 Other Applicable Regulations

New land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the requirements in Division 3—Site Planning and General Development Standards and Division 4—Regulations for Specific Land Uses and Activities. (Ord. 19-03 § 3, 2019)

SECTION 6. The Los Alamitos Zoning Map is hereby amended as follows:

Assessor's Parcel Number	Site Address	Existing General Plan Designation	Existing Zoning	Proposed Zoning
130-012-35	4655 Lampson Ave.	Community & Institutional	C-F (Community Facilities)	R-3 (Multiple Family Residential)
241-241-35	Laurel Park	Community & Institutional	C-F	R-4 (Multiple Family Residential – 36)
242-212-11 242-212-08 242-242-10	3191 Katella Avenue/ City Hall	Retail Business	C-G (General Commercial)	R-4
241-251-14	4142 Cerritos Avenue	Community & Institutional	C-F	R-4
222-181-01 222-181-02	5030-5084 Katella Avenue	Retail Business	C-G	R-4
242-222-06	3370 Cerritos Avenue	Multiple Family	R-3	R-4

SECTION 9. Pipeline Projects. Permit applications for properties located within the TCMU zone and the proposed R-4 zone which have been submitted to plan check prior to the adoption of this Ordinance shall be reviewed under the zoning rules and regulations which were in effect on the day prior to adoption of this Ordinance. The foregoing notwithstanding, any applicant may make a request in writing to the Director

of Development Services that his or her application be reviewed under the zoning rules and regulations as amended by this Ordinance.

SECTION 10. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 11. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of March, 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of February, 2023, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 20th day of March, 2023, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 10C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Adopt Ordinance 2023-02 - State Mandated Update to Accessory Dwelling Unit (ADU) Regulations

SUMMARY

City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2023-02 at its February 21, 2023, meeting. Ordinance 2023-02 will amend and restate Section 17.28.020 of the Los Alamitos Municipal Code concerning the regulation of Accessory Dwelling Units (ZOA 23-01).

RECOMMENDATION

Adopt Ordinance No. 2023-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 23-01)."

BACKGROUND

During the 2021-2022 legislative session, the California Legislature approved two bills modifying State ADU Law. Senate Bill 897 and Assembly Bill 2221 (collectively, the "2022 revisions to State ADU Law") further streamline the process for approval of ADUs and JADUs and clarify certain provisions to ease development restrictions. These laws became effective on January 1, 2023, and all cities must utilize the new regulations, regardless of consistency with any local regulations. At its regular meeting of February 21, 2023, the City Council introduced for first reading Ordinance Number 2023-02 to fulfill the requirements of these bills.

DISCUSSION

Section 17.28.020 of the Los Alamitos Municipal Code includes provisions regulating the development of ADUs and JADUs in the City. Section 17.28.020 was last updated in 2020. Since that time, the California Department of Housing and Community Development has issued updated guidance regarding the implementation of the State ADU Law (California Government Code § 65852.2). Further, during its 2021-2022 Regular Session, the State Legislature approved two bills modifying the State ADU Law, Senate Bill 897 and Assembly Bill 2221. Both bills took effect on January 1, 2023.

Key changes to the State ADU Law made by Senate Bill 897 and Assembly Bill 2221 are outlined below:

1. Height Limitations. The City must now allow ADUs taller than 16 feet in the following circumstances:

- a. If a detached ADU is on a lot that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, the ADU may be up to 18 feet in height, and up to two feet taller (for a maximum of 20 feet) if necessary to align the roof pitch on the ADU to the roof pitch of the primary dwelling.
- b. If a detached ADU is on a lot with an existing or proposed multistory multifamily dwelling, the ADU may be up to 18 feet in height.
- c. An attached ADU may be as tall as 25 feet, or the height limitation of the zoning district applicable to the primary dwelling, whichever is lower. However, the City may still limit the ADU to two stories.

2. Front Yard Setbacks. In general, the City may still impose front yard setback requirements on ADUs; however, Senate Bill 897 and Assembly Bill 2221 clarify that the front yard setback requirements must yield to the extent necessary to allow the construction of an ADU of at least 800 square feet with four-foot side and rear yard setbacks.

3. Objective Standards. The City may impose objective standards on ADUs. Senate Bill 897 and Assembly Bill 2221 define “objective standards” to mean, “...standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.”

4. JADU Bathroom Access. A JADU may either have its own bathroom or share a bathroom with the single-family residence in which it is located. Senate Bill 897 and Assembly Bill 2221 specify that if a JADU is permitted without its own bathroom, it must have an interior entrance to the primary residence’s main living area.

The proposed Ordinance incorporates amendments to Section 17.28.020 of the Los Alamitos Municipal Code required to comply with the State ADU Law, as modified by Senate Bill 897 and Assembly Bill 2221. The Planning Commission met on January 25, 2023 and approved Resolution No. 2023-02 recommending City Council approval of the proposed Ordinance. If approved, a copy of the Ordinance must be sent to the California Department of Housing and Community Development (“HCD”) within 60 days. Following its review, the HCD may submit written findings to the City as to whether the Ordinance, in its assessment, complies with California Government Code Section 65852.2.

FISCAL IMPACT

None.

Attachment: 1. Ordinance 2023-02 - Regulation of Accessory Dwelling Units

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 23-01)

WHEREAS, an accessory dwelling unit or “ADU” is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a single-family dwelling or multifamily dwelling; and,

WHEREAS, a “junior accessory dwelling unit” or “JADU” is a small residential dwelling unit contained entirely within a single-family residence. A Junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing single-family residence; and,

WHEREAS, in 2016, the State Legislature adopted two bills pertaining to accessory dwelling units, Assembly Bill 2299 and Senate Bill 1069, which modified Government Code Section 65852.2; the State Legislature further modified Government Code Section 65852.2 with the adoption of Assembly Bill 494 and Senate Bill 229 in 2017, and again in 2020 with the adoption of Senate Bill 13, Assembly Bill 68, Assembly Bill 881 and Assembly Bill 3182 (Collectively, the “State ADU Law”); and,

WHEREAS, on June 15, 2020, the City Council of the City of Los Alamitos adopted Ordinance No. 2020-04 amending and restating Sections 17.08.020 and 17.28.020 of the Los Alamitos Municipal Code to update and clarify the City’s regulations related to ADUs in accordance with the State ADU Law; and,

WHEREAS, in July 2022, the California Department of Housing and Community Development (HCD) issued an updated Accessory Dwelling Unit Handbook, providing guidance on implementation of the State ADU Law; and,

WHEREAS, during its 2021-2022 Regular Session, the State Legislature approved two bills modifying the State ADU Law, Senate Bill 897 and Assembly Bill 221 (Collectively, the “2022 Revisions to the State ADU Law”); and,

WHEREAS, the 2022 Revisions to the State ADU Law necessitate the amendment and restatement of Section 17.28.020 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of Title 17 (Zoning Regulations) of the Los Alamitos Municipal Code; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning this proposed code amendment on January 25, 2023, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed code amendment on February 21, 2023; and,

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

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

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

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

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

ZOA 23-01 is consistent with the goals, policies, programs and land uses of applicable elements of the General Plan because the proposed Ordinance clarifies and updates the regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) in accordance with the requirements of Government Code Section 65852.2, which the Legislature adopted with the intent to streamline local regulations for the construction of new Accessory Dwelling Units. The State has long held that Accessory Dwelling Units are an important source of affordable housing in California. The City's adopted General Plan Housing Element contains policies which support development of Accessory Dwelling Units, and the City's Regional Housing Needs Allocation (RHNA) is supported by the addition of Accessory Dwelling Units to the City's housing stock.

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

ZOA 23-01 will promote public convenience, health, interest, safety and general welfare and serve the goals and purposes of Title 17 by clarifying and streamlining the regulations applicable to development of new

Accessory Dwelling Units. The proposed Accessory Dwelling Unit regulations require compliance with all applicable building and safety codes to ensure all life safety requirements are met.

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

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

SECTION 3. Section 17.28.020 of Article 4 (Regulations for Specific Land Uses and Activities) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

17.28.020 Accessory Dwelling Units and Junior Accessory Dwelling Units

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

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

“Accessory dwelling unit”, “accessory structure”, “efficiency unit”, “living area”, “nonconforming zoning condition”, “passageway”, “proposed dwelling”, “public transit”, and “tandem parking” all have the same meaning as that stated in Government Code section 65852.2 as that section may be amended time to time. The terms “accessory dwelling unit” and “ADU” shall have the same meaning.

“Attached ADU” means an ADU, other than a converted ADU, that is physically attached to a primary dwelling.

“Converted ADU” means an ADU that is constructed within all or a portion of the permitted existing interior space of an accessory structure or within a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, storage areas, or similar uses. A converted ADU also includes an ADU that

is constructed in the same location and to the same dimensions as a permitted existing structure or portion of a permitted existing structure.

“Detached ADU” means an ADU, other than a converted ADU, that is physically separated from, but located on the same lot as, a primary dwelling.

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

“Junior accessory dwelling unit” has the same meaning as that stated in Government Code section 65852.22(h)(1) as that section may be amended time to time. The terms “junior accessory dwelling unit” and “JADU” shall have the same meaning.

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

1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;
2. Be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located; and
3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

D. Locations Permitted.

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

E. ADU Requirements.

1. *Legal Lot/Residence.* An ADU shall only be allowed on a lot that contains a proposed or legally developed existing single-family or multifamily residence.

2. An ADU shall be either:

- (a) Attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure; or
- (b) Detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

3. *Number of Units Per Lot.*

- (a) For lots with a proposed or existing single-family dwelling, no more than one attached, converted or detached ADU and one JADU shall be permitted on the lot. In cases where both a detached ADU and JADU are developed or proposed on a lot, the total floor area of the detached ADU must be 800 square feet or less.
- (b) For lots with an existing multifamily dwelling:
 - i. At least one attached ADU, and up to 25 percent of the number of the existing units may be constructed within portions of the existing multifamily dwelling structure that are not used as livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages) provided all applicable building code standards are met.
 - ii. Not more than two detached ADUs shall be permitted on the lot.

4. *Unit Size and Height.*

(a) Maximum Size.

- i. Attached ADUs. The total floor area of an attached ADU shall not exceed (i) 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms, or (ii) fifty (50) percent of the floor area of the primary dwelling, whichever is less. However, in no case shall this limitation be imposed to require an ADU with a total floor area of less than 800 square feet.
- ii. Detached ADUs. The total floor area of a detached ADU shall not exceed 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.
- iii. Converted ADUs. The maximum size limitations set forth in this Subsection do not apply to converted ADUs that do not increase the existing floor area of a structure. In addition, a converted ADU created within an existing accessory structure may include an expansion of not more than 150 square

feet beyond the same physical dimensions as the existing accessory structure to extent necessary to accommodate ingress and egress.

(b) Minimum Size. The total floor area of an attached or detached ADU shall be at least 150 square feet.

(c) Height

- i. Except as provided below, the height of a detached ADU on a lot with an existing or proposed single-family or multifamily dwelling unit shall not exceed 16 feet.
- ii. The height of a detached ADU located on a lot with an existing or proposed single-family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, shall not exceed 18 feet. However, an additional two feet of height, for a maximum of 20 feet, is allowed when necessary to align the roof pitch on the ADU to the roof pitch of the primary dwelling.
- iii. The height of a detached ADU on a lot with an existing or proposed multifamily, multistory dwelling shall not exceed 18 feet.
- iv. The height of an attached ADU shall not exceed the height limitation of the zoning district applicable to the primary dwelling or 25 feet, whichever is lower. In no event shall any such ADU exceed two stories.

5. *Applicability of Development Standards.* Except as otherwise provided in this Section, all ADUs must conform to the development standards set forth in this Title 17 for the zoning district in which they are located. Notwithstanding the foregoing, when the application of a development standard related to floor area ratio, lot coverage, open-space, front setbacks, or minimum lot size would prohibit the construction of an attached or detached ADU of at least 800 square feet with four-foot side and rear yard setbacks, such standard(s) shall be waived to the extent necessary to allow construction of such an ADU.

6. *Setbacks and Spacing.*

- (a) Front Yard Setbacks. New attached and detached ADUs are subject to the same minimum front yard setback requirements applicable to other structures on the lot on which the ADU is located.
- (b) Side and Rear Yard Setbacks. Minimum setbacks of no less than four (4) feet from the side and rear lot lines are required for new attached and detached ADUs.

- (c) Converted ADUs. No setbacks are required for converted ADUs, provided the side and rear yard setbacks of the existing converted structure are sufficient for fire and safety, as determined by the City's building official.
- (d) Spacing. A minimum distance of ten feet is required between a detached ADU and the primary dwelling, and all other structures, including garages, on the property.

7. *Off-street Parking.*

- (a) One off-street parking space must be provided for an attached or detached ADU. The required parking space may be permitted in setback areas, or through tandem parking on a driveway, unless specific findings are made by the Director that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety concerns.
- (b) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- (c) Off-street parking is not required in the following instances:
 - i. The ADU is located within one-half mile walking distance of public transit, including transit stations and bus stations;
 - ii. The ADU is located within an architecturally and historically significant historic district;
 - iii. The ADU is part of the proposed or existing primary residence or accessory structure (i.e., a converted ADU);
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU; and/or
 - v. When there is a car share vehicle station located within one block of the ADU.

8. *Exterior Access.* An attached or converted ADU must have independent exterior access from the proposed or existing primary dwelling.

9. *Passageway.* No passageway shall be required in conjunction with the construction of an ADU.

F. JADU Requirements.

1. *Footprint.* A JADU may only be constructed within the walls of a proposed or existing single-family residence, including an attached garage.
2. *Size.* A JADU shall not exceed 500 square feet in size.
3. *Separate Entrance.* A JADU located within a proposed or existing single-family residence must include a separate entrance from the main entrance of the residence.
4. *Kitchen Requirements.* A JADU must include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
5. *Bathroom Facilities.* A JADU may include separate sanitation facilities or may share sanitation facilities with the proposed or existing single-family residence in which it is located. If a JADU does not include separate sanitation facilities, the JADU must include an interior entrance to the primary dwelling's main living area.
6. *Parking.* No additional off-street parking is required for a JADU beyond that required at the time the existing primary dwelling was constructed. However, when an existing attached garage is converted to a JADU, any required off-street parking spaces for the primary dwelling that are eliminated as a result of the conversion shall be replaced. These replacement parking spaces may be located in any configuration on the same lot, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.
7. *Fire Protection.* For purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate new dwelling unit.
8. *Utility Service.* For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit.
9. *Deed Restriction.* Prior to the issuance of a building permit for a JADU, the owner shall record a deed restriction against the title of the property in the County Recorder's office with a copy filed with the Director. The deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns. The form of the deed restriction shall be provided by the City and shall provide that:
 - (a) The property shall include no more than one JADU.
 - (b) The JADU may not be sold, mortgaged, transferred separately from the primary residence; this deed restriction may be enforced against future purchasers.

- (c) The owner of the property shall occupy either the primary residence or the JADU as his or her domicile. In the event owner occupancy of the property ceases, the JADU shall not be used as a separate dwelling unit, and shall not be separately rented or leased for any purpose.
- (d) The JADU may be rented, but may not be rented on a short-term basis of less than 30 consecutive days.
- (e) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this Section.

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

G. Other Requirements.

- 1. *No Separate Conveyance.* Except as otherwise provided in Government Code section 65852.26 or by other applicable law, an ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence, and a lot shall not be subdivided in any manner which would authorize such separate sale or ownership.
- 2. *No Short-Term Rental Permitted.* An ADU or JADU that is rented shall be rented for a term that is longer than thirty (30) days. Short-term rental (i.e., 30 days or less) of an ADU or a JADU is prohibited.
- 3. *Owner Occupancy Requirements.*
 - (a) ADUs. Owner occupancy of either the primary dwelling or ADU is not required.
 - (b) JADUs. The property owner of the lot upon which a JADU is located must occupy either the JADU or the primary residence as his or her domicile.

H. Permit Application and Review Procedures.

- 1. *Building Permit Required.* A building permit is required prior to construction of an ADU or JADU. Except as otherwise provided in this Section or by State law, all building, fire, and related code requirements applicable to habitable dwellings apply to ADUs and JADUs. However, fire sprinklers shall not be required if they are not required for the primary dwelling.
- 2. *Application.* Prior to the issuance of a building permit for an ADU or JADU, the applicant shall submit an application on a form prepared by the City, along with all information and materials proscribed by such form. No application shall be accepted unless it is completed as prescribed and is accompanied by payment for all applicable fees.

3. *Review.* The Director shall consider and approve or deny a complete application for an ADU or JADU ministerially without discretionary review or public hearing within the time prescribed by law. Review is limited to whether the proposed ADU or JADU complies with the requirements of this Section. If an applicant requests a delay, the time period for the City to review of an application shall be tolled for the period of the requested delay. If the application to create an ADU or a JADU unit is submitted with an application to create a new single-family dwelling on the lot, the Director may delay acting on the application for the ADU or the JADU until the City acts on the application to create the new single-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
4. *Zoning Conformity.* The City shall not require, as a condition of approval of a permit application for the creation of an ADU or JADU, the correction of nonconforming zoning conditions.
5. *Demolition Permits.* A demolition permit for a detached garage that is to be replaced with an ADU shall be reviewed with the application for the ADU and issued at the same time.
6. *Conformity with State Law.* The City shall not apply any requirement or development standard provided for in this Section to an ADU or a JADU to the extent prohibited by any provision of State law, including, but not limited to, subdivision (e)(1) of Government Code section 65852.2.

I. Utilities

1. *ADUs.* Unless otherwise mandated by applicable law or the utility provider or determined by the City's Public Works Director to be necessary, an ADU may be served by the same water, sewer, and other utility connections serving the primary dwelling on the property, and the installation of a new or separate utility connection directly between an ADU and a utility is not required. However, separate utility connections and meters for ADUs may be installed at the property owner's option, when permitted by the utility provider, and subject to the payment of all applicable fees.
2. *JADUs.* A JADU shall be served by the same water, sewer, and other utility connections serving the primary single-family dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

J. Fees.

1. No impact fee is required for an ADU measuring less than 750 square feet. Any impact fees charged for an ADU of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.
2. Construction of an ADU is subject to any applicable fee adopted under the California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012).
3. For purposes of this Subsection, "impact fee" does not include any planning application fee, plan check fee, or building permit fee.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of March, 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of February, 2023, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 20th day of March, 2023, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 10D

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Adopt Ordinance No. 2023-03 - Modify Regulation and Sale of Fireworks

SUMMARY

This report proposes a change to the requirements for the regulation, use, and sale of safe and sane fireworks on the 4th of July. City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2023-03 at its February 21, 2023, meeting.

RECOMMENDATION

Adopt Ordinance No. 2023-03, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 5.60.110(B) OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE LOCATION OF TEMPORARY FIREWORKS STANDS".

BACKGROUND

In December 2022, the City Council adopted Ordinance No. 2022-07 allowing for the regulation and sale of fireworks within the City. The ordinance specified that two permits were to be awarded to the the Los Alamitos Community Foundation (LACF).

July 4, 2023 will be the first year safe and sane fireworks are permitted in the City. Upon review of the regulations and discussion with pyrotechnic companies, the LACF has requested the City consider modifications to the ordinance.

DISCUSSION

Section 5.60.110 (B) states that "no temporary fireworks stand shall be permitted within 1,000 feet of any City park or facility." Given the size of the City, securing a location that complies with this requirement has proven problematic.

Per the request of the LACF, staff is suggesting revising Section 5.60.110 (B) to state: No temporary fireworks stand location shall be permitted without prior written approval by the Development Services Director.

This allows the City flexibility to work with the local non-profits to secure a location while ensuring public safety is maintained.

FISCAL IMPACT

None.

Attachment: 1. Ordinance No. 2023-03 - Location of Temporary Fireworks Stands
 2. Ordinance No. 2022-07 - Regulation and Sale of Fireworks

ORDINANCE NO. 2023-03

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, AMENDING
SECTION 5.60.110(B) OF THE LOS ALAMITOS
MUNICIPAL CODE RELATING TO THE LOCATION OF
TEMPORARY FIREWORKS STANDS**

WHEREAS, the City Council adopted Ordinance No. 2022-07 on December 19, 2023 adding Chapter 5.60 (Fireworks) to Title 5 of the Los Alamitos Municipal Code to establish regulations governing the sale, use, and discharge of safe and sane fireworks within City limits; and,

WHEREAS, the City Council desires to ensure a successful program that allows for as much participation by the City's local non-profits as possible.

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

SECTION 1. Section 5.60.110 of Chapter 5.60 (Fireworks) of the Los Alamitos Municipal Code is here by amended to read as follows (additions shown in underline, deletions shown in ~~strikethrough~~):

5.60.110 Location of Temporary Fireworks Stands

A. No temporary fireworks stand shall be erected or maintained in such a manner so as to cause an undue hazard to itself or adjoining property or to the persons working within the stand.

B. No temporary fireworks stand shall be permitted at any location ~~within 1,000 feet of any City park or facility.~~ without prior written approval by the Development Services Director.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the

Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of March, 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at an adjourned regular meeting of the City Council on the 21st day of February, 2023, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 20th day of March, 2023, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

ORDINANCE NO. 2022-07**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 5.60 (FIREWORKS) TO TITLE 5 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE REGULATION AND SALE OF FIREWORKS**

WHEREAS, pursuant to Health and Safety Code section 12541, the City Council is authorized to regulate the sale, use, and discharge of fireworks within City limits; and

WHEREAS, State law divides fireworks into two (2) categories: “dangerous” and “safe and sane” fireworks (California Health and Safety Code sections 12500 et. seq.); and

WHEREAS, only “safe and sane” fireworks are sold in California for private use because they are considered less dangerous to individuals and pose less of a risk of causing fire and damage to property since such fireworks do not fly, explode, shoot projectiles, travel, or leave the ground, and such fireworks usually exclude very large fireworks of other dangerous devices like rockets and aerial shells; and

WHEREAS, the City Council desires to establish regulations governing the sale, use, and discharge of safe and sane fireworks within City limits.

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

SECTION 1. Chapter 5.60 (Fireworks) is hereby added to Title 5 (Business Licenses and Regulations) of the Los Alamitos Municipal Code to read as follows:

CHAPTER 5.60 FIREWORKS

5.60.010	Temporary Fireworks Stand Permits
5.60.020	Limitation on Total Number of Permits
5.60.030	Eligible Organizations
5.60.040	Application
5.60.050	Permit Issuance
5.60.060	Safe and Sane Fireworks
5.60.070	Time Limit on Sales of Fireworks
5.60.080	Temporary Fireworks Stand Regulations
5.60.090	Complying with Application
5.60.100	Indemnity and Liability Insurance
5.60.110	Location of Temporary Fireworks Stands
5.60.120	Exits and Locking Devices
5.60.130	Fire Extinguisher

- 5.60.140 Overnight Habitation Prohibited
- 5.60.150 Sale, Possession and Discharge of Fireworks
- 5.60.160 Appeal Provisions
- 5.60.170 Seizure and Disposal of Fireworks
- 5.60.180 Administrative Penalty
- 5.60.190 Suspension and Revocation

5.60.010 Temporary Fireworks Stand Permits

A. Permits for temporary fireworks stands for the display and retail sales of fireworks shall be issued by the Development Services Department or his/her designee only in accordance with the provisions of this chapter.

B. The Development Services Department or his/her designee shall have the discretionary authority to grant or deny a permit, subject to reasonable conditions as may be prescribed.

C. In addition to the permit issued by the City, each qualified permittee shall obtain the permit required by the Orange County Fire Authority. Each permittee shall work with the Orange County Fire Authority to ensure safe operation of the temporary fireworks stand and to prepare and deliver educational material to customers pertaining to fire safety in the use of fireworks at any location. In addition, each permittee agrees to present such educational materials in a programmed manner to its members on an annual basis, and to the public in conjunction with sales from fireworks stands.

5.60.020 Limitation on Total Number of Permits

There shall be a maximum of two permits issued for temporary fireworks stands each year.

5.60.030 Eligible Organizations

A. All annual permits for temporary fireworks stands shall be awarded to the Los Alamitos Community Foundation (Foundation). As a condition of issuance of any permit, the Foundation is required to allow other locally based tax-exempt organizations, as described in this Section 5.60.030, to provide personnel to assist with the sale of fireworks and share in a portion of revenue generated from the fireworks stands. The management and revenue share for the temporary fireworks stands will be overseen by the Foundation.

B. The City Council finds that locally based tax-exempt organizations consistently contribute to the public health and safety of City residents by: donating time and funding to a variety of community events; assisting individuals with medical, educational, and moral support; conducting unique volunteered events contributing to the City's historical and cultural heritage. These organizations further contribute to the City's mission of providing cost effective public services to the community. They are also uniquely qualified to assist in educating City residents in fire safety procedures as further

provided herein. Accordingly, based upon these contributions, the City Council finds and determines that it is appropriate to designate such organizations located within City limits as the only organizations eligible to sell fireworks under the conditions set forth in this chapter.

C. Only federally certified non-profit tax-exempt organizations located within the City limits and primarily benefiting the Los Alamitos community are eligible to sell fireworks pursuant to this chapter.

5.60.040 Application

A. An application for a temporary fireworks stand permit shall be made in writing on forms prescribed by the Development Services Department and filed therewith not later than March 31st of the year for which the permit is requested. If March 31st falls on a weekend, official City holiday, or a day in which City Hall is closed, the application will be due on the next business day when the City is open for business.

B. Such application and permit shall only be issued to a regular member of the stated organization, and he or she shall be held responsible for compliance with all rules and regulations.

C. Permits are not transferable or assignable, shall only be valid for the dates specified in the permit, and shall be subject to all conditions set forth in the permit.

D. A completed permit application package shall include, but not be limited to:

1. Name, residence or physical business address, contact number, email address, proper identification, and signature of an authorized representative of the permit applicant;

2. Copy of the applicant's IRS 501(c)(3) Charitable Organization Determination Letter;

3. The location of the proposed temporary fireworks stand, along with a notarized affidavit from the property owner authorizing locating the stand on such property;

4. Fireworks distributor's (the "company") name, address, telephone number, and point of contact;

5. A copy of the sales tax permit from the California Department of Tax and Fee Administration with the address of the fireworks stand;

6. A copy of a valid State Fire Marshal Retail Fireworks License;

7. A completed City business tax application with the organization's Federal Tax Identification Number (FEIN). The FEIN must match the FEIN in the IRS 501(c)(3)

Charitable Organization Determination Letter;

8. A legible, color copy of a Plot Plan showing the stand location and distances from buildings, structures, or other facilities that may impact the access, circulation or safety of the stand, workers and patrons;

9. Additional information as reasonably required by the City to process the application or the Orange County Fire Authority to evaluate the proposed operation of a temporary fireworks stand by the applicant;

10. A completed liability release and indemnity form pursuant to Section 50.060.100 executed by the individual(s) authorized to bind the organization applying for the permit; and

E. Incomplete or inaccurate applications will be denied.

05.60.050 Permit Issuance

The Development Services Department, or his/ her designee, shall approve or deny each application for a City permit based upon:

A. An assessment of the applicant's proposed operations for compliance with the various provisions of this chapter;

B. If the applicant is a past permit holder, and if the applicant's:

1. Prior compliance with the various provisions of this chapter and any conditions imposed in the prior permit; and if,

2. The applicant's prior safety history in the operation of a temporary fireworks stand; and

C. An assessment of the proposed operation of the stand relative to the protection of the public health, safety, and welfare. Conditions may be imposed on permit issuance in order to ensure compliance with the provisions of this chapter and as determined to be appropriate to protect the public health, safety, and welfare from the potential impacts of the operation of the stand.

5.60.060 Safe and Sane Fireworks

Except as expressly permitted and pursuant to the requirements of this chapter, it shall be unlawful to possess, sell, use, display or discharge, within the City, those fireworks not bearing the seal of the State Fire Marshal and that are defined and classified as "safe and sane fireworks" as prescribed in Section 12529 of the California Health and Safety Code and relevant sections of Title 19, Code of Regulations.

5.60.070 Time Limit on Sales of Fireworks

Retail sales of safe and sane fireworks are authorized in the City for temporary fireworks stand permit holders only on the dates and during the times in this section. Retail sales shall be limited to that time, between the hours of 10:00 a.m. and 10:00 p.m. during the days of July 1st, July 2nd, and July 3rd, and between the hours of 10:00 a.m. and 9:00 p.m. on July 4th of that same year. All sales of fireworks shall cease at 9:00 p.m. on July 4th, until the next calendar year.

5.60.080 Temporary Fireworks Stand Regulations

All temporary fireworks stands, or the display and sale of safe and sane fireworks, shall be located, maintained, and operated subject to the provisions of this chapter.

A copy of the approved application and point of contact information including name, phone number, and email address shall be visibly posted in the stand at all times.

5.60.090 Complying with Application

Any person or organization operating any permitted temporary fireworks stand shall abide by and comply with all matters set forth in the application for such permit, all regulations relating thereto and established by ordinance, all restrictions and conditions imposed by the Development Services Department or his/her designee in granting the permit, and the regulations and conditions under the Orange County Fire Authority permit. Failure to comply with such regulations, conditions, or ordinances is subject to penalty as provided for by law and this code, including, but not limited to, the revocation of any current permit and the denial of a future permit to the violator.

5.60.100 Indemnity and Liability Insurance

A. Indemnification. As a condition to issuance of a permit under this chapter, each permittee shall execute a liability release and indemnity form approved by the City Attorney providing that such permittee will release, indemnify, hold harmless, and defend the City of Los Alamitos, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any nature, that may be asserted by any person or entity from any cause whatsoever arising from the activities of permittee, its subcontractors, employees, volunteers, and/or agents in connection with operation of the stand.

B. As a condition to issuance of a permit under this chapter, prior to the erection of any stand, each permittee shall procure and maintain in full force and effect during the term of the permit a policy of commercial general liability insurance acceptable to the City, which provides coverage against claims for injuries to persons or damages to property which may arise from or in connection with the operations in and about the stand and

premises. Such policy shall provide coverage on a per occurrence basis and be in such amount determined by the City Manager or designee to be necessary under the circumstances, which amount shall not be less than \$1,000,000.00 per occurrence, and shall be endorsed to name the City, its officers, officials, agents, employees and volunteers as additional insureds and that the permittee's insurance is primary and non-contributory as respects the City. No permit issued hereunder shall be effective until proof of the required insurance is submitted to the City. The City Manager or designee is authorized to promulgate rules or requirements regarding acceptable insurance carriers, provisions, endorsements, and/or forms acceptable to the City.

5.60.110 Location of Temporary Fireworks Stands

A. No temporary fireworks stand shall be erected or maintained in such a manner so as to cause an undue hazard to itself or adjoining property or to the persons working within the stand.

B. No temporary fireworks stand shall be permitted within 1,000 feet of any City park or facility.

5.60.120 Exits and Locking Devices

Each temporary fireworks stand erected shall have not less than two exits. Such exits shall be so placed as to provide immediate egress from either end of the stand. Exit doors shall only be locked in such a manner as to be readily openable from the interior without special knowledge, effort or tools, including keys.

5.60.130 Fire Extinguisher

There shall be maintained in each temporary fireworks stand within which fireworks are sold or offered for sale an approved Class 2A fire extinguisher. Whenever a temporary fireworks stand is being provided with electrical power from a gasoline-powered generator, an additional 10BC, dry chemical, fire extinguisher shall be installed. Fire extinguishers shall be placed and maintained in locations that are readily accessible for use, and each person who intends to assist in the operation of a temporary fireworks stand will receive instruction on their location and use.

5.60.140 Overnight Habitation Prohibited

There shall be no overnight sleeping by owners, personnel, or anyone within the temporary fireworks stand. Nighttime watch service may be permitted, provided persons shall be no closer than 50 feet from the stand.

5.60.150 Sale, Possession and Discharge of Fireworks

A. Safe and sane fireworks as defined in Section 5.60.060 of this chapter may be discharged within the City only on July 4th of each year between the hours of 10:00 a.m.

and 10:00 p.m.

B. Unless expressly authorized in this code or under state or federal law, no person shall sell, offer for sale, purchase, possess, store, use or discharge fireworks of any kind in the City.

C. No person engaged in the business of the sale or disposition of fireworks shall sell, furnish, give, or cause to be sold, furnished or given away, any fireworks as defined in Section 5.60.060, to any person under the age of 18 years.

D. No person under the age of 18 years shall purchase any fireworks, as defined in Section 5.60.060.

E. No person under the age of 18 years shall use or discharge any fireworks within the City except when under the direct supervision and in the presence of an adult.

F. No person shall use or discharge any fireworks on any commercial, industrial, or publicly owned parcel within the City.

G. Except to the extent that safe and sane fireworks are authorized pursuant to this chapter, no person shall sell, offer for sale, purchase, possess, store, use, or discharge any fireworks in the City.

H. Except to the extent that safe and sane fireworks are authorized pursuant to this chapter, no person shall cause or allow the sale, purchase, possession, storage, use, or discharge of any fireworks on property that such person owns or controls.

I. No person shall allow the use or discharge of any safe and sane fireworks within 10 feet of any residence, dwelling, or other structure.

J. As used in this chapter, the term “fireworks” shall include all fireworks as defined in Sections 12505 and 12511 of the California Health and Safety Code.

K. Following the discharge of any fireworks, after they have sufficiently cooled, shall be placed in the black garbage containers. The period to wait for fireworks to cool should be no sooner than the next morning; unless water is used for cooling.

L. Nothing in this chapter shall preclude the City of Los Alamitos from presenting a “public display of fireworks,” as that term is defined in California Health and Safety Code Section 12524 or any successor provision thereto.

5.60.160 Appeal Provisions

An applicant may appeal any permit condition, denial, revocation or suspension to the City Manager within 10 days from the date of the action, by filing a notice of appeal in writing to the City Clerk. The City Manager or his/her designee will review the appeal de

novo, and may grant or deny the permit, reinstate the permit, and impose reasonable conditions as the City Manager or designee may determine to be appropriate. Prior to making a decision the City Manager or designee may request additional information from the applicant or City staff. The decision of the City Manager will be final.

5.60.170 Seizure and Disposal of Fireworks

The City Manager, or his/ her designee, or any appropriate law enforcement authority shall have the authority to seize, take, remove, cause to be removed, and dispose of all fireworks sold, offered for sale, purchased, possessed, used, or held in violation of this chapter or otherwise constituting a fire nuisance. Any seizure, removal, or disposal of fireworks pursuant to this section shall occur in compliance with all applicable statutory, constitutional, and decisional law. In addition to any applicable penalties, fines, or available remedies, the owner and possessor of the fireworks shall be liable to the City for the actual costs of seizure, removal, and disposal of such fireworks.

5.60.180 Administrative Penalty

Any person, firm or corporation violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of this code. The administrative fine for a violation of this chapter shall be assessed in the amount provided as follows:

Number of offences in 1-year period	Amount of Administrative Penalty
First	\$1,000.00
Second	\$2,000.00
Third	\$3,000.00

5.60.190 Suspension and Revocation

A. The City Manager or his/her designee, or any appropriate law enforcement authority, may immediately suspend a permit and close a temporary fireworks stand, upon determining that the operation of the stand creates an imminent or substantial danger to the public health, safety or welfare.

B. The City Manager or his/her designee may revoke any temporary fireworks stand permit when it is determined that the permittee has: (1) failed to comply with any provisions of this chapter; (2) violated any condition of its temporary fireworks stand permit; (3) operated or is operating a temporary fireworks stand in a manner which causes or threatens to cause a danger to the public health, safety or welfare.

C. Any determination to immediately suspend or revoke a permit and close a stand shall be deemed final upon issuance, and subject to immediate judicial review.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion

of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

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

DocuSigned by:

AF57F110E7A146D...
Shelley Hasselbrink, Mayor

ATTEST:

DocuSigned by:

54BCC26B4CA8409...
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

D2A022F0E4DF418...
Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at an adjourned regular meeting of the City Council on the 14th day of November, 2022 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 19th day of December, 2022, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS: Chirco, Doby, Hasselbrink, Nefulda
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Murphy
ABSTAIN: COUNCIL MEMBERS: None

DocuSigned by:

54BCC26B4CA8400...
Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 10E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Annual Comprehensive Financial Report

SUMMARY

For City Council consideration is the receipt of the fiscal year 2021-2022 audit reports.

RECOMMENDATION

Receive and file the annual audit reports for fiscal year 2021-2022, including the Annual Comprehensive Financial Report (ACFR) and Report on Applying Agreed-Upon Procedures Appropriations Limit Worksheets (GANN AUP).

BACKGROUND

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

DISCUSSION

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report (CAFR) for the fiscal years ended June 30, 2021, 2020, and 2019 . The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting.

The award is valid for a period of one year only. Staff believes the current fiscal year 2021-2022 ACFR continues to meet the award program's requirements and will be submitted again to the GFOA. If the City receives the award for fiscal year 202021-2022, this would mark eight consecutive years since 2015.

In October 2021, the GFOA issued Statement No. 98, Annual Comprehensive Annual Report, officially changing the name and acronym from CAFR to ACFR (Annual Comprehensive Financial Report). The name has been changed to reflect currently approved terminology.

The ACFR reflects a Net Position for FY2021-22 (difference between revenues and expenditures) was \$4.2

million. This exceeds the budgeted surplus of \$963K, with \$2.2 million higher in revenues received for sales tax and \$960K overall lower department expenditures. The City's General Fund balance on June 30, 2022, was \$16.8 million. This includes assigned set asides of \$4.2 million, \$3.6 million for PERS and \$500K for OPEB funding.

The award criteria and components of the ACFR include an introductory section (unaudited), a financial section (government - wide, fund, and proprietary fund financial statements), required supplementary information (unaudited), information on the nonmajor government and internal service funds, and a statistical section (unaudited).

In addition to the ACFR, the City will also need to issue a Single Audit Compliance Report for FY2021-22. The Single Audit is required when expenditures of federal funds exceed \$750,000 for the fiscal year. The expenditures that qualify were related to ARPA funds and were issued in response to the Los Al Bucks program participation, and qualifying CDBG capital project expenditures.

Also included with the ACFR is the auditor's GANN Report on Applying Agreed-Upon Procedures Appropriations Limit Worksheets (GANN AUP).

FISCAL IMPACT

None.

- Attachment:
1. Los Alamitos Annual Comprehensive Financial Report (2022)
 2. Independent Accountants' Report on Applying Agreed-Upon Procedures Appropriations Limit Worksheets

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

FISCAL YEAR ENDED JUNE 30, 2022



My City  My Los Al

City of Los Alamitos

Los Alamitos, California

Annual Comprehensive Financial Report

For the Fiscal Year Ended June 30, 2022

Prepared by the
Finance Department of Los Alamitos

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City of Los Alamitos
Annual Comprehensive Financial Report
For the Year Ended June 30, 2022

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For the Year Ended June 30, 2022

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February 7, 2023

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of Los Alamitos (the City) for the fiscal year ended June 30, 2022.

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

The City's financial statements have been audited by Gruber and Lopez, Inc., a firm of certified public accountants. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion on the City's financial statements for the fiscal year ended June 30, 2022. The independent auditor's report is presented as the first component of the financial section of this report.

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

City of Los Alamitos Profile

The City of Los Alamitos, which has a population of 11,780, is 4.3 square miles, and is located in the northwest section of Orange County. The City is strategically located in Southern California, 30 miles from downtown Los Angeles and 10 miles from Anaheim. The City is 10 miles northeast of the seaport terminal of Long Beach, and 13 miles northeast of the Port of Los Angeles. Neighboring communities include Long Beach, Seal Beach, Cypress and Garden Grove.

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

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

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

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

Economic Outlook

Fiscal Year 2022 will continue to be known as the year of recovery, and most business sectors have recovered to the pre-pandemic levels. However, this does not mean that the economy will not face challenges in the coming year. Inflation remains elevated, reflecting imbalances within supply and demand related to the pandemic. Global unrest is present and the resulting hardships have unknown implications on the U.S. economy at this time.

The U.S. Treasury has made a number of recent moves to counter the growth of inflation, representing the most aggressive rate hike campaign by the Federal government since 2005. According to the latest forecast provided by the City's Sales Tax consultant (HdL), a slowdown is expected at the end of calendar year 2022 and into the early quarters of calendar year 2023. As such, the budget has been prepared using a conservative approach and factoring in adjustments that would be reflective of an economic slowdown.

As we transition to Fiscal Year 2022-23, the annual operating budget is balanced, with operating revenues of \$21,348,825 and operating expenditures of \$20,367,325, resulting in an estimated surplus of \$981,500. General Fund balance reserves are projected to total approximately \$16.8 million on July 1, 2022. The City Council reviews its Fund Balance Policy once the books have been closed for the prior fiscal year. The most recent Fund Balance Policy established set aside reserves for CalPERS reserves (\$3.62 million), and other post-employment benefits (OPEB) (\$500,000).

Long-Term Financial Planning and Major Initiatives

Following the adoption of the FY2020-21 budget, the City Council and the residents of Los Alamitos took action. After the City Council unanimously voted to place a revenue measure on the ballot, residents voted to enact a 1.5% sales tax that would be dedicated to ensuring essential services and Los Alamitos residents' quality of life. This new revenue source will allow for the city to continue to provide the needed services to the community, while addressing infrastructure deficiencies.

To further solidify the City's commitment to responsible stewardship of this new revenue, the City Council unanimously approved a Fiscal Sustainability Pledge (FSP). The pledge highlighted specific operations and programs the City Council intended to target in the event of passage of Measure Y, and included Public Safety, essential community services, infrastructure, and stimulating local economic growth. The passage of Measure Y, which is estimated to generate approximately \$5 million in additional revenue, significantly altering the outcome of the previous projections.

As of June 30, 2022, the City's General Fund had fund balance unassigned and assigned of approximately \$16.8 million. Of this amount, \$3.6 million is designated for PERS reserves, and \$500,000 is designated for retiree medical insurance benefits. Non-spendable fund balance consists primarily of prepaid amounts for the 2022-23 Fiscal Year, which were paid during the 2021-22 Fiscal Year.

Annually, the City updates a seven (7) year Capital Improvement Program (CIP). The Capital Improvement Program for Fiscal Year 2022-23 totals \$4,222,269, which includes \$215,000 carried forward from Fiscal Year 2021-22. Projects include, but are not limited to, Phase II Street Improvements and Sterns Park funded by Measure Y, and the New Dutch Haven and Bloomfield Street Improvement Projects. The Capital Improvement Program continues to provide a significant amount of funding for streets.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2021. The City received this award for publishing an easily readable and efficiently organized CAFR that satisfied both GAAP and applicable legal requirements.

In October 2021, the GFOA issued Statement No. 98, Annual Comprehensive Annual Report, officially changing the name and acronym from CAFR to ACFR (Annual Comprehensive Financial Report). The name has been changed to reflect current approved terminology.

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

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

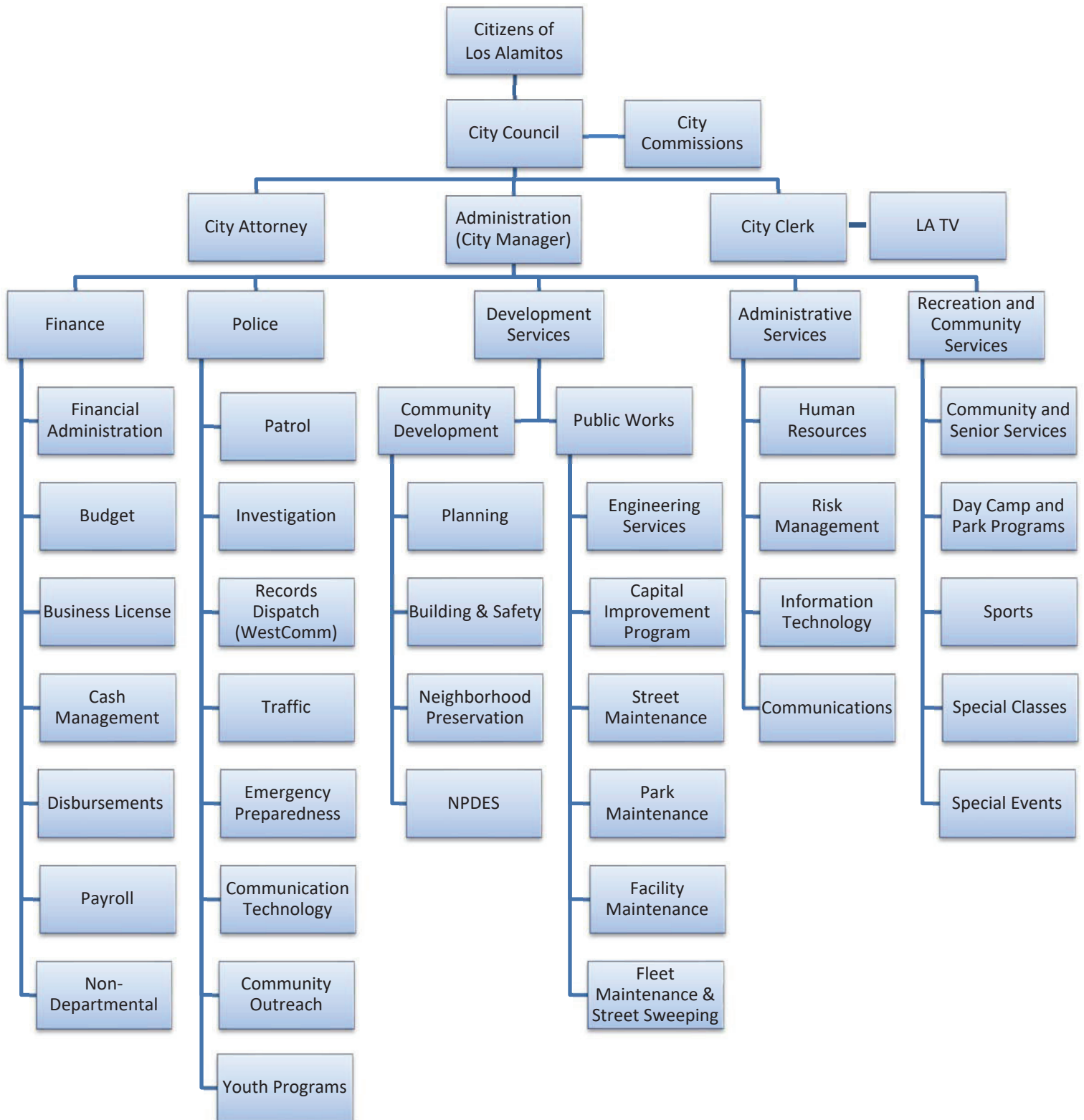
Respectfully submitted,



Craig Koehler
Finance Director

CITY OF LOS ALAMITOS

Organization



CITY OF LOS ALAMITOS

DIRECTORY OF OFFICIALS (as of June 30, 2022)

CITY COUNCIL

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

APPOINTED OFFICIALS

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

EXECUTIVE MANAGEMENT

Chris Kelly, City Engineer
Chelsi Wilson, Administrative Services Manager
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Michael Clayborn, Chief of Police



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Los Alamitos
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morill

Executive Director/CEO

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

Independent Auditors' Report

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Los Alamitos, California's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Los Alamitos, California, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 1 to the basic financial statements, the City adopted the provisions of Governmental Accounting Standards Board Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Los Alamitos, California's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Los Alamitos, California's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Los Alamitos, California's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of proportionate share of the net pension liability and related ratios, schedule of plan contributions – defined benefit pension plan, schedule of changes in the net OPEB liability and related ratios, schedule of plan contributions – OPEB plan, and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Los Alamitos, California's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary schedules, and financial data schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, budgetary schedules, and financial data schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

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

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 6, 2023, on our consideration of the City of Los Alamitos, California's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Los Alamitos, California's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Los Alamitos, California's internal control over financial reporting and compliance.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
February 6, 2023

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MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the City of Los Alamitos ("City") offers readers of the City's financial statements this narrative overview and analysis of the City's financial activities for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that is provided in our letter of transmittal. The presentation of the City's financial data in this analysis and statements will differ from the City's budget, in that the analysis and statements are required to follow Governmental Accounting Standards Board Statement Number 34 and other Statements to allocate costs associated with capital related items, long-term debt transactions, accrued interest, compensated absences internal service fund activity, and depreciation to the various functions of the City; whereas the City's budget is an operational financial plan for the upcoming fiscal year.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

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

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

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

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other local governments, uses fund accounting to ensure and

demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

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

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

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

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

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

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

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

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

Government-wide Financial Analysis

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

TABLE 1
Net Position

	Governmental Activities - June 30,	
	2021	2022
Current and other assets	\$ 19,033,063	\$ 23,872,535
Capital assets	<u>18,966,258</u>	<u>19,871,393</u>
Total assets	37,999,321	43,743,928
Deferred outflows of resources	6,862,828	11,377,136
Current liabilities	1,651,802	3,002,887
Noncurrent liabilities:		
Long-term debt	3,799,410	3,767,244
Net OPEB liability	6,694,357	6,356,967
Net pension liability	<u>22,139,759</u>	<u>14,540,568</u>
Total liabilities	34,285,328	24,664,779
Deferred inflows of resources	2,408,655	13,752,394
Net position:		
Net investment in capital assets	15,623,413	16,607,237
Restricted	2,152,916	1,852,612
Unrestricted	<u>(9,608,245)</u>	<u>(4,758,845)</u>
Total net position	<u>\$ 8,168,084</u>	<u>\$ 13,701,004</u>

The City's assets and deferred outflows exceeded liabilities and deferred inflows by \$13,701,004 as of June 30, 2022, an increase of \$5,532,920 from June 30, 2021.

The largest portion of the City's net position reflects its investment in capital assets (i.e., land, buildings, machinery, equipment and infrastructure), net of any related debt that is still outstanding used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Unrestricted net position had a deficit balance of \$4.759 million as of June 30, 2022, which relates to the City's net pension liability and OPEB liability. The City has set-aside \$3.62 million for its unfunded pension liability and \$500,000 for its OPEB liability. However, since these funds are not held in an irrevocable trust the net pension liability has not been reduced to account for these funds that have been set-aside.

A condensed summary of activities for the period ended June 30, 2022 and the prior fiscal year is illustrated in Table 2 below.

TABLE 2
Changes in Net Position

	Governmental Activities - June 30,	
	2021	2022
Revenues		
Program revenues:		
Charges for services	\$ 2,272,437	\$ 1,036,292
Operating contributions and grants	1,872,432	676,663
Capital contributions and grants	241,536	308,236
General revenues:		
Taxes:		
Property taxes	4,454,779	4,731,563
Utility users tax	1,834,203	2,122,966
Sales taxes	4,854,583	9,670,952
Franchise taxes	725,261	10,170,638
Business licenses	885,569	728,490
Other taxes	548,278	639,883
Investment income	77,885	(665,298)
Other	752,389	83,209
Total revenues	<u>18,519,352</u>	<u>29,503,594</u>
Expenses		
General government	3,493,213	2,547,885
Public safety	7,134,874	6,382,127
Community development	956,687	1,343,945
Recreation and community services	1,471,231	2,043,092
Public works	2,907,145	3,225,592
Interest on long-term debt	330,585	138,286
Total expenditures	<u>16,293,735</u>	<u>15,680,927</u>
Change in net position	2,225,535	6,548,846
Net position, beginning, as restated	<u>5,942,549</u>	<u>7,152,158</u>
Net position, ending	<u>\$ 8,168,084</u>	<u>\$ 13,701,004</u>

Governmental Activities. Governmental activities increased the City's net position by \$5,532,920 compared to a net increase of \$2,225,535 in the prior year. Key elements of this year's activity in relation to the prior year are as follows:

Revenues

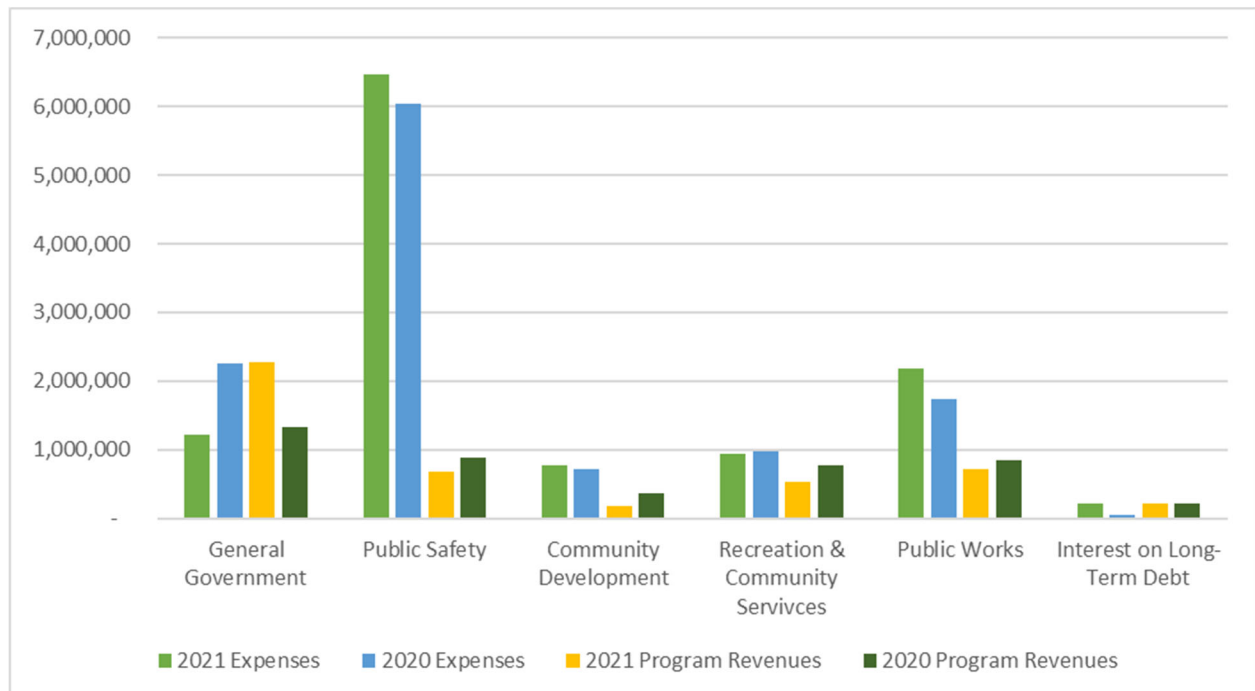
While variances between years exist for the various revenue categories, the total net increase was \$10,984,242, which is largely attributable to the \$4,816,369 increase in sales tax. This was attributable to the passage of Measure Y 1.5%, Local Sales Tax.

Expenses:

Although variances between years exist for the various expense functions, the total net decrease was \$612,808. Decreased expenditures were recognized in Public Safety, and interest and fiscal charges. Table 3 below presents the cost of each of the City's six largest programs-general government, public safety, community development, recreation and community services, public works, and interest and fiscal charges as well as their respective program revenues.

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

TABLE 3
Expenses and Program Revenues



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

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

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

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

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of \$19,255,631, an increase of 3,388,299 (21%) from the prior fiscal year's balance. Of this amount, \$243,462 or 1% of fund balance is constrained by the City's intent to utilize fund balance for specific purposes, which is reported within the fund balance classification *assigned*. Additionally, \$2,353,211 or 12% of fund balance is restricted, which represents the portion of fund balance that is subject to externally enforceable limitations by law, enabling legislation or limitations imposed by creditors or grantors.

The fund balance of the City's General Fund increased by \$4,442,701 during the fiscal year compared to a \$3,334,055 increase in the prior year. The increase in the current year is primarily attributable to the increase in sales tax revenue.

The Traffic Improvement Capital Project Fund increased by \$217,981 during the fiscal year compared to a \$216,373 increase in the prior year. This is primarily due to increased revenue from building permit fees.

Other governmental funds realized an increase in fund balance of \$390,774. While variances between years exist for the various nonmajor governmental funds, the net increase was primarily attributable to an increase in funding for Measure M and State Gas Tax, in other restricted amounts.

General Fund Budgetary Highlights

Actual revenues were \$2,255,980 more than the final budgeted amount, which is primarily due to increased property and sales tax and intergovernmental charges. The expenditures for the General Fund at fiscal year-end were \$960,528 less than the final budgeted expenditures, which is primarily due to a decrease in public safety resulting from vacant positions.

No budget amendments were made during the fiscal year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. At the end of Fiscal Year 2021-22, the City had \$19.9 million invested in capital assets, including land, buildings, infrastructure, and equipment. This amount represents a net increase of \$905,135, which is primarily due to increases in vehicles, infrastructure, and construction in progress.

TABLE 4
City of Los Alamitos Capital Assets Net of Depreciation

	Governmental Activities	
	2021	2022
Land	\$ 5,917,715	\$ 5,917,715
Buildings and Improvements	758,692	716,299
Equipment	254,610	321,731
Vehicles	117,529	287,014
Infrastructure	11,292,992	11,510,215
Construction in progress	624,720	1,118,419
Totals	<u>\$ 18,966,258</u>	<u>\$ 19,871,393</u>

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

Long-term liabilities. At the end of fiscal year 2021-22, the City had \$4.1 million in long-term liabilities which includes outstanding bond indebtedness of \$3.35 million along with a capital lease, claims payable and compensated absences. The net increase of \$80,006 over the prior year is primarily due to a net increase in compensated absences.

TABLE 5
City of Los Alamitos Long-Term Liabilities

	Governmental Activities	
	2021	2022
2015 Certificates of participation	\$ 3,342,845	\$ 3,350,121
Capital lease - police vehicles	68,008	62,238
Claims payable	150,663	222,973
Compensated absences	481,842	488,032
Total liabilities	<u>\$ 4,043,358</u>	<u>\$ 4,123,364</u>

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

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The economy will face challenges in the coming year. Inflation will be a major factor, reflecting imbalances with supply and demand related to the pandemic. The U.S. Treasury will be countering the growth with planned rate hikes. Other factors include supply chain shortages, and global unrest, that will result in hardships and unknown implications on the U.S. economy. According to HdL, the City Sales Tax Consultant, a slowdown is predicted in the later part of 2022 and into to 2023. As such, the budget was prepared using a conservative approach.

On June 13, 2022, the 2021-22 City Budget was adopted. The annual operating budget is balanced, with operating revenues of \$21,348,825 and operating expenditures of \$20,367,325, resulting in an estimated surplus of \$981,500.

Following the adoption of the FY2020-21 budget, the City Council and the residents of Los Alamitos took action. After the City Council unanimously voted to place a revenue measure on the ballot, residents voted to enact a 1.5% sales tax that would be dedicated to ensuring essential services and Los Alamitos residents' quality of life. This new revenue source will allow for the city to continue to provide the needed services to the community, while addressing infrastructure deficiencies.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

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

BASIC FINANCIAL STATEMENTS

GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF LOS ALAMITOS

Statement of Net Position

June 30, 2022

	<u>Governmental Activities</u>
ASSETS	
Current assets:	
Cash and investments (Note 3)	\$ 21,302,076
Receivables	
Accounts	728,406
Due from employees	1,531
Due from other governments	1,837,614
Prepaid costs	2,659
Cash and investments - restricted (Note 3)	<u>249</u>
Total current assets	<u>23,872,535</u>
Noncurrent assets:	
Capital assets: (Note 5)	
Non-depreciable	7,099,135
Depreciable, net	<u>12,772,258</u>
Total capital assets	<u>19,871,393</u>
Total noncurrent assets	<u>19,871,393</u>
Total assets	<u>43,743,928</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding	85,965
Pension deferrals (Note 9)	8,980,782
OPEB deferrals (Note 10)	<u>2,310,389</u>
Total deferred outflows of resources	<u>11,377,136</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Net Position (Continued)
June 30, 2022

	Governmental Activities
LIABILITIES	
Current liabilities:	
Accounts payable	910,958
Accrued liabilities	335,009
Accrued interest	32,109
Unearned revenue	1,305,392
Deposits payable	63,299
Compensated absences, due within one year (Note 6)	181,844
Bonds payable, due within one year (Note 7)	89,434
Capital leases, due within one year (Note 7)	12,967
Claims payable, due within one year (Note 12)	71,875
Total current liabilities	<u>3,002,887</u>
Noncurrent liabilities:	
Compensated absences (Note 6)	306,188
Bonds payable (Note 7)	3,260,687
Capital leases (Note 7)	49,271
Claims payable (Note 12)	151,098
Other post-employment benefits liability (Note 10)	6,356,967
Net pension liability (Note 9)	14,540,568
Total noncurrent liabilities	<u>24,664,779</u>
Total liabilities	<u>27,667,666</u>
DEFERRED INFLOWS OF RESOURCES	
Pension deferrals (Note 9)	12,212,746
OPEB deferrals (Note 10)	1,539,648
Total deferred inflows of resources	<u>13,752,394</u>
NET POSITION	
Net investment in capital assets	16,607,237
Restricted for:	
Cable television	73,947
Transportation	598,590
Public safety	323,343
Air quality	123,361
Parks	733,371
Total restricted	<u>1,852,612</u>
Unrestricted (Deficit)	<u>(4,758,845)</u>
Total net position	<u>\$ 13,701,004</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Activities

For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues			
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Program Revenue
Governmental activities:					
General government	\$ 2,547,884	\$ 1,034,978	\$ 1,314	\$ -	\$ 1,036,292
Public safety	6,382,127	410,622	430,502	-	841,124
Community development	1,343,945	2,512	4,667	-	7,179
Recreation and community services	2,043,092	892,015	-	-	892,015
Public works	3,225,592	156	240,180	308,236	548,572
Interest and fiscal charges	<u>138,286</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total governmental activities	<u>\$ 15,680,926</u>	<u>\$ 2,340,283</u>	<u>\$ 676,663</u>	<u>\$ 308,236</u>	<u>\$ 3,325,182</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Activities (Continued)
For the Year Ended June 30, 2022

<u>Functions/Programs</u>	<u>Net (expense) Revenue and Changes in Net Position</u>
Governmental activities:	
General government	\$ (1,511,592)
Public safety	(5,541,003)
Community development	(1,336,766)
Recreation and community services	(1,151,077)
Public works	(2,677,020)
Interest and fiscal charges	(138,286)
Total governmental activities	<u>(12,355,744)</u>
General revenues:	
Taxes:	
Property taxes, levied for general purpose	4,731,563
Utility users tax	2,122,966
Transient occupancy tax	522,187
Sales taxes	9,670,952
Franchise fees	1,070,638
Business license taxes	728,490
Other taxes	639,883
Total taxes	19,486,679
Investment earnings	(665,298)
Other	83,209
Total general revenues	<u>18,904,590</u>
Change in net position	6,548,846
Net position - beginning of year (as restated Note 15)	<u>7,152,158</u>
Net position - end of year	<u>\$ 13,701,004</u>

See accompanying notes to the basic financial statements.

FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements
Proprietary Fund Financial Statements

GOVERNMENTAL FUND FINANCIAL STATEMENTS

The Governmental Funds of the City are outlined below:

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

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

CITY OF LOS ALAMITOS

Balance Sheet

Governmental Funds

June 30, 2022

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS			
Cash and investments (Note 3)	\$ 16,387,360	\$ 2,805,469	\$ 19,192,829
Receivables:			
Accounts	710,628	5,676	716,304
Due from employees	1,531	-	1,531
Due from other governments	1,769,808	67,806	1,837,614
Prepaid costs	2,659	-	2,659
Cash and investments - restricted (Note 3)	<u>-</u>	<u>249</u>	<u>249</u>
Total assets	<u>\$ 18,871,986</u>	<u>\$ 2,879,200</u>	<u>\$ 21,751,186</u>
OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 543,286	\$ 247,255	\$ 790,541
Accrued liabilities	335,009	-	335,009
Unearned revenues	1,168,613	136,779	1,305,392
Deposits payable	<u>50,743</u>	<u>12,556</u>	<u>63,299</u>
Total liabilities	<u>2,097,651</u>	<u>396,590</u>	<u>2,494,241</u>
Deferred Inflows of Resources:			
Unavailable revenue	<u>1,314</u>	<u>-</u>	<u>1,314</u>
Total deferred inflows of resources	<u>1,314</u>	<u>-</u>	<u>1,314</u>
Fund Balances: (Note 14)			
Nonspendable	4,190	-	4,190
Restricted	-	2,353,211	2,353,211
Committed	2,620	119	2,739
Assigned	4,195,979	243,462	4,439,441
Unassigned (Deficit)	<u>12,570,232</u>	<u>(114,182)</u>	<u>12,456,050</u>
Total fund balances	<u>16,773,021</u>	<u>2,482,610</u>	<u>19,255,631</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 18,871,986</u>	<u>\$ 2,879,200</u>	<u>\$ 21,751,186</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

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

June 30, 2022

Total Fund Balances - Total Governmental Funds	\$ 19,255,631
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Amounts reported for governmental activities in the Statement of Net Position were reported differently because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet.

Nondepreciable	7,099,134	
Depreciable, net of Internal Service Fund of \$719,045	<u>12,053,214</u>	
Total capital assets		19,152,348

Internal Service Funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, street, parks, and pool capital expenditures; and self-insurance costs to individual funds. The assets and liabilities of the Internal Service Funds were included in the governmental activities in the Government-wide Statement of Net Position.

Total Internal Service Funds	2,433,487
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Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the Statement of Net Position:

Bonds payable	(3,245,000)	
Interest payable, net of Internal Service Fund of \$1,279	(30,830)	
Unamortized bond premium	(105,121)	
Deferred charge on refunding	85,965	
Compensated absences	<u>(488,032)</u>	(3,783,018)

Certain revenues were not available to pay for current-period expenditures and, therefore, were deferred in funds.	1,314
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Deferred amounts relates to pension not available for current expenditures and are not reported in the governmental fund financial statements:

Pension related deferred outflows of resources	8,980,782
Pension related deferred inflows of resources	(12,212,746)

Net pension liability is not due and payable in the current period and therefore is not reported in the governmental funds.	(14,540,568)
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Deferred amounts relates to other postemployment benefits not available for current expenditures and are not reported in the governmental fund financial statements:

OPEB related deferred outflows of resources	2,310,389
OPEB related deferred inflows of resources	(1,539,648)

Net OPEB liability is not due and payable in the current period and therefore is not reported in the governmental funds.	<u>(6,356,967)</u>
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Net position of governmental activities	<u>\$ 13,701,004</u>
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CITY OF LOS ALAMITOS

Statement of Revenues, Expenditures, and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2022

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
REVENUES:			
Taxes	\$ 18,828,358	\$ 658,321	\$ 19,486,679
Licenses and permits	1,034,975	-	1,034,975
Intergovernmental	263,721	435,775	699,496
Charges for services	904,437	156	904,593
Investment earnings (loss)	(684,765)	19,466	(665,299)
Fines and forfeitures	382,498	18,214	400,712
Program revenues	-	284,090	284,090
Miscellaneous	40,826	448	41,274
Total revenues	<u>20,770,050</u>	<u>1,416,470</u>	<u>22,186,520</u>
EXPENDITURES:			
Current:			
General government	2,972,137	20,580	2,992,717
Public safety	6,617,305	-	6,617,305
Community development	1,292,094	-	1,292,094
Recreation and community services	1,911,542	-	1,911,542
Public works	2,801,366	150,246	2,951,612
Capital outlay	73,762	882,769	956,531
Debt service:			
Principal	-	80,000	80,000
Interest and fiscal charges	-	130,494	130,494
Total expenditures	<u>15,668,206</u>	<u>1,264,089</u>	<u>16,932,295</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>5,101,844</u>	<u>152,381</u>	<u>5,254,225</u>
OTHER FINANCING SOURCES (USES):			
Transfers in (Note 4)	375,000	453,500	828,500
Transfers out (Note 4)	(1,303,500)	(375,000)	(1,678,500)
Total other financing sources (uses)	<u>(928,500)</u>	<u>78,500</u>	<u>(850,000)</u>
NET CHANGE IN FUND BALANCE	4,173,344	230,881	4,404,225
Fund balances, beginning of year, as restated (Note 15)	<u>12,599,677</u>	<u>2,251,729</u>	<u>14,851,406</u>
Fund balances, end of year	<u>\$ 16,773,021</u>	<u>\$ 2,482,610</u>	<u>\$ 19,255,631</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and
Changes in Fund Balance to the Governmental-wide Statement of Activities
For the Year Ended June 30, 2022

Net Change in Fund Balances - Total Governmental Funds **\$ 4,404,225**

Governmental activities in the Statement of Activities were reported differently because:

Governmental Funds report capital outlay as expenditures. However, in the Government-wide Statement of Activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. The amount of capital assets recorded in the current period is listed below.

Total capital outlay expenditures reported in governmental funds	\$ 957,075	
Plus: repair and maintenance expenditures capitalized	<u>99,840</u>	
Total capital outlay		1,056,915

Depreciation expense of capital assets is reported in the Government-wide Statement of Activities, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in the governmental funds except for the Internal Service fund amount listed below.

Total depreciation reported in Government-wide Statement of Activities	(457,336)	
Less: depreciation reported in the Internal Service Fund	<u>105,446</u>	
Total		(351,890)

Earned but unavailable revenues reported in the governmental funds balance sheet as deferred inflows of resources should be recognized in the Government-wide Statement of Activities as revenue regardless of availability.		1,312
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Certain pension expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		1,394,778
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Certain other postemployment benefit expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(281,801)
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Compensated absences were reported in the Government-wide Statement of Activities, but they did not require the use of current financial resources. Therefore, compensated absences were not reported as expenditures in the governmental funds.		(6,190)
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The issuance of long-term debt provides current financial resources to governmental funds. However, the repayment reduces long-term liabilities in the governmental activities Statement of Net Position.		80,000
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Amortization of deferred charge on refunding does not use current financial resources and therefore not reported as expenditures in the governmental funds.		551
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Internal Service Funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, street, parks, and pool capital expenditures; and self-insurance costs to individual funds. The net revenue of the Internal Service Funds is reported in governmental activities.		<u>250,946</u>
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Change in net position of governmental activities		<u>\$ 6,548,846</u>
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PROPRIETARY FUND FINANCIAL STATEMENTS

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

CITY OF LOS ALAMITOS
Statement of Net Position
Proprietary Funds
June 30, 2022

	Governmental Activities
	Internal Service Funds
ASSETS	
Current assets:	
Cash and investments (Note 3)	\$ 2,109,247
Account receivables	12,102
Total current assets	<u>2,121,349</u>
Noncurrent assets:	
Capital assets - net of accumulated depreciation (Note 5)	719,045
Total noncurrent assets	<u>719,045</u>
Total assets	<u>2,840,394</u>
LIABILITIES	
Current liabilities:	
Accounts payable	120,417
Accrued interest	1,279
Accrued claims and judgements	71,875
Capital leases (Note 7)	12,967
Total current liabilities	<u>206,538</u>
Long-term liabilities:	
Accrued claims and judgements	151,098
Capital leases (Note 7)	49,271
Total long-term liabilities	<u>200,369</u>
Total liabilities	<u>406,907</u>
NET POSITION	
Net investment in capital assets	706,078
Unrestricted	1,727,409
Total net position	<u>\$ 2,433,487</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the year ended June 30, 2022

	Governmental Activities
	Internal Service Funds
OPERATING REVENUES:	
Charges for services	
Garage	\$ 316,840
Police capital	40,000
Technology replacement	190,000
Miscellaneous	41,940
Total operating revenues	<u>588,780</u>
OPERATING EXPENSES:	
Supplies and materials	340,220
Outside services	170,517
Claims expense	563,308
Depreciation	105,446
Total operating expenses	<u>1,179,491</u>
OPERATING INCOME	<u>(590,711)</u>
NON-OPERATING REVENUES (EXPENSES):	
Interest expense	(8,343)
Total non-operating revenues (expenses)	<u>(8,343)</u>
INCOME BEFORE TRANSFERS	(599,054)
Transfers in (Note 4)	850,000
Total transfers	<u>850,000</u>
Change in net position	250,946
Net position, beginning of year	2,182,541
Net position, end of year	<u>\$ 2,433,487</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Cash Flows

Proprietary Funds

For the year ended June 30, 2022

	Governmental Activities
	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:	
Receipts from interfund charges for garage services	\$ 316,840
Receipts from interfund charges for police capital services	40,000
Receipts from interfund charges for technology replacement services	190,000
Payments to suppliers and service providers	(935,505)
Cash received from (payments to) others	41,940
Net cash provided (used by) operating activities	<u>(346,725)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:	
Transfers in	850,000
Net cash provided (used by) non-capital financing activities	<u>850,000</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Acquisition and construction of capital assets	(305,559)
Principal paid on capital debt	(5,570)
Interest paid on capital debt	(8,572)
Net cash provided (used by) capital and related financing activities	<u>(319,701)</u>
Net increase (decrease) in cash and cash equivalents	183,574
Cash and equivalents, beginning of year	1,925,673
Cash and equivalents, end of year	<u>\$ 2,109,247</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:	
Operating income (loss)	\$ (590,711)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Depreciation	105,446
Changes in operating assets and liabilities:	
(Increase) decrease in accounts receivable	(4,146)
Increase (decrease) in accounts payable	70,376
Increase (decrease) in claims and judgements	72,310
Total adjustments	<u>243,986</u>
Net cash provided (used) by operating activities	<u>\$ (346,725)</u>

See accompanying notes to the basic financial statements.

NOTES TO THE BASIC FINANCIAL STATEMENTS

City of Los Alamitos
Notes to the Basic Financial Statements
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies

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

A. Financial Reporting Entity

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

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

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

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

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

B. Basis of Accounting and Measurement Focus

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

Government-Wide Financial Statements

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

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

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

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

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

Fund Financial Statements

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

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

Governmental Funds

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

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

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

- The **General Fund** is used to account for all of the general operations and other financial transactions of the City, which are not accounted for by another fund.

Additionally, the City reports the following fund types:

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

Proprietary Funds

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

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

Government-Wide Financial Statements

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Fund Financial Statements

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

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

Basis of Accounting

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

Revenue – Exchange Transactions

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

Revenue – Non-Exchange Transactions

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Unavailable Revenue

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

Unearned Revenue

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

Expenses/Expenditures

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

Proprietary Funds Operating and Non-Operating Revenues and Expenses

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

C. Cash, Cash Equivalents and Investments

Cash Management

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

Investments Valuation

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

State Investment Pool

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

C. Cash, Cash Equivalents and Investments (Continued)

Cash Equivalents and Cash Flows

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

D. Internal Receivable and Payables

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

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

E. Prepaid Items

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

F. Capital Assets

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

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

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

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

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

G. *Compensated Absences Payable*

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

H. *Long-Term Obligations*

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

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

I. *Claims and Judgments*

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

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

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

J. *Deferred Outflows and Inflows of Resources*

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

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

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

J. Deferred Outflows and Inflows of Resources (Continued)

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

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

K. Net Position

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

- Net Investment in Capital Assets – the portion of net position that is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.
- Restricted – the portion of net position that is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws or other restrictions, which the City cannot unilaterally alter. These principally include funds restricted to community development projects purposes and funds for use in building improvements and governmental grants.
- Unrestricted – the portion of net position that is not restricted as to use.

L. Net Position Flow Assumptions

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

M. Fund Balance

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

- Nonspendable – the portion of a fund balance that includes amounts that cannot be spent because they are either not in a spendable form, such as prepaid items, inventories, or loans receivable.
- Restricted – the portion of a fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors (such as through debt covenants, grantors, contributors, or laws or regulations of other governments); or (b) imposed by law through constitutional provisions or enabling legislation. Examples of restricted fund balances include State Gas Tax, Asset Seizure, and Measure M funds.
- Committed – the portion of a fund balance that included amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision- making authority and remain binding unless removed in the same manner.
 - a. The City Council, as the City’s highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as a resolution.
 - b. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment.
 - c. City Council action to commit fund balance needs to occur within the fiscal reporting periods; however, the amount can be determined subsequently.
- Assigned – amounts that are constrained by the City’s intent to be used for specific purposes, but are neither Restricted nor Committed, should be reported as Assigned fund balance. This policy hereby delegated the authority to assign amounts to be used for specific purposes to the City Manager for the purpose of reporting these amounts in the City’s annual financial statements. Examples of assigned fund balance are funds intended for Capital Improvement Projects and Equipment Replacement.
- Unassigned – residual net resources in excess of what can properly be classified in one of the other four categories and do not have any specific spending limitations. The General Fund is the only fund that reports a positive unassigned fund balance amount. In governmental funds, other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, the City reports a negative unassigned fund balance in that fund.

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

N. Fund Balance Flow Assumptions

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

O. Pensions

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

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

Valuation Date (VD)	June 30, 2020
Measurement Date (MD)	June 30, 2021
Measurement Period (MP)	June 30, 2021 to June 30, 2022

P. Other Post-Employment Benefits (OPEB)

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

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

Valuation Date (VD)	June 30, 2022
Measurement Date (MD)	June 30, 2022
Measurement Period (MP)	July 1, 2021 to June 30, 2022

Q. New Accounting Pronouncements

The City adopted Statement on Governmental Accounting Standards (GASB Statements) No. 87-*Leases*; No 89-*Accounting for Interest Cost Incurred Before the End of a Construction Period*; No. 90-*Majority Equity Interest*; No. 93-*Replacement of Interbank Offered Rates*; and No. 97-*Certain Component Unit Criteria for Internal Revenue Code 457 Deferred Compensation Plans*. The City implemented GASB No. 87 during fiscal year June 30, 2022. The adoption of the GASB Nos. 89, 90, 93, and 97 did not significantly impact the City.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

R. Leases

Lessee: The City is a lessee for a noncancellable lease of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the Statement of Net Position.

Lessor: At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key elements and judgement include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The City uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable. The City currently does not have any leases receivable.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

S. Property Taxes

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

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

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

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

T. Functional Classifications

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

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

U. Use of Estimates

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

Note 2 – Stewardship, Compliance, and Accountability

A. Violations of Legal or Contractual Provisions

Note 2 to Required Supplementary Information, on the Excess of Expenditures over Appropriations, describes budgetary violations that occurred in the General Fund for the year ended June 30, 2022.

B. Deficit Fund Balance

At June 30, 2022, the Community Development Block Grant (CDBG) nonmajor special revenue fund reported a deficit fund balance of \$114,182. The deficit is due to the timing of the receipt of CDBG program reimbursements for expenditures incurred. The deficit will be eliminated as the program reimbursements are received from the grantor agency.

Note 3 – Cash and Investments

A. Summary of Cash and Investments

At June 30, 2022, the City reported \$21,302,076 in unrestricted cash and investments and \$249 in restricted cash and investments held with fiscal agents for a total cash and investment balance of \$21,302,325. Total cash and investments consisted of the following:

Cash on hand	\$ 3,500
Demand deposits	796,570
Investments	20,502,255
Total Cash and Investments	<u>\$ 21,302,325</u>

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

B. Cash Deposits

The carrying amounts of the City's cash deposits were \$796,570 at June 30, 2022. Bank balances before reconciling items were \$549,966 at that date. The difference of \$246,604 represents outstanding checks, cash deposits in transit, and other reconciling items.

All City's cash and investments as of June 30, 2022, were collateralized or insured with securities held by pledging financial institutions in the City's name. The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

C. Investments

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

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

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

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

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

C. Investments (Continued)

Investment in State Investment Pool

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

D. Risk Disclosures

Disclosures Relating to Interest Rate Risk

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

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

<u>Investment Type</u>	<u>Remaining Investment Maturities</u>			<u>Total</u>
	<u>Less than 1 Year</u>	<u>1 to 3 Years</u>	<u>4 to 5 Years</u>	
U.S. Treasury Obligations	\$ -	938,242	226,983	1,165,225
U.S. Agency Securities	-	3,177,967	4,949,937	8,127,904
Certificates of Deposit	743,167	732,413	1,373,104	2,848,684
Agency Investment Fund (LAIF)	8,360,193	-	-	8,360,193
Investment held by Bond Trustee:				
Money Market Mutual Funds	<u>249</u>	<u>-</u>	<u>-</u>	<u>249</u>
Total	<u>\$ 9,103,609</u>	<u>4,848,622</u>	<u>6,550,024</u>	<u>20,502,255</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Disclosures Relating to Credit Risk

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

Investment Type	Totals	Minimum Legal Rating	Ratings at End of Year		
			Not Rated	AAA	AA+
U.S. Treasury Obligations	\$ 1,165,225	N/A	\$ -	\$ 1,165,225	\$ -
U.S. Agency Securities	8,127,904	N/A	-	8,127,904	-
Certificates of Deposit	2,848,684	N/A	2,848,684	-	-
Local Agency Investment Fund (LAIF)	8,360,193	Not Rated	8,360,193	-	-
Investments held by Bond Trustee:					
Money Market Mutual Funds	249	N/A	-	-	249
Totals	<u>\$ 20,502,255</u>		<u>\$ 11,208,877</u>	<u>\$ 9,293,129</u>	<u>\$ 249</u>

N/A - Not Applicable

Concentration of Credit Risk

The City's investment policy imposes restrictions on the percentage that the City can invest in certain types of investments. As of June 30, 2022, in accordance with GASB Statement No. 40 requirements, the City is exposed to concentration of credit risk whenever they have invested more than 5% of their total investments in any one issuer.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. The City's investment policy does not contain any additional provisions that would limit the exposure to custodial credit risk for deposits. However, the policy does stipulate that mortgage collateral cannot be used to secure deposits, and that the use of a third-party bank trust department is to act as the City's safekeeping agent for investments. At June 30, 2022, City deposits (bank balances) were insured by the Federal Depository Insurance Corporation or collateralized as required under California Law.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Fair Value Hierarchy

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

The City has the following recurring fair value measurements as of June 30, 2022:

Investments	Totals	Level		
		1	2	Uncategorized
U.S. Treasury Obligations	\$ 1,165,225	\$ 1,165,225	\$ -	\$ -
U.S. Agency Securities	8,127,904	8,127,904	-	-
Certificates of Deposit	2,848,684	-	2,848,684	-
Local Agency Investment Fund (LAIF)	8,360,193	-	-	8,360,193
Investment Held by Fiscal Agent				
Money Market Funds	249	249	-	-
Totals	<u>\$ 20,502,255</u>	<u>\$ 9,293,378</u>	<u>\$ 2,848,684</u>	<u>\$ 8,360,193</u>

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

Note 4 – Interfund Transactions

A. Receivables/Payables

The purpose of the interfund transactions is to make short-term interfund loans from the General Fund to nonmajor governmental funds. These interfund loans are to provide for negative cash balances at year-end and/or operating cash flow. Due to/from amounts are short-term financing, which are paid within one year. There were no such balances as of June 30, 2022.

B. Transfers In/Out

Transfers In	Transfers Out		
	General Fund	Nonmajor Governmental Funds	Total
General Fund	\$ -	\$ 375,000	\$ 375,000
Nonmajor Governmental Funds	453,500	-	453,500
Internal Service Funds	850,000	-	850,000
Total	<u>\$ 1,303,500</u>	<u>\$ 375,000</u>	<u>\$ 1,678,500</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 4 – Interfund Transactions (Continued)

B. Transfers In/Out (Continued)

Transfers to the General Fund from the Nonmajor Governmental Funds were made to fund street maintenance, partially offset the cost of police services, and to partially offset the cost of the Police Department motor officer program and other costs pertaining to traffic safety programs. Transfers to the Other Governmental Funds from the General Fund were made to make principal and interest payments of debt issued for the Laurel Park purchase. Transfers to the Internal Services Funds from the General Fund were made to set aside fund for claim reserves, in case of any future incidents.

Note 5 – Capital Assets

A summary of changes in the Governmental Activities capital assets for the fiscal year ended June 30, 2022 are as follows:

<u>Description</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Non-depreciable:				
Land	\$ 5,917,715	-	-	5,917,715
Construction in process	<u>624,720</u>	<u>1,056,915</u>	<u>(500,216)</u>	<u>1,181,419</u>
Total non-depreciable	<u>6,542,435</u>	<u>1,056,915</u>	<u>(500,216)</u>	<u>7,099,134</u>
Depreciable:				
Buildings and improvements	2,295,266	-	-	2,295,266
Equipment	1,266,120	126,031	(56,015)	1,336,136
Right-to-use – leased vehicles	50,263	25,518	-	75,781
Vehicles	1,173,866	103,744	-	1,277,610
Infrastructure- road system	<u>14,109,191</u>	<u>500,215</u>	<u>-</u>	<u>14,609,406</u>
Total depreciable capital assets	<u>18,894,706</u>	<u>755,508</u>	<u>(56,015)</u>	<u>19,594,199</u>
Less accumulated depreciation for:				
Buildings and improvements	1,536,574	42,393	-	1,578,967
Equipment	1,011,510	58,910	(56,015)	1,014,405
Right-to-use – leased vehicles	-	16,780	-	16,780
Vehicles	1,056,337	56,260	-	1,112,597
Infrastructure- road system	<u>2,816,199</u>	<u>282,992</u>	<u>-</u>	<u>3,099,191</u>
Total accumulated depreciation	<u>6,420,620</u>	<u>457,335</u>	<u>(56,015)</u>	<u>6,821,940</u>
Total depreciable capital assets, net	<u>12,474,086</u>	<u>298,173</u>	<u>-</u>	<u>12,772,259</u>
Total capital assets, net	<u>\$ 19,016,521</u>	<u>1,355,088</u>	<u>(500,216)</u>	<u>19,871,393</u>

Depreciation expense was charged to governmental activities as follows:

	<u>General</u>	<u>Internal Service</u>	<u>Total</u>
General Government	\$ 18,280	\$ -	\$ 18,280
Public Safety	22,851	-	22,851
Recreation and Community Services	54,840	-	54,840
Public Works	255,920	-	255,920
Internal Service Fund	-	105,444	105,444
Totals	<u>\$ 351,891</u>	<u>\$ 105,444</u>	<u>\$ 457,335</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 5 – Capital Assets (Continued)

	<u>Expenditures Spent-to-date</u>	<u>Remaining Commitment</u>
Construction commitments:		
Government activities – street projects:		
Year 1 Residential Street Improvements	\$ 70,650	\$ 1,177,965
Howard Street from Noel to Lexington	100,957	30,043
Bloomfield from Farquhar to Katella	119,589	40,411
Suburbia Rehabilitation	157,715	29,269
Woodcrest and Carrier Row	19,398	209,685
Storm Drain Management Plan	64,860	10,140
Suburbia Street Project	49,124	73,822

Note 6 – Compensated Absences

The following is a summary of changes in compensated absences for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year
Compensated absences	\$ 481,842	\$ 229,747	\$ 223,557	\$ 488,032	\$ 181,844

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

Note 7 – Long-Term Debt

The following is a summary of changes in Governmental Activities long-term debt for the year ended June 30, 2022:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year
2015 Certificates of Participation	\$ 3,325,000	\$ -	\$ 80,000	\$ 3,245,000	\$ 85,000
Unamortized bond premium	109,555	-	4,434	105,121	4,434
	<u>\$ 3,434,555</u>	<u>\$ -</u>	<u>\$ 84,434</u>	<u>\$ 3,350,121</u>	<u>\$ 89,434</u>
Other Long-term Liabilities:					
Lease payable – Police Vehicles	\$ 68,008	\$ -	\$ 5,770	\$ 62,238	\$ 12,967

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 7 – Long-Term Debt (Continued)

A. 2015 Certificates of Participation

On September 1, 2015, the City issued the 2015 Certificates of Participation in the amount of \$3,685,000, as a public offering, to refund the outstanding balance of the 2006 (Laurel Park Acquisition) Certificates of Participation in an advanced refunding transaction, and to finance the design, acquisition, and construction of certain capital improvement projects. There are no finance-related consequences related to significant events of default or termination, and there are no acceleration clauses. There are no assets pledged as collateral, no required reserve, and no unused lines of credit. Interest on the bonds is payable semiannually on October 1 and April 1, commencing April 1, 2016, at rates which range from 2.00% to 5.00%. Principal payments begin October 1, 2017 and continue October 1 of each year through October 1, 2045. The outstanding balance as of June 30, 2022 is \$3,245,000. The annual debt service requirements on these bonds are as follows:

Year ending June 30,	Principal	Interest	Total
2023	\$ 85,000	\$ 125,444	\$ 210,444
2024	85,000	121,194	206,194
2025	90,000	116,819	206,819
2026	95,000	112,194	207,194
2027	100,000	107,319	207,319
2028-2032	560,000	482,144	1,042,144
2033-2037	655,000	379,147	1,034,147
2038-2042	805,000	236,900	1,041,900
2043-2046	770,000	63,200	833,200
	<u>\$ 3,245,000</u>	<u>\$ 1,744,361</u>	<u>\$ 4,989,361</u>

B. Lease Payable – Police Vehicles

In December 2020, the City entered into two five-year lease agreements as lessee for the acquisition and use of two vehicles. Initial lease liabilities were recorded in the amounts of \$31,142 and 42,533 during the current fiscal year as a result of implementation of GASB 87. As of June 30, 2022, the value of the lease liabilities were \$16,254 and \$22,204. The City is required to make monthly principal and interest payments of \$519 and \$708 for the vehicles. The leases both have an interest rate of 16.2%. The vehicles both have a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2022 was \$21,244 and \$29,019 less accumulated amortization of \$6,373 and \$8,706, respectively.

In March 2022, the City entered into a five-year lease agreement as lessee for the acquisition and use of a vehicle. An initial lease liability was recorded in the amount of \$25,518 during the current fiscal year as a result of implementation of GASB 87. As of June 30, 2022, the value of the lease liability was \$23,780. The City is required to make monthly principal and interest payments of \$623 for the vehicle. The lease has an interest rate of 16.2%. The equipment has a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2022 was \$25,518 less accumulated amortization of \$1,701.

The following future principal and interest payments on the leases payable for June 30 are as follows:

Year ending June 30,	Principal	Interest	Total
2023	\$ 12,967	\$ 9,248	\$ 22,215
2024	15,226	6,989	22,215
2025	17,888	4,327	22,215
2026	12,060	1,561	13,621
2027	4,097	292	4,389
	<u>\$ 62,238</u>	<u>\$ 22,417</u>	<u>\$ 85,255</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 8 – Defined Contribution Plans

The City provides pension benefits for all of its part time employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered as part of the City's 457 plan. Federal legislation requires contributions of at least 7.5% of the employees' salary. For the fiscal year ended June 30, 2022, the City contributed \$35,121. City employees are invested immediately. City Council has the authority to establish and amend the provisions of this plan.

Note 9 – Defined Benefit Pension Plans

A. Plan Description

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

B. Benefits Provided

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

B. Benefits Provided (Continued)

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

Safety Employees

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

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

Miscellaneous Employees

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

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

Additionally, the City is required to contribute the actuarially determined amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rates for fiscal year 2021-2022 are as follows:

	Employer Rates
Classic Miscellaneous Members	14.02%
PEPRA Miscellaneous Members	7.59%
Classic Safety Members	23.71%
PEPRA Safety Members	13.13%

The employer rate for each plan does not include the additional City payment made towards the unfunded pension liability. Payment towards the unfunded liability for the fiscal year ended June 30, 2022 was \$1,677,621.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

C. Contribution Description

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

For the year ended June 30, 2022, the contributions recognized as a reduction to the net pension liability for the miscellaneous and safety plans was \$772,765 and \$848,052, respectively.

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

The June 30, 2020 valuations were rolled forward to determine the June 30, 2021 total pension liabilities, based on the following actuarial methods and assumptions:

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

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

E. Long-term Expected Rate of Return

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

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

E. Long-term Expected Rate of Return

Asset Class	Assumed Asset Allocation
Public equity	50.0%
Global fixed income	28.0%
Real assets	13.0%
Private equity	8.0%
Inflation sensitive assets	0.0%
Liquidity	1.0%

F. Discount Rate

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

G. Subsequent Events

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

H. Amortization of Deferred Outflows and Deferred Inflows of Resources

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

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

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

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

The EARSL for PERF C (the CalPERS pool) for the measurement date ending June 30, 2021 is 3.7 years, which was obtained by dividing the total service years of 559,502 (the sum of remaining service lifetimes of the active employees) by 150,958 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

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

Net Pension Liability

As of June 30, 2022, the City reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

Proportionate Share of Net Pension Liability	
Miscellaneous	\$ 7,053,182
Safety	7,487,386
Total Net Pension Liability	<u>\$ 14,540,568</u>

The City's net pension liability for each plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the plans is measured as of June 30, 2020, and the total pension liability for each plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for each plan as of June 30, 2020 and 2021, were as follows:

	Miscellaneous	Safety
Proportion - June 30, 2020	0.2450%	0.1772%
Proportion - June 30, 2021	<u>0.3738%</u>	<u>0.2140%</u>
Change - Increase (Decrease)	<u>0.1288%</u>	<u>0.0368%</u>

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

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

	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
Miscellaneous	\$ 11,611,367	\$ 7,075,681	\$ 3,326,094
Safety	13,283,412	7,487,386	2,726,666
	<u>\$ 24,894,779</u>	<u>\$ 14,563,067</u>	<u>\$ 6,052,760</u>

Pension Expense and Pension Deferrals

For the year ended June 30, 2022, the City recognized a total pension expense of \$491,685 for the Miscellaneous plan and \$436,776 for the Safety plan, totaling \$928,461 for all plans. At June 30, 2022, the City reported deferred outflows and deferred inflows of resources related to pensions as follows:

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

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

<u>Miscellaneous Plan</u>	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to measurement date	\$ 1,043,161	\$ -
Changes in assumptions	-	-
Difference between expected and actual experience	793,464	2,523
Net difference between projected and actual earnings on pension plan investments	19,639	6,176,695
Adjustment due to differences in proportions	3,063,933	262,567
Difference between actual and proportionate share of contributions	49,624	321,455
Subtotal Miscellaneous Plan	4,969,821	6,763,240
<u>Safety Plan</u>		
Contributions subsequent to measurement date	1,280,078	-
Changes in assumptions	-	-
Difference between expected and actual experience	1,281,287	2,073
Net difference between projected and actual earnings on pension plan investments	7,222	4,463,655
Adjustment due to differences in proportions	1,336,895	33,405
Difference between actual and proportionate share of contributions	105,479	950,373
Subtotal Safety Plan	4,010,961	5,449,506
Total All Plans	\$ 8,980,782	\$ 12,212,746

The \$2,323,239 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year	<u>Deferred Outflows/(Inflows) of Resources</u>		
Ending June 30,	Miscellaneous	Safety	Total
2023	\$ (284,108)	\$ (326,250)	\$ (610,358)
2024	(238,549)	(436,791)	(675,340)
2025	(612,429)	(729,233)	(1,341,662)
2026	(1,701,494)	(1,126,349)	(2,827,843)

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

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

A. Plan Description

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

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

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

- Miscellaneous and Safety Employees with 10 years of service with the City, with a regular service retirement, shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to \$300 per month thereafter for life.
- Employees age fifty (50) or over received up to \$300 per month for life.

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

- Miscellaneous Employees with at least 15 years of continuous service with the City, and have reached the age of fifty-five (55) shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to \$300 per month thereafter for life.
- Safety Employees with 10 years of service with the City shall be eligible to receive 50% of the monthly benefit applicable towards the employee and one dependent, if employee plus one dependent coverage was in effect upon the date of retirement. The percentage increases by 5% per year to 100% at 20 years of service up to Medicare age, and up to \$300 per month thereafter for life.

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

B. Employees Covered

As of the June 30, 2022 actuarial valuation, the following current and former employees were covered by the benefit terms under the Plan:

Active	50
Inactive employees or beneficiaries currently receiving benefits	47
Inactive employees entitled to, but not yet receiving benefits	0
Total	<u>97</u>

C. Contributions

The contribution requirements of plan members and the City are established and may be amended by the City Council, and/or the employee associations. The City is currently funding this OPEB obligation based on a pay-as-you-go basis. For the measurement date ended June 30, 2022, the City made no contributions to the plan, which would be recognized as a reduction of the total OPEB liability.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

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

D. Actuarial Methods and Assumptions

The City's total OPEB liability was measured as of June 30, 2022 and was determined by an actuarial valuation dated June 30, 2022, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	3.54%
Inflation	2.50%
Salary Increases	2.75% per year
Investment Rate of Return	2.20%, net of expenses
Mortality Rate	2014 CalPERS Active Mortality for Miscellaneous
Pre-Retirement Turnover	According to the CalPERS Turnover rate table
Healthcare Trend Rate	4.0% per year

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

E. Discount Rate

The discount rate used to measure the total OPEB liability was 3.54 percent. The discount rate is based on the Bond Buyer 20 Bond Index. The City does not participate in a trust fiduciary fund.

F. Changes in the Total OPEB Liability

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

	Increase (Decrease)
	Total OPEB Liability/(Assets)
Balance at June 30, 2021 (valuation date 6/30/19)	\$ 6,694,357
Changes recognized over the measurement period:	
Service Cost	345,491
Interest	144,055
Changes of assumptions	(973,560)
Actual and expected experience difference	542,385
Benefit Payments	(395,761)
Net Changes	(337,390)
Balance at June 30, 2022 (measurement date 6/30/22)	<u>\$ 6,356,967</u>

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

The following presents the Total OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2022:

1% Decrease	Current Discount Rate	1% Increase
(2.54%)	(3.54%)	(4.54%)
\$7,038,345	\$6,356,967	\$5,781,635

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

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

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

The following presents the Total OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2022:

1% Decrease 3.00%	Current Healthcare Cost Trent Rates 4.00%	1% Increase 5.00%
\$5,879,754	\$6,356,967	\$6,925,807

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

For the fiscal year ended June 30, 2022, the City recognized OPEB expense of \$677,562. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of resources	Deferred Inflows of resources
Change in assumptions	\$ 1,828,269	\$ (865,386)
Difference between expected and actual experience	482,120	(674,262)
	<u>\$ 2,310,389</u>	<u>\$ (1,539,648)</u>

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

Year Ending June 30	Amount
2022	\$ 188,016
2023	188,016
2024	188,016
2025	188,016
2026	158,826
Thereafter	<u>(140,149)</u>
Total	<u>\$ 770,741</u>

Note 11 – Joint Ventures

A. Orange County Fire Authority

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 11 – Joint Ventures (Continued)

A. *Orange County Fire Authority (Continued)*

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

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

B. *West Communications Financing Authority*

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

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

Each City pays a contractual fee to the Authority which consists of personal costs, capital expenditures and reserves to fund accrued employee leave and equipment purchases. The contractual fee remains stable from year to year. In 2021-2022, the City of Los Alamitos paid \$703,953 to the Authority. Financial information for the Authority may be obtained from the City of Cypress.

C. *Integrated Law and Justice Agency for Orange County*

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

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

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

Note 12 – Self-Insurance Program

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

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 12 – Self-Insurance Program (Continued)

The City established a Self-Insurance Fund (an internal service fund) to account for and finance its uninsured risk of loss when it became a member of EIA for liability, master crime, and workers' compensation coverage. All funds of the City participate in the program and make payments to the Self-Insurance Fund based on estimates of the amounts needed to pay prior and current year claims and to establish a reserve for catastrophe losses. The estimated claims liability of \$222,973 reported at June 30, 2022, is based on the requirements of Governmental Accounting Standards Board Statement 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The above amount includes an estimate for incurred but not reported claims.

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

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

	<u>Workers'</u> <u>Compensation</u>	<u>General</u> <u>Liability</u>	<u>Total</u>
Liability balance as of June 30, 2020	\$ 59,868	\$ 215,605	\$ 275,473
Claims and changes in estimates during the fiscal year ended June 30, 2021	198,587	(177,484)	21,103
Claims payments during the fiscal year ended June 30, 2021	<u>(196,473)</u>	<u>50,560</u>	<u>(145,913)</u>
Liability balance as of June 30, 2021	61,982	88,681	150,663
Claims and changes in estimates during the fiscal year ended June 30, 2022	(27,848)	(72,962)	(100,810)
Claims payments during the fiscal year ended June 30, 2022	<u>37,741</u>	<u>135,379</u>	<u>173,120</u>
Liability balance as of June 30, 2022	<u>\$ 71,875</u>	<u>\$ 151,098</u>	<u>\$ 222,973</u>

Note 13 – Commitments and Contingencies

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

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

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

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

Note 14 – Classification of Fund Balances

At June 30, 2022, fund balances are classified in the governmental funds as follows:

	<u>General Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total</u>
<i>Nonspendable</i>			
Prepaid expenditures	\$ 2,659	-	2,659
Due from employees	<u>1,531</u>	<u>-</u>	<u>1,531</u>
<i>Total Nonspendable</i>	<u>4,190</u>	<u>-</u>	<u>4,190</u>
<i>Restricted</i>			
Transportation	-	1,099,189	1,099,189
Cable television	-	73,947	73,947
Public safety	-	323,343	323,343
Air quality	-	123,361	123,361
Parks	<u>-</u>	<u>733,371</u>	<u>733,371</u>
<i>Total Restricted</i>	<u>-</u>	<u>2,353,211</u>	<u>2,353,211</u>
<i>Committed</i>			
Capital projects	<u>2,620</u>	<u>119</u>	<u>2,739</u>
<i>Total Committed</i>	<u>2,620</u>	<u>119</u>	<u>2,739</u>
<i>Assigned</i>			
Other POST-employment benefits	500,000	-	500,000
PERS reserves	3,400,000	-	3,400,000
Capital projects	<u>295,979</u>	<u>243,462</u>	<u>539,441</u>
<i>Total Assigned</i>	<u>4,195,979</u>	<u>243,462</u>	<u>4,439,441</u>
<i>Unassigned</i>	<u>12,570,232</u>	<u>(114,182)</u>	<u>12,456,050</u>
<i>Totals</i>	<u>\$16,773,021</u>	<u>2,482,610</u>	<u>19,255,631</u>

Note 15 – Restatement of Beginning Net Position/Fund Balance

	<u>Governmental Activities</u>	<u>Governmental Funds General Fund</u>
Net position/fund balance at July 1, 2021, as originally reported	\$ 8,168,084	\$13,615,603
Adjustment for understatement of unearned revenue.	<u>(1,015,926)</u>	<u>(1,015,926)</u>
Net position/fund Balance at July 1, 2021, as restated	<u>\$ 7,152,158</u>	<u>\$12,599,677</u>

Note 16 – Subsequent Events

Management has evaluated subsequent events through February 6, 2023 which is the date the financial statements were available to be issued, and has determined that there are no transactions that will have a significant impact on the City.

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

CITY OF LOS ALAMITOS
Required Supplementary Information
Budgetary Comparison Schedule - General Fund
For the Year Ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 12,599,677</u>	<u>\$ 12,599,677</u>	<u>\$ 12,599,677</u>	<u>\$ -</u>
Revenues (inflows):				
Taxes	15,684,074	15,684,074	18,828,358	3,144,284
Licenses and permits	1,142,382	1,142,283	1,034,975	(107,308)
Intergovernmental	20,200	20,200	263,721	243,521
Charges for services	631,924	631,924	904,437	272,513
Investment earnings (loss)	229,280	229,280	(684,765)	(914,045)
Fines and forfeitures	738,309	738,309	382,498	(355,811)
Miscellaneous	68,000	68,000	40,826	(27,174)
Transfers in	<u>375,000</u>	<u>375,000</u>	<u>375,000</u>	<u>-</u>
Amount available for appropriations	<u>18,889,169</u>	<u>18,889,070</u>	<u>21,145,050</u>	<u>2,255,980</u>
Charges to appropriations (outflows):				
General government:				
City Council	66,895	66,895	70,021	(3,126)
City Manager / City Clerk	1,051,340	1,051,340	917,014	134,326
Administrative Services	725,906	725,906	662,261	63,645
City Attorney	176,000	176,000	210,871	(34,871)
Non-departmental	584,721	584,721	1,111,970	(527,249)
Public safety	7,394,611	7,394,611	6,617,305	777,306
Community development	1,329,924	1,329,924	1,292,094	37,830
Recreation and community services	1,775,322	1,775,322	1,911,542	(136,220)
Public works	2,259,400	2,259,400	2,801,366	(541,966)
Capital outlay	1,264,615	1,264,615	73,762	1,190,853
Transfers out	<u>1,303,500</u>	<u>1,303,500</u>	<u>1,303,500</u>	<u>-</u>
Total charges to appropriations	<u>17,932,234</u>	<u>17,932,234</u>	<u>16,971,706</u>	<u>960,528</u>
Fund balance, June 30, 2022	<u><u>\$ 13,556,612</u></u>	<u><u>\$ 13,556,513</u></u>	<u><u>\$ 16,773,021</u></u>	<u><u>\$ 1,295,452</u></u>

City of Los Alamitos
Required Supplementary Information (Continued) Notes to the Budgetary Comparison Schedule
For the Year Ended June 30, 2022

Note 1 – Budgets and Budgetary Accounting Data

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

1. The annual budget is adopted by the City Council and provides for the general operation of the City. The operating budget includes proposed expenditures and the means of financing them.
2. The City Council approves total budgeted appropriations and any amendments to appropriations throughout the year. This “appropriated budget” covers substantially all City expenditures. Actual expenditures may not exceed budgeted appropriations at the department level. The City’s fund structure includes the following departments: City Council, City Manager/City Clerk, Administrative Services, City Attorney, Public Safety, Community Development, Recreation and Community Services, and Public Works. The City Manager is authorized to transfer budgeted amounts between the accounts of any department. Budgets are controlled at the department level. Budget figures used in the financial statements are the final adjusted amounts, including any amendments to the budget during the fiscal year.
3. Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the Governmental Fund types during the fiscal year. Unexpended appropriations of the governmental funds automatically lapse at the end of the fiscal year.
4. Budgets for the General, Special Revenue, Debt Service, Traffic Improvement Capital Projects Fund, Building Improvement Capital Project Fund, and Residential Street/Alley Capital Project Fund are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America (USGAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. No budgetary comparisons are presented for the proprietary funds, as the City is not legally required to adopt a budget for this type of fund.
5. Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller or returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2021, based on calculations by City management, proceeds of taxes did not exceed appropriations.

Note 2 – Excess of Expenditures over Appropriations

The following departments had expenditures that exceeded the adopted budget:

	Budget	Actual	Variance
City Council	\$ 66,895	\$ 70,021	\$ (3,126)
City attorney	176,000	210,871	(34,871)
Non-departmental	584,721	1,111,970	(527,249)
Recreation and community services	1,775,322	1,911,542	(136,220)
Public works	2,259,400	2,801,366	(541,966)

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years

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

	June 30, 2021 ¹ Fiscal Year 2021-22	June 30, 2020 ¹ Fiscal Year 2020-21	June 30, 2019 ¹ Fiscal Year 2019-20	June 30, 2018 ¹ Fiscal Year 2018-19	June 30, 2017 ¹ Fiscal Year 2017-18
City's Proportion of the Net Pension Liability/(Asset)	0.1740%	0.1791%	0.1662%	0.0953%	0.0920%
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,053,182	\$ 10,333,777	\$ 9,688,016	\$ 8,999,874	\$ 9,127,183
City's Covered payroll	\$ 1,802,686	\$ 1,853,222	\$ 1,883,036	\$ 1,882,670	\$ 2,067,777
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	391.3%	557.6%	514.5%	478.0%	441.4%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	79.4%	69.3%	70.4%	75.3%	73.3%
	June 30, 2016 ¹ Fiscal Year 2016-17	June 30, 2015 ¹ Fiscal Year 2015-16	June 30, 2014 ¹ Fiscal Year 2014-15		
City's Proportion of the Net Pension Liability/(Asset)	0.0922%	0.0901%	0.0726%		
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,975,904	\$ 6,181,642	\$ 4,518,604		
City's Covered payroll	\$ 2,139,951	\$ 2,067,219	\$ 2,042,142		
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	372.7%	299.0%	221.3%		
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	74.1%	78.4%	79.8%		

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

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years

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

	June 30, 2021 ¹ Fiscal Year 2021-22	June 30, 2020 ¹ Fiscal Year 2020-21	June 30, 2019 ¹ Fiscal Year 2019-20	June 30, 2018 ¹ Fiscal Year 2018-19	June 30, 2017 ¹ Fiscal Year 2017-18
City's Proportion of the Net Pension Liability/(Asset)	0.1643%	0.1695%	0.1710%	0.1047%	0.0980%
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,487,386	\$ 11,805,982	\$ 10,731,155	\$ 9,853,739	\$ 9,719,511
City's Covered payroll	\$ 2,184,348	\$ 1,935,386	\$ 2,287,551	\$ 2,498,046	\$ 2,655,464
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	342.8%	610.0%	469.1%	394.5%	366.0%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	82.4%	71.8%	73.1%	75.3%	73.3%
	June 30, 2016 ¹ Fiscal Year 2016-17	June 30, 2015 ¹ Fiscal Year 2015-16	June 30, 2014 ¹ Fiscal Year 2014-15		
City's Proportion of the Net Pension Liability/(Asset)	0.0965%	0.0922%	0.0891%		
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 8,351,809	\$ 6,328,706	\$ 5,542,493		
City's Covered payroll	\$ 2,534,307	\$ 2,402,592	\$ 2,385,017		
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	329.6%	263.4%	232.4%		
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	74.1%	78.4%	79.8%		

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

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Contributions - Pensions
For the Year Ended June 30, 2022

Last Ten Fiscal Years

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

	2021-22	2020-21	2019-20	2018-19	2017-18
Actuarially determined contribution ²	\$ 1,043,161	\$ 902,971	\$ 878,063	\$ 706,647	\$ 607,715
Contributions in relation to the actuarially determined contributions ²	\$ (1,043,161)	\$ (902,971)	\$ (878,063)	\$ (706,647)	\$ (607,715)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll ²	\$ 2,174,409	\$ 1,802,686	\$ 1,853,222	\$ 1,883,036	\$ 1,882,670
Contributions as a percentage of covered employee payroll	48.0%	50.1%	47.4%	37.5%	32.3%
	2016-17	2015-16	2014-15		
Actuarially determined contribution ²	\$ 575,534	\$ 478,168	\$ 228,140		
Contributions in relation to the actuarially determined contributions ²	\$ (575,534)	\$ (478,168)	\$ (228,140)		
Contribution deficiency (excess)	\$ -	\$ -	\$ -		
Covered payroll ²	\$ 2,067,777	\$ 2,139,951	\$ 2,067,219		
Contributions as a percentage of covered employee payroll	27.8%	22.3%	11.0%		

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

	2021-22	2020-21	2019-20	2018-19	2017-18
Actuarially determined contribution ²	\$ 1,280,078	\$ 1,163,513	\$ 1,075,926	\$ 927,772	\$ 847,090
Contributions in relation to the actuarially determined contributions ²	\$ (1,280,078)	\$ (1,163,513)	\$ (1,075,926)	\$ (927,772)	\$ (847,090)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll ²	\$ 2,103,050	\$ 2,184,348	\$ 1,935,386	\$ 2,287,551	\$ 2,498,046
Contributions as a percentage of covered employee payroll	60.9%	53.3%	55.6%	40.6%	33.9%
	2016-17	2015-16	2014-15		
Actuarially determined contribution ²	\$ 797,034	\$ 748,750	\$ 605,370		
Contributions in relation to the actuarially determined contributions ²	\$ (797,034)	\$ (748,750)	\$ (605,370)		
Contribution deficiency (excess)	\$ -	\$ -	\$ -		
Covered payroll ²	\$ 2,655,464	\$ 2,534,307	\$ 2,402,592		
Contributions as a percentage of covered employee payroll	30.0%	29.5%	25.2%		

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

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

Notes to Schedule

None.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of Changes in the Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2022

	Last Ten Fiscal Years				
For the Measurement Period:	2021-22	2020-21	2019-20	2018-19	2017-18
Total OPEB Liability					
Service cost	\$ 345,491	\$ 333,552	\$ 192,736	\$ 175,452	\$ 170,756
Interest on the total OPEB Liability	144,055	143,962	164,133	157,013	166,352
Actual and expected					
experience difference	542,385	-	(1,087,077)	-	-
Changes in assumptions	(973,560)	31,397	2,824,825	100,644	-
Changes in benefit terms	-	-	-	-	-
Benefit payments	<u>(395,761)</u>	<u>(383,006)</u>	<u>(238,645)</u>	<u>(237,974)</u>	<u>(228,821)</u>
Net change in total OPEB liability	(337,390)	125,905	1,855,972	195,135	108,287
Total OPEB liability - beginning	<u>6,694,357</u>	<u>6,568,452</u>	<u>4,712,480</u>	<u>4,517,345</u>	<u>4,409,058</u>
Total OPEB liability - ending (a)	<u><u>\$ 6,356,967</u></u>	<u><u>\$ 6,694,357</u></u>	<u><u>\$ 6,568,452</u></u>	<u><u>\$ 4,712,480</u></u>	<u><u>\$ 4,517,345</u></u>
 Fiduciary net position as a % of total OPEB liability ¹	 0.00%	 0.00%	 0.00%	 0.00%	 0.00%
 Covered-employee payroll	 4,277,459	 4,700,996	 4,502,169	 4,380,716	 4,380,716
 Net OPEB liability as a percentage of payroll	 148.6%	 142.4%	 145.9%	 107.6%	 103.1%

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

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

SUPPLEMENTARY INFORMATION

CITY OF LOS ALAMITOS

Combining Balance Sheet

Nonmajor Governmental Funds

June 30, 2022

	Special Revenue Funds			
	Community Development Block Grant	Measure M	Los Alamitos Television	Office of Traffic Safety
ASSETS				
Cash and investments	\$ 89,930	\$ 574,752	\$ 71,940	\$ 82,603
Accounts receivable	-	-	4,407	1,269
Due from other governments	-	49,588	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 89,930</u>	<u>\$ 624,340</u>	<u>\$ 76,347</u>	<u>\$ 83,872</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 204,112	\$ 25,750	\$ 2,400	\$ -
Unearned revenues	-	-	-	-
Deposits payable	-	-	-	-
Total liabilities	<u>204,112</u>	<u>25,750</u>	<u>2,400</u>	<u>-</u>
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:				
Restricted	-	598,590	73,947	83,872
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	(114,182)	-	-	-
Total fund balances	<u>(114,182)</u>	<u>598,590</u>	<u>73,947</u>	<u>83,872</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 89,930</u>	<u>\$ 624,340</u>	<u>\$ 76,347</u>	<u>\$ 83,872</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
ASSETS				
Cash and investments	\$ 34,179	\$ 15,399	\$ 188,848	\$ 123,361
Accounts receivable	-	-	-	-
Due from other governments	-	13,601	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 34,179</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Unearned revenues	-	-	-	-
Deposits payable	12,556	-	-	-
Total liabilities	<u>12,556</u>	<u>-</u>	<u>-</u>	<u>-</u>
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:				
Restricted	21,623	29,000	188,848	123,361
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	<u>21,623</u>	<u>29,000</u>	<u>188,848</u>	<u>123,361</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 34,179</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds	Capital Projects Funds		
	State Gas Tax	Park Development	Building Improvement	Residential Streets/ Alleys
ASSETS				
Cash and investments	\$ 235,797	\$ 733,371	\$ 233,598	\$ 6,804
Accounts receivable	-	-	-	-
Due from other governments	4,617	-	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 240,414</u>	<u>\$ 733,371</u>	<u>\$ 233,598</u>	<u>\$ 6,804</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 14,798	\$ -	\$ 195	\$ -
Unearned revenues	-	-	-	-
Deposits payable	-	-	-	-
Total liabilities	<u>14,798</u>	<u>-</u>	<u>195</u>	<u>-</u>
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:				
Restricted	225,616	733,371	-	-
Committed	-	-	-	-
Assigned	-	-	233,403	6,804
Unassigned	-	-	-	-
Total fund balances	<u>225,616</u>	<u>733,371</u>	<u>233,403</u>	<u>6,804</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 240,414</u>	<u>\$ 733,371</u>	<u>\$ 233,598</u>	<u>\$ 6,804</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects Funds		Debt Service Fund	Total Nonmajor Governmental Funds
	Traffic Improvement	Capital Outlay	Debt Service	
ASSETS				
Cash and investments	\$ 411,762	\$ 119	\$ 3,006	\$ 2,805,469
Accounts receivable	-	-	-	5,676
Due from other governments	-	-	-	67,806
Restricted cash and investments with fiscal agent	-	-	249	249
Total assets	<u>\$ 411,762</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,879,200</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ 247,255
Unearned revenues	136,779	-	-	136,779
Deposits payable	-	-	-	12,556
Total liabilities	<u>136,779</u>	<u>-</u>	<u>-</u>	<u>396,590</u>
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:				
Restricted	274,983	-	-	2,353,211
Committed	-	119	-	119
Assigned	-	-	3,255	243,462
Unassigned	-	-	-	(114,182)
Total fund balances	<u>274,983</u>	<u>119</u>	<u>3,255</u>	<u>2,482,610</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 411,762</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,879,200</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds			
	Community Development Block Grant	Measure M	Los Alamitos Television	Office of Traffic Safety
REVENUES:				
Taxes	\$ -	\$ -	\$ 18,438	\$ -
Intergovernmental	214,046	-	-	-
Charges for services	-	-	-	-
Investment earnings	342	4,052	541	602
Fines and forfeitures	-	-	-	18,214
Program revenues	-	284,090	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>214,388</u>	<u>288,142</u>	<u>18,979</u>	<u>18,816</u>
EXPENDITURES:				
Current:				
General government	-	-	20,580	-
Public works	-	-	-	-
Capital outlay	318,120	197,730	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>318,120</u>	<u>197,730</u>	<u>20,580</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>(103,732)</u>	<u>90,412</u>	<u>(1,601)</u>	<u>18,816</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	-	-	(5,000)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(5,000)</u>
CHANGE IN FUND BALANCES	<u>(103,732)</u>	<u>90,412</u>	<u>(1,601)</u>	<u>13,816</u>
Fund balances (deficits), beginning of year	<u>(10,450)</u>	<u>508,178</u>	<u>75,548</u>	<u>70,056</u>
Fund balances (deficits), end of year	<u>\$ (114,182)</u>	<u>\$ 598,590</u>	<u>\$ 73,947</u>	<u>\$ 83,872</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
REVENUES:				
Taxes	\$ -	\$ 125,711	\$ -	\$ -
Intergovernmental	-	-	184,778	10,817
Charges for services	-	-	-	-
Investment earnings	415	387	1,801	864
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	448	-	-	-
Total revenues	<u>863</u>	<u>126,098</u>	<u>186,579</u>	<u>11,681</u>
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>863</u>	<u>126,098</u>	<u>186,579</u>	<u>11,681</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	(110,000)	(140,000)	-
Total other financing sources (uses)	<u>-</u>	<u>(110,000)</u>	<u>(140,000)</u>	<u>-</u>
CHANGE IN FUND BALANCES	863	16,098	46,579	11,681
Fund balances (deficits), beginning of year	<u>20,760</u>	<u>12,902</u>	<u>142,269</u>	<u>111,680</u>
Fund balances (deficits), end of year	<u>\$ 21,623</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds	Capital Projects Funds		
	State Gas Tax	Park Development	Building Improvement	Residential Streets/ Alleys
REVENUES:				
Taxes	\$ 514,172	\$ -	\$ -	\$ -
Intergovernmental	-	26,134	-	-
Charges for services	-	-	-	-
Investment earnings	1,644	5,268	449	50
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>515,816</u>	<u>31,402</u>	<u>449</u>	<u>50</u>
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public works	148,648	-	-	-
Capital outlay	257,731	-	109,188	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>406,379</u>	<u>-</u>	<u>109,188</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>109,437</u>	<u>31,402</u>	<u>(108,739)</u>	<u>50</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	240,000	-
Transfers out	(120,000)	-	-	-
Total other financing sources (uses)	<u>(120,000)</u>	<u>-</u>	<u>240,000</u>	<u>-</u>
CHANGE IN FUND BALANCES	(10,563)	31,402	131,261	50
Fund balances (deficits), beginning of year	<u>236,179</u>	<u>701,969</u>	<u>102,142</u>	<u>6,754</u>
Fund balances (deficits), end of year	<u>\$ 225,616</u>	<u>\$ 733,371</u>	<u>\$ 233,403</u>	<u>\$ 6,804</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	<u>Capital Projects Funds</u>		<u>Debt Service Fund</u>	<u>Total Nonmajor Governmental Funds</u>
	<u>Traffic Improvement</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	
REVENUES:				
Taxes	\$ -	\$ -	\$ -	\$ 658,321
Intergovernmental	-	-	-	435,775
Charges for services	156	-	-	156
Investment earnings	3,050	1	-	19,466
Fines and forfeitures	-	-	-	18,214
Program revenues	-	-	-	284,090
Miscellaneous	-	-	-	448
Total revenues	<u>3,206</u>	<u>1</u>	<u>-</u>	<u>1,416,470</u>
EXPENDITURES:				
Current:				
General government	-	-	-	20,580
Public works	1,598	-	-	150,246
Capital outlay	-	-	-	882,769
Debt service:				
Principal	-	-	80,000	80,000
Interest and fiscal charges	-	-	130,494	130,494
Total expenditures	<u>1,598</u>	<u>-</u>	<u>210,494</u>	<u>1,264,089</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>1,608</u>	<u>1</u>	<u>(210,494)</u>	<u>152,381</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	213,500	453,500
Transfers out	-	-	-	(375,000)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>213,500</u>	<u>78,500</u>
CHANGE IN FUND BALANCES	<u>1,608</u>	<u>1</u>	<u>3,006</u>	<u>230,881</u>
Fund balances (deficits), beginning of year	<u>273,375</u>	<u>118</u>	<u>249</u>	<u>2,251,729</u>
Fund balances (deficits), end of year	<u>\$ 274,983</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,482,610</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual Community Development Block Grant Special Revenue Fund For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance (deficit), July 1, 2021	\$ (10,450)	\$ (10,450)	\$ -
Revenues (inflows):			
Intergovernmental	291,000	214,046	(76,954)
Investment earnings	<u>-</u>	<u>342</u>	<u>342</u>
Amount available for appropriations	<u>291,000</u>	<u>214,388</u>	<u>(76,612)</u>
Charges to appropriations (outflows):			
Capital outlay	<u>291,000</u>	<u>318,120</u>	<u>(27,120)</u>
Total charges to appropriations	<u>291,000</u>	<u>318,120</u>	<u>(27,120)</u>
Fund balance (deficit), June 30, 2022	<u><u>\$ (10,450)</u></u>	<u><u>\$ (114,182)</u></u>	<u><u>\$ (49,492)</u></u>

CITY OF LOS ALAMITOS

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

Measure M Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 508,178	\$ 508,178	\$ -
Revenues (inflows):			
Investment earnings	2,500	4,052	1,552
Program revenues	<u>219,988</u>	<u>284,090</u>	<u>64,102</u>
Amount available for appropriations	<u>222,488</u>	<u>288,142</u>	<u>65,654</u>
Charges to appropriations (outflows):			
Capital outlay	<u>466,056</u>	<u>197,730</u>	<u>268,326</u>
Total charges to appropriations	<u>466,056</u>	<u>197,730</u>	<u>268,326</u>
Fund balance, June 30, 2022	<u>\$ 264,610</u>	<u>\$ 598,590</u>	<u>\$ (202,672)</u>

CITY OF LOS ALAMITOS

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

Los Alamitos Television Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 75,548	\$ 75,548	\$ -
Revenues (inflows):			
Taxes	24,900	18,438	(6,462)
Investment earnings	<u>1,300</u>	<u>541</u>	<u>(759)</u>
Amount available for appropriations	<u>26,200</u>	<u>18,979</u>	<u>(7,221)</u>
Charges to appropriations (outflows):			
General government	<u>45,990</u>	<u>20,580</u>	<u>25,410</u>
Total charges to appropriations	<u>45,990</u>	<u>20,580</u>	<u>25,410</u>
Fund balance, June 30, 2022	<u><u>\$ 55,758</u></u>	<u><u>\$ 73,947</u></u>	<u><u>\$ (32,631)</u></u>

CITY OF LOS ALAMITOS

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

Office of Traffic Safety Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 70,056	\$ 70,056	\$ -
Revenues (inflows):			
Investment earnings	1,000	602	(398)
Fines and forfeitures	<u>15,000</u>	<u>18,214</u>	<u>3,214</u>
Amount available for appropriations	<u>16,000</u>	<u>18,816</u>	<u>2,816</u>
Charges to appropriations (outflows):			
Transfers out	<u>5,000</u>	<u>5,000</u>	<u>-</u>
Total charges to appropriations	<u>5,000</u>	<u>5,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u><u>\$ 81,056</u></u>	<u><u>\$ 83,872</u></u>	<u><u>\$ 2,816</u></u>

CITY OF LOS ALAMITOS

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

Asset Seizure Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u> </u>	Variance with Final Budget <u> </u>
Fund balance, July 1, 2021	\$ 20,760	\$ 20,760	\$ -
Revenues (inflows):			
Investment earnings	500	415	(85)
Miscellaneous	<u>-</u>	<u>448</u>	<u>448</u>
Amount available for appropriations	<u>500</u>	<u>863</u>	<u>363</u>
Fund balance, June 30, 2022	<u><u>\$ 21,260</u></u>	<u><u>\$ 21,623</u></u>	<u><u>\$ 363</u></u>

CITY OF LOS ALAMITOS

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

Public Safety Augmentation Special Revenue Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 12,902</u>	<u>\$ 12,902</u>	<u>\$ -</u>
Revenues (inflows):			
Taxes	110,783	125,711	14,928
Investment earnings	<u>300</u>	<u>387</u>	<u>87</u>
Amount available for appropriations	<u>111,083</u>	<u>126,098</u>	<u>15,015</u>
Charges to appropriations (outflows):			
Transfers out	<u>110,000</u>	<u>110,000</u>	<u>-</u>
Total charges to appropriations	<u>110,000</u>	<u>110,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u><u>\$ 13,985</u></u>	<u><u>\$ 29,000</u></u>	<u><u>\$ 15,015</u></u>

CITY OF LOS ALAMITOS

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

State Law Enforcement Service Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u> </u>	Variance with Final Budget <u> </u>
Fund balance, July 1, 2021	\$ 142,269	\$ 142,269	\$ -
Revenues (inflows):			
Intergovernmental	160,000	184,778	24,778
Investment earnings	<u>2,500</u>	<u>1,801</u>	<u>(699)</u>
Amount available for appropriations	<u>162,500</u>	<u>186,579</u>	<u>24,079</u>
Charges to appropriations (outflows):			
Transfers out	<u>140,000</u>	<u>140,000</u>	<u>-</u>
Total charges to appropriations	<u>140,000</u>	<u>140,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u><u>\$ 164,769</u></u>	<u><u>\$ 188,848</u></u>	<u><u>\$ 24,079</u></u>

CITY OF LOS ALAMITOS

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

Air Quality Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 111,680	\$ 111,680	\$ -
Revenues (inflows):			
Intergovernmental	15,000	10,817	(4,183)
Investment earnings	<u>15,000</u>	<u>864</u>	<u>(14,136)</u>
Amount available for appropriations	<u>30,000</u>	<u>11,681</u>	<u>(18,319)</u>
Charges to appropriations (outflows):			
Public works	<u>61,865</u>	<u>-</u>	<u>61,865</u>
Total charges to appropriations	<u>61,865</u>	<u>-</u>	<u>61,865</u>
Fund balance, June 30, 2022	<u><u>\$ 79,815</u></u>	<u><u>\$ 123,361</u></u>	<u><u>\$ (80,184)</u></u>

CITY OF LOS ALAMITOS

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

State Gas Tax Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 236,179	\$ 236,179	\$ -
Revenues (inflows):			
Taxes	507,531	514,172	6,641
Investment earnings	<u>6,000</u>	<u>1,644</u>	<u>(4,356)</u>
Amount available for appropriations	<u>513,531</u>	<u>515,816</u>	<u>2,285</u>
Charges to appropriations (outflows):			
Public works	-	148,648	(148,648)
Capital outlay	641,067	257,731	383,336
Transfers out	<u>12,000</u>	<u>120,000</u>	<u>(108,000)</u>
Total charges to appropriations	<u>653,067</u>	<u>526,379</u>	<u>126,688</u>
Fund balance, June 30, 2022	<u><u>\$ 96,643</u></u>	<u><u>\$ 225,616</u></u>	<u><u>\$ (124,403)</u></u>

CITY OF LOS ALAMITOS

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

Park Development Capital Project Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 701,969	\$ 701,969	\$ -
Revenues (inflows):			
Intergovernmental	-	26,134	26,134
Investment earnings	<u>8,600</u>	<u>5,268</u>	<u>(3,332)</u>
Amount available for appropriations	<u>8,600</u>	<u>31,402</u>	<u>22,802</u>
Fund balance, June 30, 2022	<u><u>\$ 710,569</u></u>	<u><u>\$ 733,371</u></u>	<u><u>\$ 22,802</u></u>

CITY OF LOS ALAMITOS

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

Building Improvement Capital Project Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 102,142	\$ 102,142	\$ -
Revenues (inflows):			
Investment earnings	2,900	449	(2,451)
Transfers in	<u>240,000</u>	<u>240,000</u>	<u>-</u>
Amount available for appropriations	<u>242,900</u>	<u>240,449</u>	<u>(2,451)</u>
Charges to appropriations (outflows):			
Capital outlay	<u>227,000</u>	<u>109,188</u>	<u>117,812</u>
Total charges to appropriations	<u>227,000</u>	<u>109,188</u>	<u>117,812</u>
Fund balance, June 30, 2022	<u><u>\$ 118,042</u></u>	<u><u>\$ 233,403</u></u>	<u><u>\$ (120,263)</u></u>

CITY OF LOS ALAMITOS

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

Residential Streets/Alleys Capital Project Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 6,754</u>	<u>\$ 6,754</u>	<u>\$ -</u>
Revenues (inflows):			
Investment earnings	<u>100</u>	<u>50</u>	<u>(50)</u>
Amount available for appropriations	<u>100</u>	<u>50</u>	<u>(50)</u>
Fund balance, June 30, 2022	<u><u>\$ 6,854</u></u>	<u><u>\$ 6,804</u></u>	<u><u>\$ (50)</u></u>

CITY OF LOS ALAMITOS
Required Supplementary Information
Budgetary Comparison Schedule - Traffic Improvement Capital Project Fund
For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u> </u>	Variance with Final Budget <u> </u>
Fund balance, July 1, 2021	\$ 273,375	\$ 273,375	\$ -
Revenues (inflows):			
Charges for services	15,000	156	(14,844)
Investment earnings	<u>2,500</u>	<u>3,050</u>	<u>550</u>
Amount available for appropriations	<u>17,500</u>	<u>3,206</u>	<u>(14,294)</u>
Charges to appropriations (outflows):			
Public works	<u>-</u>	<u>1,598</u>	<u>(1,598)</u>
Total charges to appropriations	<u>-</u>	<u>1,598</u>	<u>(1,598)</u>
Fund balance, June 30, 2022	<u>\$ 290,875</u>	<u>\$ 274,983</u>	<u>\$ (12,696)</u>

CITY OF LOS ALAMITOS

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

Debt Service Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 249	\$ 249	\$ -
Revenues (inflows):			
Investment earnings	200	-	(200)
Transfers in	<u>213,500</u>	<u>213,500</u>	<u>-</u>
Amount available for appropriations	<u>213,700</u>	<u>213,500</u>	<u>(200)</u>
Charges to appropriations (outflows):			
Debt service:			
Principal	80,000	80,000	-
Interest and fiscal charges	<u>133,594</u>	<u>130,494</u>	<u>3,100</u>
Total charges to appropriations	<u>213,594</u>	<u>210,494</u>	<u>3,100</u>
Fund balance, June 30, 2022	<u><u>\$ 355</u></u>	<u><u>\$ 3,255</u></u>	<u><u>\$ (3,300)</u></u>

CITY OF LOS ALAMITOS
Combining Statement of Net Position
All Internal Service Funds
June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
ASSETS			
Current assets:			
Cash and investments	\$ 585,731	\$ 397,083	\$ 164,927
Account receivables	-	-	-
Total current assets	<u>585,731</u>	<u>397,083</u>	<u>164,927</u>
Noncurrent assets:			
Capital assets - net of accumulated depreciation	<u>370,666</u>	<u>8,382</u>	<u>-</u>
Total noncurrent assets	<u>370,666</u>	<u>8,382</u>	<u>-</u>
Total assets	<u>956,397</u>	<u>405,465</u>	<u>164,927</u>
LIABILITIES			
Current liabilities:			
Accounts payable	19,512	70,911	3,294
Accrued interest	1,279	-	-
Accrued claims and judgements	-	-	-
Capital leases	<u>12,967</u>	<u>-</u>	<u>-</u>
Total current liabilities	<u>33,758</u>	<u>70,911</u>	<u>3,294</u>
Long-term liabilities:			
Accrued claims and judgements	-	-	-
Capital leases	<u>49,271</u>	<u>-</u>	<u>-</u>
Total long-term liabilities	<u>49,271</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>83,029</u>	<u>70,911</u>	<u>3,294</u>
NET POSITION			
Net investment in capital assets	357,699	8,382	-
Unrestricted	<u>515,669</u>	<u>326,172</u>	<u>161,633</u>
Total net position	<u>\$ 873,368</u>	<u>\$ 334,554</u>	<u>\$ 161,633</u>

CITY OF LOS ALAMITOS
Combining Statement of Net Position
All Internal Service Funds
June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
ASSETS			
Current assets:			
Cash and investments	\$ 293,558	\$ 667,948	\$ 2,109,247
Account receivables	-	12,102	12,102
Total current assets	<u>293,558</u>	<u>680,050</u>	<u>2,121,349</u>
Noncurrent assets:			
Capital assets - net of accumulated depreciation	339,997	-	719,045
Total noncurrent assets	<u>339,997</u>	<u>-</u>	<u>719,045</u>
Total assets	<u>633,555</u>	<u>680,050</u>	<u>2,840,394</u>
LIABILITIES			
Current liabilities:			
Accounts payable	634	26,066	120,417
Accrued interest	-	-	1,279
Accrued claims and judgements	-	71,875	71,875
Capital leases	-	-	12,967
Total current liabilities	<u>634</u>	<u>97,941</u>	<u>206,538</u>
Long-term liabilities:			
Accrued claims and judgements	-	151,098	151,098
Capital leases	-	-	49,271
Total long-term liabilities	<u>-</u>	<u>151,098</u>	<u>200,369</u>
Total liabilities	<u>634</u>	<u>249,039</u>	<u>406,907</u>
NET POSITION			
Net investment in capital assets	339,997	-	706,078
Unrestricted	<u>292,924</u>	<u>431,011</u>	<u>1,727,409</u>
Total net position	<u>\$ 632,921</u>	<u>\$ 431,011</u>	<u>\$ 2,433,487</u>

CITY OF LOS ALAMITOS

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

All Internal Service Funds

For the year ended June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
OPERATING REVENUES:			
Charges for services:			
Garage	\$ 316,840	\$ -	\$ -
Police capital	-	-	40,000
Technology replacement	-	190,000	-
Miscellaneous	-	-	-
	<u>316,840</u>	<u>190,000</u>	<u>40,000</u>
Total operating revenues	<u>316,840</u>	<u>190,000</u>	<u>40,000</u>
OPERATING EXPENSES:			
Supplies and materials	101,553	181,698	56,969
Outside services	39,645	130,328	-
Claims expense	-	-	-
Depreciation	89,726	8,380	-
	<u>230,924</u>	<u>320,406</u>	<u>56,969</u>
Total operating expenses	<u>230,924</u>	<u>320,406</u>	<u>56,969</u>
OPERATING INCOME	<u>85,916</u>	<u>(130,406)</u>	<u>(16,969)</u>
NON-OPERATING REVENUES (EXPENSES):			
Interest expense	(8,343)	-	-
	<u>(8,343)</u>	<u>-</u>	<u>-</u>
Total non-operating revenues (expenses)	<u>(8,343)</u>	<u>-</u>	<u>-</u>
INCOME BEFORE TRANSFERS	77,573	(130,406)	(16,969)
Transfers in	-	190,000	-
	<u>-</u>	<u>190,000</u>	<u>-</u>
Total transfers	<u>-</u>	<u>190,000</u>	<u>-</u>
Change in net position	77,573	59,594	(16,969)
Net position, beginning of year	795,795	274,960	178,602
	<u>795,795</u>	<u>274,960</u>	<u>178,602</u>
Net position, end of year	<u>\$ 873,368</u>	<u>\$ 334,554</u>	<u>\$ 161,633</u>

CITY OF LOS ALAMITOS

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

All Internal Service Funds

For the year ended June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
OPERATING REVENUES:			
Charges for services:			
Garage	\$ -	\$ -	\$ 316,840
Police capital	-	-	40,000
Technology replacement	-	-	190,000
Miscellaneous	-	41,940	41,940
	<u>-</u>	<u>41,940</u>	<u>588,780</u>
Total operating revenues	<u>-</u>	<u>41,940</u>	<u>588,780</u>
OPERATING EXPENSES:			
Supplies and materials	-	-	340,220
Outside services	544	-	170,517
Claims expense	-	563,308	563,308
Depreciation	7,340	-	105,446
	<u>7,884</u>	<u>563,308</u>	<u>1,179,491</u>
Total operating expenses	<u>7,884</u>	<u>563,308</u>	<u>1,179,491</u>
OPERATING INCOME	<u>(7,884)</u>	<u>(521,368)</u>	<u>(590,711)</u>
NON-OPERATING REVENUES (EXPENSES):			
Interest expense	-	-	(8,343)
	<u>-</u>	<u>-</u>	<u>(8,343)</u>
Total non-operating revenues (expenses)	<u>-</u>	<u>-</u>	<u>(8,343)</u>
INCOME BEFORE TRANSFERS	(7,884)	(521,368)	(599,054)
Transfers in	-	660,000	850,000
	<u>-</u>	<u>660,000</u>	<u>850,000</u>
Total transfers	<u>-</u>	<u>660,000</u>	<u>850,000</u>
Change in net position	(7,884)	138,632	250,946
Net position, beginning of year	640,805	292,379	2,182,541
	<u>640,805</u>	<u>292,379</u>	<u>2,182,541</u>
Net position, end of year	<u>\$ 632,921</u>	<u>\$ 431,011</u>	<u>\$ 2,433,487</u>

CITY OF LOS ALAMITOS
Combining Statement of Cash Flows
All Internal Service Funds
For the year ended June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from interfund charges for garage services	\$ 316,840	\$ -	\$ -
Receipts from interfund charges for police capital services	-	-	40,000
Receipts from interfund charges for technology replacement services	-	190,000	-
Payments to suppliers and service providers	(134,854)	(244,969)	(53,675)
Cash received from (payments to) others	-	-	-
Net cash provided (used by) operating activities	<u>181,986</u>	<u>(54,969)</u>	<u>(13,675)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Transfers in	-	190,000	-
Net cash provided (used by) non-capital financing activities	<u>-</u>	<u>190,000</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	(305,559)	-	-
Principal paid on capital debt	(5,570)	-	-
Interest paid on capital debt	(8,572)	-	-
Net cash provided (used by) capital and related financing activities	<u>(319,701)</u>	<u>-</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	(137,715)	135,031	(13,675)
Cash and equivalents, beginning of year	723,446	262,052	178,602
Cash and equivalents, end of year	<u>\$ 585,731</u>	<u>\$ 397,083</u>	<u>\$ 164,927</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:			
Operating income (loss)	\$ 85,916	\$ (130,406)	\$ (16,969)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	89,726	8,380	-
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable	-	-	-
Increase (decrease) in accounts payable	6,344	67,057	3,294
Increase (decrease) in claims and judgements	-	-	-
Total adjustments	<u>96,070</u>	<u>75,437</u>	<u>3,294</u>
Net cash provided (used) by operating activities	<u>\$ 181,986</u>	<u>\$ (54,969)</u>	<u>\$ (13,675)</u>

CITY OF LOS ALAMITOS
Combining Statement of Cash Flows
All Internal Service Funds
For the year ended June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from interfund charges for garage services	\$ -	\$ -	\$ 316,840
Receipts from interfund charges for police capital services	-	-	40,000
Receipts from interfund charges for technology replacement services	-	-	190,000
Payments to suppliers and service providers	-	(502,007)	(935,505)
Cash received from (payments to) others	-	41,940	41,940
Net cash provided (used by) operating activities	-	(460,067)	(346,725)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Transfers in	-	660,000	850,000
Net cash provided (used by) non-capital financing activities	-	660,000	850,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	-	-	(305,559)
Principal paid on capital debt	-	-	(5,570)
Interest paid on capital debt	-	-	(8,572)
Net cash provided (used by) capital and related financing activities	-	-	(319,701)
Net increase (decrease) in cash and cash equivalents	-	199,933	183,574
Cash and equivalents, beginning of year	293,558	468,015	1,925,673
Cash and equivalents, end of year	<u>\$ 293,558</u>	<u>\$ 667,948</u>	<u>\$ 2,109,247</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO			
NET CASH (USED BY) OPERATING ACTIVITIES:			
Operating income (loss)	\$ (7,884)	\$ (521,368)	\$ (590,711)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	7,340	-	105,446
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable	-	(4,146)	(4,146)
Increase (decrease) in accounts payable	544	(6,863)	70,376
Increase (decrease) in claims and judgements	-	72,310	72,310
Total adjustments	<u>7,884</u>	<u>61,301</u>	<u>243,986</u>
Net cash provided (used) by operating activities	<u>\$ -</u>	<u>\$ (460,067)</u>	<u>\$ (346,725)</u>

STATISTICAL SECTION

STATISTICAL SECTION

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

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Financial Trends: these schedules contain trend information to help the reader understands how the City's financial performance and well-being has changed over time 101

Revenue Capacity: these schedules contain trend information to help the reader assesses the factors affecting the City's most significant revenue source, property tax 108

Debt Capacity: these schedules present information to help the reader assesses the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future..... 115

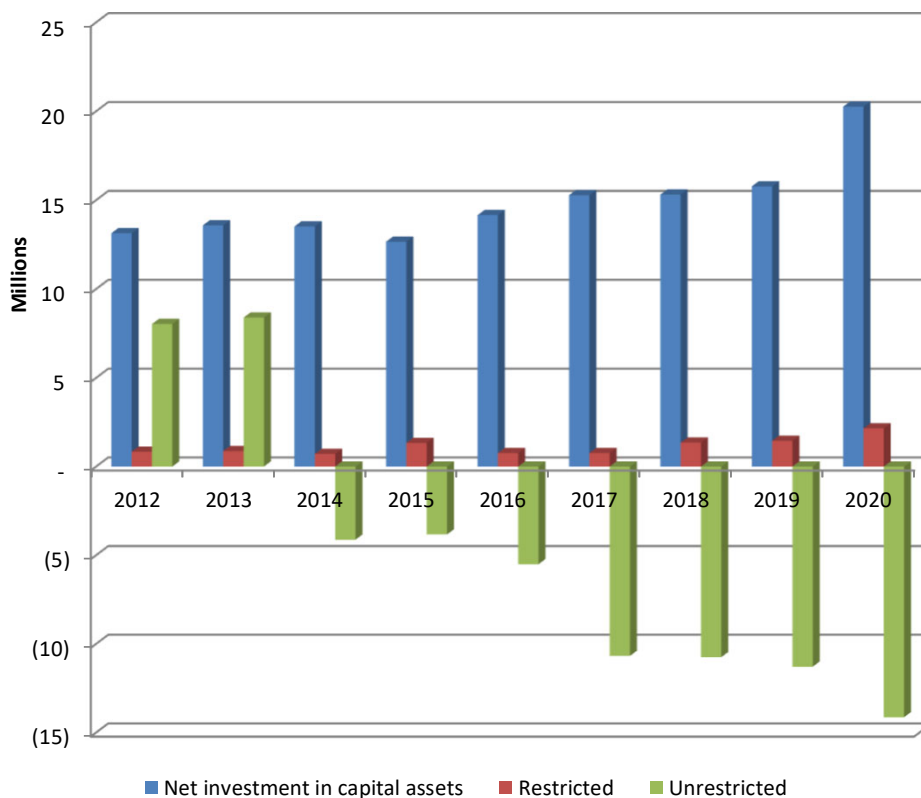
Demographic and Economic Information: these schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place 118

Operating Information: these schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs 120

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

	2013	2014	2015*	2016	2017
Governmental activities					
Net investment in capital assets	\$ 13,138	\$ 13,585	\$ 13,519	\$ 12,658	14,156
Restricted	841	878	713	1,334	764
Unrestricted	8,034	8,393	(4,126)	(3,828)	(5,506)
Total governmental activities net position	<u>\$ 22,013</u>	<u>\$ 22,856</u>	<u>\$ 10,106</u>	<u>\$ 10,164</u>	<u>9,414</u>

	2018	2019	2020	2021	2022
Governmental activities					
Net investment in capital assets	\$ 15,281	15,315	15,776	15,623	16,607
Restricted	761	1,350	1,453	2,153	1853
Unrestricted	(10,679)	(10,746)	(11,287)	(9,608)	(4,759)
Total governmental activities net position	<u>\$ 5,363</u>	<u>5,919</u>	<u>5,942</u>	<u>8,168</u>	<u>13,701</u>



Source: City of Los Alamitos, Finance Department

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

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

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

	2013	2014	2015	2016	2017
Expenses					
Governmental activities:					
General government	\$ 1,377	\$ 2,223	\$ 2,646	\$ 2,976	2,830
Public safety	5,393	5,691	5,463	5,732	6,922
Community development	745	843	714	685	775
Recreation and community services	1,957	1,700	1,772	1,834	1,783
Public works	2,709	2,839	2,592	2,339	2,306
Interest and fiscal charges	168	140	138	302	148
Total governmental activities expenses	<u>12,349</u>	<u>13,436</u>	<u>13,325</u>	<u>13,868</u>	<u>14,764</u>
Program Revenues					
Governmental activities:					
Charges for services					
General government	-	385	205	225	272
Public safety	637	735	752	808	825
Community development	435	113	141	80	100
Recreation and community services	1,295	1,242	1,301	1,225	1,087
Public works	-	18	2	139	-
Operating grants	119	323	293	398	453
Capital grants and contributions	349	1,739	629	530	369
Total governmental activities program revenues	<u>2,835</u>	<u>4,555</u>	<u>3,323</u>	<u>3,405</u>	<u>3,106</u>
Net (expense)/revenue					
Governmental activities	(9,514)	(8,881)	(10,002)	(10,463)	(11,658)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	3,734	2,733	2,954	3,118	3,603
Utility users tax	2,160	2,188	2,210	2,092	2,037
Transient occupancy	104	113	132	156	159
Sales	2,117	2,836	3,064	3,357	3,160
Franchise	653	689	712	709	669
Business license	694	551	563	566	609
Other	284	334	348	251	339
	<u>9,746</u>	<u>9,444</u>	<u>9,983</u>	<u>10,249</u>	<u>10,576</u>
Motor vehicle in lieu	5	-	-	-	-
Investment income	27	13	30	86	63
Gain on Sale of property	37	-	-	-	-
Other	36	267	146	185	269
Total governmental activities	<u>9,851</u>	<u>9,724</u>	<u>10,159</u>	<u>10,520</u>	<u>10,908</u>
Changes in Net Position					
Governmental activities	<u>\$ 337</u>	<u>\$ 843</u>	<u>\$ 157</u>	<u>\$ 57</u>	<u>(750)</u>

Source: City of Los Alamitos, Finance Department

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

	2018	2019	2020	2021	2022
Expenses					
Governmental activities:					
General government	\$ 3,517	\$ 3,135	\$ 3,586	\$ 3,493	\$ 2,548
Public safety	6,311	6,556	6,912	7,135	6,382
Community development	1,104	986	1,091	957	1,344
Recreation and community services	1,811	1,746	1,758	1,471	2,043
Public works	2,314	2,415	2,572	2,907	3,226
Interest and fiscal charges	141	142	58	331	138
Total governmental activities expenses	<u>15,198</u>	<u>14,980</u>	<u>15,977</u>	<u>16,294</u>	<u>15,681</u>
Program Revenues					
Governmental activities:					
Charges for services					
General government	814	831	1,335	914	1,035
Public safety	859	916	711	478	411
Community development	198	3	3	2	1
Recreation and community services	956	937	781	527	892
Public works	-	167	508	353	1
Operating grants	151	442	628	1,872	677
Capital grants and contributions	391	254	249	241	308
Total governmental activities program revenues	<u>3,369</u>	<u>3,550</u>	<u>4,215</u>	<u>4,387</u>	<u>3,325</u>
Net (expense)/revenue					
Governmental activities	(11,829)	(11,430)	(11,762)	(11,907)	(12,356)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	3,773	3,946	4,169	4,455	4,732
Utility users tax	2,034	1,968	1,988	1,834	2,123
Transient occupancy	167	160	132	223	522
Sales	3,336	3,597	3,227	4,855	9,671
Franchise	691	688	611	725	1,071
Business license	647	684	730	886	728
Other	429	557	564	548	640
	<u>11,077</u>	<u>11,600</u>	<u>11,421</u>	<u>13,526</u>	<u>19,487</u>
Motor vehicle in lieu	-	-	-	-	-
Investment income	102	271	254	78	(665)
Gain on Sale of property	19	-	-	-	-
Other	182	115	110	528	83
Total governmental activities	<u>11,380</u>	<u>11,986</u>	<u>11,785</u>	<u>14,132</u>	<u>18,905</u>
Changes in Net Position					
Governmental activities	<u>(449) \$</u>	<u>556 \$</u>	<u>23 \$</u>	<u>2,225 \$</u>	<u>6,549 \$</u>

Source: City of Los Alamitos, Finance Department

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

	2013	2014	2015	2016	2017
General Fund					
Nonspendable	\$ 6	\$ 8	\$ 684	\$ 59	\$ 17
Committed	-	-	-	-	-
Restricted	-	-	-	-	-
Assigned	3,770	7,049	7,484	7,347	7,481
Unassigned	4,085	1,218	(644)	3	56
Reserved	-	-	-	-	-
Unreserved, designated	-	-	-	-	-
Unreserved, undesignated	-	-	-	-	-
Total General Fund	7,861	8,275	7,524	7,409	7,554
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	888	829	1,063	1,333	1,334
Committed	-	-	-	-	-
Assigned	898	677	390	1,001	345
Unassigned	(223)	(1,240)	-	-	-
Reserved					
Unreserved, designated reported in:					
Special revenue funds					
Unreserved, reported in:					
Special revenue funds					
Debt service funds					
Capital projects funds					
Total All Other Governmental Funds	1,563	266	1,453	2,334	1,679
Total All Governmental Funds	\$ 9,424	\$ 8,541	\$ 8,977	\$ 9,743	\$ 9,233

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

Source: City of Los Alamitos, Finance Department

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

	2018	2019	2020	2021	2022
General Fund					
Nonspendable	\$ 18	\$ 56	\$ 14	\$ 7	\$ 4
Committed	-	3,607	3,286	3	3
Restricted	-	-	-	-	-
Assigned	7,662	4,589	4,196	4,203	4,196
Unassigned	49	588	2,785	9,403	12,570
Reserved	-	-	-	-	-
Unreserved, designated	-	-	-	-	-
Unreserved, undesignated	-	-	-	-	-
Total General Fund	<u>7,729</u>	<u>8,840</u>	<u>10,281</u>	<u>13,616</u>	<u>16,773</u>
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	1,334	1,180	1,453	2,153	2,353
Committed	-	-	-	-	-
Assigned	129	99	200	109	243
Unassigned	-	(4)	(9)	(10)	(114)
Reserved					
Unreserved, designated reported in:					
Special revenue funds					
Unreserved, reported in:					
Special revenue funds					
Debt service funds					
Capital projects funds					
Total All Other Governmental Funds	<u>1,463</u>	<u>1,275</u>	<u>1,644</u>	<u>2,252</u>	<u>2,482</u>
Total All Governmental Funds	<u>\$ 9,192</u>	<u>\$ 10,115</u>	<u>\$ 11,925</u>	<u>\$ 15,868</u>	<u>\$ 19,255</u>

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

Source: City of Los Alamitos, Finance Department

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

	2013	2014	2015	2016	2017
Revenues					
Taxes	\$ 9,042	\$ 9,420	\$ 10,337	\$ 10,559	\$ 10,724
Licenses and permits	694	937	205	225	272
Intergovernmental	531	150	1,609	245	609
Charges for services	1,752	1,396	1,403	1,459	1,202
Investment earnings	9	2	30	86	63
Fines and forfeitures	615	710	737	781	810
Other	36	581	454	460	476
Total Revenues	<u>12,679</u>	<u>13,196</u>	<u>14,775</u>	<u>13,815</u>	<u>14,156</u>
Expenditures					
General government	1,900	2,097	2,379	2,735	2,029
Public safety	5,280	5,874	5,513	5,711	5,777
Community development	737	830	694	657	715
Recreation and community services	1,889	1,620	1,730	1,739	1,646
Public works	1,831	1,686	1,771	1,963	1,963
Capital outlay	806	1,744	830	213	1,972
Debt service:					
Principal retirement	72	70	76	75	70
Payment to refunded bond escrow agent	-	-	-	220	-
Interest and fiscal charges	144	141	138	311	142
Total Expenditures	<u>12,659</u>	<u>14,062</u>	<u>13,131</u>	<u>13,624</u>	<u>14,314</u>
Excess of revenues over/(under) expenditures	<u>20</u>	<u>(866)</u>	<u>1,644</u>	<u>191</u>	<u>(158)</u>
Other Financing Sources (Uses)					
Transfers in	588	606	684	681	1,280
Transfers out	(588)	(621)	(1,892)	(1,203)	(2,201)
Refunding bonds issued	-	-	-	3,685	-
Bond premium	-	-	-	133	-
Payment to refunded bond escrow agent	-	-	-	(2,722)	-
Total other financing sources	<u>-</u>	<u>(15)</u>	<u>(1,208)</u>	<u>574</u>	<u>(921)</u>
Net change in fund balances	<u>\$ 20</u>	<u>\$ (881)</u>	<u>\$ 436</u>	<u>\$ 765</u>	<u>\$ (1,079)</u>
Debt service as a percentage of noncapital expenditures	1.765%	1.598%	1.813%	2.865%	1.713%
				(1)	

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

Source: City of Los Alamitos, Administrative Services Department

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

	2018	2019	2020	2021	2022
Revenues					
Taxes	\$ 11,078	\$ 11,600	\$ 11,422	\$ 13,526	\$ 19,487
Licenses and permits	814	831	1,462	914	1,035
Intergovernmental	323	294	684	1,888	699
Charges for services	1,169	1,121	1,310	890	905
Investment earnings	106	271	254	78	(665)
Fines and forfeitures	844	900	694	468	401
Other	398	349	301	610	324
Total Revenues	<u>14,732</u>	<u>15,366</u>	<u>16,127</u>	<u>18,374</u>	<u>22,186</u>
Expenditures					
General government	2,243	2,299	2,405	2,240	2,993
Public safety	5,751	5,886	5,585	5,938	6,617
Community development	1,044	928	1,052	1,185	1,292
Recreation and community services	1,598	1,590	1,615	1,391	1,911
Public works	1,943	2,064	1,983	2,379	2,952
Capital outlay	1,068	332	865	490	957
Debt service:					
Principal retirement	70	70	75	75	80
Payment to refunded bond escrow agent	-	-	-	-	-
Interest and fiscal charges	140	139	136	134	130
Total Expenditures	<u>13,857</u>	<u>13,308</u>	<u>13,716</u>	<u>13,832</u>	<u>16,932</u>
Excess of revenues over/(under) expenditures	<u>875</u>	<u>2,058</u>	<u>2,411</u>	<u>4,542</u>	<u>5,254</u>
Other Financing Sources (Uses)					
Transfers in	832	597	808	733	828
Transfers out	(1,752)	(1,157)	(1,409)	(1,334)	(1,678)
Refunding bonds issued	-	-	-	-	-
Bond premium	-	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-	-
Total other financing sources	<u>(920)</u>	<u>(560)</u>	<u>(601)</u>	<u>(601)</u>	<u>(850)</u>
Net change in fund balances	<u>\$ (45)</u>	<u>\$ 1,498</u>	<u>\$ 1,810</u>	<u>\$ 3,941</u>	<u>\$ 4,404</u>
Debt service as a percentage of noncapital expenditures	1.640%	1.611%	1.642%	1.566%	1.315%

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

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
 2021/22 Use Category Summary-Basic Property Value Table
 Last Ten Fiscal Years
 (amounts expressed in thousands)

<u>Category</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Residential	\$ 936,234	\$ 968,878	\$ 1,031,002	\$ 1,091,854	\$ 1,143,395
Commercial	288,665	296,984	318,001	359,002	365,544
Industrial	266,381	270,936	271,390	278,399	292,535
Institutional	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Recreational	-	-	-	-	-
Vacant land	8,530	8,917	8,449	9,710	9,905
SBE Nonunitary	222	222	222	222	222
Cross Reference	4,326	3,453	3,265	3,083	3,998
Unsecured	134,342	119,933	143,801	138,386	154,478
Other	-	-	-	-	-
Totals	\$ 1,638,700	\$ 1,669,323	\$ 1,776,130	\$ 1,880,656	\$ 1,970,077
Direct rate	0.10067%	0.11558%	0.11568%	0.11571%	0.11578%

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

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

CITY OF LOS ALAMITOS
2021/22 Use Category Summary-Basic Property Value Table
Last Ten Fiscal Years
(amounts expressed in thousands)

<u>Category</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Residential	\$ 1,200,335	\$ 1,266,083	\$ 1,332,806	\$ 1,408,761	\$ 1,479,534
Commercial	393,211	405,241	427,330	459,279	506,538
Industrial	292,689	308,001	315,346	382,149	417,895
Institutional	-	-	-	-	-
Miscellaneous	-	1,793	608	555	-
Recreational	-	-	-	-	-
Vacant land	11,648	10,088	19,185	14,902	10,998
SBE Nonunitary	222	970	970	970	401
Cross Reference	4,139	4,109	4,177	3,976	4,002
Unsecured	163,741	161,257	164,509	158,443	189,648
Other	-	-	-	-	-
Totals	\$2,065,985	\$2,157,542	\$2,264,931	\$2,429,035	\$2,609,016
Direct rate	0.11578%	0.11821%	0.11848%	0.11751%	0.11703%

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

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

Fiscal Year Ended June 30	Secured	Unsecured	Less: Exemptions (1)	Taxable Assessed Value (2)	Total Direct Tax Rate
2013	1,504,137	134,342	-	1,638,479	-
2014	1,549,169	119,933	-	1,788,647	-
2015	1,632,107	143,801	-	1,775,908	-
2016	1,742,048	138,386	-	1,880,434	0.116
2017	1,806,377	154,478	-	1,960,855	0.116
2018	1,902,022	163,742	-	2,065,764	0.116
2019	1,995,314	161,257	-	2,156,571	0.116
2020	2,099,452	164,509	-	2,263,961	0.116
2021	2,269,621	158,443	-	2,428,064	0.116
2022	2,418,967	189,648	-	2,609,016	0.117

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

(2) Total includes Nonunitary Taxable Assessed Values.

Note:

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

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

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

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
City Direct Rate	0.117	0.117	0.117	0.116	0.116
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.144	0.144	0.144	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.412	0.411	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks Csa 26	0.013	0.013	0.013	0.013	0.013
Orange County Public Library	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transit Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	0.006	0.006	0.006	0.006
Orange County Water District reserve	0.000	0.000	0.001	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
Anaheim High School District	0.029	0.026	0.024	0.049	0.043
Cypress Elementary	0.025	0.027	0.023	0.025	0.024
Garden Grove Unified School District	0.031	0.037	0.041	0.047	0.045
Los Alamitos Sfid	0.042	0.056	0.048	0.052	0.048
Metropolitan Water District	0.004	0.003	0.004	0.004	0.004
N. Orange County Community College	0.019	0.017	0.017	0.030	0.029
Total Voter Approved tax Rate	<u>0.150</u>	<u>0.166</u>	<u>0.157</u>	<u>0.207</u>	<u>0.192</u>
Total Tax Rate	<u>1.150</u>	<u>1.166</u>	<u>1.157</u>	<u>1.207</u>	<u>1.192</u>

Source: HdL Coren and Cone, Orange County Assessor 2011/2012 - 2020/2021 Tax Rate Table

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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
City Direct Rate	0.116	0.116	0.116	0.116	0.117
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.145	0.145	0.145	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.412	0.412	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks Csa 26	0.013	0.013	0.013	0.013	0.013
Orange County Public Library	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transit Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	0.006	0.006	0.006	0.006
Orange County Water District Reserve	0.000	0.000	0.000	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
Anaheim High School District	0.022	0.042	0.040	0.040	0.038
Cypress Elementary	0.031	0.030	0.030	0.033	0.030
Garden Grove Unified School District	0.075	0.068	0.069	0.070	0.074
Los Alamitos Sfid	0.047	0.049	0.080	0.093	0.079
Metropolitan Water District	0.004	0.004	0.004	0.004	0.004
N. Orange County Community College	0.029	0.028	0.024	0.032	0.029
Total Voter Approved tax Rate	<u>0.207</u>	<u>0.221</u>	<u>0.247</u>	<u>0.271</u>	<u>0.253</u>
Total Tax Rate	<u>1.207</u>	<u>1.220</u>	<u>1.247</u>	<u>1.271</u>	<u>1.253</u>

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

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

	2022		2013	
	Taxable Assessed Value	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Los Alamitos Medical Center	\$ 138,698	5.316%	\$ 67,539	4.121%
Los Alamitos APG LLC	129,851	4.977%		
Fine US Long Beach LLC	59,000			
JCB Merger Sub LLC	43,248			
Trend Offset Printing Inc.	41,169	1.578%	40,574	2.476%
Los Alamitos Corporation Center JV			54,495	3.325%
Don Wilson Staples LLC	39,207	1.503%	30,193	1.842%
Epson America USA	33,750			
Bar Bakers LLC	25,361	0.972%		
CGM Katella LLC	20,244	0.776%		
Ganahl Lumber Company	18,781	0.720%	15,148	0.924%
JCB Inc Tinicum Corporation		0.000%	16,963	1.035%
Bayport Los Alamitos Associates LP		0.000%	12,355	0.754%
Fine US Long Beach LLC		0.000%		
Davenport KCC Partners LLC			14,059	0.858%
Arrowhead Products Corporation			11,088	0.677%
Los Altos LLC			10,798	0.659%
ESS WCOT Owner LLC				0.000%
Top Ten Totals	<u>\$ 549,309</u>	<u>15.842%</u>	<u>\$ 273,212</u>	<u>16.672%</u>
City Totals	<u>\$ 2,609,016</u>		<u>\$ 1,638,701</u>	

Source: HdL Coren and Cone, Orange County Assessor 2011/12 and 2020/21 Tax Rolls

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

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections for Prior Years (1)	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2013	2,013,958	1,959,000	97.271%	24,090	1,983,090	98.467%
2014	2,010,346	1,981,110	98.546%	24,524	2,005,634	99.766%
2015	2,130,906	2,081,181	97.666%	19,659	2,100,840	98.589%
2016	2,261,032	2,220,841	98.222%	18,519	2,239,360	99.041%
2017	2,347,295	2,314,148	98.588%	17,812	2,331,960	99.347%
2018	2,457,342	2,440,391	99.310%	16,019	2,456,410	99.962%
2019	2,679,049	2,629,318	98.144%	16,951	2,646,269	98.776%
2020	2,786,377	2,742,208	98.415%	21,973	2,764,181	99.203%
2021	2,903,005	2,761,268	95.118%	18,858	2,780,126	95.767%
2022	2,950,445	2,737,154	92.771%	18,843	2,755,997	93.410%

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

Source: Orange County Auditor - Controller

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

Fiscal Year	Governmental Activities		Total Primary Government	Debt as a Percentage of Personal Income ¹	Debt Per Capita ¹
	Certificates of Participation	Capital Lease			
2012	\$ 3,110	0	\$ 3,110	0.743%	\$ 269.10
2013	\$ 3,055	-	\$ 3,055	0.693%	\$262.77
2014	\$ 2,970	-	\$ 2,970	0.668%	\$253.22
2015	\$ 2,895	-	\$ 2,895	0.662%	\$246.91
2016	\$ 3,685	-	\$ 3,685	0.874%	\$313.94
2017	\$ 3,615	270	\$ 3,885	0.912%	\$330.95
2018	\$ 3,545	204	\$ 3,749	0.871%	\$316.02
2019	\$ 3,475	137	\$ 3,612	0.869%	\$308.16
2020	\$ 3,400	69	\$ 3,469	0.782%	\$299.90
2021	\$ 3,325	68	\$ 3,469	0.720%	\$307.51

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

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Direct and Overlapping Governmental Activity Debt
As of June 30, 2022
(amounts expressed in thousands)

2021-2022 Taxable Assessed Valuation: \$ 2,608,517

	Total Debt 6/30/2022	Percent Applicable to City (1)	City's Share of Debt 6/30/2022
<u>DIRECT DEBT</u>			
Vehicle Lease Debt	\$ 62	100.000%	62
Bonded Debt	3,245	100.000%	3,350
TOTAL DIRECT DEBT			\$ 3,412
<u>OVERLAPPING DEBT:</u>			
Anaheim High 2002 Bond Series 2003	\$ 15,504	0.070%	\$ 11
N.OC Community College 2002 Bond Series #2003B	29,293	1.773%	519
Anaheim High 2002 Bond Series 2002A	28,245	0.071%	20
N.OC Community College 2002 Bond 2005 Refunding	27,702	1.773%	491
Los Alamitos SFID #1 2008 Series 2009	23,065	23.810%	5,492
Cypress Elementary 2008 Bond Series A	15,884	0.477%	76
Los Alamitos SFID #1 2008 Series 2010	2,000	23.810%	476
Los Alamitos SFID #1 2008 Series 2010C	2,000	23.810%	476
Garden Grove USD 2010 Series B	114,445	0.006%	7
Los Alamitos SFID #1 208 Series D	19,000	23.810%	4,524
Cypress Elementary 2008 Bond, Series B1 & B2	24,674	0.477%	118
Los Alamitos SFID #1 208 Series E	58,705	23.810%	13,978
Garden Grove USD 2010 Series C	129,585	0.006%	8
Anaheim High 2014 Bond Series 2015	47,045	0.071%	33
N.OC Community College 2014 Bond Series A	34,025	1.773%	603
Garden Grove USD 2016 Series 2017	69,900	0.006%	4
Anaheim High 2018 Bond Series 2014	69,015	0.071%	49
Garden Grove USD 2016 Series 2019	72,510	0.006%	4
Los Alamitos SFID #1 2008 Series A	33,085	23.810%	7,878
Los Alamitos SFID #1 2008 Series F	11,980	23.810%	2,852
N.OC Community College 2014 Bond Series B	112,416	1.773%	1,993
Anaheim High 2014 Bond Series 2019	96,460	0.071%	68
Los Alamitos SFID #1 2008 Series 2020G	8,500	23.810%	2,024
Los Alamitos SFID #1 2008 Series 2020B	39,500	23.810%	9,405
Grden Grove USD 2016 Series 2021	146,000	0.006%	9
Metropolitan Water District	4,052	0.383%	\$ 16
TOTAL OVERLAPPING DEBT			51,134
TOTAL DIRECT & OVERLAPPING DEBT			\$ 54,546

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

Ratios to Assessed Valuation:

Total Direct Debt.....	0.14%
Overlapping Debt.....	1.96%
Net Combined Total Debt.....	2.10%

Source - HdL Coren & Cone, Orange County Assessor and Auditor Combined 2020/21 Lien Date Tax Rolls

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

Legal Debt Margin Calculation for the Current Year

Assessed value	\$ 2,609,016,274
Debt limit (15% of assessed value)	391,352,441
Debt applicable to limit	0
Legal debt margin - Current Year	<u>\$ 391,352,441</u>

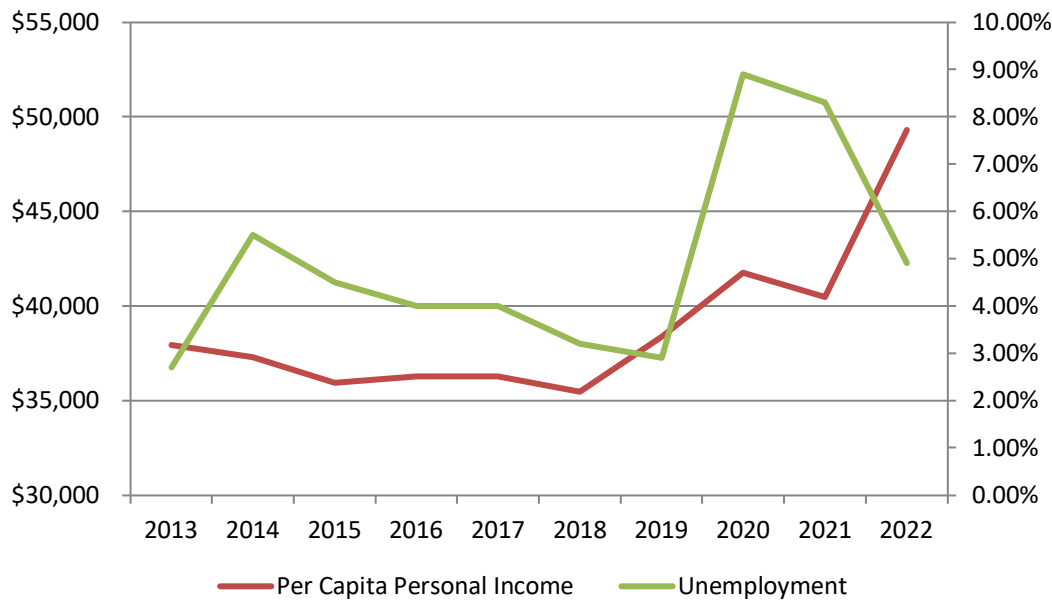
Fiscal Year	Debt Limit	Debt Applicable to Limit	Legal Debt Margin	Debt as Percentage of Limit
2013	245,805,113	0	245,805,113	0
2014	250,398,597	0	250,398,597	0
2015	266,419,511	0	266,419,511	0
2016	282,098,369	0	282,098,369	0
2017	294,161,529	0	294,161,529	0
2018	309,897,790	0	309,897,790	0
2019	323,585,613	3,612,467	319,973,146	1.12%
2020	343,305,168	3,565,517	339,739,651	1.04%
2021	367,857,100	3,325,000	364,532,100	0.90%
2022	394,702,562	3,350,121	391,352,441	0.85%

Source: City of Los Alamitos, Finance Department

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

Calendar Year	Population	Personal Income (in thousands)	Per Capita Personal Income	Unemployment Rate
2013	11,729	444,811	37,924	2.70%
2014	11,725	437,214	37,289	5.50%
2015	11,738	421,786	35,933	4.50%
2016	11,739	425,943	36,284	4.00%
2017	11,863	430,396	36,280	4.00%
2018	11,721	415,852	35,479	3.20%
2019	11,567	443,756	38,363	2.90%
2020	11,538	481,688	41,747	8.90%
2021	11,873	480,337	40,456	8.30%
2022	11,780	580,872	49,310	4.90%

Per Capita Personal Income and Unemployment



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

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

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Function/Program</u>										
General Government										
City Council	5	5	5	5	5	5	5	5	5	5
Administration	8	8	8	8	8	8	8	6	6	7
Community Development										
Administration	1	1	1	1	1	1	1	1	1	
Planning	1	1	1	1	1	1	1	1	1	1
Code Enforcement	1	1	1	1	1	1	1	1	1	1
Police										
Administration	4	4	4	4	4	4	4	4	4	5
Patrol	19	19	19	19	19	18	18	13	13	15
Investigation	3	3	3	3	3	3	3	3	2	3
Records	2	2	2	2	2	2	2	2	3	3
Crossing Guards	3	3	3	3	1	1	1	1	1	1
Other PD Support	2	2	2	2	2	2	2	2	3	3
Public Works										
Admin/Engineering	1	1	1	1	1	1	1	1	1	4
Maintenance	10	10	10	10	10	9	9	7	7	6
Recreation & Community Services										
Administration	5	5	5	5	5	4	4	4	2	7
Recreation/Cultural	15	15	15	15	14	11	11	11	9	11

Source: City of Los Alamitos, Finance Department

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

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>Function/Program</u>					
Community Development					
Number of:					
Business licenses	1,964	2,089	2,227	2,169	2,068
Plan checks	141	110	95	96	93
NPDES inspections	126	57	104	60	60
Code violations	97	147	121	267	267
Police					
Number of:					
Part 1 crimes	433	330	299	252	268
Parking violations	1,532	1,766	3,283	3,963	2,997
Traffic (moving) violations	2,177	2,354	1,786	1,473	2,885
Incident & crime reports	1,361	1,293	1,381	1,167	1,254
Public Works					
Square yd of street resurfacing/repair	38,800	20,000	15,000	-	-
Miles of street sweeping	33	33	33	33	33
Number of:					
Street signal maintained	24	25	25	25	25
Trees pruned per year	632	620	615	991	991
Square feet graffiti removal	1,650	1,550	1,245	1,205	1,205
Recreation & Community Services					
Total in attendance:					
Aquatics	230,000	232,000	235,000	163,000	0
Community Services/Seniors	9,800	10,500	10,500	13,180	14,000
Day Camp	2,600	2,800	2,900	2,800	3,000
Park Program	1,400	2,600	4,385	4,262	4,140
Sports	N/A	N/A	N/A	35,500	30,000
Classes	6,400	6,300	6,900	8,900	8,900
Special Events	40,000	41,470	34,200	30,475	34,820

NA - Not Available

Source: City of Los Alamitos, Finance Department

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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Function/Program</u>					
Community Development					
Number of:					
Business licenses	2,153	1,806	2,046	2,630	2,413
Plan checks	108	98	74	81	338
NPDES inspections	157	85	79	9	55
Code violations	483	420	451	946	1,892
Police					
Number of:					
Part 1 crimes	209	193	189	330	157
Parking violations	4,043	4,221	1,471	1,470	3,835
Traffic (moving) violations	1,430	1,114	342	636	677
Incident & crime reports	896	752	729	1,046	1,044
Public Works					
Square yd of street resurfacing/repair	-	-	-	-	62,445
Miles of street sweeping	33	33	33	33	858
Number of:					
Street signal maintained	25	25	21	22	28
Trees pruned per year	991	991	995	1,375	1,529
Square feet graffiti removal	1,205	1,205	900	1,100	1,836
Recreation & Community Services					
Total in attendance:					
Aquatics	-	-	-	-	-
Community Services/Seniors	14,100	18,390	17,040	16,000	21,600
Day Camp	4,040	3,500	3,200	4,500	4,400
Park Program	4,040	3,000	2,400	2,250	1,800
Sports	30,500	28,234	14,970	13,000	15,500
Classes	8,800	10,300	9,960	8,000	11,000
Special Events	35,000	38,225	31,600	20,000	35,020

NA - Not Available

Source: City of Los Alamitos, Finance Department

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

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Function/Program</u>										
Community Development										
Code enforcement vehicles	1	1	1	1	1	1	1	1	2	2
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Vehicles	7	7	7	7	8	8	8	8	10	13
Other Vehicles	8	9	9	9	9	9	9	9	11	11
Public Works										
Streets (Miles)	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9
Street lights	910	911	911	911	911	911	911	911	911	911
Traffic signals	24	25	25	25	25	25	25	25	25	25
Public works vehicles	13	13	13	13	13	11	11	11	11	11
Recreation & Community Services										
Youth centers	1	1	1	1	1	1	1	1	1	1
Community centers	1	1	1	1	1	1	1	1	1	1
Parks	9	9	9	9	9	9	9	9	9	9
Community service vehicles	2	2	2	2	2	3	3	3	3	3

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
Top 10 Businesses for Fiscal Year 2021-22

Ranking Firm Name

- 1 Ganahl Lumber
- 2 Shell
- 3 Grating Pacific
- 4 Gemini Forrest Products
- 5 Siteone Landscape Supply
- 6 Trend Offset Printing
- 7 Mamas Comfort Food
- 8 Katella Bakery & Deli
- 9 Adamson Police Products
- 10 Chevron

Source: HdL Coren and Cone, Sales Tax Trends and Economic Drivers

CITY OF LOS ALAMITOS
Principal Employers
Current Year and Ten Years Ago

EMPLOYER	FY2021-22			FY2012-13		
	Employees	Rank	% of Total City Employment	Employees	Rank	% of Total City Employment
Los Alamitos Medical Center	1,100	1	7.56%	1,035	1	7.33%
Arrowhead Products	780	2	5.36%	578	2	4.09%
Trend Offset Printing	700	3	4.81%	468	3	3.31%
Epson America	693	4	4.76%			
Super Media Sales, Inc.				253	4	1.79%
Mittera California, Inc.	238	5	1.64%			
Discovery Practice Management, Inc.	205	6	1.41%			
Bar Bakers, LLC	200	7	1.37%			
Resare Marketing, Inc.	191	8	1.31%			
Alamitos West Health & Rehabilitation				151	6	1.07%
Evergreen Pharmaceutical of California, Inc.				150	7	1.06%
Katella Delicatessen-Restaurant-Bakery, Inc.	145	9	0.99%	187	5	1.32%
Alliance Spacesystems, LLC	144	10	0.98%	107	10	0.76%
Bloomfield Bakers				141	8	0.99%
Bearing Inspection, Inc.				123	9	0.87%
Total	<u>4,396</u>		<u>30.19%</u>	<u>3,193</u>		<u>22.59%</u>

Source: HdL Companies, City Planning Department, and State of California Employment Development Department



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

Independent Accountants' Report on Applying Agreed-Upon Procedures
Appropriations Limit Worksheets

We have performed the procedures enumerated below on the appropriations limit calculation worksheets of the City of Los Alamitos, California (City) for the year ended June 30, 2022. The City's management is responsible for the appropriations limit calculation worksheets.

The City has agreed to and acknowledged that the procedures performed are appropriate for the intended purpose of meeting the requirements of Section 1.5 of Article XIII B of the California Constitution (Constitution) and the League of California Cities as presented in the League publication entitled *Article XIII B Appropriations Limitation Uniform Guidelines* (Guidelines). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. We obtained the worksheets referred to above and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote.

Results: No exceptions were noted as a result of our procedures.

2. We recalculated the mathematical computations reflected in the City worksheets.

Results: No exceptions were noted as a result of our procedures.

3. We compared the current year information used to determine the current year limit and found that it agreed to worksheets prepared by the City and to information provided by the State Department of Finance.

Results: No exceptions were noted as a result of our procedures.

4. We compared the amount of the prior year appropriations limit presented in the worksheets to the amount adopted by the City Council for the prior year.

Results: No exceptions were noted as a result of our procedures.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on meeting the requirements of the Constitution and Guidelines. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City and is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
February 6, 2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 10F

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Professional Services Agreement (PSA) to Charles Abbott & Associates, Inc. for Building & Safety Services

SUMMARY

On Thursday, January 19, 2023, staff received and reviewed bids for Request for Proposal (RFP) 2022-04 Building & Safety Services, which is inclusive of building division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services. This item seeks to award the bid for RFP 2022-04 to Charles Abbott & Associates, Inc., for a three-year term with two possible 2-year extensions and in accordance with the fee schedule noted herein.

RECOMMENDATION

Award the bid for RFP 2022-04 and authorize the Mayor to execute the Professional Services Agreement with Charles Abbott Associates Inc. (CAA), for Building & Safety services for a three-year term with two possible 2-year extensions in accordance with the fee schedule not to exceed the sum of:

- 80% of permit and plan check fees up to \$15,000
- 65% of permit and plan check fees from \$15,001 to \$30,000
- 55% of permit and plan check fees from \$30,001 to \$75,000
- 50% of permit and plan check fees greater than \$75,000
- \$20,000 annual cost for the permitting tracking system, CityTech

BACKGROUND

The Building & Safety Division is responsible for the administration and enforcement of the uniform building codes and related federal, state, and City adopted laws and ordinances. This responsibility includes meeting state mandates to ensure all structures meet or exceed the minimum life safety standards. This division assures that these standards are in compliance by providing organized procedures for the review of plans and specifications, field checking construction projects, and investigation of substandard structures for abatement.

The City's current Building & Safety services are provided by Charles Abbott Associates Inc. (CAA). The City's current agreement with CAA has utilized its final allowable contract extension, which is set to expire on June 30, 2023. If this item is approved by Council, the current agreement will be terminated on March 21, 2023 with the new agreement taking effect

on the same date.

Since July 2010, CAA has provided comprehensive building services for the City. Subsequent to the end of the 2010 agreement term, the City released a Request for Proposals (RFP) in 2015, which once again sought competitive bid responses from qualified firms to provide comprehensive Building & Safety services.

At the November 2022 meeting, Council approved RFP 2022-04, which sought bids from qualified firms to provide all encompassing Building & Safety services including building division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services. RFP 2022-04 solicited a firm to provide contract services, which would augment City staff as it relates to Building & Safety Division services. Under the direction of the Development Services Department, the selected firm provided services in a cost-effective, efficient and professional manner, and to provided labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

Staff noticed this solicitation for bids on the City's website and the Event News Enterprise on Wednesday, November 23, 2022 and Wednesday, November 30, 2022.

DISCUSSION

In response to RFP 2022-04, the City received three (3) bid responses, two (2) of which were deemed disqualified for not meeting the submittal requirements stipulated in the RFP. The three (3) responding firms included 4Leaf, Inc., Charles Abbott Associates, Inc. (CAA), and Transtech.

Of the three, CAA provided a fully responsive bid, outlining the following costs:

Fee for Consulting Services Based on Project Valuations

Valuation	Percentage
\$1 to \$15,000	80%
\$15,000 to \$30,000	65%
\$30,001 to \$75,000	55%
\$75,001 and greater	50%

Fee for Building Permitting Software via CityTech Solutions

System Name	Annual Cost
CityTech Solutions	\$20,000

Fees for Expedited Plan Check

Time	Hourly Rate
-------------	--------------------

1 hour	\$160
2 hours	\$160
3 or more hours	\$160

As proposed, additional plan check review fees will not be charged for expedited requests, as the cost is included in the percentage of fees for services.

Supplemental Hourly Rate Schedule for As-Needed Services

Job Description	Hourly Rate
Assistant Planner	\$105
Interim Development Services Director	\$160
Consultant for the Development Services Department	\$160
Landscape Architect	\$160
Permit Technician	\$73
Plan Checker	\$107
Planning Aide	\$90

Rate and Services Structure for Sub-Consultant(s)

Sub-Consultant(s)	Hourly Rate
Assistant Planner	\$105
Planning Aide	\$90

Term of the Agreement

Under the terms of this PSA, this Agreement will expire on March 20, 2026, unless extended for a maximum of two (2) possible – 2-year contract extensions, which would extend the City's contractual relationship with CAA through March 20, 2030.

FISCAL IMPACT

All work to be performed under the proposed PSA is programmed and appropriated into the budget for the current fiscal year via Account No. 10-534-5260 and 10-534-5267. Since this will be a multi-year PSA, it is anticipated that future fiscal budgets will provide sufficient funding for this service.

- Attachment:
1. Professional Services Agreement - Charles Abbott & Associates, Inc.
 2. Exhibit A - Scope of Services
 3. RFP 2022-04 Building Safety Services

PROFESSIONAL SERVICES AGREEMENT
Building & Safety Services (RFP) 2022-04
[Charles Abbott Associates, Inc.]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this day of July 1, 2023 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and CHARLES ABBOTT ASSOCIATES, INC. (“Contractor”) a, California Corporation. 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 Building & Safety services including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, public counter services, and Building Permitting Software via CityTech Solutions.

B. In response to City’s formal Request for Proposals No. 2022-04 (RFP), dated November 14, 2022, Contractor submitted to City a written proposal, dated January 19, 2023, 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 Building & Safety Services for Development Services Department Proposal, dated January 19, 2023, 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, subcontractors and subconsultants providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2022-04, dated November 14, 2022; 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, consultants, individuals, 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 no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of 80% for permit and plan check fees up to \$15,000, 65% of permit and plan check fees from \$15,001 to \$30,000 and 55% of permit and plan check fees over \$30,001 up to \$75,000, 50% of permit and plan check fees greater than \$75,000 including counter, inspection, plan check, and Building Official oversight and an the annual cost of \$20,000 for the Building Permitting Software via CityTech Solutions. 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.

33 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.

34 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 an initial period of three (3) years, ending on July 1, 2026, with two (2) possible - two (2) year extensions at the sole discretion for renewal by the City, ending on March 20, 2030.

4. COORDINATION OF PROJECT SERVICES

41 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: Mark Abbott 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.

42 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.

43 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"). Contractor shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Contractor'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, Contractor 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 Contractor 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 Contractor 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 Contractor 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.

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

54 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.

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

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

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

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

ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

57 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.

58 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.

59 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.

510 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.

83 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.

84 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.

85 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 – Charles Abbott Associates, Inc.

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:

Mark Abbott, CBO
27201 Puerta Real, #200
Mission Viejo, CA 92691
markabbott@caa.inc

102 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.

103 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.

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

105 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.

106 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: _____

Tanya Doby

Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____

Michael S. Daudt

City Attorney

By: _____

Windmera Quintanar, MMC

City Clerk

“Contractor”

Name of Contractor

By: _____

Mark Abbott

CBO

markabbott@caa.inc

By: _____

Rusty R. Reed

President

rustyreed@caa.inc

EXHIBIT “A”

1277023.1



Charles Abbott Associates, Inc.

A background photograph of a construction site. On the left, a multi-story concrete building is under construction, with scaffolding visible on its exterior. In the foreground, there is a dirt area with construction workers wearing hard hats and safety vests. A small blue utility vehicle is parked nearby. The sky is clear and blue.

RESPONSE TO RFP 2022-04 TO PROVIDE
Building & Safety Services
for Development Services
Department

City of Los Alamitos

Attn: Ron Noda
Development Services Director
3191 Katella Avenue
Los Alamitos, CA 90720

Proposal Due Date: January 19, 2023 by 10:00am

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

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A: Letter of Transmittal

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building and Safety Services to the City of Los Alamitos (City). Since 1984, CAA has been providing a growing number of cities with outstanding Building Services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry.

CAA has successfully supported the City of Los Alamitos with outstanding Building and Safety Services since 2010 and hopes to be able to continue to provide you with our services for years to come. We are grateful to the City for being a loyal customer, and sincerely value the relationships we have been able to build over these years.

Given our long-standing relationship with the City, CAA possesses a unique level of knowledge of and experience with the City and its stakeholders no other provider can match. Our staff has been involved in improving the Building Department in many ways, including:

- ✓ Maintaining a company rating of "2" in the Insurance Services Office's (ISO) Building Code Effectiveness Grading Schedule (BCEGS) for both commercial and residential properties, which extends to the City of Los Alamitos
- ✓ Facilitating the completion of large projects such as the 107-unit Los Alamitos Luxury Apartments; the six-story Los Alamitos Medical Office Building and Parking Structure; the four-story 108 room Fairfield Marriott hotel; and several residential tracts by the Olson Companies.
- ✓ Implementing a permit application kiosk at the Building Department counter, as well as an online plan check and permit issuance system, complete with online payment of plan check and permit fees.

CAA understands the City is seeking to continue to provide comprehensive contract Building and Safety Services to the City's Development Services Department and serve in the capacities of City Building Official, Building Inspector, and Plans Examiner. CAA offers to continue to provide all the requested services to the City, including building division administration, building counter operations, daily building inspections and plan check, permit issuance, support staffing at the public counter during regular business hours, complex code interpretation, policy and procedure recommendations, complaint investigations, compliance with NPDES requirements and WQMP's, and all other related activities. CAA will continue to provide guaranteed plan check turnaround times and on-call emergency staff as needed and in adherence to the established performance standards.

CAA currently has staff operating in and providing services for numerous nearby municipalities in Southern California, ensuring consistent resource availability, fast response times, and maximum efficiency. Our experienced plan review staff is supplemented with additional expertise such as structural engineering, geotechnical, and other support services as required. We will provide complimentary over-night mail service of plans in addition to web based digital review. This along with the availability of our local resources will allow us to respond quickly to all of the City's needs and ensure all of our turnaround times are met.

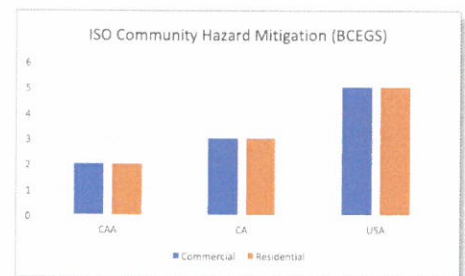


Our project team assigned to the City possesses many years of related project experience together with a deep understanding of the City and its characteristics, making CAA exceptionally well qualified to continue providing the requested services to the City as described in our submittal. Our team includes a Building Official and, commensurate with the City's workload, Plans Examiners, and Building Inspectors. Our staff will continue to carry out the duties of the Building and Safety Division, as well as other duties as assigned. Our staffing levels will remain proportionate with the City's workload and ensure that all City building plan checks and inspections are conducted in an efficient and courteous manner that is responsive to the needs of the City and the public.

Our staff regularly attends and sponsors training courses, seminars, and conferences to ensure they are up-to-date on the most relevant issues in the industry. For example, State Law in Health and Safety Code Section 18949.29 requires 45 hours of continuing education every three years, 8 of which must be in subjects relating to accessibility requirements. As a result of instituting and maintaining these advanced industry-training standards, the International Code Council (ICC) has recognized CAA as a Preferred Provider, the first entity in California and the 14th in the Country to receive such recognition.



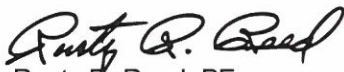
CAA's commitment to staff certification, extensive staff training, and expertise in code administration has earned the company a high Insurance Services Office (ISO) rating. The ISO assesses each community on a scale of 1 to 10 (with 1 being the highest) with regards to the administration and enforcement of the building codes and mitigation of losses from natural hazards. Serving multiple jurisdictions, CAA received a company rating of "2", which was extended to all of our California Cities in 2021 by ISO, including the City of Los Alamitos. To date, CAA is the only company in California to receive an ISO rating, illustrating our strong commitment to mitigating losses and enforcing codes to improve safety in our communities.



We pledge the full resources and backing of our firm to ensure that the City continues to have the most efficient and cost effective building services strategy available. Should the City have any questions or require additional information, please contact Mark Abbott or myself directly. Thank you in advance for your consideration.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.


Rusty R. Reed, PE

President

B: Consultant Data



CAA's expert staff successfully services over 25 cities in California, including many cities in Orange County such as the nearby cities of Cypress, Mission Viejo, and Aliso Viejo. Our corporate headquarters as well as our plan review office where we have full-time and part-time plan reviewers available to meet additional workload as required has been located in Mission Viejo, CA for the past 17 years, and the presence of our local employees gives us the ability to provide additional staff without delay if workload increases or emergencies arise.

1. Official Name and Address: Charles Abbott Associates, Inc.

27201 Puerta Real, #200
Mission Viejo, CA 92691

2. Point of Contact:

Mark Abbott, CBO

27201 Puerta Real, #200
Mission Viejo, CA 92691
Tel: 760-403-8082
markabbott@caa.inc

3. Entity Type:

Corporation

4. Federal Tax ID:

33-00753899

5. Firm Locations:

CALIFORNIA (Corporate Headquarters)

27201 Puerta Real, #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
(949) 367-2850

GEORGIA

20 Pointe North Drive, Suite 107
Cartersville, GA 30120
(866) 530-4980

COLORADO

4704 Harlan St, Suite 512
Lakeside, CO 80212
(866) 530-4980

NEVADA

200 S. Virginia, 8th Floor
Reno, NV 89501
(866) 530-4980

FLORIDA

10752 Deerwood Park Blvd South, Suite 100
Jacksonville, FL 32256
(866) 530-4980

6. Ownership:

CAA is not owned in part or full by another business organization or individual.

7. Years in Business:

39 (founded in 1984)

8. Comparable Contracts:

City of Laguna Hills
City of Port Hueneme

since 2021
since 2018

Building & Safety Services
Building & Safety Services

City of Ojai	since 2016	Building & Safety Services
City of Calimesa	since 2014	Building & Safety Services
City of Duarte	since 2013	Building & Safety Services
City of La Palma	since 2012	Building & Safety Services
City of Laguna Hills	since 2012	Building & Safety Services
City of Los Alamitos	since 2010	Building & Safety Services
City of Cypress	since 2008	Building & Safety Services
City of Rancho Santa Margarita	since 2007	Building & Safety Services
City of Laguna Niguel	since 2006	Building & Safety Services
City of Aliso Viejo	since 2002	Building & Safety Services
City of Mission Viejo	since 1995	Building & Safety Services
City of Camarillo	since 1994	Building & Safety Services
Town of Yucca Valley	since 1994	Building & Safety Services
City of Yucaipa	since 1993	Building & Safety Services
City of Twentynine Palms	since 1993	Building & Safety Services
Town of Apple Valley	since 1990	Building & Safety Services
City of Hidden Hills	since 1990	Building & Safety Services
City of Moorpark	since 1988	Building & Safety Services

9. Areas of Specialization: Building & Safety Administration
Building & Fire Plan Review
Building Inspections
Accessibility Assessments
Grading and Improvement Review
Environmental Assessment
Municipal NPDES Programs
NPDES Review & Inspections
Public Works Administrative Services
Organizational/Personnel Audits
Evaluation of Fee Structures
Grant/Funding Applications

10. Failures to Complete: CAA has not had any failures or refusals to complete a contract.

11. Financial Interests: CAA's only business is to provide professional services to municipalities. Those services include Building and Safety, Code Enforcement, Environmental Compliance, Engineering, and other related services. CAA has no financial interests in any other line of work.

12. Conflicts of Interest: CAA is not aware of any conflicts of interest in proposing our services to the City of Los Alamitos.

C: Proposal



CAA exclusively serves public agencies and proposes to continue to perform all Building Department Services (Building Official, Plan Check, and Inspections) for the City.

1. LETTER OF INTRODUCTION

CAA will continue to act as the City's Building Official and be responsible for the review of building plans, inspections of residential and non-residential buildings and structures, provide inspection reports, and advise City staff as needed. CAA will ensure compliance with the California Building Code, California Residential, California Plumbing Code, California Electrical Code, California Mechanical Code, California Green Building Standards Code, California Energy Code and the City Municipal Code. CAA will be responsible for the administration and enforcement of the City's various codes and ordinances related to building safety while ensuring that the health and safety of the public are maintained through adherence to the requirements established by law for the construction, alteration or use of new and existing buildings. CAA will review entitlement projects for code compliance and develop any necessary conditions of approval. CAA will work with the Cities' code enforcement staff to investigate building code complaints and work with stakeholders to resolve issues with a reasonable and code compliant approach. Our staff is certified with the State to provide emergency damage assessment inspections for a single after-hours event or large-scale natural disaster. We have staff outside of the surrounding area, so if a natural disaster strikes, employees can be brought in from unaffected areas to support local staff. CAA will also prepare the triennial code adoption ordinance, attend, and present the ordinance for approval by the City council and formal adoption. In addition, if any State laws are adopted outside of the typical triennial code adoption cycle which may require the adoption of additional ordinances, CAA will prepare and present those as well. CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

CAA will also continue to provide staff to review and process permit applications, provide counter services, schedule and map out inspections, prepare reports, and act as the point of contact for developers and contractors doing business with the City. CAA will continue to provide the following services to the City:



Building Division Administration



Building Inspection Services



Building Plan Review Services



Permitting Software



BUILDING DIVISION ADMINISTRATION

CAA will continue to provide an ICC Certified Building Official to be responsible for the administration and enforcement of the City's various codes and ordinances related to building safety while ensuring that the health and safety of the public are maintained through adherence to the requirements established by law for the construction, alteration or use of new and existing buildings.

Through cooperation with other departments, CAA is able to assist in protecting the economic interests of the community with the ultimate goal of ensuring the development of safe and sustainable buildings for subsequent generations.



Our Building Division Administration includes the following responsibilities:

- Serve as the City's Building Official and ensure compliance with adopted building codes, City ordinances, and conditions of approval.
- Issue Certificates of Use and Occupancy.
- Continually review building codes and recommend code updates as needed or required by State law; provide direction in the processing of complex Building Codes issues, including historic structures, and dispute resolution; develop and maintain Building and Safety Procedures Manual.
- Ensure all building related activities are entered into the City's tracking system and prepare detailed monthly, quarterly, and annual reports of activities to the City. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of plans reviewed, number of inspections performed, and other statistical information pertinent to the services provided.
- Attend Planning Commission and Council meetings as needed; prepare Planning Commission and City Council reports and recommendations; and provide comments and conditions of approval.
- Ensure proper staffing levels, supervision, and training of all subordinate team members in order to maintain the minimum production standards, and provide quality control review of plan checks, inspections and permit processing in order to achieve customer service expectations.
- Develop training and educational materials relevant to building safety for dissemination to the elected and appointed officials, contractors, and general public.
- Attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently.
- Provide resolution of residents and building community complaints and concerns.
- Make determination on the approval and use of alternative materials and methods of construction.
- Oversee the building permit and plan check, building inspection and counter services, assist with issuing permits and respond to public inquiries.
- Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures, and assuring that files and plans are secured, organized, and kept up to date.
- Provide staff assistance for internal and external customers and assist other divisions such as Code Enforcement and Planning.
- Additional services as needed and as requested by the City.



BUILDING INSPECTION SERVICES

CAA will continue to provide qualified Building Inspectors whose background, experience, applicable certifications and demeanor demonstrate the ability to conduct inspections in accordance with jurisdictional standards.

Building inspections of residential and non-residential structures will ensure compliance with all local ordinances and State and Federal laws that pertain to Building and Safety. Our highly qualified and certified inspectors are thoroughly trained on these codes and local amendments, and maintain a close working relationship with planning, code enforcement and public works personnel.



Inspectors assigned to the City will:

- Conduct daily inspections between 7:30 a.m. and 4:00 p.m. as well as after hours or weekend inspections as dictated by the City. CAA will provide and maintain vehicles, cell phones, iPads, and other technology devices required to carry out the duties of building inspections.
 - Coordinate all building inspection requests and perform periodic construction inspections for compliance with applicable Federal and State regulations, City adopted building codes, National Pollution Discharge and Elimination System Permit (NPDES) requirements, approved plans, and other standards as applicable.
 - Inspect buildings for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.
 - Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection notices will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable).
 - Ensure that all inspection turn-around times are met or improved. CAA will perform all inspections called in before 4pm no later than the end of the following business day.
 - Observe all safety and security procedures, and report potentially unsafe conditions immediately.
- CAA staff is trained to quickly identify and document any areas of non-compliance and is able to suggest corrective actions or alternate means where applicable.
- Report code enforcement violations to the City immediately. CAA will submit a written record to the City as a result of any inspection within 24 hours after inspection period. CAA will issue stop-work notices for un-permitted building activities as required and, if necessary, issue red tags if the structure is deemed unsafe.
 - Attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently, as well as provide inspection consultations to citizens, applicants and contractors.
 - Conduct any necessary or required emergency inspections as directed by the City. Investigations will include field and office research, follow-ups and preparation of documentation.
 - Ensure daily inspection information is entered into the City's tracking system daily.
 - Coordinate with various City and County agencies and departments as needed to obtain compliance with building and safety code regulations.
 - Provide additional services as needed and as requested by the City.



BUILDING PLAN REVIEW SERVICES

CAA will continue to provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings. Our registered professionals and ICC Certified Plan Examiners will ensure compliance with all local codes and ordinances as well as State and Federal laws that pertain to Building and Safety.



Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time. Plan review will be performed in-house and off-site when the need arises due to workload variations and in order to meet our committed timelines. When needed, CAA will overnight Building Plans using "OnTrac" or a similar shipping firm to transport those plans requiring off-site review to and from the office of the City to CAA's main office, where the plan check service will be provided. Most of our plan examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times as shown below.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

- CAA will perform over the counter building plan checks, answer technical questions from the public as needed, calculate building permit and plan check fees, and review permit issuance.
- Service at the building counter will be provided from 7:30 a.m. to 12:30 p.m. Monday through Thursday, excluding City recognized holidays.
- CAA will continue to utilize a standard plan check created specifically for the City to ensure consistency in plan review.
- In the process of review, CAA will confirm building use, occupancy, and type of construction.
- Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.
- CAA staff are proficient in plan review for the California Codes including but not limited to Building, Residential, Architectural, Structural, Plumbing, Electrical and Mechanical.
- CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of any updates and new requirements. Plans and supporting documentation are reviewed for completeness, accuracy, and minimum code compliance.
- CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with ADA and the Accessibility Code. CAA, when requested will offer plan review support to local Fire Marshals and their respective communities in compliance enforcement.
- CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards.
- CAA has taken extensive steps to implement and use more efficient or "green" service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA's and the City's carbon footprint.

- CAA will coordinate and interface with City Departments and other agencies as needed.
- CAA's certified plan reviewer is able to serve as Deputy Building Official in the absence of the

Building Official, and manage, coordinate, and oversee the department.

PLAN REVIEW TIMEFRAMES

All initial reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time. Routine and simple plan reviews will be conducted immediately over the counter. Expedited plan review is available at an extra charge, if requested by the City.

Single Family Dwelling	10 business days
Re-Review	5 business days
Tenant Improvements	5 business days
New Commercial/Industrial (< than 10 million valuation)	10 business days
New Commercial/Industrial (> than 10 million valuation)	10 business days
Revisions to Approved Plans	1- 5 business days



BUILDING PERMITTING SOFTWARE

CAA will continue to provide the City with our CityTech Solutions Permit system. The CityTech Permits app simplifies the building permit process for any municipality as it is the most user-friendly, efficient and affordable permitting app for cities and their constituents.

CityTech Permits Pro includes:



- A robust permit system that is built specifically for fast and thorough processing of plan checks and permits which provide a great user experience and even better customer experience.
- A breadth of features including Google Map integration, easy search capabilities and the ability to duplicate permits quickly for repeat customers.
- Plan check tracking that allows all departments to view the status of projects and/or participate in the entire plan check process.
- Integration with industry leading PDF markup app, Bluebeam Revu. Includes unlimited document storage.
- Plan check assignments that give the Permit Techs or Plan Check Supervisor the ability to assign plan reviews to the appropriate Plan Checkers from any department.
- A plan check calendar for Plan Checkers to see their upcoming To Do List, as well as a reports for Plan Check turnaround times that can be viewed by any user.
- An Approvals process that assures City users cannot issue or final a permit record until all chosen Departments have signed off.
- A one-click digital signature service where Permit Technicians can request digital signatures from the permittee that can be placed onto the legal copy of the permit.
- An iPad queuing system that allows City Hall customers the ability to check in at the front counter via kiosk and fill out a permit application for faster permit issuance.
- An online Permit Center for Contractors, Homeowners and Architects to submit and facilitate the entire plan check process online.
- The ability for Contractors to login to their own account and request inspections through the online Permit Center up to a month in advance.
- The ability to connect the City's credit card processor to the online Permit Center for faster processing of plan check submittals.
- A digital shopping cart for accurately applying fees to a plan check or permit.
- Various features for inspectors to manage their daily inspections, from drag and drop sortable inspection run lists to printable run lists to share with the entire department.
- An inspector mobile solution via an Apple iPad that allows an inspector to input corrections for an inspection, take an unlimited number of photos and email a digital correction notice to the contacts on a permit.
- GIS maps with built-in ArcGIS services that includes basic City's property data and property owner information. Integration with an in-house ArcGIS server is available as well.
- Various reports for monthly and annual reporting of permits, plan checks and inspections. And two custom California reports to help facilitate the reporting of SMIP and CBSC fees to the state.
- A Dashboard with charts and graphs that reports various permit, permit fee and inspection metrics.
- And compliance with Senate Bill 379 and an integration with SolarApp+.

2. APPROACH

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

Since our incorporation in 1984, CAA has grown to a full-time staff of over 220 total full-time employees, with 129 of those employees located throughout the State of California. Our staff is up to date on all building, plumbing, and electrical codes and standards, including code changes and state amendments, and is familiar with City building requirements, zoning codes, and related laws and ordinances. Our team is able to quickly and accurately read and interpret plans, specifications, and blueprints of ordinary complexity and compare them with construction in progress to identify any discrepancies. In addition, our personnel is trained to detect non code compliant work, structural faults, inferior materials, and hazards.

CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staffing. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, with City approval, as well as finding more efficient ways to manage and accomplish existing work. CAA currently provides comprehensive Building Department Services to several nearby municipalities and will be able to share sufficient available resources with those municipalities to address any increase in workload as it arises.

CAA employs full time personnel to staff municipal work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that possess all certifications and registrations as required by state agencies. Our team will continue to work seamlessly as team members of your staff, thus effectively augmenting their efforts and reach.

CAA has a record of very low staff turnover, which has proven highly beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our engineering and building and safety commitments to our clients. Each one of our team members has worked on similar projects and served the public sector for many years. We are committed to staff continuity and aims to assign the same professionals who have served the City successfully in the past, while being flexible enough to add other certified professionals as needed.

Plan review will be performed in-house and off-site when the need arises due to workload variations and in order to meet our committed timelines. When needed, CAA will overnight Building Plans using "OnTrac" or a similar shipping firm to transport those plans requiring off-site review to and from the office of the City to CAA's main office, where the plan check service will be provided.

By cooperating and working closely with all entities responsible for project approval, CAA forms a collaborative working relationship that centers on successful project processing. As a result, the development approval process with other City departments is timely, seamless, and efficient. We work hard to minimize surprises that can lead to costly delays due to plan revisions late in the approval process by beginning work early with the project design team involved in major construction projects. CAA plan reviewers are always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review issues in the most efficient manner possible; this is just part of the facilitative approach to plan review which emphasizes building safety while allowing for innovation to resolve complicated building design issues.

3. CONSULTANT PROFILE

When Charles Abbott started the company in September of 1984, his vision was to build a company where some very talented people could be given the support and resources needed to excel in their profession. He wanted this company to provide government agencies an alternative means of delivering services to their constituents. In essence, he wanted to create a very highly trained and efficient team of professionals to better serve local governmental agencies. It may have never been the intent for CAA to be the largest firm... but it was always the intent that we would be the best!

Charley was successful in his quest to build a great team of professionals. It was this small company he started with a contract working for the City of Rancho Palos Verdes, California that has now grown into an organization serving more than 50 public agencies. Our team of professionals now stretches across the continental United States.

4. LOCATION OF PRINCIPAL OFFICE

CAA's main office serving the City of Los Alamitos is located at 27201 Puerta Real, #200 in Mission Viejo, CA.

5. PROFESSIONAL QUALIFICATIONS

CAA understands that having a project communication plan outlining stakeholders as well as when and how to reach them is essential. CAA's project manager, Mr. Abbott, will ensure communication with the City is consistent, meaningful, and successful. He will ensure the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours. He will keep the City informed of project timelines, budgets, and any project needs, and provide clear insight into any decisions needed or roadblocks encountered. This can be accomplished through weekly check-in calls as well as weekly email reports.

Below is a matrix of the key staff assigned with expected time dedicated to the City. If workload demands increase, we will adjust the time allocated as necessary. Key personnel will not be replaced or removed without prior written notice to the City. We are proposing experienced staff that meets the City's required qualifications and possess all certifications and registrations as required by state agencies. Our team will work seamlessly as team members of your staff, thus effectively augmenting their efforts and reach. CAA will utilize trusted subcontractors as needed to fulfil the anticipated Scope of Work.

Proposed Staff	Service Provided	Time Allocation
Rusty Reed, PE	President	
Mark Abbott, CBO	Project Manager	Part Time As Needed
Fernando Zarate, CBO	Building Official, Senior Plan Checker	Full Time
Alfredo Martinez	Building Inspector, Counter Services	Full Time
Steve Ahuna, PE	Plan Reviewer	Part Time As Needed
Andy Perea	Consultant for Development Services	As Needed
Amir Rafiq	Assistant Planner	Part Time As Needed

6. RESUMES

The following professionals will continue to work with the City of Los Alamitos.

MARK ABBOTT, MBA, CBO

CERTIFIED BUILDING OFFICIAL / DIRECTOR OF CITYTECH SOLUTIONS

Years of Experience: **20+**

Mr. Abbott has over 20 years of municipal experience with building and engineering related activities, and oversees the development of the company's CityTech Solutions software suite of apps. He began his career with Charles Abbott Associates, Inc. in 2003 in the Town of Apple Valley as a Building Inspector. He took on additional responsibilities in 2007 by managing and inspecting various capital improvement projects (CIP) for the Engineering Division in the Town of Apple Valley. CIP's include everything from road paving projects to working through the environmental process for a new 1.25 mile, 6-lane bridge over the Mojave River. He earned his ICC Certified Building Official in the fall of 2009 and in the summer of 2010 became the Deputy Building Official for the City of Los Alamitos. Between 2010 and 2016, he plan checked and inspected several notable projects in Los Alamitos including; the Los Alamitos Medical Center and Parking Structure project; the construction of Chase Bank on Ball Road; the reconstruction of McDonalds on Katella Avenue; and the expansion/tenant improvement project of Bar Bakers on Calle Lee. In 2016 he became the Building Official for Los Alamitos and has since plan checked and helped supervise projects such as the construction of two Olson Company tracts of homes, the remodel of Ganahl Lumber, and construction of the Fairfield Marriott. More recently Mr. Abbott has taken on a larger role and is now leading our software efforts as the Director of our CityTech Software. He has modernized and upgraded all of CAA's Building Permit systems to CityTech, which has streamlined the permit issuance process and improved customer service in all of CAA's client cities and counties. His efforts will continue to push our CityTech software offerings in order for clients to stay ahead of the curve as well as to exceed regulatory and legislative compliance. He will serve as the Project Manager for the City to provide contract and staff oversight, serve as support plan check and inspection staff, and provide CityTech software support.

CERTIFICATIONS

Building Official
Commercial Combination Building Inspector
Residential Combination Building Inspector
Building Inspector
OES/CALEMA Disaster Service Worker

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)
California Building Officials (CALBO)

FERNANDO ZARATE, CBO

CERTIFIED BUILDING OFFICIAL / SENIOR BUILDING INSPECTOR / SENIOR PLAN REVIEWER

Years of Experience: **16+**

Mr. Zarate has over 16 years of combined construction and building and safety experience. In 2008, he began his career with Charles Abbott Associates, Inc. in the City of Seal Beach as a Building Inspector and has been providing building inspection services on residential, commercial, and industrial projects and counter services ever since. In 2013 and 2014, Mr. Zarate performed inspections in Los Alamitos before moving over to serve as the CAA Senior Inspector and Plan Checker in the City of Stanton. While in Stanton, Mr. Zarate performed plan check and inspection services on notable projects such as Rodeo 39 Public Market as well as the VRV 6-story multi-use apartment and parking structure project. In 2021 he returned to Los Alamitos as the Deputy Building Official, being instrumental in helping with the latest EPSON remodel, the Chevron Gas Station Mini-Mart, and the completion of the Los Alamitos Luxury Apartment project. More recently, Mr. Zarate passed all three required exams to become a Certified Building Official. He will serve as the City's Building Official and Plans Examiner, performing plan check for both over the counter as well as online and paper submittals. In addition, Mr. Zarate will support our inspection services as he possesses a thorough knowledge of building codes, regulations and construction industry standards. His extensive experience enforcing and administering City ordinances and regulations, in all phases of the permit/inspection process including counter interface, permit issuance, processing, and building inspection, will serve the City well.

CERTIFICATIONS

Building Official
Residential Plans Examiner
Commercial Plumbing Inspector
Commercial Building Inspector
Residential Plumbing Inspector
Residential Building Inspector
Residential Mechanical Inspector
Building Inspector
Plumbing Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Commercial Plumbing Inspector
Residential Mechanical Inspector
Residential Electrical Inspector
Residential Combination Inspector
PC 832 – Powers of Arrest
ACI – Special Inspectors – Field Tester
OES/CALEMA Disaster Service Worker

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)
California Building Officials (CALBO)

ALFREDO MARTINEZ

CERTIFIED BUILDING INSPECTOR / PERMIT TECHNICIAN

Years of Experience: 1+

Mr. Martinez is a results and safety oriented Building Inspector with exceptional customer service, conflict resolution, and problem solving skills. He performs his permit issuance responsibilities with diligence and compassion, in order to help care for each customer that seeks help at the building counter. Mr. Martinez conducts building inspections with precision for the building code and is gaining experience everyday with all types of residential and commercial construction. He interacts well with contractors and homeowners and offers customer service-based resolution skills. He has experience prioritizing customers at the counter, troubleshooting non-compliant building code issues, scheduling and routing priority inspections while deftly managing his daily workload. He is always available to answer code compliance questions for homeowners and contractors via email and phone.

CERTIFICATIONS

Residential Building Inspector

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)

STEVE AHUNA, P.E., CBO

REGISTERED CIVIL ENGINEER / CERTIFIED PLANS EXAMINER

Years of Experience: 33+

Mr. Ahuna is a Civil Engineer in Colorado, California, Nevada, Florida, Arizona and Texas, and has over 30 years of experience in the architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings.

CERTIFICATIONS

Civil Engineer
Building Official
Plans Examiner
Plans Examiner UBC
OES/CALEMA Disaster Service Worker
Post Disaster Assessment SAP

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)
California Building Officials (CALBO)
Structural Engineers Association of California (SEAOC)
American Society of Civil Engineers (ASCE)

AMIR RAFIQ

ASSISTANT PLANNER

Years of Experience: **23+**

Mr. Rafiq serves as an Assistant Planner with Alkemi. As a consultant planner, he has reviewed more than 160 grading, building, and demolition permit applications for commercial and residential development. He combines a friendly demeanor with a deliberate attentiveness to his assignments, making him a trusted resource to either independently manage simple development applications or effectively collaborate with senior staff on more complex projects. He has worked as the case planner assigned to review the permit applications of several no-table developments within the City of Irvine, including the Great Park, Edwards Lifesciences, and numerous infill development projects within the Irvine Business Complex.

CERTIFICATIONS

Masters of Urban & Regional Planning
B.S. Environmental Policy Analysis and Planning

PROFESSIONAL MEMBERSHIPS

American Planning Association (APA)

7. EXAMPLE PROJECTS

Name of Client: City of Mission Viejo, CA
Population: 94,196
Services: Building Official, Inspections, Plan Review, and additional services as needed
Project Start Date: 1996
Project End Date: ongoing
Project Description: All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.
Client's Point of Contact: Ms. Elaine Lister, Community Dev. Director
Phone Number for Point of Contact: (949) 470-3000
Example Project: The Shops At Mission Viejo

CAA serves as the City Building Official for the City of Mission Viejo, and as such, provided complete plan check for this 3 story, 500,000 square foot addition to a major shopping center. CAA checked electrical, mechanical, life safety, ADA, structural calculations, and framing. In addition to plan check, CAA also performed all building inspection services including plumbing, footing, slab, electrical, mechanical, framing, and roofing, as well as public works inspection for grading, drainage, and off-site work.

Name of Client: City of Camarillo, CA
Population: 65,201
Services: Building Official, Inspections, Plan Review, and additional services as needed
Project Start Date: 1995
Project End Date: ongoing
Project Description: All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.
Client's Point of Contact: Joe Vacca, Community Development Director
Phone Number for Point of Contact: (805) 388-5307
Example Project: Camarillo Outlet Mall, 1,000,000+ sq. ft. – Type V-1hr-review time 10 days

CAA provided complete plan check services for this one story, 482,000 square foot outlet shopping center. CAA checked electrical, mechanical, life safety, ADA, structural calculations, and framing. In addition to plan check, CAA also performed all building inspection services including plumbing, footing, slab, electrical, mechanical, framing, and roofing, as well as public works inspection for grading, drainage, and off-site work. CAA also issued all permits.

The City of Camarillo used CAA's service record of rapid plan review to "sell" the developer on using this site over similar sites in nearby jurisdictions.

Name of Client: **Town of Apple Valley, CA**
 Population: 72,174
 Services: City Engineer, Public Works Inspections, Land Development Plan Review, Building Official, Inspections, Plan Review, Program Management.
 Project Start Date: 1992
 Project End Date: ongoing
 Project Description: All inspections completed next day, all plan reviews completed in the timelines required by the Town of Apple Valley. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family. Bridges, street improvement design and inspections, paving, slurry seal, chip seal, sidewalk projects, Environmental Review and Inspections
 Client's Point of Contact: Doug Robertson, Town Manager
 Phone Number for Point of Contact: (760) 240-7000
 Example Projects: CAA provides the Town Engineer, Engineering staff, and Public Works staff as well as the City Surveyor for the Town of Apple Valley.
 CAA also provides permitting, plan review, building, mechanical, electrical, and plumbing inspections, code enforcement and arborist services for the Town of Apple Valley, including the following projects:
 CAA provided the Administrative and oversight services for the Yucca Loma Bridge project. We over see the miles and miles of roads throughout the Town, with pavement management programs, which creates many paving and repaving projects continuously. We have overseen the design and construction of many miles of sidewalk, street improvement and drainage projects throughout the town. CAA provides Public Works inspectors to oversee all street and park related projects in the town. We provide traffic engineering as well to ensure the roads are in compliance with all traffic related laws and ordinances.

Name of Client: **City of Rancho Santa Margarita, CA**
 Population: 45,503
 Services: Building Official, Inspections, Plan Review, and additional services as needed
 Project Start Date: 2007
 Project End Date: ongoing
 Project Description: All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.
 Client's Point of Contact: Ms. Cheryl Kuta, Community Dev. Director
 Phone Number for Point of Contact: (949) 635-1800 x 6707
 Example Project: Tenant Improvement, new CO-Generation Unit, Restripe Parking Lot

CAA serves as the City Building Official, Plan Check and Inspections for the City of Rancho Santa Margarita, CAA Plan checked and inspected a new power generation unit for "Applied Medical" this project included the addition of a new 1,427 SF Enclosure, new Electrical Site Equipment, TI 2637 SF and restricting parking lot to include ADA upgrades.

Name of Client:	City of Laguna Niguel, CA
Population:	65,808
Services:	Building Official, Inspections, Plan Review, and additional services as needed
Project Start Date:	2006
Project End Date:	ongoing
Project Description:	All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.
Client's Point of Contact:	John Morgan, Planning Manager
Phone Number for Point of Contact:	(949) 362-4313
Example Project:	CAA provided the plan reviews and building inspections for several large-scale projects such as the City of Laguna Niguel Community Center, the APEX, Browdstone, and Laguna Blu apartments. Our inspectors are ICC certified with not only the technical expertise to ensure code compliance, but we pride ourselves on consistent customer satisfaction.

8. COST PROPOSAL

Fees below are inclusive of all costs associated with building inspection, plan review, building official and back up counter duties, including general and administrative building and safety department tasks, travel, per diem, training, materials, supplies, and other items necessary to complete the project.

CAA will provide all requested services for the rate outlined on the following pages, the City's Exhibit A. A copy of our current hourly rate schedule is provided as well, as requested.

**BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS,
CALIFORNIA**

Proposal A – Rate and Services Structure

Section 1 must reflect the fully loaded total costs for each function related to this service, including counter, inspection, plan check, and Certified Building Official oversight.

1. Firm shall provide separate fee percentages for the following project valuations:

Valuation	Percentage
\$1 to \$15,000	80%
\$15,000 to \$30,000	65%
\$30,000 to \$75,000	55%
\$75,000 and greater	50%

2. Fee for Permitting System

System Name	Annual Cost
CityTech Solutions	\$20,000
Includes licenses for Permit System and Bluebeam Revu	

3. Fees for Expedited Plan Check

Time	Hourly Rate
1 hour	\$160
2 hours	\$160
3 or more hours	\$160

Expedited plan checks are included in the percentage of fees and will not be billed to the City.

4. For an actual service compensation system, a copy of the firm's current hourly rate schedule shall be provided, which reflects the fully loaded total hourly cost for each related consultant position. For a percentage of fees system, proposals shall clearly indicate what costs associated with the consultant services will be offset by the percentage of those fees collection.

- Hourly rates should include, but not limited to the following consulting services roles:

CAA is proposing a percentage of fee schedule, which covers all Building Department related services, including expedited plan check and permit counter services.

EXHIBIT A

Job Description	Hourly Rate
Assistant Planner	\$105
Interim Development Services Director	\$160
Consultant for the Development Services	\$160 est. 15 hrs/month
Landscape Architect	\$138 est. 5 hrs/month
Permit Technician	\$73
Plan Checker	\$107
Planning Aide	\$90

Assumptions for Proposal A Schedule Total: Average of \$30,000/month in permit revenue; 15 hours per month for the Consultant for the Development Services; and 5 hours per month for the Landscape Architect.

Proposal A Schedule Total: \$ 318,080

Proposal B – Rate and Services Structure for Sub-Consultant(s)

1. For an actual service compensation system, a copy of the firm's current hourly rate schedule shall be provided, which reflects the fully loaded total hourly cost for each related consultant position. For a percentage of fees system, proposals shall clearly indicate what costs associated with the consultant services will be off-set by the percentage of those fees collection.

- Hourly rates should include, but not limited to the following consulting services roles:

Sub-Consultant(s)	Hourly Rate
Assistant Planner	\$105
Planning Aide	\$90

Assumptions for Proposal B Schedule Total: 24 hours/week and 50 weeks/year for the Assistant Planner position.

Proposal B Schedule Total: \$126,000

The Consultant 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:

\$ 444,080

Proposal Schedule Total (in word):

Four hundred forty four thousand and eighty dollars

CAA Standard Hourly Rate Schedule

ENGINEERING/PUBLIC WORKS CLASSIFICATION	HOURLY RATES	BUILDING & SAFETY CLASSIFICATION	HOURLY RATES
Principal Engineer	193.00	Principal Building Official	160.00
City Engineer	149.00	Building Official	138.00
Project Manager	160.00	Senior Building Inspector*	116.00
Senior Engineer	154.00	Building Inspector/Plan Checker	107.00
Project Engineer	145.00	Building Inspector*	99.00
Associate Engineer	121.00	Permit Specialist	73.00
		Code Enforcement Officer	83.00
Senior Design Engineer	127.00		
Assistant/Design Engineer	108.00	COMMUNITY DEVELOPMENT CLASSIFICATION	HOURLY RATES
Senior Plan Check Engineer	138.00		
Plan Check Engineer	116.00	Community Development Director	160.00
		Principal Planner	160.00
Senior Traffic Engineer/Manager	165.00	Senior Planner	140.00
Transportation Planner	121.00	Associate Planner	120.00
Traffic Engineer Associate	105.00	Assistance Planner	105.00
		Planning Technician	90.00
3-Person Survey Crew	297.00	Code Enforcement Officer	83.00
2-Person Survey Crew	231.00		
		OTHER CLASSIFICATIONS	HOURLY RATES
Senior Draftsperson (CADD)	105.00		
Draftsperson (CADD)	94.00		
		Landscape Architect Director	138.00
Senior Public Works Inspector*	116.00	Associate Landscape Architect	105.00
Public Works Inspector*	105.00	Expert Witness Services	330.00
		Senior Contract Administrator	121.00
STORM WATER CLASSIFICATION	HOURLY RATES	Administrative Assistant	66.00
		Clerical	55.00
Environmental Project Manager	160.00		
Environmental Program Manager	127.00		
Environmental Analyst	101.00		
Environmental Associate	96.00		
Environmental Inspector	88.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

*The Hourly Rates identified are for Non-Prevailing Wage project inspection. Hourly Rates for Prevailing Wage project inspection will be \$157.00 for regular time; \$198.00 for overtime on Mondays through Saturdays; and \$248.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

9. PERSONNEL WITH RELATIONSHIP TO WORK PERFORMED WITHIN AGREEMENT

This section has been removed as per Addendum 1, issued December 21, 2022

10. ADDITIONAL INFORMATION

Charles Abbott Associates, Inc. (CAA) has been a national contract service provider to local government agencies since 1984. We were founded to meet the needs of cities just like Los Alamitos, and are highly skilled and experienced at providing the right services at the right time to ensure the City's building services are operating smoothly and efficiently.

We are a professional services consulting firm specializing in providing Building Safety Department, Fire Prevention Services, Engineering and Environmental Services. CAA is the most qualified municipal services provider for cities who want services above and beyond the industry standard. Our aim is to excel by providing unsurpassed customer service, and our exceptional customer service has given us the reputation of being one of the best in the industry. For the last 38 years, CAA has been selectively expanding its client base to cost conscious agencies that appreciate consultants who perform better than expected.

The following promises demonstrate why CAA is the best-qualified service provider for the City:

Service Above and Beyond: CAA professionals believe that just doing a "good" job is not enough for our clients. This means that we do not function simply by the language of our contract, but that we constantly look out for the general good of the City, local neighborhoods, and its residents. Our employees become part of your team and view themselves as an extension of your staff in carrying out the duties of the City.

Innovations in Service Delivery: CAA continuously strives for innovations to improve public services. Government must be more accessible to the citizens, more convenient, timelier in responses, more cost effective, and performance oriented. Accountability in government has never been higher than it is today. We want to be your partner in delivering exceptional public service and promoting the City. We pledge the full resources and backing of our firm to assure that the City is able to deliver outstanding, cost-effective public service of the highest quality.

Customer Service: Our employees are passionate about customer service. In performing our duties we are always willing to meet with clients for pre-design meetings, pre-submittal meetings, or as needed to resolve complex code related plan review issues in the most efficient manner possible. In addition, the staff at CAA brings a can-do attitude to their work - always focused on efficiency and project success.

Responsive Project Management: By providing a cooperative work environment with all of the entities responsible for project approval, we form a collaborative working relationship that centers on successful project processing. We have the know-how to work closely with other City departments and outside agencies, resulting in a timely, seamless and efficient development approval process. We minimize surprises that can lead to costly delays due to plan revisions late in the approval process by beginning work early with the project design team involved with major construction projects.

Availability to Meet with the City: If required, CAA staff will be available to meet with City staff, the design team, applicants, and/or contractors at the City's request to discuss and resolve plan review and code related issues. Our staff can be available to meet with the City's staff within 24 hours of notice. Those meetings will be attended by our staff at no additional cost.

11. PROFESSIONAL LIABILITY INSURANCE

CAA is able to provide proof of professional liability insurance coverage commensurate with the City's requirements prior to contract execution.

12. INSURANCE AND INDEMNIFICATION

CAA will provide proof of insurance and indemnify the City in accordance with the City's insurance requirements outlined in the RFP. In the indemnification in Section 6, CAA would require the word "negligent" to be inserted between "alleged" and "acts". Additionally, CAA would request the addition of a termination clause allowing CAA to cancel the agreement by providing 60 days' written notice to the City.

13. REFERENCES

CAA exclusively serves public agencies and is extremely proud of the track record and length of time we have continuously provided high quality, responsive, cost effective, and customer-oriented services to our clients. We invite you to contact any of them to obtain their opinion of the services we provide for them. The following contains a list of California projects for CAA with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service.

REFERENCES	SERVICES	SINCE
City of Moorpark Troy Brown, City Manager (805) 517-6221 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety	1988
City of Hidden Hills Kerry Kallman, City Manager (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	1990
Town of Apple Valley Doug Robertson, Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Building & Safety Public Work Administration Town Engineering	1990
Town of Yucca Valley Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety	1992
City of Twentynine Palms Frank Luckino, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	1993
City of Yucaipa Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	1993
City of Camarillo Joe Vacca, Community Development Director (805) 388-5362 601 Carmen Drive, Camarillo, CA 93010	Building & Safety Public Works Inspections Environmental/NPDES	1994
City of Mission Viejo Elaine Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Check Public Works Inspection	1995
City of Aliso Viejo David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo, CA 92656	Building & Safety Engineering Support Code Enforcement Environmental	2002
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection NPDES Inspection and Plan Review	2008
City of Los Alamitos Ron Noda, Deputy City Manager, Development Services Director (562) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental/NPDES	2010
City of Laguna Hills Ken Rosenfield, Assist. City Manager/Public Services Director (949) 707-2655	Street Maintenance	2012

24035 El Toro Road, Laguna Hills, CA 92653		
City of Redondo Beach Geraldine Trivedi, Project Manager (310) 372-1171 415 Diamond Street Redondo Beach, CA 135277	Environmental/NPDES	2013
City of Duarte Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, Duarte, CA 91010	Building & Safety Inspection & Plan Check, Code Administration	2013
City of San Dimas Krishna Patel, Community Dev. Director (909) 394-6200 245 E Bonita Ave, San Dimas, CA 91773	Environmental/NPDES	2014
City of Calimesa Bonnie Johnson, City Manager (909) 795-9801 908 Park Avenue, Calimesa, CA 92320	Building & Safety Full Service Code Enforcement	2014
City of Moreno Valley Ahmad Ansari, Director of Public Works (951) 413-3000 14177 Frederick Street, Moreno Valley, CA 92552	Environmental/NPDES	2014
City of Lake Forest Michael McConaha, Public Works Maintenance Manager (949) 461-3575 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630	Street Maintenance	2016
City of Ojai James Vega, City Manager (805) 646-5581 401 S. Ventura Street, Ojai, CA 93023	Building & Safety Code Enforcement	2016
City of Port Hueneme Tony Stewart Community Development Director (805) 986-6520 250 N Ventura Road, Port Hueneme, CA 93041	Building & Safety	2018
City of Rancho Santa Margarita Cheryl Kuta, Assistant City Manager/Development Services Dir. (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works Code Enforcement	2007
City of Laguna Niguel John Morgan, Planning Manager (949) 362-4313 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Building & Safety	2006

14. TRANSITION PERIOD

There will be no transition period as CAA has been the City's service provider since 2010.



ADDENDUM NUMBER 1

**REQUEST FOR PROPOSALS
RFP 2022-04 BUILDING & SAFETY SERVICES**

To all bidders under specifications for Requests for Proposals (RFP), for the **RFP 2022-04 Building & Safety Services**, which are received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 a.m. on Thursday, January 19, 2023:

The intent of this Addendum No. 1 is to address additional questions about the RFP. The following shall be acknowledged:

Q1: How many consultants does the City plan to award a contract to for this RFP?

A1: This service Agreement will be awarded to a single consultant, whom will be responsible for the oversight of all related services.

Q2: Please clarify how the City calculates plan review fees. Is it based on the valuation-based plan review fees table from the Master Fee Schedule?

A2: The Master Fee Schedule dictates the costs to the customer only. The current fee structure for services rendered from the Consultant are based off a percentage per value. This percentage is a fully loaded total costs for each function related to this service including counter, inspection, plan check, and Certified Building Official oversight.

Q3: For the fee structure, please confirm whether all subsequent checks after the first check will be billed at the proposed percentage.

A3: Costs for subsequent checks must be included in the proposed fee structure for services. The fee schedule has been revised in its entirety, therefore replacing Section E Proposal Schedule (pages 32-33) of the RFP. Exhibit A of this addendum is the revised fee schedule, which must be submitted within each sealed bid.

Q4: For the permitting system fee, is the City looking to transition to a new system? Is the consultant responsible to implement and maintain this system?

A4: Yes, awarding of this contract will require the transitioning to a new system. The Consultant will be responsible for the implementation and maintenance for the term of the Agreement.

Q5: What is the current permitting system utilized by the City?

A5: City Tech.

Q6: Please confirm whether the selected firm needs to pay \$12,000 to the City each year.

A6: Yes, a contractual obligation for the consultant is to provide annual payment to the City in the amount of \$12,000.

Q7: Is page nine, Section C, No. 9 an error?

A7: Yes, this section is removed in its entirety.

Q8: Will there be any changes to the deadline for bid submittals?

A8: No, the bid deadline remains as set for Thursday, January 19, 2023 at 10 a.m.



Date: December 21, 2022

BY ORDER OF THE CITY OF LOS ALAMITOS

By: *R. Noda*
Ron Noda
Deputy City Manager/Development Services Director

ACKNOWLEDGEMENT BY THE BIDDER:

Rusty Q. Reed
BIDDER'S SIGNATURE

01/17/2023
DATE



ADDENDUM NUMBER 2

**REQUEST FOR PROPOSALS
RFP 2022-04 BUILDING & SAFETY SERVICES**

To all bidders under specifications for Requests for Proposals (RFP), for the **RFP 2022-04 Building & Safety Services**, which are received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 a.m. on Thursday, January 19, 2023:

The intent of this Addendum No. 2 is to address additional questions about the RFP. The following shall be acknowledged:

Q1: Please clarify what will be the counter hours.

A1: Counter hours are Monday through Thursday, 7:30am to 12:30pm.

Q2: Please clarify what are the required inspection hours.

A2: Inspections are to be completed between 7:30 a.m. and 4 p.m.

Q3: Who is responsible for providing bluebeam licensing?

A3: The Consultant will be responsible for providing the necessary licensing for access to Bluebeam.

Q4: For the permitting system, is the Consultant responsible for offering as part of this RFP?

A4: Proposals must include the implementation and management of a permitting system. This can be proposed with the use of a third-party vendor. Please note, with the use of a third-party vendor, the Consultant is ultimately responsible for the implementation and system management.

Q5: Will there be any changes to the deadline for bid submittals?

A5: No, the bid deadline remains as set for Thursday, January 19, 2023 at 10 a.m.



Date: January 17, 2023

BY ORDER OF THE CITY OF LOS ALAMITOS

By: R. Noda
Ron Noda
Deputy City Manager/Development Services Director

ACKNOWLEDGEMENT BY THE BIDDER:

Rusty Q. Reed
BIDDER'S SIGNATURE

01/17/2023
DATE

City of Los Alamitos



**Request for Proposal (RFP) 2022-04
Building & Safety Services
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: November 14, 2022

Deadline/Bid Opening Date:
Must be received by 10:00am
Thursday, January 19, 2023
RFP Available at <http://www.cityoflosalamitos.org>

*Request For Proposal 2022-04
Building & Safety Services
City of Los Alamitos*

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REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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**SECTION A
NOTICE INVITING SEALED BIDS**

**BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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



NOTICE OF REQUEST FOR PROPOSALS 2022-04

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 a.m. on Thursday, January 19, 2023.

BUILDING AND SAFETY SERVICES PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR BUILDING AND SAFETY SERVICES RFP 2022-04. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes and public counter services.

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

*Request For Proposal 2022-04
Building & Safety Services
City of Los Alamitos*

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**SECTION B
PROPOSAL RESPONSE REQUIREMENTS**

**BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION I – PROPOSAL REQUIREMENTS

Proposal Response Requirements

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services.

Responses must conform with the requirements of this RFP. All services provided by the Consultant shall be performed by individuals, who meet the qualification, standards, and requirements for the position. The successful Consultant(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.

Please submit six (6) color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposal rate structure shall be submitted and clearly marked.

Proposals sent by telephone, e-mail or facsimile, will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the Proposer in the preparation of the response to this RFP, is the sole responsibility of the respondent, and will not be reimbursed by the City.

It is imperative that all Consultant(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.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from the proposers. The City reserves

the right to waive any irregularity, informality or error in any proposal or in the RFP process, or to reject any proposal, which does not comply with this RFP. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

All requests for information (RFI's) shall be submitted to the City no later than Monday, January 9, 2023 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: Consultant 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, Consultant, 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 Consultant profile and number of years the firm has been in business.
4. Location of principal office that will be responsible for the implementation of any contracts.
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Consultant(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
 - The successful Proposer may change the Management Contact, Building Inspector, Permit Technician, Building Official and other supporting staff and specialists with prior written permission of the City.
6. Provide the name, title, experience, qualifications, discipline and resume of the personnel who will be assigned to the City, including any sub-consultants. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide services to the City of Los Alamitos, to fulfill the desired level of services reflected in the Scope of Services.
7. Provide examples of services or projects that the firm/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
8. 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.
9. 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.
10. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.
11. 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.

12. 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.**
13. Provide a list of five (5) reference who may be contacted to discuss their experience working with the firm/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.
14. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the consultant has made a similar transition from another contract provider and the methods that the consultant utilized in achieving this transition.

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

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 City of Los Alamitos Business License

Firm and its Sub-Consultants are required to maintain an active City business license for the duration of this Agreement.

3.5 Annual Payment to the City

Firm is to provide the City with an annual payment of \$12,000 to support City events and Building & Safety outreach. This payment is due at contract execution and each successive January 1st throughout the term of this Agreement.

3.6 Compliance with Laws

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

3.7 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.

3.8 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.

3.9 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.

3.10 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 Monday, January 9, 2023, 2023 at 10 a.m. 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 (RFI's) shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720. 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.

3.11 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.

3.12 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.

3.13 No Obligation

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

agreement.

3.14 Offers of More Than One Price

Proposers are NOT allowed to submit more than one Proposal.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 Sub-Consultant Information

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

3.20 Sub-Consultant References

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

A. Client name

1. Project description
2. Dates (starting and ending)
3. Technical environment
4. Staff assigned to reference engagement that will be designated for work per this

RFP

5. Client project manager's name and telephone number.

3.21 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 Consultant's proposal will not be made after the selection of the Consultants. 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.

3.22 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

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services.

The City's Development Services Department provides a broad spectrum of services to the community in areas of Building & Safety, Code Enforcement, Economic Development, Engineering, Planning and Public Works. This Department also manages, reviews, and approves developmental plans for all properties located within the City boundaries.

Within the Development Services Department, the Building & Safety Division is responsible for providing construction plan review services, in order to ensure the safety of building occupants within homes, workspaces, and other buildings constructed in the City. The review of construction plans is critical to providing the level of safety expected at the earliest and most cost effective time, when the project is in the review stage.

The City's current contract will expire on June 30, 2023. The City has transitioned plan check reviews to Bluebeam software for plan review, and also utilizes a paperless system to automate workflow, provide online portal capabilities including the issuance of building permits, status tracking, mobile solutions, and other modern technology upgrades. The Building & Safety Division currently utilizes the City Tech system for permits, plan checks and inspections.

Over the past five years, the Building & Safety Division has seen the following levels of activity through the noted fiscal cycles:

FISCAL YEAR	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023*
Permit Valuation	\$23,553,235.00	\$24,196,473.45	\$10,205,195.92	\$10,368,904.00	\$6,286,450.00
No. of Permits	411	391	418	415	146
No. of Inspections	1593	1619	1681	1407	411

The City desires to select a qualified firm to provide building and safety services, including:

- Building Division Administration
- Building Plan Check
- Building Inspection
- Building Code Enforcement

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Building & Safety Services
City of Los Alamitos*

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- Building Counter Operations

4.1 USE OF SUB-CONSULTANTS

The City is committed to selecting an excellent team that will produce a high quality work product, and deliver a high level of customer service. Should the use of sub-consultants be proposed by the proposing firm, they shall be clearly identified and included as part of the proposal in response to this RFP.

4.2 PROPOSAL REVIEW PROCESS & SCHEDULE

The City of Los Alamitos will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the firm that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience of the team, quality of work product, customer service delivery, and not solely on the lowest cost of services. It is anticipated that following interviews, the City will identify a preferred firm to enter contract negotiations. Upon successful negotiations with the preferred firm, an Agreement will be presented to the City Council for consideration.

The following is the anticipated schedule for the awarding of this RFP:

Request for Proposal Made Available	Tuesday, November 15, 2022
Proposal Due at City Hall	Thursday, January 19, 2023 at 10 a.m.
City Review of Proposals	Monday, January 23, 2023 to Thursday, February 9, 2023
Interviews with Finalists	Monday, February 13, 2023 to Thursday, February 16, 2023
City Council Consideration for Awarding	Monday, March 20, 2023

**Dates subject to change at the sole discretion of the City.*

RFP INQUIRIES

All inquiries, questions, and requests for information related to this RFP should be directed to Ron Noda, Development Services Director, via email at rnoda@cityoflosalamitos.org and will only be accepted until Monday, January 9, 2023 at 10 a.m.

Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Consultant. The City reserves the right to add or delete services at any time with 30 days written notice to Consultant. If additional services are requested, the Consultant 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 Consultant at the Consultant'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 Consultant 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 Consultant prior to a deduction being made.

The Consultant 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 provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services, 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 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 "Consultant" shall be held to mean the Consultant and/or any person employed by them and working under the agreement to the awarded Consultant.

**SECTION D
SCOPE OF SERVICES**

**BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

5.0 SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of codes, and public counter services. Under the direction of the Development Services Director, the selected Consultant would serve in the described capacity.

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the firm to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

The final Scope of Services, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. Building & Safety Services (General)

- a. Services shall include issuance of building permits, review of plans and development specifications, inspections of construction sites and buildings, and enforcement of building codes.
- b. Consultant will conduct any necessary or required investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents. The enforcement of codes for work requiring a permit is included.
- c. At the firm's own cost, Consultant will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building & Safety Division.

2. Building Division Administration

- a. Consultant shall provide an International Code Council (ICC) Certified Building Official. The Building Official shall be responsible for the daily administration of Building Division activities, and shall perform the following services, including but not limited to:
 - i. Function as the Building Official as set forth in the California Building Code, in other municipal government adopted building codes and ordinances, and as specified in Federal and State law.
 - ii. Issue Certificates of Use and Occupancy (C of O) for building and structures.
 - iii. Manage, coordinate and oversee the building permit and plan check, building inspection and building counter services, so that they function as one Building & Safety organization.

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- iv. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.
- v. Make determination on the approval and use of alternative materials and methods of construction.
- vi. Process and prepare Planning Commission and City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters. Attend City Council, Planning Commission, and other meetings as directed.
- vii. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.
- viii. Make final interpretations concerning the application of building and safety codes.
- ix. Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, submit monthly activity reports to the City based on this information, and notify the City of any staffing changes necessary to maintain the performance standards.
- x. Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures, and assuring that files and plans are secured, organized, and kept up to date.
- xi. Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.
- xii. Ensure all building related activities are entered into the City's tracking system in an accurate, complete and timely manner.
- xiii. Provide online permitting system to including but not limited to permit, plan check and inspection tracking system and online customer portal services.

b. Consultant shall provide the City the technical assistance necessary to prepare

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the periodic updates to the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:

1. Prepare the City's ordinance updates, staff reports and attend City Council meetings.
 2. Coordinate with the Orange County Fire Authority (OCFA) and prepare the City code ordinance update, regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Codes are crossed referenced.
- c. Within the first thirty (30) days of the Agreement, the Consultant shall assemble and review all existing City policies, ordinances, and conditions pertaining to the Building Division operations, and document any areas of insufficient, incomplete or missing information. Based on this review, the Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions, and present a report to Development Services Director for consideration.

3. Building Plan Check Services

- a. Provide an ICC Certified Plans Examiner to be available at the Building Division counter from 7:30 a.m. to 12:30 p.m., Monday through Thursday, except City designated holidays. Services shall include:
- i. Manage, coordinate and oversee the building permit and plan check, building inspection, and building counter processes in the absence of the Building Official.
 - ii. Perform over-the-counter plan checks.
 - iii. Answer technical questions from the public, including inquiries regarding building and safety codes and regulations.
 - iv. Perform building plan checks.
 - v. Assist in more difficult inspections, in addition to other duties as assigned.
 - vi. Staffing provided by the Consultant must ensure that all City Building & Safety inspections and plan reviews are conducted in an efficient courteous manner that is responsive to the City and community needs.

- vii. Have the ability to serve as Acting or Deputy Building Official in the absence of the Building Official.
- b. Perform architectural, structural, plumbing, mechanical, and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Plans not checked by the Consultant at the City's offices may be plan-checked at the Consultant's local office.
- c. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.
- d. Check for compliance with applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations.
- e. Review and approve building/structural revisions to plans required during construction.
- f. Calculate building permit and plan check fees, and review permit issuance.
- g. Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Division, Planning Division, the Orange County Fire Authority (OCFA) and the Environmental Health Department of the County of Orange. This also includes Building Division review, comment and provision of "conditions of approval" for site plans and building plans as part of the discretionary planning applications.
- h. Provide expedited plan check when requested by the City.
- i. Create a standard plan check for the City, to ensure consistency in plan review.

4. Building Inspection Services

- a. Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharge and Elimination System Permit (NPDES) requirements (when applicable).
- b. Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.
- c. Inspect for compliance and conditions of approval set forth by the City's

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Development Services Department, Planning Commission, and/or City Council.

- d. Coordinate with various City and County agencies and departments, including but not limited to the Orange County Fire Authority (OCFA), Environmental Health Department of the County of Orange, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the above building and safety code regulations.
- e. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- f. During inspections, issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.
- g. At the Consultants sole expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and all required duties.
- h. Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.
- i. Input daily inspection information into the City's computer permit tracking system.
- j. Provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues.
- k. The Building Official/Inspector will conduct daily inspections between 12:30 p.m. and 4:00 p.m.
- l. As special circumstances dictate, after hour or weekend inspections will be conducted. Building Official will respond to emergency calls from the City (i.e., staff, police dispatch) at any time as deemed necessary.

5. Building Counter Operations

- a. Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans, and filing of building permit applications. Input information into the City's computer tracking system.
- b. Consultant is to cooperate with the Orange County Assessor's office to provide statistical and related information required for the efficient assessment of new developments and/or building projects.

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- c. Monitor and track the status of building permit applications and plan check for expiration and develop a process to notify applications prior to the expiration of their building permits.
- d. Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) conducted, and other financial, operational and statistical information pertinent to the Building Plan Check and Inspection Services process.
- e. Provide public information regarding building permit applications, plan check, and inspection services and related matters.
- f. Identify and collect all required fees for building permit applications and other Building Division services. Facilitates the collection of fees from other department and/or agencies that are due and payable prior to or concurrent with the issuance of a building permit.
- g. Establish, maintain, and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets, which explain building permit application processing procedures identified as being provide by the City.
- h. All approval stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City seal and other identification indicating that the approval stamps, applications, and documents are from the City of Los Alamitos. All of the stamps, applications, forms, and other documents or supplies shall be the property of the City (costs for the provisions of these processing tools and supplies shall be the responsibility of the City).

6. Performance Standards & Monitoring

- a. The Consultant shall be responsible for providing monitoring information to the City, that shows achievement of the performance standards and that personnel are providing helpful and courteous services to customers. The monitoring may include, but is not limited to, customer feedback through written questionnaires and interviews and observations at the building counter and during building permit inspections, and monthly statistical reports.
- b. City has established **Performance Standards** that are to be applied to the processing of plan checks, building permits, and general service to the public

that interacts with the Development Services Department. These Performance Standards are described in subsection c below. The Consultant recognizes the targets established in the Performance Standards, and will adhere to these measures in the performance of its services for the City. The City reserves the right to add, amend, or eliminate Performance Standards at any time during the term of this Agreement. The City may use the Performance Standards to gauge the effectiveness of the Consultant's service to the City. At the City's request, the Consultant shall be responsible for providing monitoring information which shows that personnel providing services to the City are achieving the Performance Standards.

- c. Consultant shall provide services, which meet the following maximum expected turn-around times for plan check and inspection services. In practice, Consultant shall provide these services with the fastest turn-around time feasible. Additionally, the following Performance Standards shall be used as a guide to determine staff levels:

- i. Plan Check

- 1. The initial plan check for all building plans for new large scale high density multi-family and mixed-use project shall be completed within ten (10) working days or less from the date of plan submittal.
 - 2. The initial check of building plans for new buildings including commercial, industrial and residential buildings shall be completed within ten (10) working days or less from the date of plan check submittal.
 - 3. The initial check of building plans for all commercial, industrial and residential remodels, renovations and additions shall be completed within ten (10) working days or less from plan submittal.
 - 4. All re-checks of building plans shall be completed within five (5) working days or less from resubmittal.
 - 5. Plan check review for routine and simple structures and items shall be completed over-the-counter. Routine and simple structures and items include but are not limited to re-roofs, patio covers, and fences/walls.

- ii. Inspection

- 1. All building inspections requested by 4:00 p.m. on a working day, shall be conducted on the next working day with an a.m. or

p.m. commitment and a two (2) to four (4) hour window.

2. As special circumstances dictate, after hour or weekend inspections will be conducted. Building Official will respond to emergency calls from the City (i.e., staff, police dispatch) at any time as deemed necessary.
3. At all times, building inspections shall conduct themselves in a courteous and professional manner and utilize the phone to help coordinate and narrow inspection times and applicants.

iii. Counter

1. Provide service and support for the building counter for ten (10) hours per working day. The building counter shall be open to the public and sufficiently staffed from the hours of 7:30 a.m. to 12:30 p.m., Monday through Thursday, excluding City recognized holidays. Counter hours may be subject to a reasonable change by the City, including but not limited to the hours of 7:30 a.m. to 12:30 p.m., with the potential for staggered work hours to cover the additional time. Working days are subject to change at the discretion of the City to a 5 days a week/8-hour schedule, with thirty (30) day noticing to Consultant.
2. Provide an ICC Certified Counter Technician/Plan Checker to provide services to the public during counter hours.
3. Keep written information regarding building permit applications, plan check and inspection process updates.
4. Answer the building counter phone when not with a customer at the counter, and return telephone calls within two hours. Respond to all email inquiries within the one working day.
5. On an as-needed basis, assist the City in providing or updating any Building Division information to the City's website.

7. Staffing Levels And Cost Of Services

- a. Identify the number of persons for each position that would be assigned to the City to provide the requested services. Indicate by the name and title those persons that will be providing Administration, Plan Check, Inspections and counter services. Clearly indicate if each person will be assigned to the City full-time, part-time, as-needed, off-site, and whether persons assigned will be providing multiple services (i.e., Administration and Plan Checks). Multiple

staffing level options may be proposed that are based upon a certain level of permit activity. Proposal must include the option for a certified permit technician during counter hours.

8. Transition from Current Services

- a. Consultant is to review City forms, procedures, and policies immediately and will recommend any deficiencies to the City that necessitate modifications. Any action is to be coordinately with City Management first prior to implementing any changes.
- b. Consultant is to work alongside the City's current service provider for Building and Safety Services for a minimum of six (6) weeks, prior to the conclusion of the City's current contract to ensure a smooth transition.
- c. Identify how past and existing permits and plan checks will be handled, along with related responsibilities for issuance and/or inspection.
- d. Assure proper records transfer.
- e. Develop timing/schedule for transition.
- f. Implement progress/monitoring reports.
- g. Establish meeting schedules to assess transition.

5.1 Consultant Staff

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

- A. The Consultant 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 (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant 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 Consultant shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall be accessible to City staff via email, phone or in-person as necessary. The Consultant 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 business hours.

- D. The Consultant(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 Consultant(s) notice to the effect that the conduct or action of a designated employee of the Consultant(s). The Consultant shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Consultant(s) shall take reasonable measures under the circumstances to remedy and improve the situation presented.
- F. Assure the City that the conduct and activities of the Consultant's employee(s) will not be detrimental to the interest of the City or public.
- G. The Consultant 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 Consultant. The identification system shall be furnished at the Consultant's expense and may include appropriate attire and name badges as specified by the City.
- H. The Consultant 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.

5.1 Dress Code and Appearance

The Consultant(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 Consultant's logo may be worn, and no caps shall be worn backwards.

5.2 Contract Enforcement

The Consultant(s) or its authorized representative shall meet with the Development Services Director quarterly, or more, at the discretion and convenience of the City.

The City reserves the right to perform audits at any time for the purpose of monitoring performance. The Consultant shall cooperate with City, representative(s) in the review and monitoring of Consultant'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.

5.3 Term of Agreement

The term of the Agreement is expected to commence on July 1, 2023. The initial term of the Agreement is anticipated to be for three (3) years, with two possible – two (2) year

*Request For Proposal 2022-04
Building & Safety Services
City of Los Alamitos*

extensions, at the sole discretion for renewal by the City.

SECTION E
PROPOSAL SCHEDULE

BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**SECTION E PROPOSAL
SCHEDULE**

**BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Proposal A – Rate and Services Structure

1. Fee structure for Plan Check: Indicate fee as a percentage of the City's collected plan check fee of a first-time check and re-check. This fee should include shipping and courier service (if applicable).

Plan Check	Percentage
First-time check	
Re-Check	

2. Firm shall provide separate fee percentages for project valuations of:

- \$1 to \$15,000
- \$15,000 to \$30,000
- \$30,000 to \$75,000
- \$75,000 and greater

Valuation	Percentage
\$1 to \$15,000	
\$15,000 to \$30,000	
\$30,000 to \$75,000	
\$75,000 and greater	

3. Fee for Permitting System

System Name	Annual Cost

4. Fee Option for expedited Plan Check (if applicable)

Valuation	Percentage

5. For an actual service compensation system, a copy of the firm's current hourly rate schedule shall be provided, which reflects the fully loaded total hourly cost for each related consultant position. For a percentage of fees system, proposals shall clearly indicate what costs associated with the consultant services will be offset by the percentage of those fees collection.

- Hourly rates should include, but not limited to the following consulting services roles:

Job Description	Hourly Rate
Assistant Planner	
Interim Development Services Director	
Consultant for the Development Services Department	
Landscape Architect	
Permit Technician	
Plan Checker	
Planning Aide	

Proposal A Schedule Total: \$_____

Proposal B – Rate and Services Structure for Sub-Consultant(s)

Sub-Consultant(s)	Hourly Rate

Proposal B Schedule Total: \$_____

The Consultant 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

**BUILDING & SAFETY SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROFESSIONAL SERVICES AGREEMENT
Building and Safety Services (RFP) 2022-04
[Enter name of Consultant]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this day of 2023 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, (“Firm”) a, _____. City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes and public counter services.. It is preferred that the firm 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, Firm has submitted to City a written proposal, dated _____, 2023, to provide the desired services.

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

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the _____ Proposal, dated _____, 2023, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subcontractors and subconsultants providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

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

12 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.

13 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.

14 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.

15 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.

16 Non-Exclusive Agreement. Firm acknowledges that City may enter into agreements with other Firms, consultants, individuals, 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 hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars (\$____). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay,

notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

34 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 an initial period of four (4) years, ending on June 30, 2027 unless extended at the sole election of City for an additional two - (2) year extensions, ending on June 30, 2031.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith:

_____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City.

Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

44 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 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.

45 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 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. 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.

53 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.

54 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.)

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.

56 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.

57 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.

58 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.

59 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.

510 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.

84 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.

85 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.

86 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.

87 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 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 Firm:

Name of
Consultant Street
City, State, Zip Code
Email

102 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.

103 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.

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

105 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.

106 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.

107 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.

108 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

“Firm”

Name of Firm

By: _____

Name
Title
Email

By: _____

Name
Title
Email

EXHIBIT “A”

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 10G

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Professional Services Agreement (PSA) to Willdan Engineering for City Engineering and Traffic Engineering Services

SUMMARY

On Thursday, January 12, 2023, staff received and reviewed bids for Request for Proposals (RFP) 2022-05 City Engineering and Traffic Engineering Services, which is inclusive but not limited to consultation on City utilities and facilities, consultation on development projects/permits, lead and manage the City's Capital Improvement Program (CIP), provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits. This item seeks to award RFP 2022-05 to Willdan Engineering for a term of three years with two 2-year contract extensions and in accordance with the fee schedule noted herein.

RECOMMENDATION

1. Award the bid for RFP 2022-05; and,
2. Authorize the Mayor to execute the Professional Services Agreement with Willdan Engineering for City Engineering and Traffic Engineering services for a term of three years with two 2-year contract extensions and in accordance with the fee schedule not to exceed the following hourly rates of:

Job Description	Hourly Rate
City Engineer	\$160
Geotechnical Manager	\$185
Landscape Architect	\$175
Labor Compliance Manager	\$165
Traffic Engineer	\$160
Project Manager	\$158
Public Works Superintendent	\$150

BACKGROUND

The Engineering Division is responsible for managing, scheduling, and implementing the City's Capital Improvement Program (CIP), as well as seeking grant opportunities for these projects. In addition, the Engineering Division spearheads the design and management of all infrastructure projects, when applicable, including major street rehabilitation, facility rehabilitation, park rehabilitation, landscaping, construction site inspections, and technical support to other City departments. The Engineering Division also provides technical expertise regarding street traffic within Los Alamitos, including traffic signals, street lighting, traffic signs,

and the issuance of encroachment and wide-load permits.

The City's current Engineering services are provided by Willdan Engineering. The City's current agreement with Willdan Engineering has utilized its final allowable contract extension, which is set to expire on June 30, 2023. If this item is approved by Council, the current agreement will be terminated on March 21, 2023 with the new agreement taking effect on the same date.

Since July 2010, Willdan has provided comprehensive engineering services for the City. Subsequent to the end of the term for the 2010 agreement, the City released a Request for Proposals (RFP) in 2015, which once again sought competitive bid responses from qualified firms to provide comprehensive Engineering services.

At the November 2022 meeting, Council approved RFP 2022-05, which sought bids from qualified firms to provide all encompassing Engineering services, including but not limited to consultation on City's utilities and facilities, consultation on development projects/permits, lead and manage the City's Capital Improvement Program (CIP), provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

The purpose of this Request for Proposals (RFP), was to solicit and select a firm to provide contract services, which will augment City staff as it relates to Engineering services. Under the direction of the Development Services Department, the selected firm is expected to provide services in a cost-effective, efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

Subsequent to its approval, staff noticed this solicitation for bids on the City's website and Event News Enterprise on Wednesday, November 23, 2022 and Wednesday, November 30, 2022.

DISCUSSION

In response to RFP 2022-05, the City received three (3) bid responses, one (1) of which was deemed unresponsive to all services sought in this solicitation for services. The three (3) responding firms included Minagar & Associates, Inc., Transtech Engineer, Inc., and Willdan Engineering.

Of the three, Transtech Engineer, Inc. and Willdan Engineering provided fully responsive bids, outlining the following costs:

Hourly Rate Schedule for As-Needed Services

Job Description	Proposed Rates	
	Transtech Engineer, Inc.	Willdan Engineering
City Engineer	\$180 - \$195	\$160
Geotechnical Manager	\$175 - \$195*	\$185
Landscape Architect	\$180 - \$190*	\$175

Labor Compliance Manager	\$150 - \$160*	\$165
Traffic Engineer	\$160 - \$175	\$160
Project Manager	\$175 - \$195	\$158
Public Works Superintendent	\$145 - 155*	\$150

* Specified job descriptions are via subconsulting services through the Contractor.

Staff reviewed the proposals based on the following criteria:

1. Demonstrated knowledge of public agencies
2. Document Organization & Completeness
3. Interview
4. Project Team & Resumes
5. Proposed Rates
6. References
7. Related Experience & Capabilities

As part of the proposal review process, both firms were invited for interviews, which consisted of a brief presentation from the firms to describe its ability to provide the scope of services outlined in the RFP. Staff recommends awarding of this Agreement for comprehensive City Engineering and Traffic Engineering services to Willdan Engineering based on the selection criteria including but not limited to experience, quality and experience of contracted staff, cost for services, commitment and procedural processes to ensure exceptional quality customer service, and reference checks.

Term of the Agreement

Under the terms of this PSA, this Agreement will expire on March 20, 2026, unless extended for a maximum of two (2) possible – 2-year contract extensions, which would extend the City's contractual relationship with Willdan Engineering through March 20, 2030.

FISCAL IMPACT

All work to be performed under the proposed Agreement is programmed and appropriated into the budget for the current fiscal year via Account No.10-548-5260, 10-548-5261 and 10-548-8268. Since this will be a multi-year PSA, it is anticipated that future fiscal budgets will provide sufficient funding for this service.

- Attachment:
1. Professional Services Agreement - Willdan Engineering
 2. Exhibit A - Scope of Services
 3. RFP 2022-05 City and Traffic Engineering Services

PROFESSIONAL SERVICES AGREEMENT
City Engineering and Traffic Engineering Services
(RFP) 2022-05
[Willdan Engineering]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this day of March 20, 2023 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and WILLDAN ENGINEERING, (“Contractor”) a California corporation. 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 City Engineering and Traffic Engineering Services including but not limited to consultation on City utilities and facilities, consultation on development projects/permits, lead and manage the City’s Capital Improvement Program (CIP), provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

B. In response to City’s formal Request for Proposals No. 2022-05 (RFP), dated November 14, 2022, Contractor has submitted to City a written proposal, dated January 12, 2023, 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 City Engineering and Traffic Engineering Services for Development Services Department Proposal, dated January 12, 2023, 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, subcontractors and subconsultants providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2022-05, dated November 14, 2022; 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, consultants, individuals, 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 Hourly Rates. 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.

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 an initial period of three (3) years, ending on July 1, 2026, with two (2) possible - two (2) year extensions at the sole discretion for renewal by the City, ending on March 20, 2030.

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: Vanessa Munoz. 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.

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

57 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.

58 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.

59 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.

84 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.

85 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.

87 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 – Hirsch & Associates, Inc.

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:

Vanessa Munoz, President
Willdan Engineering
2401 East Katella Avenue
Suite 300
Anaheim, CA 92806-5909
vmunoz@willdan.com

102 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.

103 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.

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

105 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.

106 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.

107 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.

108 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: _____

Tanya Doby

Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____

Michael S. Daudt

City Attorney

By: _____

Windmera Quintanar, MMC

City Clerk

“Contractor”

Willdan Engineering

By: _____

Vanessa Munoz

President

vmunoz@willdan.com

By: _____

Adel M. Freij, PE

Director - Engineering

afreij@willdan.com

EXHIBIT “A”

City of Los Alamitos

Development Services Department

Proposal

City Engineering and Traffic Engineering Services

January 12, 2023



January 12, 2023

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

Attention: Ron Noda
Development Services Director

Subject: Proposal for City Engineering and Traffic Engineering Services, RFP No. 2022-05

The City of Los Alamitos (City) is seeking consultants to provide City Engineering and Traffic Engineering services to support its capital improvement projects and engineering needs. **Willdan Engineering (Willdan)** has been providing quality on-call engineering services to 95% of California cities and counties for over 58 years—23 of those years with the City of Los Alamitos. Our staff has worked closely with city staff across California and currently provides municipal engineering related services such as city engineering, traffic engineering, civil engineering design, construction management, and development review services to the County of Orange and the cities of Yorba Linda, Brea, Laguna Niguel, Newport Beach, Paramount, South Gate, Lakewood, Downey, Long Beach, Bell, and La Puente, to name a few. Many of our staff served as Public Works Department staff before joining our firm – providing us with unique insights into critical City challenges and their optimal solutions.

Currently, our staff proudly serves the City of Los Alamitos as the City Engineer, Traffic Engineer, and Interim Public Works Superintendent – providing your City with a collective team of experienced civil engineers, traffic engineers, surveyors, geotechnical engineers, landscape architects, and other specialty engineers and support staff. **Willdan is deeply interested in and committed to continuing to provide these services to the City. We bring the following significant and relevant qualifications that will result in successful performance.**

Superior City and Traffic Engineers

Willdan's proposed **City Engineer, Mr. Chris Kelley, PE, QSD/P**, has over 17 years of city/municipal engineering experience—the last three years, as City Engineer for the City of Los Alamitos. In addition, he has recent experience as the City of Rolling Hills Estates Special City Engineer and has served as a Project Manager for various cities including Cerritos, Hawaiian Gardens, and the City of Napa. Mr. Kelley is a well-rounded civil engineer with experience in roadway and drainage design, hydrology and hydraulics, water quality Best Management Practices (BMPs), land development review, project and construction management, project report writing, and utility design and coordination. Mr. Kelley is adept at building the right team around the City's scope of work and expectations, managing staff and subconsultant teams effectively, and identifying and correcting critical path issues before they impact the budget and schedule. Willdan's proposed **Traffic Engineer, Mr. Farhad Iranitalab, TE, PTP**, has 39 years of traffic engineering experience—six as the City's Traffic Engineer. In addition, he has recent experience serving as the part-time Traffic Engineer for the cities of La Canada, Norwalk, and Pico Rivera. Willdan's 23 years of service to the City of Los Alamitos and our team's understanding of the City's processes, procedures, stakeholders and community will enable us to operate efficiently and cost effectively while achieving excellent results.

Two Decades of Consistently High Performance for the City of Los Alamitos

Willdan has enjoyed a productive working relationship with the City of Los Alamitos since 1999, and we are looking forward to this opportunity to expand our partnership. Willdan's key capabilities include:

- **Experienced City Engineer with Awareness of Los Alamitos Infrastructure, Staff, and Community.** During his service to Los Alamitos, our proposed City Engineer, Mr. Chris Kelley, has worked closely with City staff, developing core relationships with many of the City's Community Development and Public Works team members which has enabled efficient and meaningful service to the City. Mr. Kelley coordinates with City staff on a daily basis and



frequently meets with the community face-to-face to address engineering questions and concerns from businesses and residents. During his service to the City, Mr. Kelley has also developed key relationships with adjacent Cities, agencies, and local utility providers. He currently works closely with the Orange County Sanitation District (OC San) on their current first-phase citywide sewer rehabilitation project. Willdan provides agency coordination, reviews, and inspections for this project. We have reviewed plans and specifications for the second phase of the OC San citywide sewer work which will begin construction in late 2023. Other large agency coordinated projects that our city engineer currently facilitates are the Rossmoor Sewer District citywide sewer improvements, the 605 Freeway Interchange at Katella Avenue street improvement project led by the Orange County Transit Authority (OCTA) and Caltrans, and ongoing work with Southern California Edison to replace deteriorated power poles and upgrade facilities serving residents and businesses, to name a few. Mr. Kelley recently oversaw design and construction of the City's 2022 Measure 'Y' sales tax funded street improvement project on various streets which repaved nineteen (19) different residential streets, representing each district of the City. In addition, Mr. Kelley has worked with multiple new developments within Los Alamitos, facilitating grading and drainage project plan reviews and making sure that offsite street improvements are done in compliance with project plans, including the City's new luxury apartments along Cerritos Avenue.

- **Deep Understanding of Los Alamitos Traffic Engineering Infrastructure and Requirements.** Our traffic engineering staff currently provides support to Los Alamitos' City Engineer for traffic designs and studies, including the Old Towne West traffic calming project that provided innovative striping solutions to encourage safer streets for pedestrians and drivers. Our proposed Traffic Engineer, Mr. Farhad Iranitalab, prepared and presented to the Traffic and Planning Commissions the impact of the recent adoption of the new California Environmental Quality Act (CEQA) requirements related to Vehicle Miles Travelled (VMT) instead of Level of Service (LOS) as the measuring metric to determine transportation impacts from development projects. He regularly consults with the Development Services Director and City Engineer regarding traffic-related matters and addresses technical traffic-related questions and concerns from residents and business owners as directed by City staff. He and our other staff have extensive experience in consensus building and attending meetings with other public agencies such as the County of Orange, Orange County Transportation Authority, and California Department of Transportation.

Capacity to Accomplish All Los Alamitos Public Works Requirements

Willdan's comprehensive capabilities will ensure continuity, efficiency, cost effectiveness, quality and adequate resources – and give the City maximum control over its workload. With 184 full- and part-time staff in Southern California and 1,600 firm wide, Willdan has the capacity to rapidly reassign project workloads to an expanded team of subject matter experts from our corporate resources to keep pace with the City's requirements. Willdan regularly manages 200 active on-call contracts at any given time and has ample capacity to successfully perform comprehensive city engineering and traffic engineering services across the City's entire scope of work. Willdan's corporate office and office for contractual matters is located at 2401 East Katella Avenue, Suite 300 in Anaheim, California, 92806. Location and contact information for our other offices can be found on our [website](#). Our Federal Tax identification number is 95-2295858. Our insurance coverage will remain in effect and in force at the time of contract execution. Willdan has no known conflicts of interest on this proposal nor any failures or refusals to complete a contract.

During our years of service to the City of Los Alamitos, we have developed fruitful working relationships with City staff and look forward to remaining part of your vibrant team of staff members who continue to place the City and its needs at the forefront. As Director of City Engineering, I am committed to prioritizing the City's requirements and delivering the resources and expertise you need to achieve optimum results throughout the contract duration. If you have any questions regarding this proposal, please contact Mr. Adel Freij, at (562) 760-7752, or afreij@willdan.com, or Chris Kelley at (562) 321-1204 or ckelley@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Adel M. Freij, PE
Director of City Engineering

About Willdan

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nation-wide clientele through our subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our 58+ year history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in municipal planning, engineering design, construction management and inspection, and building and safety services. Our full complement of support disciplines provides effective and efficient solutions to resolve everchanging challenges experienced by municipal agencies today – and in the future.

Willdan has historically concentrated our efforts in public works engineering for cities, counties, and special districts. Since 1964, we have evolved into a professional consulting firm offering a broad array of services that provide a comprehensive and integrated approach to our clients' needs. Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff experience is an added value of our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience.

Willdan benefits from longstanding, well-established relationships with local and state government agencies, municipal utilities, and regional boards throughout the United States. Headquartered in Anaheim, Willdan operates from offices in over two dozen states spanning the entire country. Willdan maintains a strong balance sheet with the financial and staffing resources to perform and complete all contractual obligations. We have continued to grow to better serve our clients by offering a continuously expanding range of municipal services. There are no pending financial conditions that would impede Willdan's ability to complete the City's contract.



Willdan Staff of Experts

- | | |
|---|---------------------------------------|
| ▪ Municipal Engineering and Management | ▪ Construction Inspection and Support |
| ▪ Capital Improvement Program (CIP) | ▪ Traffic and Transportation |
| ▪ Highway and Freeway Engineering | ▪ Water and Wastewater |
| ▪ Building Safety Services | ▪ Urban and Regional Planning |
| ▪ Environmental Planning | ▪ Drainage and Flood Control |
| ▪ Geotechnical/Geological Engineering | ▪ Structural Engineering |
| ▪ Assessment Engineering | ▪ Right of Way Engineering |
| ▪ Computer-Aided Analysis and Design | ▪ Landscape Architecture |
| ▪ Geographical Information System (GIS) | ▪ Grant and Funding Administration |
| ▪ Program and Construction Management | ▪ Labor Compliance |

For any project to be successful, organization and positive management of the consultant team is essential. That is why we assign a senior member of our staff, **Mr. Chris Kelley, PE, QSD/P**, who will continue his role as **City Engineer**. He will be the contact person for communications and inquiries from the City of Los Alamitos and will have overall responsibility for coordination and administration of services to be provided by Willdan. **Mr. Farhad Iranitalab** will continue his services as **City Traffic Engineer** for the city. Keeping Mr. Kelley and Mr. Iranitalab in their current position with the city will allow a seamless transition between contract periods with no four-week transition or adjustment period needed. **Mr. Adel Freij, PE, Director of City Engineering Services**, will serve as **Principal-in-Charge**. Mr. Freij will be responsible for ensuring that the City's needs are met, that work efforts are fully coordinated, and that work performance is at the highest technical level. Our team possesses a keen understanding of the City's goals and objectives on both current and future projects. We are highly familiar with the City's policies, procedures, funding resources, guidelines, and standards, and we understand that the standards are due to be reviewed and/or updated. This knowledge and experience enable us to quickly initiate projects and respond



appropriately to City staff input and/or concerns, as well as complete ongoing projects with no downtime or transition period needed.

Willdan Understanding and Approach

Willdan is providing City Engineering and Traffic Engineering as outlined in the City's Request for Proposals (RFP) on a contract basis to over 50 California cities currently and is prepared to meet all the conditions specified. Willdan is well qualified to continue providing the requested services by the City of Los Alamitos.

Since 1964, Willdan has provided consulting services to hundreds of public agencies in the western United States. Our depth of experience and broad range of capabilities allow Willdan to offer comprehensive resources for efficient and convenient service. In addition, our expertise in the engineering and planning fields ensures innovative and effective solutions will be applied to all projects undertaken by Willdan. Many of our specialists have a strong background and an intimate understanding of diverse programs for public agencies. This expertise provides the foundation for planning, design, inspection, and administration under agency programs, and offers added value with our unique familiarity with state- and federally funded programs. We also place strong emphasis on communication and maintaining personal interaction with the community at large.

One key benefit of selecting Willdan for your City and Traffic Engineer roles is enabling direct access to Willdan's extensive design staff and experts in selected fields. This direct access approach allows for a streamlined planning process for projects from inception to construction. Project-related questions and needs can be answered on the spot and project details can be worked out from a simple email, phone conversation, video conference or one-on-one discussion as our primary office is in Orange County, minutes from City Hall. Willdan utilizes a management approach, whereby each assignment is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment. Our approach to serve the City on this contract is based on our 58-year history of serving public agencies.

For this assignment, Willdan's City Engineer Mr. Chris Kelley, PE, QSD/P, will be the single point of contact for the City's staff and will convey all important matters to the project team as appropriate. Mr. Kelley will serve the City at City Hall for approximately 30 - 40 hours per week as specified in the RFP.

Willdan has designated a city engineering team to provide as-needed support to the City for specific project/task work orders. The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing the as-needed special tasks. This will require close personal coordination between Willdan and the City. To accomplish this, we will conduct interactive meetings with City staff throughout the course of each assignment to ensure all issues are addressed. Our team has a broad variety of talent and experience in city engineering; development review; public works permitting and inspection; capital improvement project design, inspection, and contract administration; facilities maintenance and repair; surveying; and soils investigation. Combined with our understanding of the desired services and our experience with the City of Los Alamitos, Willdan can assist the City with successful completion of all city engineering matters.

Willdan will commit the appropriate staff to ensure specific projects, as well as the overall contract, are successful. Our intended approach is to fully understand each project requested by the City, to review the scope of work for each project in detail with the City, agree on the course or extent of the best-suited action, and proceed accordingly. Having successfully completed many other assignments of this type for the City of Los Alamitos and other agencies in Orange and Los Angeles Counties, Willdan's proposed team understands City processes and possesses the technical and communication skills that are vital to ensuring each task receives the necessary attention, objectives are met, schedules are adhered to, and each task stays on budget. Willdan's management approach has been proven on past assignments for the City to be effective in delivering services on time, within budget, and to the City's satisfaction.



Methodology

Willdan's methodology focuses heavily on client service and communications. As a firm with a strong public agency orientation, many of our client relationships are long term and ones in which our staff develops intimate familiarity with City staff since we very often serve as an extension of City staff. As such, it is extremely important that our presence on each assignment is seamless.

Willdan's staff assigned as extension of city staff, such as City Engineer, on a routine or on-call contract basis, most often work independently of the project team, since they are generally working directly for and with City staff as city staff. In this instance, the project team's role is subservient to the primary assignment and only comes into play on a support basis or on a project-specific basis, such as for additional services for capital improvement project design, reviewing tract and parcel maps, inspection services, construction management, and traffic engineering studies.

Technical Approach

Upon commencement of this assignment, Willdan's City Engineer, Mr. Chris Kelley, PE, QSD/P, will meet with City staff to discuss the project assignment in more detail. Based upon the City's needs, the routine hours at the City for Mr. Kelley are flexible and can be adjusted to various combinations to balance coverage of work as well as budgetary considerations. For this contract, the City Engineer will report to the Director of Public Works. Mr. Kelley's approach to the assignment will depend largely upon the specific needs of the City at any given time; however, he will generally start each day with a review of ongoing work efforts, new work efforts that have been assigned, and discussion with City staff. Since he is accustomed to city engineer assignments, many of these efforts will be self-directed, except as otherwise given general or specific direction from the City, as deemed appropriate.

For work efforts while at the City, such as project management, technical advice, and preparation of City Council agenda items, Mr. Kelley will work closely with City staff to coordinate specific tasks and to provide appropriate input when needed. He will make necessary contacts with private developers, other public agencies, and other City departments on an as-needed basis. To understand all issues relating more fully to specific projects, Mr. Kelley will research available records at the City, make field reviews as appropriate, and hold discussions with City staff. At the end of each day, he will review the events of the day, schedule any remaining needed efforts by City staff, and establish a preliminary list of efforts for his next regularly scheduled day at the City.

From time to time, the city engineer duties may require Mr. Kelley to be contacted while not at the City. In such cases he will routinely check for messages, both at the City and at Willdan, to keep current with ongoing issues and to formulate and deliver timely responses. This may require him to coordinate with or assign work efforts to City or Willdan staff. Whenever feasible, he will also be available for direct communication while he is away from the City's office.

Our project approach begins with **designating a complete project management team**. If selected by the City, and upon written request from the City Project Administrator, Willdan will provide a letter proposal to the City for the specific services requested by the City for each assignment. Each project management team will be led by a principal representative with full authority to direct operations and commit resources. In addition to the principal representative, the management team will include expert staff specializing in the type of service requested. Our array of in-house experts allows Willdan to develop a specialized management team for each requested project. In addition, Willdan's size gives us the flexibility to undertake large projects and projects on a compressed time schedule. If a project arises that requires immediate or extra attention, Willdan's flexibility allows tasks to be rapidly delegated to an expanded team of staff members. This ensures that the project will receive appropriate attention to detail and be completed in a timely fashion.

The first task of Willdan's delegated project management team will be to **establish a course of action**. This task will begin by coordinating with the City to identify specific project objectives. With these objectives in mind, Willdan's experienced professionals will actively identify areas of need and design solutions to address these needs. Our



policy of open and often client coordination will ensure the established course of action and will be consistent with the City's goals.

Once the course of action is established, Willdan will **develop a project schedule**. Each project schedule will be developed with the City's project completion date in mind and will include a critical path and measurable milestones to ensure the project completion date is met. All project schedules will be submitted to the City to guarantee consistency with the City's timeline. **In enacting and completing the course of action**, Willdan strives to exceed client expectations for quality of work. Willdan has a history of completing projects on time, within budget, and beyond industry standards. Willdan is committed to providing this level of service to the City. As such, after each project is completed, Willdan will follow-up with the City to gather feedback on the City's satisfaction with the project, and to identify methods to improve future service.

Firm Qualifications

Willdan has been providing exceptional services for municipalities since its inception. The relevant disciplines to the City's request are described in more detail below.

General Municipal Engineering Services

Willdan's City Engineering Group performs general engineering services for many cities in California and Arizona. Our goal is to come up with solutions in helping cities serve their constituents; whether temporary, as-needed assistance, or long-term assignments. We specialize in preparing capital improvement programs (CIPs), annual budgets, assisting in grant writing and funding applications, and researching infrastructure for statement evaluation. Our city engineering staff also provides recommendations for the implementation of National Pollutant Discharge Elimination System (NPDES) and Americans with Disabilities Act (ADA) requirements. Our City Engineers are available to write staff reports, report to City Managers and Directors, and attend City Council Meetings.

City Engineering Services

Capital Improvement Programs
Grant Writing and Funding
Administration
City Engineer
Staff Augmentation
Stormwater/NPDES Compliance
ADA Compliance
Project Management
Plan Check

To support cities with Development, Willdan provides engineering plan review services for a variety of land development projects. The work encompasses review of improvement plans, including street plans, traffic signal plans, signing and striping plans, grading and drainage plans, sewer, water, storm drain plans, erosion and sediment control plans and storm water quality and SWPCP/SWPPP/PCSMP documents. The Willdan team is adept at coordinating a complete land development review from project inception and conditioning through approval and permitting, construction phase support for change orders and final as built and acceptance procedures.

Civil Engineering Design

Willdan's highly trained and experienced civil engineering staff is supported by technical experts in various disciplines throughout the company. As a result, Willdan offers a range of expertise that only a large firm can provide. Willdan's civil design expertise includes transportation engineering; hydrology, drainage, water quality, and water/wastewater engineering.

Our approach and work scope for street and transportation improvements varies with the type of project assigned. Our experiences involve a full range of project size – from local street rehabilitation to multi-million-dollar highway, transit corridor, and rail station projects. Willdan has provided engineering design, review and construction management for hundreds of roadway improvements, rehabilitation, and resurfacing projects. Willdan has expertise in all aspects of hydrology, drainage, and flood control, ranging from local and regional drainage and flood control improvements to hydraulic and sediment transport analyses of major rivers. In addition, Willdan's design experience encompasses virtually every type of water and wastewater system project, including collection systems,



disposal facilities, distribution pipelines, master plans, production wells, pump stations, reservoirs, studies, telemetry monitoring systems, and treatment facilities.

To accompany our projects, Willdan implements water quality measures to meet the State and County requirements of the National Pollutant Discharge Elimination System (NPDES). Willdan prepares erosion and sediment control plans in accordance with City and State Regional Water Quality Control Board requirements. We have been providing project design of Low Impact Development (LID) practices such as green streets, infiltration basins, rain gardens and bioretention/biofiltration facilities for compliance with the LID requirements of the Orange County Model Water Quality Management Plan (WQMP) and Technical Guidance Document. Willdan is also the NPDES Coordinator for numerous cities in Southern California. As such, we represent the City at all co-permittee meetings, report to the City Manager and the City Council to keep them abreast of required actions by the City and potential fiscal impacts.

Transportation Engineering

Major Highway Facilities
Roadway Improvements
Bridges and Structures
Curbs, Gutters, and Sidewalks
Rail/Transit Systems
Airport Development
Pavement Management Systems

Hydrology, Drainage, Flood Control and Water/Wastewater Engineering Services

Master Plans
Feasibility Studies
Storm Drain/Flood Control Facilities
Planning
Storm Drain/Flood Control Design
NPDES Requirements
Hydraulic Models
Scour and Sediment Transport Analysis
Debris Dam and Side Weir Design
Water Quality Management Plans (WQMP)
Sewer Design

Geotechnical Engineering and Construction Inspection

Willdan provides geological, geotechnical, material testing, and inspection services for many public agencies in California and the Western United States. Willdan's geotechnical office is equipped with a full-service soils laboratory, certified and/or accredited by AASHTO Material Reference Laboratory (AMRL), and CALTRANS. With extensive experience throughout Los Angeles, Orange, San Bernardino, Riverside, and Ventura Counties, Willdan is intrinsically familiar with local geologic, geotechnical, and seismic conditions.

Geotechnical Engineering and Geologist Services

Geotechnical Engineering
Slope Stability and Settlement Analysis
Earthquake and Seismic Hazard Analysis
Engineering Geology and Hydrogeology
Full-Service Geotechnical Laboratory
Materials Sampling and Testing

Traffic and Transportation Engineering

Willdan specializes in providing traffic engineering and transportation planning services to governmental agencies. Our services range from responding to citizen complaints to designing and managing multimillion dollar capital improvement projects. Currently, our staff serves as contract city traffic engineers or provides traffic engineering services for approximately 40 cities in the southwest.

Our front-line knowledge and understanding of local road and traffic conditions are the cornerstone of our services. Willdan's traffic engineering staff applies state-of-the-art concepts to confirm the adequacy of transportation facilities, to determine the need for traffic control devices, and to ensure the safe and efficient operation of the transportation system.

Our staff of experts conducts traffic surveys and data collection, investigates motorist and vehicle characteristics identifying and making recommendations on traffic safety, utilizes traffic laws and enforcement to determine traffic signal timing, and evaluates highway operations. Willdan

Traffic Engineering Services

Traffic Signal and Control Systems
Signing and Striping Plans
Traffic Control
Circulation Systems
Parking Studies/Management
Street Lighting
Electric Vehicle (EV) Charging Stations
Traffic Management Plans (TMPs)
Transportation Demand Management (TDM) Analyses
Capacity Evaluations
Bicycle and Pedestrian Facilities
Traffic Impact Studies
Neighborhood Traffic Management
Suggested Route to School and Pedestrian Studies
Engineering and Traffic Surveys



prepares traffic engineering designs to warn, regulate, and guide traffic. We develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and develop traffic control plans for construction.

Landscape Architectural Design

Willdan's Landscape Architecture Group focuses on designing landscapes for public improvement projects, such as park and recreational facilities, community centers, and roadway beautification. In developing quality projects and plans, our landscape architects apply their talents and knowledge of site analysis, user needs programming, site design, urban design, landscape preservation, land management, water conservation, and land reclamation. With experience, mostly in California, our landscape architects offer an essential array of services and expertise that adds long-term value to projects and communities.

Landscape Architectural Design

Landscape Design
Plans, Specifications, and Estimates
Landscape Studies and Reports
Irrigation Plans
Plan Checking
Arborist Services
Facilities Architecture and Design

Construction Management and Inspection

Willdan offers a full complement of construction management, observation, and testing services for public works projects, including streets and highways, bridges, transit facilities, buildings, parking lots, park facilities, utilities, and infrastructure facilities, including sewer, water, and storm drain systems. We provide skilled resident engineers, construction/project managers, and construction observers who can monitor and direct activities to keep construction on schedule and within budget. Willdan's approach to construction management and observation establishes a set of guidelines specifically tailored to the client's standards and project goals. Document control is also emphasized. Project coordination with adjacent contracts and agencies is stressed to address potential problems and eliminate adverse impacts to construction progress.

Construction Management and Inspection

Cost Estimating
Constructability Reviews
Bid Administration
Resident Engineering
Contract Administration
Construction Observation
Claims Review and Investigation
Utility Coordination
Federal Labor Compliance
Material Sampling and Testing
Public Relations

Survey and Mapping

Willdan currently provides professional survey, subdivision map and engineering plan check services for numerous cities and counties throughout California. These services include preparing and/or reviewing easement documents, lot line adjustments, parcel and tract maps, dedications, and vacations, along with ensuring compliance with the Subdivision Map Act.

Willdan's plan checking applies City, State and Federal guidelines, particularly the California Subdivision Map Act and general compliance with City Standards, Codes, Ordinances, Conditions of Approval, and Regulations. Our staff of experts will review engineering documents/plans/maps for accuracy and adequacy and will submit an approval letter stating the same if required. Open communication is one of the most important elements to the success of a plan check. Willdan will always perform all necessary correspondence and coordination with City Staff to ensure the plan check is completed in a timely manner.

Survey and Mapping Services

Easement Documents
Lot Line Adjustments
Parcel and Tract Maps Review
Dedications/Vacations
Subdivision Map Act Compliance
Improvement Plan Check



Storm Water Quality Services

Willdan will provide the City of Los Alamitos with professional engineering, management, and consultant services that ensure the quality, value, and sustainability of your storm water facilities and surrounding environment. Willdan provides full NPDES Program support for Storm Water Quality Compliance. This includes the preparation of fiscal year budgets, reports, and presentations to city staff and city council; preparation of annual reports and presentations to regulators; development and management of service contracts and multiagency agreements; implementing permit compliance programs; coordination with watershed partners, regulators and at times non-governmental organizations; and managing and training city personnel and contractors.

Staff can provide compliance with the Municipal NPDES Permit's Stormwater Management Minimum Control Measures. This includes compliance activities associated with public information and public participation, industrial/commercial facilities, planning and land development, development construction, public agency activities, and illicit discharge/illicit connection management.

We have been involved with Total Maximum Daily Load (TMDL) Programs and Studies which involved developing and managing projects, programs, and studies commonly representing multiple clients with a common interest in the same watershed. This includes engaging with the Regional Water Quality Control Board staff and non-governmental organizations, and development of multiagency agreements with complex cost-sharing formulas. For example, on behalf of the cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, and the County of Los Angeles and its Flood Control District, we developed and currently manage the Malibu Creek Watershed CIMP. Another example is the Willdan designed, managed, and inspected installation of Connector Pipe Screens (CPS) and Automatic Retractable Screens (ARS) full capture devices for more the 20 municipal clients in southern California.

Funding Administration

Willdan is highly experienced in regulations pertaining to the expenditures of Federal, State, County, and local funds, which include Measure M, Community Development Block Grant (CDBG), State Transportation Program – Local (STPL), State Gas Tax, and various other grant and funding sources. Willdan has coordinated, prepared, and submitted all necessary documentation to the Orange County Transit Authority (OCTA) and Caltrans to assist cities in securing federal authorization and obligation of funds for projects. When requested, Willdan has prepared funding applications, invoices, and other required documentation.

Although each program may encompass different components and requirements, the general process remains the same following the Caltrans Local Assistance Procedures Manual (LAPM). Willdan also keeps informed of revisions (LPPs) to procedures and forms in the LAPM. We have assisted cities at various stages of the federal/state-funded project as follows:

- FTIP Programming
- Request Federal/State Project Number
- Request for Authorization to Proceed with Preliminary Engineering
- NEPA/CEQA documentation

Water Engineering Services

Master Plans of Drainage
Hydrology Modeling
Hydrology assessments
NPDES
Program Management
Annual Reporting
Public Information & Public
Participation Program
New & Significant Redevelopment
Program
Public Agency Activities Program
Illicit Discharge Detection &
Elimination Program
Training Program
WQMP Inspection Program
Industrial/Commercial Stormwater
Inspections

Special Funding Administration

State Transportation Program –
Local (STPL)
Community Development Block
Grant (CDBG)
Measure M
Call for Projects
Proposition SB1
Highway Safety Improvements
Program (HSIP)
Active Transportation (ATP)
Highway Bridge Program (HBP)
Coronavirus Response and Relief
Supplemental Appropriations
(CRRSAA)
Clean California Program



- Right-of-Way Certification
- Request for Authorization to Proceed with Construction
- Award Submittal
- Progress Invoice
- Final Report of Expenditures

A sample of the required federal documentation includes:

- | | |
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| ▪ TIP New Project Form | ▪ Right-of-Way Certification |
| ▪ Obligation Plan | ▪ Local Programs Agreement Checklist |
| ▪ Request Federal/State Project Number | ▪ Local Agency Contract Award Checklist |
| ▪ Field Review | ▪ Resident Engineer's Construction Contract Administration Checklist |
| ▪ Preliminary Environmental Study | ▪ Final Report of Expenditures Letter and Checklist |
| ▪ Request for Authorization | ▪ Local Agency Final Inspection Form |
| ▪ Detail Estimate and Summary | ▪ Materials Certificate |
| ▪ Finance Letter | |
| ▪ PS&E Certification | |

Willdan also maintains excellent relations with Caltrans' District Local Assistance Engineers and OCTA's staff and will answer questions regarding the submittals and status of the projects.

Project Management

Willdan's comprehensive project management services can take projects from inception to completion. Our staff has expertise in all areas of planning and funding administration, engineering design, program and project management, construction management, survey, materials testing, utility coordination, labor compliance, and community relations. We emphasize strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal/external resources.

Willdan customizes comprehensive programs to provide for any scope of services requested – from simple observation inspection to complete design and construction management, including oversight and management of the design team, administration of the general contractor's contract, project scheduling, project budget, project controls, building inspections, public works inspection and/or observation, deputy inspections, and materials testing.

Utility Coordination

Willdan has provided utility coordination services for numerous Southern California cities. Willdan has provided these services for various projects such as traffic signal installations, street reconstruction and resurfacing, overlays, street widenings, and neighborhood public improvement projects, just to name a few. Typical services provided by our utility coordinator include: submit notification to all affected agencies and utility companies of proposed project; submit copies of the plans to all affected utilities and agencies; coordinate with utility companies to implement upgrade of its facilities, as needed, within the project limit; identify conflicts of proposed construction with utilities and provide preliminary coordination for resolution; send notification of preconstruction conference to affected utility companies; provide attendance at the preconstruction conference by the utility coordinator; review project scope of work with each utility company at the preconstruction conference and review possible conflicts and work with each utility to assure that specific needs of the project are understood; coordinate with construction observer during construction to expedite the identification of any unknown utilities found during excavation; and coordinate relocation work by utility companies.

In addition to providing utility coordination services, Willdan regularly reviews project plans to determine if any utility relocation or coordination is necessary. When reviewing plans for utilities, Willdan makes a practice of early and open coordination with the project's contractor. This coordination ensures that the contractor will be aware



of any special precautions that should be taken to protect the health, safety, and welfare of workmen and the public. In addition, Willdan's early and open coordination practices minimizes delays and conflicts by ensuring appropriate scheduling.

Federal and State Labor Compliance

Willdan has been performing federal and state labor compliance monitoring and enforcement services for over 30 years and currently serves several dozen cities in California. Our compliance management system, complete with manuals, checklists, and instructions, is unparalleled in the country. Our staff members have extensive knowledge of contract administration and applicable law; they have undergone training in the administration of projects funded by a variety of sources, including the California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Department of Energy (DOE), the Environmental Protection Agency (EPA), the State

Water Resources Control Board (SWRCB), and the U.S. Department of Housing and Urban Development (HUD). We have established excellent working relations with key staff members at the above-mentioned governmental agencies and are regularly consulted by these organizations for input on procedural issues, evolving requirements, and document development. We are cognizant of the reporting requirements for these agencies and have been thoroughly trained in fraud prevention and detection. Willdan-labor-compliance-monitored projects have been audited by government authorities and have consistently received the highest level of approval.

Federal and State Labor Compliance

Familiarity with:

California Department of Transportation (Caltrans)
Federal Highway Administration (FHWA)
Federal Transit Administration (FTA)
Department of Energy (DOE)
Environmental Protection Agency (EPA)
State Water Resources Control Board (SWRCB)
U.S. Department of Housing and Urban Development (HUD)

SCOPE OF SERVICES

Willdan is very familiar with city services typically required in providing city engineer and traffic engineering services to Southern California cities. We have reviewed the requirements for this contract as presented and find they are consistent with the services we are currently providing to the City of Los Alamitos and have provided for other cities. The following presents the scope of work identified in the City's Request for Proposal and includes, but is not necessarily limited to, the services that Willdan will provide.

1) Administrative Services

- a) The City Engineer Mr. Chris Kelley, PE, QSD/P, and Traffic Engineer Mr. Farhad Iranitalab, PE, TE, will attend meetings or work sessions of the City Council, as requested.
- b) Mr. Kelley will advise City officials, employees, etc. through telephone conferences, meetings, and correspondence.
- c) Mr. Kelley and staff will furnish advice of consultation on the operation, maintenance, permitting of the City's water stormwater drainage system, transportation system, and other City-owned facilities under the direction of the Development Services Department.
- d) Mr. Kelley and staff will review project plans and proposals by private parties, for compliance with City code and other applicable requirements. The City Engineer will meet with residents, contractors, developers, engineers, etc. as required.
- e) Staff to review and approve grading plans.
 - i) Shall include, but not limited to the following:
 - (1) Ensure conformance with City codes, written policies, grading ordinances, the County of Orange grading manual, and standard specifications. The review will also assure conformance with the approved Tentative Map and Conditions of Approval for the project. Hydrology and hydraulic calculations will be reviewed for conformance with the Orange County Flood Control District methodology for any proposed storm drain systems and detention basins.
 - (2) Precise Grading Plans will be checked to verify positive drainage to an approved outlet.



- (3) Erosion control measures for manufactured slopes will be reviewed to verify that the landscaping and irrigation measures are adequate.
- f) Staff to review and approve landscape plans (when applicable).
 - i) Shall include, but not limited to the following:
 - (1) Working knowledge of City codes, regulations, and permit requirements.
 - (2) Program development
 - (3) Feasibility studies
 - (4) Investigation reports
 - (5) Reports and restoration and maintenance
 - (6) Conceptual design
 - (7) Project design
 - (8) Specifications
 - (9) Design reviews
 - (10) Project drafting, including CADD work
 - (11) Cost estimating
 - (12) Construction support services
 - (13) Trees and other plant evaluation
 - (14) Soils testing and report
 - (15) Environmental documentation preparation (i.e., CEQA)
 - (16) Inspections
 - (17) Plan Check
- g) Erosion Control Plans (when applicable) will be reviewed to ensure erosion and sedimentation measures comply with the Best Management Practices listed in the Storm Water Pollution Prevention Plans, in compliance with the National Pollution Discharge Elimination System (NPDES) and Water Quality Management Plan (WQMP) requirements as directed by City staff.
- h) Landscape and irrigation review for parks, parkways, medians, and all areas that have landscaping (as-needed).
- i) Review, check and make recommendations regarding land use applications within ten (10) working days of receipt.
- j) Assist with the preparation of dedications, lot splits, lot line adjustment, zoning maps, and any other subdivision maps and documents administration as deemed necessary by the City, to ensure project compliance with applicable provisions of the Subdivision Map Act, the City's Conditions of Approval, Land Surveyor's Act, and any other applicable local, state and federal laws.
- k) Assist and implement as-needed emergency work as directed by City staff.
- l) Coordinate with other agencies and utility companies on engineering matters.
- m) Prepare CAD exhibits, complex Microsoft Excel spreadsheets, Microsoft Word documents, PowerPoint presentations, as directed, for any needed engineering functions.
- n) Assist with City's Pavement Management Program.
- o) Mr. Kelley will be available to review various types of permit applications for private utility improvements, oversized/overweight vehicles, residential improvement and other common permit applications. The City Engineer shall conduct site inspections associated with such permits and applications needed.
- p) Funding/Grants/Budget - Includes but not limited to:
 - i) Ensure funding compliance, such as with Measure M
 - ii) Prepare Measure M mid-year project review
 - iii) Assist in the Capital Improvement Program (CIP) project budget preparation – analyze City's needs and prepare short and long-term CIP recommendations.
 - iv) Assist in the tracking and accounting of project funds including revenue sources, expenditures, and project account shortfalls/surpluses.



- q) Provide Geotechnical Engineering Services as needed for pavement evaluation, construction material testing, geotechnical investigation and reporting and hazardous materials assessment and related services.
- r) Construction inspection and contract administration will be in accordance with but not limited to:
 - i) The Greenbook Standard Specifications and Standard Plans for Public Works Construction.
 - ii) The project plans and special provisions.
 - iii) Caltrans Construction Manual.
 - iv) Manual of Traffic Controls for Construction and Maintenance Work Zones.
 - v) The City staff input
- s) On an on-call basis, Willdan can provide services for additional staff to include but not limited to Landscape Architect, Labor Compliance Manager, Assistant Planner, Project Manager, Labor Compliance Specialist, Geotechnical Specialists, and a Public Works Superintendent.
- t) Provide surveying services including but not limited to boundary surveys, record of surveys map preparation, right-of-way acquisition, settlement monitoring, GPS/Geodetic control surveys, and topographic surveys.
- u) Assist in consultant contract management where no conflicts of interest exist.
- v) Provide hydrology and hydraulic/drainage reports, models, and studies.
- w) Manage a variety of challenging multidisciplinary project from budget inception through construction.
- x) Prepare and secure environmental documentation for CIP projects.
- y) Obtain easements as needed.

2) Engineering Design and Construction

- a) Assist in consulting contract management where no conflicts of interest exist.
- b) Prepare and process Requests for Proposals (RFP) and help to conduct consultant selection processes per City policy
- c) Provide hydrology and hydraulic/drainage reports, models, and studies as needed.
- d) Prepare plans, specifications, engineering design calculations, and cost estimates.
- e) Coordinate design and construction activities with City departments, other agencies, citizens, and regulatory agencies.
- f) Manage a variety of multidisciplinary projects from budget inception through construction.
- g) Ensure delivery of projects within schedule and budget.
- h) Prepare and secure environmental permits for CIP projects
- i) Obtain easements as needed
- j) Provide public outreach coordination and exhibits.
- k) Provide utility coordination and notifications for a variety of projects.
- l) Perform project and construction management activities for a variety of projects. Negotiate and offer recommendations to City staff regarding change orders and consultant contracts.
- m) Ensure Labor Compliance requirements are satisfied when applicable.

3) City Engineer

- a) Willdan will assist as the City Engineer, **Chris Kelley, PE** shall continue to provide services on an as-needed basis in the following capacities as directed by the City:
 - i) Function as the City Engineer as set forth in all applicable codes and regulations, and as specified in Federal and State law.
 - ii) Mr. Kelley will provide 30 to 40 in-office working hours per week.
 - iii) Mr. Kelley will review, approve, and issue encroachment and wide-load permits.
 - iv) Mr. Kelley will maintain, amend, and develop ordinances as needed.
 - v) Mr. Kelley will make determination on the approval and use of alternative materials and methods of construction.
 - vi) Mr. Kelley will process and prepare Traffic Commission and City Council reports, recommendations,



and assist in the presentation on an as-needed basis.

- vii) Mr. Kelley will assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with any applicable codes and regulations.
 - viii) Mr. Kelley will make final interpretations concerning the application of all pertinent right-of-way and street safety codes.
 - ix) Mr. Kelley will meet with developers, homeowners, business owners, engineers and the general public at the City or in the field, as the need dictates to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.
 - x) Mr. Kelley will work with city staff to ensure all public works/engineering related activities are entered into the City's tracking system in an accurate, complete and timely manner.
- b) Mr. Kelley and his team will assemble and review all existing City policies, ordinances, and conditions pertaining to the Engineering operations, and document any areas of insufficient, incomplete or missing information. Based on this review, Willdan will develop a timetable for the preparation or revision of policies, ordinances, and conditions, and present a report to Development Services Director for consideration when requested by the City.

4) Neighborhood Traffic Management

- i) Mr. Kelley and Mr. Iranitalab will work closely with the Development Services Director to address residential traffic circulation and safety issues.
- ii) Mr. Kelley and Mr. Iranitalab will respond to requests from the public regarding traffic and parking issues. Requests will be viewed and evaluated to assess the situation and develop solutions to address the concern. Data will be collected to ensure the most appropriate measures and devices are utilized and to determine the resulting effectiveness.
- iii) Mr. Kelley and Mr. Iranitalab will respond to citizens and other stakeholder requests for traffic and/or parking information or improvements (traffic control devices, parking restrictions, schools, etc.).
- iv) Mr. Kelley and Mr. Iranitalab will participate in the planning and preparation of work orders for the installation, removal or replacement of traffic control devices, pavement markings and parking restrictions. Prepare and document decision making process in conjunction with the Development Services Director.

5) Traffic Engineer

- a) The scope of work will vary as need arises and will be at the discretion of the City. Mr. Farhad Iranitalab PE, TE will provide Traffic Engineering services for various projects at the request of City staff. The request for services may include, but not limited to:
- i) Traffic Engineer, **Farhad Iranitalab, PE, TE**, shall continue to provide services on an as-needed basis.
 - ii) Mr. Iranitalab will conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analyses.
 - iii) Mr. Iranitalab will provide Traffic Division support (i.e., traffic counts and various assignments).
 - iv) Mr. Iranitalab will provide comprehensive analyses of existing and projected traffic conditions; roundabout analysis and design, intersection design, speed humps, and traffic data collection services.
 - v) Mr. Iranitalab will provide electronic traffic control device studies and design (signs, signals, pavement markings, and school zone flashers).
 - vi) Mr. Iranitalab will perform pedestrian and bicycle studies including those to provide safe routes to school.
 - vii) Mr. Iranitalab will review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses.
 - viii) Mr. Iranitalab will review Traffic signal design including plans, specifications, engineer's cost estimate and contract bid documents (for projects that are bid) for new permanent signal installation and modifications to existing signals and flashing beacon, signal interconnect installation and Traffic



Management Center (TMC) enhancement.

- ix) Mr. Iranitalab will review speed data analysis intersection control studies including multi-way stop control and traffic signal or alternatives, safety studies, and miscellaneous traffic engineering services.
- x) Mr. Iranitalab will perform technical studies to support Active Transportation and Safe Routes to School programs.
- xi) Mr. Iranitalab will provide technical support for Transportation System Management and Operations (TSMO).
- xii) Mr. Iranitalab and team will prepare or review stage construction and worksite traffic control plans (when applicable).
- xiii) Mr. Iranitalab and team will design transportation, roadway, and Complete Streets including construction drawings or plans, specifications, engineer's cost estimate and contract bid documents.
- xiv) Mr. Iranitalab, Mr. Kelley, and team will handle construction management and inspection support services for roadway improvement and transportation projects.
- xv) Mr. Iranitalab will assist and provide technical assistance in identification and preparation of various traffic and roadway improvement grant opportunities and applications.
- xvi) Mr. Iranitalab will process and prepare Traffic Commission, Planning Commission and City Council reports and recommendations, and assist in the presentation on an as-needed basis.
- xvii) Traffic Signal System Operations system management.
- xviii) Provide Traffic Data Collection (on an as-needed basis).
- b) Mr. Iranitalab's services will be provided on an as-needed basis. Willdan and team will acknowledge receipt of requests for services within two (2) working days. Traffic engineering services not specifically identified in previous subtasks, may be performed by the Consultant at the discretion of the City Engineer and Development Services Director.

6) Plan Check Services

- i) Manage, coordinate, and oversee the encroachment and wide load permits and plan checks, and inspections.
- ii) Answer technical questions from the public, including inquiries regarding public right-of-way safety codes and regulations.
- iii) Perform plan checks.
- iv) Assist in a range of inspections as assigned by City staff.
- v) Ensure that all City Engineering inspections and plan reviews are conducted in an efficient and courteous manner that is responsive to the City and community needs.
- b) Confirm type of construction, and review construction specifications to determine satisfaction of safety requirements.
- c) Check for compliance with applicable codes adopted by the City, and any applicable adopted local amendment, State of California codes or regulations.
- d) Calculate encroachment permit and plan check fees, and review permit issuance.
- e) Review and evaluate engineering geology and geotechnical engineering reports. Provide City staff with specific recommendations regarding the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements, as it relates to all level of development, when given reports from the City Building and Safety Department.
 - i) Review foundation and grading plans for proposed development projects, to ensure compliance with applicable geotechnical recommendations.
- f) Provide expedited plan check when requested by the City.

7) Public Works Construction Projects

- a) Mr. Kelley and staff will analyze/study improvement projects and prepare preliminary engineering analysis, cost estimate and feasibility studies for various Public Works improvements.
- b) Mr. Kelley and staff will prepare detailed plans, specifications, bid and contract documents for Public



Works construction projects. In addition, the staff will prepare a final cost estimate, required applications of approval of the construction by other governmental agencies, and assist the City in negotiating the acquisition of any necessary right-of-way or easement.

- c) Mr. Kelley and staff will assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. Mr. Kelley will provide general supervision of the contract for Public Works construction projects.
- d) Mr. Kelley will inspect for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.
- e) Mr. Kelley will coordinate with various City and County agencies and departments, including but not limited to the Orange County Sanitation District (OCSD) and the Rossmore-Los Alamitos Sewer District, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project to obtain compliance with the applicable public right-of-way safety code regulations.

8) Capital Project Management

- a) Mr. Kelley will identify capital projects and document budget, scope, schedule, status, organizational responsibility (including other Professional Engineering Firms) and funding sources with city direction.
- b) Mr. Kelley will organize and prioritize all capital projects, with regular reporting and monitoring processes to ensure implementation and completion of scheduled project tasks with city direction.
- c) Mr. Kelley will track and monitor project status and specific milestone completion, facilitating the discussions and decisions necessary to keep projects on schedule.
- d) Mr. Kelley will identify and report concerns regarding meeting capital projects goals to the Development Services Director on a monthly basis (or as-needed).
- e) Mr. Kelley will process payments including Gas Tax and other grant funding, monitor budget expenditures and assist with the review of contracts, proposals, invoices and Purchase Orders (PO).
- f) Mr. Kelley will create and store computer files, computer copies, and other types of records and files of work performed for the City using the systems designated by the Development Services Director.
- g) Mr. Kelley will ensure all applicable local, state and federal laws are adhered to including prevailing wages.
- h) Mr. Kelley will provide public information regarding encroachment and wide load permit applications, plan check, inspection services and related matters.

Related Experience

Los Alamitos Project Experience

As part of our work for the City of Los Alamitos, Willdan has been involved in providing a variety of services across multiple disciplines. Below is a small list of projects we have completed and staff augmentation services we have provided to date:

- **City Engineering Services**, since 2009 ([General Municipal Engineering Services](#))
- **Traffic Engineering Services**, since 2009 ([Traffic and Transportation Engineering Services](#))
- Provide construction management, public works inspection, and labor compliance for the City's 2022 CIP Measure Y Paving Project, 2022 ([Construction Management/Inspection Services, Labor Compliance](#))
- Pavement Management Plan Updates, 2019 ([Traffic and Transportation Engineering Services](#))
- Recent CDBG funded street resurfacing projects on Howard Avenue, Noel Street and Bloomfield Street, 2020-2022 ([Traffic and Transportation Engineering Services](#))
- Fenley Pump Station Rehabilitation Project ([General Municipal Engineering Services](#))
- Citywide Arterial Sign Replacement Project, 2020-2022 ([Traffic and Transportation Engineering Services](#))
- Old Towne West Traffic Calming Striping Project, 2020-2022 ([Traffic and Transportation Engineering Services](#))
- Cerritos Avenue Restriping Project, 2022 ([Traffic and Transportation Engineering Services](#))



- Suburbia SB-1 Neighborhood Resurfacing Project, 2021 ([Traffic and Transportation Engineering Services](#))
- Greenbrook, Farquhar and Little Cottonwood SB-1 Neighborhood Resurfacing Project, 2019 ([Traffic and Transportation Engineering Services](#))
- Los Alamitos Blvd Median Improvement Project, 2017 ([Traffic and Transportation Engineering Services](#))
- On-Call Citywide Concrete Improvements Construction Management, 2014 ([Construction Management/Inspection Services](#))
- The Commercial Street Improvement Design and Construction Management, 2013 ([Construction Management/Inspection Services](#))
- Museum Roof Repair Design and Construction Management, 2013 ([Construction Management/Inspection Services](#))
- Old Town East and West Improvement Design and Construction Management, 2013 ([Construction Management/Inspection Services](#))
- Cerritos/Humboldt Intersection Improvements, Carrier Row ADA Ramps, Calle Lee/Corporate Center Drive Street Rehabilitation, Katella/Siboney Catch Basins, and Via El Mercado Street Rehabilitation Design and Construction Management, 2012 ([Construction Management/Inspection Services](#))
- Public Works Yard Gas Tank Removal Design and Construction Management, 2012 ([Construction Management/Inspection Services](#))
- Laurel Park Rehabilitation Design and Construction Management, 2012 ([Construction Management/Inspection Services](#))
- Citywide ADA Accessibility Ramps Design and Construction, 2012 ([Traffic Engineering and Construction Management/Inspection Services](#))
- Citywide ADA Accessibility Ramps Design and Construction, 2012 ([Traffic Engineering and Construction Management/Inspection Services](#))

Projects Examples

Due to Willdan's commitment to meet and regularly exceed client expectations, we have served many cities, counties, and special districts for decades. The following experience matrix summarizes some of Willdan's relevant experience. Given our long history of providing a full suite of city engineering, public works, and financial services to a multitude of clients, this is just a small excerpt of our most recent contract services.

Client	Civil & Traffic Engineering Design	Construction Management	Geotechnical / Material Testing	Survey / Mapping	Environmental Compliance	Plan Check	Federal/State Funding Project Assistance	Assessment District Engineering	Environmental Compliance
City of Bakersfield	▪	▪		▪		▪			
City of Bell	▪	▪	▪	▪	▪	▪	▪	▪	▪
City of Calabasas	▪	▪	▪	▪		▪	▪		
City of Calimesa	▪	▪	▪	▪		▪	▪		
City of Camarillo	▪					▪			
City of Elk Grove	▪	▪		▪	▪	▪	▪	▪	▪
City of Fillmore	▪	▪		▪		▪	▪	▪	
City of Hawaiian Gardens	▪	▪	▪	▪	▪	▪			▪
City of Hughson	▪	▪	▪	▪	▪	▪	▪		▪
City of La Puente	▪	▪	▪	▪	▪	▪	▪		▪
City of Lake Forest	▪	▪	▪	▪	▪	▪	▪		▪
City of Lakewood	▪	▪	▪	▪	▪	▪			▪
City of Los Alamitos	▪	▪	▪	▪		▪	▪		
City of Paramount	▪	▪	▪	▪	▪	▪	▪	▪	▪
City of Placentia	▪	▪	▪	▪		▪			



City of Rolling Hills Estates	■	■	■	■	■	■	■		■
City of Rosemead	■	■	■	■		■	■	■	
City of Santa Paula	■					■			
City of Thousand Oaks	■	■		■		■	■		
City of Ventura	■					■			
City of Westlake Village	■	■	■	■	■	■	■	■	■
City of Yorba Linda	■	■	■	■		■		■	
County of Fresno	■	■				■			
County of Kern						■			
County of Madera	■	■		■		■	■		
County of Orange	■		■			■			
County of San Bernardino	■		■	■	■	■			■

General Municipal Engineering Services

Client: City of Paramount

Services Provided: General Engineering Services **Dates:** 1978 – Ongoing

- City Engineer
- Traffic Engineer
- Civil Engineering
- Traffic Engineering
- Landscape Architecture
- Storm Drain Engineering
- Sanitary Sewer Engineering
- Funding Administration
- Grant Writing
- Project Management
- Environmental Documentation
- Survey/Right-of-Way Engineering
- Development Review
- Regulatory Permit
- Public Outreach
- Construction Engineering
- Construction Management
- Construction Inspection
- ADA Compliance
- Assessment District Engineering
- Geotechnical Engineering
- Materials Testing
- GIS Mapping and Database
- Potable Water Distribution
- Storm Water Quality/Master Plan
- Labor Compliance
- Miscellaneous Tasks

Client: City of Lakewood

Services Provided: General Engineering Services **Dates:** 2000 – Ongoing

- Civil Engineering
- Traffic Engineering
- Landscape Architecture
- Storm Drain Engineering
- Sanitary Sewer Engineering
- Funding Administration
- Grant Writing
- Environmental Documentation
- Project Management
- Survey/Right-of-Way Engineering
- Development Review
- Regulatory Permit
- Public Outreach
- Construction Engineering
- Construction Management
- Construction Inspection
- Geotechnical Engineering
- Materials Testing
- GIS Mapping and Database
- Potable Water Distribution
- Storm Water Quality/Master Plan
- ADA Compliance
- Assessment District Engineering
- Labor Compliance
- Miscellaneous Tasks

Client: City of Bell

Services Provided: As-Needed Engineering Services **Dates:** 2014 – Ongoing

- City Engineer
- Traffic Engineer
- Civil Engineering
- Traffic Engineering
- Landscape Architecture
- Storm Drain Engineering
- Sanitary Sewer Engineering
- Funding Administration
- Grant Writing
- Project Management
- Environmental Documentation
- Survey/Right-of-Way Engineering
- Development Review
- Regulatory Permit
- Public Outreach
- Construction Engineering
- Construction Management
- Construction Inspection
- ADA Compliance
- Assessment District Engineering
- Geotechnical Engineering



- Materials Testing
- GIS Mapping and Database
- Potable Water Distribution
- Storm Water Quality/Master Plan
- Labor Compliance
- Event Based Planning Operations
- Miscellaneous Tasks

Client: City of La Puente

Services Provided City Engineering Services **Dates:** 2009 – Ongoing

- City Engineer
- Traffic Engineer
- Civil Engineering
- Traffic Engineering
- Landscape Architecture
- Storm Drain Engineering
- Sanitary Sewer Engineering
- Funding Administration
- Grant Writing
- Project Management
- Environmental Documentation
- Survey/Right-of-Way Engineering
- Development Review
- Regulatory Permit
- Public Outreach
- Construction Engineering
- Construction Management
- Construction Inspection
- ADA Compliance
- Assessment District Engineering
- Geotechnical Engineering
- Materials Testing
- GIS Mapping and Database
- Potable Water Distribution
- Storm Water Quality/Master Plan
- Labor Compliance
- Miscellaneous Tasks

Client: City of Rolling Hills Estates

Services Provided General Engineering Services **Dates:** 1998 – Ongoing

- City Engineer
- Traffic Engineer
- Civil Engineering
- Traffic Engineering
- Landscape Architecture
- Storm Drain Engineering
- Sanitary Sewer Engineering
- Funding Administration
- Grant Writing
- Project Management
- Environmental Documentation
- Survey/Right-of-Way Engineering
- Development Review
- Regulatory Permit
- Public Outreach
- Construction Engineering
- Construction Management
- Construction Inspection
- ADA Compliance
- Assessment District Engineering
- Geotechnical Engineering
- Materials Testing
- GIS Mapping and Database
- Potable Water Distribution
- Storm Water Quality/Master Plan
- Labor Compliance
- Miscellaneous Tasks

Geotechnical Engineering Services

Client: City of Diamond Bar

Services Provided On-Call Geotechnical Services **Dates:** 2003 – Ongoing

Willdan provides review of geotechnical and engineering geology reports and plans submitted by developer's soils engineers and/or engineering geologist using City established policies and procedures and within City timeframes. Prepare review comments and conditions of approval. Review responses to review comments provided by the developer's geotechnical consultant and work with developer's soils engineer to resolve issues generated by review comments. Attend meetings with developers, builders, engineers, and consultants in a timely manner to resolve issues generated during the report review process or during construction. Review soils reports submitted by the developer's geotechnical consultant for proposed changes during grading. Provide technical support to the City for geotechnical engineering and geologic related issues on an as-needed basis.

Client: City of Calabasas

Services Provided Land Development Services **Dates:** 2003 – Ongoing

Willdan provides review of geotechnical and engineering geology reports and plans submitted by developer's soils engineers and/or engineering geologist using City established policies and procedures and within City timeframes. Prepare review comments and conditions of approval. Review responses to review comments provided by the developer's geotechnical consultant and work with developer's soils engineer to resolve issues generated by review comments. Attend meetings with developers, builders, engineers, and consultants in a timely manner to resolve issues generated during the report review



process or during construction. Review soils reports submitted by the developer's geotechnical consultant for proposed changes during grading. Provide technical support to the City for geotechnical engineering and geologic related issues on an as-needed basis.

Client: City of Pomona

Services Provided General Engineering Services

Dates: Dec. 2018 – Aug. 2019

Willdan performed geotechnical and material special inspection and testing during the construction of the project. Our services included observation and testing of subgrade preparation and grading activities; inspection, sampling and testing of concrete and reinforcement; performing required laboratory testing of construction material; and providing quality control for the construction.

Client: City of Irvine

Services Provided General Engineering Services

Dates: Nov. 2018 – Nov. 2020

Willdan performed geotechnical and material special inspection and testing during the construction of the project. Our services include observation and testing of subgrade preparation and grading activities; inspection, sampling and testing of concrete and reinforcement; performing required laboratory testing of construction material; and providing quality control for the construction.

Traffic and Transportation Engineering Services

Client: City of Downey

Services Provided Traffic Engineering Design

Dates: May 2017 – Ongoing

Willdan will provide professional traffic engineering services for the Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project from Gardendale Street to Telegraph Road. The project included conducting an environmental analysis, performing a traffic safety assessment, and preparation of design plans specifications and estimates (PS&E) for the installation of traffic signal upgrades and safety enhancements at thirteen (13) signalized intersections. The purpose of this project is to improve traffic safety along Paramount Boulevard by implementing traffic signal. Other safety enhancements include upgrade of curb ramps to be ADA compliant to improve safety for pedestrians and bicyclists. All of these improvements increased traffic signal visibility facilitate safer turning movements and reduce pedestrian and bicyclist involved collisions.

Client: City of Inglewood

Services Provided Traffic Engineering Design

Dates: May 2018 – December 2020

Willdan provided engineering design and system integration for the preparation of plans specifications and estimates (PS&E) for the LAWA ITS Improvements at various locations throughout the City. The project limits include Century Boulevard from La Cienega Boulevard to Van Ness Avenue and La Cienega Boulevard from Florence Avenue to Century Boulevard. The design will generally consist of installing twelve (12) Changeable Message Signs (CMS) at various locations in the City traffic signal modifications at twenty-two (22) locations including but not limited to 2070 ATC controller cabinet upgrades video detection advanced loop detection CCTV cameras main HUB and communications equipment. The design also includes installation of a secondary fiber optic cable and conduit system along Century Boulevard from La Cienega Boulevard to Van Ness Avenue and a new fiber optic and conduit system on La Cienega Boulevard from Florence Avenue to Century Boulevard including a vault or hub at La Cienega Boulevard Century Boulevard for City of LA and Caltrans to potential connect in the future. No work is anticipated to be performed on the traffic signals at Century Boulevard and La Cienega Boulevard since it's maintained by the City of LA and the La Cienega Boulevard 405 on/off ramps since it is Caltrans maintained. The project excludes coordination and communication connections with City of Los Angeles and or County of Los Angeles but does include coordination with Caltrans for an encroachment permit at the signalized intersection of Century I 405 freeway on/off ramps. The Willdan team is comprised of Willdan Engineering who will perform the design by preparing the PS&E for the project and Kimley Horn and Associates Inc who will perform the ITS integration and fiber assignment component for the project.



Client: City of Santa Monica

Services Provided Traffic Engineering Design

Dates: May 2019 – April 2021

Willdan provided professional engineering design services for the preparation of design plans and construction bidding documents for the installation of 78 EV charging stations to be installed at City owned parking lots and curb side locations. The project will be phased over two fiscal years 2018 19 and 2019 20. The design work includes performing topographic surveys; utility coordination including coordinating with Southern California Edison for new meters and transformers; preparation of drawings showing new conduits and charging locations including electrical calculations; preparation of temporary traffic control plans; cost estimates; bidding and construction phase support; and the completion of as built record drawings at the conclusion of construction.

Client: City of El Monte

Services Provided Street Design - Cedar Ave, Lower Azusa Rd, And City Limit Area (Zone 2) Street Improvement Project

Dates: 2020 – 2022

The project included resurfacing over 8-1/2 miles of local streets in the northwest section of the city. The adjacent properties are developed with primarily residential homes with a few church, school, and commercial uses. The project involved three different resurfacing strategies – grind and overlay, cape seal, and slurry seal. Including the various pavement strategies provides an advantage to monitor the construction budget during the design process and revise the pavement strategies as necessary to maximize the pavement life of the improvements while keeping costs within the City's construction budget.

Client: City of Buena Park

Services Provided Street Design – Malvern Street Rehab

Dates: 2022-Ongoing

Willdan is providing engineering design services, including preliminary engineering, surveying, and preparation of plans, specifications and estimates for assessment of the existing pavement conditions of a section of Malvern Avenue and its repair. Improvements for the project include pavement rehabilitation on roadways segments; parkway improvements, such as reconstruction of existing damaged and uplifted concrete sidewalk, cross gutter drainage improvements, curb and gutter, Class II Bike lane additions, and drive approaches. Curb ramps are to be installed or reconstructed to ensure compliance with ADA requirements, as well as design survey and utility adjustments, pavement assessments, signing and striping, and replacement of traffic loops.

Construction Management & Inspection Services

Client: City of Downey

Services Provided On-Call Multidisciplinary Engineering Services

Dates: 2001 - Ongoing

Willdan has provided on call engineering services to the City of Downey since 2001. In that time, Willdan has completed over 60 projects for the City, providing a multitude of services such as construction management and inspection, materials testing, plan checking, design engineering, landscape architectural, surveying, GIS, geotechnical engineering, and planning services. Representative construction management projects completed under this on call contract include Lakewood Boulevard Water Improvements, Firestone Boulevard at Paramount Boulevard Intersection Improvements, Lakewood Boulevard Improvements-Phase 3C, Paramount Boulevard Water Improvements, Woodruff Avenue Water Improvements, Samoline Avenue and Melva Street Water Improvements, Third Street Water System Improvements, Old River School Road Rehabilitation (STPL), Wilderness Park Sewer improvements, Fifth Street Water Improvements, Police and Library Pier Observation, Solar PV System at Five City facilities, Cole Street Water Improvements, Pellet and Ryerson Water Improvements, Well No. 30 Discharge Pipeline, Woodruff and Smallwood Sewer Repairs, and Patton Road Water Main Improvements. Willdan provided construction management, inspection, and materials testing services for each of these projects.



Client: City of Inglewood

Services Provided	On-Call Multidisciplinary Engineering Services	Dates:	2011 - Ongoing
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Willdan has provided on call engineering services to the City of Inglewood since 2011. In that time, Willdan has completed over 22 projects for the City, providing a multitude of services, such as construction management and inspection, plan checking, design engineering, landscape architectural, surveying, and GIS. Representative construction management and inspection projects completed under this on call contract include La Brea Avenue Reconstruction (DEMO4L), La Brea Avenue Realignment and Reconstruction (HPLUL), Annual Streets and Alleys Rehabilitation, Imperial Highway Improvements, Prairie Avenue Improvements, Van Ness Avenue Improvements, Inglewood Intermodal Transit/Park and Ride Facility, Service Center Yard Roofing Project, Intelligent Transportation System Gap Closure, Intelligent Transportation System Phases 5 & 6, Los Angeles World Airports Intelligent Transportation System, City Parking Lots Rehabilitation, La Brea and Hardy Traffic Signal Improvements, Century Boulevard Mobility Project Federal Funding Closeout Services, La Tijera Elementary School Improvements (SR2S), and Encroachment Permits Inspection.

Client: City of Ridgecrest

Services Provided	On-Call Multidisciplinary Engineering Services	Dates:	2010 - Ongoing
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Willdan has provided on call engineering services to the City of Ridgecrest since 2010. In that time, Willdan has completed over 75 projects for the City, providing a multitude of services, such as construction management and inspection, plan checking, design engineering, grant administration, labor compliance, city engineering, landscape architectural, surveying, GIS, environmental clearance, building and safety. We have provided these services to the City for projects funded with local, state, and federal funds. Representative construction management and inspection projects completed under this on-call contract include Downs Street Widening (STPL), West Ridgecrest Boulevard Reconstruction (RPSTPL), Ridgecrest Senior Center Tenant improvements (CDBG), Electric Vehicle Charging Stations and Solar Photovoltaic Improvements (CMAQ), Corporate Yard Site Improvements, New Bus Maintenance Garage and Shade Structure (Design/Build), ADA Transition Plan (CDBG), Sewer System Rehabilitation and Repair Program, Sewer GIS mapping, Walmart Supercenter Offsite Improvements, Richmond Road Bike Path, Bowman Channel Improvements, Dolphin Avenue Improvements (CMAQ), SSARP, Traffic Signal Installation for China Lake Boulevard at Bowman Road (HSIP), Citywide Telecommunications Installation Permit Inspection, Flashing Stop Signs and Adaptive Traffic Signals (HSIP), and Leroy Jackson Park (Clean CA). On many of these projects, Willdan provided turnkey services including design, environmental, bidding assistance, construction management, inspection, labor compliance, grant administration and materials testing.

Client: City of Santa Ana

Services Provided	On-Call Construction management	Dates:	2020 - Ongoing
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Willdan provided public works and on-call construction management inspection services for various projects throughout the City. - Through our on-call contract, Willdan provided public works inspection and testing services for the Riverview Neighborhood Water Main improvement project, consisting of approximately 5,750 linear feet (LF) of 8-inch, and 2,600 LF of 12-inch PVC C-900 water mains and all appurtenances. The project also included removal and reconstruction of minor concrete improvements. Willdan reviewed the existing parking lot and public buildings located within the City's Maintenance Yard. Willdan provided a list of repairs and estimated cost for the identified issues. Additional, material testing services were also included for Warner Avenue and various projects throughout the city.

Landscape Architectural Services & Inspections

Client: City of Bell

Services Provided	As-Needed Engineering Services	Dates:	2018 - Ongoing
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Willdan is providing as-needed city and traffic engineering services. In addition to providing extension of staff services, Willdan specifically provided landscape architecture plans, specifications, and estimates, for the City's Clarkson Avenue Green Street



Improvements. Willdan provides engineering design, construction management, project management, development review, pavement engineering, funding administration, plan review, surveying/right-of-way engineering/mapping, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance; and City department coordination to implement desired improvements and updates.

Client: City of Lakewood

Services Provided General Engineering Services **Dates:** 2008 - Ongoing

For over 20 years, Willdan has been providing landscape architecture, engineering design, construction management and inspection, project management, development review, pavement engineering, funding administration, survey/right-of-way engineering/mapping, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance. Willdan specifically provided landscape architecture plans, specifications, landscape inspections, and estimates, for the City's Lakewood Boulevard at Del Amo Boulevard streetscape improvements and Paramount Boulevard water conservation medians renovations.

Client: City of La Puente

Services Provided General Engineering Services **Dates:** 1996 - Ongoing

Willdan is providing as-needed city and traffic engineering services to the City of La Puente. In addition to providing extension of staff services, Willdan provides landscape design and inspection services, engineering design, construction management, project management, development review, pavement engineering, funding administration, plan review, surveying/right-of-way engineering/mapping, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.

Client: City of Paramount

Services Provided General Engineering Services **Dates:** 2011 - 2012

Willdan completed program management services for a unique park in the City of Paramount. Funding for this 8-acre park development was available through a park grant from Proposition 84 funds. Willdan was involved with this project from planning through design and through construction including grant application submittals and inspections. The park included synthetic turf play field a 400-meter walking running track multi use soft footed trails exercise stations parking lots security lighting and decorative tubular steel fencing enclosing the entire park. The park site was within Southern California Edison's (SCE) right of way which required a lengthy review process and adherence to all requirements set forth in SCEs conditions of approval. Approvals were also required from the Metropolitan Water District and Central Basin Municipal Water District. Willdan's program management scope of work included the following: design management, civil engineering, landscape architecture and inspection, constructability reviews review and award of general contractors contract, RFI management, submittal management, change order management, observation of construction activity, utility coordination, materials testing construction staking, conducting progress review meetings, cost monitoring control, Federal labor compliance monitoring, schedule monitoring, control review recommendation of general contractors monthly payment application and project closeout management.



Surveying Services

Client: City of Yorba Linda

Services Provided On-Call Survey

Dates: 2001 - Ongoing

Willdan provided Subdivision Map Checking, as well as Easement, Lot Line Adjustment, and Lot Merger Checking for 20 years. We have also provided technical advice on a number of high-profile items such as the new library, and currently, on modifications to the Nixon Library. Our largest job to date has been the quitclaiming of Landscape Easements dedicated to the City by dedication on a subdivision map or by individual deed. This quitclaiming has resulted in a huge cost savings for the city.

Client: City of La Cañada Flintridge

Services Provided On-Call Public Works Services

Dates: 1999 – Ongoing

Willdan provides checking services for all Parcel Maps, Tract Maps, Lot Line Adjustments, Lot Mergers, and Certificates submitted to the City. In addition, Willdan's survey group updated a topographic survey of city hall to show updates for handicapped access and other changes. We then prepared a number of ingress/egress easements for use of the pre-school to the east. In an action not specifically for the City, Willdan's expert witness, David Knell, represented the city's interest in the matter of Tripathi v. City of La Canada Flintridge.

Client: City of La Puente

Services Provided On-Call Public Engineering Services

Dates: 1996 – Ongoing

Willdan provides land development and associated infrastructure improvement reviews encompassing civil infrastructure, grading, soils, traffic, floodplain management, environmental studies, and permit application requests. Maps are reviewed for conformance with the California Subdivision Map Act. Additional land-development-related services provided under the contract involve contract extension of staff services for Deputy City Engineer, Traffic Engineer, City Surveyor, and Public Works Inspector; project management; development review meeting attendance; and independent assurance sampling and testing.

Client: City of Paramount

Services Provided On-Call Public Engineering Services

Dates: 1978 – Ongoing

Willdan provides land development and associated infrastructure improvement reviews encompassing civil infrastructure, grading, soils, traffic, floodplain management, environmental studies, and permit application requests. Maps are reviewed for conformance with the California Subdivision Map Act. Additional land-development-related services provided under the contract involve contract extension of staff services for Deputy City Engineer, Traffic Engineer, City Surveyor, and Public Works Inspector; project management; development review meeting attendance; and independent assurance sampling and testing.

Storm Water Quality Services

Client: Cities of Westlake Village, Anaheim, & Bell

Services Provided NPDES Management

Dates: 2022 – Ongoing

Willdan is performing Municipal NPDES Permit Management, including Total Maximum Daily Load monitoring, management, and mitigation

Client: City of Agoura Hills

Services Provided Stormwater Services

Dates: 2022 – Ongoing

Willdan is providing stormwater services and will assist the Engineering Division on an as-needed basis in implementing the City's Storm Water Program, TMDLs and related regulations. Services to be provided include the following tasks: Prepare City's



NPDES Annual Report, conduct City's commercial and wet-weather inspections, Malibu Creek Watershed group coordination, assist the City in preparing cost estimates relating to the NPDES/Stormwater Program for the City's annual budget, attend/conduct staff meetings and/or training, providing support for Nutrients Study and Measure W, and providing a mobile detailer investigation and response, and developing public outreach. Additional services may include real property services, environmental planning, municipal planning, engineering services, construction management, development review, capital projects, grantsmanship, and related work.

Client: City of San Fernando

Services Provided Stormwater Services **Dates:** 2022 – Ongoing

Implement the City's Enhanced Watershed Management Plan, Coordinated Integrated Watershed Management Plan, and NPDES permits. PM will attend meetings on behalf of the client; document review. PM will support staff with City Council report and presentations. PM will also conduct as needed briefings to the public, city staff, and City Council.

Client: City of La Cañada Flintridge

Services Provided Stormwater Services **Dates:** 2022 – Ongoing

Implement the City's Enhanced Watershed Management Plan, Coordinated Integrated Watershed Management Plan, and NPDES permits. PM will attend meetings on behalf of the client; document review. PM will support staff with City Council report and presentations. PM will also conduct as needed briefings to the public, city staff, and City Council.

Grant Funding Services

Over the past few years, Willdan has provided services for *215 local city and county improvement projects funded with over \$10 million* allocated through federal and state grant programs – a small segment of which are highlighted in the chart. Overall, our project team has been involved in over 1,000 projects funded through programs such as ATP, CDBG, FEMA, ARRA, HSIP, and HBP during the past five years.

Client: City of Moreno Valley

Services Provided CDBG, HOME, ESG, CDBG-CV and NSP Grant Administration Services **Dates:** 2020 – Present

Willdan is providing Grant Administration Services to administer the City's Housing and Urban Development (HUD) Programs, Services and Activities Related to Community Development Block Grants (CDBG), Community Development Block Grant – Corona Virus funds (CDBG-CV), Home Investment Partnership Program (HOME), Emergency Solution Grant (ESG), and Neighborhood Stabilization Program Grant (NSP). Successful grant closeout of NSP3 and NSP1.

Client: City of Cudahy

Services Provided CDBG and HOME Programs Assistance **Dates:** 2019 – 2021

Willdan provided technical advisement to CDBG staff related to the implementation of their CDBG programs.

Client: City of La Verne

Services Provided Housing Rehabilitation Program and Grant Administration (ARPA) **Dates:**

Willdan is providing technical assistance with the administration of the City's American Rescue Plan Act (ARPA) funded Housing Rehabilitation Program.

Client: City of Torrance

Services Provided Rental Assistance Program (CDBG-CV) **Dates:** 2021 – 2022

Willdan staff members provided guidance and assistance to a Los Angeles Urban County Community Development Block grant recipient helping the recipient create and administer a CDBG-CV-funded rental assistance program to alleviate the COVID-19 rental housing crisis.



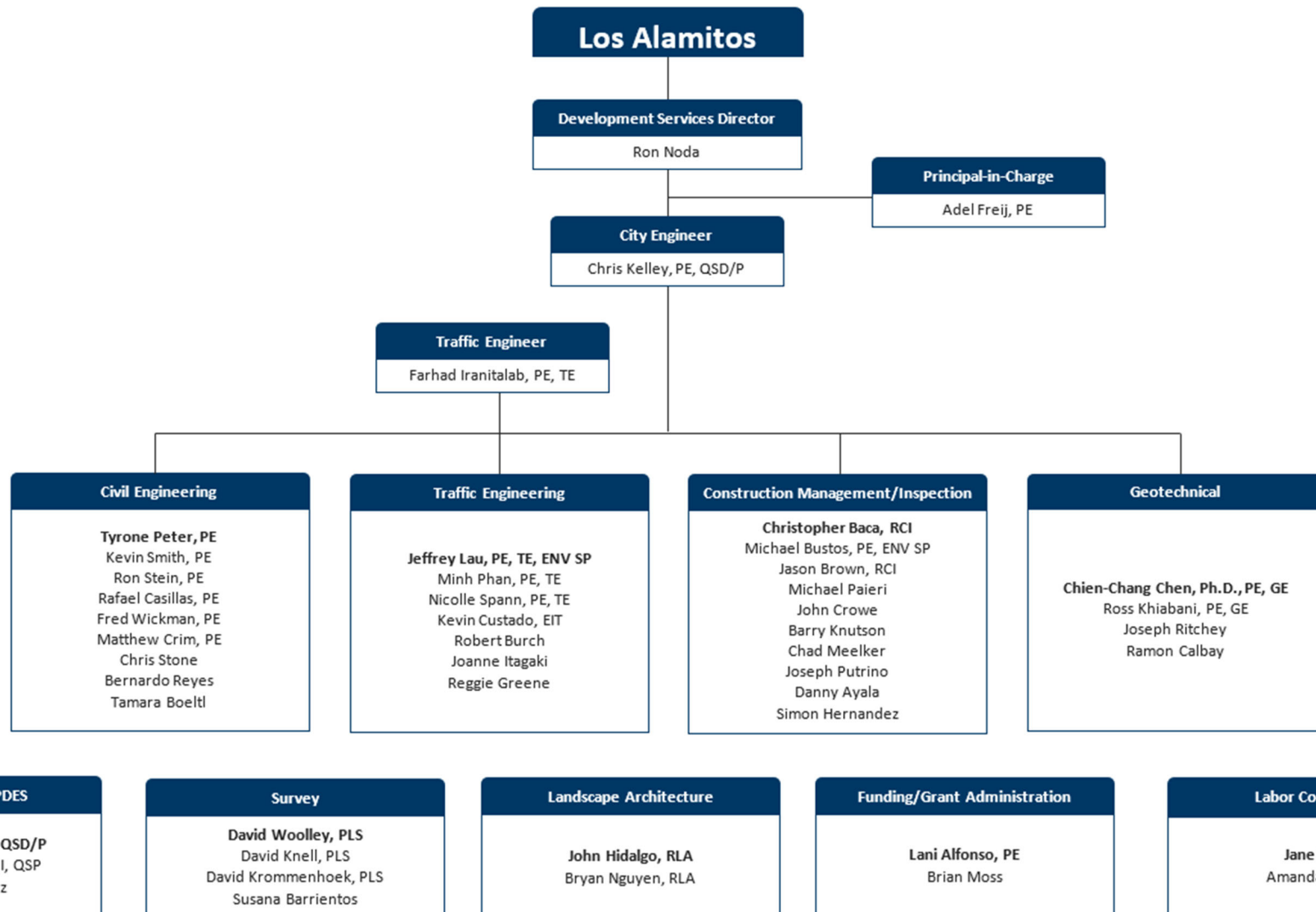
Recent Grant-Funded Improvement Projects

Type	Quantity	Description	Funding Amount
ATP	1	Bike Path/Creek Extension	\$788,000
CDBG	10	Playground/Park/Facility	\$613,155
CDBG	1	Storm Drain	\$33,600
CDBG	7	Roadway/Curb/Sidewalk	\$330,942
CDBG	1	Other	\$16,484
CMAQ	1	Sidewalk	\$246,348
FEMA	2	Storm Drain/Channel	\$196,349
FEMA	1	Roadway	\$53,760
FEMA	1	Bridge	\$250,000
FEMA	1	Other Service	\$149,888
HBP	9	Bridges	\$2,458,046
HSIP	17	Roadway/Safety	\$1,606,565
Measure L	2	Roadway	\$157,980
Other	1	Sewer	\$47,920
SR2S/SRTS	1	Roadway/Safety	\$44,897
SSARP	1	Safety Study	\$58,000
STPL	4	Roadway	\$474,674
TFCA	1	Safety	\$99,500
Total			\$7,626,108

Organizational Chart

The organization chart below identifies the project roles for our team and illustrates the communication, reporting relationships among the team, with discipline leads identified in bold. Willdan's proposed team is available to begin work as soon as possible after the selected firm receives the notice to proceed. Resumes for our key staff are provided in a later section of this submittal.





Project Team/Key Personnel

Key Staff /Title/ Job Classification	Educational Background/Credentials	Experience
Adel Freij, PE Director Principal-in-Charge	- BS, Civil Engineering, University of Missouri, Kansas City - Resident Engineer Academy - Civil Engineer, California No. 55564	35 Years of Experience - On-Call Engineering Services, City of La Puente - On-Call Engineering Services, City of Azusa - On-Call Engineering Services, City of San Fernando - On-Call Engineering Services, City of Bell - On-Call Engineering Services, City of South Gate - On-Call Engineering Services, City of Inglewood
Chris Kelley, PE, QSD/P Project Manager II City Engineer	- BS, Civil Engineering, California Polytechnic State University, Pomona - Civil Engineer, California No. 83179 - Qualified SWPPP Developer and Practitioner, No. 25874	17 Years of Experience - On-Call Engineering Services, City of Los Alamitos since 2019 - As Needed Engineering Services, City of Cerritos - On-Call Engineering Services, City of Rolling Hills Estates - Project Manager, Manhattan Beach Mall Rehabilitation, City of Manhattan Beach
Farhad Iranitalab, PE, TE Principal Project Manager City Traffic Engineer	- BS, Civil Engineering, Oregon State University - MS, Transportation Engineering, Oregon State University - Civil Engineer, California No. 33142 - Traffic Engineer, California No. 1695	39 Years of Experience - Traffic Engineering Services, City of Pico Rivera - Traffic Engineering Services, City of La Canada-Flintridge - Traffic Engineering Services, City of Los Alamitos since - Traffic Engineering Services, City of Brea
Tyrone Peter, PE Director Civil Design Engineering Lead	- BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering - Civil Engineering, Murugappa Polytechnic - Civil Engineer, California, No. 81888	15 Years of Experience - Design Services, City of Brea - Design Services, City of Yorba Linda - Rosemead Blvd/Slauson Ave Hot Spots, City of Pico Rivera - Citywide Pavement Rehabilitation, City of Rivera - US 101/Lindero Canyon Rd Interchange/Widening, City of Westlake Village - City Engineering Services, City of Lakewood - City Engineering Services, City of Inglewood
Chris Baca, RCI Director Construction Management/Inspection Lead	- BS, Public Administration, California State University, Fullerton - Public Works Inspection, California State University, Los Angeles Extension - Asphalt Paving, Contract Administration and Change Orders for Federally Funded Projects Seminars	38 Years of Experience - On-Call Construction Management and Inspection Services, City of Santa Ana - Construction Management and Inspection Services, City of Orange - Ian Calderon Skate Park, City of La Puente - Firestone/Paramount Intersection Improvements, City of Downey - Inspection Services, City of Paramount - On-Call Inspection Services, City of El Monte - Heritage Valley Parks Tract No. 5520 Improvements, City of Fillmore



	▪ Inspection Principles, Public Contact, Slurry Seal, and Traffic Signal Inspection and Design Seminars ▪ Registered Construction Inspector, Division IV, Public Works, California No. 4161 ▪ Registered Construction Inspector, Division I, Engineering, California No. 5161	▪ On-Call Construction Management & Observation, City of South Pasadena
Chien-Chang Chen, Ph.D., PE, GE Supervising Engineer Geotechnical Services Lead	▪ PhD, Geotechnical Engineering, Georgia Institute of Technology ▪ MS, Geotechnical Engineering, Georgia Institute of Technology ▪ BS, Civil Engineering, National Chiao Tung University, Taiwan ▪ Geotechnical Engineer, California, No. 3183 ▪ Professional Engineer in Civil Engineer, California No. C63238	▪ 24 Years of Experience ▪ City Trunk Line South – Unit 6 (CTLS-6), Studio City, California, Los Angeles Department of Water and Power (LADWP) ▪ Century Trunk Line – Unit 1 (CTL-1), Inglewood, California, Los Angeles Department of Water and Power (LADWP)
David Woolley, PLS Principal Project Manager Survey Lead	▪ Completed Survey & Mapping Coursework at Santiago Canyon College Courses: Ethics, Business & Professions Code, ALTA/NSPS Courses, Copyright Law and Land Surveying ▪ Professional Land Surveyor, California PLS 7304 ▪ Professional Land Surveyor, Nevada PLS 13299 ▪ Certified Fraud Examiner	▪ 32 Years of Experience ▪ Survey and Mapping Services, City of Inglewood ▪ Survey Services, City of Lakewood ▪ Plan Check Services, City of Rialto
John Hidalgo, RLA Principal Project Manager Landscape Architect	▪ BS, Landscape Architecture, California State Polytechnic University, Pomona ▪ European Study Tour, California Polytechnic State University, School of Architecture, Pomona	▪ 29 Years of Experience ▪ Urban Greening Bicycle Trail, City of Lynwood ▪ Long Valley Road/Valley Circle Boulevard/U.S. 101 On-Ramp Improvements. City of Hidden Hills ▪ Firestone Boulevard Capacity Enhancement, City of South Gate
Joseph E. Bellomo, PE, QSD/P Principal Project Manager Storm Water Quality Services Lead	▪ BS, Civil Engineering, California State University, Los Angeles ▪ Civil Engineer, California No. 75564 ▪ Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) No. 20016	▪ 23 Years of Experience ▪ NPDES/EWMP Consulting Services, City of San Fernando ▪ NPDES Consulting Services, City of La Cañada Flintridge ▪ NPDES/Water Quality Consultant Services, City of Hidden Hills ▪ NPDES Services, City of Bell
Lani Alfonso, PE	▪ BS, Civil Engineering, University of Southern California, Los Angeles, California	▪ 30 Years of Experience ▪ Miscellaneous Engineering Services, City of Pico Rivera



Principal Project Manager**Grant Funding Support
Services Lead**

- Professional Civil Engineer, California Registration No. 56397

- Street Improvement FY 19-20 Design, City of La Puente
- City Engineering Services, City of Westlake Village

Support Staff

Willdan's Key Personnel will be supported by exceptional talented and experienced team members.

Support Staff /Title/ Job Classification	Education Background / Credentials	Experience
Rafael Casillas, PE Project Manager IV Civil Engineering Services	- BS, Public Administration, University of La Verne - Civil Engineering (196 units), California State University, Los Angeles - Architecture Studies, Phoenix Institute of Technology - Civil Engineer, California No. 68234	34 Years of Experience - Walker Avenue at Florence Avenue Intersection Improvements and Widening, City of Bell - Arterial Street Resurfacing, City of Paramount - Garfield Avenue Regional Corridor Capacity Enhancement, City of Paramount - Neighborhood Street Improvements, City of La Puente
Fred Wickman, PE Principal Project Manager Civil Engineering Services	- BS, Civil Engineering, Michigan Technological University - California – 1991, C 47979 - Texas – 2017, #127997 - New Mexico – 2018, # 24637	30 Years of Experience - Lakewood Boulevard and Del Amo Boulevard Intersection Improvements, City of Lakewood - Lakewood Boulevard Regional Corridor Capacity Enhancement-Final Engineering Design Services, City of Lakewood - HSIP Cycle 8 Design, City of La Puente
Bernardo A. Reyes Senior Designer I Civil Engineering Services		10 Years of Experience - West Santa Ana Bicycle and Pedestrian Trail, Phase IV, City of Paramount - HSIP Cycle 8 Design, City of La Puente - Clarkson Improvements, City of Bell
Matthew Crim Associate Engineer I Civil Engineering Services		4 Years of Experience - Storm Drain Master Plan Update, City of La Habra - Pavement Rehabilitation at 14 Locations, City of San Bernardino - Paramount Boulevard Improvement Project, City of Paramount
Chris Stone Project Manager IV Civil Engineering Services	- Graduate Course, Mathematics, Oregon State University - Graduate Course, Engineering Mechanics, Montana State University - BS, Civil Engineering, Montana State University - Civil Engineer, Nevada No. 12379 - Civil Engineer, Arizona, No. 55200	29 Years of Experience - Plan Checking Services, Cities of Paramount, El Monte - Development Review Services, City of Cerritos - Mall Plan Check Services, City of Manhattan Beach - Improvement Plan Check Services, City of San Bernardino - On-Call Plan Checking Services, City of La Quinta



Ron Stein, PE Project Manager II Civil Engineering Services	- BS, Civil Engineering, Florida State University Tallahassee, FL - Civil Engineer, California No. 86877	9 Years of Experience - Improvement Plan Check Services, City of San Bernardino - On-Call Plan Checking Services, City of La Quinta - On-Call Civil Engineering, City of San Bernardino
Tamara Boeltl CAD Operator II Civil Engineering Services	- General Education, Moorehead State University, Minnesota - Blueprint Reading, Fullerton Community College, Fullerton - Building Construction, Pasadena Community College, Pasadena - Business English, Rio Hondo College, Whittier	33 Years of Experience - Street Improvements SB1, City of Bell - Street Improvements, City of Lakewood - Sewer Improvements on Beck/Orchard Ave, City of Bell - Florence Ave Corridor Improvements, City of Inglewood
Jeffrey Lau, PE, TE, ENV SP Deputy Director Traffic Engineering Services	- BS, Civil Engineering, California Polytechnic State University, Pomona - Civil Engineer, California No. 83887 - Traffic Engineer, California No. 2835 - Envision Sustainability Professional No. 45376	19 Years of Experience - On-Call Traffic Engineering, City of Pico Rivera - On-Call Traffic Engineering, City of Paramount - City Traffic Engineer/On-Call Traffic Engineering, City of Inglewood - Paramount Blvd Traffic Signal Upgrade, City of Downey
Nicolle Spann, PE, TE Senior Engineer Traffic Engineering Services	- BS, Civil Engineering, California State Polytechnic University, Pomona - Traffic Engineer, California No. 2933 - Civil Engineer, California No. 91787 - Civil Engineer, New Mexico No. 26862	7 Years of Experience - West Santa Ana Branch Bicycle Trail, City of Paramount - Garfield Ave Class II Bicycle Lanes, City of South Gate - Lakewood Blvd Regional Corridor Capacity Enhancement, City of Lakewood
Minh Phan, TE Project Manager IV Traffic Engineering Services	- BS, Civil Engineering, California State Polytechnic University, Pomona - Traffic Engineer, California No. 2219	23 Years of Experience - Traffic Engineer/Engineering services, City of Norwalk - Traffic Engineer/Engineering services, City of Palmdale - Traffic Engineer/Project Manager, City of Chino
Kevin Custado, EIT Associate Engineer I Traffic Engineering Services	- BS, Civil Engineering, California Polytechnic State University, Pomona - Engineer-in-Training, California No. 153964	8 Years of Experience - On-Call Traffic Engineering Services, City of La Puente - Firestone Boulevard Traffic Signals (HSIP), City of South Gate - Street Lighting Design Services Project, City of Santa Monica - Striping Improvements Phase II, Bear Valley Community Services District
Robert Burch Senior Design Manager Traffic Engineering Services	- AA, Liberal Arts, Mount San Antonio College, Walnut - Post Certified Radar Operator, California State University, Fullerton - Rio Hondo Community College, Whittier - Extension Courses, Traffic Signal Equipment and Operations, University of California, Berkeley - Extension Courses, Construction Inspection for Traffic Signals and Highway Lighting Systems, University of California, Berkeley	29 Years of Experience - Traffic Signal Installation, City of Paramount - Parking Lot Striping, City of Inglewood - Cameron/Barranca and Cameron/Citrus Traffic Signals, City of West Covina - Plan Checking Services, Cities of Paramount, El Monte - Mall Plan Check Services, City of Manhattan Beach



Joanne Itagaki Project Manager II Traffic Engineering Services	- BS, Civil Engineering, California Polytechnic State University, Pomona - Fundamentals of Traffic Engineering, Institute of Transportation Studies - Fundamentals of Traffic Signal Design Safety through Construction and Maintenance Zones, Institute of Transportation Studies - Transportation Demand Management Alternative Work Hours Seminar, OCTD - Transportation Demand Management Ridesharing Seminar - Doppler Traffic Radar Operator	37 Years of Experience - Parking Intrusion Study, City of Lakewood - Traffic Calming Program, City of Bellflower - Plan Checking Services, City of Paramount - Transportation Engineering Services, Cities of Downey, Bell Gardens, Paramount, Rosemead, Pico Rivera
Reginald Greene Design Manager Traffic Engineering Services	- BS, Civil Engineering, California Polytechnic State University, Pomona - Doppler Traffic Radar Operator	23 Years of Experience - Lakewood Blvd/Hardwick St Traffic Signal, City of Lakewood - Garfield Ave/70th St Traffic Signal Installation, City of Paramount - Bicycle Safety Improvements, City of El Monte - Plan Check Services, Cities of Paramount, El Monte
Michael Bustos, PE, ENV SP Deputy Director Construction Management/Inspection Services	- BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo - Caltrans Resident Engineer Academy - Civil Engineer, California No. 73173 - Envision Sustainability Professional, Institute for Sustainable Infrastructure	20 Years of Experience - Old River School Rd Pavement Rehabilitation, City of Downey - Street Resurfacing Project, City of Rolling Hills Estates - Firestone/Atlantic Design, City of South Gate
Michael Paieri Public Works Observer II Inspection Services		39 Years of Experience - Construction Management and Inspection Services, City of Newport Beach - Neighborhood Street Improvement, City of Paramount - Construction Management Services, City of Azusa
John Crowe Senior Public Works Observer II Inspection Services	- National Institute for Certification in Engineering Technologies (NICET) 97346 - Level I Certification in Transportation Engineering Technology/Highway Construction - Level II Certification in the field of Construction Materials Testing Asphalt, Concrete and Soil - American Concrete Institute (ACI) Level I Concrete Field Technician - Caltrans Certificate of Proficiency for Acceptance Testing for the following test methods: 125, 201, 202, 216, 227, 231, 375, 504, 518, 526, 533, 539, 540, 547 and D2922	23 Years of Experience - On-Call Inspection Services, Cities of Paramount, El Monte, San Bernardino, Garden Grove, Hawaiian Gardens, La Puente - Public Works Department Project Management, City of Irvine



	- Boart Longyear (CPN) Radiation Safety and Use of Nuclear Gauges - California B-1 General Contractor's License No. 560363	
Jason Brown, RCI Construction Manager Construction Management/Inspection Services	- Public Works Inspection, Fullerton Community College - Construction Inspector, California No. 5510	29 Years of Experience - Street Improvement SB1 Construction Management, City of Bell - Old River School Road Pavement Rehabilitation, City of Downey - On-Call Inspection, City of Long Beach
Barry Knutson Senior Public Works Observer II Inspection Services	- Construction Estimating, Electrical House Wiring, Heat Vent A/C Systems, Fullerton College, Fullerton - Graduate, Carpenter's Union Apprenticeship School Local 1815	37 Years of Experience - Street Improvements FY 19-20 Construction Management, City of La Puente - Ian Calderon Skate Park, City of La Puente - Bolivar Park, City of Lakewood
Chad Meelker Senior Public Works Observer I Inspection Services	Civil Engineering, California Polytechnic State University, Pomona	28 Years of Experience - Street Improvements FY 19-20 Construction Management, City of La Puente - Right of Way Improvements at Elliott Avenue and Amar Road, City of La Puente - Ian Calderon Skate Park, City of La Puente
Joseph Putrino Senior Public Works Observer V Construction Management/Inspection Services	- College of the Desert, Palm Desert - Uniform Building Code, Fire Code, and ADA Codes, Bergen Community College - Construction Management, Architectural Drafting, and Blueprint Reading Courses - Certified Building Inspector, International Code Council - Certified Plumbing Inspector, International Code Council - Certified Mechanical Inspector, International Code Council	40 Years of Experience - Caruthers Construction Management and Inspection Services, City of Bellflower - On-Call Construction Management and Inspection Services, City of Desert Hot Springs 2019 Curb and Gutter Project, City of Rialto
Danny Ayala Senior Public Works Observer I Inspection Services	- Contractor, California No. C10 - Certificate of Completion in Fiber Optic Theory, AQMD - Professional Development, Asphalt Institute	35 Years of Experience - On-Call Public Works Inspection, City of Long Beach - Reconstruction and Realignment Project, City of Inglewood - Street Light Conversion, City of South Gate
Simon Hernandez Senior Public Works Observer II Construction Management/Inspection Services	- Technology Course for Public Works, Saddleback Community College, Orange, California - E-Rail certified - Roadway Workers certified - CIC certified - Fall protection certified and trained	24 Years of Experience - Street Improvements FY 19-20 Construction Management, City of La Puente - Street Improvement SB1 Construction Management, City of Bell - Heritage Valley Parks Tract 5520 Offsite Improvements, City of Fillmore



	American Construction Inspectors Association: Rubberized Asphalt Plant Inspection	
Ross Khiabani, PE, GE Principal Engineer Geotechnical Services	- MS, Geotechnical Engineering, California State University, Long Beach - Geology, Pahlavi University, Iran - Professional Civil Engineer, California, No. 37156 - Professional Geotechnical Engineer, California, No. 2202 - Professional Civil Engineer, Nevada, No. 11256 - Professional Civil Engineer, Arizona, No. 27068	35 Years of Experience - Valley Boulevard Sewer Construction Management, City of La Puente - Alley Public Works Inspection, City of Inglewood - Caruthers CM and Inspection, City of Bellflower
Joe Ritchey Material Testing Operations Manager Geotechnical Services	- Coursework, Structural Masonry /Reinforced Concrete/Post Tension Concrete/Prestressed Concrete Inspections, Robert Schiltz School of Inspection - Hands-On Training; Epoxy Injection Inspection, Sika Seminar, Glendale School District	34 Years of Experience - Phil & Nell Soto Park Construction, City of Pomona - Intermodal Transit/Park & Ride Facility, City of Inglewood - Inglewood Senior Center, City of Inglewood
Ramon Calbay Soils Lab Manager Geotechnical Services	- B.S., Civil Engineering, Mapua Institute of Technology, Manila, Philippines - Geotechnical Lab Testing, Short Course, University of Missouri, Rolla, MO	42 Years of Experience - Phil & Nell Soto Park Construction, City of Pomona - Elizabeth Reservoir and Booster Pump Station and New Well No. 29, City of South Gate - Streets and Alleys Rehabilitation Project FY 2016-17, City of Inglewood
Amanda Perez Labor Compliance Specialist Labor Compliance	- AS, Human Resources Management, Mount San Antonio College - AS, Business Administration, Mount San Antonio College	12 Years of Experience - Street Resurfacing Project, City of Rolling Hills Estates - Dolphin Ave Improvements, City of Ridgecrest - Pavement Rehabilitation, City of Bell
Jane Freij Labor Compliance Manager Labor Compliance	BA, Linguistics, University of Kansas	16 Years of Experience - FHWA Labor Compliance, Cities of Baldwin Park, Coachella, Commerce, La Mirada, Maywood, Paramount, Pomona, Rosemead, South Gate, Westlake Village, - CDBG Labor Compliance, Cities of Bell Gardens, Burbank, Calimesa, Commerce, Hawaiian Gardens, Maywood, Paramount, Pico Rivera, South Gate
David Knell, PLS Principal Project Manager Survey	- BS, Cartography, Boston University, Boston - Civil Engineering and Land Surveying Classes, California State University, Long Beach - Land Surveyor, California No. 5301	44 Years of Experience - Lakewood Blvd Regional Corridor Capacity Enhancement, City of Lakewood - Firestone Blvd Capacity Enhancement, City of South Gate - On-Call Map Review, City of Hawaiian Gardens
David Krommenhoek, PLS Supervising Survey/Mapping Survey	- Civil & Map Drafting, Central New Mexico Community College (formerly Albuquerque Technical-Vocational Institute), Albuquerque, NM - Land Surveyor, California No. 9455	38 Years of Experience - Development Review Services, City of El Monte - Mall Plan Check Services, City of Manhattan Beach - Survey and Map Check Services, City of Inglewood



Susana Barrientos Senior Survey Analyst Survey	BS, Civil Engineering, California State Polytechnic University, Pomona	22 Years of Experience - Base Line Street Widening, City of Highland - On-Call Professional Services, Cities of El Monte, South Gate - South Highland Ave Widening, City of Fontana
Bryan Nguyen, RLA Senior Landscape Architect Landscape Architecture	- BS, Landscape Architecture, California State Polytechnic University, Pomona - Street Tree Seminars - Landscape Architect, California No. 4967 - Landscape Architect, Nevada No. 757	20 Years of Experience - West Santa Ana Bicycle and Pedestrian Trail, Phase IV, City of Paramount - La Puente Park Concept, City of La Puente - City Entry Signs, City of El Monte
Brian Moss, REHS Project Manager I Funding Administrator	- BS, Environmental Studies (Biological Sciences Minor), California State University, Hayward - Registered Environmental Health Specialist	31 Years of Experience - Direct oversight and review of \$170 million in annual department operating revenues and approximately \$75 million in annual general program revenues. - Oversight and management of over 45 discretionary federal and state programs concurrently through every phase of project delivery.
Mayra Martinez Environmental Analyst II Storm Water Services	- BS, Environmental science and Resource Management, California State University, Channel Islands - American Red Cross First Aid/CPR/AED	9 Years of Experience - Municipal NPDES Services, City of Cudahy - On-call City Engineering Services, City of La Puente - Municipal NPDES Services, City of Agoura Hills
Kelsey Reed, CESSWI, QSP Environmental Analyst III Storm Water Services	- Qualified Stormwater Practitioner, California Stormwater Quality Association No. 25680 - Certified Erosion, Sediment and Storm Water Inspector, EnviroCert International, Inc. No. 4574 - Rainwater/Stormwater Post-Construction BMP Inspection & Maintenance Certification - Certified Hazardous Waste Operations and Emergency Response (HAZWOPER)	9 Years of Experience - NPDES FY 22/23, City of Westlake Village - Municipal NPDES Services, City of Agoura Hills - NPDES FY 22/23, City of Hidden Hills - NPDES FY 22/23, City of La Cañada Flintridge - NPDES FY 22/23, City of San Fernando

Subconsultant(s)

Willdan's strength of staffing resources and available in-house disciplines enables us to provide all services and disciplines required for the City's Request for Proposal for On-Call Professional Project Management Services contract without the use of subconsultants. However, should the need arrive, Willdan maintains a database of subconsultant firms – including certified disadvantaged business enterprise firms. These firms provide a wide range of services from traffic counts to bridge engineering review. We have worked with these subconsultants in the past and will submit their qualifications to the City for approval to assist the City in meeting DBE goals for state- or federally funded projects. Willdan acknowledges and understands that changes to any team member or subconsultant must be approved in writing by the City.



Quality Control

Quality assurance and control procedures are critical to ensuring sound engineering practices and quality deliverables are produced for our clients. In accordance with Willdan's Quality Assurance/Control Manual, Mr. Adel Freij, PE will serve as the Quality Assurance Advisor. Project-specific quality assurance activities will be planned at the beginning of the project. Typical QA/QC activities include assigning the appropriate technical staff to the project, selecting the proper project technical approach, establishing a project schedule that meets internal Willdan and City deadlines, and determining the proper level of QA/QC review.

There are four review levels for project deliverables:

- Level 1 – Peer review only
- Level 2 – Peer review and editorial review (documents)
- Level 3 – Peer review, editorial review, and engineer review
- Level 4 – All elements of Level 3 plus additional reviews by specific technical experts

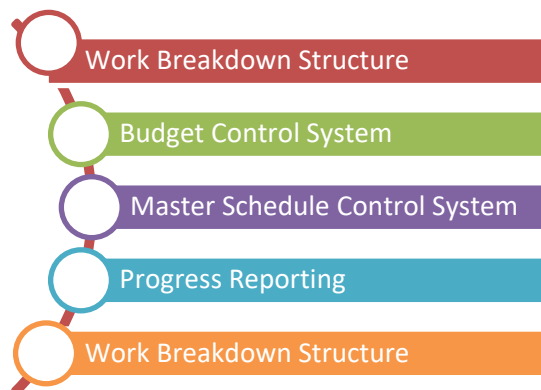
The two major components of the quality assurance review are technical and communication reviews. A Level 3 review will be performed on engineering design plans, specifications, and cost estimate to ensure the design is sound, constructible, and appropriate for the intended use and to confirm deliverables meet the scope of work requirements. This process involves reviews by independent designers and the Project Manager prior to submittal for formal review under the agreed-upon project-specific quality assurance plan. Project documents, including letters and correspondence, are subject to a Level 2.

Project Controls

Willdan's project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system. The project control system provides an objective measure of performance integrating the following functions:

The work breakdown structure subdivides the work into manageable segments and is the basis for our project managers' project control plan. The work breakdown structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and engineering disciplines, weekly reports, and project resources schedule.

To monitor labor costs, each person performing work on a project completes a weekly timecard that identifies the project, segment of work, and engineering discipline by code. Man-hour summary reports are developed weekly from the timecards and are issued to our project manager for review. Each project manager then updates the schedule. This simple system provides accountability for Willdan's payroll, billings, and progress reporting and serves as the basis for all cost-related project management data.



Cost Controls

The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work.



Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed along with any other direct charges to the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.

Schedule Controls

A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule.

If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis.

Cost Proposal

As requested, we are providing the following hourly rates. A more detailed hourly rate schedule is also attached in the appendix. These rates are reduced from our standard fee schedule based on the longstanding working relationship we have with the City of Los Alamitos.

Job Description	Hourly Rate
City Engineer	\$160
Geotechnical Manager	\$185
Landscape Architect	\$175
Labor Compliance Manager	\$165
Traffic Engineer	\$160
Project Manager	\$158
Public Works Superintendent	\$150

No subconsultants are expected to be necessary at this time. Should one be needed at a later date, their respective rates will be provided at that time.

References

Over the past 58 years, Willdan has provided municipal services to more than 400 municipalities, for projects involving a broad array of disciplines. The following briefly summarizes some of the firm's relevant on-call services experience performed for various clients. Client references have been provided for a representative sampling of Willdan's contracts. We encourage the City to contact the listed agencies to verify Willdan's commitment to excellence, project schedules, and project budgets.



Client:	City of Rolling Hills Estates
Address:	4045 Palos Verdes Drive North, Rolling Hills Estates, CA 90274
Contact:	David Wahba, Director of Public Works (310) 377-1577 x 103, DavidW@RollingHillsEstates.gov
Services:	City Engineer, Project Management, Civil Engineering, Traffic Engineering, Landscape Architecture, Construction Management and Inspection, Material Testing, Engineering Plan Check, Pavement Engineering, Encroachment Permits, Building and Safety.
Client:	County of Orange
Address:	601 North Ross Street, Santa Ana, CA 92701
Contact:	Bea Jimenez, Division Manager – Land Development (714) 667-8852, beabea.jimenez@ocpw.ocgov.com
Services:	Engineering Plan Check Services
Client:	City of La Canada Flintridge
Address:	One Civic Center Drive, La Canada Flintridge, CA 91011
Contact:	Maged El-Rabaa, P.E., City Engineer (818) 790-8882 x 205, cityengineer@lcf.ca.gov
Services:	Traffic Engineering, Engineering Plan Check, Civil Engineering, Construction Management and Inspection, Labor Compliance.
Client:	City of Paramount
Address:	16400 Colorado Avenue, Paramount, CA 90723
Contact:	Adriana Figueroa, Director of Public Works (562) 220-2100, AFigueroa@paramountcity.com
Services:	City Engineering, Project Management, Civil Engineering, Traffic Engineering, Water Engineering, Public Works Permits/Inspection, Development Review, CIP and Facilities Design/Inspection, CDBG Administration, Grant Writing and Funding Administration, NPDES, Geotechnical Engineering, Survey, Landscape Architecture, Construction Management, Right-of-Way Engineering, Map Plan Check.
Client:	City of La Puente
Address:	15900 East Main Street, La Puente, CA 91744
Contact:	Mr. John Di Mario, Development Services Director (626) 855-1517 jdimario@lapuente.org
Services:	City Engineering, Civil Engineering, Traffic Engineering, Grants and Funding Administration, Development Review, Geotechnical Engineering, Survey, Landscape Architecture, Labor Compliance, Construction Management, Planning, Building and Safety.



Resumes of Proposed Personnel

Adel Freij, PE

Project Role: Principal-in-Charge

Job Classification: Director



Profile Summary

Education:	- BS, Civil Engineering, University of Missouri, Kansas City - Resident Engineer Academy
Credentials:	Civil Engineer, California No. 55564
Experience:	35 Years

Adel M. Freij is the Director of City Engineering at Willdan, overseeing staff augmentation to provide city, county, and regional engineering services. He is an accomplished manager in assisting clients to serve their constituents, with temporary, as-needed assistance or long-term assignments. Mr. Freij provides innovative solutions in engineering and construction management services for large-scale multi-discipline public works projects, working diligently to meet clients' budgets and schedules. His areas of expertise include Capital Improvement Program (CIP) implementation, annual budget preparation, funding and grant administration, Stormwater and National Pollutant Discharge Elimination System (NPDES) guidelines, and Americans with Disabilities Act (ADA) requirements. Mr. Freij is a proficient negotiator and collaborator with well-developed decision-making and organization skills.

Relevant Project Experience

As-Needed Engineering Services, Various Cities, California. Mr. Freij served as Willdan's primary point of contact and managed As-Needed and On-Call Engineering Services for the cities of La Puente, Bell, Azusa, San Fernando, South Gate, Inglewood, Hawaiian Gardens, Rosemead, Maywood, Placentia, Lynwood, and Grand Terrace.

Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood, California. Project Manager. Willdan provided design engineering services to prepare plans, specifications, and estimates (PS&E) for complete green street improvements on Lakewood Boulevard between the north city limit and Del Amo Boulevard. Improvements involved street widening and median improvements; Class II bike lanes in both directions; turn lanes; landscape planting and irrigation; overhead distribution and transmission power undergrounding; sidewalk curb and gutter and driveway approach reconstruction; street resurfacing; catch basin construction; storm water quality improvements to comply with Green Streets policy; bike lockers bus shelter and traffic signal modifications. Willdan services included civil, traffic, pavement, drainage, geotechnical engineering, landscape architecture, survey and right of way engineering, utility coordination and relocation, preparation of an initial study checklist and a mitigated negative declaration pursuant to the California Environmental Quality Act.

Garfield Avenue Improvements, City of Paramount, California. Project Manager. Willdan provided design engineering services to prepare plans, specifications, and estimates (PS&E) for street improvements through the Garfield Avenue corridor between the north and south city limits. The design involved street widening to accommodate a third lane in each direction; street resurfacing; concrete sidewalk curb and gutter and driveway approach reconstruction; catch basin construction; streetscape improvements for raised landscaped medians and modifications to existing medians; two entry monument signs; and traffic signal modifications at nine locations along the Garfield Avenue corridor. Willdan services included civil, traffic, and drainage engineering design; survey and mapping; utility relocation; landscape architecture; and pavement management. Willdan prepared an initial study checklist and mitigated negative declaration pursuant to CEQA requirements.

Street and Sewer Improvements on Florence Avenue, City of Bell, California. Project Manager. Willdan provided engineering design (PS&E), project management, contract administration, construction observation, engineering support, utility coordination, material testing, and labor compliance services for the Street and Sewer Improvements on Florence Avenue Project. The project included cold milling existing AC pavement, ARHM overlay, remove and replace sidewalks, curb, curb and gutter, curb ramps, AC pavement, PCC cross gutter spandrel, trenching, installing VCP sewer, connecting sewer laterals, constructing sewer manholes, adjusting manhole frames to grade, and signing and striping.

Christopher Kelley, PE, QSD/P

Project Role: City Engineer

Job Classification: Project Manager II



Profile Summary

Education:	▪ BS, Civil Engineering, California Polytechnic State University, Pomona
Credentials:	▪ Civil Engineer, California No. 83179 ▪ Qualified SWPPP Developer and Practitioner, No. 25874
Experience:	17 Years

Mr. Christopher Kelley has more than 17 years of experience in civil engineering. He has provided city engineer, project management, CIP management and implementation, contract administration, supervision of public works inspectors and City staff, coordination of various agencies and consultants, plan check, and general engineering services to such Cities as Los Alamitos, Hawaiian Gardens, Cerritos, and El Monte on an as-needed basis. He has assisted the Cities on various projects, including implementing and administering the design and construction of various capital improvement projects, water quality representation; and permitting.

Project Management experience includes:

- Street Reconstruction
- Street Widening
- Medians
- Storm Drains
- Overlay and Slurry Seal
- Sewers
- Pump Station
- Concrete Repairs
- Landscape Improvements
- Park Improvements
- Best Management Practices (BMP) Design
- Public Facility Improvements

Relevant Project Experience

City of Los Alamitos, California. Mr. Kelley currently serves as the interim City Engineer and provides the following services: general engineering oversight for CIP implementation, site plan and development reviews, ADA compliance, prepare City Council reports for funding of project and attend meetings, prepare Traffic Commission reports for various citywide traffic related items and attend meetings, coordinate preparation of plans and specifications, award of construction and consulting contracts, project construction, change orders, project funding of Measure M, SB-1, Gas Tax, CDBG, etc., coordination with OCTA, Caltrans, OC Sanitation District, address residents' complaints, traffic and curb marking requests, issue Public Works permits, perform inspections, etc. Worked on the following CIP projects: Los Alamitos FY 19/20 Street Improvement Project, \$700,000. Work included grind and overlay streets, sidewalk, curb and gutter repairs, wheelchair ramp construction, striping, etc. Los Alamitos FY 20/21 Street Improvement Project, \$1,700,000. Work included grind and overlay streets, sidewalk, curb and gutter repairs, wheelchair ramp construction, striping, etc. Other CIP work includes misc. concrete repairs and street repairs, \$200,000. Manage various City owned facilities repair projects such as the City Hall generator, community center roof, and the City's pump station facility.

City of Rolling Hills Estates, California. Mr. Kelley acts as the Special City Engineer for the City of Rolling Hills Estates for various assignments. He manages the encroachment permits and inspections. Willdan Engineering provides design, construction management, and traffic engineering services to the City.

City of Manhattan Beach, California. Mr. Kelley served the City as a Project Manager for a high profile mall renovation project and coordinated all disciplines such as civil, building and safety, planning, geotechnical, inspection and met weekly with development team representatives for project status and assignments.

Plan Checking Services

Mr. Kelley has extensive development review experience in grading, drainage and water quality and service has included the following agencies:

Azusa, Los Alamitos, Irvine Campus Housing Authority, Fontana, County of Orange, San Bernardino, Goleta, San Bernardino, Compton, Lake Elsinore, Cerritos, Brea, El Monte, Hawaiian Gardens, Rolling Hills Estates, Rolling Hills, Manhattan Beach, South Gate, La Puente, Bell, and Camarillo.

Reviews consist of grading and drainage plans, Low Impact Development (LID) Reports, WQMPs, SWPPPS, Hydrology & Hydraulic Reports, reference to conditions of approval, local ordinances, local and state standards, and coordination with City staff, development engineers, as well as crossover disciplines such as building and safety and geotechnical engineers.

Farhad Iranitalab, PE, TE

Project Role: Traffic Engineer

Job Classification: Principal Project Manager



Profile Summary

Education:	▪ BS, Civil Engineering, Oregon State University
Credentials:	▪ Civil Engineer, California No. 33142 ▪ Traffic Engineer, California No. 1695
Experience:	39 Years

Mr. Farhad Iranitalab possesses expertise in managing and directing projects involving geometric design; traffic signal design and operation; traffic impact and traffic flow/capacity analyses; signing and striping design; and street light design. His experience encompasses projects from initial planning through construction. He has served as City Traffic Engineer for the Cities of Fairfield, San Jose, and Hayward; and has served or currently serves as contract City Traffic Engineer for the Cities of Brea, Pico Rivera, Los Alamitos, Norwalk, La Cañada Flintridge, and Elk Grove. His ability to assemble – and work closely with – the right project team empowers him to cost effectively manage complex projects.

Relevant Project Experience

Contract City Engineer and Traffic Engineer, City of Los Alamitos, California. Contract City Traffic Engineer responsible for providing contract extension of staff services in support of the City's traffic engineering needs. Day-to-day tasks encompass all general traffic engineering concerns, such as reviewing traffic impact studies and traffic signal and striping plans, performing stop sign and safety analyses, evaluating traffic signal timing and operation, preparing and presenting Commission and Council reports, collaborating with neighborhood groups to develop traffic calming plans/programs, conducting field investigations, and investigating citizens' requests.

Katella Avenue Traffic Signal Synchronization, City of Los Alamitos, California. Project Manager responsible for overall project management and oversight of services required to coordinate the Measure M improvements. The project entailed 73 traffic signal modifications and traffic infrastructure updates along Katella Avenue from Inter-state 605 in Los Alamitos to Jamboree Road in the City of Orange. Willdan served as the Los Alamitos liaison with other agencies to move the project forward. Willdan secured funding for the City to replace the twisted copper communication cable with fiber optics, fund a traffic management center for the City of Los Alamitos, and upgrade traffic controller for future expansions.

City Traffic Engineering Services, City of La Cañada Flintridge, California. Contract City Traffic Engineer responsible for providing contract extension of staff services in support of the City's traffic engineering needs. Day-to-day tasks encompass all general traffic engineering concerns, such as reviewing traffic impact studies and traffic control plans, collaborating with developers and their design teams, reviewing encroachment, approving transportation permits, preparing and reviewing traffic signal and striping plans, performing stop sign and safety analyses, preparing and presenting Commission and Council reports, collaborating with neighborhood groups to develop traffic calming plans/programs, conducting field investigations, and investigating citizen requests.

City Traffic Engineering Services, City of Pico Rivera, California. Contract City Traffic Engineer responsible for providing contract extension of staff services in support of the City's traffic engineering needs. Day-to-day tasks encompass all general traffic engineering concerns, such as reviewing traffic impact studies and traffic signal and striping plans, reviewing traffic control plans, performing stop sign warrants and safety analyses, preparing traffic calming studies, evaluating traffic signal timing and operations, preparing and presenting Commission and Council reports, conducting field investigations, and investigating citizens' requests.

Traffic Engineering Services, City of Brea, California. Contract City Traffic Engineer responsible for providing contract extension of staff services in support of the City's traffic engineering needs. Day-to-day tasks encompass general traffic engineering concerns, such as checking plans and project details regarding onsite circulation and design, project access, parking, and off-site impacts; determining if traffic impact studies are required and providing required study elements to the City/developer; reviewing and commenting on traffic studies; meeting with developers and developers' civil and traffic engineer; approving final traffic studies; analyzing collision reports and recommending safety measures, and preparing conditions of development.

El Roblar Drive Traffic Management Study, County of Ventura, California. Project Manager responsible for overall project management and oversight of all services required to prepare the traffic management study along El Roblar Drive. Willdan evaluated and developed short-term and medium-term alternatives to improve the safety and traffic flow between Rice Road and Lomita Avenue and the surrounding neighborhood streets. The goal of the traffic management plan was to improve safety and reduce traffic impacts along this urban residential collector road and determine if there was any cut-through traffic or parking encroachment onto surrounding residential streets. The study also evaluated and addressed the safety for pedestrians and bicyclists by improving the signing and pavement markings.

Tyrone Peter, PE

Project Role: Civil Engineering

Job Classification: Director



Profile Summary

Education:	- BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering - Civil Engineering, Murugappa Polytechnic
Credentials:	Civil Engineer, California, No. 81888
Experience:	15 Years

Mr. Tyrone Peter is an accomplished civil engineer for multi-discipline and multi-agency infrastructure projects and is known for providing innovative, quality engineering services to ensure project delivery within budget and schedule. His 15 years of experience managing and designing all types of public works projects provide a solid foundation to understand what is needed to deliver a successful project and make him the perfect fit for overseeing the entire project as well as specific civil engineering tasks. Mr. Peter's comprehensive experience includes design of state highway, new street, street widening, street realignment, pavement rehabilitation, light rail and railroad, grade separation, flood control facility, water, and sewer projects. He has supervised feasibility study, project study report, project report, construction document preparation as well as grade certification issuance, construction administration, and construction inspection. He is proficient at managing large project teams with subconsultants and multiple technical disciplines.

Relevant Project Experience

Priority 1 Street Improvements – Phases 1, 2, and 3, City of Lynwood, CA. Project Manager responsible for overall project management and oversight required for the street improvement program. The project includes multiple phases for resurfacing selected local streets throughout the City. Various pavement strategies such as slurry seal, grind and overlay, and total reconstruction were incorporated into the street rehabilitations. Existing water and sanitary sewer mains and services were upsized. Willdan provided engineering design, utility coordination, advertising and bid support, and design support during construction.

Citywide Pavement Rehabilitation, City of Pico Rivera, CA. Project Manager. Willdan is providing engineering design services, including preliminary engineering, surveying, and preparation of plans, specifications and estimates for assessment of the existing pavement conditions of identified streets, and provide recommendations for the Citywide Street Rehabilitation Project –Overlay and Reconstruction. Improvements for the project include pavement rehabilitation on various roadway segments; parkway improvements, such as reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, and drive approaches. The driveways within the project will be repaired where drainage and ADA issues exist. Curb ramps are to be installed or reconstructed to ensure compliance with ADA requirements, as well as design survey and utility adjustments, pavement assessments, signing and striping, and replacement of traffic loops.

US 101/Lindero Canyon Road Interchange and Roadway Widening, City of Westlake Village, CA. Project Manager. Project Manager responsible for overall project management and oversight required to widen the roadway and bridge between Via Colinas and Agoura Road from two lanes to three lanes in each direction. Portions of curb and gutter and raised median along Lindero Canyon Road were removed and reconstructed to accommodate the widening. The north- and south bound on- and off-ramps were modified to incorporate the widened roadway section.

Annual Pavement Preservation Project, City of Yorba Linda, CA. Project Manager. Willdan provided engineering design services to prepare plans, specifications, and estimates for assessment of the existing pavement conditions of identified streets and provide recommendations for the City's Annual Pavement Preservation Program, Zone 1, for Year 2017/2018. The project limits for Zone 1 is located west of Valley View Avenue and north of Yorba Linda Boulevard. This zone encompasses approximately 68 lane-miles of pavement that includes arterial, collector, and local streets. The scope of the project is preventive maintenance and increase the average life of the streets by five to seven years. Cost-saving current strategies such as recycled asphalt pavement slurry, CAPE seal, applying reinforcing layers to wheel paths, using interlayers for crack mitigation, or adding high-tensile fibers to the asphalt mixture was considered to identify the most cost-effective maintenance or repair strategy for each street.

Lakewood Boulevard/Del Amo Boulevard Hot Spot Box Culvert Extension and Street Widening, City of Lakewood, CA. Project Manager. Project Manager responsible for overall project management and oversight of all services required for the culvert extension and intersection improvements. The improvements encompassed widening the west side of Lakewood Boulevard south of Del Amo Boulevard – requiring an extension of the existing 12-foot by 9-foot triple box culvert 35 feet on either side, a realignment of the channel 100 feet on the upstream side, and a modification of the existing storm drain connections. Willdan prepared CEQA documentation, obtained a County of Los Angeles construction permit and license agreement, and prepared a LID report as required

Christopher D. Baca, RCI

Project Role: Construction Management/Inspection

Job Classification: Director



Profile Summary

Education:	▪ BS, Public Administration, California State University, Fullerton
Credentials:	▪ Registered Construction Inspector, Division IV, Public Works, California No. 4161 ▪ Registered Construction Inspector, Division I, Engineering, California No. 5161
Experience:	38 Years

Mr. Christopher D. Baca is responsible for directing and monitoring public works inspection services, and overseeing construction inspection personnel. His experience includes construction management of capital improvement projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. Mr. Baca is familiar with the inspection and contract administration of other federally funded projects in accordance with Caltrans Local Assistance Procedures Manual.

Prior to joining Willdan, Mr. Baca worked for a soils engineering firm conducting field inspections and performing laboratory testing.

Relevant Project Experience

Street Improvements FY 19-20 Construction Management, City of La Puente, California. Provide construction observation, project management, material testing and labor compliance services for the street improvements on Various Streets Project FY 2019-20.

New Potable Water, Patton Road, City of Downey, California. The project involves the installation of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks and appurtenant fittings; installation of new fire hydrant assemblies, water service lines, meters, and boxes; and other appurtenant work.

Right of Way Improvements at Elliott Avenue and Amar Road, City of La Puente, California. Provide construction observation, project management, and labor compliance services for the right-of-way improvements at Elliott Avenue and Amar Road Project.

Lakewood and Del Amo Intersections Improvements, City of Lakewood, California. Provide project management, contract administration, construction observation, engineering support, utility coordination, labor compliance, material testing, and Metro invoicing & reporting services for the Del Amo and Lakewood Intersection Improvements Project.

Ian Calderon Skate Park, City of La Puente, California. Provide construction observation, project management, material testing and labor compliance services for Ian C. Calderon Skatepark and Basketball Court Construction Project.

Sewer and Park Improvements at La Puente Park, City of La Puente, California. Provide construction observation, project management, material testing and labor compliance services for the sewer and park improvements at La Puente Community Park Project.

Westside Water and Sewer Main Replacement Program Phase 1 City of South Gate California. Project Manager. Willdan provided construction management and public works observation services for the City's water and sewer main replacement project. The project included replacement of 1,000 LF of 12" DIP, 17,600 LF of 8" DIP, and 950 LF of 6" DIP water mains and 450 LF of 12" VCP and 1,700 LF of 10" VCP sewer mains. Existing water mains were abandoned in place while the existing sewer mains were removed from the trench and new mains installed in the same alignment. Total construction cost is approximately 4.5 million.

Firestone at Paramount Intersection Improvements, City of Downey, California. Willdan provided construction management and inspection services for this 1.6 million construction project. The project included street widening at the intersection of Firestone Blvd and Paramount Blvd, the 2nd highest volume intersection within the City of Downey. The general nature of the work included raised medians, new curb, gutter, and sidewalk, driveway approaches, traffic signal replacement, landscaping and irrigation, ARHM paving, utility adjustments, and striping.

Jeffrey Lau, PE, TE, ENV SP

Project Role: Traffic Engineering

Job Classification: Deputy Director



Profile Summary

Education:	▪ <i>BS, Civil Engineering, California Polytechnic State University Pomona</i>
Credentials:	▪ <i>Civil Engineer, California No. 83887</i> ▪ <i>Traffic Engineer, California No. 2835</i> ▪ <i>Envision Sustainability Professional No. 45376</i>
Experience:	<i>18 Years</i>

Mr. Jeffrey Lau offers 18 years of traffic design and transportation planning experience. Mr. Lau provides transportation design for Willdan's traffic engineering group and manages design projects for a variety of cities and counties throughout California. He is responsible for analysis, coordination, and design of various projects, including preparation of plans, specifications and estimate (PS&E) for traffic design projects such as traffic signals, signing and striping, street lighting, and construction traffic control. He has also assisted with traffic impact studies and analyses, plan reviews, and engineering and traffic survey updates. Mr. Lau is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects and has supervised completion of a variety of large- to small-scale projects. Mr. Lau has personally designed over 200 new and modified traffic signal installations for cities and other agencies throughout California. He understands the importance of meeting schedules and developing the most cost-efficient project to meet budgetary constraints.

Relevant Project Experience

On-Call Traffic Engineering Services, City of Paramount, California. Project Manager. Responsible for providing professional traffic engineering services to the City of Paramount on a routine basis. Duties included field reconnaissance and data collection; resident request investigations and work order preparation; traffic signal, signal interconnect, signing and striping, and traffic control plan reviews; funding documents preparation to request reimbursement of federally-funded projects; and traffic and civil improvement conceptual design plans and council exhibit preparation.

On-Call Traffic Engineering Services, City of Pico Rivera, CA. Project Manager. Willdan is serving as City Traffic Engineer for the City of Pico Rivera and provides on-call traffic engineering services. Typical duties include design oversight, response to residents' and businesses' requests, review of traffic and parking impact studies, review of development projects, development of "conditions of approval", review of traffic signal and traffic control plans, preparation of work orders, operational analysis, development of City's Neighborhood Traffic Calming program, attendance at City Council and Planning Commission meetings as requested.

City Traffic Engineer/On-Call Traffic Engineering, City of Inglewood, California. Task Manager/Project Traffic Engineer responsible for traffic studies and design services through our staff augmentation City Traffic Engineer contract. Willdan staff review and make recommendations on residents' requests for stop signs, crosswalks, permit parking, and speed humps; review plans, specifications, and estimates for various projects; prepare staff reports; attend Parking and Traffic Commission meetings; prepare traffic signal and signing and striping plans, specifications, and estimates; prepare timing charts for citywide signal coordination timing and individual traffic signals; prepare studies for CMP, warrant analyses, traffic-calming measures, and other areas of concern.

On-Call Traffic Engineering Services FY 2016-2017, City of Rancho Palos Verdes, CA. Plan Check Engineer. Willdan provides city traffic engineering services to the City of Rancho Palos Verdes. Duties include preparing traffic studies and reports, investigating citizens' requests, reviewing traffic impacts of developments, plan check traffic control for permit process, preparing staff reports and attending Traffic Commission meetings and working with Public Works staff in implementing traffic-related projects. Willdan prepared a variety of traffic studies for the City, such as stop signs, traffic signals, school circulation, school pedestrian safety, crosswalks/enhanced crosswalks, Engineering & Traffic Surveys to set speed limits, permit parking, sight distance, and safety improvements at intersections and on roadway segments.

Chien-Chang Chen, Ph.D., PE, GE

Project Role: Geotechnical Services

Job Classification: Supervising Engineer



Profile Summary

Education:	- PhD, Geotechnical Engineering, Georgia Institute of Technology - MS, Geotechnical Engineering, Georgia Institute of Technology - BS, Civil Engineering, National Chiao Tung University, Taiwan
Credentials:	- Geotechnical Engineer, California, No. 3183 - Professional Engineer in Civil Engineer, California No. C63238
Experience:	24 Years

Mr. Chien-Chang Chen has over 24 years of experience in geotechnical and earthquake engineering. He specializes in developing foundation recommendations for the design and construction of pipelines, transportation, power supplies, residential development, schools, and commercial structures including the mitigation of soft ground and liquefaction by ground improvement. Chien-Chang offers leadership in the provision of geotechnical interpretation, analysis, the development of geotechnical solutions and design production including project management and business development. Chien-Chang has worked on a wide variety of engineering projects in USA, New Zealand and Taiwan.

Relevant Project Experience

City Trunk Line South – Unit 6 (CTLS-6), Studio City, California, Los Angeles Department of Water and Power (LADWP). Project Engineer. Performed geotechnical field investigation and prepared geotechnical baseline reports for the CTLS-6 project. The project involved relining the existing 51-inch inner diameter, riveted steel pipe with a carbon fiber-reinforced polymer (CFRP) lining, removal of the flow meter, and relocation of the flow control station using cut-and-cover method. Our field investigation task involved drilling and sampling of 5 borings to 50 feet bgs along the pipeline alignment, laboratory testing on soil samples, preparation of geotechnical baseline reports, review of design drawings and specifications, and scheduling.

Century Trunk Line – Unit 1 (CTL-1), Inglewood, California, Los Angeles Department of Water and Power (LADWP). Project Engineer. Performed technical review of shoring system designed by the Contractor and construction inspection for the CTL-1 project. The project involved installation of approximately 9,700 lineal feet of 48-inch diameter, earthquake resistant ductile-iron pipe using both cut-and-cover and tunneling methods.

Paseo Del Mar (White Point) Permanent Restoration Project, Los Angeles Geotechnical Engineering Division (LAGED). Lead Geotechnical Engineer. Led and performed a geotechnical detailed design for a single span bridge (380 feet long) and associated site civil work for the Paseo Del Mar (White Point) Permanent Restoration Project in San Pedro, California, following the 2011 White Point landslide. Detailed design involved in interpretation of design parameters for soils and rock, seismic assessment to determine design peak ground acceleration and liquefaction potential, foundation design and ground improvement for the proposed bridge, mitigation of the existing slopes by deep soil mixing and ground anchors and the reinforced soil slopes located in approach fill.

State Route 91 Widening Project, Caltrans, Yorba Linda, California. Project Engineer. The project was proposed to add one additional lane on westbound Route 91 between Orange/Riverside County line and Coal Canyon Rd. The total distance of the proposed project was about 2 miles including the construction of new roadway embankment and retaining wall up to 4 meters in height and existing bridge widening. He supervised the field investigation and performed engineering analysis including seismic analysis, liquefaction potential, retaining wall/roadway embankment analysis and design, bearing capacity and settlement analysis for shallow foundations and pile design for bridge widening.

Pacific Coastal Highway Roadway Distress Investigation, Caltrans, Crystal Cove, California. Project Engineer. Pavement cracking/vertical offset and fill embankment settlement was observed in an enclosing area of 70 m long and 12 m wide. The width of cracking was on the order of inches. Chien-Chang planned and supervised forensic investigation including boring holes, CPT soundings, and installation of slope inclinometers, settlement marks and observation wells. He also performed engineering analysis including slope stability analysis to evaluate the potential for embankment slope failure. Remedial recommendations were provided to prevent further distress and ensure roadway embankment safety.

David Wooley, PLS

Project Role: Survey

Job Classification: Principal Project Manager



Profile Summary

Education:	▪ Survey and Mapping Courses – Ethics, Business & Professions Code, ALTA/NSPS, Copyright Law, and ▪ Land Surveying Courses, Santiago Canyon College
Credentials:	▪ Land Surveyor, California No. 7304
Experience:	32 Years

Mr. David Woolley possesses a full complement of land surveying expertise. His background and knowledge encompasses standard of care, construction surveying, boundary line determinations and analyses, boundary disputes, deed interpretations, boundary reconstructions, easement analyses and construction, map preparation, construction, and constructability. Mr. Woolley offers a strong history interpreting the Professional Land Surveyor's Act and California Subdivision Map Act and ensuring prepared and reviewed documentation conforms to all codes and regulations under those acts – along with any local or regional requirements.

Mr. Woolley was the former supervisor of the Compliance Checking Section of the Orange County Surveyor's office. He was responsible for compliance with state laws, local ordinances and boundary determination. In addition to preparing records-of-survey, he reviewed over 1,000 tract maps, 500 parcel maps, and 300 records-of-survey prepared by private land surveyors. Mr. Woolley served as the Interim City Surveyor for the City of Long Beach. There, he was responsible for all land surveying functions required of the department. to prepare or review right of way documents such as vacations, dedications, and acquisitions.

Relevant Project Experience

On-Call Services for City Surveyor, Traffic Engineering, Environmental Review, and Labor Compliance, City of El Monte, California. Contract City Surveyor and Survey/Mapping Reviewer responsible for performing reviews for improvements throughout the city. Willdan provides engineering on-call plan check services for off-site improvement of various developments throughout the city. Plan checks encompass first, second, and third reviews as necessary for street, traffic, sewer, storm drain, geotechnical reports, SWPPPs, and map checks.

Survey and Mapping Services, City of Inglewood, California. Survey/Mapping Reviewer responsible for performing reviews for public improvements throughout the city. Through the on-call services contract, Willdan provides technical reviews of parcel maps, tract maps, lot line adjustment, certificates of compliance, and lot mergers.

On-Call Survey Services, City of Lakewood, California. Survey/Mapping Reviewer responsible for performing reviews for public improvements throughout the city. Willdan provides technical checking services for lot line adjustments and easement dedications and has performed topographic surveys, prepared base maps for use in designs, and performed right-of-way engineering for citywide improvement projects.

Contract City Surveyor and On-Call Improvement Plan Check, City of Rialto, California. Contract City Surveyor and Survey/Mapping Reviewer responsible for performing reviews for improvements throughout the city. Willdan provides plan checking services for all improvement plans, including residential subdivisions; private developments; and street, traffic, and grading improvements; all map reviews; and all technical design reports associated with the improvement plans, including hydrology, utilities, SWPPP, WQMP, and sediment control plans.

On-Call Land Development Review, City of Santa Paula, California. Survey/Mapping Reviewer responsible for performing third-party review for development throughout the city. Willdan provides reviews for land development projects encompassing civil infrastructure, grading, soils, traffic, floodplain management, environmental studies, and permit application requests. Maps are reviewed for conformance with the California Subdivision Map Act.

John Hidalgo, RLA

Project Role: Landscape Architecture

Job Classification: Principal Project Manager



Profile Summary

Education:	- BS, Landscape Architecture, California State Polytechnic University, Pomona - European Study Tour, California Polytechnic State University, School of Architecture, Pomona
Credentials:	- Landscape Architect, California No. 3551 - Licensed Contractor, California C-27 No. 713613
Experience:	29 Years

Mr. John Hidalgo possesses landscape architecture experience that encompasses a variety of landscape and irrigation projects. He has in-depth expertise in design development, preparation of plans and specifications, plan reviews, and construction observation. Mr. Hidalgo is familiar with various local, state, and federal codes, regulations, procedures, and standards relating to construction, safety, park and facility planning, and other landscape and irrigation amenities. He has successfully completed projects in compliance with these various standards. Mr. Hidalgo has experience representing project owners during the plan review process. He possesses comprehensive experience in both field observation and construction. Mr. Hidalgo responsibilities include managing park and street beautification design, low-impact developments, plan reviews, and construction observation.

Relevant Project Experience

Urban Greening Bicycle Trail, City of Lynwood, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required to develop a sustainable, integrated, and efficient design for a bicycle trail within the community consistent with the City's year-round recreational programs. The \$2.85 million, 1.2-mile project improvements are being designed to meet the City's general plan objectives and incorporate landscaping and decorative/commemorative points-of-interest along the trail. The ultimate bicycle path will provide safe connectivity between parks, bus and light rail transit stops, city hall, and other City attractions and shopping areas. Willdan is providing full engineering design services encompassing field survey, right-of-way engineering, geotechnical engineering and inspection, landscape architecture, environmental documentation, preliminary and final design, drainage and water quality, utility coordination, traffic design, and safety and visibility lighting design.

Long Valley Road/Valley Circle Boulevard/U.S. 101 On-Ramp Improvements, City of Hidden Hills, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required to improve traffic congestion and pedestrian access at the Long Valley Road on-ramp intersection. The improvements encompass sidewalks, right turn-out lane, paved public parking lot and staging area for City entry, on-ramp sidewalk, shoulder paving, and other improvements at the heavily congested intersection of Long Valley Road and U.S. 101 on-ramp. Willdan is providing civil, drainage, landscape architectural, and traffic design; environmental compliance documentation; survey; geotechnical engineering and materials testing; grant funding administration; utility coordination; NPDES, SWPPP, and erosion control; right-of-way engineering; and construction support for this Measure R improvement project.

Firestone Boulevard Capacity Enhancement, City of South Gate, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required for the corridor improvements from Alameda Street to Hunt Avenue. The improvements involved roadway widening from four to six lanes; pavement rehabilitation; landscape and hardscape medians; median lighting; sidewalk, curb and gutter, and driveway approach reconstruction; ADA-compliant ramps; parkway trees; artistic elements and corridor entrance monument; bus shelter and bus turnouts; and traffic signal modifications. Services provided included civil, traffic, pavement, and drainage engineering; landscape architecture, survey and right-of-way engineering; and utility relocation.

Firestone Boulevard/Atlantic Avenue Intersection Improvements, City of South Gate, California. Landscape Architecture Task Manager responsible for providing and overseeing all landscape and irrigation design required for improvements between Firestone Boulevard limit and south city limit. The improvements involved asphalt-rubber hot mix overlay, street widening, street trees, raised landscaped medians, irrigation system, ADA-compliant curb ramps, concrete repairs, traffic signal modifications, communication conduits, and signing and striping. Willdan assisted the City through the planning process by developing a concept plan and presenting it to city council and affected business owners and residents. Willdan provided civil and traffic engineering design, pavement engineering, design survey, landscape architectural design, public outreach, and utility coordination.

Joe Bellomo, PE, QSD/P

Project Role: Storm Water/NPDES

Job Classification: Principal Project Manager



Profile Summary

Education:	▪ BS, Civil Engineering, California State University, Los Angeles
Credentials:	▪ Civil Engineer, California No. 75564 ▪ Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) No. 20016
Experience:	24 Years

Mr. Joseph Bellomo joined Willdan as a Civil Engineer to work on various aspects of storm water and city engineering. Since his start with the firm, Mr. Bellomo has used his experience and knowledge of the State and Federal National Pollutant Discharge Elimination Systems (NPDES) program to manage compliance for many of Willdan's clients. The majority of Willdan's NPDES related clients rely on Mr. Bellomo for full NPDES permit and Total Maximum Daily Load (TMDL) program management services, formally or otherwise. This typically includes the preparation of fiscal year budgets, report, and presentations to city staff and city council, preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; coordination with watershed partners, regulators and non-governmental organizations; and at times managing city service personnel. As a result, Willdan has a comprehensive understanding of NPDES Permit requirements and the best approach to implementation. Mr. Bellomo is assisted by a team of two solely dedicated to providing NPDES compliance services to Willdan clientele.

Relevant Project Experience

NPDES/EWMP Consulting Services, City of San Fernando, CA. NPDES Compliance Manager. Mr. Bellomo has provided the City with Upper Los Angeles River EWMP Group representation and general NPDES Permit compliance consultation since 2013. This includes compliance with the MS4 Permit and TMDL technical guidance, Trash TMDL compliance and catch basin retrofits, annual report preparation, staff training, and general implementation of MS4 Permit minimum control measures. Joe assists the Water Department comply with the Low Threat Discharge permit issued for the reactivation of Well 7A, and other matters relating to regulatory requirements.

NPDES/Water Quality Consultant Services, City of Hidden Hills, CA. Mr. Bellomo has served as the Storm Water Program Manager since 2013. Mr. Bellomo is responsible for full compliance with the Municipal NPDES Permit, TMDLs in the Los Angeles River Watershed and Malibu Creek Watershed, as well as other NPDES regulations. On the City's behalf, he serves as the City's representative to the North Santa Monica Bay Watershed Area Steering Committee for the regional management of the Measure W – Safe Clean Water Program. Mr. Bellomo has ensured compliance with the municipal NPDES permit, and developer compliance with the State's construction general permit, including SWPPP and USMP reviews, and LID plan reviews. Mr. Bellomo reports directly to the City Manager and answers to the City County on all NPDES permit and TMDL management and implementation of related programs, special monitoring studies, and annual reporting.

NPDES Services, City of Bell, CA. NPDES Compliance Manager. Mr. Bellomo is responsible for assisting with the City's stormwater program relating to ensuring MS4 Permit compliance; serving as the City's advocate at LAR-UR2 watershed, funding, and permit group meetings; reviewing and providing guidance on key technical documents and regulations; administering commercial and industrial facility inspections; and completing the required annual reporting.

NPDES Consulting Services, City of Cudahy, CA. Mr. Bellomo performs most of the permit functions and provides technical expertise; LAR-UR2 WMP and other MS4 permit-related meeting representation; staff training; commercial and industrial facility inspections; and annual reporting requirements. Joe assisted with the development of the Green Streets policy and the Low Impact Development Ordinance adopted by the City Council to manage development in the City.

Storm Water Program Management, City of Calabasas, California. Responsible for providing the Environmental Services Division with onsite staff support services. Duties included storm water pollution prevention plan (SWPPP) and urban storm water mitigation plan (USMP) reviews, municipal NPDES permit and TMDL requirements, staff reports, assisting at the public counter for storm water related issues, participation on the Development Review Committee to provide conditions for private development projects, and training and transitioning City staff into the Division as well as the current Environmental Services Manager.

Storm Water Engineering, Morongo Band of Mission Indians, Banning, California. Responsible for assisting in development of a nonpoint source (NPS) pollution identification study for the Tribe. This study identified several NPS on the Reservation with the potential to impair water bodies within the watershed, and provided recommended control measures to reduce the risk of pollution.

Lani Alfonso, PE

Project Role: Grant Administration

Job Classification: Principal Project Manager



Profile Summary

Education:	▪ BS, Civil Engineering, University of Southern California, Los Angeles, California
Credentials:	▪ Professional Civil Engineer, California Registration No. 56397
Experience:	30 Years

Ms. Lani Alfonso is a Willdan Engineering project manager with 30 years of experience in public works engineering and project management who combines excellent communication and management skills with analytical and technical qualifications.

Relevant Project Experience

Engineering Services FY 2020, City of Paramount, CA. Willdan provides city traffic engineering services to the City of Paramount. Duties include preparing traffic studies and reports investigating citizens requests reviewing traffic impacts of developments plan checking traffic related projects preparing staff reports and attending Traffic Commission meetings and working with Public Works staff in implementing traffic related projects. Willdan prepares plans specification and estimate for traffic signal signing striping traffic control and street lighting.

Street Improvements FY 2019-2020, City of La Puente, CA. Willdan provided professional engineering services for the design and bidding of the 2019-20 FY Annual Resurfacing Project for the City of La Puente. Willdan prepared the plans, specifications, and estimates (PS&E) for the design package and provided bidding assistance services for the project. The project included the following proposed improvements: Resurfacing with Asphalt Rubber Hot Mix (ARHM) to prevent more serious and costly deterioration which could lead to complete reconstruction of existing pavement, reconstruction of damaged and uplifted concrete sidewalk, curb, gutter and driveway approaches, installation of new access curb ramps compliance with the Americans with Disabilities Act (ADA) requirements as well as signing and striping.

Valley Boulevard Sewer Construction Management, City of La Puente, CA. Provide construction observation, project management and labor compliance services for the Valley Boulevard sanitary sewer improvement and pavement resurfacing project.

Local Road Safety Plan, City of Lakewood, CA. Willdan will prepare a Local Road Safety Plan (LRSP) for the City. The LRSP looks at crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. This evaluation is expected to help identify safety projects within the City and prioritize countermeasures across a system. The results of the evaluation will identify safety projects within the City that can be used to apply for future funding consideration through the Highway Safety Improvement Program (HSIP) and other safety program applications.

City Engineering Services, City of Westlake Village, CA. Willdan is providing city engineering services, project management, construction management and inspection services for capital improvement projects. Projects include the Sidewalk Improvement Project FY 2021-2022, CIP Park Improvement FY 2021-2022.

Fair Oaks Traffic Signal Project, City of South Pasadena, CA. The project includes the installation of fiber optic lines throughout Fair Oaks Avenue. Willdan provided construction management and inspection services for the Project.

Annual Street Improvement FY 2021-22, City of Fillmore, CA. Project includes street improvement, ADA improvements, and Mountain View sidewalk project.

Jane E. Freij

Project Role: Labor Compliance

Job Classification: Labor Compliance Manager



Profile Summary

Education:	▪ BA, Linguistics, University of Kansas
Experience:	22 Years

Ms. Jane E. Freij is an experienced Administrative/Project Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for various federally-funded projects under FHWA, FTA, HUD, and EPA. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in the reporting requirements and fraud detection and prevention procedures for projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

Experience prior to joining Willdan includes 4 years with Edison Enterprises, where Ms. Freij served as Contract Administrator and Senior Contract Administrator. In these positions, she developed and negotiated contracts for products and services, monitored and enforced contractual compliance, constructed contractual terms and conditions, served as risk management liaison, and managed a multi-state licensing project for an energy services subsidiary. Ms. Freij has a strong legal background, having served as a paralegal and senior paralegal for litigation attorneys in the areas of real estate, land development, and contract law. She is experienced in Microsoft Word, Microsoft Excel, and Lexis-Nexis research software.

Relevant Project Experience

Sewer Improvements on Beck and Orchard Avenues, City of Bell, California. Provide project management, contract administration, construction observation, engineering support, utility coordination, labor compliance & material testing for the sewer improvements on Beck and Orchard Avenues project. The project included replacing the existing 8-inch sewer with 10-inch VCP, pavement cold milling and ARHM overlay, sidewalk, cross gutters, ADA ramps, adjusting manhole frames and valves to grade, and striping.

Florence Avenue Pedestrian Project, City of Bell, California. Provide project management, contract administration, construction observation, utility coordination & labor compliance for the Florence Avenue Pedestrian Improvement Project. The project included construction of median islands, entry monuments, built-outs, decorative concrete sidewalks, bus shelter furnishings, and parkway trees.

Street Improvements FY 19-20 Construction Management, City of La Puente, California. Provide construction observation, project management, material testing and labor compliance services for the street improvements on Various Streets Project FY 2019-20.

Right of Way Improvements on Elliott Avenue and Amar Road, City of La Puente, California. Provide construction observation, project management, and labor compliance services for the right-of-way improvements at Elliott Avenue and Amar Road Project.

Lakewood and Del Amo Intersections Improvements, City of Lakewood, California. Provide project management, contract administration, construction observation, engineering support, utility coordination, labor compliance, material testing, and Metro invoicing & reporting services for the Del Amo and Lakewood Intersection Improvements Project.

Ian Calderon Skate Park, City of La Puente, California. Provide construction observation, project management, material testing and labor compliance services for Ian C. Calderon Skatepark and Basketball Court Construction Project.

Sewer and Park Improvements at La Puente Community Park, City of La Puente, California. Provide construction observation, project management, material testing and labor compliance services for the sewer and park improvements at La Puente Community Park Project.

Curbs, Sidewalks, and Curb Ramps ADA Citywide, City of Pico Rivera, California. Labor compliance monitoring and enforcement of a citywide CDBG funded sidewalk and ADA curb ramp project. CIP No. 21364

Proposed Fee Schedule



A fee schedule is attached, it should be noted that some classifications have a reduced rate offered to the City.

Schedule of Hourly Rates

Effective July 1, 2022 to June 30, 2023

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$74	Assistant Code Enforcement Officer	\$98	Labor Compliance Specialist	\$132
Technical Aide II	\$96	Code Enforcement Officer	\$112	Labor Compliance Manager	\$166
Technical Aide III	\$115	Senior Code Enforcement Officer	\$132	Utility Coordinator	\$167
CAD Operator I	\$120	Supervisor Code Enforcement	\$160	Office Engineer I	\$133
CAD Operator II	\$139	Plans Examiner Aide	\$105	Office Engineer II	\$148
CAD Operator III	\$154	Plans Examiner	\$160	Assistant Construction Manager	\$145
GIS Analyst I	\$160	Senior Plans Examiner	\$175	Construction Manager	\$168
GIS Analyst II	\$175	Assistant Construction Permit Specialist	\$112	Senior Construction Manager	\$182
GIS Analyst III	\$185	Construction Permit Specialist	\$118	Resident Engineer I	\$189
Environmental Analyst I	\$133	Senior Construction Permit Specialist ***	\$139	Resident Engineer II	\$196
Environmental Analyst II	\$149	Supervising Construction Permit Specialist	\$147	Project Manager IV	\$212
Environmental Analyst III	\$159	Assistant Building Inspector	\$132	Deputy Director	\$220
Environmental Specialist	\$171	Building Inspector***	\$147	Director	\$226
Designer I	\$160	Senior Building Inspector	\$160	INSPECTION SERVICES	
Designer II	\$166	Supervising Building Inspector	\$175	Public Works Observer **	\$113
Senior Designer I	\$175	Inspector of Record	\$187	Public Works Observer ***	\$138
Senior Designer II	\$184	Deputy Building Official	\$187	Senior Public Works Observer**	\$124
Design Manager	\$185	Building Official	\$189	Senior Public Works Observer ***	\$138
Senior Design Manager	\$188	Plan Check Engineer	\$183	MAPPING AND EXPERT SERVICES	
Project Manager I	\$169	Supervising Plan Check Engineer	\$185	Survey Analyst I	\$139
Project Manager II	\$187	Principal Project Manager	\$216	Survey Analyst II	\$160
Project Manager III	\$197	Deputy Director	\$220	Senior Survey Analyst	\$182
Project Manager IV	\$212	Director	\$226	Supervisor - Survey & Mapping	\$191
Principal Project Manager	\$216	PLANNING		Principal Project Manager	\$216
Program Manager I	\$187	CDBG Technician	\$78	LANDSCAPE ARCHITECTURE	
Program Manager II	\$199	CDBG Specialists	\$93	Assistant Landscape Architect	\$139
Program Manager III	\$217	CDBG Analyst	\$110	Associate Landscape Architect	\$160
Assistant Engineer I	\$133	CDBG Coordinator	\$138	Senior Landscape Architect	\$175
Assistant Engineer II	\$148	CDBG Manager	\$166	Principal Landscape Architect	\$185
Assistant Engineer III	\$157	Planning Technician	\$118	Principal Project Manager	\$216
Assistant Engineer IV	\$165	Assistant Planner	\$147		
Associate Engineer I	\$170	Associate Planner	\$160		
Associate Engineer II	\$177	Senior Planner	\$182		
Associate Engineer III	\$181	Principal Planner	\$189		
Senior Engineer I	\$184	Planning Manager	\$201		
Senior Engineer II	\$188	Deputy Director	\$220		
Senior Engineer III	\$191	Director	\$226		
Senior Engineer IV	\$195	ADMINISTRATIVE			
Supervising Engineer	\$199	Administrative Assistant I	\$90		
Traffic Engineer I	\$199	Administrative Assistant II	\$109		
Traffic Engineer II	\$212	Administrative Assistant III	\$127		
City Engineer I	\$212	Project Accountant I	\$102		
City Engineer II	\$220	Project Accountant II	\$119		
Deputy Director	\$220	Project Controller I	\$127		
Director	\$226				
Principal Engineer	\$245				

** For Non-Prevailing Wage Project *** For Prevailing Wage Project Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2022 thru June 30, 2023, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations. [Rev 06.09.2022V03](#)



13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
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www.willdan.com

City of Los Alamitos



**Request for Proposal (RFP) 2022-05
City Engineering and Traffic
Engineering Services
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: November 14, 2022

Deadline/Bid Opening Date:
Must be received by 10:00am
Thursday, January 12, 2023
RFP Available at <http://www.cityoflosalamitos.org>

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**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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**SECTION A
NOTICE INVITING SEALED BIDS**

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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



NOTICE OF REQUEST FOR PROPOSALS 2022-05

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 AM on Thursday, January 12, 2023.

**CITY ENGINEERING & TRAFFIC ENGINEERING
SERVICES PROPOSAL**

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES RFP 2022-05. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of City Engineering and Traffic Engineering services and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program, provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits

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

*Request For Proposal 2022-05
City Engineering & Traffic Engineering Services
City of Los Alamitos*

**SECTION B
PROPOSAL RESPONSE REQUIREMENTS**

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION I – PROPOSAL REQUIREMENTS

Proposal Response Requirements

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide City Engineering and Traffic Engineering services and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program, provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

Responses must conform with the requirements of this RFP. The City reserve the right to waive any irregularity, informality or error in any proposal or in the RFP process or to reject any proposal, which does not comply with this RFP. All services provided by the Consultant shall be performed by individuals, who meet the qualification, standards, and requirements for the position. The successful Consultant(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.

Please submit six (6) color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposal rate structure shall be submitted and clearly marked.

Proposals sent by telephone, e-mail or facsimile, will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the Proposer in the preparation of the response to this RFP, is the sole responsibility of the respondent, and will not be reimbursed by the City.

It is imperative that all Consultant(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.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from the proposers. The City reserves the right to waive any irregularity, informality or error in any proposal or in the RFP process, or to reject any proposal, which does not comply with this RFP. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

All requests for information (RFI's) shall be submitted to the City no later than Thursday, January 5, 2023 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: Consultant 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, Consultant, 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 Consultant profile and number of years the firm has been in business.
4. Provide the name of each City and Traffic Engineer proposed to provide services to the City, who will be the main contacts for the City. This individual is expected to remain the responsible engineer throughout the engagement. The lead Engineers must be licensed to practice in the State of California, and must have at least five (5) years' experience practicing as an engineer with a practice focused on representation of local government(s).
 - The successful Proposer may change the Management Contact, City Engineer, Traffic Engineer and other supporting staff and specialists with prior written permission of the City.
5. Location of principal office that will be responsible for the implementation of any contracts.
6. Description of the professional qualifications for the additional personnel who will be assigned to work in the City of Los Alamitos. While the Consultant(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
7. Provide the name, title, experience, qualifications, discipline, professional memberships/registrations, and resume of the personnel who will be assigned to the City, including any sub-consultants. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide services to the City of Los Alamitos, to fulfill the desired level of services reflected in the Scope of Services.
8. Provide examples of services or projects that the firm/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
 - Summarize experience in the following areas:
 - a. General Municipal Engineering Services
 - b. Geotechnical Engineering Services

- c. Traffic and Transportation Engineering Services
 - d. Landscape Architectural Design Services
 - e. Construction Management/Inspection Services
 - f. Landscape Maintenance Assessment District (LMAD) Inspection Services
 - g. Surveying Services
 - h. Storm Water Quality Services
 - i. Grant Funding Support Services
9. Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures, to monitor and stay within budget, to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
 10. 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.
 11. 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.
 12. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.
 13. 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.
 14. 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.**
 15. Provide a list of five (5) reference who may be contacted to discuss their experience working with the firm/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.
 16. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the consultant has made a similar transition from another contract provider and the methods that the consultant utilized in achieving this transition.

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 City of Los Alamitos Business License

Consultant and its Sub-Consultants are required to maintain an active City business license for the duration of this Agreement.

3.5 Annual Payment to the City

Firm is to provide the City with an annual payment of \$15,000, to support City events and infrastructure (i.e., street and other public right-of-way spaces) education and outreach. This payment is due at contract execution and each successive July 1st throughout the term of this Agreement.

3.6 Compliance with Laws

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

3.7 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.

3.8 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.

3.9 Cost of Living (CPI) Increase

Only at the time of the Agreement's scheduled renewals, will the Consultant be eligible to request CPI increase of up to 5%.

3.10 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.

3.11 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, January 5, 2023 at 10 a.m. 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 (RFI's) shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720. 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.

3.12 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.

3.13 Pre-Contract Costs

The City shall not be responsible or liable for any pre-contract costs incurred by the firm responding to this RFP and/or participating in the selection process.

3.14 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.

3.15 No Obligation

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

3.16 Offers of More Than One Price

Proposers are NOT allowed to submit more than one Proposal.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 Sub-Consultant Information

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

3.22 Sub-Consultant References

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

A. Client name

1. Project description
2. Dates (starting and ending)
3. Technical environment
4. Staff assigned to reference engagement that will be designated for work per this RFP
5. Client project manager's name and telephone number.

3.23 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 Consultant's proposal will not be made after the selection of the Consultants. 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.

3.24 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**

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide City Engineering and City Traffic Engineering services, and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program, provide permit review and inspection services, plan check reviews and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

The City's Development Services Department provides a broad spectrum of services to the community in areas of Building & Safety, Code Enforcement, Economic Development, Engineering, Planning and Public Works. This Department also manages, reviews, and approves developmental plans affecting roadways, and other right-of-way spaces, located within the City boundaries.

Within the Development Services Department, the Engineering Division is responsible for managing, scheduling and implementing the City's Capital Improvement Program, as well as seeking funding for these projects. In addition, the Engineering team leads the design and management of all City funded public right-of-way construction project. This would include major street repairs, construction site inspections, and technical support to other City departments. Dedicated to helping identify solutions that improve the infrastructure of City streets, the Engineering Division provides technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

The City's current contract will expire on June 30, 2023.

4.1 USE OF SUB-CONSULTANTS

The City is committed to selecting an excellent team that will produce a high quality work product, and deliver a high level of customer service. Should the use of sub-consultants be proposed by the proposing firm, they shall be clearly identified and included as part of the proposal in response to this RFP.

4.2 PROPOSAL REVIEW PROCESS & SCHEDULE

The City of Los Alamitos will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the firm that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience

of the team, quality of work product, customer service delivery, and not solely on the lowest cost of services. It is anticipated that following interviews, the City will identify a preferred firm to enter contract negotiations. Upon successful negotiations with the preferred firm, an Agreement will be presented to the City Council for consideration.

The following is the anticipated schedule for the awarding of this RFP:

Request for Proposal Made Available	Tuesday, November 15, 2022
Proposal Due at City Hall	Thursday, January 12, 2023 at 10 a.m.
City Review of Proposals	Monday, January 16, 2023 to Thursday, February 2, 2023
Interviews with Finalists	Monday, February 6, 2023 to Thursday, February 9, 2023
City Council Consideration for Awarding	Monday, March 20, 2023

**Dates subject to change at the sole discretion of the City.*

RFP INQUIRIES

All inquiries, questions, and requests for information related to this RFP should be directed to Ron Noda, Development Services Director, via email at moda@cityoflosalamitos.org and will only be accepted until Thursday, January 5, 2023 at 10 a.m.

Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Consultant. The City reserves the right to add or delete services at any time with 30 days written notice to Consultant. If additional services are requested, the Consultant 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 Consultant at the Consultant'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 Consultant 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 Consultant prior to a deduction being made.

The Consultant 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 provide building and safety services, including City Engineering and City Traffic Engineering services, and other related duties, 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 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 “Consultant” shall be held to mean the Consultant and/or any person employed by them and working under the agreement to the awarded Consultant.

**SECTION D
SCOPE OF SERVICES**

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

5.0 SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide City Engineering and City Traffic Engineering services, and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program, provide permit review and inspection services, plan check reviews, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the firm to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

The final Scope of Services, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. Administrative Services

- a. Attendance at meetings of the City Council. The City Engineer and Traffic Engineer shall attend all meetings or work sessions of the City Council, as requested. Regular City Council meetings are held on the third Monday evening of each month.
- b. Advising Officials. The City Engineer shall advise City officials, employees, etc. through telephone conferences, meetings, and correspondence.
- c. Consultation on City utilities and facilities. The City Engineer shall furnish advice of consultation on the operation, maintenance, permitting of the City's water distribution (when applicable), stormwater drainage system, transportation system, and other City-owned facilities under the direction of the Development Services Department.
- d. Consultation on development projects/permits. The City Engineer shall review project plans and proposals by private parties, for compliance with City code and other applicable requirements. The City Engineer shall meet with residents, contractors, developers, engineers, etc. as required.
- e. Review and approve grading plans.
 1. Shall include, but not limited to the following:
 - a. Ensure conformance with City codes, written policies, grading ordinances, the County of Orange grading manual and standard specifications. The review will also assure conformance with the approved Tentative

Map and Conditions of Approval for the project. Hydrology and hydraulic calculations will be reviewed for conformance with the Orange County Flood Control District methodology for any proposed storm drain systems and detention basins.

- b. Precise Grading Plans will be checked to verify positive drainage to an approved outlet.
- c. Erosion control measures for manufactured slopes will be reviewed to verify that the landscaping and irrigation measures are adequate.
- f. Review and approve landscape plans (when applicable).
 - 1. Shall include, but not limited to the following:
 - a. Working knowledge of City codes, regulations, and permit requirements.
 - b. Program development
 - c. Feasibility studies
 - d. Investigation reports
 - e. Reports and restoration and maintenance
 - f. Conceptual design
 - g. Project design
 - h. Specifications
 - i. Design reviews
 - j. Project drafting, including CADD work
 - k. Cost estimating
 - l. Construction support services
 - m. Trees and other plant evaluation
 - n. Soils testing and report
 - o. Environmental documentation preparation (i.e., CEQA)
 - p. Inspections
 - q. Plan Check
- g. Erosion Control Plans (when applicable) will be reviewed to ensure erosion and sedimentation measures comply with the Best Management Practices listed in the Storm Water Pollution Prevention Plans, in compliance with the National Pollution Discharge Elimination System (NPDES) and Water Quality Management Plan (WQMP) requirements.
- h. Landscape and irrigation review for parks, parkways, medians, and all areas that have landscaping (as-needed).
- i. Review, check and make recommendations regarding land use applications

within ten (10) working days of receipt.

- j. Assist with the preparation of dedications, lot splits, lot line adjustment, zoning maps, and any other subdivision maps and documents administration as deemed necessary by the City. Must be assured to be in compliance with applicable provisions of the Subdivision Map Act, the City's Conditions of Approval, Land Surveyor's Act, and any other applicable local, state and federal laws.
- k. Assist and implement as-needed emergency work as directed by City staff.
- l. Coordinate with other agencies and utility companies on engineering matters.
- m. Prepare CAD exhibits, complex Microsoft Excel spreadsheets, Microsoft Word documents, PowerPoint presentations, as directed, for any needed engineering functions.
- n. Assist with Pavement Management Program.
- o. Provide permit review and inspection services. The City Engineer shall be available to review various types of permit applications for private utility improvements, oversized/overweight vehicles, residential improvement and other common permit applications. The City Engineer shall conduct site inspections associated with such permits and applications needed.
- p. Funding/Grants/Budget - Includes but not limited to:
 - i. Ensure funding compliance, such as with Measure M
 - ii. Prepare Measure M mid-year project review
 - iii. Assist in the Capital Improvement Program (CIP) project budget preparation – analyze City's needs and prepare short and long-term CIP recommendations.
 - iv. Assist in the tracking and accounting of project funds including revenue sources, expenditures, and project account shortfalls/surpluses.
- q. Provide Geotechnical Engineering Services (when applicable). Key professional staff must be properly registered/licensed/certified to practice in California as Professional Engineers (PE), Geotechnical Engineers (GE), and Certified Engineering Geologists (CEG). Typical specialties/knowledge required includes, but are not limited to: pavement evaluation, construction material testing, geotechnical investigation and reporting and hazardous materials assessment and related services.
- r. Construction inspection and contract administration shall be in accordance with but not limited to:

- i. The Greenbook Standard Specifications and Standard Plans for Public Works Construction.
 - ii. The project plans and special provisions.
 - iii. Caltrans Construction Manual.
 - iv. Manual of Traffic Controls for Construction and Maintenance Work Zones.
 - v. The City shall decide all questions that may arise as to the quality or acceptability of deliverables furnished and work performed for this contract.
- s. At the firm's own cost, Consultant will provide and maintain all vehicles and equipment required or necessary to carry out inspections, field, and in-office duties of the Engineering Division.
 - t. On an on-call basis, consultant is to provide services for additional staff to include but not limited to Landscape Architect, Labor Compliance Manager, Assistant Planner, Project Manager, Labor Compliance Specialist, Geotechnical Specialist and a Public Works Superintendent.
 - u. Surveying services (as-needed) including but not limited to boundary surveys, record of surveys map preparation, right-of-way acquisition, settlement monitoring, GPS/Geodetic control surveys, and topographic surveys.
 - v. Assist in consultant contract management where no conflicts of interest exist.
 - w. Provide hydrology and hydraulic/drainage reports, models and studies.
 - x. Manage a variety of challenging multidisciplinary project from budget inception through construction.
 - y. Prepare and secure environmental documentation for CIP projects.
 - z. Obtain easements (when applicable).

2. Engineering Design and Construction

- a. Assist in consulting contract management where no conflicts of interest exists.
- b. Prepare and process Requests for Proposals (RFP) and help to conduct consultant selection processes per City policy.
- c. Provide hydrology and hydraulic/drainage reports, models, and studies (when applicable)
- d. Prepare plans, specifications, engineering design calculations, and cost

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City of Los Alamitos*

estimates.

- e. Coordinate design and construction activities with City departments, other agencies, citizens, and regulatory agencies.
- f. Manage a variety of challenging multidisciplinary projects from budget inception through construction.
- g. Ensure delivery of projects within scheduled and budget.
- h. Prepare and secure environmental permits for CIP projects.
- i. Obtain easements.
- j. Provide public outreach coordination and exhibits.
- k. Provide utility coordination and notifications for a variety of projects.
- l. Perform project and construction management activities for a variety of projects. Negotiate and offer recommendations to City staff regarding change orders and consultant contracts.
- m. Ensure Labor Compliance requirements are satisfied when applicable.

3. City Engineer

- a. Consultant shall provide a qualified City Engineer for services. The City Engineer shall be responsible for the daily administration of Engineering activities, and shall perform the following services, including but not limited to:
 - i. Function as the City Engineer as set forth in all applicable codes and regulations, and as specified in Federal and State law.
 - ii. Provide 30 to 40 in-office working hours per week.
 - iii. Review, approve and issue encroachment and wide-load permits.
 - iv. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of applicable laws.
 - v. Make determination on the approval and use of alternative materials and methods of construction.
 - vi. Process and prepare Traffic Commission, Planning Commission and City Council reports and recommendations, and assist in the presentation on an as-needed basis.
 - vii. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with any applicable codes and regulations.

- viii. Make final interpretations concerning the application of all pertinent right-of-way and street safety codes.
 - ix. Meet with developers, homeowners, business owners, engineers and the general public at the City or in the field, as the need dictates to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.
 - x. Ensure all public works/engineering related activities are entered into the City's tracking system in an accurate, complete and timely manner.
- b. Within the first thirty (30) days of the Agreement, the Consultant shall assemble and review all existing City policies, ordinances, and conditions pertaining to the Engineering operations, and document any areas of insufficient, incomplete or missing information. Based on this review, the Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions, and present a report to Development Services Director for consideration.

4. Neighborhood Traffic Management

- i. Work closely with the Development Services Director to address residential traffic circulation and safety issues.
- ii. Respond to requests from the public regarding traffic and parking issues. Requests will be viewed and evaluated to assess the situation and develop solutions to address the concern. Data will be collected to ensure the most appropriate measures and devices are utilized and to determine the resulting effectiveness.
- iii. Respond to citizens and other stakeholder requests for traffic and/or parking information or improvements (traffic control devices, parking restrictions, schools, etc.).
- iv. Participate in the planning and preparation of work orders for the installation, removal or replacement of traffic control devices, pavement markings and parking restrictions. Prepare and document decision making process in conjunction with the Development Services Director.

5. Traffic Engineer

- a. The scope of work will vary as need arises and will be at the discretion of the City. Provide Traffic Engineering services for various projects at the request of City staff. The request for services may include, but not limited to:
 - i. Traffic Engineer shall provide services on an as-needed basis.

- ii. Conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analyses.
- iii. Provide Traffic Division support (i.e., traffic counts and various assignments).
- iv. Provide comprehensive analyses of existing and projected traffic conditions; roundabout analysis and design, intersection design, speed humps, and traffic data collection services.
- v. Provide electronic traffic control device studies and design (signs, signals, pavement markings, and school zone flashers).
- vi. Perform pedestrian and bicycle studies including those to provide safe routes to school.
- vii. Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses.
- viii. Traffic signal design including plans, specifications, engineer's cost estimate and contract bid documents (for projects that are bid) for new permanent signal installation and modifications to existing signals and flashing beacon, signal interconnect installation and Traffic Management Center (TMC) enhancement.
- ix. Speed data analysis intersection control studies including multi-way stop control and traffic signal or alternatives, safety studies, and miscellaneous traffic engineering services.
- x. Perform technical studies to support Active Transportation and Safe Routes to School programs.
- xi. Provide technical support for Transportation System Management and Operations (TSMO).
- xii. Prepare or review stage construction and worksite traffic control plans (when applicable).
- xiii. Transportation, roadway, and Complete Streets design including construction drawings or plans, specifications, engineer's cost estimate and contract bid documents.
- xiv. Construction management and inspection support for roadway improvement and transportation projects.

- xv. Assist and provide technical assistance in identification and preparation of various traffic and roadway improvement grant opportunities and applications.
 - xvi. Process and prepare Traffic Commission, Planning Commission and City Council reports and recommendations, and assist in the presentation on an as-needed basis.
 - xvii. Traffic Signal System Operations system management.
 - xviii. Provide Traffic Data Collection (on an as-needed basis).
- b. Traffic Engineer services will be on an as-needed basis. The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Traffic engineering services not specifically identified in previous subtasks, may be performed by the Consultant at the discretion of the City Engineer and Development Services Director.

6. Plan Check Services

- i. Manage, coordinate and oversee the encroachment and wide load permits and plan checks, and inspections.
 - ii. Answer technical questions from the public, including inquiries regarding public right-of-way safety codes and regulations.
 - iii. Perform plan checks.
 - iv. Assist in more difficult inspections, in addition to other duties as assigned.
 - v. Staffing provided by the Consultant must ensure that all City Engineering inspections and plan reviews are conducted in an efficient courteous manner that is responsive to the City and community needs.
- b. Confirm type of construction, and review construction specifications to determine satisfaction of safety requirements.
- c. Check for compliance with applicable codes adopted by the City, and any applicable adopted local amendment, State of California codes or regulations.
- d. Calculate encroachment permit and plan check fees, and review permit issuance.
- e. Review and evaluate engineering geology and geotechnical engineering reports. Provide City staff with specific recommendations regarding the acceptability of such reports and provide detailed review comments to bring the report in

compliance with City requirements, as it relates to all level of development.

- i. Review foundation and grading plans for proposed development projects, to ensure compliance with applicable geotechnical recommendations.
- f. Provide expedited plan check when requested by the City.

7. Public Works Construction Projects

- a. Analyze/study improvement projects. The City Engineer will be required to prepare preliminary engineering analysis, cost estimate and feasibility studies for various Public Works improvements.
- b. Prepare bid/contracts. The City Engineer will be requested to prepare detailed plans, specifications, bid and contract documents for Public Works construction projects. In addition, the City Engineer will prepare a final cost estimate, required applications of approval of the construction by other governmental agencies, and assist the City in negotiating the acquisition of any necessary right-of-way or easement.
- c. Review bids. The City Engineer shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. The City Engineer will provide general supervision of the contract for Public Works construction projects.
- d. Inspect for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.
- e. Coordinate with various City and County agencies and departments, including but not limited to the Orange County Sanitation District (OCSd) and the Rossmoor-Los Alamitos Sewer District, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the applicable public right-of-way safety code regulations.
- f. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- g. At the Consultants sole expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out inspections and all required duties.
- h. Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.

- i. Provide inspection, investigation, and enforcement for violations to all applicable safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues.

8. Capital Project Management

- a. Identify capital projects. The City Engineer will identify current and possible future capital projects and document budget, scope, schedule, status, organizational responsibility (including other Professional Engineering Firms) and funding sources.
- b. Organize and prioritize all capital projects. The City Engineer will develop regular reporting and monitoring processes to ensure implementation and completion of scheduled project tasks.
- c. Capital project tracking. The City Engineer will track and monitor project status and specific milestone completion. The City Engineer will facilitate discussions and decisions necessary to keep projects on schedule.
- d. Identify and report significant deficiencies. The City Engineer will identify and report concerns regarding meeting capital projects goals to the Development Services Director on a monthly basis (or as-needed).
- e. Monitor budgets. The City Engineer will process payments including Gas Tax and other grant funding, monitor budget expenditures and assist with the review of contracts, proposals, invoices and Purchase Orders (PO).
- f. Document management. The City Engineer will create and store computer files, computer copies, and other types of records and files of work performed for the City using the systems designated by the Development Services Director.
- g. Ensure all applicable local, state and federal laws are adhered to including prevailing wages.
- h. Provide public information regarding encroachment and wide load permit applications, plan check, inspection services and related matters.
- i. Establish, maintain, and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including “hand-out” sheets, which explain procedures identified as being provide by the City.
- j. All approval stamps, applications, forms and other documents used in providing Engineering Services to the City shall be identified with the City seal and other identification indicating that the approval stamps, applications, and documents are from the City of Los Alamitos. All of the stamps, applications, forms, and

other documents or supplies shall be the property of the City (costs for the provisions of these processing tools and supplies shall be the responsibility of the City).

The professional services consulting agreement entered into by and between the City and City Engineering and Traffic Engineering services shall specify the scope of included services. The City reserves the right to enter into additional agreements with the City Engineer for specified projects (e.g., the design or construction observation of major public improvements), to contract with third parties for such services, or if within the scope of the City Engineering and Traffic Engineering services agreement, utilize the same to provide for such services.

9. Performance Standards & Monitoring

- a. The Consultant shall be responsible for providing monitoring information to the City, that shows achievement of the performance standards and that personnel are providing helpful and courteous services to customers. The monitoring may include, but is not limited to, customer feedback through written questionnaires and interviews and observations at the building counter and during building permit inspections, and monthly statistical reports.
- b. City has established **Performance Standards** that are to be applied to the processing of plan checks, permits, and general service to the public that interacts with the Development Services Department. These Performance Standards are described in subsection c below. The Consultant recognizes the targets established in the Performance Standards, and will adhere to these measures in the performance of its services for the City. The City reserves the right to add, amend, or eliminate Performance Standards at any time during the term of this Agreement. The City may use the Performance Standards to gauge the effectiveness of the Consultant's service to the City. At the City's request, the Consultant shall be responsible for providing monitoring information which shows that personnel providing services to the City are achieving the Performance Standards.
- c. Consultant shall provide services, which meet the following maximum expected turn-around times for plan check and inspection services. In practice, Consultant shall provide these services with the fastest turn-around time feasible. Additionally, the following Performance Standards shall be used as a guide to determine staff levels:
 - i. Plan Check
 1. The review of all wide load permits shall be completed within three (3) working days or less from the date of submittal.
 2. The review of all encroachment permits shall be completed

(including traffic control plan review, when applicable) within seven (7) working days or less from the date of submittal.

3. The review of plans submitted for review shall be completed within ten (10) business days for the first check; and five (5) business days for each subsequent re-submittal.

ii. Inspection

1. As special circumstances dictate, after hour or weekend inspections will be conducted.
2. At all times, the City Engineer and/or the responding team member, shall conduct themselves in a courteous and professional manner and utilize the phone to help coordinate and narrow inspection times and applicants.

iii. Counter

1. Provide service and support for the counter as needed during Engineering office hours Monday through Thursday, excluding City recognized holidays. Counter hours may be subject to a reasonable change by the City. Working days are subject to change at the discretion of the City to a 5 days a week/8-hour schedule, with thirty (30) day noticing to Consultant.
2. Answer the Engineering phone when not with a customer, and return telephone calls within two hours. Respond to all email inquiries within the one working day.
3. On an as-needed basis, assist the City in providing or updating any Engineering Division information to the City's website.

iv. Reference Materials – Consultant shall utilize the following documents however, the Consultant shall make use of additional reference material as appropriate. Consultant shall also be responsible for ensuring the most recent version of all reference materials are used, including any addenda and errata.

- a. CEQA Determination
- b. Regulatory Permits
- c. Caltrans Highway Design Manual
- d. Caltrans Local Assistance Procedures Manual
- e. A Policy on Geometric Design and Highways and Streets (AASHTO)
- f. California Regional Water Quality Control Board

Requirements

- g. California Manual of Uniform Traffic Control Devices (CA MUTCD)
- h. APWA Standard Specifications for Public Works Construction, “Greenbook” (general, miscellaneous 7 Roadway items).
- i. City Standard Drawings and Specifications
- j. Applicable State of California, Federal, and Local Codes and Manuals
- k. Construction Best Management Practices (BMP’s)
- l. Caltrans Standard Plans
- m. Caltrans Standard Plans
- n. Caltrans Filing System
- o. Caltrans XS Sheets
- p. Caltrans Standard Specifications, Standard Special Provisions and Reference Specifications
- q. All drawings shall be prepared in AutoCAD format
- r. All dimensions shall be English units.

Note: The above listing of standards is not in order of precedence.

10. Staffing Levels And Cost Of Services

- a. Identify the number of persons for each position that would be assigned to the City to provide the requested services. Indicate by the name and title those persons that will be providing City Engineering and Traffic Engineering services. Clearly indicate if each person will be assigned to the City full-time, part-time, as-needed, off-site, and whether persons assigned will be providing multiple services (i.e., Administration and Plan Checks).

11. Transition from Current Services

- a. Consultant is to review City forms, procedures, and policies immediately and will recommend any deficiencies to the City that necessitate modifications. Any action is to be coordinately with City Management first prior to implementing any changes.
- b. Consultant is to work alongside the City’s current service provider for Engineering Services for a minimum of four (4) weeks, prior to the conclusion of the City’s current contract to ensure a smooth transition.
- c. Identify how past and existing projects and administrative tasks will be handled, along with related responsibilities for issuance and/or inspection.
- d. Assure proper records transfer.
- e. Develop timing/schedule for transition.
- f. Implement progress/monitoring reports.
- g. Establish meeting schedules to assess transition.

*Request For Proposal 2022-05
City Engineering & Traffic Engineering Services
City of Los Alamitos*

5.1 Consultant Staff

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

- A.** The Consultant 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 (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant 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 Consultant shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall be accessible to City staff via email, phone or in-person as necessary. The Consultant 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 business hours.
- D.** The Consultant(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 Consultant(s) notice to the effect that the conduct or action of a designated employee of the Consultant(s). The Consultant shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Consultant(s) shall take reasonable measures under the circumstances to remedy and improve the situation presented.
- F.** Assure the City that the conduct and activities of the Consultant's employee(s) will not be detrimental to the interest of the City or public.
- G.** The Consultant 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 Consultant. The identification system shall be furnished at the Consultant's expense and may include appropriate attire and name badges as specified by the City.
- H.** The Consultant 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.

Consultant will provide on-call services for job descriptions including but not limited to Project Manager, Designer, Assistant Engineer, Public Works Inspector, Survey Analyst, and Special Inspection.

5.1 Dress Code and Appearance

The Consultant(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 Consultant's logo may be worn, and no caps shall be worn backwards.

5.2 Contract Enforcement

The Consultant(s) or its authorized representative shall meet with the Development Services Director quarterly, or more, at the discretion and convenience of the City.

The City reserves the right to perform audits at any time for the purpose of monitoring performance. The Consultant shall cooperate with City, representative(s) in the review and monitoring of Consultant'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.

5.3 Term of Agreement

The term of the Agreement is expected to commence on July 1, 2023. The initial term of the Agreement is anticipated to be for three (3) years, with two possible – two (2) year extensions, at the sole discretion for renewal by the City.

SECTION E
PROPOSAL SCHEDULE

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**SECTION E PROPOSAL
SCHEDULE**

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Job Description	Hourly Rate
City Engineer	
Geotechnical Manager	
Landscape Architect	
Labor Compliance Manager	
Traffic Engineer	
Project Manager	
Public Works Superintendent	

Proposal A Schedule Total:\$_____

Proposal B – Rate and Services Structure for Sub-Consultant(s)

Sub-Consultant(s)	Hourly Rate

Proposal B Schedule Total:\$_____

The Consultant 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):

Consultant is to include a Proposer's Schedule for on-call services. The City requires all compensation proposals to be submitted in the format below. The Fee Schedule shall include:

1. Personnel consistent with the organizational chart.
2. Position/title in Company.
3. License held.
4. Hourly Rate

Example:

Personnel Name	Position/Title in Company	License (s) Held	Hourly Rate
John Doe	Project Manager	CPESC, PE	\$XX.XX

SECTION F
CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**CITY ENGINEERING & TRAFFIC
ENGINEERING SERVICES
REQUEST FOR PROPOSAL (RFP) 2022-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
[Enter name of Consultant]**

THIS AGREEMENT FOR CITY ENGINEERING AND TRAFFIC ENGINEERING SERVICES (“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 , (“Consultant”) a, . City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified Consultant to provide design, plans, specifications, construction management and inspection services for Building & Safety Services. It is preferred that the Consultant 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, Consultant has submitted to City a written proposal, dated , 2023, to provide the desired services.

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the _____ Proposal, dated _____, 2022, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subConsultants providing

any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No.____, dated____; and (3) Firm 's Proposal, Exhibit "A". Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2rd) the RFP, and (3rd) Firm '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. 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 Firm s, Firm s, Firm s, 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 hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars (\$____). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

33 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.

34 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 three (3) years, ending on _____, _____, unless extended at the sole election of the City for an additional period of two (2) years, ending on June 30, 2030.

4. COORDINATION OF PROJECT SERVICES

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

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

43 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 subConsultant (s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subConsultant 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 Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of 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 Firm .

4.4.1 The legal relationship between the Parties is that of an independent Firm ; 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, subconsultant s or subConsultants in connection with the performance of any Project Services. Except for 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 subConsultants, 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 subConsultants, 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 subConsultant of Consultant providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, 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 subConsultants, 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 subConsultants 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 Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.4 Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subConsultants, 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.

53 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed Firm 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.

54 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 subConsultants.

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.)

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.

56 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 Firm or companies meeting all requirements of this Agreement.

57 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.

58 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.

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

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

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

5.10.2 All insurance coverage and limits provided by 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 subConsultants, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subConsultants 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, subConsultants, 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, subConsultants and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subConsultants 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, subConsultants 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.

84 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.

85 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.

86 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.

87 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, subConsultants, 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 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 Consultant:

Name of Firm
Street
City, State, Zip Code
Email

102 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.

103 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.

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

105 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.

106 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.

107 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.

108 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.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____

Michael S. Daudt

City Attorney

By: _____

Windmera Quintanar, MMC

City Clerk

“Firm ”

Name of Firm

By: _____

Name

Title

Email

By: _____

Name

Title

Email

EXHIBIT “A”

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 10H

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Rejection of Bids for Requests for Proposals (RFP) 2022-03 for the Installation/Upgrade of the City's Access Control System

SUMMARY

On Thursday, February 2, 2023, the City received one (1) bid submittal in response to Requests for Proposals (RFP) 2022-03 Access Control System. RFP 2022-03 solicited services for the installation and/or upgrade of an existing access control system for specified City facilities. The submitted bid surpassed the anticipated budget, which considered new hardware installations and upgrades to the existing system. As a result, staff is recommending the rejection of the submitted bids.

RECOMMENDATION

Rejection of all bids received for Requests for Proposals (RFP) 2022-03 Access Control System.

BACKGROUND

Communities across the nation face an evolving and unique set of threats, hazards, and security challenges. As a result, the City has prioritized the need to incorporate improvements that offer a safer environment at City facilities – some of those improvements include the recent installation of additional security fencing around the Civic Center, the installation of security cameras, and the upcoming installation of panic buttons.

In its next phase, the next project in line considers the necessary improvements to the outdated access control system, which in its current condition compromises the level of security offered. Access control systems are a familiar security feature, which minimize security risks, verify and limit employee access where necessary to ensure confidential information remains secure, while maintaining public access to other City facility areas. The current access control system serves areas surrounding City Hall 1, City Hall 2, the Council Chamber, and limited areas of the Police Department. At this time, the Community Center, Youth Center, the Preschool building, and the Public Works garage are not included within the existing access control system.

During the November 2022 meeting, Council approved RFP 2022-03 for the installation/upgrades to the City's Access Control System. Subsequent to its approval, staff noticed this solicitation for bids on Wednesday, November 23, 2022 and Wednesday, November 30, 2022.

DISCUSSION

At the time of bid opening, the City received one (1) proposal in response to RFP 2022-03 Access Control System. The first and only bid received from Johnson Controls was in the amount of \$262,361.70. Based on the bid received and the anticipated cost, the City does not have the budget to proceed with the project as originally identified.

Staff is recommending the rejection of the bids, in anticipation of a revised RFP to be brought back to Council for consideration at a later date.

FISCAL IMPACT

None.

Attachment: 1. Johnson Controls Proposal
 2. Request for Proposal (RFP) 2022-03 Access Control



CITY OF
Los Alamitos
California

*RFP No. 2022-03
Access Control System*

For

Development Services Department

10-27-22

Attention Ron Noda



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1. Letter of Transmittal

City of Los Alamitos Access Control System Executive Summary of Services

The following summary is intended to provide an overview of our response to RFP No. 2022-03 invitation for the replacement of the existing access control system. Johnson Controls will provide a solution to migrate existing card readers to the new access control system. This will provide the City of Los Alamitos with a fully functioning, operational single access system for a **Lump-Sum, not -to- exceed fee proposal of \$280,112.70 not including taxes**

Included with the above solution and price, Johnson Controls, Inc. will provide Five years of support. This will include ongoing online support, and perform the annual inspection of the locks, door readers, and the access control panels for a **Lump-Sum, not-to-exceed proposal of \$17,751.00**. This is included in the above price. For service and installation outside this agreement the hourly rates is \$258.00.

We have assembled a committed Design / Build Team to successfully deliver the scope of work outlined in the RFP. Johnson Controls believes that our assembled Security Integrator & services team, under the direct supervision, project management, and scheduling operatives of Johnson Controls, will deliver the best design and execution for this project. Our proposed team's performance will enhance the safety and security for each facility by providing the new Qumulex access control system for a full- service, scalable, access control/security system providing, future value engineering advantages, future integration simplicity, and extended maintenance options.

Johnson Controls has the capability to provide single-source accountability for the design, installation, commissioning, optimization and long-term operational support of all security systems within a facility or campus environment. We work with our customers to "build with the end in mind," helping them to design facilities and equipment that provide for maximum productivity and efficiency throughout the lifecycle of the facility

Thank you very much for this opportunity. We feel honored to be invited to participate in this opportunity to be considered to provide this upgraded system. The critical nature of this system, providing a safe and secure environment is a responsibility we at Johnson Controls fully understand and respect. Protecting your facility is your top priority, as it is ours. We look forward to working together, and hope this proposal meets and exceeds your expectations.

Respectfully,

Mark Thummel

Mark Thummel
Account Executive,
Complex Security and Fire – Southern California

2. Contractor's Approach To Delivering this Scope of Services

Project Management Process

We begin our process by developing the assigned project team, creating the Project Execution Plan (PEP), and establishing our quality control and monitoring tools. This approach is based on proven Johnson Controls methodologies and assures a coordinated planning, design, and deployment schedule. This approach continues through final commissioning and turnover to the customer, and concludes with formal closeout tasks, documentation, and reports.

The Project Manager will oversee all preparation, design, quality controls, scheduling, installation, and subcontractor activities through the Project Closeout and Lessons Learned review.

Johnson Controls Work Plan Overview

While Johnson Controls utilizes proven project management methods for all projects, best practices dictate that we tailor our approach when it comes to each customer and project based on delivering the best outcome possible. By focusing on communication and close coordination we strive to provide the best possible overall project experience during our engagement with the City of Los Alamitos.

Field Preparations and Deployment

Field equipment assessment will need to be done to ascertain any challenges associated with removal and reinstallation of new equipment for each specific location. Each area will have its own unique challenges with equipment placement, panel sizing, existing wiring conditions, etc. that will need to be identified and a plan created for how the work will be performed. This assessment and mitigation planning will allow for a smooth transition from the old to the new system and reduce any necessary down time to a minimum.

Control and Monitor Work to Ensure Quality

Delivery of the technology systems for this project requires stringent controls to ensure on-time, on-budget completion of the job. Johnson Controls will implement our quality control plan and processes with that of customer and the requirements outlined in the Project Documents.

Acceptance Testing & Commissioning

Through the Project Installation & Testing phase, Johnson Controls will engage with the project stakeholders to develop, define and execute project specific installation and testing requirements. The Johnson Controls team understands that many systems and applications have already been implemented on previous programs, and overall testing and commissioning requirements will be leveraged from similar programs.

	Bill of Materials	Qty
P-500-H-A	Supports Farpointe + certain AWID® 125-kHz Proximity Card Reader	34
PSM-2P-H	PVC Card	175
WRR-22	Long-Range Receiver, 2-channels, 100-feet; mounts to wall box	2
WRT-2+H	2-Button Transmitter w/ certain HID® 125-kHz Proximity	30
QXEP-DKUF-08DR-1502-MR52-U	Mercury - Unified series 8 Door kit, unmanaged. Includes (1) QXEP-LP1502 Intelligent Controller and (3) QXEP-MR52-S3B, and (1) LifeSafety Power Unified E6 enclosure with Mercury backplate, measuring 30x23x6.5	7
DS160	Request to Exit Motion Sensor	16
199-12-W	1" Recessed Door Contact: DPDT	35
Maxim	Subcontractor	1

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to hazardous or dangerous materials without JCI's express written consent.

INVOICING & PAYMENTS. Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.

WARRANTY. Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson from the manufacturer of said equipment.. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

LIABILITY. Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Johnson.

COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

INDEMNITY. The Parties hereto agree to indemnify each other from all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

Project Site: The network and all associated hardware, PCs, IP addresses, network configuration and software will be provided by the customer . Any and all gate alterations will be provided by the customer
The existing access control system programming and configuration (included existing card holder data base) shall be provided by the customer.
All existing door hardware shall be in proper operating condition and any repairs on will be at the cities expense.
Any trenching, and exposed conduit will be provided at an additional expense.
The existing wire for the current access control system shall be in proper operating condition to support the new system.

3. Contractor Data

Snapshot

Name of Company	Johnson Controls, Inc
Principal Address	5757 North Green Bay Avenue Milwaukee, WI 53209
Telephone Number	+1 (414) 524-1200
Corporation Type	C Corp
NYSE	Ultimate indirect parent: Johnson Controls International plc A publicly traded Irish Company [NYSE: JCI]
D&B Number	00-609-2860
Description of the Company	Johnson Controls, Inc. (the "Company") is an indirect wholly owned subsidiary and the North American operating company of Johnson Controls International plc. The Company creates intelligent buildings, efficient energy solutions, integrated infrastructure and next generation transportation systems that work seamlessly together to deliver on the promise of smart cities and communities. The Company is committed to helping our customers win and creating greater value for all of its stakeholders through strategic focus on our buildings and energy growth platforms. Its indirect parent, Johnson Controls International plc (NYSE: JCI), was formed in 2016 through a merger between Tyco International Ltd. and one of Johnson Controls' subsidiaries. Johnson Controls, Inc. became a subsidiary and the North American operating company of Johnson Controls International plc through a merger that closed on September 2, 2016. Johnson Controls International plc is headquartered in Cork, Ireland and has primary offices in Milwaukee, Wisconsin, and Shanghai, China. Its sales for fiscal year 2020 totaled approximately \$22 billion. For additional information, please visit: www.johnsoncontrols.com.
Representative	Mark Thummel Southern California Account Executive – Security/Fire Building Solutions North America Johnson Controls
City Business License Number	0000058170-0001-2

4. Location of Principal Office

Johnson Controls, Inc. Local Cypress Ca. office will be supporting this project.
5770 Warland Ave.
Cypress, CA 90630-5030

5. Description of Professional Qualifications

Johnson Controls has designated the team who will be responsible for working directly with the city.
This is the same team identified with the previous question:

Mark Thummel: Account Executive-Security/Fire John Kalinin: Account Executive-Security/Fire

Josh Stone: Metro Market-Lead Systems

Specialist Tony Magdaleno: Systems Engineer

Due to the size of the Johnson Control's footprint in California and the number of trained technicians we have, JC can borrow from surrounding SSOs and region to adequately provide coverage during high volume installation times with certain projects and regions.

6. Personnel To Be Assigned - Resumes

Johnson Controls has included with the attachment the resumes of the key personnel who will be involved with this account. These resumes are listed below under Item 15.

Attachment #1-JCI John Kalinin – Resume

Attachment #2-JCI Josh Stone - Resume

Attachment #3-JCI Mark Thummel – Resume

Attachment #4-JCI Tony Magdaleno - Resume

Subcontractors

Johnson Controls will use Maxim Security as a sub-contractor for this proposal. Will Crawford is the contact with this sub-contractor, and he did attend the three days of mandatory pre-bid site walks. The following is information about Maxim Security, plus a copy of their executive summary has been attached. It is labelled as Attachment #5-Maxim Security.

Business Name: Maxim Security Systems, Inc. Contractors State License Board Number: 919445 Entity:
Corporation Classification(s): C10, C28 Expiration Date: 07/31/2024

7. Provide Examples of Services or Projects

Johnson Controls has included with the attachment of Reference Projects with customer that are active customers listed below under item 15. The projects are supported by the resumes of the key personnel who will be involved with this account along with several additional personnel. Additionally, Johnson Control has spent over 137 years in providing buildings with various solutions. We have learned that nothing is as important as our Local Government, Multi Site clients and customers. At these multi-site facilities everywhere, safety has changed drastically in the past few years. Today's staff, managers and directors, want the peace of mind that comes from the kind of advanced security solutions we provide. For many local governments, security means access control so you can manage who enters your facilities (and who can't) as well as intrusion detection to monitor public and private rooms and other areas around the clock. Security often means video surveillance, covering everything from classrooms to playing fields to parking lots. All of these systems can be integrated into comprehensive alarm systems. We also provide physical access controls to fortify your facilities against unauthorized people, vehicles, and other threats.

We can also make it easier to implement the right security solution from a financial perspective through a combination of discounting and the ability to take advantage of funding initiatives. We are the world leader in providing solutions for our educational partners. We provide the necessary solution, innovate technologies and products that create the access control scenarios desired, and have the trained workforce in place to design, procure, install, program, and service these systems for years to come.

Johnson Controls has selected a unique staff to assign to the City of Los Alamito's projects. The range of projects they have successfully implemented include:

- state, local and federal government facilities
- major airport expansions
- water districts
- stadiums
- hospitals
- courthouses

This team will use it leadership abilities and vast industry experience and knowledge to ensure the installation, programming, and continual service of this project is smooth and seamless for the City of Los Alamitos.



8. Fee Proposal

Johnson Controls, Inc. has read and understands the following request from the City of Los Alamitos per the Door Access Control Replacement in the RFP and Addendum 1 and Addendum 2. Johnson Controls, Inc. is pleased to present to you our proposal response.

The lump sum proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications for the locations and equipment listed in the Bill of Materials. Permits, licenses and fees will be obtained at the award of the contract. Federal, State and local taxes are not included in the total proposal price.

In response, Johnson Controls Inc, offers a one time, "Lump Sum" installation fee charge of **\$262,361.70** to fulfil the requirements spelled out in this RFP.

The additional service, maintenance program is offered as a separate "Lump Sum" service support fee of **\$ 10,812.00** for the first three years

The fourth year is offered as a separate "Lump Sum" service support fee of **\$ 3,359.00**
The fifth year is offered as a separate "Lump Sum" service support fee of **\$ 3,580.00**

PSA / Professional Services Agreement / Maintenance System Coverage

Enhanced Coverage Support: Scope of Work

Johnson Controls, Inc. will provide three years of support with ongoing online support, and perform the annual inspection of the locks, door readers, and the access control panels.

Functional Test & Inspection – JCI will provide a Test and Inspection on the equipment indicated in the list of maintained equipment within this agreement, including the replacement of the batteries in each panel on an as needed basis.

Support Services – JCI will provide system support services for the customer's listed equipment as identified in this agreement with the following:

1. Account Representative – will be assigned to monitor system performance and to consult with the customer on service history and application strategies.
2. Telephone Assistance – will be provided to assist the customer to recognize operational needs, resolve problems, etc.

In order to better serve you, Johnson Controls has a National Dispatch Center (NDC) with fully trained staff to provide support and direction

- All customer calls for new service requests can be placed at 855-680-7856, or by email: complexservice@jci.com
- Calls will be answered immediately and supported by our trained staff of professionals.
- After hours calls are placed to the same number 855-680-7856 and responded to as outlined our customer's PSA Maintenance agreement. For Los Alamitos this will be within the next business day.
- Our local, highly trained, field technicians will be contacted and coordinated as requested by the customers.
- Upon satisfactory completion of the service request, the customer will be billed accordingly.

9. List of Personnel with a Relationship with this RFP Agreement

Johnson Controls, Inc. confirms that to the best of the proposer's knowledge, there are no existing conflicts of interest between JCI and the City of Los Alamitos.

10. Additional Information

Through our WeGive global volunteer program, when employees volunteer with an eligible cause that builds safe, smart and sustainable communities, a

\$10/hour corporate donation follows upon approval. Nearly 800,000 nonprofit organizations in 200 countries where our employees live and work, are approved as eligible for the program.

Globally, more than 80% of Johnson Controls volunteering ties to one of the 17 United Nations Sustainable Development Goals (SDG), with 40% to Sustainable Cities and Communities and 20% to Quality Education. Through the program, Johnson Controls seeks to better connect our philanthropy and volunteerism, leveraging the impact of both.

Philanthropy: In the last ten years, Johnson Controls Foundation has funded more than \$77 million to support U.S. charitable organizations.

11. Liability Insurance in the State of California / YES

12. Certification of Proposal

We have included a sample of our Certificate of Insurance for review, listed below under item #15.

13. List of References Certification of Proposal

14. Description of Systems Transition from Old to New System.

This process is described in Item #2 and it has been used to a certain extent in all of the referenced projects and thousands of other JCI projects throughout the country.

15. Appendices/Attachments

Attachment #2-JCI Josh Stone - Resume

Attachment #3-JCI Mark Thummel – Resume

Attachment #4-Tony Magdaleno - Resume

Attachment #5-Maxim Security

Attachment #6-JCI References

John Kalinin

Account Executive – Connected Technologies

john.t.kalinin@jci.com

562-760-3099

----- PROFESSIONAL SUMMARY -----

Technology systems professional with 34 years of industry experience across multiple vertical markets. Responsible for the sale and development of complex, high value sales engagements involving multiple stakeholder groups and technology disciplines. Has lead sales engagements and pre-sales development of major projects ranging to ~\$70M+. Has held positions responsible for engineering complex multi-system integrations, to include pre/post sales engineering, customer / project / system requirements and process development, integration development for hardware and software, test process development and execution, and project management. Specializing in technology systems/software integration, access control, CCTV, IP video, security systems, networked video storage, lan/wan/wireless/mesh networking, RFID/RTLS, perimeter systems, event / alert management, nurse call, infant tagging, AV, DAS, structured cable, operations / command centers, physical security information systems (PSIM), enterprise optimization, IoT, etc.

----- EDUCATION, TRAINING AND CERTIFICATION -----

- Business & IT Technology, UCLA Extension Irvine Valley College , Santa Monica CC

-----SECURITY PROJECT EXPERIENCE -----

• LAWA LAX-ConRAC Consolidated Rental Car Facility	Contract Amount ~ \$ 15M	Completion:	Aug-23
• Los Angeles Stadium & Entertainment District	Contract Amount ~ \$ 13M	Completion:	Jul-20
• Marin General Hospital	Contract Amount ~ \$ 18M+	Completion:	Jun-20
• Sales Force Tower	Contract Amount ~ \$ 3.4M	Completion:	Feb-17
• Sacramento Kings - Entertainment & Sports Cntr	Contract Amount ~ \$ 5.7M	Completion:	Sep-16
• Ventura County Medical Center	Contract Amount ~ \$ 4M	Completion:	Sep-14
• San Francisco 49er's (Levi's) Stadium	Contract Amount ~ \$ 6M	Completion:	Jul-14
• Long Beach Court Building	Contract Amount ~ \$ 23M	Completion:	Sep-13
• Los Angeles World Airports (LAWA)	Contract Amount ~ \$ 2.6M	Completion:	Feb-10
• Roy and Patricia Disney Family Cancer Center	Contract Amount ~ \$ 4.2M	Completion:	Feb-06
• Metropolitan Water District of SoCal	Contract Amount ~ \$ 9.5M	Completion:	Feb-06
• Los Alamitos Airport	Contract Amount ~ \$ 2.6M	Completion:	Jun-04
• American Presidents Lines Terminals	Contract Amount ~ \$ 1.0M	Completion:	Aug-02

Josh Stone
3568 Ruffin Rd. San Diego, Ca 92123
Josh.Stone@jci.com

----- **PROFESSIONAL SUMMARY** -----

Education

WECA | 2011-2014 | Apprenticeship

- Salutatorian
- State Fire alarm and VDV certified

Field operation manager | siemens | 06/2021-present

- Responsible for all field personnel and construction scheduling. Direct contact for customer needs and commissioning support. Direct report for all subcontractors. Responsible for tools and safety of field. Manage time, budgets, and scheduling.

Fire Engineering specialist | siemens | 05/2019-06/2021

- In charge of all aspects of contract from start to finish. Coordinate with sales staff for bidding, picking out subcontractors, schedules, financials, forecasting labor and material, manage subcontractor personnel, and execution of all system programming and commissioning. \$1mil portfolio/year.

Specialist/programmer | siemens | 7/2017-05/2019

Report directly to the PM, coordinate with subcontractors and GC on commissioning fire alarm system with other trades. Direct on site contact for customer. Program all functions of the fire alarm system. Proficient in smoke control (active and passive) programming, testing, and coordinating with 3rd party inspectors.

Foreman/general foreman | Berg electric | 9/2010-07/2017

National fire alarm experience. Multiple \$1 mil jobs completed as direct foreman and responsible for all site responsibilities as fire alarm installation and commissioning contractor. Omaha, NE over 1.5 million sqft government facility (Stratcomm) project with full smoke control, MNS system, and visual text sign egress integration. In charge of all material, manpower and GC coordination on site.

Certifications

NICET Level 3 Fire Protection Engineering Certified
Exacq Vision Certified
California State Fire Life Safety License

Mark Thummel
Account Executive – Complex Security/Fire
5770 Warland Dr. Cypress, CA 90630
mark.a.thummel@jci.com
562-594-3222

Professional Summary

Mr. Thummel is a Connected Technology Account Executive with 20+ years of experience providing consultative and customized electronic security systems delivering safer, sustainable environments. He brings his vast experience strategically evaluating the customer's business needs to provide the appropriate solutions to make their business safer and more profitable. He works closely with our operations team building, developing, and supporting them execute and deliver projects on time and within budgetary constraints.

Employment History

Johnson Controls, Inc. Las Vegas, NV
present

9 years to

Major Projects Sr. Account Executive / Account Manger

- Major Project – Airport Expansion Project – 30-million-dollar terminal integrated system
- Local Integrated Systems; Airport Badging and PISM integrated systems upgrade and migration to a new platform.
- Airport Security Systems – 5.1-million-dollar annual service contract for 24/7 security and access control systems maintenance covering 2,170 card reader and associated locking door hardware.
- Clark County Intrusion and Security Systems Upgrader with Migration – 2.7-million-dollar project to bring the county's VMS and CCTV systems up to date and integrate with county wide ACS systems.
- Las Vegas Valley Water District – 2.1-million-dollar project to completely replace the entire intrusion and access control systems at all business facilities and 31 remote pump and process stations.
- Primm Valley Solar Towers – \$784,000 new perimeter security systems with detection and

Certifications

American Society of Industrial Security, American Society of Professional Estimators, American Management Association, North American Diversification Council, National Professional Facilities Managers Association, American Society of Industrial Security. Bold Advanced Leadership Champion course certification.



Maxim Security Systems Inc.

Executive Summary

Maxim Security Systems, Inc. is dedicated to providing technology solutions to an ever changing and challenging security environment. Maxim Security Systems has more than 25 years of experience providing systems integration and network infrastructure services.

Our areas of expertise include:

- Access Control
- Biometric Systems
- CCTV/Video Management Systems
- Intelligent Video Surveillance
- Structured & low-Voltage Cabling.

Maxim can work with you to design a customized solution that addresses the evolving security needs of your business in the most effective way possible. We'll help you choose which products and services can best serve your specific set of challenges and needs.

Electronic access control helps protect valuable assets and sensitive areas. Helps restrict and manage business access and increases employee safety.

Video surveillance cameras and digital recording may reduce fraudulent liability claims and document incidents. Improving employee productivity and business efficiencies, in turn, increasing net profit.

9064 Pulsar Court Ste F | Corona, CA 92883 USA | Tel: 951.526.2979 | Fax: 951.526.2879 | www.maximsecuritysystems.com

Johnson Controls References

Reference #1

Customer Name	<u>Santa Rosa Junior College District</u>	Contact Name	<u>Amy Haedt</u>
Customer Address	<u>1501 Mendocino Ave,</u>	Contact Title	<u>SRJC Capital Projects - Project Manager</u>
	<u>Santa Rosa, CA 95401</u>	Contact Phone	<u>707-732-0017</u>
Services Provided	<u>Access Control, Video Surveillance, Emergency Communications</u>	Contact Email	<u>ahaedt@santarosa.edu</u>
Multi-Facility	<u>Yes</u>	Years of Services	<u>5+ Years</u>

Reference #2

Customer Name	<u>Long Beach Public Works</u>	Contact Name	<u>April Walker</u>
Customer Address	<u>411 W Ocean Blvd</u>	Contact Title	<u>Project Management Officer, Public Works</u>
	<u>Long Beach, CA 90802</u>	Contact Phone	<u>562-570-6561</u>
Services Provided	<u>Security Service, Building Automation, FA, Access Control</u>	Contact Email	<u>april.walker@longbeach.gov</u>
Multi-Facility	<u>Yes</u>	Years of Services	<u>5+ Years</u>

Reference #3

Customer Name	<u>UBER Technologies</u>	Contact Name	<u>John Hopper</u>
Customer Address	<u>1455 Market St. Ste 400</u>	Contact Title	<u>UBER Global Security Deployment Manager</u>
	<u>San Francisco, CA 94103</u>	Contact Phone	<u>408-386-7301</u>
Services Provided	<u>Genetec Security Center with Axis Cameras</u>	Contact Email	<u>hopper@uber.com</u>
Multi-Facility	<u>Yes</u>	Years of Services	<u>4+ Years</u>

Reference #4

Customer Name	<u>Gov. George Deukmejian Courthouse</u>	Contact Name	<u>Kevin Conklin</u>
Customer Address	<u>6; 9\$Qekrspme\$Ezi</u>	Contact Title	<u>Chief Financial Officer</u>
	<u>Long Beach, CA 90802</u>	Contact Phone	<u>(562)-256-2310</u>
Services Provided	<u>Security, HVAC, Paging Systems</u>	Contact Email	<u>kconklin@lb-jp.com</u>
Multi-Facility	<u>5 Story, 545,000 sq</u>	Years of Services	<u>Installed in 2020, 35 years maintenance function plan</u>

Reference #5

Customer Name	<u>City of Chowchilla</u>	Contact Name	<u>Rod Pruett</u>
Customer Address	<u>130 S Second Street</u>	Contact Title	<u>City Administrator</u>
	<u>Chowchilla, CA 93610</u>	Contact Phone	<u>(559) 665-8615</u>
Services Provided	<u>Water/Energy Management</u>	Contact Email	<u>rpruett@cityofchowchilla.org</u>
Multi-Facility	<u>Yes</u>	Years of Services	<u>5 years</u>

Johnson Controls-City of Los Alamitos Response PSA Descriptions

PSA #1	LAC+USC Medical Center - 1200 N. State Street, Los Angeles, CA 90033
A. Role of the Firm	Johnson Controls provides full service with on-site staffing to cover our 3 main lines of business to include Security, Fire Alarm, Building Controls Systems.
B. Dollar Value	Original value of systems \$28M, project completed November 2008
C. Dollar Value of the Fee of the Services	\$4M per year
D. Description of Services	Full service covering our 3 main lines of business to include Security, Fire Alarm, Building Controls Systems. Includes break fix coverage with on-site staffing.
E. Staffing	Security Systems coverage is 2 full time personnel on-site.
F. Duration of Providing Services	14 years
G. Relationship to Client	Our service teams work directly with the acting Facilities Director of the Campus
H. Contact Name	Sajid Younker
Position	Manager II – Facilities Operations
Entity Name	LAC+USC
Telephone Number	323-409-6451
Fax Number	N/A syerunkar@dhs.lacounty.gov
Email Address	

PSA #2	Epson Glenn Curtiss
A. Role of the Firm	Security Systems
B. Dollar Value	23,422
C. Dollar Value of the Fee of the Services	\$4,110.00
D. Description of Services	Preventative Maintenance on the Security Systems
E. Staffing	Full Service Staffing JCI On Call Service Technicians
F. Duration of Providing Services	10+ years
G. Relationship to Client	Our service team works directly for the facilities manager
H. Contact Name	Ray Atuatasi
Position	Facilities Manager
Entity Name	Epson Glenn Curtiss
Telephone Number	562-253-2568
Fax Number	NA
Email Address	Ray.Atuatasi@ea.epson.com

**Johnson Controls-City of Los Alamitos
Response
PSA Descriptions**

PSA #3	Caltrans - Department of General Services
A. Role of the Firm	Johnson Controls provides full service with on-site staffing to cover Security, Fire Alarm, Building Controls Systems for this branch location .
B. Dollar Value	\$13,377.00 Annually
C. Dollar Value of the Fee of the Services	\$1,124.00
D. Description of Services	Preventative Maintenance and Labor for the Systems on site
E. Staffing	Full Service Staffing JCI On Call Service Technicians
F. Duration of Providing Services	10+ years
G. Relationship to Client	Our service team works directly for the facilities manager
H. Contact Name	Linda Coxen
Position	Assistant Branch Chief
Entity Name	Department of General Services
Telephone Number	(818) 579-5411
Fax Number	NA
Email Address	Linda.Coxen@dgs.ca.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2022

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

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

PRODUCER Marsh USA Inc. 540 West Madison Street Suite 1200 Chicago, IL 60661	CONTACT NAME: Chad Mannella		
	PHONE: (A/C, No, Ext): (866) 966-4664	FAX: (A/C, No): (212) 948-5167	
INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	E-MAIL ADDRESS: JCI.CertRequest@marsh.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	OLD REPUBLIC INSURANCE CO	24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			MWZY 313947 21	10/01/2021	10/01/2022	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$50,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COM/OP AGG	INC IN GEN AGG
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB 313946-21 (Excludes NH)	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea Accident)	\$2,500,000
A				MWTB 313949-21 (Primary NH \$250k)	10/01/2021	10/01/2022	BODILY INJURY (Per person)	
A				MWZX 313950-21 (Excess NH \$2.25mm)	10/01/2021	10/01/2022	BODILY INJURY (Per accident)	
				Excess NH Auto is follow form to Primary NH Auto			PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313943 21 (AOS - See Pg 2)	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER	
A				MWXS 313944 21 (OH & WA)	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

JCI / Tyco Contract Number:
JCI / Tyco Project Name:
Customer PO Number:

CERTIFICATE HOLDER

Kaiser Permanente

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
by Darniece Beck

Darniece Beck



City of Los Alamitos



**Request for Proposal (RFP) 2022-03
Access Control System
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: November 15, 2022

Deadline/Bid Opening Date:
Must be received by 10:00
a.m. Monday, January 9,
2023

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

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IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A
NOTICE INVITING SEALED BIDS

ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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



NOTICE OF REQUEST FOR PROPOSALS 2022-04

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 a.m. on Monday, January 9, 2023.

ACCESS CONTROL SYSTEM 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 ACCESS CONTROL SYSTEM SERVICES RFP 2022-03. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of services for the installation and/or upgrade of an existing access control system for the City facilities. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance and administration of upgrades.

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

*Request For Proposal 2022-03
Access Control System
City of Los Alamitos*

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**SECTION B
PROPOSAL RESPONSE REQUIREMENTS**

**ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION I – PROPOSAL REQUIREMENTS

Proposal Response Requirements

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) to provide services for the installation and/or upgrade of an existing access control system for the City facilities. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance, and administration of upgrades.

Responses must conform with the requirements of this RFP. 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.

Please submit six (6) color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposal rate structure shall be submitted and clearly marked.

Proposals sent by telephone, e-mail, or facsimile, will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the Proposer in the preparation of the response to this RFP, is the sole responsibility of the respondent, and will not be reimbursed by 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.

During the evaluation process, the City reserves the right, where it may serve the City's best

interest, to request additional information or clarification from the proposers. The City reserves the right to waive any irregularity, informality, or error in any proposal or in the RFP process, or to reject any proposal, which does not comply with this RFP. At the discretion of the City, Contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

All requests for information (RFI's) shall be submitted to the City no later than Monday, December 12, 2022 at 10:00 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 Contractor. Be sure to state why you believe that your Contractor is the best qualified to provide such services to the City of Los Alamitos.

B: Contractor Data

Please submit the following information:

1. Official Contractor 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 Contractor'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 Contractor's approach to delivering the scope of services.
3. Brief Contractor profile and number of years the Contractor 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. Provide the name, title, experience, qualifications, discipline and resume of the personnel who will be assigned to the City, including any sub-Contractors. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide services to the City of Los Alamitos, to fulfill the desired level of services reflected in the Scope of Services.
7. Provide examples of services or projects that the Contractor/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
8. 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.
9. 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.
10. Any other information, which should be considered, such as any special services or construction management philosophy, which define your Contractor's practices.
11. If contracted in the future, the Contractor 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 Contractor could provide such insurance proof of coverage at time of any contract execution.
12. The Contractor 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.

13. Provide a list of five (5) reference who may be contacted to discuss their experience working with the Contractor/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.
14. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the Contractor has made a similar transition from another contract provider and the methods that the Contractor utilized in achieving this transition.

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

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 Contractor or partnership makes the Proposal, the name and post office address of the Contractor 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 City of Los Alamitos Business License

Contractor and its Sub-Contractors are required to maintain an active City business license for the duration of this Agreement.

3.5 Compliance with Laws

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

3.6 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.

3.7 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.

3.8 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, Contractor, 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.

3.9 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 Monday, January 9, 2023, 2023 at 10 a.m. 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 (RFI's) shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720. 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.

3.10 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.

3.11 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 Contractors for services.

3.12 No Obligation

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

3.13 Offers of More Than One Price

Proposers are NOT allowed to submit more than one Proposal.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 Sub-Contractor Information

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

3.19 Sub-Contractor References

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

A. Client name

1. Project description
2. Dates (starting and ending)
3. Technical environment
4. Staff assigned to reference engagement that will be designated for work per this RFP
5. Client project manager's name and telephone number.

3.20 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.

3.21 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

ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) to provide services for the installation and/or upgrade of an existing access control system for the City facilities. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance, and administration of upgrades.

This project will include but is not limited to the installation of door controllers, numeric keypads, fob access pads, and the design and installation of a software control system that administers the fobs, fob sensors, door controllers, and access codes used by City staff.

The City of Los Alamitos currently employs a “Keri Doors 32” access control system, used for managing and monitoring access to buildings, offices, and secure areas.

The facility locations include:

- City Hall 1
- City Hall 2
- Community Center
- Council Chamber
- Police Department
- Limited paths of travel within these vicinities

Current State:

- The access control system is located in the server room
- 19 doors currently set up with readers
- System uses Windows Server

4.1 USE OF SUB-CONTRACTORS

The City is committed to selecting an excellent team that will produce a high quality work product, and deliver a high level of customer service. Should the use of sub-Contractors be proposed by the proposing Contractor, they shall be clearly identified and included as part of the proposal in response to this RFP.

4.2 PROPOSAL REVIEW PROCESS & SCHEDULE

The City of Los Alamitos will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the Contractor that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience of the team, quality of work product, customer

service delivery, and not solely on the lowest cost of services. It is anticipated that following interviews, the City will identify a preferred Contractor to enter contract negotiations. Upon successful negotiations with the preferred Contractor, an Agreement will be presented to the City Council for consideration.

The following is the anticipated scheduled for the awarding of this RFP:

TASK	DATE
Request for Proposal Made Available	Tuesday, November 15, 2022
Mandatory Site Visit	Monday, November 28, 2022 to Thursday, December 15, 2022
Proposal Due at City Hall	Monday, January 9, 2023 at 10:00 a.m.
City Review of Proposals	Tuesday, January 10, 2023 to Thursday, January 19, 2023
City Council Consideration for Awarding	Tuesday, February 21, 2023

**Dates subject to change at the sole discretion of the City.*

MANDATORY SITE VISIT

Proposers are required to complete a site visit with City staff prior to the submittal deadline (appointment required). Job walks can be scheduled to take place between Monday, November 28, 2022 through Thursday, December 15, 2022. To schedule a time and date, please contact Michelle Müller at (562) 357-4514 or via email at mmuller@cityoflosalamitos.org.

RFP INQUIRIES

All inquiries, questions, and requests for information related to this RFP should be directed to Ron Noda, Development Services Director, via email at rnoda@cityoflosalamitos.org and will only be accepted until Monday, December 12, 2022 at 10:00 a.m.

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 provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services, 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 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**

**ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

5.0 SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) to provide services for the installation and/or upgrade of an existing access control system for City facilities. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance and administration of upgrades.

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the Contractor to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

The final Scope of Services, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. Access Control System

- a. Install access control on twenty-three (23) doors.
 - i. Provide cables to all doors.
- b. Install controllers on the wall near the switches.
 - i. Use conduit and flex conduit to conceal the cables.
- c. Replace the existing system on eighteen (18) doors.
- d. Add six (6) doors installations in the Police Department.
 - i. Use existing cables when possible and run new cables to the six new doors.
- e. Provide door contacts and devices to the twenty (20) existing access control doors.
 - i. Run cables for the contacts and new devices.
- f. Contractor is to identify issues with existing wiring and notify the City prior to replacement.
- g. All access control doors must have door electrification hardware prior to installation.
- h. New system should have its own new setup – can utilize Windows, Linux, or any other operating system.
 - i. System must run on its own separate network (specific to the readers and controllers).

2. Requirements

- a. The preferred new solution will replace agonistic door controllers and Keri door controllers.
- b. Respondents whose solutions utilize proprietary door controllers are invited to submit a proposal as long as the need for proprietary door controllers is clearly explained.
- c. The new solution will support Dynamic Users and Groups (users can be part of multiple groups).

- d. The new solution will provide failover redundancy.
- e. The new solution will connect to industry standard authentication systems for user on-boarding and off-boarding.
 - i. Report capability for user login/access
 - ii. Access trends
 - iii. Time of access, by hour, day, week
 - iv. Customizable dashboard reporting for all entry and exit points
 - v. Access error information (forced entry, attempted entry, and door prop)
- f. The new solution will provide a web-based interface
- g. Customizable role-based user and administrator rights
- h. Timed auto expiring access codes and fobs
- i. Contractor will provide a dedicated Project Manager
- j. Contractor will provide a single point of contact for all installations. Contractor will provide installation map of hardware and relationships (network topology).
- k. Contractor will provide full documentation and inventory of hardware models, software and Contractor ware versions
- l. Contractor will provide post-install as-built plan
- m. Contractor will provide installed site code base (where applicable)
- n. Contractor will provide a 5-year warranty on installation and provided hardware
- o. Contractor will provide a 5-year maintenance/service contract with a defined SLA including response times
- p. Solutions will detect force open and hold open situations.
- q. Contractor will provide Professional Services in order to migrate current system and processes to new solution
- r. Contractor will provide Professional Services in order to train operators and administration

5.1 Contractor Staff

It is essential that the Contractor provide adequate experienced and certified 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 (30) 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 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 business 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 remedy and improve the situation presented.
- F. 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.
- G. 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.
- H. 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.

5.1 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.

5.2 Contract Enforcement

The Contractor(s) or its authorized representative shall meet with the Development Services Director quarterly, or more, at the discretion and convenience of the City.

The City reserves the right to perform audits 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.

5.3 Term of Agreement

The term of the Agreement is expected to commence on February 21, 2023 for a one (1) year term.

SECTION E
PROPOSAL SCHEDULE
ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**SECTION E PROPOSAL
SCHEDULE**

**ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Proposal A – Rate and Services Structure

1. For an actual service compensation system, a copy of the Contractor's current rate schedule as relevant to the fee proposal.

- Provide the following information as relevant to the fee proposal:

Job Description	
Estimated total hours	
Estimated out-of-pocket expenses	
The hourly rate by staff classification	
The all-inclusive maximum fee and out-of-pocket expenses, which will	
The frequency and timing of the	
Cost of additional related services (if	

Proposal A Schedule Total: \$_____

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The Proposal Schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

Proposal Schedule Total (in word):

SECTION F

**ACCESS CONTROL SYSTEM
REQUEST FOR PROPOSAL (RFP) 2022-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROFESSIONAL SERVICES AGREEMENT
Access Control System (RFP) 2022-03
[Enter name of Contractor]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this day of 2023 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, (“Contractor”) a, _____. 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 installation and/or upgrade of an existing access control system for the City facilities. 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 _____, 2023, 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 _____, 2023, 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, subcontractors and subconsultants providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1)

the main body of this Agreement; (2) RPF No.____, dated____; and (3) Contractor's Proposal, Exhibit "A". Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (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, individuals, or Contractors 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 an initial period of three (3) years, ending on, _____ unless extended at the sole election of City for an additional period of two (2) years, ending on _____..

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, subcontractors 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, subcontractors 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 subcontractors 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, subcontractor 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, subcontractors 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, subcontractors 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"). Contractor shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Contractor'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, Contractor 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 Contractor 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 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 City, to ensure PLI coverage during the entire course of performing the Project services.

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

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

54 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.

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

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

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

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

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

57 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.

58 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.

59 Insurance for Subcontractors. Contractor shall either: (1) include all subcontractors or subconsultants 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 subcontractors or subconsultants 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.

84 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.

85 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.

86 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.

87 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

102 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.

103 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.

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

105 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.

106 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.

107 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.

108 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.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title
Email

By: _____
Name
Title
Email

EXHIBIT “A”

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 11A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Claborn, Chief

Subject: Volunteers in Policing (VIP) Program

SUMMARY

This item seeks approval to implement a Volunteers in Policing Program.

RECOMMENDATION

Adopt Resolution No. 2023-10, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A VOLUNTEER IN POLICING (VIP) PROGRAM".

BACKGROUND

Historically, the Los Alamitos Police Department has utilized volunteers on a limited basis, but has not had a formalized volunteer program. The objectives of the Los Alamitos Volunteer in Policing (VIP) program are to assist the police in providing enhanced public service to the community, to provide an opportunity for citizens to make a definitive contribution toward improving public safety and service, and to instill an understanding and appreciation of the justice system, human relations, and ethics in the field of law enforcement among its participating volunteers .

DISCUSSION

The Los Alamitos Police Department Volunteers in Policing (VIPs) would enhance public service almost immediately. VIPs will work in a variety of capacities and under the guidance of the Support Services Manager. VIPs will be selected for service through an interview process and will be CERT-trained. They will attend training in which they will learn about the organization and inner workings of the Police Department. Upon completion of the training, the volunteers will be sworn in by the Chief of Police and work with other Police department members. Initially, VIPs would conduct residential vacation checks, process fingerprints, and participate in various special events such as Coffee with a Cop and National Night Out. After initial implementation, the program will expand the following year with the goal of staffing at least one VIP daily.

If approved, the program would begin in the new Fiscal Year, approximately July 2023.

FISCAL IMPACT

This program will cost approximately \$3,500.00 annually. Funding is included in the proposed Fiscal Year 2023-24 Budget.

Attachment: 1. Resolution 2023-10 - VIP Program
 2. Exhibit A - Policy

RESOLUTION NO. 2023-10

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A VOLUNTEER IN POLICING (VIP) PROGRAM

WHEREAS, City of Los Alamitos looks to establish a Volunteer in Policing (VIP) program. Volunteers will enhance public service to the community by participating in various capacities; and,

WHEREAS, VIPs will assist the Police department by supporting special events, clerical duties, and providing community services. The program will give volunteers the opportunity to make a difference in the City of Los Alamitos and the surrounding communities; and,

WHEREAS, VIPs will be adults ages 18 and older and in good standing within the community. All VIPs will be CERT qualified and have completed a Department of Justice (DOJ) background check; and,

WHEREAS, the VIP program requires participants to be active on a year-round basis. All participants must fulfill a “minimum hour” worked to be considered in good standing within the program; and,

WHEREAS, VIPs will be provided uniforms and be easily recognizable as Police department volunteers. VIPs will be issued white uniform shirts and black pants to easily discern them from sworn personnel; and,

WHEREAS, VIPs will sign an agreement with the police department. The Police department will do its very best to make the volunteer’s experience productive, fun, and rewarding. To that end, the agreement addresses the commitments made by the City of Los Alamitos and the Volunteer.

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

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

SECTION 2. The City Council hereby approves the attached Volunteer in Policing Policy (Exhibit A).

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

PASSED, APPROVED, AND ADOPTED this 20th day of March, 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of March, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk



Dear Volunteer,

The City of Los Alamitos Police Department thanks you for your interest in being a Volunteer in Policing (VIP). Along with the Staff, we welcome you and look forward to working with you on the different VIP opportunities. You and other volunteers will work on various programs and special events and have the power to improve the quality of life in our community.

The Los Alamitos VIP's is a year-round program and we encourage you to be active and participate for the entire year. We will have ample Volunteering opportunities and look forward to your efforts bringing value to the Police Department. Our goal is to encourage each and every one of you to be active members that contributes to our community.

We want to make you aware that we have established program policies and procedures that protect Volunteers, residents, and the City. Please make sure you take some time to read through the rules and policies, these policies are in a working document and will be modified as the program develops.

Again, thank you for your willingness to work toward improving the City of Los Alamitos. We along with the rest of the staff look forward to welcoming you to the Volunteer program.

A. OVERVIEW

The City of Los Alamitos invites adults ages 18 and older to join the Los Alamitos Police Department as a Volunteer in Policing (VIP). The program will give you the opportunity to make a difference in the City of Los Alamitos and the surrounding communities.

VIPs is designed to assist the Police Department in servicing the community. Participants will play a key role in enhancing the police mission by assisting with clerical duties, special events, vacation checks, counter help, and other various tasks. These civilian positions will not be placed into unsecured scenes and will not be permitted to carry weapons.

The Los Alamitos Police Department seeks volunteers who possess a strong work ethic, self-initiative, good communication skills, and able to work independently.

B. MISSION

The VIP program encourages year-round community participation and the comprehensive coordination of Volunteers to enhance police services.

The volunteer program objectives are:

- A.** To develop a reliable and varied skilled network of human resources to support the delivery of police services to the community.
- B.** To provide volunteer opportunities for all segments of the community and neighboring cities/organizations.
- C.** To utilize the skill sets of adults to obtain hands-on experience in the following areas but not limited to: police records, reception, community events and many other tasks specific to skill set.

C. VOLUNTEER OPPORTUNITIES

Volunteers will have the opportunity to request a particular program of interest including date and time of service. Based on the availability of volunteer shifts, the Volunteer will be placed in one of the following programs and/or event(s):

- **Special Events:** National Night Out, Winter Wonderland, Week of Los Al, Street Fair, Race Los Al, Spring Carnival, Trunk or Treat, Concert, and July Fireworks Spectacular.
- **Records Department:** Assist staff with records preparation, retention, and archiving of existing records.

- **Community Service:** Assist with front desk reception, conduct vacation checks for travelling resident, transport of prepared material to and from the Crime Lab (Santa Ana), assist with DUI checkpoints, assist EOC functions, and other miscellaneous duties.

Tasks that are not associated with the Police Department but are beneficial to the City of Los Alamitos and the surrounding communities. Examples of community service projects include volunteering for special events in neighboring cities, recruitment fairs, assisting the local Non-Profits, local races, etc.

- **General Office:** Assist staff with police car washing, light cleaning of station and light maintenance

The following guidelines have been set.

- VIP's will be scheduled for a minimum of a four hour a shift
- VIP's must be 18 years or older and pass a DOJ fingerprint background
- VIP's must be in good standing within the community and workplace
- VIP's should have the ability to stand for long durations at community events and occasionally able to lift up to 25lbs.

The VIP program requires participants to be active on a year-round basis. All participants, after successful completion of a background check, must fulfill a minimum level of participation to be considered in "good standing" within the program:

- Attend one special event shift for the Los Alamitos annually
- Attend at least one entry level EOC class
- Volunteer at least two shifts a month (minimum of 4 hours each shift)
- Complete a CERT Academy within a year of appointment
- Wear department provided uniform or polo shirt when serving
- Attend at least 3 CERT meetings annually (held bimonthly)

Failure to fulfill the minimum requirements may result not being eligible to work certain programs, attend social events, or removal from the program.

D. BENEFIT

A benefit of being involved in the Los Alamitos community is the personal satisfaction you will experience by helping the residents of your community. The City of Los Alamitos and the surrounding communities have a great number of residents and/or charitable organizations who are in need of assistance. Your help is instrumental in achieving VIP's ultimate goal of making a difference in the City of Los Alamitos and the surrounding communities.

E. EXPECTATIONS OF VOLUNTEERS

- Be professional at all times
- Keep confidential matters confidential.
- Have a positive attitude.
- Be dependable
- Be accountable for one's actions.
- Learn basic radio communications
- Possess a valid CDL

F. DRESS POLICY

A major part of portraying a professional image is dress and appearance. First impressions have the greatest effect in public contact situations. Appearance should be clean, well groomed, recognizable, functional and appropriate, allowing volunteers to perform duties without restrictions.

- **Shirts** - the city will provide two shirts (1 uniform, 1 polo) to all VIP Volunteers and one must be worn for all volunteer assignments. Shirts must be clean and in good condition. When volunteering where public interaction is expected, Volunteers should wear the provided white uniform shirt; when working outside the public view, the Volunteer may choose to wear the provided polo.
- **Pants** – the city will provide uniform pants and belt; they must be maintained in good condition. Pants and belt will be black and can be worn with either shirt appropriately.
- **Shoes** – Volunteer will provide their own closed-toe, black athletic shoes or boots; socks are required.
- **Hats/caps** – Approved plain hats or caps (black or blue) may be worn when working outdoors. No alcohol, tobacco, or inappropriate advertisements on hats/ caps will be allowed.

If any activity dictates a deviation from the above dress requirements, approval from the VIP Coordinator must be obtained a minimum of 24 hours before their volunteer shift.

G. ABSENCES/TARDINESS AND DEPARTURE

Volunteers must show up to all scheduled assignments/shifts.

It is the Volunteer's responsibility to be at the assigned site and ready to work on time. In the event that a volunteer cannot report to work on the scheduled date or time, it is the Volunteer's responsibility to notify the Watch commander, VIP Coordinator or Department Secretary as soon as possible.

VIP Contact Phone Numbers:

- Watch Commander – (562) 431-3538 ext. 426
- VIP Coordinator – (562) 430-3538 ext. 445
- Department Secretary – (562) 431-3538 ext.401

H. LEAVE OF ABSENCE REQUEST

If the volunteer is unable to fulfill monthly shift requirements they may request for a leave of absence. Requests must be submitted in writing to the VIP Coordinator at least **one week** prior to the time off.

I. ELECTRONICS

Use of electronic devices, hand held videogames, tablet or music device players, is not allowed during assigned shifts.

If at any time an emergency or important phone call must be made, the Volunteer should notify the Site Supervisor and excuse themselves from the activity.

J. CUSTOMER SERVICE

Customer service is a top priority of the Los Alamitos Police Department, when interacting with any persons, Volunteers should remember to:

- Listen actively to determine the customer's needs.
- Always remain calm, courteous, and professional.
- Show care by making the customer feel important.
- Make the extra effort to help the customer solve his/her problem.

L. BASIS FOR DISCIPLINARY ACTION

Failure to meet standards will be grounds for appropriate disciplinary action, which will be proportionate to the offense and with consideration of the Volunteer's prior performance record. Disciplinary action may be based upon any of the following grounds:

- Neglect of Duty, such as failure to perform the duties and standards required of a Volunteer.
- Constant tardiness (3 plus) or missed shifts (2 plus)
- Insubordination, failure to follow directions from a police department member.
- Harassment
- Dishonesty
- Drugs/Alcohol/Smoking/Vaping
- Discourteous treatment of the public, staff or other Volunteers.
- Violation of the rules and regulations of the City or any department.
- Improper conduct, either during or outside of duty hours that causes discredit to fall upon the City and the VIP program.
- Falsifying City documents and/or your records.
- Violation of any rules, regulations or policies that may be prescribed by the City or Los Alamitos Police Department

M. Steps of Discipline

The following procedures shall be followed, in the judgment of the supervising staff and the VIP Coordinator. Staff will allow the Volunteer an opportunity to respond to charges prior to taking disciplinary action.

- **Verbal Warning**

- **Warning/Reprimand**

A written warning/reprimand will contain a description of the events which necessitated the disciplinary action. This document will be retained in the VIP Volunteer's personnel file.

- **Suspension**

Staff will prepare a description of the events that require disciplinary actions. The supervising staff member, the program Coordinator, and the Volunteer will review and discuss the actions in the document. The Volunteer will have an opportunity to respond and explain – all findings will be reported to the Chief and a decision will be made to suspend or dismiss the Volunteer.

- **Dismissal from Program**

In the event of dismissal from the program, the Volunteer will be expected to return uniforms and any other issued gear/equipment.

LOS ALAMITOS VIP PROGRAM **AGREEMENT AND RELEASE OF LIABILITY**

The Los Alamitos Police Department will do its very best to make the Volunteer's experience productive, fun and rewarding. To that end, this agreement addresses the commitments made by the City of Los Alamitos ("City") -and the Volunteer.

1) The Los Alamitos Police Department commits to the following:

- To provide training and support for the Volunteer so that he or she may be confident in the assignment.
- To provide diligent guidance, supervision, and feedback on performance.
- To respect the skills, individual needs, and dignity of the Volunteer.
- To be receptive to comments and suggestions from the Volunteer.
- To treat the Volunteer as an equal co-worker with paid staff, jointly responsible for the completion of the Police Department's goals & objectives.

2) ~~The~~ volunteer commits to the following:

- To perform assigned duties to the best of his or her ability, as well as inform the Police Department if changes in his or her situation or health would interfere with the safe and timely performance of these duties.
- To adhere to VIP program rules, policies and procedures, including recordkeeping and confidentiality of city information.
- To fulfill the minimum requirements of the VIP program.
- To meet time and duty commitments, or to provide adequate notice so that alternative arrangements can be made.

3) Volunteer Status.

Volunteer is volunteering solely for civic, humanitarian, and charitable purposes and understands that they will not be compensated or reimbursed in any manner for such services, nor do they have an expectation of being hired by the City in this capacity in exchange for volunteering their services. Volunteer understands further that, while performing such services, they are not covered by the California workers' compensation laws. Such volunteer services may be terminated at any time, with or without cause for any reason by Volunteer or the City.

4) Release and Waiver.

Volunteer does hereby release and forever discharge and hold harmless City and its officers, officials, employees, and volunteers from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's participation in the VIP program. Volunteer understands that this Release discharges City from any liability or claim that Volunteer may have against City with respect to any bodily injury, personal injury, illness, communicable diseases, viruses (including but not limited to COVID-19), death, or property damage that may result from Volunteer's participation in the VIP program, whether caused by the negligence of City or its officers, officials, employees, and volunteers or otherwise. Volunteer also understands that City does not assume any responsibility for or obligation to provide finance assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

5) Medical Treatment.

Volunteer does hereby release and forever discharge City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's participation in the VIP program.

6) Insurance.

Volunteer understands City does not carry or maintain health, medical or disability insurance coverage for Volunteer. Volunteer is expected and encouraged to obtain their own medical or health insurance coverage.

7) Photo Release.

Volunteer does hereby authorize City to, without charge, take and use photographs and video or audio recordings of Volunteer's participation in the VIP program to publicize the City's programs and for advertisement or other related purposes, and Volunteer hereby consents to the use of their likeness, name, voice, and words for such purposes.

I CERTIFY THAT I HAVE BEEN PROVIDED WITH A FULL OPPORTUNITY TO READ THIS RELEASE, HAVE DONE SO AND AM EXECUTING IT VOLUNTARILY WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE, AND INTEND THAT IN SIGNING THIS RELEASE AND WAIVER TO HAVE IT APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Agreed to:

Volunteer: _____ Date: _____

VIP Coordinator: _____ Date: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 11B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Mid-Year General Fund Budget Review and Financial Update for Fiscal Year 2022-23

SUMMARY

This report provides the Council with a review of Mid-Year General Fund budget for the Fiscal Year 2022-23 and a projection for the fiscal year ending June 30, 2023. The mid-year report represents a snapshot in time and reflects recorded information through December 31, 2022, or six months of the fiscal year, and projections for Fiscal Year 2022-23. It will provide the City Council with an update on the financial status of the City's General Fund at mid-year, and projection of Fiscal Year 2022-23.

RECOMMENDATION

1. Review the Mid-year General Fund budget for the Fiscal Year 2022-23, and projection for the Fiscal Year ending June 30, 2023; and,
2. Provide direction and comments.

BACKGROUND

On June 13, 2022, the City Council approved and adopted a balanced budget for Fiscal Year 2022-23, which included operating revenues of \$20,132,782 and operating expenditures of \$19,411,825, excluding transfers. The Mid-Year review was presented and discussed with the Budget Standing Committee on March 9, 2023.

DISCUSSION

The economy has reflected positive signs of recovery. However, inflation remains elevated, reflecting continued imbalances within supply and demand related to the pandemic. Global unrest continues with the conflict in Ukraine and the resulting hardships have unknown implications on the U.S. economy.

The U.S. Treasury has made several recent moves to counter the growth of inflation, representing the most aggressive rate hike campaign by the Federal government since 2005. The projected slowdown has not materialized as the City had anticipated.

The latest report provided by the City's Sales Tax consultant (HdL), reflects actual data for the third quarter (3Q) 2022 with 13.3% growth compared to the County at 8.4% and the State at 8.0%. Revised estimates reflect continued growth of 3.8% through the end of FY2022-23.

Sales tax estimates for FY2023-24 reflect somewhat of a flattening that would be indicative of an economic slowdown, or “soft landing” as the U.S. Treasury has been structuring its planned rate adjustments.

General Fund Revenues

The financial summary below depicts the Adopted Budget for Fiscal Year 2021-22, actual General Fund revenues through December 31, 2022, and a projection to June 30, 2023.

	2022-23 Adopted Budget	Actual 12/31/22	thru2022-23 Projection	Variance
Revenue Summary				
Property Taxes		1,214,906		39,796
	4,899,967		4,939,763	
Sales Tax		1,619,427		532,150
	3,403,270		3,935,420	
Sales Tax - Local (Measure Y)		2,488,870		982,260
	5,371,740		6,354,000	
Transit Occupancy Tax (TOT)		338,993		162,660
	325,340		488,000	
Business Licenses		446,711		73,400
	819,000		892,400	
Utility Users Tax		997,883		
	2,052,487		1,904,207	(148,280)
Franchise Fees		333,514		
	671,300		621,600	(49,700)
Licenses & Permits		509,800		125,680
	958,200		1,083,880	
Fines & Forfeitures		261,038		
	669,000		405,400	(263,600)
Use of Money & Property		124,114		68,228
	180,000		248,228	
Other Agencies		-		
	12,200		5,000	(7,200)
Charges for Current Services		394,361		
	702,278		628,690	(73,588)
Misc.		9,265		
	68,000		10,000	(58,000)
Total Revenue		8,738,882		1,383,806
	20,132,782		21,516,588	

Property Taxes, Sales and Use Taxes, and Measure Y Local Sales Taxes, are the three largest revenue sources for Los Alamitos, and comprise approximately 71.0% of all revenue generated and collected by the City.

Property Taxes

Property taxes remain one of the largest revenue sources for the City and the majority are received in December and April, following the payment due dates. For secured property taxes, the first installment is due November 1 and delinquent after December 10, the second installment is due on February 1 and delinquent after April 10.

A report received from HdL at the end of 2022, indicated a preliminary net value change in property values up 5.88% over the 2021-22 tax roll, and indicates that property taxes are continuing an upward trend. The projection for Fiscal Year 2022-23 will come in at approximately \$40k higher, or 0.8% better than the Adopted Budget.

Residential properties make up 80.3% of all values in the City and grew by \$123.2 million (8.32%), which accounted for most of all property value growth. The 2023-24 CCPI applied to property values is expected to be the maximum allowed under Proposition 13. Commercial properties added \$16.9 million (11.1%) and industrial properties added \$20.7 million. Unsecured values decreased by \$6.5 million (3.4%). This was largely due to the decline caused by a loss of value of an assessment owned by Epson America, Inc.

Residential prices have continued to respond in response to lower inventory amidst higher interest rates. The median sale price of a detached single family residential home in Los Alamitos from January through August 2022 was \$1.25 million. This represents a \$60K (5.1%) decrease in median sale price over the prior year.

Sales & Use Taxes

A report from HdL, dated February 15, 2023, reported data for the quarter ending September 2022. Sales were up 13.3% for the 3rd quarter 2022 compared to the same time frame for 2021 and reflected increases for most of the major business groups. The projection and estimate for Sales & Use Taxes for Fiscal Year 2022-23 is \$3.9 million, marginally higher than Adopted Budget.

When taking a closer look at the individual business groups, business and industry, and County and State pools reflected the largest gains with 23.8% and 49.3%, respectively. Receipts from local light industrial/printer and heavy-industrial equipment suppliers surged as firms made additional investments to fortify supply chain vulnerabilities that were identified during the pandemic.

As the Federal Reserve continued with interest rate increases to control inflation, consumers continued purchasing levels on multiple fronts. Sustained price increases and interest rate hikes have consumers wondering where to spend their dollars. Historically low statewide unemployment rates and recovery of the stock markets from declines earlier in the year allow for modest optimism heading into 2023.

Measure Y (Local Sales Tax)

With successful passage of Measure Y, Los Alamitos is now benefiting from an additional 1.5% sales tax. New to the City's revenue stream, this has now become the largest source of revenue at 29.6% of total revenues collected by the City and exceeds property tax which was traditionally the top revenue producer. Projections are greatly exceeding the budget, and the

projection for Fiscal Year 2022-23 is \$6.4 million. FY2021-22 represents the first full fiscal year of collected data since the adoption of Measure Y local sales tax.

The primary reason for the large variance from the budget and the long-term model is that certain industry groups, like autos and transportation and general consumer goods, do not follow the true 150% ratio of transaction tax (Measure Y) to the Bradley-Burns (Sales & Use Tax), and are much higher ratios at 869.4% and 538.3%, driving the average across all industry groups. HdL has used a more conservative factor of 163.8% in their latest estimates.

Utility Users Tax

Utility Users Tax (UUT) is a usage tax imposed on utilities, including electricity, natural gas, telephone, and water. The rates for Los Alamitos are currently 6%, except for telecommunications, which is 5%. Revenues have been trending lower over the past couple of years, and receipts are lower through December 31 than historically recorded. UUT revenue receipts through December 31, 2022, are approximately 20% less than 2021 compared to the same period. The projections for FY2022-23 have been done applying a conservative approach with the possibility of lower receipts coming in lower than budget for the fiscal year.

Fines & Forfeitures

Fines & Forfeitures include red light camera and parking fines, and other moving violations, and are currently trending lower than the budget. This is primarily due to a decrease in red light camera fines because of construction work being done by Orange County Sanitation District as part of the sewer line upgrades on Katella Avenue. Staff is assessing the impact of this to determine the financial effect it will have on FY2022-23 revenues.

Overall, General Fund revenues for FY2022-23 are projected to exceed the Adopted Budget by \$1.4 million, or 6.9%.

General Fund Expenditures

The financial summary below reflects the Adopted Budget General Fund Expenditures for Fiscal Year 2022-23, actual expenditures through December 31, 2022, and a projection to June 30, 2023.

	2022-23 Adopted Budget	Actual thru 12/31/21	2022-23 Projection	Variance
Expenditure Summary				
City Council		35,711		
	66,895		67,941	1,046
Administration		498,986		
	1,053,023		1,034,461	(18,562)
Finance		392,879		
	835,327		758,830	

				(76,497)
City Attorney		60,138		
	196,000		196,000	-
Police		4,312,175		
	8,005,752		7,745,802	
				(259,950)
Development Services		1,928,835		
	4,436,904		4,807,737	
				370,833
Recreation		1,164,884		
	2,104,743		2,300,110	
				195,367
Non-Departmental		1,122,253		
	2,443,181		2,456,510	
				13,329
Total Expenditures		9,515,861		
	19,141,825		19,367,391	225,566

For the most part, department expenditures are trending with the Adopted Budget. The three largest variances are in Police, Development Services, and Recreation, as explained below.

City Council

Council department expenditure for the most part are tracking with the adopted budget. Due to a need for Council members to increase travel related expenditures, a budget adjustment is needed to cover the additional anticipated travel costs for FY2022-23. Staff is seeking direction on the additional amount to add in connection with the increased traveling expenditures. Staff is also seeking direction on reimbursing Council members for mileage for local trainings, and the related increase needed for FY2022-23 budget.

Finance

Finance currently has two vacancies with the Finance Manager and Senior Finance Assistant which are being recruited. In addition, a part-time Clerical Assistant is being requested for mid-year to provide clerical assistance and overall support to the department at an estimated cost of \$14K. The latest round of recruitment for the manager position, did not yield the desired level of qualified candidates. A salary level change is being proposed that would result in an 8% increase to assist the recruiting efforts. Finance is projected to show a potential savings for FY2022-23, as salaries are lower due to the vacancies which are being partially offset by higher contractual costs.

Police

The Police department budget is projected to have potential savings reflecting vacancies in Patrol and Community Outreach divisions which were budgeted but currently have vacancies. In addition, Youth Programs (SRO) will reflect savings as the position was filled in November and will not reflect a full year of cost.

Total additional appropriations of \$76,538 are being requested and include additional costs for supplies for Administration (\$22,600), additional supplies and safety equipment for Patrol (\$27,659), higher contractual costs for Traffic (\$14,779), additional cost for the proposed VIPS Program (\$4,500), and additional supplies cost for the other divisions. For FY2022-23 the Police Department is projected to reflect overall savings.

Development Services

Projections for Development Services for the Fiscal Year 2022-23 are estimated to be approximately \$371K higher than budget. This is mainly attributable unexpected facility/building projects such as the Police Department's abatement project (\$23K), Community Center AC unit replacement (\$52K), etc. The increase also includes anticipated purchases of Police Department tables and desks, and additional builds, example lactating room, access control phase I, etc. The largest line-item increases are in Maintenance-Buildings, Street Maintenance Supplies, and Building Inspection Contract Services.

Recreation

Recreation expenses are projected to exceed budget by approximately \$195K, representing \$20K higher part-time salaries and benefits and due to increased program costs of \$175K for Community Services, Sports, Special Classes, and Special Events. A large part of the increased costs of \$75k is attributable to rental of the School District facilities. In addition, the Aquatics Program is scheduled to resume and will reflect part-time salaries and supply costs for the balance of the fiscal year.

Non-Departmental

Non-Departmental expenses are expenditures that are not aligned with other departments, and consist of contractual services, pre-employment expenses, credit card fees, health insurance costs for retirees, and capital expenditures funded by the General Fund. With the high volume of recruitment, pre-employment expenses have exceeded the budget, and an additional \$10K is being requested to cover anticipated costs for the balance of the fiscal year.

Staffing Requests

Staffing changes are being requested due to department realignments within Recreation, Finance, and Police. For Recreation, an additional Recreation Manager is being requested to support various programs. For Finance, a change in salary level is being requested to assist in recruiting a higher caliber of talent for the Finance Manager. For Police, an additional officer is being requested for over hire, the cost of which will be covered by grants for the first three years.

The Mid-Year Fiscal Year 2022-23 General Fund revenues are projected to exceed the Adopted Budget, with an estimated surplus of \$2.1 million, before staffing increases and transfers. This is a result of higher than anticipated revenues in Measure Y Local Sales Tax, exceeding the budget surplus by \$1.2 million. The estimated surplus is before any additional CIP needs, additional UAL paydown considerations, and any additional reserves or set asides.

It is important to keep in mind that the projection for FY2022-23 is an estimate and many other factors outside the City's control, like inflation, and shifts in the economy may affect the outcome, and the final numbers will not be known until the close of the fiscal period.

FISCAL IMPACT

If approved by Council, the additional cost appropriations are summarized below and are reflected in the General Fund departmental expenditures discussed :

Additional Appropriations

City Council		TBD
Finance	\$	14,307
Police		76,536
Developmental Services		370,833
Recreation		195,367
Non-Departmental		10,000
	\$	667,043

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 20, 2023

ITEM NUMBER: 11C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Community Center Roof Repair

SUMMARY

The roof of the Community Center building has incurred significant damage from the recent storms. In order to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings, staff is requesting Council to identify the repair of the roofs as an urgent necessity.

RECOMMENDATION

1. Adopt by a 4/5 vote, Resolution No. 2023-12, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING THE COMMUNITY CENTER LEAKING ROOF AS AN URGENT NECESSITY"; and,
2. Authorize the City Manager to execute the contract for the project in a form to be approved by the City Attorney in an amount not to exceed \$500,000.

BACKGROUND

During the recent storms, the Community Center roof experienced a significant amount of damage as a result of leakage throughout the building. The areas affected by the leaks consist of: the flat roof section located in the northwest portion of the building which includes the kitchen, the craft room, activity rooms 2 and 3 and the flat roof section located in the south portion of the building which includes staff office space and the front lobby. This project will also include the repair of the water-damaged infrastructure located throughout the Community Center.

DISCUSSION

The standard process for awarding contracts for the improvement of public buildings can take 4-6 months to complete and includes the Council's approval of plans for the project, solicitation for bids, and Council award of the contract. This timeline is taken into account for planned projects. Unfortunately, the process is too long in an emergency situation when public health and safety are involved.

Section 1206 of the City's Charter, allows for the City to forgo the above outlined process when the City Council deems the project is "of urgent necessity for the preservation of life, health or property". The emergency must be authorized by resolution passed by at least a 4/5 vote of the City Council.

The Community Center building roof experienced a significant amount of damage as a result of recent weather events. Current roof conditions demonstrate there are leaks going into work spaces in use by employees and space utilized by residents and visitors for programs and classes. The roof condition has been inspected and assessed by the City's Building Official who have recommended immediate repairs to avoid further damage and possible health and safety issues.

FISCAL IMPACT

Staff estimates the cost to repair and replace the roof to be approximately \$500,000. The full extent of the damage will not be realized until a contractor is hired and a full assessment can be done.

Attachment: 1. Resolution No. 2023-12 - Declaring Community Center Roof Emergency

RESOLUTION NO. 2023-12

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING THE COMMUNITY CENTER LEAKING ROOF AN URGENT NECESSITY (4/5ths VOTE REQUIRED)

WHEREAS, the City of Los Alamitos finds that the Community Center building roof experienced a significant amount of damage as a result of recent weather events; and,

WHEREAS, current roof conditions demonstrate there is leaking into work spaces in use by employees and residents; and,

WHEREAS, the roof condition has been inspected and assessed by professionals with pertinent experience who have recommended immediate repair to avoid further damage and possible health and safety issues; and,

WHEREAS, where the construction or improvement of public buildings is deemed by the City Council to be of urgent necessity for the preservation of life, health or property such contracts may be let without advertising for bids, if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by resolution passed by an absolute majority of the Council and containing a declaration of the facts constituting such urgency.

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. Pursuant to Section 1206 of the Los Alamitos City Charter, the City Council hereby finds that the roofing problems identified herein constitute an urgent necessity and that the roof must be repaired immediately to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

SECTION 3. The City Council hereby authorizes the City Manager to execute the contract(s) necessary to complete the emergency roof repairs in a form approved by the City Attorney and in a total amount not to exceed \$500,000.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of March, 2023

Tanya Doby, 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 20th day of March, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk