

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, April 17, 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. the 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 Hibard will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Murphy will give the Invocation.

5. PRESENTATIONS

- A. Presentation of a Commendation to Nancy Fagan in Celebration of her 102nd Birthday**
- B. Presentation of a Proclamation to Rachel Rodriguez, OneLegacy Ambassador, in Recognition of Donate Life Month**
- C. Presentation of a Proclamation to West-Comm Representatives in Recognition of National Telecommunications Week**
- D. Introduction of Los Alamitos Police Captain Luke South and Police Officers Joel Espinoza, Jr. and Oscar Perez**

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 March 1, 2023 to March 31, 2023.

Recommendation:

Ratify the Warrants for the period March 1, 2023 to March 31, 2023 in the amount of \$1,612,116.13.

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 Regular meeting of March 20, 2023.

B. Approval of the Request for Proposals (RFP) 2023-02 and Authorization to Bid for Janitorial Services for City Facilities (Development Services)

This item facilitates the solicitation of bids for contractual services to secure janitorial services for City facilities.

Recommendation:

1. Approve the Request for Proposals (RFP) 2023-02 Janitorial Services for City Facilities; and,

2. Authorize Staff to advertise and solicit bid proposals.

C. Amendment No. 9 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement (Development Services)

This item seeks approval of Amendment No. 9 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance Services until December 31, 2023. The current Professional Services Agreement (PSA) expires on June 30, 2023.

Recommendation:

Authorize the Mayor to execute Amendment No. 9 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring December 31, 2023.

11. DISCUSSION ITEM

A. Community Outreach and Townhall Meetings (Administration)

At the March 20, 2023 Council meeting, Council Members Hibard and Murphy requested an item to discuss additional townhall meetings. This Item seeks direction for the Mayor and City Council related to the City's Community Outreach & Townhall meetings.

Recommendation:

1. Review the City's current schedule of Community and Townhall Meetings; and,

2. Provide direction and comments on potential expansion

B. Guidelines for Projects of Significance (Administration)

This Item seeks direction from the Mayor and City Council related to enhancing the City's notification efforts related to projects of significance in the City.

Recommendation:

1. Review the proposed notification enhancements for projects of significance that are proposed in the City; and,
2. Provide directions and comments on the proposed enhancements

12. 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: April 12, 2023

CITY OF LOS ALAMITOS
A/P Warrants
APRIL 17, 2023

To Ratify

Pages:

1	\$	143,117.37	Warrant	03/09/2023
2-7		204,234.93	Warrant	03/23/2023
8-18		298,398.25	Warrant	03/27/2023
19		1,428.83	Advanced Warrant	03/30/2023
20		8,623.68	March Retirees	03/01/2023
21		202,340.08	Payroll	03/03/2023
22		189,231.80	Benefits & Withholdings	03/03/2023
23		179,631.28	Payroll	03/17/2023
24		93,239.18	Benefits & Withholdings	03/17/2023
25		193,481.30	Payroll	03/31/2023
26		98,389.43	Benefits & Withholdings	03/31/2023
Grand Total	\$	<u>1,612,116.13</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from March 1, 2023 to March 31, 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 10th day of April, 2023

WARRANTS 3/09/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL CITY MANAGEMENT SERVICES	ALL CITY MANAGEMENT SERVIC	GENERAL FUND	TRAFFIC	251.37
	ALL CITY MANAGEMENT SERVIC	GENERAL FUND	TRAFFIC	5,194.98
	ALL CITY MANAGEMENT SERVIC	GENERAL FUND	TRAFFIC	5,284.76
	ALL CITY MANAGEMENT SERVIC	GENERAL FUND	TRAFFIC	5,865.30
			TOTAL:	16,596.41
ANDERSON ELECTRICAL & LIGHTING SERVICE	ANDERSON ELECTRICAL & LIGH	GENERAL FUND	BUILDING MAINTENANCE	1,140.00
			TOTAL:	1,140.00
ATEI COMPANY INC	ATEI COMPANY INC	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,750.00
			TOTAL:	1,750.00
THE BANK OF NEW YORK MELLON TRUST CO.	THE BANK OF NEW YORK MELLO	LAUREL PARK DEBT S	NON-DEPARTMENTAL	61,407.16
			TOTAL:	61,407.16
BARBARA BANNERMAN	BARBARA BANNERMAN	GENERAL FUND	SPECIAL CLASSES	29.25
	BARBARA BANNERMAN	GENERAL FUND	SPECIAL CLASSES	9.75
	BARBARA BANNERMAN	GENERAL FUND	SPECIAL CLASSES	9.75
	BARBARA BANNERMAN	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	58.50
BORDIN SEMMER, LLP	BORDIN SEMMER, LLP	SELF INSURANCE TRU	INSURANCE	999.00
	BORDIN SEMMER, LLP	SELF INSURANCE TRU	INSURANCE	11,291.50
	BORDIN SEMMER, LLP	SELF INSURANCE TRU	INSURANCE	3,699.44
			TOTAL:	15,989.94
CANON FINANCIAL SERVICES, INC.	CANON FINANCIAL SERVICES,	GENERAL FUND	RECREATION ADMINISTRAT	522.84
			TOTAL:	522.84
CARTRIDGE WORLD OF LOS ALAMITOS	CARTRIDGE WORLD OF LOS ALA	GENERAL FUND	COMMUNITY DEVEL ADMIN	132.18
			TOTAL:	132.18
CHARLES ABBOTT ASSOCIATES, INC.	PROFESSINAL SVCS JAN23	GENERAL FUND	COMMUNITY DEVEL ADMIN	595.00
	CHARLES ABBOTT ASSOCIATES,	GENERAL FUND	BUILDING INSPECTION	18,941.65
			TOTAL:	19,536.65
CITY OF CYPRESS	MCP MNTC 7/1-12/31	GENERAL FUND	EMERGENCY PREPAREDNESS	382.66
			TOTAL:	382.66
CLEANSTREET	CLEANSTREET	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
COUNTY OF ORANGE TREASURER-TAX	AFIS FEB23	GENERAL FUND	COMMUNICATIONS TECHNOL	441.00
	OCATS CIRCUIT & SUPPORT FE	GENERAL FUND	COMMUNICATIONS TECHNOL	1,279.33
			TOTAL:	1,714.33
CROSTOWN ELECTRICAL & DATA, INC.	KATELLA & WINNERS CR JULY2	GENERAL FUND	STREET MAINTENANCE	117.00
	KATELLA & NOEL ST JULY22	GENERAL FUND	STREET MAINTENANCE	617.00
	KATELLA AVE & CHERRY ST SE	GENERAL FUND	STREET MAINTENANCE	438.50
	KATELLA AVE & WINNERS CR S	GENERAL FUND	STREET MAINTENANCE	234.00
	KATELLA AVE & WALNUT SEP20	GENERAL FUND	STREET MAINTENANCE	538.11
	KATELLA AVE & CHERRY SEP20	GENERAL FUND	STREET MAINTENANCE	438.75
	KATELLA AVE & WINNERS CR S	GENERAL FUND	STREET MAINTENANCE	409.50
	KATELLA AVE & LEXINGTON SE	GENERAL FUND	STREET MAINTENANCE	234.00
	KATELLA AVE & WALNUT SEP22	GENERAL FUND	STREET MAINTENANCE	127.54
	KATELLA AVE & WINNERS CR S	GENERAL FUND	STREET MAINTENANCE	351.00

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WARRANTS 3/09/2023

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CERRITOS AVE & HUMBOLT OCT	GENERAL FUND	STREET MAINTENANCE	175.50
			TOTAL:	3,680.90
MISC. VENDOR CAROLYN TANAKA	DAY CAMP REGISTRATION	GENERAL FUND	NON-DEPARTMENTAL	301.00
CHIARA SOLAR	HARPIST FOR WEEKEND OF ART	GENERAL FUND	SPECIAL EVENTS	300.00
			TOTAL:	601.00
WORLD TRADE PRINTING COMPANY	BROCHURE CITY HALL ADMIN	GENERAL FUND	ADMINISTRATION	1,468.00
	BROCHURE FOR REC ADM	GENERAL FUND	RECREATION ADMINISTRAT	8,672.81
			TOTAL:	10,140.81

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===== FUND TOTALS =====
10 GENERAL FUND 63,970.27
31 LAUREL PARK DEBT SERVICE 61,407.16
54 SELF INSURANCE TRUST 15,989.94
56 AMERICAN RESCUE PLAN ACT 1,750.00
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GRAND TOTAL: 143,117.37
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WARRANTS 3/23/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CROSSTOWN ELECTRICAL & DATA, INC.	LOS AL BLVD & FARQUHAR OCT	GENERAL FUND	STREET MAINTENANCE	121.32
	LOS AL BLVD & SAUSALITO OC	GENERAL FUND	STREET MAINTENANCE	110.01
	CERRITOS & LOS AL BLVD OCT	GENERAL FUND	STREET MAINTENANCE	150.57
	CERRITOS & LOS AL NOV 22	GENERAL FUND	STREET MAINTENANCE	234.00
	CERRITOS & LOS AL HS NOV22	GENERAL FUND	STREET MAINTENANCE	768.00
	KATELLA & WINNERS CR NOV22	GENERAL FUND	STREET MAINTENANCE	296.11
	KATELLA & LEXINGTON DR NOV	GENERAL FUND	STREET MAINTENANCE	117.00
	BLOOMFIELD & KATELLA NOV22	GENERAL FUND	STREET MAINTENANCE	110.01
	KATELLA & WALNUT NOV22	GENERAL FUND	STREET MAINTENANCE	117.00
	LOS AL BLVD & ROSSMOOR DEC	GENERAL FUND	STREET MAINTENANCE	484.50
	CERRITOS AVE & HUMBOLT DEC	GENERAL FUND	STREET MAINTENANCE	409.50
	LOS AL BLVD & BRADBURY DEC	GENERAL FUND	STREET MAINTENANCE	278.22
	CERRITOS & BLOOMFIELD DEC2	GENERAL FUND	STREET MAINTENANCE	58.50
	KATELLA & LEXINGTON DEC22	GENERAL FUND	STREET MAINTENANCE	292.50
	KATELLA & KAYLOR DEC22	GENERAL FUND	STREET MAINTENANCE	150.57
	CERRITOS & HUMBOLT DEC22	GENERAL FUND	STREET MAINTENANCE	117.00
	TOTAL:			3,814.81
CSMFO	OC CHAPTER MTG JOHN BALDER	GENERAL FUND	FINANCE	30.00
	OC CHAPTER MTG BRANDI VILL	GENERAL FUND	FINANCE	30.00
	TOTAL:			60.00
DARSHINI AITHAL	WATERCOLOR PAINTING-SATURD	GENERAL FUND	SPECIAL CLASSES	371.15
	WATERCOLOR PAINTING-MONDAY	GENERAL FUND	SPECIAL CLASSES	468.65
	TOTAL:			839.80
DELL MARKETING L.P.	DELL MARKETING L.P.	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	9,432.50
	DELL NASPO COMPUTER EQMNT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,133.56
	DELL MARKETING L.P.	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	4,906.84
	APC SMART-UPS BATTERY BACK	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	4,748.38
	DELL MARKETING L.P.	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,857.47
	DELL MARKETING L.P.	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,133.63
	TOTAL:			30,212.38
ECOFERT, INC.	FERTIGATION SVS JAN23	GENERAL FUND	PARK MAINTENANCE	630.00
	TOTAL:			630.00
ELITE DANCE APPAREL	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	200.00
	TOTAL:			200.00
INTEGRITY NEWSPAPER INC.	#127609 PUBLIC NOTICE	GENERAL FUND	PLANNING	320.00
	#127610 PUBLIC NOTICE	GENERAL FUND	PLANNING	295.00
	#127611 PUBLIC NOTICE	GENERAL FUND	PLANNING	300.00
	TOTAL:			915.00
CARRI FOX	LINE DANCE DROP IN 1/18	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE DROP IN 1/25	GENERAL FUND	SPECIAL CLASSES	38.50
	LINE DANCE DROP IN 1/30	GENERAL FUND	SPECIAL CLASSES	10.50
	LINE DANCE DROP IN 2/1	GENERAL FUND	SPECIAL CLASSES	35.00
	LINE DANCE DROP IN 2/8	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE DROP IN 2/15	GENERAL FUND	SPECIAL CLASSES	38.50
	TOTAL:			206.50
GANAHL LUMBER COMPANY	PARK REHAB SUPPLIES	GENERAL FUND	PARK MAINTENANCE	53.61
	PARK REHAB SUPPLIES	GENERAL FUND	PARK MAINTENANCE	16.88
	PARK REHAB SUPPLIES	GENERAL FUND	PARK MAINTENANCE	24.34

WARRANTS 3/23/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FACILITY MNIC	GENERAL FUND	BUILDING MAINTENANCE	144.84
	BUILDING MNIC SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	32.76
	MNIC SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	18.11
	TOTAL:			290.54
HI-WAY SAFETY, INC.	HI-WAY SAFETY, INC.	GENERAL FUND	STREET MAINTENANCE	706.30
	HI-WAY SAFETY, INC.	GARAGE FUND	GARAGE	6,459.20
	TOTAL:			7,165.50
HIRSCH & ASSOCIATES, INC.	HIRSCH & ASSOCIATES, INC.	GENERAL FUND	ADMINISTRATION	10,500.00
	TOTAL:			10,500.00
JARED E. LLOYD	HCE DROP-IN 2/14	GENERAL FUND	SPORTS	80.00
	HCE DROP-IN 1/17	GENERAL FUND	SPORTS	128.00
	HCE DROP-IN 1/12	GENERAL FUND	SPORTS	176.00
	HCE DROP-IN 1/24	GENERAL FUND	SPORTS	96.00
	HCE DROP-IN 1/26	GENERAL FUND	SPORTS	128.00
	HCE DROP-IN 1/31	GENERAL FUND	SPORTS	128.00
	HCE DROP-IN 2/2	GENERAL FUND	SPORTS	160.00
	HCE DROP-IN 2/5	GENERAL FUND	SPORTS	16.00
	HCE DROP-IN 2/7	GENERAL FUND	SPORTS	96.00
	HCE DROP-IN 2/12	GENERAL FUND	SPORTS	48.00
	HCE DROP-IN 2/9	GENERAL FUND	SPORTS	192.00
	HCE BALL HANDLING/SHOOTING	GENERAL FUND	SPORTS	1,207.00
	HCE SHOOTING STARS	GENERAL FUND	SPORTS	72.80
	HCE BALLHANDLING	GENERAL FUND	SPORTS	76.80
	HCE ATTACK SERIES	GENERAL FUND	SPORTS	230.40
	HCE TRAVEL BALL PROGRAM	GENERAL FUND	SPORTS	2,928.00
	TOTAL:			5,763.00
INSTITUTE OF ELECTRICAL ENGINEERING IN	MONTHLY LEASE 3/1/23-2/29/	GENERAL FUND	NON-DEPARTMENTAL	12,000.00
	ONE TIME SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	12,000.00
	TOTAL:			24,000.00
PACIFIC SECURED EQUITIES, INC.	ADMIN FEES MARCH 23	SELF INSURANCE TRU	INSURANCE	1,153.13
	TOTAL:			1,153.13
K&S AIR CONDITIONING, INC.	K&S AIR CONDITIONING, INC.	GENERAL FUND	BUILDING MAINTENANCE	454.00
	K&S AIR CONDITIONING, INC.	GENERAL FUND	BUILDING MAINTENANCE	3,645.00
	TOTAL:			4,099.00
KEVIN & VICKY GARRETT TENNIS, INC.	PEE WEE TUESDAY	GENERAL FUND	SPECIAL CLASSES	224.25
	YOUTH BEGINNING TUESDAY	GENERAL FUND	SPECIAL CLASSES	370.50
	YOUTH BEGINNING WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	185.25
	ADULT BEGINNING WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	143.00
	YOUTH BEGINNING THURSDAY	GENERAL FUND	SPECIAL CLASSES	419.25
	YOUTH INTERMEDIATE THURSDA	GENERAL FUND	SPECIAL CLASSES	282.75
	PEE WEE SATURDAY	GENERAL FUND	SPECIAL CLASSES	445.25
	YOUTH BEGINNING SATURDAY	GENERAL FUND	SPECIAL CLASSES	429.00
	YOUTH INTERMEDIATE SATURDA	GENERAL FUND	SPECIAL CLASSES	325.00
	TOTAL:			2,824.25
KIMBERLY ESMOND	"FROZEN" PRINCESS BALLETT	GENERAL FUND	SPECIAL CLASSES	669.50
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	451.75
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	312.00
	POP STAR HIP HOP	GENERAL FUND	SPECIAL CLASSES	263.25

WARRANTS 3/23/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,696.50
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH FOR POLICE DEPT	GARAGE FUND	GARAGE	405.00
	CAR WASH FOR CODE ENFORCEN	GARAGE FUND	GARAGE	90.00
	CAR WASH FOR RECREATION DE	GARAGE FUND	GARAGE	55.00
	CAR WASH FOR PUBLIC WORKS	GARAGE FUND	GARAGE	45.00
	CAR WASH FOR POLICE DEPT	GARAGE FUND	GARAGE	635.00
			TOTAL:	1,230.00
LANCE, SOLL & LUNGHARD LLP	2022 NON-PROFIT TAX RETURN	GENERAL FUND	FINANCE	1,200.00
			TOTAL:	1,200.00
YING LIU	PORTRAIT WORKSHOP DROP IN	GENERAL FUND	SPECIAL CLASSES	107.25
	PORTRAIT WORKSHOP DROP IN	GENERAL FUND	SPECIAL CLASSES	58.50
	PORTRAIT WORKSHOP DROP IN	GENERAL FUND	SPECIAL CLASSES	87.75
	PORTRAIT WORKSHOP DROP IN	GENERAL FUND	SPECIAL CLASSES	97.50
			TOTAL:	351.00
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	LOS ALAMITOS UNIFIED SCHOO	GENERAL FUND	SPORTS	746.76
	LOS ALAMITOS UNIFIED SCHOO	GENERAL FUND	SPORTS	250.00
	LOS ALAMITOS UNIFIED SCHOO	GENERAL FUND	SPORTS	10,704.58
			TOTAL:	11,701.34
M&N COASTLINE AUTO & TIRE SERVICE	POLICE DEP AUTO REPAIR(48-	GARAGE FUND	GARAGE	179.69
			TOTAL:	179.69
HAD SCIENCE OF W. ORANGE COUNTY	WINTER CAMP	GENERAL FUND	SPECIAL CLASSES	713.70
			TOTAL:	713.70
MAIN STREET MATERIALS	STREET MNTC-POTHOLES	GENERAL FUND	STREET MAINTENANCE	1,801.77
			TOTAL:	1,801.77
MARGA DILL	SMARTPHONES ADVANCES IPHON	GENERAL FUND	SPECIAL CLASSES	48.00
	TECHNOLOGY FOR TRAVELERS	GENERAL FUND	SPECIAL CLASSES	48.00
	DIGITAL SECURITY	GENERAL FUND	SPECIAL CLASSES	48.00
	CUTTING THE CABLE	GENERAL FUND	SPECIAL CLASSES	24.00
	CUTTING THE CABLE	GENERAL FUND	SPECIAL CLASSES	20.00
	5G INTERNET & CELL PHONES	GENERAL FUND	SPECIAL CLASSES	20.00
			TOTAL:	208.00
MARINA MITRI & GEORGE MITRI	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	30.00
			TOTAL:	30.00
ROY SABATOR JR	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	460.00
			TOTAL:	460.00
MARK HERNANDEZ	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,170.00
			TOTAL:	1,170.00
METROPOLITAN WATER DISTRICT OF SO CAL	LEASE CITY PARK-3/1/23-2/2	GENERAL FUND	PARK MAINTENANCE	1,069.24
			TOTAL:	1,069.24
MISC. VENDOR JIM	LAUREL FEILD FEES	GENERAL FUND	NON-DEPARTMENTAL	18.00
JIM	LAUREL LIGHT FEES	GENERAL FUND	NON-DEPARTMENTAL	11.00
DANIEL SKAGGS	COTTONWOOD FIELD FEES REFU	GENERAL FUND	NON-DEPARTMENTAL	12.00
JENNIFER	LAUREL FEILD FEES	GENERAL FUND	NON-DEPARTMENTAL	48.00

WARRANTS 3/23/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JENNIFER	LAUREL LIGHT FEES	GENERAL FUND	NON-DEPARTMENTAL	60.50
JENNIFER	DAY CAMP REGISTRATION REFUND	GENERAL FUND	NON-DEPARTMENTAL	220.00
SIERRA ROOF INC	BUILDING FEE REFUND PERMIT	GENERAL FUND	NON-DEPARTMENTAL	272.20
SIERRA ROOF INC	AUTOMATION REFUND FEE PERMIT	GENERAL FUND	NON-DEPARTMENTAL	61.00
SIERRA ROOF INC	GREEN FEE REFUND PERMIT	GENERAL FUND	NON-DEPARTMENTAL	1.00
SIERRA ROOF INC	SIMP FEE REFUND PERMIT	GENERAL FUND	NON-DEPARTMENTAL	1.01
TRAVEL REIMB	TRAVEL REIMB: E HIBARD	GENERAL FUND	CITY COUNCIL	24.89
DOMAIN NAME SVCS	DOMAIN NAME SVCS:	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	225.00
			TOTAL:	954.60
MUSCO SPORTS LIGHTING, LLC	FIELD LIGHT CONTROLLER 23-	GENERAL FUND	SPORTS	475.00
			TOTAL:	475.00
MV CHENG ASSOCIATES, INC.	ACCOUNTING SVCS DEC2022REV	GENERAL FUND	FINANCE	1,265.00
			TOTAL:	1,265.00
MY FLEET CENTER.COM	PUBLIC WORKS TRUCK MNTC	GARAGE FUND	GARAGE	149.15
			TOTAL:	149.15
NEXUS HOLDING, LLC	NEXUS HOLDING, LLC	GENERAL FUND	BUILDING MAINTENANCE	5,501.14
			TOTAL:	5,501.14
OC YOUTH SPORTS, LLC	8-SPORT MULTI SPORT SPORTB	GENERAL FUND	SPECIAL CLASSES	310.70
			TOTAL:	310.70
ORANGE COUNTY JUMPERS LLC	INFLATABLES SPRING CARNIVA	GENERAL FUND	SPECIAL EVENTS	1,600.00
			TOTAL:	1,600.00
PAPER RECYCLING SPECIALISTS	SHREDDING SVCS 2/15/22	GENERAL FUND	FINANCE	92.00
			TOTAL:	92.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK	GENERAL FUND	PARK MAINTENANCE	580.00
			TOTAL:	580.00
DIANA C. PEREZ	LEARN AND GROW PLAYGROUP	GENERAL FUND	SPECIAL CLASSES	380.25
	SHAPING IT UP WITH ABC'S &	GENERAL FUND	SPECIAL CLASSES	520.00
			TOTAL:	900.25
PIETRINI PIZZA NAPOLETANA, LLC	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	2,280.00
			TOTAL:	2,280.00
PLACEWORKS, INC.	PROFESSIONAL SVCS JAN23	GENERAL FUND	PLANNING	244.80
			TOTAL:	244.80
PLUMBERS DEPOT INC.	STREET MNTC - POTHOLES	GENERAL FUND	STREET MAINTENANCE	2,056.23
			TOTAL:	2,056.23
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	1,322.83
			TOTAL:	1,322.83
MCKENZIE RICKS	SUGAR COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	526.66
			TOTAL:	526.66
SUZANNE ROADY-ROSS	TAI CHI CHIH (BEG/INT)	GENERAL FUND	SPECIAL CLASSES	208.00
			TOTAL:	208.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ROBERTSON INDUSTRIES, INC.	ROBERTSON INDUSTRIES, INC.	GENERAL FUND	PARK MAINTENANCE	4,999.00
			TOTAL:	4,999.00
CHERYL J. SCHNITZER	LINE DANCE DROP IN 1/23	GENERAL FUND	SPECIAL CLASSES	48.75
	LINE DANCE DROP IN 12/12	GENERAL FUND	SPECIAL CLASSES	9.75
	LINE DANCE DROP IN 2/6	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	68.25
SDI PRESENCE LLC	BACKUP SERVER LICENSE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	990.00
	VEEAM ENTERPRISE PLUS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	162.50
	BACKUP CLOUD STORAGE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	98.50
	IT SERVICES DEC22	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	IT SERVICES JAN23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	IRON SCALES SECURITY JAN23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	441.96
	SENTINEL ONE CONTROL JAN23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	358.67
	T&M IT SUPPORT SVCS JAN23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	546.25
			TOTAL:	14,339.88
SEAL BEACH TOFFEE COMPANY	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	10.00
			TOTAL:	10.00
SECURE - A - DOOR	SECTIONAL DOOR IN MNIC SHO	GENERAL FUND	BUILDING MAINTENANCE	2,340.71
			TOTAL:	2,340.71
SHAWN WALTOWER - GUAVA GROOVE	GUAVA GROOVE BEGINNING	GENERAL FUND	SPECIAL CLASSES	44.33
	GUAVA GROOVE INTERMEDIATE	GENERAL FUND	SPECIAL CLASSES	181.35
	KULA A'O UKULELE A HOKULAN	GENERAL FUND	SPECIAL CLASSES	843.70
			TOTAL:	1,069.38
FRITTERS, INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	4,620.00
			TOTAL:	4,620.00
MCLEAN ENTERPRISES, INC.	E-BIKE TRAINING STICKERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	183.54
	WEEKEND OF ART BANNERS	GENERAL FUND	SPECIAL EVENTS	76.48
	DOUBLE YOUR BUCKS HOLIDAY	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,800.96
	DOUBLE YOUR BUCKS MAILER	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,800.96
	LOS AL BUCKS PLUS MAILING	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,800.96
			TOTAL:	5,662.90
SPARKLETT'S DRINKING WATER	WATER - 5 RENTALS	GENERAL FUND	BUILDING MAINTENANCE	364.93
			TOTAL:	364.93
SPORTSWEAR UNLIMITED CORPORATION	SHIRTS FOR STAFF - UNIFORM	GENERAL FUND	SPORTS	1,474.88
			TOTAL:	1,474.88
SIANNA NANETTE SPIEGEL	SPRING CARNIVAL - BAND	GENERAL FUND	SPECIAL EVENTS	600.00
			TOTAL:	600.00
IACO SURF CANTINA INC	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	410.00
			TOTAL:	410.00
RONALD DIZON	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	220.00
			TOTAL:	220.00
TIME WARNER CABLE	CABLE SERVICE	GENERAL FUND	ADMINISTRATION	70.62
	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	39.99

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CABLE SERVICE FEB23	GENERAL FUND	COMMUNICATIONS TECHNOL	139.85
			TOTAL:	250.46
UNITED STATES POSTMASTER	SUMMER 2023 ACTIVITIES GUI	GENERAL FUND	RECREATION ADMINISTRAT	1,817.07
			TOTAL:	1,817.07
V & V MANUFACTURING, INC.	SERGEANT RETIRED BADGE/WAL	GENERAL FUND	POLICE ADMINISTRATION	125.58
			TOTAL:	125.58
KEVIN LE	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,690.00
			TOTAL:	1,690.00
MICHELE M. WILKOSZ	ADVANCED GUITAR DROP IN 1/	GENERAL FUND	SPECIAL CLASSES	11.70
	ADVANCED GUITAR DROP IN 1/	GENERAL FUND	SPECIAL CLASSES	21.45
	ADVANCED GUITAR DROP IN 2/	GENERAL FUND	SPECIAL CLASSES	21.45
	ADVANCED GUITAR DROP IN 2/	GENERAL FUND	SPECIAL CLASSES	25.35
			TOTAL:	79.95
WILLDAN FINANCIAL SERVICES	COST ALLOCATION PLAN 12/31	GENERAL FUND	ADMINISTRATION	1,495.00
	COST ALLOCATION PLAN 01/31	GENERAL FUND	ADMINISTRATION	2,905.00
			TOTAL:	4,400.00
WINDOW RESTORATION ACQUISITION CORP	MUSEUM WINDOW REPLCMNT-FIN	GENERAL FUND	BUILDING MAINTENANCE	1,130.00
			TOTAL:	1,130.00
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY - JAN2023	GENERAL FUND	CITY ATTORNEY	20,814.90
	PROSECUTOR SVCS JAN 2023	GENERAL FUND	CITY ATTORNEY	3,327.40
			TOTAL:	24,142.30
WORLD TRADE PRINTING COMPANY	BROCHURE CITY HALL ADMIN	GENERAL FUND	ADMINISTRATION	1,468.13
			TOTAL:	1,468.13

===== FUND TOTALS =====			
10	GENERAL FUND	133,793.62	
50	GARAGE FUND	8,018.04	
53	TECHNOLOGY REPLACEMENT	44,777.26	
54	SELF INSURANCE TRUST	1,153.13	
56	AMERICAN RESCUE PLAN ACT	16,492.88	
GRAND TOTAL:		204,234.93	

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
2A ENTERPRISES INC	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	160.00
			TOTAL:	160.00
ABRAHAM CAMACHO	WEEKEND OF ART SPEAKER REN	GENERAL FUND	SPECIAL EVENTS	1,007.00
			TOTAL:	1,007.00
ABSOLUTE SIGN, INC	LOS AL LOGO STENCIL	GENERAL FUND	STREET MAINTENANCE	300.45
			TOTAL:	300.45
ADMINSURE	WORKERS COMP CLAIMS ADMIN	SELF INSURANCE TRU	INSURANCE	411.68
			TOTAL:	411.68
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 2/5-2/18	GENERAL FUND	TRAFFIC	5,854.05
	CROSSING GUARDS 2/19-3/4	GENERAL FUND	TRAFFIC	3,218.25
			TOTAL:	9,072.30
ANDERSON ELECTRICAL & LIGHTING SERVICE	BUILDING ELECTRICAL MNIC	GENERAL FUND	BUILDING MAINTENANCE	596.50
			TOTAL:	596.50
ANIMAL PEST MANAGEMENT SERVICES	PEST CONTROL FOR CITY PARK	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
ERIC ARROYO	BACKGROUND: LUKE SOUTH	GENERAL FUND	NON-DEPARTMENTAL	1,800.00
			TOTAL:	1,800.00
ASCAP	SUBSCRIPTION/DUES 50057876	GENERAL FUND	RECREATION ADMINISTRAT	420.00
			TOTAL:	420.00
BARBARA BANNERMAN	YOGA WITH BARBARA DROP IN	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA WITH BARBARA DROP-IN	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	29.25
BERNARDO DANIEL WEEKS	CARICATURES WEEKEND OF ART	GENERAL FUND	SPECIAL EVENTS	200.00
			TOTAL:	200.00
CANON FINANCIAL SERVICES, INC.	BW & CL METER USAGE FEB 20	GENERAL FUND	RECREATION ADMINISTRAT	585.82
			TOTAL:	585.82
CARTRIDGE WORLD OF LOS ALAMITOS	HP LASER PRINTER FUSER MNT	GENERAL FUND	FINANCE	585.81
			TOTAL:	585.81
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SVCS 12/22	GENERAL FUND	NON-DEPARTMENTAL	145.00
	IND & COMM INSPECTIONS 01/	GENERAL FUND	NPDES	644.00
			TOTAL:	789.00
CINTAS CORPORATION NO. 2	FIRST AID CHECK & REFILL	GENERAL FUND	BUILDING MAINTENANCE	737.92
			TOTAL:	737.92
COUNTY OF ORANGE TREASURER-TAX	OC FINGERPRINT AFIS 03/202	GENERAL FUND	COMMUNICATIONS TECHNOL	441.00
			TOTAL:	441.00
COUNTY OF ORANGE-OFFICE OF DIST ATTY	MC VIOLATIONS 10/22-12/22	GENERAL FUND	NEIGHBORHOOD PRESERVAT	275.88
			TOTAL:	275.88
COUNTY OF ORANGE TREASURER-TAX	RADIO SERVICE NOV 2022	GARAGE FUND	GARAGE	849.00
			TOTAL:	849.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CROSSTOWN ELECTRICAL & DATA, INC.	LOS AL BLVD & FLORISTA 02/	GENERAL FUND	STREET MAINTENANCE	893.75
	CERRITOS & BLOOMFIELD 02/2	GENERAL FUND	STREET MAINTENANCE	218.51
	CERRITOS & BLOOMFIELD 02/2	GENERAL FUND	STREET MAINTENANCE	669.00
	LOS AL BLVD & ORANGEWOOD 0	GENERAL FUND	STREET MAINTENANCE	501.00
	TOTAL:			2,281.26
DATA TICKET, INC.	CITATION PROCESSING 02/23	GENERAL FUND	TRAFFIC	815.27
	CITATION PROCESSING 01/23	GENERAL FUND	NEIGHBORHOOD PRESERVAT	250.00
	TOTAL:			1,065.27
DEKRA-LITE	REMOVAL HONOR BANNERS	GENERAL FUND	STREET MAINTENANCE	4,850.50
	TOTAL:			4,850.50
DELL MARKETING L.P.	3 DELL LATITUDE 3420 BTX	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,857.47
	TOTAL:			2,857.47
ECOFERT, INC.	FERTIGATION SVCS 01/23	GENERAL FUND	PARK MAINTENANCE	630.00
	TOTAL:			630.00
ENTERPRISE FM TRUST	MONTHLY LEASE - FEB 2023	GARAGE FUND	GARAGE	6,978.07
	MONTHLY LEASE - MARCH 2023	GARAGE FUND	GARAGE	6,969.32
	TOTAL:			13,947.39
INTEGRITY NEWSPAPER INC.	PUBLIC NOTICE #128545(CUP2	GENERAL FUND	PLANNING	240.00
	TOTAL:			240.00
FIRE SERVICE CORP.	FIRE ALARM/LIFE SAFETY-COM	GENERAL FUND	BUILDING MAINTENANCE	550.00
	FIRE PROTECTION-KITCHEN CO	GENERAL FUND	BUILDING MAINTENANCE	195.20
	TOTAL:			745.20
FIREWORKS & STAGE FX AMERICA, INC.	DEPOSIT FOR 4TH OF JULY	GENERAL FUND	SPECIAL EVENTS	16,750.00
	TOTAL:			16,750.00
FLOCK GROUP INC.	EXTENDED DATA RETENTION 23	POLICE CAPITAL EXP	COMMUNICATIONS TECHNOL	3,600.00
	TOTAL:			3,600.00
CARRI FOX	LINE DANCE DROP-IN 3/1	GENERAL FUND	SPECIAL CLASSES	24.50
	LINE DANCE DROP IN 3/8	GENERAL FUND	SPECIAL CLASSES	35.00
	TOTAL:			59.50
FRONTIER COMMUNICATIONS	PD PHONE LINES-ALARMS 03/2	GENERAL FUND	COMMUNICATIONS TECHNOL	369.13
	TOTAL:			369.13
GALLS / QUARTERMASTER	UNIFORMS FOR CAPTAIN SOUTH	GENERAL FUND	PATROL	479.07
	TOTAL:			479.07
GANAHL LUMBER COMPANY	SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.02
	STREET MNTC SUPPLIES	GENERAL FUND	STREET MAINTENANCE	22.16
	STREET MNTC SUPPLIES	GENERAL FUND	STREET MAINTENANCE	54.32
	STREET MNTC - PARTS	GENERAL FUND	STREET MAINTENANCE	28.32
	STREET MNTC - PARTS	GENERAL FUND	STREET MAINTENANCE	12.78
	STREET MNTC - SUPPLIES	GENERAL FUND	STREET MAINTENANCE	8.28
	STREET SUPPLIES - POTHOLE	GENERAL FUND	STREET MAINTENANCE	47.29
	PARK MNTC - PLAY GYM	GENERAL FUND	PARK MAINTENANCE	52.25
	TOTAL:			243.42

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KRISTIN DIMICELI	ELEVATE - PILATES MAT CLAS	GENERAL FUND	SPECIAL EVENTS	150.00
			TOTAL:	150.00
GEORGE HILLS COMPANY, INC.	ADMIN & CLAIMS FLAT FEES 0	GENERAL FUND	NON-DEPARTMENTAL	1,250.00
			TOTAL:	1,250.00
GOGOV, INC.	COMMDEV 50% SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,980.00
	NBRHD PRES 50% SUBSCRIPTIO	GENERAL FUND	NEIGHBORHOOD PRESERVAT	4,980.00
			TOTAL:	9,960.00
GOLDEN STATE WATER COMPANY	3871 IRR FARQUHAR	GENERAL FUND	STREET MAINTENANCE	71.95
	4102 FARQUHAR IRR	GENERAL FUND	STREET MAINTENANCE	216.06
	3201 KATELLA (IRRIGATION)	GENERAL FUND	STREET MAINTENANCE	197.01
	3251 KATELLA - IRRG	GENERAL FUND	STREET MAINTENANCE	437.78
	3352 KATELLA AVE E/SIBONEY	GENERAL FUND	STREET MAINTENANCE	573.42
	3902 KATELLA (IRR)	GENERAL FUND	STREET MAINTENANCE	280.96
	4772 KATELLA IRR	GENERAL FUND	STREET MAINTENANCE	374.21
	4820 KATELLA IRR	GENERAL FUND	STREET MAINTENANCE	357.25
	10703 LOS AL BLVD IRR	GENERAL FUND	STREET MAINTENANCE	291.67
	11093 LOS ALAMITOS IRR	GENERAL FUND	STREET MAINTENANCE	80.43
	11175 LOS ALAMITOS IRR	GENERAL FUND	STREET MAINTENANCE	94.95
	11442 LOS ALAMITOS IRR	GENERAL FUND	STREET MAINTENANCE	167.04
	11642 LOS ALAMITOS (PARKWA	GENERAL FUND	STREET MAINTENANCE	97.38
	11731 LOS ALAMITOS (PARKW	GENERAL FUND	STREET MAINTENANCE	103.42
	117352 LOS ALAMITOS (PARK	GENERAL FUND	STREET MAINTENANCE	317.79
	10921 FP OAK (BURM)	GENERAL FUND	STREET MAINTENANCE	30.24
	12051 PASEO BONITA	GENERAL FUND	STREET MAINTENANCE	80.43
	10786 REAGAN	GENERAL FUND	STREET MAINTENANCE	71.95
	10961 REAGAN	GENERAL FUND	STREET MAINTENANCE	76.18
	3461 ROSSMOOR WAY (PARKWAY	GENERAL FUND	STREET MAINTENANCE	101.62
	3521 ROSSMOOR WAY	GENERAL FUND	STREET MAINTENANCE	71.95
	12192 SEAL BEACH/LOS AL PR	GENERAL FUND	STREET MAINTENANCE	88.91
	10482 SIERRA CR (8 HOUSE B	GENERAL FUND	STREET MAINTENANCE	38.46
	3662 KEMPTON (LEWIS PARK)	GENERAL FUND	PARK MAINTENANCE	518.32
	1092 BLOOMFIELD (LAURELPA	GENERAL FUND	PARK MAINTENANCE	255.52
	1092 BLOOMFIELD (LAUREL PA	GENERAL FUND	PARK MAINTENANCE	225.85
	CERRITOS/LOS AL IRR (MEDIA	GENERAL FUND	PARK MAINTENANCE	76.23
	4401 HOWARD ST(LABOURDETTE	GENERAL FUND	PARK MAINTENANCE	272.47
	5242 KATELLA/WALLINGSFORD	GENERAL FUND	PARK MAINTENANCE	225.85
	10822 PINE (PINE PARK)	GENERAL FUND	PARK MAINTENANCE	93.15
	10750 BLOOMFIELD (MCAULIFF	GENERAL FUND	PARK MAINTENANCE	531.03
	3191 KATELLA (CITY HALL)	GENERAL FUND	BUILDING MAINTENANCE	307.22
	10911 OAK (COMM CTR)	GENERAL FUND	BUILDING MAINTENANCE	412.35
			TOTAL:	7,139.05
HAZ RENTAL CENTER, LLC	WEEKEND OF ART STAGE 3/17	GENERAL FUND	SPECIAL EVENTS	756.73
			TOTAL:	756.73
HOLIDAYGOO, INC.	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	1,553.54
			TOTAL:	1,553.54
JARED E. LLOYD	HCE DROP-IN 2/16	GENERAL FUND	SPORTS	160.00
	HCE DROP-IN 2/19	GENERAL FUND	SPORTS	432.00
	HCE DROP-IN2/21	GENERAL FUND	SPORTS	48.00
	HCE DROP-IN 2/23	GENERAL FUND	SPORTS	112.00
	HCE DROP-IN 2/26	GENERAL FUND	SPORTS	304.00

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VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
		HCE DROP-IN 2/28	GENERAL FUND	SPORTS	128.00
		HCE DROP-IN 3/5	GENERAL FUND	SPORTS	336.00
		HCE DROP-IN 3/2	GENERAL FUND	SPORTS	224.00
		HCE DROP-IN 3/7	GENERAL FUND	SPORTS	128.00
		HCE BALL-HANDLING/SHOOTING	GENERAL FUND	SPORTS	1,610.40
		HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	168.80
		HCE ATTACK SERIES	GENERAL FUND	SPORTS	76.80
		HCE TRAVEL BALL PROGRAM	GENERAL FUND	SPORTS	2,192.00
				TOTAL:	5,920.00
WHG RESTAURANT GROUP, INC.		LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE FL NON - DEPARTMENTAL	TOTAL:	2,080.00
					2,080.00
KONICA MINOLTA PREMIER		COPIER LEASE - ADMIN FRONT	GENERAL FUND	FINANCE	576.46
		COPIER LEASE - FIN 3/20-4/	GENERAL FUND	FINANCE	472.00
				TOTAL:	1,048.46
JOSE MARTINEZ DBA LA HERRADURA MOBIL D		CAR WASH FOR POLICE DEPT	GARAGE FUND	GARAGE	590.00
				TOTAL:	590.00
LANCE JACKSON		BAND FOR SENIOR PROM 2023	GENERAL FUND	NON-DEPARTMENTAL	1,500.00
				TOTAL:	1,500.00
LAURA COLE		MONTHLY CONTRACT FEE 03/23	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
				TOTAL:	3,000.00
LEAGUE OF CALIFORNIA CITIES		LOCC CONFERENCE - CHET SIM	GENERAL FUND	ADMINISTRATION	625.00
				TOTAL:	625.00
YING LIU		PORTRAIT WORKSHOP DROP-IN	GENERAL FUND	SPECIAL CLASSES	87.75
		PORTRAIT WORKSHOP DROP-IN	GENERAL FUND	SPECIAL CLASSES	58.50
		PORTRAIT WORKSHOP DROP-IN	GENERAL FUND	SPECIAL CLASSES	87.75
		PORTRAIT WORKSHOP LIVE	GENERAL FUND	SPECIAL EVENTS	100.00
				TOTAL:	334.00
LOWE'S		SUPPLIES	GENERAL FUND	PARK MAINTENANCE	279.54
				TOTAL:	279.54
M&N COASTLINE AUTO & TIRE SERVICE		VEHICLE MNIC 2021DODGE CHA	GARAGE FUND	GARAGE	103.00
		VEHICLE MNIC PW FORD TRUCK	GARAGE FUND	GARAGE	796.15
				TOTAL:	899.15
MICHELLE MULLER		TUITION REIMBURSEMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	909.00
				TOTAL:	909.00
MIKE RAAHAUGES SHOOTING ENTERPRISES		PISTOL RANGE	GENERAL FUND	PATROL	75.00
				TOTAL:	75.00
MISC. VENDOR		JESSICA CHAVARRIA: REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.59
	JESSICA CHAVARRIA	DAY CAMP REGISTRATION	GENERAL FUND	NON-DEPARTMENTAL	301.00
	CAROLYN TANAKA	LAUREL FIELD FEES	GENERAL FUND	NON-DEPARTMENTAL	36.00
	JIM BERTHON	LAUREL LIGHT FEES	GENERAL FUND	NON-DEPARTMENTAL	22.00
	JIM BERTHON	NATHALIE NGUYEN: REFUND	GENERAL FUND	NON-DEPARTMENTAL	225.00
	NATHALIE NGUYEN	BARRY: CITATION REIMBURSED	GENERAL FUND	NON-DEPARTMENTAL	40.00
	JOHN BARRY	LAUREL FIELD FEES	GENERAL FUND	NON-DEPARTMENTAL	31.50
	LAHS GIRLS SOFTBALL	LAUREL FIELD PREP FEES	GENERAL FUND	NON-DEPARTMENTAL	30.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LOIS ANNE DEFOREST	LOIS ANNE DEFOREST: REFUND	GENERAL FUND	NON-DEPARTMENTAL	350.00
SAMALY SIM	TENNIS REGISTRATION REFUND	GENERAL FUND	NON-DEPARTMENTAL	54.00
SAMANTHA TURPIN	EXERCISE CLASS REFUND	GENERAL FUND	NON-DEPARTMENTAL	78.00
EMILY HIBARD	EMILY HIBARD: REFUND	GENERAL FUND	CITY COUNCIL	24.89
TRISHA MURPHY	TRISHA MURPHY: REIMBURSEME	GENERAL FUND	CITY COUNCIL	154.06
NIC CANO	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	110.00
PERFORMANCE TACKLE	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	270.00
	TOTAL:			1,735.04
MV CHENG ASSOCIATES, INC.	ACCOUNTING SVCS FOR FEB 20	GENERAL FUND	FINANCE	5,783.75
	TOTAL:			5,783.75
NEWPORT EXTERMINATING	EXTERIOR TREATED PEST PAIR	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL/BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL/BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			295.00
NEXUS HOLDING, LLC	COMMUNITY CTR FRONT DOOR	GENERAL FUND	BUILDING MAINTENANCE	10,216.39
	TOTAL:			10,216.39
NORTH STAR LAND CARE	LANDSCAPE MNTC 02/23	GENERAL FUND	PARK MAINTENANCE	7,079.66
	LANDSCAPE ADDED MNTC 02/23	GENERAL FUND	PARK MAINTENANCE	2,426.00
	TOTAL:			9,505.66
ORANGE COAST PLUMBING	ADA TOILET REPAIR CC	GENERAL FUND	BUILDING MAINTENANCE	9,815.40
	TOTAL:			9,815.40
ORKIN SERVICES OF CALIFORNIA, INC.	BLDG MNTC JAN 2023	GENERAL FUND	BUILDING MAINTENANCE	120.00
	TOTAL:			120.00
PACIFIC SALES KITCHEN AND BATH CENTERS	PD REFRIGERATOR	POLICE CAPITAL EXP	COMMUNICATIONS TECHNOL	20,125.53
	TOTAL:			20,125.53
PACIFIC TELEMAGEMENT SERVICES	POLICE PAY PHONE 03/23	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
	TOTAL:			43.00
PAPER RECYCLING SPECIALISTS	SHREDDING SVCS 3/8/23	GENERAL FUND	FINANCE	92.00
	TOTAL:			92.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK CTINWD PR	GENERAL FUND	PARK MAINTENANCE	580.00
	TOTAL:			580.00
PETTY CASH	ENTERTAINMENT-MAGICIAN	GENERAL FUND	NON-DEPARTMENTAL	100.00
	MILEAGE REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	3.25
	ENTERTAINMENT-POLKA SOLOIS	GENERAL FUND	NON-DEPARTMENTAL	100.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPECIAL EVENTS SUPPLIES	GENERAL FUND	SPECIAL EVENTS	55.00
	TOTAL:			318.25
PINNACLE HEALTHCARE MEDICAL GROUP	PRE EMPLOYMT A.DIAZ	GENERAL FUND	NON-DEPARTMENTAL	110.00
	PRE EMPLOYMT C.KHEANG	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PRE EMPLOYMT G.GUIJARRO	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PRE EMPLOYMT K.PRECIADO	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PRE-EMPLOYMT - K.VILLALUNA	GENERAL FUND	NON-DEPARTMENTAL	50.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	310.00
PROGRESSIVE SELECT INSURANCE COMPANY	CLAIM SETTLEMENT ASO RT SM SELF INSURANCE TRU	INSURANCE		6,952.15
			TOTAL:	6,952.15
REDFLEX TRAFFIC SYSTEMS, INC.	FEB 23 KATELLA&LAB/AT&T IN	GENERAL FUND	TRAFFIC	10,502.16
			TOTAL:	10,502.16
RICHARD MURRIETTA	YEARLY BACK FLOW TESTING C	GENERAL FUND	PARK MAINTENANCE	1,925.00
			TOTAL:	1,925.00
CHERYL J. SCHNITZER	LINE DANCE DROP IN12/12	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	9.75
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS SALINAS/COR	GENERAL FUND	PATROL	177.42
	WEEKEND OF ART BACK STAGE	GENERAL FUND	RECREATION ADMINISTRAT	284.05
	REC PRINTED BANNER - EVENT	GENERAL FUND	RECREATION ADMINISTRAT	88.77
	CC DAY CAMP/AQUATICS STORA	GENERAL FUND	RECREATION ADMINISTRAT	38.23
	CC DAY CAMP/AQUATICS STORA	GENERAL FUND	AQUATICS	38.24
	CC DAY CAMP/AQUATICS STORA	GENERAL FUND	DAY CAMP	38.24
	YOUTH TRACK & FIELD BANNER	GENERAL FUND	SPORTS	213.00
	SPRING CARNIVAL BANNERS	GENERAL FUND	SPECIAL EVENTS	284.05
			TOTAL:	1,162.00
SPARKLETT'S DRINKING WATER	SPARKLETT'S 5 RENTALS	GENERAL FUND	BUILDING MAINTENANCE	410.71
			TOTAL:	410.71
SPECTRUM SECURITY GROUP, LLC	PARK MNTC CTINWD RESTROOM	GENERAL FUND	BUILDING MAINTENANCE	200.00
			TOTAL:	200.00
ST. OF CALIFORNIA DEPT. OF JUSTICE	FEB 2023 LIVESCAPS	GENERAL FUND	NON-DEPARTMENTAL	260.00
	FINGER PRINT - CHRISTIN CL	GENERAL FUND	NON-DEPARTMENTAL	32.00
			TOTAL:	292.00
SUPERIOR PAVEMENT MARKINGS, INC.	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	3,750.00
	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	354.40
			TOTAL:	4,104.40
TERRA NOVA PLANNING & RESEARCH, INC	HOUSING ELEMENT UPDATE 2/2	GENERAL FUND	PLANNING	4,071.45
			TOTAL:	4,071.45
THALES CONSULTING INC.	ANNUAL STREET REPORT FY22	GENERAL FUND	FINANCE	1,365.00
			TOTAL:	1,365.00
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES JAN 2023	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
	CONTRACT SERVICES FEB 2023	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
	CONTRACT SVCS MARCH 2023	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
			TOTAL:	3,300.00
WEST PUBLISHING CORPORATION	DETECTIVES FEB 2023	GENERAL FUND	INVESTIGATION	313.27
			TOTAL:	313.27
TIME WARNER CABLE	FIBER INTERNET MARCH23	GENERAL FUND	ADMINISTRATION	1,734.00
	CITY HALL PHONE MARCH23	GENERAL FUND	PATROL	489.99
	CABLE SVCS 3/2/23-4/1/23	GENERAL FUND	COMMUNICATIONS TECHNOL	139.85
			TOTAL:	2,363.84

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
J.S. BANK	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	27.17
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	97.06
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	95.01
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	15.28
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	15.28
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	153.77
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	23.96
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	165.94
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	29.95
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	19.99
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	11.98
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	208.93
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	12.29
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	149.67
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	17.97
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	206.72
	DINE & DOUGH LUNCH ENTERTA	GENERAL FUND	NON-DEPARTMENTAL	104.00
	SENIOR PROM	GENERAL FUND	NON-DEPARTMENTAL	21.54
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	116.25
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	96.46
	DINE & DOUGH LUNCH	GENERAL FUND	NON-DEPARTMENTAL	17.97
	COUNCIL MEMBER ACADEMY	GENERAL FUND	CITY COUNCIL	675.00-
	TRAINING	GENERAL FUND	CITY COUNCIL	1,500.00
	TRAINING	GENERAL FUND	CITY COUNCIL	475.00
	TRAINING	GENERAL FUND	CITY COUNCIL	475.00
	TRAINING	GENERAL FUND	CITY COUNCIL	475.00
	2/3/23 ROYAL GALA (DOBY)	GENERAL FUND	CITY COUNCIL	170.00
	1/23/23 COUNCIL MEETING ME	GENERAL FUND	CITY COUNCIL	127.99
	2/3/23 ROYAL GALA (HASSEBR	GENERAL FUND	CITY COUNCIL	170.00
	NAME PLATE	GENERAL FUND	CITY COUNCIL	15.14
	NAME PLATE	GENERAL FUND	CITY COUNCIL	15.14
	OFFICE SUPPLIES	GENERAL FUND	CITY COUNCIL	15.63
	THE PLAQUE PLATE (O'CONNEL	GENERAL FUND	CITY COUNCIL	16.55
	SUPPLIES (REFUND)	GENERAL FUND	CITY COUNCIL	47.50-
	BUSINESS CARDS (HASSELBRINK	GENERAL FUND	CITY COUNCIL	51.43
	ACC-OC TRAINING (MURPHY/HI	GENERAL FUND	CITY COUNCIL	50.00
	RESTOCK COUNCIL REFRESHMEN	GENERAL FUND	CITY COUNCIL	47.99
	OC TAX ELECTED OFFICIAL MI	GENERAL FUND	CITY COUNCIL	100.00
	AMERICAN AWARDS	GENERAL FUND	CITY COUNCIL	1,500.00
	3 ADMIN SVCS ANNUAL ZOOM L	GENERAL FUND	CITY COUNCIL	421.38
	MONTHLY SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	52.98
	SUPPLIES	GENERAL FUND	ADMINISTRATION	64.81
	SUPPLIES	GENERAL FUND	ADMINISTRATION	16.34
	SUPPLIES	GENERAL FUND	ADMINISTRATION	65.52
	SUPPLIES	GENERAL FUND	ADMINISTRATION	217.41
	CM SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	10.00
	DOCUSIGN	GENERAL FUND	ADMINISTRATION	65.00
	COPY PAPER - FIN	GENERAL FUND	ADMINISTRATION	245.77
	POSTAGE	GENERAL FUND	FINANCE	9.65
	SUPPLIES	GENERAL FUND	FINANCE	36.43
	ESRI REPORTS	GENERAL FUND	FINANCE	50.00
	SUPPLIES	GENERAL FUND	FINANCE	31.68
	FIN ANNUAL ZOOM LICENSE	GENERAL FUND	FINANCE	140.46
	COPY PAPER - ADMIN	GENERAL FUND	FINANCE	245.76
	APPRECIATION HUGS	GENERAL FUND	POLICE ADMINISTRATION	100.46
	2 POLICE ANNUAL ZOOM LICEN	GENERAL FUND	POLICE ADMINISTRATION	280.92

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES RETIREMENT CELEBR	GENERAL FUND	POLICE ADMINISTRATION	49.54
	TABLECLOTHS	GENERAL FUND	POLICE ADMINISTRATION	40.00
	SUPPLIES RETIREMENT CELEBR	GENERAL FUND	POLICE ADMINISTRATION	71.83
	PRINTER	GENERAL FUND	POLICE ADMINISTRATION	527.96
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	6.54
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	115.66
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	98.28
	COPY PAPER - POLICE	GENERAL FUND	POLICE ADMINISTRATION	245.77
	EMPLOYEE LUNCHEON	GENERAL FUND	POLICE ADMINISTRATION	211.52
	CORPORAL BOOKS	GENERAL FUND	POLICE ADMINISTRATION	632.16
	FINGERPRINTS	GENERAL FUND	POLICE ADMINISTRATION	147.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00
	RETIREE AWARDS	GENERAL FUND	POLICE ADMINISTRATION	139.00
	ORAL PANEL LUNCH	GENERAL FUND	POLICE ADMINISTRATION	158.46
	LODGING FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	205.30
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00
	ARSENAL	GENERAL FUND	PATROL	497.73
	ARSENAL	GENERAL FUND	PATROL	34.04
	KITCHEN/OFFICE SUPPLIES	GENERAL FUND	PATROL	1,469.37
	OFFICE SUPPLIES	GENERAL FUND	PATROL	30.68
	OFFICE SUPPLIES	GENERAL FUND	PATROL	27.37
	OFFICE SUPPLIES	GENERAL FUND	PATROL	108.12
	LODGING FOR RECRUITS	GENERAL FUND	PATROL	615.85
	LODGING FOR RECRUITS	GENERAL FUND	PATROL	615.85
	OFFICE SUPPLIES	GENERAL FUND	PATROL	85.91
	MONTHLY SUBSCRIPTION	GENERAL FUND	INVESTIGATION	25.95
	STREET SUPPLY WORK GLOVES	GENERAL FUND	RECORDS	105.96
	PROPERTY TRAINING	GENERAL FUND	RECORDS	50.00
	PROPERTY/EVIDENCE CONF	GENERAL FUND	RECORDS	300.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	12.66
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	12.66
	FLIGHT SRO CONFERENCE	GENERAL FUND	YOUTH SERVICES	596.90
	OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	62.68
	OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	40.40
	YOU TUBE TV 01/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	64.99
	DS SUPPLIES 01/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	7.38
	DS SUPPLIES 01/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	76.92
	DS SUPPLIES 01/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	8.71
	ENVELOPES/LABELS TOM OLIVE	GENERAL FUND	COMMUNITY DEVEL ADMIN	64.90
	TICKETS RON NODA	GENERAL FUND	COMMUNITY DEVEL ADMIN	300.00
	DS SUPPLIES 02/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	283.02
	PW OFFICE FILE CABINET	GENERAL FUND	COMMUNITY DEVEL ADMIN	188.28
	3 DEV SVCS ANNUAL ZOOM LIC	GENERAL FUND	COMMUNITY DEVEL ADMIN	421.38
	ROTARY LUNCHEON	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.00
	LUNCHEON/MTG CEAOC	GENERAL FUND	COMMUNITY DEVEL ADMIN	100.00
	DS IN SERVICE TRNG	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,595.47
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	150.30
	EXIT MNTG LUNCHEON	GENERAL FUND	COMMUNITY DEVEL ADMIN	65.50
	DEVELOPMENT SVCS TEAM BLDG	GENERAL FUND	COMMUNITY DEVEL ADMIN	36.28
	DEVELOPMENT SVCS SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.49
	LOGO GRAPHIC DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	74.29
	FLAG POLE - COUNCIL CHAMBE	GENERAL FUND	COMMUNITY DEVEL ADMIN	159.45
	FLAG POLE - COUNCIL CHAMBE	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.10
	PW SNACKS/DRINKS 2/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	276.23
	DS SNACKS/DRINKS 2/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	290.06

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PW COFFEE CREAMER	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.95
	FLAG POLE -(RETURN)	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.56-
	COFFEE FOR MARIA GOODBYE	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	BURRITOS FOR MARIA GOODBYE	GENERAL FUND	COMMUNITY DEVEL ADMIN	162.78
	IPAD CASES COUNCIL/COMMISS	GENERAL FUND	COMMUNITY DEVEL ADMIN	99.26
	COPY PAPER - CD	GENERAL FUND	COMMUNITY DEVEL ADMIN	245.77
	PROFESSIONAL TRNG - RILEY	GENERAL FUND	NEIGHBORHOOD PRESERVAT	500.00
	BUILDING & SAFETY BATTERY	GENERAL FUND	BUILDING INSPECTION	14.63
	COPY PAPER - PW	GENERAL FUND	PUBLIC WORKS ADMIN	245.76
	EMPLOYEE UNIFORM-KNIVES	GENERAL FUND	STREET MAINTENANCE	138.98
	STREET MNTC SUPPLIES-GLOVE	GENERAL FUND	STREET MAINTENANCE	56.76
	STREET MNTC SUPPLIES-GLOVE	GENERAL FUND	STREET MAINTENANCE	54.63
	STREET MNTC	GENERAL FUND	STREET MAINTENANCE	63.23
	PARK SUPPLIES - INDUSTRIAL	GENERAL FUND	PARK MAINTENANCE	16.36
	PARK MNTC	GENERAL FUND	PARK MAINTENANCE	529.99
	PARK MNTC - LABORDETTE PAR	GENERAL FUND	PARK MAINTENANCE	127.11
	PARK MNTC - COMM CTR	GENERAL FUND	PARK MAINTENANCE	182.10
	LIGHT BULBS CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	130.01
	BUILDING MNTC -VACUUM FUXE	GENERAL FUND	BUILDING MAINTENANCE	100.15
	TICKETS EMELINE NODA	GENERAL FUND	RECREATION ADMINISTRAT	300.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	28.39
	DTV DIRECT TV SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	60.99
	IN-SERVICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	170.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	61.72
	IN-SERVICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	521.07
	IN-SERVICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	17.99
	IN-SERVICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	20.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	12.93
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	111.97
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	58.76
	OFFICE SUPPLIES(REFUND)	GENERAL FUND	RECREATION ADMINISTRAT	27.99-
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	166.91
	CHAMBER BREAKFAST (AH, EN)	GENERAL FUND	RECREATION ADMINISTRAT	50.00
	ADMIN STAFF TRAINING WILS	GENERAL FUND	RECREATION ADMINISTRAT	210.00
	ADMIN STAFF TRAINING WILS	GENERAL FUND	RECREATION ADMINISTRAT	35.00
	CPRS AWARDS SUBMISSION	GENERAL FUND	RECREATION ADMINISTRAT	75.00
	CPRS VOLUNTEER MERIT AWARD	GENERAL FUND	RECREATION ADMINISTRAT	145.11
	INTERVIEW PANEL PT REC SUP	GENERAL FUND	RECREATION ADMINISTRAT	100.22
	ADMIN STAFF TRAINING SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	188.53
	ADMIN STAFF TRAINING SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	17.92
	ADMIN STAFF TRAINING PRESE	GENERAL FUND	RECREATION ADMINISTRAT	500.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	55.57
	2 REC ANNUAL ZOOM LICENSE	GENERAL FUND	RECREATION ADMINISTRAT	280.92
	STAFF RETREAT - THANK YOU	GENERAL FUND	RECREATION ADMINISTRAT	40.00
	STAFF RETREAT - THANK YOU	GENERAL FUND	RECREATION ADMINISTRAT	40.00
	COPY PAPER - REC	GENERAL FUND	RECREATION ADMINISTRAT	245.77
	IN-SERVICE ACTIVITY SUPPLI	GENERAL FUND	RECREATION ADMINISTRAT	13.01
	PRIME MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	16.38
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	113.60
	SUBSCRIPTION ADOBE CREATIV	GENERAL FUND	RECREATION ADMINISTRAT	599.88
	DUES & SUBSCRIPTIONS	GENERAL FUND	RECREATION ADMINISTRAT	109.99
	DUES & SUBSCRIPTIONS-ADOBE	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	85.00
	DUES & SUBSCRIPTIONS	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	CHAMBERS BREAKFAST	GENERAL FUND	RECREATION ADMINISTRAT	50.00
	TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	550.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DUES & SUBSCRIPTIONS-APPLE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	DUES & SUBSCRIPTIONS-ALEJA	GENERAL FUND	RECREATION ADMINISTRAT	29.99
	DUES & SUBSCRIPTIONS	GENERAL FUND	RECREATION ADMINISTRAT	49.96
	TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	216.84
	ANNUAL RENEWAL MUSIC LICEN	GENERAL FUND	COMMUNITY SERVICES	553.00
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	COMMUNITY SERVICES	29.95
	FAMILY SUPPLIES-DRY CLEANI	GENERAL FUND	COMMUNITY SERVICES	24.00
	FACILITY SUPPLIES - MAT 20	GENERAL FUND	COMMUNITY SERVICES	494.50
	DAY CAMP SUPPLIES 02/2023	GENERAL FUND	DAY CAMP	71.00
	DAY CAMP SUPPLIES 02/2023	GENERAL FUND	DAY CAMP	231.76
	DAY CAMP SUPPLIES 02/2023	GENERAL FUND	DAY CAMP	45.03
	DAY CAMP SUPPLIES 02/2023	GENERAL FUND	DAY CAMP	21.18
	DAY CAMP SUPPLIES 02/2023	GENERAL FUND	DAY CAMP	14.74
	DAY CAMP SUPPLIES 02/2023	GENERAL FUND	DAY CAMP	79.40
	SUMMER DAY CAMP EXCURSIO	GENERAL FUND	DAY CAMP	1,091.00
	SUMMER DAY CAMP EXC DEPOS	GENERAL FUND	DAY CAMP	150.00
	SPRING DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	131.76
	DAY CAMP EXCURSION - KNOTT	GENERAL FUND	DAY CAMP	1,924.00
	SONG TEAM SUPPLIES	GENERAL FUND	SPORTS	116.86
	SONG TEAM SUPPLIES	GENERAL FUND	SPORTS	806.43
	SEASONAL DAY CAMP SUPPLIES	GENERAL FUND	SPORTS	176.92
	SEASONAL DAY CAMP SUPPLIES	GENERAL FUND	SPORTS	207.55
	SONG TEAM LETTERS	GENERAL FUND	SPORTS	112.00
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	57.53
	OFFICE SUPPLIES - DESK CHA	GENERAL FUND	SPECIAL CLASSES	199.64
	PRESCHOOL - FLOWERS	GENERAL FUND	SPECIAL CLASSES	84.66
	PRESCHOOL - WALKIE TALKIES	GENERAL FUND	SPECIAL CLASSES	58.49
	PRESCHOOL - WALL FLYER	GENERAL FUND	SPECIAL CLASSES	29.49
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	21.54
	NEW OFFICE DESK	GENERAL FUND	SPECIAL CLASSES	290.81
	LIL CHEF CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	32.73
	LIL CHEF CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	37.53
	STORAGE BIN REPLACEMENT	GENERAL FUND	SPECIAL EVENTS	83.77
	EVENS - INFO BOOTH BANNER	GENERAL FUND	SPECIAL EVENTS	38.24
	WEEKEND OF ART-BALLOON DEC	GENERAL FUND	SPECIAL EVENTS	12.01
	WEEKEND OF ART - FREE ART	GENERAL FUND	SPECIAL EVENTS	311.23
	WEEKEND OF ART - ART AREA	GENERAL FUND	SPECIAL EVENTS	10.91
	WEEKEND OF ART - ART AREA	GENERAL FUND	SPECIAL EVENTS	58.75
	WEEKEND OF ART - BALLOON D	GENERAL FUND	SPECIAL EVENTS	113.52
	WEEKEND OF ART - ART BINDE	GENERAL FUND	SPECIAL EVENTS	4.37
	WEEKEND OF ART - AWARDS	GENERAL FUND	SPECIAL EVENTS	206.94
	SOUND EQPMT	GENERAL FUND	SPECIAL EVENTS	11.98
	SOUND EQPMT	GENERAL FUND	SPECIAL EVENTS	39.31
	SOUND EQPMT	GENERAL FUND	SPECIAL EVENTS	19.65
	SOUND EQPMNT	GENERAL FUND	SPECIAL EVENTS	32.42
	SOUND EQPMT	GENERAL FUND	SPECIAL EVENTS	97.24
	PW EQPMT - MOUNTING PLATE	GARAGE FUND	GARAGE	142.01
	GAS FOR ARROW BOARD #2	GARAGE FUND	GARAGE	114.75
	IT SUPPLIES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,097.31
	IT SUPPLIES - MONITOR	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	130.96
	CHAMBER TICKET-MEMBER/MILI	AMERICAN RESCUE PL NON	DEPARTMENTAL	25.00
	LOS AL CHAMBER BREAKFAST T	AMERICAN RESCUE PL NON	DEPARTMENTAL	60.00
	TOTAL:			37,627.90
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	50.25
	TOTAL:			50.25

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNITED HOME REMODELING INC.	POLICE DEPT ELECTRIC WORK	GENERAL FUND	BUILDING MAINTENANCE	12,750.00
			TOTAL:	12,750.00
USA WASTE OF CALIFORNIA, INC.	EMPTY STEEL DMS PICKUP WAS	GARAGE FUND	GARAGE	7.42
			TOTAL:	7.42
V & V MANUFACTURING, INC.	2 FORMED BADGE/2 FLAT BADG	GENERAL FUND	POLICE ADMINISTRATION	251.17
	2 FORMED BADGES ESPINOZA/P	GENERAL FUND	POLICE ADMINISTRATION	122.25
	FORMED VOLUNTEER BADGE	GENERAL FUND	EMERGENCY PREPAREDNESS	98.27
			TOTAL:	471.69
VOYAGER FLEET SYSTEMS, INC.	TAX ADJUSTMENT FEB 2023	GARAGE FUND	GARAGE	371.12
	FUEL FEB 2023	GARAGE FUND	GARAGE	9,715.39
			TOTAL:	9,344.27
BEACH FOOD II, LLC	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	640.00
			TOTAL:	640.00
WAXIE'S ENTERPRISES INC.	PARK SUPPLIES - DOG WASTE	GENERAL FUND	PARK MAINTENANCE	1,385.29
	JANITORIAL SUPPLIES BATHRO	GENERAL FUND	BUILDING MAINTENANCE	4,427.96
	BUILDING SUPPLIES - CLEANE	GENERAL FUND	BUILDING MAINTENANCE	146.43
			TOTAL:	5,959.68
WEST COAST ARBORISTS, INC.	22-23 PRUNING (12/1-12/15	GENERAL FUND	PARK MAINTENANCE	25,956.00
	22-23 REMOVAL & REPLACEMEN	GENERAL FUND	PARK MAINTENANCE	1,120.00
	22-23 PARK TREE MNTC	GENERAL FUND	PARK MAINTENANCE	2,000.00
	22-23 REMOVAL & REPLACEMEN	GENERAL FUND	PARK MAINTENANCE	1,620.00
			TOTAL:	30,696.00

===== FUND TOTALS =====			
10	GENERAL FUND	233,984.16	
50	GARAGE FUND	25,893.99	
51	POLICE CAPITAL EXPENSES	23,725.53	
53	TECHNOLOGY REPLACEMENT	4,085.74	
54	SELF INSURANCE TRUST	7,363.83	
56	AMERICAN RESCUE PLAN ACT	3,345.00	

	GRAND TOTAL:	298,398.25	

ADVANCED WARRANT 3/30/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KARL HALL	SPRING CARNIVAL FACE PAINT	GENERAL FUND	SPECIAL EVENTS	1,136.00
			TOTAL:	1,136.00
LOWE'S	LOWE'S REISSUE INVOICE 927	GENERAL FUND	BUILDING MAINTENANCE	73.87
	LOWE'S REISSUE INVOICE 927	GENERAL FUND	BUILDING MAINTENANCE	24.06
			TOTAL:	97.93
MISC. VENDOR	EMILY HIBARD	EMILY HIBARD: REFUND	CITY COUNCIL	36.68
	EMILY HIBARD	EMILY HIBARD: REFUND	ADMINISTRATION	79.11
	RANDALL W HILL	RANDALL W HILL: REFUND	ADMINISTRATION	79.11
			TOTAL:	194.90

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

10	GENERAL FUND	1,428.83
GRAND TOTAL:		1,428.83

Retirees Medical Reimbursement

Date: March 01, 2023

Number of Transactions: 15

Total Batch: \$8,623.68

Payroll 3/3/2023

-----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	20,089.68	12,737.40	0.00	2,150.00	5,202.28	2,732.74	3,539.02	13,817.92
10-512 Finance	8,915.20	7,485.80	0.00	0.00	1,429.40	723.53	1117.17	7,074.50
10-521 Police Administration	24,055.52	19,758.82	0.00	578.20	3,718.50	2,514.48	4,758.02	16,783.02
10-522 Police- Patrol	96,502.06	46,966.34	14,388.12	20,466.18	12,681.42	13,166.13	20,636.73	62,699.20
10-523 Police- Investigation	15,896.22	11,610.40	2,025.70	1,219.20	1,040.92	4,287.40	1,843.81	9,765.01
10-524 Police- Records	9,477.58	5,369.80	104.06	555.00	3,448.72	599.08	1,278.53	7,599.97
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 Progam	5,383.95	3,186.40	1515.47	0.00	682.08	718.33	800.77	3,864.85
10-528 Police- Traffic	2,827.43	0.00	0.00	0.00	2,827.43	106.03	75.80	2,645.60
10-531 Development Services- Administration	29,709.51	13,796.30	0.00	11,486.91	4,426.30	2,535.55	7,141.88	20,032.08
10-532 Development Services- Planning	3,843.24	2,600.64	510.84	288.96	442.80	510.12	783.71	2,549.41
10-533 Development Services- Neighborhood Preservation	4,302.06	2,089.44	97.94	0.00	2,114.68	248.23	547.84	3,505.99
10-542 Development Services- Street Maintenance	8,887.92	4,437.90	262.17	2,390.35	1,797.50	1,503.24	882.94	6,501.74
10-543 Development Services- Park Maintenance	3,500.30	2,254.70	0.00	0.00	1,245.60	601.87	224.28	2,674.15
10-544 Development Services- Facility Maintenance	3,071.60	1,477.28	0.00	422.08	1172.24	376.35	96.59	2,598.66
10-545 Economic Development	2,891.60	2,503.90	0.00	0.00	387.70	194.09	137.94	2,559.57
10-551 Recreation Administration	26,335.28	16,992.90	0.00	4,190.50	5,151.88	4,302.91	3,524.37	18,508.00
10-556 Recreation- Sports	18,521.77	0.00	0.00	664.75	17,857.02	694.58	1,065.81	16,761.38
TOTALS	\$286,818.92	\$154,191.22	\$20,904.30	\$44,412.13	\$67,311.27	\$35,914.34	\$48,564.50	\$202,340.08

REGULAR INPUT: 106 MANUAL INPUT: 0

CHECK STUB COUNT: 1 DIRECT DEPOSIT STUB COUNT: 106

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (Medicare)	\$41,202.85	\$37,119.20
State Taxes	Employee	\$11,445.30	\$4,083.65
ICMA	Employee	\$4,337.81	
Local Police Reserves	Employee		
PD Association	Employee	\$1,415.51	
Local Employees Assoc	Employee	\$260.00	
Nationwide - Full Time	Employee	\$990.00	
Nationwide - PT	Employee/ Employer	\$2,617.28	\$1,409.83
PERS Deferred Comp	Employee	\$1,275.76	
PERS	Employee/ Employer	\$46,628.94	\$18,246.64
AFLAC	Employee	\$123.30	
PERS Medical	Employee/ Employer	\$71,471.81	
Delta Dental PPO	Employer	\$4,036.50	
Delta Dental HMO	Employer	\$401.83	
VSP Vision	Employer	\$920.09	
Standard Self Admin	Employee/ Employer	\$1,834.17	
Standard Life Optional	Employee	\$360.65	
TOTALS		\$189,321.80	\$56,775.67

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABNV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
WCSM	160.00	\$8,030.40	125	I-125	\$630.86		FED W/H	\$249,237.07	\$33,035.55	
REG	3,604.49	\$154,191.22	129	I-129	\$192.31		ST WH CA	\$249,237.07	\$11,445.30	
PTRG	1,538.33	\$30,738.09	AFP	AFLPT	\$45.91		MEDI	\$281,629.54	\$4,083.65	\$4,083.65
PHEO	72.50	\$2,141.28	DCI	DCICM	\$3,617.60					
HOL	325.00	\$14,442.27	DCM	DCICM		\$350.00				
WCEX	-80.00	-\$4,015.20	DCN	DCNW	\$990.00					
OT	16.75	\$877.07	DCP	DCPRS	\$1,275.76					
OTS	237.94	\$19,511.59	DCR	DCIR	\$200.00					
PTOT	6.50	\$214.50	DD1	DFPO1		\$272.25				
STBY	4.00	\$301.14	DD2	DFPO2		\$169.20				
MOT	0.00	\$248.40	DD3	DFPO3		\$634.50				
CAR	0.00	\$1,100.00	DD4	DDMO1		\$15.42				
CELL	0.00	\$880.00	DD5	DDMO2		\$14.62				
PPHC	0.00	\$424.68	DD6	DDMO3		\$123.30				
MEDR	0.00	\$5,950.00	DI%	DCI%	\$82.67					
SPAS	0.00	\$1,681.28	DIS	DISAF	\$15.74					
SPSK	0.00	\$124.72	DLL	DCLIC	\$87.54					
OCWD	0.00	\$375.00	DLP	DCLPE	\$80.22					
OCWE	0.00	\$360.00	LEA	LAEAD	\$260.00					
UNIF	0.00	\$100.00	LIF	LIFE	\$186.31					
UN12	0.00	\$100.00	LTD	A LTD	\$102.37					
RTRO	0.00	\$1,110.53	MED	MDINS	\$6,654.29	\$22,750.59				
ADML	146.00	\$8,392.70	PRB	PRBSB	\$481.97					
COMP	12.33	\$618.84	PN1	PEPME	\$3,258.48					
EAU	42.00	\$2,086.92	PN2	PEPMR		\$3,606.04				
EAA	24.00	\$0.00	PN3	PEPSE	\$6,229.39					
COMA	25.88	\$0.00	PN4	PEPSR		\$6,123.99				
FLHO	28.00	\$1,070.36	POS	POAS	\$1,415.51					
SICK	151.41	\$5,066.43	PRO	PRMS	\$2,019.46					
VAC	60.66	\$2,686.09	PR2	PRSMR		\$7,783.47				
POST2	0.00	\$191.28	PR4	PRSSR		\$11,381.94				
POST4	0.00	\$110.00	PR5	PRSB4	\$1,468.20					
POST6	\$0.00	\$450.00	PR6	PRSAF	\$2,159.16					
POST7	\$0.00	\$2,214.32	PR7	PRMB4	\$1,098.53					
POST8	\$0.00	\$349.22	PR8	PRMAF	\$1,320.19					
POCO	\$315.95	\$15,934.33	PR9	PRSCC	\$685.80					
POVA	\$248.52	\$8,556.46	RTP	RT-PT	1308.64	1308.64				
BILI	\$0.00	\$150.00	SUR	SURVI	\$47.43					
HOT	\$0.00	\$55.00	VS1	VIS1		\$74.48				
			VS2	VIS2		\$45.78				
			VS3	VIS3		\$150.92				
Totals	6,940.26	\$ 286,818.92			\$35,914.34	\$54,805.14		\$ 48,564.50		\$4,083.65

Payroll 3/17/2023

-----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	36.50	13.40	873.30
10-511 City Manager/ City Clerk	19,971.44	17,014.16	0.00	316.95	2,640.33	2,709.49	3,280.16	13,981.79
10-512 Finance	8,705.20	8,555.20	0.00	0.00	150.00	713.40	1104.88	6,886.92
10-521 Police Administration	23,897.28	22,453.48	0.00	393.80	1,050.00	2,514.48	4,715.97	16,666.83
10-522 Police- Patrol	68,760.13	44,760.38	9,243.48	3,840.71	10,915.36	11,595.55	10,961.86	46,202.72
10-523 Police- Investigation	16,263.14	12,351.40	2,544.42	478.20	890.92	4,267.90	1,944.94	10,050.30
10-524 Police- Records	9,816.54	6,479.80	146.50	291.40	2,878.84	612.83	1,275.90	7,927.81
10-526 Police- Community Outreach	1,979.64	0.00	0.00	0.00	1,979.64	74.24	152.24	1,753.16
10-527 Police-Youth Programs	4,695.23	3,596.08	521.55	45.52	532.08	758.01	565.58	3,371.64
10-528 Police- Traffic	2,994.94	0.00	0.00	119.33	2,875.61	112.31	82.91	2,799.72
10-531 Development Services- Administration	19,444.60	15,602.00	387.09	967.60	2,487.91	2,227.92	3,529.05	13,687.63
10-532 Development Services- Planning	3,302.40	3,178.56	0.00	123.84	0.00	510.12	601.56	2,190.72
10-533 Development Services- Neighborhood Preservation	4,174.12	2,321.60	0.00	0.00	1,852.52	247.11	513.54	3,413.47
10-542 Development Services- Street Maintenance	8,688.95	6,896.91	243.45	713.59	835.00	1,503.24	911.48	6,274.23
10-543 Development Services- Park Maintenance	3,566.80	2,222.49	0.00	354.31	990.00	604.37	233.05	2,729.38
10-544 Development Services- Facility Maintenance	2,791.60	2,110.40	0.00	0.00	681.20	376.35	88.17	2,327.08
10-545 Economic Development	2,861.60	2,861.60	0.00	0.00	0.00	194.09	132.58	2,534.93
10-551 Recreation Administration	26,096.88	18,330.80	0.00	5,979.60	1,786.48	4,303.32	3,460.63	18,332.93
10-556 Recreation- Sports	19,591.36	0.00	0.00	220.88	19,370.48	734.67	1,229.97	17,626.72
TOTALS	\$248,525.05	\$169,658.06	\$13,104.89	\$13,845.73	\$51,916.37	\$34,095.90	\$34,797.87	\$179,631.28

REGULAR INPUT: 103 MANUAL INPUT: 0

CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 102

BENEFITS & WITHHOLDINGS

			Employee	Employer	
Fed Taxes	Employee/ Employer (Medicare)	\$30,170.62	\$26,699.42	\$3,471.20	
State Taxes	Employee	\$8,098.45			
ICMA	Employee	\$3,736.61			
Local Police Reserves	Employee				
PD Association	Employee	\$1,355.51			
Local Employees Assoc	Employee	\$240.00			
Nationwide - Full Time	Employee	\$890.00			
Nationwide - PT	Employee/ Employer	\$2,816.10	\$1,409.83	\$1,409.83	
PERS Deferred Comp	Employee	\$1,335.98			
PERS	Employee/ Employer	\$44,595.91	\$17,667.77	\$26,928.14	
AFLAC	Employee				
PERS Medical	Employee/ Employer				
Delta Dental PPO	Employer				
Delta Dental HMO	Employer				
VSP Vision	Employer				
Standard Self Admin	Employee/ Employer				
Standard Life Optional	Employee				
TOTALS		\$93,239.18	\$45,777.02	\$31,809.17	

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABNV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
WCSM	80.00	\$4,015.20	125	I-125	\$595.05		FED W/H	\$212,581.64	\$23,228.22	
REG	3,932.33	\$169,658.06	129	I-129	\$192.31		ST WH CA	\$212,581.64	\$8,098.45	
PTBG	1,679.67	\$33,636.32	APF	AFLPT	\$45.91		MEDI	\$239,394.52	\$3,471.20	\$3,471.20
PHEO	79.00	\$2,331.53	DCI	DCICM	\$3,117.60					
OT	16.00	\$797.04	DCM	DCICM		\$350.00				
OTS	145.49	\$12,307.85	DCN	DCNW	\$890.00					
CAR	0.00	\$1,100.00	DCP	DCPRS	\$1,275.76					
PFHC	0.00	\$560.36	DCR	DCIR	\$100.00					
MEDR	0.00	\$5,600.00	DD1	DFPO1		\$247.50				
SPAS	0.00	\$1,431.84	DD2	DFPO2		\$169.20				
SPSK	0.00	\$124.72	DD3	DFPO3		\$634.50				
OCWD	0.00	\$250.00	DD4	DDMO1		\$15.42				
OCWE	0.00	\$160.00	DD5	DDMO2		\$14.62				
UNIF	0.00	\$100.00	DD6	DDMO3		\$123.30				
UN12	0.00	\$100.00	DI%	DCI%	\$81.47					
RTRO	0.00	\$100.80	DIS	DISAF	\$15.74					
ADML	53.00	\$1,918.82	DLL	DCLIC	\$87.54					
EAA	66.00	\$0.00	DLP	DCLPE	\$80.22					
COMA	9.75	\$0.00	LEA	LAEAD	\$240.00					
FLHO	52.00	\$2,575.79	LIF	LIFE	\$186.31					
SICK	179.25	\$6,828.45	LTD	A LTD	\$102.37					
VAC	48.33	\$2,252.17	MED	MDINS	\$6,654.29	\$22,224.22				
POST2	0.00	\$191.28	PEB	PEBSB	\$481.97					
POST7	0.00	\$2,214.32	PN1	PEPME	\$3,150.42					
POVA	10.00	\$270.50	PN2	PEPMR		\$3,486.46				
			PN3	PEPSE	\$5,794.43					
			PN4	PEPSR		\$5,696.37				
			POS	POAS	\$1,355.51					
			PRO	PRMS	\$1,955.46					
			PR2	PRSMR		\$7,690.27				
			PR4	PRSSR		\$10,055.04				
			PR5	PRSB4	\$965.33					
			PR6	PRSAF	\$2,159.21					
			PR7	PRMB4	\$1,098.53					
			PR8	PRMAF	\$1,331.05					
			PR9	PRSCC	\$685.80					
			RTP	RT-PT	1408.05	1408.05				
			SUR	SURVI	\$45.57					
			VS1	VIS1		\$69.16				
			VS2	VIS2		\$45.78				
			VS3	VIS3		\$150.92				
Totals	6,350.82	\$ 248,525.05			\$34,095.90	\$52,380.81			\$ 34,797.87	\$3,471.20

Payroll 3/31/2023

-----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	18,387.19	17,014.16	0.00	0.00	1,373.03	2,669.10	2,613.28	13,104.81
10-512 Finance	8,555.20	8,555.20	0.00	0.00	0.00	713.40	1102.71	6,739.09
10-521 Police Administration	22,541.40	21,731.92	0.00	0.00	809.48	2,476.28	4,378.95	15,686.17
10-522 Police- Patrol	82,829.72	41,350.00	19,542.32	8,762.00	13,175.40	12,195.54	15,345.63	55,288.55
10-523 Police- Investigation	21,862.02	12,662.47	8,308.43	0.00	890.92	4,260.50	3,116.57	14,484.95
10-524 Police- Records	9,329.76	6,771.20	83.25	0.00	2,475.31	609.87	1,130.12	7,589.77
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 Progam	3,898.19	3,641.60	74.51	0.00	182.08	758.01	328.41	2,811.77
10-528 Police- Traffic	2,774.68	0.00	0.00	0.00	2,774.68	104.05	82.58	2,588.05
10-531 Development Services- Administration	18,663.12	14,384.00	0.00	2,300.56	1,978.56	2,157.08	3,226.07	13,279.97
10-532 Development Services- Planning	3,488.16	3,219.84	185.76	82.56	0.00	510.12	664.13	2,313.91
10-533 Development Services- Neighborhood Preservation	4,174.12	2,321.60	0.00	0.00	1,852.52	247.11	513.54	3,413.47
10-542 Development Services- Street Maintenance	10,660.25	8,261.79	320.13	1,593.33	485.00	1,754.27	1,077.97	7,828.01
10-543 Development Services- Park Maintenance	3,277.30	2,576.80	0.00	0.00	700.50	593.51	194.86	2,488.93
10-544 Development Services- Facility Maintenance	2,791.60	2,110.40	0.00	0.00	681.20	376.35	88.17	2,327.08
10-545 Economic Development	2,861.60	2,861.60	0.00	0.00	0.00	194.09	132.58	2,534.93
10-551 Recreation Administration	26,828.78	18,928.91	0.00	5,529.49	2,370.38	4,352.15	3,258.86	19,217.77
10-556 Recreation- Sports	21,653.88	0.00	0.00	354.50	21,299.38	812.01	1,458.73	19,383.14
TOTALS	\$267,184.97	\$167,314.69	\$28,514.60	\$18,622.44	\$52,733.24	\$34,881.22	\$38,822.45	\$193,481.30

REGULAR INPUT: 107 MANUAL INPUT: 0

CHECK STUB COUNT: 1 DIRECT DEPOSIT STUB COUNT: 107

BENEFITS & WITHHOLDINGS

		Employee	Employer	Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$33,688.68	\$29,945.03		\$3,743.65
State Taxes	Employee	\$8,877.42			
ICMA	Employee	\$3,486.61			
Local Police Reserves	Employee				
PD Association	Employee	\$1,355.51			
Local Employees Assoc	Employee	\$240.00			
Nationwide - Full Time	Employee	\$890.00			
Nationwide - PT	Employee/ Employer	\$3,105.74	\$1,409.83		\$1,409.83
PERS Deferred Comp	Employee	\$1,355.98			
PERS	Employee/ Employer	\$45,266.19	\$17,996.68		\$27,269.51
AFLAC	Employee	\$123.30			
PERS Medical	Employee/ Employer				
Delta Dental PPO	Employer				
Delta Dental HMO	Employer				
VSP Vision	Employer				
Standard Self Admin	Employee/ Employer				
Standard Life Optional	Employee				
TOTALS		\$98,389.43	\$49,351.54		\$32,422.99

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	\$770.05		FED W/H	\$230,267.56	\$26,201.38	
REG	3,934.51	\$167,314.69	129	I-129	\$192.31		ST WH CA	\$230,267.56	\$8,877.42	
PTRG	1,852.19	\$37,991.72	AFP	AFLPT	\$45.91		MEDI	\$258,185.32	\$3,743.65	\$3,743.65
PHEO	68.91	\$2,025.80	DCI	DCICM	\$3,117.60					
OT	11.00	\$589.14	DCN	DCNW	\$890.00					
OTS	320.49	\$27,551.30	DCP	DCPRS	\$1,275.76					
STBY	4.00	\$374.16	DCR	DCIR	\$200.00					
MOT	0.00	\$256.46	DI%	DCI%	\$81.47					
PPHC	0.00	\$560.36	DIS	DISAF	\$15.74					
SPAS	0.00	\$1,431.84	DLI	DCLIC	\$87.54					
SPSK	0.00	\$124.72	DLP	DCLPE	\$80.22					
OCWD	0.00	\$250.00	LEA	LAEAD	\$240.00					
OCWE	0.00	\$160.00	MED	MDINS	\$6,654.29	\$22,733.54				
UNIF	0.00	\$100.00	PBB	FRSBB	\$481.97					
UN12	0.00	\$100.00	PN1	FEPMF	\$3,303.71					
RTRO	0.00	\$2,502.06	PN2	FEPMR		\$3,656.10				
COMP	24.83	\$1,147.81	PN3	FEFSE	\$6,294.39					
EAU	66.00	\$3,510.54	PN4	FEFSR		\$6,187.87				
EAA	6.00	\$0.00	POS	FOAS	\$1,355.51					
COMA	73.88	\$0.00	PRO	FRMS	\$1,955.46					
FLHO	52.33	\$2,208.84	PR2	FRSMR		\$7,690.27				
SICK	151.08	\$5,393.73	PR4	FRSSR		\$10,055.04				
VAC	124.67	\$6,070.22	PR5	FRSB4	\$965.33					
POST2	0.00	\$191.28	PR6	FRSAF	\$2,159.21					
POST7	0.00	\$2,214.32	PR7	FRMB4	\$1,098.53					
POVA	10.00	\$291.30	PR8	FRMAF	\$1,331.05					
BERV	14.00	\$809.48	PR9	FRSCC	\$685.80					
			RTP	RT-PT	\$1,552.87	\$1,552.87				
			SUR	SURVI	\$46.50					
Totals	6,793.89	\$ 267,184.97			\$34,881.22	\$51,875.69			\$ 38,822.45	\$3,743.65

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, March 20, 2023

1. CALL TO ORDER

The City Council met in Regular Session at 6:01 p.m., Monday, March 20, 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
Robert Acosta, Emergency Services Manager
Wayne Byerly, Police Captain
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
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Council Member Hasselbrink led the Pledge of Allegiance.

4. INVOCATION

Council Member Hibard gave the Invocation.

5. PRESENTATIONS

A. Presentation to Sergeant Chris Lee in Recognition of his 17 Years of Service to Law Enforcement
Mr. Lee was not present.

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.

Helen K. requested item 10B be postponed until next month and spoke in opposition to the Lampson project. She submitted documentation regarding conversations between Staff and consultant, Les Johnson. She stated concern there was a potential conflict of interest.

Christine Arfrvdsn, spoke regarding the conversations submitted by Helen, and stated concern for a lack of transparency regarding the Lampson project. She stated opposition to the Lampson Project.

Mayor Doby requested residents trust in the City Council and encouraged everyone to attend Council meetings held on the third Monday of every month at 6:00 p.m. She stated the Council will do everything in its power to ensure the best for the City.

Council Member Hasselbrink asked for and received confirmation that a complete application has not been submitted for the Lampson project. She indicated that there is nothing for the Council to discuss until a complete application has been submitted to the City and at that time, Council will ensure due diligence occurs. She clarified item 10B is the second reading of an Ordinance that was approved at the March Council meeting.

Mayor Doby allowed Helen K. additional time to address the Council.

Helen K. requested the item be postponed as residents were unaware of the item, believed there was no threat to postponing the item, and City had additional time to review the item.

Council Member Hibard and City Manager Simmons briefly discussed the application process to date and preliminary information is available on the City's website.

Council Member Hibard and City Attorney Daudt briefly discussed:

- The submitted conversation had been produced as a Public Records Request
- The Lampson Project was not an item on tonight's agenda
- Cautioned Council from having a discussion at this time
- Clarification on item 10B and advised there was an indirect correlation as the Lampson project was being rezoned as part of a larger rezoning effort and it was not project or site specific
- Public Records Act policy

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 Murphy requested an item be added to a future agenda to discuss the possibility of additional community meetings that would allow the Council to communicate directly with residents. Council Member Hibard agreed with the request.

Council Member Murphy spoke regarding attendance at the Black History Lunch for Future Leaders; OC Tax Lunch; Epson Open House; Chamber Breakfast; Every 15 Minutes Assembly; Americana Awards; Cyber Security for Government Leaders webinar; meetings with Department Heads; and, the retirement event for Sergeant Chriss Lee.

Council Member Hibard spoke regarding attendance at Orange County Sanitation District Board meetings; closing of Los Alamitos Library for improvements; judging at the Weekend of Art; and, read an anonymous email regarding City employees.

Mayor Doby allowed City Manager Simmons to address the email.

City Manager Simmons stated personnel matters related to the City Manager are discussed in Closed Session. Management of Staff falls under the City Managers purview and would be addressed and adjudicated accordingly. City Manager Simmons indicated he would be happy to have the conversation with Council regarding his performance if requested.

Council Member Hasselbrink spoke regarding attendance at the Americana Awards, Los Alamitos Community Foundation Board meeting; judging at the Weekend of Art; Los Alamitos High School Drama presentation of Freaky Friday; Budget Standing Committee meeting, Orange County Fire Authority Open House; OCFA Board meeting; meetings with Assembly Member Tri Ta and Senator Janet Nguyen; and, expressed concern for unvetted personnel issues being discussed in this public forum.

Mayor Pro Tem Nefulda spoke regarding attendance at the All District Choir Festival.

Mayor Doby spoke regarding attendance at Orange County Mosquito and Vector Control District Board Meeting; Weekend of Art; Representative Michelle Steele's Roundtable discussion; Open House for Assembly Member Tri Ta; Americana Awards, Orange County Women's and Leadership Summit; Every 15 Minute Assembly; Ribbon Cutting for BeSpoke; Epson Open House; and, retirement event for Sergeant Chris Lee.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons spoke regarding the following: pulling item 10E due to a

clerical error; future Council items for large project notification guidelines, City Council onboarding, Branding Subcommittee, and various communication tools for additional town hall meetings; the newly launched Employee Wellness Program; potential to expand communications to neighboring cities; facilitated goal setting for City Council; and announced a \$350,000 grant for Labourdette Park.

Recreation and Community Services Director Noda provided an overview of upcoming events, Spring Carnival and Elevate Teen Expo.

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.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council ratified the Warrants for the period February 1, 2023 to February 28, 2023 in the amount of \$1,200,519.84.

Roll Call

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

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.

City Manager Simmons pulled item 10E.

Council Member Hibard pulled item 10B.

Motion/Second: Hasselbrink/Doby

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

A. Approval of Minutes (Administration)

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

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).

The City Council adopted 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.

The City Council adopted 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".

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.

The City Council awarded 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.

The City Council:

1. Awarded the bid for RFP 2022-05; and,
2. Authorized 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.

The City Council rejected of all bids received for Requests for Proposals (RFP) 2022-03 Access Control System.

End of Consent Calendar

Items Pulled from Consent Calendar

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.

City Attorney Daudt summarized the staff report and provided an overview of the process to adopt an Ordinance.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council adopted 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)."

E. Annual Comprehensive Financial Report (Finance)

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

City Manager Simons pulled this item for discussion at a future meeting.

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).

11. DISCUSSION ITEM

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

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

Chief Claborn gave a PowerPoint Presentation and answered questions from the City Council.

City Council and Staff discussed the following:

- Assigned vehicle for the program with a logo
- Minimum age of 18
- Drug testing

City Manager Simmons introduced CERT Member, Ana, and thanked her for her service. Ana showcased the VIP program uniform.

Mayor Doby opened the item for Public Comment. There being no one present wishing to speak, Mayor Doby closed the item for Public Comment.

Motion/Second: Hasselbrink/Murphy

Unanimously Carried: The City Council adopted Resolution No. 2023-10, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A VOLUNTEER IN POLICNG (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.

City Manager Simmons introduced the item. Finance Director Koehler summarized the Staff report and gave a PowerPoint presentation.

The City Council:

1. Reviewed the Mid-year General Fund budget for the Fiscal Year 2022-23, and projection for the Fiscal Year ending June 30, 2023; and,
2. Received and filed the report.

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.

City Manager Simmons summarized the Staff report and answered questions

from the City Council.

City Council and Staff discussed currently the roof was not impacting programming; the community center had limited functionality; the building was originally built in 1972, insured, and had the roof patched in 2018.

Motion/Second: Doby/Hibard

Unanimously Carried: The City Council:

1. Adopted 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. Authorized 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.

Roll Call

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

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)

City Attorney Daudt read item 12A aloud.

RECESS

The City Council recessed into Closed Session at 7:40 p.m.

RECONVENE

The City Council reconvened in Regular Session at 8:19 p.m.

City Attorney Daud stated there was no reportable action.

13. ADJOURNMENT

The City Council adjourned at 8:19 p.m.

Attest:

Tanya Doby, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 17, 2023

ITEM NUMBER: 10B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) 2023-02 and Authorization to Bid for Janitorial Services for City Facilities

SUMMARY

This item facilitates the solicitation of bids for contractual services to secure janitorial services for City facilities.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2023-02 Janitorial Services for City Facilities; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City is seeking a contracted vendor to maintain City facilities, including common areas frequently used by employees and visitors alike. Those facilities include City Hall 1, City Hall 2, the City Council Chamber, the Public Works garage, the Community Center, the Youth Center building, and the Preschool building.

In December 2021, the City released Requests for Proposals (RFP) 2021-11, which solicited bids for janitorial services for City facilities and was ultimately awarded to Joncowest LLC., in February 2022.

In August 2022, Council approved the addition of monthly maintenance services, for the deep cleaning of the large kitchen at the Community Center, as this service was not outlined in the original RFP. As a result of its frequent usage, it was recognized that the area necessitates a deep cleaning to ensure that the facility is kept free of any vermin, insects, and/or rodents.

DISCUSSION

The City's current agreement with Joncowest Inc., is set to expire on August 31, 2023. As a result, the objective is to secure a timely, consistent, and cost-effective janitorial services agreement. In order to provide the best possible maintenance of these areas, a Request for Proposals (RFP) has been prepared to seek proposals from qualified contractors to provide janitorial services.

RFP 2023-02 is intended to solicit bids for routine janitorial cleaning of City facilities and monthly deep cleaning maintenance services of the large kitchen in the Community Center.

Those facilities included in routine janitorial cleaning include: City Hall 1, City Hall 2, City Council Chamber, Community Center, the Youth Center building, Public Works garage, and the Preschool Building. Due to security, the Police Department building's janitorial services will be handled by a staff member from the Public Works division.

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

- Clean restrooms, disinfect, and replenish supplies
- Clean all floors, dust mop and wet mop floors
- Clean all horizontal surfaces, shelves, desks, cabinets, etc.
- Vacuum all carpets
- Take trash out and replace liners
- Monthly high surface dusting in all buildings
- Indoor window cleaning
- Cleaning glass door daily
- Restock paper towels, toilet paper, hand soap, toilet seat covers, and deodorants
- Clean kitchen areas including sinks, wiping down the refrigerator exterior, counter tops, and walls adjacent to prep areas/sink areas

As proposed, this RFP will solicit services for five (5) days a week (Sunday through Thursday) for City Hall 1, City Hall 2, the Council Chamber, the Youth Center building, Public Works garage, and the Preschool Building. Due to its heavy usage for activities and rentals, the Community Center is slated to receive routine service six (6) days a week (Saturday through Thursday).

This RFP will seek services from qualified contractors that have well-trained staff and are subject to regular background checks by the employer. Once a contractor is selected, a contract will be established for a term that will run for two (2) years, with two (2) possible one-year extensions from the established date.

The following is an approximate timeline for the awarding of the contract related to Janitorial Services:

<u>DATE</u>	<u>MILESTONE</u>
• 04/17/23	City Council approval of RFP 2023-02 specifications
• 04/19/23	Advertise project
• 04/26/23	Advertise project
• 05/03/23	Advertise project
• 05/18/23	Bid opening
• 06/19/23	City Council Award of Contract

FISCAL IMPACT

All work to be performed under the proposed Agreement is programmed and appropriated into the FY 2023/2024 budget. Since this will be a multi-year PSA, it is anticipated that future fiscal budgets will provide sufficient funding for this service via Account No. 10.544.5293.

Attachment: 1. RFP 2023-02 - Janitorial Services

City of Los Alamitos



**Request for Proposal (RFP) 2023-02
Janitorial Services for City Facilities
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: April 17, 2023

Deadline/Bid Opening Date:
Must be received by 10:00am
Thursday, May 18, 2023
RFP Available at <http://www.cityoflosalamitos.org>

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SCOPE OF SERVICES	D
PROPOSAL SCHEDULE	E
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SECTION A
NOTICE INVITING SEALED BIDS

JANITORIAL SERVICES FOR CITY FACILITIES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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



NOTICE OF REQUEST FOR PROPOSALS 2023-02

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 AM on Thursday, May 18, 2023.

JANITORIAL SERVICES FOR CITY FACILITIES 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 JANITORIAL SERVICES FOR CITY FACILITIES RFP 2023-02. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of janitorial services for specified City facilities, as described in the scope of work herein.

City of Los Alamitos
Ron Noda
*Deputy City Manager/Development Services
Director*
3191 Katella Avenue
Los Alamitos, CA 90720

*Request for Proposal 2023-02
Janitorial Services
City of Los Alamitos*

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**SECTION B
PROPOSAL RESPONSE REQUIREMENTS**

**JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
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 contract janitorial services for certain City facilities to include: City Hall 1, City Hall 2, Council Chamber, Community Center, Youth Center, Public Works breakroom, Public Works garage offices and the Preschool building. Please note, this will exclude the Police Department building. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

All services provided by the Contractor(s) shall be performed by individuals that 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 are required to complete a job walk site visit with City staff prior to the submittal deadline (appointment required). Job walks can be scheduled to take place between Monday, April 24, 2023 through Monday, May 8, 2023. To schedule a time and date, please contact Management Analyst Michelle Muller via email at mmuller@cityoflosalamitos.org.

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 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 two (2) originals and one (1) Microsoft Word or PDF digital version on a flash drive of the Proposal, in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: Ron Noda
Deputy City Manager/Development Services Director**

*Request for Proposal 2023-02
Janitorial Services
City of Los Alamitos*

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**3191 Katella Avenue
Los Alamitos, CA 90720**

Proposals must be prepared in conformance with the *Section I – Proposals Requirements*, and submitted in a sealed and plainly marked envelope on the outside:

**“SEALED PROPOSALS FOR REQUESTS FOR PROPOSALS (RFP) 2023-02
JANITORIAL SERVICES FOR CITY FACILITIES. DO NOT OPEN WITH
REGULAR MAIL.”**

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, 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 Wednesday, May 10, 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: Contractor Data

*Request for Proposal 2023-02
Janitorial Services
City of Los Alamitos*

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Please submit the following information:

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

C: Proposal

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

1. Letter of Introduction, to include an understanding of the scope of services.
2. The firm's approach to delivering the scope of services.
3. Brief Contractor profile and number of years the firm has been in business.
4. Location of principal office that will be responsible for the implementation of any contracts.
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Contractor(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
6. 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 firm/Contractor 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. Five references to include: entity name, contact name, address and phone number of the organization, length of time services were provided, and a description of the services provided.
9. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory process and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles.
10. 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.
11. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.
12. If contracted in the future, the firm will be required to have commercial general liability insurance including liability at a minimum of one million per occurrence, automobile liability insurance, and worker's compensation. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.
13. 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.**
14. Examples of Work – Provide examples of services or projects that the firm/Contractor and the Staffing team members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
15. Provide a list of five (5) reference who may be contacted to discuss their experience working with the firm/Contractor 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 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 of items which, in its opinion, serves the best interest of the City. Services shall not commence until the Janitorial Services Agreement is executed by the City. Responses to this Request for Proposal become the

property of the City.

Section III - General Conditions

3.1 Authorized Signatures

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

3.2 Award of Proposal

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

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

3.3 Cancellation of Solicitation

The City may cancel this solicitation at any time.

3.4 Compliance with Laws

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

3.5 Contract Documents, Examination Of

It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred

to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

3.6 Costs

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

3.7 Disqualification of Proposer

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

3.8 Interpretation of Request for Proposals

City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. The written request for clarifications shall be submitted no later than Monday, May 01, 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 the Development Services Department via email at mmuller@cityoflosalamitos.org. The requesting party is responsible for prompt delivery of any requests.

When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is

practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

3.9 Irregularities

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

3.10 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.

3.11 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 firms 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 Severability

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

3.17 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.

3.18 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

A. Project description

B. Dates (starting and ending)

C. Technical environment

D. Staff assigned to reference engagement that will be designated for work per this RFP

E. Client project manager's name and telephone number.

3.19 Terms of An Offer

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

3.20 Withdrawal of Proposal

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

SECTION C
BACKGROUND AND PROJECT EXPECTATIONS

JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The City is requesting the services of a janitorial Contractor, which specializes in providing cleaning services for various facilities owned and operated by the City of Los Alamitos. The objectives of the City are to secure a timely, consistent, and cost-effective janitorial service agreement, to ensure clean and safe office facilities for employees and customers doing business with the City.

The City has eight City buildings, which require routine cleaning of offices and restrooms, including carpet vacuuming, window cleaning, dusting, moping, trash take-out and replace liners and the replenishing of toiletries daily. Those building include the following:

City Hall 1, City Hall 2, Council Chamber, Community Center, Youth Center, Public Works breakroom, Public Works garage offices and the Preschool building.

The work covered in these specifications includes furnishing all labor, equipment, some supplies and supervision necessary for complete janitorial services. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in the general janitorial practices will be provided.

The City supports the use of non-hazardous cleaning agents and other safety and environmentally conscious practices. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome.

The Contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. The City reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

The contractor shall render the City facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated." This includes timely removal of trash, dirt, dust, cobwebs and other waste.

The selected Contractor will be required to have well-trained staff throughout the term of this Agreement, and must have all their employees cleaning City property/buildings undergo a recently completed background check provided by the employer – the City may request copies of the background checks conducted at its discretion, and shall be made available within 30 days of the request. Requests not fulfilled within the specified period are subject to liquidated damages.

Changes in the areas serviced and/or specifications may be necessary during the term of this agreement. 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 vendor. If services are requested, the vendor 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.

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 facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. 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.

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.

Security: Contractor's personnel shall not be allowed in the City facilities outside of normal contractor's work hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours specified by the City. All workspaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the Contractor will be furnished by the City to the designated Contractor employee and shall be returned to the City on demand. All exit doors are to remain locked while the Contractor is in the space. The Contractor is not to block open occupant or exterior doors for any reason. The Contractor is not to assist entry of anyone except Contractor, employees or Police/Fire personnel. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures (if applicable). The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

Keys: The Contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

Damages: The Contractor will be responsible for damages to the facility or contents caused by the Contractor or their staff during the performance of their duties.

Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the

Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects, unless otherwise is approved by the City.

Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixture only in the areas where work is in progress and turning off all lights when work is completed.

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 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.

The following is the anticipated scheduled for the awarding of this RFP:

Milestone	Deadline*
Requests for Proposals Made Available	Tuesday, April 18, 2023
Mandatory Site Visit	Monday, April 24, 2023 through Monday, May 8, 2023**
Requests for Inquiries (RFI's) Due	Wednesday, May 10, 2023 at 10 a.m.
Proposal Due at City Hall	Thursday, May 18, 2023 at 10 a.m.
City Review of Proposals	Monday, May 22, 2023 to Thursday, June 1, 2023
City Council Consideration for Awarding	Monday, June 19, 2023

**Dates subject to change at the sole discretion of the City.*

****Mandatory Site Visit**

To schedule a time and date, please contact Management Analyst Michelle Muller via email at mmuller@cityoflosalamitos.org.

All inquiries, questions, and requests for information related to this RFP should be directed to Management Analyst Michelle Müller, via email at mmuller@cityoflosalamitos.org and will only be accepted until Monday, May 10, 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 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 janitorial services for City facilities, 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**

**JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

5.0 SCOPE OF SERVICES

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(s) to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified.

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) for janitorial services of City facilities, as provided in the specifications and in accordance with the tasks and frequencies identified in the RFP.

Unless otherwise specified herein, the Contractor shall provide all supplies, parts, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the janitorial services as described in this RFP.

The City of Los Alamitos (hereinafter referred to as City) invites written proposals for Janitorial Services. The services involve daily cleaning of City offices, buildings, and restrooms. The selected firm must always have personal wear ID badges and uniforms and must have the resources and abilities to maintain a full staff during the term of this Agreement.

The contract will include but not limited to the following:

- Clean restrooms, disinfect and replenish supplies
 - Clean all floors, dust mop and wet mop floors
 - Clean all horizontal surfaces, shelves, desks, cabinets, etc.
 - Vacuum all carpets and rugs
 - Take trash out and replace liners
 - Monthly high surface dusting in all buildings
 - Indoor and outdoor window cleaning
 - Cleaning glass door daily
 - Restock paper towels, toilet paper, hand soap and deodorants as needed, and toilet seat covers
 - Clean kitchen areas including sinks, wiping down refrigerator exterior, counter tops, and walls adjacent to prep areas/sink areas
- A. The Contractor(s) shall provide cleaning services for six (6) nights a week Sunday through Saturday during the term of the Agreement.
- B. The Contractor(s) shall provide adequate personnel for each of the five working nights and maintain a professional appearance while on site.
- C. The Contractor(s) shall make sure all doors to City buildings are closed and locked when leaving the building.

- D. The Contractor(s) shall provide its own cleaners and disinfectant sprays such as Windex and degreasers. The City will provide toilet paper, paper towels, toilet seat covers, hand soap and deodorant when needed.
- E. The Contractor(s) shall maintain a stock of common cleaning equipment such as but not limited to the following: vacuum, cleaning towels, brooms, mop with bucket and duster.
- F. In times of emergency situations, the Contractor(s) shall provide full cooperation with the California Highway Patrol (CHP), the Los Alamitos Police Department, and City representatives.
- G. The Contractor(s) will not represent the City in matter of policy or procedures under this contract, and shall refer all questions or inquiries from the public regarding the term, conditions, policies or procedures to the Director or his designee.

5.1 ROUTINE CLEANING

The selected firm will be required to maintain a high level of cleaning services to all City facilities and restrooms as listed in this RFP.

5.2 MONTHLY CLEANING

The selected Contractor must maintain a monthly cleaning schedule on all high reach areas such as but not limited to light fixtures, windows, ceiling fans, and cabinets.

5.3 ADDITIONAL WORK

- A. The Contractor shall perform additional cleaning duties if requested in advance by the City Manager or his designee. Additional duties are as such but not limited to the following: carpet cleaning, floor stripping and waxing, pressure washing, air duct cleaning and post construction cleaning. All such work will be considered as Additional Work and shall be performed to the satisfaction of the City.
- B. No additional work shall be commenced or undertaken by the Contractor(s) unless and until the work is authorized in writing by the City Manager or his designee. This work shall be performed within a time limit established by the City representative and for a mutual agreed upon price prior to commencement of work.
- C. City shall retain the right to perform any additional work by use of City forces, by negotiated contract, or to advertise such work for bid.

5.3 MEETINGS

The Contractor(s) janitorial services supervisor assigned to the City along with the management team, must be available to meet with the City Manager or his designee on a quarterly basis at the Los Alamitos City Hall or where and when specified by the City to review the previous performance periods. This is to occur at a quarterly basis or as deemed necessary by the City.

5.4 SERVICE CHANGES

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

5.5 DAMAGE CAUSED BY THE CONTRACTOR (LIQUIDATED DAMAGES)

All damages to any City property caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

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

1. Should trained personnel not report to provide the services required by the contract, the City will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the on the Contract or Contractor will be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.
2. Should Contractor fail to perform under the terms of the contract, the City will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of Two Hundred Fifty Dollars (\$250.00) per occurrence will be deducted from payments due the Contractor.
3. Liquidated damages of Two Hundred Fifty Dollars (\$250.00) per occurrence will continue to be deducted from payments due the Contractor until the performance failure is remedied.

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

1. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building;
2. Minor problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location);

3. Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility;
4. Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% deduction of the total monthly contract cost;
5. Inspection reports (completed by City staff) for a one-month period will be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a 10% deduction of the total monthly contract cost on the next payment. (Inspection reports will be discussed weekly between the Contractor and the City such that the Contractor will be informed by the City of the aforementioned process.

These liquidated damages are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

5.6 HOURS AND DAYS OF JANITORIAL SERVICES

Work hours are the following:

A. From 6:00 p.m. to 3:00 a.m., Sunday through Thursday for routine janitorial services

1. City Hall 1
2. City Hall 2
3. Council Chamber
4. Public Works Garage Offices
5. Public Works Break Room
6. The Preschool building
7. Youth Center building

B. From 6:00 p.m. to 3:00 a.m., Sunday through Saturday for routine janitorial services

1. Community Center

C. From 6:00 p.m. to 3:00 a.m., on the last Friday of each month

1. Deep cleaning of the large kitchen in the Community Center

Services are to be completed as specified, unless otherwise agreed upon between the City and the Contractor. The Contractor shall perform work at such times as to minimize disturbance or interference to City employees. Examples are vacuuming, dusting, etc. schedules identifying staff scheduled to work, shall be submitted on a monthly basis – should any changes occur, the City is to be notified via email only.

The Contractor(s) shall perform work in accordance with pre-approved scheduled during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor(s). The Contractor(s) must notify the City's representative(s) of any problems or service

interruptions within a minimum of seventy-two (72) hours. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative(s). Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided herein.

The Contractor(s) shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City.

The basis daily hours of maintenance service shall be:

Saturday through Sunday: 6:00 p.m. to 3:00 a.m.

Certain maintenance tasks may have time restrictions or extended time requirements.

5.7 TERM OF THE AGREEMENT

The term of the Agreement is expected to commence on September 1, 2023. The initial contract/agreement will be for two (2) years with the option to extend services at the sole discretion of the City, for a maximum of two (2) – one (1) year extensions. Any changes to service levels will be mutually agreed upon before any extension is authorized. As part of the agreement, the City of Los Alamitos will reserve the right to select or reject employees and sub-contractors providing services.

A. Termination

Repeated failure to adhere to the provisions of this Agreement may be deemed a material default in performance by the Contractor and ground for termination of the Agreement.

B. Material Default

The following shall be determined to be a material default by the Contractor:

1. Failure to perform its obligations in strict accordance with the Agreement.
2. Financial insolvency or other inability to perform under this Agreement.
3. Making or attempting to make any assignment or transfers of its rights under this Agreement in violation of this Agreement.
4. Failing to provide or maintain in full force and effect the insurance coverage required by this Agreement.
5. Failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement.
6. Any fraud or deceit upon the City or upon persons to whom the Contractor provides services, as determined by a court of law.

7. Violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

C. Obligations Following Termination or Expiration of Agreement

1. Notice of Termination – Timing

If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City's notice; otherwise, the Agreement shall be considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

5.8 SERVICE SCHEDULES

The Contractor(s) shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Said work shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

The Contractor(s) shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review, and if appropriate, approval, within five (5) working days prior to the scheduled time for work.

5.9 COMPANY STAFF

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

- A. The Contractor agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without writer notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

- C. The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City.
- D. 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.
- E. 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.
- F. The Supervisor shall work with the City in planning and scheduling work for completion of tasks and shall be accessible to the City staff via email, phone or in-person as necessary.
- G. The Contractor(s) shall provide sufficient staffing to perform all work in accordance with the specifications set forth herein.

5.10 DRESS CODE AND APPEARANCE

All the Contractor(s) personnel shall wear uniforms bearing the Company name while performing work on this contract. sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked in. No caps with insignias or designs other than the company's logo may be worn, and no caps shall be worn backwards.

The Contractor(s) must require each of its employees to adhere to basic standards of working ethics, and attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform.

The City shall approve the company's uniform. The selected Contractor(s) must provide the City with images of the Company's uniform prior to the start date.

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.

5.11 CONTRACTOR(S) PERSONNEL CONDUCT

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.

5.12 QUALIFICATIONS OF CONTRACTORS

Contractor(s) shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing fleet maintenance services by the use of its own trained and qualified employees and equipment, material, facilities and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

5.13 ENVIRONMENTAL REQUIREMENTS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations. Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

- A. Storm Water Quality Best Management Practices (BMP's) & Self-Certification Form. The selected firm shall be responsible for reading, understanding and abiding by the BMP's attached as part of the award package and signing the self-certification statement at the end of the BMP list. The selected firm will not be permitted to commence work until the Self-Certification statement at the end of the BMP list has been signed and approved by the Development Services Department.

The selected firm must contain all water within the limits of the work-site and shall not allow water run-off to enter the City's storm drain system.

5.14 CONTRACT ENFORCEMENT

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures. At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures. In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

The Contractor(s) or its authorized representative shall meet on the site quarterly, or more, at the discretion and convenience of the City, with an authorized representative of the City for a walk-through inspection and to address any problems or other issues. All scheduled and periodic cleaning

functions shall be completed prior to this meeting.

5.15 CONTRACTOR'S PERFORMANCE

- A. The Contractor will complete all assigned work per the City's standards, to ensure that each assigned facility per this Agreement is maintained to the satisfaction of the City.
- B. The Contractor shall complete a service checklist of work performed for each and all dates of work and submit within five (5) working days of the end of each billing period.
- C. All calls and similar (electronic mail) requests from the City shall be responded to by Contractor within 24-hour of dissemination, with subsequent timeline acceptable by the City for resolution of the subject matter.
- D. As needed, the City's representative and the Contractor shall meet for the purpose of discussing specific service problems. The Contractor shall notify and report to the City all vandalism, potential health and safety hazards, and anything that could be deemed an inconvenience to the general public within a 24-hour period. Such information shall be reported to the Development Services Department via electronic mail.
- E. If the Contractor's conduct, performance, or work does not meet the City's standards, they will be notified in writing and given 24-hours to take any required corrective action. If for any reason the Contractor is unable or unwilling to comply with the demand, the City may take the necessary steps to invoke liquidated damages. Any costs incurred by the City to rectify the deficiency(ies), will be deducted from the Contractor's monthly invoice.

5.16 ADDITIONS/DELETIONS TO SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the Specifications for this RFP.

SECTION E
PROPOSAL SCHEDULE

REQUEST FOR PROPOSAL (RFP) 2023-02
JANITORIAL SERVICES FOR CITY FACILITIES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**SECTION F
PROPOSAL SCHEDULE**

**REQUEST FOR PROPOSAL (RFP) 2023-02
JANITORIAL SERVICES FOR CITY FACILITIES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Schedule A

LOCATION	SQUARE FOOTAGE	FREQUENCY PER WEEK	MONTHLY RATE
City Hall 1	2,280	5	
City Hall 2	2,256	5	
Council Chamber	1,920	5	
Community Center	8,956	6	
The Youth Center	3,419	5	
Public Works Breakroom	1,800	5	
Public Works Garage Offices	1,600	5	
Preschool Building	1,100	5	
		TOTAL	

The Company 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 Total: \$ _____

Schedule B

LOCATION	FREQUENCY	MONTHLY RATE
Community Center – Large Kitchen	Once a month	
	TOTAL	

The Company 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 B Total: \$ _____

Proposal Schedule A & B Total (in word): _____

Company Name of Proposer	Date

SECTION E

**JANITORIAL SERVICES AGREEMENT FOR CITY FACILITIES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**JANITORIAL FOR CITY FACILITIES
REQUESTS FOR PROPOSALS (RFP) 2023-02
[Enter name of Contractor]**

THIS AGREEMENT FOR JANITORIAL SERVICES FOR CITY FACILITIES (“Agreement”) is made and entered into, to be effective this ___th 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 to provide janitorial services for certain City facilities to include: City Hall 1, City Hall 2, Council Chamber, Community Center, Youth Center, Public Works breakroom, Public Works garage offices and the Preschool building.

B. In response to City’s formal Request for Proposals No. 2 0 2 3 - 0 2 (RFP), dated April 17, 2023, 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) RFP No. 2 0 2 3 - 0 2, dated April 17, 2023; 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.

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. 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.

13 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.

14 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.

15 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.

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

2. **COMPENSATION**

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

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

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

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

3. **SCHEDULE OF PERFORMANCE**

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

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

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of

God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of two (2) years, ending on April 17, 2025. Notwithstanding the foregoing, the City may, at its sole discretion, extend the term of this Agreement for up to two (2) additional one-year periods. .

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 subconsultants, 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, subcontractor or subconsultant 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 subconsultant, 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 subconsultant providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

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

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

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

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subcontractors and subconsultants, 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 Contractor authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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 subcontractors 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 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 Contractor 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 subcontractor or subconsultants to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subcontractor or subconsultants 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 subcontractors and subconsultants, 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 subcontractors and subconsultants, 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, subcontractors, 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 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, subcontractors, 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 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 subcontractors and subconsultants 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, subcontractors, 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 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.

Woodruff, Spradlin & Smart, APC

ATTEST:

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: April 17, 2023

ITEM NUMBER: 10C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 9 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement

SUMMARY

This item seeks approval of Amendment No. 9 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance Services until December 31, 2023. The current Professional Services Agreement (PSA) expires on June 30, 2023.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 9 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring December 31, 2023.

BACKGROUND

Bus shelters are an amenity provided at transit stops, providing cover from sun and/or weather, seating, and information about the transit system. The City currently has 19 bus shelter locations operated and maintained by the current contractor, Clear Channel Outdoor Inc. The availability of bus shelters with ad boxes within City limits, provides an avenue for outreach to market City events, display public service announcements, and other information provided by City partners. Clear Channel has provided bus shelters and maintenance services to the City since 1991, with the current Professional Services Agreement (PSA) secured by a Request for Proposals (RFP) in 2006.

Pursuant to the Agreement, Clear Channel purchased and installed 19 new bus shelters at no cost to the City, solicits advertising for display at the shelters, and allows the City a limited use of advertisement space at no cost. Clear Channel also maintains the shelters and benches twice weekly, keeping them free of litter, graffiti, debris, and will sweep, clean, and empty trash receptacles as often as necessary to keep them functional.

In August 2021, staff issued RFP 2021-09 for the solicitation of bids from qualified contractors to construct and install new shelters, provide routine maintenance of all bus shelter locations, and operation of all related-lease advertising, at no cost to the City. In addition, the RFP sought an annual payment to the City for a net percentage of advertising revenue. As proposed, the released RFP prescribed directions to remove and install new shelters at the existing locations, with a potential of seven new shelters.

At the conclusion of the bid opening on September 2, 2021, the City received no bid

responses. While neighboring cities such as Seal Beach and Cypress currently hold contracts with similar specifications and a higher percentage in annual payment than sought in the RFP, the lack of response was due largely to the impact of the COVID-19 pandemic. The City decided at that time to renew with Clear Channel Inc. with the same conditions outlined in the previous agreement.

DISCUSSION

Consequential to the impact of the COVID-19 pandemic, the bus shelter industry has taken a severe hit and has yet to fully recover; therefore, completely shifting the way these service providers respond to solicitations for service.

In an effort to provide additional time to consider all options and to ensure continuity of services, staff seek approval to extend the Agreement for an additional six (6) months, ending on December 31, 2023. Proposed Amendment No. 9 would provide staff time to further assess the item and bring back options at a future meeting for Council to consider.

FISCAL IMPACT

None. Services are provided to the City at no cost under the terms of the agreement.

- Attachment:
1. Amendment No. 9 (2023)
 2. Clear Channel Agreement (2006)

**AMENDMENT No. 9 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**
[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 9 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 17th day of April, 2023 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), with a principal place of business located at 19320 Harborage Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Agreement”), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 8, each of which are incorporated herein by this reference, the Agreement will expire on June 30, 2023 unless extended.

D. City is in the process of re-circulating a formal Request for Proposals (“RFP”) that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RFP process and until a new long-term Bus Shelter License and Maintenance Agreement is secured, City and Contractor desire to extend the term of the Agreement until December 31, 2023, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until December 31, 2023, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

2. Except as expressly modified above, all terms and conditions of the Agreement

shall remain unchanged and in full force and effect.

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

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

“City”
City of Los Alamitos

By: _____
Tanya Doby
Mayor

APPROVED AS TO FORM

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”
Clear Channel Outdoor, LLC

By: _____
Greg McGrath
Senior Vice President and
Regional President, Southern
California

**CITY OF LOS ALAMITOS
BUS SHELTER LICENSE AND MAINTENANCE AGREEMENT
WITH CLEAR CHANNEL OUTDOOR, INC.**

1. PARTIES AND DATES.

This Bus Shelter License and Maintenance Agreement ("Agreement") is made and entered into this 7th day of June, 2006 ("Effective Date"), by and between the City of Los Alamitos, California, a municipal corporation of the State of California ("City") and Clear Channel Outdoor, Inc., a Delaware corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 In 1991, City and Contractor entered into an agreement governing the placement and maintenance of twenty (20) bus shelters ("Existing Shelters"), which agreement is superseded by this Agreement.

2.2 Following a Request for Proposals, the City has determined, pursuant to its authority under Chapters 12.28 and 17.28 of the Los Alamitos Municipal Code, to grant to Contractor a license to place and maintain nineteen (19) advertising bus shelters at designated public locations throughout the City ("New Shelters").

2.3 City desires to obtain the New Shelters without incurring costs and expenses for their construction, installation or maintenance.

2.4 Contractor represents that it is familiar with and is willing and qualified to provide the New Shelters under the terms and conditions hereinafter set forth.

3. Terms.

3.1 Grant of License; Term of Agreement.

3.1.1 Grant of License. City hereby grants to Contractor, on the terms hereinafter described, the right and power to construct, erect, install, illuminate, repair, maintain, advertise in and upon, operate and insure the New Shelters. Additional bus shelter locations may be selected by mutual consent of the parties, pursuant to an authorized amendment to this Agreement.

3.1.2 Term of Agreement. This Agreement shall continue for ten (10) years from the effective date of this Agreement, unless previously terminated as hereafter provided. The City Council and Contractor shall have the right to renew the Agreement for up to five (5) one-year extensions.

3.2 No Compensation to City; Permit Fees.

Since Contractor is bearing one hundred percent (100%) of all construction, installation, maintenance and other costs and expenses under this Agreement, Contractor shall not be required to pay City any compensation in connection with the license granted under this Agreement; provided, however, that this section shall not excuse Contractor from the obligation to pay any applicable normal permit fees necessary for the installation of the New Shelters.

3.3 Removal of Existing Shelters.

Contractor shall remove the above ground portions of all of the Existing Shelters and restore the property to its original condition or, if applicable, to a condition necessary to install the New Shelters.

3.4 Construction and Installation of New Shelters.

Contractor shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms of this Agreement.

3.4.1 Design of Shelters. The design of the New Shelters shall strictly conform to the depictions included in Exhibit "A" attached hereto and incorporated herein by reference. Unless a modification is approved by the City, each New Shelter shall be designed by Tolar Manufacturing, shall be thirteen (13) feet in length with forty-eight (48) inch advertising boxes, and shall be equipped with a customized dome roof style, a perforated metal bench and a pedestal mounted trash receptacle. The Advertising boxes or kiosks shall be mounted on the New Shelters in a fashion which is consistent with the aesthetics and architecture of the New Shelters. The New Shelters shall be designed and manufactured to resist graffiti and vandalism, as well as to accommodate small width sidewalks, so as not to block the view of adjacent businesses from the street, and to accommodate advertising viewing on wider boulevards. Contractor shall be solely responsible for adherence to patent, copyright, and trademark rights of the manufacturer(s).

3.4.2 Location of Shelters. The locations of New Shelters shall be those locations shown in Exhibit "B" attached hereto and incorporated herein by reference. In addition, locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor.

3.4.3 Installation Schedule. Contractor shall order the New Shelters within five (5) business days of the effective date of this Agreement, or of receiving City's selected design for the New Shelters, whichever is later. Contractor shall take delivery of the first New Shelter within sixty (60) days of ordering, and Contractor shall install the first New Shelter within fifteen (15) days from Contractor's receipt of the first New Shelter from the manufacturer. All New Shelters shall be installed and in operation within ninety (90) days of its receipt of the first New Shelter from the manufacturer. If there is any delay in the ordering or installation of any New

Shelter, Contractor shall notify City in writing. Modifications to the installation schedule shall be subject to the approval of the City in its sole but reasonable discretion.

3.4.4 Build-Out Plan. Contractor shall develop a written build-out plan in compliance with the installation schedule provided or in Section 3.4.3. The build-out plan shall specify the timing of installation for each New Shelter, and shall cause the least disruption in service to transit riders. The City will coordinate removal of existing shelters with Contractor and other interested parties. All existing concrete pads and electrical connections may remain intact and will be available for use by Contractor upon request. The build-out plan shall be submitted to the City within thirty (30) days after the effective date of the Agreement. The plan will be approved by the City Engineer prior to the start of installation of the first New Shelter. If Contractor fails to adhere to the build-out plan mutually approved by the City and Contractor for each New Shelter, and the City has not authorized a deviation for that New Shelter, which authorization shall not be unreasonably withheld, conditioned or delayed, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of Twenty-Five Dollars (\$25.00) per shelter for each calendar day of delay in excess of three (3) for that particular shelter.

3.4.5 Permit Requirements. As required or necessary, Contractor shall obtain a separate permit from each applicable governmental entity, including the City, for each New Shelter. The City shall cooperate with Contractor in its efforts to obtain any and all necessary permits. Each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a New Shelter must be accompanied by a plan showing the proposed location of that New Shelter, as well as such other information as the governmental entity may require. The City Engineer shall specify all permit requirements for the City. Contractor shall pay all fees ordinarily assessed by each governmental entity in connection with the issuance of such permits.

3.4.6 Compliance with Applicable Laws. All New Shelters shall be constructed in conformity with all applicable federal, state and local rules, laws and regulations, including, without limitation, the building and electrical codes of the City, as well as the Americans with Disabilities Act. Contractor shall only employ or utilize contractors and other workers who are licensed in California to perform the work to which they are assigned.

3.4.7 Restoration of Public and Private Property. With respect to the installation, removal or relocation of any shelter, Contractor shall be responsible, at its sole cost and expense, to repair and restore the City's property and any surrounding private property, including sidewalks, landscaping and other improvements, caused by such activities. Upon termination or expiration of this Agreement, Contractor shall be required to restore all such property to its original condition at its sole cost and expense; provided, however, that Contractor shall not be required to remove the below ground portions of any of the Existing Structures or New Structures.

3.5 Operation, Repair and Maintenance.

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and servicing of all New Shelters pursuant to the terms of this Agreement.

3.5.1 Contractor's Basic Obligation. Contractor shall maintain all New Shelters in a neat and orderly condition at all times. All visible rooflines on dome-style structures must be maintained to the same standard as the remainder of the New Shelters. Contractor shall be at liberty to enter upon and into the New Shelters at all reasonable times with personnel and all necessary materials, including but not limited to, electric wires, meters, clock work machinery and other items reasonably necessary for making the New Shelters effective. All such work shall be performed at the sole cost, expense and liability of Contractor.

3.5.2 Timing of Maintenance. Contractor shall maintain all New Shelters at least twice weekly, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year, or more frequently, if needed. Although under no obligation to do so, the City may perform additional maintenance as deemed necessary by the City and in consultation with Contractor. The City shall have the right to insist upon a maintenance schedule, which schedule shall be reasonably acceptable to Contractors, at Contractor's sole costs and expense, which will keep the New Shelters from being a public nuisance. Finally, the paint on each New Shelter shall be touched up as often as needed to eliminate damage and to prevent deterioration, and repainting will occur at least once during the first ten (10) years of this Agreement.

3.5.3 On-Call; Notification. Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to receive notification of maintenance issues and damage to the New Shelters. Notification shall be made possible telephonically. Contractor is encouraged to also make notification possible via electronic mail or messaging. Notification shall be deemed to occur when a Contractor representative receives information orally or when a message is left telephonically for Contractor on Contractor's dedicated telephone line. If applicable, notification shall also be deemed to occur when Contractor receives notification via electronic mail or messaging. Each New Shelter shall contain the conspicuously posted telephone number of Contractor's maintenance and operation headquarters to which the public may direct complaints. Contractor is also encouraged to conspicuously post addresses to which electronic mail or messaging may be sent.

3.5.4 Response Times. Contractor shall respond to all complaints and notifications. Contractor will respond to maintenance concerns, and shall repair or replace, at its sole costs and expense, any and all damaged or defaced Shelters, including defacement by graffiti, within twenty-four (24) hours of notification to Contractor. Repairs necessary to ensure public safety (damage indicated by the City to be dangerous) shall be performed within four (4) hours of notification to Contractor.

3.5.5 Graffiti. As stated herein, graffiti shall be treated as a repair issue, so Contractor shall perform graffiti abatement on each New Shelter pursuant to Section 3.5.4. Contractor shall utilize those materials that will best deter the prevalence of graffiti.

3.5.6 Shelter Database and Maintenance Log. Contractor shall maintain a written database of the location of each New Structure, as well as its model and significant site features. Contractor shall also maintain a written log detailing, on a shelter-by-shelter basis, all complaints and notifications received for that shelter, as well as Contractor's response thereto, and all routine and non-routine maintenance and repair work on that shelter. The log should be provided to the City no less often than quarterly, as determined by the City. In addition, Contractor shall provide a copy of the database and log within two (2) business days of a request by City.

3.5.7 Electricity. Contractor shall provide electrified illumination, from dusk to dawn, for each New Shelter, by an interior overhead light fixture and for the interior of each advertising box. Contractor shall pay all sums on a timely basis for electrical energy supplied to the New Shelters. Contractor shall defend and indemnify City, pursuant to the indemnity provisions of this Agreement, for any and all costs, expenses and fees associated with such electrical supply.

3.5.8 Liquidated Damages. In the event that Contractor does not respond or maintain the New Shelters within the time required by this Section 3.5, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums:

3.5.8.1 First through Third Violations. Zero dollars (\$0) per shelter, per day (warning only) for normal violations (non-safety related); one hundred dollars (\$100) per shelter, per day for violations involving public safety.

3.5.8.2 Fourth through Sixth Violations. Twenty-Five dollars (\$25) per shelter, per day for normal violations; two hundred dollars (\$200) per shelter, per day for violations involving public safety.

3.5.8.3 Seventh through Ninth Violations. Fifty dollars (\$50) per shelter, per day for normal violations; Three hundred fifty dollars (\$350) per shelter, per day for violations involving public safety.

3.5.8.4 Tenth and Subsequent Violations. One Hundred dollars (\$100) per shelter, per day for normal violations; five hundred dollars (\$500) per shelter, per day for violations involving public safety.

3.5.9 Termination. Contractor's repeated failure to perform maintenance or repairs to the satisfaction of the City in accordance with the terms of this Agreement may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6 Advertising.

Contractor may utilize those New Shelters designated as advertising shelters for such purpose pursuant to the following:

3.6.1 Advertising Display Box. Advertising shall be displayed only in the illuminated box area designated for advertising.

3.6.2 Advertising Policy. All advertisements shall comply with the following:

3.6.2.1 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be offensive or objectionable to the community standards of Los Alamitos.

3.6.2.2 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be indecent or vulgar,

3.6.2.3 No advertisement shall display any work, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device.

3.6.2.4 No advertisement shall display ads for alcohol, tobacco, or any other products or services illegal for sale to minors, including "R" rated movies, within five hundred (500) feet of any school, playground or church.

3.6.2.5 All advertisements shall comply with the Contractor's Code of Advertising Practice attached hereto as Exhibit "C" and incorporated herein by reference.

3.6.3 City Review or Request for Removal. Contractor shall, upon request by City, transmit to the City color copies of any or all proposed advertisements for review prior to the advertisements being placed in the shelter. If at any time the City determines that an advertisement placed in an advertising bus shelter violates any provision of this Section 3.6, Contractor shall remove such advertisement, at no cost or penalty to the City, within twenty-four (24) hours of receipt of a written request from City. If Contractor fails to remove such advertisement, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars (\$100.00) per day, per advertisement for each calendar day that the advertisement remains following notification.

3.6.4 Termination. Repeated failure to adhere to the provisions of this Section 3.6 may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6.5 Public Service Messages. Contractor shall make available at all times to the City, at no cost or expense to the City, a minimum of four (4) advertising panels for public service messages. Such public service space will not be site specific, but the panels shall be made available throughout the entire City at locations mutually agreed to by City and Contractor. Contractor shall also make all unsold advertising space available to the City, at no cost or expense to the City, for public service messages. Public service messages shall be non-commercial in nature, and shall be for City-sponsored or supported events, activities, or services, including, but not limited to, fundraising, public service and public safety purposes.

3.7 Relocation of Shelters.

At the request of the City, Contractor shall relocate any New Shelter due to: (1) new construction; (2) the discovery that the Shelter is a safety concern, such as a traffic hazard or obstruction; (3) a change in bus routes by the OCTA; or (4) construction of new bikeways or other pathways. Contractor shall perform the relocation, as well as restore the site to its original condition, in accordance herewith at its sole cost and expense. The City shall negotiate in good faith a potential cost-sharing agreement if a relocation is caused solely by a circumstance within the City's sole discretion and control. The relocation will be completed fifteen (15) calendar days after all approvals and permits have been issued by City. Contractor shall not place or locate shelters in any areas within the City's jurisdiction without prior written approval of the City Manager, or his or her designee, or without first obtaining an applicable encroachment permits.

3.8 Termination.

The City may terminate this Agreement, in whole or in part, upon a material default by Contractor in its performance of this Agreement. City's termination for breach shall in no way effect any right of the City to pursue any other remedy available to it under this Agreement or other provision of law.

3.8.1 Material Default. The following shall be determined to be a material default by Contractor: (a) failure to perform its obligations in strict accordance with this Agreement; (b) defaulting on any financing secured by a shelter or bench; (c) financial insolvency or other inability to perform under this Agreement; (d) making or attempting to make any assignment or transfer of its rights under this Agreement in violation of this Agreement; (e) failing to provide or maintain in full force and effect the insurance coverage required by this Agreement; (f) failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement; (g) any fraud or deceit upon the City or upon persons to whom Contractor provides advertising or bus shelter services, as determined by a court of law; or (h) violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its bus shelter and bus bench business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

3.8.2 Notice of Termination; Timing. If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City's notice, otherwise the Agreement shall be

considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

3.9 Obligations Following Termination or Expiration of Agreement.

3.9.1 Ownership of Shelters. Contractor is the owner of the New Shelters during the term of this Agreement.

3.9.2 Removal of Shelters. Upon termination or expiration of this Agreement, as well as any other circumstance requiring removal of any or all shelters erected or maintained by Contractor hereunder, all materials shall be removed from the site, including without limitation, the shelter structures, advertising boxes, benches and wires. The site shall be restored to the condition as it existed prior to installation of the shelter, including complete restoration of any sidewalk or other public or private property.

3.9.3 Acquisition of Shelters by City. If requested by the City, all shelters and other structures or improvements placed by Contractor under this Agreement, including without limitation, the shelter structures, advertising boxes, benches and wires, may be acquired by City upon termination or expiration of this Agreement, on terms mutually acceptable to the City and Contractor. If the City and Contractor are unable to agree upon such mutually acceptable terms within thirty (30) days following notice by either party to commence such discussions, Contractor shall remove the shelters, structures and other improvements in accordance with the terms hereof.

3.9.4 Advertisers. Prior to the effective date of termination or expiration of this Agreement, Contractor shall give notice of termination to all its existing advertisers. Upon the effective date of termination or expiration of this Agreement, Contractor shall remove all advertising and, if applicable and upon request by City, assign all advertising contracts and revenues to the City upon the terms and conditions mutually agreed upon by the parties.

3.10 Insurance.

3.10.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section, including adding the City as an additional insured.

3.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from the acts or omissions of the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its

subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, property damage and completed operations. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.10.3 Insurance Endorsements. The 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:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the acts or omissions of Contractor, its officials, officers, employees, agents, consultants and contractors regarding the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to the liabilities assumed by Contractor under this Agreement.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials,

officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to such autos.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.5 Self-Insurance Retentions. Any self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed and admitted to do business in California, and satisfactory to the City.

3.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences.

3.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work or services under this Agreement wherein claims have been made against City or City has been named.

3.11 Miscellaneous Provisions.

3.11.1 City Logo. City shall supply Contractor with a City logo if the City wishes to affix its logo to the New Shelters. The City logo shall be configured such that it may be installed on the New Shelter roof fascia. Contractor will install the City logo at its sole cost and expense. City shall be responsible for the repair and maintenance of the logo beyond the regular cleaning associated with the New Shelter maintenance.

3.11.2 Independent Contractor. Contractor is an independent contractor and not an employee of the City. All construction and maintenance personnel shall be employees of Contractor and not employees of City. Contractor shall pay all salaries and wages of such personnel, employer's social security taxes, unemployment insurance and similar taxes relating to employees, and shall be responsible for all applicable withholding taxes.

3.11.3 Representatives and Notices. The City Manager shall be the representative of the City for purposes of this Agreement, and may issue all consents, approvals, and directives on behalf of City called for by this Agreement, except amendments to this Agreement or except as otherwise expressly provided in this Agreement. The Director of Public Affairs of Contractor's Southern California Division, who is presently Layne Lawson, shall be the sole representative of Contractor for purposes of this Agreement, and may enter into any subordinate Agreements with City pursuant to this Agreement on behalf of Contractor. Notices and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

CONTRACTOR:

Clear Channel Outdoor
Attn: Layne Lawson, Director of Public Affairs
Southern California Division
19320 Harborage Way
Los Angeles, CA 90501

CITY:

City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.11.4 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer this Agreement or any interest herein, either directly or by operation of law, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or

transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.11.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses. Such indemnity shall apply to, without limitation, any and all claims related to advertising, patent, copyright, and trademark issues or rights. Contractor shall defend, at Contractor's own cost and with counsel of Contractor and City's mutual selection, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.11.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any proceedings brought to interpret or enforce this Agreement shall be maintained solely in the state courts located in Orange County, California, or in the federal courts for the Central District of California.

3.11.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, including, without limitation, that agreement entered into between the Parties in 1991. This Agreement contains all of the covenants and understandings between the Parties with respect to the subject matter hereof, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, shall be effective only if executed in writing and signed by City and Contractor.

3.11.8 Third Party Rights. No third party shall be deemed to have any rights hereunder against any of the Parties hereto as a result of this Agreement.

3.11.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.11.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.11.12 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.11.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.11.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.11.16 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.11.17 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-

insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.11.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.11.20 Prior Approval Required. Contractor shall not subcontract any portion of the work or services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.11.21 Standard of Care. Contractor shall perform all work and services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor represents that all employees and subcontractors shall have sufficient skill and experience to perform the work or services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work or services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11.22 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with this Agreement. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.23 Safety. Contractor shall execute and maintain its work and services so as to avoid injury or damage to any person or property. In carrying out its work and services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.24 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.11.25 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

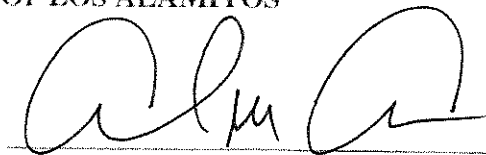
3.11.26 Right of First Refusal. During the term of this Agreement, City may request Contractor to provide additional advertising or non-advertising bus shelters under the same terms of this Agreement and in accordance with applicable law. Approval of such additional bus shelters shall be by mutual written consent, in the form of a written amendment to this Agreement as provided for in Section 3.1.1 and 3.11.12. If Contractor refuses City's request, nothing in this Agreement shall be construed to prevent the City from purchasing or installing additional advertising or non-advertising bus shelters at other locations within its jurisdiction, either through an agreement with another independent contractor or on its own, under any terms within the City's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

[SIGNATURES ON NEXT PAGE]

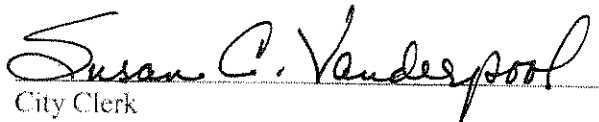
CITY OF LOS ALAMITOS

By:



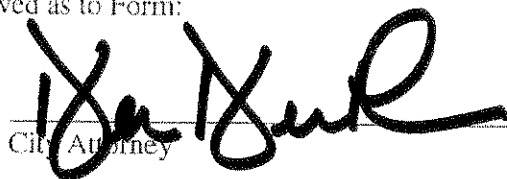
Mayor

Attest:



City Clerk

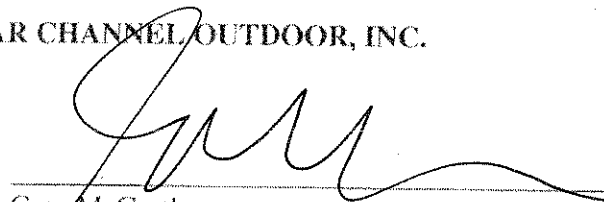
Approved as to Form:



City Attorney

CLEAR CHANNEL OUTDOOR, INC.

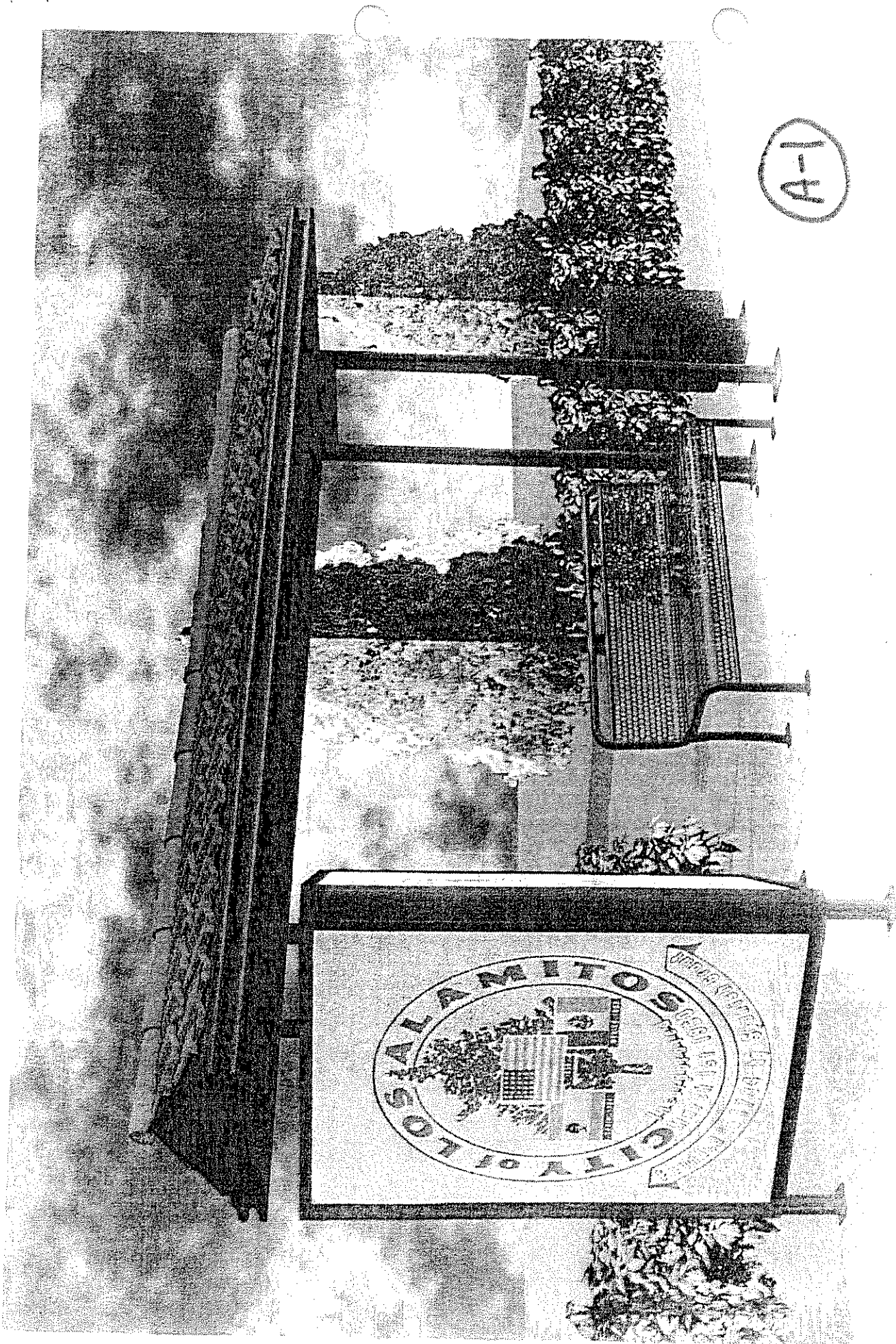
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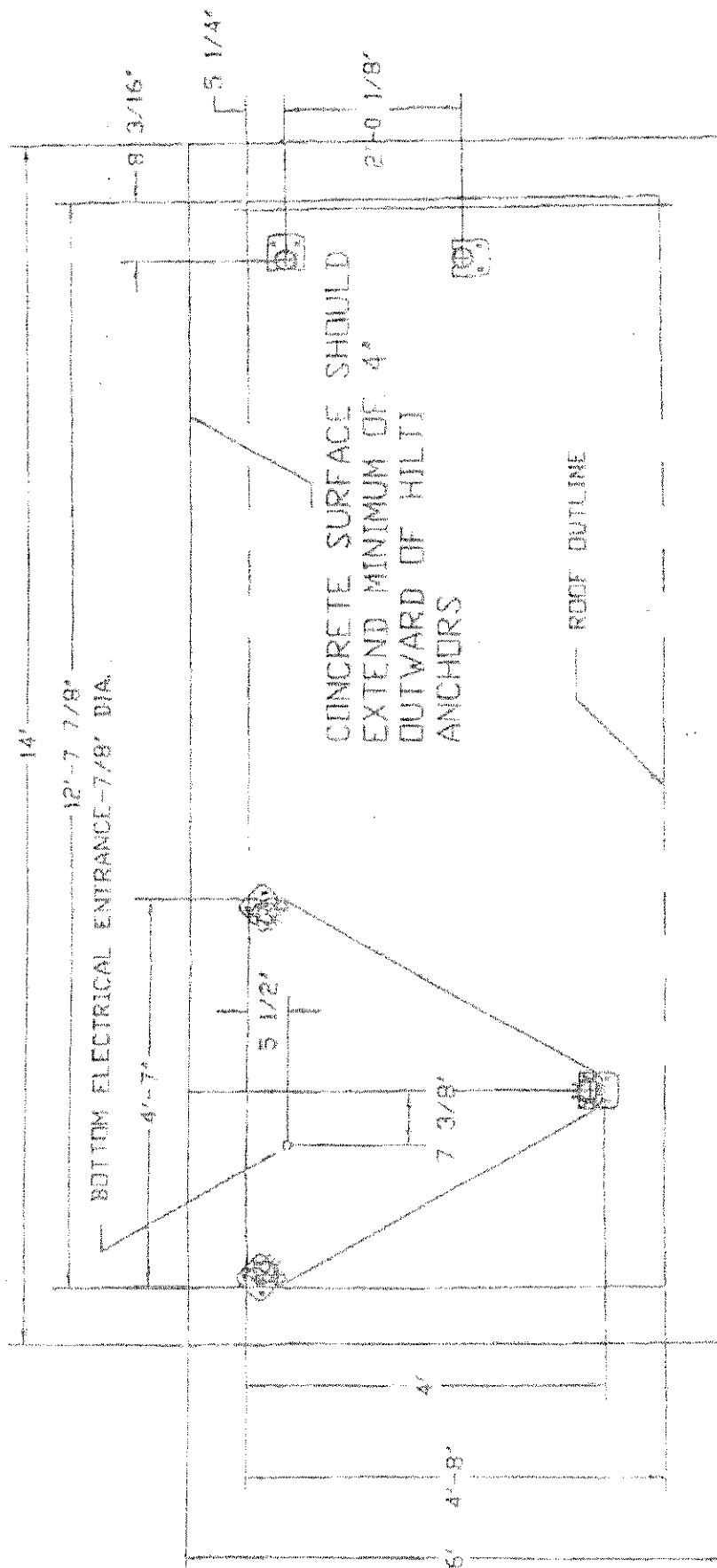


Greg McGrath
President, Southern California Division

EXHIBIT "A"
DESIGN OF NEW SHELTERS

**[SEE PAGES A-1 THROUGH A-2
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**





FRONT FACING STREET

13, SHELTER W/48" AD BOX

[illegible]

EXHIBIT "B"
LOCATIONS OF NEW SHELTERS

**[SEE PAGES B-1 THROUGH B-20
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**

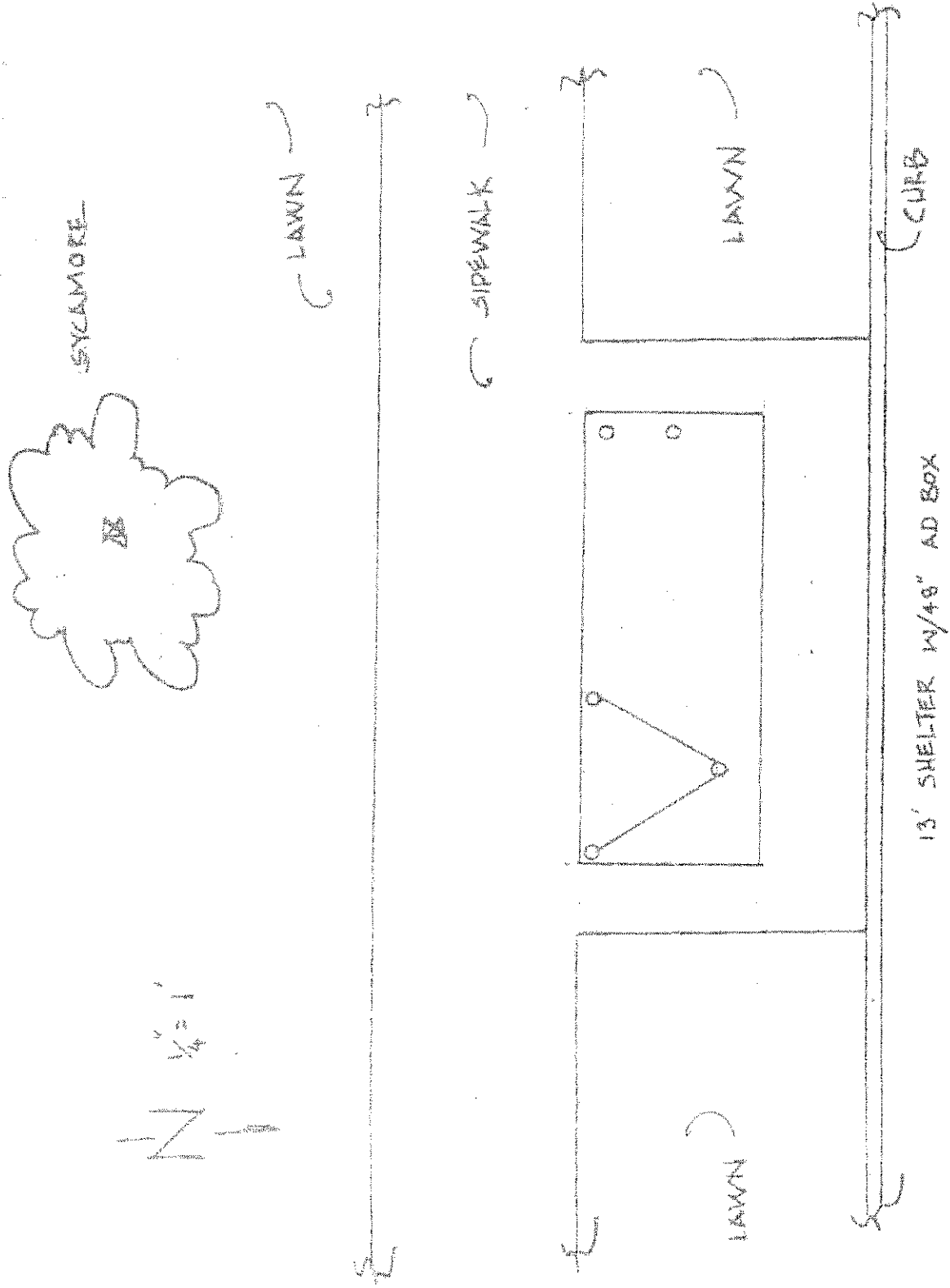
BUS SHELTER LOCATIONS

LOCATION		DESCRIPTION
1	Eastbound Katella Ave. opp. Civic Center Dr.	13' shelter w/48" ad box
2	Southbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
3	Southbound Los Alamitos Bl. Opp. Farquhar Ave.	13' shelter w/48" ad box
4	Southbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
5	Southbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
6	Northbound Los Alamitos Bl. FS Bradbury Ave.	13' shelter w/48" ad box
7	Northbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
8	Northbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
9	Northbound Los Alamitos Bl. FS Farquhar Ave.	13' shelter w/48" ad box
10	Eastbound Katella Ave. FS Noel St.	13' shelter w/48" ad box
11	Westbound Katella Ave. FS Portal Dr.	13' shelter w/48" ad box
12	Northbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
13	Northbound Los Alamitos Bl. Opp. Catalina St.	13' shelter w/48" ad box
14	Westbound Katella Ave. FS Walnut St.	13' shelter w/48" ad box
15	Southbound Bloomfield St. FS Ball Rd.	13' shelter w/48" ad box
16	Eastbound Katella Ave. FS Wallingsford Ave.	13' shelter w/48" ad box
17	Eastbound Katella Ave. NS Maple St.	13' shelter w/48" ad box
18	Eastbound Katella Ave. opp. Walker St.	13' shelter w/48" ad box
19	Westbound Katella Ave. FS Lexington Dr.	13' shelter w/48" ad box

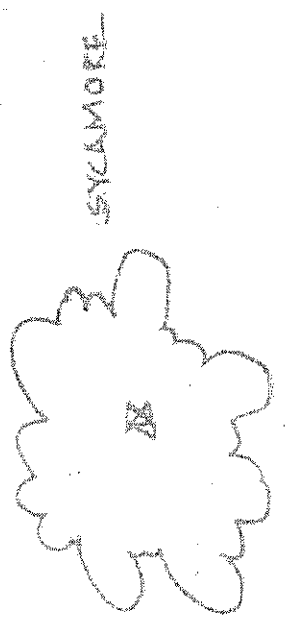
B-1

B-2

BUS STOP SB KATELLA AVE. OPP. CIVIC CENTER PK. NO. 1.



$\frac{1}{4}'' = 1'$
N

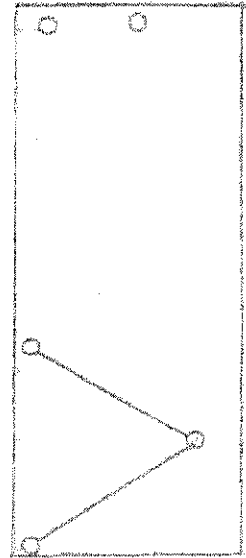


FISH CO. PARKING LOT

1/2"

1/4" = 1'

LAWN



WATER MEATER

SIDEWALK

LIGHT POLE

13' SHELTER W/48" AD BOX

CURB

BUS STOP

SR LOS ALAMITOS BLVD. VS KATELLA

NO. 2

B-3

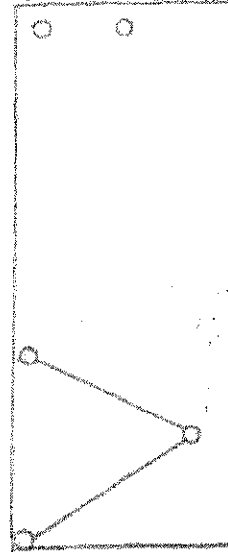
1/4" = 1'

BRICK WALL

SIDEWALK

LAWN

VALVE BOX



CURB

13' SHELTER W/48" AD BOX

B-4

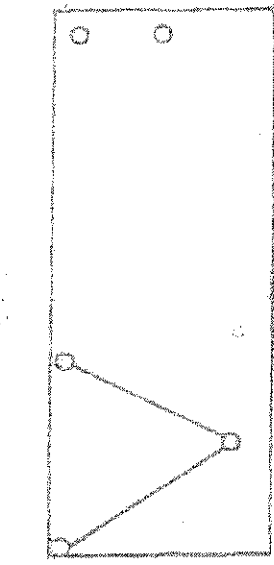
BUS STOP SE LOS ALAMITOS OPP. FARGUHER NO. 3.

7

K' = 1'

BRICK WALL

SIDEWALK



CURB

13' SHELTER W/48" AD BOX

LAWN

CAPE MYRTLE

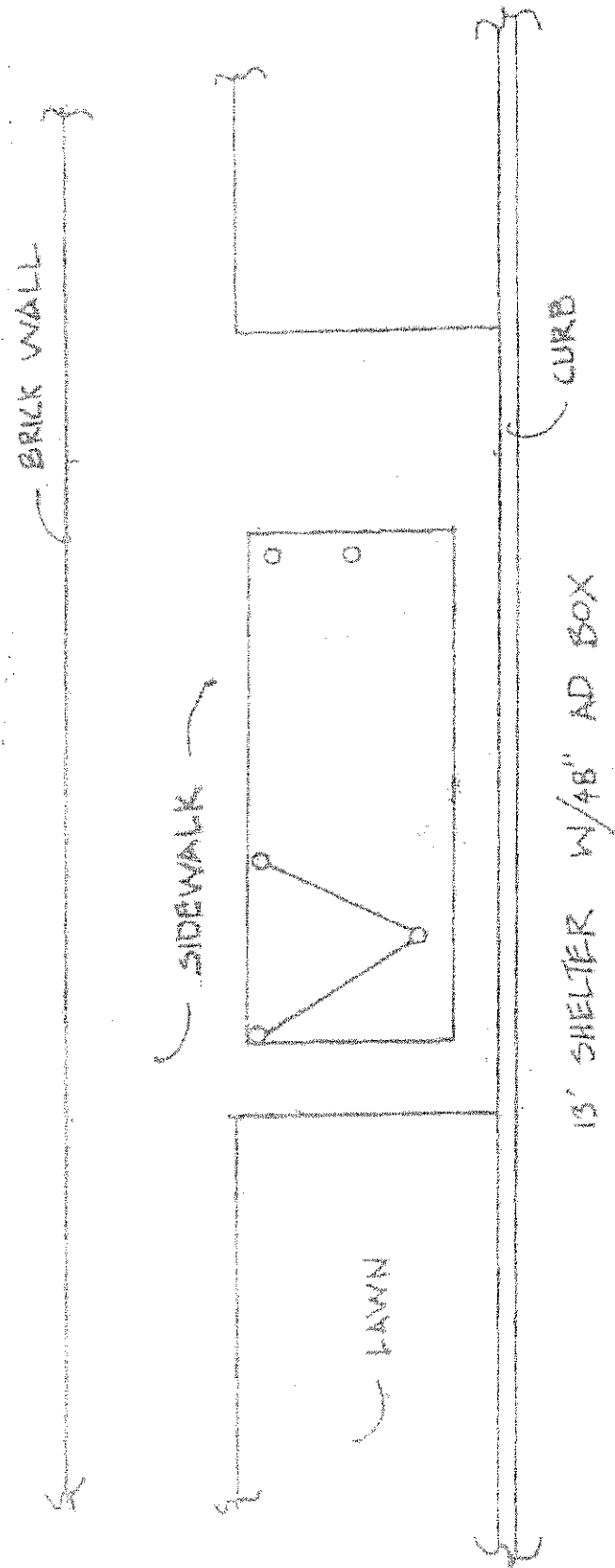
NO. 4

SB LOS ALAMITOS FS ORANGEWOOD

BUS STOP

B-5
20

$\frac{1}{4}'' = 1'$



B-6 BUS STOP SB LOS ALAMITOS FS ROSSMOOR NO. 5.



$Y_{10} = 1'$

BRICK WALL

SIDEWALK

UTILITIES

CAPE MYRTLE

13' SHELTER W/48" AD BOX

CURB

LAWN

BUS STOP

NB LOS ALAMITOS FS BRADLEY

NO. 6.

6-7

THE UNIVERSITY OF TEXAS AT AUSTIN
LIBRARY

1/2" = 1'

BRICK WALL

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

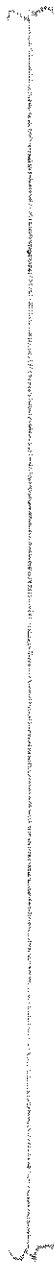
CURB

BILLS STOP

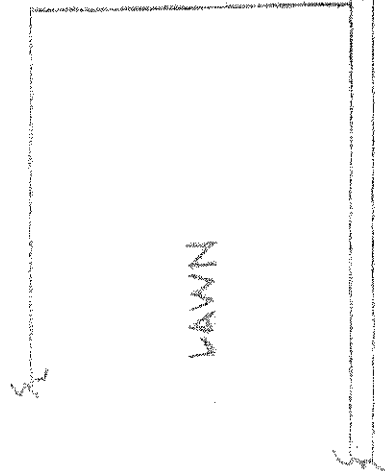
NB LOS ALAMOS FS ROSSMOOR WAY NO 7.

(B-8)

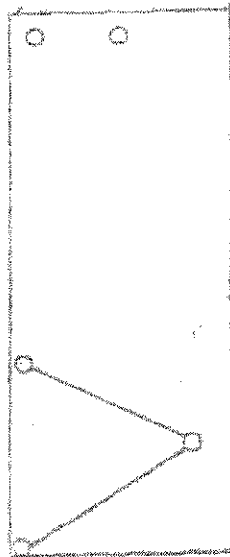
1/2" = 1'



SIDEWALK



LAWN



13' SHELTER W/ 18\"/>

CURB

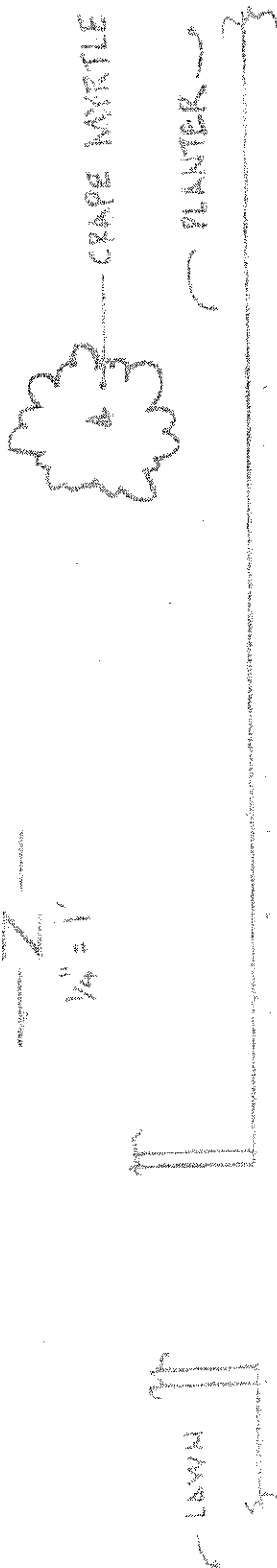
243-9

BLISS STOP

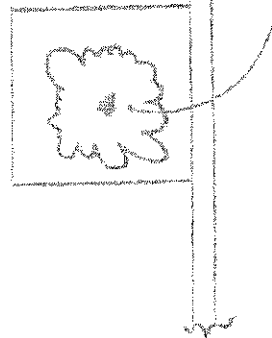
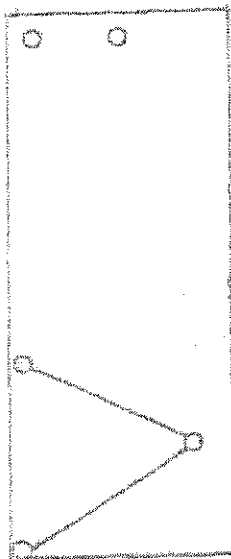
NB LOS ALAMITOS FS ORANGEWOOD

NO. 8.

1/4" = 1'



SIDEWALK



CHINESE ELLM

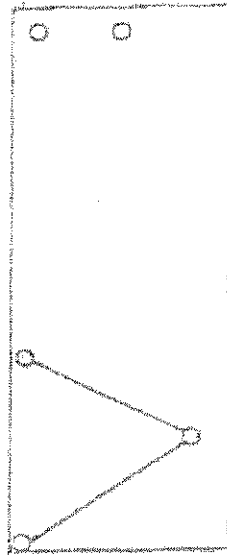
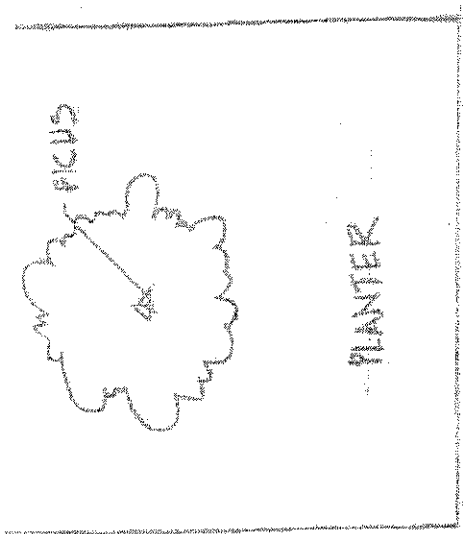
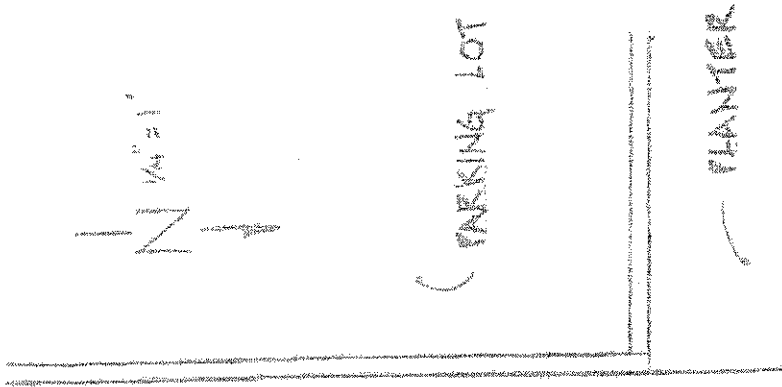
CURB

13' SHELTER W/48" AD BOX

B-10

BIG STOP NO. 9.

NB LOS ALAMITOS IS FARGUWAY



SIDEWALK

13' SHELTER W/48" AD BOX

20
B-111

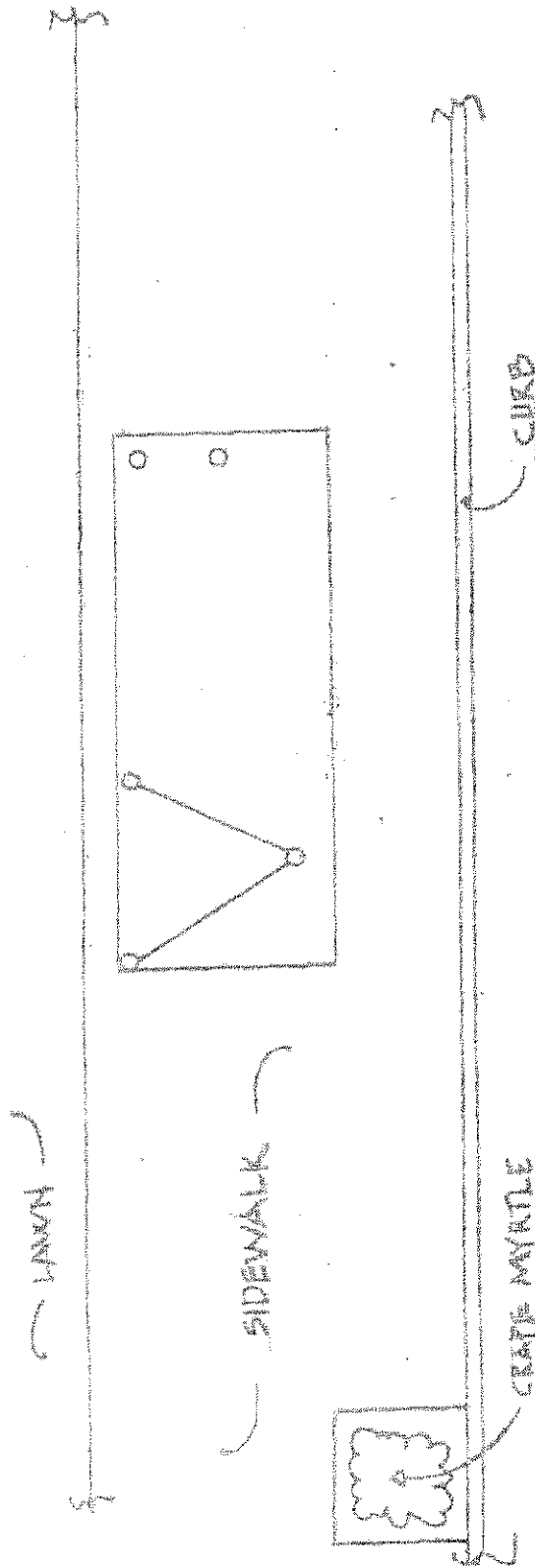
BILLS STOP

SA KATELLA 42 NDEL

NO. 10

1 N 1/4 = 1"

SYCAMORE



13' SHELTER W/48" AD BOX

(B-12)

B-11/5 STOP

WES KATELLA IS PORTAL

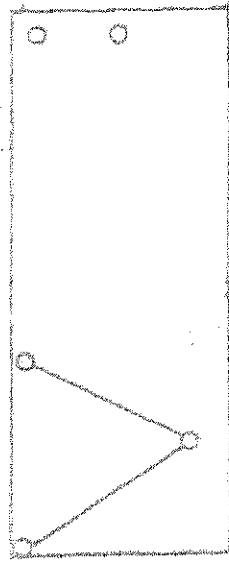
NO. 12. 11

1/4" = 1'

1/4" = 1'

3

LAWN



SIDEWALK

3

13' SHELTER W/ 48\"/>

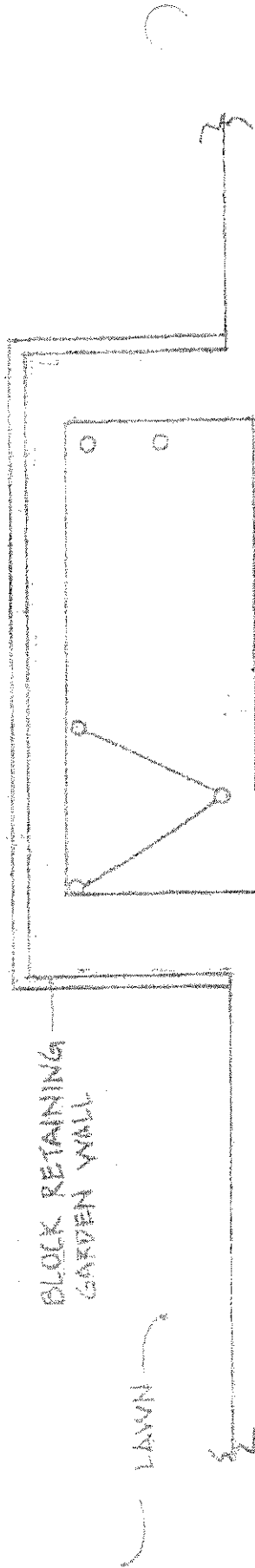
B-13

BUS STOP NB LOS ALMITOS ES KATELLA

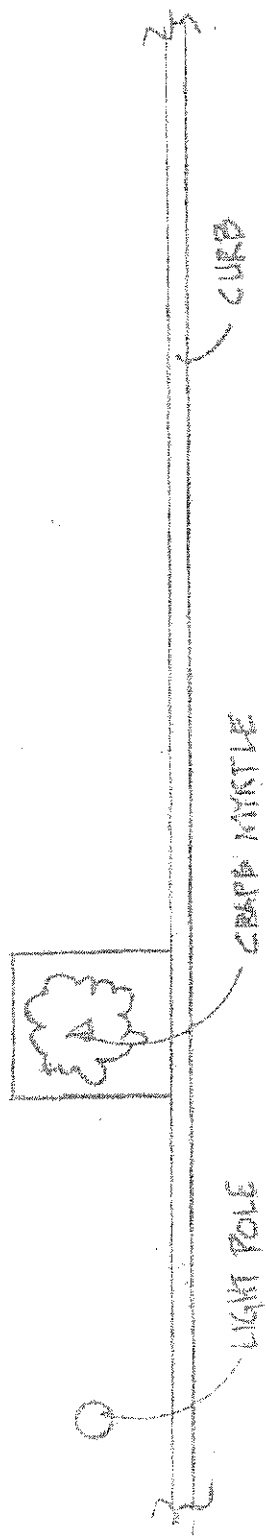
NO. 12.



1/4" = 1'



SIDEWALK



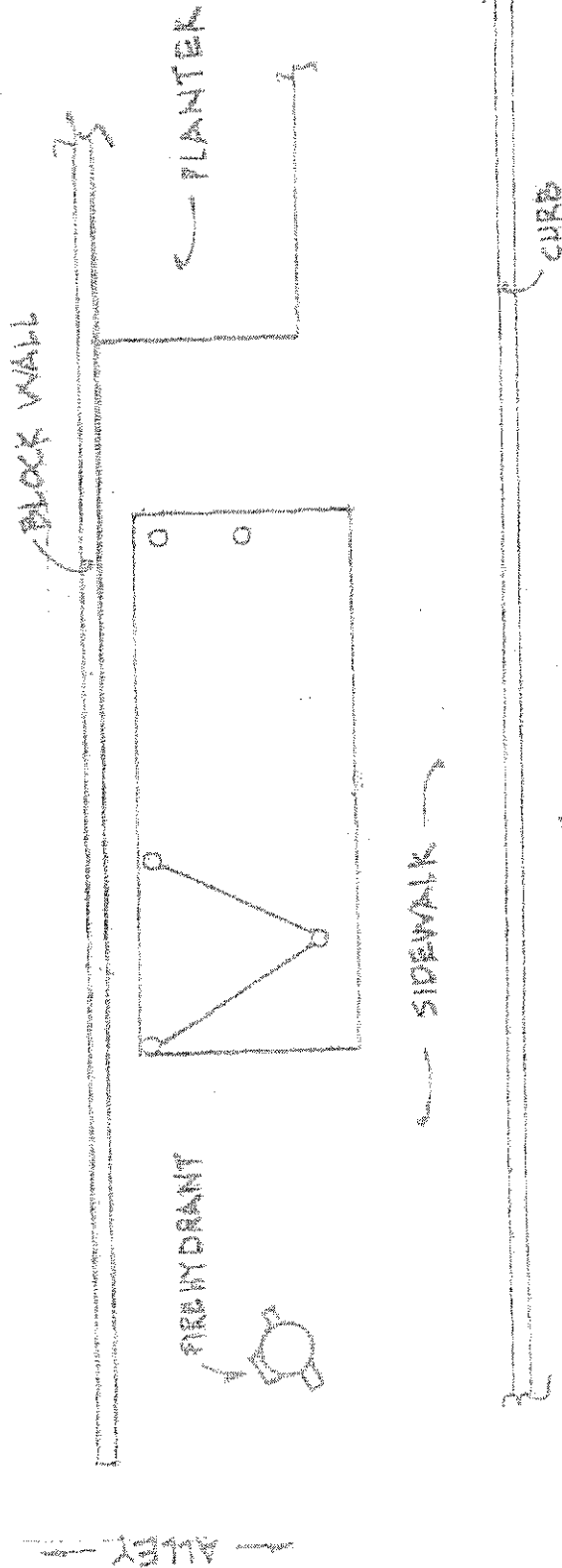
13' SHELTER w/48" AD BOX

B-14

BUS STOP

NB LOS ALAMITOS OPP. CATALINA (GANAHL LUMBER) NO. 13.

↑ N
 $V_{\text{max}} = 1'$
 ↓



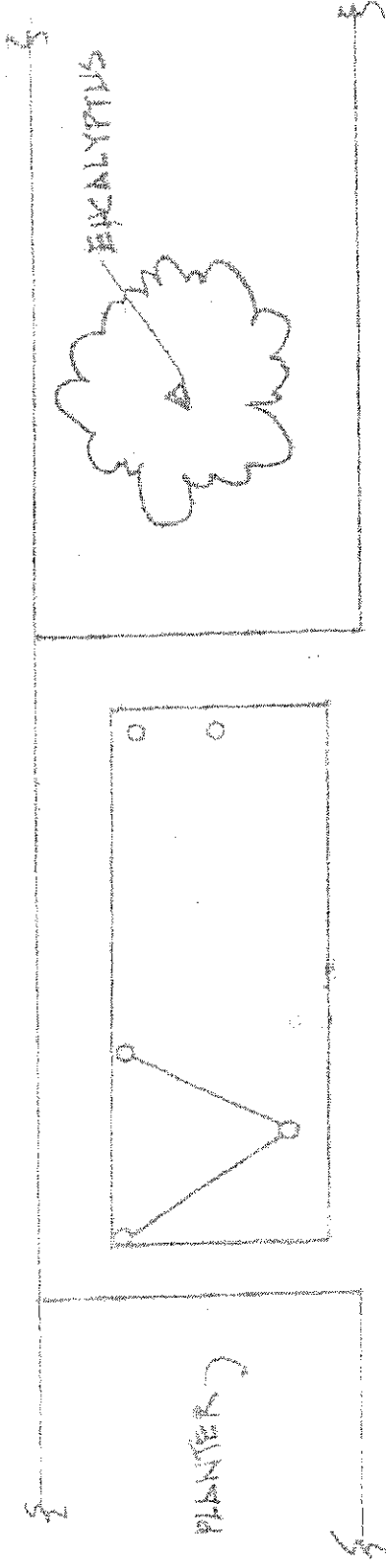
13' SHELTER W/48" AD BOX

(B-15th)

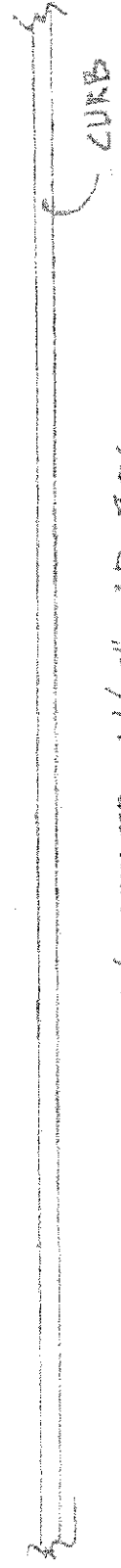
BUS STOP

WB KATELLA FS WALNUT

NO. 20. 14



SIDEWALK



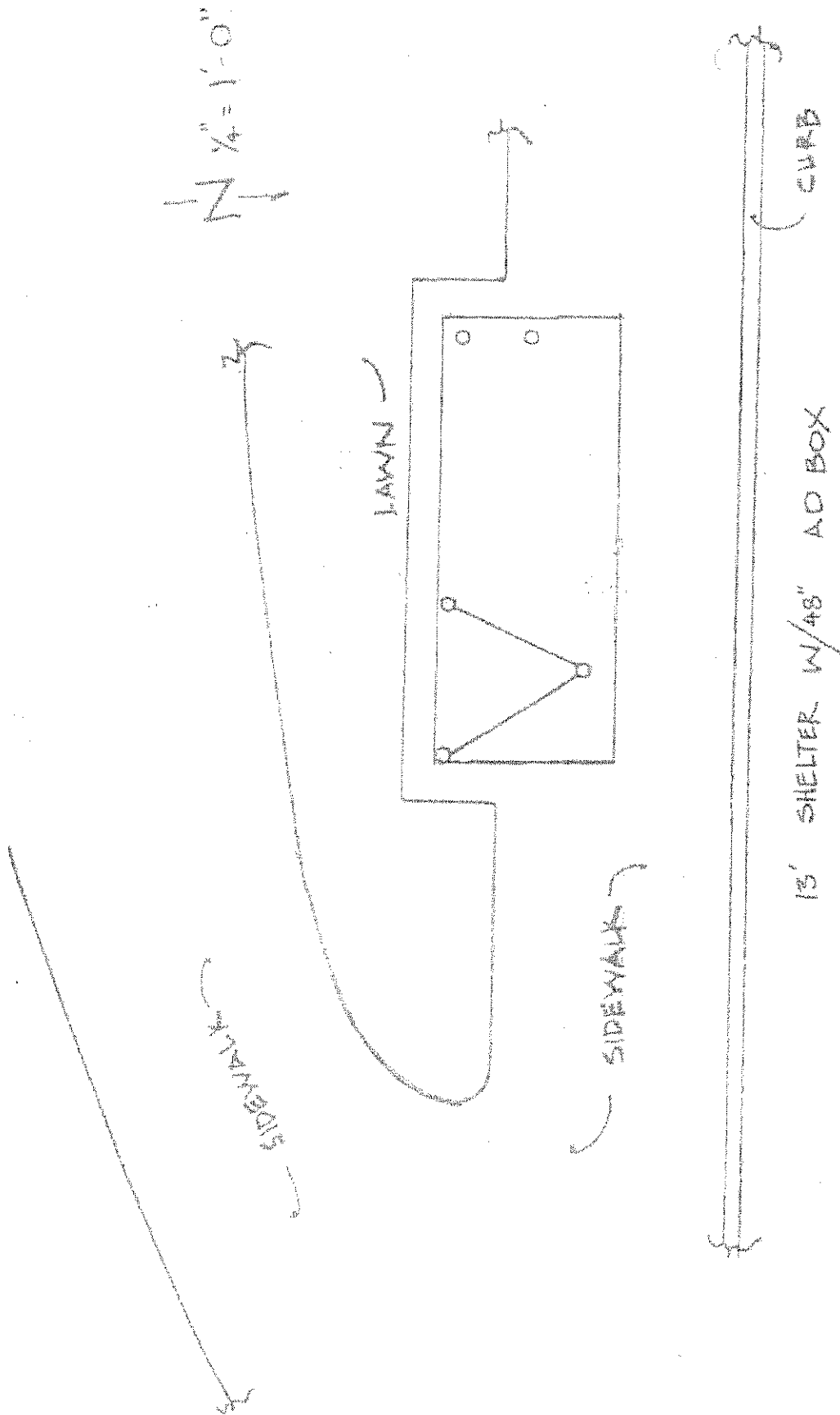
13' SHELTER W/48" AD BOX

1/4" = 1'-0"

BUS STOP

SB BLOOMFIELD FS BALL NO ~~22~~ 15

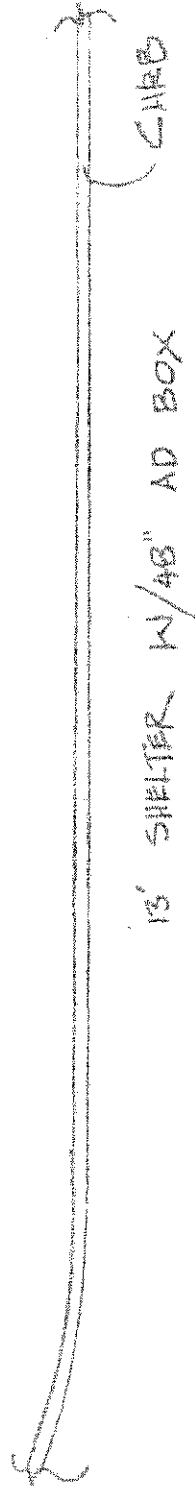
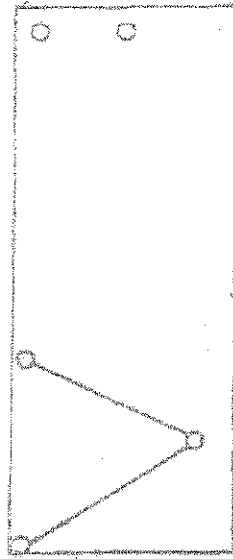
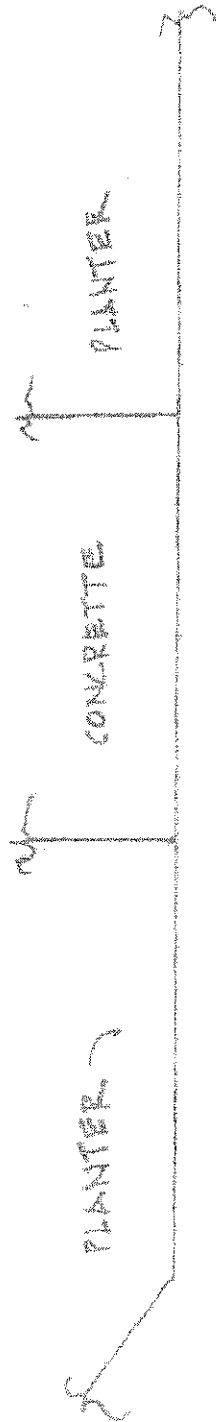
B-16



BUS STOP
 E.B. KATELLA FS WALINGSFORD NO. ~~26~~ 16

(B-17)

1/4" = 1'-0"

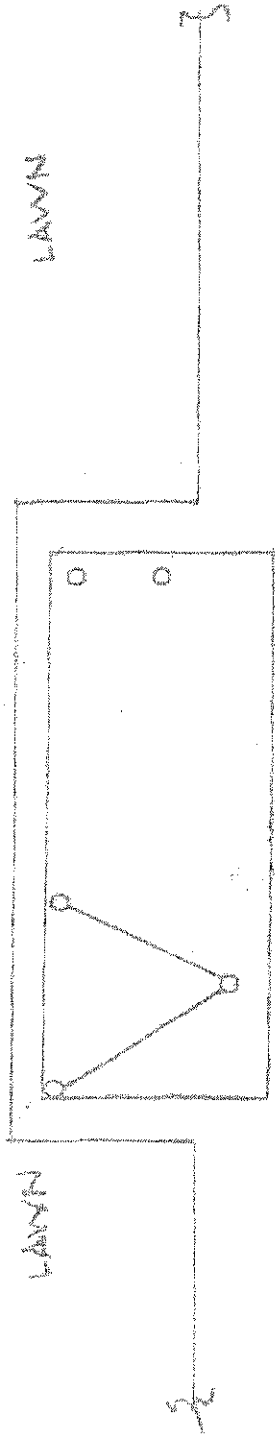


BUS STOP

E.B. KATELLA NS MAPLE NO. 2X 17

6-18

1/4" = 1'-0"



SIDEWALK

CURB

13' SHELTER W/48" AD BOX

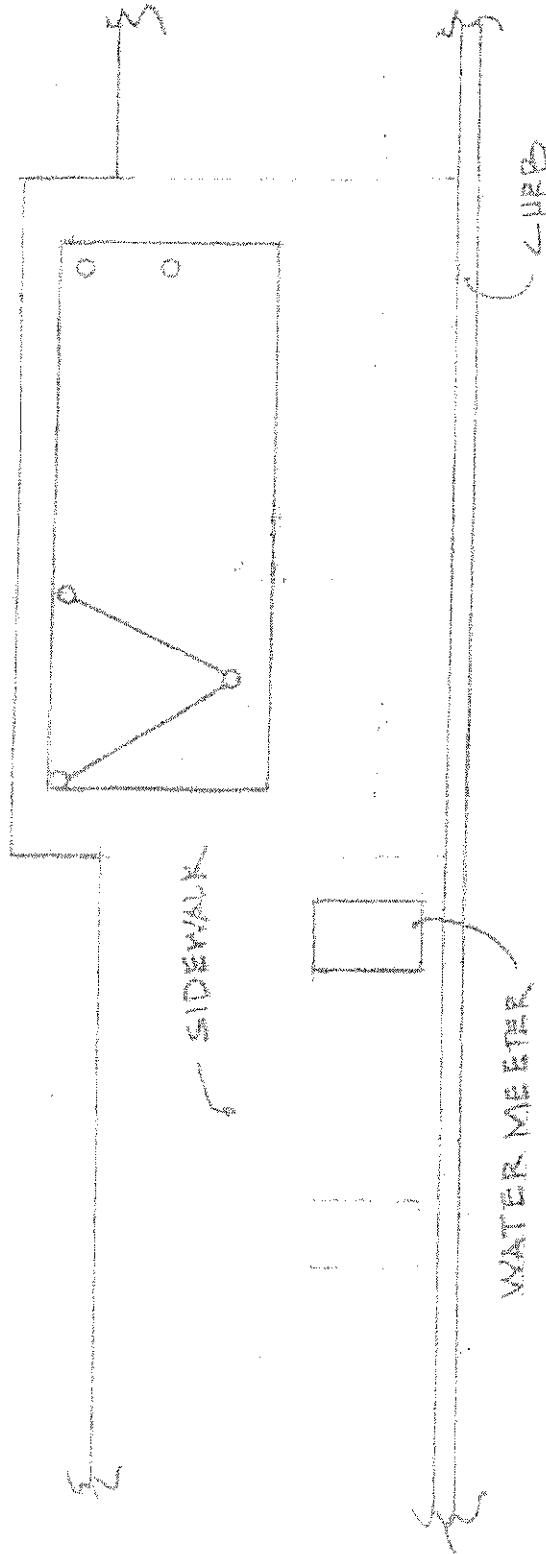
BUS STOP

EB. KATELLA OPP WALKER

NO. ~~37~~ 18

6-19
48

N 1/4" = 1'-0"



13' SHELTER W/48" AD BOX

BUS STOP

W. B. KATELLA FS LEXINGTON NO. ~~33~~ 19

(B-20)

EXHIBIT "C"
CONTRACTOR CODE OF ADVERTISING PRACTICES

**[SEE PAGE C-1
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**



CODE OF ADVERTISING PRACTICES

Clear Channel Outdoor for over a century has been committed to delivering our advertiser's message to the consumer. This role in the arena of public discourse requires both a defense of free speech and a sensitivity to contemporary standards and concerns. Clear Channel Outdoor recognizes the need to balance these demands and therefore adheres to the following code of advertising practices:

- * Establish exclusionary zones which prohibit advertisements of all products illegal for sale to minors that are intended to be read from, or within 500 feet of established places of worship, primary and secondary schools or playgrounds.
- * Continue to assert the right to reject creative content that is misleading, sexually explicit, overly suggestive, or in any way reflects upon the character, integrity, or standing of any organization or individual.
- * Continue our traditional commitment at both the national and local levels to display public service messages for worthy community causes.
- * Encourage diversity of advertised goods and services in all markets.

MM-24-07



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 17, 2023

ITEM NUMBER: 11A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Community Outreach and Townhall Meetings

SUMMARY

At the March 20, 2023 Council meeting, Council Members Hibard and Murphy requested an item to discuss additional townhall meetings. This Item seeks direction for the Mayor and City Council related to the City's Community Outreach & Townhall meetings.

RECOMMENDATION

1. Review the City's current schedule of Community and Townhall Meetings; and,
2. Provide direction and comments on potential expansion

BACKGROUND

Each year, the City hosts two townhall meetings, known as Good Morning Los Alamitos, in order to provide a forum for residents, business owners, and staff to engage in discussion about topics or issues in Los Alamitos. These meetings are typically hosted at the Community Center and are staffed by representatives from the City's various departments and divisions. The focus of these events is to disseminate information to the public, but to also provide an opportunity for residents and business owners to get real-time answers to their specific questions from the subject area experts.

In addition to these townhall meetings, the City takes advantage of the City's numerous events and programs to replicate these townhall meetings on a smaller scale throughout the year. Starting at the beginning of the year with the Weekend of Art, the City deploys staffed booths to each of the programed events throughout the City. This practice provides staff with an opportunity to meet residents where they are and provide information and answer any question that they may have. A schedule of these events includes:

	Community Booth & Outreach Events	Date
1	Weekend of Art	3/16-3/17
2	Spring Carnival	4/8/2023
3	Teen Expo	4/22/2023
4	Senior Prom	5/6/2023
5	Summer Concert on Pine #1	6/15/2023
6	Summer Concert on Pine #2	6/22/2023
7	Summer Concert on Pine #3	6/29/2023

8	Summer Concert on Pine #4	7/13/2023
9	Summer Concert in the Park #1	7/20/2023
10	Summer Concert in the Park #2	7/27/2023
11	Summer Concert in the Park #3	8/3/2023
12	Summer Concert in the Park #4	8/10/2023
13	3rd of July	7/3/2023
14	Parks Make Life Better Month Events Park Pop Up #1	7/1/2023
15	Parks Make Life Better Month Events Park Pop Up #2	7/15/2023
16	Parks Make Life Better Month Events Park Pop Up #3	7/22/2023
17	Senior Expo	8/23/2023
18	Serve Los Al	9/16/2023
19	Celebrate Los Al/Race Los Al	9/16/2023
20	Women's Conference	10/11/2023
21	Trunk or Treat	10/21/2023
22	Winter Wonderland	12/2/2023

An illustration of these types of events would be the Spring Carnival held on April 8th at Little Cottonwood Park. The City stood up multiple booths, staff from representatives for the City's various operations divisions in order to provide information and answer questions for the public. These events also offer a unique opportunity to connect with residents on a one on one basis and answer questions that are specific to each individual.

DISCUSSION

As with any community outreach program, there is always an opportunity to do more and is simply a question of resource allocation. Given the use of new technology, there are a number of different ways to communicate with the public on important issues. While Los Alamitos has deployed an event centric approach to this point, there are additional options that can be undertaken to further enhance our level of communication with our residents and business owners. Some potential options include, but are not limited to:

1. Additional in-person Townhall style events
2. Additional Rotating Pop-up Events in the City's parks
3. Virtual Town hall meetings or Live Streaming Question Answer Sessions
4. Hosting Legislative Forums/Update from the City's State and Federal Officials

FISCAL IMPACT

Fiscal impacts will vary based on Council's discussion.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 17, 2023

ITEM NUMBER: 11B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Guidelines for Projects of Significance

SUMMARY

This Item seeks direction from the Mayor and City Council related to enhancing the City's notification efforts related to projects of significance in the City.

RECOMMENDATION

1. Review the proposed notification enhancements for projects of significance that are proposed in the City; and,
2. Provide directions and comments on the proposed enhancements

BACKGROUND

Notification to the City's residents and those potentially impacted by significant development projects is an important part of the City's efforts to improve inclusion and transparency. By ensuring that the public is aware of projects that will come before the City's various boards and commissions for consideration, we ensure that the public has an opportunity to learn about the proposed projects and to offer their input. In an effort to further advance these goals, staff has developed a recommended set of guidelines in order to enhance the City's current notification standards. While the City's current practice exceeds those established by state law, staff believes that these further enhancements will provide for a better informed constituency.

DISCUSSION

As with any community notification program, there is always an opportunity to do more and it is simply a question of resource allocation. While Los Alamitos' current practice exceeds the standards that are set forth in state law, there are additional options that can be undertaken to further enhance our level of communication with our residents and business owners.

The following notification guidelines will be applied to projects of significance in the City. A project of significance would be defined as any project that is more than one acre in total site area or has a unit count of 100 or more. Proposed projects that fall into this category would require the following notification requirements.

- Increase the notification radius from 500 feet to 1000 feet.
- Project summary, renderings, company name and bio, and project contact information to be housed on the City's website.

- Provide signage on the subject property (no smaller than 3 feet x 5 feet) that includes a rendering of the proposed project, company name, project contract information, and QR Code linked to the information page on the City's website.
- When a proposed project's 1000 foot radius extends into a neighboring jurisdiction, a certified letter with the information referenced above must be sent to that jurisdiction with a request that such information be posted on the subject city's website and social media platforms.

FISCAL IMPACT

Minor expenses for additional notification can be absorbed by the approved operating budget.

Attachment: None