

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

CITY COUNCIL AGENDA
REGULAR MEETING

Tuesday, February 20, 2024 – 5:30 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 Nefulda
Mayor Pro Tem Hasselbrink
Council Member Doby
Council Member Hibard
Council Member Murphy

3. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL

Existing Litigation (54956.9) Los Alamitos Unified School District v. City of Los Alamitos; Claim No. GHC0035328 (4100.009)

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 4370 Farquhar Avenue, Los Alamitos, CA 90720

Agency Negotiator: Chet Simmons, City Manager

Negotiating Parties: Joint Forces Training Base and Los Alamitos Youth Baseball

Under Negotiation: Price and terms of payment

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager Employee

Organization: Teamsters Local 911

Authority: Government Code Section 54957.6

D. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager

Employee Organization: Executive Management, Non-Represented

Authority: Government Code Section 54957.6

E. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager Employee

Organization: Police Officers Association

Employees Authority: Government Code Section 54957.6

4. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Hasselbrink lead the Pledge of Allegiance.

5. INVOCATION

Council Member Doby will give the Invocation.

6. PRESENTATIONS

A. Presentation by Executive Director Howard Kummerman Regarding the Cypress College Americana Awards

B. Oath of Office and Promotion for Los Alamitos Police Officer Steinhauser to the Rank of Corporal

7. ORAL COMMUNICATIONS

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

8. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

9. UPDATES FROM THE CITY STAFF

At this time, City Staff 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.

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers from January 1, 2024, to January 31, 2024.

Recommendation: Ratify the Warrants for the period from January 1, 2024, to January 31, 2024, in the amount of \$1,561,198.03.

Roll Call

Mayor Nefulda

Mayor Pro Tem Hasselbrink

Council Member Doby

Council Member Hibard

Council Member Murphy

11. CONSENT CALENDAR

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

A. Approval of Minutes (Administration)

Approve the City Council Regular Minutes of January 16, 2024.

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

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

Recommendation: Adopt Resolution 2024-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2023-05 IN ITS ENTIRETY".

C. Appointment to the Parks, Recreation, and Cultural Arts Commission (Administration)

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

Recommendation: Appoint Elliott Singer to the Parks, Recreation, and Cultural Arts Commission for a three-year term expiring December 2026.

D. Treasurer's Quarterly Investment Report - December 2023 (Finance)

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

Recommendation: Receive and file the Treasurer's Quarterly Investment Report – December 2023.

E. Award of Bid for the Purchase of One (1) Armored Police Vehicle (RFP 2023- 06) (Police)

This item recommends the purchase of one (1) armored police vehicle.

Recommendation:

1. Approve the purchase of one (1) Lenco BearCat armored tactical vehicle in the amount of \$380,868; and,
2. Authorize the City Manager to execute a purchase contract with Lenco Armored Vehicles, LLC, in a form approved by the City Attorney.

F. Resolution No. 2024-03 - West Orange County Community Emergency Response Team (CERT) Memorandum of Understanding (MOU)(Police)

Within the United States, there are 2,700 local Community Emergency Response Teams (CERT) authorized by the Federal Emergency Management Agency (FEMA). CERT academy participants receive 18 hours of training in Disaster Preparedness, Fire Safety, Light Search and Rescue, Team Organization, Disaster Medical Operations, Disaster Psychology, and Terrorism. Since 1993, over 600,000 people have completed CERT training nationwide.

Recommendation: Adopt a Resolution No. 2024-03, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF THE WEST ORANGE COUNTY CERT MEMORANDUM OF UNDERSTANDING".

G. Resolution No. 2024-04 - General Fund Specific Grant (Community Center Renovation Project) (Development Services)

The City of Los Alamitos applied through the office of State Senator Janet Nguyen for a State General Fund Specific Grant to assist with the renovation of the Community Center.

Recommendation:

1. Adopt Resolution No. 2024-04, entitled, A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR THE CIVIC CENTER RENOVATION PROJECT"; and,
2. Authorize the Mayor to execute the Grant Agreement with the State of California for the Civic Center Renovation Project.

H. Resolution No. 2024-05 - Community Development Block Grant (CDBG) Project Application FY 2024/25 (Development Services)
Revision to Community Development Block Grant (CDBG) Application Resolution for Fiscal Year 2024/2025.

Recommendation: Adopt Resolution No. 2024-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024/2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE."

I. Resolution No. 2024-06 - Acceptance of Street Dedication (3131 Katella Avenue) (Development Services)

Approval to accept and record 4,011 square feet (S.F.) parcel dedication to be transferred to the City of Los Alamitos. The sidewalk is located within the overall project area of the upcoming Orange County Transportation Authority (OCTA) interchange improvement project located at Interstate 605 (I-605) and Katella Avenue.

Recommendation:

1. Adopt Resolution No. 2024-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ACCEPTING A PORTION OF PARCEL No. 202111-1 COMPRISING OF 4,011 S.F. OF RIGHT OF WAY FOR STREET PURPOSES TO BE TRANSFERRED TO THE CITY OF LOS ALAMITOS NEEDED FOR WIDENING KATELLA AVENUE AND CONSTRUCTING A NEW SIDEWALK, FROM FINE US LONG BEACH LLC, A DELAWARE LIMITED LIABILITY COMPANY, PROPERTY LOCATED AT 3131 KATELLA AVENUE"; and,
2. Direct the City Clerk to record the street dedication by submitting maps to the County of Orange Recorder's Office.

J. Resolution No. 2024-09 - Orange County Housing Finance Trust (Development Services)

This item recommends that the City of Los Alamitos join the Orange County Housing Finance Trust (OCHFT), a Joint Powers Authority (JPA) formed between Orange County cities and the County of Orange in 2019. Enacted by Assembly Bill 448, the OCHFT provides funding for residential developments that preserve and produce affordable and supportive housing. These funds improve the financial viability of individual housing projects and can also increase each project's competitiveness with state and federal funding sources. Additionally, OCHFT works with a variety of government and nonprofit entities to attract more state and federal housing funds to Orange County. Joining the OCHFT would support the City to achieve the stated goals and objectives of the 6th Cycle Housing Element.

Recommendation:

1. Adopt Resolution No. 2024-09, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING, AUTHORIZING AND DIRECTING CITY EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE IN THE ORANGE COUNTY HOUSING FINANCE TRUST"; and,
2. Authorize the Mayor to execute the Orange County Housing Finance Trust Joint Exercise of Powers Agreement.

K. Cooperative Agreement with Orange County Transportation Authority (OCTA) for Countywide Signal Synchronization Baseline Project (Development Services)

This Cooperative Agreement between the City and OCTA establishes the responsibilities of each agency to develop and implement inter-jurisdictional traffic signal synchronization along various corridors within Los Alamitos as part of a countywide effort to enhance traffic flow and reduce congestion.

Recommendation: Authorize the City Manager to execute the Cooperative Agreement with Orange County Transportation Authority for the Countywide Signal Synchronization Baseline Project.

L. Awarding of Bid for Demolition and Construction Services for Sterns Park Rehab Project (CIP No. 23/24-04) (Development Services)

This item recommends the award of a bid for demolition and construction services for the Sterns Park Rehab Project at 3871 Farquhar Avenue (CIP No. 23/24-04). City Staff recommends awarding the lowest, responsible bidder, Western State Builders, Inc., for a total project cost of

\$1,115,387.00.

Recommendation:

1. Award demolition and construction services for the Sterns Park Rehab Project at 3871 Farquhar Avenue (CIP No. 23/24-04) to Western State Builders, Inc; and,
2. Authorize the Mayor to execute the Articles of Agreement with Western State Builders, Inc. for the Sterns Park Rehab Project (CIP No. 23/24-04) in the amount of \$1,650,00.

12. PUBLIC HEARING

A. **Appeal of the Planning Commission Denial of Site Development Permit (SDP) 23-01 Four-Unit Multiple-Family Residential Project (Development Services)**

Consideration of an appeal from Planning Commission denial of Site Development Permit (SDP) 23-01 to construct a 3,490 square-foot, three-story, four-unit building on a vacant parcel at 10912 Walnut Street (Applicant: Siraj Aboulhosen).

Recommendation:

1. Open the Public Hearing; and,
2. Take testimony; and,
3. Make the CEQA finding that the project is subject to a Class 1 Categorical Exemption, pursuant to Section 15332, Class 32 (Infill development), and that a Notice of Exemption shall be prepared for the proposed project in accordance with the California Environmental Quality Act; and if appropriate, and
4. Adopt Resolution No. 2024-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT (SDP) 23-01 TO PERMIT CONSTRUCTION OF A 3,490 SQUARE FOOT, THREE-STORY, FOUR-UNIT BUILDING PROJECT ON A VACANT PARCEL AT 10912 WALNUT STREET IN THE MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3), APN 242-202-06 (APPLICANT: SIRAJ ABOULHOSN)".

13. DISCUSSION ITEM

A. Senior Services Master Plan Update (Recreation)

This item for Council consideration is an update on the Senior Services Master Plan project approved at the October 23, 2023 regular Council Meeting.

Recommendation: Council receive, discuss and designate a City Council representative to serve on a Senior Advisory Advocate Committee for the Senior Services Master Plan.

14. 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.

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the 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: February 14, 2024

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 10A

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic funds transfers from January 1, 2024, to January 31, 2024.

RECOMMENDATION

Ratify the Warrants for the period from January 1, 2024, to January 31, 2024, in the amount of \$1,561,198.03.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

The grand total of \$1,561,198.03 represents checks and electronic fund transfers for the period January 1, 2024, to January 31, 2024.

Attachment: 1. Warrants 02-20-24

To Ratify

Pages:

1-7	\$	582,554.90	Warrant	01/10/2024
8	\$	600.00	Advanced Warrant	01/16/2024
9-18	\$	268,430.72	Warrant	01/24/2024
19	\$	12,502.56	January Retirees	01/01/2024
20	\$	205,051.83	Payroll	01/05/2024
21	\$	112,532.79	Benefits & Withholdings	01/05/2024
22	\$	252,616.17	Payroll	01/19/2024
23	\$	126,909.06	Benefits & Withholdings	01/19/2024

Grand Total	\$ 1,561,198.03
--------------------	------------------------

The attached Warrant Register containing checks and electronic funds transfers for the period from January 1, 2024 to January 31, 2024, 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

Craig Kochler

this 1st day of February, 2024

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADLERHORST INTERNATIONAL LLC	K9 SUPPLIES	GENERAL FUND	PATROL	1,580.57
	K9 SUPPLIES	GENERAL FUND	PATROL	<u>420.23</u>
			TOTAL:	2,000.80
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 10/29-11/1	GENERAL FUND	TRAFFIC	6,127.83
	CROSSING GUARDS 11/12-11/2	GENERAL FUND	TRAFFIC	<u>3,704.40</u>
			TOTAL:	9,832.23
AMERICAN LEGION POST 716 LOS ALAMITOS	HALL RENTAL 01/2024	GENERAL FUND	NON-DEPARTMENTAL	2,256.00
	HALL RENTAL 12/2023	GENERAL FUND	NON-DEPARTMENTAL	<u>2,256.00</u>
			TOTAL:	4,512.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL AT CITY PARKS	GENERAL FUND	PARK MAINTENANCE	<u>490.00</u>
			TOTAL:	490.00
ASCAP	LICENSE FEE ASCAP 01-06/20	GENERAL FUND	RECREATION ADMINISTRAT	217.00
	LICENSE FEE ASCAP 07-12/20	GENERAL FUND	RECREATION ADMINISTRAT	<u>217.00</u>
			TOTAL:	434.00
BARBARA BANNERMAN	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	1,124.50
	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	<u>338.00</u>
			TOTAL:	1,462.50
BROCKCOM. INC	WINTER WONDERLAND RADIO RE	GENERAL FUND	SPECIAL EVENTS	<u>298.50</u>
			TOTAL:	298.50
CALLYO 2009 CORP	02-06/2024 INVESTIGATION S	GENERAL FUND	INVESTIGATION	531.44
	07-01/2025 INVESTIGATION S	GENERAL FUND	INVESTIGATION	<u>2,124.28</u>
			TOTAL:	2,655.72
CALPERS RETIREMENT	REPLACEMENT BENEFIT 01/202	GENERAL FUND	NON-DEPARTMENTAL	<u>11,843.16</u>
			TOTAL:	11,843.16
CANON FINANCIAL SERVICES, INC.	METER USAGE & CONTRACT 11/	GENERAL FUND	RECREATION ADMINISTRAT	<u>427.54</u>
			TOTAL:	427.54
CARRI FOX	LINE DANCE DROP IN 11/29/2	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE DROP IN 12/06/2	GENERAL FUND	SPECIAL CLASSES	<u>37.80</u>
			TOTAL:	79.80
CHARLES ABBOTT ASSOCIATES, INC.	SERVICES FOR CITY 10/2023	GENERAL FUND	BUILDING INSPECTION	<u>40,438.77</u>
			TOTAL:	40,438.77
CHERYL J. SCHNITZER	BEG/INT LINE DANCE 12/04/2	GENERAL FUND	SPECIAL CLASSES	9.75
	BEG/INT LINE DANCE 12/11/2	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	19.50
CITY OF CYPRESS	WEST-COMM JPA 3RD INSTALLM	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>193,674.63</u>
			TOTAL:	193,674.63
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	692.28
COUNTY OF ORANGE TREASURER-TAX	RPT PKG/EQUIP VIOLATIONS 0	GENERAL FUND	NON-DEPARTMENTAL	1,596.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RPT PKG/EQUIP VIOLATIONS 1	GENERAL FUND	NON-DEPARTMENTAL	1,892.00
	RPT PKG/EQUIP VIOLATIONS 1	GENERAL FUND	NON-DEPARTMENTAL	1,353.00
	OC FINGERPRINT AFIS 12/20	GENERAL FUND	COMMUNICATIONS TECHNOL	431.00
	OCATS CIRCUIT & SUPPORT DE	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>1,273.33</u>
			TOTAL:	6,545.83
DATA TICKET, INC.	11/2023 MONTHLY CHARGES	GENERAL FUND	TRAFFIC	<u>531.62</u>
			TOTAL:	531.62
DOOLEY ENTERPRISES, INC.	AMMO PURCHASE	GENERAL FUND	PATROL	<u>4,370.12</u>
			TOTAL:	4,370.12
ECOFERT, INC.	LANDSCAPE MAINTENANCE CITY	GENERAL FUND	PARK MAINTENANCE	<u>630.00</u>
			TOTAL:	630.00
EMERALD ISLE ENTERTAINMENT INC	REISSUE: ICE SKATING RINK	GENERAL FUND	SPECIAL EVENTS	<u>7,347.50</u>
			TOTAL:	7,347.50
ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES 12/2	GARAGE FUND	GARAGE	<u>8,783.75</u>
			TOTAL:	8,783.75
EQUIPMENT DEPOT CALIFORNIA INC	WIRE DECKING	GENERAL FUND	BUILDING MAINTENANCE	<u>2,065.92</u>
			TOTAL:	2,065.92
FIELD TIME TARGET AND TRAINING	RANGE RENTAL 12/12 & 12/15	GENERAL FUND	PATROL	<u>750.00</u>
			TOTAL:	750.00
FRONTIER COMMUNICATIONS	JAIL ALARM 12/2023	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>334.84</u>
			TOTAL:	334.84
FUSCOE ENGINEERING	REISSUE: PEA REPORT 09/20	GENERAL FUND	NPDES	1,381.25
	REISSUE: PEA REPORT 09/20	GENERAL FUND	NPDES	5,374.75
	PEA REPORT 10/2023	GENERAL FUND	NPDES	4,972.50
	PEA REPORT 11/2023	GENERAL FUND	NPDES	<u>814.00</u>
			TOTAL:	12,542.50
GALLS / QUARTERMASTER	PATROL RAIN GEAR	GENERAL FUND	PATROL	110.52
	UNIFORMS FOR RECRUIT BOICE	GENERAL FUND	PATROL	447.87
	UNIFORMS FOR RECRUIT PEACO	GENERAL FUND	PATROL	587.21
	UNIFORMS FOR RECRUIT BLACK	GENERAL FUND	PATROL	27.70
	UNIFORMS FOR RECRUIT BLACK	GENERAL FUND	PATROL	99.21
	UNIFORMS FOR RECRUIT BLACK	GENERAL FUND	PATROL	817.89
	UNIFORMS FOR RECRUIT BOICE	GENERAL FUND	PATROL	666.79
	UNIFORMS FOR RECRUIT BLACK	GENERAL FUND	PATROL	344.20
	UNIFORMS FOR RECRUIT PEACO	GENERAL FUND	PATROL	224.46
	UNIFORMS FOR RECRUIT PEACO	GENERAL FUND	PATROL	94.26
	UNIFORMS FOR RECRUIT BOICE	GENERAL FUND	PATROL	564.01
	UNIFORMS FOR RECRUIT PEACO	GENERAL FUND	PATROL	870.11
	UNIFORMS FOR RECRUIT BLACK	GENERAL FUND	PATROL	27.39
	UNIFORMS FOR RECRUIT BLACK	GENERAL FUND	PATROL	368.05
	UNIFORMS FOR RECRUIT BLACK	GENERAL FUND	PATROL	112.65
	UNIFORMS FOR RECRUIT BLACK	GENERAL FUND	PATROL	125.53
	UNIFORMS FOR RECRUIT BOICE	GENERAL FUND	PATROL	48.42
	UNIFORM SHIRT FOR ABEND	GENERAL FUND	TRAFFIC	<u>57.31</u>
			TOTAL:	5,593.58

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GEORGE HILLS COMPANY, INC.	SERVICE FLAT FEE	GENERAL FUND	ADMINISTRATION	<u>1,291.67</u>
			TOTAL:	1,291.67
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	354.09
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	<u>635.43</u>
			TOTAL:	989.52
HI-WAY SAFETY, INC.	STREET MAINTENANCE SIGNS	GENERAL FUND	STREET MAINTENANCE	1,172.88
	STREET MAINTENANCE SIGNS	GENERAL FUND	STREET MAINTENANCE	<u>282.76</u>
			TOTAL:	1,455.64
HINDERLITER, DE LLAMAS & ASSOCIATES	Q2 CONTRACT SVCS SALES TAX	GENERAL FUND	FINANCE	937.88
	Q2 CONTRACT SVCS TRANS TAX	GENERAL FUND	FINANCE	<u>600.00</u>
			TOTAL:	1,537.88
HISPANIC ARBORIST ASSOCIATION	QUARTERLY TRAINING	GENERAL FUND	STREET MAINTENANCE	<u>2,400.00</u>
			TOTAL:	2,400.00
IEEE	WAREHOUSE RENT 01/2024	GENERAL FUND	NON-DEPARTMENTAL	<u>12,000.00</u>
			TOTAL:	12,000.00
INTEGRITY NEWSPAPER INC.	ADOPTED ORD 2023-05	GENERAL FUND	CITY COUNCIL	410.00
	136820 PUBLIC NOTICE CIP 2	GENERAL FUND	PLANNING	<u>2,480.00</u>
			TOTAL:	2,890.00
JARED E. LLOYD	HCE DROP IN 12/03/2023	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 11/30/2023	GENERAL FUND	SPORTS	160.00
	HCE DROP IN 12/05/2023	GENERAL FUND	SPORTS	208.00
	HCE DROP IN 12/07/2023	GENERAL FUND	SPORTS	256.00
	HCE DROP IN 12/10/2023	GENERAL FUND	SPORTS	128.00
	HCE DROP IN 12/12/2023	GENERAL FUND	SPORTS	<u>144.00</u>
			TOTAL:	928.00
KESTER CORPORATION	STREET MAINTENANCE	GENERAL FUND	STREET MAINTENANCE	<u>49.49</u>
			TOTAL:	49.49
KEVIN & VICKY GARRETT TENNIS, INC.	PEEWEE TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	211.90
	YOUTH BEGINNING TENNIS TUE	GENERAL FUND	SPECIAL CLASSES	373.10
	YOUTH BEGINNING TENNIS WED	GENERAL FUND	SPECIAL CLASSES	293.15
	ADULT BEGINNING TENNIS WED	GENERAL FUND	SPECIAL CLASSES	239.20
	PEE WEE TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	136.50
	YOUTH BEGINNING TENNIS THU	GENERAL FUND	SPECIAL CLASSES	274.30
	YOUTH INTERMEDIATE TENNIS	GENERAL FUND	SPECIAL CLASSES	204.10
	PEE WEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	208.65
	YOUTH BEGINNING TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	306.15
	YOUTH INTERMEDIATE TENNIS	GENERAL FUND	SPECIAL CLASSES	<u>309.40</u>
			TOTAL:	2,556.45
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	PD COPIER MONTHLY MAINT 12	GENERAL FUND	POLICE ADMINISTRATION	249.99
	PD COPIER MONTHLY MAINT 11	GENERAL FUND	POLICE ADMINISTRATION	<u>249.99</u>
			TOTAL:	499.98
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER USAGE 11-12/2023	GENERAL FUND	POLICE ADMINISTRATION	<u>460.62</u>
			TOTAL:	460.62
L.N. CURTIS AND SONS	BPV CARRIER GALLAUGHER	GENERAL FUND	POLICE ADMINISTRATION	293.13

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	293.13
LIEBERT CASSIDY WHITMORE	GENERAL ADVISORY 11/2023	GENERAL FUND	CITY ATTORNEY	449.50
	LITIGATION SERVICES 11/202	GENERAL FUND	CITY ATTORNEY	85.00
			TOTAL:	534.50
LOS ALAMITOS LOCK SERVICE	BLDG MAINTENANCE 4 KEYS	GENERAL FUND	BUILDING MAINTENANCE	21.11
			TOTAL:	21.11
MCKENZIE RICKS	SUGAR COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	422.50
			TOTAL:	422.50
MCLEAN ENTERPRISES, INC.	PD ENVELOPES	GENERAL FUND	PATROL	211.84
			TOTAL:	211.84
MISC. VENDOR EMILY HIBARD	EMILY HIBARD:MILEAGE REIMB	GENERAL FUND	CITY COUNCIL	15.26
			TOTAL:	15.26
MV CHENG ASSOCIATES, INC.			FINANCE	8,360.00
			TOTAL:	8,360.00
NANCY K. BOHL INCORPORATED	INTERIM FINANCE MGR 12/202	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
			TOTAL:	1,100.00
NEWPORT EXTERMINATING	EXTERIOR TREATED GENERAL P	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CTRL BAIT REFILL (1	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CTRL BAIT REFILL (2	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-2 OIL MAINTENANCE	GARAGE FUND	GARAGE	54.95
	2022 FORD MAVERICK (PD-2)	GARAGE FUND	GARAGE	54.95
			TOTAL:	109.90
NORTH STAR LAND CARE	11/2023 LANDSCAPE MAINTENA	GENERAL FUND	PARK MAINTENANCE	9,505.66
			TOTAL:	9,505.66
ONE SPORTS ACADEMY LLC	YOUTH BASKETBALL COACH TRA	GENERAL FUND	SPORTS	200.00
			TOTAL:	200.00
PACIFIC SECURED EQUITIES, INC.	ADMIN FEES FLAT RATE 01/20	GENERAL FUND	ADMINISTRATION	1,181.95
			TOTAL:	1,181.95
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	580.00
			TOTAL:	580.00
PETTY CASH	OCCPSA LUNCHEON	GENERAL FUND	POLICE ADMINISTRATION	60.00
	CVS PHARMACY	GENERAL FUND	POLICE ADMINISTRATION	7.20
	USPS	GENERAL FUND	POLICE ADMINISTRATION	262.93
	GALLS	GENERAL FUND	POLICE ADMINISTRATION	16.91
	OCPKA K9 LIABILITY COURSE	GENERAL FUND	PATROL	50.00
	LOCKER NAMEPLATES	GENERAL FUND	EMERGENCY PREPAREDNESS	26.00
			TOTAL:	423.04
PTS PROVIDERS INC	PAYPHONE SERVICES 01/2024	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	43.00
			TOTAL:	43.00

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	<u>1,220.93</u>
			TOTAL:	1,220.93
R.J. NOBLE COMPANY	MEAS Y CIP 21/22-03 FINAL	GENERAL FUND	NON-DEPARTMENTAL	<u>73,273.97</u>
			TOTAL:	73,273.97
RCS INVESTIGATIONS & CONSULTING, LLC	IA INVESTIGATION	GENERAL FUND	NON-DEPARTMENTAL	<u>3,755.00</u>
			TOTAL:	3,755.00
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS 12/2023	GENERAL FUND	TRAFFIC	<u>10,887.54</u>
			TOTAL:	10,887.54
RK SPORTS LLC	SOCCER AND T-BALL COMBO	GENERAL FUND	SPECIAL CLASSES	604.50
	SOCCER AND T-BALL COMBO	GENERAL FUND	SPECIAL CLASSES	503.75
	8 SPORT MULTI SPORTBALL	GENERAL FUND	SPECIAL CLASSES	<u>1,095.25</u>
			TOTAL:	2,203.50
SCOTT ANTHONY WINNINGHAM	GOOD EVENING LOS AL SIGN	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>105.43</u>
			TOTAL:	105.43
SDI PRESENCE LLC	IT SUPPORT SERVICES 11/202	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	T&M IT SUPPORT SVCS 11/202	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,455.00
	CLOUD BACK UP LICENSE 11/2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,180.00
	SENTINELONE CTRL 11/2023	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>382.85</u>
			TOTAL:	15,888.85
SESAC, INC.	RENEWAL MUSIC LICENSE 01-0	GENERAL FUND	RECREATION ADMINISTRAT	290.50
	RENEWAL MUSIC LICENSE 07-1	GENERAL FUND	RECREATION ADMINISTRAT	<u>290.50</u>
			TOTAL:	581.00
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	LANDSCAPE MAINTENANCE BIRD	GENERAL FUND	PARK MAINTENANCE	<u>7.24</u>
			TOTAL:	7.24
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	397.41
	PARKS	GENERAL FUND	PARK MAINTENANCE	30.50
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	<u>101.71</u>
			TOTAL:	529.62
SOUTHERN CALIFORNIA GAS	SOUTHERN CALIFORNIA GAS	GENERAL FUND	BUILDING MAINTENANCE	<u>254.32</u>
			TOTAL:	254.32
SPECTRUM ENTERPRISE	SPECTRUM TV 12/16-01/15/20	GENERAL FUND	ADMINISTRATION	<u>70.62</u>
			TOTAL:	70.62
ST. OF CALIFORNIA DEPT. OF JUSTICE	LIVESCANS (3) 11/2023	GENERAL FUND	NON-DEPARTMENTAL	130.00
	FINGERPRINTING 11/2023	GENERAL FUND	NON-DEPARTMENTAL	<u>32.00</u>
			TOTAL:	162.00
SUSAN SAXE-CLIFFORD, PH.D.	PSYCHOLOGICAL EXAM BOICE	GENERAL FUND	NON-DEPARTMENTAL	<u>450.00</u>
			TOTAL:	450.00
TRUTH BE TOLD POLYGRAPGH, LLC	1 PRE-EMPLOYMENT POLYGRAPH	GENERAL FUND	NON-DEPARTMENTAL	<u>250.00</u>
			TOTAL:	250.00
UNITED HOME REMODELING INC.	DEMO COMM CTR 50% PYMT	GENERAL FUND	BUILDING MAINTENANCE	<u>25,000.00</u>
			TOTAL:	25,000.00

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNITED PAVING CO	REISSUE:RETENTION PAYMENT	GENERAL FUND	NON-DEPARTMENTAL	<u>7,571.87</u>
			TOTAL:	7,571.87
UNITED STATES POSTMASTER	POSTAGE SPRING 2024 ACTIVI	GENERAL FUND	RECREATION ADMINISTRAT	<u>1,978.87</u>
			TOTAL:	1,978.87
V & V MANUFACTURING, INC.	CAPTAIN BADGE #161	GENERAL FUND	POLICE ADMINISTRATION	61.13
	SERGEANT BADGES #184 AND #	GENERAL FUND	PATROL	<u>403.90</u>
			TOTAL:	465.03
VERIZON WIRELESS	MDC 1-8 12/11-01/10/2024	GENERAL FUND	PATROL	306.08
	PD JETPACKS 12/11-01/10/20	GENERAL FUND	PATROL	76.02
	20 OFFICERS 12/11-01/10/20	GENERAL FUND	PATROL	835.20
	3 MOBILE ID 12/11-01/10/20	GENERAL FUND	PATROL	124.53
	2POLICE4GLTE 12/11-01/10/2	GENERAL FUND	PATROL	90.04
	CHIEFS PHONE 12/11-01/10/2	GENERAL FUND	PATROL	41.51
	3 TRIAL MDCS 12/11-01/10/2	GENERAL FUND	PATROL	120.03
	4 DETECTIVE 12/11-01/10/20	GENERAL FUND	INVESTIGATION	166.04
	CLO PHONE 12/11-01/10/2024	GENERAL FUND	COMMUNITY OUTREACH	41.51
	7 CITY PHONES 12/11-01/10/	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>738.69</u>
			TOTAL:	2,539.65
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	10,981.50
	TAX CREDIT	GARAGE FUND	GARAGE	<u>383.39</u>
			TOTAL:	10,598.11
WAXIE'S ENTERPRISES INC.	BUILDING SUPPLIES SOAP DIS	GENERAL FUND	BUILDING MAINTENANCE	<u>279.24</u>
			TOTAL:	279.24
WEST COAST ARBORISTS, INC.	REISSUE: PARK REHAB MAINT	GENERAL FUND	STREET MAINTENANCE	9,676.00
	REISSUE: TREE MAINT 10/202	GENERAL FUND	PARK MAINTENANCE	763.50
	LANDSCAPE MAINT 11/6-7/202	GENERAL FUND	PARK MAINTENANCE	<u>4,940.00</u>
			TOTAL:	15,379.50
WHITTIER FERTILIZER COMPANY	LANDSCAPE MAINT SEED COVER	GENERAL FUND	PARK MAINTENANCE	781.19
	LANDSCAPE MAINT SEED COVER	GENERAL FUND	PARK MAINTENANCE	<u>781.19</u>
			TOTAL:	1,562.38
WILLDAN ENGINEERING	INTERIM PW MANAGER 10/2023	GENERAL FUND	CITY ENGINEER	21,510.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	4,190.00
	PLAN CHECK	GENERAL FUND	CITY ENGINEER	1,316.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	2,960.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	4,418.00
	LANDSCAPE JFTB GENERAL ENG	GENERAL FUND	CITY ENGINEER	3,793.00
	STREET MARKINGS	MEASURE M	CAPITAL PROJECTS	<u>640.00</u>
			TOTAL:	38,827.00

WARRANTS 01/10/2024

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
===== FUND TOTALS =====				
10	GENERAL FUND	545,799.01		
26	MEASURE M	640.00		
50	GARAGE FUND	19,491.76		
53	TECHNOLOGY REPLACEMENT	15,931.85		
99	POOL CLEARING FUND	692.28		

	GRAND TOTAL:	582,554.90		

ADVANCED WARRANT 01/16/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MR C'S OF SOUTH GATE	REISSUE:TRAILER INBOUND	GARAGE FUND	GARAGE	600.00
			TOTAL:	600.00

```

===== FUND TOTALS =====
50  GARAGE FUND                600.00
-----
      GRAND TOTAL:             600.00
-----

```


WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	K9 VEHICLE	GARAGE FUND	GARAGE	26,440.65
	UNITS 48-1 & 48-3 OUTFIT V	GARAGE FUND	GARAGE	<u>550.00</u>
			TOTAL:	26,990.65
ADMINSURE	WORKER'S COMP CLAIM 12/202	SELF INSURANCE TRU	INSURANCE	<u>411.94</u>
			TOTAL:	411.94
ALAN MCCLINTOCK	MOBILE SERVER 02/2024-02/2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>2,587.50</u>
			TOTAL:	2,587.50
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 11-12/2023	GENERAL FUND	TRAFFIC	7,408.80
	CROSSING GUARDS 12/2023	GENERAL FUND	TRAFFIC	<u>7,407.29</u>
			TOTAL:	14,816.09
AMERICAN LEGION POST 716 LOS ALAMITOS	HALL RENTAL 02/2024	GENERAL FUND	NON-DEPARTMENTAL	<u>2,256.00</u>
			TOTAL:	2,256.00
BMI	ANNUAL LICENSE FEE #514252	GENERAL FUND	RECREATION ADMINISTRAT	<u>435.00</u>
			TOTAL:	435.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	1 BLOOD DRAW 12/2023	GENERAL FUND	PATROL	<u>147.00</u>
			TOTAL:	147.00
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SVCS 10/2023	GENERAL FUND	NPDES	785.00
	WQMP REVIEW SVCS 11/2023	GENERAL FUND	NPDES	315.00
	WQMP REVIEW SVCS 11/2023	GENERAL FUND	NPDES	<u>577.50</u>
			TOTAL:	1,677.50
CITIZENLAB	PUBLIC ENGAGE SOFTWARE	GENERAL FUND	ADMINISTRATION	<u>9,300.00</u>
			TOTAL:	9,300.00
COLORADO FAMILY SUPPORT REGISTRY	ID #12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COUNTY OF ORANGE TREASURER-TAX	OC FINGERPRINT AFIS 01/202	GENERAL FUND	COMMUNICATIONS TECHNOL	431.00
	OCSD TECH DIVISION QTR1	GENERAL FUND	COMMUNICATIONS TECHNOL	6,364.00
	TECH DIVISION CHARGES 09/2	GARAGE FUND	GARAGE	<u>682.10</u>
			TOTAL:	7,477.10
CROSSTOWN ELECTRICAL & DATA, INC.	12/2023 CERRITOS & BLOOM	GENERAL FUND	STREET MAINTENANCE	<u>1,228.50</u>
			TOTAL:	1,228.50
DANIELS TIRE SERVICE	PD48-6 TIRE REPLACEMENT	GARAGE FUND	GARAGE	367.57
	PC-1 TIRE REPLACEMENT (PD)	GARAGE FUND	GARAGE	<u>375.12</u>
			TOTAL:	742.69
DATA TICKET, INC.	MONTHLY CHARGES 12/2023	GENERAL FUND	TRAFFIC	<u>538.92</u>
			TOTAL:	538.92
DEPARTMENT OF INDUSTRIAL RELATIONS	ASSESSMENT FY 23/24	SELF INSURANCE TRU	INSURANCE	<u>1,800.78</u>
			TOTAL:	1,800.78
EBERHARD EQUIPMENT	PARK REHAB EQUIPMENT RENTA	GENERAL FUND	STREET MAINTENANCE	<u>969.75</u>
			TOTAL:	969.75
ECOFERT, INC.	FERTIGATION SERVICE 12/202	GENERAL FUND	PARK MAINTENANCE	630.00

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	630.00
EDGAR A YOUNG	DINE & DOUGH HOUSE ENTERTA	GENERAL FUND	NON-DEPARTMENTAL	100.00
			TOTAL:	100.00
EWLES MATERIALS	REISSUE: KING ST CONCRETE	GENERAL FUND	STREET MAINTENANCE	150.00
	REISSUE: HUMBOLDT ST CONCR	GENERAL FUND	STREET MAINTENANCE	150.00
	REISSUE: KING ST CONCRETE	GENERAL FUND	STREET MAINTENANCE	150.00
			TOTAL:	450.00
FRONTIER COMMUNICATIONS	JAIL ALARM 01/2024	GENERAL FUND	COMMUNICATIONS TECHNOL	399.37
			TOTAL:	399.37
GANAHL LUMBER COMPANY	PPE AND SAFETY MASKS	GENERAL FUND	STREET MAINTENANCE	62.91
	YARD SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	142.48
	FILE ROOM POLICE DEPT SUPP	GENERAL FUND	BUILDING MAINTENANCE	37.13
	SUPPLIES POLICE DEPT ROOM	GENERAL FUND	BUILDING MAINTENANCE	63.54
	ICE MAKER REPAIR COMM CENT	GENERAL FUND	BUILDING MAINTENANCE	24.25
			TOTAL:	330.31
GOLDEN STATE WATER COMPANY	WATER	GENERAL FUND	STREET MAINTENANCE	5,343.52
	WATER	GENERAL FUND	PARK MAINTENANCE	6,269.57
	WATER	GENERAL FUND	PARK MAINTENANCE	2,014.07
	WATER	GENERAL FUND	BUILDING MAINTENANCE	1,142.74
			TOTAL:	14,769.90
HDL COREN & CONE	PROPERTY TAX 01-03/2024	GENERAL FUND	FINANCE	1,582.96
			TOTAL:	1,582.96
HISPANIC ARBORIST ASSOCIATION	SAFETY GOGGLES SUPPLIES	GENERAL FUND	PARK MAINTENANCE	327.00
			TOTAL:	327.00
HOLIDAYGOO, INC.	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	2,007.47
			TOTAL:	2,007.47
JHM SUPPLY, INC.	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	76.60
	PARK MAINTENANCE IRRIGATIO	GENERAL FUND	PARK MAINTENANCE	1,298.70
			TOTAL:	1,375.30
JOSE MARTINEZ	CAR WASH CODE & ADMIN	GARAGE FUND	GARAGE	135.00
	CAR WASH PUBLIC WORKS	GARAGE FUND	GARAGE	45.00
	CAR WASH RECREATION	GARAGE FUND	GARAGE	145.00
	CAR WASH POLICE DEPT	GARAGE FUND	GARAGE	450.00
	CAR WASH POLICE DEPT	GARAGE FUND	GARAGE	685.00
	CAR WASH CODE & ADMIN	GARAGE FUND	GARAGE	90.00
	CAR WASH POLICE DEPT	GARAGE FUND	GARAGE	45.00
	CAR WASH PUBLIC WORKS	GARAGE FUND	GARAGE	45.00
	CAR WASH POLICE DEPT	GARAGE FUND	GARAGE	730.00
	CAR WASH CODE & ADMIN	GARAGE FUND	GARAGE	135.00
	CAR WASH PUBLIC WORKS	GARAGE FUND	GARAGE	45.00
	CAR WASH RECREATION	GARAGE FUND	GARAGE	90.00
	CAR WASH POLICE DEPT	GARAGE FUND	GARAGE	405.00
	CAR WASH POLICE DEPT	GARAGE FUND	GARAGE	735.00
			TOTAL:	3,780.00
KARI HALL	SPRING CARNIVAL SPECIAL EV	GENERAL FUND	SPECIAL EVENTS	1,175.00

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,175.00
KONICA MINOLTA BUSINESS SOLUTIONS	POLICE DEPT COPIER LEASE	GENERAL FUND	POLICE ADMINISTRATION	230.31
			TOTAL:	230.31
KONICA MINOLTA PREMIER	COPIER LEASE 01/20-02/19/2	GENERAL FUND	FINANCE	1,048.46
			TOTAL:	1,048.46
LAURA COLE	TRANSPARENCY ADVISING 01/2	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	3,000.00
LEAGUE OF CALIFORNIA CITIES	HIBARD OC DIVISION MEETING	GENERAL FUND	CITY COUNCIL	30.00
	MURPHY OC DIVISION MEETING	GENERAL FUND	CITY COUNCIL	30.00
	MEMBERSHIP DUES 2024	GENERAL FUND	ADMINISTRATION	6,742.00
			TOTAL:	6,802.00
LOS ALAMITOS AREA CHAMBER OF COMMERCE	MURPHY LOS AL CHAMBER BREA	GENERAL FUND	CITY COUNCIL	30.00
	NEFULDA LOS AL CHAMBER BRE	GENERAL FUND	CITY COUNCIL	30.00
			TOTAL:	60.00
LOWE'S	2 TOILETS CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	306.80
	2 TOILETS POLICE DEPARTMEN	GENERAL FUND	BUILDING MAINTENANCE	395.91
	COMMUNITY CENTER SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	6.88
			TOTAL:	709.59
MCGRATH RENTCORP	01/2024 TRAILER RENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	739.73
			TOTAL:	739.73
MCLEAN ENTERPRISES, INC.	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	280.77
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	639.11
			TOTAL:	919.88
MISC. VENDOR	NORMA HACKWORTH	GENERAL FUND	NON-DEPARTMENTAL	153.00
	CAROL HANAKI	GENERAL FUND	NON-DEPARTMENTAL	162.00
	CAROL HANAKI	GENERAL FUND	NON-DEPARTMENTAL	12.00
			TOTAL:	327.00
MTC	ISLAND MARKERS AND BORDERS	GENERAL FUND	STREET MAINTENANCE	1,045.25
			TOTAL:	1,045.25
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES 01/2024	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
			TOTAL:	1,100.00
NICHOLAS BRESLIN MAHANIN	50 TITLE PLAQUES	GENERAL FUND	ADMINISTRATION	3,501.88
			TOTAL:	3,501.88
NORM'S AUTOMOTIVE CENTER, INC.	POLICE DEPT 48-8 OIL MAINT	GARAGE FUND	GARAGE	54.95
	2009 FORD F350 SMOG INSPEC	GARAGE FUND	GARAGE	49.50
	2003 FORD F550 SMOG INSPEC	GARAGE FUND	GARAGE	49.50
	2013 CHEVY SMOG INSPECTION	GARAGE FUND	GARAGE	49.50
	2012 FORD F250 SMOG INSPEC	GARAGE FUND	GARAGE	49.50
			TOTAL:	252.95
ORANGE CO CHIEFS OF POLICE & SHERIFF'S	2024 TRI COUNTY WORKSHOP R	GENERAL FUND	POLICE ADMINISTRATION	200.00
			TOTAL:	200.00

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OUR LOS AL	MANAGEMENT SERVICES 01/202	LOS ALAMITOS TV	LOS ALAMITOS TV	<u>2,083.33</u>
			TOTAL:	2,083.33
PAPER RECYCLING SPECIALISTS	SHREDDING 01/04/2024	GENERAL FUND	FINANCE	39.00
	SHREDDING 01/04/2024	GENERAL FUND	RECORDS	39.00
	SHREDDING 01/04/2024	GENERAL FUND	RECREATION ADMINISTRAT	<u>39.00</u>
			TOTAL:	117.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	580.00
PRINTMASTERS	2024 POLICE DEPT CALENDAR	GENERAL FUND	POLICE ADMINISTRATION	<u>98.33</u>
			TOTAL:	98.33
PUBLIC SECTOR PERSONNEL CONSULTANTS IN	TOTAL COMPENSATION SURVEY	GENERAL FUND	ADMINISTRATION	<u>10,000.00</u>
			TOTAL:	10,000.00
QUALITY CODE PUBLISHING, LLC	ECODE 360 ANNUAL MAINTENAN	GENERAL FUND	ADMINISTRATION	1,195.00
	ORDINANCE ANNUAL UPDATE FE	GENERAL FUND	ADMINISTRATION	150.00
	CODE ALERT MONTHLY FEE CRE	GENERAL FUND	ADMINISTRATION	50.00-
	WEBSITE MAINTENANCE & STOR	GENERAL FUND	ADMINISTRATION	<u>80.00-</u>
			TOTAL:	1,215.00
ROGERS, ANDERSON, MALODY & SCOTT, LLP	AUDIT FY 2022/2023	GENERAL FUND	FINANCE	<u>10,000.00</u>
			TOTAL:	10,000.00
SAFEGUARD BUSINESS SYSTEMS INC.	ADDITIONAL W-2 FORMS	GENERAL FUND	FINANCE	<u>108.53</u>
			TOTAL:	108.53
SANBON PRO APPAREL	STAFF UNIFORMS	GENERAL FUND	SPORTS	<u>641.11</u>
			TOTAL:	641.11
SCA OF CA LLC	STREET SWEEPING 11/2023	GENERAL FUND	STREET MAINTENANCE	9,463.99
	STREET SWEEPING 12/2023	GENERAL FUND	STREET MAINTENANCE	<u>9,463.99</u>
			TOTAL:	18,927.98
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	PRESCHOOL PUMP REPAIR	GENERAL FUND	PARK MAINTENANCE	<u>13.12</u>
			TOTAL:	13.12
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST	GENERAL FUND	STREET MAINTENANCE	18,269.05
	PARKS	GENERAL FUND	PARK MAINTENANCE	499.11
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	421.10
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	87.26
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	4,800.61
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	<u>1,964.40</u>
			TOTAL:	26,041.53
SPECTRUM ENTERPRISE	FIBER INTERNET	GENERAL FUND	ADMINISTRATION	<u>489.13</u>
			TOTAL:	489.13
ST. OF CALIFORNIA DEPT. OF JUSTICE	LIVESCANS (3) 12/2023	GENERAL FUND	NON-DEPARTMENTAL	130.00
	FINGERPRINTING 12/2023	GENERAL FUND	NON-DEPARTMENTAL	<u>96.00</u>
			TOTAL:	226.00
SUPERIOR PAVEMENT MARKINGS, INC.	REPAINT INTERSECTION KAT &	GENERAL FUND	STREET MAINTENANCE	<u>7,910.00</u>
			TOTAL:	7,910.00

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE CONVERSE PROFESSIONAL GROUP	PROFESSIONAL SVCS 10-11/20	GENERAL FUND	BUILDING MAINTENANCE	1,133.39
			TOTAL:	1,133.39
TRACY MILLER CONSULTING, INC.	COMMUNICATION CONSULT 11/2	GENERAL FUND	ADMINISTRATION	5,500.00
			TOTAL:	5,500.00
U.S. BANK	BREAD SLICER BREAD PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	1,370.00
	GIFT CARDS VOLUNTEER END O	GENERAL FUND	NON-DEPARTMENTAL	120.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	82.47
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	23.83
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	54.29
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	30.16
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	16.96
	SENIOR PROGRAMS	GENERAL FUND	NON-DEPARTMENTAL	12.61
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	104.81
	DINE & DOUGH HOUSE LUNCH	GENERAL FUND	NON-DEPARTMENTAL	83.98
	DINE & DOUGH HOUSE LUNCH	GENERAL FUND	NON-DEPARTMENTAL	19.95
	PERSONAL ITEM PAID WITH CA	GENERAL FUND	NON-DEPARTMENTAL	5.05
	DINE & DOUGH HOUSE MEALS	GENERAL FUND	NON-DEPARTMENTAL	70.67
	DINE & DOUGH HOUSE MEALS	GENERAL FUND	NON-DEPARTMENTAL	19.31
	HIBARD JFTB SUNDAY FUNDAY	GENERAL FUND	CITY COUNCIL	65.00
	DOBY ACC-OC 24 DC ADVOCACY	GENERAL FUND	CITY COUNCIL	1,650.00
	DOBY & GUEST ACC-OC WED CL	GENERAL FUND	CITY COUNCIL	400.00
	NEFULDA MEMBER CITY OFFICI	GENERAL FUND	CITY COUNCIL	675.00
	MURPHY OCREGISTER.COM SUBS	GENERAL FUND	CITY COUNCIL	18.00
	COUNCIL MEETINGS DINNER 12	GENERAL FUND	CITY COUNCIL	126.26
	SNACKS COUNCIL MEETING 12/	GENERAL FUND	CITY COUNCIL	68.97
	COUNCIL MEETING DINNER 12/	GENERAL FUND	CITY COUNCIL	102.35
	RETRACTABLE BADGE HOLDER	GENERAL FUND	ADMINISTRATION	545.06
	ILLUSTRATOR AND ACROBAT MO	GENERAL FUND	ADMINISTRATION	59.98
	TRAVEL LCW CONFERENCE	GENERAL FUND	ADMINISTRATION	15.00
	TRAVEL LCW CONFERENCE	GENERAL FUND	ADMINISTRATION	15.00
	TRAVEL LCW CONFERENCE	GENERAL FUND	ADMINISTRATION	219.80
	PUBLIC SECTOR LAW CONFEREN	GENERAL FUND	ADMINISTRATION	645.00
	OCREGISTER.COM MONTHLY SUB	GENERAL FUND	ADMINISTRATION	26.00
	EMPLOYEE SURVEY	GENERAL FUND	ADMINISTRATION	99.00
	2 DAY BASIC PEER SUPPORT T	GENERAL FUND	ADMINISTRATION	250.00
	2024 MASTER ACADEMY CIVIC	GENERAL FUND	ADMINISTRATION	289.00
	IIMC 3 ATHENIAN DIALOGUE C	GENERAL FUND	ADMINISTRATION	300.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	9.86
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	26.91
	BUSINESS LUNCH WITH CM & J	GENERAL FUND	ADMINISTRATION	108.74
	SHRED TRUCK RECORD MGMT DA	GENERAL FUND	ADMINISTRATION	750.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	31.11
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	126.70
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	21.71
	QUINTANAR HOTEL 2023 CITY	GENERAL FUND	ADMINISTRATION	433.88
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	151.14
	LIGHT FOR IG BADGE PICTURE	GENERAL FUND	ADMINISTRATION	32.33
	WHITE BACKDROP SUPPLIES	GENERAL FUND	ADMINISTRATION	147.43
	LUNCH & LEARN DRINKS	GENERAL FUND	ADMINISTRATION	53.34
	LUNCH & LEARN LUNCH	GENERAL FUND	ADMINISTRATION	593.07
	WELLNESS WINNERS GIFT CARD	GENERAL FUND	ADMINISTRATION	140.00
	HOLIDAY PARTY LUNCH	GENERAL FUND	ADMINISTRATION	250.00
	QUINTANAR WEBINAR UNLOCK S	GENERAL FUND	ADMINISTRATION	45.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	107.05

WARRANTS 01/24/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DECORATIONS FOR COUNCIL 12	GENERAL FUND	ADMINISTRATION	97.98
	SUPPLIES	GENERAL FUND	FINANCE	22.93
	SUPPLIES	GENERAL FUND	FINANCE	155.96
	SUPPLIES	GENERAL FUND	FINANCE	59.12
	DUES / SUBSCRIPTION	GENERAL FUND	FINANCE	10.00
	EMPLOYEE HOLIDAY LUNCH	GENERAL FUND	FINANCE	143.29
	SUPPLIES	GENERAL FUND	FINANCE	514.25
	REFUND TRAINING CLASS	GENERAL FUND	POLICE ADMINISTRATION	249.00-
	SUPERVISORY COURSE CPL KIM	GENERAL FUND	POLICE ADMINISTRATION	465.00
	WINDOW TINTING	GENERAL FUND	POLICE ADMINISTRATION	250.00
	OFFICE SUPPLY	GENERAL FUND	POLICE ADMINISTRATION	32.75
	CHIEF USB TO USB CONNECTIO	GENERAL FUND	POLICE ADMINISTRATION	22.92
	PERSONAL ITEM REIMB CHK 29	GENERAL FUND	POLICE ADMINISTRATION	50.21
	CONNECTION FOR COMMAND BUS	GENERAL FUND	POLICE ADMINISTRATION	59.84
	CONNECTION FOR COMMAND BUS	GENERAL FUND	POLICE ADMINISTRATION	40.15
	VIP'S APPRECIATION DINNER	GENERAL FUND	POLICE ADMINISTRATION	261.02
	POLICE DEPT HOLIDAY DINNER	GENERAL FUND	POLICE ADMINISTRATION	420.00
	LOGO	GENERAL FUND	POLICE ADMINISTRATION	28.00
	HOLIDAY SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	25.01
	OFFICE & HOLIDAY SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	136.52
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	256.91
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	241.20
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	74.45
	CPOA TRAINING COURSE	GENERAL FUND	POLICE ADMINISTRATION	125.00
	TABLECLOTHS	GENERAL FUND	POLICE ADMINISTRATION	61.00
	CPCA TRAINING COURSE	GENERAL FUND	POLICE ADMINISTRATION	350.00
	ORAL PANEL SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	6.51
	ORAL PANEL SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	30.00
	HOLIDAY SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	6.89
	SUPPLIES FOR POLICE DEPT	GENERAL FUND	PATROL	8.78
	EYE GLASSES FOR RANGE	GENERAL FUND	PATROL	78.92
	REFUND EYE GLASSES FOR RAN	GENERAL FUND	PATROL	45.20-
	OFFICE SUPPLIES	GENERAL FUND	PATROL	114.73
	REFUND FOR RETURN	GENERAL FUND	PATROL	13.99-
	OFFICE SUPPLIES	GENERAL FUND	PATROL	16.12
	2024 PC/CVC BOOKS	GENERAL FUND	PATROL	146.97
	OFFICE SUPPLIES	GENERAL FUND	PATROL	127.01
	ACADEMY BOOKS	GENERAL FUND	PATROL	41.76
	K9 FOOD	GENERAL FUND	PATROL	108.81
	UNIFORMS FOR RECRUITS	GENERAL FUND	PATROL	585.12
	UNIFORMS FOR RECRUITS	GENERAL FUND	PATROL	403.47
	PT GEAR FOR RECRUITS	GENERAL FUND	PATROL	1,000.00
	HOLSTER FOR RECRUIT	GENERAL FUND	PATROL	159.44
	K9 UNIFORM NAVARRO	GENERAL FUND	PATROL	44.10
	K9 FOOD	GENERAL FUND	PATROL	159.64
	EVIDENCE STORAGE BINS	GENERAL FUND	RECORDS	101.06
	LOCKS FOR STORAGE BINS	GENERAL FUND	RECORDS	226.15
	PROPERTY/EVIDENCE SUPPLIES	GENERAL FUND	RECORDS	40.56
	PROPERTY/EVIDENCE SUPPLIES	GENERAL FUND	RECORDS	38.64
	PROPERTY/EVIDENCE SUPPLIES	GENERAL FUND	RECORDS	43.90
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	39.72
	MONTHLY SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	87.35
	COFFEE WITH A COP/TOY DRIV	GENERAL FUND	COMMUNITY OUTREACH	61.89
	COFFEE WITH A COP/TOY DRIV	GENERAL FUND	COMMUNITY OUTREACH	41.25
	COFFEE WITH A COP/TOY DRIV	GENERAL FUND	COMMUNITY OUTREACH	22.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POLICE DEPT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	6.54
	CITATION PAPER	GENERAL FUND	TRAFFIC	91.27
	TRAFFIC CHALK	GENERAL FUND	TRAFFIC	56.37
	MEETING SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	17.99
	REFUND CHRISTMAS DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	422.81-
	CHRISTMAS DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	432.62
	CHRISTMAS DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	782.23
	MARKETING GMLA	GENERAL FUND	COMMUNITY DEVEL ADMIN	1.94
	PARKING GMLA	GENERAL FUND	COMMUNITY DEVEL ADMIN	144.49
	ROSSMOOR LIVING ADVERTISEM	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	MEN'S POLO FOR DEVELOPMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	879.46
	YOUTUBE TV 12/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	SNACKS/DRINKS 12/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	43.98
	CALENDAR SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.73
	CALENDAR SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	22.91
	CALENDAR SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	345.13
	BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	24.36
	BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	8.25
	WOMEN'S POLO SHIRTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	791.99
	DEPARTMENT BOMBER JACKETS	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,201.64
	EXPEDITED SHIPPING TOM	GENERAL FUND	COMMUNITY DEVEL ADMIN	28.88
	BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	5.78
	BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.20
	CITY HALL CHRISTMAS TREES	GENERAL FUND	COMMUNITY DEVEL ADMIN	365.73
	CITY HALL CHRISTMAS TREES	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.54
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	15.20
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	59.75
	CITY HALL OUTDOOR DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	418.91
	CITY HALL OUTDOOR DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	42.60
	DEPARTMENT HOLIDAY CARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	195.25
	CITY HALL OUTDOOR DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	137.59
	CODE SUPPLIES KEY FOR OSVA	GENERAL FUND	NEIGHBORHOOD PRESERVAT	3.05
	CODE SUPPLIES BADGE HOLDER	GENERAL FUND	NEIGHBORHOOD PRESERVAT	60.06
	CODE SUPPLIES NAME TAPE OS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	13.08
	PW SUPERVISOR CELLPHONE ST	GENERAL FUND	STREET MAINTENANCE	8.89
	OFFICE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	41.15
	STREET MAINTENANCE SIGNS	GENERAL FUND	STREET MAINTENANCE	70.74
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	464.86
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	150.00
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	276.24
	TRAILER LOCKS	GENERAL FUND	STREET MAINTENANCE	83.68
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	102.45
	SAND BAGS	GENERAL FUND	STREET MAINTENANCE	610.94
	VEHICLE KEY SAFE	GENERAL FUND	PARK MAINTENANCE	185.71
	PARK MAINTENANCE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	572.11
	PARK MAINTENANCE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	472.48
	PARK MAINTENANCE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	419.88
	BLDG MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	34.80
	BLDG MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,025.00
	BLDG MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	260.13
	BLDG MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	21.52
	MONTHLY SUBSCRIPTION FEE	GENERAL FUND	RECREATION ADMINISTRAT	16.99
	PARKING CSULB MEETING LIFE	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	PRINTER COMMUNITY CENTER 2	GENERAL FUND	RECREATION ADMINISTRAT	328.49
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	54.90
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	88.93

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	41.99
	OFFICE SUPPLIES EMPLOYEE F	GENERAL FUND	RECREATION ADMINISTRAT	40.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	29.90
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	30.62
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	63.67
	DIRECT TV DUES AND SUBSCRI	GENERAL FUND	RECREATION ADMINISTRAT	128.23
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	54.35
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	211.20
	EVENTBRITE ANNUAL FEE	GENERAL FUND	RECREATION ADMINISTRAT	29.00
	ADC MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	450.00
	CSULB PARKING	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	CPRS DUES	GENERAL FUND	RECREATION ADMINISTRAT	745.00
	APPLE ICLOUD MONTHLY SUBSC	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	368.51
	CPRS DUES	GENERAL FUND	RECREATION ADMINISTRAT	20.00
	CPRS TRAVEL	GENERAL FUND	RECREATION ADMINISTRAT	85.00
	E NODA LOCC MEMBERS ACADEM	GENERAL FUND	RECREATION ADMINISTRAT	675.00
	CONSTANT CONTACTS DUES	GENERAL FUND	RECREATION ADMINISTRAT	342.00
	WINTER DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	51.41
	WINTER DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	352.26
	WINTER DAY CAMP CRAFT SUPP	GENERAL FUND	DAY CAMP	72.06
	WINTER DAY CAMP CRAFT SUPP	GENERAL FUND	DAY CAMP	82.96
	WINTER DAY CAMP CRAFT SUPP	GENERAL FUND	DAY CAMP	169.31
	WINTER DAY SUPPLIES	GENERAL FUND	DAY CAMP	158.93
	YOUTH VOLLEYBALL	GENERAL FUND	SPORTS	88.20
	CHEER SUPPLIES	GENERAL FUND	SPORTS	272.60
	CHEER SUPPLIES	GENERAL FUND	SPORTS	39.30
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	8.00
	MAT SERVICE COMMUNITY CENT	GENERAL FUND	SPECIAL CLASSES	106.47
	MAT SERVICE COMMUNITY CENT	GENERAL FUND	SPECIAL CLASSES	106.47
	PRESCHOOL PERFORMANCE	GENERAL FUND	SPECIAL CLASSES	48.15
	PRESCHOOL HOLIDAY CARDS	GENERAL FUND	SPECIAL CLASSES	52.80
	PRESCHOOL HOLIDAY CRAFT	GENERAL FUND	SPECIAL CLASSES	5.16
	REFUND WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	0.10-
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	141.36
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	38.09
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	54.35
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	45.84
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	16.27
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	16.27
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	282.42
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	21.51
	TOY DRIVE SPECIAL EVENT SU	GENERAL FUND	SPECIAL EVENTS	120.18
	TOY DRIVE SPECIAL EVENT SU	GENERAL FUND	SPECIAL EVENTS	321.17
	WINTER WONDERLAND ICE RINK	GENERAL FUND	SPECIAL EVENTS	130.26
	SPEAKER STAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	24.00
	SPEAKER STAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	13.82
	SPEAKER STAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	218.46
	WINTER WONDERLAND BALLOONS	GENERAL FUND	SPECIAL EVENTS	309.74
	HOLIDAY DECOR	GENERAL FUND	SPECIAL EVENTS	725.00
	MOBILE REC	GENERAL FUND	SPECIAL EVENTS	389.81
	ICE	GENERAL FUND	SPECIAL EVENTS	163.60
	FOUNTAIN BEER GARDEN	GENERAL FUND	SPECIAL EVENTS	78.53
	WINTER WONDERLAND CANDY	GENERAL FUND	SPECIAL EVENTS	65.97
	HOLIDAY DECOR	GENERAL FUND	SPECIAL EVENTS	72.08
	RACE LOS AL	GENERAL FUND	SPECIAL EVENTS	364.00

WARRANTS 01/10/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	HOLIDAY DECORATING	GENERAL FUND	SPECIAL EVENTS	15.27
	HOLIDAY DECORATING	GENERAL FUND	SPECIAL EVENTS	106.16
	WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	364.00
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	120.79
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	35.98
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	19.38
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	23.27
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	229.75
	REFUND WINTER WONDERLAND S	GENERAL FUND	SPECIAL EVENTS	29.71-
	REFUND WINTER WONDERLAND S	GENERAL FUND	SPECIAL EVENTS	16.38-
	REFUND WINTER WONDERLAND S	GENERAL FUND	SPECIAL EVENTS	74.70-
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	39.26
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	83.98
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	151.63
	SPECIAL EVENTS SUPPLIES	GENERAL FUND	SPECIAL EVENTS	76.46
	WINTER WONDERLAND STAGE	GENERAL FUND	SPECIAL EVENTS	45.45
	WINTER WONDERLAND SNOW ARE	GENERAL FUND	SPECIAL EVENTS	84.08
	RECREATION STAGE	GARAGE FUND	GARAGE	51.70
	TRAILER TITLE REPLACEMENT	GARAGE FUND	GARAGE	0.50
	TRAILER TITLE REPLACEMENT	GARAGE FUND	GARAGE	25.00
	TRAILER LOCKS	GARAGE FUND	GARAGE	228.29
	F350 REPLACE REAR WINDOW	GARAGE FUND	GARAGE	270.00
			TOTAL:	40,444.51
UNDERGROUND SERVICE ALERT OF SO CAL	MONTHLY DATABASE 01/2024	GENERAL FUND	STREET MAINTENANCE	29.25
			TOTAL:	29.25
VERIZON WIRELESS	EMERGENCY PREP	GENERAL FUND	EMERGENCY PREPAREDNESS	166.04
	ADMINISTRATION	GENERAL FUND	COMMUNITY DEVEL ADMIN	306.62
	COMM DEVELOPEMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	123.43
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	331.68
			TOTAL:	927.77
WEST PUBLISHING CORPORATION	ONLINE/SOFTWARE SUB 12/202	GENERAL FUND	INVESTIGATION	335.20
			TOTAL:	335.20
WEX HEALTH, INC.	FSA MONTHLY 12/2023	GENERAL FUND	FINANCE	50.00
			TOTAL:	50.00
WILLDAN FINANCIAL SERVICES	COST RECOVERY 12/2023	GENERAL FUND	ADMINISTRATION	1,168.00
			TOTAL:	1,168.00
WOODRUFF & SMART, APC	GENERAL ADVISORY 12/2023	GENERAL FUND	CITY ATTORNEY	12,150.60
	LITIGATION SERVICES 12/202	GENERAL FUND	CITY ATTORNEY	5,803.90
	GENERAL ADVISORY 12/2023	GENERAL FUND	CITY ATTORNEY	88.50
	PROSECUTOR SERVICES 12/202	GENERAL FUND	CITY ATTORNEY	3,874.00
			TOTAL:	21,917.00

WARRANTS 01/10/2024

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
===== FUND TOTALS =====				
10	GENERAL FUND	228,292.53		
28	LOS ALAMITOS TV	2,083.33		
50	GARAGE FUND	33,023.88		
53	TECHNOLOGY REPLACEMENT	2,587.50		
54	SELF INSURANCE TRUST	2,212.72		
99	POOL CLEARING FUND	230.76		

	GRAND TOTAL:	268,430.72		

Retirees Medical Reimbursement

Date: January 1, 2024

Number of Transactions: 17

Total Batch: \$12,502.56

Payroll 01/05/2024

-----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	27,520.77	8,345.15	0.00	9,778.05	9,397.57	3,223.33	2,960.85	21,336.59
10-512 Finance	12,692.16	2,476.70	0.00	6862.42	3,353.04	1079.36	1534.47	10,078.33
10-521 Police Administration	29,119.20	21,224.40	0.00	0.00	7,894.80	5,287.57	5,245.63	18,586.00
10-522 Police- Patrol	76,873.35	47,328.29	18,245.26	6,906.37	4,393.43	12,202.33	12,903.69	51,767.33
10-523 Police- Investigation	20,317.88	15,301.20	1,565.77	1,598.00	1,852.91	4,493.86	3,451.28	12,372.74
10-524 Police- Records	9,346.62	3,747.60	0.00	1873.80	3,725.22	694.75	1,377.84	7,274.03
10-526 Police- Community Outreach	1,680.36	0.00	0.00	0.00	1,680.36	63.01	95.13	1,522.22
10-527 Police-Youth Programs	4,480.85	3,758.36	26.41	0.00	696.08	880.33	466.16	3,134.36
10-528 Police- Traffic	2,453.34	0.00	0.00	0.00	2,453.34	92.01	50.99	2,310.34
10-531 Development Services- Administration	24,755.07	8,564.30	0.00	8,086.25	8,104.52	3,129.11	4,399.90	17,226.06
10-532 Development Services- Planning	3,438.80	1,278.30	0.00	1278.30	882.20	518.63	644.75	2,275.42
10-533 Development Services- Neighborhood Preservation	5,481.23	1,502.82	0.00	588.06	3,390.35	331.02	657.84	4,492.37
10-542 Development Services- Street Maintenance	13,276.88	5,973.30	973.08	2,778.30	3,552.20	1,681.86	1,010.28	10,584.74
10-544 Development Services- Facility Maintenance	2,541.03	904.64	254.43	904.64	477.32	404.56	40.22	2,096.25
10-545 Economic Development	3,355.60	1,247.10	0.00	1247.10	861.40	258.66	217.28	2,879.66
10-551 Recreation Administration	37,564.10	15,412.41	0.00	9,953.05	12,198.64	4,670.59	5,796.10	27,097.41
10-556 Recreation- Sports	9,965.44	0.00	0.00	114.60	9,850.84	373.72	447.04	9,144.68
10-557 Special Classes								
TOTALS	\$285,785.88	\$137,987.77	\$21,064.95	\$51,968.94	\$74,764.22	\$39,421.20	\$41,312.85	\$205,051.83

REGULAR INPUT: 111 MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 111

Payroll 01/05/2024

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$34,156.16	\$30,124.20
State Taxes	Employee	\$10,979.73	
ICMA	Employee	\$2,967.35	
PD Association	Employee	\$1,416.56	
LosAl Employees Assoc	Employee	\$360.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$1,696.76	\$848.38
PERS Deferred Comp	Employee	\$1,555.76	
PERS	Employee/ Employer	\$56,786.63	\$22,437.42
AFLAC	Employee		
PERS Medical	Employee/ Employer	\$1,023.84	
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$112,532.79	\$53,410.00

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3191.33	\$137,660.81	125	I-125	\$770.05		FED W/H	\$ 248,997.92	\$ 26,092.24	
PTRG	875.75	\$19,116.94	129	I-129	\$192.31		ST WH CA	\$ 248,997.92	\$ 10,979.73	
PHEO	62.00	\$1,839.70	AFP	AFLPT	\$163.06		FICA	\$ 3,369.60	\$ 208.92	\$ 208.92
HOL	792.00	\$37,134.64	CMP	CLOAN	\$30.72		MEDI	\$ 278,062.27	\$ 4,031.96	\$ 4,031.96
ABST	23.00	\$0.00	CS1	CS-C0	\$230.76					
OT	30.00	\$1,227.51	DCI	DCICM	\$2,347.60					
OTST	6.67	\$326.96	DCM	DCICM		\$350.00				
OTS	235.34	\$19,837.44	DCN	DCNW	\$1,590.00					
MOT	0.00	\$139.32	DCP	DCPRS	\$1,555.76					
CAR	0.00	\$1,100.00	DD1	DPP01		\$247.50				
CELL	0.00	\$970.00	DD2	DPP02		\$253.80				
PPHC	0.00	\$1,570.52	DD3	DPP03		\$697.95				
MEDR	0.00	\$6,300.00	DD4	DDMO1		\$38.55				
SPAS	0.00	\$2,111.32	DD5	DDMO2		\$41.67				
SPSK	0.00	\$127.84	DD6	DDMO3		\$123.30				
OCWD	0.00	\$250.00	DI%	DCI%	\$92.88					
OCWE	0.00	\$160.00	DIS	DISAF	\$178.22					
UNIF	0.00	\$150.00	DLI	DCLIC	\$176.87					
UNI2	0.00	\$75.00	LEA	LAEAD	\$360.00					
ADML	68.00	\$4,375.73	LIF	LIFE	\$157.38					
COMP	57.33	\$2,028.91	LTD	A LTD	\$82.73					
EAU	60.00	\$3,287.76	MED	MDINS	\$6,790.50	\$26,319.18				
EAA	6.00	\$0.00	PBB	PRSB4	\$481.97					
COMA	12.00	\$0.00	PN1	PEPME	\$5,760.58					
FLHO	181.00	\$5,993.27	PN2	PEPMR		\$5,708.57				
SICK	99.67	\$4,306.88	PN3	PEPSE	\$7,622.45					
VAC	592.66	\$30,156.13	PN4	PEPSR		\$7,506.03				
POST5	\$0.00	\$200.00	POS	POAS	\$1,416.56					
POST6	\$0.00	\$450.00	PR0	PRM8	\$2,395.05					
POST7	\$0.00	\$2,405.99	PR2	PRSMR		\$8,857.89				
POST8	\$0.00	\$357.95	PR4	PRSSR		\$12,276.72				
POVA	\$39.34	\$1,820.26	PR5	PRSB4	\$1,088.28					
BILI	\$0.00	\$250.00	PR6	PRSAF	\$2,287.81					
HOT	\$0.00	\$55.00	PR7	PRMB4	\$597.52					
			PR8	PRMAF	\$1,450.27					
			PR9	PRSCC	\$699.55					
			RTP	RT-PT	\$848.38	\$848.38				
			SUR	SURVI	\$53.94					
			VS1	VIS1		\$85.12				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$192.08				
Totals	\$ 6,332.09	\$ 285,785.88			\$ 39,421.20	\$ 63,615.41			\$ 41,312.85	\$ 4,240.88

Payroll 01/19/2024

-----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	39.46	13.40	870.34
10-511 City Manager/ City Clerk	28,369.00	20,129.80	0.00	843.60	7,395.60	3,556.71	4,774.44	20,037.85
10-512 Finance	13,024.69	8,706.47	0.00	1696.24	2,621.98	1139.45	1629.12	10,256.12
10-521 Police Administration	43,136.80	24,761.80	0.00	14,137.60	4,237.40	5,453.63	7,986.11	29,697.06
10-522 Police- Patrol	109,645.33	47,382.08	11,291.97	7,213.20	43,758.08	13,813.56	16,062.55	79,769.22
10-523 Police- Investigation	25,137.92	11,326.00	2,685.81	5,573.20	5,552.91	4,734.34	4,887.64	15,515.94
10-524 Police- Records	10,466.15	5,309.10	0.00	1249.20	3,907.85	740.30	1,476.61	8,249.24
10-526 Police- Community Outreach	1,680.36	0.00	0.00	0.00	1,680.36	63.01	95.13	1,522.22
10-527 Police-Youth Programs	5,736.44	3,006.40	693.76	490.20	1546.08	866.45	872.92	3,997.07
10-528 Police- Traffic	3,233.65	0.00	0.00	0.00	3,233.65	121.26	119.77	2,992.62
10-531 Development Services- Administration	25,658.72	14,729.40	0.00	5,560.80	5,368.52	3,439.20	3,969.14	18,250.38
10-532 Development Services- Planning	3,408.80	2,130.50	0.00	852.20	426.10	518.63	634.65	2,255.52
10-533 Development Services- Neighborhood Preservation	5,273.82	1,829.52	0.00	522.72	2,921.58	323.24	630.92	4,319.66
10-542 Development Services- Street Maintenance	11,793.80	7,547.22	0.00	2,662.98	1,583.60	1,897.62	1,001.73	8,894.45
10-544 Development Services- Facility Maintenance	2,696.60	2,035.44	0.00	0.00	661.16	386.17	48.53	2,261.90
10-545 Economic Development	3,325.60	2,909.90	0.00	0.00	415.70	258.66	211.26	2,855.68
10-551 Recreation Administration	34,002.97	19,831.90	189.97	4,554.99	9,426.11	4,647.73	4,770.32	24,584.92
10-556 Recreation- Sports	17,859.91	0.00	0.00	23.84	17,836.07	669.75	1,171.15	16,019.01
10-557 Special Classes	281.61	0.00	0.00	0.00	281.61	10.56	4.08	266.97
TOTALS	\$345,655.37	\$172,558.73	\$14,861.51	\$45,380.77	\$112,854.36	\$42,679.73	\$50,359.47	\$252,616.17

REGULAR INPUT: 123 MANUAL INPUT: 0

CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 123

BENEFITS & WITHHOLDINGS										
					Employee	Employer				
		Fed Taxes	Employee/	Employer (MediCare)	\$41,779.40	\$36,911.31	\$4,868.09			
		State Taxes	Employee		\$13,241.10					
		ICMA	Employee		\$2,791.56					
		PD Association	Employee		\$1,416.56					
		LosAl Employees Assoc	Employee		\$360.00					
		Nationwide - Full Time	Employee		\$1,590.00					
		Nationwide - PT	Employee/	Employer	\$3,091.30	\$1,545.65	\$1,545.65			
		PERS Deferred Comp	Employee		\$1,555.76					
		PERS	Employee/	Employer	\$58,897.36	\$22,949.53	\$35,947.83			
		AFLAC	Employee							
		PERS Medical	Employee/	Employer						
		Delta Dental PPO	Employer							
		Delta Dental HMO	Employer							
		VSP Vision	Employer							
		Standard Self Admin	Employee/	Employer	\$1,834.17					
		Standard Life Optional	Employee		\$351.85					
		TOTALS			\$126,909.06	\$61,406.49	\$42,361.57			
DEDUCTION GRAND TOTALS										
-----EARNINGS-----					-----DEDUCTIONS-----			-----TAXES-----		
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3939.85	\$172,542.55	125	I-125	\$671.09		FED W/H	\$ 305,627.45	\$ 32,043.22	
PTRG	1,779.25	\$38,100.41	129	I-129	\$192.31		ST WH CA	\$ 305,627.45	\$ 13,241.10	
PHEO	67.83	\$2,170.10	AFP	AFLPT	\$163.06		FICA	\$ 3,339.60	\$ 207.06	\$ 207.06
HOL	386.00	\$18,104.62	CMP	CLOAN	\$30.72		MEDI	\$ 335,725.39	\$ 4,868.09	\$ 4,868.09
OT	4.50	\$189.97	CS1	CS-C0	\$230.76					
OTST	0.33	\$16.18	DCI	DCICM	\$2,170.00					
OTS	156.48	\$13,333.83	DCM	DCICM		\$350.00				
CTOT	10.00	\$787.96	DCN	DCNW	\$1,590.00					
STBY	6.00	\$549.75	DCP	DCPRS	\$1,555.76					
CAR	0.00	\$1,100.00	DD1	DPPO1		\$272.25				
PPHC	0.00	\$1,728.16	DD2	DPPO2		\$211.50				
MEDR	0.00	\$6,300.00	DD3	DPPO3		\$634.50				
SPAS	0.00	\$2,111.32	DD4	DDMO1		\$30.84				
SPSK	0.00	\$127.84	DD5	DDMO2		\$55.56				
OCWD	0.00	\$250.00	DD6	DDMO3		\$123.30				
OCWE	0.00	\$160.00	DI%	DCI%	\$94.69					
UNIF	0.00	\$18,150.00	DIS	DISAF	\$178.22					
UNI2	0.00	\$75.00	DLI	DCLIC	\$176.87					
RTRO	0.00	\$1,712.97	LEA	LAEAD	\$360.00					
ADML	52.00	\$3,780.22	LIF	LIFE	\$175.95					
COMP	111.00	\$5,805.60	LTD	A LTD	\$82.73					
EAU	6.00	\$383.52	MED	MDINS	\$9,095.83	\$26,640.68				
EAA	66.00	\$0.00	PBB	FRSBB	\$481.97					
COMA	6.50	\$0.00	PN1	PEPME	\$5,531.14					
FLHO	49.33	\$2,581.50	PN2	PEPMR		\$5,481.20				
SICK	141.66	\$5,460.93	PN3	PEPSE	\$7,824.93					
VAC	273.65	\$13,075.01	PN4	PEPSR		\$7,705.42				
POST7	\$0.00	\$2,405.99	POS	POAS	\$1,416.56					
POST8	\$0.00	\$357.95	PRO	PRM8	\$2,395.05					
POVA	\$163.38	\$14,293.99	PR2	PRSMR		\$8,857.89				
RTBS	\$0.00	\$20,000.00	PR4	PRSSR		\$13,903.32				
			PR5	PRSB4	\$1,178.28					
			PR6	PRSAF	\$2,737.81					
			PR7	PRMB4	\$597.52					
			PR8	PRMAF	\$1,450.27					
			PR9	PRSCC	\$699.55					
			RTP	RT-PT	\$1,545.65	\$1,545.65				
			SUR	SURVI	\$53.01					
			VS1	VIS1		\$85.12				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$178.36				
Totals	\$ 7,219.76	\$ 345,655.37			\$ 42,679.73	\$ 66,144.26		\$ 50,359.47	\$ 5,075.15	

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Tuesday, January 16, 2024

1. CALL TO ORDER

The City Council met in Regular Session at 6:03 p.m., Tuesday, January 16, 2024, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Nefulda presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Michael Daudt, City Attorney
Kain Gallaguer, Police Chief
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Jennifer Sisoiev, Recreation Manager
Luke South, Captain
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Mayor Nefulda will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Hasselbrink will give the Invocation.

5. PRESENTATIONS

A. Presentation by Belinda Roma, Los Alamitos Police Department, Providing an Update regarding the Volunteer in Policing (VIP) Program

Chief Claborn introduced the item. Ms. Roma gave a presentation.

B. Oath of Office for Los Alamitos Police Officer Renteria

Chief Claborn spoke briefly regarding Officer Renteria and swore Officer Renteria into office.

C. Community Introduction for the Canine Program

Captain South gave an overview of the program and introduced Officer Marc Navarro and canine, Elvis.

D. Presentation of a Certificate to Bernie Martin and David Soto, Starbucks (Katella and Los Alamitos Blvd.), in Recognition of its Partnership with the Los Alamitos Police Department

Mayor Nefulda and the City Council presented a Certificate to Mr. Martin and Mr. Soto. Mr. Martin spoke briefly.

E. Presentation to Craig Koehler, Finance Director, in Recognition of Earning the Government Finance Officers Association's Award of Excellence

Mayor Nefulda and the City Council presented a Certificate to Director Koehler. Director Koehler spoke briefly.

6. ORAL COMMUNICATIONS

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

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

7. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

Mayor Nefulda encouraged the community to participate in the upcoming Weekend of Art, March 16-17, and the Race on the Base, April 13.

8. UPDATES FROM THE CITY STAFF

At this time, City Staff 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.

Chief Claborn provided a PowerPoint overview regarding Police staffing.

9. WARRANTS

A. Warrants (Finance)

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

Council Member Murphy indicated she had several questions which she

briefly listed.

City Manager Simmons stated there had been a slight misunderstanding and the warrant delivery had been delayed by two days. Staff would provide answers to the questions before the next Council meeting.

Council Member Hibard advised she had not had a chance to review the warrants.

Motion/Second: Hasselbrink/Dony

Carried 3/2: The City Council ratified the Warrants from December 1, 2023, to December 31, 2023, in the amount of \$1,324,048.35.

Roll Call

Mayor Nefulda	Aye
Mayor Pro Tem Hasselbrink	Aye
Council Member Doby	Aye
Council Member Hibard	No
Council Member Murphy	No, until corrected

10. CONSENT CALENDAR

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

Council Member Murphy pulled item 10B.

Council Member Hibard pulled item 10E.

Motion/Second: Hibard/Doby

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

A. Approval of Minutes (Administration)

The City Council approved the City Council Special and Regular Meeting Minutes of December 18, 2023.

C. Personnel Policies and Procedures Manual Update (Administration)

This report sought approval to update the Personnel Policies and Procedures Manual ("Manual") to comply with current law, clarify and streamline the language, and make the Manual consistent with City practices.

The City Council adopted Resolution No.2024-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REVISING THE CITY'S PERSONNEL POLICIES AND PROCEDURES MANUAL AND REPEALING RESOLUTION NO. 2015-33".

D. 2024 Budget Calendar (Finance)

This report sought to establish the 2024 budget calendar.

The City Council approved the recommended budget calendar for 2024.

F. Award of Plans and Specifications for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) (Development Services)

This item recommended the award of a bid to begin the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06). The City of Los Alamitos proposes to overlay a portion of Bloomfield Street from Katella Avenue to Florista Street. The total project cost is \$330,000.

The City Council:

1. Awarded construction for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) for \$207,000.00 to Hardy & Harper, Inc.; and,
2. Authorized the Mayor to execute the contract with Hardy & Harper, Inc. for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06); and,
3. Authorized the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$20,700.00.

G. Orange County Transportation Authority (OCTA) Project V: Community-Based Transit/Circulator Application Resolution (Development Services)

This item recommended the adoption of a Resolution authorizing Staff to submit the Fiscal Year 2024/2025 project application with the Orange County Transportation Authority (OCTA).

The City Council adopted Resolution No. 2024-02, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE ORANGE COUNTY TRANSPORTATION AUTHORITY'S (OCTA) COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM (PROJECT V UNDER MEASURE M2)".

End of Consent Calendar

Items Pulled from Consent Calendar

B. City Council Travel Policy (Administration)

This item updates the Travel Policy specific to City Council and Appointed Officials.

Council Member Murphy questioned the legality of this policy with Charter Section 503 and Government Code Section 36516 and Ordinance No. 09-01.

City Attorney Daudt indicated there is a distinction between general law cities and charter cities and that typically compensation and mileage reimbursements are separate; however, would need additional time to provide a thorough legal analysis.

Council Member Murphy indicated she would be voting no.

Council Member Hibard questioned how much was spent on mileage reimbursements in 2023. City Manager Simmons estimated between \$800-\$1,500.

Council Member Hibard stated concern regarding the lack of Council training and the lack of value being placed on Council networking.

Council Member Murphy requested an itemized review of each Council Member's expenses. City Manager Simmons advised the Council budget was not tracked by individual Council Member and pulling such information would be labor intensive review of paper invoices. Such a review could be done at the direction of the Council body.

Council Member Hibard asked if a report for the entire Council travel budget could be produced. City Manager Simmons reiterated yes and pointed out expenses would not show individual Council Members.

Motion/Second: Doby/Hasselbrink

Carried 3/2 (Hibard and Murphy voted No): The City Council adopted Revised Administrative Regulation 6.2 - City Council Travel Policy.

E. Annual Comprehensive Financial Report (ACFR) Fiscal Year 2021-22 (Finance)

For the City Council to receive and file the fiscal year 2021-2022 audit reports.

Council Member Hibard expressed concerns and the importance of being transparent, lack of Council training, and lack of staff's response to her

inquiries.

City Manager Simmons stated staff responds to requests as outlined in Council policies and added the lack of modernization in the Finance Department provides challenges in responding to certain requests. He committed to acknowledging all emails within 24 hours.

Council Member Hibard discussed her concerns the initial document took over a year to be corrected and brought back to staff.

City Manager Simmons stated the City is working towards modernization of records and simply cannot move any faster at this time.

Mayor Nefulda stated he has experienced quick information turnaround from Staff. He clarified City Staff works for the City Manager and questions should be directed to City Manager Simmons.

Finance Director Koehler explained the new auditing firm would review the entire report.

Motion/Second: Doby/Hasselbrink

Carried 3/2 (Hibard voted No. Murphy abstained): The City Council received and filed the annual audit reports for fiscal year 2021-2022, including the Annual Comprehensive Financial Report (ACFR), and award of Financial Reporting Achievement issued by the Government Finance Officers Association of the United States (GFOA).

11. 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.

Mayor Pro Tem Hasselbrink thanked staff for the work in the center medians and spoke in support of the canine program.

Council Member Murphy reported attendance at the Chamber Breakfast.

Council Member Hibard wished the community a Happy New Year.

Council Member Doby reported attendance at the Orange County Mosquito and Vector Control Board meeting, Orange County Council of Governments Committee meeting, and requested the homeless liaison information be pushed out to business owners.

Mayor Nefulda reported attendance at the Chamber Breakfast and encouraged

the community to support local businesses.

12. CLOSED SESSION

City Attorney Daudt read the item aloud.

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 4370 Farquhar Avenue, Los Alamitos, CA 90720 Agency

Negotiator: Chet Simmons, City Manager

Negotiating Parties: Joint Forces Training Base and Los Alamitos Youth Baseball

Under Negotiation: Price and terms of payment

RECESS

The City Council recessed into Closed Session at 7:35 p.m.

Mayor Pro Tem Hasselbrink recused herself for a potential conflict of interest.

RECONVENE

The City Council reconvened in Regular Session at 7:58 p.m.

City Attorney Daudt stated there was no reportable action.

13. ADJOURNMENT

The City Council adjourned at 7:58 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11B

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Annual Update of the Records Management Program

SUMMARY

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

RECOMMENDATION

Adopt Resolution 2024-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2023-05 IN ITS ENTIRETY".

BACKGROUND

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

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

DISCUSSION

The staff has actively been identifying records and purging obsolete records since the adoption of the program in 2015. Staff held its Annual Records Management Day on October 16, 2023. On Records Management Day, City Hall is closed to the public so that staff can focus solely on records. This is a detail-orientated, labor-intensive task, and the ability to fully focus on records management uninterrupted for one day has been well received.

In conjunction with Records Management Day, staff holds a free Community Paper Shredding event for the public. The public was allowed to bring up to three bankers' boxes of records to be shredded on-site. The event ran for three hours. There was not as much public participation as there had been in previous years. This could be attributed to the addition of paper

shredding to the Spring Neighborhood clean-up held earlier in the year. Staff will continue to monitor the public's participation to ensure it's still a needed service.

The City Clerk's Office made minor changes to formatting throughout the policy and revised retention schedules to comply with current legal requirements. Below is an outline of the Requests for Amendments received from each department. The City Clerk's Office and City Attorney have reviewed the changes and required retention of all records and have found them to be within legal statutes.

General Records

- Merge Incoming and outgoing general correspondence
- Update email retention to 1 year to coincide with the City's current practices
- Update Recordings of telephone and radio communications to exclude Police Department recordings
- Update Video Recordings to exclude Police Department recordings

City Clerk

- Capital improvement projects (CIP) update retention from Termination+4 to coincide with the Secretary of State (Close of the Project plus 10 years)

Police

- Add audio and video recordings to the record description for Police Reports

The annual review and adoption of the Records Management Policy ensures the continued use of an effective program that helps to increase Staff efficiency, properly allocate scarce resources, and ensure compliance with legal, administrative, and fiscal retention requirements. It is important to note that the Retention Schedule is not an inventory of all records the City has but a tool to use should the City need to use such records in the course of business.

FISCAL IMPACT

There is no cost to continue the implementation of this policy.

- Attachment:
1. Resolution No. 2024-07 - Records Management Program
 2. Exhibit A - Policy
 3. Exhibit B - Retention Schedule
 4. Exhibits C-E - Forms

RESOLUTION NO. 2024-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2023-05 IN ITS ENTIRETY

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

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

WHEREAS, the objectives of the Records Management Program include:

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

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

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

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

WHEREAS, the Records Management Program was last updated on February 21, 2023, via Resolution No. 2023-05.

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

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

SECTION 2. Columbus Day is hereby recognized as Records Management Day. City facilities will be closed to the public to allow Staff to work on Records Management.

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

SECTION 4. The City Council does hereby repeal Resolution No. 2023-05

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

PASSED, APPROVED, AND ADOPTED this 20th day of February, 2024.

Jordan B. Nefulda, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of February, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk



CITY OF
Los Alamitos
California

RECORDS MANAGEMENT PROGRAM

Policy and Procedures

Administered by the City Clerk's Office
Approved by the City Council on February 20, 2024
Resolution 2024-07 – Exhibit A

CITY OF LOS ALAMITOS

RECORDS MANAGEMENT POLICY & PROCEDURES

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

1. PURPOSE

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

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

2. REFERENCES

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

3. POLICY STATEMENT

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

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

4. OBJECTIVES

The Objectives of the Records Management Policy are:

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

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

5. APPLICABILITY

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

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

6. RESPONSIBILITIES

6.1 City Clerk

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

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

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

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

6.2 City Departments

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

- Each Department Records Coordinator is responsible for maintaining and controlling the disposition of records.

7. IDENTIFYING RECORDS

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

7.1 What is a Record?

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

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

7.2 Non-Records

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

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

Examples of non-records include the following materials:

- Identical copies of documents maintained in the same file
- Blank forms

- Extra copies of printed or processed materials
- Superseded manuals and other directives (maintained outside the office of record)
- Routine messages not integral to City business of a brief duration such as texts, instant messaging, and voicemails
- Materials received from other agencies, people, or businesses that require no action
- Catalogs, trade journals and other publications or papers received from government agencies, commercial firms or private institutions that require no action and are not part of an action case record

8. STORAGE OF RECORDS

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

8.1 Electronically

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

8.1.1 EMIS Storage Medium

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

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

30 days has elapsed from entry in the EMIS.

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

8.2 Offsite

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

8.3 Duplicate Records

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

8.4 Records Disposition

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

9. REQUIRED FORMS

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

9.1 Records Retention Schedule (Exhibit B)

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

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

9.2 Records Inventory & Identification Form (Exhibit C)

This form is used to collect the inventory and appraisal information needed to develop retention periods for public records under the control of each City Department. The records inventory is a detailed review of the quantity, type, function, and organization of records by category or record "series". This

information is used by the Office of the City Clerk to research and apply the retention periods to each record “series” per legal and/or administrative requirements. When more than one legal citation applies to a particular record, the longest retention period shall apply. Once completed, the inventory forms are retained by the Office of the City Clerk.

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

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

9.4 Authority to Destroy Obsolete Records Form (Exhibit E)

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

10. DISPOSITION OF RECORDS

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

10.1 Procedure

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

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

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

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

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

10.2 Exceptions

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

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

11. VITAL RECORDS PROTECTION

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

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

12. DEFINITIONS

Agency

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

Local Agency: Includes a county, city, school district, or any board, commission

or agency thereof, other local public agency, or entity that is a legislative body of a local agency pursuant to subdivision (c) and (d) of Govt. Code Section 54952.

Duplicate Records

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

Electronic Media Imaging System (EMIS)

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

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

Inactive Records

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

Permanent Records

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

Person

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

Public Record

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

Records Management Committee

An administrative committee consisting of designated representatives from each City department (Department Records Coordinators) and the Records Management Staff; created for the purpose of administering and coordinating the Records Management

Program. Department Records Coordinators are designated by department directors to maintain and control the disposition of records in the respective departments.

Records Management Program

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

Records Management Staff

All City Employees and City Attorney.

Record's Manager

The City Clerk or his/her designee.

Records Retention Schedule (Exhibit B)

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

Subpoena duces tecum

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

Transitory Communications

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

Vital Records

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

Writing

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

EXHIBITS

Exhibit B – Records Retention Schedule

Exhibit C – Records Inventory & Identification Form

Exhibit D – Request for Amendment to Records Retention Schedule Form

Exhibit E – Authority to Destroy Obsolete Records Form

City of Los Alamitos Records Retention Schedule

Recreation and Community Services (RCS)

Schedule I

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

Records Inventory Identification Form

Box Number: _____ (if applicable)

Department: _____ Date: _____

Division/Office: _____

Inventoried By: _____ Ext: _____

Record Series Title: _____ Record Category: _____

Alternate Title(s): _____

Inclusive Dates from: _____ to: _____

Record Series Description: (content & purpose-be detailed)

[illegible]

Record is:

Vital	☐
Non-record	☐
Confidential	☐
Exempt from	
Public Disclosure	☐
Original	☐
Duplicate	☐

If duplicate, location of original:

Filing Method:

Chronological ☐

Alphabetical ☐

Subject ☐

Numerical ☐

Geographic ☐

Other: ☐

Value:

Administrative	☐
Fiscal	☐
Historical	☐
Legal	☐

Record Container:

Type: _____
Quantity: _____

File Location:

City Hall-Vault ☐
Room/Office ☐
Records Center ☐
(inactive)

Department Head's Suggested Retention:	Total Years
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

DESTRUCTION YEAR: _____			
Method and basis for Filing/Retention:			
File at Dept. Level then destroy	☐	_____	Total Years
File at Dept. Level then transfer to Record Center	☐	_____	Total Years
Safeguard at Records Center then Destroy	☐	_____	Total Years
Retain at Records Center Permanently	☐		
Retain at City Hall (vault) Permanently	☐		

Records Management Program

Page of

Requested By:

[illegible]

Approved

Date:

Date:

Date:

Authority to Destroy Obsolete Records

[illegible]

APPROVAL (print name and sign)

Date _____

Date

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11C

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Eleanor Granflor, Deputy City Clerk

Subject: Appointment to the Parks, Recreation, and Cultural Arts Commission

SUMMARY

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

RECOMMENDATION

Appoint Elliott Singer to the Parks, Recreation, and Cultural Arts Commission for a three-year term expiring December 2026.

BACKGROUND

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

A vacancy has occurred on the Parks, Recreation, and Cultural Arts (PRCA) Commission. Availability Notices were posted at City facilities, on the City's website and social media sites. Copies were provided to the press inviting residents to apply for these positions.

DISCUSSION

In November 2023, Staff began recruiting for the annual scheduled vacancies on City Commissions. City Council considered the annual appointments to Commissions at its December 18, 2023, Special meeting. For PRCA, incumbents William Bandak and Morgan Beck were re-appointed, and new applicant Richard Wright was appointed. An application was not received from Commissioner Katelyn Duran. Former Commissioner Wendy Cope no longer resides in the City. This left one vacancy.

Staff re-notified the vacancy through social media and the city's website. One application from former incumbent Elliott Singer has been received for the PRCA Commission. If appointed, the Mr. Singer would begin service in February 2024 and have a three-year term ending December 2026.

Historically, the Council has appointed applicants who have previously served on a Commission without an interview. As there is only one applicant for one position, an appointment is being recommended.

FISCAL IMPACT

None.

Attachment: 1. Elliot Singer - PRCA Application
 2. Local Appointments List



CITY OF LOS ALAMITOS

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

Date Received
(date stamp)

Received
1/24/24
eg

COMMISSION APPLICATION

Application to be considered for the following Commissions:

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

Applicant's Name Elliott Singer

Highlands

Registered Voter's Address [REDACTED]

Home Telephone: [REDACTED]

Cell Phone: [REDACTED]

E-mail: [REDACTED] Years Lived in Los Alamitos 21

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

If Yes, which Commission? Traffic, Parks and Rec When? 2020

Are you available to attend evening meetings? Yes

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

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

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

A long history of participation on various city commissions as well as other city involvement

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

BA

[REDACTED]
Signature

01/24/24
Date

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

LOCAL APPOINTMENTS LIST

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

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

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

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

Members	First Appointed	Exp. Date	Residential Area	District
Katelyn Duran	January 2021	December 2023	Apartment Row	3
Alexander Duran	February 2018	December 2025	Apartment Row	3
Janet Gallagher	April 2022	December 2025	Royal Oak Park	1
Ray Joseph	January 2021	December 2025	Apartment Row	1
William Bandak	January 2020	December 2026	Apartment Row	1
Morgan Beck	January 2021	December 2026	Highlands	5
Richard Wright	December 2023	December 2026	Royal Oak Park	1

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

Members	First Appointed	Exp. Date	Residential Area	District
William Bandak	January 2021	December 2024	Apartment Row	1
Chuck Landon	August 2014	December 2024	Greenbrook	2
Elvester Richardson	January 2021	December 2024	Old Town West	1
Cathie Salai	August 2008	August 2024	Greenbrook	2
Lisa Tekolian	December 2022	December 2026	Apartment Row	3

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

Members	First Appointed	Exp. Date	Residential Area	District
Mary Anne Cuilty	December 2013	December 2024	Highlands	5
Art DeBolt	January 2013	December 2024	Suburbia	3
Wendy Grose	January 2010	December 2024	Old Town West	1
Gary Loe	January 2010	December 2024	Greenbrook	2
Davis Zellmer	February 2022	December 2024	Suburbia	3
Joseph Hastie	December 2023	December 2026	Carrier Row	4
Jean Legere	December 2023	December 2026	Highlands	5

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

Members	First Appointed	Exp. Date	Residential Area	District
Randall Hill	December 2016	December 2025	Highlands	5
Maggie Marchese	December 2022	December 2025	Carrier Row	4
Javier Mejia	January 2013	December 2025	Apartment Row	2
Bruce Murphy	January 2020	December 2025	Old Town West	1
Daniel Patz	January 2013	December 2025	Greenbrook	2
Dean Hill	January 2021	December 2026	Highlands	5
Joel Rojas	December 2023	December 2026	Highlands	5

GC 54972
(12/19/23 eg)

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11D

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Treasurer's Quarterly Investment Report - December 2023

SUMMARY

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

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – December 2023.

BACKGROUND

Sound investment practices are essential to the City's fiscal management. The City Treasurer is responsible for managing the City's investment portfolio, focusing first on the safety of investments and then on liquidity and an appropriate rate of return. The investment report and portfolio composition are attached.

DISCUSSION

This report summarizes the City's investment activities and portfolio listing and balances for the quarter ending December 31, 2023.

FISCAL IMPACT

None.

Attachment: 1. Quaterly Investment Report - December 31, 2023
 2. Pooled Investment Portfolio Holdings - December 31, 2023

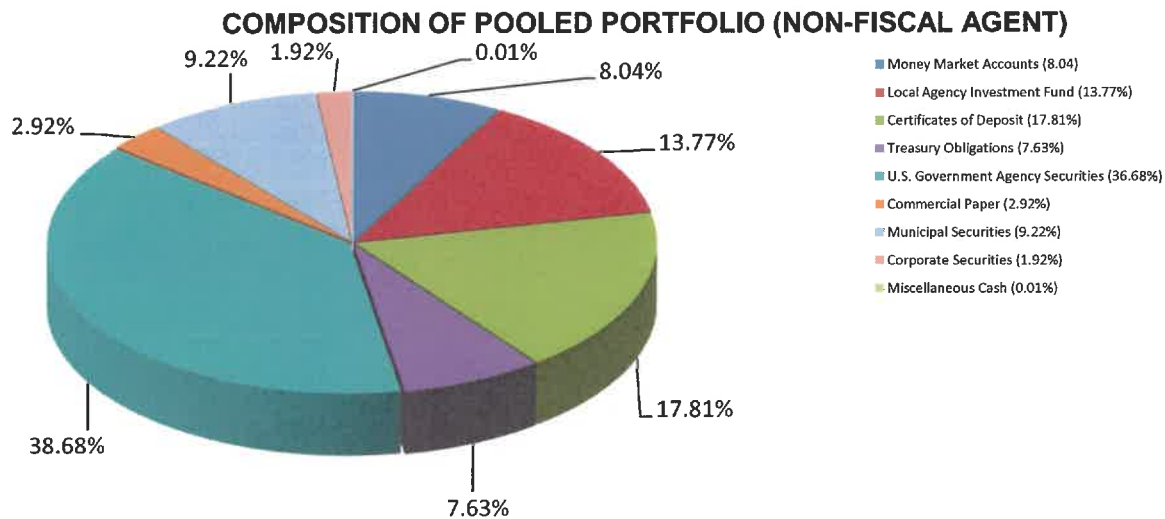


CITY OF LOS ALAMITOS

Quarterly Investment Report

December 31, 2023

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 2,046,392.42	\$ 2,046,392.42
Local Agency Investment Fund (LAIF)	3,552,402.10	3,503,761.68
Certificates of Deposit	4,687,000.00	4,533,855.08
Treasury Obligations	2,006,000.00	1,940,987.82
U.S. Government Agency Securities	10,250,000.00	9,841,871.36
Commercial Paper (2.92%)	750,000.00	744,155.88
Municipal Securities	2,545,000.00	2,347,759.90
Corporate Securities	500,000.00	489,663.01
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	26,340,294.52	25,451,947.15
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	242.73	242.73
TOTAL INVESTMENTS HELD BY FISCAL AGENT	242.73	242.73
TOTAL CASH & INVESTMENTS	\$ 26,340,537.25	\$ 25,452,189.88



It has been verified that this investment portfolio conforms with the City's investment policy approved by City Council on 11/20/23. The Treasurer's cash management program and cash flow analysis indicate that sufficient liquidity is on hand to meet estimated future expenditures for six months. The weighted average maturity of the pooled investment portfolio is 1.81 years, and the weighted average yield on cost is 15.645% indenture associated with the bond transaction that generated the cash.

Craig Koehler

Craig Koehler, Finance Director / City Treasurer



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
December 31, 2023

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PURCH COST	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
<u>MONEY MARKET ACCOUNTS</u>									
US Bank		Varies	Varies	Coll. 1	Varies	2,046,392.42	2,046,392.42	0.50%	2,046,392.42
SUBTOTAL MONEY MARKET ACCOUNTS						2,046,392.42	2,046,392.42		2,046,392.42
<u>LOCAL AGENCY INVESTMENT FUND (LAIF)</u>		Varies	Varies	NR	Varies	3,552,402.10	3,552,402.10	98.63%	3,503,761.68
<u>CERTIFICATES OF DEPOSIT</u>									
Medallion Bank Utah CTF	58404DHQ7	0.55%	07/30/25	FDIC	07/30/20	249,000.00	249,000.00	0.55%	232,353.56
Texas Exchange Bank SSB	88241TLA6	0.80%	06/04/26	FDIC	06/04/21	248,000.00	248,000.00	0.80%	225,049.66
Sallie Mae Bank Salt Lake UT	795451AF0	1.00%	07/28/26	FDIC	07/28/21	248,000.00	248,000.00	1.00%	225,019.16
Wells Fargo Bank NA	949764HK3	5.05%	11/03/23	FDIC	11/07/28	248,000.00	248,000.00	5.05%	253,616.41
Capital One Bank	14042TEU7	2.25%	03/23/27	FDIC	03/16/22	247,000.00	247,000.00	2.25%	227,904.32
Bank of Hapoalim New York	06251A3MO	1.50%	01/22/27	FDIC	01/22/22	250,000.00	250,000.00	1.50%	228,346.34
State Bank of India New York NY	656285C33	1.45%	01/22/27	FDIC	01/22/22	250,000.00	250,000.00	1.45%	225,898.54
American Express NA	02589ADK5	3.35%	08/05/24	FDIC	08/03/22	245,000.00	245,000.00	3.35%	242,369.87
Capital One NA	14042RTH4	3.50%	08/03/26	FDIC	08/03/22	245,000.00	245,000.00	3.50%	236,883.18
Ally Bank	02007GXG3	3.45%	08/04/26	FDIC	08/04/22	245,000.00	245,000.00	3.45%	236,578.12
Discover Bank	254873P34	3.50%	08/10/26	FDIC	08/10/22	245,000.00	245,000.00	3.50%	236,834.74
BMW Bank North America (FDIC Gtd)	05580AP24	3.25%	08/12/24	FDIC	08/12/22	245,000.00	245,000.00	3.25%	242,101.63
Charles Schwab Bank SSB	15967UBA5	5.05%	03/28/25	FDIC	03/28/23	243,000.00	243,000.00	5.05%	242,921.10
CIBC Bank	12547CBB3	4.35%	04/27/27	FDIC	04/23/23	250,000.00	250,000.00	4.35%	248,210.25
Freedom Bank of Virginia	35633MDE9	4.90%	05/03/28	FDIC	05/03/23	244,000.00	244,000.00	4.90%	244,069.34
BMO Harris Bank NA Chicago	05600XQE3	4.50%	05/16/28	FDIC	05/16/23	244,000.00	244,000.00	4.50%	242,750.76
Balboa Thrift & Loan CA	05765LBV8	4.40%	07/31/28	FDIC	07/31/23	249,000.00	249,000.00	4.40%	247,105.36
Guardian CR UN Montgomery AL	40135GAA6	5.10%	09/29/28	FDIC	09/29/23	248,000.00	248,000.00	5.10%	253,838.89
Synchrony Bank	87164W2U1	4.75%	09/29/28	FDIC	09/29/23	244,000.00	244,000.00	4.75%	246,003.65
SUBTOTAL CERTIFICATES OF DEPOSIT						4,687,000.00	4,687,000.00		4,533,855.08
<u>TREASURY OBLIGATIONS</u>									
U. S Treasury Notes	91282CDH1	0.75%	11/15/24	AAA	12/15/21	498,564.00	500,000.00	0.75%	482,167.97
U. S Treasury Notes	91282BZF0	0.50%	03/31/25	AAA	05/26/21	501,142.50	500,000.00	0.50%	475,039.06
U. S Treasury Notes	91282CAT8	0.25%	10/31/25	AAA	10/28/21	243,349.00	250,000.00	0.25%	231,992.19
U. S Treasury Bills	912797LL8	5.30%	03/21/24	AAA	9/26/23	249,591.36	256,000.00	5.30%	252,820.96
U. S Treasury Bills	912797FW2	5.28%	01/24/24	AAA	11/29/23	248,423.13	250,000.00	5.28%	249,782.55
U. S Treasury Bills	912797JA6	5.13%	02/06/24	AAA	11/29/23	248,067.51	250,000.00	5.13%	249,085.09
SUBTOTAL TREASURY OBLIGATIONS TOTAL						1,989,137.50	2,006,000.00		1,940,987.82
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>									
Federal Home Loan Bank	3130AM5Q1	0.440%	04/29/24	AAA	12/15/21	496,659.33	500,000.00	0.44%	491,653.88
Federal Home Ln Mtg Corp MTN NTS	3134GWEA0	0.450%	07/29/24	AAA	07/29/20	750,000.00	750,000.00	0.45%	729,815.45
Federal Home Loan Bank	3130ALCV4	0.750%	02/24/26	AAA	10/28/21	247,722.67	250,000.00	0.75%	231,000.61
Federal Farm Credit Banks	3133ENBK5	1.140%	10/20/26	AAA	12/15/21	249,438.75	250,000.00	1.14%	228,881.12
Federal Home Loan Bank	3130APFU4	1.050%	10/28/26	AAA	10/28/21	249,182.28	250,000.00	1.05%	228,081.57
FHLB STEP-UP	3130APTZ8	0.800%	11/24/26	AAA	11/21/21	500,000.00	500,000.00	0.85%	470,270.20
Federal Home Loan Banks	3130AQJG9	1.650%	01/28/27	AAA	01/22/22	1,000,000.00	1,000,000.00	1.65%	926,749.05
Federal Home Loan Banks	3130AQRH8	2.000%	02/25/27	AAA	02/25/22	1,000,000.00	1,000,000.00	2.00%	933,054.41
Federal Home Loan Banks	3130AR4T5	2.000%	03/22/27	AAA	03/17/22	500,000.00	500,000.00	2.00%	477,496.63
Federal Home Loan Banks	3130AQWJ8	2.050%	03/22/27	AAA	03/03/22	1,000,000.00	1,000,000.00	2.05%	933,935.97
Federal Home Loan Banks	3130ARKD2	3.250%	05/23/25	AAA	05/02/22	500,000.00	500,000.00	3.25%	483,891.11
Federal Home Loan Bank	3130ARXL0	3.000%	11/25/24	AAA	05/02/22	1,000,000.00	1,000,000.00	3.00%	983,298.11
Federal Home Loan Bank	3130ARYD7	3.250%	05/23/25	AAA	05/02/22	1,000,000.00	1,000,000.00	3.25%	982,095.86
Federal Home Ln Mtg Corp	3134GX2B9	4.250%	09/27/24	AAA	09/22/22	249,375.00	250,000.00	4.25%	248,198.47
Federal Home Loan Bank	3130ATGG6	4.500%	09/29/25	AAA	09/29/22	500,000.00	500,000.00	4.50%	500,209.53
Federal Farm Credit Banks	3133ENL32	4.230%	09/08/27	AAA	11/04/22	492,279.75	500,000.00	4.23%	497,113.84
Federal Home Loan Mtg Corp	3134GYNY4	5.250%	04/28/28	AAA	04/28/23	500,000.00	500,000.00	5.25%	496,055.55
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES						10,234,657.78	10,250,000.00		9,841,871.36
<u>COMMERCIAL PAPER</u>									
Toyota Industries Corp	89232LA97	5.350%	01/09/24	A-1+	07/28/23	243,795.49	250,000.00	5.350%	250,000.00
Barclays Bank PLC US	06744HPS3	5.500%	2/2/2024	A-1+	09/14/23	244,614.58	250,000.00	5.500%	248,724.35
National Securities Clearing	63763PE39	5.300%	05/03/24	A-1+	11/07/23	243,448.61	250,000.00	5.300%	245,431.53
SUBTOTAL COMMERCIAL PAPER						731,858.68	750,000.00		744,155.88
<u>MUNICIPAL SECURITIES</u>									
Placentia-Yorba Linda CA GO Taxable Ref Ser B	725894MX4	4.3000%	8/1/2027	Aa2	12/19/22	219,412.50	250,000.00	4.3000%	225,382.50
California State GO Unlimited Taxable	13063DRD2	4.4200%	10/01/26	Aa2	01/03/23	468,195.69	500,000.00	4.4200%	473,270.00
San Diego CA CMNTY CLG GO UNLT	79727RNN3	4.0500%	05/01/26	Aaa	04/14/23	249,277.54	270,000.00	4.0500%	250,141.50
California ST GO TXBL	13063DGB8	4.2000%	02/01/28	Aa2	05/15/23	246,970.00	250,000.00	4.2000%	245,622.50
Liberty CA Union High Sch Dist	530319SN3	4.0500%	08/01/27	Aa2	05/26/23	269,393.21	300,000.00	4.0500%	269,181.00
Torrance CA UNIF SCH DIST	8913815A9	4.5000%	08/01/27	Aa-	06/16/23	274,497.18	295,000.00	4.5000%	276,851.60
Citris CA CCD	17741RGF9	4.6500%	08/01/28	Aa1	08/30/23	241,374.36	280,000.00	4.6500%	245,926.80
California ST GO TXBL Various	13063DC48	4.2000%	02/01/28	AA	06/01/23	380,317.58	400,000.00	4.2000%	361,384.00
SUBTOTAL MUNICIPAL SECURITIES						2,329,438.04	2,545,000.00		2,347,759.90
<u>CORPORATE SECURITIES</u>									
Morgan Stanley Finance LLC	61766YMT5	5.1500%	01/20/28	A-1	01/20/23	250,000.00	250,000.00	5.1500%	244,440.75
Pfizer Inc	71708EEW1	5.2200%	5/30/24	A-1	11/26/23	243,402.50	250,000.00	5.2200%	245,222.26
SUBTOTAL CORPORATE SECURITIES						493,402.50	500,000.00		489,663.01
FISCAL AGENT						242.73	242.73		242.73



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
December 31, 2023

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PURCH COST	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
MISCELLANEOUS CASH						0.00	3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS						20,465,494.50	20,738,000.00		19,898,293.05
TOTAL POOLED CASH INVESTMENTS						28,064,531.75	26,340,537.25		25,452,189.88

¹ Collateralized in accordance with Section 53652 of the CA state code.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11E

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Kain Gallagher, Captain

Subject: Award of Bid for the Purchase of One (1) Armored Police Vehicle (RFP 2023-06)

SUMMARY

This item recommends the purchase of one (1) armored police vehicle.

RECOMMENDATION

1. Approve the purchase of one (1) Lenco BearCat armored tactical vehicle in the amount of \$380,868; and,
2. Authorize the City Manager to execute a purchase contract with Lenco Armored Vehicles, LLC, in a form approved by the City Attorney.

BACKGROUND

The Los Alamitos Police Department participates on the West Orange County SWAT team, a regional SWAT team comprised of members from the Los Alamitos, Seal Beach, Cypress, Westminster, and Fountain Valley Police Departments. In order for the team to effectively carry out its mission to protect the citizens and critical infrastructure of the region, it must have sufficient equipment to do the job.

The City of Los Alamitos is in need of an armored police vehicle to enhance the regional collaboration and response capabilities of the West Orange County SWAT team to significant incidents, active shooter incidents, Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE), and natural disasters. This vehicle will provide a safe working environment for regional law enforcement during high-risk situations, allowing teams to deploy directly in hot zones to respond to ongoing emergencies.

DISCUSSION

In May 2022, the Los Alamitos Police Department submitted a Project Funding Request to the Homeland Security Grant Program for a new armored police vehicle. The Urban Area Working Groups (UAWG) approved the request, and the Police Department was awarded funding to support this purchase. In 2023, a Request for Proposal was created (RFP# 2023-06), soliciting bids for vehicles that would suit the needs of our department and the regional West Orange County SWAT team. The Police Department received two competitive bids in response to this RFP (Lenco and Terradyne).

Company Name	Bid Amount
---------------------	-------------------

Lenco	\$380,868
Terradyne	\$329,895

A committee was created to evaluate these bids. This committee was comprised of one subject matter expert from each agency participating on the regional SWAT team (Los Alamitos, Seal Beach, Cypress, Westminster, and Fountain Valley). Each committee member has had several years of experience on the SWAT team, has operated armored police vehicles, and is familiar with the current equipment, training, and capabilities of the West Orange County SWAT team. Several of these committee members also toured vehicles from Lenco and Terradyne at the 2023 IACP and CATO conferences.

The committee used an *Evaluation Committee Tabulation Sheet* to assess the proposed vehicles and their suitability for our SWAT team. This tabulation broke down the proposals into five categories:

1. Approach & Work Plan
2. Qualifications & Experience of Company and its Key Individuals
3. Interoperability with Currently Owned and Utilized Equipment
4. Clarity of Proposal
5. Pricing

Through an exhaustive discussion and review, the committee did not disqualify Terradyne from the RFP, but rather Lenco scored higher in the evaluation. The City is not obligated to accept the lowest-price proposal, but instead to make an award in the best interests of the City after all the factors listed above have been evaluated. The results of the evaluation clearly revealed Lenco to be the most advantageous proposal and the best-suited armored police vehicle to meet the needs of our team.

FISCAL IMPACT

The reimbursement grant awarded to the City for the purchase of this armored tactical vehicle is in the amount of \$375,000.00. Reimbursement grants require the City to initially pay for the vehicle. The expected cost of the vehicle is approximately \$380,868.00, and funds should be used from account 10-570-5501-2420. Once the City purchases the vehicle, proof of purchase will be submitted to the governing body of the grant, and reimbursement funds are typically received within 30 days. The City will be responsible for the remaining \$5,868.00 over the grant amount of \$375,000.00.

Attachment: 1. Armored Vehicle RFP (Final) (002)

CITY OF LOS ALAMITOS



**Request for Proposal (RFP) 2023-06
ARMORED POLICE VEHICLE**

FOR

Los Alamitos Police Department (West County SWAT)

Attn: Kain Gallagher
Captain of Administrative Services and Investigations
3201 Katella Avenue
Los Alamitos, California 90720
(562) 431-2255, Extension 420
(562) 431-6499 Fax
Email: kgallagher@cityoflosalamitos.org

DATED: September 1, 2023

Deadline/Bid Opening Date:
Must be received by 11:00 am
November 16, 2023

RFP Available at <http://www.cityoflosalamitos.org>

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

TABLE OF CONTENTS

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION

NOTICE INVITING SEALED PROPOSALS.....	A
PROPOSAL RESPONSE REQUIREMENTS.....	B
BACKGROUND.....	C
PROPOSAL SCHEDULE.....	D
PRODUCT SPECS.....	E
FEDERAL REGULATIONS.....	F

SECTION A
NOTICE INVITING SEALED BIDS

ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos

**NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Police Department**



NOTICE OF REQUEST FOR PROPOSALS 2023-06

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 11:00 AM on **November 16, 2023** (the “Submittal Deadline”), as follows:

ARMORED POLICE VEHICLE

Proposals must be submitted on the City’s Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **“SEALED PROPOSAL FOR THE ACQUISITION OF AN ARMORED POLICE VEHICLE. DO NOT OPEN WITH REGULAR MAIL.”**

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.

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

SECTION B
PROPOSAL RESPONSE REQUIREMENTS

ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION I - PROPOSAL RESPONSE REQUIREMENTS

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit bids for the acquisition of one (1) Armored Police Vehicle.

It is imperative that all Proposers 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 providing a complete and clear description of the offer. The proposal should be concise and be able to properly convey all information.

1.2 INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

Proposers shall submit one "original" proposal bearing wet signatures, two (2) bound copies, and one (1) Microsoft Word digital version of the proposal in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: City Clerk
3191 Katella Avenue
Los Alamitos CA 90720**

Proposers are solely responsible for ensuring their proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this RFP. All proposals shall become the property of the City. Late proposals will not be accepted and will be returned to the Proposer unopened.

SECTION II – ADDITIONAL PROPOSAL RESPONSE REQUIREMENTS

2.1 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 the Armored Police Vehicle to the City of Los Alamitos.

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

2.2 COMPANY DATA

Please submit the following information:

- a) Official firm name and address
- b) Name, address, telephone number, and email address of the Proposer's point of contact
- c) Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture
- d) Federal Employer I.D. Number
- e) The address, telephone numbers, and fax numbers of each of your firm's locations
- f) A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual
- g) Number of years Proposer has been in business under the present business name
- h) All comparable contracts currently in effect
- i) Please describe areas of specialization provided by the Proposer
- j) Any failures or refusals to complete a contract and explanation
- k) Financial interests in other lines of business
- l) Known conflicts of interest

2.3 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:

- a) Letter of Transmittal,
- b) The firm's approach to delivering the Armored Police Vehicle,
- c) Brief company profile and number of years the firm has been in business,
- d) Location of principal office that will be responsible for the implementation of any contracts,
- e) Three references to include: name, address, and phone number of the organization, length of time services were provided, and a description of the goods and/or services provided.
- f) Cost Proposal,
- g) Any other information which should be considered, such as any special services or customer service philosophy, which define your firm's practices.

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

Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos

proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Responses to this Request for Proposal become the property of the City.

SECTION III - GENERAL CONDITIONS

3.1 SCOPE OF SERVICES

The City of Los Alamitos is soliciting Request for Proposals (RFP) from qualified vendors for one (1) Armored Police Vehicle.

3.2 REFERENCES AND QUALIFICATION REQUIREMENTS

Firm must present evidence indicative of its ability to finance, provide, and sustain the specified services to the satisfaction of the City. Failure to include any of the following information, as requested below, may cause proposal to be deemed non-responsive if the City has no prior experience with the Firm .

- a) **Client References:** On a separate sheet of paper, firm must furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom firm has provided similar services. The City intends to contact these customers to determine reliability, Firms' performance, services and other information.
- b) **General Business Statement:** A statement of all of the important business activities of firms' major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in the provision of the specified maintenance services at similar size facilities and areas (or with gross acreage equal to or greater than) with similar service levels as those required for this Contract. Firms shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
- c) **Financial Statement:** Most recent and complete financial statement of firm's current assets, liabilities, and net worth.
- d) **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses, and telephone numbers in each instance.
- e) **Work History:** In addition to **Client References**, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses, and telephone numbers in each instance.

3.3 REQUIREMENT FOR SUPPLEMENTAL INFORMATION

Following the evaluation of proposals, and prior to any consideration of award, the apparent responsible firm(s) may be required to provide supplemental information such as the number of

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

employees used under this Contract. The supplemental information will be used to evaluate the firms' ability to fulfill the terms of the Contract and determine the relative values and benefits of utilizing a Contract in lieu of City staff.

3.4 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.

3.5 SELECTION AND AWARD OF PROPOSAL

Award will be made to the Proposers offering the most advantageous Proposals after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the City. The Committee will evaluate all responsive 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 the order of importance. Weight factors and evaluation scores will not be released until after award of contract. 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.

The following criteria will be used in evaluating the proposals:

- a) Approach and work plan (services provided by the vendor to include preventive maintenance; remedial repairs; repairs necessitated by accident, abuse, and vandalism; mobile service; tire service; and other related services required to assure the effective and economical operation of the City's investment) to achieve specified City objectives.
- b) Qualifications and experience of the project manager and other key individuals.
- c) Results of reference checks. Reference checks will only be conducted for a short list of vendors or the top-rated proposer.
- d) Clarity of proposal.
- e) Pricing.

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

Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos

requirements. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers

The City may elect to interview a short list of qualified vendors or to interview only the top-rated proposer based upon the proposals received.

The City staff will negotiate an agreement with the best-qualified vendor for the Armored Police Vehicle. Should the City staff be unable to negotiate a satisfactory agreement with the vendor considered to be the most qualified, negotiations with that vendor shall be formally terminated. Negotiations will then be undertaken with the next most qualified vendor. Failing accord with the second most qualified vendor, the City staff will terminate negotiations and continue the negotiation process with the next most qualified vendors in order of their evaluation ranking until an agreement is reached and a vendor is selected, and an agreement is executed.

The agreement shall be in a form approved by the City Attorney and will include the following terms and conditions:

1. Insurance Requirements

Types of Required Coverages. Contractor shall maintain in full force and effect during the term of this Agreement the following insurance policies:

- a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$5,000,000 for each occurrence, and if written with an aggregate, the aggregate shall be double the each occurrence limit.
- b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Code 1) with minimum limits of \$1,000,000 each accident.
- c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

2. Indemnification

The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by City, arising from errors and omissions of Contractor, its officers, employees and agents, or arising out of or related to Contractor's performance under this Agreement, except for such loss as may be caused by City's sole negligence.

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

The Contractor shall also defend, indemnify and hold the City harmless from any claims or liability for City health and welfare, retirement benefits, or any other benefits of part-time or fulltime City employment sought by Contractor's officers, employees, or independent contractors, whether legal action, administrative proceeding or pursuant to State statute.

Additional information related to the proposer selection process will be made available in the future once the City has executed this agreement. Please refrain from making any verbal inquiries or requests for a formal debriefing related to the subject RFP until the City completes the ongoing process.

3.6 CANCELLATION OF SOLICITATION

The City may cancel this solicitation at any time for any reason whatsoever.

3.7 COMPLIANCE WITH LAWS

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

3.8 FEMA U.S. DEPARTMENT OF HOMELAND SECURITY GRANT – FEDERAL REGULATIONS

Federal funding for this procurement has been received in part or in whole from the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security. All aspects of this purchase will be subject to FEMA - U.S. Department of Homeland Security Grant Program requirements, as set forth in attached "Exhibit G – Federal Regulations," which will be incorporated by reference into any purchase order issued pursuant to this RFP.

Fraud and False or Fraudulent or Related Acts:

Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this procurement.

No Obligation by Federal Government:

The Federal Government is not a party to any contract or purchase order resulting from this procurement and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract or purchase order.

3.9 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.

3.10 PERFORMANCE BOND

The selected vendor must obtain a performance bond for 100 percent of the amount of any purchase order issued pursuant to this RFP within 15 days after receipt of the order. Selected vendor to submit a proposed sample of the performance bond to be approved by the City in its sole discretion.

3.11 DISQUALIFICATION OF PROPOSER

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.

3.12 INTERPRETATION OF RFP DOCUMENTS

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 terms or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s), interpretations, or clarifications concerning the meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Requests for interpretations shall be made in writing and delivered to Captain K. Gallagher, Los Alamitos Police Department, 3201 Katella Avenue, Los Alamitos, CA 90720, at least ten (10) days before the Submittal Deadline. The requesting party is responsible for the prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP and, when issued, will be sent as promptly as is practical to all parties recorded by the City as having received the RFP. All such addenda shall become a part of the RFP. 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 copy of the RFP is responsible for advising the City that they wish to receive subsequent addenda.

3.13 IRREGULARITIES

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

3.14 NON-EXCLUSIVE CONTRACT

The successful Proposer will enter into a NON-EXCLUSIVE contract, and the City reserves the right to enter into agreements with other firms for the procurement of goods and/or services.

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

3.15 NO OBLIGATION

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

3.16 OFFERS OF MORE THAN ONE PRICE

Proposers are NOT allowed to submit more than one Proposal or alternative pricing options for one armored police vehicle.

3.17 PROPOSAL, REJECTION OF

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

3.18 PROPRIETARY INFORMATION

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

3.19 PUBLIC OPENING

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

3.20 SUBCONTRACTOR INFORMATION

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

3.21 SUBCONTRACTOR REFERENCES

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

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

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

- f. Client project manager's name and telephone number.

3.22 WITHDRAWAL OF PROPOSAL

Proposers' authorized representative may withdraw their proposals only by written request received by Captain Gallagher before the Submittal Deadline.

3.23 FILING A PROTEST

Proposers may file a protest to an RFP with the City Clerk. In order for a Proposer's protest to be considered valid, the protest must:

- Be filed in writing within five (5) business days after the proposal is awarded or before 4:00 p.m. of the 5th business day following the posting of a Notice of Intent to Award Contract on the City's website;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's Purchasing Officer, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Officer will provide a written decision to the protestor within ten (10) business days from the receipt of the protest. The decision of the Purchasing Officer, or his/her designee, is final and no further appeals will be considered.

3.24 DELIVERY

Proposer must perform a complete pre-delivery service prior to delivery of equipment. All units are F.O.B., Los Alamitos Police Department.

3.25 INSPECTION AND ACCEPTANCE

When the selected vendor delivers the Armored Police Vehicle to the Los Alamitos Police Department, the City shall make the final inspection and acceptance. Until that acceptance is complete, insurance coverage shall remain the responsibility of the vendor. If, upon initial inspection or during the warranty term, the vehicle(s) is found to be defective in its construction or deficient in any of the requirements of these specifications, the vendor shall remedy or remove and replace the vehicle equipment in an acceptable manner and no compensation shall be allowed for such correction for either material, labor or transportation of material and/or repair.

**SECTION C
BACKGROUND**

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.1 BACKGROUND

The Los Alamitos Police Department participates on the West Orange County SWAT team, a regional SWAT team comprised of members from the Los Alamitos, Seal Beach, Cypress, Westminster, and Fountain Valley Police Departments. In order for the team to effectively carry out its mission to protect the citizens and critical infrastructure of the region, it must have sufficient equipment to do the job.

The City of Los Alamitos is in need of an Armored Police Vehicle to enhance the regional collaboration and response capabilities of the West Orange County SWAT team to significant incidents, active shooter incidents, Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE), and natural disasters. This vehicle will provide a safe working environment for regional law enforcement during high-risk situations, allowing teams to deploy directly in hot zones to respond to ongoing emergencies.

The City of Los Alamitos is soliciting Request for Proposals (RFP) from qualified vendors for one (1) Armored Police Vehicle meeting the product specifications listed herein.

**SECTION D
PROPOSAL SCHEDULE**

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL SCHEDULE

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

DESCRIPTION OF EQUIPMENT	COST PER UNIT
Armored Police Vehicle comparably equipped with specifications contained herein	
Vehicle Delivery	

The Firm shall be responsible for calculating and providing unit prices for the schedule. The Proposal Schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications, and details.

Proposal Schedule Total: \$ _____

Proposal Schedule Total (in word): _____

Company Name of Proposer **Date**

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

SECTION E
ARMORED POLICE VEHICLE SPECIFICATIONS

ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

		Equipped	
		Yes	No
1. Vehicle Chassis:			
1.1	Base OEM vehicle shall be a NEW or unused		
1.2	Ten (10) speed or greater HD Automatic Transmission with Select-Shift		
1.3	Power brakes w/4 wheel anti-lock		
1.4	Wheelbase: Maximum length of 132 inches, Minimum Length of 126 inches. (Must include a drawing that verifies wheelbase length). -OEM disclaimers are irrelevant		
1.5	Crew area floor height distance to ground maximum 40 inches		
2. Vehicle interior:		Yes	No
2.1	Tilt Steering Wheel		
2.2	Two (2) Front Seats with Heavy Duty Fabric (Driver Seat Armrest)		
2.3	Minimum of Fourteen (14) USB charging ports		
2.4	In-dash OEM AM/FM Radio		
2.5	OEM AC/Heat for the front drivers' area		
2.6	Cup Holders in front and rear		
2.7	Front and Rear HD Floor Mats		
2.8	Heavy Duty Tie Down/Tie off Points in the Interior		
2.9	Minimum of a Five (5) lb. Fire Extinguisher on Board		
2.10	Eight (8) Interior Red & White Dome Lights for rear passenger area and cab area		
2.11	Custom-made Console – must contain amenities for future installation of Police Radios		
2.12	Three (3) position observation stand. (Must provide video of observation stand, in operation and set at each of the three (3) positions		
2.13	Seating for 12-14 people (2) front and (10-12) rear with rear bench seats, bench seat minimum length 72 inches per side (must provide drawing to verify length)		
3. Vehicle Body:		Yes	No
3.1	Total of Six (6) doors (to include two rear 50-50 split rear barn doors)		
3.2	Forward Opening Two (2) Front Doors and two (2) side doors with auto hold out and foot tap release (Must include video demonstration of auto hold out system and foot tap release in operation)		
3.3	Double Rear Doors that can be locked open at 180 degrees or 90 degrees		
3.4	Heavy Duty Battle Bolts/door locking system on all Doors, including Rear Double Doors		
3.5	Emergency Exit Door-lock Override		
3.6	Multiple Tow/Pull Points on Front and Rear		
3.7	Non-Slip Surface Grip Tape on the Roof		
3.8	Exterior Grab Handles on Roof, Front to Rear		
3.9	Exterior Grab Handles on Side Walls the full length of the vehicle		
3.10	Running Boards must be Military Specifications armor plate, Side and Rear minimum 11 inches deep		
3.11	Side Running Boards with Weight Capacity of 3,000 lbs. individually (engineering documentation supporting weight capacity mandatory)		
3.12	Rear Running Boards with Weight Capacity of 2,500 lbs. individually (engineering documentation supporting weight capacity mandatory)		
3.13	Bolt-On Running Boards are prohibited		
3.14	Heavy Duty LED Headlights		
3.15	Brush/Debris Protection over Headlight Area (does not have to be ballistic protection)		
4. Vehicle Performance		Yes	No
4.1	Armored Vehicle Aberdeen Performance Tested or U.S. equivalent with minimum 36.8-degree side slope (must provide documentation, test results must be within the last 20 years)		
4.2	Armored Vehicle Aberdeen Brake Performance Testing or U.S. Equivalent (must provide documentation, results no older than 20 years)		
4.3	Paved Surface Requirements 20 mph stopping distance maximum 27.5 feet 40 mph stopping distance maximum 97.5 feet 60 mph stopping distance maximum 230.5 feet		

4.4	Secondary Road requirements 20 mph stopping distance maximum 27.5 feet 30 mph stopping distance maximum 51.5 feet 35 mph stopping distance maximum 83.5 feet		
5. Vehicle Ballistics		Yes	No
5.1	<u>Ballistic Protection</u> 5.1.1 US Government Ballistic Certification for Armor Plate used in vehicle construction. 5.1.2 0.50 Caliber M2 Defeat Capability to include all vertical panels, including front fenders around the engine compartment 5.1.3 0.5 inch thick Military Specifications Steel Vertical Panels 5.1.4 Multi-Layer Armor Systems with Tubular Framing are NOT permitted. 5.1.5 Defeats 10 Rounds 0.50 Cal M2 (3rd party test lab verification document required) 5.1.6 One-Piece Single Layer 0.5-inch Military Specifications Steel Side Walls extending from front to rear corner. (Must include photo of one-piece sidewall).		
5.2	<u>All Windows Exceed NIJ IV, Defeat 0.50 Caliber M2 and 0.30 Caliber AP</u> 5.2.1 Ballistic Windows 2.5" Maximum Thickness. 5.2.2 Must provide ballistic test lab evidence for transparent armor to defeat (1) 20 mm FSP Artillery Round. 5.2.3 Must provide ballistic test lab evidence for transparent armor to defeat (3) rounds on 120 mm triangle of 7.62 x 51-mm, 150-grain M61 AP		
5.3	<u>Two (2) Piece Front Windshield minimum; (1) Piece Windshields not permitted.</u> 5.3.1 All Doors, All Windows Overlapped with 0.5-inch-thick Military Specifications Steel. 5.3.2 Crew Area minimum of (4) Ballistic Windows on side walls, minimum size 10" by 24" (must provide drawings validating rear window dimensions)		
5.4	Armor may not exceed 534 Brinell Hardness		
5.5	Blast Resistant Floor Material, Military Specifications Steel 0.25 inch minimum		
5.6	Fully Armored Hood Traditional Opening Hood with safety rod		
5.7	Roof Hatch must open and close with one hand; must be counterbalanced (must include video demonstration)		
5.8	Thirteen (13) Total Gun ports (11) minimum must be Seven inches (7") Vertical for Rifle Optics, gun ports must be 0.5 inches thick made of Military Specifications 46100; 0.25-inch thick gun ports are not permitted		
5.9	Floor and Fuel Tank minimum 0.25 inch Military Specifications steel		
6. Emergency Lighting and Siren Equipment		Yes	No
6.1	Emergency Lighting 6.1.1 Two (2) Forward Facing LED Lights, red and blue in the front bumper area 6.1.2 Two (2) Rear-facing Amber and blue 6.1.3 Wig Wag Headlights Front 6.1.4 Alternating Lights Rear		
6.2	Stealth switch to disable brake lights and backup lights		
6.3	200 Watt Siren with PA with Speakers behind bumper wall, not exposed to potential damage in a ramming event		
7. Additional Equipment		Yes	No
7.1	V8 Diesel 6.7 Liter or greater		
7.2	Four (4) Wheel Super Single tires with field serviceable run flats and off-road suspension upgrade		
7.3	Total of Six (6) doors (to include two rear 50-50 split rear barn doors)		
7.4	Electric Power Mirrors		
7.5	360 Camera System to include (4) exterior cameras: (1) Left, (1) Right and (1) rear. 7" Monitor to include DVR capabilities. Left Camera, right camera, and rear camera are to be wired so camera views activate during left signaling, right signaling, and braking. All four views can be selected at the monitor		
7.6	Radio Prep Package to include police antenna mounted to roof and wired into console		
7.7	Rear A/C – Heating system to include ceiling-mounted Evaporator and Heater Core along with an add on engine driven compressor and standalone condenser		

7.8	Hydraulic Adjustable Ram Bar 2-piece, minimum length 148.25 inches and fully extended minimum height 133 inches (Must include drawing showing system with dimensions verifying it meets minimum requirements. Video of system ramming through cement block wall also mandatory). (Electric Powered Ram Bars Prohibited)		
7.9	Break and Rake Hydraulic Ram Bar Attachment		
7.10	Door Pivoting Ram Head Hydraulic Ram Bar Attachment		
7.11	Lighting and scene lighting package to include (8) lights above the front windshield, (2) lights mounted Driver Side, and (2) lights mounted on the passenger side along with (2) scene lights mounted Driver side and (2) scene lights mounted passenger side. Visor lights and Scene lights are to be switched individually at the main switch panel		
7.12	Two (2) Roof Mounted LED Spotlight with internal controls		
7.13	High-Intensity Driving Lights in the front bumper		
2.14	Fender Intersection Lights		
2.15	Two (2) Roof Mounted Ally Lights (1) Driver Side (1) Passenger Side Mounted		
2.106	Take Down Light (Bumper Mounted)		
2.17	AC DC Power Inverter with up to 2,000 Watts of Internal Power available and a trickle charge feature with auto eject		
2.18	Police Style Cupola with Glass and Barn Doors and Mechanical Hand Crank Rotating System		
2.19	Armor system to protect oil pan, must be removable and have access panel for oil filter		
2.20	Two (2) Rear Crew Area Electric Fans		
2.21	Two Way intercom system with Push to talk and volume control on the master station		
2.22	Six (6) Weapon Mounts located at Driver Side and Passenger Side Front Seats, (1) at each Jump Seat Location, and (2) at the Passenger Side Rear Wall Location		
2.23	LRAD Wiring Kit for Plug and Play use of LRAD		
2.24	LRAD Roof Rail Mount		
2.25	Total of (4) Ford Ignition Keys		
2.26	Bedrock Paint on Exterior of Vehicle to include secondary Side Doors, Side Walls, and Door Thresholds		
2.27	Instrument Blackout Panel		
2.28	Paint must be Lusterless Urban green		
2.29	All Lighting to be California Mandated Solid Burn Red and Blue-Front, Amber, and Blue- Rear		
2.30	Warranty/Insurance: 2.30.1 Minimum three years Bumper to Bumper Limited Warranty on Chassis 2.30.2 Minimum three years Manufacturer's Parts Warranty		
2.31	Chassis and Body must be of U.S. origin to provide U.S. warranty at OEM for 3 years or 36,000 miles.		

SECTION F FEDERAL REGULATIONS

ARMORED POLICE VEHICLE REQUEST FOR PROPOSAL (RFP) 2023-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

a. Federal Regulations – Recipient must comply with the government cost principles, uniform administrative requirements and audit requirements for federal grant program housed within Title 2, Part 200 of the Code of Federal Regulations.

b. Debarment and Suspension – As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 200, Recipient must provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

c. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by CITY, the grant agency and/or their duly authorized representatives for a period of three (3) years from the date of submission of the final expenditure report by the City of Anaheim. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, Recipient shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, Recipient shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of Recipient, upon request during usual working hours.

d. Recipient shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.

e. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

f. Americans with Disabilities Act of 1990 - (ADA) Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

g. Political Activity - None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to

further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

h. No Lobbying- Recipient will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

i. Non-Discrimination and Equal Opportunity - Recipient will comply, and all its contractors (or subrecipients) will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of 1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Recipient makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Recipient will forward a copy of the findings to CITY which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice. If applicable, recipient will comply with the equal opportunity clause in 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375.

j. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

k. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

l. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Copeland "Anti-Kickback" Act (30 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

m. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

n. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

o. Recipient will comply, and all its contractors (or subrecipients) will comply, with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as applicable.

p. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable.

q. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

r. Recipient agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401 and any other implementing regulations, as applicable.

s. Recipient may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

t. Pursuant to Equal Employment Opportunity requirements of 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375, as to any construction contract thereunder, if applicable, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11F

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Robert Acosta, Support Services Manager

Subject: Resolution No. 2024-03 - West Orange County Community Emergency Response Team (CERT) Memorandum of Understanding (MOU)

SUMMARY

Within the United States, there are 2,700 local Community Emergency Response Teams (CERT) authorized by the Federal Emergency Management Agency (FEMA). CERT academy participants receive 18 hours of training in Disaster Preparedness, Fire Safety, Light Search and Rescue, Team Organization, Disaster Medical Operations, Disaster Psychology, and Terrorism. Since 1993, over 600,000 people have completed CERT training nationwide.

RECOMMENDATION

Adopt a Resolution No. 2024-03, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF THE WEST ORANGE COUNTY CERT MEMORANDUM OF UNDERSTANDING".

BACKGROUND

Currently, Los Alamitos has eight rostered members who have joined the CERT team as city-affiliated volunteers. Since 2008, the West Orange County CERT training academy has successfully trained over 1,000 residents through a casual joint venture between the six cities of Buena Park, Cypress, La Palma, Los Alamitos, Seal Beach, and Westminster. This informal alliance, utilizing the combined resources of the six cities, has yielded economies of scale and a quality of instruction that would be unattainable by individual cities acting alone. The West Orange County CERT training academy is available to anyone, with preference given to residents of the six participating cities, along with residents of neighboring unincorporated areas, such as Rossmore. Local CERT teams are typically sponsored by a city police or fire department.

DISCUSSION

The West Orange County CERT academy has been remarkably successful in joint recruitment and joint training, but it lacks the jurisdictional authority customarily afforded to a city government. Without official city affiliation, individual CERT volunteers lack state disaster service worker protection, while the City lacks liability protection. Agenda Item 2024-22 and the attached MOU preserve the high-quality, collaborative, six-city CERT academy for our collective residents. Simultaneously, the attached MOU formally assigns each retained CERT member to their respective City for registration as Disaster Service Worker Volunteers. This results in improved liability protection for the City and improved consistency in state worker compensation insurance for each affiliated CERT volunteer. Under this MOU, CERT volunteers from one city retain their insurance protection as they cross city borders to assist neighboring cities with both emergency and non-

emergency functions. The attached MOU does not produce a new joint powers authority, special district, non-profit corporation, accredited disaster council, or any other new layer of government. Instead, this MOU utilizes existing human resource processes vested within the current local governing bodies within each participating city.

FISCAL IMPACT

If the City of Los Alamitos signs and adopts the six-city West Orange County CERT Memorandum of Understanding, the City will achieve enhanced liability protection. At the same time, City-affiliated CERT volunteers will receive state-level worker compensation protection during authorized training and disaster response. The City of Los Alamitos currently manages eight CERT members; this could increase as new academy graduates are added to the CERT team as assigned. Some increase in administrative costs may be anticipated as the City of Los Alamitos conducts background checks and processes disaster service worker registrations for newly affiliated city volunteers. Some costs may be offset during a proclaimed disaster when a volunteer's time can count toward the City's matching funds, as required for FEMA grants.

Attachment: 1. Resolution No. 2023-04 - West OC CERT MOU
 2. Exhibit A - West OC CERT MOU

RESOLUTION NO. 2024-03

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF THE WEST ORANGE COUNTY CERT MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Los Alamitos desires to enter a Memorandum of Understanding (MOU) for the Community Emergency Response Team (CERT) known as West Orange County CERT; and,

WHEREAS, The West Orange County CERT training academy has successfully trained over 1,000 residents through an informal alliance between the six cities of Buena Park, Cypress, La Palma, Los Alamitos, Seal Beach, and Westminster; and,

WHEREAS, this informal alliance, utilizing the combined resources of the six cities, has yielded economies of scale and a quality of instruction that would be unattainable by individual cities acting alone; and,

WHEREAS, the current informal arrangement between the six participating cities lacks the jurisdictional authority normally afforded to a City government. Without official city affiliation, individual CERT volunteers lack state disaster service worker protection, while the City lacks liability protection; and,

WHEREAS, the attached MOU formally assigns each retained CERT member to their respective City for registration as Disaster Service Worker Volunteers. This will result in improved liability protection for the City and improved consistency in state worker compensation insurance for each affiliated CERT volunteer; and,

WHEREAS, The attached MOU will not produce a new joint powers authority, special district, non-profit corporation, accredited disaster council, or any other new layer of government. Instead, the MOU utilizes existing human resource processes vetted within each participating city's current local governing bodies.

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

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

SECTION 2. The City Council hereby approves the West Orange County CERT MOU appended hereto as Exhibit "A", and incorporated herein by this reference, and authorizes the Chief of Police to execute said MOU.

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

PASSED, APPROVED, AND ADOPTED this 20th day of February, 2024.

Jordan B. Nefulda, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of February, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

West Orange County CERT Memorandum of Understanding



Drafted by Ed Fleming, City of La Palma, in partnership with the CERT Program Managers from the Cities of Buena Park, Cypress, Los Alamitos, Seal Beach, and Westminster

October 4, 2023

Table of Contents

CERT GOALS AND MISSION STATEMENTS	2
PURPOSE AND SCOPE	3
BENEFITS OF THIS MOU	4
AUTHORITIES	5
DEFINITIONS	6
GOVERNANCE AND PARTICIPATION	7
GOVERNANCE	7
PARTICIPATING CITIES	7
FUNDING	8
LIABILITY AND INDEMNIFICATION	8
WORKERS' COMPENSATION AND LIABILITY INSURANCE	9
LICENSE, CERTIFICATE, PERMIT, AND INSURANCE PORTABILITY	9
CERT UNIFORM AND IDENTIFICATION POLICY	10
DEPLOYMENT, NOTIFICATION, AND INTEROPERABLE COMMUNICATIONS	10
RECRUITMENT, TRAINING AND EXERCISES	11
RECRUITMENT	11
TRAINING AND EXERCISES	11
CITY GOVERNMENT ROLES AND RESPONSIBILITIES	12
PLAN MAINTENANCE	13
SIGNATURES	14
APPENDICES	15
APPENDIX-1: WEST ORANGE COUNTY CERT HISTORY AND BACKGROUND	15
APPENDIX-2: FEMA CERT TEAM REQUIREMENTS & EXPECTATIONS	17
APPENDIX-3: CALIFORNIA DSWVP REQUIREMENTS AND LIMITATIONS	18
APPENDIX-4: CERT PROGRAM MANAGERS' RESPONSIBILITIES	20
APPENDIX-5: POTENTIAL ROLES FOR CERT VOLUNTEERS	21
APPENDIX-6: ON-BOARDING CHECKLIST FOR BASIC CERT ACADEMY	22
APPENDIX-7: ON-BOARDING CHECKLIST FOR TRAIN AND RETAIN CERT VOLUNTEERS	23
APPENDIX-8: CERT VOLUNTEER TERMINATION	24
APPENDIX-9: VOLUNTEER ILLNESS OR INJURY CHECKLIST	25
APPENDIX-10: OPERATIONAL CONTROL	27
<i>CERT Response to Planned or Emergency Events</i>	<i>27</i>
<i>CERT Mutual Aid Response</i>	<i>27</i>
<i>CERT Agency Representative</i>	<i>27</i>
<i>Mutual Aid Reimbursement</i>	<i>27</i>
<i>Hosting Jurisdiction Responsibilities During Mutual Aid</i>	<i>28</i>
<i>Assisting Jurisdiction Responsibilities During Mutual Aid</i>	<i>28</i>
APPENDIX-11: COUNTYWIDE CERT MUTUAL AID PROGRAM (CMAP)	29
REFERENCES	30

CERT Goals and Mission Statements

NATIONAL CERT GOAL¹

- *Do the greatest good for the greatest number in the shortest amount of time.*

NATIONAL CERT MISSION²

- *The primary mission of CERT is to promote personal, family, and neighborhood preparedness through education, outreach, and community engagement.*
- *During major emergencies, the mission of CERT members may include immediate basic response to assist family members and neighbors.*
- *Upon request from local government officials, a CERT Team may be activated to assist with community safety and disaster response within an Incident Command System.*

OC CERT MUTUAL AID PROGRAM (CMAP) MISSION³

- *The purpose of CMAP is to provide CERT Mutual Aid within Orange County in the event of a disaster.*

WEST ORANGE COUNTY CERT MISSION

- *To act as a joint CERT recruitment and training hub for the six participating cities.*
- *To support community events and to supplement emergency response within the six cities upon request from local government officials.*
- *To support countywide CERT mutual aid response upon request from county mutual aid officials.*

¹ CERT Field Operations Guide, p. 3

² CERT Field Operations Guide, p. 3

³ Policy and Guidelines, Orange County CERT Mutual Aid Program (2017)

Purpose and Scope

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the cities of Buena Park, Cypress, La Palma, Los Alamitos, Seal Beach, and Westminster. This MOU is as an administrative companion to the existing West County CERT Standard Operating Procedure (SOP) that was developed in June 2013 as an operational response guideline.

This MOU does not produce a new joint powers authority, special district, non-profit corporation, accredited disaster council, or any other new layer of government. Instead, this instrument utilizes existing human resource processes vested within the current local governing bodies within each participating city.

This MOU requires each participating city to manage its own CERT administrative and human resource functions, such as onboarding affiliated CERT volunteers, running background checks, providing oaths of office, managing liability insurance, and retaining Disaster Service Worker Volunteer forms as required by Title 19 CCR 2573.2(a)(3). This MOU individually assigns each affiliated West County CERT volunteer to one of the *train-and-retain* CERT teams for human resources functions.

This MOU jointly assigns to West Orange County CERT the collaborative roles of recruitment, training, meetings, exercises, responses, and other activities that are traditionally conducted jointly by all participating city CERT teams. West Orange County CERT functions as a unified *recruitment hub* and *training academy* for the participating cities, similar to a college-based police academy.

Benefits of This MOU

This MOU establishes the following benefits and obligations.

Insurance Coverage & Insurance Portability (p. 9)

- Each CERT Volunteer is covered by city insurance and state DSWV insurance; both types of insurance are administered by the volunteer's home city.
- While participating in CERT mutual aid activities within any jurisdiction, the CERT volunteer continues to receive insurance protection from the city where the DSWV registration is on file.

Manageable Span of Control (p. 7)

- Eliminates concentrating personnel files from all six cities at the City of Seal Beach.
- Reduces administrative burdens on Seal Beach Police and Seal Beach Human Resources.

Common Terminology

- Adopts FEMA terminology for "Train & Retain" and "Train & Release" (aka "Train-Only"). (p. 6)
- Adopts CERT volunteer training and typing definitions, as approved by FEMA and CMAP. (p. 6)
- Initially assigns new academy graduates to "unaffiliated" status (formerly known as "level-C"). (p. 7)

Unity of Command (p. 7)

- Assigns each CERT volunteer to *one* "train & retain" city for the purposes of training records, background checks, Disaster Service Worker Volunteer registration, and City insurance protection.

Economies of Scale (pp. 7, 11)

- Maintains economies of scale by jointly conducting multi-city training academies and meetings.

Comprehensive Resource Management (p. 7)

- Allows any train-and-retain city to incorporate a CERT volunteer from another jurisdiction, including:
 - Residents of Buena Park (a "train and release" city)
 - Residents of Rossmore (a county island that has no CERT Team)
 - Residents of Stanton (a city bordering Cypress that has no CERT Team)
 - Residents of Long Beach (a city that borders Seal Beach)
 - Other

Uniform and CERT Identification Policy (p. 10)

- Clarifies *policies* regarding when to issue green CERT equipment, West County CERT patches, and CERT/DSWV identification cards.
- Uniform *procedures and protocols* will remain in the CERT Standard Operating Procedures (SOPs).

Accountability

- In case of volunteer injury, worker's compensation claims are managed by the city where the volunteer's DSWV registration is on file, instead of the City of Seal Beach (p. 9).
- Requires each CERT volunteer to maintain the original copies of their training certificates (p. 21, 23).
- Duplicate training certificates may be filed with CERT program managers and with the CERT administrative volunteer as prescribed (pp 21-23).
- Encourages a CERT Agency Representative (AREP) to report, if available, to the incident liaison officer during emergencies (p. 20, 27).

Authorities

California Office of Emergency Services (2016). *Disaster Service Worker Volunteer Program Guidance*

California Office of Emergency Services (2016). *Regulations for the Standardized Emergency Management System SEMS*

California Office of Emergency Services (2014). *Volunteer Resource Management Function. Out-of-Jurisdiction Volunteer Deployment Guidance for Disaster Volunteer Program Coordinators*

County of Orange. (2018). Orange County Operational Area Emergency Operations Plan. *Volunteer & Donations Management Annex/Attachment-H (CMAP)*

County of Orange. (2023). Orange County CERT Mutual Aid Program (CMAP) Training Matrix

FEMA/CERT Basic Training *Instructor Guide* (n.d.).

FEMA/CERT Liability Guide (n.d.).

FEMA/CERT Program Guide, FEMA P-2321 (November 2022).

National Incident Management System (NIMS) Guideline for Mutual Aid

Title 19 California Code of Regulations § 2570. Disaster Service Worker Volunteers

West Orange County CERT (2013). *Standard Operating Procedures*

Definitions

- **Affiliated Volunteer:** A volunteer who is pre-screened and pre-registered with a local government sponsoring agency that trains and employs volunteers to assist during emergencies or disasters.⁴
- **CERT:** Community Emergency Response Team, as referenced in Title 19 CCR 2572.1 (c).
- **CERT Program Manager:** A city employee who manages the city's CERT program, as assigned by the city sponsoring agency.
- **CERT Volunteer:** A CERT member who has training in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations, per Title 19 CCR 2572.1(c).
- **CERT Volunteer Typing:** Each CERT volunteer is typed by individual qualifications and capabilities. A Type-1 CERT volunteer is more qualified than a Type-2 volunteer, who is more qualified than a Type-3 volunteer.
- **CMAP:** Orange County CERT Mutual Aid Program, as defined in Orange County Operational Area Emergency Operations Plan--Volunteer & Donations Management Annex/Attachment-H (CMAP).
- **DSWV:** Disaster Service Worker Volunteer, as defined in Title 19 CCR 2570.2.
- **NIMS:** National Incident Management System (Homeland Security Presidential Directive #5).
- **Participating Cities:** The cities of Buena Park, Cypress, La Palma, Los Alamitos, Seal Beach, and Westminster.
- **SEMS:** Standardized Emergency Management System, as defined in Title 19 CCR 2405.
- **Sponsoring Agency:** Local CERT programs are usually sponsored by a local government agency—typically fire departments, police departments, courts, or local emergency management agencies.⁵
- **Train and Release (aka Train-Only):** A local CERT training program, authorized by FEMA, that provides basic CERT academy training for the community. After the training, academy graduates are released, they are not members of a CERT team, and they are not issued DSWV identification cards or green CERT equipment.
- **Train and Retain:** A local CERT training program, authorized by FEMA, that provides basic CERT academy training to community members. After the training, academy graduates who complete additional requirements are retained as members of the city CERT team. Retained CERT volunteers are issued a CERT/DSWV identification card, a West County CERT patch, and green CERT equipment.
- **West County CERT (WCC):** West Orange County Regional CERT jointly provides a basic CERT training academy for residents of the participating cities. While CERT volunteers are each assigned a single home city for administration of human resources, the West County CERT regional cities jointly act as a unified recruitment hub and CERT training academy, similar to a college-based police academy.

⁴ Cal-OES *Volunteer Resource/Out-of-Jurisdiction Volunteer Deployment Guidance* (2014), p.4.

⁵CERT Liability Guide (n.d.), p. 2. https://www.ready.gov/sites/default/files/2021-04/CERT_Liability_Guide%20v2.pdf

Governance and Participation

Governance

This MOU does not produce a new joint powers authority, special district, non-profit corporation, accredited disaster council, or any other new layer of government. Instead, this instrument utilizes existing human resource processes vested within the current local governing bodies within each participating city.

Participating Cities

The following table lists the six cities who participate in the joint West Orange County CERT Academy:

Participating City	Sponsoring Agency	Mission Type	CERT Trailer
Buena Park	Buena Park Police Department	Train-and-Release (aka Train-Only)	No
Cypress	Cypress Police Department	Train-and-Retain	No
La Palma	La Palma Police Department	Train-and-Retain	Yes
Los Alamitos	Los Alamitos Police Department	Train-and-Retain	No
Seal Beach	Seal Beach Police Department	Train-and-Retain	Yes
Westminster	Westminster Police Department	Train-and-Retain	No

CERT Academy

The six participating cities agree to jointly support and fund a unified basic CERT academy on an annual or as-needed basis. This 18-hour basic CERT academy is offered primarily for persons who live or work within, or near the border of, one of the six participating cities. Each participating city traditionally contributes emergency management staff, materials, and supplies to ensure a successful joint CERT academy.

Train and Release (aka Train-Only)

Upon academy completion, most academy participants typically wish to be released as unaffiliated trained citizens. When unaffiliated academy graduates are released, they are not members of a CERT team, and they are not issued DSWV identification cards or green CERT equipment.

Train and Retain

Those academy graduates who desire CERT team membership shall possess a certificate of completion from any approved basic CERT academy and they shall meet all CMAP Type-3 training requirements.⁶ Following a written application and a successful interview, each affiliated CERT volunteer shall be assigned to *one* of the train-and-retain cities for administrative purposes including background checks, DSWV-registration, and insurance coverage.

Incorporating CERT Volunteers From Neighboring Jurisdictions

Any train-and-retain city may, at the city's discretion, incorporate a CERT volunteer from another jurisdiction into its CERT team if the CERT volunteer has undergone all required training and met minimum standards set forth by the train-and-retain city. Once the CERT volunteer is incorporated into the city's CERT team, he or she shall be deemed a member of such CERT team with the same obligations, privileges, and insurance protections as other CERT Team members.

⁶ CMAP training requirements can be viewed on the Countywide Emergency Management PrepareOC system (SharePoint).

Funding

No additional city funds are required or requested for the administration of this MOU. Each participating city contributes some staff time, in-kind materials, and food in support of the basic CERT academy.

CERT training academy courses are offered free of charge to the public; however, a small materials fee is usually collected from each academy participant to offset costs of expendable items, such as fire extinguishers and fuel used during fire suppression training. Federal grants have historically paid for student manuals, CERT Field Operations Guides, green backpacks, green helmets, and fire-training burn-pans.

Each *train-and-retain* city shall cover the cost of background checks for their assigned volunteers. The cities of La Palma and Seal Beach have assumed financial responsibility for equipping and maintaining their own assigned CERT response trailers.

CERT mutual aid response is free. When providing or receiving city-to-city assistance, there is no provision to offset any costs incurred by the assisting jurisdiction.

Train-and-retain CERT volunteers purchase their own uniforms pursuant to the West Orange County CERT SOP and the uniform authorization letter.

Liability and Indemnification

Each participating city shall defend, indemnify and hold harmless the other cities and their council members, officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by any city) for negligent or intentional acts, errors and omissions committed by the indemnifying city or its officers, employees, and agents, arising out of or related to that city's performance under this MOU, except for such loss as may be caused by any other city's negligence or that of its officers, employees, or other representatives and agents.

Workers' Compensation and Liability Insurance

State Disaster Service Worker Volunteer Program (DSWVP)

Each West Orange County CERT team volunteer shall be assigned to one *train-and-retain* city that will act as their employer for administrative purposes. This designated home city shall provide pre-hire background checks; fingerprinting; Disaster Service Worker Volunteer registration per 19 CCR 2573.2(a)(3); and non-disaster insurance coverage per Title 19 CCR 2573.1(b)(3).

The California Disaster Service Worker Volunteer Program (DSWVP) covers registered volunteers during emergency response and qualified training. CERT volunteers responding to or rendering assistance who sustain injury or death in the course of, and arising out of, their employment are entitled to all applicable DSWVP benefits through their home employer where their DSWV registration is on file.

CERT responders shall receive any state and federal benefits that may be available to them for line of duty deaths. Workers' compensation claims for injuries/illnesses sustained by disaster service worker volunteers while performing disaster service, shall be filed under the same authorities and guidelines as claims filed by paid employees, per Title 19 CCR 2573.3.

City Liability Insurance (Non-DSWVP)

Volunteers are not covered under the California Disaster Service Worker Volunteer Program (DSWVP) if they are serving in a non-emergency/non-disaster capacity or in a non-authorized training capacity.

Activities excluded from DSWVP coverage include, but are not limited to, day-to-day (non-disaster) emergency operations, parades, public exhibitions, physical fitness training, public education, staffing a first-aid station, working at a DUI-checkpoint, equipment maintenance, smoke alarm installation, non-training meetings, travel to and from training, or participating in other non-disaster training activities, per Title 19 CCR 2573.1(b)(3).

Whenever a city deploys its CERT volunteers in non-disaster capacities, such as parades, public exhibitions, or public education, the city shall provide its CERT volunteer workers with liability coverage for bodily injury, property damage, and personal injury.

License, Certificate, Permit, and Insurance Portability

CERT volunteers from one city frequently cross city borders to assist a neighboring city with both emergency and non-emergency functions. Insurance portability allows individual CERT volunteers to take their home city's insurance benefits with them. While participating in CERT mutual aid activities within any jurisdiction, the CERT volunteer shall continue to receive insurance protection from the city where the DSWV registration is on file. The city where a volunteer is registered as a DSWV is responsible for managing any injury claims, regardless of the jurisdiction where the injury occurs.

The participating cities agree that if a CERT volunteer holds a license, certificate, permit, or insurance coverage issued by the assisting political subdivision, the CERT volunteer shall be deemed to be licensed, certified, permitted, and insured while performing duties in the political subdivision receiving mutual aid assistance.

CERT Uniform and Identification Policy

Unaffiliated Academy Participants

During the CERT academy, each participant will be issued goggles, gloves, and a white unmarked helmet. During the CERT academy, participants should not receive any green apparel or insignias that might imply official affiliation with a CERT team. Those who graduate the academy will be issued a certificate of completion.

Affiliated CERT Volunteers

After basic CERT training, those academy graduates who complete all minimum Type-3 CERT requirements, including written enrollment/application and interview, shall be assigned to a *train-and-retain* city for background checks, DSWV-registration, insurance coverage, and registration in the city's *local* AlertOC system.

Qualified Type-3 CERT volunteers will be issued a West Orange County Regional CERT patch,⁷ along with a green backpack and a green CERT helmet. The City of Seal Beach will issue a West County CERT/DSWV identification card to each qualified volunteer, regardless of city affiliation. Type-3 and above volunteers will be registered in West Comm's *regional* AlertOC system.

FEMA does not establish a uniform standard for CERT volunteers.⁸ Uniform protocols and procedures are located in the West Orange County Regional CERT Standard Operating Procedures (SOPs). All West Orange County CERTs use the same logo, uniform, patch, and CERT/DSWV Identification-card. Train-and-retain CERT members purchase their own uniforms per West County CERT SOPs and the uniform authorization letter.

Deployment, Notification, and Interoperable Communications

City AlertOC

Each city shall maintain a list of their own city CERT volunteers. The individual city may initiate a single-jurisdiction CERT call-out of local city volunteers via the internal AlertOC system.

West Comm AlertOC

West Comm dispatch center, in cooperation with the Seal Beach CERT Program Manager, shall maintain a master list of all West County Train-and Retain Volunteers, along with a list of all West Orange County CERT Program Managers. West-Comm may initiate a multi-jurisdictional CERT call-out of West Orange County regional CERT volunteers via the internal AlertOC system.

CERT Radios

La Palma and Seal Beach CERT Trailers are each equipped with MURS radios that are programmed for interoperable communications. Any additional CERT radios purchased should mirror the existing frequency plan.

⁷ The West Orange County CERT patch, representing the unified six-city regional CERT program will be used by all West County CERT volunteers, regardless of city affiliation.

⁸ FEMA/CERT. *CERT Program Guide*. (November 2022), p. 18.

Recruitment, Training and Exercises

Recruitment

The six West Orange County CERT Cities agree to jointly recruit community members for CERT training academies. CERT Academy flyers may be distributed as hardcopies or electronically through the various City websites, community fairs, media outlets, allied agencies, and other channels.

Training and Exercises

1. **Basic CERT Academy.** The six West Orange County CERT cities agree to jointly train community members who desire CERT training. FEMA requires a minimum 18-hour basic CERT academy, which is typically conducted by the six cities annually, depending upon demand. The joint six-city basic CERT Training Academy efficiently trains up to 60 participants at a time in a collaborative fashion that would not be possible by a single city acting alone.
2. **CERT Volunteer Training and Typing.** Academy graduates who are retained by a City CERT team shall comply with the FEMA and County volunteer typing and training requirements as specified in the CMAP SOP. The CMAP training matrix and typing requirements can be viewed on the Countywide Emergency Management PrepareOC system (SharePoint).
3. **CERT Volunteer Advanced Training and Typing.** Training standards for advanced CERT Volunteers, CERT Section Chiefs, and CERT Team Leaders are established by FEMA and CMAP. The CMAP Training matrix and typing requirements can be viewed on the Countywide Emergency Management PrepareOC system (SharePoint).
4. **CERT Program Manager Training.** City CERT program managers are encouraged to complete training listed in the CMAP Training matrix, including the CERT Train the Trainer course, the CERT Program Manager Course, and courses on volunteer management.
5. **CERT Trailer Driver Training.** Those cities with CERT response trailers will develop driver training programs and driver qualification criteria specifically for their city vehicles.
6. **CERT Volunteer Refresher Training and Exercises.** A refresher training topic is typically provided at each bimonthly West Orange County CERT meeting. In addition, special weekend training sessions and exercises may be scheduled by West Orange County CERT. These exercises may include a position task book (PTB).
7. **CERT Volunteer Group Supervisor Exercise.** Current West Orange County CERT volunteers typically act as team leaders and group supervisors during the basic academy's final exercise. This serves the triple purposes of (a) satisfying the basic academy exercise requirements; (b) serving as an annual exercise for existing West Orange County CERT team members; and (c) providing an opportunity for signing off portions of the CERT position task book (PTB). SEMS concepts are used to manage exercises per Title 19 CCR 2405.
8. **CMAP Training/Exercises.** Multi-team exercises and advanced training may be provided by CMAP on a countywide basis.

City Government Roles and Responsibilities

Each participating City with jurisdiction and responsibility for CERT agrees to perform the following:

1) **City Management Responsibilities**

- a) Each city shall annually declare their CERT mission with FEMA as *train-and-retain* or *train-only*.
- b) Each city shall annually designate their CERT program's sponsoring agency and CERT program manager.
- c) See FEMA website in Appendix-2.

2) **City Sponsoring Agency Responsibilities**

- a) Each city sponsoring agency shall assist in jointly recruiting for and conducting the unified West County Basic CERT Training Academy for residents of all participating cities.
- b) City sponsoring agencies shall jointly provide bi-monthly meetings and ongoing CERT training for retained CERT volunteers.
- c) Each city sponsoring agency will assist city human resources, as needed, with hiring, background checks, retention, and termination procedures for retained CERT volunteers per city policy.
- d) Each city sponsoring agency shall file a statement of membership with the secretary of the Orange County CERT Mutual Aid Program (CMAP).
- e) Each city sponsoring agency will act as the point of contact, as needed, for CERT preparedness and response activities, including issuing or receiving requests for CERT mutual aid.
- f) Cities with assigned CERT response trailers shall provide tow vehicles, driver training, and vehicle maintenance for their assigned CERT response trailers.

3) **City Human Resources Responsibilities**

- a) For administrative purposes, each qualified West Orange County CERT team member will be assigned to one of the *train-and-retain* City CERT teams.
- b) Cities that operate a *train-and-retain* response team may incorporate qualified CERT academy graduates from neighboring communities if necessary.
- c) City Human Resources Departments will provide the following for its retained CERT volunteers:
 - i) Personnel services, such as pre-hire background checks and fingerprinting.
 - ii) Insurance coverage for both disaster and non-disaster response (See Title 19 CCR 2573.1(b)(3)).
 - iii) Registration of CERT members as Disaster Service Worker Volunteers (DSWV).⁹
 - iv) Retention of signed Disaster Service Worker Volunteer registration forms (See 19 CCR 2573.2 (a)(3)).
 - v) The city where a volunteer is registered as a DSWV is responsible for managing any injury claims, regardless of the jurisdiction where the injury occurs.

⁹ Note: West County CERT will issue the physical CERT/Disaster Service Worker ID-card.

Plan Maintenance

Plan Maintenance

To ensure continued success of the joint West Orange County CERT training academy, this MOU should be reviewed periodically and assessed to make sure it still meets the needs of all parties. Maintenance of this MOU shall be the responsibility of the six City CERT program managers with approval of the sponsoring agencies.

Severability

Should any portion, section, or subsection of this MOU be ruled invalid or nullified, that fact shall not affect or invalidate any other portion, section, or subsection; and all remaining portions, sections, or subsections of this Memorandum of Understanding shall remain in full force and effect.

Opting Out

This M.O.U. is entered into voluntarily by the six participating cities. A city that alters its mission status from *train-and-retain* to *train only*, or vice versa, shall notify FEMA, CMAP, and the other participating cities within West Orange County Regional CERT. Qualified volunteers from a disestablished CERT program may be incorporated into a neighboring *train-and-retain* city with approval of the host city's sponsoring agency.

Signatures

City of Buena Park

Frank E. Nunes, Police Chief

Aaron France, City Manager

City of Cypress

Mark Lauderback, Police Chief

Peter Grant, City Manager

City of La Palma

Ron Wilkerson, Police Chief

Conal McNamara, City Manager

City of Los Alamitos

Michael Claborn, Police Chief

Chet Simmons, City Manager

City of Seal Beach

Mike Henderson, Police Chief

Jill Ingram, City Manager

City of Westminster

Darin Lenyi, Police Chief

Christine Cordon, City Manager

Appendices

Appendix-1: West Orange County CERT History and Background

History and Background

Per former Los Alamitos Police Chiefs Todd Mattern and Mike McCrary (McCrary, 2016), a formal CERT agreement or memorandum of understanding was never established between the six cities that make up West County CERT. At one time, a draft agreement had been started, modeled after the regional mobile command center; however, that draft agreement was never completed and never executed.

The crown jewel of West County CERT is the multi-city integrated 18-hour basic CERT academy that is typically held at Joint Forces Training Base in Los Alamitos. During the past several academies, we have enlisted advanced CERT members to act as academy instructors and group supervisors. With support from the six cities, this basic CERT academy has trained over 1000 citizens across six cities between 2008 and 2022. Of those 1000 trainees, approximately 50 dedicated volunteers have completed the additional training necessary to become affiliated members of the CERT team.

Some other cities in Orange County conduct similar joint CERT training academies; however, no group is known to sponsor a single, standalone, multi-jurisdictional, CERT team.

Problem

Superficially, West Orange County CERT has acted like a single standalone CERT team. This includes a team website, a six-city seal, two CERT response trailers (La Palma and Seal Beach) and a group of dedicated volunteers and program managers. West County CERT, however, lacks the jurisdictional authority normally afforded to a City government. FEMA and Cal-OES require each CERT team to have a sponsoring City and/or a sponsoring Accredited Disaster Council (California Office of Emergency Services, 2016, pp. 7-8).

Administrative gaps and uncertainties have been exposed in areas such as the annual FEMA team registration (six teams vs one team); CMAP membership (six teams vs one team); human resource functions; and volunteer insurance coverage. These gaps have led to diminished liability protection for our cities and uncertain liability protection for our individual CERT volunteers.

Historically, some administrative gaps were filled by the six CERT Program Managers (especially the Seal Beach PD CERT Program Manager). Other functions were assigned to CERT volunteers themselves; while still other functions, such as Disaster Service Worker Volunteer (DSWV) registration forms, were not always captured and retained by any of the City Clerks, as is required by Title 19 CCR 2573.2(a)(3).

Risks to Cities and Volunteers

Failure to address human resource, insurance, and DSWV obligations places our cities at risk and our volunteers at risk. A CERT volunteer in CERT uniform with CERT equipment should reasonably expect some level of liability protection coverage while they perform their CERT duties.

Proposed Solution

This Memorandum of Understanding seeks to clarify the role of each city in the governance, participation, and funding of the West County CERT training academy. This MOU describes how each CERT volunteer would fall under the jurisdictional protection of one of the train-and-retain cities. Additionally, the CERT volunteer training matrix, developed by CMAP, clarifies the volunteer's role in tracking their progress to ensure they meet minimum CERT training and administrative requirements.

Although volunteers continue to fill certain assigned administrative roles, there are specific city government obligations that either cannot or should not be delegated to volunteers. This proposal assigns the participating cities functions such as background checks, liability insurance, and disaster service worker volunteer (DSWV) registration: these are functions that only a *city* can perform. Each city would provide administrative services for their respective affiliated CERT members.

Governance

This solution will not create a joint powers authority or any new layer of government. Each existing City government would perform its own jurisdictional CERT administrative functions. Meanwhile, West County CERT would continue to function as a unified *recruitment hub* and *training academy*, similar to a college-based police academy.

Allocation of CERT Volunteers

Each participating city will be allocated a portion of the West County CERT volunteers, typically those who reside within the given city. In addition, a few volunteers who live outside of a city limit (such as Rossmoor) or outside a train-and-retain city (such as Buena Park) would need to be *incorporated* into one of the train-and-retain cities. This is similar to a career city employee who lives elsewhere, but is registered as a local city Disaster Service Worker. Cities that operate a train-and-release CERT program may steer trained volunteers toward a train-and-retain CERT team managed by a neighboring city.

Suggested Actions

With the concurrence of the respective city managers and sponsoring agency chiefs, each registered volunteer within West County CERT will be assigned to a particular train & retain city for administrative purposes. This includes filing a Disaster Service Worker Volunteer (DSWV) registration form for each CERT volunteer with the respective City Clerk or Human Resources Department as required per Title 19 CCR 2573.2(a)(3).

Appendix-2: FEMA CERT Team Requirements & Expectations¹⁰

Following the CERT requirements is essential to the integrity and benefit of this program. Each CERT team shall complete the following annual requirements:

Drills and Exercises	Take part in a drill or exercise at least once per year. (CERT drills and exercises may be held jointly with other CERT teams).
CERT Basic Training	Deliver CERT Basic Training once per year, including the culminating exercise. (CERT training academies may be held jointly with other CERT teams).
Programmatic Information	• Must be approved by State Coordinator • Must have a Sponsoring Organization • Complete annual on-line CERT team registration: ○ Complete annual questionnaire on your CERT once per year ○ Verify Program Manager and sponsor information once per year ○ Update team registration information each year in the FEMA portal https://community.fema.gov/cert/s/login/?ec=302&startURL=%2Fcert%2Fs%2FCE%2FRT-registration-form

¹⁰ CERT Team Requirements. <https://community.fema.gov/PreparednessCommunity/s/about-registering-a-cert>

Appendix-3: California DSWVP Requirements and Limitations

1) Classifications and General Duties of Disaster Service Worker Volunteers

- a) Title 19 California Code of Regulations 2572.1. The various classifications of disaster service worker volunteers and the general duties of the members of each classification shall be limited to those described below. It is the responsibility of the accredited disaster council (or designated agency or authority) to determine the appropriate level of background check, if any, for each classification.
- b) Title 19 CCR 2572.1 (c). Community Emergency Response Team Member (CERT). Under the direction of emergency personnel or a designated team leader, assist emergency units within their block, neighborhood, or other area assignment; survey area conditions; disseminate information; secure data desirable for emergency preparedness planning; report incidents; and generally assist officials and individuals in the protection of life and property.

2) Oath of Allegiance and Workers Compensation Insurance for Emergency Response

- a) Title 19 CCR 2572.1 (c). Registration of Disaster Service Worker Volunteers. Registration of Disaster Service Worker Volunteers (DSWVs) must include the name of registrant; address of registrant; date enrolled (established as the date the loyalty oath is administered); name of registering government agency or jurisdiction with signature and title of authorized person; and classification of disaster service to which the volunteer is assigned.
- b) Title 19 CCR 2573.1(a)(6) The statement must be signed before an officer authorized to administer oaths.

3) Title 19 CCR 2573.2 (a)(3). Filing the DSWV Oath or Affirmation

- a) Documented proof of the oath or affirmation of any disaster service worker volunteer is an integral part of an injury claim for workers' compensation. File retention shall follow the same rules as other public personnel records. The oath or affirmation shall be filed as follows: **(3) City.** File in the office of the city clerk.

4) Accident/injury/liability protection for Non-Emergency Response

- a) Title 19 CCR 2573.1(b)(3). Activities that not covered by DSWVP include, but are not limited to, parades, public exhibitions, physical fitness training, out-of-state training not conducted in a manner geographically and functionally specific to cross-border emergency response, or other training activities not related to disaster service.
- b) The California Disaster Service Worker Volunteers program only covers volunteers during emergency response and qualified training. Volunteers are not covered under this program if they are serving in a non-emergency/non-disaster capacity, such as working at a public education booth, a parade, a first-aid station, or a DUI-checkpoint.
- c) If a city chooses to deploy CERT volunteers in non-emergency/non-disaster capacities, the City shall provide supplemental insurance for its CERT volunteer workers.

5) Training Requirements for Disaster Service Worker Volunteers

a) Title 19 CCR **2573.1(b)** Training.

- i) Accredited disaster councils may require each person registered as a disaster service worker volunteer to satisfactorily complete a course of training or instruction, including periodic refresher training. If warranted by the classification, disaster councils may require documented proof of professional certification or licensing.
- ii) The accredited disaster council (or designated agency or authority) shall ensure disaster training is approved, documented, and supervised, and shall ensure disaster training is commensurate with the duties of the disaster service worker volunteer.
- iii) Exclusions: Unless the volunteer is directly providing disaster services, activities that are not covered include, but are not limited to, parades, public exhibitions, physical fitness training, out-of-state training not conducted in a manner geographically and functionally specific to cross-border emergency response or other training activities not related to disaster service.

Appendix-4: CERT Program Managers' Responsibilities

- 1) Each City CERT Program Manager is responsible for the day-to-day management of its own city CERT team, which includes, but is not limited to the following functions:**
 - a) Assisting with the annual team registration within FEMA's community preparedness portal (Appx-2).
 - b) Maintaining a City CERT Group, within the city AlertOC system, for local in-city activations.
 - c) Contributing names to the master AlertOC CERT Group within WestComm for full regional activations.
 - d) Assisting the City's sponsoring agency with CERT team budgeting and purchasing, if necessary.
 - e) Participating in local, regional, and countywide response and training activities.
 - f) If available, acting as a CERT Agency Representative (AREP) during CERT emergency activations.
 - g) Maintaining equipment, supplies, response trailers, personnel, and other resources related to CERT planning, prevention, mitigation, response, and recovery activities.
 - h) Maintaining non-confidential records for each assigned CERT volunteer assigned to their city, including:
 - i) West Orange County Regional CERT SOP Statement of Understanding (signed)
 - ii) CERT Code of Conduct (signed)
 - iii) CERT Volunteer Enrollment Form
 - iv) CERT Release of Liability Form (signed).
 - v) Maintaining copies of training records and certificates. (The CERT volunteer retains originals).
 - i) Assisting HR with on-boarding new city CERT volunteers, including insurance and DSWV registration.
 - j) Assisting separating CERT volunteers with the CERT volunteer termination process
 - k) Participating in West Orange County Regional CERT Program Manager's meetings.
 - l) Participating in the Orange County CERT Mutual Aid Program (CMAP) group, including:
 - i) Attending monthly CMAP meetings
 - ii) Filing the city's Statement of Membership with CMAP (Orange County CERT Mutual Aid Program).
 - iii) Participating in the Countywide CERT grant program, such as UASI and Citizen Corps
 - iv) Reviewing countywide CERT Mutual Aid Response Procedures (CMAP SOPs)
 - v) Supporting countywide CERT Mutual Aid training, exercises, and activations.
 - vi) Corresponding with Cal-Volunteers, Cal OES, and FEMA
- 2) West Orange County Regional CERT (WCC) Program Managers' Joint Responsibilities:**

The following functions are performed jointly by the CERT program Managers from the participating cities:

 - a) West County CERT will act as the recruitment hub and CERT training academy for the six cities.
 - b) West County CERT program managers will assist each other in producing a unified CERT academy, including academy planning, operations, logistics, finance/administration, and outreach.
 - c) West County CERT will seek pre-authorization from Cal-OES to temporarily cover academy participants.
 - d) West County CERT program managers will assist each other with CERT administration and response.
 - e) West County CERT cities will host unified bimonthly meetings on a rotating basis with a unified agenda.
 - f) West County CERT will utilize a unified calendar of events to foster inter-city cooperation.
 - g) West County CERT will conduct periodic skills refresher training.
 - h) West County CERT will maintain operational SOPs for recruitment, training, and response.
 - i) All West County CERTs will use the same logo, uniform, patch, and CERT/DSWV Identification-card.
 - j) Seal Beach PD will issue a West Orange County Regional CERT/DSWV Identification-card to each qualified volunteer.
 - k) Seal Beach PD will maintain the master CERT Group, within AlertOC, in order to activate a full, six-city, West County regional CERT mobilization.

Appendix-5: Potential Roles for CERT Volunteers

West Orange County CERT Volunteers' Roles

- a) Each CERT volunteer is responsible for maintaining the original copy of their own training certificates.
- b) CERT Volunteers, with oversight from the City CERT program managers, may be delegated certain responsibilities including, but not limited, to:
 - i. Webmaster and Communication Lead
 - a. Maintains joint West County CERT website at <https://westcountycert.com/>
 - b. Distributes availability sheets for training opportunities and service opportunities
 - ii. Administrative and Training Records Lead
 - iii. Mentoring/Retention Lead
 - iv. Photography/Videography
 - v. Medical Lead
 - vi. Safety Lead & After-Action Reports
 - vii. Planning & Training Lead
 - viii. Trailer Team Lead--Seal Beach
 - ix. Trailer Team Lead--La Palma
 - x. Acting as an instructor during the CERT Academy under a certified CERT-Instructor
 - xi. Acting as CERT Team Leaders or Group Supervisors during academies, exercises, and responses.

Appendix-6: On-Boarding Checklist for Basic CERT Academy

1) **Pre-Academy**

- a) Academy coordinator will acquire training pre-authorization from the police chiefs to temporarily cover all academy participants under a 10-day DSWV program.¹¹
- b) Requesting written pre-authorization to conduct training may occur on a one-time, monthly, quarterly, or annual basis provided it is in advance of the activity. A training request includes dates, location, name of training/exercise, objectives, and supervisor's name/title (if known).
- c) Sample process for requesting training pre-authorization below:
 - i) Step 1: CERT Program Manager Writes request for training to be pre-approved.
 - ii) Step-2: CERT Program Manager Submits request to Fire Chief or Police Chief
 - iii) Step-3: Chief reviews request for DSWV Program compliance
 - iv) Step-4: Chief approves the request:
 - (1) Approves in writing via letterhead, e-mail, etc.
 - (2) Provides pre-authorization to CERT Program Manager and retains copy.
 - (3) Provides copy to Cal OES **ONLY IF** a claim is submitted.
 - v) CERT Program Manager Retains Training Pre-Authorization for files.
 - vi) *Example Pre-Authorization Email:*

TO: NAME, CERT Program Manager

FROM: NAME, Police Chief

RE: DSWV Training Pre-Authorization Decision

DATE: October 1, 2037

*I hereby authorize the CERT Academy training scheduled on **Date** to **Date**. The CERT Program Managers are authorized to conduct and supervise this training. All participants will be required to sign in and out.*

###

2) **During Academy (For all participants):**

- a) Academy Application & Emergency Contacts
- b) Liability Waiver
- c) Payment of any supply/material fees
- d) Temporary 10-day DSWV registration with respective city of residence to cover 2-weeks' training.

3) **Academy Graduation (Prospective volunteers will be provided with the following):**

- a) Graduation Certificate
- b) Copy of CMAP Training Matrix and CMAP Flow-Chart showing requirements for Type-1/2/3 volunteer.
- c) Contact list of WCC Program Managers
- d) WCC meeting schedule and web address

¹¹ Page-31: <https://www.caloes.ca.gov/wp-content/uploads/Admin-Services/Documents/2.-DSW-Program-GUIDANCE-10.2016.pdf>

Appendix-7: On-Boarding Checklist for Train and Retain CERT Volunteers

1) Screening for academy graduates who desire to join a City CERT Team:

- a) Confirm completion of CERT Type-3 training criteria.
- b) Collect or inspect copies of relevant training certificates (originals remain with the volunteer).
- c) Collect the following from the prospective volunteer:
 - i) SOP Statement of Understanding (Signed).¹²
 - ii) CERT Code of Conduct (Signed)¹³
 - iii) CERT Volunteer Enrollment Form and Emergency Contact Form (Signed)¹⁴
 - iv) CERT Informed Consent, Waiver and Release of Liability Form (Signed)¹⁵
 - v) Parent or Guardian's Agreement (if participant is under 18)¹⁶
- d) Interview with two (or more) City CERT Program Managers

2) City will provide each new affiliated CERT volunteer with the following:

- a) Pre-hire background check with City Human Resources.
- b) Liability coverage for both disaster **and** non-disaster response (see 19 CCR 2573.1(b)(3)).
- c) Permanent DSWV registration form, signed and retained by City Clerk per 19 CCR 2573.2 (a)(3).¹⁷
- d) Addition of CERT Volunteer into the City's local AlertOC notification group.

3) West Orange County CERT will provide each retained CERT volunteer with the following:

- a) A West Orange County CERT patch.
- b) A physical West Orange County CERT/Disaster Service Worker identification card.¹⁸
- c) Addition of basic CERT volunteer information and type-rating to WC CERT regional training data base.
- d) Addition of CERT Volunteer to the West Orange County CERT Regional AlertOC notification group.
- e) Personal Protective Equipment (PPE) including a green CERT backpack and a green CERT helmet.
- f) A copy of WC CERT uniform authorization letter.

¹² West Orange County CERT Standard Operating Procedure 2013, p. 17.

¹³ West Orange County CERT Standard Operating Procedure 2013, p. 20.

¹⁴ West Orange County CERT Standard Operating Procedure 2013, p. 22.

¹⁵ West Orange County CERT Standard Operating Procedure 2013, p. 24.

¹⁶ West Orange County CERT Standard Operating Procedure 2013, p. 26.

¹⁷ The physical CERT/DSWV identification card will be issued by West County CERT.

¹⁸ The physical CERT/DSWV identification card is issued by the City of Seal Beach on behalf of West County CERT.

Appendix-8: CERT Volunteer Termination

Termination¹⁹

A retained CERT volunteer can be terminated from a CERT program by a City Sponsor, with or without cause. As at-will personnel, volunteers do not have the right to appeal the termination. Upon termination, the former CERT volunteer is required to relinquish their CERT name badge and CERT identification card and any equipment they possess that belongs to CERT or to the city that they represent.

CERT Program Resignation²⁰

A retained CERT volunteer may resign at any time by submitting a written or email “Notice of Resignation” to their CERT Program Manager. A CERT volunteer who has resigned may not request re-instatement until ninety (90) days have passed from their date of their resignation.

City Actions During Termination Process

Regardless of the cause of separation, the respective City CERT Program Manager should consult with the City Human Resources Department for guidance before taking any action. The City CERT Program Manager will assist the City Sponsor and City Human Resources Department with the following:

1. Collect the CERT name badge.
2. Collect the CERT/DSWV identification card.
3. Collect any CERT equipment that belongs to CERT or to the city that they represent.
4. Remove the volunteer from the DSWVP rolls and the city insurance rolls.
5. Remove the volunteer’s contact information from the city’s internal AlertOC database.
6. Remove the volunteer’s contact information from the WestComm Regional AlertOC database.
7. Change volunteer’s status in the WestComm Regional Training database.

¹⁹ West Orange County CERT Standard Operating Procedure 2013, p. 12.

²⁰ West Orange County CERT Standard Operating Procedure 2013, p. 12.

Appendix-9: Volunteer Illness or Injury Checklist

☐ **Treatment and Transportation:**

If a CERT Volunteer or CERT Academy Trainee becomes ill or is injured during any CERT function, the city representative onsite shall immediately notify the Incident Commander and summon the appropriate level of medical care, including transportation to a hospital as needed.

☐ **City Notifications:**

Notify City Sponsor, HR Director, and CERT Program Manager from the volunteer's home city.

☐ **State Fund Notifications:**

1. See State Claim Checklist
2. State Fund Form 3301:
 - Sponsoring agency provides the injured volunteer a 3301 form within 24 hours of the injury.
 - Injured volunteer completes employee section; Supervising agency completes employer section.
 - A copy of form 3301 should accompany the patient, even if patient declines treatment.
 - Employer submits to State Comp Insurance after receiving completed form from the volunteer.
3. State Fund Form 3267:
 - Employer completes Form 3267 (Employer's Report). This form is NOT shared with volunteer.
 - Employer notifies 24-Hour Claims Reporting Center within 5 days.
 - State Fund Contact Information: **(888) 222-3211**

☐ **Cal-OES Notification:**

1. Submit copies of the following to Cal-OES within 24 hours of Program Manager knowledge of injury.
 - 3301, 3267, DSWV Registration & Oath, and Written Incident Report
 - Written Training Pre-Authorization
 - Training Sign-In Sheet
2. Cal-OES Contact Information:
 - **(916) 845-8328**
 - donald.glueckert@caloes.ca.gov

☐ **Cal-OSHA Notification:**

1. Notify Cal-OSHA within eight hours of any serious injury, illness, or death of an employee occurring in a place of employment or in connection with any employment as required per 8 CCR 342(a).
 - **(714) 558-4232** or DOSHPublications@dir.ca.gov
2. Include the following in the Cal-OSHA Notification:
 - a) Time and date and location (address) of accident event
 - b) Employer's name, address, and telephone number
 - c) Name and job title of the person reporting the accident
 - d) Name of person to contact at accident event site
 - e) Name and address of injured employee(s)
 - f) Nature of injuries
 - g) Location where injured employee(s) was/were taken for medical treatment
 - h) List and identity of other law enforcement agencies present at the accident event site
 - i) Description of accident event and whether accident scene or instrumentality has been altered.

□ **Insurance Claims:**

The city where the volunteer is registered as a DSWV is responsible for managing any injury claims, regardless of the jurisdiction where the injury occurs. For example, the City of La Palma is responsible for managing the injury claim of a La Palma CERT Volunteer engaged in authorized training or response, whether that injury occurs in La Palma or in any other city.

Typically, State Workers Compensation insurance covers disaster-related injuries, while the city's liability insurance covers non-disaster-related injuries.

The City CERT Program Manager in charge of that CERT volunteer will act as the liaison between the ill/injured member, the City Human Resources Department, Cal-OSHA, and the insurance agencies.

Appendix-10: Operational Control

CERT Response to Planned or Emergency Events

The CERT team will only activate upon request from a local City Emergency Operations Center (EOC) or upon request from the responsible Incident Commander (typically a police, fire, or Unified Incident Command Post). The CERT Team Leader reports to the responsible Incident Commander or incident liaison officer. NIMS and SEMS concepts will be used, per Title 19 CCR 2405. Each participating city will determine whether and how to deploy their registered City CERT Volunteers.

- Type-1 CERT Volunteers may be used countywide (through the CERT mutual aid program) for disaster and emergency responses or for non-disaster planned events.
- Type-2 CERT Volunteers are typically used within the six-city region for all types of CERT-related disaster and emergency responses and/or for non-disaster events, such as parades, checkpoints, community safety fairs, and public education activities.
- Type-3 CERT Volunteers are typically used within their own city or in neighboring jurisdictions for most types of CERT-related emergencies and/or for non-disaster events, such as parades, checkpoints, community safety fairs, and public education activities.

Self-deployment of the CERT team is not permitted.²¹ In certain circumstances, a volunteer may arrive on scene before professional responders. In these cases, the volunteer may immediately act as a Good Samaritan, within the scope of their training, until relieved by professional first responders.

CERT Mutual Aid Response

During a widespread disaster, participating west county cities may activate city-to-city mutual aid. West Orange County CERT SOPs address procedures relating to alerting, mobilizing, staging, and responding as a CERT team.

When a CERT mutual aid request is received, each participating city may choose to provide its CERT volunteers in support of regional emergencies or planned events. The primary objective is to facilitate the rapid, short-term deployment of emergency support prior to, during, and/or after an incident or planned event.

Self-dispatch into another jurisdiction is not acceptable. Unsolicited aid effectively violates the terms and conditions of a mutual aid agreement. SEMS concepts will be followed per Title 19 CCR 2405.

CERT Agency Representative

When dispatching CERT Team members from the six-City West Orange County Region, one CERT Program Manager, if available, should respond as a CERT Agency Representative (AREP). The CERT AREP will report to the incident liaison officer or to the local government official who requested the CERT mutual aid assistance.

Mutual Aid Reimbursement

CERT mutual aid is free. There is no provision to offset any costs claimed by the assisting political subdivision.

²¹ CERT Program Guide (2022) p. 17. CERT Program Guide 2023 01 31.pdf

Hosting Jurisdiction Responsibilities During Mutual Aid

Operational Control

The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident, including the direction of such personnel and equipment provided through CERT Mutual Aid.

Assisting Jurisdiction Responsibilities During Mutual Aid

CERT Team Availability

Each City CERT team may furnish CERT personnel, equipment, and services to each and every other party during any type of disaster. However, no party shall be required to unreasonably deplete its own resources, facilities, and services while furnishing mutual aid. The assisting jurisdiction may recall or withdraw deployed resources due to unforeseen emergencies that have developed in the assisting party's jurisdiction.

Operational Control

CERT personnel from the assisting jurisdiction will continue under the administrative control of their home jurisdiction with regard to insurance coverage, but they shall fall under the operational control of the local incident commander who is receiving the assistance.

Appendix-11: Countywide CERT Mutual Aid Program (CMAP)

The countywide CERT Mutual Aid Program (CMAP) is described in the Orange County Emergency Operations Plan's Volunteer and Donations Management Annex, Attachment H. Most city-sponsored CERT teams within Orange County have filed a Statement of Membership with the Countywide CERT Mutual Aid Program, and each City CERT team is represented at CMAP meetings by the City's CERT Program Manager.

CMAP maintains a training matrix that establishes minimum standards for CERT mutual aid responders in Orange County. Only Type-1 CERT volunteers are qualified for countywide mutual aid response.

During a major emergency, the Orange County EOC may activate the countywide CERT Mutual Aid Plan to assist the broader Orange County region. During a countywide activation, each City CERT Program Manager will participate in a CMAP conference call to establish needs, capabilities, and response priorities.

References

- California Department of Industrial Relations (2022). *Report a Work-Related Accident*. Sacramento: Cal-OSHA.
<https://www.dir.ca.gov/dosh/report-accident-or-injury.html>
- California Office of Emergency Services (2016). *Disaster Service Worker Volunteer Program Guidance*. Sacramento: Cal-OES.
- California Office of Emergency Services (2016). *Regulations for the Standardized Emergency Management System SEMS*. Sacramento: Cal-OES.
- California Office of Emergency Services (2014). *Volunteer Resource Management Function. Out-of-Jurisdiction Volunteer Deployment Guidance for Disaster Volunteer Program Coordinators*.
<https://www.caloes.ca.gov/wp-content/uploads/Preparedness/Documents/11-VolunteerDeploymentGuidance4.14.15finalPDF.pdf>
- City of La Palma (May 4, 2010). *City Council Agenda Item #5*. La Palma, CA: City of La Palma.
- County of Orange. (2018). Orange County Operational Area Emergency Operations Plan. In O. C. Area, *Volunteer & Donations Management Annex/Attachment-H (CMAP)* (p. 49). Silverado: Orange County.
- FEMA/CERT Basic Training (n.d.). *Instructor Guide*.
- FEMA/CERT Liability Guide (n.d.). Washington DC. (https://www.ready.gov/sites/default/files/2021-04/CERT_Liability_Guide%20v2.pdf)
- FEMA/CERT Program Guide (November 2022). Washington DC. FEMA P-2321
CERT Program Guide 2023 01 31.pdf
- McCrary, M. (2016). Police Chief/Retired. (E. Fleming, Interviewer)
- National Incident Management System (NIMS) Guideline for Mutual Aid
- Title 19 California Code of Regulations § 2570. Disaster Service Worker Volunteer Program (DSWVP).
- West Orange County CERT (2013). *Standard Operating Procedures*. Seal Beach: West County CERT

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11G

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Resolution No. 2024-04 - General Fund Specific Grant (Community Center Renovation Project)

SUMMARY

The City of Los Alamitos applied through the office of State Senator Janet Nguyen for a State General Fund Specific Grant to assist with the renovation of the Community Center.

RECOMMENDATION

1. Adopt Resolution No. 2024-04, entitled, A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR THE CIVIC CENTER RENOVATION PROJECT"; and,
2. Authorize the Mayor to execute the Grant Agreement with the State of California for the Civic Center Renovation Project.

BACKGROUND

Los Alamitos has one central Community Center that serves all ages and abilities, from babies to older adults. It is the hub of Los Alamitos that extends far beyond the City's borders, is home to hundreds of classes and programs, and serves as the only current Voting Center for this community. Thousands of patrons walk through each week to partake in special interest classes and camps, older adult programs, and community service offerings all year round. During times of emergency, the Community Center also serves as our Emergency Operations Center (EOC) and also serves as the Point of Distribution (POD) for food distribution and vaccine efforts.

DISCUSSION

Like most of the City's facilities, the Community Center was built in early 1970s and is primarily in its original form. As the programs and services that the City provides continue to expand and grow, services are only limited by the hard infrastructure that is currently in place. As such, the City requested local assistance through the office of Senator Janet Nguyen to expand and modernize the facility to provide the services that our extended community needs. Below is a brief description of the requested assistance:

1. While the City is currently in the process of working through the appropriate channels to repair damage to the roof caused by the recent storms, the floor of the facility is also in need of significant unrelated repairs. Flooring renovation includes flooring to the kitchen, office spaces,

general classroom spaces, and restroom facilities.

2. The City uses this facility as our Emergency Operations Center (EOC) and as an emergency shelter. Currently, the buildings are not connected to any emergency power source and if we were to lose power during a catastrophic event, the City could not supply the community with the necessary emergency assistance. Assisting the City with this project would ensure that the City can operate all of its critical public safety.

3. With our growing population, specifically our senior population, the City has been consistently increasing the amount of programming and events aimed at all segments of the population including adaptive. This is becoming increasingly difficult given our limited space and the inefficient layout of the building. Tenant improvident (TI) projects have been identified aimed at expanding the usage areas and complying with American Disability Act (ADA) compliance and energy-saving measures.

FISCAL IMPACT

\$2,500,000 was awarded to the City through a State's General Fund Specific Grant.

- Attachment:
1. Resolution No. 2024-04 - Acceptance of State Grant Fund
 2. Exhibit A - Project Information Form
 3. Exhibit B - Procedural Guide for General Fund Specified Grants FY 2023-24

RESOLUTION NO. 2024-04

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR THE CIVIC CENTER RENOVATION PROJECT

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the Civic Center renovation project; and,

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and,

WHEREAS, said procedures established by the California Natural Resources Agency require the City, as Grantee, to certify by resolution the approval of a Project Information Package before submission of said package to the State.

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

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

SECTION 2. The City Council approves the acceptance of a general fund allocation for local assistance for the Civic Center renovation project.

SECTION 3. The City Council certifies that said agency understands the assurances and certification in the Project Information Form, attached hereto, as Exhibit "A".

SECTION 4. The City Council certifies that said agency will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements of the Grant Agreement; or will secure the resources to do so.

SECTION 5. The City Council certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.

SECTION 6. The City Council certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.

SECTION 7. The City Council Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide, attached hereto, as Exhibit “B”.

SECTION 8. The City Council authorizes the City Manager to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED, APPROVED, AND ADOPTED this 20th day of February 2024

Jordan B. Nefulda, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of February, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

F. PROJECT INFORMATION FORM

Project Name Los Alamitos Civic Center Renovation Project		Estimated Date of Completion: <u>6/30/2025</u> Grant Amount: <u>\$2,500,000</u> Estimated Total Project Cost: <u>\$3,500,000</u> (State grant, other funds, and in-kind)									
Grantee Name (with mailing address) City of Los Alamitos 3191 Katella Avenue Los Alamitos, CA 90720		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> County Orange </td> <td style="width: 50%; vertical-align: top;"> Nearest City/Town <u>Enter city/town</u> </td> </tr> <tr> <td colspan="2" style="vertical-align: top;"> Project Address (or nearest cross street) 10909 & 10911 Oak Street Los Alamitos, CA 90720 </td> </tr> <tr> <td style="width: 33%; vertical-align: top;"> Senate Dist. <u>Enter number</u> </td> <td style="width: 33%; vertical-align: top;"> Assembly Dist. <u>Enter number</u> </td> <td style="width: 33%; vertical-align: top;"> US Congressional Dist. <u>Enter number</u> </td> </tr> </table>		County Orange	Nearest City/Town <u>Enter city/town</u>	Project Address (or nearest cross street) 10909 & 10911 Oak Street Los Alamitos, CA 90720		Senate Dist. <u>Enter number</u>	Assembly Dist. <u>Enter number</u>	US Congressional Dist. <u>Enter number</u>	
County Orange	Nearest City/Town <u>Enter city/town</u>										
Project Address (or nearest cross street) 10909 & 10911 Oak Street Los Alamitos, CA 90720											
Senate Dist. <u>Enter number</u>	Assembly Dist. <u>Enter number</u>	US Congressional Dist. <u>Enter number</u>									
Grantee's Representative Authorized in Resolution (Signature required at bottom of this page) <table style="width: 100%;"> <tr> <td style="width: 50%;"> Name: <u>Jordan B. Nefulda</u> </td> <td style="width: 50%;"> Title: <u>Mayor</u> </td> </tr> <tr> <td> Phone: <u>562-431-3538</u> </td> <td> Email: <u>Jnefulda@cityoflosalamitos.org</u> </td> </tr> </table> Project Manager – Person with day-to-day responsibility for project (if different from authorized representative) <table style="width: 100%;"> <tr> <td style="width: 50%;"> Name: <u>Chet Simmons</u> </td> <td style="width: 50%;"> Title: <u>City Manager</u> </td> </tr> <tr> <td> Phone: <u>562-431-3538</u> </td> <td> Email: <u>Csimmons@cityoflosalamitos.org</u> </td> </tr> </table>				Name: <u>Jordan B. Nefulda</u>	Title: <u>Mayor</u>	Phone: <u>562-431-3538</u>	Email: <u>Jnefulda@cityoflosalamitos.org</u>	Name: <u>Chet Simmons</u>	Title: <u>City Manager</u>	Phone: <u>562-431-3538</u>	Email: <u>Csimmons@cityoflosalamitos.org</u>
Name: <u>Jordan B. Nefulda</u>	Title: <u>Mayor</u>										
Phone: <u>562-431-3538</u>	Email: <u>Jnefulda@cityoflosalamitos.org</u>										
Name: <u>Chet Simmons</u>	Title: <u>City Manager</u>										
Phone: <u>562-431-3538</u>	Email: <u>Csimmons@cityoflosalamitos.org</u>										
Brief Description of Project (Summarize major activities to be funded by this Grant)		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Latitude <u>Enter data</u> </td> <td style="width: 50%; vertical-align: top;"> Longitude <u>Enter data</u> </td> </tr> </table>		Latitude <u>Enter data</u>	Longitude <u>Enter data</u>						
Latitude <u>Enter data</u>	Longitude <u>Enter data</u>										
1. Emergency Power – Generator, electrical work including panels and outlets to provide emergency power to Com. Ctr. 1 (emergency shelter) and Com. Ctr. 2 (E.O.C.). Includes upgrade to interior lighting. 2. Flooring – New flooring includes flooring in general space, office/classroom space, and kitchen. Include interior painting. 3. Expansion (T.I. Work) - Addition of hallway and general office space - Connection of Com. Ctr. 1 and Com. Ctr. 2 - Conversion to multipurpose space including E.O.C., Council Chambers, Recreation classrooms. - ADA Compliance - Roofing including gutter work and exterior paint.		Site Control/Land Tenure (check the box that applies) ☒ Grantee owns the property ☐ Grantee leases the property – Term <u>Enter date</u> ☐ Grantee owns an easement on the property. ☐ Grantee has an MOU with the property owner. ☐ Not applicable.									
I certify that the information in this Project Information Form, including all attachments, is complete and accurate. <table style="width: 100%;"> <tr> <td style="width: 60%;"> Signed: _____ Grantee's Authorized Representative as shown in Resolution </td> <td style="width: 40%;"> _____ Date </td> </tr> <tr> <td style="width: 33%;"> <u>Jordan B. Nefulda</u> Print Name </td> <td style="width: 33%;"> <u>Mayor</u> Title </td> <td style="width: 33%;"> Designee? ☐ Yes ☐ No (If yes, attach letter of designation from authorized representative.) </td> </tr> </table>				Signed: _____ Grantee's Authorized Representative as shown in Resolution	_____ Date	<u>Jordan B. Nefulda</u> Print Name	<u>Mayor</u> Title	Designee? ☐ Yes ☐ No (If yes, attach letter of designation from authorized representative.)			
Signed: _____ Grantee's Authorized Representative as shown in Resolution	_____ Date										
<u>Jordan B. Nefulda</u> Print Name	<u>Mayor</u> Title	Designee? ☐ Yes ☐ No (If yes, attach letter of designation from authorized representative.)									

PROCEDURAL GUIDE FOR GENERAL FUND SPECIFIED GRANTS FY 2023-2024

DEVELOPMENT & ACQUISITION PROJECTS



California Natural Resources Agency
Bonds & Grants Office
715 P Street, 20th Floor
Sacramento, CA 95814
(916) 653-2812
www.resources.ca.gov/grants

TABLE OF CONTENTS

		Page
A.	INTRODUCTION	1
B.	GENERAL GRANT INFORMATION, TERMS AND REQUIREMENTS	2
C.	PROJECT ADMINISTRATION	4
D.	STATE AUDIT AND ACCOUNTING REQUIREMENTS	6
E.	PROJECT INFORMATION PACKAGE CHECKLIST	7
F.	PROJECT INFORMATION PACKAGE – WHAT TO SUBMIT	8
G.	PROJECT INFORMATION FORM	11
H.	PROJECT SUMMARY	12
I.	AUTHORIZING RESOLUTION TEMPLATE	13
J.	SAMPLE COST ESTIMATE FORM DEVELOPMENT PROJECTS	14
K.	SAMPLE COST ESTIMATE FORM ACQUISITION PROJECTS	15
L.	SAMPLE DEVELOPMENT PROJECT TIMELINE	16
M.	PROPERTY DATA SHEET	17
N.	PROJECT PERMIT/APPROVAL STATUS	18
O.	PAYEE DATA FORM/GOVERNMENT AGENCY TAXPAYER ID FORM	19
P.	WILLING SELLER LETTER (ACQUISITIONS ONLY)	20
Q.	LAND TENURE TERM	21
R.	SAMPLE DEED RESTRICTION LANGUAGE (ACQUISITIONS FOR CONSERVATION PURPOSES ONLY)	23
S.	MEMORANDUM OF UNRECORDED GRANT AGREEMENT TEMPLATE (ACQUISITIONS NOT FOR CONSERVATION PURPOSES ONLY)	24
T.	ELIGIBLE COSTS	25
U.	PAYMENT REQUEST INSTRUCTIONS	28
V.	GENERAL FUND SPECIFIED GRANT ADVANCE POLICY	31
W.	SAMPLE DEVELOPMENT GRANT AGREEMENT	33
X.	SAMPLE ACQUISITION GRANT AGREEMENT	43

A. INTRODUCTION

This guide governs the administration of general fund appropriations made to the California Natural Resources Agency (Agency) for local assistance grants for specified projects. Enclosed are information and forms to complete a Project Information Package ("Package") which must be submitted to Agency before a Grant Agreement can be developed and funds distributed. A Sample Grant Agreement template is also provided.

B. GENERAL GRANT INFORMATION, TERMS AND REQUIREMENTS

Grant Agreement – Funds will not be disbursed until there is a fully executed Grant Agreement between the California Natural Resources Agency (Agency) and the Grantee. Expenditures made by the Grantee prior to the effective date of the appropriation and outside of the project performance period will not be reimbursed by grant funds.

Funding Availability – General fund appropriations are available for use by Grantee for the limited time period described in the state budget and these guidelines. For this appropriation, funds must be fully expended and all invoices for reimbursement be submitted to Agency by March 1, 2027, unless otherwise specified in a subsequent Budget Act.

Grant Performance Period – The Grant Agreement will specify a specific time frame consisting of a start date and end date for performance of the project, called the Project Performance Period. All project costs to be covered by grant funds must be incurred within the Project Performance Period.

Required Approvals – Grantee must certify that all approvals (including, but not limited to, local permitting requirements and/or rules from local agencies) required for the project will be obtained.

Grantee is responsible for ensuring the project complies with all applicable local, state, and federal laws and regulations, including, but not limited to, CEQA/NEPA, legal requirements for construction, building codes, health and safety codes, state contractor and other licenses, and disabled access laws. By submitting a Package, Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.

Reporting Requirements – Grantee may be required to submit periodic progress reports to Agency detailing progress on the project to date.

Financial Management and Grant Administration Requirements – It is Grantee's responsibility to ensure appropriate stewardship of State grant funds. Grantee must maintain a financial management system that provide accurate, current, and complete disclosure of the financial activities of the grant-funded project. To meet this requirement, Grantee must maintain adequate accounting practices and procedures, internal controls, and audit trails.

Payment Requests – This is generally a reimbursement grant, where expenses are incurred and paid for prior to the submission of a payment request for reimbursement. Once a Grant Agreement is executed, Grantee may submit payment requests on a regular basis, but not more frequently than once a month. Generally, Grantee will receive reimbursement within six to eight weeks of submitting a properly completed payment request. Grantee is advised to maintain adequate funds to cover project costs prior to reimbursement. Ten percent of the amount requested in each payment request is retained until project completion.

Although primarily a reimbursement grant, advances of funds may be requested to assist in cash flow. The amount of an advance request must be based on Grantee's immediate cash needs and the timeline for expenditure of requested advanced funds. Generally, advanced funds should be expended within three to six months. Grantee must submit reconciliation documentation showing how advanced funds were used at least quarterly. Generally, Grantee may not seek a second advance until the first is fully reconciled. No more than 90 percent of grant funds can be advanced. The remaining 10 percent must be sought as a reimbursement. See Section U Payment Request Instructions and Section V General Fund Specified Grant Advance Policy.

For acquisition projects, Grantee may request an advance of funds into escrow (subject to retention).

C. PROJECT ADMINISTRATION

Process after Designation of Grant Award by Legislature

1. Grantee completes and submits Project Information Package (Package) to Agency.
2. Agency reviews Package and, if the proposed project scope meets the legislative intent of the appropriation, develops a Grant Agreement with Grantee.
3. Grantee and Agency execute the Grant Agreement via DocuSign.
4. Grantee submits periodic progress reports throughout the project performance period.

For Acquisitions

5. Grantee submits an appraisal and purchase documents to Agency for Department of General Services (DGS) review.
6. Grantee requests an advance of funds into escrow (subject to retention).
7. Grantee records Deed Restrictions.
8. After close of escrow, Grantee submits close out documents to Agency.
9. Agency releases retained funds to Grantee.
10. The State may perform audits as frequently as annually during the course of the project and for four years after project completion.

For Development Projects

5. Grantee submits land tenure/site control documents to Agency.
6. Grantee commences preliminary project work (planning, design, permitting, CEQA, etc.).
7. Grantee submits payment requests for reimbursement of project expenditures. (See Section U Payment Request Instructions).
8. Grantee commences project construction/implementation work.
9. Grantee completes project and submits final payment request.
10. Agency may perform final project inspection.
11. Grantee submits close out documents.
12. Agency releases retained funds to Grantee.
13. The State may perform audits as frequently as annually during the course of the project and for four years after project completion.

Project Withdrawal

If Grantee fails to submit a Project Information Package to Agency or otherwise elects not to use its general fund appropriation, the appropriation will be lost to that Grantee. If grant funds were advanced and Grantee cannot complete an approved project, Grantee must return the advanced funds plus any accrued interest to the State within 30 days.

Changes to Approved Project

A Grantee wishing to change an approved project shall submit the proposed change in writing to Agency for approval. Any change must be consistent with the authorizing legislation.

Time Extensions

A request for a time extension to complete a project and the justification for the request must be submitted to Agency for approval.

D. STATE AUDIT AND ACCOUNTING REQUIREMENTS

Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. If the project is selected for audit, grantee will be contacted in advance. The audit shall include all books, papers, accounts, documents, or other records of grantee, as they relate to the project for which the funds were granted. All project expenditure documentation should be available for an audit, whether paid with grant funds or other funds.

Grantee must have project records, including source documents and evidence of payment, readily available and provide an employee with knowledge of the project to assist the auditor. Grantee must provide a copy of any document, paper, record, etc., requested by the auditor. Further, grantees must include planning, monitoring, and reporting necessary to ensure successful implementation of the project objectives and have documentation available for State review upon request.

Accounting Requirements

Grantee must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and timecards, evidence of payment, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

Records Retention

Records must be retained for a period of three (3) years after final payment is made by the State. Grantee must retain all project records at least one (1) year following an audit.

E. PROJECT INFORMATION PACKAGE CHECKLIST

Before a Grant Agreement can be developed, Grantee must send a completed Project Information Package ("Package") to Agency. Grantee should keep a complete copy of the Package for future use and reference.

All applicable documents must be submitted to Agency along with the checklist below. Grantee should check the appropriate box indicating a document is included in the Package or is not applicable to the project.

Required for All Projects	
• Project Information Form (Section G)	☐
• Project Summary	☐
• Authorizing Resolution (Section I)	☐
• Cost Estimate (Section J or K)	☐
• Development Project Timeline (Section L)	☐
• Property Data Sheet (Section M)	☐
• Proof of Ownership	☐
• Photos of the Project Site	☐
• Payee Data Form (Std. 204 for nonprofits; Gov. TIN Form for government entities) (Section O)	☐
Additional Documents for Development Projects	
• Site Control/Land Tenure	☐
• Site Plan	☐
• Permit Approval Status (Section N)	☐
Additional Documents for Acquisition Projects	
• Willing Seller Letter(s) (Section P)	☐
• Appraisal, Preliminary Title Report, if available	☐
• If Conservation Easement, provide description of restrictions, reservations, and funding mechanism for long term stewardship	☐

F. PROJECT INFORMATION PACKAGE - WHAT TO SUBMIT

For All Projects

1. Project Information Form - Fill out as follows:

- **Grantee Information:**
 - **Grantee Name:** The Grantee is the organization that takes formal responsibility and assumes liability for the project. All correspondence regarding the administrative process will be sent to the listed day-to-day contact person. Grant documents should be signed by the authorized representative named in the Grantee's Authorizing Resolution.
 - **Grantee Contact information:** Provide the day-to-day contact's name, title, phone and email address and the authorized representative's name, title, phone number and email address.
- **Project Information:**
 - **Project Name:** Provide the project title.
 - **Project Location:** Provide address, city, county, and longitude and latitude coordinates of where the project is located.
 - **Brief Project Description:** Provide a brief description that addresses the "who, what, when, where, and why" of the project.
- **District Information:** List the district numbers for the Congressional, State Senate, and State Assembly districts in which the project is located.
- **Land Tenure/Site Control:** Indicate how the Grantee will satisfy site control by checking the applicable box.
- **Certification Signature:** The individual authorized to execute documents on behalf of the Grantee in the Authorizing Resolution must sign the certification at the bottom of the Project Information Form.

2. Project Summary - Provide a one-page overview of the project, including expected project deliverables.

3. Authorizing Resolution - Provide a signed resolution from the Grantee's governing board. See Section I for the required Resolution format and content. Resolutions must include all of the assurances indicated in the template. The Resolution should specify the position, not a specific individual, authorized to execute grant documents.

4. Cost Estimate – Provide a cost estimate reflecting all costs associated with the project. Identify costs to be covered by the general fund grant and costs covered by other funding sources in separate columns. Where possible, the cost of project elements funded by the grant should not be split between the grant and other funding sources. See Section J for a sample format for development projects and Section K for a sample format for acquisition projects.

5. **Development Project Timeline** - Provide the timeline for key milestones and estimated date ranges of accomplishments. See Section L for a sample development project timeline.
6. **Property Data Sheet** - Complete the Property Data Sheet for all property/ parcels to be developed or acquired. See Section M for the Property Data Sheet form.
7. **Proof of Ownership** - Provide copies of documents verifying current ownership of each parcel listed on the Property Data Sheet. Examples of such documents include recorded deeds, tax records, and owner data sheets from county records, title reports or other documents that verify ownership. All documents verifying ownership must have the parcel numbers clearly indicated on the document (handwritten acceptable).
8. **Photos** - Provide a maximum of five (5) labeled color photographs of the project site.
9. **Payee Data Record / Government Agency Taxpayer ID Forms** – Nonprofit organizations must provide a completed and signed Std 204 Payee Data Record form. Government entities must provide a completed and signed Government Agency Taxpayer ID Form. See Section O for links to both forms. These forms are required to receive payment from the State of California.

For Development Projects

10. **Site Control/Land Tenure** – For parcels not owned by the Grantee, provide a copy of an agreement giving the Grantee legal access to and permission to construct and maintain the project on the property and permit public access to the project, if applicable, for the required number of years. See Section Q.

If an agreement has not yet been executed at the time of Package submittal, Grantee may submit a signed letter from each landowner identifying the property/parcel(s), and indicating the owner is willing to enter into an agreement with Grantee to allow long-term access for construction, maintenance, and public use of project, if applicable, for the required number of years. See Section Q. No grant funds can be released until all landowner agreements have been fully executed and submitted to Agency.

11. **Site Plan** - Plans should contain details of the property to be developed and show the location of each feature and amenity listed in the project summary and cost estimate.
12. **Permit Approval Status** - Indicate the types of permits necessary to complete the project. See Section N for the Permit Approval Status form.

For Acquisition Projects

13. **Evidence of Willing Seller** - Provide a letter from each landowner indicating they are a willing participant in the proposed real property transaction. The letter should clearly identify the parcels owned by each seller and state the seller is willing to enter

into an agreement or negotiation for an agreement for the sale of the real property at a purchase price not to exceed fair market value. If available, include a copy of the fully executed purchase option agreement as well. See Section P for Willing Seller Letter template.

14. Conservation Easement – If acquiring a conservation easement, describe the proposed restrictions and reservations for the easement and the funding mechanism to support long-term stewardship.

15. Appraisal and Preliminary Title Report – If available.

G. PROJECT INFORMATION FORM

Project Name Enter project name	Estimated Date of Completion: <u>Enter date</u> Grant Amount: <u>\$Enter amount</u> Estimated Total Project Cost: <u>\$Enter amount</u> (State grant, other funds, and in-kind)	
Grantee Name (with mailing address) Enter name Enter address Enter address	County <u>Enter county</u>	Nearest City/Town <u>Enter city/town</u>
Check one: ☐ Nonprofit ☐ Local Agency ☐ State Agency	Project Address (or nearest cross street) <u>Enter address</u> <u>Enter address</u>	
	Senate Dist. <u>Enter number</u>	Assembly Dist. <u>Enter number</u>
	US Congressional Dist. <u>Enter number</u>	
Grantee's Representative Authorized in Resolution		
(Signature required at bottom of this page)		
Name: <u>Enter name</u>	Title: <u>Enter title</u>	
Phone: <u>Enter telephone number</u>	Email: <u>Enter email</u>	
Project Manager – Person with day-to-day responsibility for project (if different from authorized representative)		
Name: <u>Enter name</u>	Title: <u>Enter title</u>	
Phone: <u>Enter telephone number</u>	Email: <u>Enter email</u>	
Brief Description of Project (Summarize major activities to be funded by this Grant) Enter brief project description	Latitude <u>Enter data</u>	Longitude <u>Enter data</u>
	Site Control/Land Tenure (check the box that applies) ☐ Grantee owns the property ☐ Grantee leases the property – Term <u>Enter date</u> ☐ End: ☐ Grantee owns an easement on the property. ☐ Grantee has an MOU with the property owner. ☐ Not applicable – Project is a plan or program.	
I certify that the information in this Project Information Form, including all attachments, is complete and accurate.		
Signed:		
<u>Enter name</u> Print Name	<u>Enter title</u> Title	<u>Enter date</u> Date
Grantee's Authorized Representative as shown in Resolution		Designee? ☐ Yes ☐ No (If yes, attach letter of designation from authorized representative.)

H. PROJECT SUMMARY

With the Package, submit a one-page summary that provides a description of the proposed project and expected project deliverables.

I. AUTHORIZING RESOLUTION TEMPLATE

Resolution No. _____

RESOLUTION OF *(Governing Body)*
APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR
_____ *(Title of Project)*

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS, the Grantee will enter into an agreement with the State of California for the above project:

NOW, THEREFORE, BE IT RESOLVED that the _____ *(Governing Body)*

1. Approves the acceptance of a general fund allocation for local assistance for the above project; and
2. Certifies that said agency understands the assurances and certification in the Project Information Form; and
3. Certifies that said agency will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements of the Grant Agreement; or will secure the resources to do so; and
4. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.
5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.
6. Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide; and
7. Appoints the _____ *(designated position, not person occupying position)* as agent to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the ____ day of _____ 20XX. I, the undersigned, hereby certify that the forgoing Resolution Number ____ was duly adopted by the _____ *(Governing Body)*.

Following Roll Call Vote: Ayes: ____
 Nos: ____
 Absent: ____

Clerk/Secretary for the Governing Board

J. SAMPLE COST ESTIMATE FOR DEVELOPMENT PROJECTS

PROJECT ELEMENTS (Examples)		Total Cost*	General Fund Grant	Other Funder
1.0	Project Administration			
1.1	Staff Time**			
1.2	Technical Consultants			
2.0	Planning, Design & Permitting			
2.1	Design & Engineering			
2.2	Permits			
TOTAL NON-CONSTRUCTION				
3.0	Site Preparation			
3.1	Mobilization			
3.2	Demolition			
3.3	Grading			
4.0	Construction and Materials			
4.1	Trees (15-gallon)			
4.2	Plants			
4.3	Bioswales			
4.4	Irrigation			
5.0	Other			
5.1	Construction Management			
5.2	Hazard Insurance/Bond			
TOTAL CONSTRUCTION				
Overhead***				
Contingency				
PROJECT GRAND TOTAL				

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

** Grantee's staff labor must be computed on actual time spent on the project and evidenced by time and attendance records describing work performed. Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.

***Overhead costs are allowable and generally limited to 15% of total direct costs of the grant.

K. SAMPLE COST ESTIMATE FORM FOR ACQUISITION PROJECTS

Project Title:				
Assessor's Parcel Number(s)	Acreage	Indicate Fee or Easement	Willing Seller Name and Address	
ACQUISITION COST ESTIMATE				
	Total Cost*	General Fund Grant	Other Funder (Name)	Other Funder (Name)
Estimated Fair Market Value				
Relocation Costs				
Preliminary Title Reports, Appraisal				
Escrow Fees, Title Insurance, Closing Costs				
Surveying				
Direct Costs - Staff** and Consultants				
State appraisal review (<i>recommend budgeting \$10,000</i>)	\$10,000			
Contingency				
Other (<i>specify</i>)				
Overhead***				
Grand Total				

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

** Grantee's staff labor must be computed on actual time spent on the project and evidenced by time and attendance records describing work performed. Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.

***Overhead costs are allowable and generally limited to 15% of total direct costs of the grant.

Acquisition Schedule*	Completion Date
Complete Appraisal	
Submit Appraisal, purchase documents and title report to State	
Submit draft grant deed w/deed restriction language to State for approval	
Open escrow & request advance into escrow	
Close escrow and submit final closing documents to State	
Close-out	

*Grantee should submit evidence of progress on the acquisition within 6 months of grant execution.

L. SAMPLE DEVELOPMENT PROJECT TIMELINE

Activity Description	Timeline
Preliminary project work	Month 20XX- Month 20XX
Design Completed	Month 20XX- Month 20XX
CEQA Completed	Month 20XX- Month 20XX
Construction contract awarded	Month 20XX- Month 20XX
Construction period	Month 20XX- Month 20XX
Submit Project Closeout package with final Payment Request	Month 20XX

M. PROPERTY DATA SHEET

Complete the Property Data Sheet listing each parcel included in the proposed project, as well as the owner(s) of each parcel. Indicate and attach all required documents* including any clarifying comments below. Attach additional sheets if necessary.

No	Owner Name	Assessor Number(s)	Parcel	Acreage	Indicate type of ownership. For acquisitions, indicate type of purchase.			For all parcels, indicate *document used to demonstrate ownership and attach a copy of each document-clearly labeled with the APN-to this document	If parcel(s) not owned by Grantee(s) indicate *document verifying long-term Permission to Develop and maintain and attach						Entity to perform O&M	# of years O&M to be performed
					Fee Simple	Easement	Other (describe)		Proof of Ownership (tax bill, grant deed, etc.)	O&M Agreement	Lease	JPA	Letter from Owner	Other (describe)		
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
Comments:																

Total Number of Parcels: _____ **Total Number of Acres:** _____

N. PROJECT PERMIT/APPROVAL STATUS

Indicate the status of all federal, state, and local permits required for the project. Describe any potential delays due to permitting (indicate specific permits). **If acquiring a long-term encroachment permit, submit evidence the entity with jurisdiction is aware of the project and is willing to work with Grantee to issue the permit.**

This list is not all inclusive. It is Grantee's responsibility to identify and obtain applicable permits.

Permitting Agency	Type of Requirement	Required	Applied	Acquired	Date Expected
State Agencies:					
California Department of Fish and Wildlife	Lake or Streambed Alteration Agreement (Section 1600)	☐	☐	☐	
California Department of Fish and Wildlife	Incidental Take Permit or Consistency Determination (CESA) (California Endangered Species Act)	☐	☐	☐	
Department of Transportation	Encroachment Permit	☐	☐	☐	
Coastal Commission	Coastal Development Permit	☐	☐	☐	
Coastal Commission	Letter of Consistency	☐	☐	☐	
Regional Water Quality Control Board	401 Water Quality Certification or Waste Discharge Requirement	☐	☐	☐	
State Water Resources Control Board	Water Rights Permit	☐	☐	☐	
State Water Resources Control Board	General Industrial Storm Water Permit	☐	☐	☐	
State Lands Commission	Permit (if using State owned property)	☐	☐	☐	
State Office of Historic Preservation	Section 106 Consultation with State Historic Preservation Officer (National Historic Preservation Act of 1986)	☐	☐	☐	
Federal Agencies					
U.S. Fish and Wildlife Service (USFWS)	Section 7 Consultation, Biological Opinion or Section 10 Permit (Endangered Species Act)	☐	☐	☐	
U.S. Army Corps of Engineers (ACOE)	Section 404 Permit (Clean Water Act)	☐	☐	☐	
U.S. Army Corps of Engineers	Section 10 Permit (Rivers & Harbors Act of 1899)	☐	☐	☐	
U.S. Coast Guard / U.S. Army Corps of Engineers	Section 9 Permit (Rivers & Harbors Act of 1899)	☐	☐	☐	
U.S. National Resources Conservation Service	Section 106 Consultation (National Historic Preservation Act of 1986)	☐	☐	☐	
National Marine Fisheries Service (NMFS)	Section 7 consultation if federal nexus see ACOE, or Section 10 Permit	☐	☐	☐	
Local and Regional Planning Agencies					
City/County	Grading Permit	☐	☐	☐	
City/County	Environmental Health Department	☐	☐	☐	
City/County	Model Water Efficient Landscape Ordinance – Landscape Documentation Package	☐	☐	☐	
Central Valley Flood Protection Board	Permission to Encroach on Waterways within Designated Floodways	☐	☐	☐	
San Francisco Bay Conservation and Development Commission	Any relevant permit	☐	☐	☐	
Tahoe Regional Planning Agency	Any relevant permit	☐	☐	☐	
Local Resource Conservation District	Consultation	☐	☐	☐	
Flood Control Districts	Floodway & Hydrological Analysis	☐	☐	☐	
Others (e.g., CalRecycle, State Contractors Board, etc.):		☐	☐	☐	
None		☐	No permits are applicable		

O. PAYEE DATA RECORD/GOVERNMENT AGENCY TAXPAYER ID FORM

Non-profit Grantees must provide a completed and signed STD 204 Payee Data Record form. Government entities must provide a completed and signed Government Agency Taxpayer ID Form. These forms are required to receive payment from the State of California.

A fillable form STD 204 can be found at <https://resources.ca.gov/-/media/CNRA-Website/Files/grants/AdminForms/std204.pdf>.

A fillable Government Agency Taxpayer ID Form can be found at https://resources.ca.gov/-/media/CNRA-Website/Files/grants/AdminForms/GovtTINForm_000.pdf.

P. WILLING SELLER LETTER (ACQUISITIONS ONLY)

All acquisition packages must include Willing Seller letters **from each person on the title**. The letter must include the following information and be signed and dated by the legal owner(s) of each parcel to be acquired. Include the legal owner's name in print and their title. If the letter is being signed by a representative of the landowner, include separate legal documents (e.g., trust documents) authorizing them to sign for the landowner.

(Template -- Willing Seller Letter)

Date:

To: California Natural Resources Agency

From: Name(s) of Legal Owner (Trust, etc.)
Address of Legal Owner(s)

Re: Parcel number(s):
County:
Property Address:

To Whom It May Concern:

This letter is provided to confirm that (name of owner, trust, etc.), owner of the above-referenced property, is a willing participant in the proposed real property transaction and is willing to enter into negotiations for the sale of the real property for a purchase price at or below fair market value.

Acknowledged:

Printed name and title
Signature of landowner

Date signed

Printed name and title
Signature of landowner

Date signed

Printed name and title
Signature of landowner

Date signed

Q. LAND TENURE TERM

The State recognizes that specific activities on the project property may change over time; however, all uses on the property must remain consistent with the authorizing legislation and in accordance with the following requirements:

Acquisition Projects

For acquisition of lands for conservation or open space purposes, Grantee or Grantee's successor in interest shall hold, in perpetuity, the real property only for the purpose for which the grant was made and make no other use or sale or other disposition of the property without the written permission of the State. Grantee shall not use or allow the use of any portion of the real property as security for any debt.

For acquisition of real property for purposes other than conservation or open space (or those funded by bond dollars), Grantee or Grantee's successor in interest shall hold, maintain, operate, and use the real property only for the purpose for which the grant was made and make no other use, sale, or other disposition of the property without the written permission of the State and shall not use or allow the use of any portion of the property as security for any debt for the following Land Tenure Term:

- At least 10 years for Grants up to \$100,000
- At least 20 years for Grants up to \$1 million
- At least 25 years for Grants over \$1 million

After the Land Tenure Term, if the real property ceases to be used for a public purpose, or the property is sold or otherwise disposed of, the Grantee or the Grantee's successor in interest shall reimburse the State a percentage of the property's equity equivalent to the percentage of grant funds contributed toward the original acquisition.

For all acquisitions, regardless of purpose and Land Tenure Term, Grantee or Grantee's successor in interest shall not use or allow the use of any portion of real property acquired with grant funds for mitigation (i.e., to compensation for adverse changes to the environment elsewhere) without the written approval of the State. Additionally, a deed restriction or a Memorandum of Unrecorded Grant Agreement (MOUGA) which defines the State's interest in the property must be recorded for all acquisitions.

Development Projects

Grantee shall maintain and operate the project developed pursuant to this grant and shall not use or allow the use of any portion of the project property as security for any debt for the following Land Tenure Term:

- At least 10 years for Grants up to \$100,000
- At least 20 years for Grants up to \$1 million
- At least 25 years for Grants over \$1 million

Grantee shall not use or allow the use of any portion of the project property for mitigation (i.e., to compensate for adverse changes to the environment elsewhere) without the written approval of the State.

With the approval of the State, Grantee or Grantee's successor in interest in the property may enter into an agreement with another party to maintain and operate the project property in accordance with this grant program. At a minimum, the agreement must do the following:

- a. Clearly spell out the roles of each party in detail.
- b. Be signed by both parties signifying their acceptance.
- c. Not terminate prior to the Land Tenure Term required by the grant agreement (only agreements that allow early termination for cause or by mutual consent will be acceptable).
- d. Include language that Grantee will resume responsibility for ongoing operation and maintenance in the event of cancellation.

Grantee may be excused from its obligation to operate and maintain the project site only upon the written approval of the State for good cause. Good cause includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

R. SAMPLE DEED RESTRICTION LANGUAGE - APPLICABLE TO ACQUISITIONS FOR CONSERVATION PURPOSES ONLY

The property described in this deed was purchased in part or in whole with grant funds provided by the State of California by and through the Natural Resources Agency ("the State") under the General Fund Specified Grant Program and is referred to herein as the "Burdened Property". The Burdened Property currently consists of *[project description from appraisal/DGS memo]*. Landowner desires and intends that in order to provide public benefit and meet the terms of the funding, the Burdened Property shall be used only for purposes consistent with the funding.

Use of the burdened property is restricted and shall exclusively be for *[project use based on purpose of the program/project proposal]*. If access for the public ever needs to change location, scope, or scale, landowner will seek consent from the State.

Unless otherwise expressly identified in this deed, all development rights are extinguished.

Landowner acknowledges the restrictions, extinguished development rights, and other dedications in this deed provide a benefit to the burdened property and all other adjacent property, as well as the People of the State of California, and the terms of this deed shall run with the land and bind all successive owners in interest consistent with Civil Code section 815 et seq. No other uses are permitted or granted herein, and any violation of these restrictions or dedications will operate to automatically revert the Burdened Property to the State of California.

The Burdened Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State. Such approval shall not be unreasonably withheld, provided the purposes for which the funding was awarded are expressly assumed by the purchaser as part of the purchase agreement and prior to the close of escrow.

Responsibilities to maintain and operate the Burdened Property in accordance with this deed runs with the land.

Obligations for operation and maintenance of the Burdened Property may be abandoned only upon the written approval of the State and only for good cause. Good cause includes, but is not limited to, natural disasters that destroy the property. Good cause shall not include more expedient or economically beneficial development.

The Burdened Property, or any portion thereof, may not be used for mitigation without the written permission of the State.

The Burdened Property, or any portion thereof, may not be used as security for any debt.

These restrictions imposed on the Burdened Property shall run with the land and pass with each and every portion of the Burdened Property and shall apply to and bind the respective successors in interest to the Burdened Property.

S. MEMORANDUM OF UNRECORDED GRANT AGREEMENT TEMPLATE – APPLICABLE TO ACQUISITIONS (NOT FOR CONSERVATION PURPOSES) ONLY

(DO NOT FILL OUT AS PART OF APPLICATION)

Recording requested by, and)
when recorded, return to:)
State of California)
Natural Resources Agency)
Bonds & Grants)
715 P Street, 20th Floor)
Sacramento, CA 95814)

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, 20____, is recorded to provide notice of an agreement between the State of California, by and through the Natural Resources Agency ("Agency") and _____ ("Grantee").

RECITALS

- On or about _____, 20____, Agency and Grantee entered into a certain Grant Agreement, Grant No. _____ ("Grant"), attached and incorporated herein by reference as Exhibit A, pursuant to which Agency granted to Grantee certain funds for the acquisition of certain real property, more particularly described in Exhibit B, attached and incorporated herein by reference (the "Real Property").
- Under the terms of the Grant, Agency reserved certain rights with respect to the Real Property.
- Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain Agency reserved rights under the Grant.

NOTICE

The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained for the Land Tenure Term described in the Grant Agreement.

- For the Land Tenure Term described in the Grant Agreement, the Grantee shall not use or allow the use of any portion of the real property as security for any debt.
- After the Land Tenure Term expires, if the real property ceases to be used for a public purpose, or the property is sold, the Grantee shall reimburse the State a percentage of the real property's equity equivalent to the percentage of grant funds contributed toward the original purchase price.
- The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
- For additional terms and conditions of the Grant, reference should be made to the Grant Agreement, attached hereto and which is also on file with Agency.

GRANTEE

By: _____
Authorized Representative

Memorandum of Unrecorded Grant Agreement (MOUGA) Instructions

1. Complete the Memorandum by inserting the following information:
 - Date
 - Grantee's name as its stated in the Grant Agreement
 - Start date of the Grant Agreement (start date of the Project Performance Period)
 - Grant Agreement number
 - Attach an executed copy of the Grant Agreement and all amendments as Exhibit A to the Memorandum
 - Attach legal description of the properties including the property (APN's) as Exhibit B to the Memorandum.
2. Notarize the Memorandum. The grantee's authorized representative (the person holding the position identified in the submitted Resolution and on the Grant Agreement face sheet) signs the Memorandum form in the presence of a notary. The notary then completes the "Notary Acknowledgement" section.
3. Record the Memorandum form at the County Recorder's Office of the county in which the property is located.
4. Ensure a recorded copy of the Memorandum sent to the Natural Resources Agency, Bonds and Grants Unit at the address listed at the at the top of the Memorandum form.

T. ELIGIBLE COSTS

The following are general principles to be considered in determining whether an expense is eligible under the General Fund Specified Grant Program

1. Expenses must be incurred within the project performance period outlined on the Grant Agreement cover page and/or subsequent amendments and must align with the cost estimate.
2. Direct project-related expenses, if supported by appropriate documentation.
3. Grantees should use good judgment in purchasing items and services to be paid with grant funds. Project expenses should be cost-effective and economical and tie to the approved project scope and budget.
4. Expenses paid with grant funds must serve a public purpose.
5. Food and Beverage Expenses:
 - a. Employee meals incurred as a travel expense necessary to carry out the grant project may be reimbursed at a rate at or below the State employee per diem reimbursement rate in effect at the time of travel. See <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
 - b. Food expenses for grants that are reasonable and necessary to complete the grant project may be eligible at the discretion of the State. The specific purpose for the expense must be discussed and approved by the State and included as a separate item in the grant budget.
 - c. Grant funding cannot be used to purchase alcoholic beverages.
6. Grantee's Staff Labor - Costs for the services of grantee's employees directly engaged in project execution must be computed according to grantee's prevailing wage or salary scales and may include benefits such as vacation, sick leave, Social Security contributions, etc., that are customarily charged to grantee's various projects, excluding overhead allocations.
 - a. Labor costs charged to the project must be computed on **actual time spent** on the project and **evidenced by time and attendance records describing the work** as well as payroll records. Overtime costs may be allowed under grantee's established policy, provided the regular work time was devoted to the same project.
 - b. Salaries and wages claimed for employees working on State grant-funded projects must not exceed grantee's established rates for similar positions.
 - c. Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.
7. Contracted Services – The costs of contracted services may be reimbursed if invoices are presented with payment requests that identify the specific project activities provided and include evidence of payment.

8. Overhead - Overhead expenses are the non-project specific expenses of doing business that are not directly related to the implementation of the project to be funded (for example, rent, computers, telephones, office supplies, internet access, copy machines, electricity). Certain types of overhead are not allowed including food and beverage, fundraising, lobbying and entertainment. Any expense that is billed as a direct expense may NOT be included in overhead.
 - a. Overhead should be included as a line item in the approved project budget and is limited to a maximum of 15% of total direct expenses of a grant.
 - b. Grantees that wish to charge overhead must be able to document the appropriateness of the charges. One typical method for documentation is to have a Cost Allocation Plan. Other methods may also be adequate, but it is the grantees responsibility to determine this based on Generally Accepted Accounting Principles. It is recommended that grantees develop an appropriate method for calculating their overhead rate and determine what overhead expenses may be allocated to the grant, subject to the Agency's approval and the 15% limit. It is the responsibility of the grantee to maintain appropriate records for all overhead expenses and to be able to provide those records in the event of an audit.
9. Vehicles owned/leased by Grantee - Mileage incurred on Grantee-owned vehicle(s) can be charged at a per mile rate according to Grantee's internal mileage policy or at the State rate in effect at the time of the trip, whichever is less. A Mileage Log with the date, destination, and grant purpose related to the scope, and signed by the operator and supervisor must be submitted along with a copy of the policy to support the mileage rate.
10. Equipment – Equipment owned by Grantee may be charged to the project for each use. Equipment use charges must be made in accordance with Grantee's normal accounting practices, the equipment rental rates published by the California Department of Transportation, or local prevailing rental rates, whichever is less. Link to California Department of Transportation rental rates: <https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge>.

If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used, relate the use to the project, and be signed by the operator and supervisor.

Equipment may be leased, rented, or purchased, whichever is most economical. If equipment is purchased, its residual market value must be credited to the project expenses upon completion of the project.

U. PAYMENT REQUEST INSTRUCTIONS

FOR DEVELOPMENT PROJECTS

Before Submitting

- ☐ Check the Grant Agreement to confirm that any funding requirements outlined in the special provisions section have been fulfilled (e.g., agreements, DGS review, etc.)
- ☐ Check that all costs are allowable and incurred within the project performance period. See Section T for guidance.

What to Include

- ☐ **Payment Request Form** filled out with original signature of authorized representative.
- ☐ **Payment Tracking Form** filled in with amounts for the request.
- ☐ **Project Expenditure Form, Grantee Labor Cost Form, and Equipment Cost Form** (as applicable). Descriptions should clearly tie to the line items on the cost estimate, as well as the backup documentation.
- ☐ **Proof of Expense Incurred** for each item listed on the Project Expenditure Form, Grantee Labor Cost Form, and Equipment Cost Form.

a. Project Expenditures (i.e., contracted or consultant expenses, materials, mileage, etc.)

- Include copies of invoices or itemized receipts.
- If an invoice is to be partially reimbursed with grant funds, please clearly mark the portion allocated to the grant.
- For mileage incurred on grantee and employee owned vehicle(s), include a log documenting date, destinations, and grant scope purpose, signed by the employee and supervisor. Provide documentation of policy to support rate used.
- For equipment owned by the grantee, include the schedule showing the rate as well as a log showing the days and hours the equipment was used and describe the work performed for this project and by whom. The log should be signed by the equipment operator and supervisor.

b. Grantee In-House Labor with documentation of time worked on the project and employee hourly rate.

Documentation of Time Worked on the Project

- Include timesheets detailing the days and number of hours each employee worked on the project.

Documentation of Employee Hourly Rate

- Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.

- Fill out the Employee Compensation Chart to demonstrate the rate being charged for each employee.
- To support rates in the Employee Compensation Chart, submit copies of pay stubs or payroll service printout that show employees' pay rates or salaries (please redact personal identifying information).
- Documentation supporting employee benefits listed in the Employee Compensation Chart should be maintained in the event of audit but should not be submitted.
- Any time employees' hourly rates or salaries change, submit an updated Employee Compensation chart along with pay stubs or payroll service printout showing new pay rates.

☐ **Proof of payment** - Examples include:

- a. Copy of both sides of a cancelled check (and breakdown if check is for multiple invoices)
- b. Copy of bank statement with cleared checks and/or Electronic Fund Transfer's (EFT) highlighted
- c. Pre-paid card Statement showing credit remaining after particular project charge e.g., pre-paid photo copier card
- d. Credit card Statement showing payment made accompanied with original credit card receipt listing specific charges. Must also include proof that the credit card was paid off.
- e. For grantee personnel services one of the following:
 - Chief Financial Officer's signature on the certification on the Grantee Labor Cost Form
 - Payroll stubs or payroll service printout for each pay period
 - Signed acknowledgement from employees regarding receipt of paychecks for a specific time period

☐ **Advances** – Upon request, advances are allowed to assist with cash flow. The amount of the advance is determined based on immediate need. Once an advance is reconciled, Grantee may seek another. Contact the project grants administrator to request an advance. Section V General Fund Specified Grant Advance Policy.

FOR ADVANCE TO ESCROW FOR ACQUISITION PROJECTS

To request money to be advanced to escrow, submit the following:

- ☐ **Advance Payment Request Form** for the amount of the grant budgeted to Fair Market Value of the property
- ☐ **Letter requesting funds be deposited to** escrow on Grantee's letterhead containing the following:
 - a. Name and address of Grantee
 - b. Number of Grant Agreement

- c. Dollar amount of disbursement requested
- d. Name, address, and telephone number of the title company or escrow holder, and the escrow account number to which the grant funds will be disbursed
- e. A statement by the Grantee that all funds needed for completion of acquisition of the real property (or conservation easement) have been secured and have been or will be deposited into escrow at or about the same date as the requested grant funds
- f. Anticipated close of escrow date

☐ **Payee Data Record** for the escrow company

FOR FINAL PAYMENTS

Final retention will not be released until all closeout documents (in addition to regular payment request documents if applicable) have been received. This includes:

- ☐ Final Payment Request
 - a. Summary of Expenditures from all Project Funding Sources
 - b. Certification of Completion Form
 - c. Notice of Completion (if applicable)

For acquisitions, also required are:

- a. Buyer's Closing Statement
- b. Recorded Grant Deed with required Deed Restrictions
- c. Policy of Title Insurance

Helpful Hints

- Organize documentation in an easy-to-follow format (i.e., chronologically) with related information together and relevant information marked. Include any necessary explanations or notes to clarify certain documentation.
- Bill for the full amount and Agency will take out the retention of 10% for reimbursements. Retention will be released at closeout.
- Ensure numbers match (e.g., check numbers, amounts on forms and back up documentation, etc.) and that they are accurately calculated. Everything must add up to the penny.

Contact your Grant Administrator for further clarification or questions.

V. GENERAL FUND SPECIFIED GRANT ADVANCE POLICY

All California Natural Resources Agency (Agency) grants are reimbursement programs. This means grantees pay project expenses and then seek reimbursement from grant funds. General fund specified grants are one exception in which advance funds may be available subject to the following conditions:

1. All advance requests must be submitted in writing using the Advance Payment Request Form and signed by the grantee's Authorized Representative.
2. Overhead costs may be advanced up to the percentage of the grant described in the program guidelines and included as a separate approved line item in the project budget.
3. If advanced funds are used to pay grantees' in-house labor costs, timesheets submitted during reconciliation must show all staff time and be tracked to different projects or activities.

The amount of advanced funds requested should be determined after working with the Grant Administrator to identify grantees' **immediate** cash needs and the timeline for expenditure of requested advanced funds. Generally, advanced funds should be expended within three to six months.

The recommended request amount is increments of no more than 25 percent of the grant at a time. Generally, all advanced funds should be reconciled before another advance is requested. If immediate need is demonstrated, up to 90 percent of the grant award may be advanced.

4. Advances are not subject to retention. The last 10 percent of a grant cannot be advanced.
5. Any special provisions in the grant agreement relating to conditions necessary for release of funding must be met prior to requesting an advance.
6. Advanced funds must be deposited and held in a separate, FDIC-insured, interest-bearing account until spent. Public grantees can choose to deposit the funds in their treasuries. Any interest earned on the advanced funds should be applied to the project for which funds were advanced.

Grantees must submit account statements to the Grant Administrator showing all transactions relating to the advanced funds and any interest earned for every month advanced funds are held in the account. Statements should be submitted with reconciliation documentation as described in paragraph 9.

7. If advanced funds are passed through grantee to a separate entity that is implementing the project (e.g., when funds are granted to a city for the benefit of a non-profit organization), grantee must ensure the immediate need of advanced funds and that advanced funds are deposited and held as outlined in the preceding paragraph.

8. Grantees must submit reconciliation documentation no more than monthly and no less than quarterly. Reconciliation documentation will be reviewed and approved in the same manner as a reimbursement payment request. Reconciliation documentation should include the following, as applicable:
 - Advance Reconciliation Form
 - Project Expenditures Form
 - Grantee Labor Costs Form
 - Employee Compensation Form
 - Equipment Cost Form
 - Planning Grant Certification Form
 - Proof of expenses incurred
 - Proof of payment
 - All monthly account statements since date of last reconciliation
9. Failure to provide reconciliation documentation and account statements at least quarterly will disqualify grantees from receiving additional advanced payments.
10. Grantees must repay any unused or inadequately-documented advanced funds to Agency within sixty days of project completion or the end of the project performance period, whichever is earlier. Grantees will not be eligible for any other Agency grants until funds have been repaid.
11. At project closeout, grantees must account for and provide proof that all interest earned on advanced funds was applied to the grant project.
12. Agency reserves the right, at its sole discretion, to approve or deny an advance payment request. Final approval will be based on, but is not limited to, consideration of the following:
 - Grantees' explanation of immediate need for an advanced payment
 - Grantees' performance on prior Agency or other State grants, with particular consideration of past performance issues
 - Grantees' record of providing timely and adequate payment backup documentation on previous Agency grants.

Certification

As the Authorized Representative of the recipient of a General Fund Specified Grant, I certify under penalty of perjury the grantee has received, understands, and will comply with this advance request policy.

Signature of Authorized Representative

Name of Grantee

Grant Number

Name of Authorized Representative

Title of Authorized Representative

Date Signed

W. SAMPLE DEVELOPMENT GRANT AGREEMENT

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

GRANTEE NAME:

PROJECT TITLE:

AGREEMENT NUMBER:

AUTHORITY: Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure and evidence the project will be operated and maintained for a minimum of ___ years satisfactory to the State for all land to be improved under this Agreement.
2. Projects must follow the Secretary of the Interior's Standards for the Treatment of Historic Properties, where applicable, to ensure the historical integrity of the project. In addition, any local, state, and federal ordinances and laws (such as the National Historic Preservation Act and the Native American Graves Protection and Repatriation Act) must be followed to ensure the historical integrity of the project. Grant funds may NOT be used for demolition or non-historic treatment of historic structures or resources that are determined eligible for listing on the National Register of Historic Places or the California Register of Historical Resources.
3. If the Grantee is a nonprofit organization and ceases to exist, and, as a result, the Project will not be maintained, operated and used in fulfillment of the purpose funded by this Grant for the minimum number of years required by Section H of this Agreement, the State shall be entitled to repayment of the amount of the Grant plus accrued interest from the nonprofit organization's remaining assets.
4. If Grantee is a federally recognized Native American Tribe Section F below will be replaced with the following:

F. Grantee's Limited Waiver of Sovereign Immunity and Hold Harmless

1. The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Grant Agreement is or shall be deemed to be a waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this section.
2. Limited waiver of sovereign immunity and hold harmless. Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the Natural Resources Agency to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement. This shall include the right to contribution for loss of damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of the State, its officers, agents, and employees.
3. Grantee shall indemnify and hold harmless the State, its officers, agents, and employees in perpetuity against any and all claims, demands, damages, costs, expenses, or liability costs arising out of the Project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of the State, its officers, agents, or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified. Under this indemnification provision, Grantee shall not be responsible for defending the State in court but shall reimburse for actual invoiced costs associated with the defense.

Grantee and the State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

General Provisions

A. Definitions

1. The term "Act" means the Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023).
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement
4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grants, FY 2023-2024, Development & Acquisition.

6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an entity who has a signed agreement for Grant Funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with Grant Funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A-1 to this Agreement.
16. The term "Project Property" means the property being developed or acquired with Grant Funds.
17. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
18. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
19. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and

under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2027**.

4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.
11. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.
12. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement for Development will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

- a. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - e. Overhead costs are generally limited to a maximum of 15% of total direct costs.
2. Payment Documentation:
- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities developed pursuant to this Agreement available for inspection upon request by the State.
3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2027**.
5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.
6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner, preferably no less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best

interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee

shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. If Grantee owns the Project Property, Grantee shall not sell or transfer the Project Property (including any portion of it or any interest in it) during the Land Tenure Term defined in paragraph H.2. below without the written approval of the State of California, acting through the Natural Resources Agency, or its successor. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. If Grantee does not own the Project Property, Grantee shall notify the State within 30 days of any sale or transfer of the property, at which time the State may seek any and all remedies available under Section E of this Agreement.
2. Grantee shall maintain, operate, and use (or shall ensure via written agreement with the landowner that the project is maintained, operated, and used) in fulfillment of the purpose funded pursuant to this Grant for a minimum of **NUMBER OF (XX)** years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines (the "Land Tenure Term"). Grantee, Grantee's successor in interest, or the Assignee of this Agreement, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee agrees to use the Project Property (or shall ensure via written agreement with the landowner that the property will be used) solely for the purposes for which the Grant was made and no other use or sale or other disposition of the property shall be made during the Land Tenure Term. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. Reimbursement of Grant with interest: At the State's sole discretion, if the Grantee owns the Project Property and the use of the property is changed to a use that is not permitted by the Agreement or if the property is sold or otherwise disposed of by Grantee, the State may seek an amount equal to: (1) the amount of the Grant plus accrued interest at the prime interest rate at the time of disposition, and (2) the amount of any increase in property value attributed to grant-funded improvements to the Project Property. If the Grantee does not own the Project Property, and the use of the Project Property is changed to a use that is not permitted by this Agreement or is sold or otherwise disposed of within the Land Tenure Term, at the State's sole discretion, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest at the prime interest rate at the time of disposition.
5. Grantee shall not use or allow the use of any portion of the Project Property as security for any debt during the Land Tenure Term. If the grantee does not own the Project Property, written approval of the State must be obtained for use of the Project Property (including any portion of it or any interest in it) to be used as security for any debt, provided such approval by the State shall not be unreasonable withheld as long as the purposes for which the Grant was awarded are maintained and does not make the State a guarantor or a

surety for any debt, nor waive the State's rights to enforce performance under this Agreement.

6. Grantee shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State. If the grantee does not own the Project Property, the grantee shall ensure via written agreement with the landowner that the landowner shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, § 7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

X. SAMPLE ACQUISITION GRANT AGREEMENT

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

GRANTEE NAME:

PROJECT TITLE:

AGREEMENT NUMBER:

AUTHORITY: Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to acquire property in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. All grants are subject to recording Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in acquiring the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
2. As a condition precedent to the State's obligation to deposit funds into escrow or to provide reimbursement related to the Acquisition, the Grantee shall have obtained approval of the language contained in the grant deed by the Natural Resources Agency. Said deed shall include the State's required protections, restrictions of use and subsequent transfer requirements.
3. The State Department of General Services (DGS) may review and approve in writing all documents pertaining to the Grantee's Acquisition of real property, including any preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance prior to the release of any Grant Funds. Such review and approval by the State shall be timely and shall not be unreasonably withheld.
4. DGS shall review and approve in writing the appraisal of the real property.
5. The Grantee agrees to pay DGS directly the amount invoiced by DGS for services rendered for its review of the appraisal, transaction review, or other related activities as described above. Should the Grantee fail to pay DGS, the State is authorized to pay DGS by directly transferring from the Grant Funds the amount invoiced by DGS. The State will notify the Grantee at the time of the transfer and provide a copy of the appraisal review letter and invoice upon receipt.
6. The Grantee agrees that all parcels to be acquired by this project will have concurrent escrows.

7. If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title, and interest in the real property in lieu of the State.
8. **If planned subsequent transfer of property:** The State is aware of and approves a subsequent conveyance of the property to **the Long-Term Landowner Name**. Such approval is contingent, however, upon **the Long-Term Landowner Name's** written commitment to:
 - a. Accept title to the property, and
 - b. Provide for the long-term operations and maintenance of the property for the uses intended by this grant program as specified in the grant agreement.
9. **If Grantee is a federally recognized Native American Tribe Section F below will be replaced with the following:**
 - F. Grantee's Limited Waiver of Sovereign Immunity and Hold Harmless
 1. The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Grant Agreement is or shall be deemed to be a waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this section.
 2. Limited waiver of sovereign immunity and hold harmless. Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the Natural Resources Agency to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement. This shall include the right to contribution for loss of damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of the State, its officers, agents, and employees.
 3. Grantee shall indemnify and hold harmless the State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of the State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified. Under this indemnification provision, Grantee shall not be responsible for defending the State in court but shall reimburse for actual invoiced costs associated with the defense.

Grantee and the State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

General Provisions

A. Definitions

1. The term "Act" means Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023).
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights from a willing seller.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grants, FY 2023-2024, Development & Acquisition.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an entity who has a signed agreement for grant funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the Acquisition activity described in the Application as modified by Exhibit A to be accomplished with grant funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the project.
17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2027**.
4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.
9. Lands acquired with Grant Funds from this Agreement shall be acquired from a willing seller of the land at a price not to exceed Fair Market Value. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
10. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.
11. Grantee shall provide for public access and/or educational features where feasible.

12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement for Acquisition of real property will be disbursed for eligible costs as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. The State approved purchase price, together with the State approved costs of Acquisition, within sixty (60) days of close of escrow. All disbursements are subject to an up to ten percent (10%) withhold pending Project completion, the final close-out site visit by the State, completion of the conditions described in Sections C3, D.6 and D.7 below, and all Special Conditions set forth in this Agreement.
 - b. Costs of obtaining approval of the purchase price and transaction review from the DGS. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant Funds, if any, shall be available on a reimbursable basis.
2. Requests for advance payment of Grant Funds into escrow must be submitted via a completed Payment Request Form and be accompanied by a letter requesting funds be deposited to escrow on the Grantee's letterhead, containing all of the following:
 - a. Name and address of Grantee.
 - b. Number of Agreement.
 - c. Dollar amount of disbursement requested.
 - d. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed.
 - e. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the real property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the real property.
 - f. Anticipated close of escrow date.

The letter shall be accompanied by a Payee Data Record (Form 204) completed for and by the escrow company.

3. Requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
 - a. Complete Payment Request Form.
 - b. Buyer's closing statement.

- c. Copies of grant deeds with restrictions or recorded Memoranda of Unrecorded Grant Agreement.
 - d. Policy of title insurance.
 - e. Project Certification Form (if the Project is complete and payment in full is requested).
 - f. Summary report of final total Project expenditures.
4. Payment Documentation:
- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
5. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
6. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
7. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

- 1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
- 2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
- 3. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.

4. Grantee shall use any income earned by the Grantee from use of the project to further project purposes, or, if approved by the State, for related purposes within the jurisdiction.
5. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
6. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2027**.
7. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.
8. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner, preferably no less than sixty (60) days before the effective date of the proposed amendment.
9. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. Prior to the last to occur of (1) State's deposit of the Grant Funds into escrow and (2) Grantee's close of escrow for Acquisition of the easement and/or real property, either party may terminate this Agreement by providing the other party with a minimum of thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including acquisition, development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.
2. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant consistent with the Land Tenure Term requirements included in the Application Guidelines and this Agreement (the Land Tenure Term"). The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property for the Land Tenure Term. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.
4. If the Land Tenure Term is perpetuity and the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. If the Land Tenure Term is less than perpetuity and the use of the property is changed to a use that is not permitted by the Agreement or if the property is sold or otherwise disposed of prior to the end of the Land Tenure Term, an amount equal to the greater of (1) the amount of the grant or 2) the percentage of the property's equity at the time of sale or change of use equivalent to the percentage of grant funds contributed toward the original purchase price may be reimbursed to the State.
6. If the Land Tenure Term is less than perpetuity and the use of the property is changed to a nonpublic use or the property is sold or otherwise disposed of after the Land Tenure Term expires, the Grantee or the Grantee's successor in interest shall reimburse the State a percentage of the property's equity equivalent to the percentage of grant funds contributed toward the original acquisition.
7. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
8. The Grantee shall not use or allow the use of any portion of the real property as security for any debt for the Land Tenure Term.

9. The Grantee hereby waives any applicable statute of limitations relating to enforcement of Section H herein after the end of the Land Tenure Term.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, § 7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11H

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

**Subject: Resolution No. 2024-05 - Community Development Block Grant (CDBG)
Project Application FY 2024/25**

SUMMARY

Revision to Community Development Block Grant (CDBG) Application Resolution for Fiscal Year 2024/2025.

RECOMMENDATION

Adopt Resolution No. 2024-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024/2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE."

BACKGROUND

The Orange County Housing and Community Development & Homeless Prevention department administers and disperses Federal Community Development Block Grant (CDBG) monies for smaller cities such as Los Alamitos. The Program provides federal funds to cities with populations under 50,000 for programs that are targeted toward community development. The funds are commonly used for neighborhoods that have a substantial number of low, very low, and extremely low-income residents, and can be used for Senior or ADA (Americans with Disabilities Act) projects as well.

At the October 16, 2023, City Council meeting, Staff recommended that the City Council approve three street sections of asphalt for repair, which were approved. Since that time, Staff has reconsidered its recommendation and identified alternative streets that will be more appropriate for repair at the current time. Staff requests the City Council to approve the new scope with alternate streets that are located within the approved CDBG boundaries.

DISCUSSION

In Orange County, CDBG funds are pursued through competitive grant applications submitted to the County. The request for approval of this year's resolution will require a City match on the resolution of 20% to fulfill the requirement on the grant application for fund requests that are over \$150,000.00.

The Planning Commission suggested the following for next year's project:

Street Repair

Maple Street from Green Avenue to Farquhar Avenue; Howard Avenue from Los Alamitos Boulevard to Reagan Street; Howard Avenue from Bloomfield Street to Noel Street.

Approximate Cost

Street Repair - \$350,000 with a 20% City match

FISCAL IMPACT

Should the County approve our application, future expenditures of 20% matching funds (cost depending on the projects selected above) will be reflected in next year's annual Capital Improvement Plan budget. The matching funds are anticipated to be drawn from the City's General Fund, which was historically drawn from Gas Tax or the City's General Fund.

Attachment: 1. Resolution No. 2024-05 - CDBG Projects FY 2024/25

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024/2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE

WHEREAS, it is the intent of the City of Los Alamitos to participate in the timely filing of an application with the County of Orange for a grant authorized under the Housing and Community Development Act of 1974; and,

WHEREAS, the Housing and Community Development Act of 1974, as amended, authorizes cities under 50,000 in population to enter into cooperation agreements with the County in which they are located to undertake essential community development activities; and,

WHEREAS, the City of Los Alamitos will submit an application under FY 2024-25 for PUBLIC FACILITIES & IMPROVEMENTS REQUEST FOR PROPOSAL BID NO. TBD; and,

WHEREAS, the City of Los Alamitos desires to accept the award of CDBG funds and authorizes the execution of the necessary agreements, contracts and amendments and other corresponding documentation to accept the CDBG funds.

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

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

SECTION 2. The City Council of the City of Los Alamitos hereby accepts the award of CDBG funds through the County's Urban Counties Program, which will be used to support the City of Los Alamitos' Public Facilities & Improvements Apartment Row Street Repair Project (Cont'd) under Bid No. TBD.

SECTION 3. The City Council of the City of Los Alamitos does hereby approve and adopt the selection of the following project funding request and directs that an application reflecting this project, be submitted to the County of Orange:

Project	Approximate Cost
<u>Street Repair:</u> Maple Street from Green Avenue to Farquhar Avenue ; Howard Avenue from Los Alamitos Boulevard to Reagan Street; Howard Avenue from Bloomfield Street to Noel Street.	Street Repair - \$350,000 To include a 20% City match

SECTION 4. The City Council of the City of Los Alamitos authorizes the City Manager or his/her designee to execute, for and on behalf of the City of Los Alamitos, the necessary agreements(s) and/or any other documents or instruments required by the County and/or the United States Department of Housing and Urban Development for participation in the Urban Counties Program and/or for acceptance of the CDBG funds under Bid No. TBD.

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

PASSED, APPROVED, AND ADOPTED this 20th day of February, 2024.

Jordan B. Nefulda, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of February 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 111

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Resolution No. 2024-06 - Acceptance of Street Dedication (3131 Katella Avenue)

SUMMARY

Approval to accept and record 4,011 square feet (S.F.) parcel dedication to be transferred to the City of Los Alamitos. The sidewalk is located within the overall project area of the upcoming Orange County Transportation Authority (OCTA) interchange improvement project located at Interstate 605 (I-605) and Katella Avenue.

RECOMMENDATION

1. Adopt Resolution No. 2024-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ACCEPTING A PORTION OF PARCEL No. 202111-1 COMPRISING OF 4,011 S.F. OF RIGHT OF WAY FOR STREET PURPOSES TO BE TRANSFERRED TO THE CITY OF LOS ALAMITOS NEEDED FOR WIDENING KATELLA AVENUE AND CONSTRUCTING A NEW SIDEWALK, FROM FINE US LONG BEACH LLC, A DELAWARE LIMITED LIABILITY COMPANY, PROPERTY LOCATED AT 3131 KATELLA AVENUE"; and,
2. Direct the City Clerk to record the street dedication by submitting maps to the County of Orange Recorder's Office.

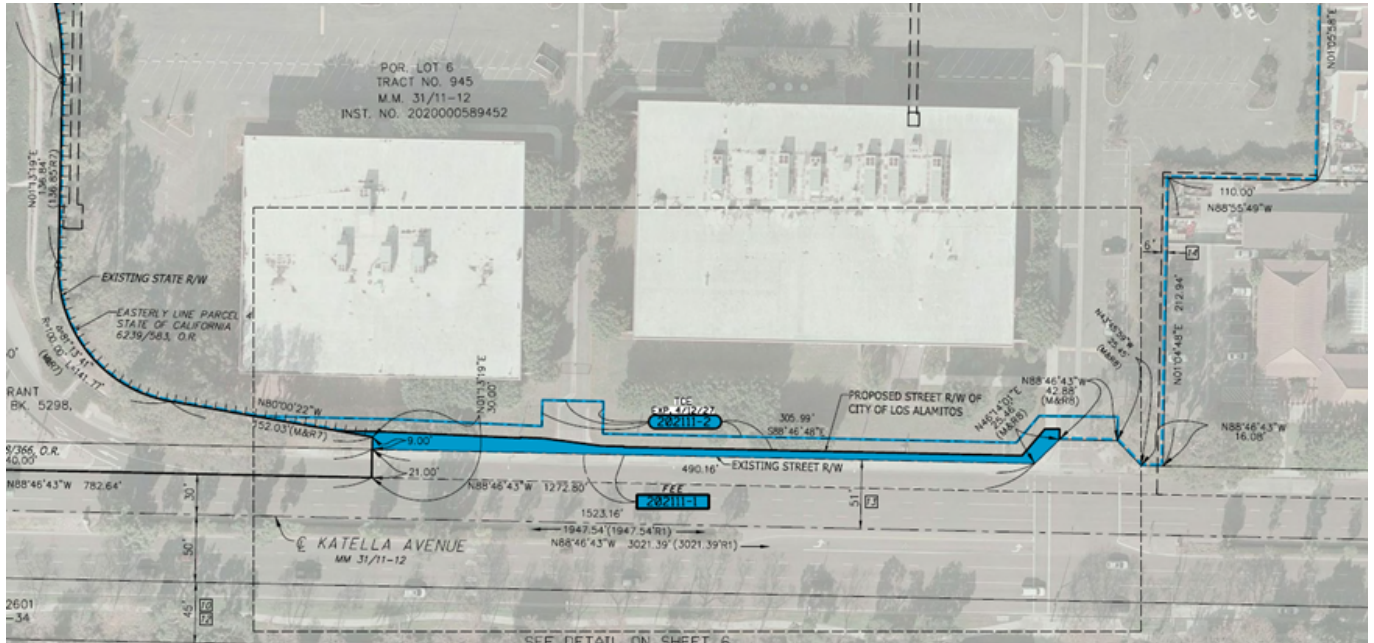
BACKGROUND

The Department of Transportation (Caltrans), in cooperation with OCTA, is proposing improvements to the existing interchange at Interstate 605 (I-605) and Katella Avenue between Coyote Creek Channel (PM R1.1) and Epon Way (PM R1.6), in the city of Los Alamitos, Orange County, California. The parcel of land that is being dedicated to the City is needed for the proposed improvements to Westbound Katella Avenue from Epon Way. Proposed improvements include widening existing lanes and shoulders to standard widths, reconfiguring the ramp termini of the Northbound I-605 entrance and loop exit ramps, transitioning the No.4 lane to a dedicated right-turn lane at the Northbound ramp intersection, and providing standard bike lanes.

DISCUSSION

Recording of the maps to dedicate a 4,011 square feet (S.F.) parcel along Katella Avenue (blue area in the map shown below) for street improvement purposes is a requirement for the facilitation of the interchange improvements proposed by OCTA in cooperation with Caltrans

and the City of Los Alamitos. The project will improve traffic circulation and pedestrian and bicycle safety. Caltrans has prepared the dedication maps for the proposed site and has submitted them to the City for approval and recording. Per the Los Alamitos Municipal Code, this item was presented before the Planning Commission at their January 24, 2024 meeting. The Planning Commission recommends to the Council acceptance of the parcel of land dedication. The City Engineer and City Surveyor have reviewed the submitted street/parcel dedication maps and all associated documentation for the subject property.



The following is a projected timeline for the OCTA Interchange Improvement project. Additional information on the project will be presented at a future City Council meeting.

Start Construction: November 2024

Construction Complete: May 2026

FISCAL IMPACT

None.

- Attachment:
1. Resolution No. 2024-06 - Street Dedication (3131 Katella Ave.)
 2. 202111 Grant Deed to City of Los Alamitos

RESOLUTION NO. 2024-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ACCEPTING A PORTION OF PARCEL No. 202111-1 COMPRISING OF 4,011 S.F. OF RIGHT OF WAY FOR STREET PURPOSES TO BE TRANSFERRED TO THE CITY OF LOS ALAMITOS NEEDED FOR WIDENING KATELLA AVENUE AND CONSTRUCTING A NEW SIDEWALK, FROM FINE US LONG BEACH LLC, A DELAWARE LIMITED LIABILITY COMPANY, PROPERTY LOCATED AT 3131 KATELLA AVENUE

WHEREAS, the City of Los Alamitos (City) is working with the Department of Transportation (Caltrans) in cooperation with the Orange County Transportation Authority (OCTA) who is proposing improvements to the existing interchange at Interstate 605 (I-605) and Katella Avenue between Coyote Creek Channel (PM R1.1) and Civic Center Drive (PM R1.6), in the city of Los Alamitos, Orange County, California

WHEREAS, all necessary documentation associated with this site has been reviewed by the City Engineer; and,

WHEREAS, Fine US Long Beach LLC, a Delaware limited liability company's property is identified as Caltrans Parcel No. 202111-1, -2, located at 3131 Katella Avenue, Los Alamitos, CA 90720 is within the project area. The proposed requirement for Parcel No. 202111-1 comprises 4,011 S.F. of Fee to be transferred to the City of Los Alamitos and is needed for widening Katella Avenue and constructing a new sidewalk.; and,

WHEREAS, the tentatively scheduled Start of Construction is November 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS AS FOLLOWS:

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council of the City of Los Alamitos, California, hereby accepts the dedication as described above and shown on Exhibits A and B.

SECTION 3. The attached Legal Description of Street Dedication are incorporated as Exhibits A and B.

SECTION 4. The City Clerk shall record the Street Dedication located at 3131 Katella Avenue with the Orange County Recorder's Office.

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Los Alamitos, California, this 20th day of February 2024.

Jordan B. Nefulda, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of February, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

RECORDING REQUESTED BY
DEPARTMENT OF TRANSPORTATION

WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
1750 E. 4TH STREET, SUITE 100
SANTA ANA, CALIFORNIA 92705
ATTN: EVANGELINA WASHINGTON
R/W TITLES & ESCROW

This office is exempt from filing fees under
Government Code 6103 & 27383. No tax due for
Revenue & Taxation Code 11922.

Written by: KM Checked by: TA, YS EA: 0K870
R/W Map No.: E120162-05, 06 APN: 242-212-09

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
12	ORA	605	1.40	202111-1

Fine US Long Beach LLC, a Delaware limited liability company,

hereinafter called GRANTOR, hereby grants to the [City of Los Alamitos](#), hereinafter called [CITY](#), all that real property in the [City of Los Alamitos](#), County of Orange, State of California, described as follows:

See Exhibits "A" and "B", attached.

Number
202111-1

The GRANTOR further understands that the present intention of the [City of Los Alamitos](#) is to construct and maintain a public [street](#) on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the [public street](#).

Dated: _____

SeungJoon Lee, Manager

This is to certify that the [City of Los Alamitos](#) accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
[Director of Public Works](#)

By _____
Attorney in Fact

EXHIBIT "A"

**LEGAL DESCRIPTION
FEE PARCEL**

That certain parcel of land situated in the City of Los Alamitos, County of Orange, State of California, being that portion of Lot 6 of Tract No. 945, files in Book 31, Pages 11 and 12 of Miscellaneous Maps in the Office of the County Recorder of said Orange County described as follows:

PARCEL 202111-1

COMMENCING at the centerline intersection of Katella Avenue with Oak Street as shown on said Tract No. 945; thence along said centerline of Katella Avenue North 88°46'43" West 1025.16 feet to the southerly prolongation of that certain line described as having a bearing and distance of "North 01°13'41" East 30.00 feet" in that certain Grant Deed to the State of California, recorded September 6, 1962 in Book 6239, Page 583 of Official Records in the Office of the County Recorder of said Orange County; thence along said southerly prolongation North 01°13'19" East 51.00 feet to a point on the northerly Right-of-Way of Katella Avenue per Grant Deed to City of Los Alamitos recorded January 31, 1969 in Book 8861 Page 997 of Official Records in the Office of the County Recorder of said Orange County and the **TRUE POINT OF BEGINNING**; thence along said northerly Right-of-Way South 88°46'43" East 490.16 feet to the West corner of that land described in a Quitclaim Deed to the City of Los Alamitos recorded November 15, 2002 as Instrument No. 2002001029010 of Official Records in the Office of the County Recorder of said Orange County; thence along the northwesterly line of said Quitclaim Deed to the City of Los Alamitos North 46°14'01" East 25.46 feet to the northerly line of said Quitclaim Deed to the City of Los Alamitos; thence North 01°13'17" East 7.69 feet; thence North 89°20'24" West 10.95 feet; thence South 40°30'56" West 25.89 feet; thence North 88°46'48" West 294.84 feet; thence North 01°13'12" East 0.50 feet; thence North 88°46'48" West 16.70 feet; thence North 82°31'45" West 42.17 feet; thence North 87°20'52" West 17.90 feet; thence South 02°39'08" West 0.50 feet; thence North 87°20'52" West 98.46 feet; thence North 88°46'48" West 37.16 feet to that certain northerly line described as having a bearing and distance of "North 80°00'00" West 152.03 feet" in said Grant Deed to the State of California, thence along said northerly line South 80°00'22" East 26.45 feet to the easterly line of said Grant Deed to the State of California; thence along said easterly line South 01°13'19" West 9.00 to the **TRUE POINT OF BEGINNING**.

Unless otherwise noted, all bearings and distances are in terms of the California Coordinate System of 1983, Zone 6, based on the North American Datum of 1983 Epoch 1991.35 as locally adjusted by the Orange County Surveyor. All distances are grid, divide grid distances by 0.99999204 to obtain ground distances.

CONTAINING: 4,011 S.F. more or less

Exhibit "A"

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

Kevin D. MacDonald

12/6/2023

Kevin D. MacDonald, L.S. 8431

Date

Michael Baker International
5 Hutton Centre Drive, Suite 500
Santa Ana, California 92707



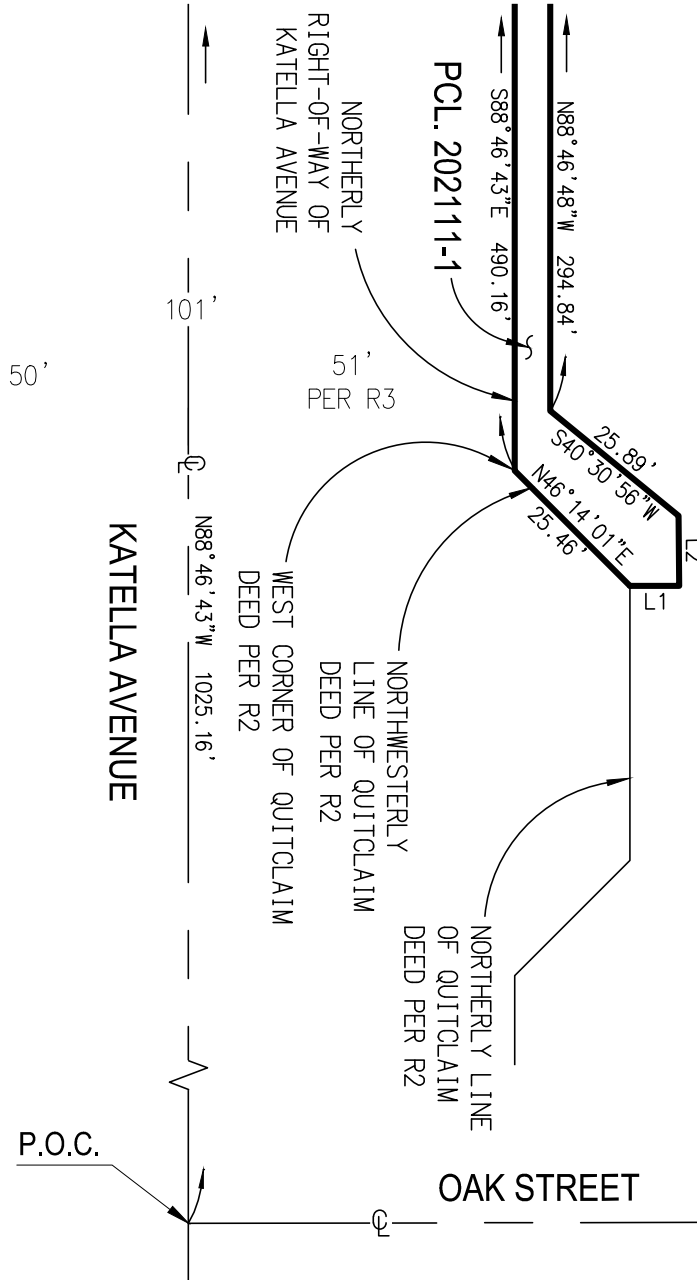
- SEE SHEET 2 -



PORTION OF LOT
6

TRACT NO. 945

M.M. 31/11-12



REFERENCES

- R1 BOOK 6239, PAGE 583, O.R.,
REC. 9/6/1962
- R2 INSTRUMENT NO.
2002001029010, O.R.,
REC. 11/15/2002
- R3 BOOK 8861, PAGE 997, O.R.,
REC. 1/31/1969

LEGEND

ACCESS PROHIBITED

CONTAINING:
PCL. 202111-1: 4,011 S.F.

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

COUNTY OF ORANGE
KATELLA AVENUE
FEE PARCEL 202111-1

LINE TABLE

NO.	BEARING	LENGTH
L1	N01°13'17"E	7.69'
L2	N89°20'24"W	10.95'

SHEET 1 OF 3 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

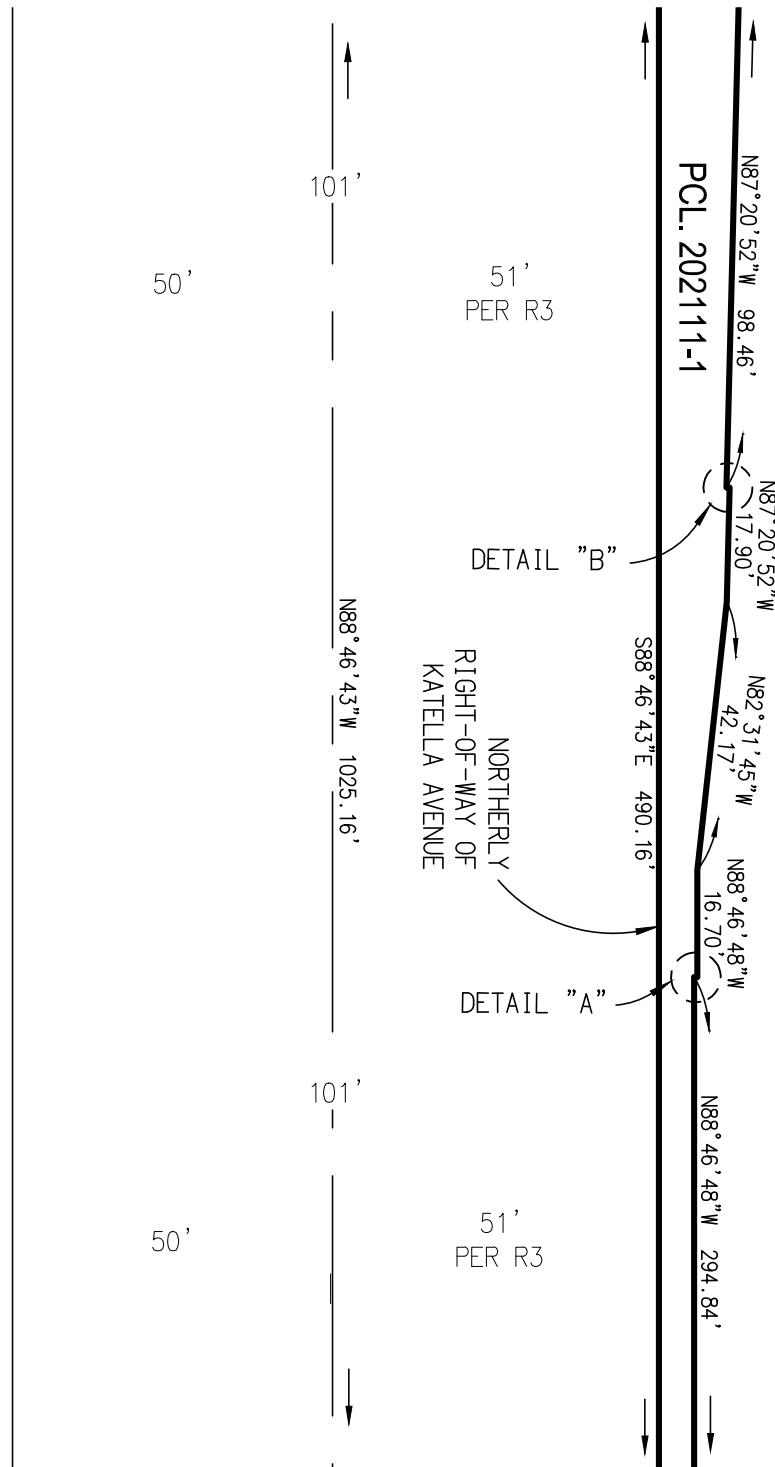
(949) 472-3505 · MBAKERINTL.COM

MARCH 8, 2023

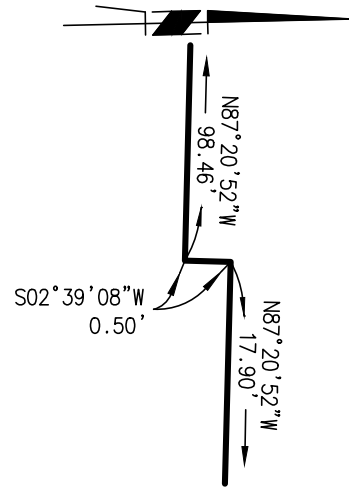
182437



- SEE SHEET 3 -

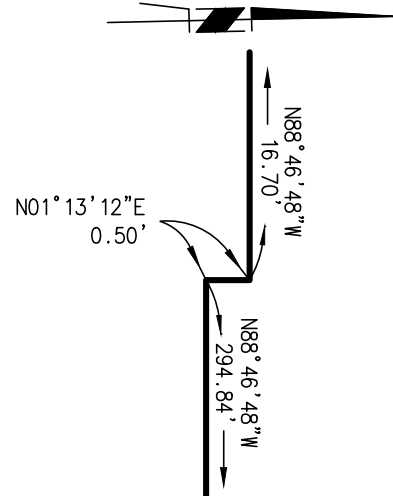


- SEE SHEET 1 -



DETAIL "B"
NOT TO SCALE

PORTION OF LOT 6
TRACT NO. 945
M.M. 31/11-12



DETAIL "A"
NOT TO SCALE

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

COUNTY OF ORANGE
KATELLA AVENUE TEMPORARY
FEE PARCEL 202111-1

REFERENCES

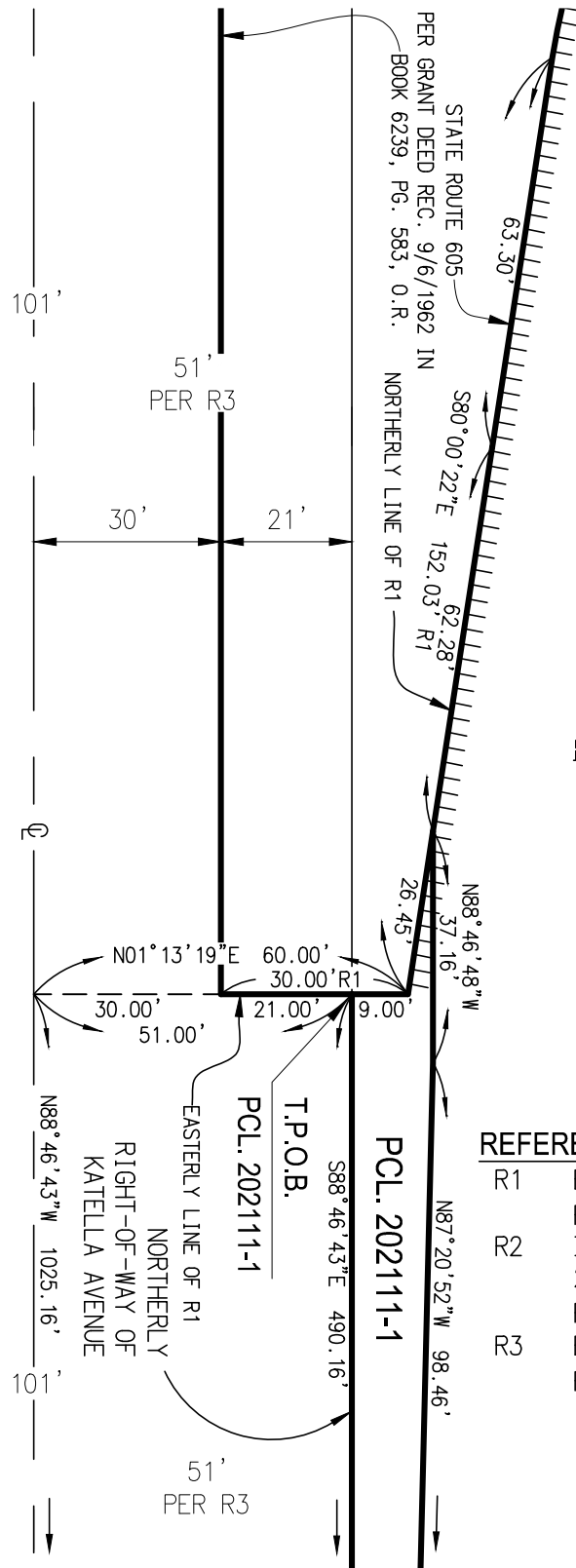
- R1 BOOK 6239, PAGE 583, O.R.,
REC. 9/6/1962
- R2 INSTRUMENT NO.
2002001029010, O.R.,
REC. 11/15/2002
- R3 BOOK 8861, PAGE 997, O.R.,
REC. 1/31/1969

SHEET 2 OF 3 SHEETS

Michael Baker
INTERNATIONAL
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
(949) 472-3505 · MBAKERINTL.COM
MARCH 8, 2023 182437



KATELLA AVENUE



PORTION OF LOT 6

TRACT NO. 945

M.M. 31/11-12

REFERENCES

- | | |
|----|---|
| R1 | BOOK 6239, PAGE 583, O.R.,
REC. 9/6/1962 |
| R2 | INSTRUMENT NO.
2002001029010, O.R.,
REC. 11/15/2002 |
| R3 | BOOK 8861, PAGE 997, O.R.,
REC. 1/31/1969 |

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

COUNTY OF ORANGE
KATELLA AVENUE TEMPORARY
FEE PARCEL 202111-1

- SEE SHEET 2 -

SHEET 3 OF 3 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

MARCH 8, 2023

182437

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11J

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Resolution No. 2024-09 - Orange County Housing Finance Trust

SUMMARY

This item recommends that the City of Los Alamitos join the Orange County Housing Finance Trust (OCHFT), a Joint Powers Authority (JPA) formed between Orange County cities and the County of Orange in 2019. Enacted by Assembly Bill 448, the OCHFT provides funding for residential developments that preserve and produce affordable and supportive housing. These funds improve the financial viability of individual housing projects and can also increase each project's competitiveness with state and federal funding sources. Additionally, OCHFT works with a variety of government and nonprofit entities to attract more state and federal housing funds to Orange County. Joining the OCHFT would support the City to achieve the stated goals and objectives of the 6th Cycle Housing Element.

RECOMMENDATION

1. Adopt Resolution No. 2024-09, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING, AUTHORIZING AND DIRECTING CITY EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE IN THE ORANGE COUNTY HOUSING FINANCE TRUST"; and,
2. Authorize the Mayor to execute the Orange County Housing Finance Trust Joint Exercise of Powers Agreement.

BACKGROUND

In June 2018, the Orange County Board of Supervisors approved a Housing Funding Strategy in response to the shortage of affordable housing in Orange County. Later that year, the Association of California Cities-Orange County worked with state legislators to pass Assembly Bill 448 to form the OCHFT as a JPA that pursues and provides affordable housing projects with critical gap financing.

There are 26 member cities in the OCHFT (attachment 1) out of a total of 34 cities in the County of Orange. Members include Aliso Viejo, Anaheim, Buena Park, Costa Mesa, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, La Habra, Lake Forest, Laguna Niguel, Mission Viejo, Newport Beach, Orange, Placentia, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Westminster, and Yorba Linda. In addition, the County of Orange is also a member.

The OCHFT is governed by a nine-member Board of Directors. According to the JPA by-laws

(Attachment 2), the Board is composed of two members of the Board of Supervisors of the County of Orange; two countywide elected officials; three city representatives, one each from the most highly populated city in each of the County's three Service Planning Areas (North, Central, and South); and two additional city council representatives selected by the City Selection Committee.

OCHFT Membership

The OCHFT does not build, own, or manage housing projects. OCHFT cannot require that housing projects be located in specific cities, require member cities to take an allocation of supportive housing units, or require that cities provide a local funding match. The OCHFT Board of Directors determines whether a funding application meets the Notice of Funding Availability criteria. Each local jurisdiction maintains land use control and processes the entitlement consistent with its zoning and municipal code requirements. Developers with affordable and supportive housing projects in member cities can apply to OCHFT for construction and/or permanent loans, currently offered at a three percent simple interest rate. Permanent residual receipt loan terms are 55 years, which is also the required affordability covenant period for borrowers.

DISCUSSION

Los Alamitos joining the OCHFT provides a tool to increase the supply of affordable housing in the city and the region. With membership, affordable housing developments located in Los Alamitos will be able to apply to OCHFT for capital, operating, and social services financial support for projects. By providing another source of gap financing and increasing local funding, OCHFT increases the competitiveness of affordable housing projects for state and federal funds. This coordinated approach is intended to bring back tax dollars to Orange County that would otherwise be distributed to other regions of California. Joining the OCHFT would support the approved City's Housing Element goals of encouraging more affordable and supportive housing, as well as the objective to secure state, federal, and local affordable housing funds and to assist in finding funding sources.

Since its formation in 2019, OCHFT has secured \$67.5 million in funding. In addition, the OCHFT has developed an innovative Accessory Dwelling Unit loan program to help homeowners and increase the supply of affordable units. In 2024, the OCHFT anticipates launching a revolving pre-development loan program to help cities and developers with a short-term loan that contributes to the acquisition and pre-development expenses for affordable housing projects.

The OCHFT work plan also includes an active partnership with local legislators to secure additional state and federal funding for Orange County's affordable and supportive housing projects. Presently, OCHFT distributes funding from three sources: State of California – Local Housing Trust Fund Program, County General Fund, Federal funding, CalOptima, SCAG and County Mental Health Services Act (MHSA). Among these sources, OCHFT membership is not required for MHSA funding applications.

FISCAL IMPACT

The JPA contains a provision that requires members to contribute towards the administrative expenses of OCHFT if sufficient grant funding is not obtained. Member cities were not required

to contribute funding for fiscal years 2021-2022, 2022-2023, and 2023-2024 because the OCHFT successfully secured grant funding to support the administrative portion of the budget. In 2020-2021, the Trust Board approved a membership cost allocation based on population. Those fees at that time were:

- Small City with less than 60,000 population = \$6,121
- Medium City between 60,000 and 95,000 population = \$12,242
- Large City with greater than 95,000 population = \$24,484

Variables affecting membership cost include the number of member cities, funding sources that can be used to cover administrative expenses, and the adopted administrative budget. If costs exceed a certain threshold, the City would have the option to terminate its membership. The City would maintain the right to withdraw from the JPA subject to a written resolution and by providing a six-month notice.

Attachment: 1. Resolution No. 2024-09 - OC Housing Finance Trust
 2. Exhibit A - Joint Exercise of Powers Agreement
 3. OC Housing Finance Trust Bylaws

RESOLUTION NO. 2024-

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, APPROVING,
AUTHORIZING AND DIRECTING CITY EXECUTION OF
THE JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO MEMBERSHIP IN THE IN THE ORANGE
COUNTY HOUSING FINANCE TRUST**

WHEREAS, The Orange County Housing Finance Trust (OCHFT) was formed in 2019 as a joint powers authority between the County of Orange and the cities throughout the county; and

WHEREAS, OCHFT was created for the purpose of funding housing specifically assisting the homeless population and persons and families of extremely low, very low, and low income within the County of Orange; and

WHEREAS, the City of Los Alamitos has determined through its 6th Cycle Housing Element Update that there is great need for more affordable and supportive housing in the City; and

WHEREAS, the City of Los Alamitos has determined that there are limited financial resources for affordable and supportive housing development and that additional local financing increases the competitiveness of individual projects for the State and Federal resources; and

WHEREAS, the City of Los Alamitos has determined that it is in the public interest and for the public benefit that the City become a member of the OCHFT in order to further facilitate the development of affordable and supportive housing in the City, including the financing of projects therefor by the OCHFT; and

WHEREAS, the City of Los Alamitos will be joining 25 members of the OCHFT in efforts to increase State and Federal resources for affordable and supportive housing directed to Orange County; and

WHEREAS, the OCHFT is authorized to issue grants and loans to developers for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of affordable and supportive housing; and

WHEREAS, the City of Los Alamitos anticipates that there will be affordable and supportive housing projects in need of financing located in the City of Los Alamitos.

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

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

SECTION 2. The City Council of the City of Los Alamitos hereby authorizes the City's membership in the Orange County Housing Finance Trust (OCHFT).

SECTION 3. The City Council of the City of Los Alamitos has reviewed and approves the Joint Exercise of Powers Agreement substantially in the form attached (Exhibit 1).

SECTION 4. The adoption of this Resolution shall not obligate the City of Los Alamitos or any department thereof to (i) provide any financing to acquire, construct or operate any project or any refinancing of any project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any project; (iii) make any contribution or advance any funds whatsoever to the OCHFT other than membership fees if OCHFT is unable to secure grant funding for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the OCHFT or its membership therein.

SECTION 5. The Mayor, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

SECTION 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the OCHFT:

Orange County Housing Finance Trust
Attn: Adam Eliason, Manager
1 League #62335
Irvine, CA 92602

PASSED, APPROVED, AND ADOPTED this 20th day of February 2024.

Jordan B. Nefulda, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of February, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

ORANGE COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

March 12, 2019

Submitting Agency/Department: OC COMMUNITY RESOURCES

Approve Orange County Housing Finance Trust Joint Powers Authority Agreement; and receive and file draft bylaws to facilitate the establishment of the Orange County Housing Finance Trust to provide and receive funds for housing the homeless population and persons and families of low income under certain conditions- All Districts

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED ☒ OTHER ☐

Unanimous ☒ (1) DO: Y (2) STEEL: Y (3) VACANT: (4) CHAFFEE: Y (5) BARTLETT: Y

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

- ☐ Resolution(s)
- ☐ Ordinances(s)
- ☐ Contract(s)

Item No. S22C

Special Notes:

Copies sent to:



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors , Orange County, State of California.
Robin Stieler, Clerk of the Board

By: _____
Deputy



County Executive Office

5220

Memorandum

March 7, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer *Magline*

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the March 12, 2019, Board Hearing.

Agency: OC Community Resources

Subject: Orange County Housing Finance Trust Joint Powers Authority Agreement

Districts: All Districts

Reason for supplemental: This item needs to go to the Board as a supplemental item to advance the progress made from the collaborative efforts of Orange County cities and the County of Orange towards the financing and continued development of supportive and affordable housing. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

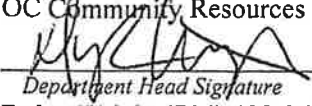
Concur:

Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

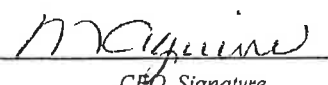


SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

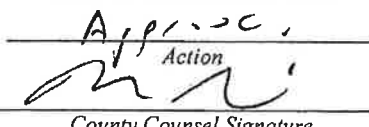
MEETING DATE: 3/12/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: 
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2788
 Julia Bidwell (714) 480-2991

SUBJECT: Orange County Housing Finance Trust Joint Powers Authority Agreement

CEO CONCUR


CEO Signature

COUNTY COUNSEL REVIEW


County Counsel Signature

CLERK OF THE BOARD
Discussion

3 Votes Board Majority

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: N/A

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: 6/12/2018 #S2A, 6/12/2018 #1

RECOMMENDED ACTION(S)

1. Approve the Orange County Housing Finance Trust Joint Powers Authority Agreement and delegate authority to the Chairwoman or her designee to sign and execute the Agreement upon the approval and signature of three cities within the Orange County within 12 months of this Agreement's approval by the Board of Supervisors.
2. Receive and file the draft bylaws, which are subject to formal adoption by the Orange County Housing Finance Trust's Board of Directors following its creation through the execution of the Orange County Housing Finance Trust Joint Powers Agreement by the County and three cities.

SUMMARY:

Approving the Orange County Housing Finance Trust Joint Powers Authority Agreement and receiving the draft bylaws will facilitate the establishment of the Orange County Housing Finance Trust to provide and receive funds for housing for the homeless population and persons and families of extremely low, very low and low income within the County of Orange.

public and private financing and funds. This Agreement allows OCHFT to consider the issuance of debt in the future through amendments to the Agreement.

The Agreement also preserves certain powers for the participating parties. The Agreement does not authorize OCHFT to do any of the following: (1) regulate land use in cities or in the unincorporated area of the County; (2) serve as an owner or operator of housing units, (3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project; (4) require or incentivize inclusionary zoning requirements; (5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs; (6) approve a housing project or program that is not supported by the governing body of the jurisdiction (a City or the County) in which the project is proposed to be sited; or (7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of the OCHFT.

The Agreement establishes a governing board comprised of two members of the Board of Supervisors, two county-wide elected officials and five city council members.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Orange County Housing Finance Trust Joint Powers Authority Agreement

Attachment B – Orange County Housing Finance Trust Joint Powers Authority Bylaws

Attachment C – Assembly Bill 448

Attachment D - Section 50093 of the Health and Safety Code



THIS INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST (DATE):

ROBIN STIELER
CLERK OF THE BOARD

ORIGINAL

CLERK OF THE BOARD
ORANGE COUNTY

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this 14 day of March, 2019 (the "Effective Date"), by and between the following public entities (collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.

B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.

C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.

D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.

E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.

F. California Government Code section 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.

G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust ("OCHFT"), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.

H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

J. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. Creation and Purpose.

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the "Orange County Housing Finance Trust." OCHFT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

(b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating OCFHT as a public entity separate from the Parties to: (i) exercise Common Powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination.

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

(b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT's activities.

Section 3. Powers and Duties of OCHFT.

(a) General Powers. OCHFT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the

purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

- (1) to make and enter into contracts;
- (2) to contract for staff assistance;
- (3) to sue and be sued in its own name;
- (4) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (6) to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
- (7) to carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (9) to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
- (10) to employ and compensate counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT in the accomplishment of the purposes of this Agreement;
- (11) to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by OCHFT in connection with the accomplishment of the purposes of this Agreement;
- (12) for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (14) to solicit charitable contributions from private sources;

(15) to propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) approve a housing project or program that is not supported by the governing body of the jurisdiction (a City or the County) in which the project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

Section 4. Members

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

Section 5. Board of Directors

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) Meetings of the Board of Directors.

(1) Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act.

(2) Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

(3) Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors.

(4) Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

(7) Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff.

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT shall be required to file an official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the

official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of OCHFT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of OCHFT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

(1) General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all of the Directors of the Board.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

(2) Annual Audit. The person appointed by the Board of Directors to perform the auditor function for OCHFT shall cause an annual independent audit of the accounts and records of OCHFT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

(3) Annual Financial Report. Pursuant to section 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of the Parties through formal action approving such an amendment by the Parties' respective governing bodies.

(b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of OCHFT.

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

Section 10. Admission and Withdrawal of Parties

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of OCHFT as set forth in Section 2 above.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

Santa Ana, California _____

(b) City of _____:

Section 12. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

(c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.

(d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

Dated: _____

COUNTY OF ORANGE, a political
subdivision of the State of California

By: *Jan A. Burley*
Chairwoman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Robert Stueler



Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE
TO BE GIVEN TO:

FRANK KIM
COUNTY EXECUTIVE OFFICER
10 Civic Center Plaza
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:
LEON PAGE
COUNTY COUNSEL

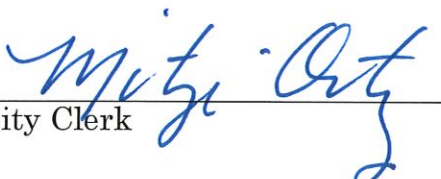
By: *[Signature]*
Mark Service, Supervising Deputy
Dated: March 7, 2015

CITY OF ALISO VIEJO

Dated: 7/17/19


By: Ross Chun, Mayor

ATTEST:


City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: David A. Doyle
City of Aliso Viejo
Street Address: 12 Journey, Suite 100
Aliso Viejo, CA 92656

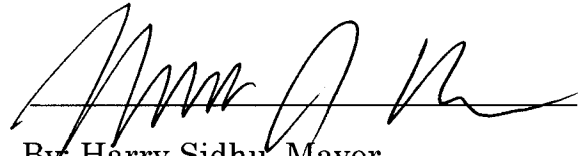
Phone: (949) 425-2510
Fax: (949) 425-3899

APPROVED AS TO FORM:

By:  for Scott Smith
City Attorney

CITY OF ANAHEIM

Dated: 10/28/2019


By: Harry Sidhu, Mayor

ATTEST:

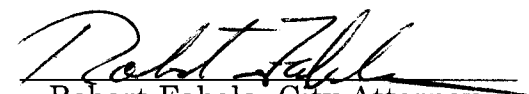

Theresa Bass, City Clerk 10/28/19

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Chris Zapata
City of Anaheim
200 S. Anaheim Boulevard, 7th Floor
Anaheim, CA 92805

Phone: (714) 765-5165
Fax: (714) 765-5164

APPROVED AS TO FORM:

By: 
Robert Fabela, City Attorney

CITY OF BUENA PARK

Dated: April 9, 2019

By: Jim Vanderpool, City Manager

ATTEST:

Adria M. Jimenez, MMC, City Clerk
Adria M. Jimenez, MMC, City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager: Jim Vanderpool
City of Buena Park
Street Address: 6650 Beach Boulevard
Buena Park, CA 90621

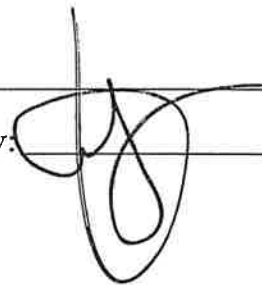
Phone: 714-562-3550
Fax: 714-562-3559

APPROVED AS TO FORM:

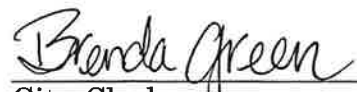
By: Christopher G. Cardinale
Christopher G. Cardinale
City Attorney

CITY OF Costa Mesa

Dated: 5-2-19

By:  _____, [Mayor]

ATTEST:



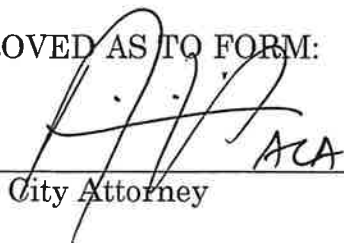
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: _____
City of Costa Mesa
Street Address: 77 Fair Drive
Costa Mesa, CA 92626

Phone: 714-754-5000
Fax: _____

APPROVED AS TO FORM:

By:  _____
City Attorney

CITY OF DANA POINT

Dated: May 22, 2019

Joe L. Muller
JOSEPH L. MULLER, MAYOR

ATTEST:

Kathy M. Ward
KATHY M. WARD, CITY CLERK

NOTICE TO BE GIVEN TO:

Mark Denny, City Manager
City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629

APPROVED AS TO FORM:

Patrick Munoz
By: Patrick Munoz, City Attorney

Dated: 6/18/19

CITY OF __Fountain Valley

Steve A. Nagel

Dated: 10-13-2021

By: Steve Nagel, Mayor

ATTEST:


Rick Miller, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Rob Houston
City of Fountain valley
Street Address: 10200 Slater Ave
Fountain Valley, CA 92708

Phone: 714-593-4445
Fax: 714-593-4494

APPROVED AS TO FORM:
Harper & Burns LLP

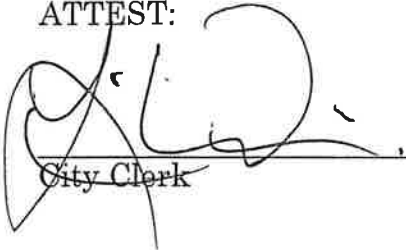
By: 
Colin Burns, City Attorney

CITY OF FULLERTON

Dated: 5-6-19


By: Jesus J. Silva, Mayor

ATTEST:

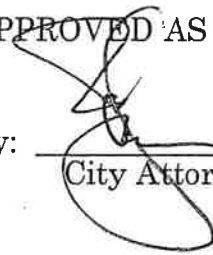

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Kenneth A. Domer
City of Fullerton
Street Address: 303 E. Commonwealth Avenue
Fullerton, CA 92832

Phone: 714-738-6310
Fax: 714-738-6758

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF GARDEN GROVE

Dated: 4/29/19

Steve Jones
By: Steve Jones, Mayor

ATTEST:

Diana Romero
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

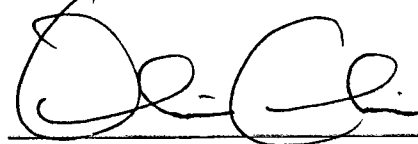
City Manager: Scott Stiles
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Phone: (714) 741-5100
Fax: (714) 741-5044

APPROVED AS TO FORM:

By: James H. [Signature]
City Attorney

CITY OF HUNTINGTON BEACH
REVIEWED AND APPROVED:



City Manager

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Oliver Chi
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Phone: 714-536-5202

Fax: 714-536-5233

APPROVED AS TO FORM:

City Attorney

Orange County Housing Finance Trust - Joint Powers Agreement Signature Page

COUNTERPART

CITY OF HUNTINGTON BEACH
REVIEWED AND APPROVED:

City Manager

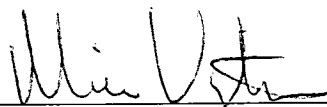
NOTICE TO CITY TO BE GIVEN TO:

City Manager: Oliver Chi
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Phone: 714-536-5202

Fax: 714-536-5233

APPROVED AS TO FORM:


City Attorney 

COUNTERPART

Orange County Housing Finance Trust - Joint Powers Agreement Signature Page

CITY OF LA HABRA

Dated: 6/17/2019

By: James Gomez, Mayor

ATTEST:

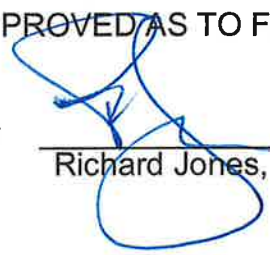

Laurie Swindell, CMC
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

JIM SADRO, CITY MANAGER
CITY OF LA HABRA
110 E. LA HABRA BLVD.
LA HABRA, CA 90631

PHONE: (562) 383-4010
FAX: (562) 383-4474

APPROVED AS TO FORM:

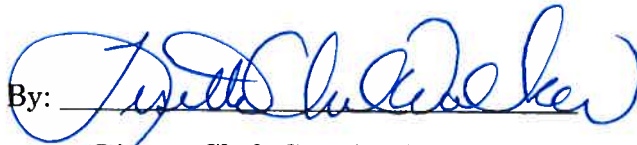
By: 
Richard Jones, City Attorney

CITY OF LAGUNA BEACH

Dated: 6-13-19

By: 
John Pietig, City Manager

ATTEST:

By: 
Lisette Chel, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

Assistant City Manager Christa Johnson
City of Laguna Beach
505 Forest Avenue
Laguna Beach, CA 92651

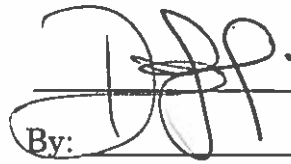
Phone: (949)497-0797
Fax: (949) 497-0771

APPROVED AS TO FORM:

By: 
Phil Kohn, City Attorney

CITY OF Laguna Hills

Dated: August 27, 2019


By: _____, [Mayor]
Don Sedgwick

ATTEST:


City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Don White
City of Laguna Hills
Street Address: 24035 El Toro Road
Laguna Hills, CA 92653

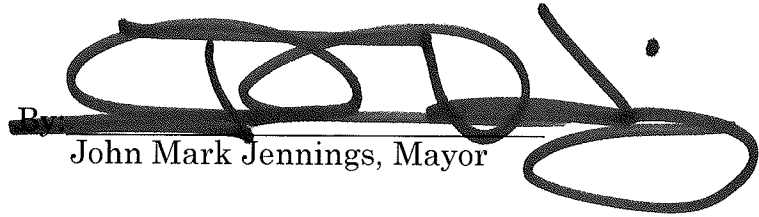
Phone: 949-707-2610
Fax: 949-707-2614

APPROVED AS TO FORM:

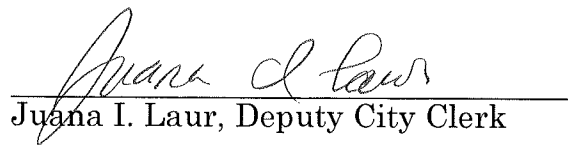
By: _____
City Attorney

CITY OF LAGUNA NIGUEL

Dated: April 16, 2019

By: 
John Mark Jennings, Mayor

ATTEST:


Juana I. Laur, Deputy City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Kristine Ridge
City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

Phone: 949-362-4300
Fax: 949-362-4340

APPROVED AS TO FORM:

By: 
Kevin G. Ennis, Esq., City Attorney

CITY OF LAKE FOREST

Dated: 2/19/2020


By: Neeki Moatazedi, Mayor

ATTEST:


Maria Huizar, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Debra D. Rose
City of Lake Forest
Street Address: 100 Civic Center Drive
Lake Forest, CA 92880

Phone: 949-461-3400
Fax: 949-461-3511

APPROVED AS TO FORM:

By: 
Matthew Richardson, City Attorney

Orange County Housing Finance Trust – Joint Powers Agreement Signature Page

CITY OF MISSION VIEJO

Dated: 5/7/19



By: Greg Rath, Mayor

ATTEST:



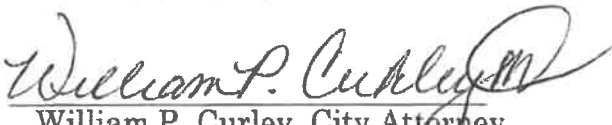
Karen Hamman, Secretary

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Dennis Wilberg
City of Mission Viejo
Street Address: 200 Civic Center
Mission Viejo, CA 92691

Phone: (949) 470-3051
Fax: (949) 859-1386

APPROVED AS TO FORM:

By: 

William P. Curley, City Attorney

CITY OF _____

Dated: 4-30-19

By: [Signature], [Mayor]

ATTEST:

[Signature]
City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager: Grace Leung
City of Newport Beach
Street Address: 100 Civic Center Dr.
Newport Beach, CA 92660

Phone: 949/644-3001
Fax: _____

APPROVED AS TO FORM:

By: [Signature] Volanda Summerhill
for City Attorney

Section 11(b). Notices.

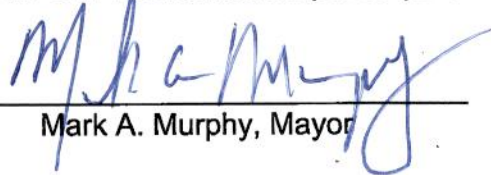
Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

City of Orange
Attention: City Manager
300 E. Chapman Avenue
Orange, CA 92866

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CITY"

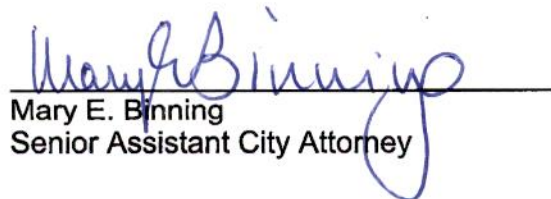
CITY OF ORANGE, a municipal corporation

By: 
Mark A. Murphy, Mayor

ATTEST:


Pamela Coleman, City Clerk

APPROVED AS TO FORM:


Mary E. Binning
Senior Assistant City Attorney

CITY OF PLACENTIA

Dated: Sept. 9, 2019

R. Shader

By: Rhonda Shader, Mayor

ATTEST:

Robert M. McKinnell

Robert M. McKinnell, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Administrator: Damien R. Arrula
City: Placentia
Street Address: 401 E. Chapman Ave
Placentia, CA 92870

Phone: (714) 993-8117
Fax: (714) 961-0283

APPROVED AS TO FORM:

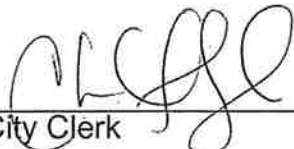
By: Christian Bettenhausen
Christian Bettenhausen, City Attorney

CITY OF SAN JUAN CAPISTRANO

Dated: 5-17-19


By: Benjamin Siegel, City Manager

ATTEST:


City Clerk *For*

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Benjamin Siegel
City of San Juan Capistrano
Street Address: 32400 Paseo Adelanto,
San Juan Capistrano, CA 92675

Phone: (949) 493-1172
Fax: (949) 493-1053

APPROVED AS TO FORM:

By: 
City Attorney

ATTEST




DAISY GOMEZ
CLERK OF THE COUNCIL

CITY OF SANTA ANA


Kristine Ridge
City Manager

APPROVED AS TO FORM
Sonia R. Carvalho
City Attorney


Ryan O. Hodge
Assistant City Attorney

RECOMMENDED FOR APPROVAL


Steven A. Mendoza
Executive Director
Community Development Agency

CITY OF STANTON

Dated: June 25, 2019

David John Shawver
By: David J. Shawver, [Mayor]

ATTEST:

[Signature]
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Jarad L. Hildenbrand
City of Stanton
Street Address: 7800 Katella Avenue
Stanton, CA 90680

Phone: (714) 890-4277
Fax: (714) 890-1443

APPROVED AS TO FORM:

By: [Signature]
City Attorney

DATED: May 7, 2019

“CITY”

CITY OF TUSTIN

BY: Charles E. Puckett
CHARLES E. PUCKETT
MAYOR

APPROVED AS TO FORM

BY: David E. Kendig
DAVID E. KENDIG,
CITY ATTORNEY

ATTEST

BY: Erica N. Yasuda
ERICA N. YASUDA,
CITY CLERK

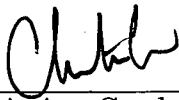
CITY OF WESTMINSTER

Dated: _____



By: Tri Ta, Mayor

ATTEST:



Christine Cordon, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

Eddie Manfro, City Manager
City of Westminster
8200 Westminster Blvd
Westminster, CA 92683

Phone: (714) 548-3172

APPROVED AS TO FORM:

By: 

City Attorney

CITY OF IRVINE

Dated: October 11, 2022



By: Farrah N. Khan

ATTEST:

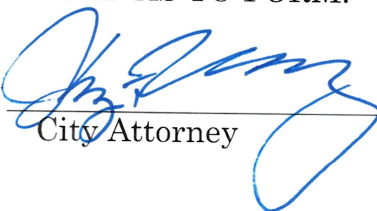

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Oliver C. Chi
City of Irvine
Street Address: 1 Civic Center Plaza
Irvine, CA 92606

Phone: 949-724-6901
Fax: 949-724-6045

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF YORBA LINDA

Dated: 12-6-22

Carlos Rodriguez
By: Carlos Rodriguez, Mayor

ATTEST:

Marcia Brown
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Mark Pulone
City of Yorba Linda
Street Address: 4845 Casa Loma Avenue
Yorba Linda, CA 92886

Phone: 714-961-7110
Fax: 714-993-7530

APPROVED AS TO FORM:

By: Todd G. [Signature]
City Attorney

ORANGE COUNTY

HOUSING FINANCE TRUST

Bylaws

**APPROVED BY THE
ORANGE COUNTY HOUSING FINANCE TRUST
BOARD OF DIRECTORS
ON AUGUST 30, 2019
UPDATED SEPTEMBER 15, 2020**

TABLE OF CONTENTS

PART 1.	INTRODUCTION	3
SECTION 1.01	AUTHORIZING LEGISLATION	3
SECTION 1.02	OCHFT MISSION AND VISION	3
SECTION 1.03	OCHFT GUIDING PRINCIPLES.....	4
PART 2.	BYLAWS	5
ARTICLE 1	NAME	5
ARTICLE 2	MEMBERSHIP AND PURPOSE	5
ARTICLE 3	BOARD OF DIRECTORS	6
ARTICLE 4	DUTIES OF OFFICERS AND BOARD MEMBERS	8
ARTICLE 5	MEETINGS	9
ARTICLE 6	FINANCIAL REVIEW AND OVERSIGHT	10
ARTICLE 7	OCHFT Board CODE OF CONDUCT	10

Part 1 – Introduction to the Orange County Housing Finance Trust (OCHFT)

1.01 Establishment

Chapter 336 of the California Statutes of 2018 (AB 448, 2018, Quirk-Silva, Daly, and Moorlach) was entered into law on September 11, 2018. Chapter 336 authorized the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust, which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; (2) receive public and private financing and funds; and (3) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Orange County Housing Finance Trust.

The OCHFT was established on March 12, 2019 by the execution of the Joint Exercise of Powers Agreement (the “Agreement”) by and between the Cities of Fullerton, Newport Beach, Garden Grove, San Juan Capistrano, and Costa Mesa (collectively, the “Cities”) and the County of Orange (the “County”). These Bylaws were adopted by OCHFT’s Board of Directors and provide for the organization and administration of OCHFT. These By-Laws supplement the Agreement.

1.02 OCHFT Guiding Vision and Mission

Following the passage of AB 448, the County of Orange and ACC-OC formed a collaborative working group to establish the OCHFT. As such, the working group, comprised of elected officials and staff from both the County and Cities worked to create the guiding vision and mission as follows:

The vision of OCHFT is to provide innovative financial solutions for the humanitarian crisis of homelessness in our local communities.

The mission of OCHFT is to strengthen the communities in Orange County by financing the development of housing for homeless and low-income individuals and families.

1.03 - OCHFT Guiding Principles

The guiding principles of the OCHFT:

1. Implement the findings and declarations of AB 448.
2. Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

3. Retain local control and the ability for local governments to use OCHFT funding for housing solutions when needed, or to participate within the region as a whole.
4. Demonstrate accountability and transparency for members of the JPA and the public.
5. Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of funds public and private, when available, and to efficiently accelerate housing for low, very low and extremely low income individuals and families.
6. Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
7. Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
8. Serve the region's needs geographically by (1) extremely low, very low, low income, and supportive housing types and (2) by population.
9. Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
10. Provide access to funding to ensure that Orange County receives the maximum benefit for the resources provided.
11. Incorporate County's Coordinated Entry System in conjunction with the cities' locally-driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

Part 2 – Bylaws of the OC Housing Finance Trust

ARTICLE I - Name

The name of this entity shall be the “Orange County Housing Finance Trust” or “OCHFT” in these Bylaws.

ARTICLE II – Membership and Purpose

Section A: OCHFT Membership

OCHFT is comprised of the County of Orange and the cities have executed OCHFT's Joint Powers Agreement (see Exhibit ____). The Agreement may be amended from time to time, as needed, and is incorporated herein subject to those amendments.

Section B: Purposes, Functions and Preclusions

The vision of OCHFT shall be to provide innovative financial solutions for the humanitarian crisis of homelessness in our local communities, in furtherance of OCHFT's mission as stated in *Part 1, Introduction*. More specifically, the purpose and functions of OCHFT shall be:

1. To fund the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, housing that includes supportive services;
2. To receive public and private financing and funds;
3. To follow annual financial reporting and auditing requirements that maximize transparency and maximize public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the Orange County Housing Finance Trust; and
4. To comply with the regulatory guidelines of each specific state and federal funding source received.

OCHFT is specifically precluded from:

1. Regulating land use in cities or in the unincorporated area of the County of Orange.
2. Serving as an owner or operator of housing units.
3. Exercising any authority to levy, or advocate or incentivize the levying of, any fee, charge, dedication, reservation, tax assessment, or other exaction related to development projects.
4. Requiring or incentivizing inclusionary zoning requirements. The power to adopt inclusionary zoning ordinances remain with the entities that possess land use and planning authority.

5. Providing OCHFT funding for a project that is opposed by the elected body (if within an incorporated area, the City Council, or if in an unincorporated area, the Orange County Board of Supervisors) in which the project is proposed to be located.

ARTICLE III – Board of Directors

Section A: OCHFT Board of Directors

1. All members of the Board of Directors must be from a member of the governing board of a party to the Agreement.
2. Board of Directors. The nine (9) voting members of the Board of Directors of OCHFT shall be as described below. Each member shall be entitled to one (1) vote on the Board:

a) County Representatives (4):

- i. Two members of the Board of Supervisors of the County of Orange, selected by the Board of Supervisors; and
- ii. Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

A city member within each Service Planning Area with a population larger than a current appointee under Section A.2 (b)(i)-(iii), shall be seated to the Board of Directors at the end of the term of the currently seated Director for that Service Planning Area.

b) City Representatives (5):

- i. One City Council member for the city member with the greatest population in the North Region Service Planning Area as measured in the most recent decennial census.
- ii. One City Council member for the city member with the greatest population in the Central Region Service Planning Area as measured in the most recent decennial census.
- iii. One City Council member for the city member with the greatest

population in the South Region Service Planning Area as measured in the most recent decennial census.

iv. One City Council member from a city member with a population of over 60,000 persons as measured in the most recent decennial census; and

v. One City Council member from a city member with a population of under 60,000 persons as measured in the most recent decennial census.

The selection of Directors under categories iv. and v., above, shall be made by the City Selection Committee from votes cast by eligible city members in each respective category on a one-city-one-vote basis and who are not already represented pursuant to Section A.2, subdivisions (b) (i), (b) (ii), and (b) (iii).

3. Advisory Board (7). An advisory board consisting of the following members shall advise the Board of Directors with respect to all matters that OCHFT Board of Directors has taken in furtherance of OCHFT's purpose as expressed in the Agreement:

- a) One Member who also serves on the Orange County Continuum of Care Board;
- b) Three (3) members who are city managers or assistant city managers, whose cities are not represented on the Board of Directors, with these three members representing cities in each of the three Service Planning Areas or their successor delineation;
- c) The Chief Executive Officer of the County of Orange, or his or her designee;
- d) A police chief (or his or her designee); and
- e) A city from a Housing Authority in Orange County, which receives Housing Choice Voucher funding and which is not otherwise represented as a city on the Board of Directors.

4. All Advisory Board members are entitled to attend all OCHFT regular and special meetings and to fully participate in such meetings, but cannot vote on project applications or amendments to OCHFT bylaws, rules, or procedures.

5. Advisory Board members need not be elected officials.

Section B: Selection of Advisory Board Members

Appointments to the Advisory Board shall be as follows:

1. A majority of the Orange County Continuum of Care Board shall appoint the representative from the Orange County Continuum of Care Board;

2. The Orange County City Managers Association shall select the three City Manager or Assistant City Manager representatives; and
3. The Orange County Police Chiefs Association shall select the Police Chief representative.
4. The Trust Manager, with ratification by a majority of the Orange County Housing Finance Trust Board, shall select a representative from a City member, whose Housing Authority receives Housing Choice Voucher funding and which is not otherwise represented on the Board of Directors.

Section C: Terms and Vacancies

1. Board of Directors: Terms of office for members of the Board of Directors shall be for two (2) years. A Board of Director's seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member's seat shall be deemed vacant if he or she fails to attend three consecutive regular or special meetings, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

Section D. Board of Director Officers

The Board of Directors shall select a Chair and a Vice-Chair on an annual basis at the first meeting after the start of the fiscal year. Only members of the Board of Directors may serve as Chair or Vice-Chair. If a County representative is the Chair for any one period, a City representative shall serve as Vice-Chair. If a City representative is Chair for any one period, a County representative shall serve as Vice-Chair.

ARTICLE IV – Duties of Officers and Board Members

Section A: Duties of the Chair and Vice-Chair

It shall be the duty of the Chair to preside at the meetings of the OCHFT. In the Chair's absence, the Vice-Chair shall preside at the meetings of the OCHFT.

Section B: Duties of the Board of Director Members:

1. Meet when called by the Chair to plan and coordinate the business and proposed activities of OCHFT;
2. Review and consider applications for project funding;
3. Review and consider OCHFT's financial information, including the Annual Financial Report, any related independent audit, and the OCHFT's annual budget; and
4. Serve on subcommittees or task forces when appropriate.

Section C: Formation of Subcommittees

The Board may create subcommittees or task forces to accomplish the goals and purposes of OCHFT.

ARTICLE V – Meetings

Section A: Regular Meetings

Regular meetings of OCHFT's Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

Section B: Special Meetings

Special meetings of OCHFT may be held at any time upon call of the Chair, provided that the special meetings' noticing and agenda complies with the Ralph M. Brown Act.

Section C: Quorum

A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place.

Section D: Voting on Project Funding

1. The Board should strive to attain a unanimous decision on all projects which receive funding from OCHFT; however
2. Every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section E: Voting on Amending OCHFT's Bylaws, Principles, or Procedures

1. Amendments to OCHFT's Bylaws, Principles or Procedures shall be considered at a regular meeting, and shall comply with the Ralph M. Brown Act.
2. An amendment to these Bylaws is deemed approved following a majority vote of the Board of Directors.

Section F: Minutes

The Clerk of the Board shall take minutes for OCHFT. A previous meeting's minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

Section G: Meeting Procedure

The conduct of meetings shall be governed by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

Section H: Location of Meetings

The Board must meet in publicly-accessible places typical for hosting public meetings, such as Council Chambers, city community rooms, or County board or conference rooms.

ARTICLE VI – Financial Review and Oversight

Section A: Annual Financial Report

1. The Board shall ensure that an Annual Financial Report is prepared, reviewed, adopted and made public annually, to ensure transparency and demonstrate actions that have furthered the purposes of OCHFT.
2. As a part of the development of the Annual Financial Report, the Board shall engage an independent auditor to complete an independent financial audit of OCHFT's operations. The audit must be provided to the public, and the auditor must report all findings to the Board in a public meeting.

Section B: Budget

The Annual Budget of OCHFT shall be reviewed and approved by the Board of Directors in May or June of each year, in advance of the start of OCHFT's next Fiscal Year.

Section C: OCHFT Fiscal Year

The fiscal year of OCHFT shall be from July 1 to June 30 of each year.

ARTICLE VII – OCHFT Board Code of Conduct

This OCHFT Board Code of Conduct represents OCHFT’s commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. OCHFT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity and productivity. OCHFT will act in accordance with federal, state, and local laws and regulations.

Section A: Compliance with Policies

1. Members of the Board of Directors and Advisory Board will conduct the OCHFT business in accordance with the Agreement and the bylaws of OCHFT, including conflict of interest policies.

Section B: Conflicts of Interest

1. The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the “Act”), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090.
3. Members of the Board of Directors and Advisory Board are required to file a Statement of Economic Interest (Form 700) in the disclosure category as designated on the OCHFT Conflict of Interest Code.

Section C: Confidentiality

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the OCHFT. This includes but is not limited to information about applications for funding, OCHFT members and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted. Notwithstanding the foregoing, when applicable, the California Public Records Act and Ralph M. Brown Act apply to the OCHFT.

Section D: Gifts or Honoraria

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors or personal rewards intended to influence OCHFT decisions or activities.

Section G: Harassment

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from OCHFT Board.

Section H: Laws and Regulations

OCHFT business will be conducted in a manner that reflects the highest standards and in accordance with all federal, state, and local laws and regulations.

EXHIBIT "A"

ORANGE COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

March 12, 2019

Submitting Agency/Department: OC COMMUNITY RESOURCES

Approve Orange County Housing Finance Trust Joint Powers Authority Agreement; and receive and file draft bylaws to facilitate the establishment of the Orange County Housing Finance Trust to provide and receive funds for housing the homeless population and persons and families of low income under certain conditions- All Districts

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED ☒ OTHER ☐

Unanimous ☒ (1) DO: Y (2) STEEL: Y (3) VACANT: (4) CHAFFEE: Y (5) BARTLETT: Y

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

- ☐ Resolution(s)
- ☐ Ordinances(s)
- ☐ Contract(s)

Item No. S22C

Special Notes:

Copies sent to:



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors , Orange County, State of California.
Robin Stieler, Clerk of the Board

By: _____
Deputy



County Executive Office

5220

Memorandum

March 7, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer *Magline*

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the March 12, 2019, Board Hearing.

Agency: OC Community Resources

Subject: Orange County Housing Finance Trust Joint Powers Authority Agreement

Districts: All Districts

Reason for supplemental: This item needs to go to the Board as a supplemental item to advance the progress made from the collaborative efforts of Orange County cities and the County of Orange towards the financing and continued development of supportive and affordable housing. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

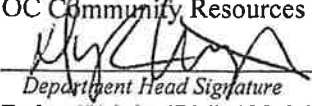
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

Agenda Item 322C
Clerk's Use Only

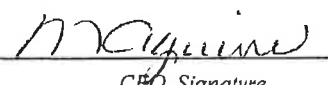
MEETING DATE: 3/12/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: 
DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2788
Julia Bidwell (714) 480-2991

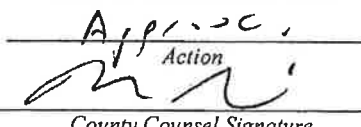
SUBJECT: Orange County Housing Finance Trust Joint Powers Authority Agreement

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion


CEO Signature


County Counsel Signature

3 Votes Board Majority

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: N/A

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: 6/12/2018 #S2A, 6/12/2018 #1

RECOMMENDED ACTION(S)

1. Approve the Orange County Housing Finance Trust Joint Powers Authority Agreement and delegate authority to the Chairwoman or her designee to sign and execute the Agreement upon the approval and signature of three cities within the Orange County within 12 months of this Agreement's approval by the Board of Supervisors.
2. Receive and file the draft bylaws, which are subject to formal adoption by the Orange County Housing Finance Trust's Board of Directors following its creation through the execution of the Orange County Housing Finance Trust Joint Powers Agreement by the County and three cities.

SUMMARY:

Approving the Orange County Housing Finance Trust Joint Powers Authority Agreement and receiving the draft bylaws will facilitate the establishment of the Orange County Housing Finance Trust to provide and receive funds for housing for the homeless population and persons and families of extremely low, very low and low income within the County of Orange.

public and private financing and funds. This Agreement allows OCHFT to consider the issuance of debt in the future through amendments to the Agreement.

The Agreement also preserves certain powers for the participating parties. The Agreement does not authorize OCHFT to do any of the following: (1) regulate land use in cities or in the unincorporated area of the County; (2) serve as an owner or operator of housing units, (3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project; (4) require or incentivize inclusionary zoning requirements; (5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs; (6) approve a housing project or program that is not supported by the governing body of the jurisdiction (a City or the County) in which the project is proposed to be sited; or (7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of the OCHFT.

The Agreement establishes a governing board comprised of two members of the Board of Supervisors, two county-wide elected officials and five city council members.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Orange County Housing Finance Trust Joint Powers Authority Agreement

Attachment B – Orange County Housing Finance Trust Joint Powers Authority Bylaws

Attachment C – Assembly Bill 448

Attachment D - Section 50093 of the Health and Safety Code



THIS INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST (DATE):

ROBIN STIELER
CLERK OF THE BOARD

ORIGINAL

CLERK OF THE BOARD
ORANGE COUNTY

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this 14 day of March, 2019 (the "Effective Date"), by and between the following public entities (collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.

B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.

C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.

D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.

E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.

F. California Government Code section 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.

G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust ("OCHFT"), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.

H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

J. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. Creation and Purpose.

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the "Orange County Housing Finance Trust." OCHFT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

(b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating OCFHT as a public entity separate from the Parties to: (i) exercise Common Powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination.

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

(b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT's activities.

Section 3. Powers and Duties of OCHFT.

(a) General Powers. OCHFT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the

purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

- (1) to make and enter into contracts;
- (2) to contract for staff assistance;
- (3) to sue and be sued in its own name;
- (4) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (6) to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
- (7) to carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (9) to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
- (10) to employ and compensate counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT in the accomplishment of the purposes of this Agreement;
- (11) to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by OCHFT in connection with the accomplishment of the purposes of this Agreement;
- (12) for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (14) to solicit charitable contributions from private sources;

(15) to propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) approve a housing project or program that is not supported by the governing body of the jurisdiction (a City or the County) in which the project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

Section 4. Members

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

Section 5. Board of Directors

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) Meetings of the Board of Directors.

(1) Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act.

(2) Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

(3) Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors.

(4) Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

(7) Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff.

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT shall be required to file an official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the

official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of OCHFT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of OCHFT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

(1) General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all of the Directors of the Board.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

(2) Annual Audit. The person appointed by the Board of Directors to perform the auditor function for OCHFT shall cause an annual independent audit of the accounts and records of OCHFT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

(3) Annual Financial Report. Pursuant to section 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of the Parties through formal action approving such an amendment by the Parties' respective governing bodies.

(b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of OCHFT.

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

Section 10. Admission and Withdrawal of Parties

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of OCHFT as set forth in Section 2 above.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

Santa Ana, California _____

(b) City of _____:

Section 12. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

(c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.

(d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

Dated: _____

COUNTY OF ORANGE, a political
subdivision of the State of California

By: *Jan A. Burdick*
Chairwoman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Robert Stueler



Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE
TO BE GIVEN TO:

FRANK KIM
COUNTY EXECUTIVE OFFICER
10 Civic Center Plaza
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:
LEON PAGE
COUNTY COUNSEL

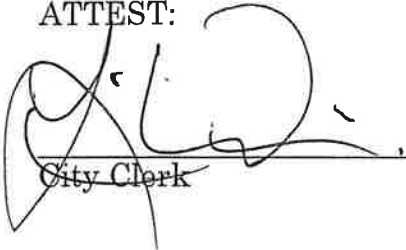
By: *[Signature]*
Mark Serino, Supervising Deputy
Dated: March 7, 2015

CITY OF FULLERTON

Dated: 5-6-19


By: Jesus J. Silva, Mayor

ATTEST:

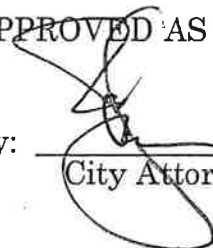

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Kenneth A. Domer
City of Fullerton
Street Address: 303 E. Commonwealth Avenue
Fullerton, CA 92832

Phone: 714-738-6310
Fax: 714-738-6758

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF _____

Dated: 4-30-19

By: [Signature], [Mayor]

ATTEST:

[Signature]
City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager: Grace Leung
City of Newport Beach
Street Address: 100 Civic Center Dr.
Newport Beach, CA 92660

Phone: 949/644-3001
Fax: _____

APPROVED AS TO FORM:

By: [Signature] Volanda Summerhill
for City Attorney

CITY OF GARDEN GROVE

Dated: 4/29/19

Steve Jones
By: Steve Jones, Mayor

ATTEST:

Diana Romero
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Scott Stiles
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Phone: (714) 741-5100
Fax: (714) 741-5044

APPROVED AS TO FORM:

By: James H. [Signature]
City Attorney

CITY OF SAN JUAN CAPISTRANO

Dated: 5-17-19


By: Benjamin Siegel, City Manager

ATTEST:


City Clerk For

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Benjamin Siegel
City of San Juan Capistrano
Street Address: 32400 Paseo Adelanto,
San Juan Capistrano, CA 92675

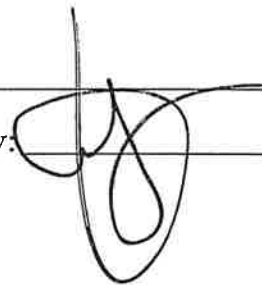
Phone: (949) 493-1172
Fax: (949) 493-1053

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF Costa Mesa

Dated: 5-2-19

By:  _____, [Mayor]

ATTEST:

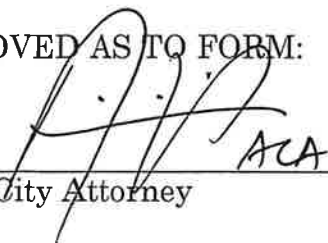
Brenda Green
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: _____
City of Costa Mesa
Street Address: 77 Fair Drive
Costa Mesa, CA 92626

Phone: 714-754-5000
Fax: _____

APPROVED AS TO FORM:

By:  _____
City Attorney

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11K

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Cooperative Agreement with Orange County Transportation Authority (OCTA) for Countywide Signal Synchronization Baseline Project

SUMMARY

This Cooperative Agreement between the City and OCTA establishes the responsibilities of each agency to develop and implement inter-jurisdictional traffic signal synchronization along various corridors within Los Alamitos as part of a countywide effort to enhance traffic flow and reduce congestion.

RECOMMENDATION

Authorize the City Manager to execute the Cooperative Agreement with Orange County Transportation Authority for the Countywide Signal Synchronization Baseline Project.

BACKGROUND

The Orange County Transportation Authority's (OCTA) Measure M2 Regional Traffic Signal Synchronization Program (Project P), through an annual call for regional corridor projects, has been successful in retiming over two thousand signals in Orange County since 2011. In the past three years, Katella Avenue, through the City of Los Alamitos, selected for competitive Project P grant funding, synchronized and re-timed all traffic signals between I-605 to Winner Circle. Projects funded through Project P have improved travel times, reduced delays, and congestion. However, an arterial corridor experiences the most benefits immediately following a re-timing. However, since the re-timing optimized for the current traffic conditions, with traffic patterns and volumes fluctuations throughout the years, these timing plans become less effective. Therefore, it is best practice to periodically re-synchronize traffic signals to ensure operational efficiency and adjust for changes in traffic.

DISCUSSION

The OCTA aims to build and reset the synchronization baseline for Orange County's Signal Synchronization Network (SSN) through the Countywide Signal Synchronization Baseline Project. This project ensures that the timing of all signals on the SSN are revisited on a consistent basis rather than relying on an overdue corridor to be nominated by participating agencies. OCTA has engaged all thirty-four local cities, the County of Orange, the California Department of Transportation (Caltrans), and the Orange County Fire Authority (OCFA) as participants in this countywide project.

The project will accomplish the following:

1. Set a Countywide Signal Synchronization Baseline by re-timing 2,500 Orange County signals along significant regional corridors to avoid any crossing coordination conflicts and ensure signal timing based on current traffic volumes.
2. Separate Orange County into zones with signals and corridor segments grouped based on traffic congestion to facilitate implementation.
3. Transition from a corridor-based to a zone-based approach that is re-timed on a regular basis to minimize conflicts with crossing corridors. Monitor the performance of the signals in the interim and enhance upcoming re-timing efforts to maximize the benefits of the zone-based approach.

The cooperative agreement describes the duties and responsibilities between OCTA and the City of Los Alamitos on the Countywide Signal Synchronization Baseline Project for the next five years. By entering into the cooperative agreement, the City would agree to support OCTA's countywide efforts by providing requested existing traffic signal data and plans, committing staff time to review recommended timing plans, and overall participation in implementing the Countywide Signal Synchronization Baseline Project (Project). OCTA will be the lead and implementing agency for the Project. OCTA will procure and manage a consultant to collect any necessary traffic data and develop and implement synchronized timing plans. There is no funding obligation for the City to participate other than staff time as needed.

FISCAL IMPACT

None.

Attachment: 1. Cooperative Agreement with OCTA

1 **COOPERATIVE AGREEMENT NO. C-3-2425**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITY OF LOS ALAMITOS**

6 **FOR**

7 **COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

8 **THIS COOPERATIVE AGREEMENT** (Agreement), is effective this _____ day of
9 _____, 2024 ("Effective Date"), by and between the Orange County Transportation
10 Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation
11 of the State of California (herein referred to as "AUTHORITY") and the City of Los Alamitos, a municipal
12 corporation duly organized and existing under the constitution and laws of the State of California
13 ("PARTICIPATING AGENCY"), each individually known as "Party" and collectively known as "Parties".

14 **RECITALS:**

15 **WHEREAS**, the AUTHORITY in cooperation with the PARTICIPATING AGENCY is working
16 together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed
17 Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) to enhance countywide
18 traffic flow and reduce congestion; and

19 **WHEREAS**, the AUTHORITY completed a Countywide Signal Synchronization Plan Study
20 (hereinafter, "PLAN STUDY") in support of the RTSSP and received authorization from the
21 AUTHORITY's Board of Directors on March 14, 2022, to update the Traffic Signal Synchronization Master
22 Plan in accordance with the PLAN STUDY recommendations; and

23 **WHEREAS**, the AUTHORITY secured Congestion Mitigation and Air Quality ("CMAQ") funds for
24 the implementation of a Countywide Signal Synchronization Baseline Project (hereinafter, "PROJECT")
25 as presented in the PLAN STUDY; and

26 /

**COOPERATIVE AGREEMENT NO. C-3-2425
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 **WHEREAS**, the AUTHORITY intends to release a request for proposals to secure a consultant
2 ("CONSULTANT") to implement the PROJECT; and

3 **WHEREAS**, based on the PLAN STUDY the AUTHORITY agrees to act as the implementing
4 agency to carry out the PROJECT; and

5 **WHEREAS**, the PROJECT will include approximately 2,500 traffic signalized intersections
6 along regionally significant corridors within Orange County; and

7 **WHEREAS**, approximately 18 PARTICIPATING AGENCY-owned and operated signalized
8 intersections will be included as part of the PROJECT; and

9 **WHEREAS**, the PROJECT will include all 34 Orange County cities and the County of Orange;
10 and

11 **WHEREAS**, the AUTHORITY will enter into a separate cooperative agreement with each
12 participating agency in each jurisdiction for implementation of the PROJECT; and

13 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCY acknowledges and
14 understands that in-house resources (staff hours) from the PARTICIPATING AGENCY will provide
15 various services in support of the PROJECT; and

16 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCY desire to enter into this
17 Agreement to implement the PROJECT in support of the RTSSP ; and

18 **WHEREAS**, this Agreement defines the specific terms and conditions, and between the
19 AUTHORITY and the PARTICIPATING AGENCY for the implementation of the PROJECT; and

20 **WHEREAS**, the PARTICIPATING AGENCY's City Council approved this Agreement on the
21 ____ day of _____, 202____.

22 **NOW, THEREFORE**, it is mutually understood and agreed by the AUTHORITY and the
23 PARTICIPATING AGENCY as follows:

24 /

25 /

26 /

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this Agreement between the AUTHORITY and the PARTICIPATING AGENCY and supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. The AUTHORITY's failure to insist on any instance(s) of the PARTICIPATING AGENCY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and the PARTICIPATING AGENCY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the AUTHORITY except when specifically confirmed in writing by an authorized representative of the AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. The PARTICIPATING AGENCY's failure to insist on any instance(s) of the AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the PARTICIPATING AGENCY's right to such performance or to future performance of such term(s) or condition(s), and the AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the PARTICIPATING AGENCY except when specifically confirmed in writing by an authorized representative of the PARTICIPATING AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

/

/

/

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the subjects and PROJECT addressed herein. The Parties agree that each will cooperate and coordinate with the other Party in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

The AUTHORITY, as the lead agency, agrees to the following responsibilities for the implementation of the PROJECT:

A. To designate a Project Manager as a single point of contact for the Project.

B. The AUTHORITY, or agents of the AUTHORITY, shall manage, procure, implement, and complete all aspects of the PROJECT, including filing all documentation necessary to comply with the Congestion Mitigation and Air Quality (CMAQ) funding for the PROJECT.

C. The AUTHORITY, or agents of the AUTHORITY, shall coordinate outreach with the PARTICIPATING AGENCY for the PROJECT.

D. The AUTHORITY, or agents of the AUTHORITY, shall collect all data necessary to provide new optimized timing plans including, but not limited to, manual or video all movement counts at each PROJECT signalized intersection, and a mutually agreed upon number and location of 24 hours / 7 days automated machine traffic counts with vehicle classification.

E. The AUTHORITY, or agents of the AUTHORITY, shall develop and implement new timing plans optimized for signal synchronization.

F. The AUTHORITY, or agents of the AUTHORITY, shall provide updated timing plans for all control systems and all relevant data used to develop said plans to the PARTICIPATING AGENCY.

G. The AUTHORITY, or agents of the AUTHORITY, shall prepare a conceptual plan for the delivery of the PROJECT. The AUTHORITY, or agents of the AUTHORITY, shall provide all reports to the PARTICIPATING AGENCY in draft and final formats for review and comment. The PARTICIPATING AGENCY comments shall be noted in the final report.

**COOPERATIVE AGREEMENT NO. C-3-2425
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

H. The AUTHORITY shall provide oversight to maintain inter-jurisdictional traffic signal operational integrity between the PROJECT and other signal synchronization projects not older than three (3) years from the effective date of this Agreement.

I. The AUTHORITY shall provide formats, templates, and guidance in reporting requirements necessary for the PROJECT.

J. The AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of PROJECT, may perform a technical and/or field review to ensure that the CMAQ guidelines, policies, and procedures were followed.

ARTICLE 4. RESPONSIBILITIES OF THE PARTICIPATING AGENCY

The PARTICIPATING AGENCY agrees to the following responsibilities for implementation of the PROJECT:

A. The PARTICIPATING AGENCY shall provide a technical representative to meet and participate as a member of the PROJECT's Traffic Forum.

B. The PARTICIPATING AGENCY shall authorize the AUTHORITY to manage, procure, and implement all aspects of the PROJECT.

C. The PARTICIPATING AGENCY shall participate and support the PROJECT implementation.

D. The PARTICIPATING AGENCY shall provide the AUTHORITY, or agents of the AUTHORITY, all current intersection as-built drawings, all current intersections controller assembly plans as provided by the manufacturer and modified by the PARTICIPATING AGENCY since original installation, local field master, local controller, Advanced Traffic Management System timing plans, and other ITS-related data upon request.

E. The PARTICIPATING AGENCY shall inform the AUTHORITY of new traffic signal installations and any traffic signal modifications, which would materially affect the performance of the regional corridors on the PROJECT.

/

1 F. The PARTICIPATING AGENCY shall maintain in good condition existing traffic signal
2 equipment for the PROJECT, such as signal communication and traffic signal controllers.

3 G. The PARTICIPATING AGENCY shall waive all fees associated with permits that would
4 otherwise be required from the CONSULTANT, subconsultants, and/or service or equipment providers
5 in the performance of the PROJECT.

6 **ARTICLE 5. DELEGATED AUTHORITY**

7 The actions required to be taken by the PARTICIPATING AGENCY in the implementation of this
8 Agreement are delegated to its respective City Manager, or City Manager's designee, and the actions
9 required to be taken by the AUTHORITY in the implementation of this Agreement are delegated to the
10 AUTHORITY's Chief Executive Officer or Chief Executive Officer's designee.

11 **ARTICLE 6. AUDIT AND INSPECTION**

12 AUTHORITY shall maintain a complete set of records in accordance with generally accepted
13 accounting principles. Upon reasonable notice, PARTICIPATING AGENCY shall permit the authorized
14 representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and
15 other data and records of PARTICIPATING AGENCY for a period of five (5) years after final payment,
16 final closeout, or until any on-going audit is completed, whichever is later. For purposes of audit, the date
17 of completion of this Agreement shall be the date of AUTHORITY's payment of CONSULTANT's final
18 billing (so noted on the paid invoice) under this Agreement. AUTHORITY shall have the right to reproduce
19 any such books, records, and accounts. The above provision with respect to audits shall extend to and/or
20 be included in contracts with AUTHORITY'S contractor.

21 **ARTICLE 7. INDEMNIFICATION**

22 A. To the fullest extent permitted by law, the PARTICIPATING AGENCY shall defend
23 (at the PARTICIPATING AGENCY's sole cost and expense with legal counsel reasonably acceptable to
24 the AUTHORITY), indemnify, protect, and hold harmless the AUTHORITY, and its officers, directors,
25 employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities,
26 actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages,

**COOPERATIVE AGREEMENT NO. C-3-2425
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCY's employees included), for damage to property, including property owned by the AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the PARTICIPATING AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, the AUTHORITY shall defend (at the AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to the PARTICIPATING AGENCY), indemnify, protect, and hold harmless the PARTICIPATING AGENCY, including their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for damage to property, including property owned by the PARTICIPATING AGENCY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 8. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be in full force and effect from the Effective Date through December 31, 2028.

B. Amendment: This Agreement may be extended or amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by all Parties.

/

**COOPERATIVE AGREEMENT NO. C-3-2425
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 C. Termination: In the event any Party defaults in the performance of their respective
2 obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting
3 Party shall have the option to terminate this Agreement upon thirty (30) calendar days prior written notice
4 to the Party in default.

5 D. Termination for Convenience: Either Party may terminate this Agreement for its
6 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for
7 convenience to the other Party.

8 E. AUTHORITY and Parties shall comply with all applicable federal, state, and local laws,
9 statutes, ordinances, and regulations of any governmental authority having jurisdiction over the
10 PROJECT.

11 F. Legal Authority: The Parties hereto consent that they are authorized to execute this
12 Agreement on behalf of said Party and that, by so executing this Agreement, the Parties hereto are
13 formally bound to the provisions of this Agreement.

14 G. Severability: If any term, provision, covenant, or condition of this Agreement is held to be
15 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
16 remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant,
17 or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
19 number of counterparts, each of which, when executed and delivered shall be deemed an original and all
20 of which together shall constitute the same Agreement. Facsimile/electronic signatures shall be permitted.

21 I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or
22 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
23 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed
24 void and of no force and effect. Consent to one assignment shall not be deemed consent to any
25 subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

26 /

**COOPERATIVE AGREEMENT NO. C-3-2425
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Agreement.

K. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

L. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To PARTICIPATING AGENCY:	To AUTHORITY:
City of Los Alamitos	Orange County Transportation Authority
3191 Katella Avenue Los Alamitos, CA 90720	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Chris Kelley City Engineer Tel: (562) 431-3538 Email: ckelley@cityoflosalamitos.org	Attention: Michael Le Senior Contract Administrator Tel: (714) 560-5314 Email: mle1@octa.net
	CC: Alicia Yang OCTA Project Manager Tel: (714) 560-5362 Email: ayang@octa.net

M. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

COOPERATIVE AGREEMENT NO. C-3-2425
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2425 to be executed as of the date of the last signature below.

CITY OF LOS ALAMITOS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Chet Simmons
City Manager

By: _____
Lydia Bilynsky
Department Manager, Capital Projects

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Windmera Quintanar, MMC
City Clerk

By: _____
James M. Donich
General Counsel

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Michael S. Daudt
City Attorney

Dated: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 11L

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Irving Montenegro Jr., Manager

Subject: Awarding of Bid for Demolition and Construction Services for Sterns Park Rehab Project (CIP No. 23/24-04)

SUMMARY

This item recommends the award of a bid for demolition and construction services for the Sterns Park Rehab Project at 3871 Farquhar Avenue (CIP No. 23/24-04). City Staff recommends awarding the lowest, responsible bidder, Western State Builders, Inc., for a total project cost of \$1,115,387.00.

RECOMMENDATION

1. Award demolition and construction services for the Sterns Park Rehab Project at 3871 Farquhar Avenue (CIP No. 23/24-04) to Western State Builders, Inc; and,
2. Authorize the Mayor to execute the Articles of Agreement with Western State Builders, Inc. for the Sterns Park Rehab Project (CIP No. 23/24-04) in the amount of \$1,650,00.

BACKGROUND

The City of Los Alamitos and Hirsch and Associates have prepared construction documents for the Sterns Park Rehab Project. The project site is a neighborhood pocket park located at 3871 Farquhar Avenue. Approximately 16,500 square feet (0.38 acres), Sterns Park was last refurbished in June 1997. The demolition of the existing playground structure, picnic benches, sandlot, and surrounding amenities will be converted into a fully accessible school-age playground. This will allow for a child who may be in a wheelchair or have limited mobility to experience any area of the playground. Additionally, the improvements will bring many new features, including swing sets with an ADA swing, spring riders, exercise equipment, a completely renovated picnic shelter, and improved landscaping areas. The majority of the existing trees and park dedication monument will be retained. The next phase of this project is to award the approval of plans and specifications and demolition and construction services for the Sterns Park Rehab Project (CIP No. 23/24-04).

The Development Services Department, in partnership with the City Manager and Administration Department, Recreation and Community Services Department, have worked with Hirsch and Associates to prepare the construction documents for the Sterns Park Rehab Project. A Request for Proposal (RFP) to solicit bids for the construction of the Sterns Park Rehab Project was issued on December 18, 2023. The RFP required information from qualified subcontractors to submit a complete bid with safety records, bonding and insurance capacity, technical specifications, set plans, and structural calculations.

DISCUSSION

Notices announcing the solicitation of bids for this project were posted as ads in the Event News Enterprise for two consecutive weeks prior to the bid submittal deadline of Monday, January 29, 2024. Bids for the project were publicly accepted through the City electronic bid submittal system, BidNet, on Wednesday, December 20, 2023, at 11:00 am. Of the two (2) total bids received, City Staff determined that the lowest responsible bid submitted was from Western State Builders, Inc., with a total bid amount of \$1,115,387.00. The bid results are provided below:

Los Angeles Engineering, Inc.	\$1,688,000.00
Western Builders, Inc.	\$1,155,387.00

After the awarding of the demolition and construction services for the Sterns Park Rehab Project, the timeline will consist of the following major benchmarks:

- Contractor receives new playground and fitness equipment in March 2024
- Construction begins April 2024
- Project completion June 2024

FISCAL IMPACT

The total funding for the Sterns Park Rehab Project is \$1,650,000. Funding for this project is included in the 2022-2023 adopted budget and includes funds as shown below:

CDBG	\$350,000
General Fund	\$1,300,000

- | | | |
|-------------|----|---|
| Attachment: | 1. | CIP 23-24-04 Sterns Park Rehab Project - Contract Agreement |
| | 2. | CIP 23-24-04 Sterns Park Rehab Project - Bid Submittal - Western State Builders |
| | 3. | CIP 23-24-04 Sterns Park Project - Bid Breakdown |
| | 4. | CIP 23-24-04 Sterns Park Bid Set Plans - December City Council Agenda Report |

ARTICLES OF AGREEMENT

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS DEMOLITION AND CONSTRUCTION SERVICES OF STERNS PARK PROJECT , SPECIFICATION NO. CIP 23/24-04 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 20th day of February, 2024, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, W E S T E R N S T A T E B U I L D E R S , I N C . , (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the STERNS PARK REHAB PROJECT, SPECIFICATION NO. CIP 23/24-04 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of

goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Dollars (\$1,115,387.00) unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State, and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed

under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00, or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00, or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from, or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes, and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Irving Montenegro, Jr.

CONTRACTOR:

CITY OF LOS ALAMITOS

Western State Builders Inc.,

3191 Katella Avenue

2141 Orange Avenue

Los Alamitos, CA 90720

Escondido, CA 92029

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents, or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the

property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition, or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers, or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 20th day of February, 2024 (*Council Action Date Here*)

CONTRACTOR: Western State Builders Inc.,

Julian P. Dillavou-Moen, Vice President
Contractor's License No. 1069677

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

BID BOND

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder WESTERN STATE BUILDERS, INC., as PRINCIPAL, NATIONWIDE MUTUAL and INSURANCE COMPANY, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of TEN PERCENT OF GREATER AMOUNT BID dollars (\$ 10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

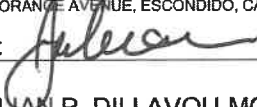
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 26TH day of JANUARY, 2023,
2024

PRINCIPAL*

WESTERN STATE BUILDERS, INC.

2141 ORANGE AVENUE, ESCONDIDO, CA 92029, 760/270-8639

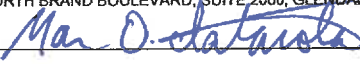
BY: 

JULIAN P. DILLAVOU-MOEN, VICE PRESIDENT

SURETY*

NATIONWIDE MUTUAL INSURANCE COMPANY

500 NORTH BRAND BOULEVARD, SUITE 2000, GLENDALE, CA 91203, 949/606-3819

BY: 

MARK D. IATAROLA, ATTORNEY-IN-FACT

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

Subscribed and sworn to this _____ day of _____, 2023.

NOTARY PUBLIC _____ (SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Tracy Rodriguez*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Tracy Rodriguez*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



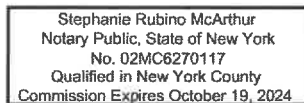
Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

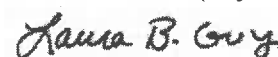


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 26TH day of JANUARY, 2024.



Assistant Secretary

BID BOND



COPY

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder WESTERN STATE BUILDERS, INC., as PRINCIPAL, NATIONWIDE MUTUAL INSURANCE COMPANY, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of TEN PERCENT OF GREATER AMOUNT BID dollars (\$ 10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 26TH day of JANUARY, ~~2023~~, 2024

PRINCIPAL*

WESTERN STATE BUILDERS, INC.

2141 ORANGE AVENUE, ESCONDIDO, CA 92029, 760/270-8639

BY: _____

JULIAN P. DILLAVOU-MOEN, VICE PRESIDENT

SURETY*

NATIONWIDE MUTUAL INSURANCE COMPANY

500 NORTH BRAND BOULEVARD, SUITE 2000, GLENDALE, CA 91203, 949/606-3819

BY: _____

MARK D. IATAROLA, ATTORNEY-IN -FACT

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

Subscribed and sworn to this _____ day of _____, 2023.

NOTARY PUBLIC _____

(SEAL)

BID BOND



COPY

STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder WESTERN STATE BUILDERS, INC., as PRINCIPAL, NATIONWIDE MUTUAL INSURANCE COMPANY, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of TEN PERCENT OF GREATER AMOUNT BID dollars (\$ 10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 26TH day of JANUARY, ~~2023~~, 2024

PRINCIPAL*

WESTERN STATE BUILDERS, INC.

2141 ORANGE AVENUE, ESCONDIDO, CA 92029, 760/270-8639

BY: _____

JULIAN P. DILLAVOU-MOEN, VICE PRESIDENT

SURETY*

NATIONWIDE MUTUAL INSURANCE COMPANY

500 NORTH BRAND BOULEVARD, SUITE 2000, GLENDALE, CA 91203, 949/606-3819

BY: _____

MARK D. IATAROLA, ATTORNEY-IN -FACT

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

Subscribed and sworn to this _____ day of _____, 2023.

NOTARY PUBLIC _____

(SEAL)

BID PROPOSAL

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

Contractor acknowledges receipt and inclusion of addenda 1 to 2 into this bid proposal and the contract documents.

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

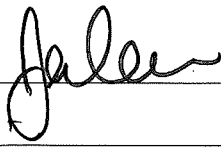
If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidence of insurance within ten (10) calendar days after receiving written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

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

NAME OF BIDDER: Western State Builders, Inc.

MAILING ADDRESS: 2141 Orange Ave. Escondido, CA 92029

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: 

TITLE: Vice President

DATE: 1/26/2024
(If Company is a corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Tracy Rodriguez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

BID SCHEDULE

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

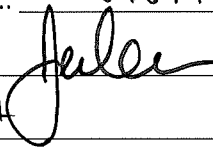
The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The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

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

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

NAME OF BIDDER: Western State Builders, Inc.

CONTRACTOR'S LICENSE NO.: 1069677

AUTHORIZED SIGNATURE: 

TITLE: Vice President

DATE: 1/26/2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tracy Rodriguez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

BID SCHEDULE (Continued)

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization and SWPPP Maintenance	1	Lump Sum	\$ 151,000.00	\$ 151,000.00
2	Site Demolition	1	Lump Sum	\$ 54,220.00	\$ 54,220.00
3	4" Thick Grey Concrete	5795	Square Feet	\$ 17.00	\$ 98,515.00
4	Masonry Seat Wall and Precast Cap	134	Linear Feet	\$ 449.00	\$ 60,166.00
5	Play Area Curb 18"-24" high	260	Linear Feet	\$ 103.00	\$ 26,780.00
6	12" Wide Concrete Curb	210	Linear Feet	\$ 87.00	\$ 18,270.00
7	Curb Ramp	1	Lump Sum	\$ 8,200.00	\$ 8,200.00
8	42" High Steel Fence and Footings	210	Linear Feet	\$ 267.00	\$ 56,070.00
9	1" PVC Water Line, Backflow Preventer	1	Lump Sum	\$ 9,900.00	\$ 9,900.00
10	Site Furnishings including Bike Rack, Trash Receptacles, Picnic Tables, Drinking Fountain, Benches	1	Lump Sum	\$ 70,000.00	\$ 70,000.00
11	Installation of City provided Play Equipment	1	Lump Sum	\$ 89,707.00	\$ 89,707.00
12	Play Area Rubber Surfacing and Base Layer	3535	Square Feet	\$ 26.00	\$ 91,910.00
13	Install City provided Exercise Equipment	1	Lump Sum	\$ 12,500.00	\$ 12,500.00
14	Provide and Install 16'x24' Shade Shelter	1	Lump Sum	\$ 66,675.00	\$ 66,675.00
15	Salvage and Relocate Existing Boulders	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
16	Salvage existing bronze plaque, provide new bronze plaque, construction concrete pedestal and mount plaques	1	Lump Sum	\$ 7,950.00	\$ 7,950.00
17	Irrigation System	1	Lump Sum	\$ 66,100.00	\$ 66,100.00

18	Landscaping	1	Lump Sum	\$51,200.00	\$51,200.00
19	New SCE Service and Site Electrical	1	Lump Sum	\$42,294.00	\$42,294.00
20	Solar Lighting and Footings	1	Lump Sum	\$122,430.00	\$122,430.00
21	Any order of work required to construct the project per project plans in entirety not specifically identified within this bid schedule	1	Lump Sum	\$10,000.00	\$10,000.00
Total					1,115,387.00

BID SCHEDULE (Continued)

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE B ADDITIVE ALTERNATE 1					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Rubber Surface at Exercise Area	1404	Square Feet	\$16.25	\$22,815.00
				\$	\$

Bid Schedule A Total \$ 1,115,387.00

Bid Schedule A Total (in words): one million one hundred and fifteen thousand three hundred eighty seven dollars zero cents

Bid Schedule B Total \$ 22,815.00

Bid Schedule B Total (in words): Twenty two thousand eight hundred and Fifteen dollars zero cents.

Bid Schedule A & B Total \$ 1,138,202.00

Bid Schedule A & B Total (in words): one million one hundred thirty eight thousand two hundred two dollars and zero cents

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

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

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

Western State Builders, Inc.
(Company Name of Bidder)

1/26/2024
(Date)



SECTION C – Page 4
PROPOSAL INFORMATION AND DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
 personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Tracy Rodriguez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

BIDDER INFORMATION
STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: Western State Builders, Inc.

Business Address: 2141 Orange Ave. Escondido, CA 92029

Telephone: 760-270-8639 FAX: —

E-mail: julian@westernstatebuilder.com

Contractor's License No.: 1069677 Date License Issued: 10-9-2020

License Expiration Date: 10-31-2024

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

James Jared Moen - President / Secretary - 2141 Orange Ave. Escondido, CA 92029 - 760-703-6024

Julian Moen - Vice President / Treasurer - 2141 Orange Ave. Escondido, CA 92029 - 760-270-8639

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

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

Western State Builders

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: No Federal / State: _____

If "yes", identify and describe, (including status): _____

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: No Codes / Laws: _____ Section / Article: _____

.....

If "yes", identify and describe (including status):

.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 26 day of January 2024, ~~26~~/24, at Escondido, California.

Authorized Representative Signature and Title

A handwritten signature in black ink, appearing to be "J. L. ...", written over a horizontal line.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Tracy Rodriguez*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

EXPERIENCE STATEMENT

STERNS PARK REHAB PROJECT AT 3871 FARQUHAR AVENUE SPECIFICATION NO. CIP 23/24-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: Fallbrook VESB Shade Structures Client: Fallbrook Union Elementary School District

Date: August 2021 Project Value: \$764,263.00 Contact: Bryson Barker Tel # 760-737-5436

Description: Installation of multiples shade structures at multiple
school sites

Subject to Federal Labor Standards: Yes ☒ No

Project Title: Joli Ann Lechtay BS Client: San Marcos Unified School District

Date: February 2023 Project Value: \$354,901.00 Contact: Nathan Wulft Tel # 760-290-2646

Description: Installation of playground and shade structures at
Joli Ann Lechtay BS

Subject to Federal Labor Standards: Yes ☒ No

EXPERIENCE STATEMENT (Continued)

STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: Imperial Valley Center for children Client: Imperial County Office of Education

Date: September 2023 Project Value: \$221,699.00 Contact: Wendy Rangel Tel 760-312-6435

Description: Installation of playgrounds and shade structures at
ICOE school.

Subject to Federal Labor Standards: Yes ☒ No

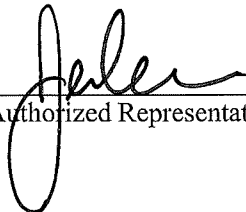
Project Title: Del Mar Union School District Client: Del Mar Union School District
Playground installations

Date: August 2023 Project Value: \$483,889.33 Contact: Carlos Avila Tel # 956-523-6191

Description: Installation of playground and shade structures at
three school sites

Subject to Federal Labor Standards: Yes ☒ No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this EXPERIENCE STATEMENT are true and correct. Executed this 26 day of January, 2024 at Escondido, California.



Authorized Representative Signature and Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Tracy Rodriguez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

STATEMENT REGARDING INSURANCE COVERAGE

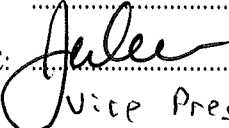
**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: Western State Builders, Inc.

MAILING ADDRESS: 2141 Orange Ave.

Escondido, CA 92029

AUTHORIZED SIGNATURE: 

TITLE: Vice President

DATE: 1-26-2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Tracy Rodriguez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

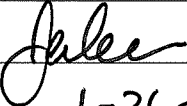
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractor's License Number: 1069677

License Expiration Date: 10-31-2024

Authorized Signature: 

Date: 1-26-2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: JULIAN P. DILLAVOU-MOEN☒ Corporate Officer – Title(s): VICE PRESIDENT☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

NON-COLLUSION AFFIDAVIT

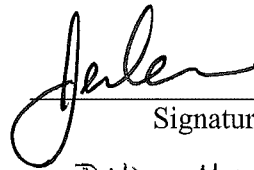
The undersigned declares:

I am the Vice President of Western State Builders, Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/26/24 [date], at Escondido [city], California [state].



Signature of Declarant

Julian Morn

Printed Name of Declarant

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Tracy Rodriguez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
RAC Construction 5811 Barbary Coast Ct San Diego, CA 92115	82-4656808	Y	concrete Flatwork	17%
Marina Landscaping, Inc. 3707 W. Garden Grove Blvd. Orange, CA 92668	95-3760820	N	Irrigation	9%
Robertson Industries, Inc. 2140 E. Cedar St. Tempe, AZ 85281	86-0686635	N	Playground Safety Surfacing	3%
AB Fence Co. 1440 Beaumont Ave. Ste. A2 Beaumont, CA 92223	82-3101171	N	Fencing	5%
Ace Electric PO Box 601071 San Diego, CA 92160	75-3118940	N	Electrical	14%

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: Western State Builders, Inc.

AUTHORIZED SIGNATURE: 

Date: 1/26/2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 1/26/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JULIAN P. DILLAVOU-MOEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Tracy Rodriguez

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN

☒ Corporate Officer – Title(s): VICE PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Bid Schedule A

		Western State Builders, Inc.			Los Angeles Engineering, Inc.		
Item	Item Description	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost
1	Mobilization and SWPPP Maintenance	1	\$151,000.00	\$151,000.00	1	\$400,000.00	\$400,000.00
2	Site Demolition	1	\$54,220.00	\$54,220.00	1	\$104,714.00	\$104,714.00
3	4" Thick Grey Concrete	5795	\$17.00	\$98,515.00	5795	\$25.00	\$144,875.00
4	Masonry Seat Wall and Precast Cap	134	\$449.00	\$60,166.00	134	\$800.00	\$107,200.00
5	Play Area Curb 18" - 24" High	260	\$103.00	\$26,780.00	260	\$50.00	\$13,000.00
6	12" Wide Concrete Curb	210	\$87.00	\$18,270.00	210	\$53.00	\$11,130.00
7	Curb Ramp	1	\$8,200.00	\$8,200.00	1	\$8,000.00	\$8,000.00
8	42" High Steel Fence and Footings	210	\$267.00	\$56,070.00	210	\$260.00	\$54,600.00
9	1" PVC Water Line, Backflow Preventer	1	\$9,900.00	\$9,900.00	1	\$15,000.00	\$15,000.00
10	Site Furnishings including Bike Rack, Trash Receptacles, Picnic Tables, Drinking Fountain, Benches	1	\$70,000.00	\$70,000.00	1	\$101,000.00	\$101,000.00
11	Installation of City Provided Play Equipment	1	\$89,707.00	\$89,707.00	1	\$55,000.00	\$55,000.00
12	Play Area Rubber Surfacing and Base Layer	3535	\$26.00	\$91,910.00	3535	\$28,000.00	\$98,980,000.00
13	Install City Provided Exercise Equipment	1	\$12,500.00	\$12,500.00	1	\$21,000.00	\$21,000.00
14	Provide and Install 16" x 24" Shade Shelter	1	\$66,675.00	\$66,675.00	1	\$85,000.00	\$85,000.00
15	Salvage and Relocate Existing Boulders	1	\$1,500.00	\$1,500.00	1	\$5,000.00	\$5,000.00
16	Salvage Existing Bronze Plaque, Provide New Bronze Plaque, Construction Concrete Pedestal, and Mount Plaques	1	\$7,950.00	\$7,950.00	1	\$3,500.00	\$3,500.00
17	Irrigation System	1	\$66,100.00	\$66,100.00	1	\$120,000.00	\$120,000.00
18	Landscaping	1	\$51,200.00	\$51,200.00	1	\$100,000.00	\$100,000.00
19	New SCE Service and Site Electrical	1	\$42,294.00	\$42,294.00	1	\$110,000.00	\$110,000.00
20	Solar Lighting and Footings	1	\$122,430.00	\$122,430.00	1	\$130,000.00	\$130,000.00
21	Any Order of Work Required to Construct the Project Per Project Plans in Entirety Note Specifically Identified within this Bid Schedule	1	\$10,000.00	\$10,000.00	1	\$1.00	\$1.00
				\$1,115,387.00			
					\$100,569,020.00		

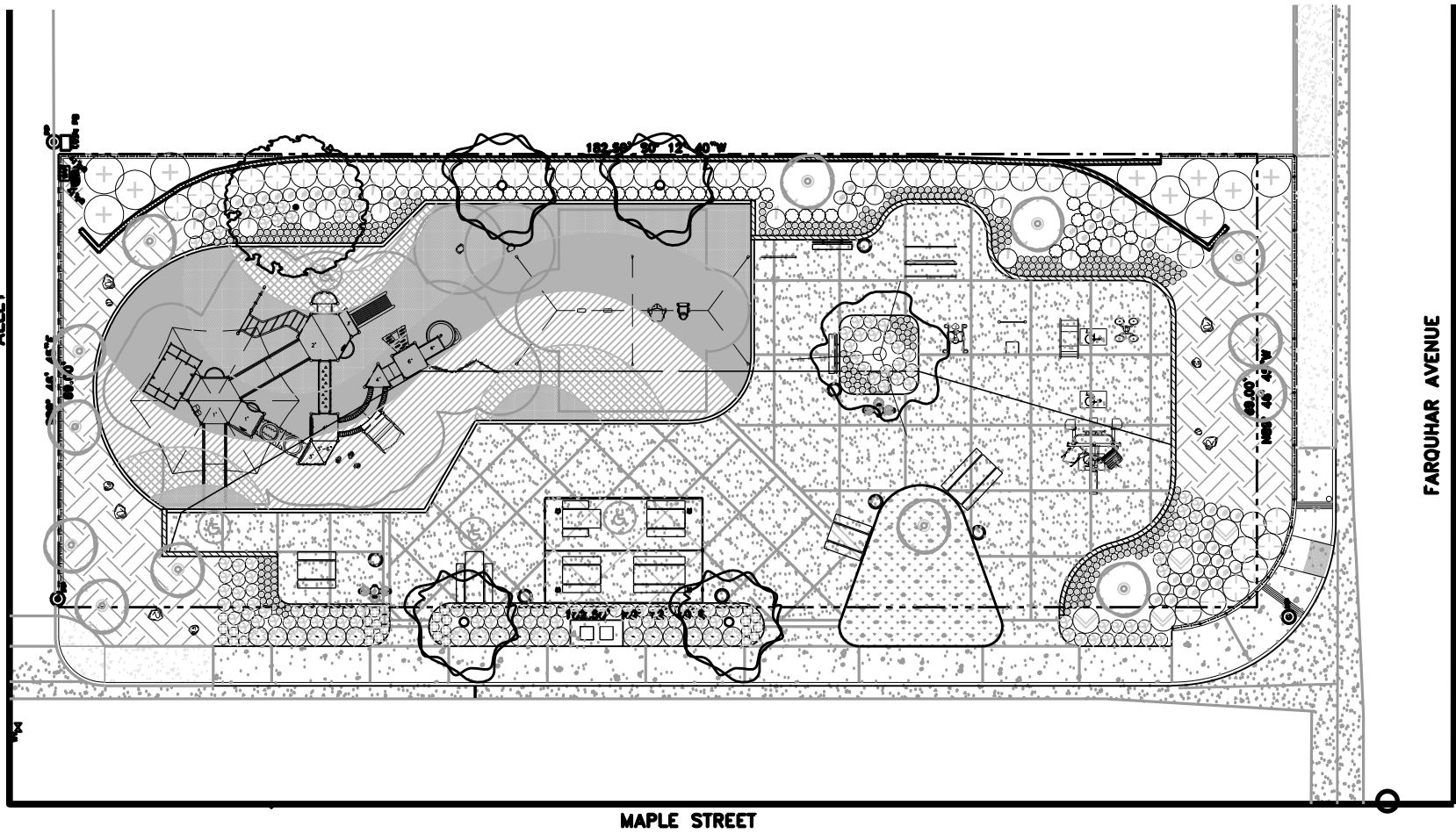
Bid Schedule B - Additive Alternate 1

		Western State Builders, Inc.				Los Angeles Engineering, Inc.		
Item	Item Description	Quantity	Unit Price	Total Cost		Quantity	Unit Price	Total Cost
1	Rubber Surface at Exercise Area	1404	\$16.25	\$22,815.00		1404	\$70.00	\$98,280.00
				\$1,138,202.00			\$100,667,300.00	

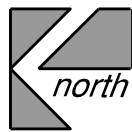
STERNS PARK

CITY OF LOS ALAMITOS, CA

PUBLIC PARK IMPROVEMENTS

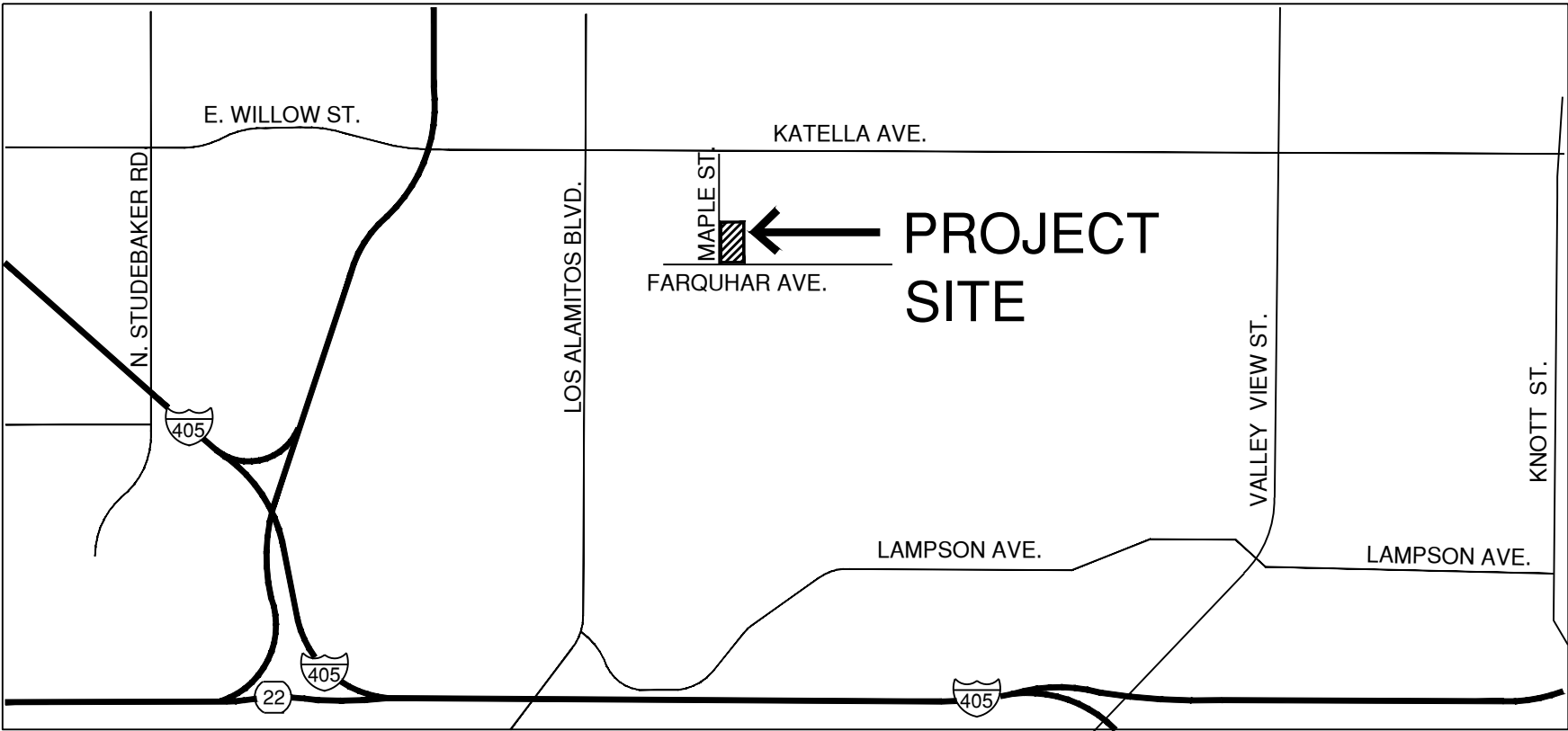


SITE MAP

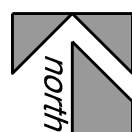


NOT TO SCALE

SHEET INDEX		
1	CS-1	COVER SHEET
2	DP-1	DEMOLITION PLAN
3	GP-1	GRADING PLAN
4	ECP-1	EROSION CONTROL PLAN
5	CP-1	CONSTRUCTION PLAN
6	CD-1	CONSTRUCTION DETAILS
7	CD-2	CONSTRUCTION DETAILS
8	CD-3	CONSTRUCTION DETAILS
9	CD-4	CONSTRUCTION DETAILS
10	CD-5	CONSTRUCTION DETAILS
11	CD-6	CONSTRUCTION DETAILS
12	IP-1	IRRIGATION PLAN
13	ID-1	IRRIGATION DETAILS
14	ID-2	IRRIGATION DETAILS
15	ID-3	IRRIGATION DETAILS
16	PP-1	PLANTING PLAN
17	PD-1	PLANTING DETAILS
18	E-001	ELECTRICAL GENERAL NOTES, ABBREVIATIONS, SYMBOLS, AND SHEET INDEX
19	E-002	ELECTRICAL SPECIFICATIONS
20	E-003	ELECTRICAL LOAD SCHEDULE
21	E-011	ELECTRICAL SITE PLAN
22	E-012	ELECTRICAL SITE PLAN- PHOTOMETRY
23	E-111	ELECTRICAL DETAILS



VICINITY MAP



NOT TO SCALE

GENERAL NOTES

- ALL WORK SHALL COMPLY WITH CITY STANDARDS AND THE LATEST EDITIONS OF THE FOLLOWING:
 - *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
 - *CALIFORNIA BUILDING CODE-2022
 - *CALIFORNIA MECHANICAL CODE-2019
 - *CALIFORNIA PLUMBING CODE-2019
 - *CALIFORNIA ELECTRICAL CODE-2019
 - *CALIFORNIA FIRE CODE-2019
 - *CALIFORNIA GREEN BUILDING STANDARDS CODE-2019
 - *CALIFORNIA ENERGY CODE-2019
 - *PROJECT SPECIFICATIONS
 - *LOCAL ORDINANCES
 - *ADA REQUIREMENTS
 - *TITLE 24 ACCESSIBILITY REQUIREMENTS
 - *THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
- PUBLIC AND PRIVATE UTILITIES AND THE ACCOMPANYING SUB-STRUCTURES SHOWN ON THESE PLANS ARE FROM AVAILABLE PUBLIC DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL KNOWN UTILITIES AND SUB-STRUCTURES WITHIN THE CONSTRUCTION LIMITS, AS SHOWN ON THE CONSTRUCTION PLANS. REPAIR AND COST TO REPAIR DAMAGE TO SUCH RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. WHEN RELOCATION IS REQUIRED, THE CONTRACTOR SHALL PROVIDE SEVENTY-TWO (72) HOURS NOTICE TO AFFECTED UTILITY PROVIDERS.
- ALL UNDERGROUND UTILITY AND OTHER SUB-SURFACE WORK SHALL BE COMPLETED PRIOR TO COMPLETING THE FINAL SURFACING OR LANDSCAPING.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO START OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE IN ALL CASES FOR SEARCHING ALL UTILITY RECORDS AND DETERMINING TO HIS OWN SATISFACTION THE TRUE LOCATION AND DEPTH OF ALL UTILITY FACILITIES. DAMAGE TO ANY CONDUITS, CABLES, WATER LINES, SEWER LINES, OR TO ANY OTHER UTILITY STRUCTURE DUE TO NEGLECT ON THE PART OF THE CONTRACTOR TO FOLLOW THE INSTRUCTIONS CONTAINED HEREIN SHALL BE REPAIRED BY THE AFFECTED UTILITY COMPANY INVOLVED AT THE CONTRACTOR'S EXPENSE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CALL THE CITY ENGINEER'S OFFICE AT (562) 431-3538 EXT. 110 FOR INSPECTION 24 HOURS PRIOR TO PERFORMING ANY WORK. WORK PERFORMED WITHOUT CALLING FOR INSPECTION SHALL BE REJECTED AND SHALL BE REMOVED SOLELY AT THE CONTRACTOR'S EXPENSE. INSPECTIONS ARE REQUIRED BY THE CITY PER THE CITY'S INSPECTION JOB CARD.
- CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, DIMENSIONS, LOCATIONS, AND DEPTHS OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CONTRACTOR SHALL NOTIFY THE UNDERGROUND SERVICE ALERT (811) SEVENTY-TWO (72) HOURS PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY WORK REQUIRED FOR PROJECT CONSTRUCTION AND ESTABLISHING ALL HORIZONTAL AND VERTICAL CONTROL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REFERENCE POINTS FOR THE SITE BASED UPON THE NEAREST AVAILABLE GPS STATIONING. CONTRACTOR MUST EMPLOY THE SERVICES OF A LICENSED LAND SURVEYOR, LICENSED IN THE STATE OF CALIFORNIA.
- DO NOT PROCEED WITH CONSTRUCTION IF IT IS OBVIOUS THAT DIFFERENCES EXIST BETWEEN THE PLANS & EXISTING FIELD CONDITIONS. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO PREVENT DAMAGE TO EXISTING SITE AMENITIES. IN THE EVENT OF DAMAGE, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND TOTAL EXPENSE FOR REPAIR OR REPLACEMENT OF SAID SITE AMENITY TO THE SATISFACTION OF ITS OWNER.
- THE CONTRACTOR SHALL NOT BLOCK DRIVEWAYS OR VEHICULAR TRAFFIC AT ANY TIME EXCEPT AS DIRECTED AND APPROVED IN WRITING BY THE CITY ENGINEER.
- CONTRACTOR SHALL CONSTRUCT THE PROJECT IN ITS ENTIRETY. ALL ITEMS OF WORK AS SHOWN ON PLANS SHALL BE AS IF DELINEATED IN SPECIFICATIONS; ALL WORK DELINEATED IN THE SPECIFICATIONS SHALL BE AS IF SHOWN ON THE PLANS.
- CONTRACTOR SHALL CLEAR SITE OF ALL WEEDS AND GRASS GROWTH PRIOR TO START OF WORK. CONTRACTOR SHALL MAINTAIN SITE IN WEED FREE CONDITION DURING CONSTRUCTION BY SPRAYING ALL WEED GROWTH WITH A NON-SELECTIVE HERBICIDE AND REMOVING GROWTH FROM SITE. CONTRACTOR SHALL EMPLOY A PEST CONTROL ADVISOR TO REVIEW THE EXISTING SITE VEGETATION AND MAKE A REPORT DOCUMENTING THE TYPE OF VEGETATION AND THE NON-SELECTIVE HERBICIDES TO BE USED TO KILL THE VEGETATION. ALL WEEDS, GRASS AND OTHER DEBRIS REMOVED FROM SITE SHALL BE LEGALLY DISPOSED OF AT A FACILITY LICENSED TO ACCEPT SUCH MATERIALS. CONTRACTOR WILL BE HELD LIABLE FOR ALL ILLEGAL DUMPING.
- CONTRACTOR SHALL KEEP JOB SITE FREE OF DEBRIS AT ALL TIMES.
- THE CONTRACTOR SHALL PERFORM ALL EXCAVATION, COMPACTED BACKFILLING AND GRADING OPERATIONS TO ESTABLISH ALL SUBGRADES AND FINISH GRADES FOR ALL ITEMS OF CONSTRUCTION AS INDICATED ON PLANS.
- CONTRACTOR SHALL BE FAMILIAR WITH THE SITE AND SHALL REPORT ANY POTENTIAL PROBLEMS OR DISCREPANCIES TO THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING ANY WORK.
- ALL NEW CONSTRUCTION IS TO MEET AND MATCH EXISTING.
- ALL ANCHORS AND REINFORCEMENTS SHALL BE HELD IN PLACE, TIED AND/OR SUPPORTED PRIOR TO PLACEMENT OF CONCRETE.
- ALL LAYOUT AND FORMING OF CONSTRUCTION ITEMS MUST BE REVIEWED AND APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF CONCRETE.
- RADIUS ALL EXPOSED EDGES OF CONCRETE WITH 1/2" RADIUS FINISHING TOOL.
- ALL CONCRETE FLAT WORK SHALL BE A MINIMUM THICKNESS OF 4" OR AS SPECIFIED ON PLAN WITH A MEDIUM BROOM FINISH UNLESS SPECIFIED OTHERWISE.
- IF DURING CONSTRUCTION, GROUND WATER IS ENCOUNTERED, A SYSTEM APPROVED BY THE CITY OF LOS ALAMITOS SHALL BE INSTALLED TO DEWATER SAID AREA AT THE DIRECTION OF CITY ENGINEER.
- CONSTRUCTION ACTIVITY AND EQUIPMENT MAINTENANCE IS LIMITED TO THE HOURS BETWEEN 7:00 AM AND 5:00 PM ON WEEKDAYS. CONSTRUCTION MAY NOT OCCUR ON WEEKENDS OR STATE HOLIDAYS, WITHOUT PRIOR CONSENT OF THE BUILDING OFFICIAL. NON-NOISE GENERATING ACTIVITIES ARE NOT SUBJECT TO THESE RESTRICTIONS.
- STATIONARY CONSTRUCTION EQUIPMENT THAT GENERATES NOISE IN EXCESS OF 65 DBA AT THE PROJECT BOUNDARIES MUST BE SHIELDED AND LOCATED AT LEAST 100 FEET FROM OCCUPIED RESIDENCES. THE EQUIPMENT AREA WITH APPROPRIATE ACOUSTIC SHIELDING SHALL BE DESIGNATED ON BUILDING AND GRADING PLANS. EQUIPMENT AND SHIELDING SHALL REMAIN IN THE DESIGNATED LOCATION THROUGHOUT CONSTRUCTION ACTIVITIES.
- CONSTRUCTION ROUTES ARE LIMITED TO CITY OF LOS ALAMITOS DESIGNATED TRUCK ROUTES.
- WATER TRUCKS OR SPRINKLER SYSTEMS SHALL BE USED DURING CLEARING, GRADING, EARTH MOVING, EXCAVATION, OR TRANSPORTATION OF CUT OR FILL MATERIALS TO PREVENT DUST FROM LEAVING THE SITE. WETTING DOWN SUCH AREAS IN THE LATER MORNING AND AFTER WORK IS COMPLETED FOR THE DAY AND WHENEVER WIND EXCEEDS 15 MILES PER HOUR.
- A PERSON OR PERSONS SHALL BE DESIGNATED TO MONITOR THE DUST CONTROL PROGRAM AND TO ORDER INCREASED WATERING AS NECESSARY TO PREVENT TRANSPORT OF DUST OFF-SITE. THE NAME AND TELEPHONE NUMBER OF SUCH PERSON(S) SHALL BE PROVIDED TO THE CITY. ALL GRADING EQUIPMENT SHALL BE MAINTAINED IN GOOD WORKING ORDER PER FACTORY SPECIFICATIONS.
- CONTRACTOR SHALL PERFORM ALL SITE LAYOUT AND STAKING UTILIZING A CALIFORNIA LICENSED SURVEY. HAI SHALL PROVIDE CONTRACTOR WITH DRAWING BASE FILE FOR SURVEYOR'S USE.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS. ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". HAI, HIRSCH & ASSOCIATES, AND THE CITY OF LOS ALAMITOS SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS' AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' CONSTRUCTION SAFETY ORDERS". CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE LANDSCAPE ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE LANDSCAPE ARCHITECT.

UTILITY COMPANIES

UTILITY COMPANY	TELE. NO.
- SOUTHERN CALIFORNIA EDISON	(800) 655-4555
- SOUTHERN CALIFORNIA GAS COMPANY	(800) 427-2200
- GOLDEN STATE WATER	(800) 999-4033
- ROSSMOOR/LOS ALAMITOS SEWER DISTICT	(562) 431-2223
- VERIZON COMPANY	(800) 483-4000
- SPECTRUM	(888) 369-2408

DEFERRED SUBMITTALS

- PLAY EQUIPMENT
- SHADE STRUCTURE (1 QTY)

CITY DEPARTMENTS

DEVELOPMENT SERVICES:

PROJECT MANAGER: IRVING MONTENEGRO,
DEVELOPMENT SERVICES MANAGER
(562) 431-3538 x300

ENGINEERING DEPT.: CONTRACT CITY ENGINEER
CHRIS KELLEY, ENGINEER
(562) 431-3538 x110

CONSULTANTS

LANDSCAPE ARCHITECT: HIRSCH AND ASSOCIATES, INC.
2221 E. WINSTON RD., SUITE A
ANAHEIM, CA. 92806
(714) 776-4340
MR. CHUCK FOLEY, L.A. 5567

CIVIL ENGINEER: BLUE PEAK ENGINEERING
18543 YORBA LINDA BLVD. #235
YORBA LINDA, CA 92886
(714) 749-3077
MR. ROB DEPRAT, PE C60482, QSD20592

ELECTRICAL ENGINEER: IDS GROUP, INC.
1 PETERS CANYON RD., SUITE 130
IRVINE, CA 92606
(949) 387-8500
MR. MIKE REED



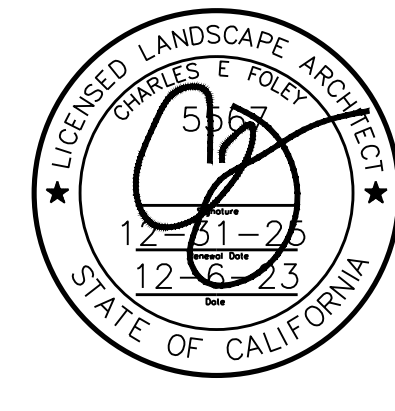
HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:

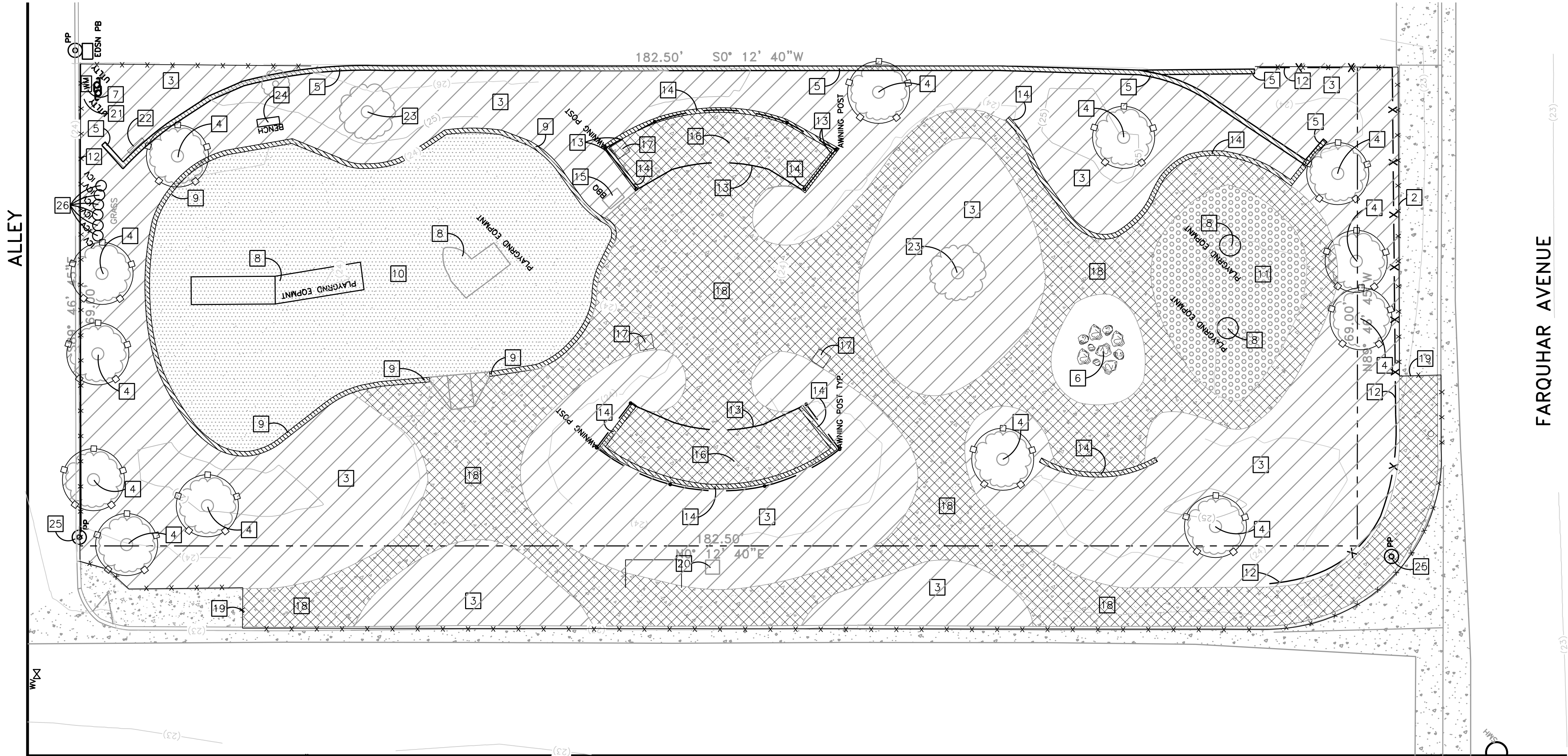
COVER SHEET

Sheet 1
CS-1
of 23





SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.



SYMBOL LEGEND

- CLEAR AND GRUB, SEE DEMOLITION KEY NOTE, 10,333 SF.
- EXISTING CONCRETE FLATWORK. PROTECT IN PLACE.
- REMOVE EXISTING CONCRETE FLATWORK, 3,820 SF.
- REMOVE EXISTING WOOD FIBER SURFACING, 2,111 SF.
- REMOVE EXISTING PLAY AREA SAND, 487 SF.
- EXISTING CHAIN LINK FENCE, REMOVE.
- 5' HIGH TREE PROTECTION FENCE
- 8' HIGH CHAIN-LINK CONSTRUCTION FENCE COVERED BY GREEN PLASTIC SHEETS
- EXISTING TREE. PROTECT IN PLACE.
- RIGHT OF WAY

DEMOLITION KEY NOTES

- 1 TEMPORARY TREE PROTECTION FENCING. LOCATION ALONG TREE CANOPY DRIPLINE IS ESTIMATED AND SHALL BE FIELD VERIFIED FOR EXACT EXTENTS. FENCE SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION. REFER TO GENERAL TREE PROTECTION NOTE, THIS SHEET.
- 2 TEMPORARY CONSTRUCTION FENCE. REFER TO EROSION CONTROL PLAN, SHEET 9, ECP-1.
- 3 REMOVE AND DISPOSE OF EXISTING VEGETATION. SEE NOTE J
- 4 EXISTING TREE. PROTECT IN PLACE.
- 5 EXISTING BLOCK WALL, PROTECT IN PLACE.
- 6 EXISTING ROCKS TO BE PROTECTED AND RELOCATED.
- 7 EXISTING WATER METER, PROTECT IN PLACE.
- 8 REMOVE AND DISPOSE OF EXISTING PLAY EQUIPMENT, SWINGS, AND FOOTINGS.
- 9 REMOVE AND DISPOSE OF EXISTING CONCRETE PLAY CURB.
- 10 REMOVE AND DISPOSE OF EXISTING PLAY AREA WOOD SURFACING.
- 11 REMOVE AND DISPOSE OF EXISTING 12" DEEP SAND PLAY AREA SURFACING.
- 12 REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCING AND FOOTINGS.
- 13 REMOVE AND DISPOSE OF EXISTING SHADE STRUCTURE AND FOOTINGS.
- 14 REMOVE AND DISPOSE OF EXISTING LOW RETAINING BLOCK WALL AND FOOTINGS.
- 15 REMOVE AND DISPOSE OF EXISTING BARBECUE.
- 16 REMOVE AND DISPOSE OF EXISTING PICNIC TABLE.
- 17 REMOVE EXISTING TRASH RECEPTACLES AND TURN OVER TO CITY.
- 18 REMOVE AND DISPOSE OF EXISTING CONCRETE WALK.
- 19 SAWCUT EXISTING CONCRETE.
- 20 SALVAGE EXISTING PARK PLAQUE AND RELOCATE PER CONSTRUCTION PLANS. REMOVE AND DISPOSE OF EXISTING CONCRETE PEDESTAL. REFER TO SHEET ??
- 21 EXISTING IRRIGATION VACUUM BREAKER TO BE REPLACED WITH BACKFLOW PREVENTER PER IRRIGATION PLANS. REFER TO SHEET IP-1.
- 22 EXISTING ELECTRICAL PANEL TO BE REPLACED PER ELECTRICAL PLANS. REFER TO SHEET E-011.
- 23 EXISTING TREE, REMOVE AND GRIND ROOTBALL TO A DEPTH OF 3'.
- 24 REMOVE AND DISPOSE OF EXISTING BENCH.
- 25 PROTECT EXISTING UTILITY POLE.
- 26 EXISTING IRRIGATION CONTROL VALVE TO BE REMOVED AND DISPOSED.

DEMOLITION NOTES

- A. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION & REQUIREMENTS.
- B. ALL WORK WITHIN STREET RIGHT-OF-WAY WILL REQUIRE AN ENCROACHMENT PERMIT FROM CITY PUBLIC WORKS DEPARTMENT. CONTRACTOR SHALL APPLY FOR PERMIT.
- C. CONTRACTOR SHALL SECURE THE CONSTRUCTION AND MAINTENANCE PERIOD WITH A 6' HIGH TEMPORARY CHAIN LINK FENCE AND GATES WITH FULL HEIGHT 70% OPAQUE WINDSCREEN COVER FOR THE DURATION OF THE CONSTRUCTION PERIOD, INCLUDING THE MAINTENANCE PERIOD. CONTRACTOR SHALL PROVIDE AND INSTALL WEATHER PROOF SIGN (12"x18") EVERY 50 LF ALONG FENCE STATING "CAUTION, CONSTRUCTION ZONE HAZARDOUS AREA KEEP OUT". LOCATION OF FENCE AND GATES SHALL BE AT THE CONTRACTOR'S DISCRETION. RELOCATION DUE TO CONSTRUCTION SHALL BE CONSIDERED AS PART OF BID. NO EXTRA COST WILL BE ALLOWED.
- D. CONTRACTOR IS RESPONSIBLE FOR COMPLETE REMOVAL FROM SITE OF ALL MATERIAL SPECIFIED ON THESE PLANS TO BE REMOVED, UNLESS SPECIFIED TO BE STORED ON SITE OR TURNED OVER TO OWNER. CONTRACTOR SHALL CLEAR SITE OF ANY REMAINING DEBRIS PRIOR TO BEGINNING CONSTRUCTION. ALL DEBRIS SHALL BE LEGALLY DISPOSED OF AT A FACILITY LICENSED TO ACCEPT SUCH MATERIAL.
- E. CONTRACTOR SHALL PROTECT ALL EXISTING FACILITIES DURING DEMOLITION AND IS RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY DAMAGED MATERIAL NOT SPECIFIED FOR REMOVAL.
- F. CONTRACTOR SHALL BE FAMILIAR WITH THE SITE AND SHALL REPORT ANY POTENTIAL PROBLEMS OR DISCREPANCIES TO THE CITY AND THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING ANY WORK.
- G. CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING AND LOCATING ALL EXISTING ON-SITE AND OFF-SITE UTILITIES PRIOR TO ANY DEMOLITION AND IS ALSO RESPONSIBLE FOR DAMAGE TO UTILITIES. LOCATION OF UTILITIES SHOWN ON PLANS IS APPROXIMATE ONLY. CONTRACTOR TO CONTACT THE UNDERGROUND SERVICE ALERT AT 811 AND CITY REPRESENTATIVE PRIOR TO PROCEEDING WITH DEMOLITION OPERATIONS.
- H. CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL FOR THE CONSTRUCTION SITE DURING BOTH CONSTRUCTION AND MAINTENANCE PERIODS. REFER TO SHEET ECP-1, EROSION CONTROL PLAN.
- I. REMOVE ALL VEGETATION WITHIN PROPOSED CONSTRUCTION AREAS TO A DEPTH OF 2" BELOW EXISTING SURFACE. GRUB AND REMOVE ALL TREE AND SHRUB ROOTS TO A DEPTH OF 36". REMOVE ALL DEMOLITION MATERIAL FROM SITE AND DISPOSE OF IT AT A DUMP SITE LICENSED TO ACCEPT SUCH MATERIAL.
- J. CONTRACTOR IS RESPONSIBLE FOR REMOVAL, EXCAVATION AND BACKFILL OF ALL ITEMS REQUIRING REMOVAL THAT ARE NOT SPECIFICALLY MENTIONED ON THE PLANS BUT ARE REQUIRED FOR PROPER EXECUTION OF WORK & PLANS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

MAPLE STREET

TREE PROTECTION NOTE

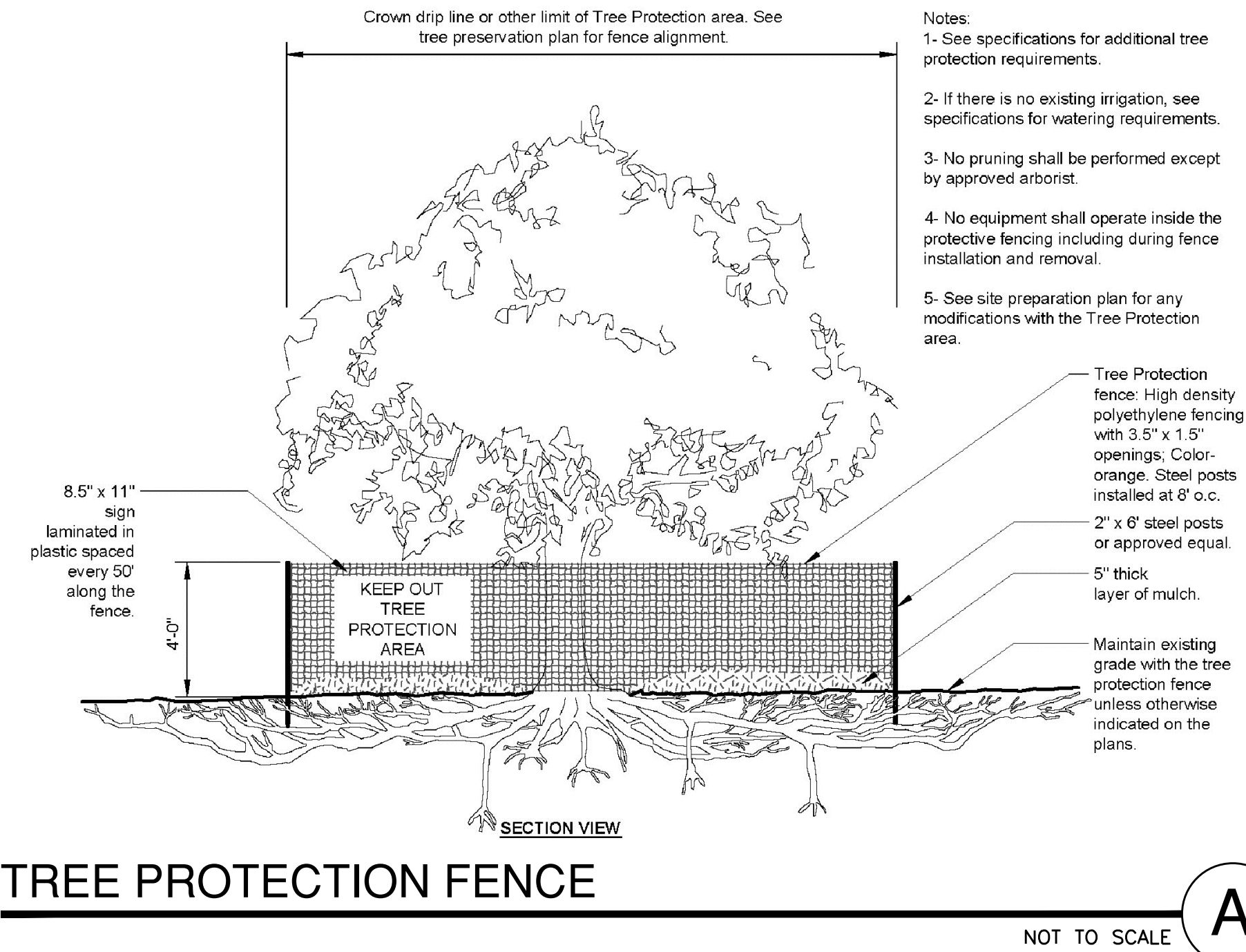
TEMPORARY PROTECTIVE FENCING SHALL BE INSTALLED AND CARE TAKEN TO AVOID DAMAGE TO TREE CANOPIES OR ROOT SYSTEMS DURING CONSTRUCTION, GRADING, AND TRENCHING-USE HAND TOOLS WHEN WORKING AROUND ROOTS, AND DO NOT CUT ROOTS 2" DIAMETER OR LARGER. NO WASHING OF CHEMICALS OR EQUIPMENT SHOULD BE ALLOWED UNDER TREE CANOPIES. PROVIDE OCCASIONAL DEEP WATERING AS NECESSARY TO KEEP TREES HEALTHY UNTIL THE NEW IRRIGATION SYSTEM IS INSTALLED. SEE DETAIL A, SAME SHEET FOR FENCE TYPE AND INSTALLATION.

STREET SWEEPING NOTE

CONTRACTOR RESPONSIBLE FOR DIRT AND DEBRIS FROM EQUIPMENT TRAFFIC ON MAPLE ST.

TRAFFIC CONTROL NOTE

TRAFFIC CONTROL DEVICES AND SIGNAGE WILL BE PROVIDED BY CONTRACTOR.



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

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

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

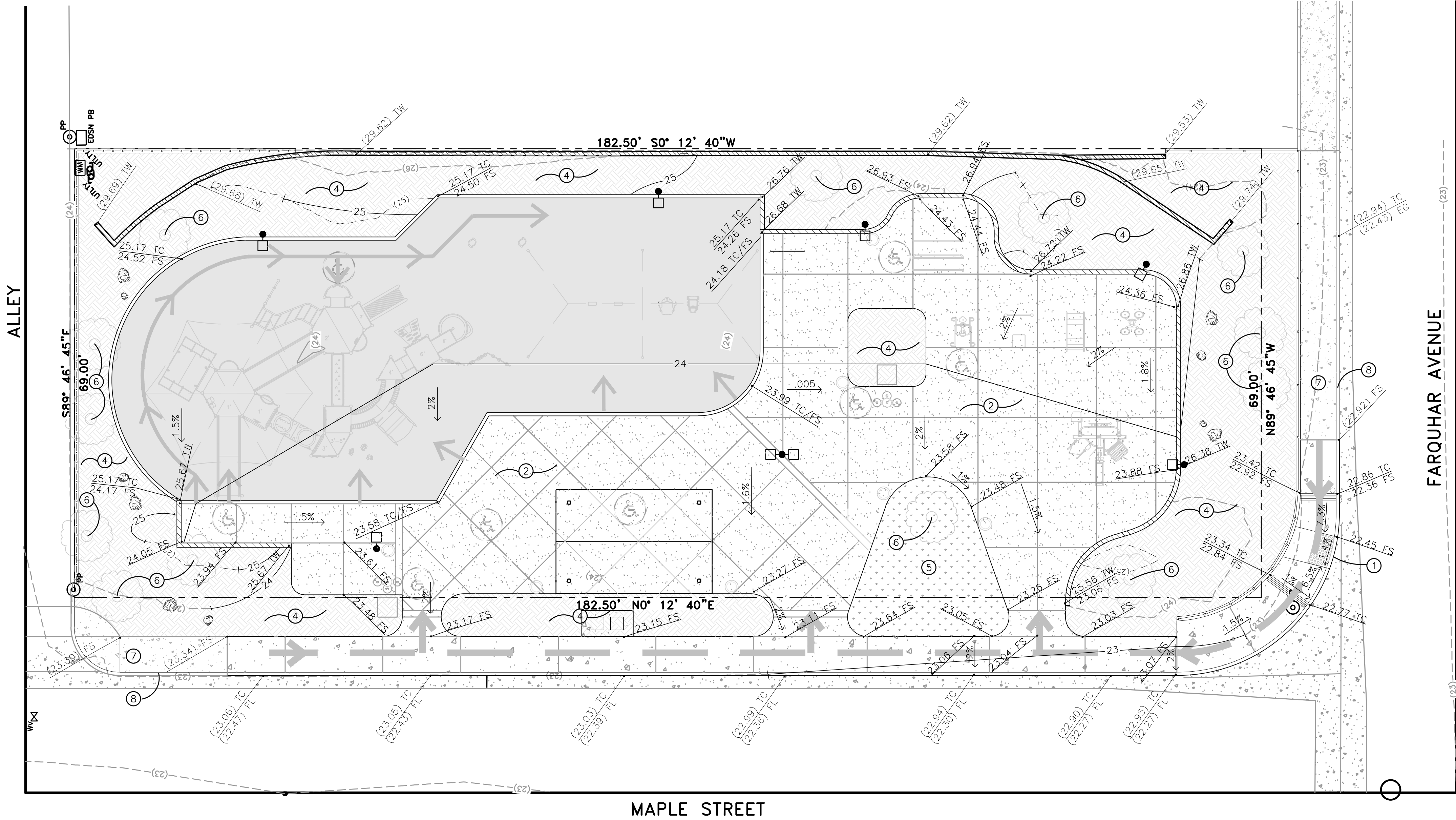
Description:

DEMOLITION
PLAN

Sheet 2
DP-1
of 23



SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.



GRADING HATCH AND SYMBOL LEGEND

	NEW PLANTING AREA
	EXISTING PCC PAVING, PROTECT
	NEW NATURAL TURF
	NEW NATURAL GRAY REINFORCED PCC WALK OR PAD WITH LIGHT BROOM FINISH
	NEW NATURAL GRAY REINFORCED PCC SIDEWALK
	NEW PLAY AREA RUBBER SURFACING
	EXISTING POWER POLE, PROTECT IN PLACE
	EXISTING TREE, PROTECT IN PLACE
	PERCENTAGE OF SLOPE AND DIRECTION OF FLOW ON PROPOSED FINISH SURFACE
	EXISTING CONTOUR LINE
	NEW CONTOUR LINE

GRADING ABBREVIATION LEGEND

FG	FINISH GRADE
FS	FINISH SURFACE
FL	FLOW LINE
GB	GRADE BREAK
HPS	HIGH POINT SWALE
INV	INVERT
MAX	MAXIMUM
PCC	PORTLAND CEMENT CONCRETE
TC	TOP OF CURB

GRADING KEY LEGEND

- ① 4" THICK REINFORCED NATURAL GRAY PCC ACCESSIBLE CURB RAMP
- ② 4" THICK REINFORCED NATURAL GRAY PCC WALK OR PAD
- ③ RUBBER SURFACING WITH BASE AT PLAY AREA
- ④ PLANTER AREA
- ⑤ TURF AREA
- ⑥ EXISTING TREE, PROTECT IN PLACE OUT TO DRIP LINE. SEE TREE PROTECTION NOTES ON DEMOLITION PLAN, SHEET DP-1.
- ⑦ EXISTING CONCRETE, PROTECT IN PLACE
- ⑧ EXISTING CURB AND GUTTER, PROTECT IN PLACE

LEGEND

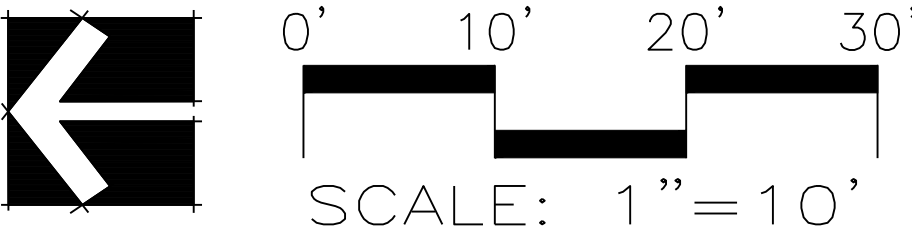
- ACCESSIBLE PATH OF TRAVEL FROM PARKING ENTRY
- ACCESSIBLE PATH OF TRAVEL WITHIN PLAYGROUND

ACCESSIBLE PATH OF TRAVEL NOTES

- SITE FULLY COMPLIES WITH 2022 CBC, ACCESSIBILITY STANDARDS AND IS SUBJECT TO FIELD VERIFICATION.
- ACCESSIBLE ROUTES TO HAVE MAXIMUM SLOPE OF 5% AND CROSS SLOPE OF 2% WITH MINIMUM 48" CLEAR WIDTH.

ACCESSIBLE PATH OF TRAVEL

PATH OF TRAVEL (P.O.T.) AS INDICATED IS A BARRIER-FREE ACCESSIBLE ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1" BEVELED AT A SLOPE NOT STEEPER THAN 1:2, EXCEPT THAT LEVEL CHANGES ARE 1" MAXIMUM VERTICAL AND IS AT LEAST 48" WIDE. SURFACE SHALL BE STABLE, FIRM, AND SLIP-RESISTANT. CROSS-SLOP SHALL NOT BE STEEPER THAN 1:48 AND RUNNING SLOPE SHALL NOT BE STEEPER THAN 1:20 UNLESS OTHERWISE INDICATED. (SECTION 11B-403.3) P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM (SECTION 11B-307.4) AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL SURFACES BETWEEN 27" AND 80" ABOVE FINISH FLOOR OR GROUND (SECTION 11B-307.2). PROVIDE FLUSH TRANSITIONS AT ANY ADJOINING JOINTS BETWEEN NEW AND EXISTING (E) WALK SURFACES IN P.O.T. ARCHITECT TO VERIFY THAT THERE ARE NO BARRIERS IN THE P.O.T. AND ALL P.O.T. COMPLY WITH SECTION 11B-206.



Sheet 3
GP-1
of 23



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

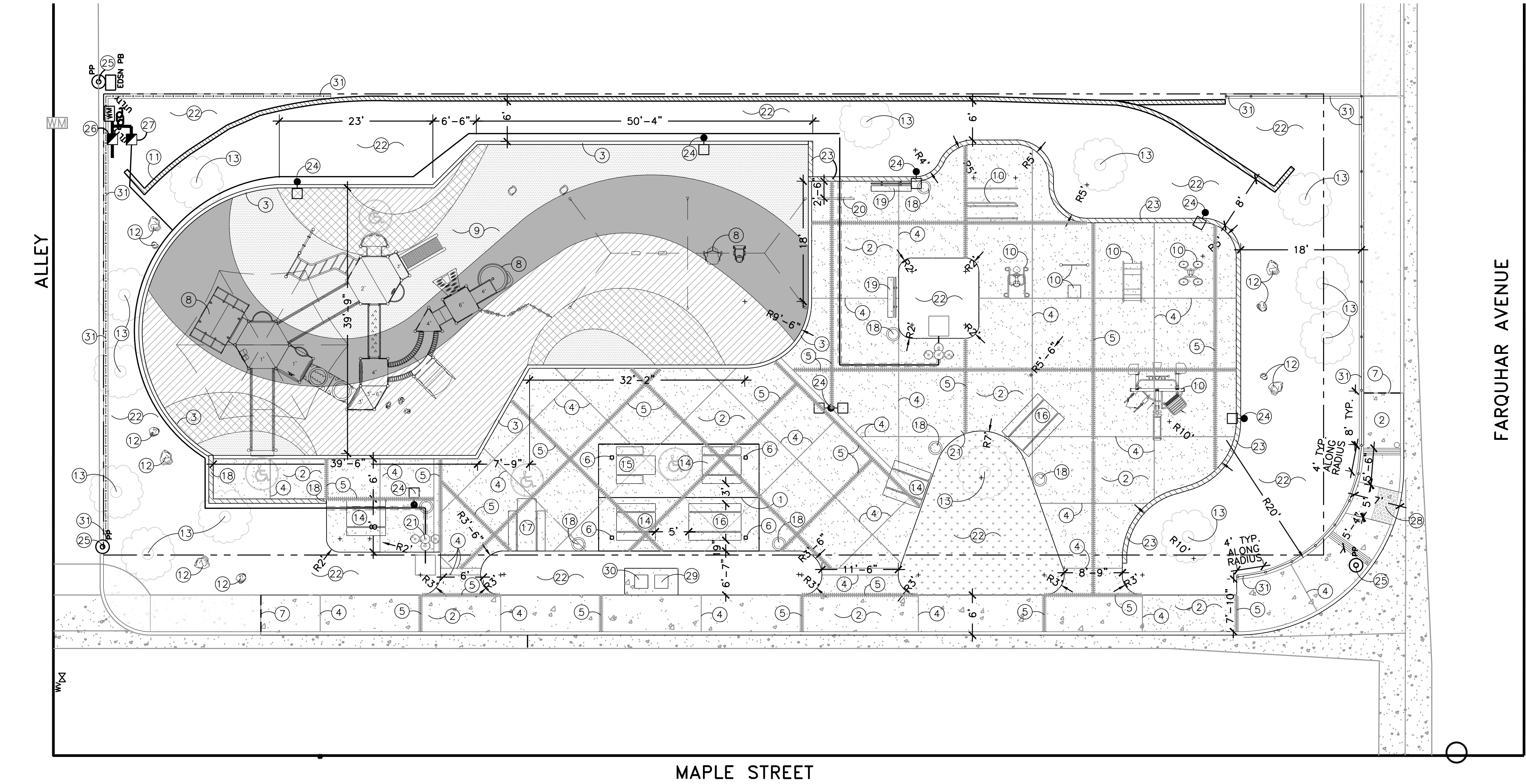
STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:

GRADING
PLAN



MAPLE STREET

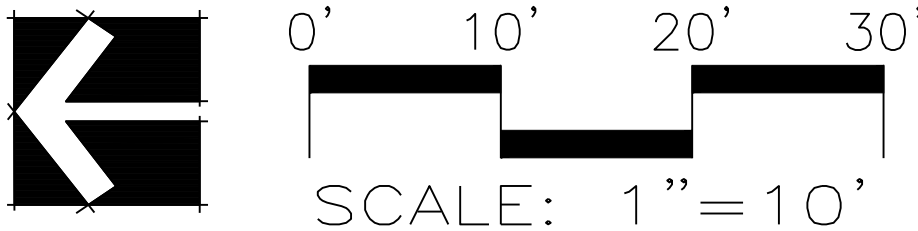
FARQUHAR AVENUE

CONSTRUCTION NOTES

- A. CONTRACTOR SHALL CONSTRUCT IN THEIR ENTIRETY ALL ITEMS OF WORK AS SHOWN ON PLANS AND DELINEATED IN SPECIFICATIONS.
- B. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, DIMENSIONS, LOCATIONS, AND DEPTHS OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. NOTIFY USA ALERT @ 811 (48) HOURS PRIOR TO START OF WORK.
- C. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS, LOCAL ORDINANCES AND ADA REQUIREMENTS, "TITLE 24 ACCESSIBILITY REQUIREMENTS", AND THE 2022 CALIFORNIA BUILDING CODE.
- D. CONTRACTOR SHALL KEEP JOB SITE FREE OF DEBRIS AT ALL TIMES.
- E. ALL ANCHORS AND REINFORCEMENTS SHALL BE HELD IN PLACE, TIED AND OR SUPPORTED PRIOR TO PLACEMENT OF CONCRETE.
- F. PERFORM ALL EXCAVATION, COMPACTED BACK FILLING AND GRADING OPERATION TO ESTABLISH ALL SUB GRADES AND FINISH GRADES FOR ALL ITEMS OF CONSTRUCTION AS INDICATED ON PLANS.
- G. CONTRACTOR TO CLEAR SITE OF ALL WEED AND GRASS GROWTH PRIOR TO START OF WORK. CONTRACTOR SHALL MAINTAIN SITE IN WEED FREE CONDITION DURING CONSTRUCTION BY SPRAYING ALL WEED GROWTH WITH "ROUNDUP" AND REMOVING GROWTH FROM SITE. ALLOW 10 DAYS BETWEEN SPRAYING AND REMOVAL.
- H. CONTRACTOR SHALL PROVIDE ALL SURVEY WORK NECESSARY FOR CONSTRUCTION. CONTRACTOR SHALL ESTABLISH ALL ELEVATIONS FOR CONSTRUCTION. TOPOGRAPHIC SURVEY OF SITE WITH CONTROL POINTS WILL BE PROVIDED TO CONTRACTOR BY LANDSCAPE ARCHITECT.
- I. ALL LAYOUT AND FORMING OF CONSTRUCTION ITEMS MUST BE REVIEWED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- J. RADIUS ALL EXPOSED EDGES OF CONCRETE WITH 1/2" RADIUS FINISHING TOOL.
- K. ALL CONCRETE FLAT WORK SHALL BE 4" THICK WITH A MEDIUM BROOM FINISH UNLESS SPECIFIED OTHERWISE.
- L. ALL WORK SHALL COMPLY WITH ALL REQUIREMENTS OF THE CALIFORNIA ORGANIZATIONAL SAFETY AND HEALTH ADMINISTRATION.
- M. ALL NEW CONSTRUCTION TO MEET AND MATCH EXISTING.

CONSTRUCTION LEGEND

- 1 PROVIDE AND INSTALL 16'x24' REK SHADE SHELTER. MANUFACTURER: POLIGON. CONTACT: JOHN JASON AT MIRACLE PLAYGROUND. (800)264-7225 EX 311. DEFERRED SUBMITTAL. REFER TO DETAIL B, SHEET CD-3.
- 2 CONSTRUCT 4" THICK REINFORCED NATURAL GREY CONCRETE WITH MEDIUM BROOM FINISH. REFER TO DETAIL A, SHEET CD-1. TO INCLUDE CONTROL AND EXPANSION JOINTS PER PLAN.
- 3 CONSTRUCT 8"x18" NATURAL GRAY CONCRETE PLAY CURB. REFER TO DETAIL F, SHEET CD-1.
- 4 CONSTRUCT CONTROL JOINT. REFER TO DETAIL C, SHEET CD-1. TYPICAL AS SHOWN ON PLAN.
- 5 CONSTRUCT CAULKED EXPANSION JOINT. REFER TO DETAIL B, SHEET CD-1. TYPICAL AS SHOWN ON PLAN.
- 6 CONSTRUCT CAULKED EXPANSION JOINT AT SHADE STRUCTURE FOOTING. REFER TO DETAIL E, SHEET CD-1.
- 7 MEET AND MATCH NEW CONCRETE TO EXISTING CONCRETE. REFER TO DETAIL D, SHEET CD-1.
- 8 INSTALL PLAY EQUIPMENT BY GAMETIME PER DETAIL A, SHEET CD-4. EQUIPMENT PROVIDED BY CITY.
- 9 INSTALL POURED IN PLACE RUBBER SURFACING WITH ALIPHATIC BINDER AT PLAY AREA. COLORS AND LAYOUT PER DETAIL A, SHEET CD-4.
- 10 INSTALL CITY PROVIDED FITNESS EQUIPMENT PER DETAIL A, SHEET CD-5.
- 11 NEW ELECTRICAL METER, REFER TO SHEET E-011.
- 12 RELOCATED EXISTING BOULDERS. INSTALL PER DETAIL E, SHEET PD-1.
- 13 PROTECT EXISTING TREE, TYPICAL.
- 14 PROVIDE AND INSTALL 6' PICNIC TABLE WITH BENCH SEATING. MANUFACTURER: THOMAS STEELE. MODEL: FWTP-6S-WI-P. POWDERCOAT COLOR: TITANIUM. SURFACE MOUNT TABLE WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: 800-448-7931. QTY: 4 REFER TO DETAIL A, SHEET CD-3.
- 15 PROVIDE AND INSTALL ACCESSIBLE 6' PICNIC TABLE WITH BENCH SEATING. MANUFACTURER: THOMAS STEELE. MODEL: FWTP-6HCS-WI-P. POWDERCOAT COLOR: TITANIUM. SURFACE MOUNT TABLE WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: 800-448-7931. QTY: 1 REFER TO DETAIL A, SHEET CD-3.
- 16 PROVIDE AND INSTALL 8' PICNIC TABLE WITH BENCH SEATING. MANUFACTURER: THOMAS STEELE. MODEL: FWTP-8S-WI-P. POWDERCOAT COLOR: TITANIUM. SURFACE MOUNT TABLE WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: 800-448-7931. QTY: 2 REFER TO DETAIL A, SHEET CD-3.
- 17 PROVIDE AND INSTALL ACCESSIBLE 8' PICNIC TABLE WITH BENCH SEATING. MANUFACTURER: THOMAS STEELE. MODEL: FWTP-8HCS-WI-P. POWDERCOAT COLOR: TITANIUM. SURFACE MOUNT TABLE WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: 800-448-7931. QTY: 1 REFER TO DETAIL A, SHEET CD-3.
- 18 PROVIDE AND INSTALL STEEL TRASH RECEPTACLE BY THOMAS STEELE, OR EQUAL. MODEL: LANGDON LATR-32-WI-P. COLOR TO BE TITANIUM. SURFACE MOUNT INSTALLATION PER MANUFACTURER'S SPECIFICATION. CONTACT (800)448-7931. REFER TO DETAIL E, SHEET CD-2. QTY: 7.
- 19 PROVIDE AND INSTALL BACKED BENCH BY THOMAS STEELE. MODEL: FWR-6-WI-P. COLOR: TITANIUM. SURFACE MOUNT WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: . QTY-2 REFER TO DETAIL C, SHEET CD-2.
- 20 PROVIDE AND INSTALL BICYCLE RACK. MANUFACTURER: MADRAX, OR EQUAL. MODEL: HEAVY DUTY WINDER, SURFACE MOUNT ON CONCRETE BASE. COLOR: . INSTALL WITH STAINLESS STEEL CONCRETE ANCHORS, PER MANUFACTURER'S RECOMMENDATIONS. (800) 448-7931. QTY-1. REFER TO DETAIL D, SHEET CD-2.
- 21 PROVIDE AND INSTALL MDF DRINKING FOUNTAIN WITH BOTTLE FILLER AND PET FOUNTAIN. MODEL: 10145 SMSSFA WITH PET FOUNTAIN. INSTALL PER MANUFACTURER'S SPECIFICATIONS. REFER TO DETAILS A AND B, SHEET CD-2.
- 22 LANDSCAPED AREA. REFER TO PLANTING PLAN.
- 23 CONSTRUCT 30" SEAT WALL. REFER TO DETAIL H, SHEET CD-1.
- 24 NEW SOLAR LIGHT. REFER TO ELECTRICAL PLANS.
- 25 PROTECT EXISTING UTILITY POLE.
- 26 IRRIGATION MAINLINE AND BACKFLOW PREVENTER, REFER TO SHEET IP-1.
- 27 1" POTABLE WATER MAINLINE AND BACKFLOW PREVENTER. REFER TO SHEET ID-2, DETAIL N. SLEEVE LINE UNDER CONCRETE WITH 2" DIAMETER SCHO 40 PVC.
- 28 CURB RAMP PER STANDARD PALS FOR PUBLI WORKS CONSTRUCTION STANDARD PLAN 111-4, TYPE 1.
- 29 CONCRETE PEDESTAL FOR EXISTING AND NEW BRONZE PLAQUES. CONTRACTOR SHALL INSTALL BOTH EXISTING AND CITY PROVIDED NEW PLAQUE. REFER TO DETAIL I CD-1.
- 30 4'x8' 4" THICK CONCRETE SLAB AND CONCRETE PEDESTALS FOR BRONZE PLAQUE MOUNTS. REFER TO DETAIL I, CD-1.
- 31 PROVIDE AND INSTALL 4' HIGH AEGIS II DECORATIVE STEEL FENCING AVAILABLE THROUGH AMERISTAR FENCING. REFER TO DETAIL G, CD-1.



Sheet 5
CP-1
of 23



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

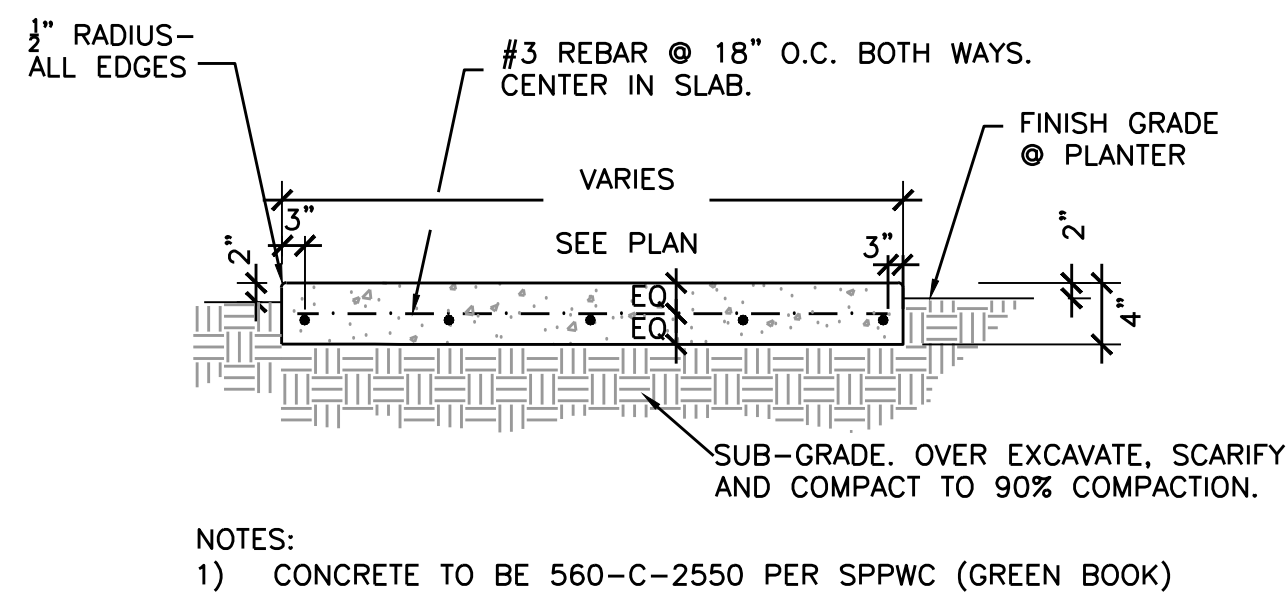
Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

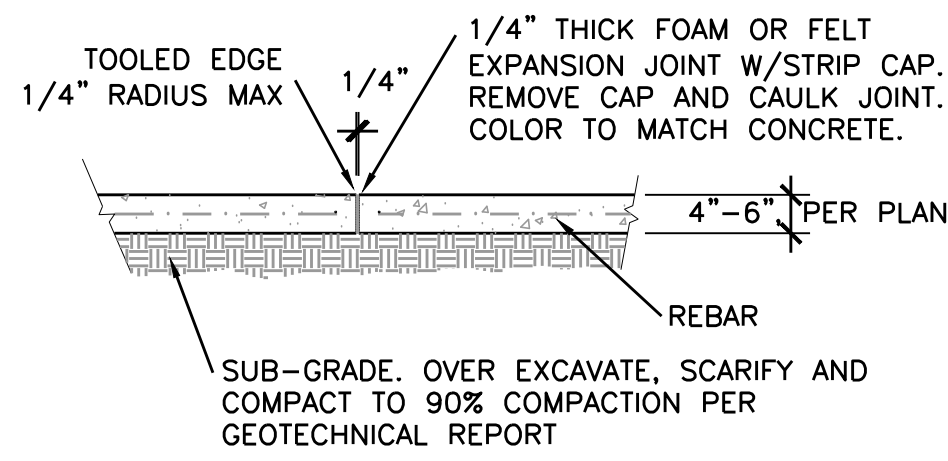
Description:
CONSTRUCTION
PLAN



4" THICK CONCRETE

NOT TO SCALE

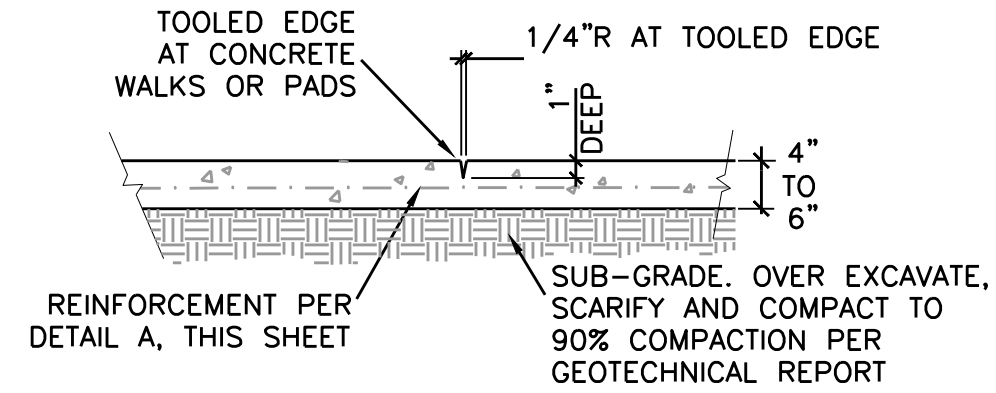
A



EXPANSION JOINT

NOT TO SCALE

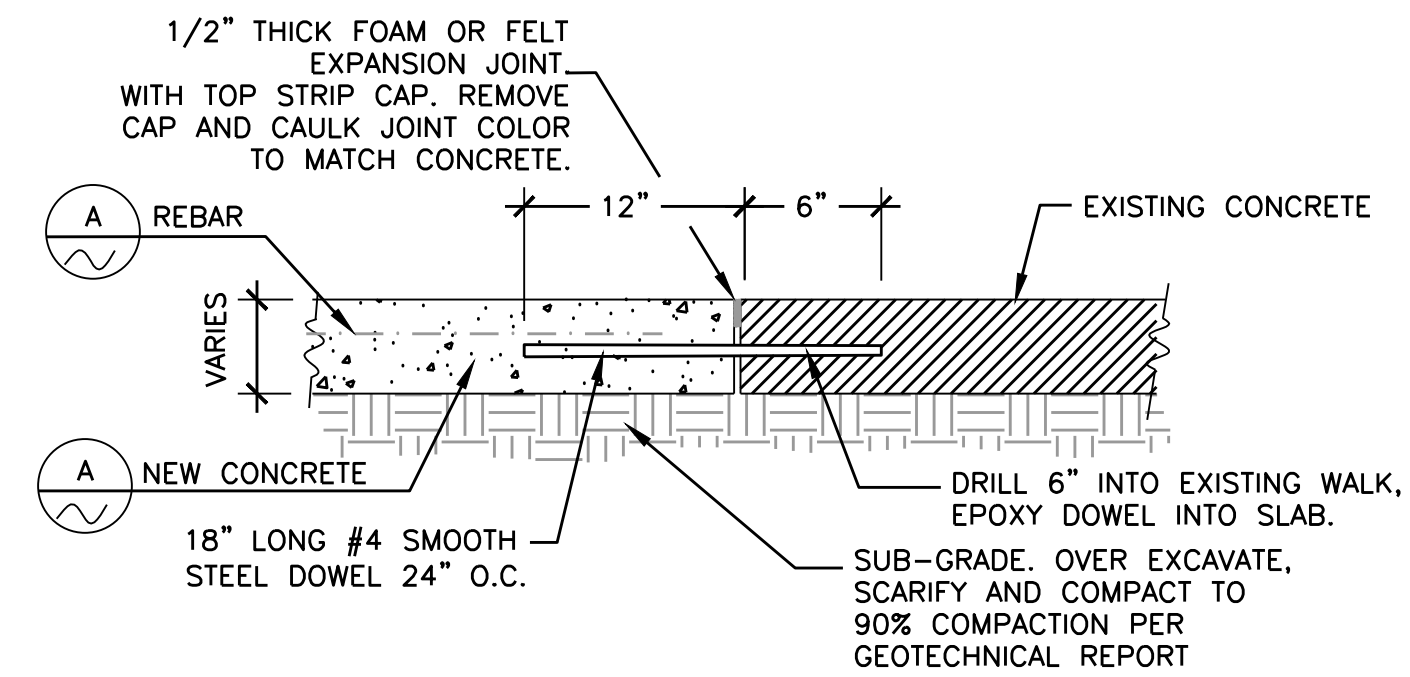
B



CONTROL JOINT

NOT TO SCALE

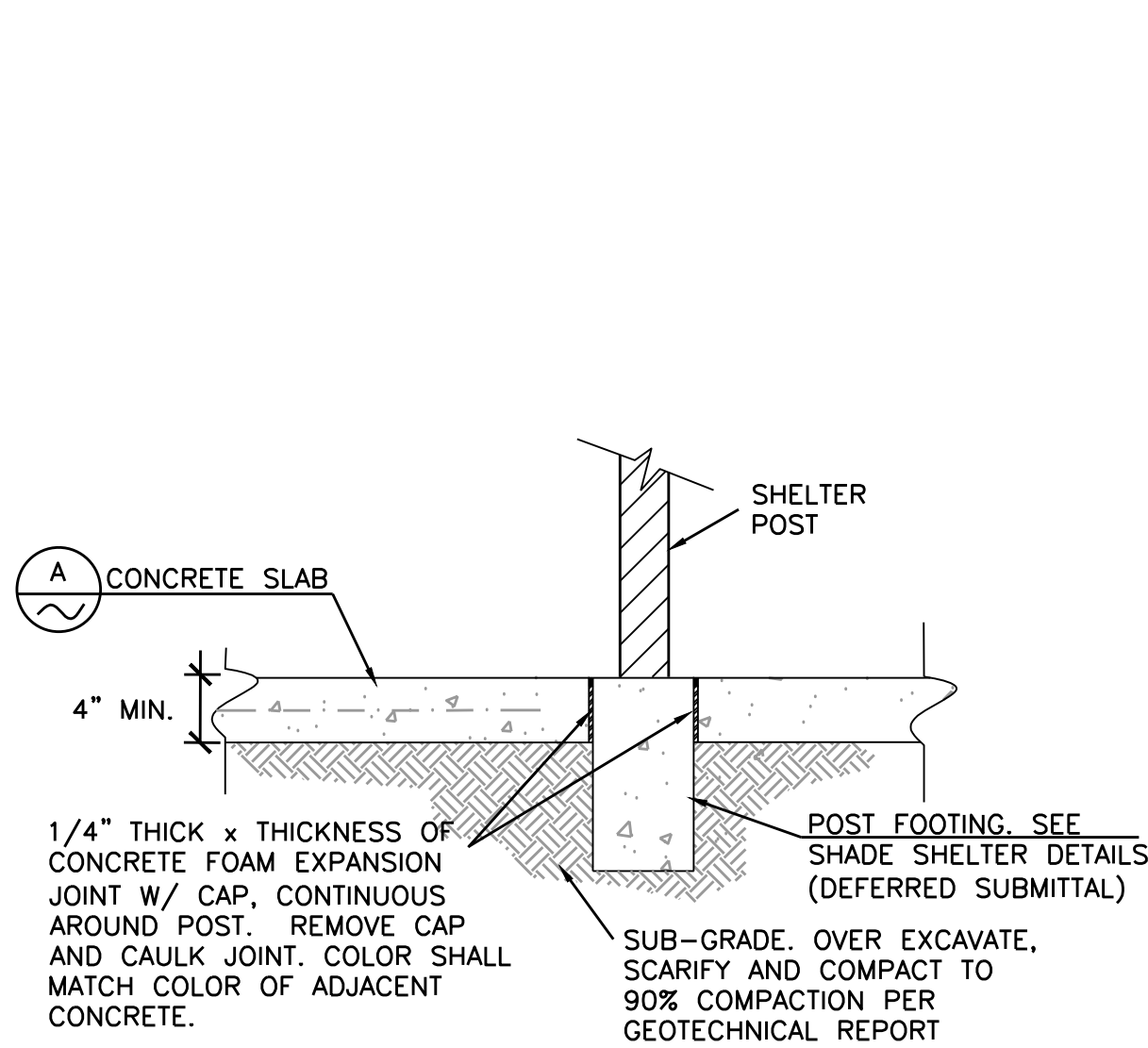
C



MEET & MATCH EXISTING

NOT TO SCALE

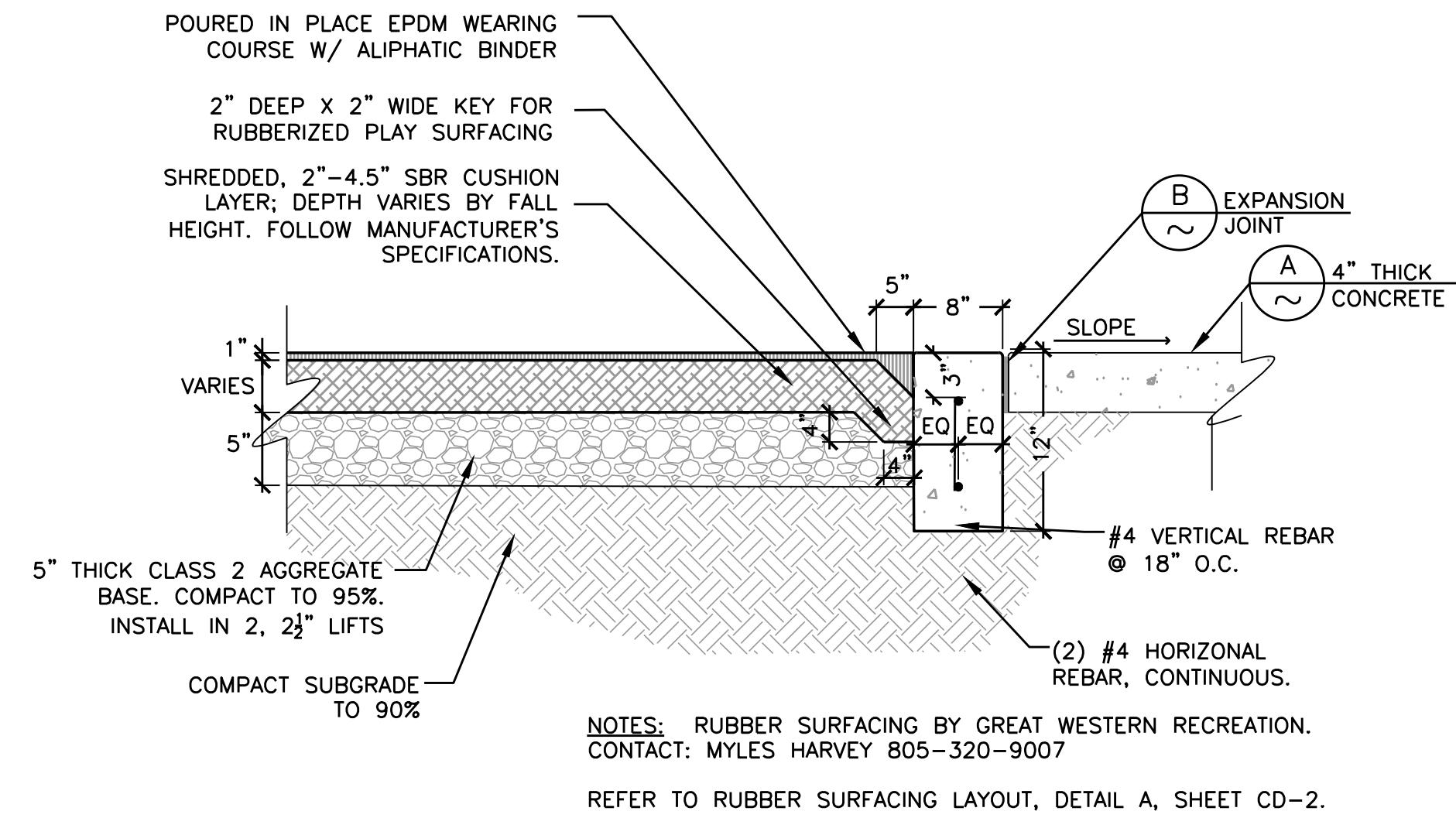
D



CAULKED JOINT AT POST

NOT TO SCALE

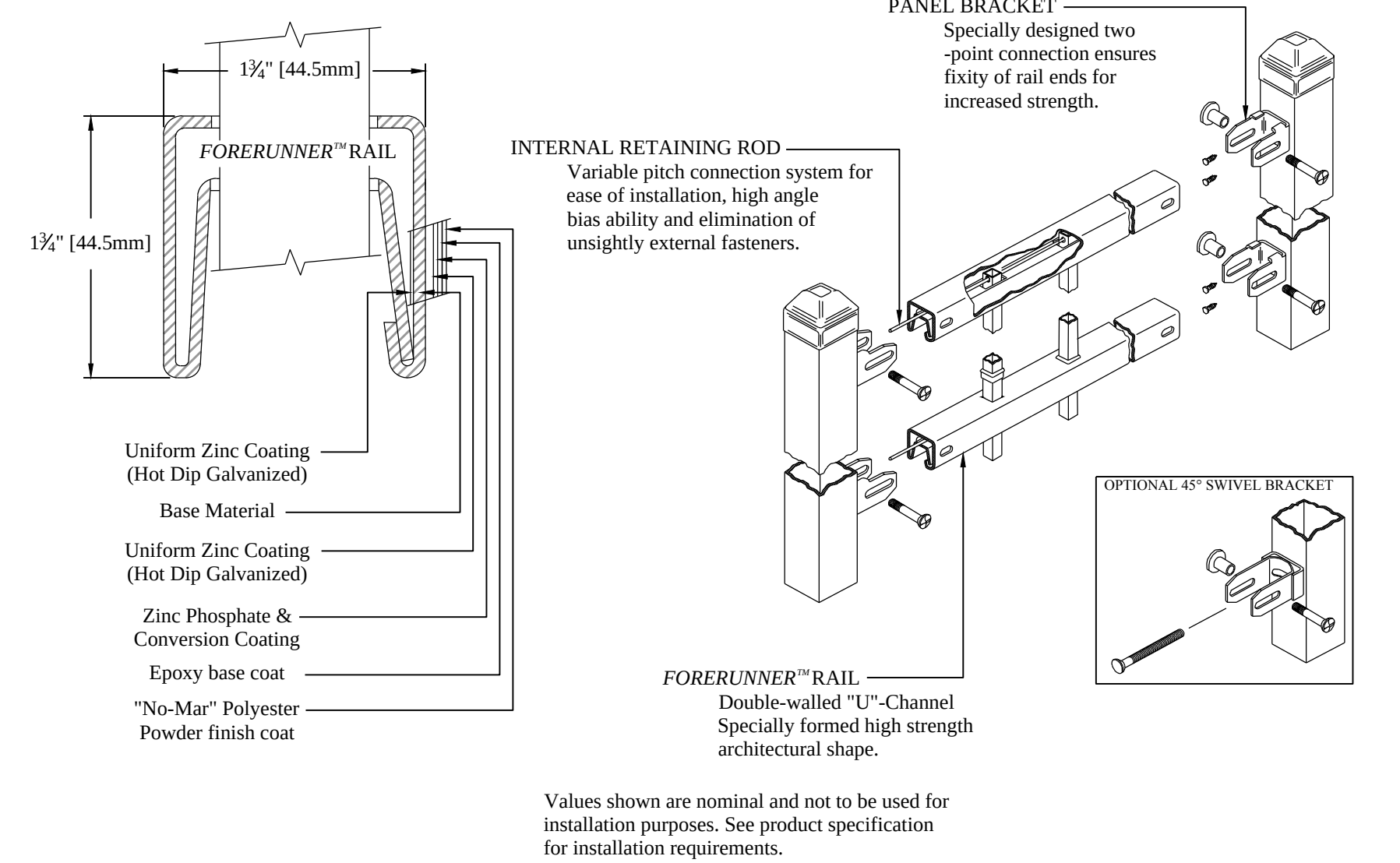
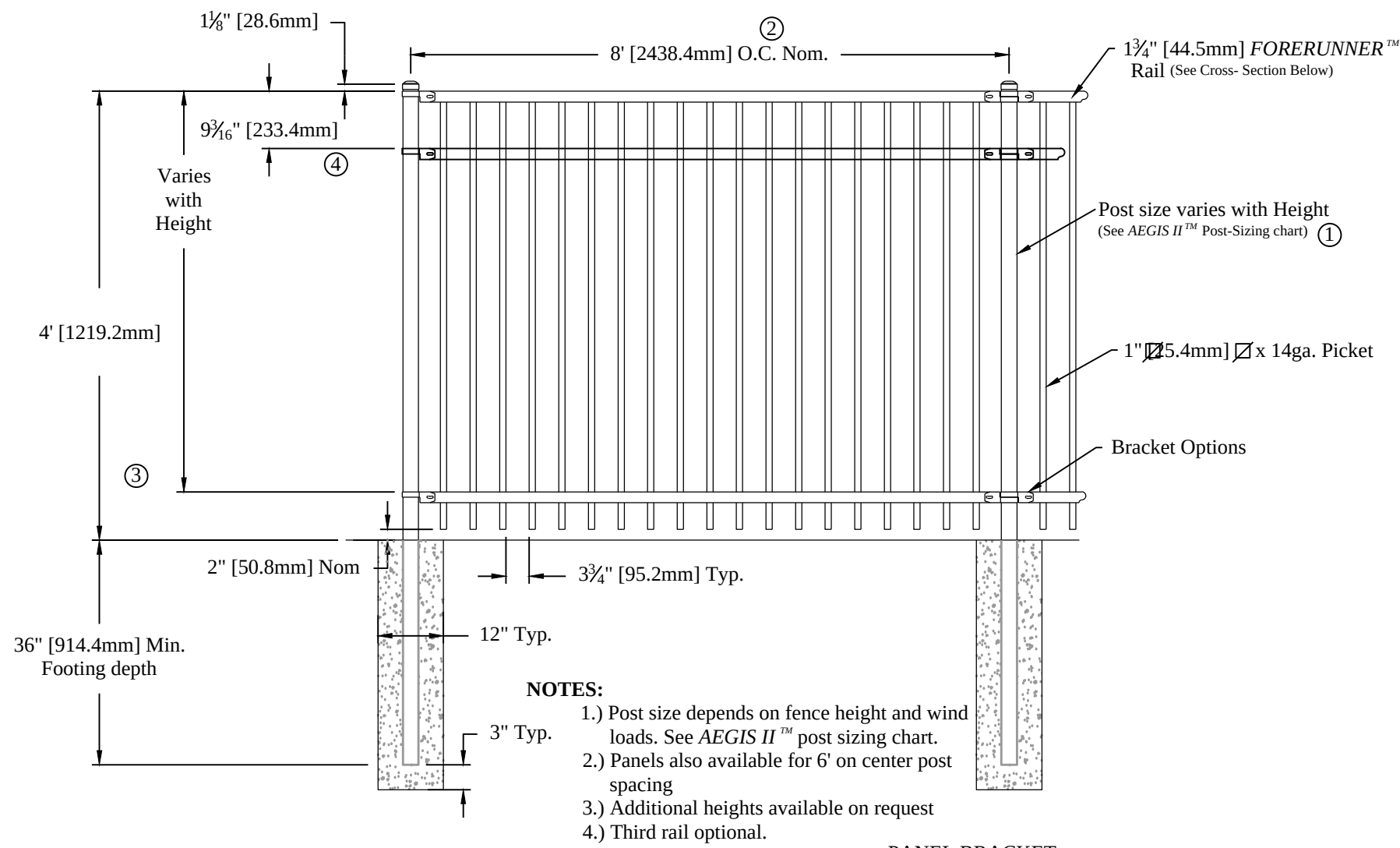
E



RUBBER SURFACING AND CONCRETE PLAY CURB

NOT TO SCALE

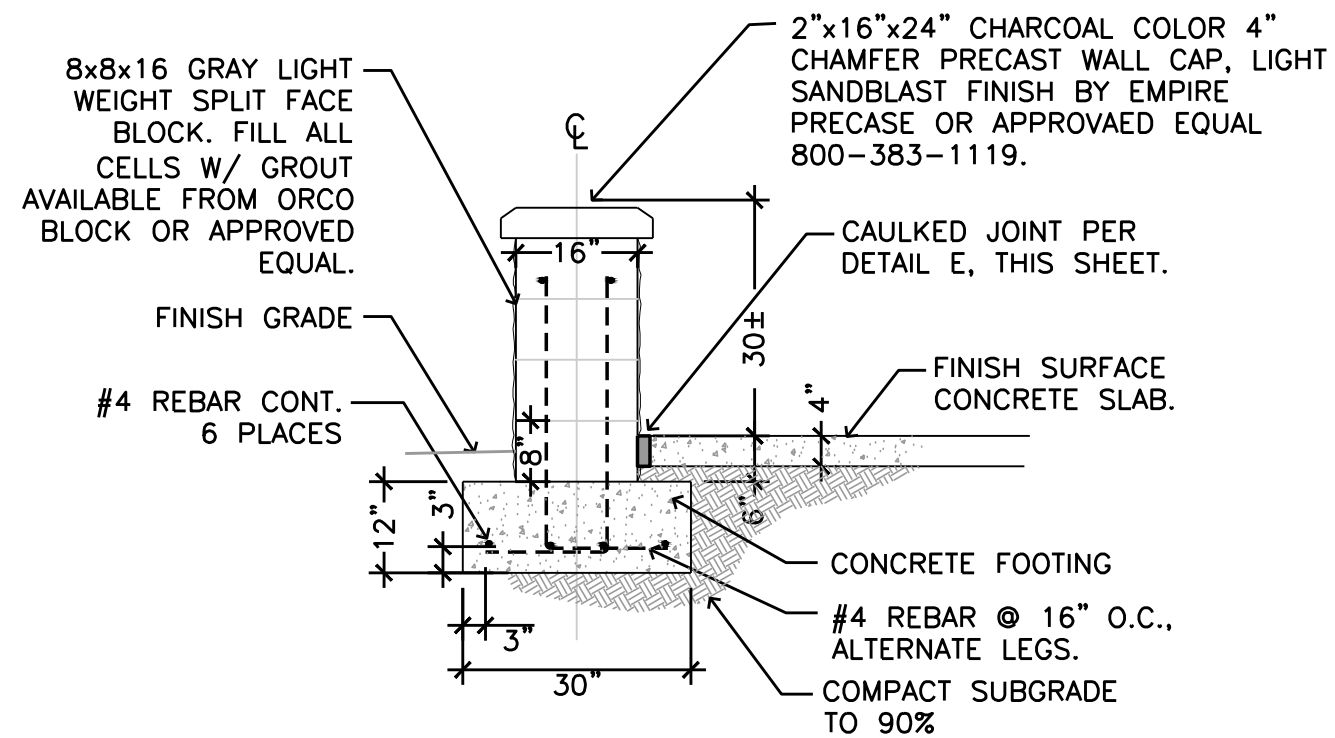
F



4' AMERISTAR FENCE

NOT TO SCALE

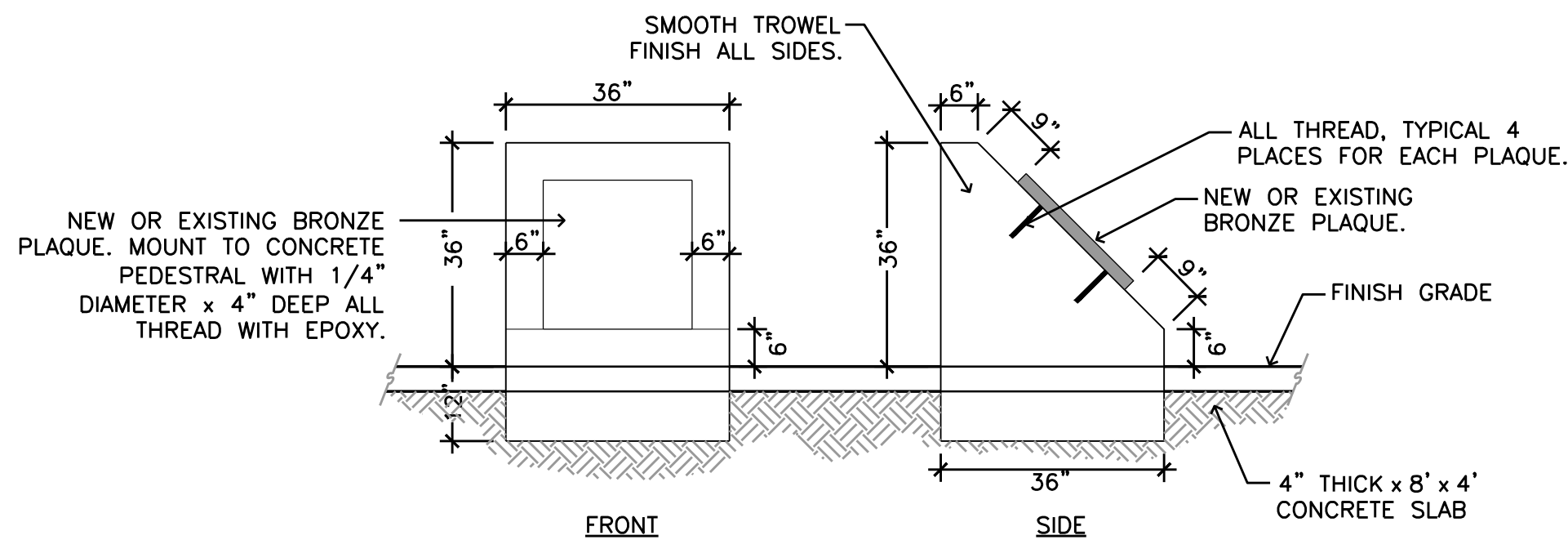
G



30" SEAT WALL

NOT TO SCALE

H



CONCRETE PEDESTAL AND BRONZE PLAQUE INSTALLATION

SCALE: 1/2" = 1'-0"

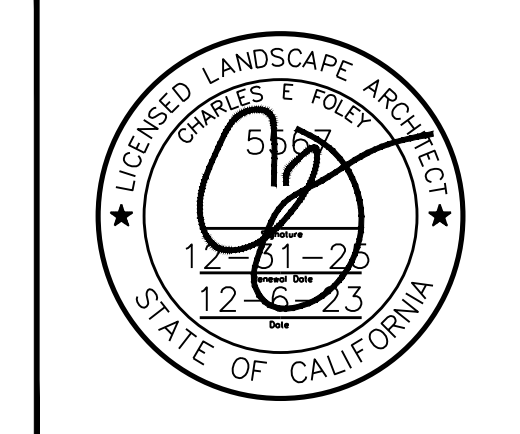
I



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

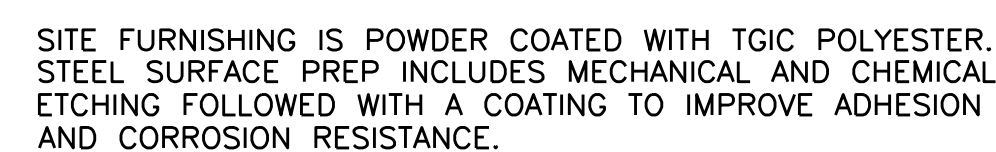
STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



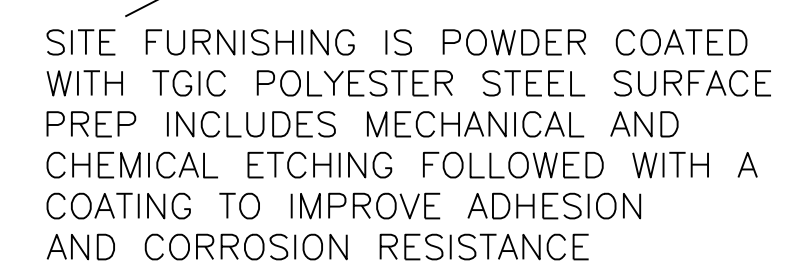
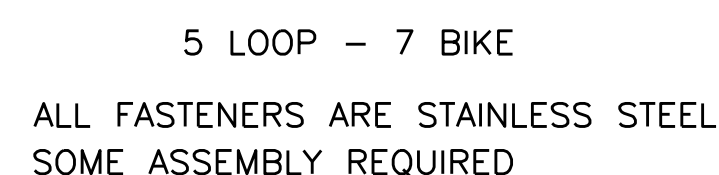
Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:
CONSTRUCTION DETAILS

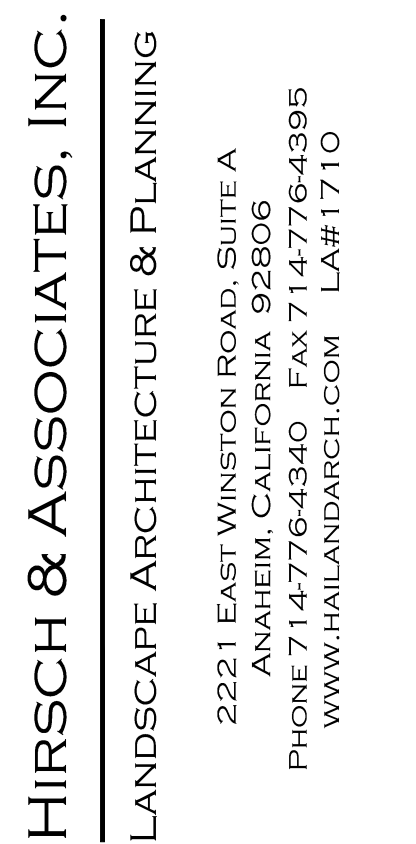
Sheet 6
CD-1
of 23



ALL FASTENERS ARE STAINLESS STEEL
SOME ASSEMBLY REQUIRED



NOTE: CONTRACTOR SHALL SURFACE MOUNT TRASH RECEPTACLES
USING PROVIDED ANCHOR BOLTS AND CONTRACTOR PROVIDED EPOXY.



Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

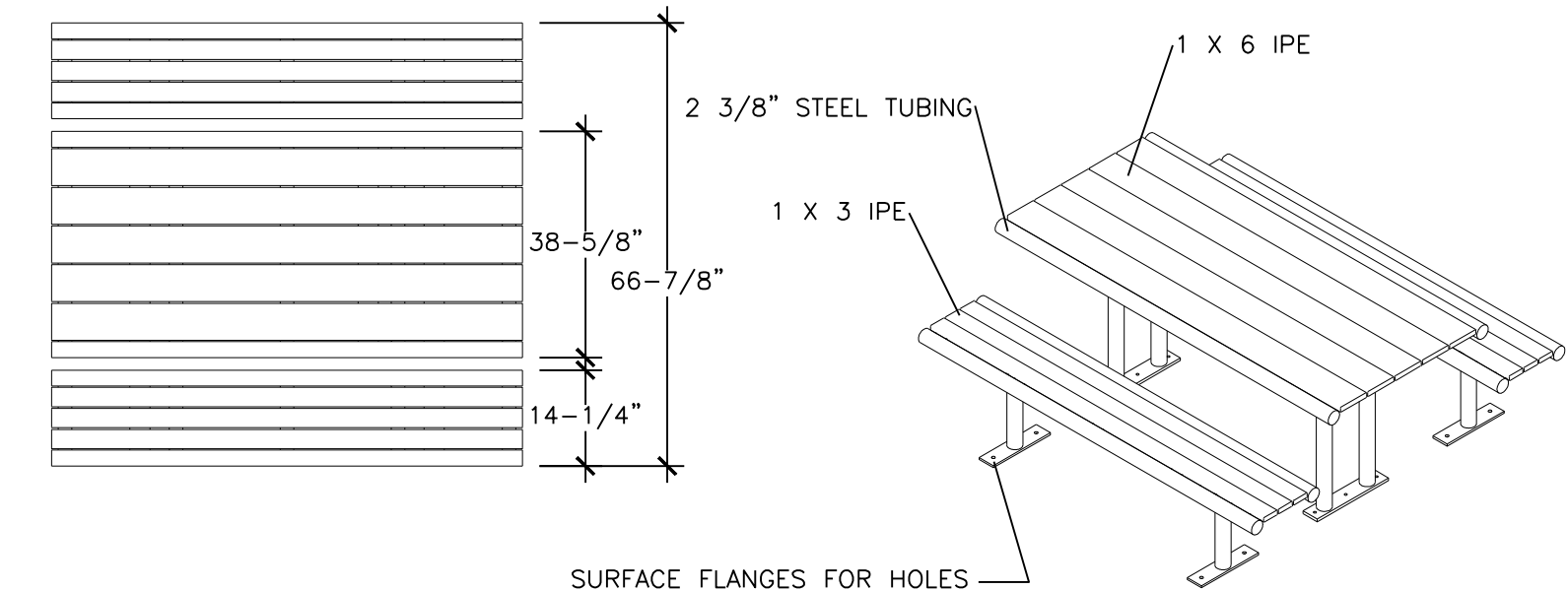


Date: 12-6-23
Design: M HIRSCH
Job No: 2267

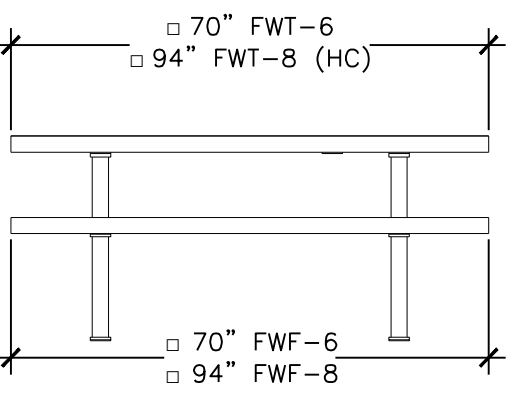
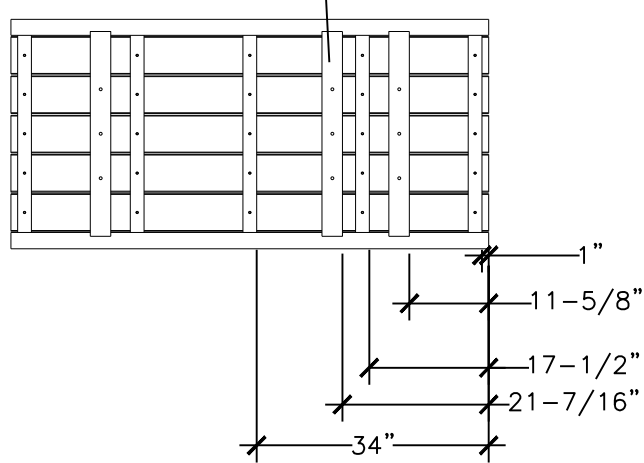
Description:

CONSTRUCTION
DETAILS

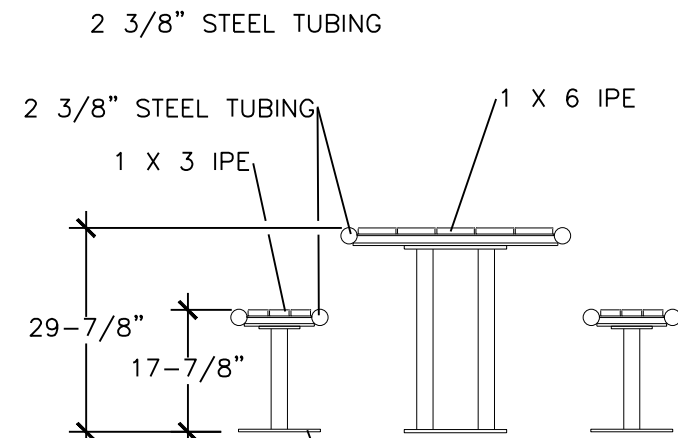
Sheet 7
CD-2
of 23



TOPS INCLUDE A HANDICAP LOCATION FOR ADA SEATING



SURFACE FLANGES FOR HOLES FOR 1/2" ANCHORS

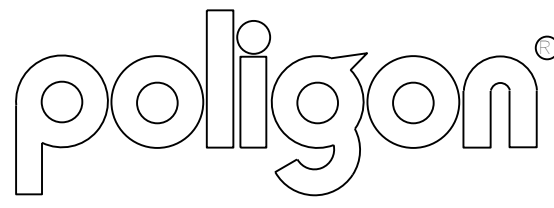


SURFACE FLANGES FOR HOLES FOR 1/2" ANCHORS

PICNIC TABLE

SCALE: NTS

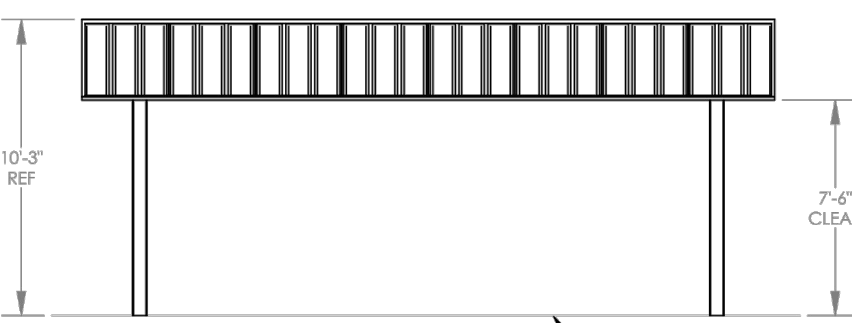
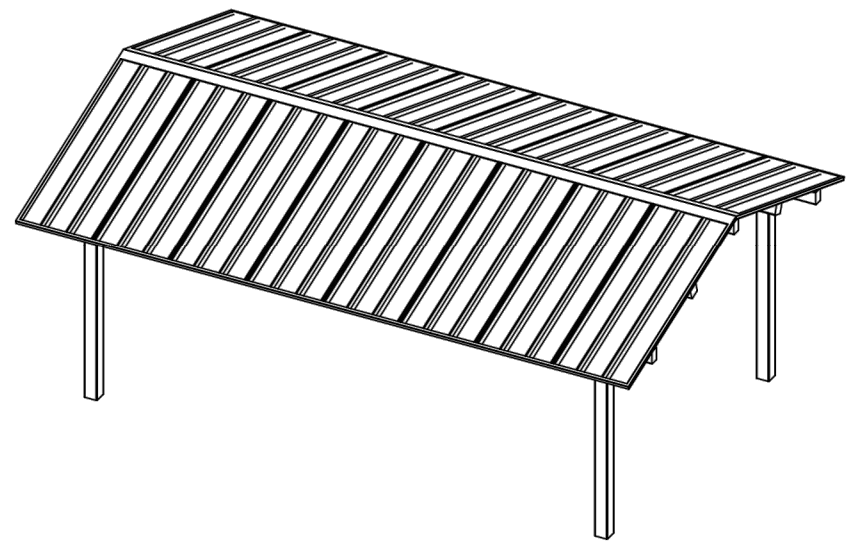
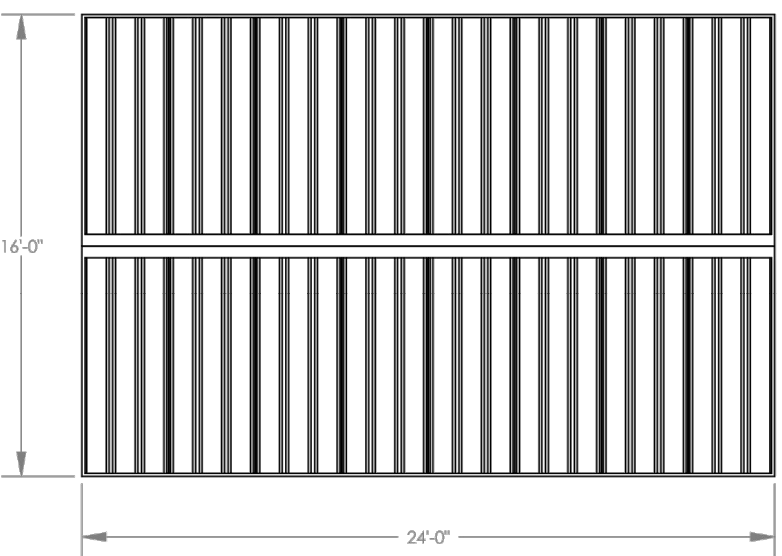
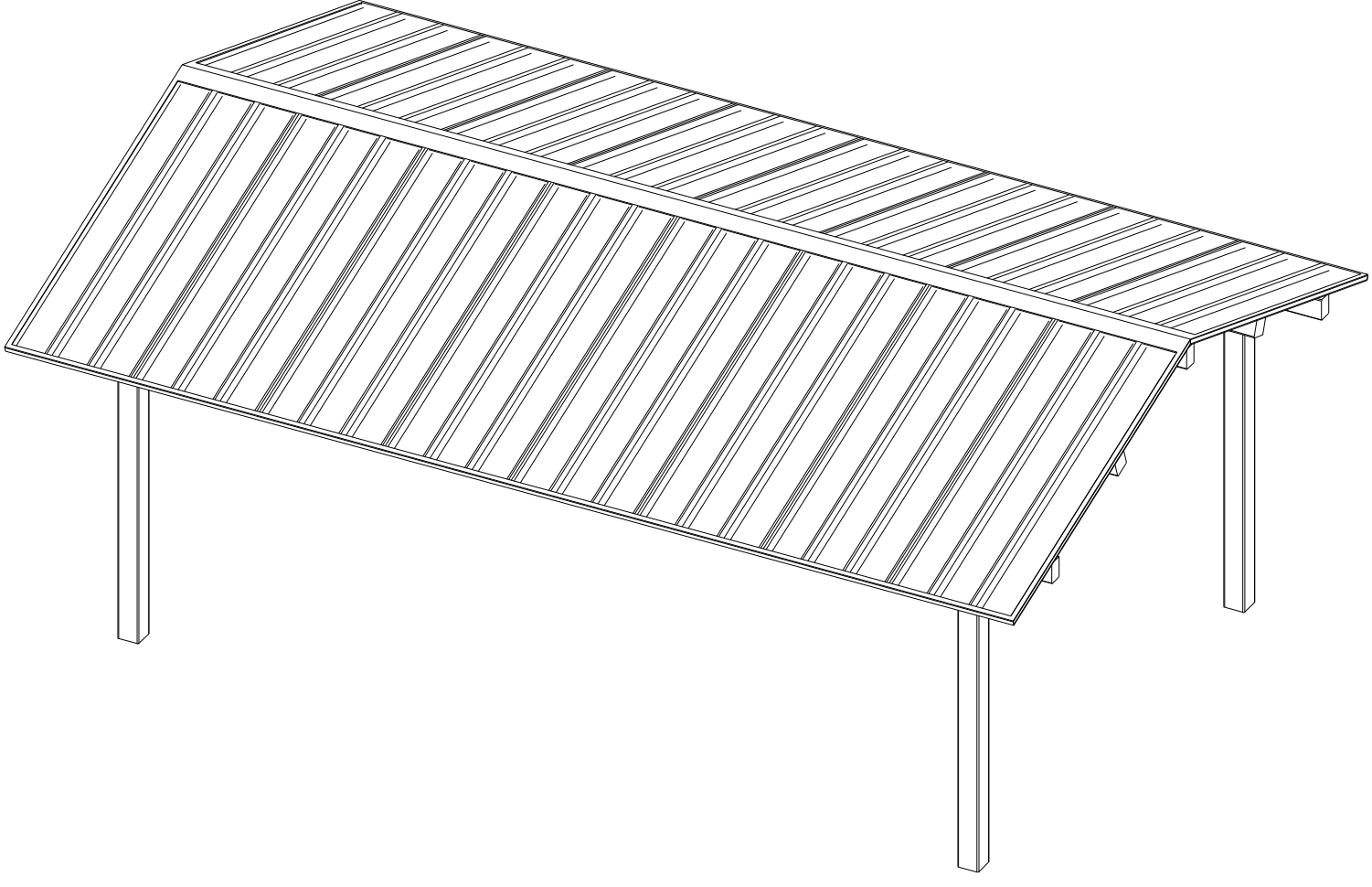
A



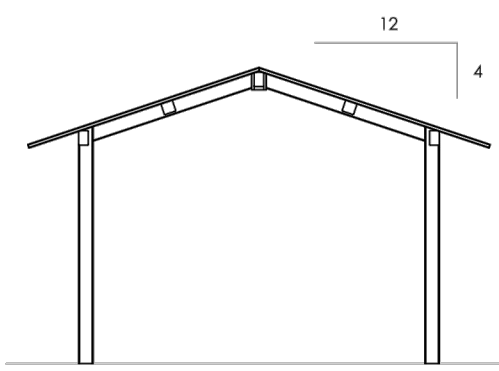
PROJECT: _____
LOCATION: _____
BUILDING TYPE: REK 16x24
ROOF TYPE: MULTI-RIB

DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



FINISH GRADE. MOUNTING VARIES BASED ON ENGINEERING REQUIREMENTS.



- GENERAL ROOF NOTES:**
- METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
 - TRIM COLOR MATCHES ROOF
 - SEE POLYGON.COM FOR COLOR OPTIONS

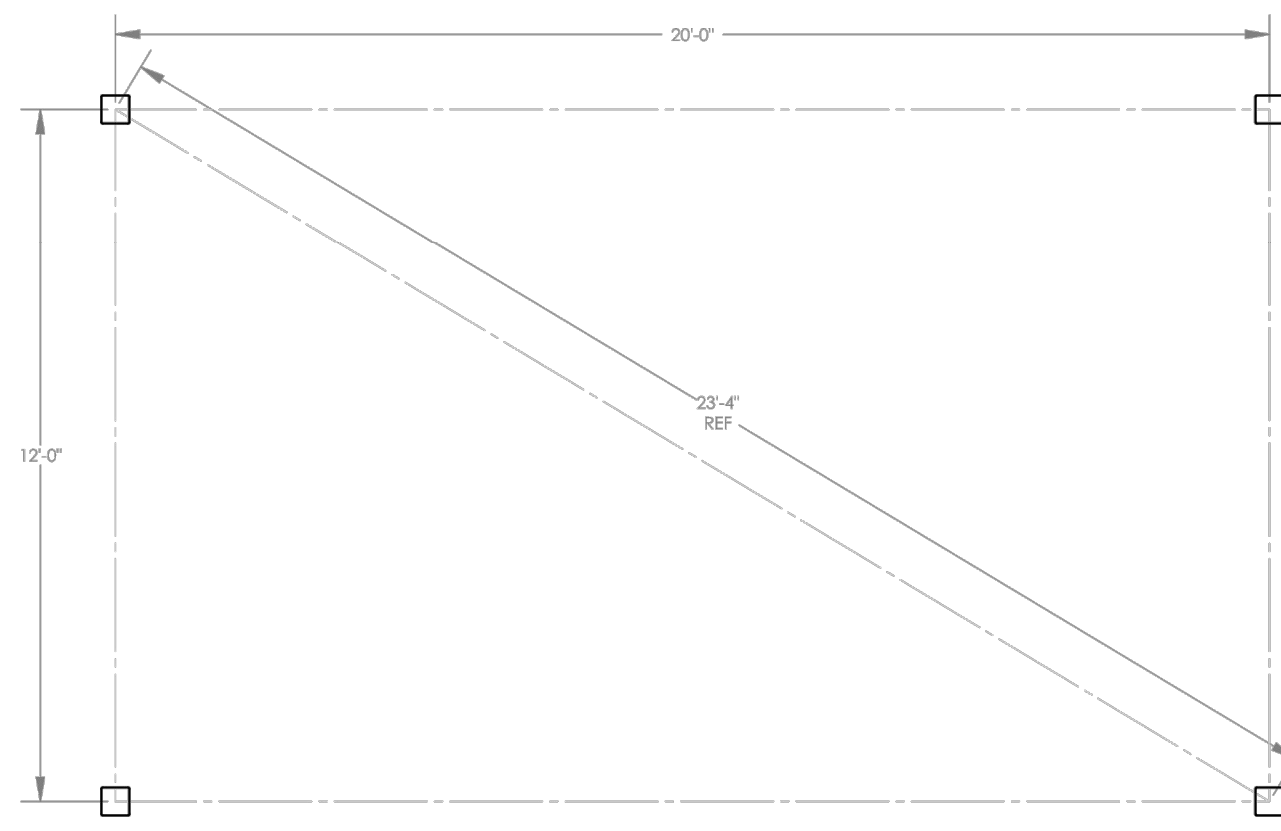
STOP!!
NOT FOR CONSTRUCTION
USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWN BY: ARCHITECTURAL ELEVATIONS
SCALE: 1/64
REV LEVEL: A
DATE: 12-6-23
POLYGON (616)399-1963 www.polygon.com
by PORTERCORP

SHEET 1

BASEPLATE NOTES:

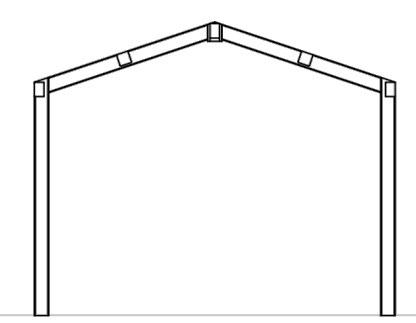
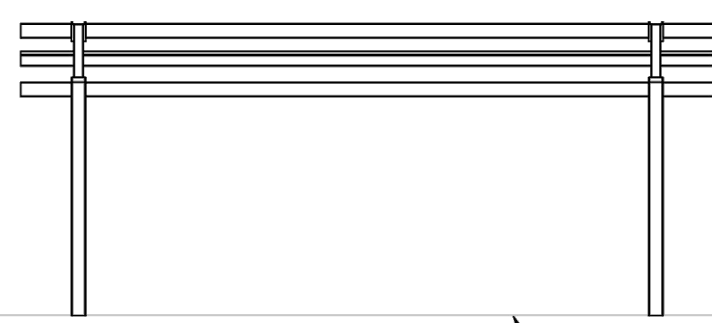
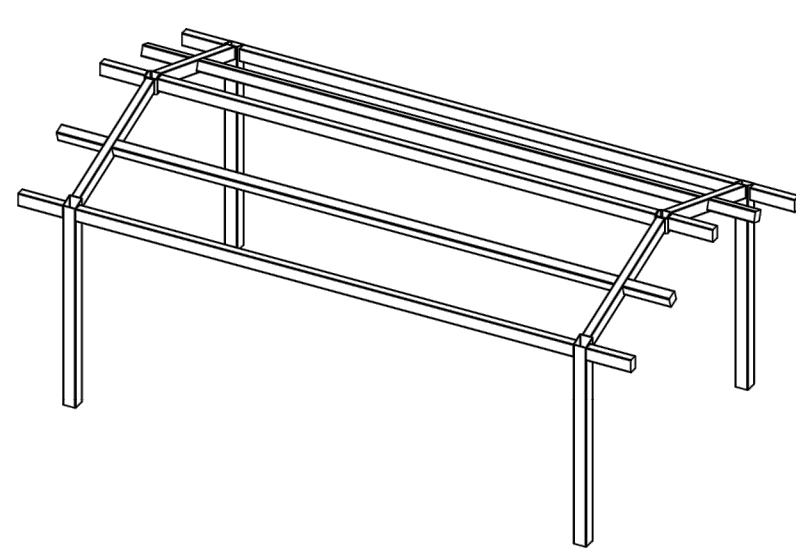
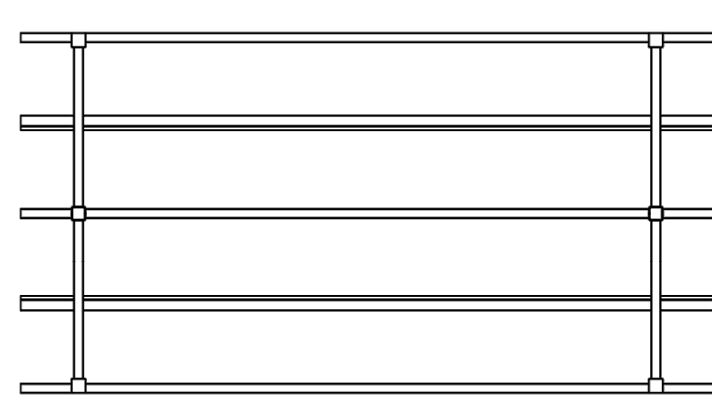
- POLYGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
- CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.



STOP!!
NOT FOR CONSTRUCTION
USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWN BY: COLUMN LAYOUT
SCALE: 1/32
REV LEVEL: A
DATE: 12-6-23
POLYGON (616)399-1963 www.polygon.com
by PORTERCORP

SHEET 3



STOP!!
NOT FOR CONSTRUCTION
USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWN BY: STRUCTURAL FRAMING PLAN
SCALE: 1/64
REV LEVEL: A
DATE: 12-6-23
POLYGON (616)399-1963 www.polygon.com
by PORTERCORP

SHEET 2

NOTE: CONTRACTOR SHALL SUPPLY AND INSTALL COMPLETE SHADE SHELTER AND FOOTINGS INCLUDING CONDUIT AND LIGHTING PER ELECTRICAL PLAN. CONTRACTOR SHALL OBTAIN SHOP DRAWINGS AND STRUCTURAL CALCULATIONS FROM MANUFACTURER AND PROVIDE TO CITY AND LANDSCAPE ARCHITECT FOR REVIEW AND PROCESS FOR BUILDING PERMIT.

16' X 24' SHADE STRUCTURE

NOT TO SCALE

B

Sheet 8
CD-3
of 23



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILARCH.COM LA#17110

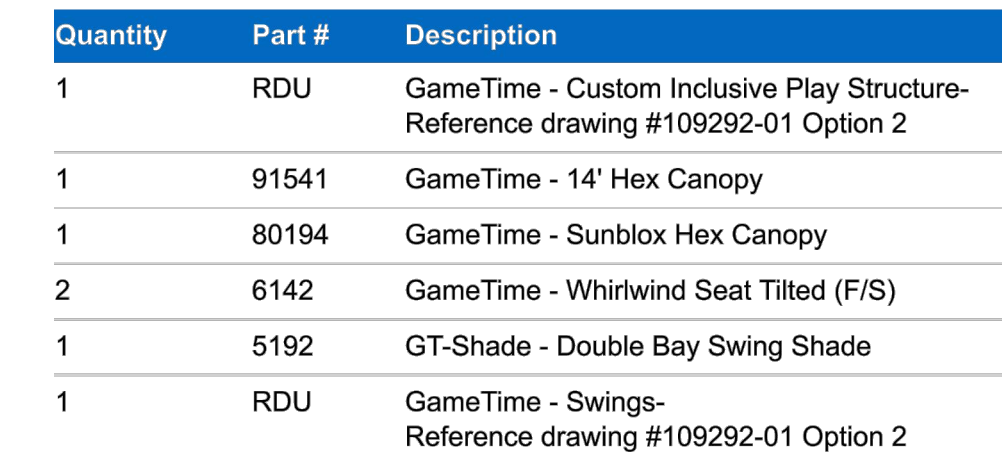
Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



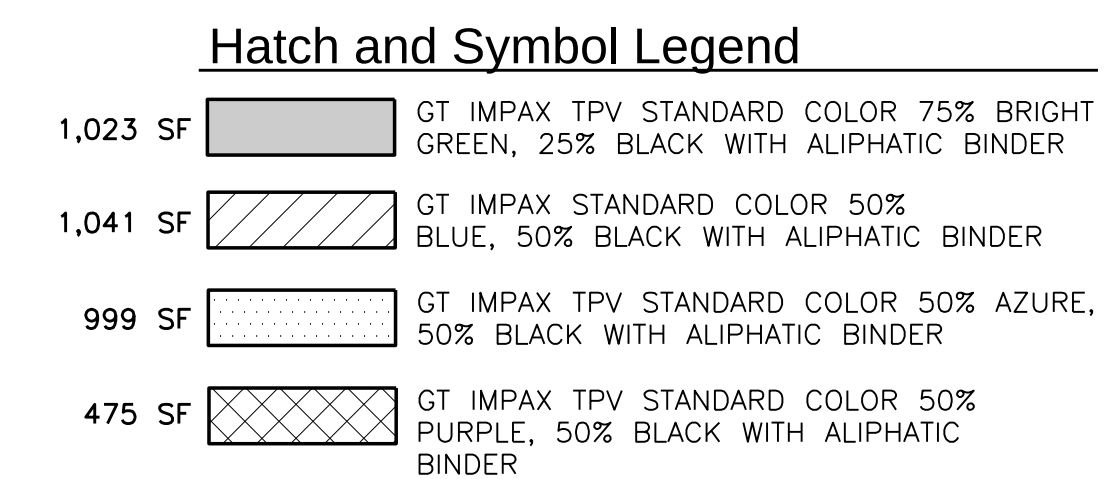
Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:
CONSTRUCTION DETAILS



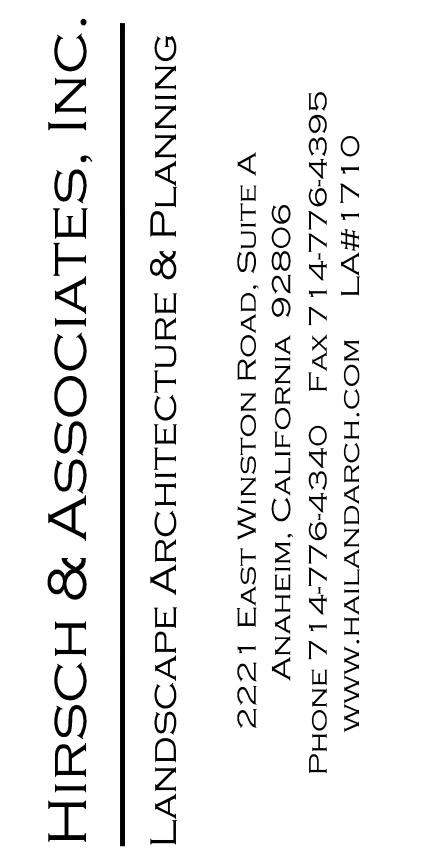
SCALE: 3/16" = 1'-0"

A

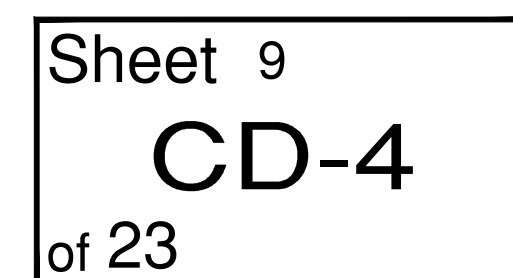


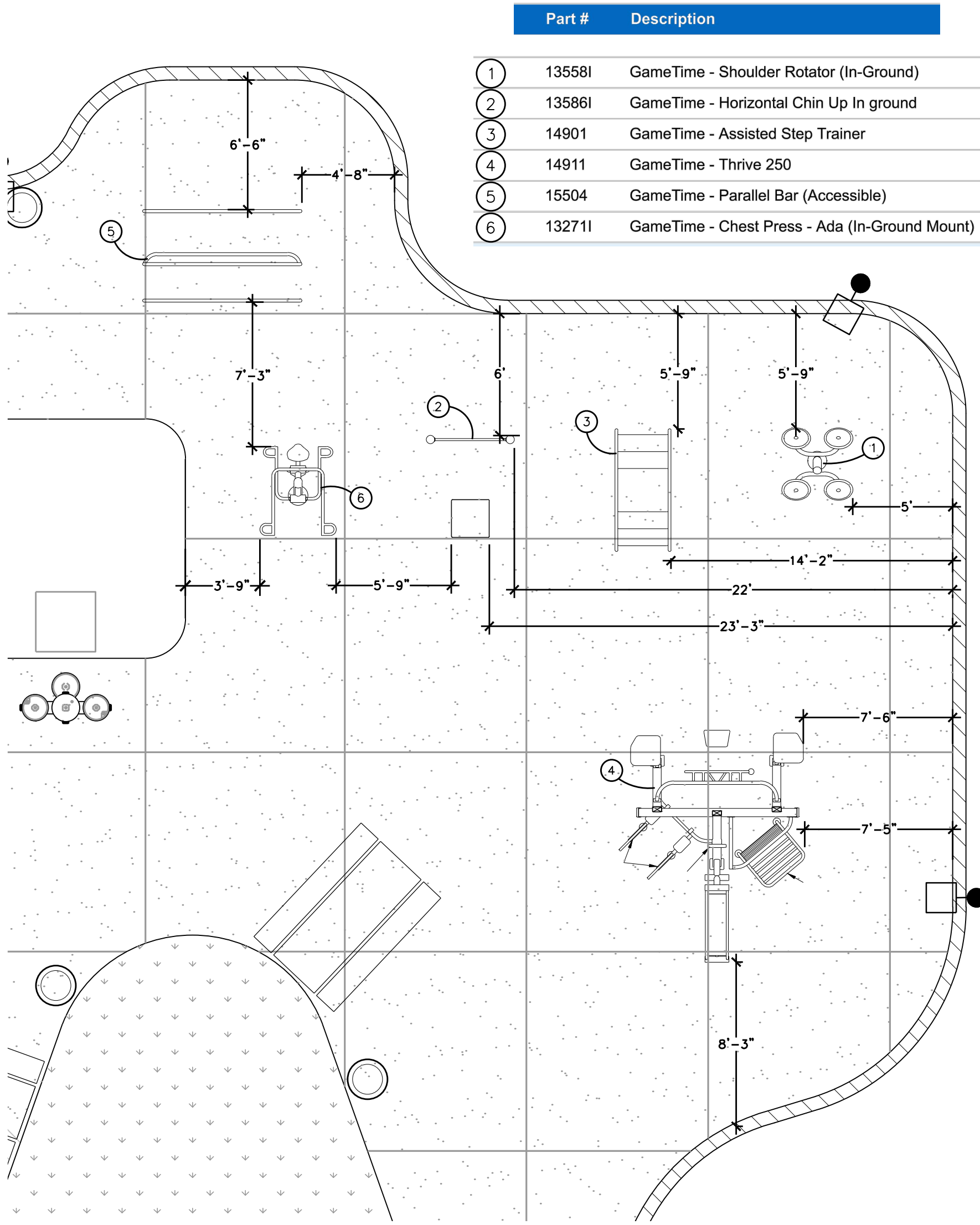
SCALE: 3/16" = 1'-0"

B



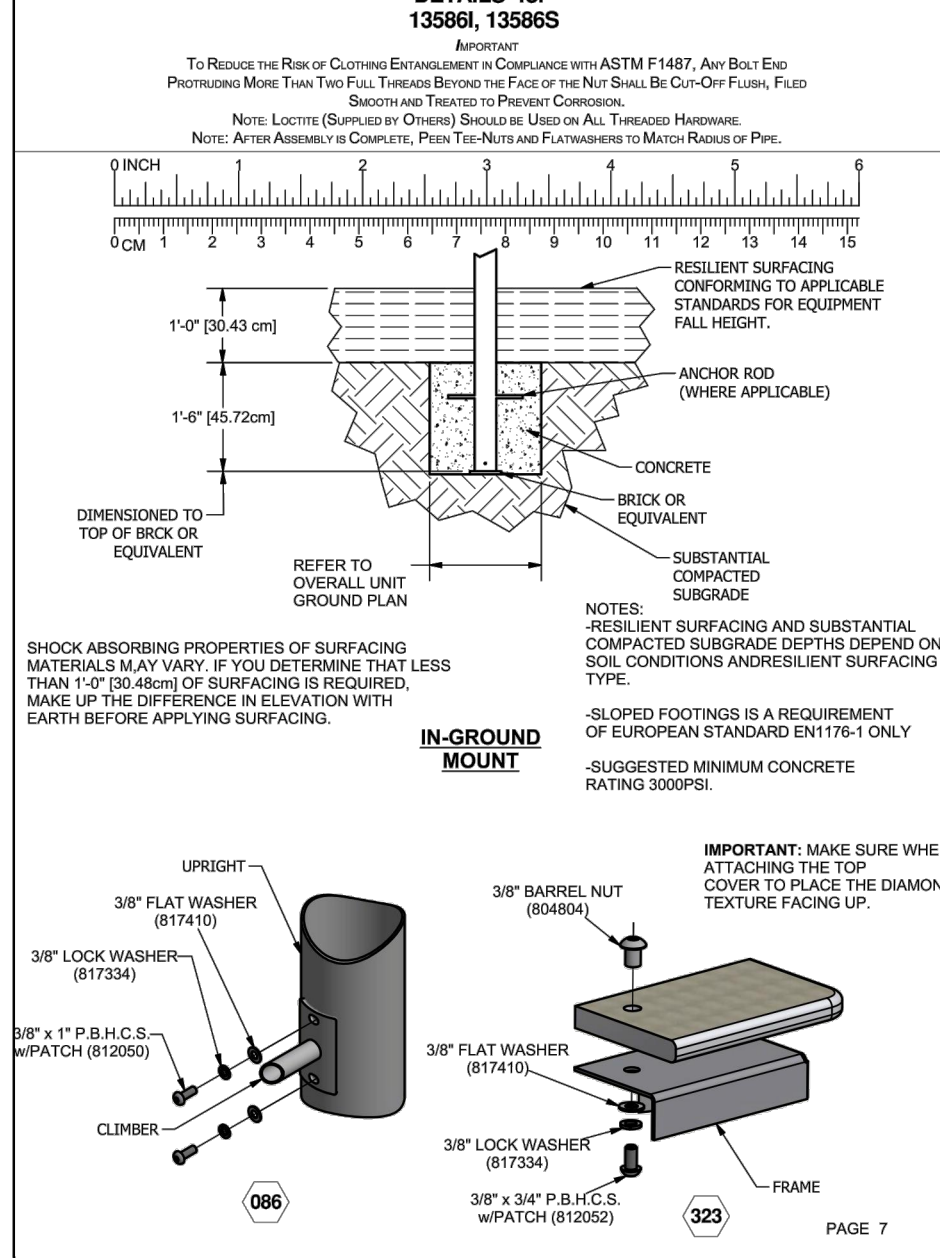
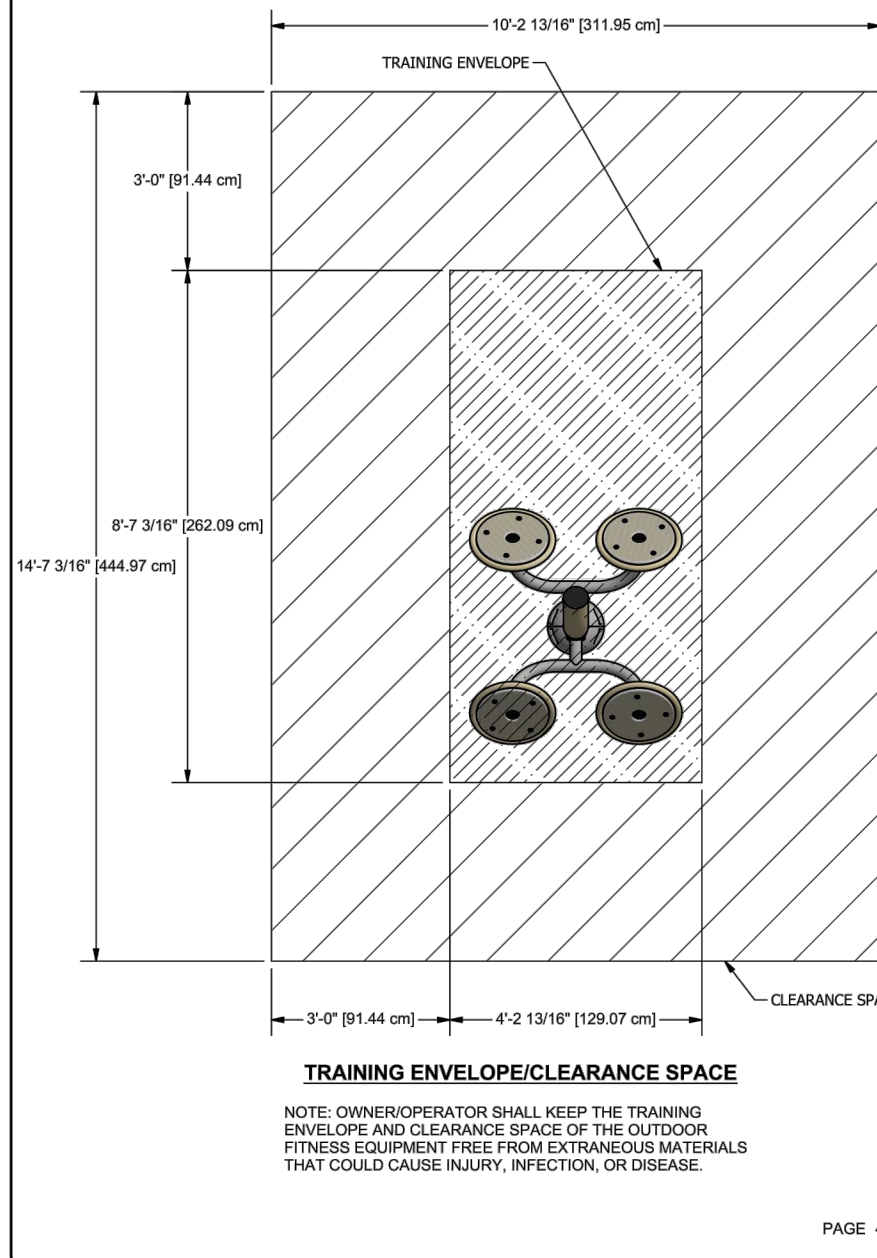
STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720





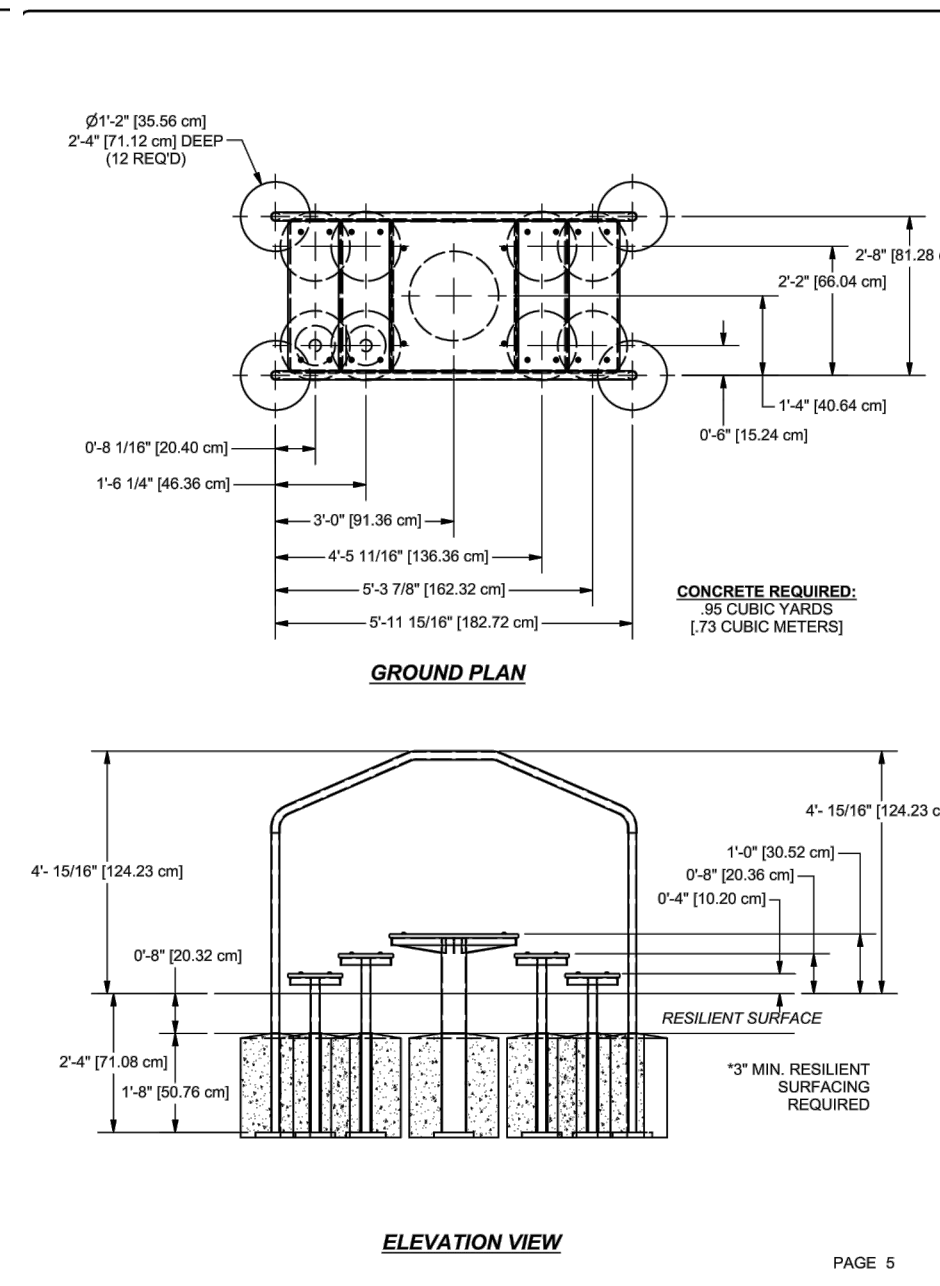
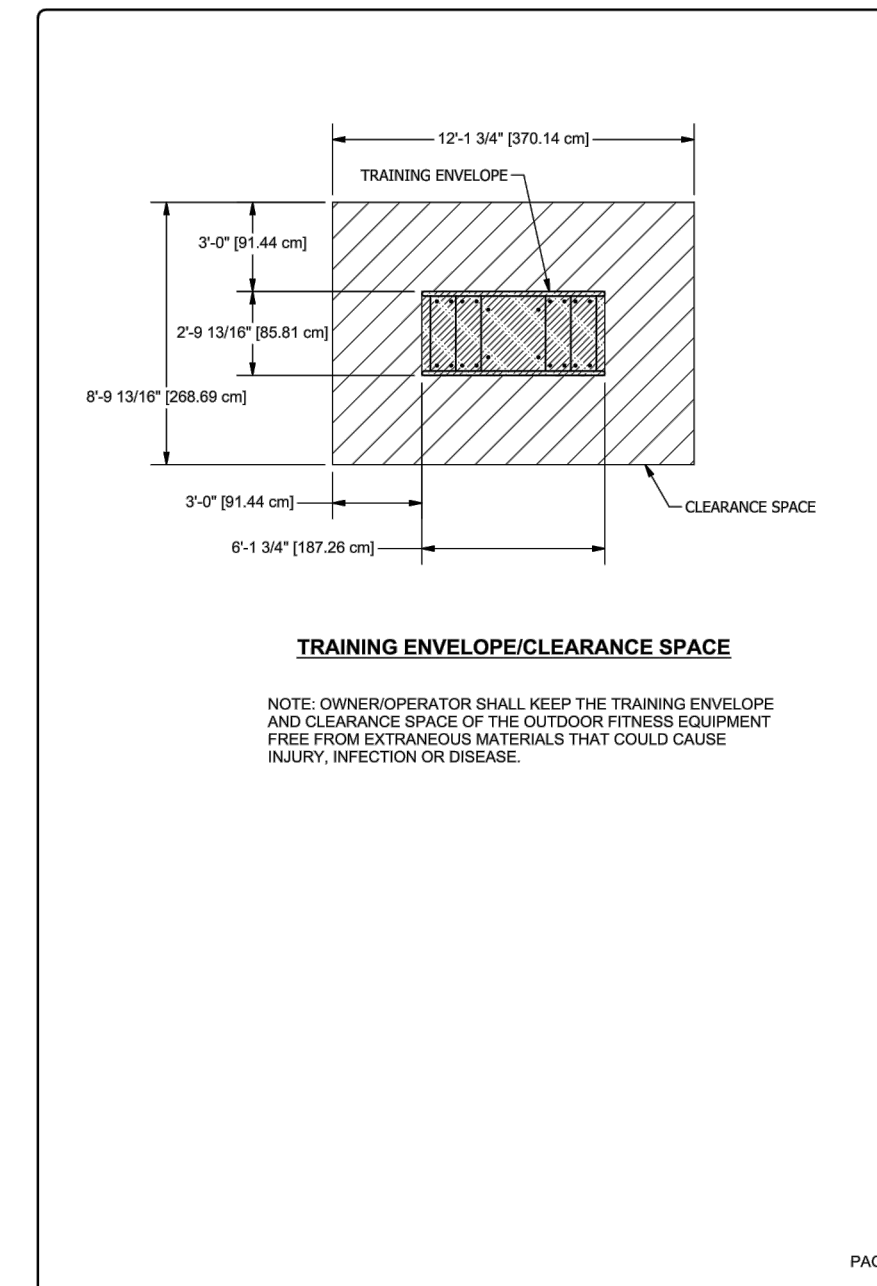
FITNESS EQUIPMENT LAYOUT

SCALE: 3/16" = 1'-0"



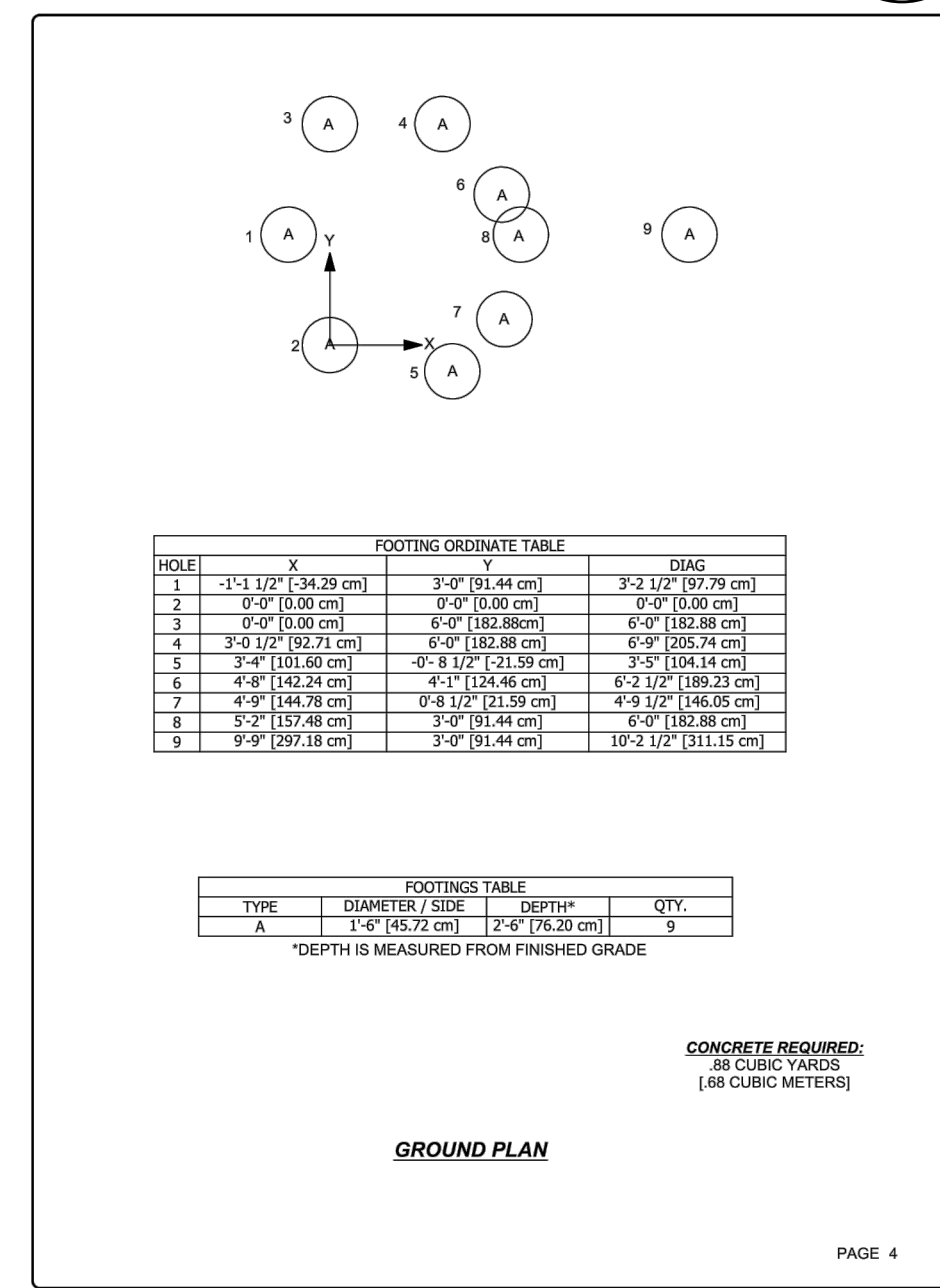
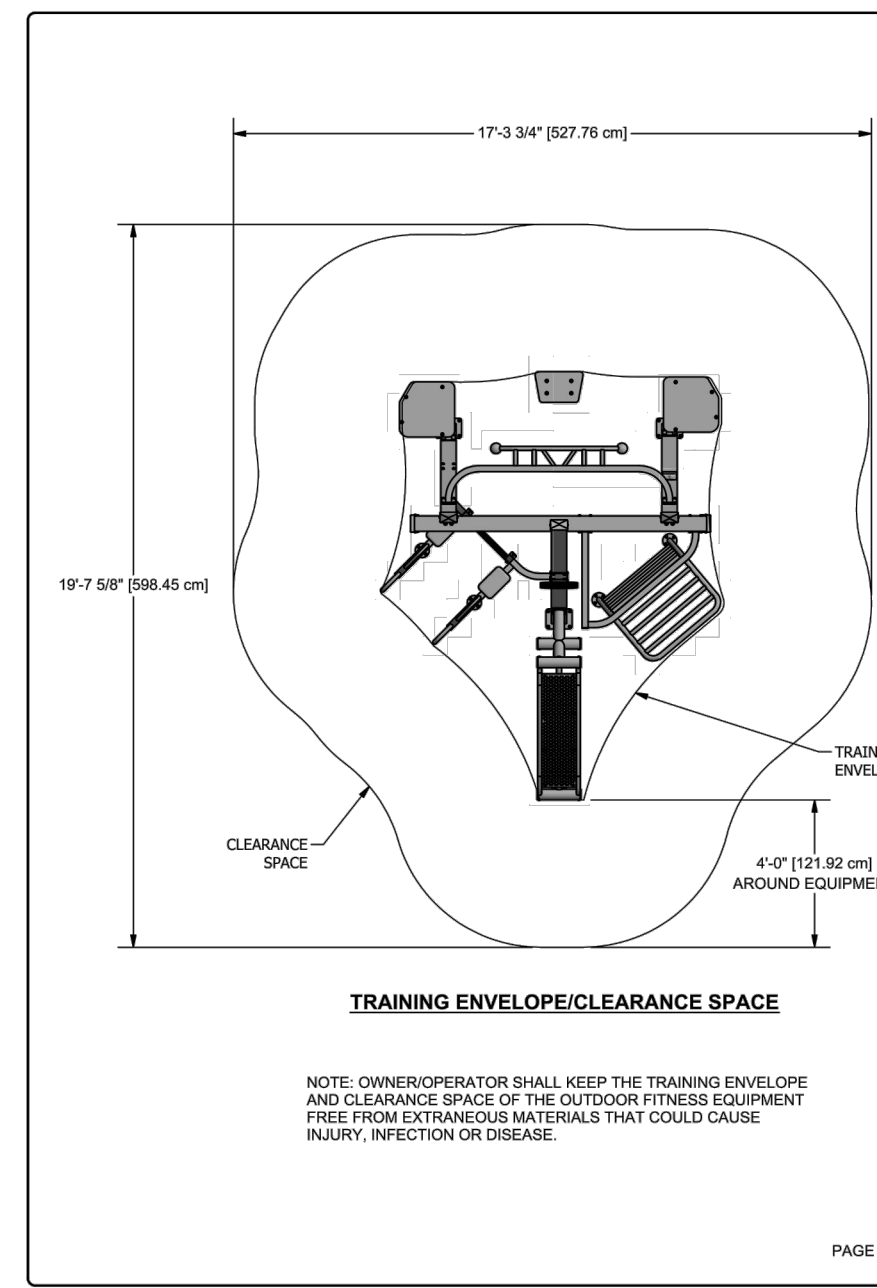
ACCESSIBLE SHOULDER ROTATOR

NOT TO SCALE

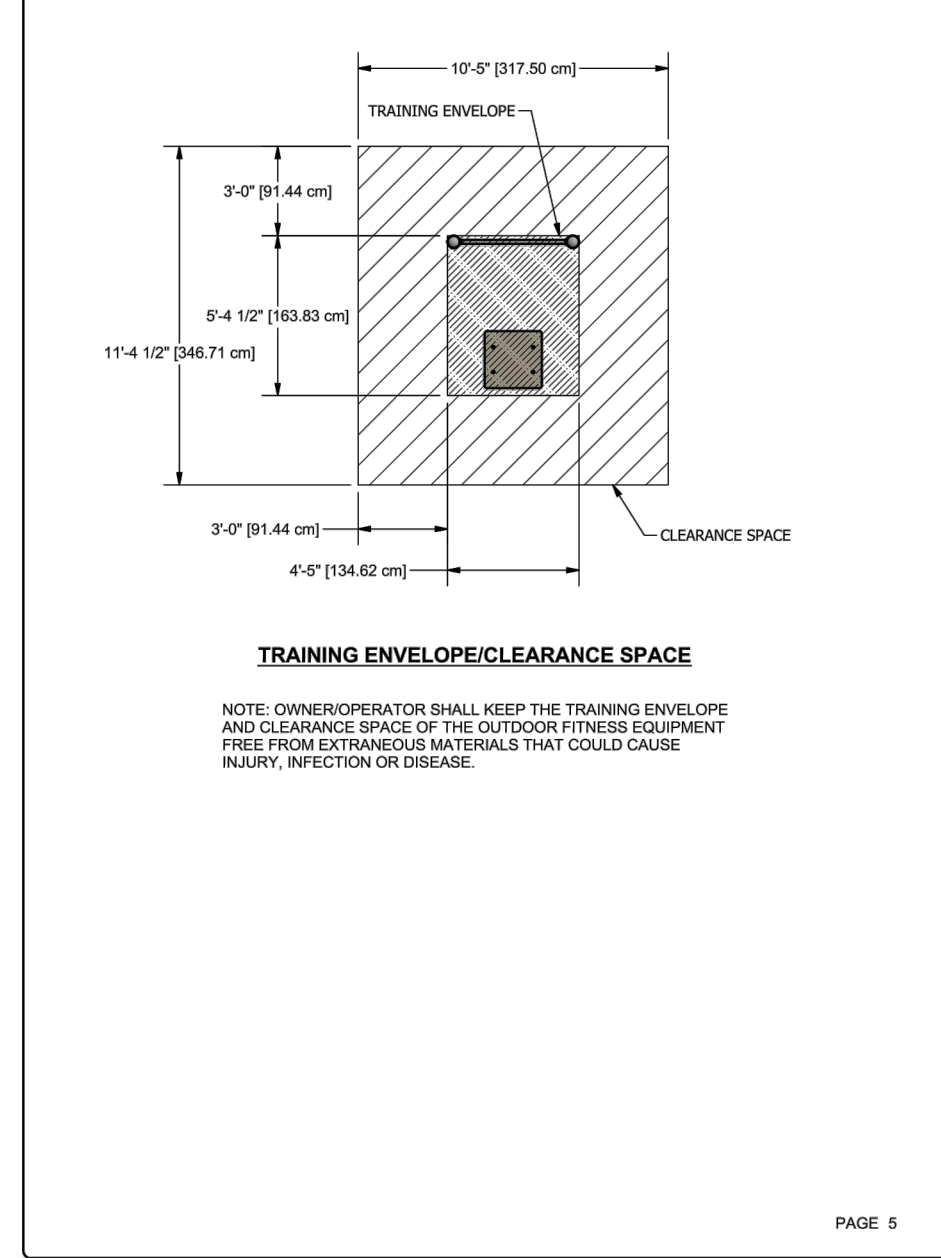


ASSISTED STEP TRAINER

NOT TO SCALE

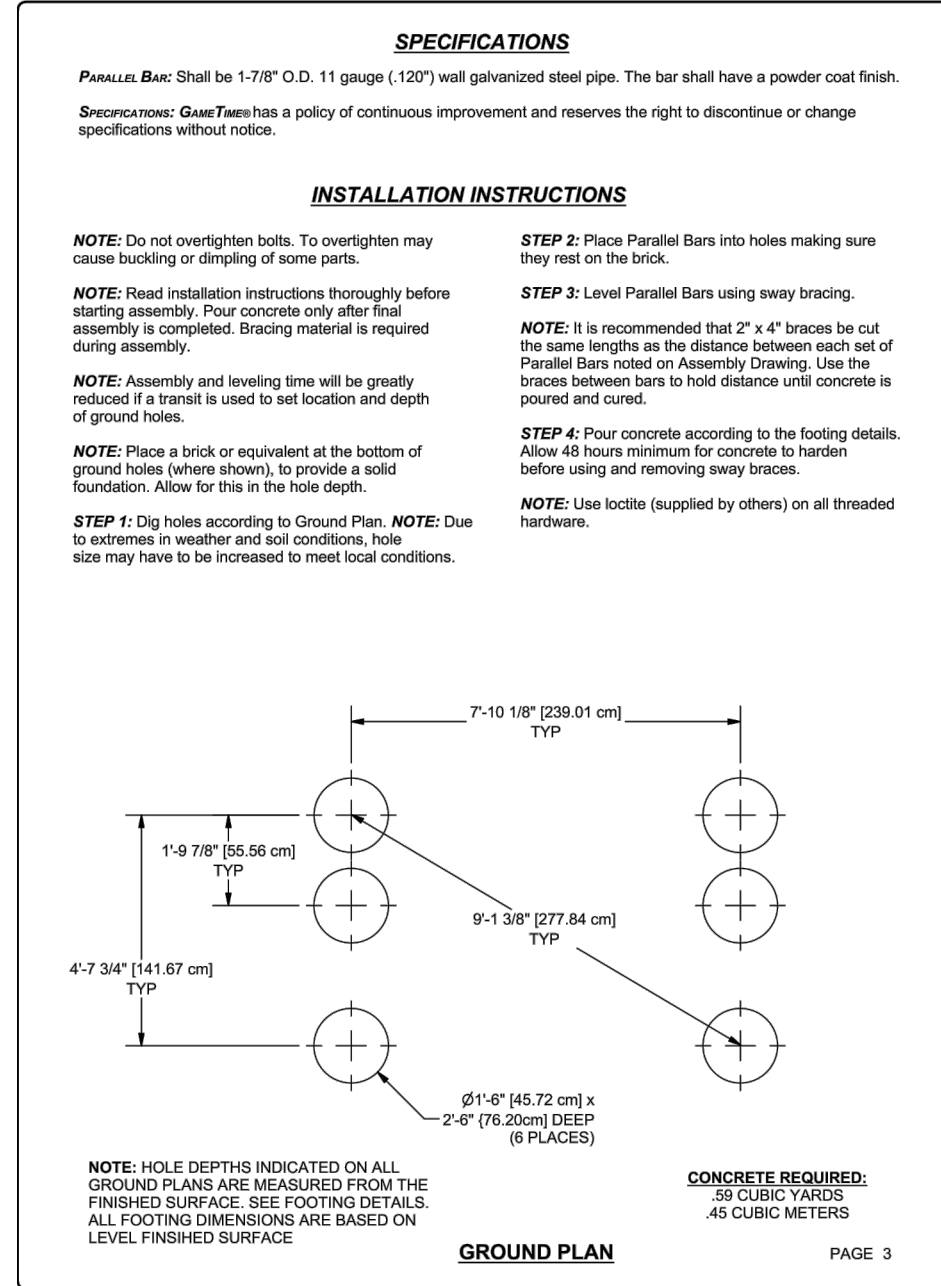


THRIVE 250



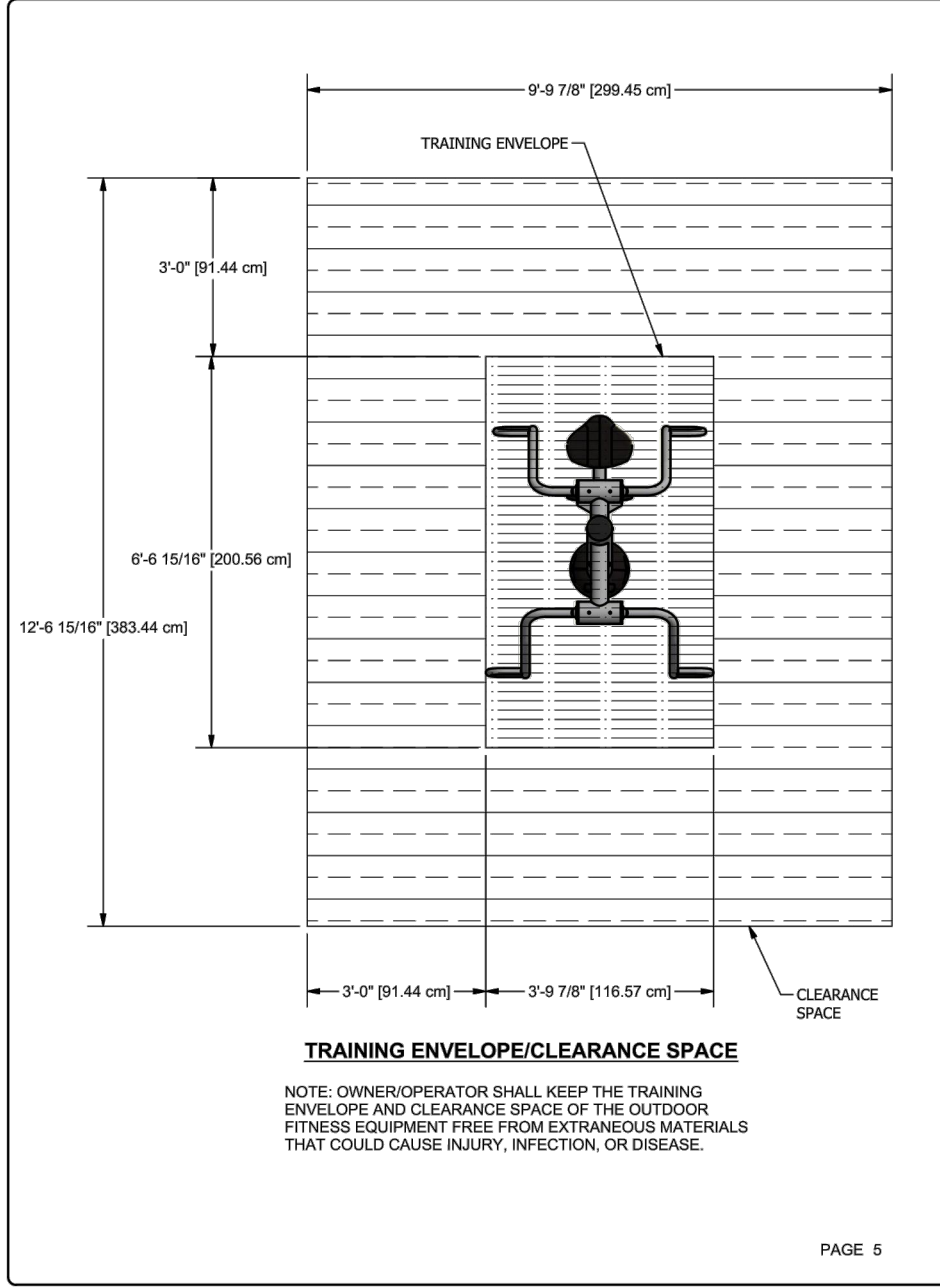
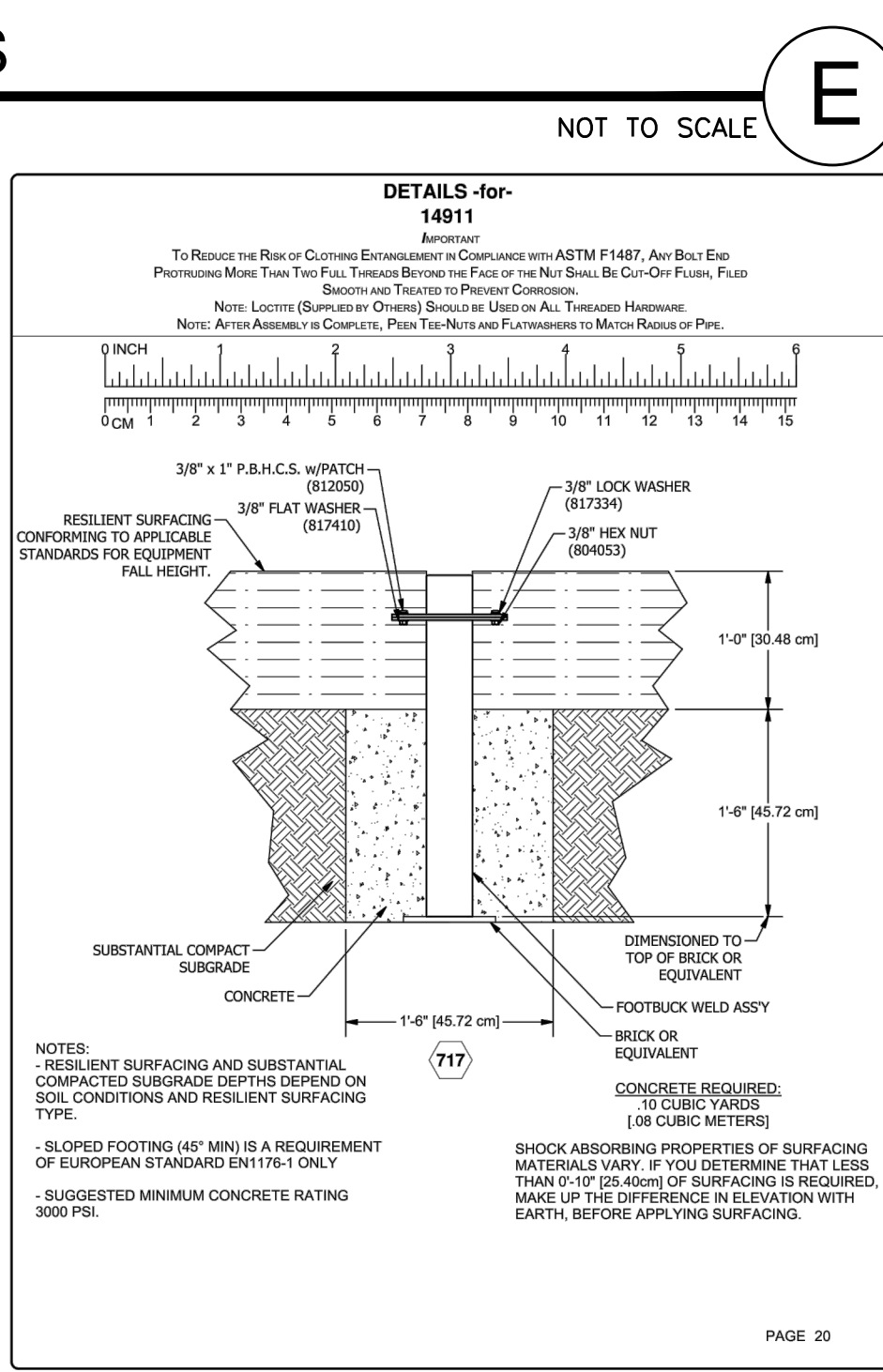
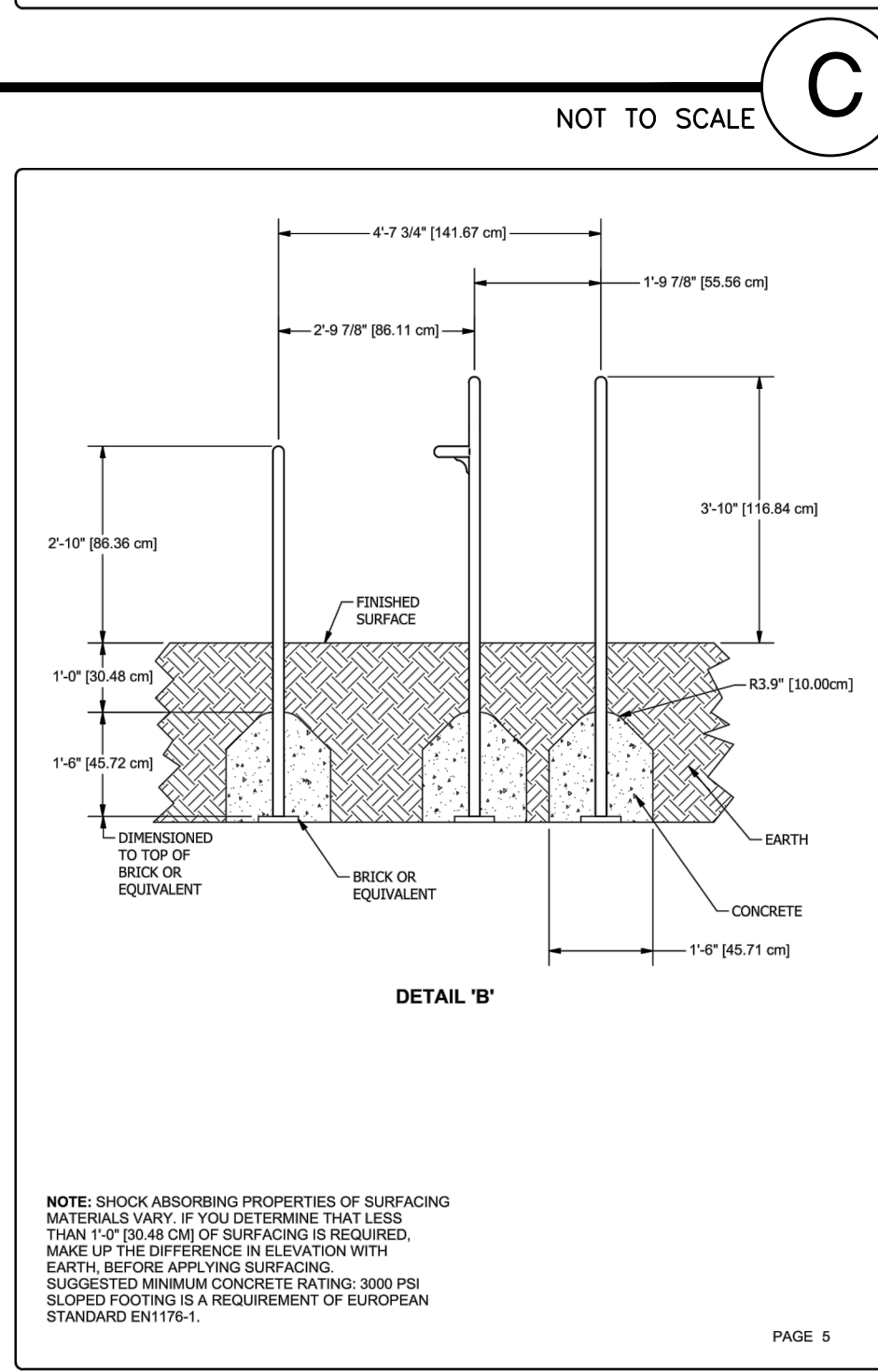
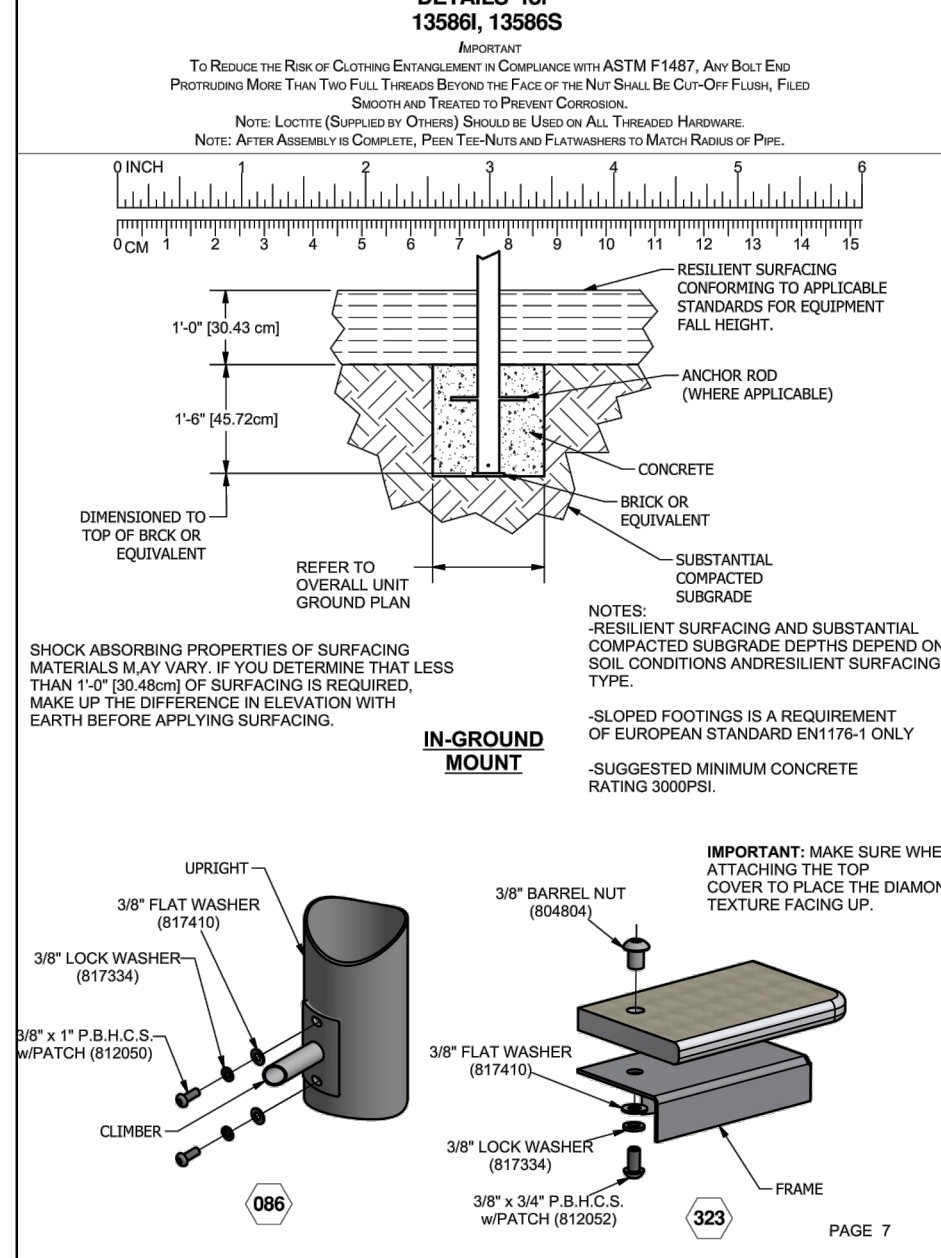
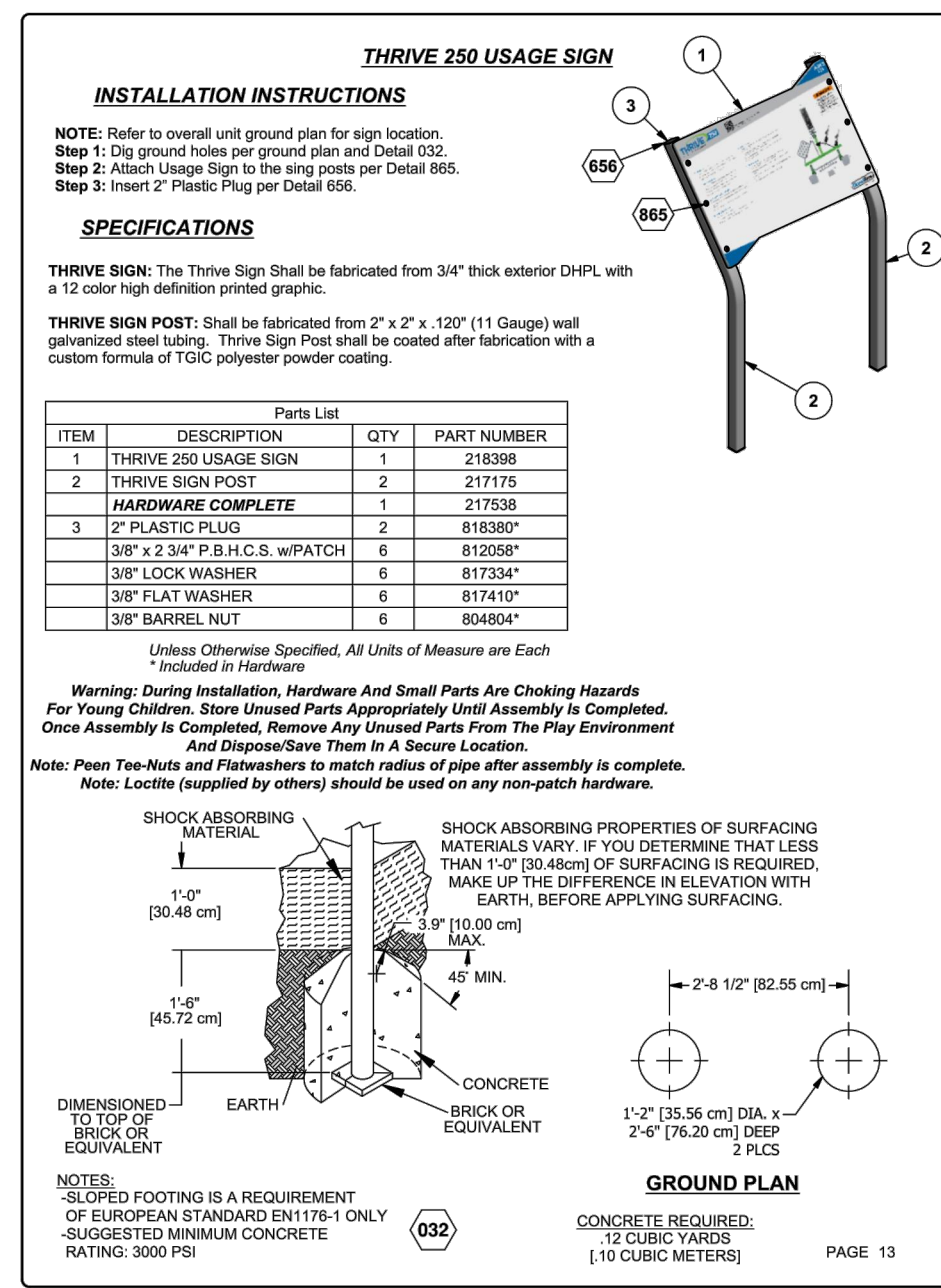
HORIZONTAL CHIN UP

NOT TO SCALE



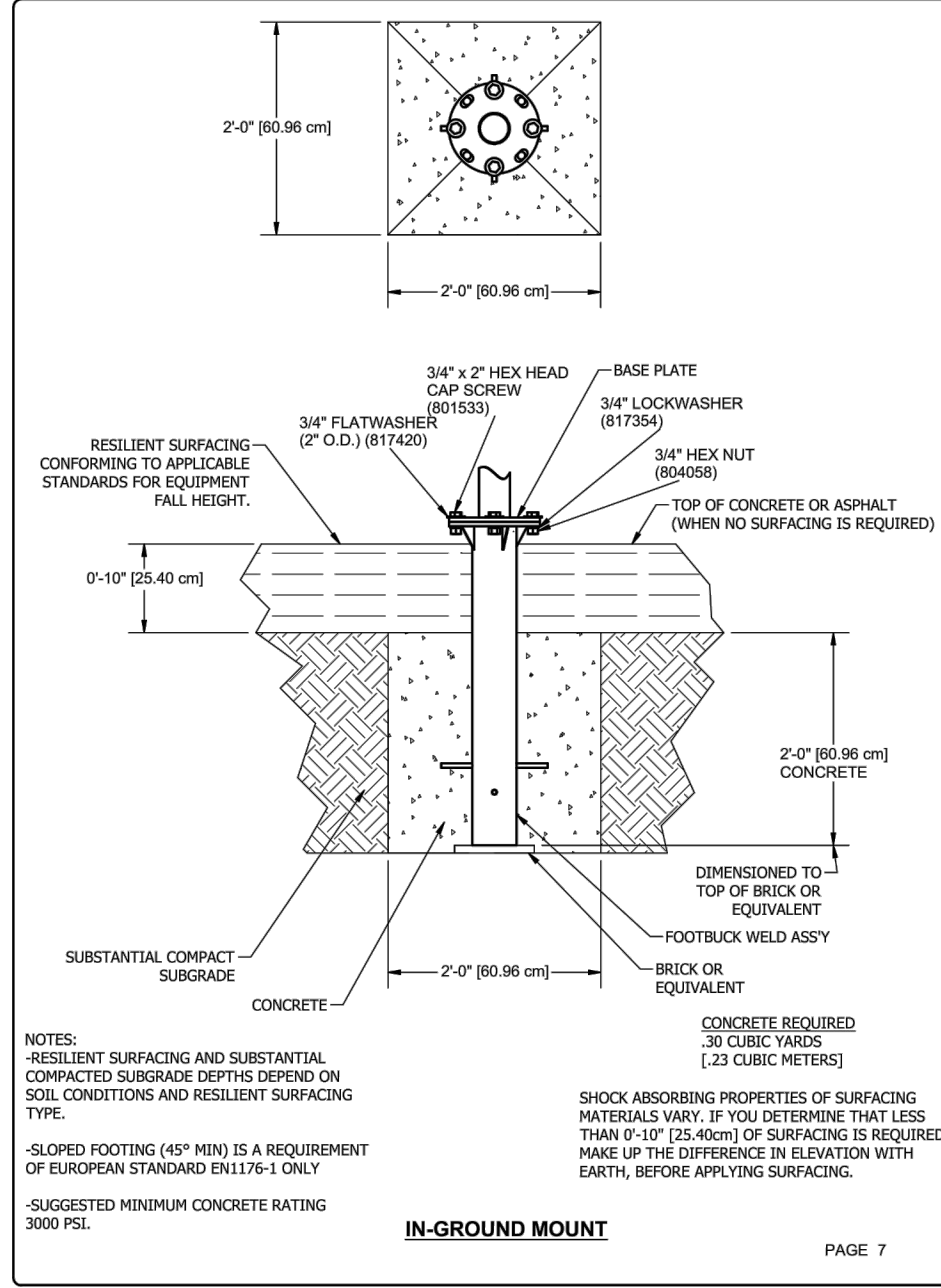
ACCESSIBLE PARALLEL BARS

NOT TO SCALE



CHEST PRESS

NOT TO SCALE



THRIVE 250

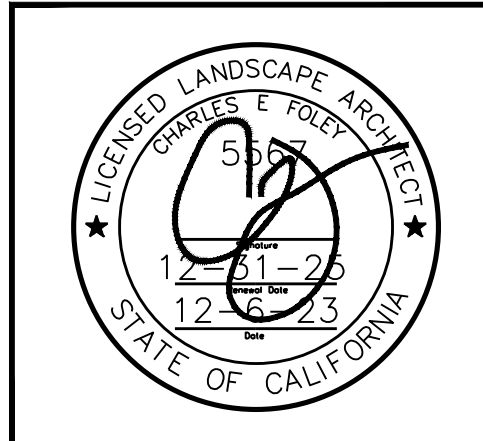


HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WILSON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714.776.4340 FAX 714.776.4395
WWW.HIRSLANDARCH.COM LA#1710

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

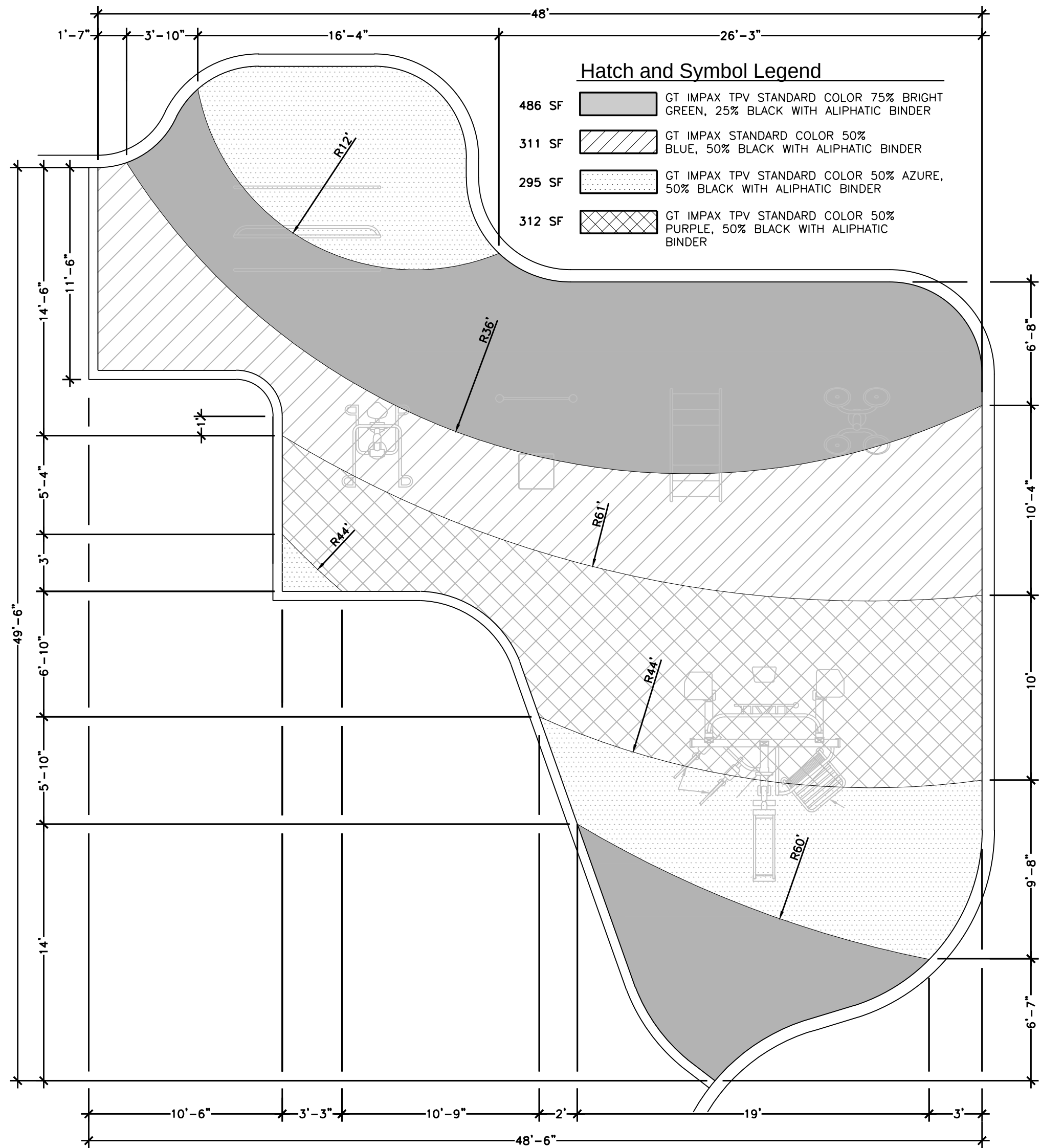
Description:

CONSTRUCTION
DETAILS

Sheet 10

CD-5

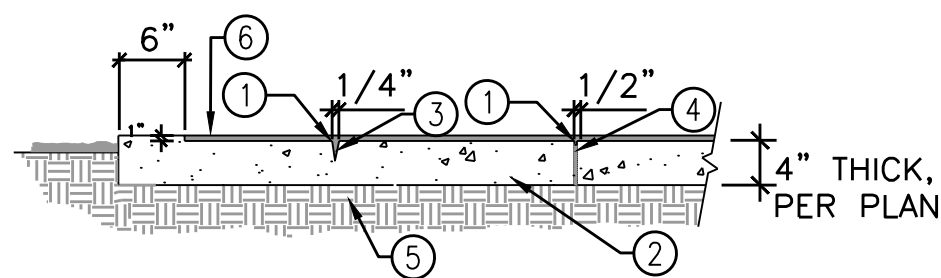
of 23



BID ALTERNATE- FITNESS EQUIPMENT ON RUBBER SURFACING

SCALE: 3/16" = 1'-0"

A



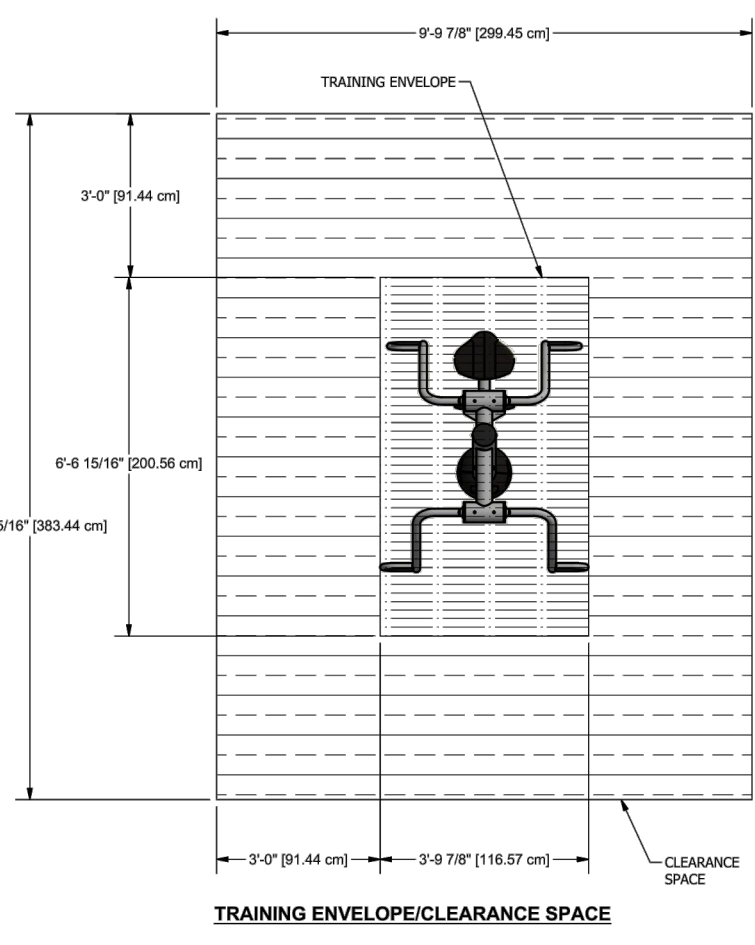
LEGEND

- TOOLED EDGE 1/8" RADIUS MAX.
- 4" THICK CONCRETE, REFER TO DETAIL A, SHEET CD-1.
- CONTROL JOINT, REFER TO DETAIL C, SHEET CD-1.
- 1/2" THICK EXPANSION JOINT, REFER TO DETAIL B, SHEET CD-1.
- SUBGRADE COMPACTED TO 95% MAXIMUM DRY DENSITY.
- POURED IN PLACE RUBBER SURFACING, 5" MIN. THICKNESS. AVAILABLE FROM GAMETIME OR APPROVED EQUAL.

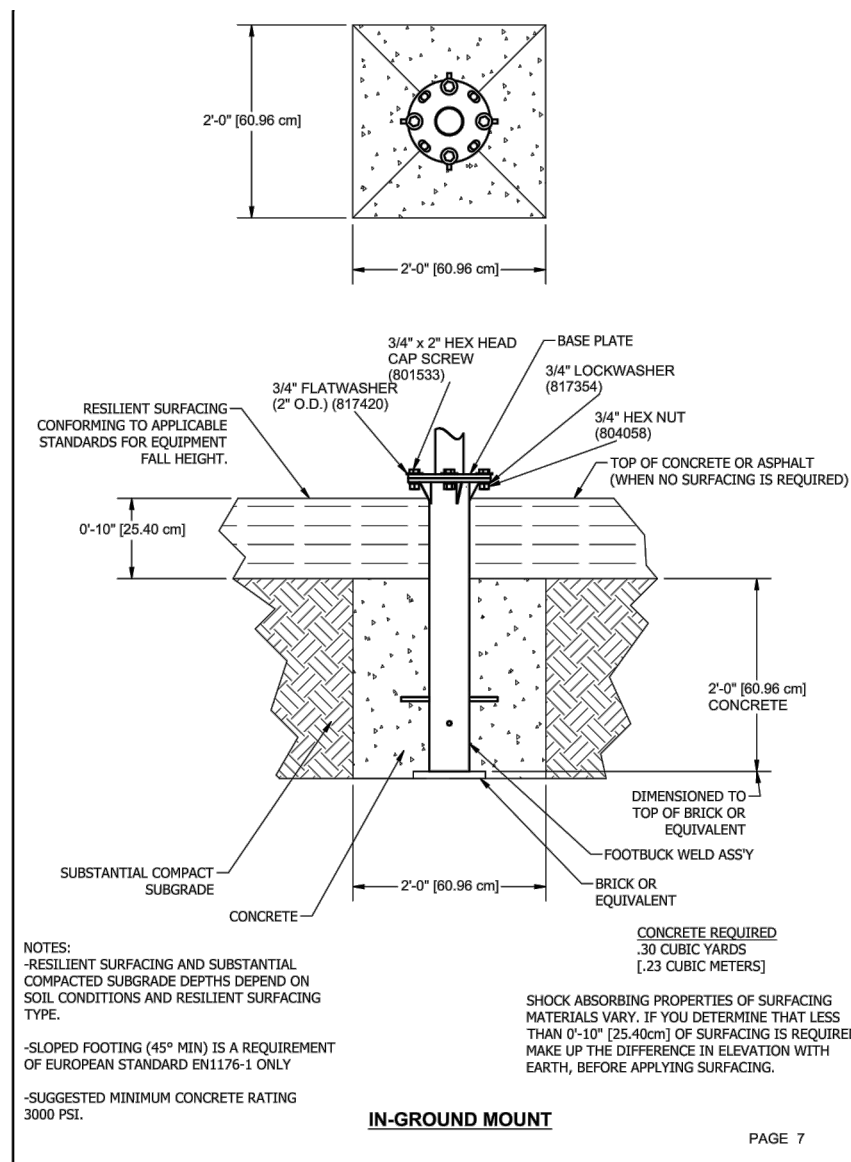
BID ALTERNATE- CONCRETE SLAB WITH POURED IN PLACE RUBBER SURFACING

NOT TO SCALE

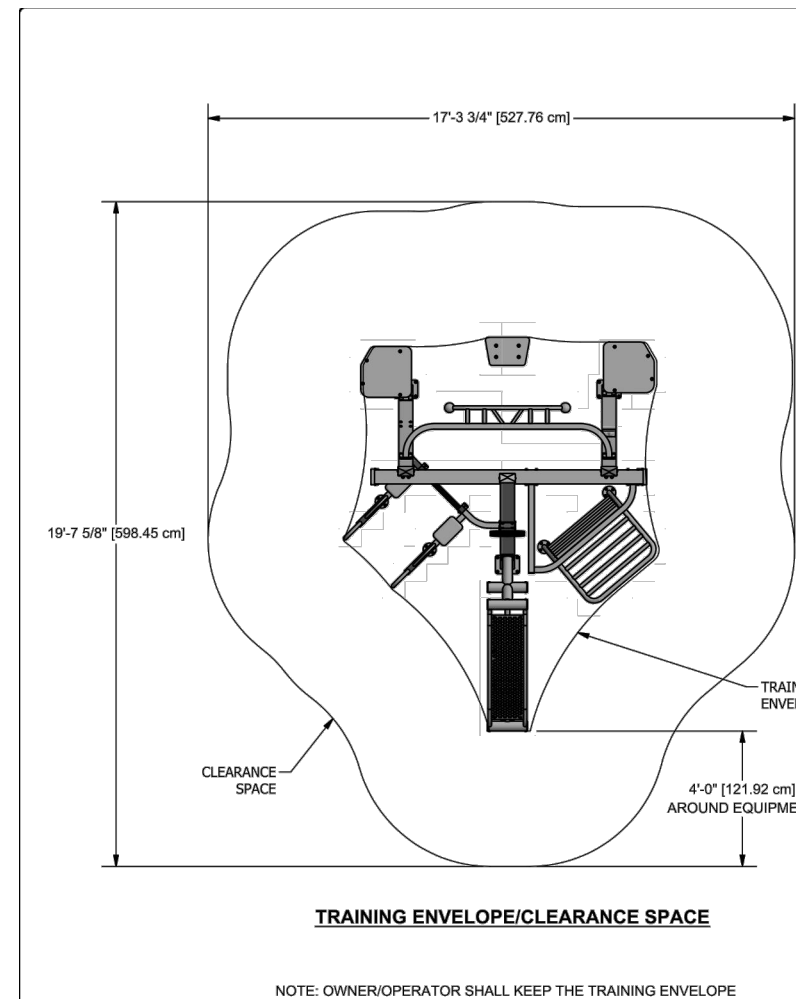
D



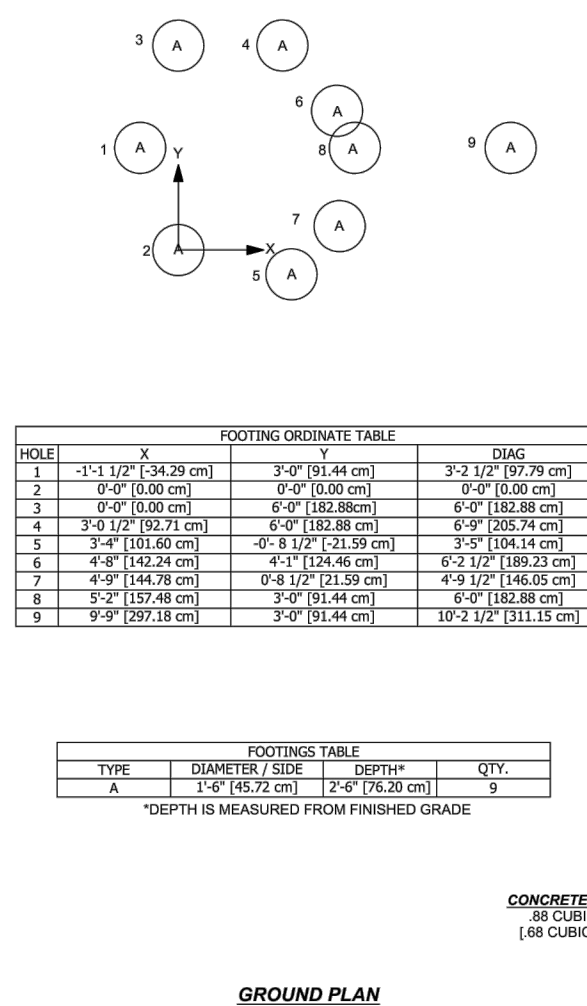
PAGE 5



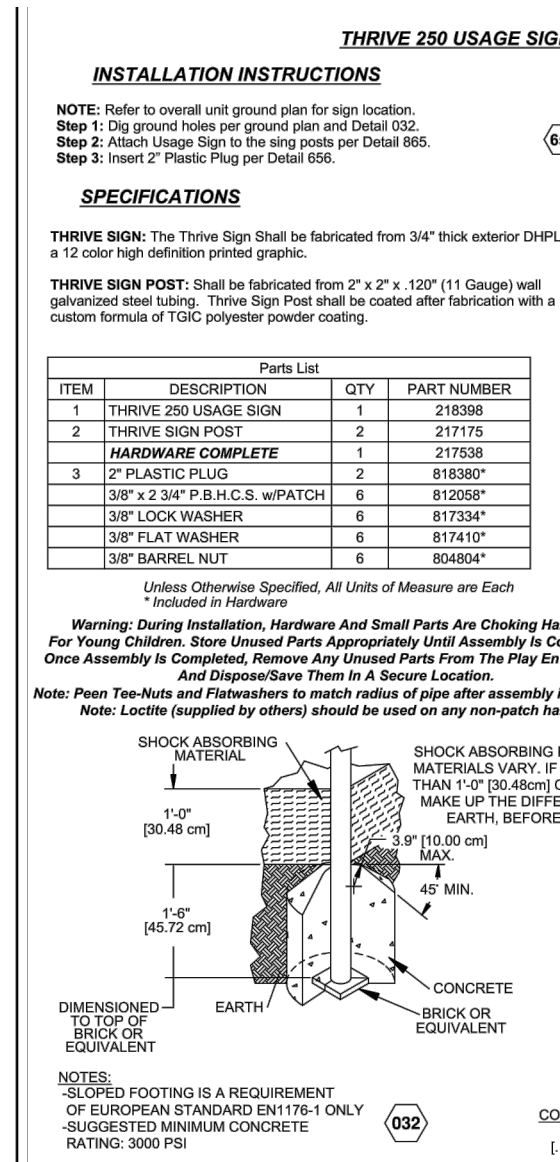
PAGE 7



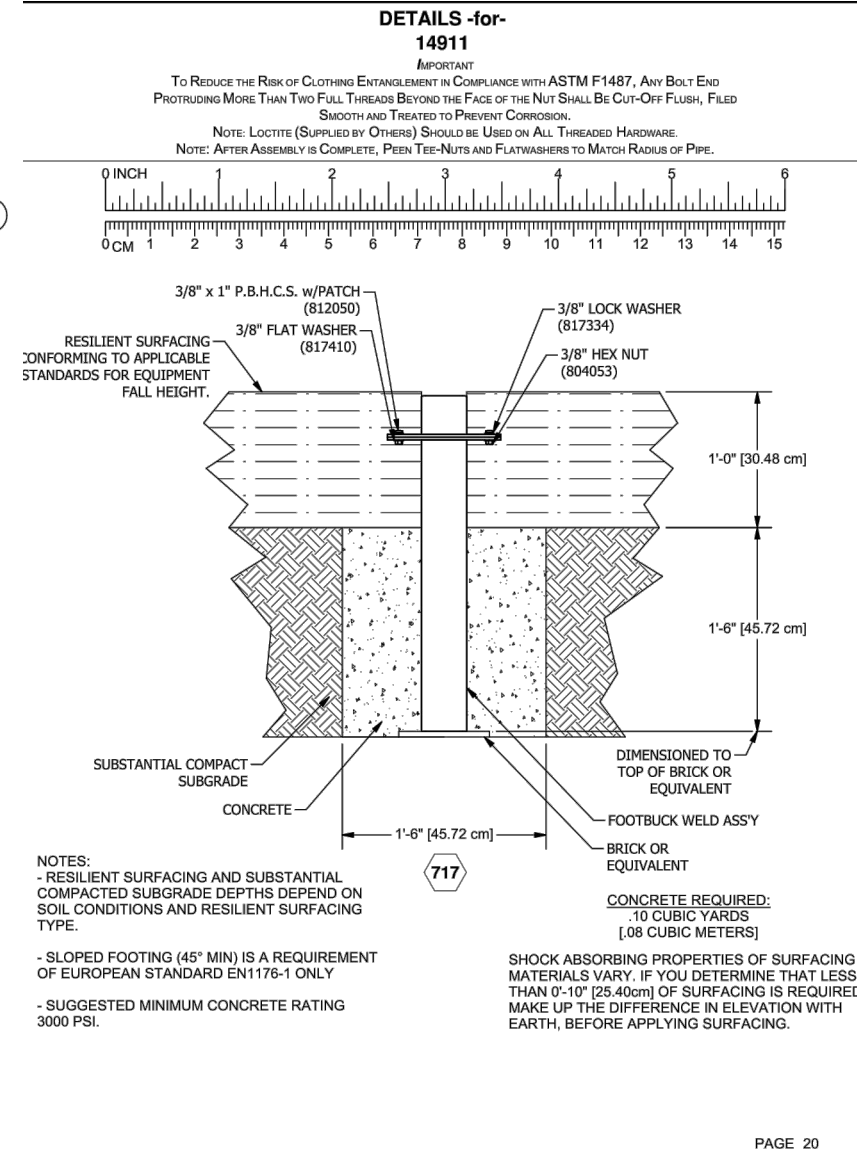
PAGE 3



PAGE 6



PAGE 4



PAGE 20

CHEST PRESS

NOT TO SCALE

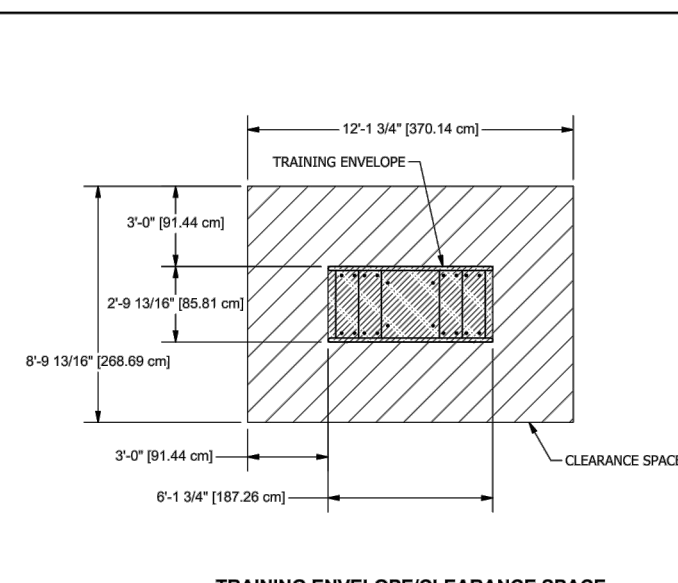
G

THRIVE 250

ACCESSIBLE SHOULDER ROTATOR

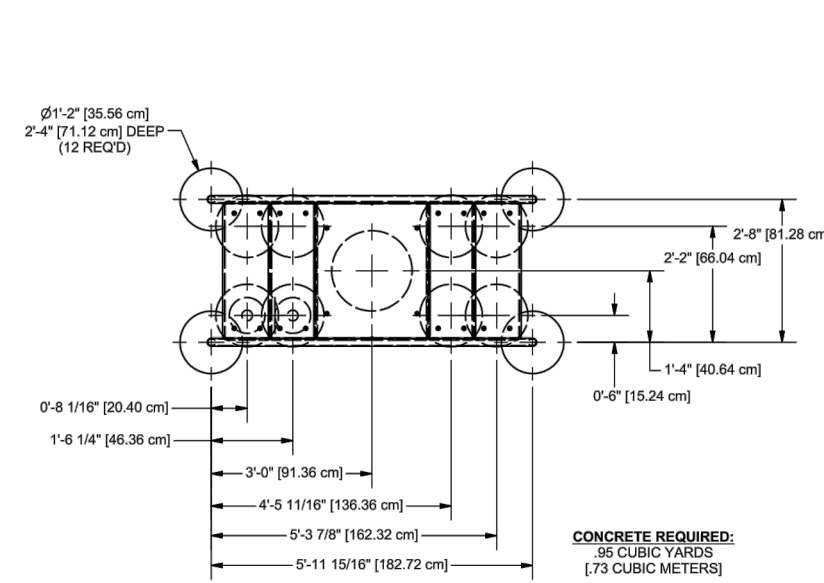
NOT TO SCALE

B

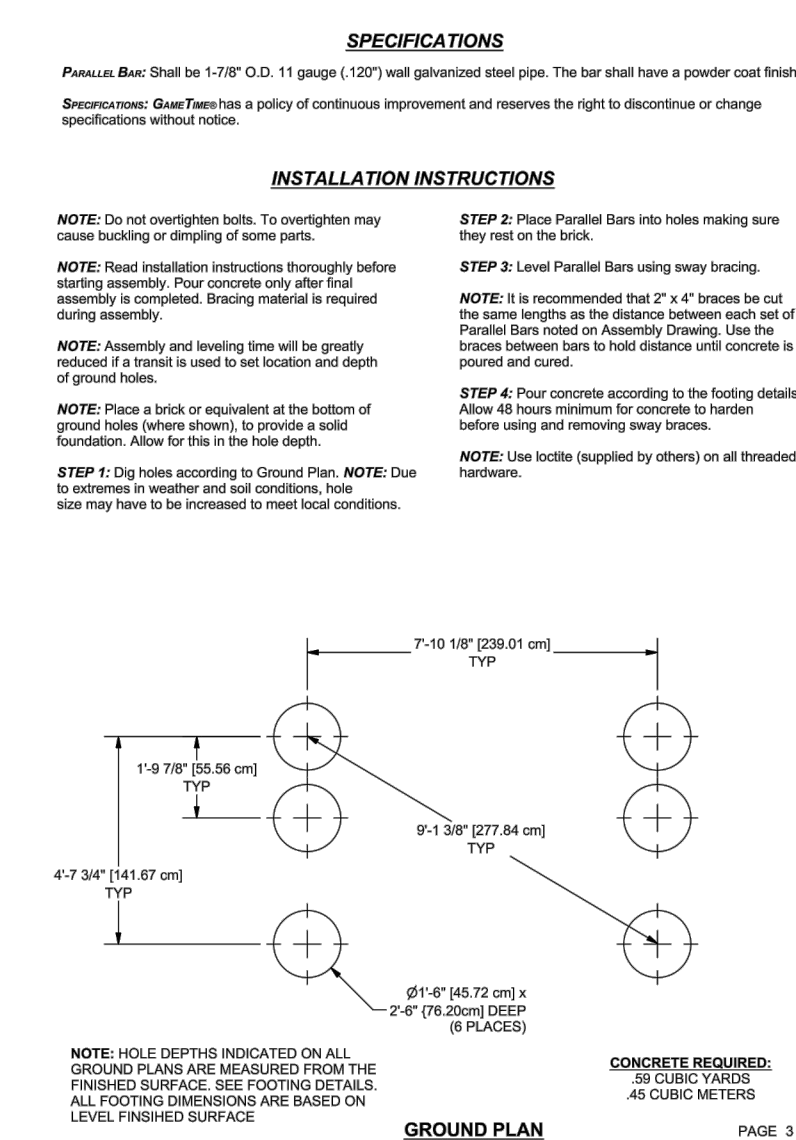


TRAINING ENVELOPE/CLEARANCE SPACE

NOTE: OWNER/OPERATOR SHALL KEEP THE TRAINING ENVELOPE AND CLEARANCE SPACE OF THE OUTDOOR FITNESS EQUIPMENT FREE FROM EXTRANEOUS MATERIALS THAT COULD CAUSE INJURY, INFECTION, OR DISEASE.



PAGE 5

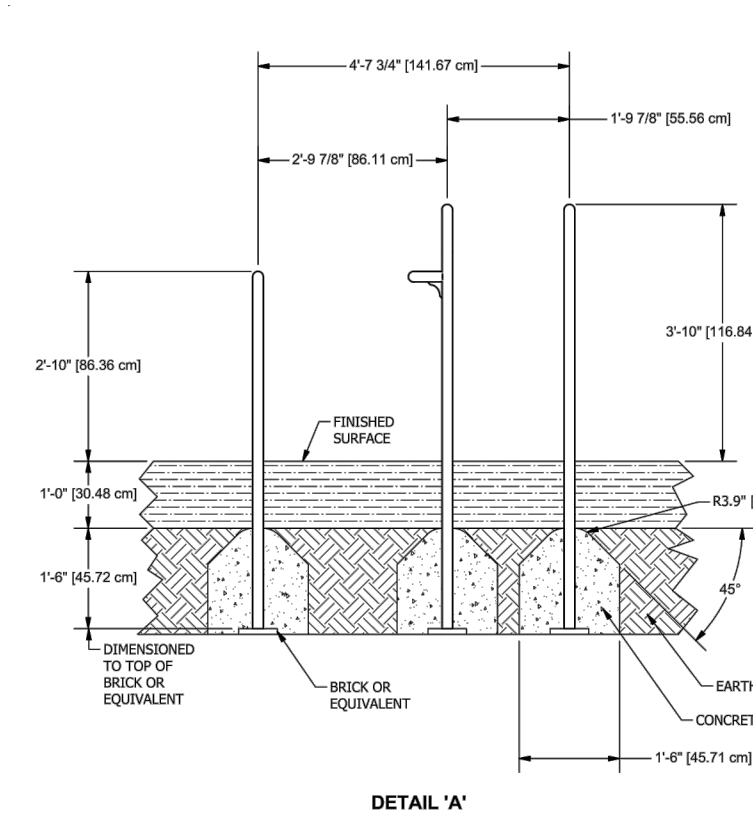


PAGE 3

ACCESSIBLE PARALLEL BARS

NOT TO SCALE

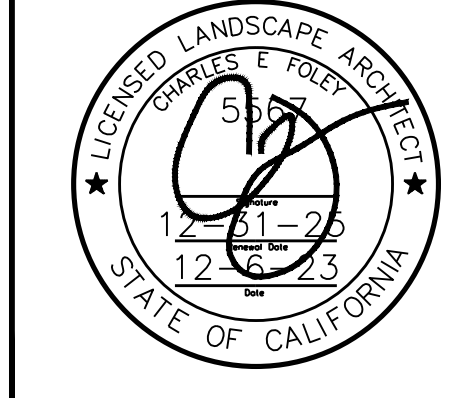
F



PAGE 4

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:
CONSTRUCTION DETAILS

Sheet 11
CD-6
of 23

NOT TO SCALE

H



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714.776.4340 FAX 714.776.4395
WWW.HIRSLANDARCH.COM LA#17110

A-1
WF 12
LOW
A-2
1" 6
MOD

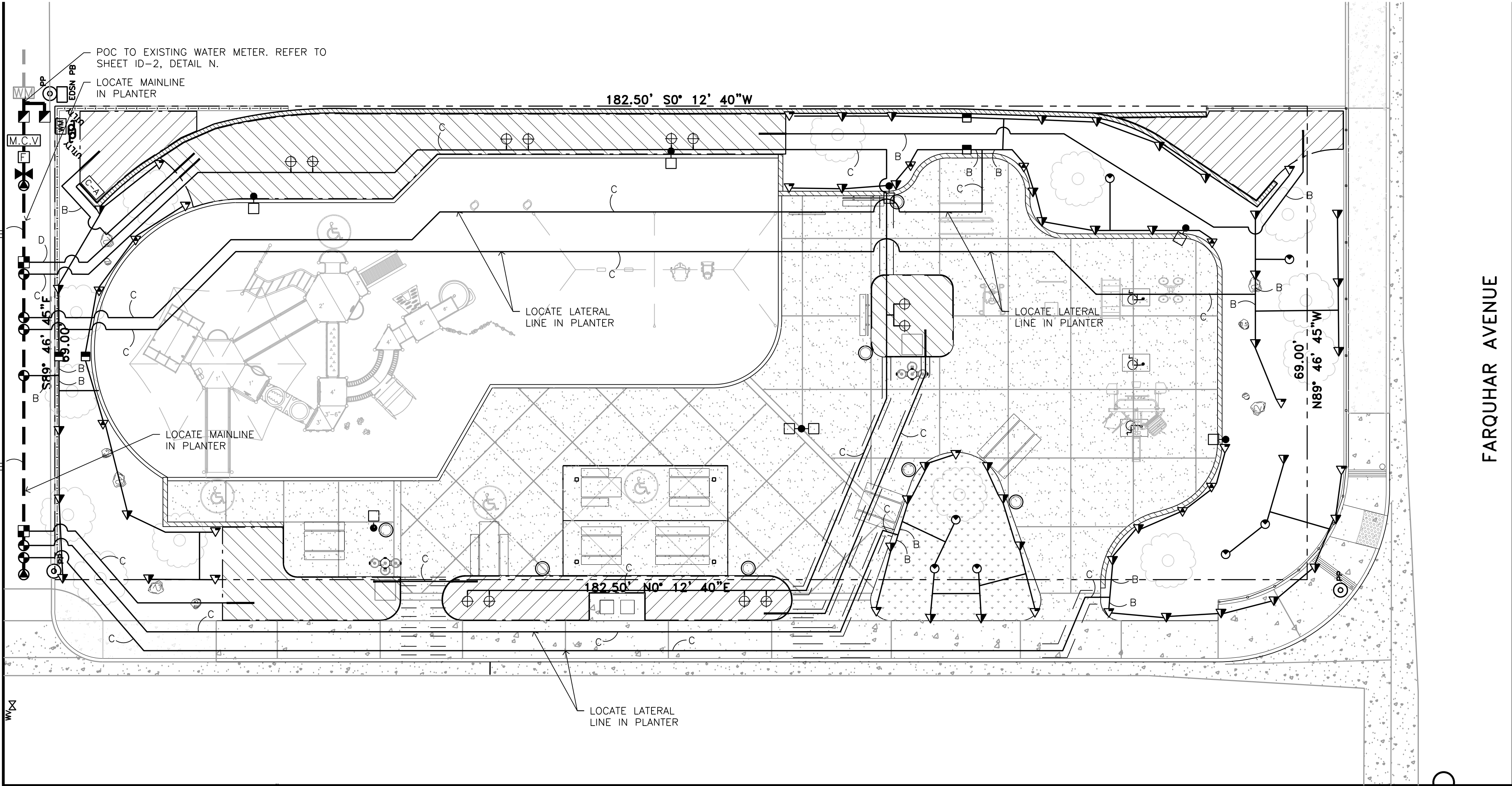
A-3
1" 9
LOW
A-4
1" 4
LOW

A-5
1" 6
LOW

A-6
WF 7
LOW
A-7
1" 6
LOW
A-8
1" 7
LOW



SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.



MAPLE STREET

FARQUHAR AVENUE

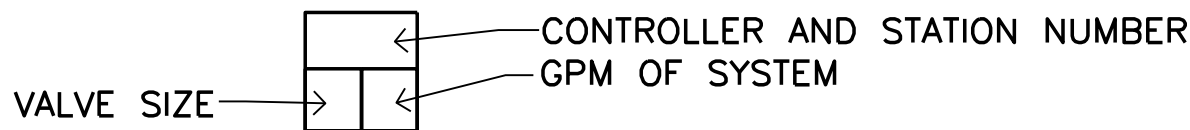
IRRIGATION LEGEND

SYMBOL	DESCRIPTION	RADIUS	PSI	GPM/GPH	PREC.	DET SHEET
	HUNTER MP800SR-90	8-10'	40	0.23 GPM	0.83	H ID-1
	HUNTER MP800SR-180	8-10'	40	0.42 GPM	0.81	H ID-1
	HUNTER MP800SR-210	8-10'	40	0.43 GPM	0.81	H ID-1
	HUNTER MP800SR-360	8-10'	40	0.78 GPM	0.79	H ID-1
	HUNTER MPSS-530	5x30'	40	0.44 GPM		H ID-1
	NOTE: INSTALL NOZZLES WITH HUNTER PROS-12-PRS40-CV SPRAY BODY					
	RAIN BIRD RWS-B-C-1402		30	0.50 GPM		A ID-1
	SUB-SURFACE IRRIGATION SYSTEM					A-K ID-2
	RAIN BIRD-XFS-CV-06		40	0.60 GPH		A-B ID-3
	(DRIPLINE SPACING - 12")					L ID-2
	RAIN BIRD AIR RELIEF VALVE					M ID-2
	RAIN BIRD FLUSH POINT BALL VALVE					C ID-1
	RAIN BIRD CONTROL ZONE KIT					
	WF=WIDE FLOW (0.3-20 GPM)-XCZ-100-PRB-COM.					
	1" RAIN BIRD REMOTE CONTROL VALVE,					B ID-1
	MODEL 100-PESB-PRS-D (5-200 GPM).					
	RAIN BIRD 1" 44LRC QUICK COUPLER VALVE					F ID-1
	INSTALL IN LANDSCAPE					
	NIBCO T-113 GATE VALVES ON ALL 3" AND SMALLER MAINLINES					G ID-1
	AND WATER LINES. SIZE PER LINE SIZE.					
	EXISTING 1" WATER METER					
	NEW 1.5" FEBCO 825Y REDUCED PRESSURE BACKFLOW PREVENTER					O ID-2
	RAIN BIRD MASTER CONTROL VALVE, MODEL: 100-PEB-PRS-D.					D ID-1
	RAIN BIRD FLOW SENSOR, MODEL UFS100 (0.3-50 GPM)					D ID-1
	RAIN BIRD CONTROLLER					E ID-1
	MODEL #ICA1-RB2-12 WITH ENCLOSURE MOUNTED RAIN SHUT OFF					
	AVAILABLE FROM IMPERIAL TECHNICAL SERVICES, CONTACT DARYL GREEN					
	EMAIL: dgreen@gps-10.com					
	PHONE: 949-584-7311					

CONTROLLER	NO. OF STATIONS	STATION USED	STATION OPEN
A	12	8	4

- CONSTANT PRESSURE MAIN LINE TO BE 1-1/2" SCHEDULE 40 PVC SOLVENT WELD PVC PIPE WITH SCHEDULE 80 PVC SOLVENT WELD FITTINGS. I ID-1
- INTERMITTENT PRESSURE LATERAL LINE TO BE SCHEDULE 40 PVC WITH SCHEDULE 40 SOLVENT WELD FITTINGS. SEE PLAN FOR SIZE. I ID-1
- SLEEVING TO BE SCH. 40 PVC, TWICE THE DIAMETER OF PIPE TO BE INSTALLED. I ID-1

* NOTE: IRRIGATION PLAN IS DIAGRAMMATICAL. ALL MAINLINE AND LATERAL LINE TO BE PLACED IN LANDSCAPE AREAS. FINAL LOCATION OF PIPING, VALVES TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.



PIPE LEGEND

SYMBOL	SIZE	MAX. GPM
	NO 1 1/2" USED	
B	3/4"	8
C	1"	12
D	1 1/4"	22
E	1 1/2"	30
F	2"	50
G	2 1/2"	70
H	3"	110
J	4"	190
K	6"	425

IRRIGATION SLEEVE CHART

SLEEVE CHART FOR IRRIGATION PIPE AND WIRES			
PIPE	SCHEDULE 40/80 PVC SLEEVE SIZE	CONTROLLER WIRES	SCHEDULE 40 PVC SLEEVE SIZE
3/4"	2"	1-18	2"
1"	2"	19-24	3"
1-1/4"	3"	25-36	3"
1-1/2"	3"	37-48	4"
2"	4"	49-72	6"
2-1/2"	6"		
3"	6"		
4"	6"		

NOTE: SLEEVE CHART IS A CONVENIENCE TO THE CONTRACTOR. CONTRACTOR SHALL PROVIDE ADEQUATE PIPE SLEEVE SIZE TO ACCOMMODATE THE INSTALLATION OF THE IRRIGATION PIPE AND WIRES. SCHEDULE 80 PVC SLEEVES ARE TO BE USED UNDERNEATH VEHICULAR PAVING AREAS.

IRRIGATION NOTES

- IT IS THE INTENT OF THESE DRAWINGS TO INDICATE A COMPLETE AND OPERATIONAL IRRIGATION SYSTEM PROVIDING FULL COVERAGE AND READY FOR USE BY THE OWNER. THE DRAWINGS ARE BASED ON LANDSCAPE AND GRADING PLANS IN EFFECT AT THE TIME THESE DRAWINGS WERE MADE. ANY DISCREPANCIES, OMISSIONS, ERRORS, ETC. ON THESE DRAWINGS OR ON SITE CHANGES, DOES NOT AND SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PROVIDE A COMPLETE SYSTEM AS SHOWN. IF NECESSARY, THE CONTRACTOR MAY, WHERE CHANGES OCCUR, ADD OR DELETE SPRINKLERS, RE-ROUTE PIPE, ETC. TO ASSURE ADEQUATE AND FULL COVERAGE PER APPROVAL OF THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL VERIFY AND BE FAMILIAR WITH THE LOCATION, SIZE AND DETAIL OF UTILITIES PROVIDED, AS SHOWN ON THE PLANS. PRIOR TO CUTTING INTO THE SOIL, THE CONTRACTOR SHALL LOCATE ALL UTILITIES AS ARE COMMONLY ENCOUNTERED UNDER-GROUND AND SHALL TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (1 800 422-4133) PRIOR TO ANY WORK TAKING PLACE, AND CONTACT THE GENERAL CONTRACTOR FOR LOCATION OF NEWLY INSTALLED UTILITIES.
- THE IRRIGATION DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, EQUIPMENT, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN THE PLANTING AREAS IN A MANNER SO AS TO CONFORM WITH THE VARIOUS DETAILS.
- THE CONTRACTOR SHALL NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTION, GRADE DIFFERENCES OR DIFFERENCES IN THE AREAS DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTION OR DIFFERENCES SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY REVISIONS THAT ARE NECESSARY.
- MATERIALS, WORKMANSHIP AND INSTALLATION SHALL BE NEW AND OF THE HIGHEST QUALITY IN ACCORDANCE WITH LOCAL CODES AND ORDINANCES.
- THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO THIS WORK.
- ADJUST ALL SPRINKLERS, VALVES OR CHANGE NOZZLE SIZE AND TYPE, COVERAGE WITH MINIMAL OVER-SPRAY. DO NOT ALLOW OVER-SPRAY ON BUILDING OR WALLS.
- INSTALL APPROPRIATE MAIN LINE PIPING FROM METER TO BACKFLOW PREVENTER PER LOCAL CODE.
- CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS FOR ELECTRICAL POWER TO CONTROLLER LOCATIONS AND MAKE FINAL HOOK-UP. FINAL HOOK-UP SHALL BE PERFORMED BY LICENSED CONTRACTOR.
- IRRIGATION DESIGN PRESSURE IS **65.43** PSI STATIC PRESSURE AT THE WATER METER, AT A MAXIMUM DESIGN DEMAND OF **9** GPM. CONTRACTOR SHALL VERIFY STATIC PRESSURE ON THE SITE AT POINT OF CONNECTION PRIOR TO START OF WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. EXISTING ASSUMED STATIC PRESSURE IN CITY MAIN IS **68** PSI.
- ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF "UNIFORM PLUMBING CODE" AS WELL AS LOCAL ORDINANCES.
- IRRIGATION SYSTEM SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT.
- INSTALL CONSTANT PRESSURE MAIN LINE 24" INCHES BELOW FINISH GRADE AND 32" INCHES BELOW SUBGRADE OF STREETS AND/OR DRIVES.
- INSTALL INTERMEDIATE PRESSURE LATERAL LINE 18" INCHES BELOW FINISH GRADE AND 24" INCHES BELOW SUBGRADE OF STREETS AND/OR DRIVES.
- REFER TO SPECIFICATIONS FOR FURTHER INFORMATION. THE GENERAL REQUIREMENTS OF THE SPECIFICATIONS SHALL BECOME PART OF THE IRRIGATION WORK.
- WIRE SIZE FOR MASTER CONTROL VALVE FROM CONTROLLERS SHALL BE #12 GAUGE.
- ALL OTHER VALVE WIRING SHALL BE #14 GAUGE.
- INSTALL 2 SPARE VALVE WIRES FROM EACH CONTROLLER THE FULL LENGTH OF THE MAIN LINE FOR FUTURE USE, LABEL WIRES AT CONTROLLER AND AT LAST VALVE STATION.
- INSTALL TAGS AT CONTROLLER FOR ALL CONTROL VALVE WIRING INDICATING STATION NUMBER.
- ALL PLASTIC VALVE BOXES INCLUDED LIDS TO BE GREEN. HEAT STAMP ALL LIDS WITH 2" LETTERING PER IRRIGATION DETAILS.



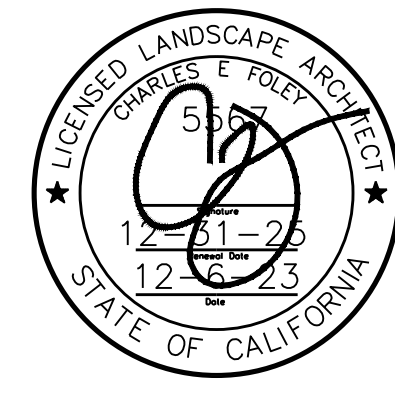
HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

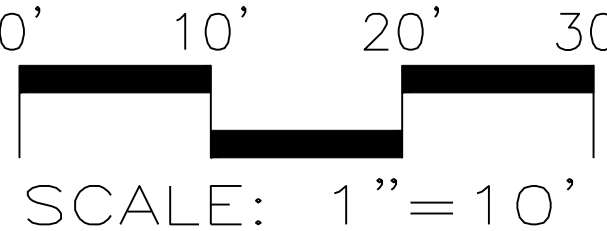
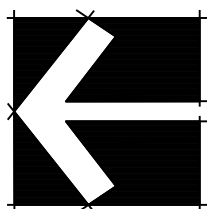
Description:

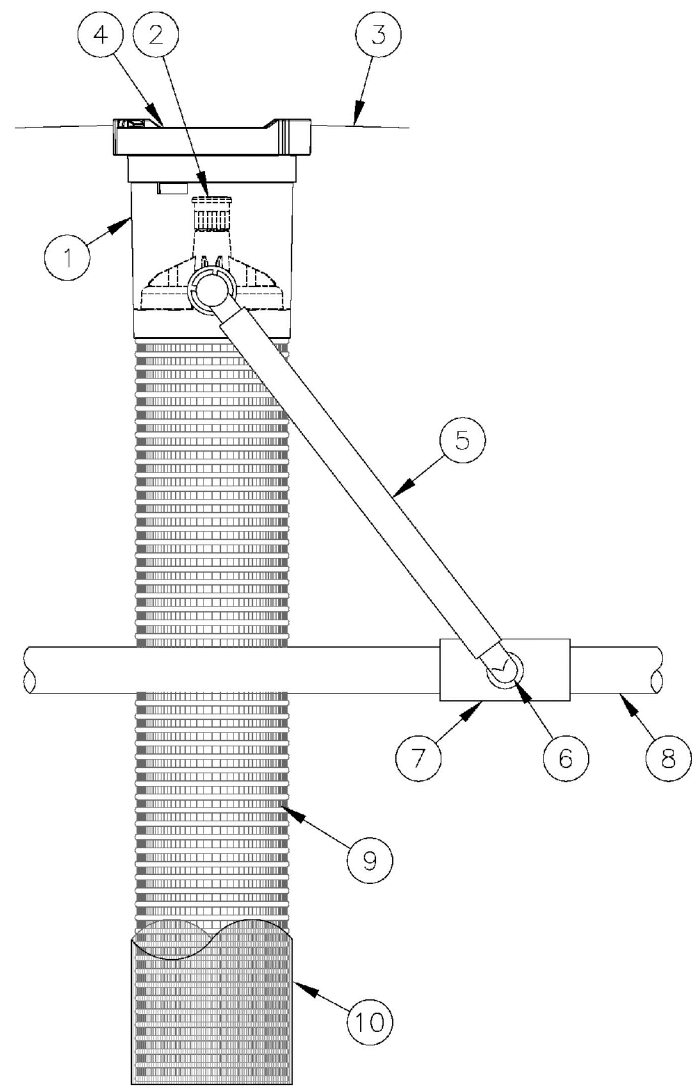
IRRIGATION
PLAN

Sheet 12

IP-1

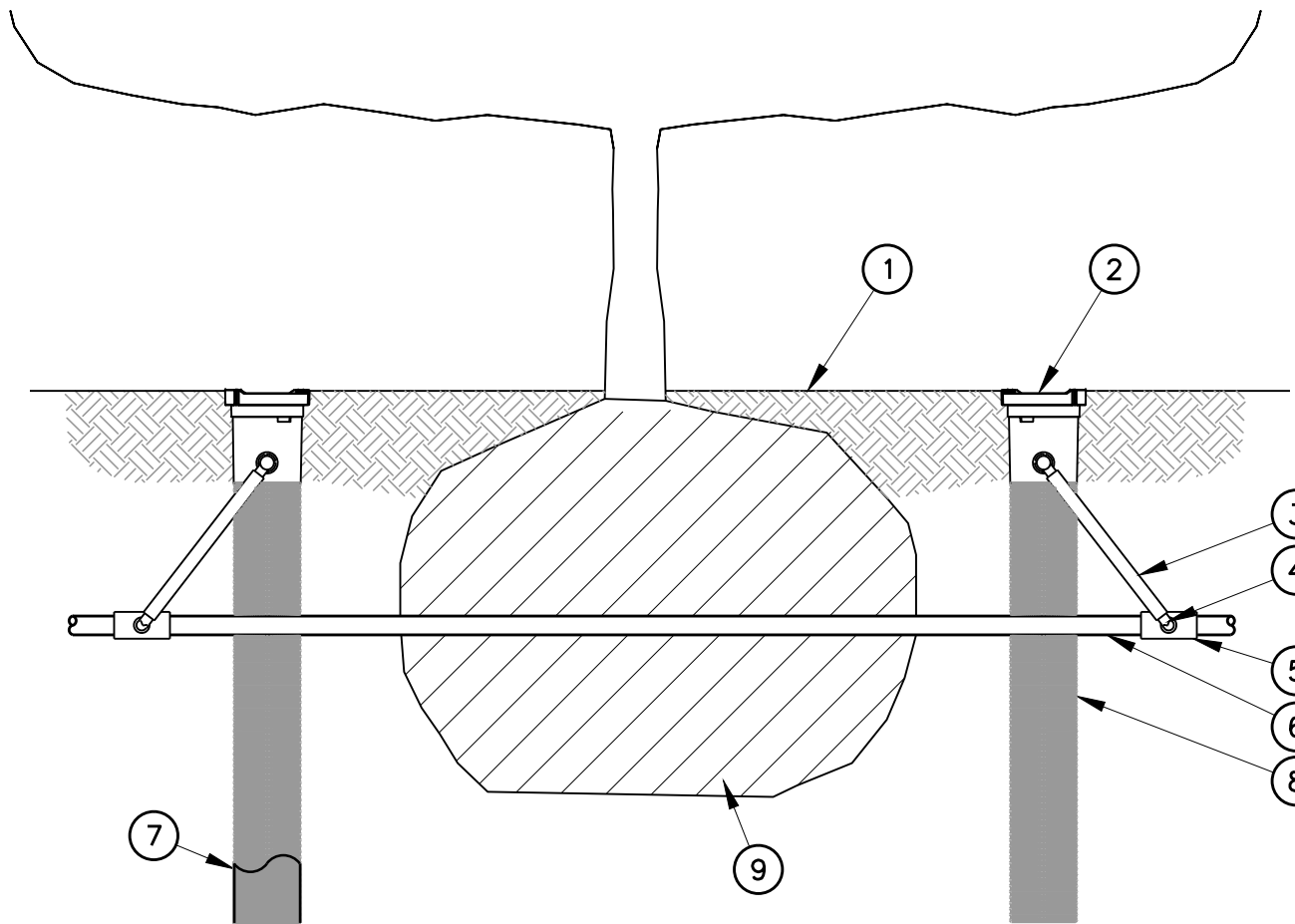
of 23





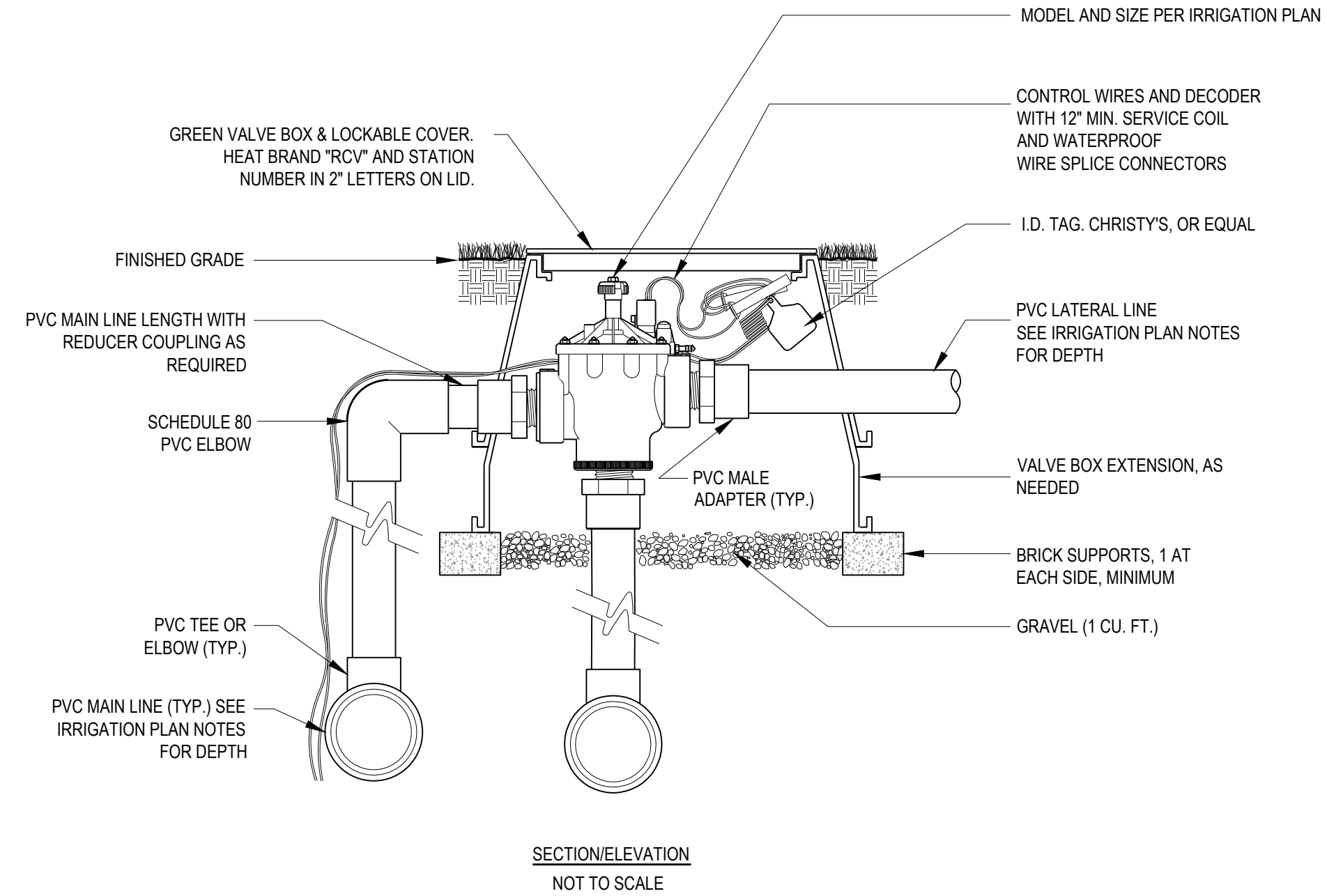
1. ROOT WATERING SYSTEM: RAIN BIRD RWS-B-C-1402 (INCLUDES RETAINER, 36" (91.4 CM) TUBE, 0.5 GPM (1.9 L/M) BUBBLER & INTEGRATED CHECK VALVE, 4" (10.2 CM) GRATE, VERSATILE SWING ASSEMBLY WITH 1/2" (1.3 CM) M NPT INLET)
2. BUBBLER: RAIN BIRD 1402 0.5 GPM (1.9 L/M) (INCLUDED)
3. FINISH GRADE/TOP OF MULCH
4. 4" (10.2 CM) LOCKING GRATE (INCLUDED)
5. 12" (30.5 CM) SWING ASSEMBLY (INCLUDED)
6. 1/2" (1.3 CM) MALE NPT INLET (INCLUDED)
7. PVC SCH 40 TEE OR EL
8. PVC OR POLYETHYLENE LATERAL PIPE
9. 4" (10.2 CM) WIDE X 36" (91.4 CM) LONG RIGID BASKET WEAVE CANISTER (INCLUDED)
10. OPTIONAL SOCK (RWS-SOCK) FOR SANDY SOILS

NOTES:
1. 4" (10.2 CM) GRATE IS ALSO AVAILABLE IN PURPLE (RWS-GRATE-P).
2. INSTALL PRODUCT SO THAT THE GRATE IS EVEN WITH FINISH GRADE OR TOP OF MULCH.
3. OPTIONAL SAND SOCK (RWS-SOCK) IS 34" (86.4 CM) IN LENGTH TO COVER MESH BASKET AREA.
4. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD 3/4" (1.9 CM) GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION.
5. ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.



- NOTES:
1. POSITION 2-3 UNITS (OR MORE) EVENLY SPACED AROUND PLANT. FOR NEW TREES PLACE NEAR ROOT BALL. FOR EXISTING TREES PLACE HALF THE DISTANCE BETWEEN CANOPY EDGE AND TREE TRUNK.
2. INSTALL PRODUCT WITH TOP EVEN WITH GROUND SURFACE.
3. RWS SERIES: RWS-B-C-1402; 0.5 GPM (1.9 L/M), CHECK VALVE
4. ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.
5. RWS-SOCK FOR USE IN SANDY SOILS.

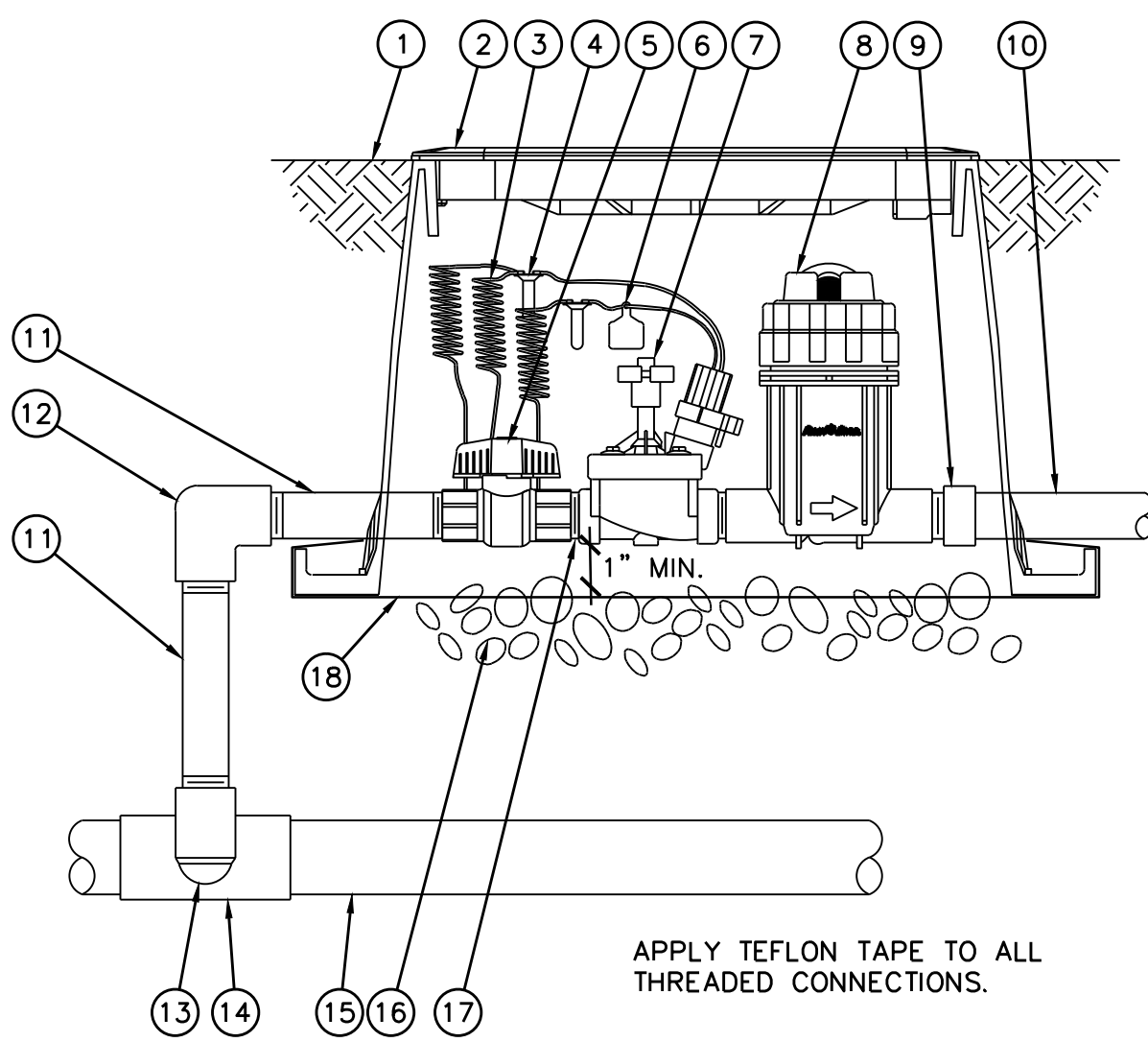
1. FINISH GRADE/TOP OF MULCH
2. ROOT WATERING SYSTEM: RAIN BIRD RWS
3. SWING ASSEMBLY (INCLUDED)
4. 1/2" (1.3 CM) MALE NPT INLET (INCLUDED)
5. PVC SCH 40 TEE OR EL
6. PVC OR POLYETHYLENE LATERAL PIPE
7. SOCK (RWS-SOCK) FOR SANDY SOILS
8. 4" (10.2 CM) WIDE X 36" (91.4 CM) LONG RIGID BASKET WEAVE CANISTER (INCLUDED)
9. PLANT ROOT BALL



REMOTE CONTROL VALVE

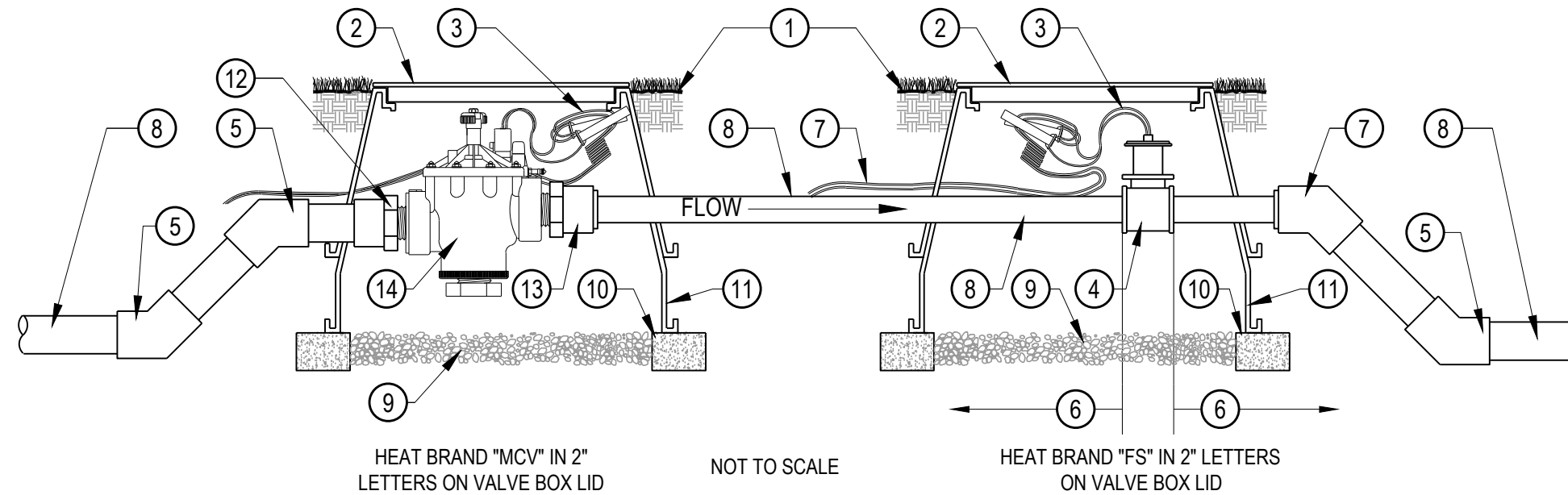
NOT TO SCALE

NOT TO SCALE



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED. FOR WIRING, SEE DETAIL A, THIS SHEET
4. WATERPROOF CONNECTION: SEE DETAIL A, THIS SHEET
5. 1-INCH BALL VALVE (INCLUDED IN XCZ-PRB-100-COM KIT)
6. ID TAG
7. REMOTE CONTROL VALVE: RAIN BIRD 100 PESB (INCLUDED IN XCZ-PRB-100-COM KIT)
8. PRESSURE REGULATING QUICK CHECK BASKET FILTER: RAIN BIRD PRB-QKCHK-100 (INCLUDED IN XCZ-PRB-100-COM KIT)
9. PVC SCH 40 FEMALE ADAPTOR
10. LATERAL PIPE
11. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
12. PVC SCH 40 ELL
13. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
14. PVC SCH 40 TEE OR ELL
15. MAINLINE PIPE
16. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE (INCLUDED IN XCZ-PRB-100-COM KIT)
18. ATTACH GOPHER WIRE TO VALVE BOX

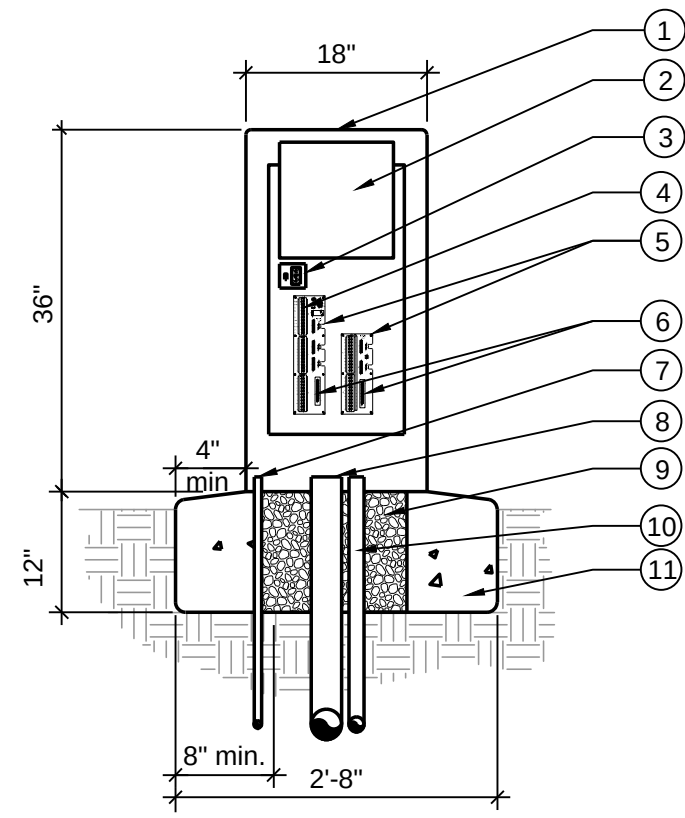
APPLY TEFLON TAPE TO ALL THREADED CONNECTIONS.



- LEGEND:
1. FINISH GRADE
2. PURPLE JUMBO VALVE BOX & LOCKING COVER
3. CONTROL WIRES WITH 12" MIN. SERVICE COIL AND WATERPROOF WIRE SPLICE CONNECTORS - WIRE COLORS PER SPECIFICATIONS
4. FLOW SENSOR PER IRRIGATION LEGEND
5. PVC 45 DEGREE ELL (TYP.)
6. MINIMUM 10x PIPE DIAMETER UPSTREAM & MINIMUM 5x PIPE DIAMETER DOWNSTREAM OF STRAIGHT PIPE

1. PVC 45 DEGREE ELL (TYP.) BUSH DOWN TO FLOW METER SIZE AS NECESSARY
2. PVC MALE ADAPTER - BUSH DOWN TO FLOW METER SIZE AS NECESSARY
3. PVC MALE ADAPTER - BUSH DOWN TO FLOW METER SIZE AS NECESSARY
4. MASTER CONTROL VALVE: MODEL PER IRRIGATION LEGEND
5. GRAVEL (1 CU. FT.)
6. BRICK SUPPORTS, 1 EACH SIDE, MINIMUM
7. VALVE BOX EXTENSIONS AS REQUIRED

NOTES: SEE PLANS, LEGEND AND SPECIFICATIONS FOR ADDITIONAL INSTALLATION NOTES.

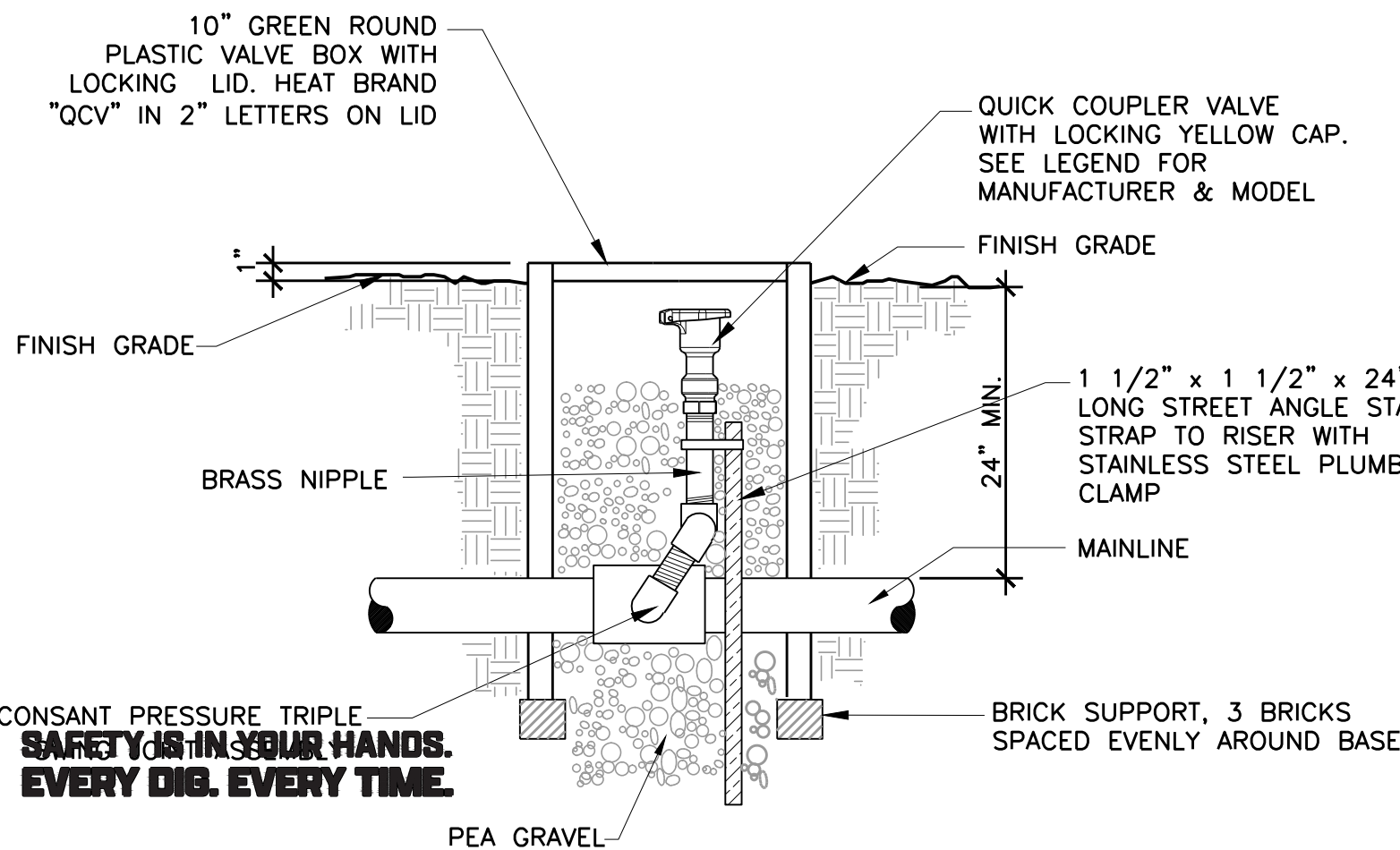


* Note all grounding requirements for controller assemblies shall conform to local electrical codes.

1. Imperial Assemblies 18" front entry Controller Assembly NEMA 3R rainproof enclosure (UL listed)
2. Controller
3. Power switch/GFI receptacle
4. Master valve relay assembly or pump start relay assembly (optional)
5. Terminal Board
6. Remote Receiver Connector (optional)
7. 1" PVC conduit for 120 VAC from metered power supply
8. PVC conduit for control wires, size as required
9. Fill voids with 3/8" Pea Gravel
10. 1" PVC conduit for flow sensor cable PAIGE CABLE P - 7162 - D (if applicable)
11. Poured concrete base

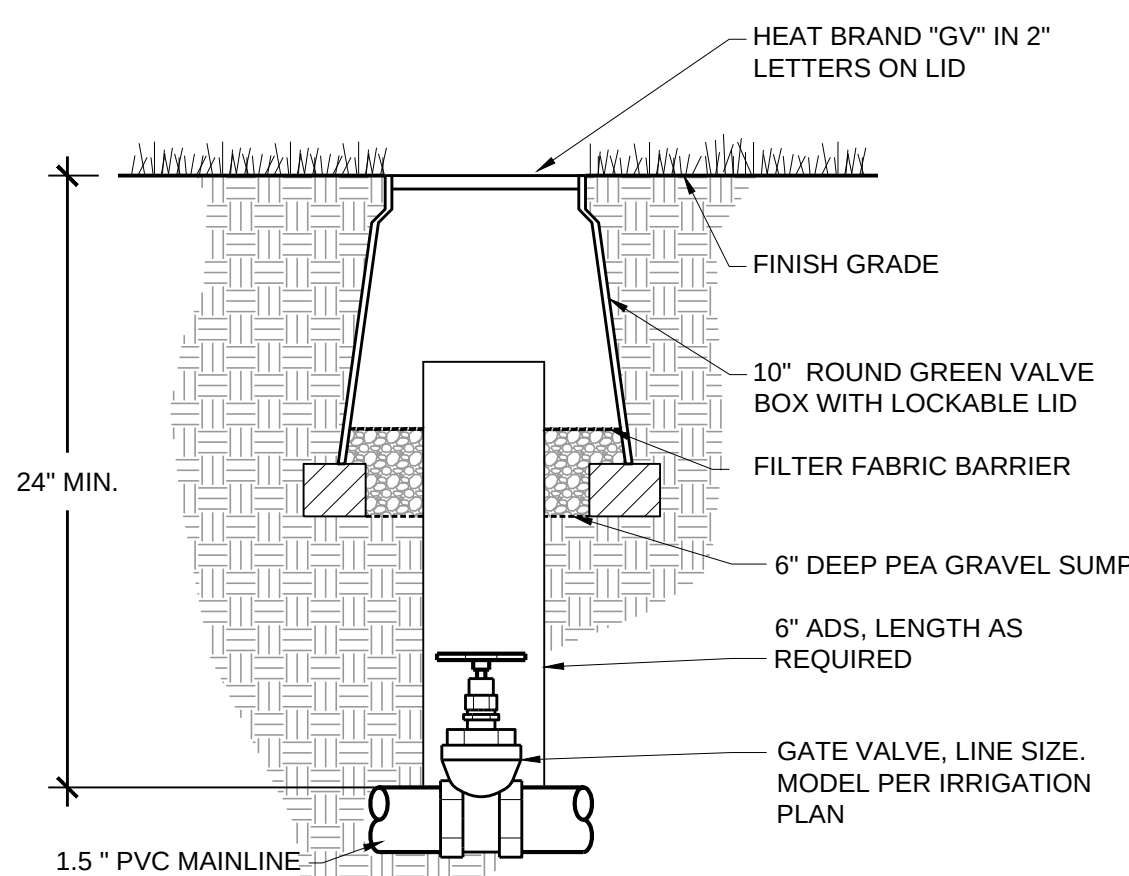
CONTROLLER ASSEMBLY

NOT TO SCALE



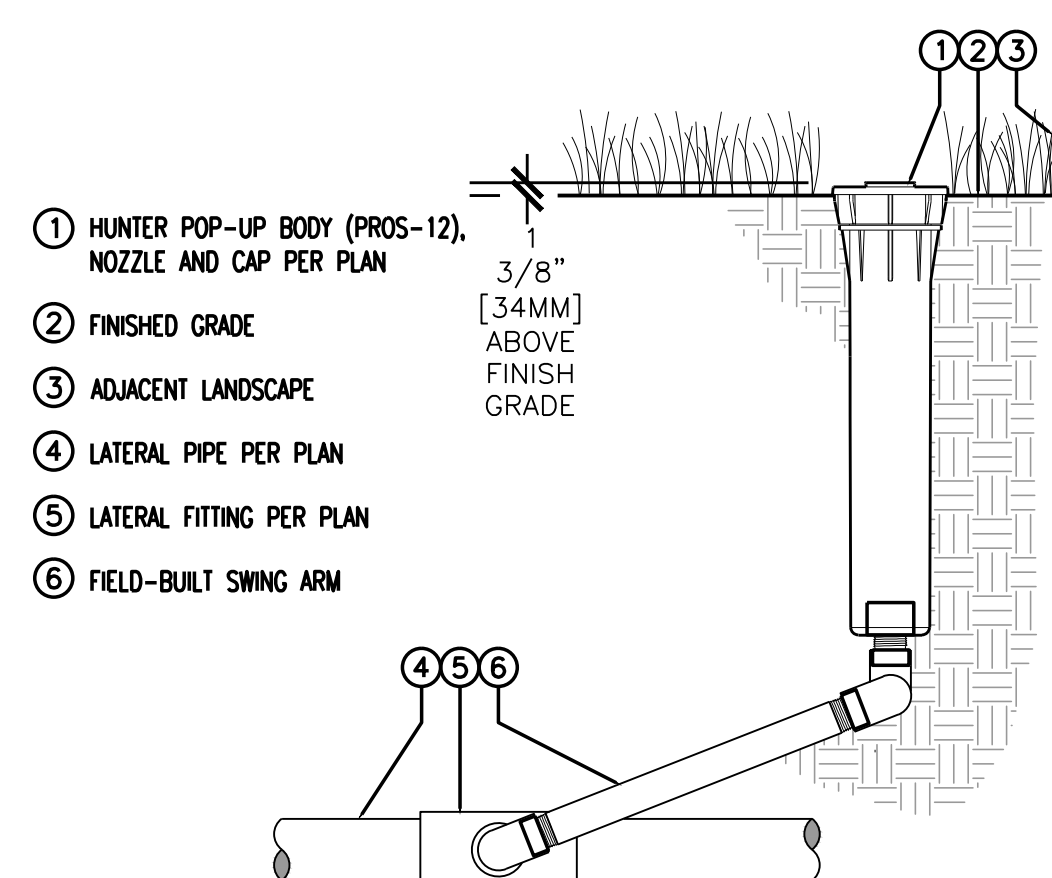
QUICK COUPLER VALVE

NOT TO SCALE



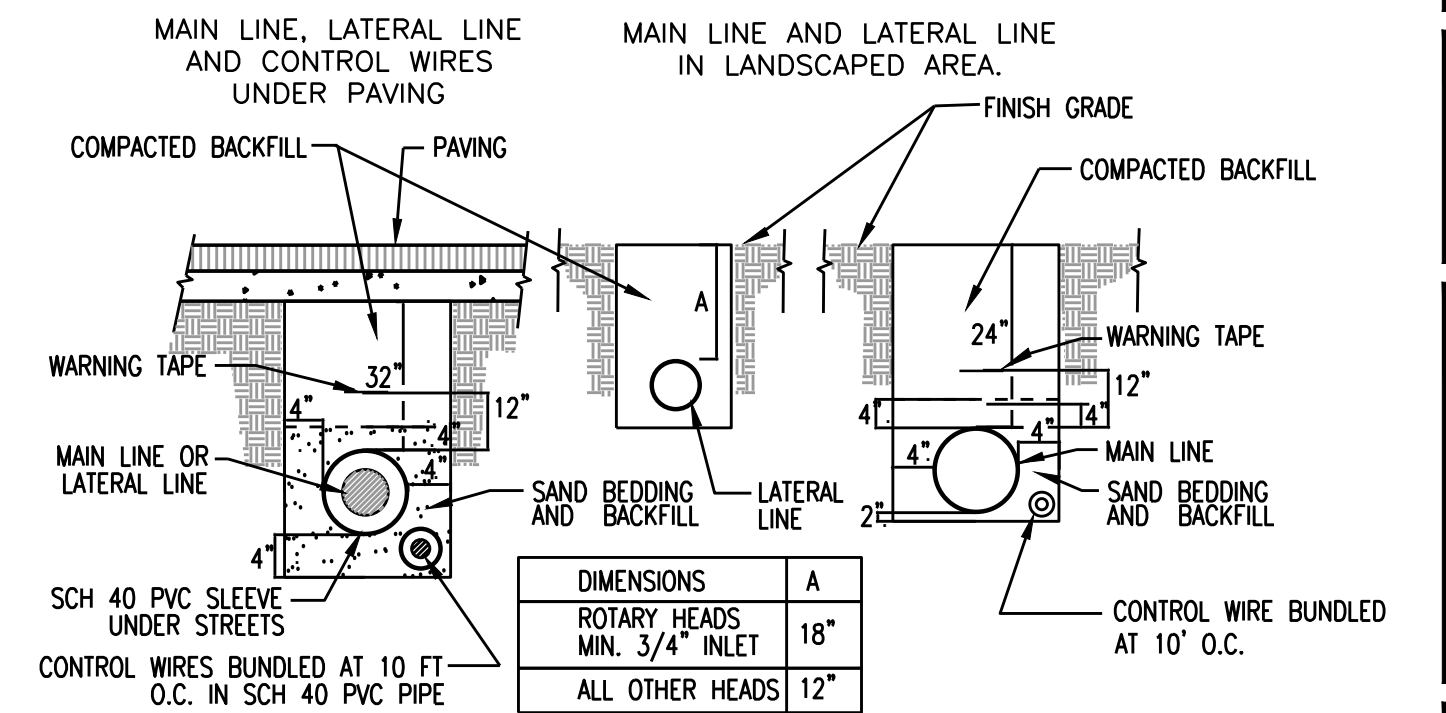
GATE VALVE

NOT TO SCALE



HUNTER 12" POP-UP SPRAY BODY

NOT TO SCALE



PIPE TRENCHING

NOT TO SCALE



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

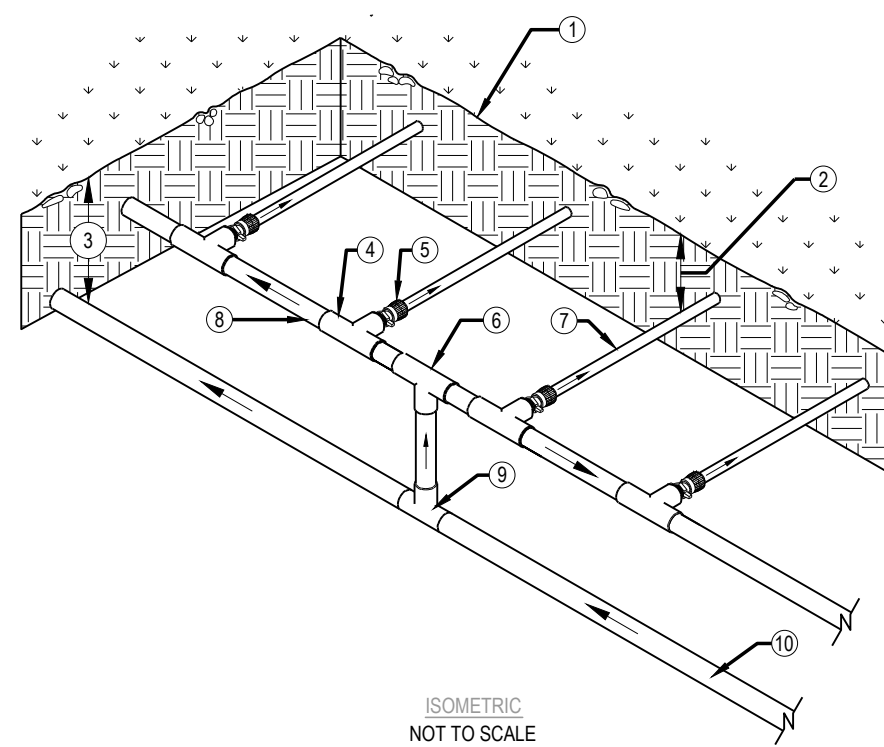
STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:
IRRIGATION
DETAILS

Sheet 13
ID-1
of 23

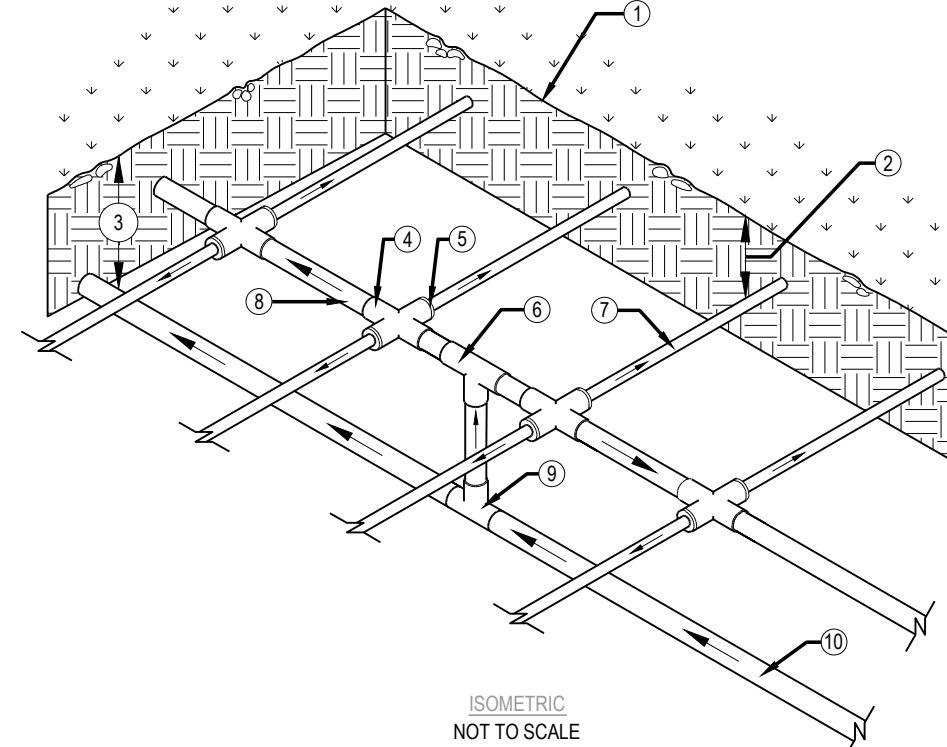


- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.

SUB-MANIFOLD END FEED LAYOUT

NOT TO SCALE

A

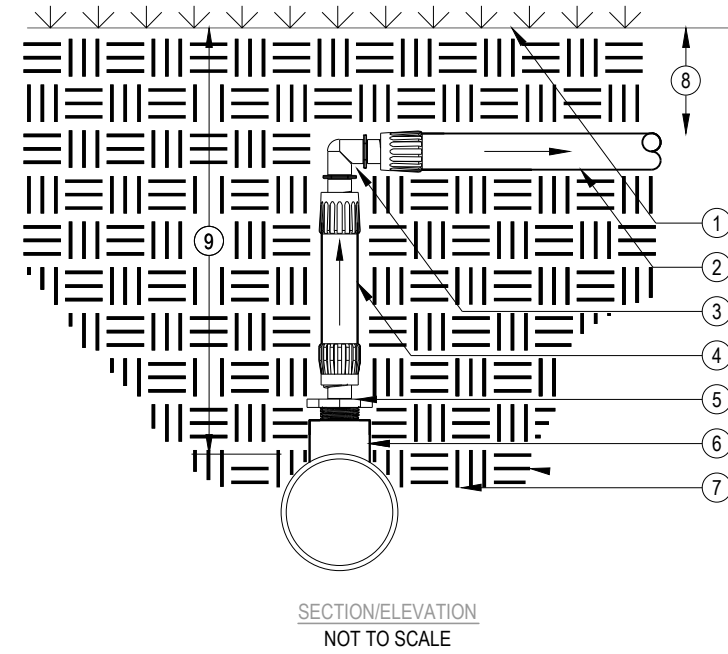


- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.

SUB-MANIFOLD CENTER FEED LAYOUT

NOT TO SCALE

B

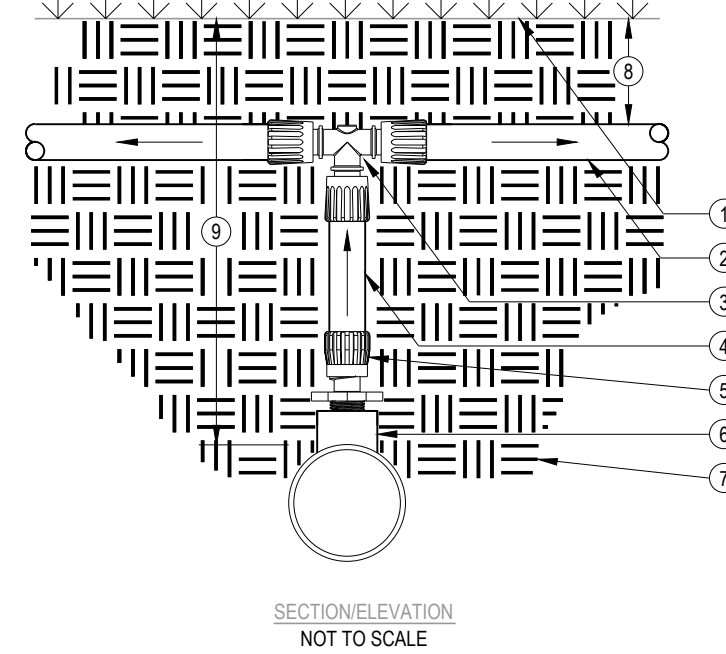


- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.

MANIFOLD ELL CONNECTION

NOT TO SCALE

C

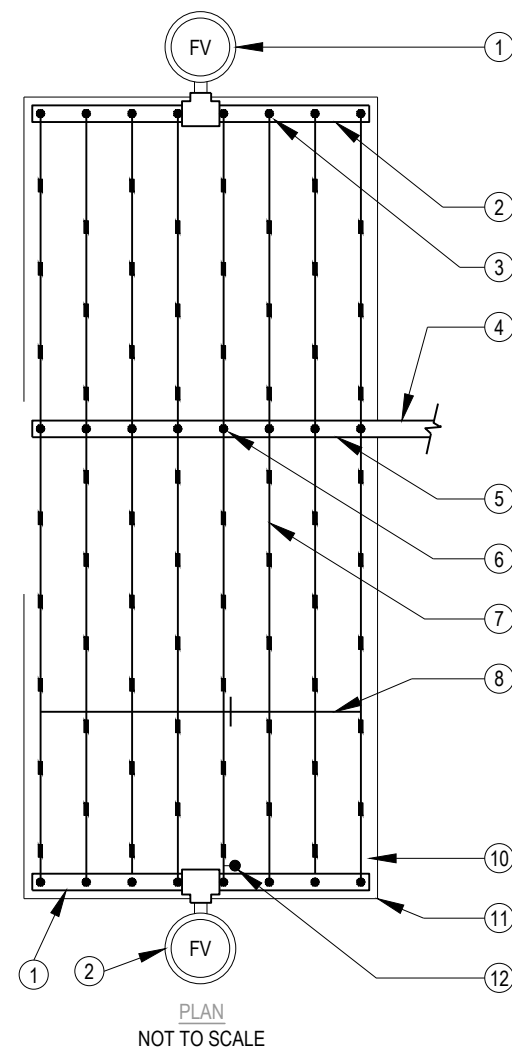


- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.

MANIFOLD TEE CONNECTION

NOT TO SCALE

D

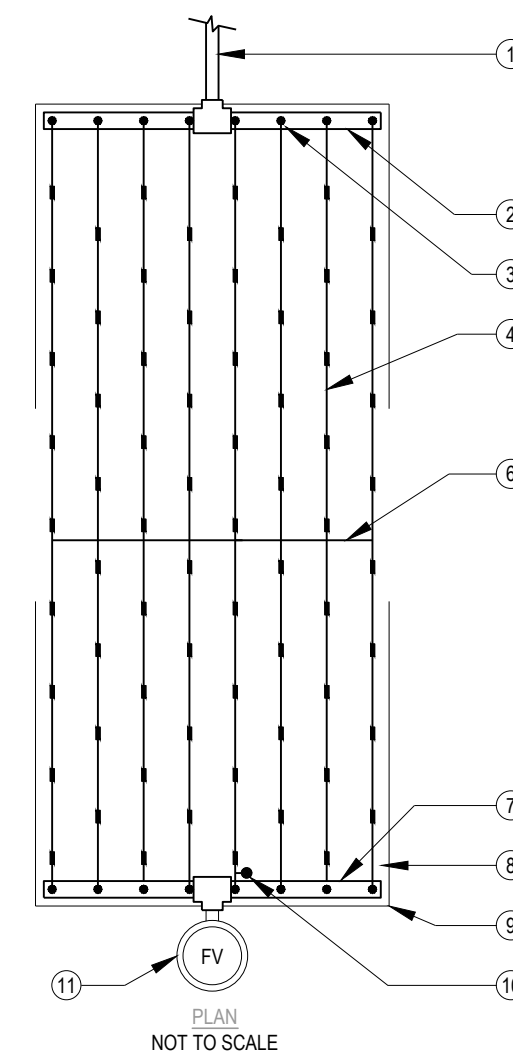


- NOTES:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

CENTER-FEED LAYOUT

NOT TO SCALE

E

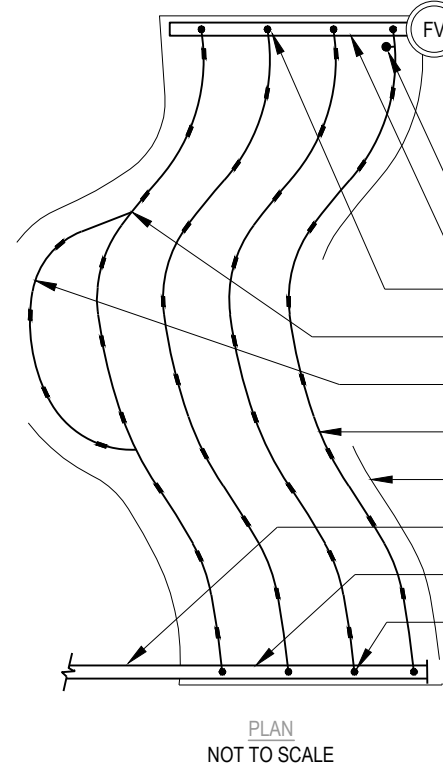


- NOTES:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

END-FEED LAYOUT

NOT TO SCALE

F

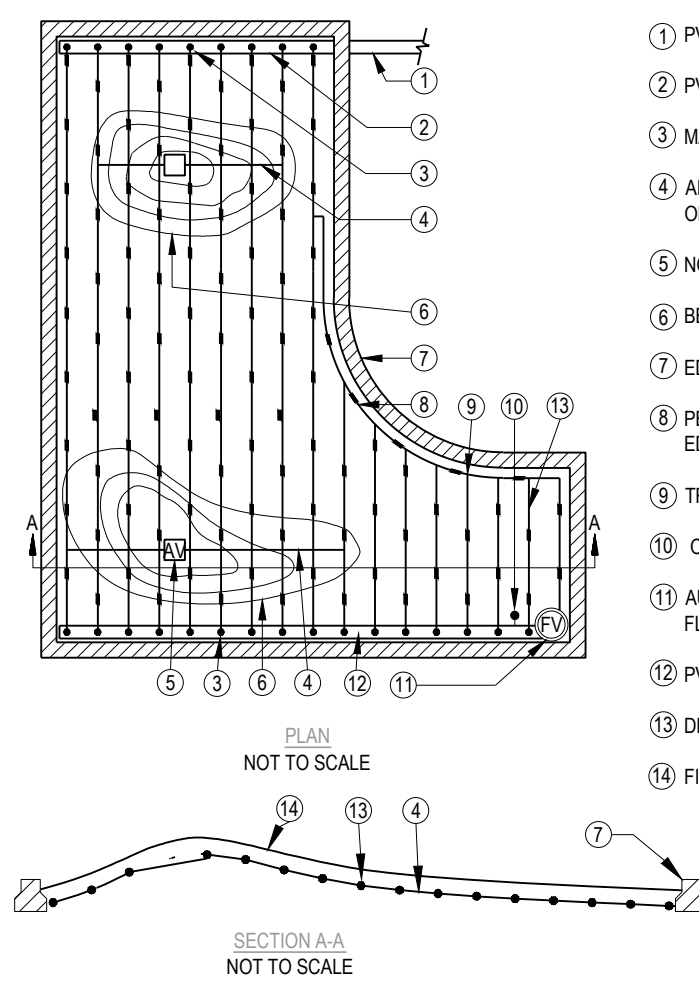


- NOTES:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

ODD-CURVES LAYOUT

NOT TO SCALE

G

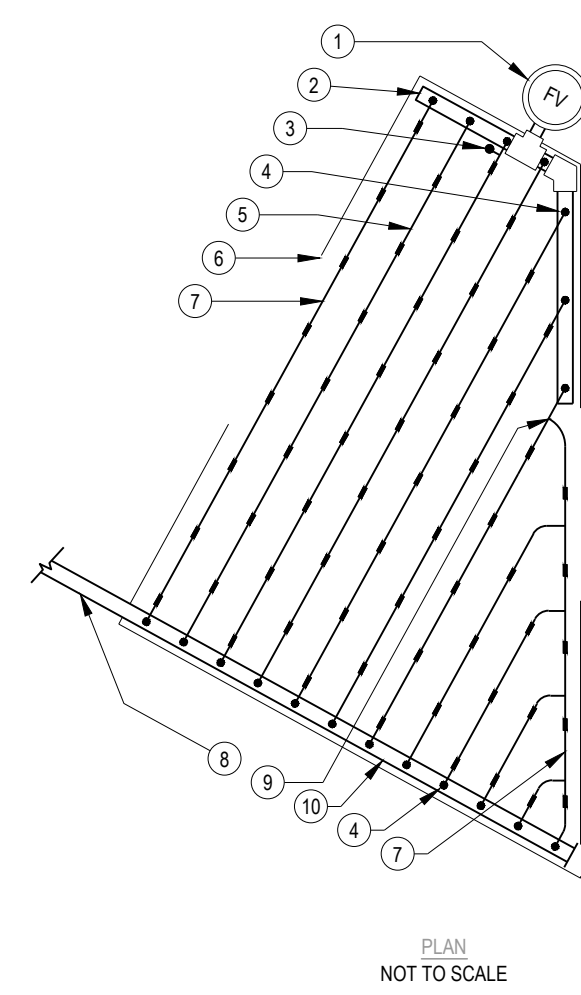


- NOTES:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

MOUND LAYOUT

NOT TO SCALE

H

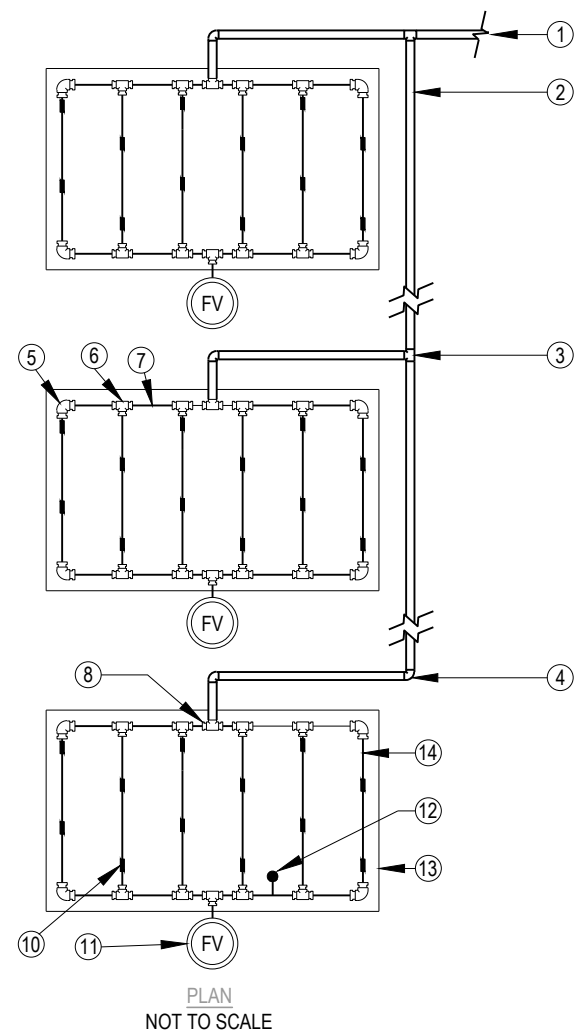


- NOTES:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

TRIANGULAR LAYOUT

NOT TO SCALE

I

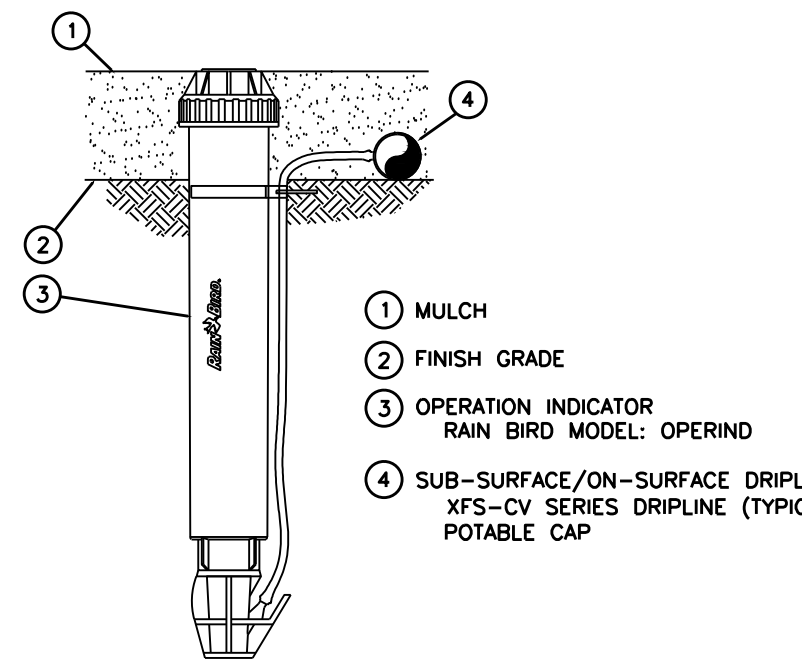


- NOTES:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

ISLAND LAYOUT

NOT TO SCALE

J

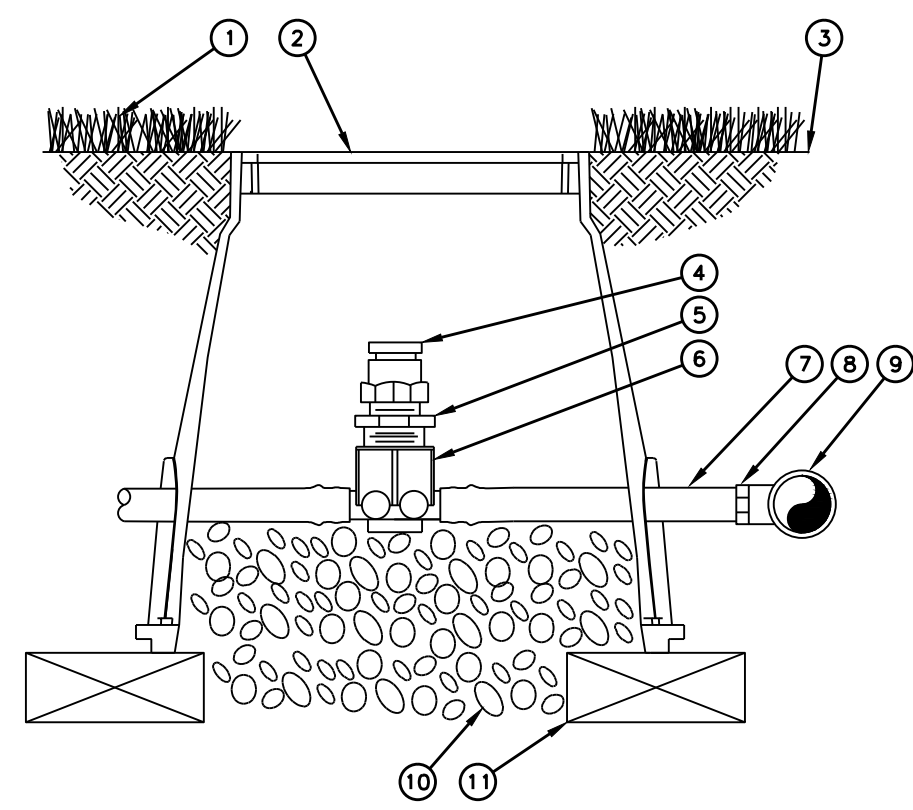


- NOTE:
1. VAN NOZZLE MAY BE SET TO CLOSED, OR IF IT IS DESIRED TO SEE SPRAY FROM THE NOZZLE, SET THE ARC TO 1/4 PATTERN. THE FLOW FROM THE NOZZLE, 0.3 GPM, SHOULD BE ACCOUNTED FOR IN THE SYSTEM DESIGN.

DRIPLINE INDICATOR

NOT TO SCALE

K

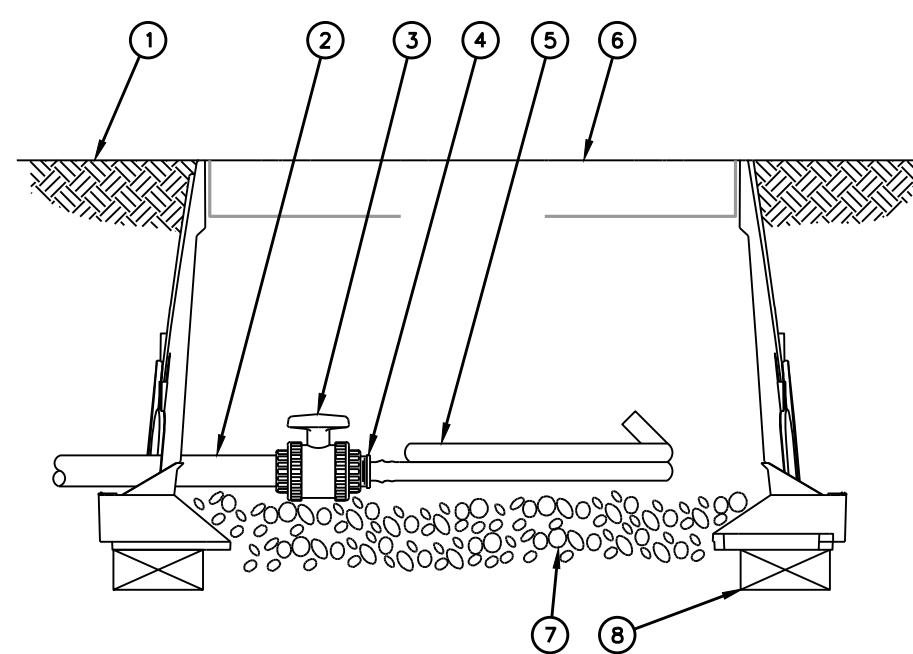


1. TURF GRASS
2. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7x8
3. FINISH GRADE
4. 1/2" AIR RELIEF VALVE: RAIN BIRD ARV-12 TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
5. 1/2" x 3/4" PVC REDUCER BUSHING
6. BARB X FEMALE THREAD CONNECTOR: RAIN BIRD XFD-TFA FITTING
7. 1/2" BLANK DRIPLINE TUBING: RAIN BIRD XF SERIES
8. BARB X MALE THREAD CONNECTOR: RAIN BIRD XFD-MA FITTING
9. PVC TEE CONNECTED TO PVC HEADER PIPE
10. 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL
11. BRICK (1 OF 2)

AIR & VACUUM RELIEF VALVE

NOT TO SCALE

L

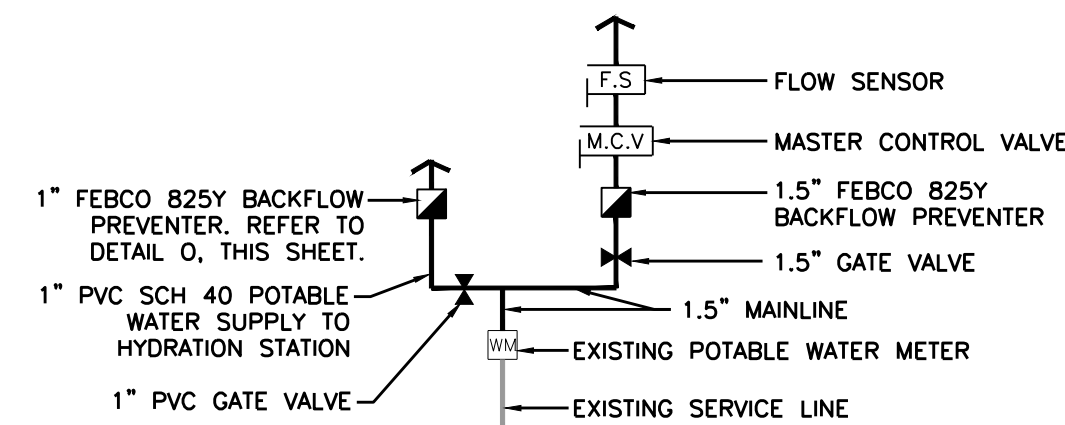


1. FINISH GRADE
2. PVC DRIP MANIFOLD PIPE
3. PVC 1" x 3/4" TRUE UNION BALL VALVE
4. EASY FIT MALE X BARB ADAPTER: RAIN BIRD XFD-MA-075
5. SUB-SURFACE DRIPLINE: RAIN BIRD XF SERIES BLANK TUBING
6. 12-INCH VALVE BOX WITH COVER: RAIN BIRD VB-SID
7. 3-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL
8. BRICK (1 OF 2)

DRIPLINE FLUSH VALVE

NOT TO SCALE

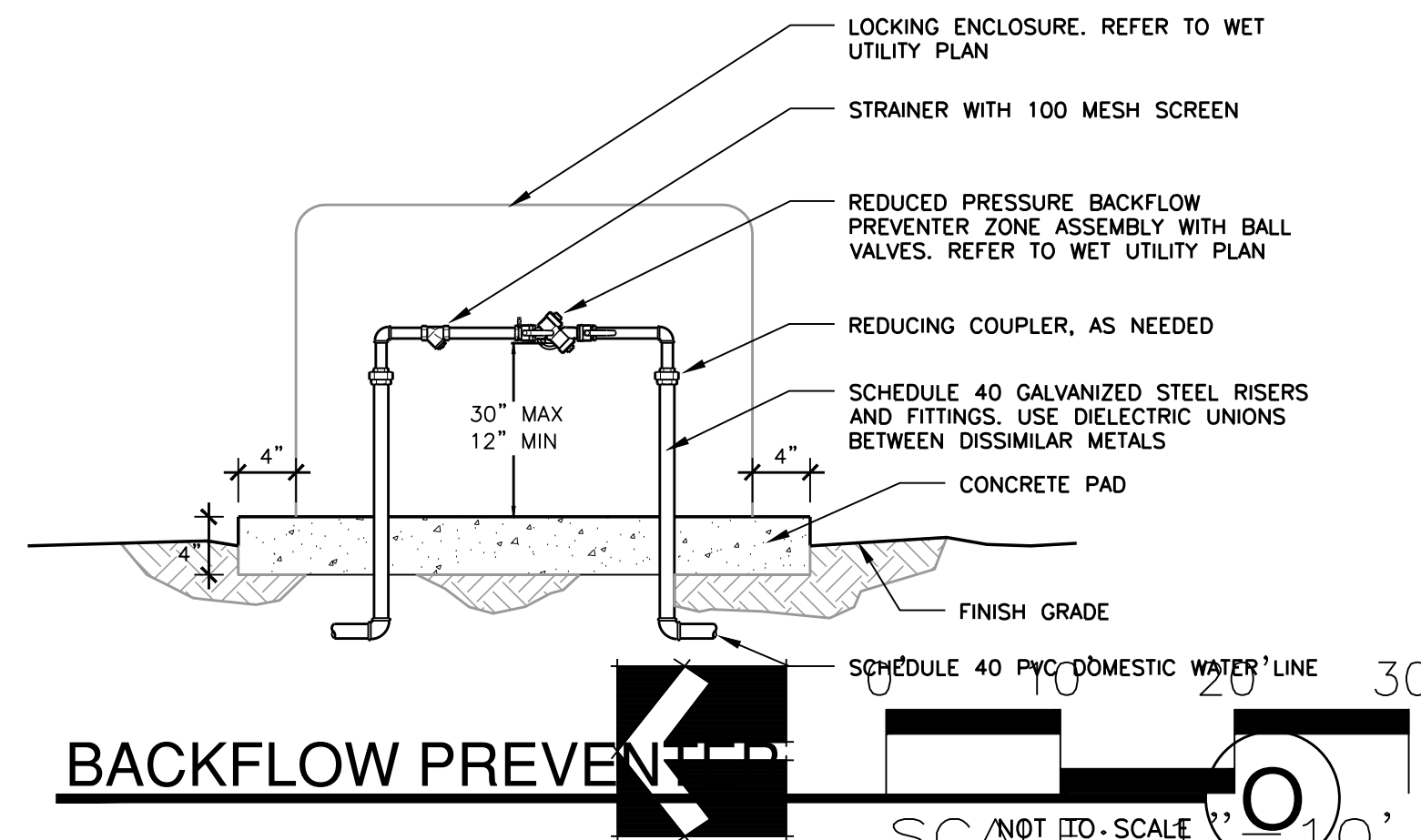
M



POINT OF CONNECTION

NOT TO SCALE

N



BACKFLOW PREVENTER

SCALE: NOT TO SCALE

O



SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

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

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

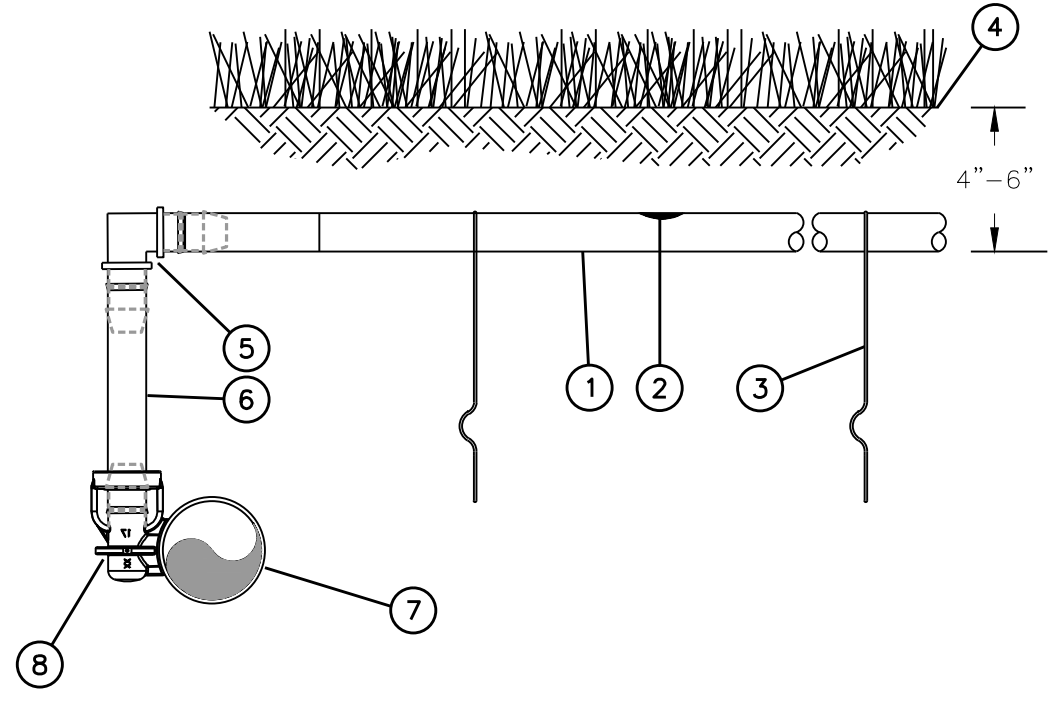


Date: 12-6-23
Design: M HIRSCH
Job No: 2267

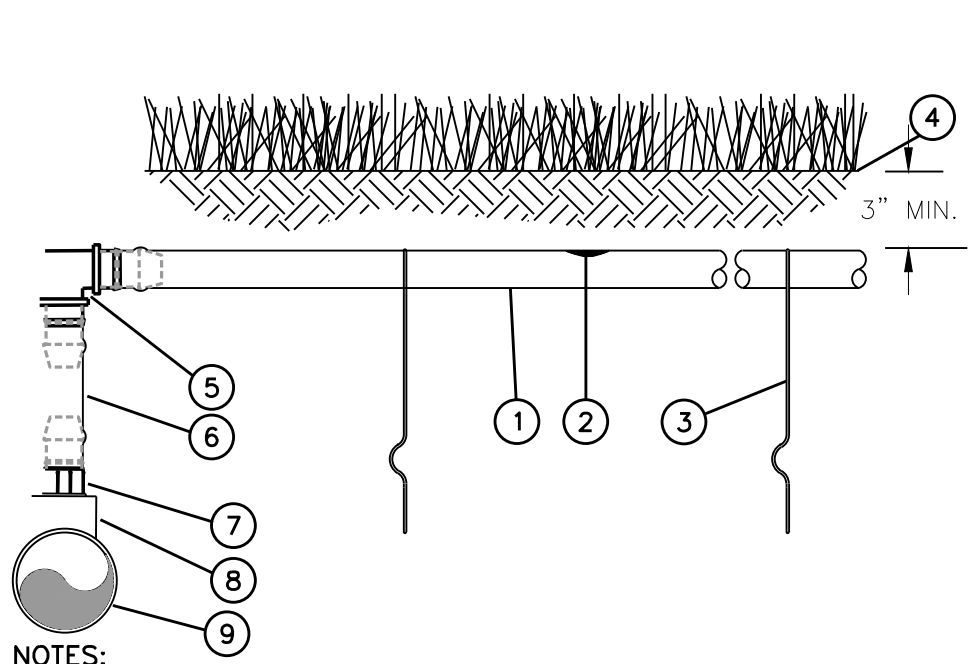
Description:

IRRIGATION
DETAILS

Sheet 14
ID-2
of 23



- 1 SUB-SURFACE DRIPLINE:
RAIN BIRD XFS-CV SERIES DRIPLINE
NON-POTABLE: XFS-CVP DRIPLINE
- 2 INLINE DRIP EMITTER OUTLET
- 3 TIE DOWN STAKE: RAIN BIRD TDS-050
WITH BEND (TYPICAL)
- 4 FINISH GRADE
- 5 BARB X BARB FITTING
RAIN BIRD XFF-ELBOW
- 6 1/2" RAIN BIRD XF SERIES BLANK
TUBING
- 7 QF HEADER
- 8 PRE-INSTALLED BARBED FITTING



- 1 SUB-SURFACE/ON-SURFACE DRIPLINE:
RAIN BIRD XFS-CV SERIES DRIPLINE
NON-POTABLE: XFS-CVP DRIPLINE
- 2 INLINE DRIP EMITTER OUTLET
- 3 TIE DOWN STAKE: RAIN BIRD TDS-050
WITH BEND (TYPICAL)
- 4 TURF/FINISH GRADE OR SHRUB BED
WITH MULCH
- 5 BARB X BARB INSERT
RAIN BIRD XFF-ELBOW
- 6 1/2" RAIN BIRD XF SERIES BLANK
TUBING
- 7 TWIST LOCK FITTING: TLF-MPT8-0600
- 8 1 1/2" X 1 1/2" X 3/4" SST PVC
TEE
- 9 PVC LATERAL
MINIMUM 1 1/2" IN DIAMETER
DEPTH PER SPECIFICATION

NOTES:

1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.

2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

3. INSERTION PLOW AND TRENCHED INSTALLATIONS DO NOT REQUIRE TIE DOWN STAKES.

DRIPLINE ATTACHED TO QF HEADER

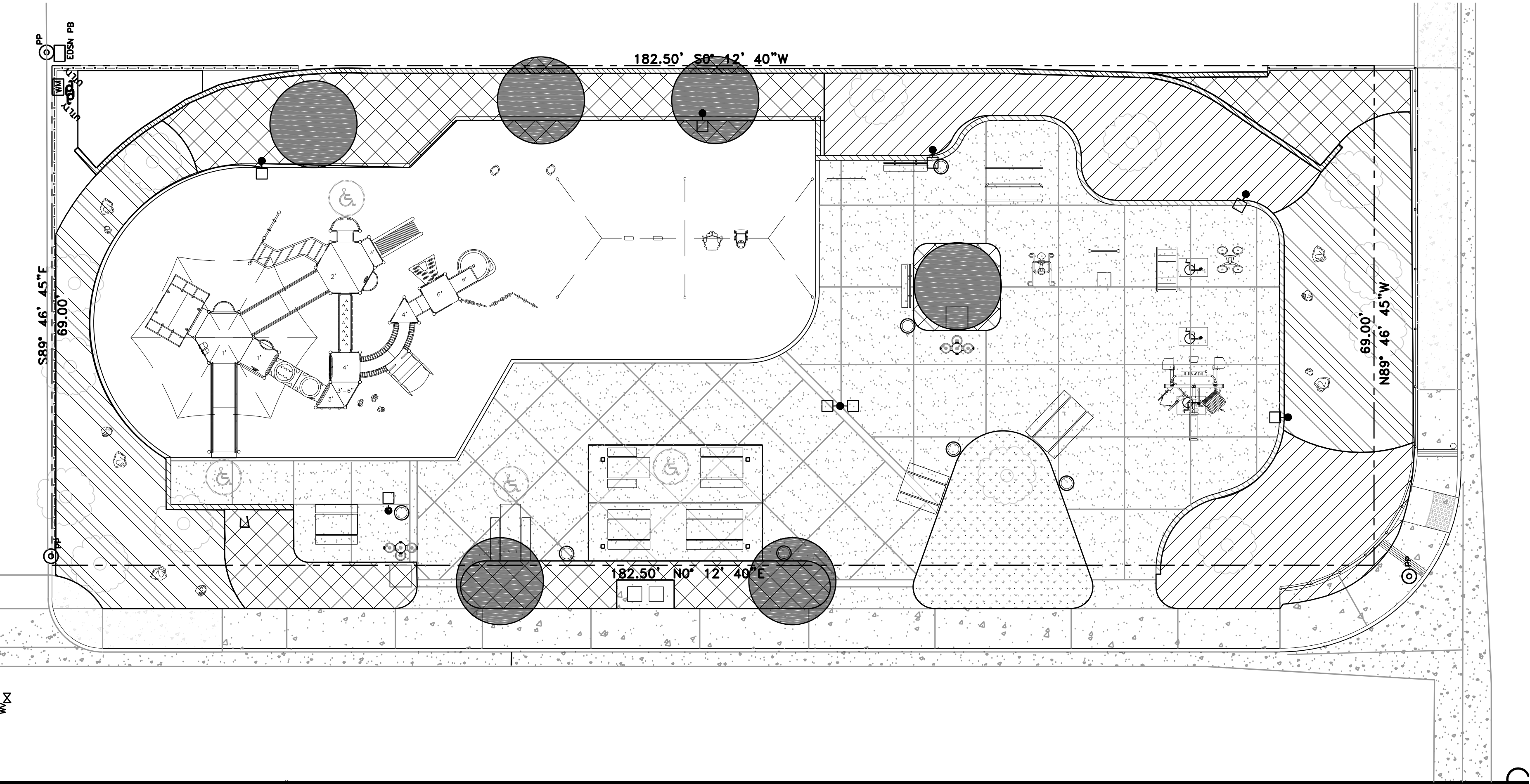
NOT TO SCALE

A

DRIPLINE INSTALL

NOT TO SCALE

B



HYDROZONE PLAN

NOT TO SCALE

HATCH LEGEND

- 1 A LOW WATER USE SHRUBS AND EXISTING TREES
- 1 B LOW WATER USE SHRUBS
- 2 A LOW WATER USE EXISTING TREES
- 2 B MODERATE WATER USE TREES
- 3 A MODERATE WATER USE TURF



SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.

HYDROZONE TABLES

LANDSCAPE HYDROZONE TABLE						
HYDROZONE	EXPOSURE	PLANT MATERIAL	PLANT WATER USE TYPE(S)	PLANT FACTOR(PF)	AREA(HA) (SQ. FT.)	PF x HA (SQ. FT.)
1 A	SUN	S/GC/T	LOW	0.20	1,318	263
1 B	SUN	S/GC	LOW	0.20	1,687	337
2 A	SUN	T	LOW	0.20	1,554	311
2 B	SUN	T	MOD	0.40	150	60
3 A	SUN	WST	HIGH	0.80	439	351
GC - GROUND COVER SHRUBS		SLA - SPECIAL LANDSCAPE AREA TREES	WST - WARM SEASON TURF	TW - TREE WELLS	IE = 0.75 ETAF FOR SLA = 1.0	

IRRIGATION HYDROZONE TABLE					
HYDROZONE	WATER USE	IRRIGATION METHOD	AREA (SQ. FT.)	% OF LANDSCAPE AREA	
1 A	LW	RT	1,318	24.9%	
1 B	LW	D	1,687	31.8%	
2 A	LW	RT	1,554	29.3%	
2 B	MW	B	150	2.8%	
3 A	HW	RT	439	8.3%	
HW-HIGH WATER USE MW-MODERATE WATER USE LW-LOW WATER USE VLW-VERY LOW WATER USE		S-SPRAY R-ROTOR B-BUBBLER	D-DRIP MS-MICRO SPRAY UGT-UNDERGROUND TUBING	RT-ROTATOR	

PRESSURE LOSS CALCULATION FORM					
PROJECT INFORMATION					
PROJECT NAME: STERNS PARK		CONTACT: CHUCK FOLEY			
LOCATION: LOS ALAMITOS, CA		PHONE/FAX: 714-776-4340			
PREPARED BY: HIRSCH AND ASSOCIATES, INC.		DATE: 7/24/23			
NUMBER OF WATER METERS: 1		NUMBER OF CONTROL VALVES: 8			
LINE CALCULATION RESULTS - (RECAP)					
1	AUTOMATIC CONTROLLER & STATION NUMBER	A-3			
2	STATIC WATER PRESSURE @ P.O.C	--			
3	BOOSTER PUMP INCREASE				
4	RESIDUAL WATER PRESSURE	--			
MISCELLANEOUS EQUIPMENT LOSSES					
5	Service Lateral from District Main to Water Meter	Size/Info.	GPM	Loss/100'	Loss/Act.
6	Water Meter	2" / 30'	9	0	0
7	Main Line Loss from Water Meter to Back Flow Preventer	1"	9	N/A	0.6
8	Back Flow Preventer	1.5" / 10'	9	0.26	0.03
9	Wye Strainer and/or Pressure Regulator	1"	9	N/A	12.00
10	Gate Valve Losses (Gate, Ball or Butterfly Valves)	N/A	N/A	N/A	N/A
11	Total Main Line Losses (From line 31)	1"	9	N/A	3
12	Main Line Fitting Losses (20% of ALL Mainline Losses)	N/A	N/A	N/A	0.05
13	Specialty Valves (Master Valve and Flow Sensor)	N/A	N/A	N/A	0.01
14	(Add Pressure Losses From Lines 5-13)	MCV 1"	9	N/A	1.8
				SUBTOTAL	17.49
INDIVIDUAL SYSTEM LOSSES					
15	Remote Control Valve Loss	Size	GPM	Press. Loss	
16	Individual Lateral Line Loss (From Line 43)	1"	9	1.8	
17	Lateral Line Fitting Losses (20% of TOTAL Lateral Losses)	N/A	N/A	5.12	
18	Sprinkler Head Operating Pressure (from legend)	N/A	N/A	1.02	
19	Difference in Elevation (Loss or Gain .433 per Foot)	N/A	N/A	40.00	
20	(Add Pressure Losses From Lines 15-19)			N/A	
				SUBTOTAL	47.94
SUMMARY OF LOSSES					
21	Miscellaneous Equipment Losses	(from Line 14)		Press. Loss	17.49
22	Individual System Losses	(from Line 20)			47.94
23	(Sum Total of Losses - Add Lines 21-22)	GRAND TOTAL			65.43
24	Total Static Water Pressure	(Add Lines 2 and 3)			--
25	Individual System Losses	(from Line 23)			65.43
26	Total Residual Water Pressure	(Subtract Line 25 from 24)	TOTAL		--
1 of 2					

SYSTEM PRESSURE MAIN LINE LOSSES							
Line	Pipe Value	Size of Pipe	Type of Pipe	Length	GPM	Pressure Loss/100'	Pressure Loss/Act.
27		1.25"	SCH 40	19'	9	0.26	0.05
28							
29							
30							
31	(Total of Lines 27-30)						0.05

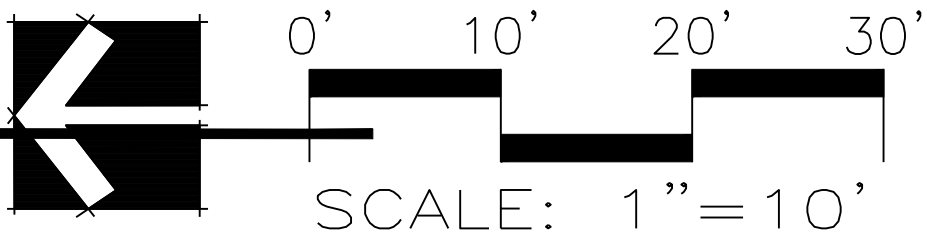
SYSTEM INDIVIDUAL LATERAL LINE LOSSES							
Line	Pipe Value	Size of Pipe	Type of Pipe	Length	GPM	Pressure Loss/100'	Pressure Loss/Act.
32		1"	SCH 40	155'	9	2.17	3.36
33		3/4"	SCH 40	39'	7	4.52	1.76
34	(Total of Lines 32-43)						5.12

PRESSURE LOSS CALCULATIONS

California Water Efficient Landscape Worksheet						
Reference Evapotranspiration (ET _r)	39.7	Project Type	Non-Residential	Estimated Total Water Use (ETWU) ²	0.45	
Hydrozone # / Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area
Regular Landscape Areas						
Low-Shrubs/GC/Trees	0.2	Overhead	0.75	0.27	1,318	351
Low-Shrubs/GC	0.2	Drip	0.81	0.25	1,687	417
Low-Trees	0.2	Overhead	0.75	0.27	1,554	414
Moderate-Trees	0.4	Drip	0.81	0.49	150	74
High-Turf	0.8	Overhead	0.75	1.07	439	468
Totals					5148	1725
Special Landscape Areas						
				1		0
				1		0
				1		0
				1		0
Totals					0	0
ETWU Total					42453	
Maximum Allowed Water Allowance (MAWA) ^d					57021	

ETAF Calculations		Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.
Regular Landscape Areas		
Total ETAF x Area	1725	
Total Area	5148	
Average ETAF	0.34	
All Landscape Areas		
Total ETAF x Area	1725	
Total Area	5148	
Average ETAF	0.34	

WATER CALCULATIONS



Sheet 15
ID-3
of 23



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

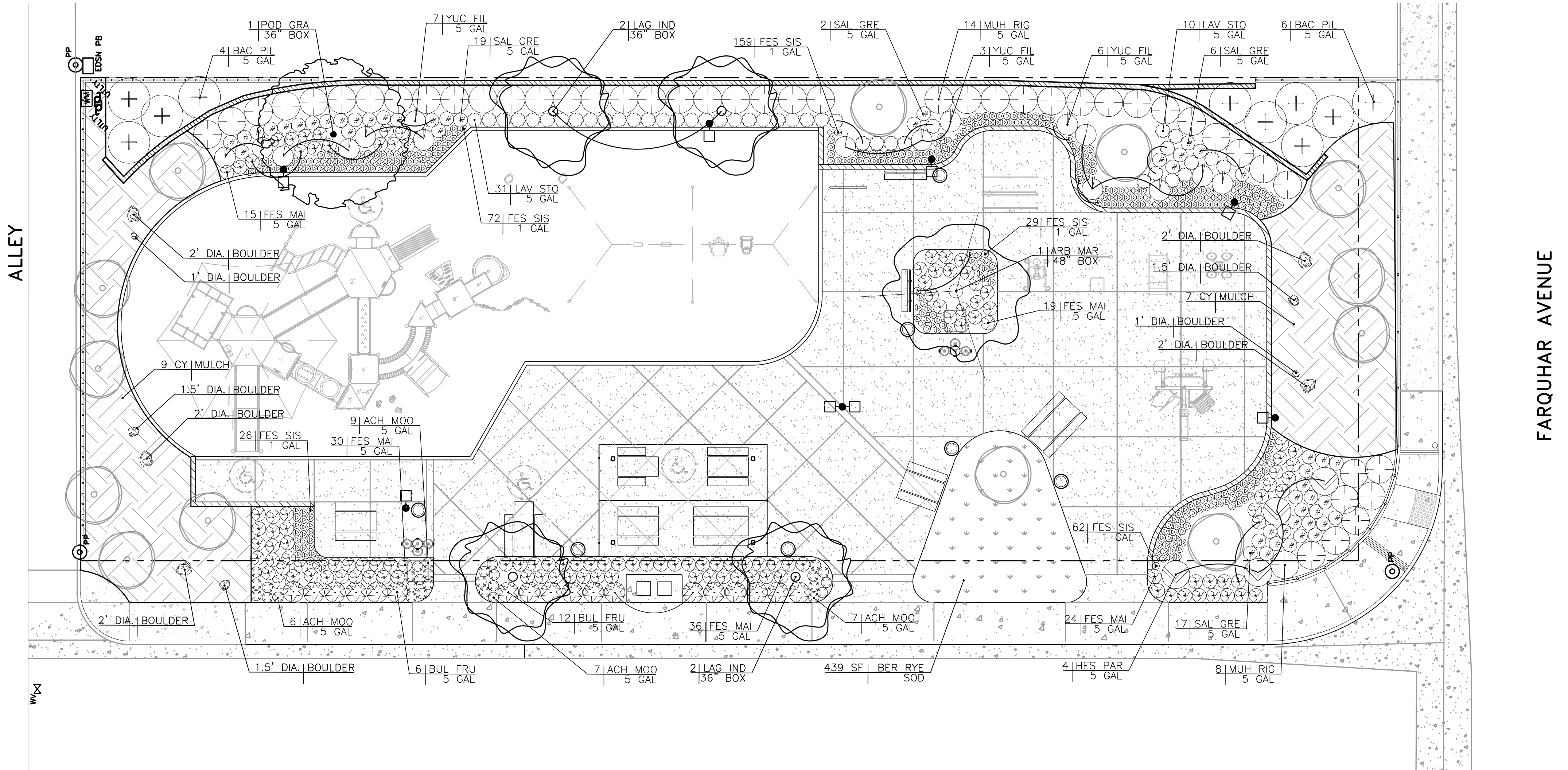


Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:
IRRIGATION
DETAILS



**SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.**



PLANT LEGEND (WUCOLS REGION 3 - SOUTH COASTAL)

SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	SPACING	DETAIL	COMMENTS
			EXISTING TREES					
			EXISTING BOULDERS TO BE RELOCATED AS SHOWN				PD-1/E	
TREES								
	ARB MAR	Arbutus 'Marino'	Marino Strawberry Tree	48" BOX	LOW	AS SHOWN	PD-1/B & C	MULTI-TRUNK
	LAG IND	Lagerstroemia indica 'Natchez'	Crape Myrtle	36" BOX	MOD	AS SHOWN	PD-1/B & C	STANDARD
	POD GRA	Podocarpus gracilior	African Fern Pine	36" BOX	MOD	AS SHOWN	PD-1/B & C	STANDARD
SHRUBS								
	ACH MOO	Achillea 'Moonshine'	Moonshine Yarrow	5 GAL	LOW	18" OC	PD-1/A	
	BAC PIL	Baccharis pilularis 'Pigeon Point'	Dwarf Coyote Bush	5 GAL	LOW	72" OC	PD-1/A	
	BUL FRU	Bulbine frutescens 'Hallmark'	Orange Bulbine	5 GAL	LOW	36" OC	PD-1/A	
	FES MAI	Festuca mairei	Atlas Fescue	5 GAL	LOW	24" OC	PD-1/A	
	FES SIS	Festuca 'Siskiyow Blue'	Blue Fescue	1 GAL	LOW	12" OC	PD-1/A	
	HES PAR	Hesperaloe parviflora	Red Yucca	5 GAL	LOW	48" OC	PD-1/A	
	LAV STO	Lavandula stoechas	Spanish Lavender	5 GAL	LOW	24" OC	PD-1/A	
	MUH RIG	Muhlenbergia rigens	Deer Grass	5 GAL	LOW	48" OC	PD-1/A	
	SAL GRE	Salvia greggii 'Furman's Red'	Autumn Sage	5 GAL	LOW	24" OC	PD-1/A	
	YUC FIL	Yucca filamentosa 'Colorguard'	Variegated Adam's Needle	5 GAL	LOW	36" OC	PD-1/A	
			Fir Bark Mulch, 1/2" to 3/4" Diameter				PD-1/D	
			TifTuf Hybrid Bermuda with Perennial Ryegrass Overseed					

LANDSCAPE CALCULATION

SITE AREA: 12,593 SF/0.29 ACRES
LIMIT OF WORK: 14,080 SF/0.32 ACRES
TOTAL LANDSCAPE AREA: 5,148 SF/0.12 ACRES

MAPLE STREET

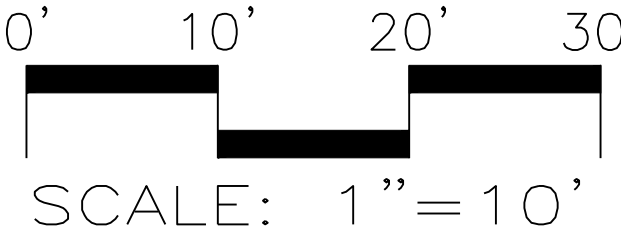
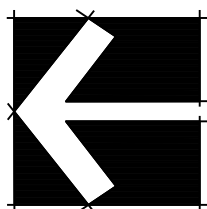
PLANTING NOTES

1. VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK.
 2. LANDSCAPE ARCHITECT SHALL HAVE THE OPPORTUNITY TO INSPECT AND APPROVE ALL PLANT MATERIALS 24" BOX AND LARGER AT NURSERY. 15 GAL AND SMALLER WILL BE INSPECTED AT JOB SITE PRIOR TO PLANTING.
 3. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL THEFT OR DAMAGE TO PLANT MATERIAL ONCE PLANT MATERIAL IS DELIVERED TO JOB SITE.
 4. UPON COMPLETION OF PLANTING, THE CONTRACTOR SHALL ARRANGE FOR A SUBSTANTIAL COMPLETION INSPECTION BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL CORRECT ANY DISCREPANCIES FOUND PRIOR TO FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT.
 5. THE CONTRACTOR IS TO CONTACT THE OWNER, LANDSCAPE ARCHITECT AND CITY LANDSCAPE ARCHITECT FOR A FINAL INSPECTION OF THE LANDSCAPE ONCE ALL WORK IS COMPLETE.
 6. UPON FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL SUBMIT TO OWNER, SIGNED ORIGINALS OF ALL MATERIAL AND LABOR RELEASES.
 7. BACKFILL MIX FOR ALL TREES, SHRUBS AND SUCCULENTS SHALL CONSIST OF THE FOLLOWING MATERIALS PER CUBIC YARD:

90% NATIVE ON-SITE SOIL
10% BULK ORGANIC MATERIAL
5 LB./CY. TRI-C PREMIUM HUMATE
5 LB./CY. TRI-C ENDO 120 (MYCORRHIZAL INOCULUM)
 8. SOIL PREPARATION: INCORPORATE THE FOLLOWING MATERIALS INTO ALL PLANTER AREAS PER 1,000 S.F. MECHANICALLY ROTOTILL IN TWO DIRECTIONS MATERIALS INTO AREA TO A DEPTH OF 6". HAND TILLING IS NOT ACCEPTABLE. WATER THOROUGHLY AFTER ROTOTILLING IS COMPLETE.

3 CY. NITROGEN FORTIFIED ORGANIC AMENDMENT
50 LB. TRI-C PREMIUM HUMATE
1.5 LB. TRI-C ENDO 120 (MYCORRHIZAL INOCULUM)
- UNLESS CONTRADICTED BY A SOILS TEST, COMPOST AT A RATE OF A MINIMUM OF FOUR CUBIC YARDS PER ONE-THOUSAND (1,000) SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES INTO THE SOIL. HAND TILLING IS NOT ACCEPTABLE. WATER THOROUGHLY AFTER ROTOTILLING IS COMPLETE.
- SWEEP OR BLOW DOWN ALL WALKS PRIOR TO WATERING.
- NOTE: THE ABOVE SOIL PREPARATION MATERIAL AND BACKFILL MIX ARE FOR BID PURPOSES ONLY. CONTRACTOR SHALL HAVE QUALIFIED SOILS LABORATORY APPROVED BY LANDSCAPE ARCHITECT PERFORM AGRICULTURAL SOIL SUITABILITY TEST. TEST RESULTS SHALL BE REVIEWED BY LANDSCAPE ARCHITECT WHO MAY MODIFY THE SOIL PREPARATION AND BACKFILL MIX IF NECESSARY. LANDSCAPE ARCHITECT SHALL SELECT LOCATION OF TEST SITES. (1) TEST SITE IS REQUIRED PER BID.
9. A REPRESENTATIVE SAMPLE OF THE BOTANICAL NAME TAGS, FURNISHED BY THE NURSERY STOCK SUPPLIER, SHALL REMAIN ATTACHED TO THE PLANTS UNTIL FINAL INSPECTION.
 10. INSTALL MULCH AT A COMPACTED MINIMUM DEPTH OF 3". THE APPLICATION OF MULCH SHALL BE CONTINUOUS IN ALL SHRUB/GROUNDCOVER BEDS AND UNDER ALL PLANTS AND TREES AS WELL AS IN PLANTER BASINS.
 11. THE CONTRACTOR IS TO PROVIDE COPIES OF ALL SOIL AMENDMENT DELIVERY TICKETS TO THE LANDSCAPE ARCHITECT AT THE FINAL INSPECTION.
 12. REFER TO SPECIFICATIONS FOR FURTHER INFORMATION. THE GENERAL REQUIREMENTS OF THE SPECIFICATIONS SHALL BECOME PART OF PLANTING WORK.
 13. PLANTING TABLET REQUIREMENT. TRI-C MYCO TABS + 17-9-5

1 GAL 4 TABS
5 GAL 8 TABS
36" BOX 24 TABS
48" BOX 34 TABS



Sheet 16
PP-1
of 23



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

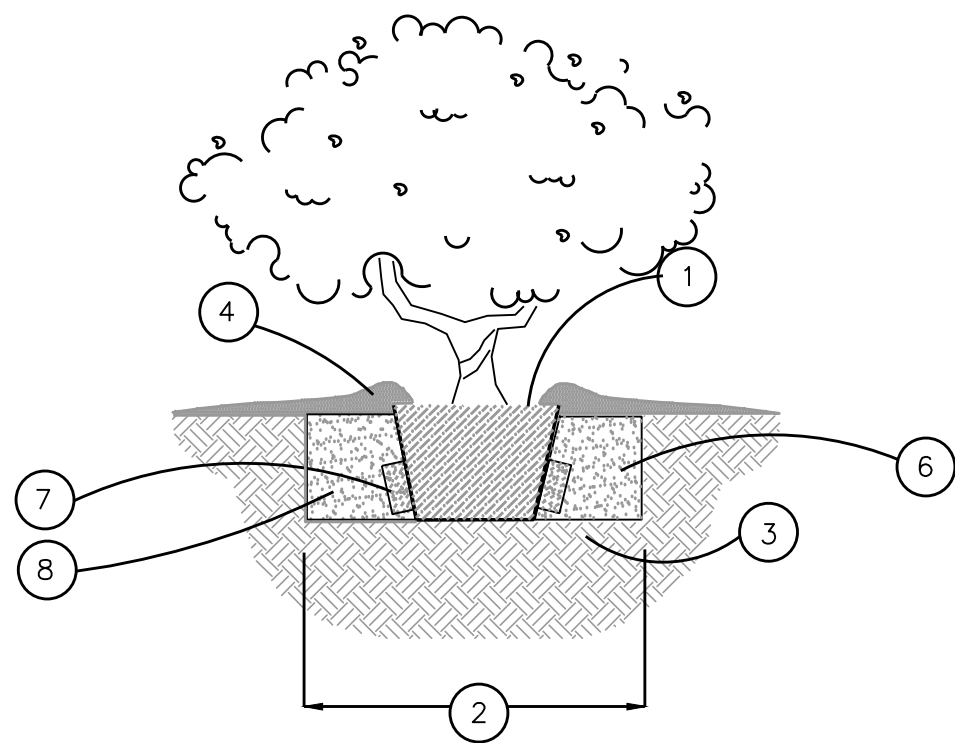
STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:

PLANTING
PLAN

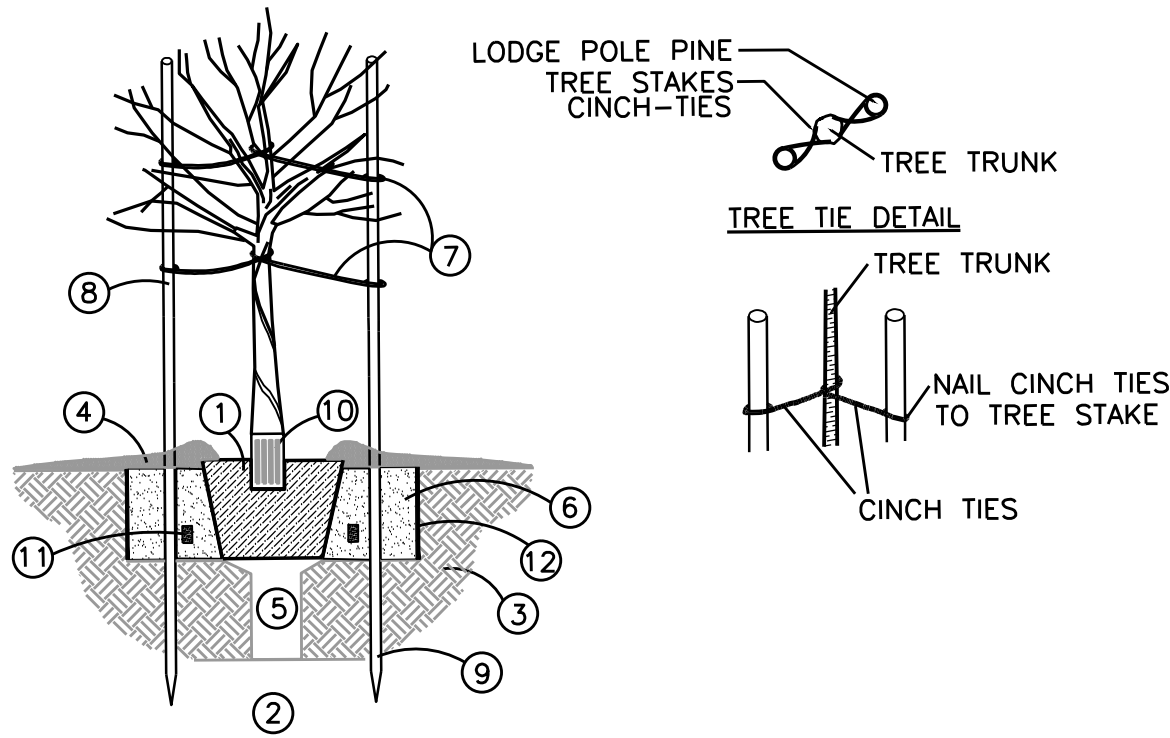


- CONTAINER PLANTING GUIDELINES
1. THE TOP OF THE ROOTBALL SHALL BE AT OR SLIGHTLY ABOVE FINAL GRADE.
 2. PLANTING PITS SHALL BE TWICE THE DIAMETER OF THE ROOTBALL.
 3. THE ROOTBALL SHALL REST ON UNAMENDED SOIL.
 4. CONSTRUCT THE WATER BERM ON THE INSIDE OF THE OUTER EDGE OF THE ROOTBALL. THIS WILL PERMIT WATER TO FLOW THROUGH THE ROOTBALL.
 5. NOT USED
 6. PLANTING OPTIONS:
 - A. SLOW RELEASE FERTILIZER MAY BE ADDED AT RECOMMENDED RATES.
 - C. THE ROOTBALL SHALL BE COVERED WITH A COARSE ORGANIC MULCH TO A MAXIMUM 3" DEPTH.
 - D. TO ENHANCE WATER MOVEMENT, LOOSEN THE NATIVE SOIL BENEATH THE ROOTBALL. DO NOT ADD ORGANIC MATTER TO THE SOIL BENEATH THE ROOTBALL.
 7. FERTILIZER TABLET PER PLANTING NOTES. REFER TO PLANTING NOTE, THIS SHEET.
 8. BACKFILL MIX PER SOILS REPORT INFORMATION, REFER TO PLANTING PLAN, SHEET LP-1

SHRUB PLANTING

NOT TO SCALE

A

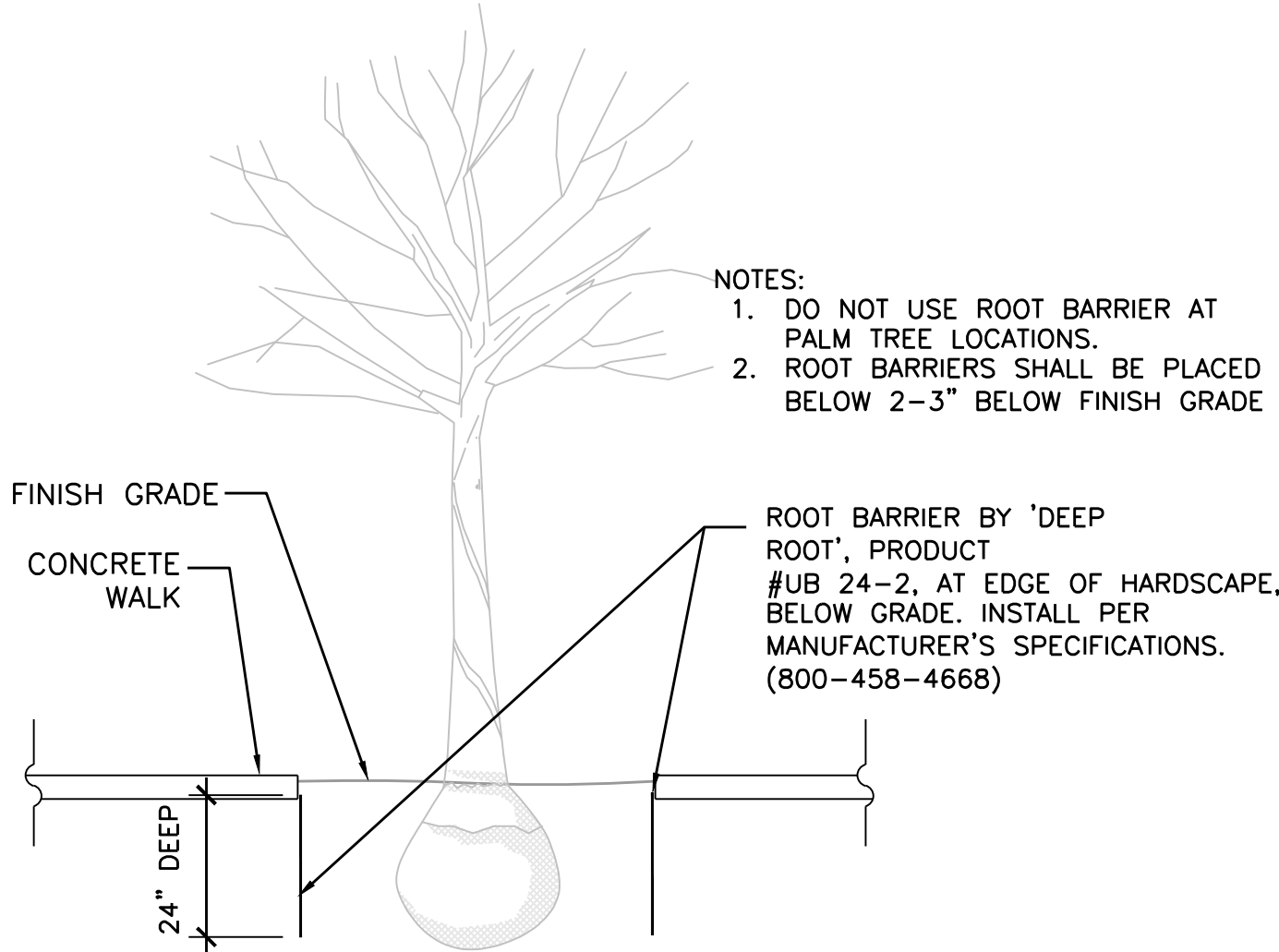


- CONTAINER PLANTING GUIDELINES
1. THE TOP OF THE ROOTBALL SHALL BE AT OR SLIGHTLY ABOVE FINAL GRADE.
 2. PLANTING PITS SHALL BE TWICE THE DIAMETER OF THE ROOTBALL.
 3. THE ROOTBALL SHALL REST ON UNAMENDED SOIL.
 4. CONSTRUCT THE WATER BERM ON THE INSIDE OF THE OUTER EDGE OF THE ROOTBALL. THIS WILL PERMIT WATER TO FLOW THROUGH THE ROOTBALL.
 5. FOR POORLY DRAINING SOILS, AUGER A 4" MINIMUM DIAMETER HOLE 36" DEEP, OR TO A FREE DRAINING LAYER, AND FILL THE HOLE WITH WASHED PLASTER SAND. TAPER THE BOTTOM OF THE PLANTING PIT TO ALLOW GOOD WATER MOVEMENT.
 6. BACKFILL MIX:
 - A. THE BACKFILL MIX IN THE UPPER 12" SURROUNDING THE ROOTBALL SHALL BE PER PLANTING NOTES.
 - B. THE ROOTBALL SHALL BE COVERED WITH A COARSE ORGANIC MULCH TO A MAXIMUM 2" DEPTH.
 - C. TO ENHANCE WATER MOVEMENT, LOOSEN THE NATIVE SOIL BENEATH THE ROOTBALL. DO NOT ADD ORGANIC MATTER TO THE SOIL BENEATH THE ROOTBALL.
 7. USE RUBBER CINCH TIES ONLY - 4 PER TREE
 8. LODGE POLE PINE TREE STAKES
 9. INSTALL STAKES BEYOND ROOTBALL
 10. PLASTIC TREE GUARD TO PROTECT TREE FROM WEED-EATER. USE IN TURF AREAS ONLY.
 11. FERTILIZER. SEE PLANTING NOTES THIS SHEET.
 12. INSTALL 'DEEP ROOT' ROOT BARRIER AROUND ALL TREES IN PARKING LOT PLANTERS, TREE WELLS, AND PLANTED WITHIN 5' OF CURBS AND SIDEWALKS.

TREE PLANTING

NOT TO SCALE

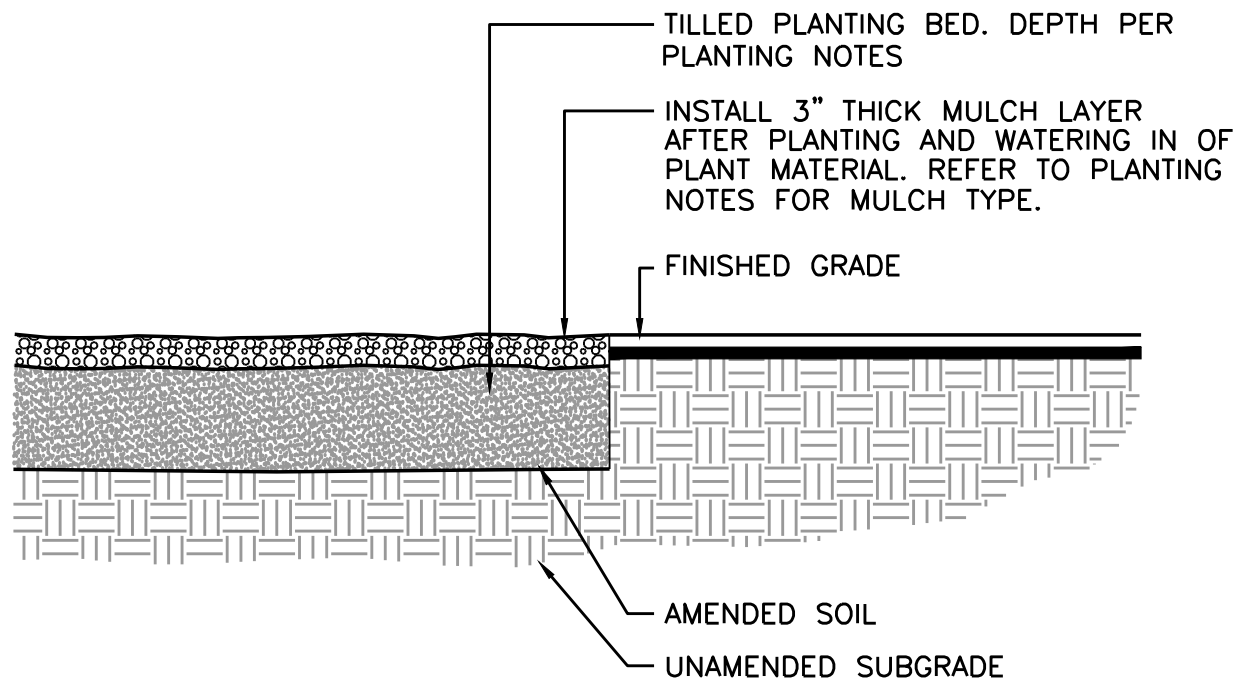
B



ROOT BARRIER

NOT TO SCALE

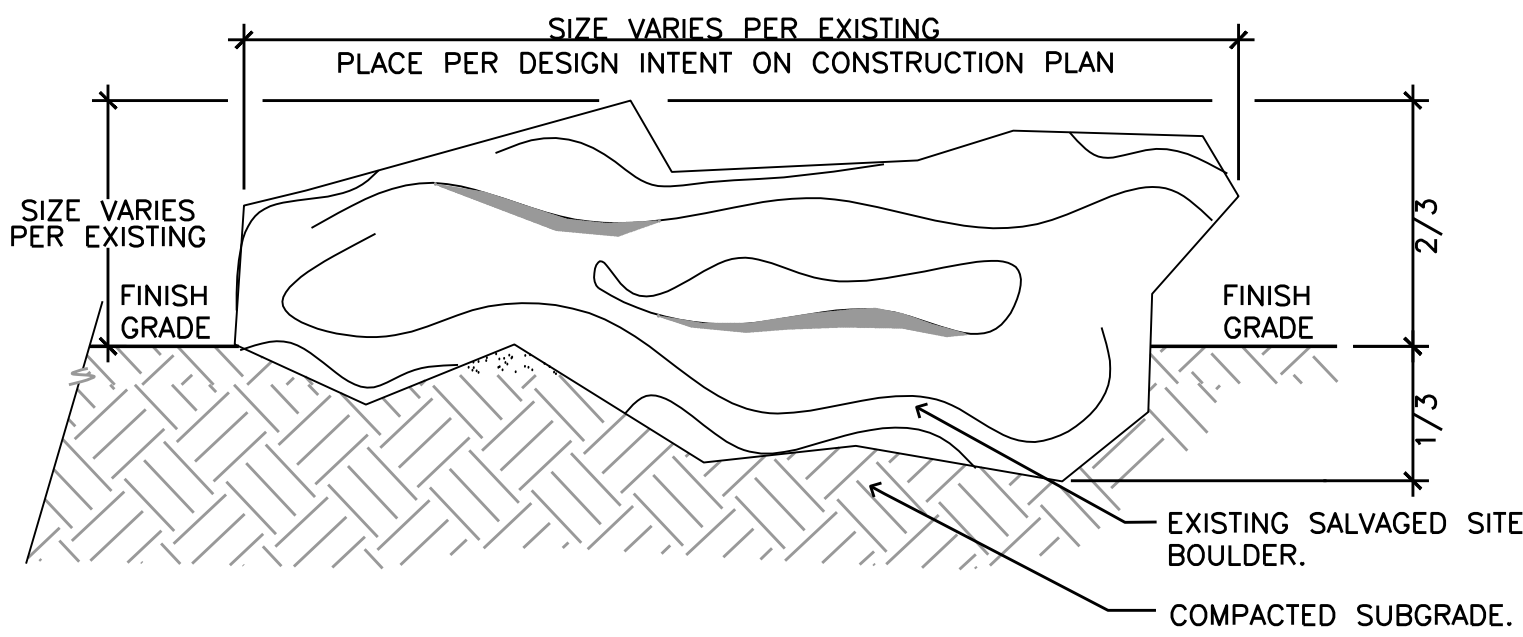
C



MULCH

NOT TO SCALE

D



BOULDER INSTALLATION

NOT TO SCALE

E



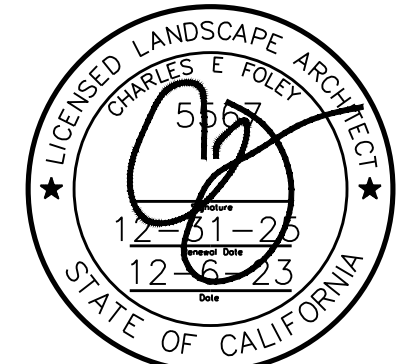
SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



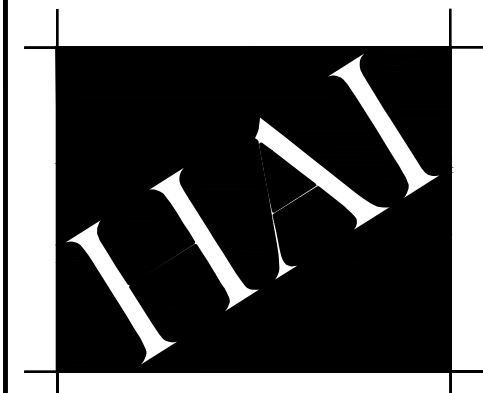
Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:

PLANTING
DETAILS

Sheet 17
PD-1
of 23

ELECTRICAL SYMBOL LIST		ELECTRICAL SYMBOL LIST		STANDARD ABBREVIATIONS	
1. ALL SYMBOLS ARE NOT NECESSARILY USED IN THIS PROJECT.		BOXES SHALL BE RECESSED WITH COVER PLATE TO SUIT THE INTENDED APPLICATION.			
2. IT IS THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS TO ESTABLISH A STANDARD OF QUALITY. THE ENGINEER RESERVES THE RIGHT TO ALLOW OTHER METHODS AND MATERIALS NOT REFLECTED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE TO REQUEST THE ENGINEER WAIVE THE STANDARDS TO ALLOW ALTERNATE MEANS AND METHODS PRIOR TO BEGINNING THE PROJECT. CONTRACT DOCUMENT REVISIONS TO ACCOMMODATE INSTALLED CONDITIONS, WITHOUT PRIOR APPROVAL, WILL RESULT IN ADDITIONAL DESIGN CHARGES TO THE CONTRACTOR.		24. REFER TO THE ARCHITECTURAL REFLECTED CEILING PLAN(S) FOR EXACT LOCATION OF CEILING MOUNTED LIGHTING FIXTURES. ARCHITECTURAL DRAWINGS SHALL GOVERN IN CASE OF CONFLICT WITH THESE DRAWINGS.			
3. ELECTRICAL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH THE NECA INSTALLATION STANDARDS TO THE SATISFACTION OF THE ARCHITECT AND ENGINEER.		25. PRIOR TO INSTALLATION, CONTRACTOR SHALL REVIEW THE COMPLETE SET OF CONSTRUCTION DOCUMENTS FOR CONFLICTS WITH OTHER TRADES. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WORK WITH OTHER TRADES TO AVOID CONFLICT DURING INSTALLATION. CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS IN EQUIPMENT LOCATION AND ROUTING AS NECESSARY.			
4. WORK, MATERIALS AND EQUIPMENT SHALL CONFORM TO THE CURRENTLY ACCEPTED EDITION OF APPLICABLE NATIONAL, STATE AND CITY CODES AND ORDINANCES.		26. CONTRACTOR SHALL BE RESPONSIBLE TO PROPERLY CUT AND PATCH EXISTING CONSTRUCTION AS REQUIRED TO INSTALL NEW ELECTRICAL WORK PATCHING SHALL BE OF THE SAME MATERIALS, WORKMANSHIP AND FINISH AS THE EXISTING WORK AND SHALL ACCURATELY MATCH SURROUNDING WORK TO THE SATISFACTION OF THE ARCHITECT.			
5. ELECTRICAL SYSTEM COMPONENTS SHALL BE LISTED OR LABELED BY UL OR OTHER RECOGNIZED TESTING FACILITY AS ALLOWED BY AUTHORITY HAVING JURISDICTION.		27. ELECTRICAL EQUIPMENT SHALL HAVE SUFFICIENT GUTTER SPACE AND LUGS TO ACCOMMODATE QUANTITY AND SIZE OF CONDUCTORS REQUIRED. CONTRACTORS SHALL PROVIDE EQUIPMENT WITH OVERSIZED ENCLOSURES WHERE REQUIRED.			
6. WHERE AN APPARENT DISCREPANCY EXISTS BETWEEN THE REQUIREMENTS OF THE GENERAL NOTES AND INFORMATION PORTRAYED IN THE ELECTRICAL DRAWINGS, THE CONTRACTOR SHALL INCLUDE IN HIS BID THE COST OF THE GREATER QUALITY OR QUANTITY.		28. NEW PANELBOARDS AND SWITCHBOARDS SHALL BE OF THE SAME MANUFACTURER AND HAVE LOCKING DOORS AND BE KEYED THE SAME U.N.O.			
7. CONTRACTOR SHALL VISIT JOB SITE PRIOR TO BID AND VERIFY EXISTING CONDITIONS. CONTRACTOR SHALL INCLUDE IN BASE BID COSTS REQUIRED FOR PERMITS AND INSPECTIONS.		29. PROVIDE TYPE WRITTEN UPDATED PANEL DIRECTORY TO BE MOUNTED ON INSIDE OF PANEL DOOR COVERS. DIRECTORY SHALL REFLECT ADDITIONS OR MODIFICATIONS TO EXISTING PANELS AND SHALL REFLECT ACTUAL "AS-BUILT" CONDITIONS.			
8. CONTRACTOR SHALL VERIFY, WITH OWNER'S REPRESENTATIVE PRIOR TO SUBMITTING BID, ALLOWABLE WORKING HOURS, EMPLOYEE PARKING AREAS, MATERIAL DELIVERY, STORAGE REQUIREMENTS, DEMOLITION AND REMOVAL OF CONSTRUCTION DEBRIS, AS WELL AS DAILY CLEAN UP REQUIREMENTS. INCLUDE COSTS IN BID FOR DUST BARRIERS, DUMPSTERS ETC. AS REQUIRED FOR THE DURATION OF THE PROJECT. PERFORM WORK AS DIRECTED BY OWNER'S REPRESENTATIVE AND ARCHITECT.		30. VERIFY DEVICE COLOR AND MOUNTING ORIENTATION (VERTICAL OR HORIZONTAL) WITH ARCHITECTURAL AND INTERIOR DESIGN DRAWINGS PRIOR TO ORDERING ANY EQUIPMENT AND PROVIDE DEVICES AS REQUIRED, UNLESS NOTED OTHERWISE, DEVICES AND DEVICE PLATES SHALL BE WHITE IN COLOR.			
9. ELECTRICAL SYSTEMS SHALL BE TESTED FOR PROPER OPERATION. IF TESTS SHOW THAT WORK IS DEFECTIVE, CONTRACTOR SHALL MAKE NECESSARY CORRECTIONS.		31. WHERE MOTORS ARE INSTALLED IN SUSPENDED CEILINGS, CONTRACTOR SHALL PROVIDE DISCONNECT SWITCH IN SUSPENDED CEILING WITHIN REACH FROM ACCESS POINT.			
10. CONTRACTOR SHALL GUARANTEE WORK AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP WHICH MAY OCCUR UNDER NORMAL USE FOR A PERIOD OF ONE YEAR AFTER OWNERS ACCEPTANCE. DEFECTS SHALL BE PROMPTLY CORRECTED BY CONTRACTOR WITHOUT ADDITIONAL CHARGE TO OWNER.		32. SIZING OF MOTOR-RELATED ELECTRICAL COMPONENTS, INCLUDING FEEDER AND/ OR BRANCH CIRCUITS (WIRE AND CONDUIT) AND OVERCURRENT PROTECTION (BREAKER AND/ OR FUSES) IS BASED ON RATINGS INDICATED IN THE CONTRACT DOCUMENTS AS WELL AS NEC APPROXIMATED LOADS FOR A GIVEN MOTOR HORSEPOWER, VOLTAGE AND PHASE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ACTUAL MOTOR AND APPLIANCE RATING AND LOADS. CONTRACTOR TO PROVIDE CORRECTLY SIZED MOTOR OVERLOAD ELECTRICAL COMPONENTS BASED ON NAMEPLATE RATING. REFLECT CHANGES IN THE AS-BUILT DRAWINGS.			
11. PROVIDE AS-BUILT DRAWINGS TO ARCHITECT. DRAWINGS SHALL INCLUDE ACCURATE CONDUIT AND DEVICE LOCATIONS DIMENSIONED FROM PERMANENT LANDMARKS SUCH AS BUILDING WALLS.		33. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ARCHITECT FOR REVIEW OF THE FOLLOWING EQUIPMENT:			
12. DO NOT SCALE ELECTRICAL DRAWINGS. VERIFY EXACT LOCATION OF ALL DEVICES, JUNCTION BOXES, LIGHTING FIXTURES, WITH ARCHITECTURAL AND INTERIOR DESIGN DRAWINGS PRIOR TO INSTALLATION. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF MECHANICAL EQUIPMENT AND OTHER EQUIPMENT REQUIRING ELECTRICAL CONNECTION PRIOR TO ROUGH-IN. EVERY OUTLET HEIGHT SHALL BE VERIFIED ON EACH WALL WITH THE INTERIOR PLANNING AND DESIGN DRAWINGS. COORDINATE WITH CABINET SHOP DRAWINGS TO ENSURE PROPER HEIGHT AND LOCATION WITH RESPECT TO MILLWORK, EQUIPMENT.		a. ELECTRICAL SWITCHGEAR: SWITCHBOARDS, WITH PANELS, MOTOR CONTROL CENTERS AND SAFETY DEVICES.			
13. THESE DRAWINGS INDICATE THE FINISHED REQUIREMENTS FOR THE ELECTRICAL SYSTEMS, EQUIPMENT, LIGHTING FIXTURES, OUTLETS AND DEVICES. DUE TO STRUCTURAL CONDITIONS, MECHANICAL DUCT, PIPING CONFLICTS, OR OTHER LEGITIMATE REASONS, THE CONTRACTOR MAY DESIRE TO INSTALL THE WORK INDICATED IN A MANNER DIFFERENT FROM THAT SHOWN. SUCH CHANGES SHALL BE PRESENTED TO THE OWNERS REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING. UPON APPROVAL, THE WORK SHALL BE PERFORMED AND THE AS-BUILT DRAWINGS SHALL BE REVISED TO ACCURATELY REFLECT THE WORK AS ACTUALLY INSTALLED.		b. OVERCURRENT DEVICES: CIRCUIT BREAKERS AND FUSES INCLUDING TIME/CURRENT TRIP CURVES.			
14. RACEWAY SYSTEMS ARE SHOWN DIAGRAMMATICALLY. ACTUAL LOCATION AND ROUTING SHALL BE DETERMINED BY CONTRACTOR TO SUIT FIELD CONDITIONS.		c. LIGHTING FIXTURES: INDOOR/OUTDOOR AS SPECIFIED, PHOTOMETRIC			
15. PROVIDE DEDICATED NEUTRAL FOR EACH NEW CIRCUIT. HOME RUN CONDUCTORS MAY BE COMBINED INTO ONE CONDUIT. NO RACEWAY OR CABLE SHALL CONTAIN MORE THAN NINE (9) CURRENT CARRYING CONDUCTORS. WHERE MULTIPLE CONDUCTORS IN EXCESS OF THREE (3) ARE INDICATED ON THESE DRAWINGS, THEY HAVE BEEN DERATED AS REQUIRED BY NEC ARTICLE 310 REQUIREMENTS.		d. PERFORMANCE DATA AND LAMPS.			
16. WHERE ALLOWED, MC CABLE MAY BE INSTALLED PER NEC ARTICLE 330. WHERE MULTIPLE CABLES ARE ROUTED ADJACENT TO EACH OTHER (BUNDLED), A MINIMUM SEPARATION OF ONE (1) CABLE DIAMETER (LARGEST) SHALL BE REQUIRED.		e. DEVICES: SWITCHES, RECEPTACLES, MOTOR CONTROLLERS AND DEVICE PLATES.			
17. PLASTIC CABLE TIES SHALL NOT BE USED AS A MEANS OF SUPPORT FOR MC CABLE. USE ONLY APPROVED CABLE SUPPORTS PER CABLE MANUFACTURER'S INSTALLATION REQUIREMENTS.		34. EQUIPMENT ELECTRICAL TERMINATIONS TO UNDERGO A TORQUE TEST. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR MANUFACTURER'S RECOMMENDED TORQUE DOCUMENTATION AND TOOLS TO PERFORM TORQUE TEST.			
18. RACEWAYS SHALL BE INSTALLED CONCEALED (IN CMU OR OTHER WALL) WHENEVER POSSIBLE. RACEWAYS INSTALLED EXPOSED SHALL BE ROUTED OUT OF PUBLIC VIEW AS MUCH AS POSSIBLE. RACEWAYS SHALL BE RUN PARALLEL WITH, OR AT RIGHT ANGLE TO WALLS.		35. UNDERGROUND SERVICE CONDUITS SHALL BE SEALED PER NEC ARTICLE 230-8.			
19. PROVIDE APPROVED EXPANSION FITTINGS WHERE RACEWAYS CROSS BUILDING EXPANSION JOINTS. PROVIDE BONDING JUMPER(S) SIZED PER CODE WHERE REQUIRED. PROVIDE FITTINGS REQUIRED FOR A COMPLETE INSTALLATION. REFER TO ARCHITECTURAL DRAWINGS FOR EXPANSION JOINT LOCATION(S).		36. FLOOR MOUNTED ELECTRICAL EQUIPMENT SHALL BE MOUNTED ON A 4" HIGH CONCRETE PAD.			
20. MINIMUM RACEWAY SIZE SHALL BE 1/2". MINIMUM HOMERUN SIZE SHALL BE 3/4". MINIMUM CONDUCTOR SIZE SHALL BE #12 AWG U.N.O. TYPICAL. POWER RELATED CONDUITS SHALL HAVE A CODE SIZE GROUND WIRE INSTALLED IN EACH RUN.		37. INSTALL TRANSFORMER FOLLOWING MANUFACTURER'S RECOMMENDATIONS FOR VENTILATION CLEARANCES.			
21. CONTRACTOR SHALL PROVIDE PULL CORDS IN ALL EMPTY CONDUITS. WHERE MORE THAN ONE CONDUIT TERMINATES IN A JUNCTION BOX, THE CONTRACTOR SHALL IDENTIFY EACH CONDUIT AND JUNCTION BOX IN A MANNER ALLOWING IDENTIFICATION AFTER WALL FINISHES HAVE BEEN APPLIED.		38. COORDINATE ELECTRICAL REQUIREMENTS FOR PLUMBING AND MECHANICAL EQUIPMENT WITH FINAL CONTRACTOR SELECTION. THE CONTRACTOR SHALL SIZE DISCONNECTS BASED UPON CIRCUIT BREAKER RATINGS AND PROVIDE FUSING AS REQUIRED PER EQUIPMENT MANUFACTURER RECOMMENDATIONS AND U.L. LISTING REQUIREMENTS.			
22. CONTRACTOR SHALL PROVIDE RACEWAY SYSTEMS INDICATED ON THE DRAWING PER NEC REQUIREMENTS AND GENERAL NOTES. ANY DEVIATION FROM THE WIRING METHODS INDICATED SHALL BE ALLOWED ONLY BY SPECIFIC WRITTEN APPROVAL FROM EITHER THE ARCHITECT, ENGINEER OR OWNER. CONTRACTOR'S BID SHALL INCLUDE COSTS FOR RACEWAY SYSTEMS AS SPECIFIED UNLESS SPECIFIC WRITTEN APPROVAL FOR AN ALTERNATIVE WIRING METHOD IS OBTAINED FROM EITHER THE ARCHITECT, ENGINEER OR OWNER AND IS SUBMITTED AS PART OF CONTRACTOR'S FORMAL BID PROPOSAL.		39. PROVIDE 10 AWG CONDUCTORS FOR 20 AMPERE, 120V BRANCH CIRCUITS LONGER THAN 75' AND 8 AWG CONDUCTORS FOR 20 AMPERE, 120V BRANCH CIRCUITS LONGER THAN 120'. PROVIDE 10 AWG CONDUCTORS FOR 20 AMPERE, 277V BRANCH CIRCUITS LONGER THAN 200'.			
23. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECT SIZE AND INSTALLATION OF OUTLET, PULL AND JUNCTION BOXES IN ACCORDANCE WITH NEC 314-16. BOXES SHALL BE MINIMUM 4" SQUARE BY 1-1/2" DEEP OR AS INDICATED ON THE DRAWINGS.		40. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED, LISTED, OR CERTIFIED BY A NATIONALLY RECOGNIZED TESTING LABORATORY ACCREDITED BY THE UNITED STATES OCCUPATIONAL SAFETY HEALTH ADMINISTRATION.			
		41. ALL NEW CIRCUIT BREAKERS INSTALLED IN PANELS SHALL MATCH THE HIGHEST EXISTING AIC RATED CIRCUIT BREAKER WITHIN THAT BOARD. INSPECTOR TO VERIFY HIGHEST AIC RATING AT THE SITE."			



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#1710

Project: 2267

**STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720**



Date: 12-6-23
Design:
Job No: 2267

Description:

ELECTRICAL
GENERAL NOTES,
ABBREVIATIONS,
SYMBOLS AND
SHEET INDEX

Sheet
E-001
of

100% CD SET

ELECTRICAL SPECIFICATIONS

A. MATERIALS

1. MATERIALS SHALL BE NEW AND OF QUALITY AS SPECIFIED ON THE PLANS OR SPECIFICATIONS AND MUST CARRY THE UNDERWRITER'S LABORATORIES APPROVAL COVERING THE PURPOSE FOR WHICH THEY ARE USED, IN ADDITION TO MEETING REQUIREMENTS OF THE CURRENT APPLICABLE CODES AND REGULATIONS.

B. CONDUIT

1. ALL WIRING SHALL BE INSTALLED IN LISTED METALLIC CONDUIT EXCEPT AS PERMITTED BELOW. RGS, WITH A 20 MIL PVC COATING WILL BE USED WHEN IN CONTACT WITH EARTH. IMC MAY BE USED IN INDOOR LOCATIONS NOT IN CONTACT WITH THE EARTH. EMT MAY BE USED IN INDOOR LOCATIONS NOT IN CONTACT WITH EARTH, NOT IN CONCRETE SLABS OR WALLS AND NOT SUBJECT TO DAMAGE. PVC MAY BE USED IN OR BELOW CONCRETE AND DIRECT BURIED IN EARTH. FLEXIBLE STEEL CONDUIT SHALL BE USED FOR INDOOR FINAL CONNECTIONS TO EQUIPMENT IN LENGTHS NOT TO EXCEED 72". LIQUID-TIGHT FLEXIBLE STEEL CONDUIT SHALL BE FOR OUTDOOR FINAL CONNECTIONS TO EQUIPMENT NOT TO EXCEED 36".
2. WHERE CONDUIT ENTERS OUTLET BOXES, FIXTURES OR CABINETS, FIRMLY FASTEN WITH STEEL SET SCREW, COMPRESSION CONNECTORS, OR DOUBLE LOCKNUTS FOR GRC. CONNECTIONS SHALL HAVE BUSHINGS OR INSULATED THROAT CONNECTORS, FIRMLY FASTEN CONDUIT TO THE BUILDING CONSTRUCTION. RUN EXPOSED CONDUIT PARALLEL TO THE BUILDING LINES, SUPPORTED BY APPROPRIATE HANGERS (UNISTRUT, T & B OR APPLETON, OR EQUAL).
3. COVER METALLIC CONDUIT IN CONTACT WITH EARTH WITH POLYETHYLENE TAPED SPIRAL WRAPPED, 1/2 LAPPED TO PROVIDE 20 MIL. THICKNESS. TAPE SHALL BE SCOTCH NO. 50 TAPE. CONDUIT AND DUCTS NOT UNDER BUILDINGS AND FEEDER DUCTS SHALL BE INSTALLED PER N.E.C. 300-5. MAKE JOINTS WITH COMPOUND TO BE WATERTIGHT.
4. FITTINGS AND CONDUIT BODIES SHALL BE STEEL. NO DIECAST FITTINGS.
5. CONDUIT SIZES SHALL BE AS REQUIRED BY CODE AND AS INDICATED OR SPECIFIED.
6. EMPTY CONDUIT SYSTEMS SHALL HAVE A NYLON PULL STRING TO FACILITATE INSTALLATION OF FUTURE WIRE.
7. SCHEDULE 40 PVC CONDUIT SHALL BE PERMITTED UNDERGROUND WITH PROPER FITTINGS, UL APPROVED AND CEMENTED JOINTS. PENETRATIONS THROUGH FLOOR SLABS AND BENDS GREATER THAN 22" SHALL BE WRAPPED RIGID GALVANIZED STEEL ELBOWS.
8. CONDUITS AND OUTLETS SHALL BE CONCEALED WITH THE BUILDING STRUCTURE, EXCEPT THAT CERTAIN MOTOR AND LIGHTING FEEDER CONDUITS MAY BE RUN EXPOSED IN CERTAIN AREAS AS INDICATED ON THE DRAWINGS. CONDUIT SHOWN TO BE INSTALLED IN CABINETS, COUNTERS, AND CASEWORK SHALL BE RUN AS DIRECTED BY THE ARCHITECT.
9. CONDUIT SYSTEMS SHALL HAVE A CODE SIZED COPPER GROUND CONDUCTOR INCREASE CONDUIT SIZE AS REQUIRED.
10. CONDUIT PENETRATION THROUGH ROOF SHALL HAVE ROOF FLASHING WITH CAULK TYPE COUNTER FLASHING SLEEVE. INSTALLATION SHALL BE WATERTIGHT.
11. CONDUITS SHALL BE ROUTED SURFACE ON THE STRUCTURE, PARALLEL AND PERPENDICULAR TO THE STRUCTURE.

C. OUTLET, PULL, AND JUNCTION BOXES

1. EACH SWITCH, LIGHT, RECEPTACLE OR OTHER OUTLET SHALL BE PROVIDED WITH A CODE GAUGE, GALVANIZED STEEL OUTLET BOX. JUNCTION AND PULL BOXES SHALL BE CODE GAUGE, GALVANIZED STEEL. OUTLET BOXES SHALL BE OF THE ONE PIECE, KNOCKOUT TYPE, IN GENERAL 4" SQUARE WITH PLASTER RING. PLASTER RINGS SHALL BE SET TO PROVIDE NOT MORE THAN 1/8" FROM WALL SURFACE TO RING. IN NO CASE SHALL PLASTER RING PROJECT BEYOND SURFACE OF WALL. SINGLE GANO RINGS SIMILAR TO STEEL CITY 52050 SHALL BE USED FOR 4" BOXES IN UNFINISHED BRICK NUMBER 180 BOXES MAY BE USED FOR UNFINISHED MASONRY FLUSH WALL OUTLETS. CENTER OUTLET BOXES IN BLOCK COURSE.
2. BOXES INSTALLED IN POURED CEMENT FLOORS SHALL BE FLUSH TYPE CAST IRON OR STEEL WITH WATERTIGHT GASKETED COVERS. WHERE BOXES ARE INSTALLED IN FLOORS WITH TILE OR CARPET FLOOR COVERING, COVERS SHALL BE OF THE RECESSED TYPE TO ACCOMMODATE THE FLOOR COVERING.
3. BOXES INSTALLED FOR THE ALARM, COMPUTER, AND SECURITY SYSTEM SHALL BE PROVIDED WITH APPROPRIATE COVER PLATES.
4. BOXES FOR TELEPHONE, COMPUTER, T.V., FIRE ALARM, SECURITY, AND SIMILAR SYSTEMS SHALL BE MINIMUM 4" SQUARE AND 2-1/8" DEEP.

D. PANEL BOARDS

1. CIRCUIT BREAKER TYPE AS INDICATED ON DRAWINGS. UNLESS INDICATED OTHERWISE, PANELS SHALL HAVE PANEL BOARD TYPE CONSTRUCTION WITH BOLT-ON CIRCUIT BREAKERS FOR 320 PANELS. MANUFACTURERS SHALL BE GENERAL ELECTRIC, SQUARE D, SIEMENS, CUTLER-HAMMER OR EQUAL WITH VOLTAGE, SIZES, AND RATINGS AS INDICATED ON DRAWINGS.
2. THE CIRCUIT BREAKERS SHALL BE OPERABLE IN ANY POSITION AND BE REMOVABLE FROM THE FRONT OF THE PANEL BOARD WITHOUT DISTURBING THE ADJACENT UNITS. BRANCH BREAKERS SHALL BE OF SUCH DESIGN THAT COMBINATION OF SINGLE-POLE, DOUBLE-POLE, AND THREE-POLE BREAKERS CAN BE ASSEMBLED ON THE SAME PANEL. EACH BRANCH CIRCUIT SHALL BE CLEARLY NUMBERED. BRANCH AND MAIN TERMINALS SHALL BE OF THE SOLDERLESS TYPE. HANDLE TIES TO FORM MULTI-POLE BREAKERS NOT ACCEPTABLE.
3. WIRE TERMINATION FOR PANEL BOARDS AND CIRCUIT BREAKERS SHALL BE LISTED AS SUITABLE FOR 75 DEGREES C.
4. PROVIDE A TYPEWRITTEN CIRCUIT INDEX BEHIND CLEAR PLASTIC COVER ON INSIDE OF DOOR. INFORMATION SHALL INCLUDE ROOM AND TYPE LOAD SERVED. CIRCUIT BREAKERS SHALL BE IDENTIFIED, INCLUDING SPARES. INDEX CARD FRAME SHALL BE METAL, SECURED TO DOOR.
5. WHERE PANEL BOARDS ARE INSTALLED FLUSH WITH THE WALLS, EXTEND EMPTY CONDUITS FORM THE PANEL BOARD TO AN ACCESSIBLE SPACE ABOVE OR BELOW. PROVIDE 3/4" (MINIMUM SIZE) CONDUIT FOR EVERY THREE SINGLE SPARE CIRCUIT BREAKERS OR SPACE OR EQUIVALENT MULTI-POLE ARRANGEMENT, OR FRACTION THEREOF, BUT NOT LESS THAN TWO CONDUITS FOR EACH PANEL.
6. PANEL BOARDS TO BE PROVIDED WITH COPPER BUSSING ONLY.
7. LOAD CENTERS SHALL NOT BE ALLOWED UNLESS NOTED OTHERWISE.
8. NEW PANELBOARDS SHALL COMPLY WITH NEC ARTICLE 110.16. EQUIPMENT MANUFACTURERS SHALL PROVIDE WARNING LABELS FOR PANELBOARDS, GENERATORS, AUTOMATIC TRANSFER SWITCHES TO WARN QUALIFIED PERSONS OF POTENTIAL ELECTRIC ARC FLASH HAZARDS. THE MARKING SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS BEFORE EXAMINATION, ADJUSTMENT, SERVICE, OR MAINTENANCE OF THE EQUIPMENT.

E. WIRE

1. CONDUCTOR SIZES SHOWN ON THE DRAWINGS ARE BASED ON COPPER WIRE. UNLESS OTHERWISE SPECIFIED, WIRE SHALL BE TYPE XHHW FOR FEEDERS OR BRANCH CIRCUITS LARGER THAN 4 AWG, TYPE THHN/THWN INSULATION FOR FEEDERS AND BRANCH CIRCUITS 4 AWG AND SMALLER. BRANCH CIRCUIT WIRING SHALL BE COPPER. SERVICE AND PANEL FEEDERS #1/0 AND LARGER MAY BE ALUMINUM, PROVIDED THE CONDUCTOR SIZES ARE INCREASED FOR EQUAL OR GREATER AMPACITY AND EQUAL OR LESS EQUIVALENT VOLTAGE DROP INCREASE CONDUIT SIZE AS REQUIRED. THE WIRE SHALL BE MARKED WITH COLOR TO SIMPLIFY CIRCUIT IDENTIFICATION. UNLESS OTHERWISE REQUIRED BY LOCAL ORDINANCES GROUND WIRES SHALL BE GREEN, NEUTRAL WIRES SHALL BE 120V- WHITE, 277V- GRAY, AND LIVE WIRES 208Y/120V AND 120/240 SHALL BE BLACK (PHASE A), RED (PHASE B), AND BLUE (PHASE C). FOR 480Y/277V CIRCUITS, THE COLOR CODE SHALL BE BROWN (PHASE A), ORANGE (PHASE B), AND YELLOW (PHASE C). THE WIRE SHALL BE 12 AWG UNLESS OTHERWISE INDICATED. CIRCUIT SHALL BE LABELED IN EACH J-BOX.

2. WHERE ALUMINUM WIRE IS USED, ALUMINUM CONDUCTOR MATERIAL SHALL COMPLY WITH N.E.C. 310-14 AND CONNECTIONS AND TERMINATIONS SHALL BE MACHINE COMPRESSION TYPE EQUAL TO BURNDY "HI PLUG" OR "MACADAPT", NO EXCEPTIONS.
3. NO WIRE SHALL BE INSTALLED IN THE CONDUIT SYSTEM UNTIL THE CONDUIT SYSTEM IS COMPLETE. USE MINERALAC NO. 100 OR EQUIVALENT AS A LUBRICANT TO FACILITATE THE INSTALLATION OF THE CONDUCTORS IN THE CONDUIT SYSTEM.
4. SPLICES IN EXTERIOR PULL BOXES AND MANHOLES SHALL BE WEATHERPROOF USING "SCOTCHCAST" SPLICE KIT OR APPROVED EQUAL. SEAL ENDS OF CONDUITS AND DUCTS WITH "DUCTSEAL" OR APPROVED EQUAL.
5. PROVIDE SOLID CONDUCTOR FOR 12 AWG AND SMALLER.

F. WIRING DEVICES

1. WALL SWITCHES SHALL BE SPECIFICATION GRADE AC SILENT TYPE SWITCHES, 20A, 120/277 VOLT.
2. RECEPTACLES SHALL BE SPECIFICATION GRADE, DUPLEX TYPE, NEMA 5-20R, 20 AMPERE, 120 VOLT GROUNDED TYPE. SPECIAL APPLICATION RECEPTACLES SHALL BE INDICATED ON PLANS. MOUNT WITH THE GROUND DOWN.
3. DEVICE PLATES SHALL BE EQUAL TO SIERRA SMOOTH-LINE PLASTIC WALL PLATES. COLOR SHALL BE WHITE, UNLESS OTHERWISE NOTED.
4. RECEPTACLES IN OUTDOOR AND WET LOCATIONS SHALL BE INSTALLED WITH A HINGED OUTLET COVER/ENCLOSURE CLEARLY MARKED AND U.L. LISTED SUITABLE FOR WET LOCATIONS WHILE IN USE, EQUAL TO TAYMAC SPECIFICATION GRADE.

G. LIGHTING FIXTURES

1. PROVIDE ALL LIGHTING FIXTURES, WIRED AND CONNECTED. THE DRAWINGS INDICATE THE FIXTURES FOR EACH LOCATION. PROVIDE LAMPS FOR FIXTURES. THE LAMPS SHALL BE BY THE SAME MANUFACTURER, VERIFY CEILING CONSTRUCTION BEFORE ORDERING RECESSED UNITS. PROVIDE PLASTER FRAMES AND HANGERS AS REQUIRED. CEILING CONSTRUCTION, ARCHITECTURAL ACCESSORIES, VOLTAGE, AND BALLASTS TO MEET THE EXISTING CONDITION.

H. SYSTEM GROUNDING

1. GROUNDING SHALL COMPLY WITH REQUIREMENTS OF ARTICLE 250. EXPOSED NONCURRENT CARRYING METALLIC PARTS OF ELECTRICAL EQUIPMENT, METALLIC RACEWAY SYSTEMS, METALLIC CABLE ARMOR, GROUNDING CONDUCTOR OF NONMETALLIC SHEATHED CABLES, GROUNDING CONDUCTOR IN NONMETALLIC RACEWAYS, AND GROUNDED CONDUCTORS OF THE WIRING SYSTEM SHALL BE GROUNDED.
2. GROUNDING CONDUCTOR (NEUTRAL) OF THE WIRING SYSTEM SHALL BE CONNECTED TO THE SYSTEM GROUNDING CONDUCTOR AT A SINGLE PLACE IN EACH SYSTEM BY REMOVABLE BONDING JUMPEERS, SIZED ACCORDING TO THE APPLICABLE PROVISIONS OF THE NATIONAL ELECTRICAL CODE. THE GROUNDED CONDUCTOR (NEUTRAL) TO THE GROUNDING CONDUCTOR CONNECTION SHALL BE LOCATED IN THE ENCLOSURE FOR THE SYSTEM'S OVERCURRENT PROTECTION OR WHERE OTHERWISE INDICATED ON THE PLANS OR SPECIFICATIONS.
3. A GROUND BUS SEPARATE FROM THE NEUTRAL BUS SHALL BE PROVIDED IN ALL SWITCHBOARDS AND PANELBOARDS. GROUND BUS SHALL BE RETORQUED (CHECKED) PRIOR TO ENERGIZING EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS.
4. GROUND BUSES AND NEUTRAL BUSES IN DISTRIBUTION PANELS, SWITCHBOARDS, PANELBOARDS, AND THOSE PROVIDED IN ANY EQUIPMENT SHALL BE ISOLATED EXCEPT WHERE REQUIRED TO BE CONNECTED AS SPECIFIED ABOVE FOR THE SERVICE ENTRANCE AND IN TRANSFORMER TERMINAL COMPARTMENTS.
5. WHEN INDICATED ON THE DRAWINGS, EQUIPMENT GROUNDING CONDUCTORS SHALL BE EXTENDED FROM THE GROUND BUS IN THE DISTRIBUTION EQUIPMENT TO THE RECEPTACLE, FIXTURE OR DEVICE LUGS WHERE THEY ARE PROVIDED. WHERE LUGS ARE NOT PROVIDED, EQUIPMENT GROUNDING CONDUCTORS SHALL BE CONNECTED TO EQUIPMENT ENCLOSURES. THE CONNECTIONS SHALL BE ARRANGED SUCH THAT REMOVAL OF THE RECEPTACLE, EQUIPMENT GROUND CONDUCTORS, OR GROUND JUMPEERS FROM GROUND BUSING SHALL NOT AFFECT THE GROUND SYSTEM.
6. RACEWAYS MAY NOT BE USED AS A GROUNDING CONDUCTOR FOR POWER AND LIGHTING CIRCUITS. CONDUIT SHALL HAVE SEPARATE CODE SIZED GREEN GROUND WIRE INSTALLED IN THE CONDUIT TO INSURE A CONTINUOUS GROUNDING PATH.
7. IN INACCESSIBLE LOCATIONS, MAKE CONNECTIONS BY EXOTHERMIC WELD PROCESS.
8. IN ACCESSIBLE LOCATIONS, CONNECTIONS SHALL BE MADE WITH BOLTED THROUGH, APPROVED SOLDERLESS BRONZE GROUNDING DEVICES.
9. BOND TOGETHER METAL SIDING NOT ATTACHED TO GROUNDED STRUCTURE BOND TO GROUND.

I. LIGHTING CONTROL

12. FURNISH AND INSTALL TIME SWITCHES, PHOTOCELLS, CONTACTORS AND FULL LIGHTING CONTROL SYSTEMS AS REQUIRED FOR LIGHTING CONTROLS INDICATED ON THE DRAWINGS.
13. TIME SWITCHES SHALL BE EQUAL TO PARAGON, GENERAL ELECTRIC, TORK, OR INTERMATIC AND SHALL HAVE SIZE AND NUMBER OF POLES AS REQUIRED.
14. PHOTOCELLS SHALL BE EQUAL TO TORK OR INTERMATIC WITH VOLTAGE AS INDICATED.

J. GUARANTEE

1. GUARANTEE MATERIAL FURNISHED AND WORKMANSHIP PERFORMED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF WORK. ANY DEFECTS DEVELOPING WITHIN THIS PERIOD, TRACEABLE TO MATERIAL FURNISHED AS A PART OF THIS SECTION OR WORKMANSHIP PERFORMED HEREUNDER, SHALL BE MADE GOOD AT NO EXPENSE TO THE OWNER.

K. SHOP DRAWINGS AND APPROVALS

1. THE ITEMS SPECIFIED HEREIN AND ON DRAWINGS ARE USED AS A STANDARD OF QUALITY. ANY MATERIALS OF EQUAL QUALITY AND AESTHETIC VALUE WILL BE GIVEN CONSIDERATION AS A SUBSTITUTE FOR THE MATERIALS SPECIFIED. NO APPROVAL WILL BE GIVEN TO A SPECIFIC CATALOG NUMBER, MODEL, OR TYPE OF EQUIPMENT, PRIOR TO BIDDING. AFTER BIDDING, THE DECISION OF THE ARCHITECT AND/OR ENGINEER DETERMINING EQUAL MATERIALS WILL BE FINAL.
2. THE CONTRACTOR SHALL SUBMIT SEVEN (7) IDENTICAL BOUND SETS OF SHOP DRAWINGS ON THE FOLLOWING ITEMS:
- a. LIGHTING FIXTURE CUTS AND PERFORMANCE DATA.
- b. OUTLINE DRAWINGS AND DATA SHEETS OF EACH PANELBOARD AND SWITCHBOARD.
- c. OUTLINE DRAWINGS OF ALL SWITCHGEAR.
3. SUBMIT ITEMS AT ONE TIME IN A NEAT AND ORDERLY MANNER WITHIN 15 DAYS OF AWARD OF CONTRACT. PARTIAL SUBMITTALS WILL NOT BE ACCEPTABLE.

L. RECORD AND AS-BUILT DRAWINGS

1. THE ELECTRICAL CONTRACTOR SHALL MAINTAIN A SET OF DRAWINGS AT THE JOB SITE FOR THE EXCLUSIVE PURPOSE OF MAINTAINING A RECORD OF WORK INSTALLED AND TO SHOW ANY DEVIATIONS FROM THE WORK INDICATED ON THE DRAWINGS.
2. AT THE COMPLETION OF THE PROJECT, ONE SET OF REPRODUCIBLE DRAWINGS, SHOWING AS-BUILT CONDITIONS, SHALL BE DELIVERED TO THE OWNER FOR ACCEPTANCE PRIOR TO FINAL PAYMENT.



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

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

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

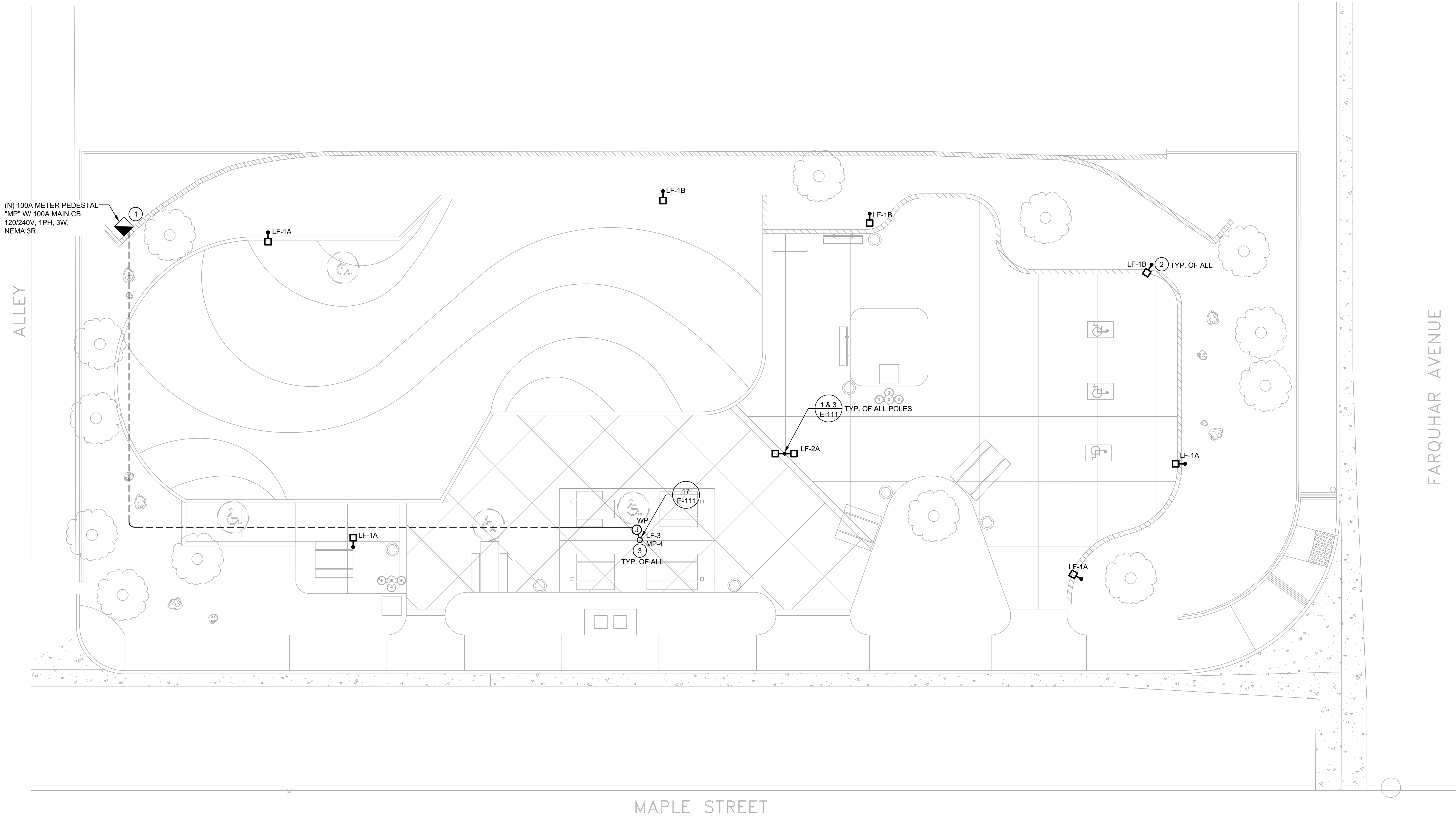


Date: 12-6-23
Design:
Job No: 2267

Description:
ELECTRICAL
SPECIFICATIONS

Sheet
E-002
of

100% CD SET



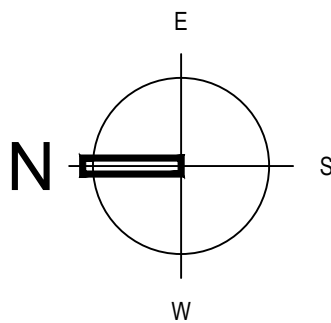
LIGHTING FIXTURE SCHEDULE				
TYPE	MANUFACTURER CATALOG #	FIXTURE WATTAGE	VOLTS	DESCRIPTION
LF-1A	CLEARWORLD SOLUTIONS RW280 POLE + GAMA-FLB40-L-T4M-40K OR APPROVED EQUAL	40W	24V DC	SOLAR POWER SINGLE HEAD LIGHT
LF-1B	CLEARWORLD SOLUTIONS RW280 POLE + GAMA-FLB40-L-T4M-40K-BACK LIGHT SHIELD OR APPROVED EQUAL	40W	24V DC	SOLAR POWER SINGLE HEAD LIGHT WITH BACK LIGHT SHIELD
LF-2A	CLEARWORLD SOLUTIONS RW280 POLE + GAMA-FLA30-L-T3M-40K OR APPROVED EQUAL	30W EACH HEAD	24V DC	SOLAR POWER DOUBLE HEAD LIGHT
LF-3	PEMCO LIGHTING DMR44QF1X45U4KLPZ OR APPROVED EQUAL	45W	UNV	LED SURFACE MOUNTED DOWN LIGHT
LIGHTING FIXTURE NOTES:				
1 CONTRACTOR SHALL PROVIDE ALL LAMPS, ACCESSORIES AND MOUNTING HARDWARE AS REQUIRED.				
2 PROVIDE LIGHT FIXTURES BY MANUFACTURER SPECIFIED OR APPROVED EQUAL. SUBSTITUTED FIXTURES WILL REQUIRE PHOTOMETRIC CALCULATIONS AND MUST PERFORM EQUAL TO OR BETTER THAN LIGHT FIXTURE SPECIFIED. ENGINEER TO MAKE FINAL DETERMINATION.				

GENERAL NOTES

1. WORK INCLUDED: LABOR, MATERIAL, APPLIANCES, TOOLS, EQUIPMENT, FACILITIES, TRANSPORTATION AND SERVICES NECESSARY AND INCIDENTAL TO PERFORMING OPERATIONS IN CONNECTION WITH THE DEMOLITION, DISPOSAL, TRANSPORTATION AND RECONNECTION OF EXISTING REMAINING EQUIPMENT/DEVICES. COMPLETE AS INDICATED IN THE CONTRACT DOCUMENTS AS SPECIFIED HEREIN.
2. THE FOLLOWING IS INTENDED TO COVER THE COMPLETE DEMOLITION, DISPOSAL, TRANSPORTATION AND RECONNECTION OF EXISTING ELECTRICAL EQUIPMENT. THE OMISSION OF EXPRESSED REFERENCE TO ANY ITEM OF LABOR OR MATERIAL FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH PRESENT PRACTICE OF THE TRADE SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING SUCH ADDITIONAL LABOR AND MATERIALS.
3. REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL DEMOLITION REQUIREMENTS WHICH AFFECT THE PROPER EXECUTION OF THIS WORK. DIAGRAMS AND SYMBOLS SHOWING ELECTRICAL CONNECTIONS ARE DIAGRAMMATIC ONLY. WIRING DIAGRAMS DO NOT NECESSARILY SHOW THE EXACT PHYSICAL ARRANGEMENT OF THE EQUIPMENT.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH FEATURES OF THE BUILDING AND SITE WHICH MAY AFFECT THE PROPER PERFORMANCE OF THIS WORK.
5. PORTIONS OF THESE PLANS HAVE BEEN DERIVED FROM INFORMATION TAKEN FROM ORIGINAL ELECTRICAL PLANS. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR THE REMOVAL AND DISPOSAL OF ELECTRICAL EQUIPMENT: LIGHTING FIXTURES, DEVICES, OUTLET BOXES, CONDUIT, WIRING AS DEFINED HEREIN AND AS INDICATED ELSEWHERE IN THE CONTRACT DOCUMENTS.
6. THE CONTRACTOR SHALL FIELD VERIFY EXISTING EQUIPMENT, DEVICES, AND/OR CIRCUITS THAT ARE REMAINING. CIRCUITS SHALL BE RECONNECTED TO NEW OR EXISTING POWER DISTRIBUTION EQUIPMENT AND FUNCTION IN THE MANNER THEY WERE ORIGINALLY DESIGNED. PROVIDE ADDITIONAL EQUIPMENT, DEVICES, OUTLET BOXES, CONDUIT, WIRING AS REQUIRED TO RESTORE CONTINUITY TO THESE CIRCUITS.
7. WHERE FIXTURES, EQUIPMENT, DEVICES ARE SPECIFIED BY THE CONTRACT DOCUMENTS FOR REMOVAL, THE CONTRACTOR SHALL REMOVE CIRCUIT CONDUCTORS/CABLING BACK TO THE NEAREST REMAINING JUNCTION BOX AND/OR POINT OF TERMINATION.
8. RELOCATION AND/OR REMOVAL OF EXISTING EQUIPMENT, DEVICES, OUTLET BOXES, CONDUIT, WIRING MAY AFFECT THE OPERATION OF EXISTING, REMAINING ELECTRICAL EQUIPMENT/DEVICES. THE CONTRACTOR SHALL PROVIDE ADDITIONAL MATERIALS AS REQUIRED TO MAINTAIN AND/OR RESTORE CONTINUITY OF SERVICE TO EXISTING, REMAINING ELECTRICAL/DEVICES.
9. PROVIDE NECESSARY DEMOLITION TO REMOVE EXISTING UNUSED RACEWAYS, CONDUCTORS, CABLING, OUTLET BOXES, RECEPTACLES, SWITCHES, EQUIPMENT.

KEY NOTES

- 1 CONTRACTOR TO REMOVE THE EXISTING METER PEDESTAL AND REPLACE WITH NEW. VERIFY THE EXISTING LOADS ON THE EXISTING PEDESTAL AND MOVE TO NEW METER PEDESTAL AS REQUIRED.
- 2 CONFIRM SOLAR LIGHT'S SEQUENCE OF OPERATION WITH THE CITY.
- 3 CONTRACTOR TO VERIFY EXACT LOCATION OF LIGHTING WITH OWNER PRIOR TO INSTALLATION.



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

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

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

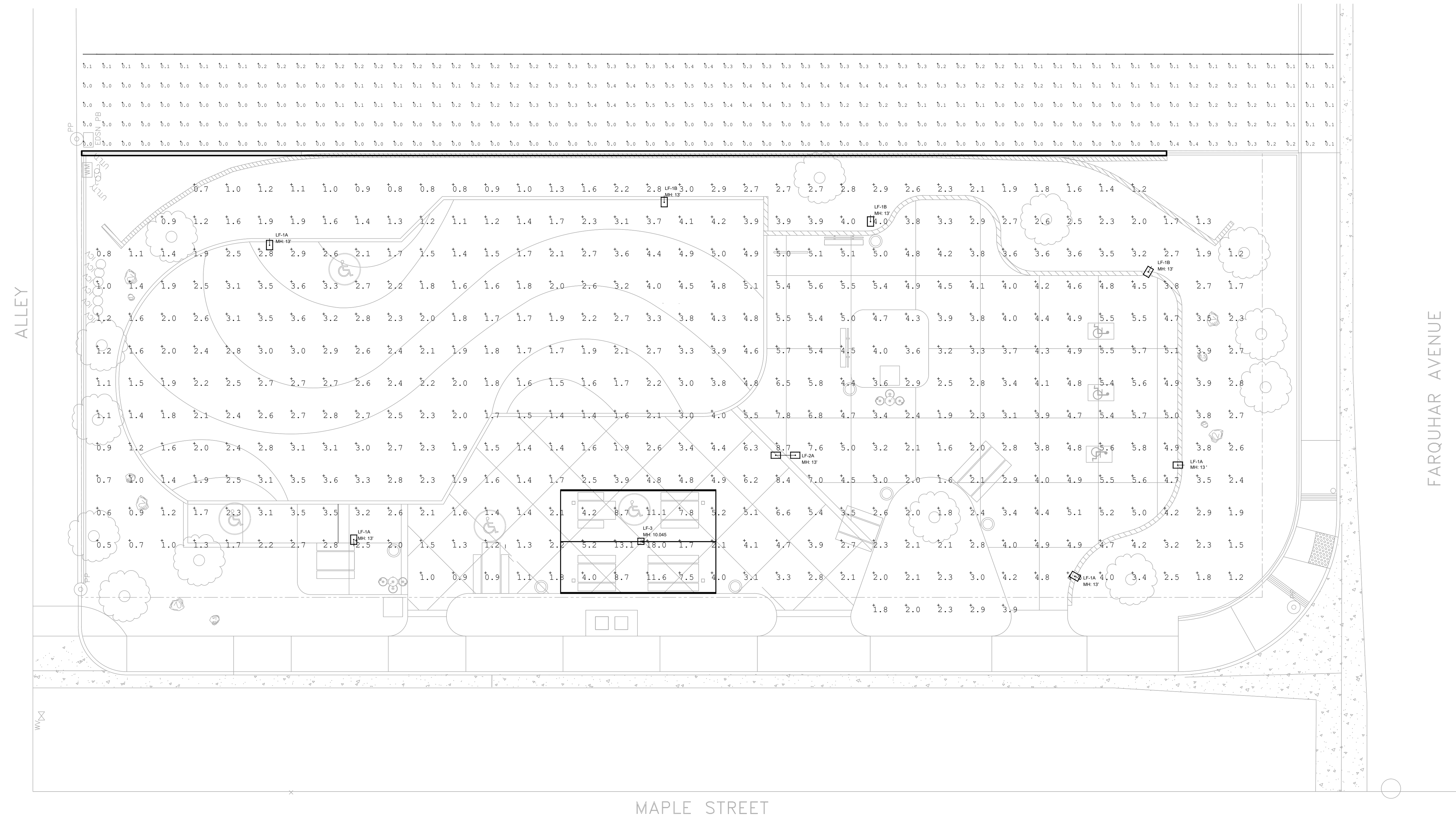


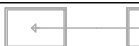
Date: 12-6-23
Design:
Job No: 2267

Description:
ELECTRICAL SITE
PLAN

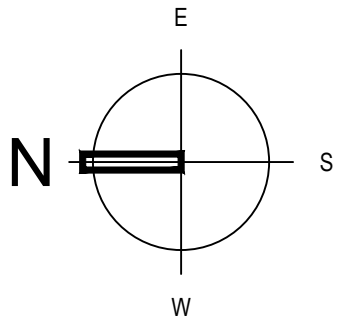
Sheet
E-011
of

100% CD SET



Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Description
	4	LF-1A	SINGLE	Clearworld RW260 T4 4K Gama 40w
	3	LF-1B	SINGLE	Clearworld RW260 T4 4K Gama 40w W/ BACK SHIELD
	1	LF-2A	BACK-BACK	Clearworld RW 280 T3 4K 30w
	1	LF-3	SINGLE	Pemco DMR44QF1X45U4KLP

Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min		
Area	Illuminance	Fc	3.13	18.0	0.5	6.26	36.00		
Spill	Illuminance	Fc	0.12	0.5	0.0	N.A.	N.A.		
Spill_2	Illuminance	Fc	0.17	0.9	0.0	N.A.	N.A.		



GENERAL NOTES

1. THIS LIGHTING PHOTOMETRIC STUDY PLAN IS BASED ON LIGHTING FIXTURE MANUFACTURER PROVIDED LIGHTING IES FILES AND LIGHTING SOFTWARE TO CALCULATE SHOWN LIGHT LEVELS. THE LIGHTING DATA SUBMITTED DOES NOT INCLUDE INTERFERENCE TO LIGHT CAUSED BY LANDSCAPING, TREES OR OTHER MINOR OBSTACLES. IDS GROUP, INC. IS NOT RESPONSIBLE FOR LIGHT OUTPUT OBSTRUCTIONS OR THE ACCURACY OF THE LIGHTING MANUFACTURER'S DATA OR THE LIGHTING SOFTWARE PROGRAM UTILIZED FOR THIS STUDY.
2. CALCULATED LIGHT LEVELS ARE BASED ON SPECIFIC SITE PLAN INFORMATION THAT HAS BEEN SUPPLIED TO IDS GROUP, INC. ANY DIFFERENCES IN LUMINAIRE INSTALLATION, LIGHTED AREA GEOMETRY AND OBSTRUCTIONS (TREES, BUILDINGS, WALLS OR OTHER VERTICAL OBJECTS) IN THE LIGHTED AREA WILL PRODUCE DIFFERENT RESULTS FROM THESE PREDICTED VALUES. NORMAL TOLERANCES OF VOLTAGE, LAMP OUTPUT, BALLAST AND LUMINAIRE MANUFACTURE WILL ALSO AFFECT RESULTS.

HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LAF1710

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design:
Job No: 2267

Description:
ELECTRICAL SITE
PLAN - PHOTOMETRY

Sheet
E-012
of

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 12A

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Appeal of the Planning Commission Denial of Site Development Permit (SDP) 23-01 Four-Unit Multiple-Family Residential Project

SUMMARY

Consideration of an appeal from Planning Commission denial of Site Development Permit (SDP) 23-01 to construct a 3,490 square-foot, three-story, four-unit building on a vacant parcel at 10912 Walnut Street (Applicant: Siraj Aboulhosn).

RECOMMENDATION

1. Open the Public Hearing; and,
2. Take testimony; and,
3. Make the CEQA finding that the project is subject to a Class 1 Categorical Exemption, pursuant to Section 15332, Class 32 (Infill development), and that a Notice of Exemption shall be prepared for the proposed project in accordance with the California Environmental Quality Act; and if appropriate; and,
4. Adopt Resolution No. 2024-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT (SDP) 23-01 TO PERMIT CONSTRUCTION OF A 3,490 SQUARE FOOT, THREE-STORY, FOUR-UNIT BUILDING PROJECT ON A VACANT PARCEL AT 10912 WALNUT STREET IN THE MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3), APN 242-202-06 (APPLICANT: SIRAJ ABOULHOSN)".

BACKGROUND

Applicant	Siraj Aboulhosn
Project Location	10912 Walnut St., Los Alamitos, CA 90720
Notice	The Public Notice was mailed out on January 3, 2024, to property owners and tenants within 500 feet. Additionally, notice of this hearing was published in the News Enterprise on Wednesday, January 3, 2024.

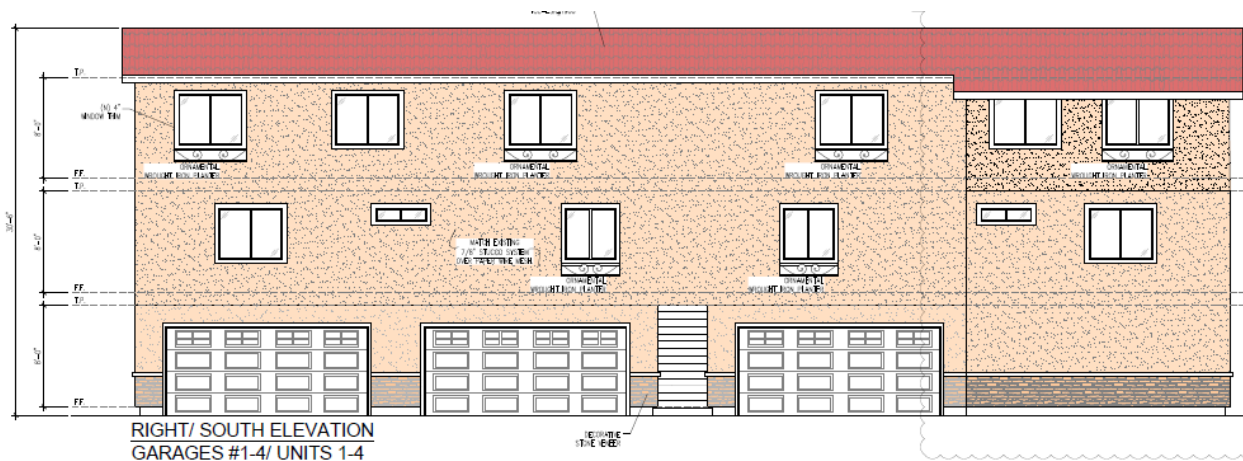
Environmental

If approved, a categorical exemption – Section 15332, Class 32 (in-fill development project) will be prepared for the proposed project in accordance with the California Environmental Quality Act (CEQA) Guidelines.

Jurisdiction and Approval Criteria:

Any decision of the Planning Commission may be appealed to the City Council. The appeal hearing shall be de novo and the City Council may approve, approve with conditions, or disapprove the matter. In the event new or different evidence is presented on appeal, the City Council may, but shall not be required to return the matter to the Planning Commission for further consideration. (LAMC §§ 17.44.050, 17.60.040, and 17.60.050)

Section 17.44.020(B)(4), of the Los Alamitos Municipal Code (LAMC) requires that a Site Development Permit - Major (SDP) for any multifamily residential development project, including duplex developments, with review limited to adherence of the project to the objective design criteria established in the Zoning Code and any applicable design guidelines.



Mr. Aboulhosn has appealed the Planning Commission denial of Site Development Permit (SDP) 23-01, an application to construct a 3,490 square-foot, three-story, four-unit building on a vacant parcel at 10912 Walnut Street (“SDP 23-01” or the “Project”). On December 5, 2023, the Planning Commission considered the Project application at a duly noticed public hearing. Following receipt of the staff report, testimony of the Applicant, and deliberation,

the Planning Commission deadlocked on a vote to approve the Project with a split vote of two ayes, two nays, one recusal, and two absent. Failure to get approval constitutes a denial by the Planning Commission of SDP 23-01.

DISCUSSION

The Project application proposed the construction of a 3,490 square-foot, three-story, four-unit building on a vacant parcel at 10912 Walnut Street. The units in the main building will be two bedrooms and two bath units.



The site is located mid-block on the east side of Walnut Street between Florista Street and Katella Avenue. The adjacent properties are all developed and with multiple units in the Multiple Family Residential (R-3) zone.

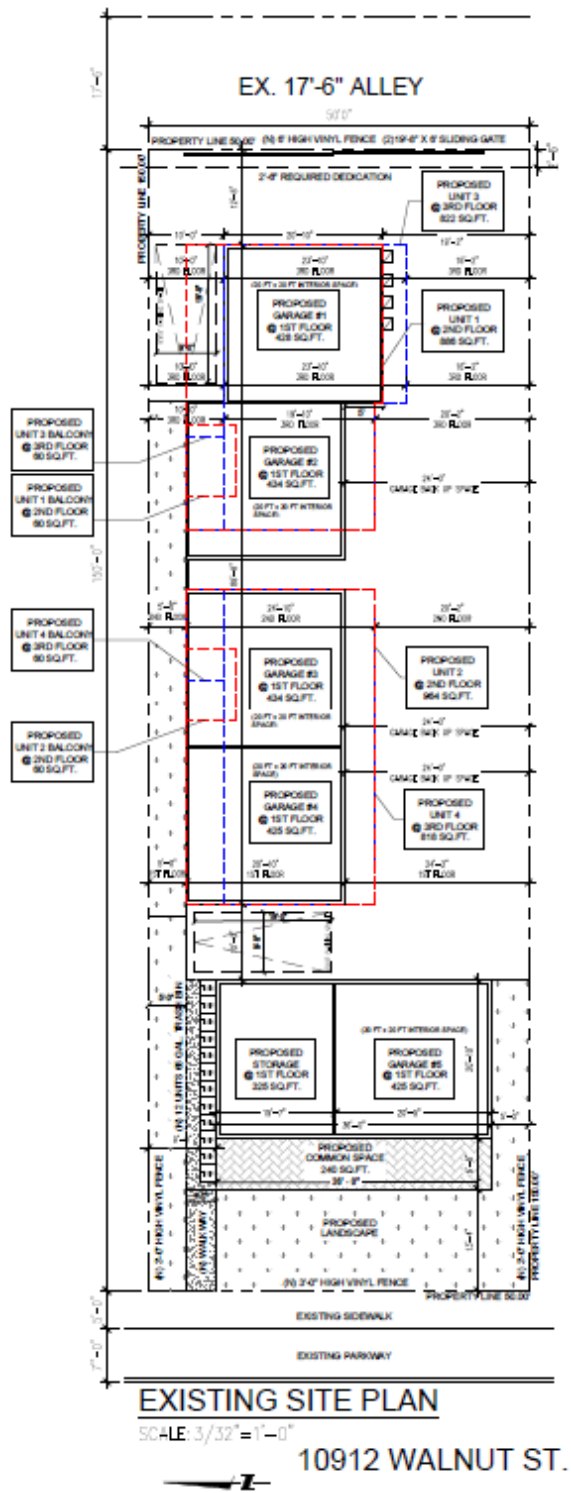
Access and Parking:

Vehicle access is gained from the east side of the property in the alley. For the project build out, there are 12 parking spaces required. The Applicant proposes 12 parking spaces, meeting the City's requirements.

Parking Calculation R-3 Parking			
	<u>Bedrooms</u>	<u>Requirement</u>	<u>Spaces Needed</u>
4 Proposed	2	2.75	11

Units			
Guest Space	N/A	1	1
		Total Spaces Required	12
		Spaces Proposed	12

Site Plan



R-3 Residential Development Standards			
	Required	Proposed Project	Requirement Met?

Parcel Area	7,200 sq. ft.	7,500 minus 125 for Alley = 7,375 sq. ft.	Yes
Parcel Width (Interior Parcel)	60 ft.	50 ft.	No, but legal nonconforming Parcel
Parcel Depth	100 ft.	150 ft. minus 2.5 for alley = 147.5	Yes
Maximum Density	25 du/ac	23 du/ac	Yes
Minimum dwelling area (gross floor area) (Not including garage)	800 sq. ft.- for 2 Beds	Smallest New Unit 800 sq. ft.	Yes
Maximum Height Limit – Main Structures	35 ft., but 3rd floor or anything over 15' additional 5' setback	30.5 ft. 3rd story additional 5' setback	Yes
Setbacks			
Front	20 ft.	20 ft.	Yes
Side	5 ft., extra 5 feet on 3rd floor	5 ft. on both sides, with an additional 5 f.t for the 3rd floor	Yes
Rear	10 ft.	10 ft. + 2.5 ft. dedication	Yes
Maximum Site Coverage	50%	34%	Yes
Outdoor Living Space	200 sq. ft. per dwelling for a total of 800	60 sq. ft., each private balcony plus	Yes

		1,380 landscaping	
Distance between structures (ft.) on one parcel	10 ft.	10 ft.	Yes
Storage Space	600 cubic ft. per unit	Common assigned	Yes

In addition to the requirements set forth above, there are specific requirements that are set forth elsewhere in the Los Alamitos Municipal Code. Here are some of those other requirements.

GENERAL DEVELOPMENT AND USE STANDARDS			
	Code Section	Met?	Notes
Vehicular Access— Residential Zones	17.16.120	Yes	Vehicular access will be provided along the alley.
Exterior lighting	17.16.050	Yes	Building plans are to include exterior light fixtures on the structure, as conditioned by Staff (conditions #32 & 33), and required to direct light only to the subject property.
Fences, hedges, and walls.	17.16.020	Yes	A new six-foot vinyl fence. Three feet tall in front setback.
Park dedications and in-lieu fees	17.16.090	N/A	The property is not planned to be subdivided. Therefore, no parking fees are required.

Paving of front setback requirements	17.16.070	Yes	Paving of 50% not exceeded.
Projections into required setbacks	17.16.080	Yes	Balconies.
Refuse and recycling storage areas	17.16.090	Yes	Less than five units, so the project will use individual trash cans. A space for trash cans has been accounted for by spaces.
Vehicular Access Rights & Abutters' Rights to Arterial Highways & Local Streets	16.14.030	Yes	The project adds 2 ½ feet of the property to the rear setback for future dedication to widen the alley.
Screening and buffering	17.16.100	Yes	Utilities will be required to be screened in the resolution (condition #34)
Sight triangle safety	17.16.130	N/A	This will be conditioned in the plans. (condition #35)
Swimming pools	17.28.265	N/A	None
Utilities and utility equipment	17.16.160	Yes	The a/c condensers shown are more than 12 feet plus away from the neighbor's windows. (condition

			#36)
Landscaping	17.18.030 & 13.05.020	Yes	LAMC Section 13.05.020 <i>Landscape Area Requirements</i> <i>Applicability</i> speaks to landscaping requirements that multifamily uses shall provide. The Applicant must maintain a minimum of 15% of the site in landscaped areas. The Applicant shows in the plans the current landscaping for the project. However, this project will require a new landscape plan that meets the City's Water Efficient Landscape Ordinance (WELO), so that has been noted in the resolution as conditions #21 & 22.

Architecture and Design

The architecture is demonstrated in the elevation for this four-unit building in the attached plans as well as in the renderings. The proposed architecture is white stucco with brown/gray roof tiles. The windows have surrounds that define them a bit, and there will be a Mountain Ledge, Durango style, stacked stone-based veneer around the bottom of the building. The architectural interest shown in the project is minimal. However, the Applicant added randomly placed ornamental wrought iron window boxes to some front and side elevation windows.

Conclusion

Staff recommends that the City Council approve the Project with the conditions listed in the Resolution through this appeal. The proposed use complies with the Multiple Family Residential (R-3) Development Standards and the City's Land Use Element of the General Plan.

FISCAL IMPACT

None.

Attachment: 1. Materials
 2. 1.17.2024-10912 Walnut St_Plans
 3. Resolution



Standard Select



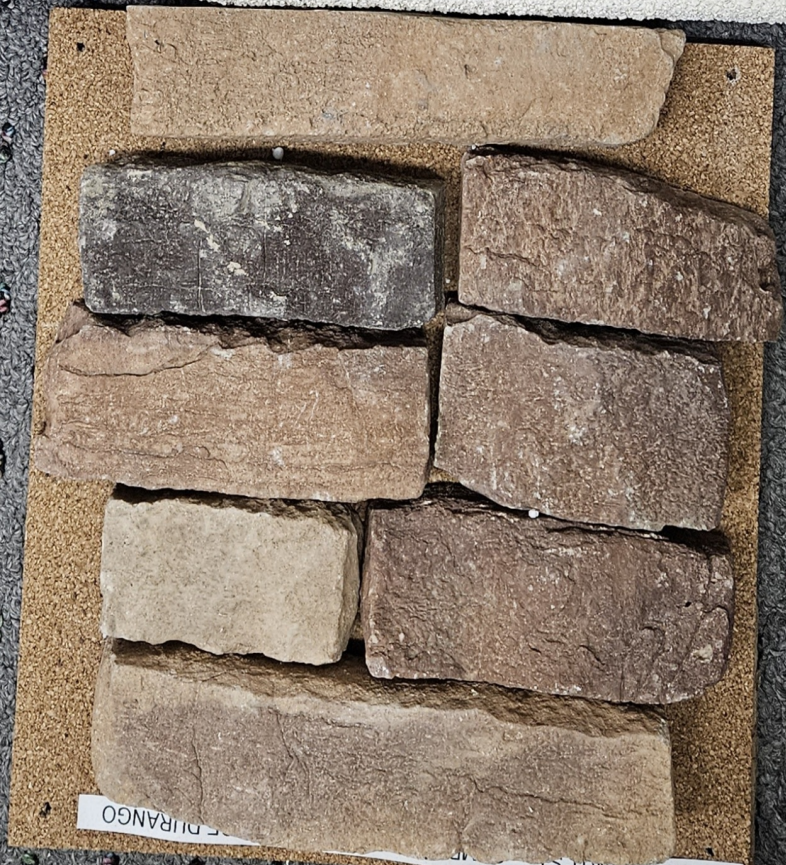
573



USA Owned. USA Made.

www.eaglerroofing.com

EAGLELITE
Lightweight, Firesafe Roof Tile



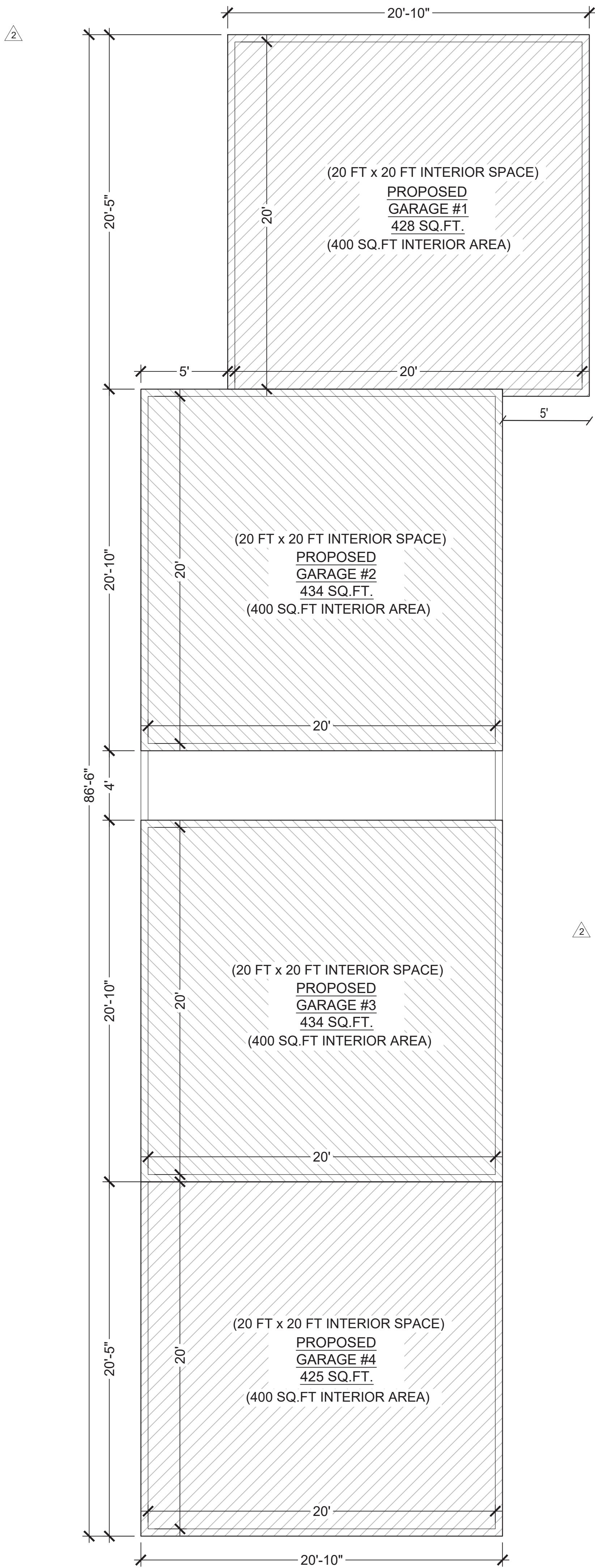
10912 WALNUT ST
S DURANGO

TS	TITLE SHEET	2
TS.1	FIRST FLOOR AREA	
TS.2	2ND/3RD FLOOR AREA	
SP	EXISTING SITE/ROOF PLAN	
LP	LANDSCAPE PLAN	
A1.0	PROPOSED FLOOR PLAN (1ST FLOOR)	
A1.1	PROPOSED FLOOR PLAN (2ND FLOOR)	
A1.2	PROPOSED FLOOR PLAN (3RD FLOOR)	
A2.0	PROPOSED ELEVATIONS (GARAGES 1-	
A2.1	PROPOSED ELEVATIONS (GARAGES 1-	
A2.2	PROPOSED ELEVATIONS (STORAGE &	
A3.0	PROPOSED COLOR ELEVATIONS	
A3.1	PROPOSED COLOR ELEVATIONS CONT	
A3.2	PROPOSED COLOR ELEVATIONS CONT	

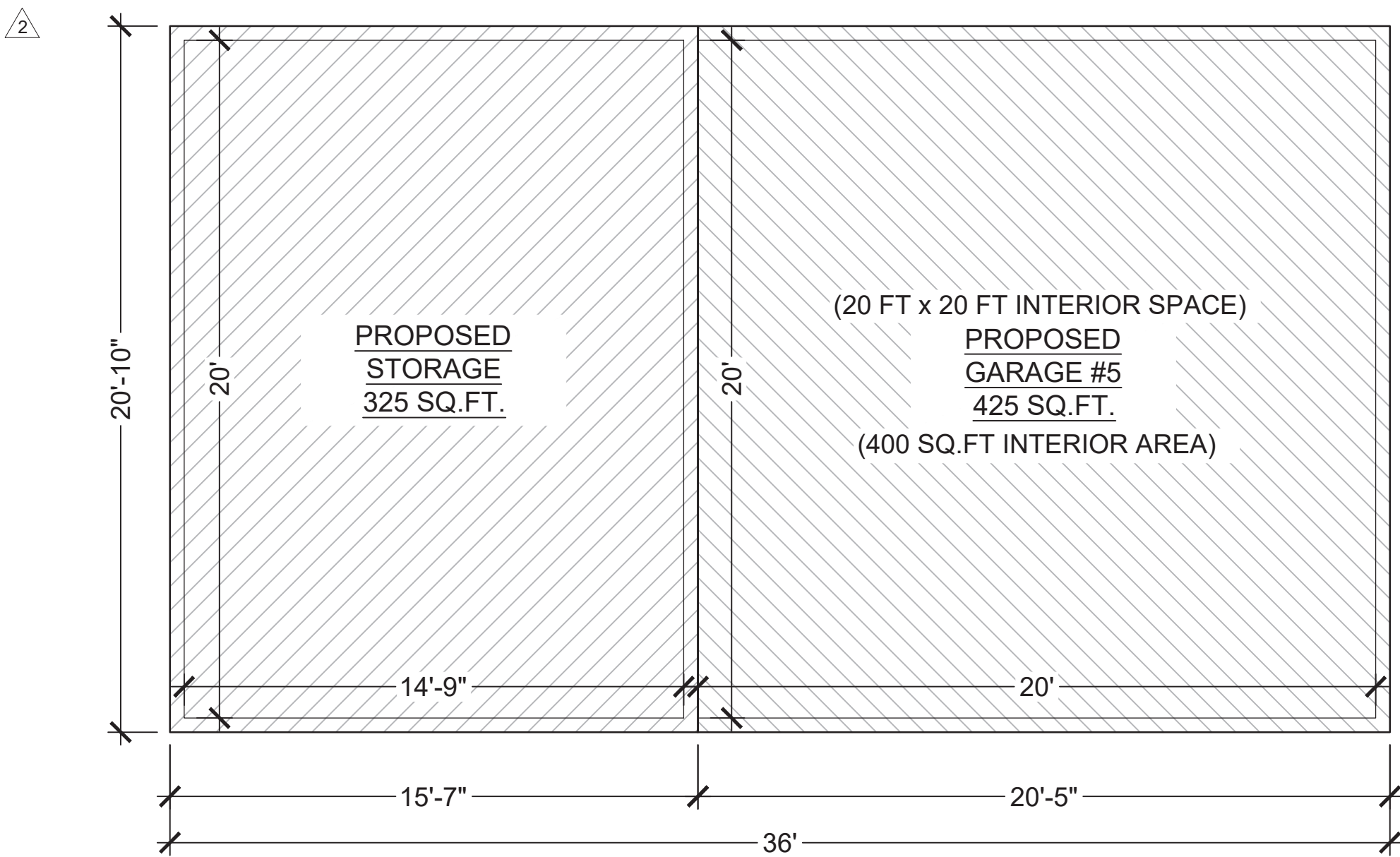
PRIOR TO COMMENCEMENT OF WORK, IT'S OWNER'S/ CONTRACTOR RESPONSIBILITY TO VERIFY ALL PROPERTY LINES. A PROFESSIONAL SURVEYOR IS RECOMMENDED IF OWNER/ CONTRACTOR CAN NOT DETERMINE SUCH PROPERTY LINE. DESIGNER/ ENGINEER SHOULD BE CONTACTED AND NOTIFY OF ANY DISCREPANCIES PRIOR TO BEGINNING OF WORK.

10912 WALNUT ST., LOS ALAMITOS, CA 90720

TS



NOTE:
1. LIVING AREA CALCULATIONS ARE BASED ON EXTERNAL DIMENSIONS.
2. THE THICKNESS OF ALL WALLS IS 5 INCHES.



PROPOSED FLOOR PLAN
FIRST FLOOR-GARAGES/ STORAGE AREA
SCALE: 1/4"=1'-0"

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

**SERGIO ENGINEERING &
CONSTRUCTION LLC**

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

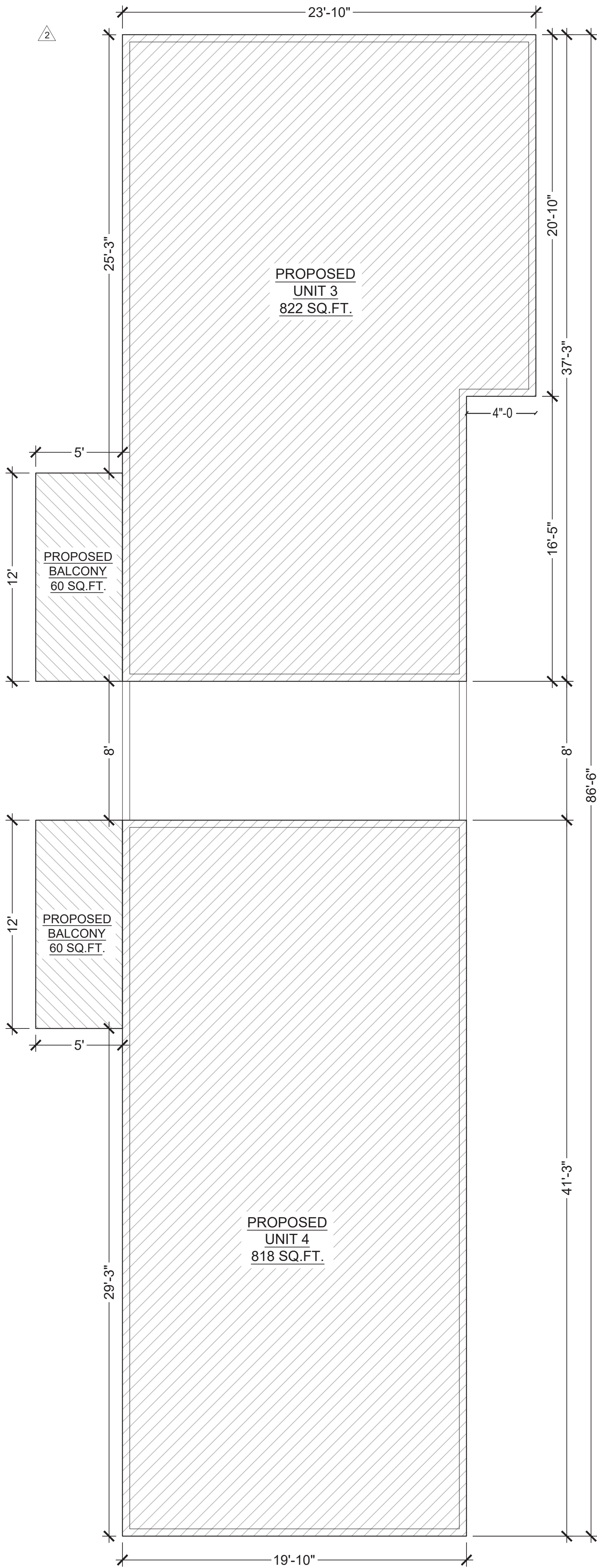
REVISIONS:	
DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

CLIENT:
MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720
562.481.6227
NFARARJI@GMAIL.COM

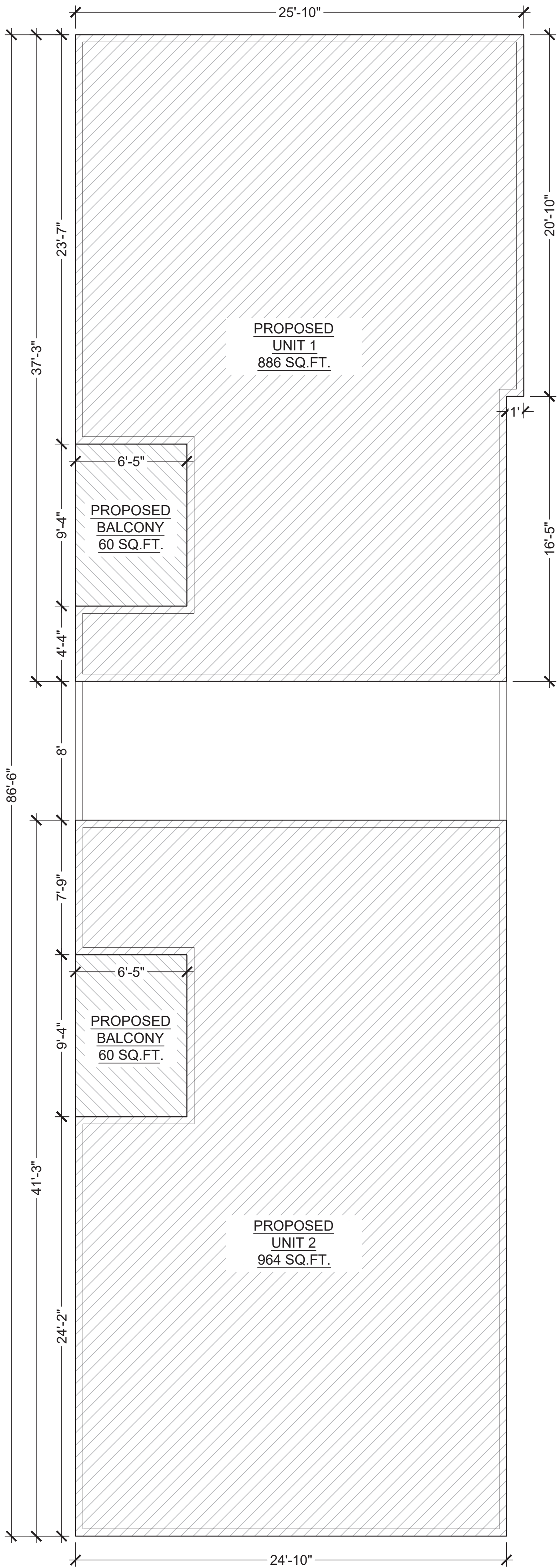
LOCATION:
10912 WALNUT ST
LOS ALAMITOS, CA 90720

date:	drawn by:
DECEMBER 2023	B.B.
scale:	title:
NOTED	FIRST FLOOR AREA

sheet: **TS.1**



PROPOSED FLOOR PLAN
3RD FLOOR-UNITS 3 & 4 AREA
SCALE: 1/4"=1'-0"



PROPOSED FLOOR PLAN
2ND FLOOR-UNITS 1 & 2 AREA
SCALE: 1/4"=1'-0"

NOTE:
1. LIVING AREA CALCULATIONS ARE BASED ON EXTERNAL DIMENSIONS.
2. THE THICKNESS OF ALL WALLS IS 5 INCHES.

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING &
CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

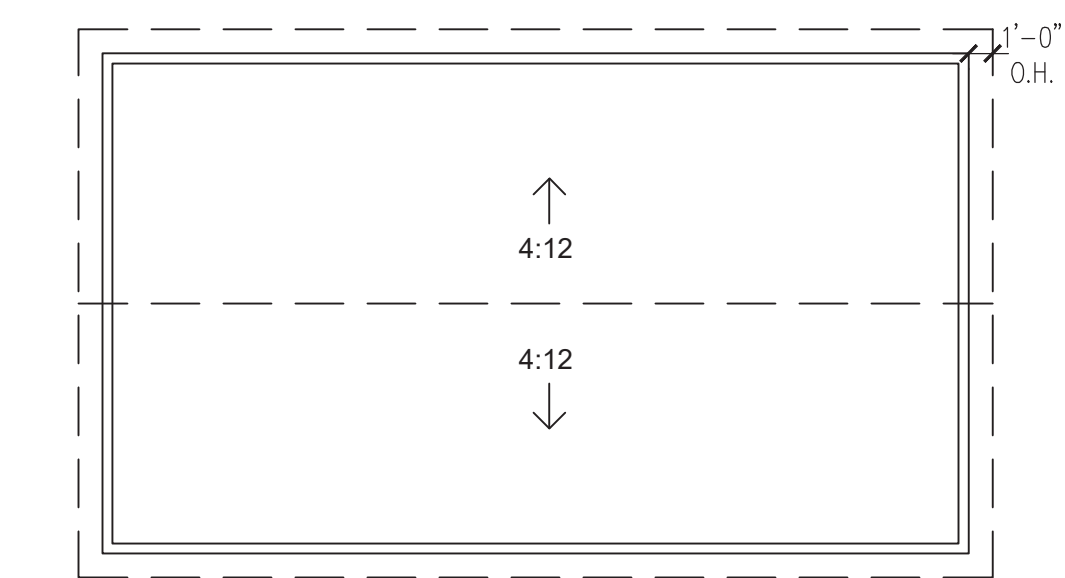
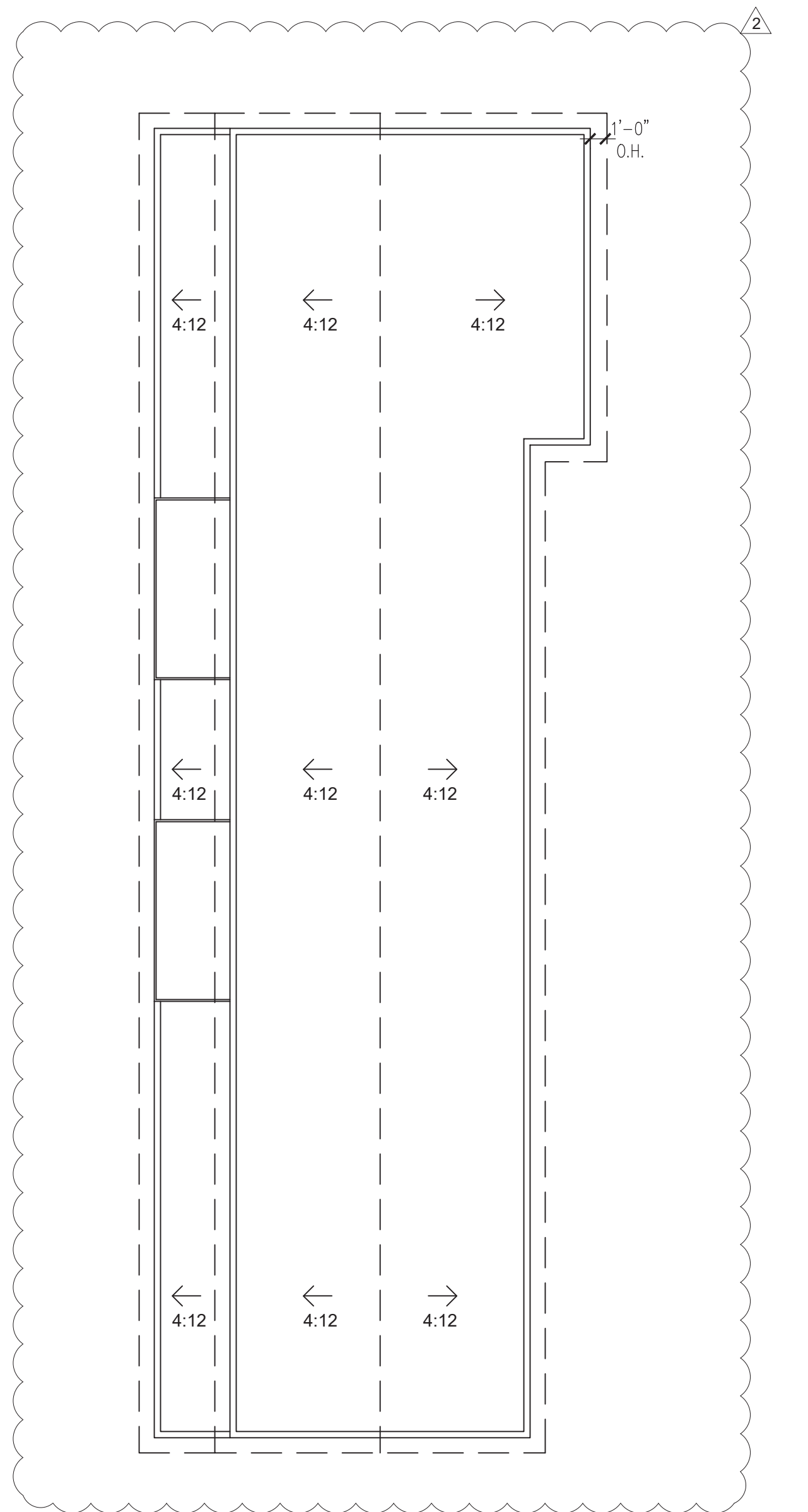
CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720
562.481.6227
NFARARJI@GMAIL.COM

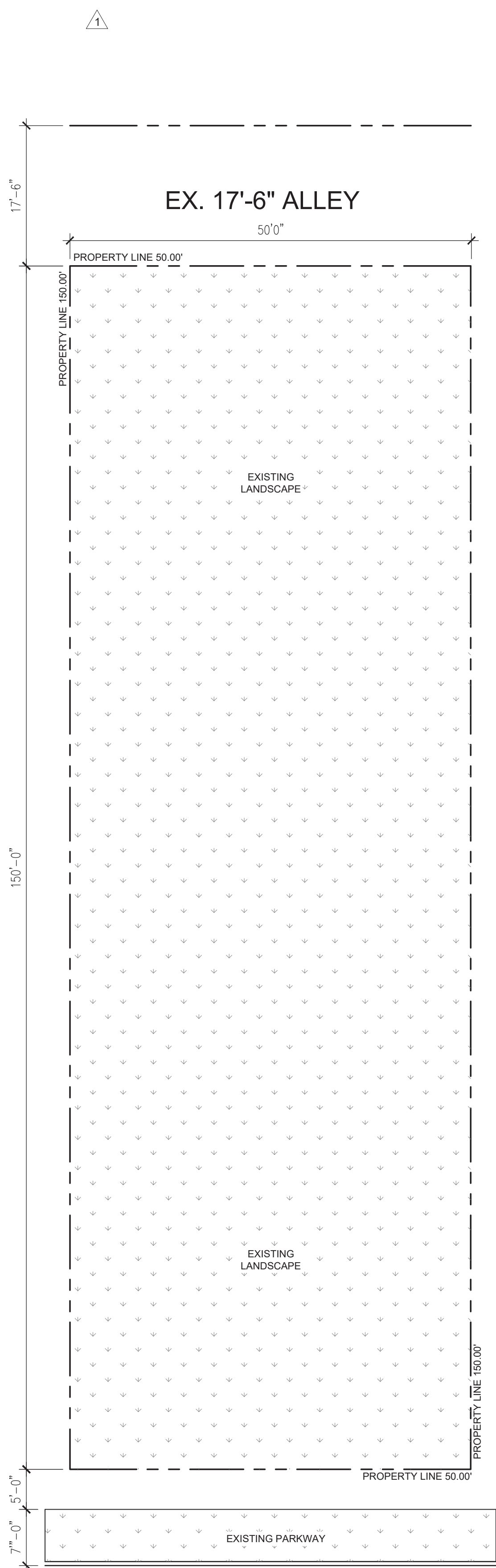
LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

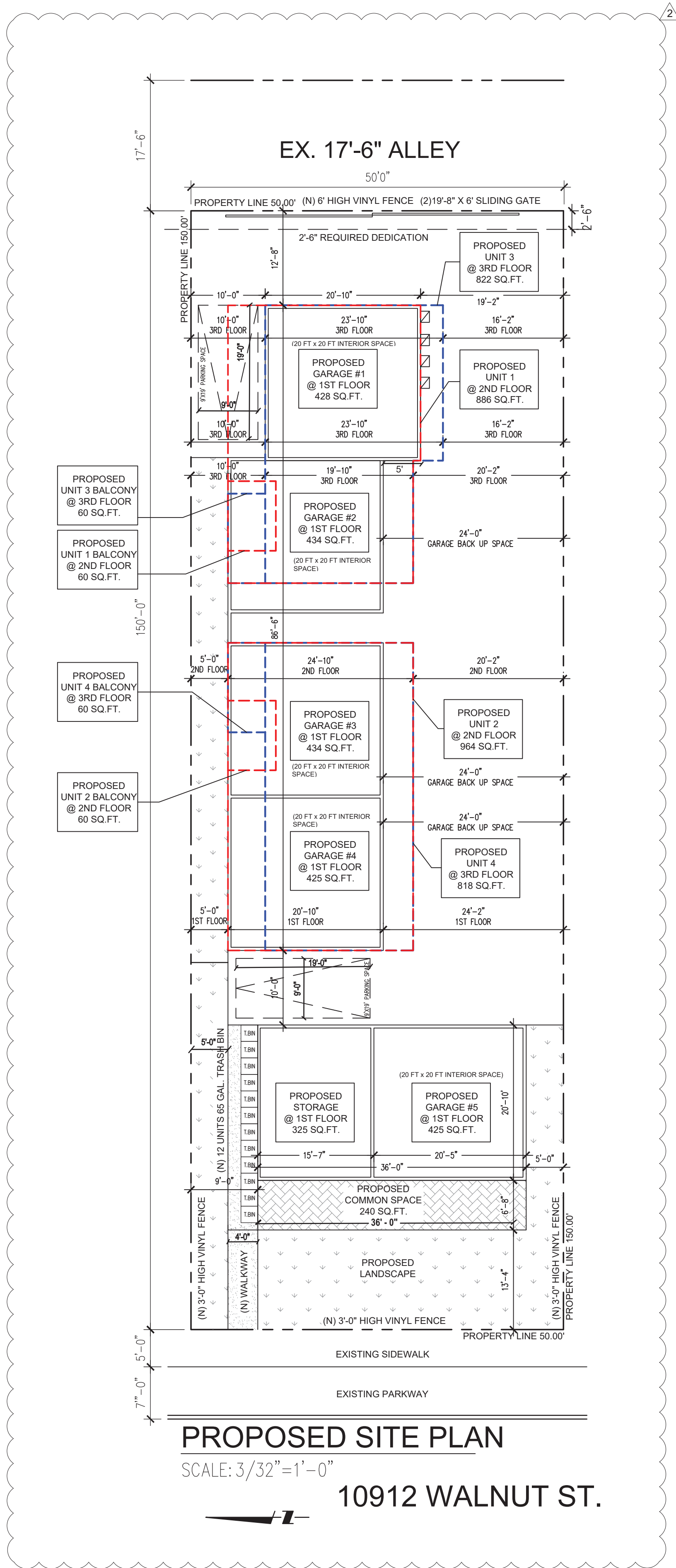
date: DECEMBER 2023	drawn by: B.B.
scale: NOTED	title: 2ND/ 3RD FLOOR AREA
sheet:	TS.2



PROPOSED ROOF PLAN
SCALE: 1/8"=1'-0"



EXISTING SITE PLAN
SCALE: 3/32"=1'-0"



PROPOSED SITE PLAN
SCALE: 3/32"=1'-0"

NOTE:
1. LIVING AREA CALCULATIONS ARE BASED ON EXTERNAL DIMENSIONS.
2. THE THICKNESS OF ALL WALLS IS 5 INCHES.

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING & CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720
562.481.6227
NFARARJI@GMAIL.COM

LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date:	drawn by:
DECEMBER 2023	B.B.
scale:	title:
NOTED	SITE/ ROOF PLAN
sheet:	

SP

THESE DRAWINGS ARE THE PROPERTY OF
SERGIO ENGINEERING & CONSTRUCTION
LLC AND MAY NOT BE REPRODUCED OR
MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING &
CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

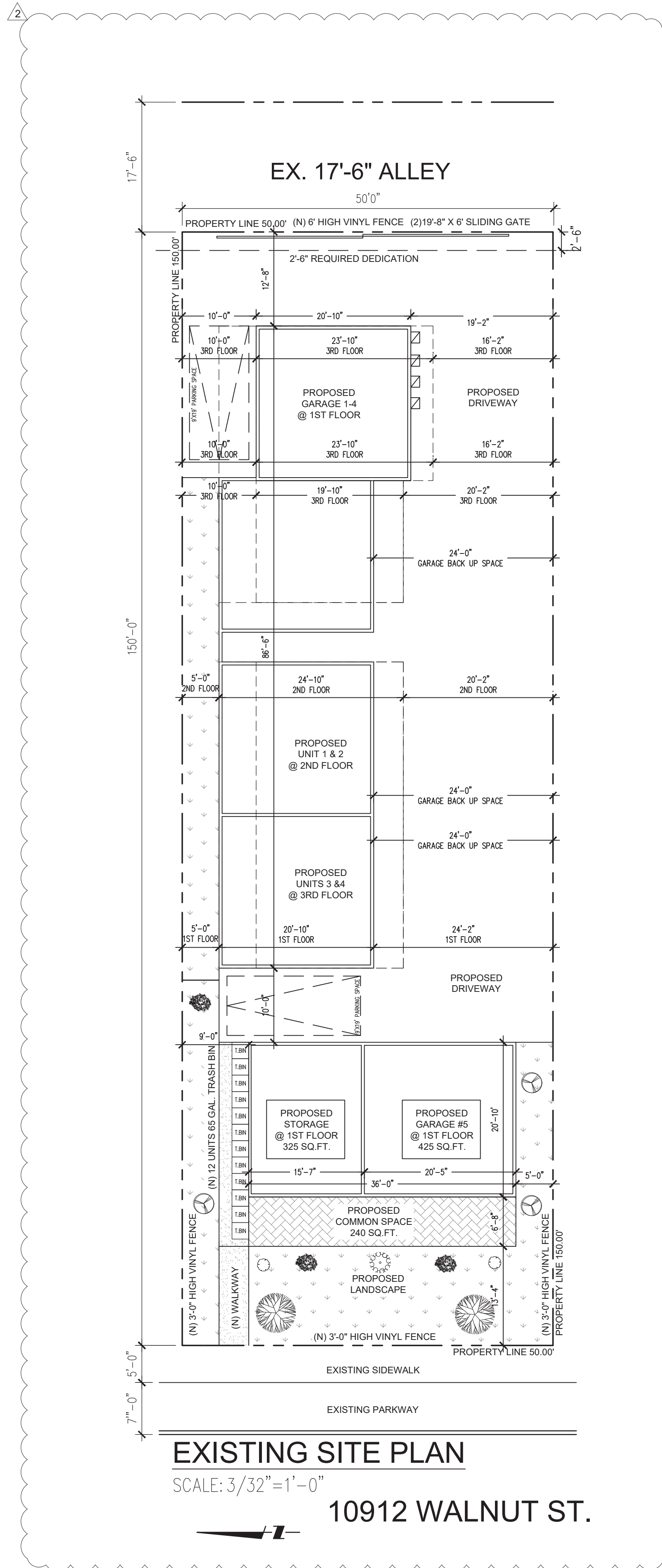
DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720

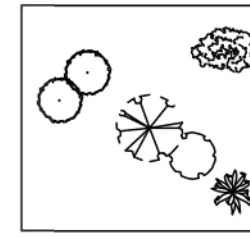
562.481.6227
NFARARJI@GMAIL.COM

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date: DECEMBER 2023	drawn by: B.B.
scale: 3/32"=1'	title: LANDSCAPE PLAN
sheet: LP	



Botanical Name	Common Name
----------------	-------------



BERMUDA GRASS
TO BE REHAB EXISTING



Shrubs

1	Bougainvillea 'La Jolla'
2	Euryops pectinatus
3	Lavandula angustifolia
4	Rosa 'Iceberg' Iceberg
5	Pyrus Calleryana

Bougainvillea, La Jolla
Euryops Daisy
English Lavender
Floribunda Rose
Bradford Pear



Botanical Name	Common Name
Bougainvillea 'La Jolla'	Bougainvillea, La Jolla
QUANTITY: (2) 5 GALLONS	



Botanical Name	Common Name
2 Euryops pectinatus	Euryops Daisy
QUANTITY: (5) 5 GALLONS	

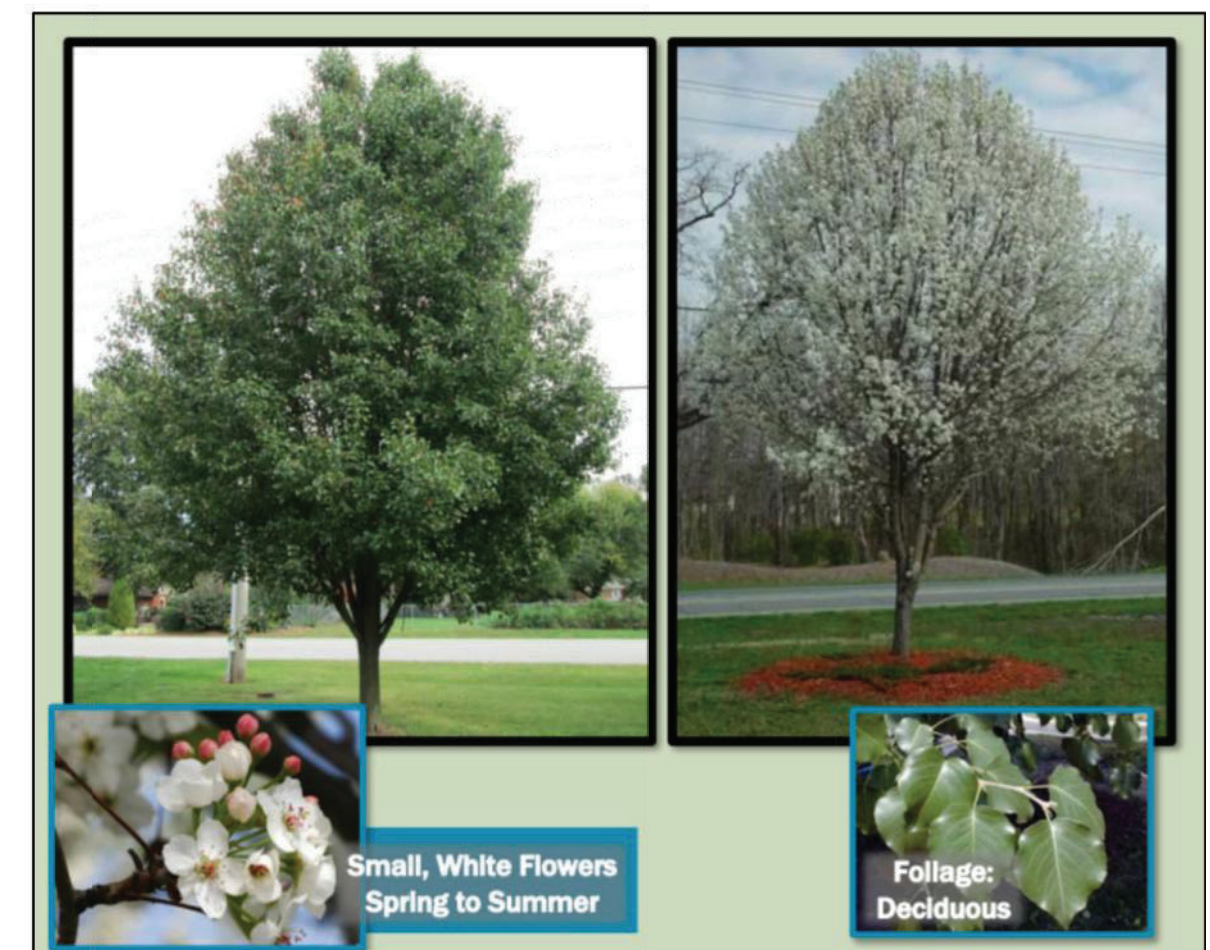


Botanical Name	Common Name
3 Lavandulo angustifolia	English Lavander
QUANTITY: (2) 5 GALLONS	



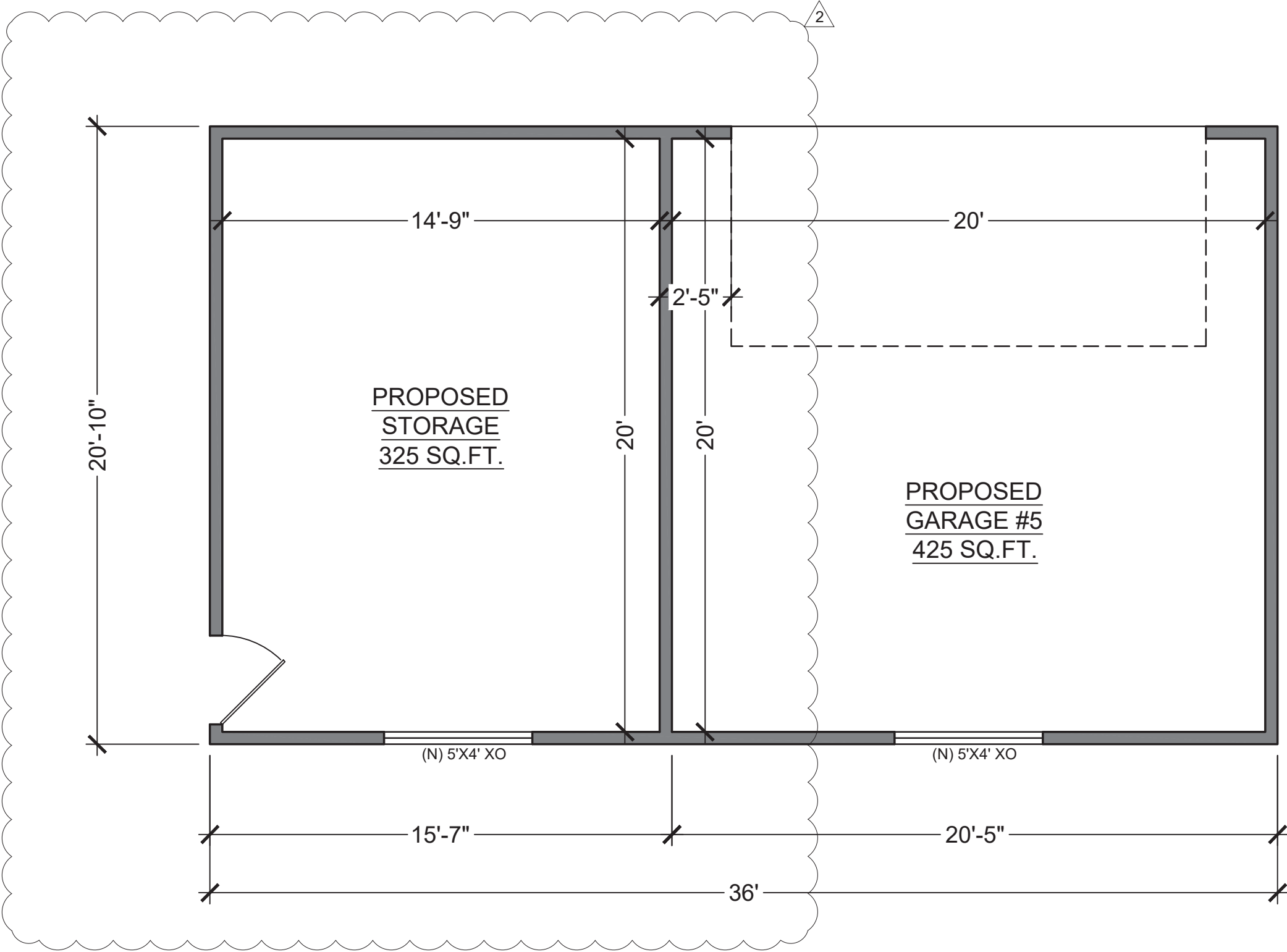
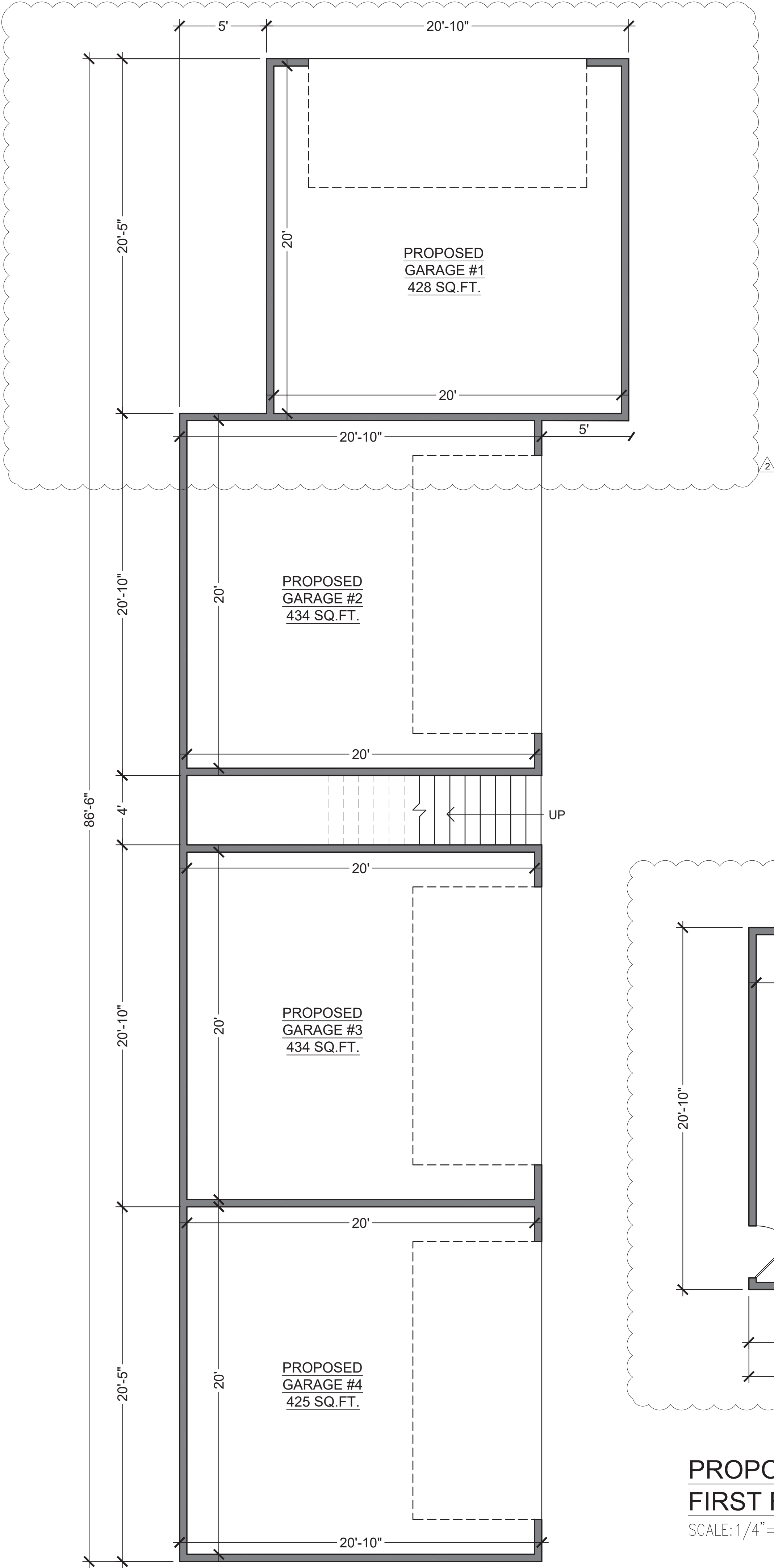
Botanical Name	Common Name
4 Rosa 'Iceberg' Iceberg	Floribunda Rose

QUANTITY: (1) 5 GALLONS



Botanical Name
 [5] Pyrus Calleryana
 QUANTITY: (2)

Common Name
Bradford Pear



PROPOSED FLOOR PLAN
FIRST FLOOR-GARAGES/ STORAGE
SCALE: 1/4"=1'-0"

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF
SERGIO ENGINEERING & CONSTRUCTION
LLC AND MAY NOT BE REPRODUCED OR
MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING &
CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

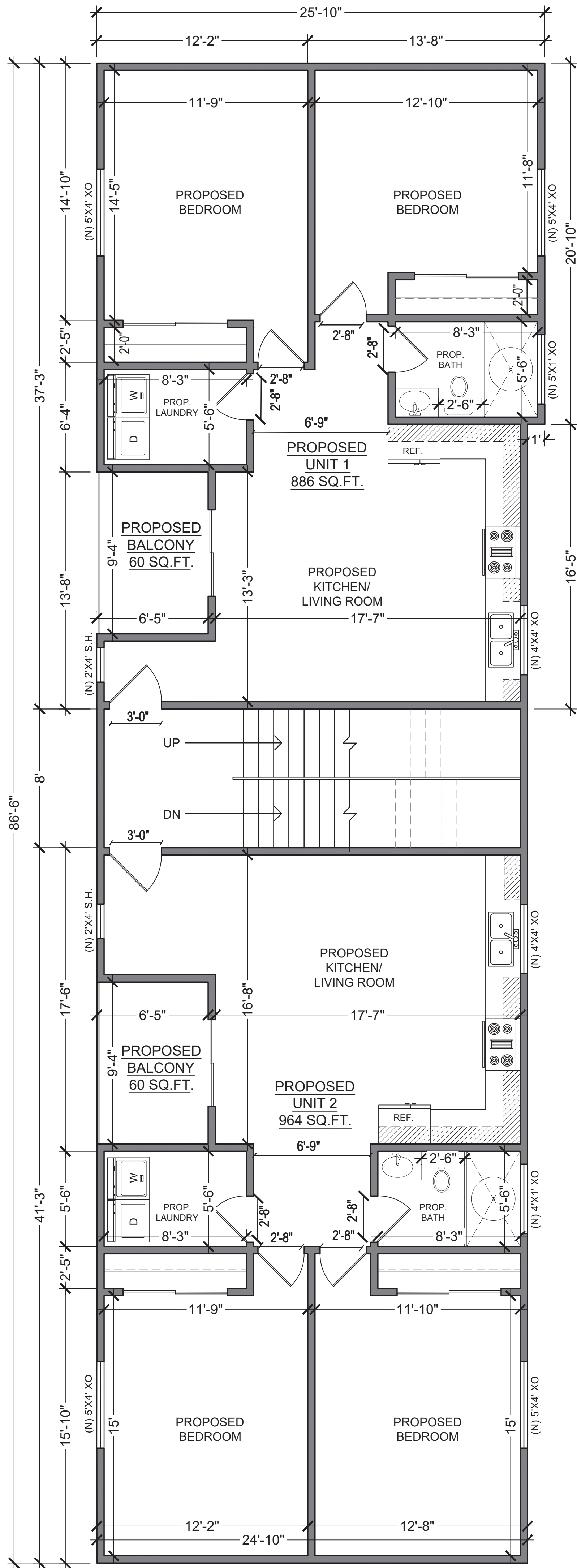
CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720
562.481.6227
NFARARJI@GMAIL.COM

LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date: DECEMBER 2023	drawn by: B.B.
scale: NOTED	title: SITE/ ROOF PLAN
sheet:	A1.0



PROPOSED FLOOR PLAN
2ND FLOOR-UNITS 1 & 2
SCALE: 1/4" = 1'-0"

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING &
CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720

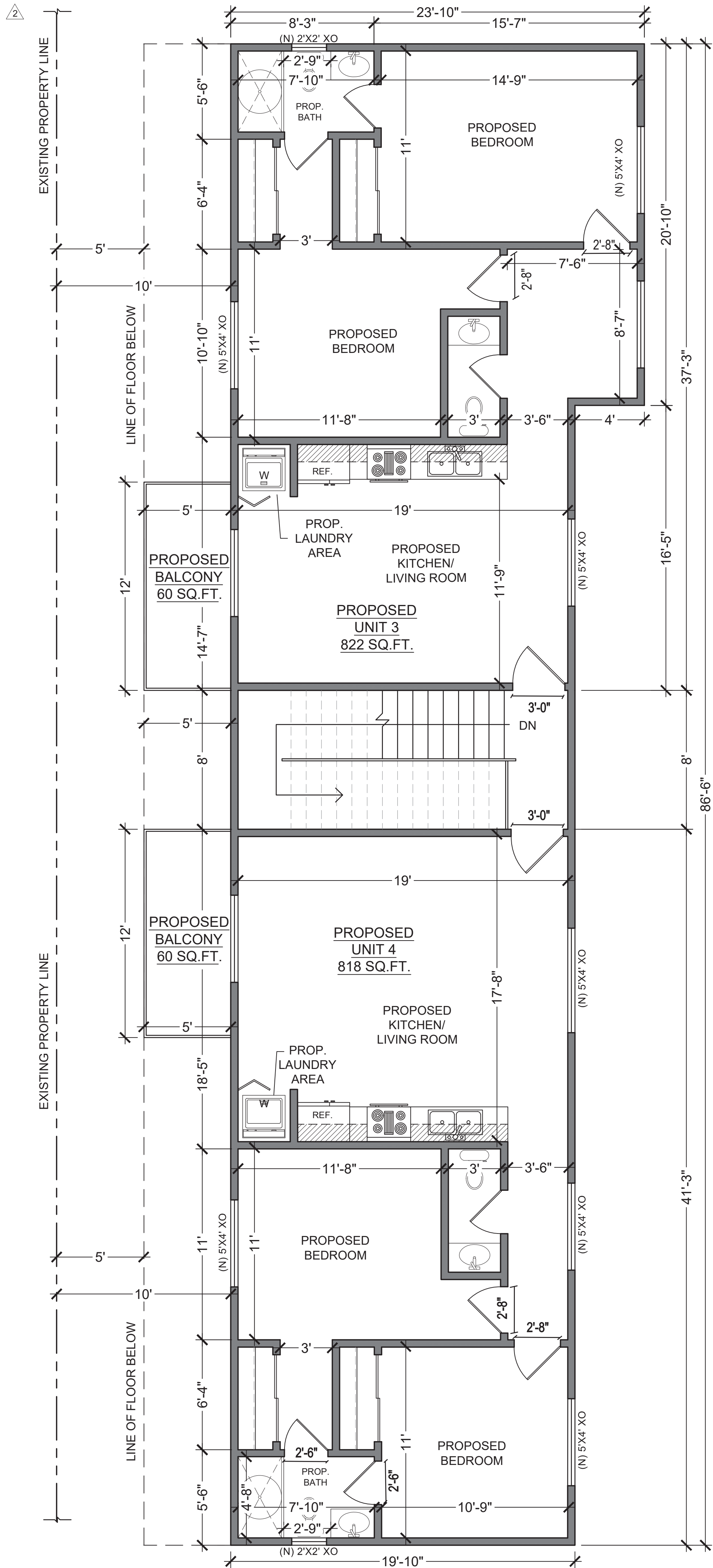
562.481.6227
N.FARARJI@GMAIL.COM

LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date: DECEMBER 2023	drawn by: B.B.
scale: 1/4"=1'	title: PROPOSED 2ND FLOOR
sheet:	

A1.1



PROPOSED FLOOR PLAN
3RD FLOOR-UNITS 3 & 4
SCALE: 1/4"=1'-0"

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING &
CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720
562.481.6227
NFARARJI@GMAIL.COM

LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date: DECEMBER 2023	drawn by: B.B.
scale: 1/4"=1'	title: PROPOSED 3RD FLOOR
sheet:	

A1.2

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING & CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720

562.481.6227
NFARARJI@GMAIL.COM

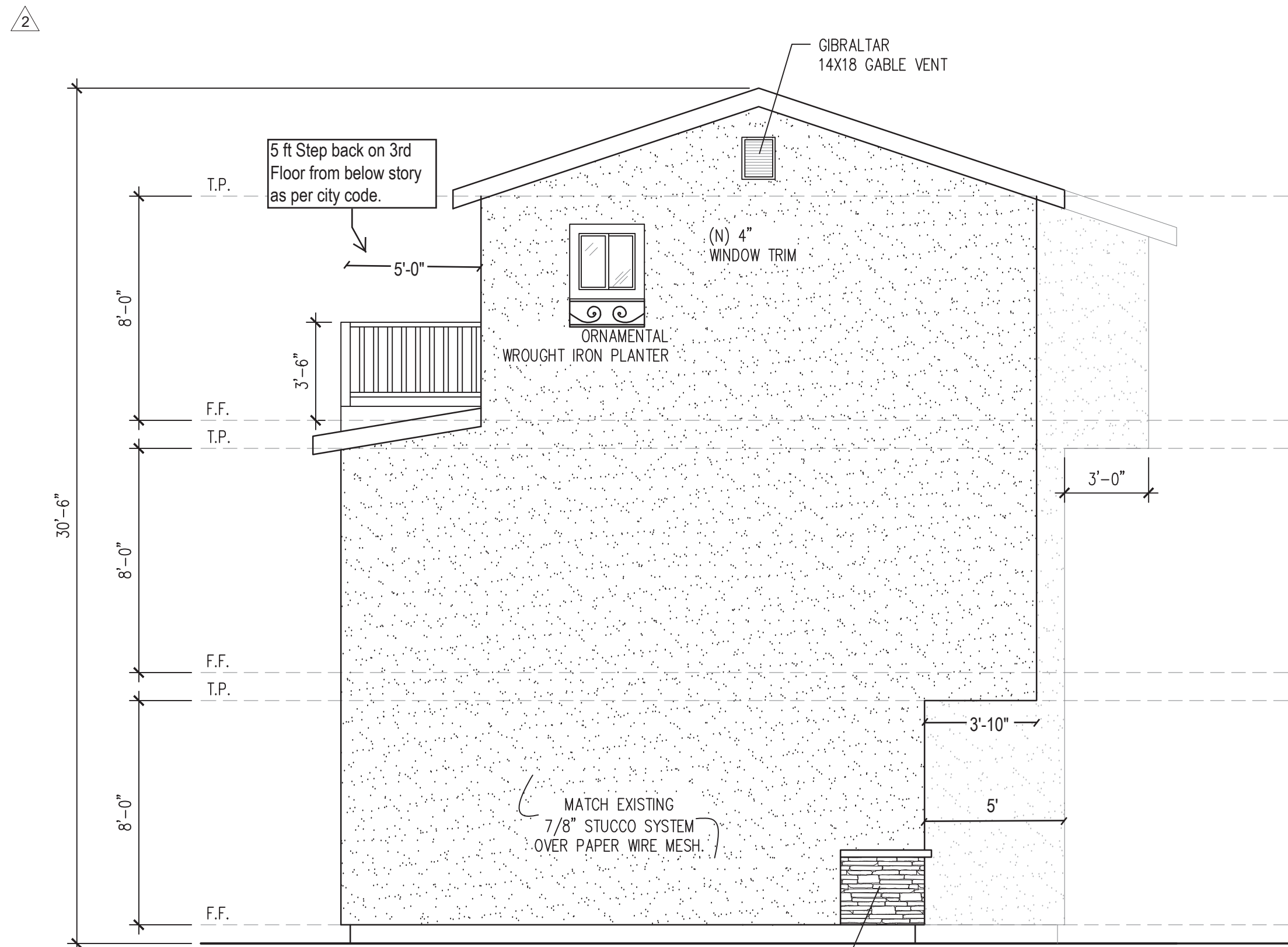
LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date:	drawn by:
DECEMBER 2023	B.B.
scale:	title:
1/4"=1'	PROPOSED ELEVATIONS

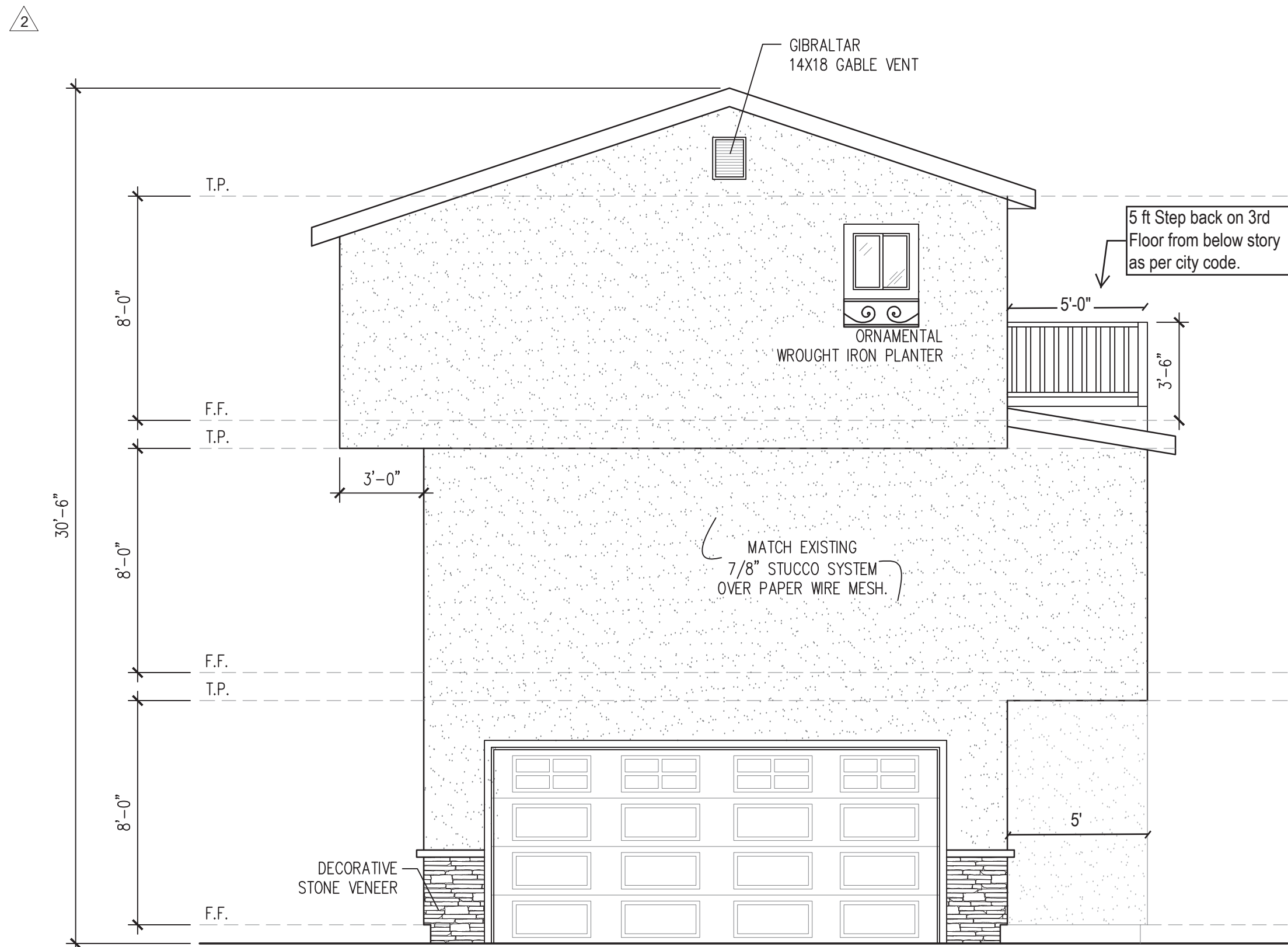
sheet:

A2.0



FRONT/ WEST ELEVATION
GARAGES #1-4/ UNITS 1-4

SCALE:1/4"=1'-0"



REAR/ EAST ELEVATION
GARAGES #1-4/ UNITS 1-4

SCALE:1/4"=1'-0"

NOTE: WOOD FRAMING MEMBERS THAT REST ON CONCRETE OR MASONRY EXTERIOR FOUNDATION LESS THAN 8 INCHES FROM EXPOSED EARTH SHALL BE OF NATURALLY DURABLE OR PRESERVATIVE-TREATED WOOD.

REQUIRE DRIP EDGE AT EAVES AND RAKE EDGES OF SHINGLE ROOF PER R 905.2.8.5.

VENTILATION:

ATTIC VENTILATION NEEDS TO BE AT LEAST 1/150 OF THE AREA WITH 50% REQUIRED VENTING LOCATED AT LEAST 3' ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF REQUIRED VENTING PROVIDED BY EAVES OR CORNICE VENTS AND SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE. THE AREA OF VENTILATION MAY BE REDUCED TO 1/300 PROVIDED A VAPOR RETARDER IS INSTALLED ON THE WARM SIDE OF THE ATTIC INSULATION. (2019 CBC 1203.2)

RADIANT BARRIER

*RADIANT BARRIER: THE RADIANT BARRIER SHALL HAVE AN EMITTANCE VALUE OF LESS THAN OR EQUAL TO 0.05 AND BE INSTALLED IN THE UPPER PORTION OF THE BUILDING'S TRUSS/RAFTERS, COVERING THE ENTIRE ROOF/ATTIC (INCLUDING ALL GABLE END), WITH THE REFLECTIVE SURFACE FACING DOWN TOWARD THE ATTIC.

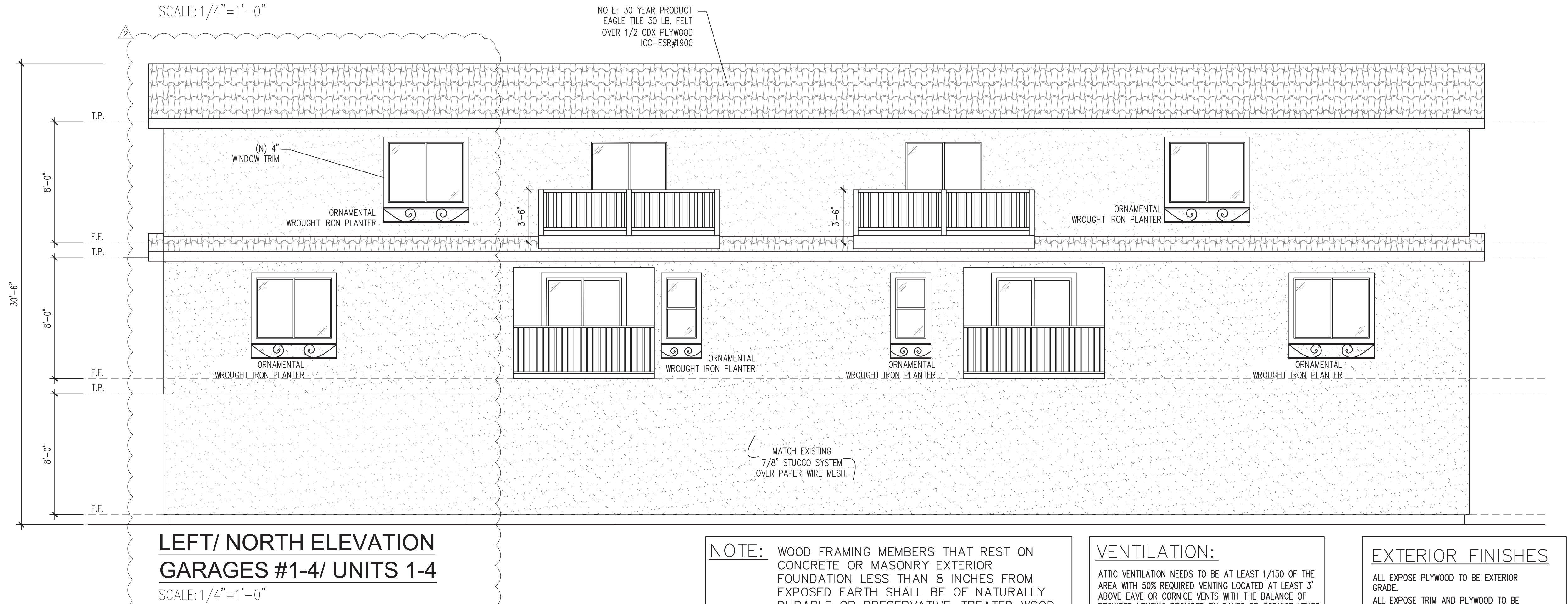
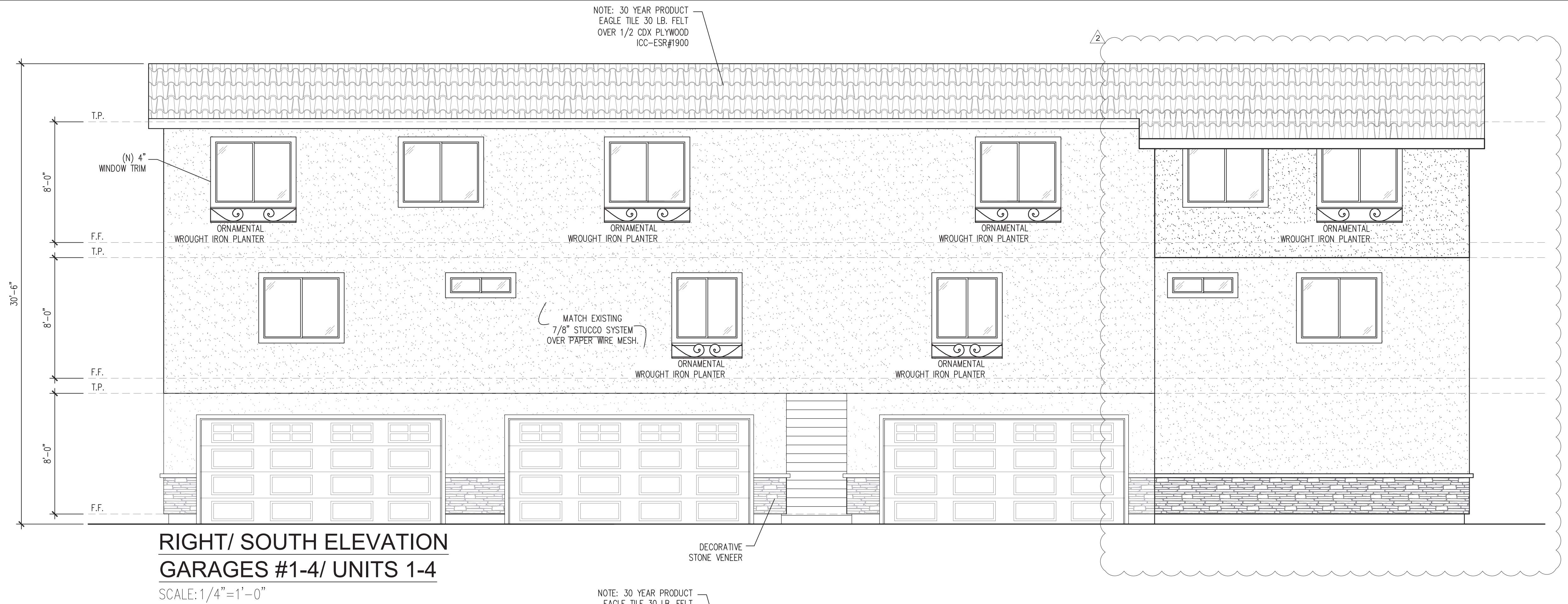
EXTERIOR FINISHES

ALL EXPOSE PLYWOOD TO BE EXTERIOR GRADE.
ALL EXPOSE TRIM AND PLYWOOD TO BE RESAWN.

ROOF NOTES

ROOF SHEATHING TO BE 1/2" PLYWOOD SHEATHING W/ 1 X SOLID SHEATHING AT ALL OVERHANGS.
ROOF COVERINGS SHALL BE MIN. CLASS 'A' ASSEMBLY

TYPICAL ROOF OVERHANG AT RAKE CONDITION TO BE 12" UNLESS NOTED OTHERWISE ON PLAN
EXTERIOR LATH: PROVIDE TWO LAYERS OF GRADE D PAPER OVER ALL WOOD BASE SHEATHING.



NOTE: WOOD FRAMING MEMBERS THAT REST ON CONCRETE OR MASONRY EXTERIOR FOUNDATION LESS THAN 8 INCHES FROM EXPOSED EARTH SHALL BE OF NATURALLY DURABLE OR PRESERVATIVE-TREATED WOOD.

REQUIRE DRIP EDGE AT EAVES AND RAKE EDGES OF SHINGLE ROOF PER R 905.2.8.5.

VENTILATION:
ATTIC VENTILATION NEEDS TO BE AT LEAST 1/150 OF THE AREA WITH 50% REQUIRED VENTING LOCATED AT LEAST 3' ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF REQUIRED VENTING PROVIDED BY EAVES OR CORNICE VENTS AND SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE. THE AREA OF VENTILATION MAY BE REDUCED TO 1/300 PROVIDED A VAPOR RETARDER IS INSTALLED ON THE WARM SIDE OF THE ATTIC INSULATION. (2019 CBC 1203.2)

RADIANT BARRIER

*RADIANT BARRIER: THE RADIANT BARRIER SHALL HAVE AN EMITTANCE VALUE OF LESS THAN OR EQUAL TO 0.05 AND BE INSTALLED IN THE UPPER PORTION OF THE BUILDING'S TRUSS/RAFTERS, COVERING THE ENTIRE ROOF/ATTIC (INCLUDING ALL GABLE END), WITH THE REFLECTIVE SURFACE FACING DOWN TOWARD THE ATTIC.

EXTERIOR FINISHES

ALL EXPOSE PLYWOOD TO BE EXTERIOR GRADE.
ALL EXPOSE TRIM AND PLYWOOD TO BE RESAWN.

ROOF NOTES

ROOF SHEATHING TO BE 1/2" PLYWOOD SHEATHING W/ 1 X SOLID SHEATHING AT ALL OVERHANGS.
ROOF COVERINGS SHALL BE MIN. CLASS 'A' ASSEMBLY

TYPICAL ROOF OVERHANG AT RAKE CONDITION TO BE 12" UNLESS NOTED OTHERWISE ON PLAN
EXTERIOR LATH: PROVIDE TWO LAYERS OF GRADE D PAPER OVER ALL WOOD BASE SHEATHING.

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING & CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720
562.481.6227
NFARARJI@GMAIL.COM

LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date:	drawn by:
DECEMBER 2023	B.B.
scale:	title:
1/4"=1'	PROPOSED ELEV. CONT.

sheet:

A2.1

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING & CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	REVISION
JAN./2024	REVISION

CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720

562.481.6227
NFARARJI@GMAIL.COM

LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date:

DECEMBER 2023

drawn by:

B.B.

scale:

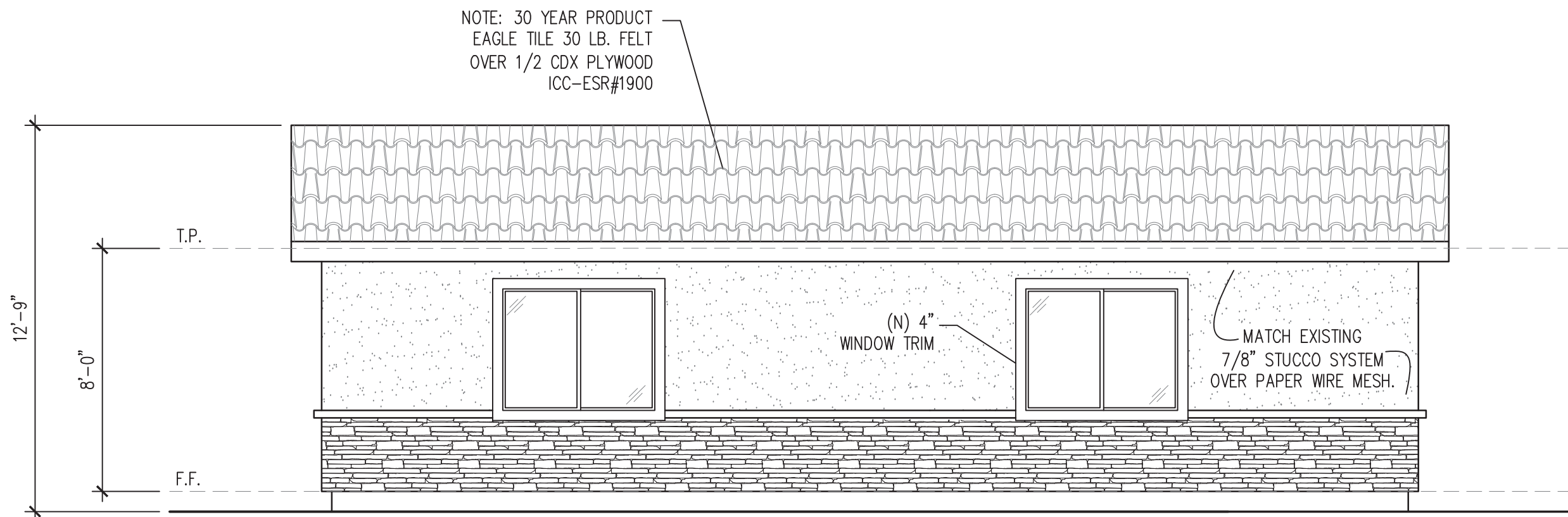
1/4"=1'

title:

PROPOSED
ELEV. CONT.

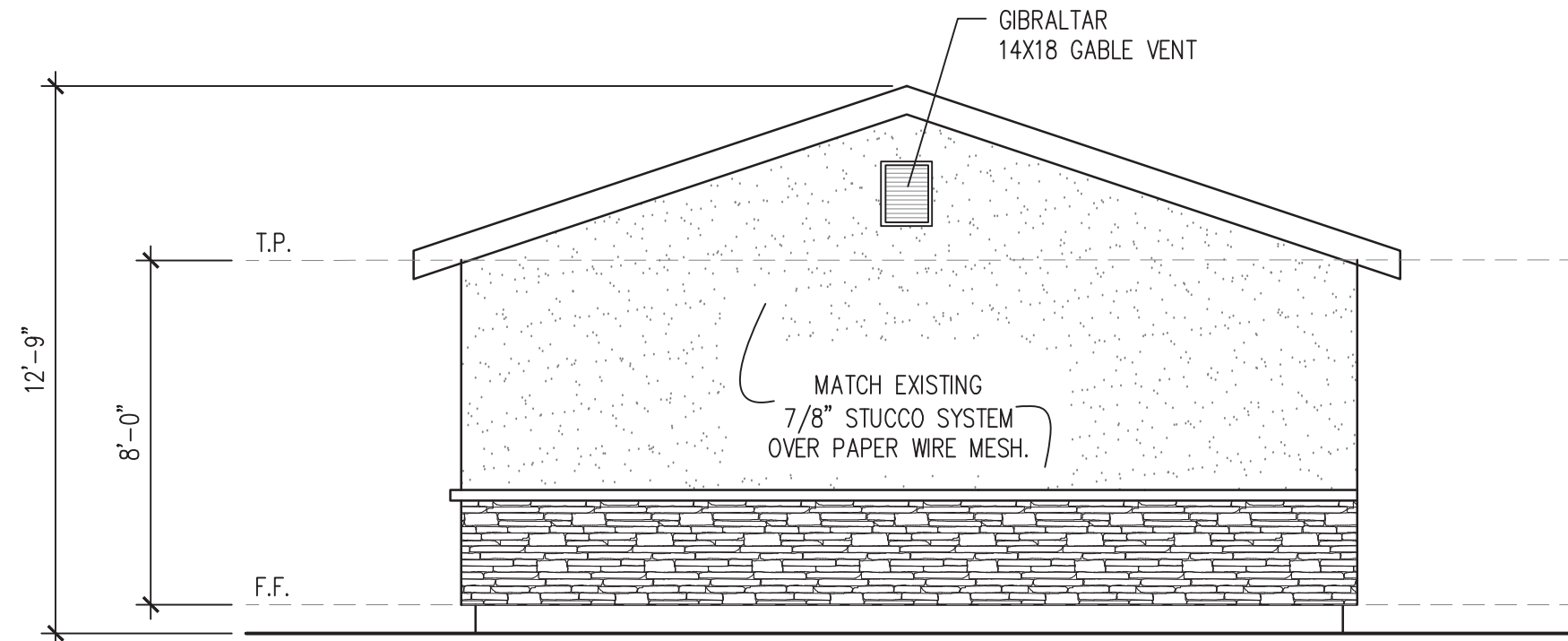
sheet:

A2.2



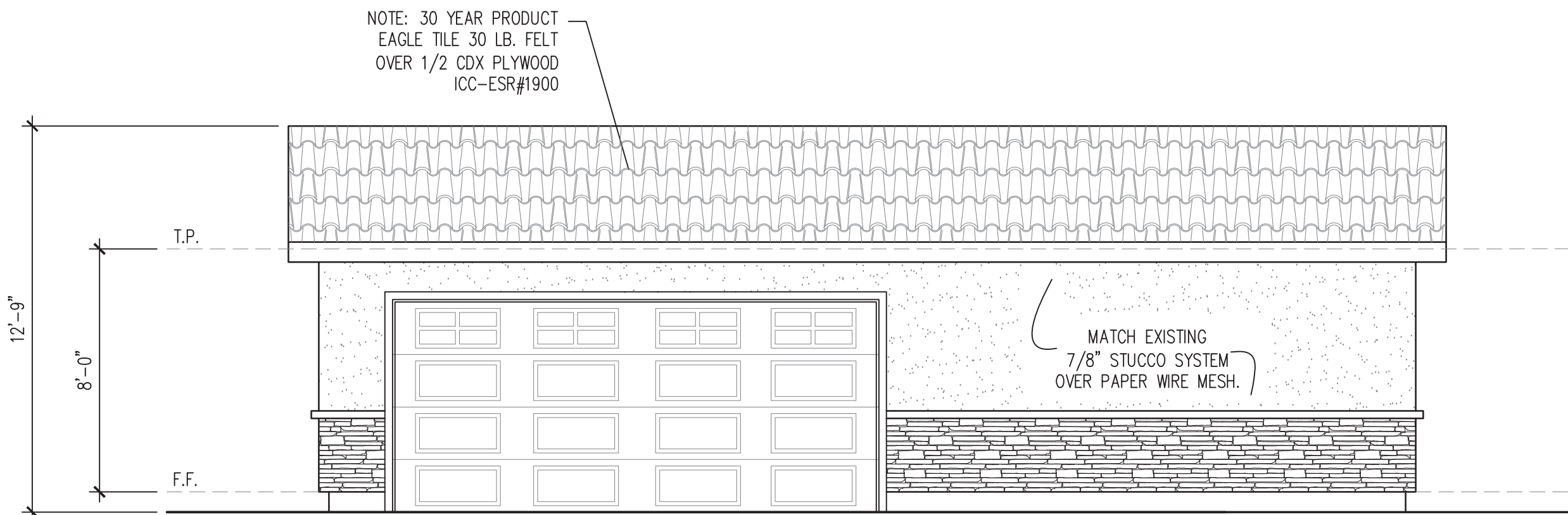
FRONT/ WEST ELEVATION
STORAGE & GARAGE #5

SCALE: 1/4"=1'-0"



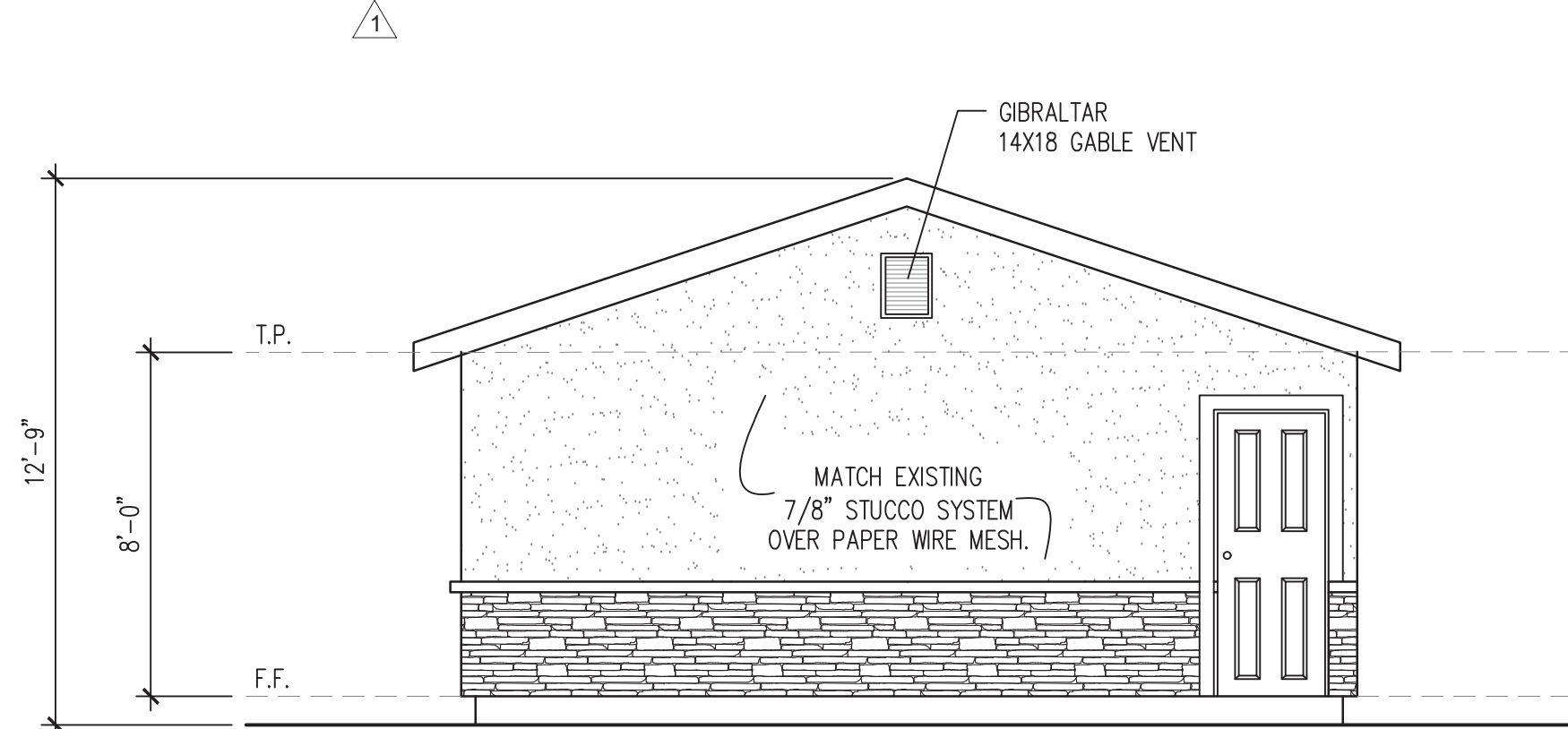
RIGHT/ SOUTH ELEVATION
STORAGE & GARAGE #5

SCALE: 1/4"=1'-0"



REAR/ EAST ELEVATION
STORAGE & GARAGE #5

SCALE: 1/4"=1'-0"



LEFT/ NORTH ELEVATION
STORAGE & GARAGE #5

SCALE: 1/4"=1'-0"

NOTE: WOOD FRAMING MEMBERS THAT REST ON CONCRETE OR MASONRY EXTERIOR FOUNDATION LESS THAN 8 INCHES FROM EXPOSED EARTH SHALL BE OF NATURALLY DURABLE OR PRESERVATIVE-TREATED WOOD.

REQUIRE DRIP EDGE AT EAVES AND RAKE EDGES OF SHINGLE ROOF PER R 905.2.8.5.

VENTILATION:

ATTIC VENTILATION NEEDS TO BE AT LEAST 1/150 OF THE AREA WITH 50% REQUIRED VENTING LOCATED AT LEAST 3' ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF REQUIRED VENTING PROVIDED BY EAVES OR CORNICE VENTS AND SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE. THE AREA OF VENTILATION MAY BE REDUCED TO 1/300 PROVIDED A VAPOR RETARDER IS INSTALLED ON THE WARM SIDE OF THE ATTIC INSULATION. (2019 CBC 1203.2)

RADIANT BARRIER

*RADIANT BARRIER: THE RADIANT BARRIER SHALL HAVE AN EMITTANCE VALUE OF LESS THAN OR EQUAL TO 0.05 AND BE INSTALLED IN THE UPPER PORTION OF THE BUILDING'S TRUSS/RAFTERS, COVERING THE ENTIRE ROOF/ATTIC (INCLUDING ALL GABLE END), WITH THE REFLECTIVE SURFACE FACING DOWN TOWARD THE ATTIC.

EXTERIOR FINISHES

ALL EXPOSE PLYWOOD TO BE EXTERIOR GRADE.
ALL EXPOSE TRIM AND PLYWOOD TO BE RESAWN.

ROOF NOTES

ROOF SHEATHING TO BE 1/2" PLYWOOD SHEATHING W/ 1 X SOLID SHEATHING AT ALL OVERHANGS.

ROOF COVERINGS SHALL BE MIN. CLASS 'A' ASSEMBLY

TYPICAL ROOF OVERHANG AT RAKE CONDITION TO BE 12" UNLESS NOTED OTHERWISE ON PLAN
EXTERIOR LATH: PROVIDE TWO LAYERS OF GRADE D PAPER OVER ALL WOOD BASE SHEATHING.

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING & CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

CLIENT:

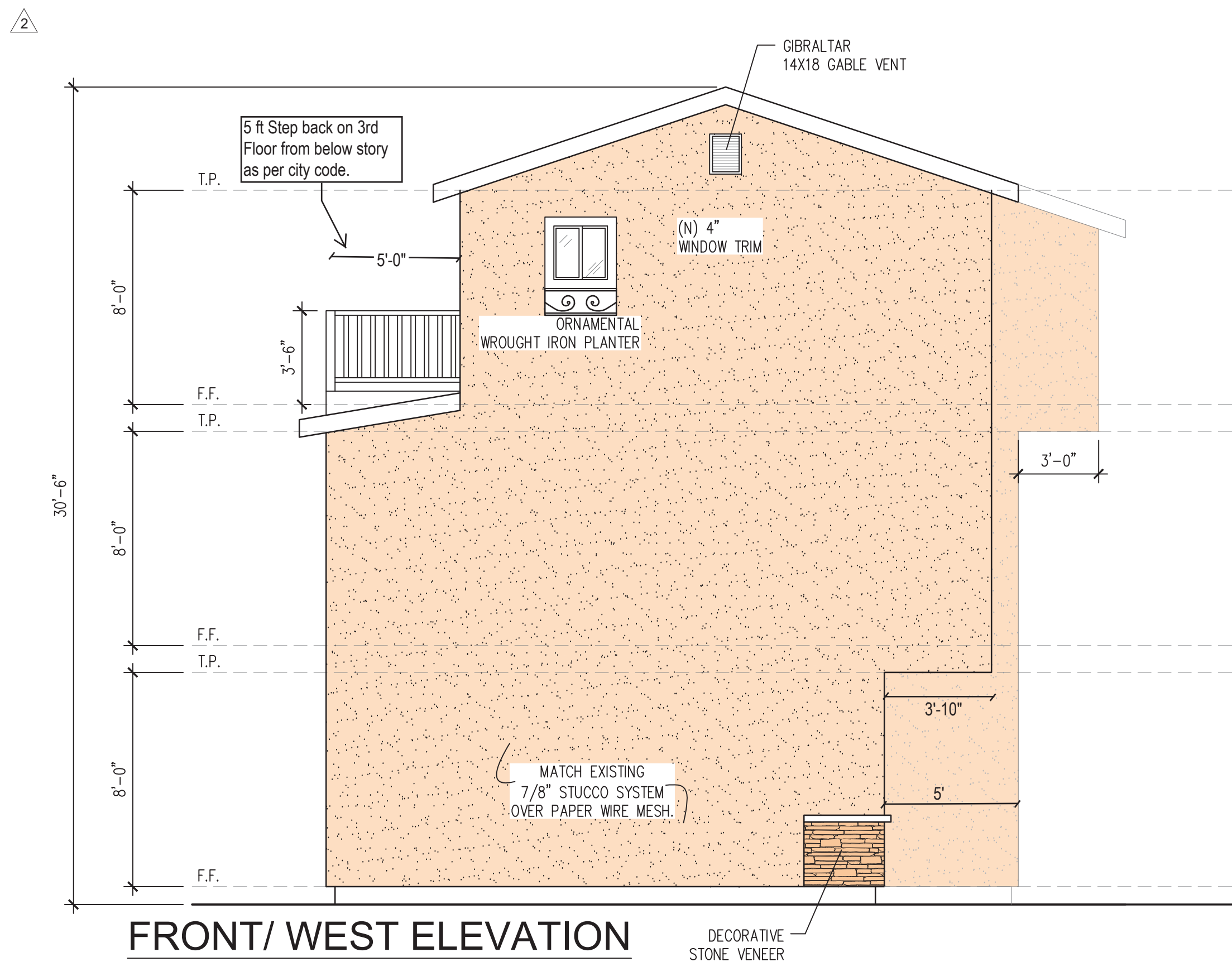
MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720

562.481.6227
NFARARJI@GMAIL.COM

LOCATION:

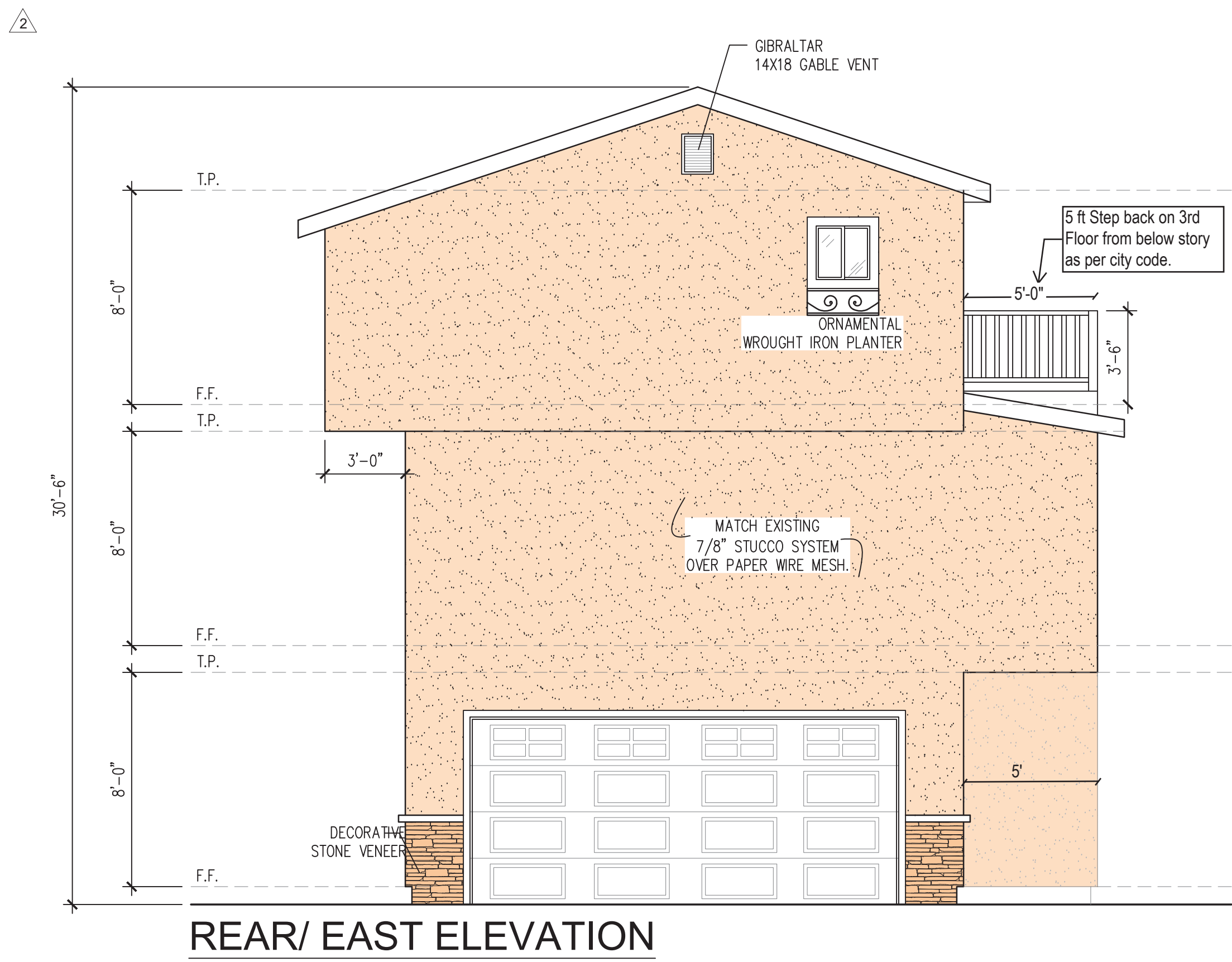
10912 WALNUT ST
LOS ALAMITOS, CA 90720

date:	drawn by:
DECEMBER 2023	B.B.
scale:	title:
1/4"=1'	COLOR ELEVATIONS
sheet:	A3.0



FRONT/ WEST ELEVATION
GARAGES #1-4/ UNITS 1-4

SCALE:1/4"=1'-0"



REAR/ EAST ELEVATION
GARAGES #1-4/ UNITS 1-4

SCALE:1/4"=1'-0"

NOTE: WOOD FRAMING MEMBERS THAT REST ON CONCRETE OR MASONRY EXTERIOR FOUNDATION LESS THAN 8 INCHES FROM EXPOSED EARTH SHALL BE OF NATURALLY DURABLE OR PRESERVATIVE-TREATED WOOD.

REQUIRE DRIP EDGE AT EAVES AND RAKE EDGES OF SHINGLE ROOF PER R 905.2.8.5.

VENTILATION:
ATTIC VENTILATION NEEDS TO BE AT LEAST 1/150 OF THE AREA WITH 50% REQUIRED VENTING LOCATED AT LEAST 3' ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF REQUIRED VENTING PROVIDED BY EAVES OR CORNICE VENTS AND SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE. THE AREA OF VENTILATION MAY BE REDUCED TO 1/300 PROVIDED A VAPOR RETARDER IS INSTALLED ON THE WARM SIDE OF THE ATTIC INSULATION. (2019 CBC 1203.2)

RADIANT BARRIER

*RADIANT BARRIER: THE RADIANT BARRIER SHALL HAVE AN EMITTANCE VALUE OF LESS THAN OR EQUAL TO 0.05 AND BE INSTALLED IN THE UPPER PORTION OF THE BUILDING'S TRUSS/RAFTERS, COVERING THE ENTIRE ROOF/ATTIC (INCLUDING ALL GABLE END), WITH THE REFLECTIVE SURFACE FACING DOWN TOWARD THE ATTIC.

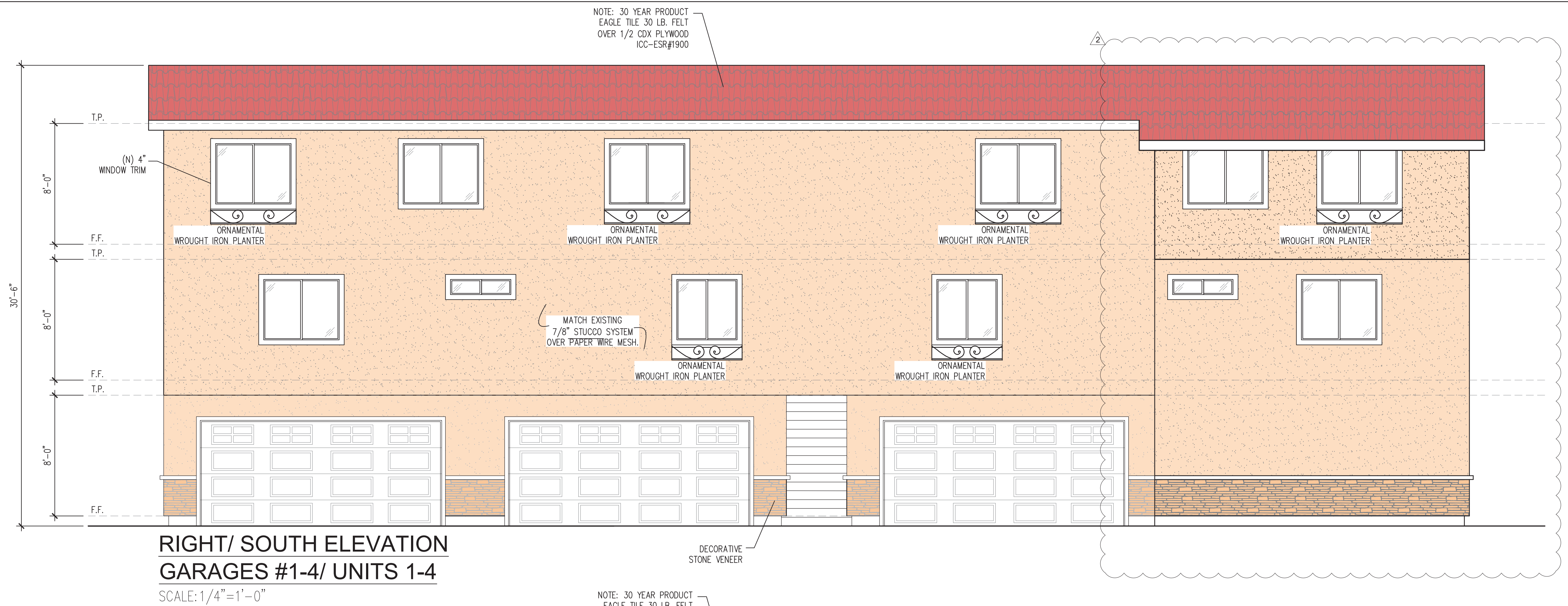
EXTERIOR FINISHES

ALL EXPOSE PLYWOOD TO BE EXTERIOR GRADE.
ALL EXPOSE TRIM AND PLYWOOD TO BE RESAWN.

ROOF NOTES

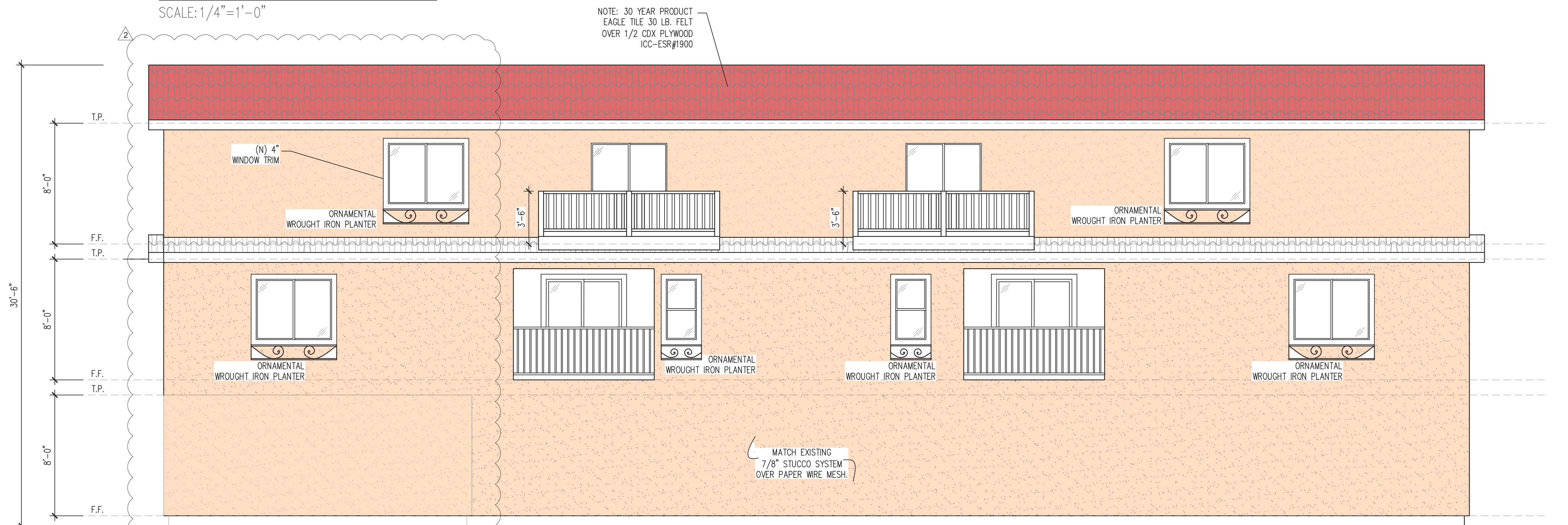
ROOF SHEATHING TO BE 1/2" PLYWOOD SHEATHING W/ 1 X SOLID SHEATHING AT ALL OVERHANGS.
ROOF COVERINGS SHALL BE MIN. CLASS 'A' ASSEMBLY

TYPICAL ROOF OVERHANG AT RAKE CONDITION TO BE 12" UNLESS NOTED OTHERWISE ON PLAN
EXTERIOR LATH: PROVIDE TWO LAYERS OF GRADE D PAPER OVER ALL WOOD BASE SHEATHING.



RIGHT/ SOUTH ELEVATION
GARAGES #1-4/ UNITS 1-4

SCALE: 1/4"=1'-0"



LEFT/ NORTH ELEVATION
GARAGES #1-4/ UNITS 1-4

SCALE: 1/4"=1'-0"

NOTE: WOOD FRAMING MEMBERS THAT REST ON CONCRETE OR MASONRY EXTERIOR FOUNDATION LESS THAN 8 INCHES FROM EXPOSED EARTH SHALL BE OF NATURALLY DURABLE OR PRESERVATIVE-TREATED WOOD.

REQUIRE DRIP EDGE AT EAVES AND RAKE
EDGES OF SHINGLE ROOF PER R 905.2.8.5.

VENTILATION:
ATTIC VENTILATION NEEDS TO BE AT LEAST 1/150 OF THE AREA WITH 50% REQUIRED VENTING LOCATED AT LEAST 3' ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF REQUIRED VENTING PROVIDED BY EAVES OR CORNICE VENTS AND SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE. THE AREA OF VENTILATION MAY BE REDUCED TO 1/300 PROVIDED A VAPOR RETARDER IS INSTALLED ON THE WARM SIDE OF THE ATTIC INSULATION. (2019 CBC 1203.2)

RADIANT BARRIER

*RADIANT BARRIER: THE RADIANT BARRIER SHALL HAVE AN EMITTANCE VALUE OF LESS THAN OR EQUAL TO 0.05 AND BE INSTALLED IN THE UPPER PORTION OF THE BUILDING'S TRUSS/RAFTERS, COVERING THE ENTIRE ROOF/ATTIC (INCLUDING ALL GABLE END), WITH THE REFLECTIVE SURFACE FACING DOWN TOWARD THE ATTIC.

EXTERIOR FINISHES

ALL EXPOSE PLYWOOD TO BE EXTERIOR GRADE.
ALL EXPOSE TRIM AND PLYWOOD TO BE RESAWN.

ROOF NOTES

ROOF SHEATHING TO BE 1/2" PLYWOOD SHEATHING W/ 1 X SOLID SHEATHING AT ALL OVERHANGS.
ROOF COVERINGS SHALL BE MIN. CLASS 'A' ASSEMBLY

TYPICAL ROOF OVERHANG AT RAKE CONDITION TO BE 12" UNLESS NOTED OTHERWISE ON PLAN
EXTERIOR LATH: PROVIDE TWO LAYERS OF GRADE D PAPER OVER ALL WOOD BASE SHEATHING.

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING &
CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	1 REVISION
JAN./2024	2 REVISION

CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720

562.481.6227
NFARARJI@GMAIL.COM

LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date:	drawn by:
DECEMBER 2023	B.B.
scale:	title:
1/4"=1'	COLOR ELEV. CONT.

sheet:

A3.1

COPYRIGHT NOTICE:

THESE DRAWINGS ARE THE PROPERTY OF SERGIO ENGINEERING & CONSTRUCTION LLC AND MAY NOT BE REPRODUCED OR MODIFIED IN ANYWAY WITHOUT CONSENT

SERGIO ENGINEERING & CONSTRUCTION LLC

16255 ORGEON AVE.
BELLFLOWER, CA 90706
MOBILE: 949-870-7371

REVISIONS:

DATE	DESCRIPTION
NOV./2023	REVISION
JAN./2024	REVISION

CLIENT:

MAGNUM PROPERTY LLC
NADER FARARJI
11662 WEATHBY RD
LOS ALAMITOS, CA 90720

562.481.6227
N FARARJI@GMAIL.COM

LOCATION:

10912 WALNUT ST
LOS ALAMITOS, CA 90720

date:

DECEMBER 2023

drawn by:

B.B.

scale:

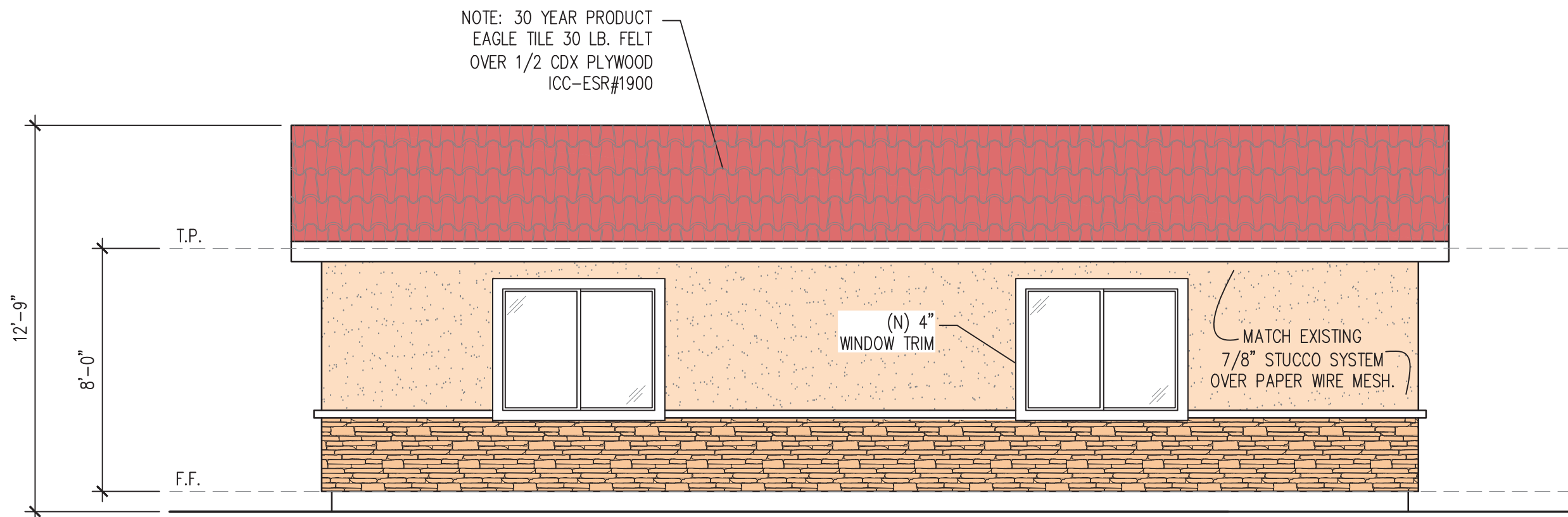
1/4"=1'

title:

COLOR
ELEV. CONT.

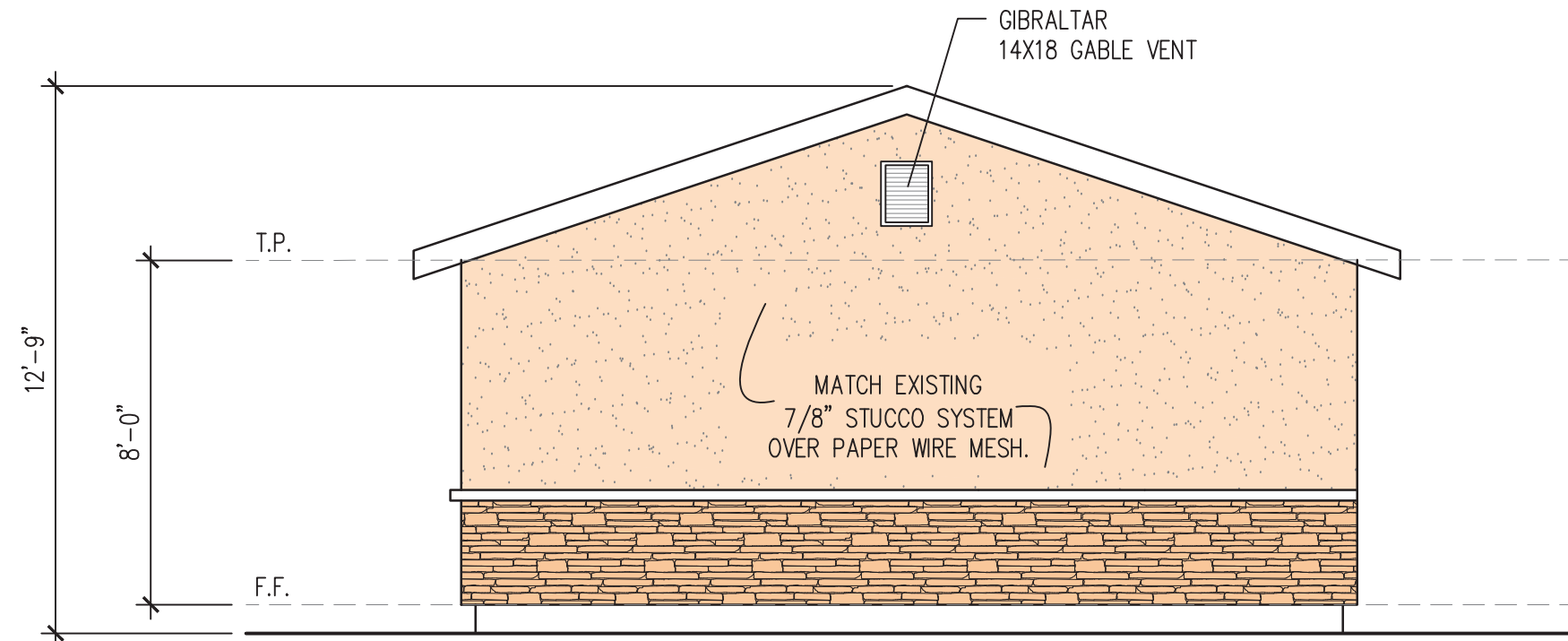
sheet:

A3.2



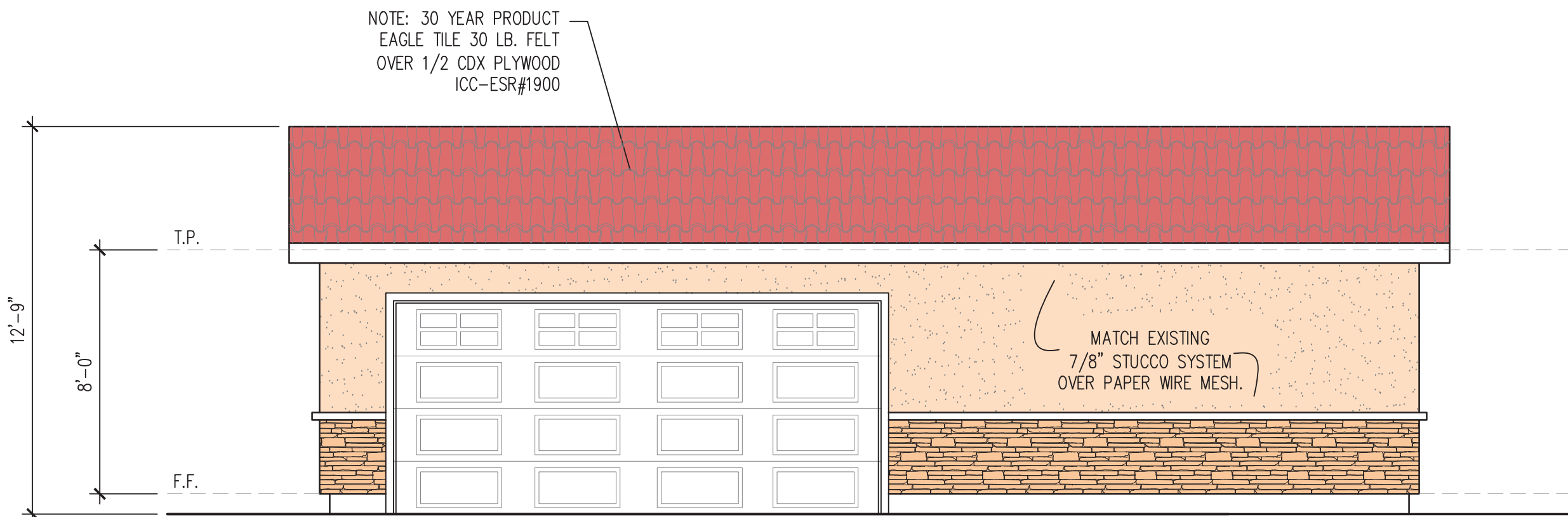
FRONT/ WEST ELEVATION
STORAGE & GARAGE #5

SCALE: 1/4"=1'-0"



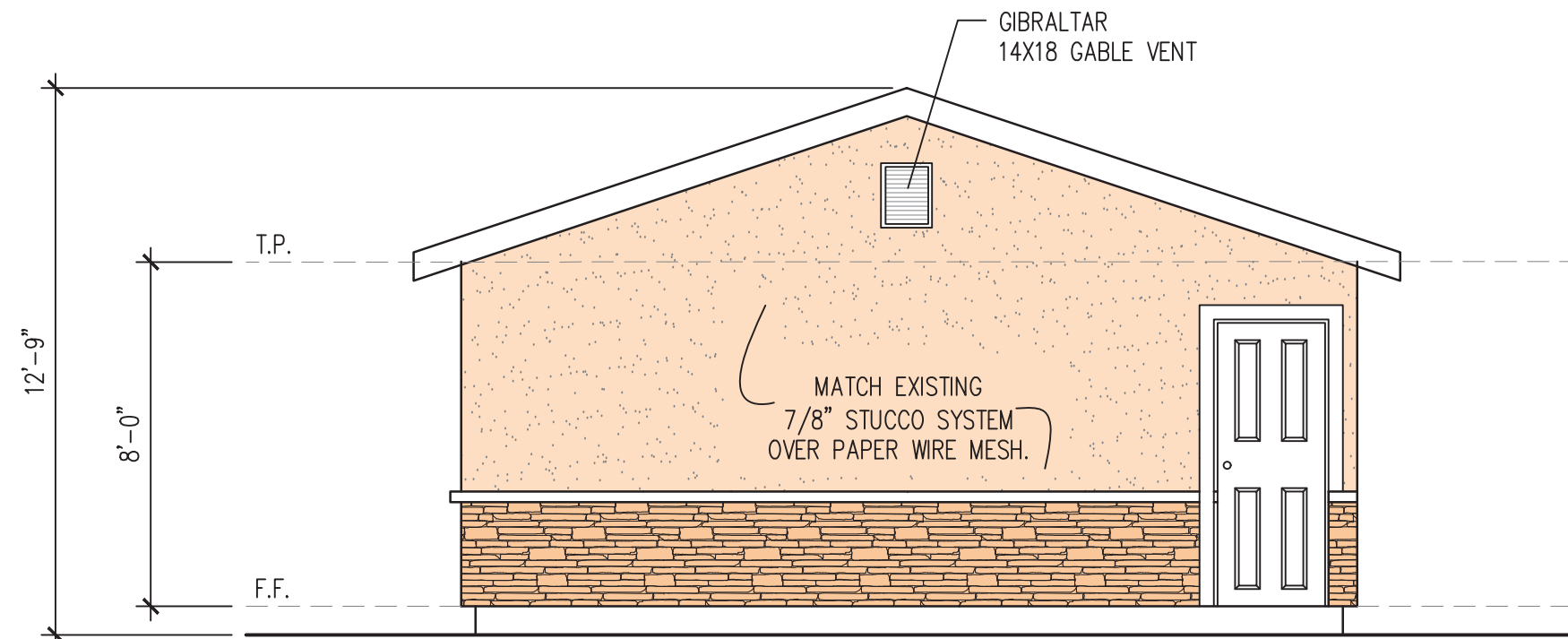
RIGHT/ SOUTH ELEVATION
STORAGE & GARAGE #5

SCALE: 1/4"=1'-0"



REAR/ EAST ELEVATION
STORAGE & GARAGE #5

SCALE: 1/4"=1'-0"



LEFT/ NORTH ELEVATION
STORAGE & GARAGE #5

SCALE: 1/4"=1'-0"

NOTE: WOOD FRAMING MEMBERS THAT REST ON CONCRETE OR MASONRY EXTERIOR FOUNDATION LESS THAN 8 INCHES FROM EXPOSED EARTH SHALL BE OF NATURALLY DURABLE OR PRESERVATIVE-TREATED WOOD.

REQUIRE DRIP EDGE AT EAVES AND RAKE EDGES OF SHINGLE ROOF PER R 905.2.8.5.

VENTILATION:

ATTIC VENTILATION NEEDS TO BE AT LEAST 1/150 OF THE AREA WITH 50% REQUIRED VENTING LOCATED AT LEAST 3' ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF REQUIRED VENTING PROVIDED BY EAVES OR CORNICE VENTS AND SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE. THE AREA OF VENTILATION MAY BE REDUCED TO 1/300 PROVIDED A VAPOR RETARDER IS INSTALLED ON THE WARM SIDE OF THE ATTIC INSULATION. (2019 CBC 1203.2)

RADIANT BARRIER

*RADIANT BARRIER: THE RADIANT BARRIER SHALL HAVE AN EMITTANCE VALUE OF LESS THAN OR EQUAL TO 0.05 AND BE INSTALLED IN THE UPPER PORTION OF THE BUILDING'S TRUSS/RAFTERS, COVERING THE ENTIRE ROOF/ATTIC (INCLUDING ALL GABLE END), WITH THE REFLECTIVE SURFACE FACING DOWN TOWARD THE ATTIC.

EXTERIOR FINISHES

ALL EXPOSE PLYWOOD TO BE EXTERIOR GRADE.
ALL EXPOSE TRIM AND PLYWOOD TO BE RESAWN.

ROOF NOTES

ROOF SHEATHING TO BE 1/2" PLYWOOD SHEATHING W/ 1 X SOLID SHEATHING AT ALL OVERHANGS.

ROOF COVERINGS SHALL BE MIN. CLASS 'A' ASSEMBLY

TYPICAL ROOF OVERHANG AT RAKE CONDITION TO BE 12" UNLESS NOTED OTHERWISE ON PLAN
EXTERIOR LATH: PROVIDE TWO LAYERS OF GRADE D PAPER OVER ALL WOOD BASE SHEATHING.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT (SDP) 23-01 TO PERMIT CONSTRUCTION OF A 3,490 SQUARE FOOT, THREE-STORY, FOUR-UNIT BUILDING PROJECT ON A VACANT PARCEL AT 10912 WALNUT STREET IN THE MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3), APN 242-202-06 (APPLICANT: SIRAJ ABOULHOSN).

WHEREAS, an application for a Site Development Permit was submitted by Siraj Aboulhosen on behalf of the property owner of 10912 Walnut Street for approval a 3,490 square foot, three-story, four-unit building on a vacant parcel at 10912 Walnut Street on a vacant in the Multiple Family Residential (R-3) Zoning District; and,

WHEREAS, said verified submission constitutes an application as required by Chapter 17.44 Site Development Permit of the Los Alamitos Municipal Code (LAMC); and,

WHEREAS, at a duly noticed public hearing on December 5, 2023, the Planning Commission deadlocked on a motion to approve the project application and, in so doing, denied said application with a split vote of two ayes, two nays, one recusal, and two absent; and,

WHEREAS, any decision of the Planning Commission may be appealed to the City Council. The appeal hearing shall be de novo and the City Council may approve, approve with conditions, or disapprove the matter; and,

WHEREAS, Siraj Aboulhosen on behalf of the property owner of 10912 Walnut Street timely filed an appeal from the Planning Commission denial, requesting approval Site Development Permit (SDP) 23-01 to construct a 3,435 square foot, three-story, four-unit building on a vacant parcel at 10912 Walnut Street on a vacant in the Multiple Family Residential (R-3) Zoning District; and,

WHEREAS, the City Council considered said application at a duly noticed public hearing on January 16, 2024; and,

WHEREAS, at this public hearing the applicant, applicant's representatives, and members of the public were provided the opportunity to present written and oral testimony; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. The City Council hereby makes the following findings made in accordance with Section 17.44.060 of the LAMC, which is based on all of the evidence presented, both written and oral;

1. The proposed project is allowed within the subject zone: constructing additional residential units, up to the zone density, are a permitted use in the Multiple Family Residential (R-3) Zoning District.
2. The proposed project complies with all of the applicable criteria identified in 17.44.030(B) (Application Processing, Filing, and Review—Generally), which include:
 - i. Compliance with this title and all other applicable City regulations and policies. The proposed project has been compared to, and complies with, the Los Alamitos Zoning Code (Title 17) and all other applicable City regulations and policies.
 - ii. Efficient site layout and design; The layout and design of the project are efficient.
 - iii. Applicable environmental review; Pursuant to the California Environmental Quality Act (CEQA) Guidelines, a categorical exemption for a Section 15332, Class 32, for in-fill development projects, will be prepared for the proposed project in accordance with the California Environmental Quality Act (CEQA) Guidelines.
 - iv. Compatibility with neighboring properties and developments with regard to setbacks, building heights, massing, location of parking facilities, and similar site design and building design features that shape how a property appears within a broader, definable neighborhood or zone context; The new structure will be compatible in design for this location, and is of a style that has become customary in this zone of the City. The structure will be newly built and will be easily serviceable and add to the value of the surrounding community. The project area is in the Multiple Family Residential zone and is intended to have limited environmental impact in terms of noise, traffic, odors, hazardous materials use/production, and vibration. The setbacks for the project follow the development standards of the zone.

v. Efficiency and safety of public access and parking and loading facilities; The site will now enter from the alley as required by the current code, and 2.5 feet in the length of the property will be dedicated to the alley for widening,

vi. The compatibility in scale and aesthetic treatment of proposed structures with public areas; The design is in harmony with existing development and has been designed to blend with surrounding structures.

vii. The adequacy of proposed driveways, landscaping, parking spaces, onsite and off-site parking, pedestrian improvements; The new addition will be adequately accommodated by the new on-property parking and driveways.

viii. The placement and use of private open space; The addition of private open space through a balcony is included as a part of this project.

ix. The use of design techniques such as façade articulation, use of a smooth stucco building finish, window trim, varied rooflines, and stepped-back areas to break up building massing; The new structure will marginally meet a minimum standard for design.

x. Privacy considerations with regard to the placement and orientation balconies and windows; There is no view or orientation toward other residential windows and no problematic window placements toward other residential buildings.

xi. Appropriate open space and use of water-efficient landscaping both to enhance overall site design and to provide privacy screening; The Applicant will be required to comply with the City's water conservation ordinances in accordance with Chapter 13.04 (Water Conservation), Chapter 13.05 (Water Efficient Landscaping) of the Los Alamitos Municipal Code, and any provisions in the California Green Code.

xii. Consistency with the General Plan and any applicable specific plan; The use is consistent with the R-3 Zone, and with the General Plan through policies such as:

Land Use Policy 4.4 Scale and Character. Ensure that all new development in residential neighborhoods is compatible with the scale and character of the surrounding neighborhood.

And,

Land Use Action 4.5 Development standards. Review development standards in residential zoning districts to provide specific guidance

on maximum development intensity, minimum open space, and minimum setback standards to ensure that all new development in residential neighborhoods is compatible with the surrounding scale and character.

xiii. Consistency with any adopted design guidelines, policies, and standards applicable to the property and in particular, the provisions of Section 17.08.045 (Design Standards). The project minimally follows the Code Design Standards.

3. The proposed project is in keeping with the character of the neighborhood, in terms of the structure(s) general appearance; The design and layout of the structure would not interfere with the neighboring development. It is surrounded by similar homes.

4. The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, texture, and color, and will remain aesthetically appealing and retain an appropriate level of maintenance; The design of the project and ease of maintenance for this home would provide an acceptable environment for the residents, and the visiting public, and neighbors through a satisfactory use of materials and texture.

The proposed development would not be detrimental to the public health, safety, or welfare or materially injurious to the properties or improvements in the vicinity. (Ord. 19-03 § 3, 2019); The new residential unit will not change the character of the multiple family residential area, as small infill projects are generally a quiet and inconspicuous land use for a city.

SECTION 3. Based upon such findings and determinations, the City Council hereby approves the application described above subject to the following conditions:

1. Approval of this application is to approve a 3,490 square foot, three-story, four-unit building project on a vacant parcel at 10912 Walnut Street in the Multiple Family Residential (R-3) Zoning District with such additions, revisions, changes or modifications as required by the City Council for Site Development Permit noted thereon, and on file in the Development Services Department (Exhibit A). Subsequent submittals for this project shall be consistent with such plans and in compliance with the applicable land use regulations of the Los Alamitos Municipal Code. If any changes are proposed regarding the location or alteration of the plans dated Revision December 2023 (as may be amended during the hearing), a request for an amendment of this approval must be submitted to the Development Services Director. If the Development Services Director determines that the proposed change or changes are consistent with the provisions and spirit of intent of this approval action, and that such action would have been the same with the proposed change or changes as for the proposal

approved herein, the amendment may be approved by the Development Services Director without requiring a public meeting.

2. The duration of the Site Development Permit approval shall be twenty-four (24) months from the date the site plan is approved. If construction is commenced within this twenty-four (24) month period and construction is being pursued diligently toward completion, the Site Development Permit approval shall stay in full force and effect.
3. The Development Services Director may, upon receipt in writing from the applicant before the expiration date, grant an extension of time up to twelve (12) months maximum. If an extension of time is not granted, the Site Development Permit approval shall expire and a new application shall be made.
4. The applicant shall defend, indemnify, and hold harmless the City of Los Alamitos, its agents, officers, or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City, its legislative body, advisory agencies or administrative officers for the subject application. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent, but should it do so, the City shall waive the indemnification herein, except the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
5. The property owner/applicant shall file an Acknowledgment of Conditions of Approval with the Development Services Department within 30 days of final approval of all resolutions. The property applicant shall be required to record the Acknowledgment of these Conditions of Approval with the Office of the Orange County Recorder and proof of such recordation shall be submitted to the Development Services Department prior to the issuance of any permits.
6. Failure to satisfy and/or comply with the conditions herein may result in a recommendation to the Planning Commission and/or City Council for revocation of this approval.
7. The applicant shall comply with applicable City, County, and/or State regulations.
8. The applicant shall be required to comply with the Seismic Hazards Mapping Act of 1990, including the Guidelines for Evaluating and Mitigating Seismic Hazards in California 1997.

9. All electrical, telephone, CATV and similar utility services, which provide service to the proposed development, shall be installed underground in a manner meeting the approval of the appropriate department or agency, where possible.
10. The applicant and applicant's successors in interest shall be responsible for payment of all applicable fees.
11. California Government Section 66020(d)(1) requires that the project applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including planning processing fees, building permit fees are not included under this noticing requirement.
12. Pursuant to Government Code Section 66020(d)(1), the applicant is hereby notified that fees, dedications, reservations and other exactions imposed upon the development, which are subject to notification, are as follows:

Fees:	n/a
Dedications:	n/a
Reservations:	n/a
Other Exactions:	n/a

The applicant may appeal the imposition or amount of the fees described above within ninety (90) days following the adoption of this resolution and pursuant to the procedures set forth in the Government Code.

13. The applicant/operator shall submit complete plans, including necessary engineered drawings, for plan check prior to building permit application for any tenant improvements.
14. All demolition and construction shall be done in accordance with Los Alamitos Municipal Code Demolition Chapter 8.13.
15. Project plans for the development shall be subject to a complete code compliance review with the Development Services Department when the plans are submitted for plan check and shall comply with all applicable City of Los Alamitos ordinances, regulations, and policies prior to building permit issuance, including, but not limited to, the requirements established or authorized by Title 15, 16, and 17 of the City of Los Alamitos Municipal Code.
16. The site shall be kept reasonably clean during construction and maintained in a safe, nuisance, and hazard-free condition. Dust control measures shall be employed to include spraying water on dry soil to ensure dust does not migrate onto adjacent properties.

17. During construction, the site shall be maintained and kept clear of all trash, weeds, and overgrown vegetation.
18. The project shall comply with all requirements of Chapter 17.20, Noise Control, of the Los Alamitos Municipal Code.
19. Hours and days of demolition, grading, and construction operations shall be prohibited between the hours of 8:00 P.M. and 7:00 A.M. on weekdays and Saturday. There shall be no construction activities on Sunday or a Federal holiday celebrated by the City of Los Alamitos without express approval by the Development Services Director.
20. Periods of construction during which noise levels may have an adverse impact on nearby uses shall be limited as follows: 7:00 a.m. until 8:00 p.m. Monday thru Saturday and not at all on Sunday or federal holidays.
21. Detailed hardscape, landscape, and irrigation plans are to be prepared by a licensed landscape architect. Such plans will be designed in accordance with the "Landscape and Irrigation Design Requirements" of the City and approved by the Director prior to the commencement of construction. Any landscape and irrigation plan shall be submitted for review and comply with the City's Xeriscape Ordinance (Ord. No. 563). All required landscaping and irrigation shall be installed prior to the issuance of a Certificate of Occupancy.
22. Landscaping shall comply with the City's water conservation ordinances in accordance with Chapter 13.04 (Water Conservation) and Chapter 13.05 (Water Efficient Landscaping) of the Los Alamitos Municipal Code.
23. All landscaping on the site, including, without limitation, trees, shrubs and other vegetation, drainage and irrigation systems, shall be permanently maintained in good, first class condition, healthy, without deterioration, free of waste and debris, through all phases of construction and after. Dead or diseased plants shall be promptly replaced with landscaping similar in type, size, and quality. Automatic Irrigation systems shall be properly maintained and other reasonable and adequate landscape maintenance facilities and procedures shall be provided to fulfill the foregoing requirements.
24. Prior to permit issuance applicant shall submit a lighting plan to the Development Services Department to the satisfaction of the Development Services Director. The applicant shall provide adequate exterior lighting that maintains performance standards and directs light only on the subject property as described in Chapter 8.48 *Lighting Performance Standards* in the Los Alamitos Municipal Code.
25. All exterior mechanical equipment shall be screened from view.

26. All utility meters, when not enclosed in a cabinet, shall be screened from view from any place on or off site, by either plant materials or decorative screen, while allowing sufficient access for reading.
27. Any signs shall comply with the provisions under Chapter 17.26 (Signs) of the Los Alamitos Municipal Code and shall be subject to the approval of the Development Services Director.
28. The Applicant shall maintain 12 parking spaces that meet the dimensions required by the City's Municipal Code, on the site, for this approval, unless part of that parking is removed for the construction of Accessory Dwelling Units.
29. All water runoff must be designed to infiltrate the ground on the site.
30. All code enforcement issues shall be remedied prior to any building permit issuance.
31. The enclosed garage spaces shall be equipped with functional, automatic garage door openers.
32. The applicant shall provide adequate exterior lighting for each residential unit that maintains performance standards as described in Chapter 8.48 Lighting Performance Standards in the Los Alamitos Municipal Code. All lighting structures shall be placed to confine direct rays to the subject property.
33. The applicant shall provide an illuminated uniform address number shall be installed at each apartment entryway.
34. Above ground utility equipment (e.g., electrical, gas, telephone, and cable TV) shall be screened if located in the front yard area of each unit, within the front yard setback, common open space area, or any parking spaces or sidewalks, and shall be screened to the satisfaction of the Development Services Director.
35. The parcel shall be developed in a manner that ensures visibility across the corners of the intersecting streets, alleys, and private driveways.
36. All ground-mounted heating and air conditioning equipment may be placed in the side yard setback areas provided that the equipment does not project more than 24 inches into a required side yard setback area, and in no case shall the equipment be placed closer than 36 inches to a side property line. The placement of the ground-mounted heating and air conditioning equipment shall also be located at least 12 feet from any window of a neighboring dwelling, as measured from the farthest projected edge of the equipment to the closest edge of window. The placement of ground-mounted heating and air conditioning equipment shall comply with the provisions set forth in Chapter 17.20 (Noise).

Mitigations such as block wall enclosures may be required to mitigate sound impacts at the property line.

BUILDING DEPARTMENT

37. The Applicant shall submit grading and building plans for review.

ENGINEERING AND PUBLIC WORKS

38. The applicant shall provide 4-foot sidewalks and gutters with the latest ADA accessibility features required by state and federal law.
39. There shall not be any vehicle access from Walnut.
40. The Applicant shall submit Improvement Plans prepared by a Registered Civil Engineer for public works (off-site) improvements, and on-site improvements. Plan check fees shall be paid in advance.
41. An on-site grading and drainage plan shall be prepared and submitted to the City Engineer for approval. Plan shall be 24" x 36", with elevations to nearest 0.01 foot, minimum scale 1" = 20'. A Registered Civil Engineer shall prepare plan. Public works improvements may be shown on this plan. Grading plan check fees must be paid in advance.
42. Hydrologic and hydraulic calculations demonstrating adequate site drainage from a 10-year return frequency storm (25-year frequency in sump areas) prepared by a Registered Civil Engineer shall be submitted with the Grading Plan.
43. Parking lot slope shall be a minimum slope of 1%.
44. Driveway slope shall be a minimum slope of one (1) percent for asphalt and .5% for concrete.
45. If utility cuts in the street are excessive, the street must be have a grid and overlay place on it per the satisfaction of the City Engineer.
46. All existing off-site public improvements (sidewalk, curb & gutter, driveways, and street paving) at the development site which are in a damaged condition or demolished due to the proposed work shall be reconstructed to the satisfaction of the City Engineer, and per OCPFRD Standard Plan.
47. A City public works permit shall be taken out for all work in public right-of-way prior to start of work. All work shall be done in accordance with APWA Standards and to the satisfaction of the City Engineer and must be completed before issuance of Certificate of Occupancy.

48. A bond or surety device shall be posted with the City in an amount and type sufficient to cover the amount of off-site and on-site work to be done, as approved by the City Engineer.
49. Pad certification by the Design Civil Engineer and Soil Engineer is required prior to the commencement of structural construction.
50. Final compaction report prepared by a qualified Soil Engineer shall be submitted to the City Engineer for review and approval prior to the commencement of structural construction.
51. The Applicant shall install 1-2 new trees on Walnut Street evenly spaced in the parkway in front of the subject parcel. Please call the public works Superintendent at 562-431-3538 for type and specifications.
52. The Applicant shall install irrigation to each of the City trees planted. The irrigation shall be a bubbler sprinkler NOT a tree well type of bubbler sprinkler.
53. The Applicant shall dedicate 2½ feet of the property to the City to widen the alley by occupancy of the units.

ROSSMOOR/LOS ALAMITOS SEWER DISTRICT

54. The Applicant shall provide the Sewer District with the engineering plans and proposed sewage flow for the project before connecting to the District's sewer.
55. The Applicant shall comply with all requirements of the Rossmoor/Los Alamitos Area Sewer District for sewer connections and sewer improvements.
56. The Applicant shall pay all applicable Sewer District connection, permit, and plan check and inspection fees.

OCFA

57. The OCFA has reviewed the proposed project and based on this initial assessment there does appear to be significant concerns related to fire department requirements. If you need additional information, or clarification, please contact me by phone or email: (714) 573-6110, andyguzman@ocfa.org.
 - a. Group-R occupancies that are required by CBC 1031.1 to have rescue openings shall have a walkable path free of obstructions between the fire lane and each rescue opening. In addition, a clear, flat space for laddering rescue openings shall be provided beneath each rescue opening. The applicant must demonstrate by illustrating on the plan that the required laddering pads will fit within the required distances to property boundaries and other structures. See OCFA Guideline B-01, pages 21 through 23.

- b. The plan does not show the all the public fire hydrants within 300-feet of the property or illustrate the location and distances to the property.
- c. The plan does not illustrate the 150-feet “Hose Pull” distance to the most remote point of the exterior wall around the building. See OCFA Guideline B-01, page 19.

SECTION 4. Based upon such findings and determinations, the City Council hereby approves Site Development Permit 23-01, as represented by the plans and elevations in “Exhibit A” and subject to the conditions herein.

SECTION 5. The Secretary of the City Council shall forward a copy of this Resolution to the applicant and any person requesting the same, and Staff shall file a Notice of Determination with the County Clerk.

PASSED, APPROVED, AND ADOPTED this 20th day of February 2024, by the following vote:

ATTEST:

Jordan Nefulda, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, City Clerk, of the City of Los Alamitos, do hereby certify

that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of February 2024, by the following vote, to wit:

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

Windmera Quintanar, CMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

ITEM NUMBER: 13A

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Emeline Noda, Director of Recreation & Community Services

Subject: Senior Services Master Plan Update

SUMMARY

This item for Council consideration is an update on the Senior Services Master Plan project approved at the October 23, 2023 regular Council Meeting.

RECOMMENDATION

Council receive, discuss and designate a City Council representative to serve on a Senior Advisory Advocate Committee for the Senior Services Master Plan.

BACKGROUND

At the October 23, 2023 regular meeting, City Council voted unanimously for staff to move forward in formulating a Senior Services Master Plan, including allocating up to \$70,000 to contract with a consultant to assist in the development of the plan by December 2024.

DISCUSSION

Since approval of the plan to move forward in the creation of a Senior Services Master Plan, staff has identified and selected Gero Fusion as the consulting company to work with on the project. Staff met with Dr. Laura Zettel-Watson and Dr. Melanie Mallers of California State University Fullerton and Gero Fusion to establish goals of the project, determine focus groups and a general timeline as follows:

1. Identify key questions and focus groups – January through March 2024
2. Develop measures – April through May 2024
3. Develop methods – April through May 2024
4. Data collection utilizing focus groups – May through July 2024
5. Preliminary findings – late October through early November 2024

The goal for the Senior Services Master Plan is to be completed by December 2024.

This plan involves the entire City of Los Alamitos team with all Departments involved throughout the development or execution of the plan. It provides a unique opportunity for teamwork in satisfying the needs of current and future senior programs. Support from additional Departments within the City of Los Alamitos includes:

- Los Alamitos Police Department – guidance on the safety of seniors in the City of Los Alamitos, assisting in identifying Los Alamitos seniors living in isolation or those in need of additional resources
- Finance Department – identifying additional funding sources for future programs or infrastructure, assisting with contracts and vendors
- Development Services – identifying infrastructure opportunities and Capital Improvement Projects (CIP), including maintenance of existing and future facilities to support expanded senior services and programs
- Human Resources – assisting in the recruitment and hiring of qualified staff to work directly with the senior population and in senior programming
- City Clerk/Director of Communications – assisting with communication and outreach efforts for the Senior Services Master Plan to obtain community feedback and outreach in executed future programming

The Los Alamitos City Council is invited to participate throughout the process along with the community through the outreach efforts in data collection in an individual needs assessment survey. Additionally, a designated representative from the body is requested to serve as a City Council representative to the Senior Advisory Advocate Committee for the project. The one-year committee will be made up of additional members of the senior community and those who serve this population, along with a member of the Los Alamitos Parks, Recreation and Cultural Arts Commission, who at their regular meeting on January 10, 2024, selected Commissioner Janet Gallagher to be the representative. The role of the Senior Advisory Advocate is to guide the Senior Services Master Plan team on senior-related issues facing Los Alamitos residents, provide suggestions on outreach and collaboration opportunities, focus groups, and other items related to the development of the Senior Services Master Plan.

FISCAL IMPACT

Council voted unanimously at the regular meeting on October 23, 2023 to allocate up to \$70,000 to fund the development of the Senior Services Master Plan.

Attachment: None