

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, May 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. Public Employee Evaluation

Title: City Manager
Authority: Government Code Section 54957

B. Conference with Real Property Negotiators

Property: 10911 Oak St., Los Alamitos, CA 90720

Agency Negotiator: Chet Simmons, City Manager

Negotiating Parties: Los Alamitos Unified School District

Under Negotiation: Price and terms of payment

4. PLEDGE OF ALLEGIANCE

Council Member Murphy will lead the Pledge of Allegiance

5. INVOCATION

Mayor Nefulda will give the Invocation.

6. PRESENTATIONS

- A. Presentation from Elected Representatives to Los Alamitos Police Department in Recognition of National Police Week**
- B. Presentation of a Certificate to Lina Lumme, of The Youth Center, in Recognition of Being Featured in the Mayor's Business Spotlight**
- C. Presentation of a Proclamation to the Public Works Team in Recognition of National Public Work's Week**
- D. Presentation by Carlos Oregon, Board Member, of Working Wardrobes Regarding Services Available**
- E. Presentation by Irving Montenegro, Jr., Development Services Manager, regarding MyLosAI App**

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. 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.

9. 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.

10. 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.

11. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic fund transfers for the period from April 1, 2024, to April 30, 2024.

Recommendation:

Ratify the Warrants from April 1, 2024, to April 30, 2024, for \$1,663,099.58.

Roll Call

Mayor Nefulda

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

12. 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 Regular Meeting Minutes of April 15, 2024, and the Adjourned Regular Meeting Minutes of April 29, 2024.

B. Adopt Ordinance 2024-01 - Noise Standard Exemptions Associated with Construction and Property Maintenance Activities (Development Services)

Consideration of a draft Ordinance concerning noise standard exemptions associated with construction and property maintenance activities.

Recommendation:

Adopt Ordinance No. 2024-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.20.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING NOISE STANDARD EXEMPTIONS ASSOCIATED WITH CONSTRUCTION AND PROPERTY MAINTENANCE ACTIVITIES (ZOA 23-05) (CITY INITIATED)."

C. Resolutions Pertaining to the November 5, 2024 General Municipal Election (Administration)

The City of Los Alamitos General Municipal Election will be held on Tuesday, November 5, 2024. It is the City's policy to consolidate the local election with the County of Orange. To enable such consolidation, it is necessary to adopt resolutions calling and giving notice of the election, requesting consolidation with the County, and adopting regulations pertaining to materials prepared by any candidate for a municipal election, including costs of candidates' statements.

Recommendation:

1. Adopt Resolution No. 2024-15 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY'S CHARTER"; and,
2. Adopt Resolution No. 2024-16 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE"; and,
3. Adopt Resolution No. 2024-17 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE'S STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024."

D. City Council Meeting Summer Schedule (Administration)

In recognition of the importance of having as many City Council members as possible present at Council meetings and with summer scheduling upon us, Staff thought it prudent to bring an item to the Council to ensure transparency and another layer of noticing the public of the change in Council meeting dates.

Recommendation:

Approve the following dates for City Council Adjourned Regular Meetings at 6:00 p.m.: Monday, June 24, 2024; Monday, July 22, 2024; Monday August 19, 2024 (no change); and, Monday, September 23, 2024.

E. 2024 Conflict of Interest Code Biennial Notice (Administration)

The Political Reform Act requires each city to review its conflict of interest code biennially and notify the City Council as to whether or not the code needs to be amended. The completed biennial notice must be submitted to the City Council no later than October 1, 2024.

Recommendation:

Receive and file the 2024 Conflict of Interest Code Biennial Notice.

F. City Council Travel and Reimbursement Policy (Administration)

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

Recommendation:

Adopt Revised Administrative Regulation 6.2 - City Council Travel and Reimbursement Policy.

G. Treasurer's Quarterly Investment Report - March 2024 (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 – March 2024.

H. Approval of the Request for Proposals (RFP) 2024-05 and Authorization to Bid Animal Control and Sheltering Services (Development Services)

This item recommends actions to facilitate the solicitation of bids for contractual services to provide animal control and sheltering services.

Recommendation:

1. Approve the Request for Proposals (RFP) 2024-05 Animal Control and Sheltering Services; and,
2. Authorize staff to advertise and solicit bid proposals.

I. Request for Proposals (RFP) for Signing and Striping Improvements on Lexington Drive between Katella Avenue and Farquhar Avenue (CIP 23/24-09) (Development Services)

Striping and pavement marking assist in maintaining safe and up-to-date standards that comply with current Federal and State guidelines. The City received several complaints regarding speeding, lack of parking, and corner visibilities along Lexington Drive between Katella Avenue and Farquhar Avenue. The City's Traffic Engineer evaluated the conditions and developed a plan to respond to residents' concerns.

Recommendation:

1. Approve the Request for Proposal (RFP) for the plans and specifications for the Signing and Striping Improvements on Lexington Drive between Katella Avenue and Farquhar Avenue (CIP 23/24-09); and,
2. Authorize Staff to advertise and solicit proposals.

J. Amended Joint Powers Agreement with Integrated Law and Justice Agency for Orange County (ILJAOC) (Police)

It has been seven years since the Integrated Law and Justice Agency for Orange County (ILJAOC) last reviewed and modified its Joint Powers Agreement. Following a question from the Board regarding the order of voting alternates appointed by the Orange County Chiefs and Sheriff's Association, the ILJAOC's Executive Director,

Recording Secretary, and Legal Counsel reviewed the Restated and Amended Joint Powers Agreement (the “Agreement”). The following describes the minor amendments proposed to further clarify the Agreement and ensure the practices of the Board conform with the requirements of the Agreement.

Recommendation:

Authorize the Mayor to execute the Joint Powers Agreement with Integrated Law and Justice Agency for Orange County to facilitate the integration and sharing of criminal justice information/data.

K. Award of Bid for Tree Maintenance Services (RFP 2024-01) (Development Services)

The deadline for responding to RFP 2024-01 was April 23, 2024. Nine proposals were received. Staff recommends awarding the bid to West Coast Arborists, Inc.(WCA) for the City's tree maintenance services.

Recommendation:

1. Award of bid for the tree maintenance services in the amount not to exceed \$105,000 annually for a three-year contract to West Coast Arborists, Inc.; and,
2. Authorize the City Manager to approve two optional three-year extensions subject to the Consumer Price Index (CPI) increase with a cap of 2.5%; and,
3. Authorize the City Manager to execute the contract with West Coast Arborists, Inc. in a form approved by the City Attorney.

L. Notice of Completion (NOC) for the Bloomfield Street Improvement Project (CIP No. 22/23-06) (Development Services)

The City of Los Alamitos hired a roadway contractor for street improvements to grind and overlay for the Bloomfield Street Rehabilitation Project (CIP No. 22/23-06) as part of the City's ongoing pavement management program. Staff recommends that Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contract Code.

Recommendation:

1. Accept as complete the construction by Hardy and Harper, Inc. for the Bloomfield Street Improvement Project (CIP No. 22/23-06); and,
2. Authorize the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$10,182.50, thirty-five (35) days after recordation of the Notice of Completion.

M. Amendment No. 1 to the Professional Services Agreement with Hirsch & Associates, Inc. (Development Services)

This item would extend the contract term to an existing agreement for construction management and inspection services for the Sterns Park Improvement Project.

Recommendation:

Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Hirsch and Associates, Inc. for construction management and inspection services for the Sterns Park Improvement Project, extending the term through December 14, 2024.

13. PUBLIC HEARING

A. Adoption of the Fiscal Year 2024-25 Annual Operating Budget (Finance)

City Charter Sections 1201-1205 govern the development and adoption of the City's Annual Budget. Section 1203 requires a public hearing for public input on the proposed budget. Thereafter, the City Council shall adopt the budget with revisions, if any; establish estimated revenues, expenditure appropriations, and transfers of funds of the City.

Recommendation:

1. Review, receive, and file the department overviews for Administration (City Manager, City Clerk, Human Resources), Finance, Police, Development Services, and Recreation and Community Services for Fiscal Year 2024-25; and,
2. Conduct a Public Hearing on the Proposed Annual Operating Budget; and,
3. Adopt Resolution No. 2024-18, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2024-25."

B. Master Fee Schedule Update - Fiscal Year 2024-25 (Finance)

In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update, which update includes a 4.0% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

Recommendation:

1. Review the Fiscal Year 2024-25 Master Fee Schedule Update, and;
2. Adopt Resolution No. 2024-19, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)".

14. ADJOURNMENT

The City Council will adjourn to Monday, June 24, 2024, at 6:00 p.m.

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.

A handwritten signature in blue ink, appearing to read 'EG', is positioned above the printed name of the Deputy City Clerk.

Eleanor Granflor, Deputy City Clerk
Dated: 5/16/24

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 10A

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic fund transfers for the period from April 1, 2024, to April 30, 2024.

RECOMMENDATION

Ratify the Warrants from April 1, 2024, to April 30, 2024, for \$1,663,099.58.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

The total of \$1,663,099.58 represents checks and electronic fund transfers for the period April 1, 2024, to April 30, 2024.

Attachment: 1. Council Report 05.20.2024

CITY OF LOS ALAMITOS
A/P Warrants
May 20, 2024

To Ratify

Pages:

1-6	\$	255,417.41	Warrant	04/03/2024
7-17	\$	580,106.73	Warrant	04/17/2024
18	\$	11,072.20	Medical Retirees	04/01/2024
19	\$	242,723.74	Payroll	04/12/2024
20	\$	207,448.14	Benefits & Withholdings	04/26/2024
21	\$	239,322.60	Payroll	04/12/2024
22	\$	127,008.76	Benefits & Withholdings	04/26/2024
Grand Total	\$	<u>1,663,099.58</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from April 1, 2024 to April 30, 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 Koehler

this 6th day of May, 2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	SPRING CARNIVAL SECURITY	GENERAL FUND	NON-DEPARTMENTAL	<u>847.50</u>
			TOTAL:	847.50
ADAMSON POLICE PRODUCTS	TRAFFIC FLARES PD	GENERAL FUND	TRAFFIC	519.36
	F-150 LIGHTS 03/24	GARAGE FUND	GARAGE	<u>1,107.60</u>
			TOTAL:	1,626.96
ADMINSURE	WORKER'S COMP CLAIM 03/24	SELF INSURANCE TRU	INSURANCE	<u>411.82</u>
			TOTAL:	411.82
AGILE OCCUPATIONAL MEDICINE PC	PRE-EMPLOYMENT PHYSICAL(3)	GENERAL FUND	NON-DEPARTMENTAL	210.00
	PRE-EMPLOYMENT PHYSICAL(2)	GENERAL FUND	NON-DEPARTMENTAL	120.00
	PRE-EMPLOYMENT PHYSICAL(1)	GENERAL FUND	NON-DEPARTMENTAL	<u>70.00</u>
			TOTAL:	400.00
AMERICAN LEGION POST 716 LOS ALAMITOS	HALL RENTAL 03/24	GENERAL FUND	NON-DEPARTMENTAL	<u>2,256.00</u>
			TOTAL:	2,256.00
AMERICAN RENTALS	SIDEWALK REPAIR CERRI 03/24	GENERAL FUND	STREET MAINTENANCE	<u>573.51</u>
			TOTAL:	573.51
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL 02/24	GENERAL FUND	PARK MAINTENANCE	<u>490.00</u>
			TOTAL:	490.00
ARAMARK	PW STAFF UNIFORMS 03/24	GENERAL FUND	STREET MAINTENANCE	58.20
	PW STAFF UNIFORMS 03/24	GENERAL FUND	STREET MAINTENANCE	58.20
	PW STAFF UNIFORMS 03/24	GENERAL FUND	STREET MAINTENANCE	<u>65.09</u>
			TOTAL:	181.49
ARIYAH WILLIAMS DBA: KIDZ TALENT ACADE	GYMNASTICS & TUMBLING BEG	GENERAL FUND	SPECIAL CLASSES	<u>146.90</u>
			TOTAL:	146.90
BARBARA BANNERMAN	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	672.75
	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	<u>539.50</u>
			TOTAL:	1,212.25
CANON FINANCIAL SERVICES, INC.	USAGE & CONTRACT 02/24	GENERAL FUND	RECREATION ADMINISTRAT	<u>454.41</u>
			TOTAL:	454.41
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SVCSS 02/24	GENERAL FUND	NON-DEPARTMENTAL	620.00
	WQMP REVIEW SVCS 02/24	GENERAL FUND	NPDES	<u>4,185.00</u>
			TOTAL:	4,805.00
CHERYL J. SCHNITZER	LINE DANCE BEG/INT	GENERAL FUND	SPECIAL CLASSES	<u>1,314.30</u>
			TOTAL:	1,314.30
CINTAS CORPORATION NO. 2	FIRST AID REFILL 01/24	GENERAL FUND	BUILDING MAINTENANCE	2,496.58
	FIRST AID REFILL 02/24	GENERAL FUND	BUILDING MAINTENANCE	<u>1,918.15</u>
			TOTAL:	4,414.73
CITY GREEN CONSULTING LLC	TRASH CONSULTING 01/24	GENERAL FUND	NON-DEPARTMENTAL	<u>4,000.00</u>
			TOTAL:	4,000.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COSTAR REALTY INFORMATION, INC.	DATA 03/24	GENERAL FUND	ADMINISTRATION	<u>795.00</u>
			TOTAL:	795.00
COUNTY OF ORANGE TREASURER-TAX	COUNTY FORMS 03/24	GENERAL FUND	PATROL	<u>135.20</u>
			TOTAL:	135.20
CROSSTOWN ELECTRICAL & DATA, INC.	LOS AL & BRADBURY 11/23	GENERAL FUND	STREET MAINTENANCE	491.00
	KATELLA & WALNUT 11/23	GENERAL FUND	STREET MAINTENANCE	1,008.12
	CERRITOS & LOS AL 11/23	GENERAL FUND	STREET MAINTENANCE	444.00
	LOS AL & FARQUHAR 11/23	GENERAL FUND	STREET MAINTENANCE	444.00
	KATELLA & NB 605 RAMP 11/23	GENERAL FUND	STREET MAINTENANCE	877.50
	KATELLA & NOEL 11/23	GENERAL FUND	STREET MAINTENANCE	264.97
	CERRITOS & LOS AL 11/23	GENERAL FUND	STREET MAINTENANCE	154.28
	CERRITOS & LOS AL HIGH 11/23	GENERAL FUND	STREET MAINTENANCE	147.20
	KATELLA & WALNUT 11/23	GENERAL FUND	STREET MAINTENANCE	144.20
	LOS AL & SAUSILITO 12/23	GENERAL FUND	STREET MAINTENANCE	550.00
	KATELLA & WINNERS CIR 02/24	GENERAL FUND	STREET MAINTENANCE	780.00
	BLOOMFIELD & KATELLA 02/24	GENERAL FUND	STREET MAINTENANCE	218.20
	BALL & KAYLOR 02/24	GENERAL FUND	STREET MAINTENANCE	332.56
	KATELLA & WALNUT 02/24	GENERAL FUND	STREET MAINTENANCE	218.20
	CERRITOS & LOS AL HIGH 02/24	GENERAL FUND	STREET MAINTENANCE	332.56
	KATELLA & NOEL 02/24	GENERAL FUND	STREET MAINTENANCE	444.38
	CERRITOS & LOS AL 02/24	GENERAL FUND	STREET MAINTENANCE	469.38
	CERRITOS & BLOOMFIELD 02/24	GENERAL FUND	STREET MAINTENANCE	482.07
	LOS AL & BRADBURY 02/24	GENERAL FUND	STREET MAINTENANCE	780.00
	LOS AL & BRADBURY 02/24	GENERAL FUND	STREET MAINTENANCE	1,311.47
	KATELLA & LOS AL 02/24	GENERAL FUND	STREET MAINTENANCE	2,657.61
	CERRITOS & LOS AL 02/24	GENERAL FUND	STREET MAINTENANCE	<u>197.00</u>
			TOTAL:	12,748.70
DANIELS TIRE SERVICE	PD 48-2 TIRE REPLACEMENT 02/24	GARAGE FUND	GARAGE	<u>848.18</u>
			TOTAL:	848.18
DATA TICKET, INC.	CITATION PROCESSING 01/24	GENERAL FUND	NEIGHBORHOOD PRESERVAT	150.00
	CITATION PROCESSING 02/24	GENERAL FUND	NEIGHBORHOOD PRESERVAT	<u>51.00</u>
			TOTAL:	201.00
DELL MARKETING L.P.	COMPUTER & SUPPLIES 02/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>8,669.81</u>
			TOTAL:	8,669.81
ECOFERT, INC.	FERITGATION SVCS 02/24	GENERAL FUND	PARK MAINTENANCE	<u>630.00</u>
			TOTAL:	630.00
ENTERPRISE FM TRUST	VEHICLE LEASES 03/24	GARAGE FUND	GARAGE	<u>11,599.90</u>
			TOTAL:	11,599.90
EVENT NEWS ENTERPRISE	JOB AD - REC COORDINATOR	GENERAL FUND	ADMINISTRATION	459.28
	NOTICE OF PUBLIC HEARING	GENERAL FUND	RECORDS	50.00
	NOTICE NOISE ORDINANCE	GENERAL FUND	PLANNING	<u>400.00</u>
			TOTAL:	909.28
EVER AFTER PRODUCTIONS LLC	PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	1,121.90
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	399.75
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	802.75
	POP STAR HIP HOP	GENERAL FUND	SPECIAL CLASSES	<u>396.50</u>
			TOTAL:	2,720.90

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
EWLES MATERIALS	PICKUP DUMP STANTON 02/24	GENERAL FUND	STREET MAINTENANCE	<u>150.00</u>
			TOTAL:	150.00
GALLS LLC	POLICE AIDE UNIFORMS:WOGU	GENERAL FUND	TRAFFIC	95.91
	VIP UNIFORMS: CHARLAND	GENERAL FUND	EMERGENCY PREPAREDNESS	25.14
	VIP UNIFORMS: GARDNER	GENERAL FUND	EMERGENCY PREPAREDNESS	80.99
	VIP UNIFORMS: GARDNER	GENERAL FUND	EMERGENCY PREPAREDNESS	5.50
	VIP UNIFORMS: GARDNER	GENERAL FUND	EMERGENCY PREPAREDNESS	39.56
	VIP UNIFORMS: GARDNER	GENERAL FUND	EMERGENCY PREPAREDNESS	65.10
	VIP UNIFORMS: MURPHY	GENERAL FUND	EMERGENCY PREPAREDNESS	<u>147.22</u>
			TOTAL:	459.42
GANAHL LUMBER COMPANY	STREET SUPPLIES 02/24	GENERAL FUND	STREET MAINTENANCE	94.53
	SIDEWALK REPAIR GREEN 02/24	GENERAL FUND	STREET MAINTENANCE	73.18
	GRAFFITI REMOVAL BRIDGE 03/24	GENERAL FUND	STREET MAINTENANCE	10.91
	GRAFFITI REMOVAL BRIDGE 03/24	GENERAL FUND	STREET MAINTENANCE	53.81
	REFUND FOR SUPPLIES	GENERAL FUND	STREET MAINTENANCE	109.24
	REFUND FOR SUPPLIES	GENERAL FUND	STREET MAINTENANCE	32.20
	PAINT ELECTRIC BOXES 03/24	GENERAL FUND	PARK MAINTENANCE	239.04
	PD PEST CTRL SUPPLIES 03/24	GENERAL FUND	BUILDING MAINTENANCE	31.06
	CITY HALL 1 SHELF 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>85.43</u>
			TOTAL:	446.52
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 02/24	GENERAL FUND	STREET MAINTENANCE	388.43
	GOLDEN STATE WATER 02/24	GENERAL FUND	PARK MAINTENANCE	692.00
	GOLDEN STATE WATER 02/24	GENERAL FUND	BUILDING MAINTENANCE	<u>534.76</u>
			TOTAL:	1,615.19
GREGORY MILES	ELECTRICAL FOR BLDGS 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>4,030.00</u>
			TOTAL:	4,030.00
HI-WAY SAFETY, INC.	REC JEEP LIGHTS OUTFIT 02/24	GARAGE FUND	GARAGE	<u>883.26</u>
			TOTAL:	883.26
HIRSCH & ASSOCIATES, INC.	LABOURDETTE PARK 01-02/24	GENERAL FUND	CAPITAL PROJECTS	<u>3,640.00</u>
			TOTAL:	3,640.00
HORSEMEN INC	BACKGROUND FOR SANCHEZ	GENERAL FUND	NON-DEPARTMENTAL	<u>1,800.00</u>
			TOTAL:	1,800.00
IEEE	WAREHOUSE RENT 02-03/24	GENERAL FUND	NON-DEPARTMENTAL	24,000.00
	WAREHOUSE RENT 04/24	GENERAL FUND	NON-DEPARTMENTAL	<u>12,000.00</u>
			TOTAL:	36,000.00
INTEGRITY SURVEILLANCE GROUP AND TACTI	GPS TRACKER ANNUAL FEE	GENERAL FUND	INVESTIGATION	<u>2,222.57</u>
			TOTAL:	2,222.57
J'S AUTO BODY INC	F-150 MAV RHINO LINING 03/24	GARAGE FUND	GARAGE	<u>975.00</u>
			TOTAL:	975.00
KING SALMON AND THE FUNK YARD HORNS	SENIOR PROM BAND 2024	GENERAL FUND	NON-DEPARTMENTAL	<u>1,500.00</u>
			TOTAL:	1,500.00
KRISTIN DIMICELI DBA: GARAGE PILATES	PILATES ON REFORMER	GENERAL FUND	SPECIAL CLASSES	663.00
	PILATES ON REFORMER	GENERAL FUND	SPECIAL CLASSES	<u>368.55</u>
			TOTAL:	1,031.55

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LA HERRADURA MOBIL DETAIL	PD CAR WASHES - 03/04/24	GARAGE FUND	GARAGE	450.00
	PW CAR WASHES - 03/04/24	GARAGE FUND	GARAGE	180.00
	REC CAR WASHES - 03/04/24	GARAGE FUND	GARAGE	135.00
	PD CAR WASHES - 03/11/2024	GARAGE FUND	GARAGE	695.00
	PD CAR WASHES - 03/18/24	GARAGE FUND	GARAGE	225.00
	PW CAR WASHES - 03/18/24	GARAGE FUND	GARAGE	180.00
	REC CAR WASHES - 03/18/24	GARAGE FUND	GARAGE	<u>90.00</u>
	TOTAL:			1,955.00
LIEBERT CASSIDY WHITMORE	GENERAL SVCS 02/24	GENERAL FUND	CITY ATTORNEY	1,572.50
	GENERAL SVCS 02/24	GENERAL FUND	CITY ATTORNEY	<u>552.50</u>
	TOTAL:			2,125.00
LOWE'S	STREET SUPPLIES 02/24	GENERAL FUND	STREET MAINTENANCE	26.16
	CITY HALL 1 REPAIRS 03/24	GENERAL FUND	BUILDING MAINTENANCE	202.53
	COMM CTR SUPPLIES 02/24	GENERAL FUND	BUILDING MAINTENANCE	<u>31.31</u>
	TOTAL:			260.00
M&N COASTLINE AUTO & TIRE SERVICE	CATALYTIC REPLACEMENT 01/24	GARAGE FUND	GARAGE	<u>2,279.27</u>
	TOTAL:			2,279.27
MARY ANN REMNET	BOOMERS TO ZOOMERS	GENERAL FUND	SPECIAL CLASSES	<u>29.90</u>
	TOTAL:			29.90
MCLEAN ENTERPRISES, INC.	SPRING CARNIVAL SIGNS SPEC	GENERAL FUND	NON-DEPARTMENTAL	1,220.32
	SPRING CARNIVAL SIGNS SPEC	GENERAL FUND	NON-DEPARTMENTAL	235.98
	BUSINESS CARDS ARIANA ENCI	GENERAL FUND	ADMINISTRATION	54.63
	EVENT TENT ADMIN DEPT	GENERAL FUND	ADMINISTRATION	1,229.51
	BUSINESS CARDS ADMIN DEPT	GENERAL FUND	ADMINISTRATION	71.01
	CITY CLERK RETRACTABLE BAN	GENERAL FUND	ADMINISTRATION	103.79
	BUSINESS CARDS MIRZADEH	GENERAL FUND	PATROL	88.71
	REVIVE HANDOUT	GENERAL FUND	COMMUNITY DEVEL ADMIN	38.24
	DUMPSTER DAY EEDM	GENERAL FUND	NEIGHBORHOOD PRESERVAT	229.36
	REVIVE MAILER	GENERAL FUND	ECONOMIC DEVELOPMENT	797.24
	ADULT SPORT SUPPLIES	GENERAL FUND	SPORTS	150.76
	YOUTH TRACK & FIELD SUPPLI	GENERAL FUND	SPORTS	150.77
	WEEKEND OF ART SIGNS	GENERAL FUND	SPECIAL EVENTS	<u>157.32</u>
	TOTAL:			4,527.64
MISC. VENDOR JIM RICE WOMEN IN LEISURE	JIM RICE:GMLA ENTERTAINMEN	GENERAL FUND	COMMUNITY DEVEL ADMIN	300.00
	WOMEN IN LEISURE:TRAVEL &	GENERAL FUND	RECREATION ADMINISTRAT	<u>150.00</u>
	TOTAL:			450.00
MOBILE MODULAR MANAGEMENT CORP	TRAILER RENT 03/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	739.73
	OFFICE PURCHASE 12X40 HCD	GARAGE FUND	GARAGE	<u>52,819.24</u>
	TOTAL:			53,558.97
NORM'S AUTOMOTIVE CENTER, INC.	PD SUV OIL CHANGE	GARAGE FUND	GARAGE	54.95
	PD 48-S2 OIL CHANGE	GARAGE FUND	GARAGE	54.95
	PW TRUCK OIL CHANGE	GARAGE FUND	GARAGE	49.95
	PD SUV OIL CHANGE	GARAGE FUND	GARAGE	54.95
	PD 48-S2 OIL CHANGE	GARAGE FUND	GARAGE	54.95
	PD 48-2 OIL CHANGE	GARAGE FUND	GARAGE	<u>54.95</u>
	TOTAL:			324.70
NORTH STAR LAND CARE	MAINTENANCE FOR CITY 02/24	GENERAL FUND	PARK MAINTENANCE	9,505.66

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	9,505.66
OSTS INC.	TRAINING CLASSES CONFINED 03/24	GENERAL FUND	STREET MAINTENANCE	1,374.00
			TOTAL:	1,374.00
PAPER RECYCLING SPECIALISTS	SHREDDING SVCS 02/24	GENERAL FUND	FINANCE	30.67
	SHREDDING SVCS 02/24	GENERAL FUND	RECORDS	30.66
	SHREDDING SVCS 02/24	GENERAL FUND	RECREATION ADMINISTRAT	30.67
			TOTAL:	92.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK FOR PARK 02/23/24	GENERAL FUND	PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK FOR PARK 03/04/24	GENERAL FUND	PARK MAINTENANCE	580.00
			TOTAL:	1,160.00
QUADIENT FINANCE USA, INC	POSTAGE 02/24	GENERAL FUND	FINANCE	1,250.00
			TOTAL:	1,250.00
RICHARD MURRIETTA	BACK FLOW REPAIRS 02/24	GENERAL FUND	PARK MAINTENANCE	2,150.00
			TOTAL:	2,150.00
SCA OF CA LLC	STREET SWEEPING 02/24	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
SCOTT ANTHONY WINNINGHAM	SPRING CARNIVAL SIGN SPECI	GENERAL FUND	NON-DEPARTMENTAL	74.02
	ROTB SIGN RACE LOS AL	GENERAL FUND	NON-DEPARTMENTAL	384.34
	WEEKEND OF ART SIGN SPECIA	GENERAL FUND	SPECIAL EVENTS	74.02
			TOTAL:	532.38
SDI PRESENCE LLC	SENTINEL ONE CTRL 02/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	382.85
	T&M SUPPORT 02/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	3,942.50
	CLOUD BACKUP 02/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,180.00
	IT SUPPORT CONTRACT 02/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
			TOTAL:	11,376.35
SITEONE LANDSCAPE SUPPLY	SIDEWALK SUPPLY GREEN 02/24	GENERAL FUND	STREET MAINTENANCE	28.89
			TOTAL:	28.89
SOUTHERN CALIFORNIA EDISON	SIGNALS/ST LIGHTS 02-03/24	GENERAL FUND	STREET MAINTENANCE	352.95
	PARKS 02-03/24	GENERAL FUND	PARK MAINTENANCE	35.45
	SPRINKLERS 02-03/24	GENERAL FUND	PARK MAINTENANCE	215.40
			TOTAL:	603.80
SOUTHERN CALIFORNIA GAS	SOCAL GAS 02/24-03/24	GENERAL FUND	BUILDING MAINTENANCE	346.51
			TOTAL:	346.51
STAPLES BUSINESS ADVANTAGE	REFUND: RETURN SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	278.29
	SUPPLIES - PRINTER INK	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,033.87
			TOTAL:	755.58
SUZANNE ROADY-ROSS	T'AI CHI CHIH BEG/INT	GENERAL FUND	SPECIAL CLASSES	234.65
			TOTAL:	234.65
UNDERGROUND SERVICE ALERT OF SO CAL	MONTHLY DATABASE 02/24	GENERAL FUND	STREET MAINTENANCE	55.50
			TOTAL:	55.50
UNITED STATES POSTMASTER	USPS MAILING RENEWAL ANNUAL	GENERAL FUND	RECREATION ADMINISTRAT	320.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	320.00
VERIZON WIRELESS	EMERGENCY PREP PHONES 03/24	GENERAL FUND	EMERGENCY PREPAREDNESS	166.12
	ADMIN PHONES 03/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	180.08
	COMM DEV PHONES 03/24	GENERAL FUND	NEIGHBORHOOD PRESERVAT	249.63
	PW CELL PHONES 03/24	GENERAL FUND	STREET MAINTENANCE	<u>249.18</u>
			TOTAL:	845.01
WILLDAN ENGINEERING	CITY ENGINEER 12/23	GENERAL FUND	CITY ENGINEER	13,444.00
	PLAN CHECKING 12/23	GENERAL FUND	CITY ENGINEER	7,763.00
	TRAFFIC ENGINEER 12/23	GENERAL FUND	CITY ENGINEER	5,835.00
	PLAN CHECKING 12/23	GENERAL FUND	CITY ENGINEER	1,222.00
	2022-23 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	171.00
	BLOOMFIELD PMRF 12/23	GAS TAX	CAPITAL PROJECTS	486.00
	BLOOMFIELD PMRF 12/23	GAS TAX	CAPITAL PROJECTS	179.50
	COMM CTR ROOF PROJECT 12/23	FACILITY CAPITAL E	CAPITAL PROJECTS	2,400.00
	COMM CTR ROOF PROJECT 12/23	FACILITY CAPITAL E	CAPITAL PROJECTS	<u>935.00</u>
			TOTAL:	32,435.50

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

10	GENERAL FUND	157,936.02
20	GAS TAX	665.50
50	GARAGE FUND	72,792.15
52	FACILITY CAPITAL EXPENSES	3,335.00
53	TECHNOLOGY REPLACEMENT	20,046.16
54	SELF INSURANCE TRUST	411.82
99	POOL CLEARING FUND	230.76

GRAND TOTAL:	255,417.41
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
3M CONSTRUCTION CORPORATION	DIVIDER WALL PROJECT	BUILDING IMPROVEME	CAPITAL PROJECTS	<u>86,730.00</u>
			TOTAL:	86,730.00
A LA WAFFLE, INC.	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>406.94</u>
			TOTAL:	406.94
ADAMSON POLICE PRODUCTS	PD F-150 VEHICLE RSO LIGHT	GARAGE FUND	GARAGE	<u>1,646.70</u>
			TOTAL:	1,646.70
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 03/03-16/24	GENERAL FUND	TRAFFIC	7,376.14
	CROSSING GUARDS 03/17-30/24	GENERAL FUND	TRAFFIC	<u>7,382.79</u>
			TOTAL:	14,758.93
AMERICAN CAMPER SHELLS & VAN WORKS	F-150 RSO BED EXTENDER	GARAGE FUND	GARAGE	<u>2,972.98</u>
			TOTAL:	2,972.98
AMERICAN RENTALS	SCISSOR LIFT WAREHOUSE 03/	GARAGE FUND	GARAGE	<u>993.76</u>
			TOTAL:	993.76
ANDERSON ELECTRICAL & LIGHTING SERVICE	YARD LIGHT INSTALL 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>225.00</u>
			TOTAL:	225.00
ARAMARK	PW JACKETS 01/24	GENERAL FUND	STREET MAINTENANCE	86.30
	PW UNIFORMS 03/24	GENERAL FUND	STREET MAINTENANCE	103.44
	PW UNIFORMS 04/24	GENERAL FUND	STREET MAINTENANCE	<u>220.14</u>
			TOTAL:	409.88
BARBARA BANNERMAN	YOGA WITH BARBARA 03/19/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA WITH BARBARA 03/26/24	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	19.50
BASE HILL INC	JANITORIAL SVCS 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>5,809.99</u>
			TOTAL:	5,809.99
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS (2) 03/24	GENERAL FUND	PATROL	<u>294.00</u>
			TOTAL:	294.00
CARRI FOX	LINE DANCE 03/13/24	GENERAL FUND	SPECIAL CLASSES	29.40
	LINE DANCE 03/20/24	GENERAL FUND	SPECIAL CLASSES	<u>37.80</u>
			TOTAL:	67.20
CARSON LANDSCAPE SUPPLY	COYOTE CREEK MAINT 03/24	GENERAL FUND	PARK MAINTENANCE	<u>362.61</u>
			TOTAL:	362.61
CASA YOUTH SHELTER	STIPEND FOR ELEVATE TEEN E	GENERAL FUND	NON-DEPARTMENTAL	<u>300.00</u>
			TOTAL:	300.00
CHARLES ABBOTT ASSOCIATES, INC.	SVCS FOR CITY 09/23	GENERAL FUND	BUILDING INSPECTION	20.00
	SVCS FOR CITY 02/2024	GENERAL FUND	BUILDING INSPECTION	25,826.66
	ASSISTANT PLANNER 02/24	GENERAL FUND	BUILDING INSPECTION	7,980.00
	WQMP INSPECTIONS 03/24	GENERAL FUND	NPDES	<u>1,777.50</u>
			TOTAL:	35,604.16
CHERYL J. SCHNITZER	LINE DANCE 03/11/24	GENERAL FUND	SPECIAL CLASSES	9.75
	LINE DANCE 03/18/24	GENERAL FUND	SPECIAL CLASSES	<u>19.50</u>
			TOTAL:	29.25

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CINTAS CORPORATION NO. 2	FIRST AID REFILL 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>1,862.02</u>
			TOTAL:	1,862.02
CITY OF LONG BEACH	ANIMAL CTRL SVCS Q1	GENERAL FUND	FINANCE	<u>36,714.25</u>
			TOTAL:	36,714.25
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COUNTY OF ORANGE TREASURER-TAX	OCATS CIRCUIT & SUPPORT 03/24	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	FINGERPRINT AFIS 04/24	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>431.00</u>
			TOTAL:	1,704.33
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTATIVE MAINT 03/24	GENERAL FUND	STREET MAINTENANCE	<u>1,228.50</u>
			TOTAL:	1,228.50
DANIELS TIRE SERVICE	EXPLORER TIRE REPLACEMENT	GARAGE FUND	GARAGE	307.15
	PD 48-5 TIRE REPLACEMENT	GARAGE FUND	GARAGE	<u>438.02</u>
			TOTAL:	745.17
DEPARTMENT OF CONSERVATION	SMIP FEES Q1	GENERAL FUND	NON-DEPARTMENTAL	338.53
	BLDG PERMITS CREDIT Q1	GENERAL FUND	NON-DEPARTMENTAL	<u>16.93-</u>
			TOTAL:	321.60
DIANA C. PEREZ	LEARN AND GROW PLAYGROUP	GENERAL FUND	SPECIAL CLASSES	429.00
	SHAPING UP ABC'S & 123'S	GENERAL FUND	SPECIAL CLASSES	<u>432.25</u>
			TOTAL:	861.25
DUTHIE ELECTRIC SERVICE CORPORATION	FENLEY PUMP MAINT 02/29/24	GENERAL FUND	BUILDING MAINTENANCE	<u>729.97</u>
			TOTAL:	729.97
ECS IMAGING, INC.	LASERFICHE USERS			
	LASERFICHE USER PRORATED	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	4,150.00
	LASERFICHE USERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	553.33
	LASERFICHE ONLINE PORTAL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	800.00
	LASERFICHE SVCS FOR CITY	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	600.00
		TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>875.00</u>
			TOTAL:	6,978.33
	VEHICLE LEASES 04/24			
ENTERPRISE FM TRUST		GARAGE FUND	GARAGE	<u>10,040.71</u>
			TOTAL:	10,040.71
EWING	FERTILIZATION PARKWAYS/GRE	GENERAL FUND	PARK MAINTENANCE	<u>979.59</u>
			TOTAL:	979.59
FRONTIER COMMUNICATIONS	JAIL ALARM 04/24	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>397.33</u>
			TOTAL:	397.33
GALLS LLC	PD UNIFORMS:SANCHEZ	GENERAL FUND	PATROL	528.68
	POLICE AIDE UNIFORMS:HOOPA	GENERAL FUND	RECORDS	376.46
	POLICE AIDE UNIFORMS:HOOPA	GENERAL FUND	RECORDS	11.01
	POLICE AIDE UNIFORMS:WOGU	GENERAL FUND	TRAFFIC	327.04
	VIP UNIFORMS:CHARLAND	GENERAL FUND	EMERGENCY PREPAREDNESS	42.87
	VIP UNIFORMS:CHARLAND	GENERAL FUND	EMERGENCY PREPAREDNESS	85.12
	VIP UNIFORMS:CHARLAND	GENERAL FUND	EMERGENCY PREPAREDNESS	75.41
	POLICE AIDE UNIFORMS:HOOPA	GENERAL FUND	STREET MAINTENANCE	279.93

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,726.52
GANAHL LUMBER COMPANY	CITY HALL 1 PROJECT	GENERAL FUND	BUILDING MAINTENANCE	122.24
	PPE SUPPLIES 03/24	GENERAL FUND	BUILDING MAINTENANCE	21.84
	PPE & GRAFFITI REMOVAL 03/24	GENERAL FUND	BUILDING MAINTENANCE	174.84
	CITY HALL 1 OFFICE SUPPLIE	GENERAL FUND	BUILDING MAINTENANCE	<u>1,130.80</u>
			TOTAL:	1,449.72
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 03/24	GENERAL FUND	STREET MAINTENANCE	4,885.34
	GOLDEN STATE WATER 03/24	GENERAL FUND	PARK MAINTENANCE	2,269.58
	GOLDEN STATE WATER 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>1,111.75</u>
			TOTAL:	8,266.67
GRANITE CONSTRUCTION COMPANY	EZ STREET BAGS 01/24	GENERAL FUND	STREET MAINTENANCE	1,529.50
	EZ STREET BAGS 02/12/24	GENERAL FUND	STREET MAINTENANCE	1,529.50
	EZ STREET BAGS 02/15/24	GENERAL FUND	STREET MAINTENANCE	1,529.50
	EZ STREET BAGS 03/24	GENERAL FUND	STREET MAINTENANCE	<u>1,529.50</u>
			TOTAL:	6,118.00
GUAVA GROOVE	UKULELE HOKULANI	GENERAL FUND	SPECIAL CLASSES	<u>760.50</u>
			TOTAL:	760.50
HARRIS & ASSOCIATES INC	LAMPSON PROJECT 02/24	GENERAL FUND	NON-DEPARTMENTAL	<u>3,087.50</u>
			TOTAL:	3,087.50
HI-WAY SAFETY, INC.	SIGNS FOR WAREHOUSE	GENERAL FUND	STREET MAINTENANCE	<u>60.63</u>
			TOTAL:	60.63
HEMOCOURT EDGE BASKETBALL LLC	HCE DROP IN 03/10/24	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 03/12/24	GENERAL FUND	SPORTS	96.00
	HCE DROP IN 03/14/24	GENERAL FUND	SPORTS	112.00
	HCE DROP IN 03/17/24	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 03/19/24	GENERAL FUND	SPORTS	96.00
	HCE DROP IN 03/24/24	GENERAL FUND	SPORTS	48.00
	HCE DROP IN 03/26/24	GENERAL FUND	SPORTS	96.00
	HCE DROP IN 03/28/24	GENERAL FUND	SPORTS	112.00
	HCE DROP IN 04/02/24	GENERAL FUND	SPORTS	16.00
	HCE BALL HANDLE & SHOOTING	GENERAL FUND	SPORTS	298.30
	HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	298.18
	HCE ATTACK SERIES	GENERAL FUND	SPORTS	252.00
	HCE BALLHANDLING	GENERAL FUND	SPORTS	80.00
	HCE TRAVEL BALL	GENERAL FUND	SPORTS	<u>1,254.89</u>
			TOTAL:	2,807.37
INT'L ASSOC. OF CHIEFS OF POLICE	ANNUAL MEMBERSHIP DUES	GENERAL FUND	POLICE ADMINISTRATION	<u>190.00</u>
			TOTAL:	190.00
K&S AIR CONDITIONING, INC.	PD AC UNIT CHECK 03/24	GENERAL FUND	BUILDING MAINTENANCE	350.00
	PD AC UNIT MAINT 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>8,209.00</u>
			TOTAL:	8,559.00
KEVIN & VICKY GARRETT TENNIS, INC.	PEE WEE TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	175.50
	YOUTH TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	279.50
	YOUTH TENNIS WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	357.50
	ADULT TENNIS WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	204.75
	PEE WEE TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	<u>188.50</u>

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	YOUTH TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	315.25
	YOUTH TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	208.00
	YOUTH TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	282.75
	YOUTH TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	<u>286.00</u>
			TOTAL:	2,297.75
KONICA MINOLTA	PD COPIER LEASE 03/24	GENERAL FUND	POLICE ADMINISTRATION	<u>211.00</u>
			TOTAL:	211.00
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	PD COPIER MAINT 03/24	GENERAL FUND	POLICE ADMINISTRATION	<u>249.99</u>
			TOTAL:	249.99
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE 04/02-05/19/24	GENERAL FUND	FINANCE	<u>1,048.46</u>
			TOTAL:	1,048.46
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 03/25/24	GARAGE FUND	GARAGE	665.00
	PD CAR WASHES 04/01/24	GARAGE FUND	GARAGE	180.00
	PW CAR WASHES 04/01/24	GARAGE FUND	GARAGE	135.00
	REC CAR WASHES 04/01/24	GARAGE FUND	GARAGE	<u>100.00</u>
			TOTAL:	1,080.00
M&C CONSTRUCTION GROUP INC	INSTALL GATE WAREHOUSE	GENERAL FUND	BUILDING MAINTENANCE	<u>45,000.00</u>
			TOTAL:	45,000.00
M&N COASTLINE AUTO & TIRE SERVICE	PD 48-3 OIL & COOLING 03/24	GARAGE FUND	GARAGE	<u>207.61</u>
			TOTAL:	207.61
MARY ANN REMNET	BOOMERS TO ZOOMERS 03/11/24	GENERAL FUND	SPECIAL CLASSES	9.75
	BOOMERS TO ZOOMERS 02/26/24	GENERAL FUND	SPECIAL CLASSES	9.75
	BOOMERS TO ZOOMERS 04/08/24	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	29.25
MISC. VENDOR VERONICA WILSON	TRAVEL REIMBURSEMENT	GENERAL FUND	POLICE ADMINISTRATION	<u>96.35</u>
			TOTAL:	96.35
MV CHENG ASSOCIATES, INC.	INTERIM FINANCE MGR 02/24	GENERAL FUND	FINANCE	<u>8,977.50</u>
			TOTAL:	8,977.50
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-4 OIL CHANGE 03/24	GARAGE FUND	GARAGE	54.95
	PD 48-5 OIL & BRAKE 03/24	GARAGE FUND	GARAGE	232.06
	CHIEF'S TAHOE SMOG CHECK	GARAGE FUND	GARAGE	59.95
	PD UNDERCOVER OIL CHANGE 03/24	GARAGE FUND	GARAGE	<u>148.04</u>
			TOTAL:	495.00
NORTH STAR LAND CARE	LANDSCAPE MAINT 01/24	GENERAL FUND	STREET MAINTENANCE	9,505.66
	LANDSCAPE MAINT 03/24	GENERAL FUND	STREET MAINTENANCE	<u>9,505.66</u>
			TOTAL:	19,011.32
ORANGE CO CHIEFS OF POLICE & SHERIFF'S	CHIEF & ADMIN LUNCHEON 05/24	GENERAL FUND	POLICE ADMINISTRATION	<u>130.00</u>
			TOTAL:	130.00
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES 01/24	GENERAL FUND	NON-DEPARTMENTAL	11,678.91
	BLDG PERMITS 01/24	GENERAL FUND	NON-DEPARTMENTAL	<u>583.95</u>
			TOTAL:	11,094.96
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC COTTONWOOD 03/24	GENERAL FUND	PARK MAINTENANCE	580.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PUMP SEPTIC COTTONWOOD 03/24	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	1,160.00
PRINTMASTERS	HEALTH & WELLNESS BANNERS	GENERAL FUND	ADMINISTRATION	<u>180.26</u>
			TOTAL:	180.26
PTS COMMUNICATIONS	PAYPHONE SVCS 04/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>43.00</u>
			TOTAL:	43.00
PUBLIC AGENCY RETIREMENT SERVICES AND	PAYMENT 4 PARS TRUST	GENERAL FUND	NON-DEPARTMENTAL	<u>50,000.00</u>
			TOTAL:	50,000.00
R.B. PRODUCTIONS INC	MY REC ANNUAL FEE REGISTRA	GENERAL FUND	RECREATION ADMINISTRAT	<u>9,070.00</u>
			TOTAL:	9,070.00
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS 03/24	GENERAL FUND	TRAFFIC	<u>10,887.54</u>
			TOTAL:	10,887.54
SCA OF CA LLC	STREET SWEEPING 03/24	GENERAL FUND	STREET MAINTENANCE	<u>9,463.99</u>
			TOTAL:	9,463.99
SIR SPEEDY PRINTING, SIGNS, MARKETING	NEW HIRE BUSINESS CARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	163.88
	GMLA SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	361.40
	GMLA SUPPLIES	GENERAL FUND	PLANNING	90.35
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	606.34
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	121.27
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	939.55
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	363.97
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1,161.33
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	749.71
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	<u>327.75</u>
			TOTAL:	4,885.55
SITEONE LANDSCAPE SUPPLY	PRUNING KATELLA MEDIAN 04/	GENERAL FUND	STREET MAINTENANCE	120.78
	GOPHER HOLES REFILL 03/24	GENERAL FUND	PARK MAINTENANCE	<u>57.76</u>
			TOTAL:	178.54
SOCAL AUTO & TRUCK PARTS INC.	PD GENERATOR BATTERY	GENERAL FUND	BUILDING MAINTENANCE	<u>149.10</u>
			TOTAL:	149.10
SOUTHERN CALIFORNIA EDISON	SIGNALS/ST LIGHTS 02/24	GENERAL FUND	STREET MAINTENANCE	23,863.98
	PARKS 02/24	GENERAL FUND	PARK MAINTENANCE	343.97
	MCAULIFFE PARK 02/24	GENERAL FUND	PARK MAINTENANCE	150.34
	PUMP STATIONS 02/24	GENERAL FUND	BUILDING MAINTENANCE	738.55
	CITY HALL 02/24	GENERAL FUND	BUILDING MAINTENANCE	2,054.89
	POLICE STATION 02/24	GENERAL FUND	BUILDING MAINTENANCE	<u>4,778.71</u>
			TOTAL:	31,930.44
ST. OF CALIFORNIA DEPT. OF JUSTICE	FINGERPRINTING SVCS 10/23	GENERAL FUND	NON-DEPARTMENTAL	<u>160.00</u>
			TOTAL:	160.00
SUSAN SAXE-CLIFFORD, PH.D.	PSYCHOLOGICAL EXAM 04/24	GENERAL FUND	NON-DEPARTMENTAL	<u>450.00</u>
			TOTAL:	450.00
THE ALBERT GROUP ARCHITECTS	RENOVATE CHAMBERS	GENERAL FUND	CAPITAL PROJECTS	14,000.00
	ARCHITECTURE SVCS 03/24	GENERAL FUND	CAPITAL PROJECTS	4,000.00

WARRANTS 04/17/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	18,000.00
THE CONVERSE PROFESSIONAL GROUP	COMM CTR PROJ SVCS 02/24	GENERAL FUND	BUILDING MAINTENANCE	968.71
	ASBESTOS TESTING 02/24	GENERAL FUND	BUILDING MAINTENANCE	168.66
	ASBESTOS TESTING 02/24	GENERAL FUND	BUILDING MAINTENANCE	91.08
			TOTAL:	1,228.45
THE COUNSELING TEAM INTERNATIONAL	EMPLOYEE SUPPORT SVCS 04/2	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
			TOTAL:	1,100.00
THE EMBLEM AUTHORITY	PATCH FOR BOMBER JACKET	GENERAL FUND	ADMINISTRATION	207.50
			TOTAL:	207.50
TOWNSEND PUBLIC AFFAIRS, INC.	GRANT WRITING 04/24	GENERAL FUND	ADMINISTRATION	2,000.00
	CONSULTING SERVICES 04/24	GENERAL FUND	ADMINISTRATION	4,000.00
			TOTAL:	6,000.00
U.S. BANK	SENIOR FOCUS GROUPS SUPPLI	GENERAL FUND	NON-DEPARTMENTAL	148.13
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	43.52
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	15.96
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	32.45
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	104.82
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	60.90
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	42.03
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	130.88
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	21.99
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	112.93
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	107.33
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	135.56
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	34.15
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	113.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	21.06
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	81.34
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	165.04
	ADAPTIVE REC MEETUP 03/24	GENERAL FUND	NON-DEPARTMENTAL	4.96
	ADAPTIVE REC MEETUP 03/24	GENERAL FUND	NON-DEPARTMENTAL	174.83
	ADAPTIVE REC MEETUP 03/24	GENERAL FUND	NON-DEPARTMENTAL	65.53
	ADAPTIVE REC MEETUP 03/24	GENERAL FUND	NON-DEPARTMENTAL	68.04
	ADAPTIVE REC MEETUP 03/24	GENERAL FUND	NON-DEPARTMENTAL	52.85
	FOOD HANDLER CERT	GENERAL FUND	NON-DEPARTMENTAL	7.49
	SPRING CARNIVAL DRY CLEANI	GENERAL FUND	NON-DEPARTMENTAL	25.00
	SPRING CARNIVAL TABLE COVE	GENERAL FUND	NON-DEPARTMENTAL	6.89
	MURPHY OC REGISTER 03/24	GENERAL FUND	CITY COUNCIL	18.00
	HIBARD CASINO NIGHT	GENERAL FUND	CITY COUNCIL	125.00
	DOBY SAC ADVOCACY TRIP	GENERAL FUND	CITY COUNCIL	285.00
	DOBY SAC ADVOCACY TRIP	GENERAL FUND	CITY COUNCIL	895.00
	MURPHY CASINO NIGHT	GENERAL FUND	CITY COUNCIL	100.00
	MURPHY LOCC MTG	GENERAL FUND	CITY COUNCIL	30.00
	TABLE CLOTHS COUNCIL CHAMB	GENERAL FUND	CITY COUNCIL	27.00
	MURPHY FROM THE HEART FEE	GENERAL FUND	CITY COUNCIL	2.50
	MURPHY FROM THE HEART TICK	GENERAL FUND	CITY COUNCIL	100.00
	COUNCIL MTG DINNER 03/18/2	GENERAL FUND	CITY COUNCIL	189.00
	COUNCIL MTG DRINKS 03/18/2	GENERAL FUND	CITY COUNCIL	5.19
	DOBY CASINO NIGHT	GENERAL FUND	CITY COUNCIL	100.00
	DOBY'S GUEST CASINO NIGHT	GENERAL FUND	CITY COUNCIL	100.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ADOBE SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	59.98
	OC REGISTER SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	26.00
	WELLNESS COORDINATOR TRAIN	GENERAL FUND	ADMINISTRATION	750.00
	CITY HALL 2 BATHROOM SUPPL	GENERAL FUND	ADMINISTRATION	94.47
	CITY HALL 2 BATHROOM SUPPL	GENERAL FUND	ADMINISTRATION	71.36
	LUNCH FOR DISTRICT MTG	GENERAL FUND	ADMINISTRATION	189.90
	LUNCH FOR TEAMSTERS MTG	GENERAL FUND	ADMINISTRATION	189.90
	ADMIN PRIZE CHAPSTICKS	GENERAL FUND	ADMINISTRATION	1,232.71
	GRANFLOR CMC WEBINAR	GENERAL FUND	ADMINISTRATION	60.00
	GRANFLOR CMC WEBINAR	GENERAL FUND	ADMINISTRATION	60.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	13.06
	GRANFLOR CMC WEBINAR	GENERAL FUND	ADMINISTRATION	60.00
	GRANFLOR CMC WEBINAR	GENERAL FUND	ADMINISTRATION	60.00
	GRANFLOR APRIL LUNCHEON	GENERAL FUND	ADMINISTRATION	35.00
	RETURN OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	63.81-
	SUPPLIES SWAG ITEMS	GENERAL FUND	ADMINISTRATION	966.72
	ELEVATE WORKPLACE TRAINING	GENERAL FUND	ADMINISTRATION	150.00
	WELLNESS SUPPLIES	GENERAL FUND	ADMINISTRATION	236.31
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	15.02
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	13.09
	ENCISO 250 BUSINESS CARDS	GENERAL FUND	ADMINISTRATION	54.63
	SUPPLIES	GENERAL FUND	FINANCE	41.70
	SUPPLIES	GENERAL FUND	FINANCE	46.22
	SUPPLIES	GENERAL FUND	FINANCE	28.79
	DUES & SUBSCRIPTIONS	GENERAL FUND	FINANCE	10.00
	DUES & SUBSCRIPTIONS	GENERAL FUND	FINANCE	0.99
	SUPPLIES	GENERAL FUND	FINANCE	77.72
	POSTAGE SUPPLIES	GENERAL FUND	FINANCE	20.30
	PEER SUPPORT TRAINING 02/2	GENERAL FUND	POLICE ADMINISTRATION	250.00
	LODGING FOR K-9 SUPPORT TR	GENERAL FUND	POLICE ADMINISTRATION	358.38
	CIVILIAN LEADERSHIP TRAINI	GENERAL FUND	POLICE ADMINISTRATION	3,500.00
	MEAL TRAINING 02/24	GENERAL FUND	POLICE ADMINISTRATION	25.06
	STATION KEYS	GENERAL FUND	POLICE ADMINISTRATION	21.00
	AMAZON PRIME MEMBERSHIP	GENERAL FUND	POLICE ADMINISTRATION	16.38
	SUPPLIES FOR INTERVIEW	GENERAL FUND	POLICE ADMINISTRATION	18.99
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	30.55
	CYPRESS PD AWARD LUNCHEON	GENERAL FUND	POLICE ADMINISTRATION	375.00
	SEAL BEACH PD AWARD LUNCHE	GENERAL FUND	POLICE ADMINISTRATION	200.00
	PELTON SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	508.71
	RETURN OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	4.11-
	ANNUAL FEE FBI-LEEDA	GENERAL FUND	POLICE ADMINISTRATION	50.00
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	629.02
	COMPUTER MONITOR	GENERAL FUND	POLICE ADMINISTRATION	287.96
	CERTIFIED MAIL	GENERAL FUND	POLICE ADMINISTRATION	8.73
	REFUND:TRAINING CLASS	GENERAL FUND	PATROL	449.00-
	FTO TRAINING 03/24	GENERAL FUND	PATROL	130.00
	DRIVER TRAINING	GENERAL FUND	PATROL	225.00
	BARCODE LABELS FOR ARMORY	GENERAL FUND	PATROL	445.00
	AMMO PURCHASE	GENERAL FUND	PATROL	1,299.94
	K-9 NARCS KIT	GENERAL FUND	PATROL	1,046.70
	LIGHT BULBS	GENERAL FUND	PATROL	187.34
	OFFICE SUPPLIES	GENERAL FUND	PATROL	63.87
	OFFICE SUPPLIES	GENERAL FUND	PATROL	7.24
	OFFICE SUPPLIES	GENERAL FUND	PATROL	113.44
	K-9 BALLISTIC VEST	GENERAL FUND	PATROL	1,289.23

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	K-9 FOOD	GENERAL FUND	PATROL	114.51
	K-9 NARCS KIT	GENERAL FUND	PATROL	1,046.70
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	28.35
	OFFICE SUPPLIES	GENERAL FUND	PATROL	36.75
	OFFICE SUPPLIES	GENERAL FUND	PATROL	13.10
	K-9 VEHICLE TINT	GENERAL FUND	PATROL	571.18
	REFUND FROM VET	GENERAL FUND	PATROL	848.47-
	K-9 SUPPLIES	GENERAL FUND	PATROL	50.11
	K-9 FOOD	GENERAL FUND	PATROL	139.94
	LODGING FOR TRAINING	GENERAL FUND	INVESTIGATION	563.48
	PRA & LEADERSHIP COURSE	GENERAL FUND	RECORDS	550.00
	GO PAPERLESS TRAINING	GENERAL FUND	RECORDS	341.25
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	158.24
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	95.26
	MICROSOFT MONTHLY FEE	GENERAL FUND	RECORDS	8.70
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	31.56
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	89.07
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	179.92
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	54.90
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	108.78
	PD STICKERS	GENERAL FUND	COMMUNITY OUTREACH	473.95
	TRAFFIC COLLISION TRAINING	GENERAL FUND	TRAFFIC	277.07
	WELLNESS TRAINING 05/24	GENERAL FUND	EMERGENCY PREPAREDNESS	750.00
	TRAINING SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	12.99
	VIP APPRECIATION LUNCH	GENERAL FUND	EMERGENCY PREPAREDNESS	40.00
	ICLOUD STORAGE SUBSCRIPTIO	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.99
	'RECEIVED' STAMP	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.80
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	27.80
	YOUTUBE TV SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	MARKETING ROSSMOOR LIVING	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	ARBOR DAY 50 SEEDLINGS	GENERAL FUND	COMMUNITY DEVEL ADMIN	188.80
	GMLA JGA PRESENTATION	GENERAL FUND	COMMUNITY DEVEL ADMIN	132.61
	GMLA FOOD	GENERAL FUND	COMMUNITY DEVEL ADMIN	104.00
	GMLA JGA PRESENTATION	GENERAL FUND	COMMUNITY DEVEL ADMIN	164.01
	GMLA DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	87.33
	GMLA FOOD	GENERAL FUND	COMMUNITY DEVEL ADMIN	95.00
	CHAMBER NETWORK LUNCH R. N	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.00
	GMLA DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	16.80
	GMLA DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	196.65
	GMLA FOOD	GENERAL FUND	COMMUNITY DEVEL ADMIN	101.42
	SNACK SUPPLIES 03/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	530.44
	HDMI CABLE COUNCIL CHAMBER	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.10
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	78.99
	MGMT ANALYST LUNCH	GENERAL FUND	COMMUNITY DEVEL ADMIN	153.87
	COMMISSION DRY CLEANING	GENERAL FUND	COMMUNITY DEVEL ADMIN	153.00
	NEW HIRE NAME PLATES	GENERAL FUND	COMMUNITY DEVEL ADMIN	109.63
	PLANNING COMMISSION SUPPLI	GENERAL FUND	COMMUNITY DEVEL ADMIN	56.76
	DESK ORGANIZER SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.07
	OCCOG CONFERENCE	GENERAL FUND	PLANNING	477.00
	OCCOG CONFERENCE	GENERAL FUND	PLANNING	318.00
	REFUND FOR SAFETY JACKETS	GENERAL FUND	STREET MAINTENANCE	49.89-
	REFUND FOR SAFETY JACKETS	GENERAL FUND	STREET MAINTENANCE	53.16-
	REFUND FOR SAFETY JACKETS	GENERAL FUND	STREET MAINTENANCE	53.16-
	REFUND FOR SAFETY JACKETS	GENERAL FUND	STREET MAINTENANCE	52.08-
	REFUND FOR SAFETY JACKETS	GENERAL FUND	STREET MAINTENANCE	53.15-
	NITRIL GLOVES	GENERAL FUND	STREET MAINTENANCE	127.74

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PPE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	114.76
	SUPPLIES FOR FENLEY PUMP	GENERAL FUND	STREET MAINTENANCE	94.99
	SIDEWALK REPAIR SUPPLIES	GENERAL FUND	STREET MAINTENANCE	128.92
	SAFETY VESTS	GENERAL FUND	STREET MAINTENANCE	498.08
	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	47.39
	SAFETY VESTS	GENERAL FUND	STREET MAINTENANCE	46.07
	9/11 BRICKS ENGRAVING	GENERAL FUND	STREET MAINTENANCE	1,019.36
	DOG DISPOSABLE BAGS	GENERAL FUND	PARK MAINTENANCE	861.18
	OFFICE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	262.20
	WAREHOUSE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	284.06
	PD EVIDENCE STORAGE RENTAL	GENERAL FUND	BUILDING MAINTENANCE	466.69
	WOMEN'S RESTROOM LOCK	GENERAL FUND	BUILDING MAINTENANCE	43.07
	SHOP SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	504.81
	REFUND FOR SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	88.13-
	RESTROOM SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	169.65
	WALL MOUNTING CABLES	GENERAL FUND	BUILDING MAINTENANCE	12.86
	DS MGR OFFICE REPAIR	GENERAL FUND	BUILDING MAINTENANCE	237.76
	GMLA SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	136.14
	CPRS VOLUNTEER AWARDS	GENERAL FUND	RECREATION ADMINISTRAT	140.00
	STAFF TRAINING SNACKS	GENERAL FUND	RECREATION ADMINISTRAT	38.97
	STAFF TRAINING SNACKS	GENERAL FUND	RECREATION ADMINISTRAT	83.45
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	73.19
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	241.52
	SPOTIFY SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	16.99
	DIRECT TV EOC SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	65.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	14.19
	CHAMBER BREAKFAST	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	16.33
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	45.86
	CPRS RAFFLE BASKET	GENERAL FUND	RECREATION ADMINISTRAT	113.22
	CPRS RAFFLE BASKET	GENERAL FUND	RECREATION ADMINISTRAT	22.83
	CPRS RAFFLE BASKET	GENERAL FUND	RECREATION ADMINISTRAT	7.64
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	72.41
	CPRS RAFFLE BASKET	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	REFUND OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	14.19-
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	29.46
	EVENTBRITE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	29.00
	PICKLEBALL SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	210.79
	ICLOUD STORAGE SUBSCRIPTIO	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	REFUND SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	659.88-
	OCCOG REGISTRATION	GENERAL FUND	RECREATION ADMINISTRAT	159.00
	LOCC CONFERENCE	GENERAL FUND	RECREATION ADMINISTRAT	650.00
	FLIGHT FOR LOCC	GENERAL FUND	RECREATION ADMINISTRAT	212.96
	CONTACTS SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	342.00
	SUMMER EXCURSION 06/13	GENERAL FUND	DAY CAMP	1,103.00
	SPRING DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	309.54
	SPRING DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	113.03
	SUMMER EXCURSION 06/26/24	GENERAL FUND	DAY CAMP	1,357.00
	SUMMER EXCURSION 07/12/24	GENERAL FUND	DAY CAMP	696.00
	SPRING ACTIVITY SUPPLIES	GENERAL FUND	DAY CAMP	92.90
	REFUND SUPPLIES	GENERAL FUND	PLAYGROUNDS	41.50-
	ADULT SOCCER T-SHIRTS	GENERAL FUND	SPORTS	419.03
	ADULT SOCCER CHAMP PRIZE	GENERAL FUND	SPORTS	336.95
	REFUND SONG TEAM SUPPLIES	GENERAL FUND	SPORTS	60.00-
	CLEANING SUPPLIES	GENERAL FUND	SPORTS	155.09
	STOP WATCHES	GENERAL FUND	SPORTS	193.24

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SPECIALTY CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	5.99
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	16.40
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	41.37
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	74.25
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	15.76
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	139.55
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	9.30
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	345.71
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	20.72
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	42.99
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	23.49
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	202.10
	EVENT TABLECLOTHS	GENERAL FUND	SPECIAL EVENTS	1,334.72
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	12.99
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	7.31
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	14.20
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	17.26
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	67.51
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	65.52
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	9.33
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	46.00
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	59.45
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	137.32
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	7.65
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	40.81
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	13.85
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	43.99
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	219.63
	CELEBRATE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	912.24
	PICKLEBALL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	210.78
	SERVE LOS AL SENIORS SUPPL	GENERAL FUND	SPECIAL EVENTS	49.34
	EMPLOYEE ID BADGES	GENERAL FUND	NON-DEPARTMENTAL	202.71
	EMPLOYEE ID BADGES	GENERAL FUND	NON-DEPARTMENTAL	250.00
	EMPLOYEE ID BADGES PROXY C	GENERAL FUND	NON-DEPARTMENTAL	831.00
	ELECTRIC CAR COOLER	GARAGE FUND	GARAGE	102.72
	TRAILER LIGHTS & RATCHET S	GARAGE FUND	GARAGE	73.16
			TOTAL:	45,018.54
U LINE, INC.	TRAFFIC SAFETY VESTS	GENERAL FUND	COMMUNITY OUTREACH	124.10
			TOTAL:	124.10
UNDERGROUND SERVICE ALERT OF SO CAL	DATABASE MAINT 03/2024	GENERAL FUND	STREET MAINTENANCE	55.50
			TOTAL:	55.50
V & V MANUFACTURING, INC.	BADGE 203 REPAIR	GENERAL FUND	PATROL	61.13
	REPAIR BADGES 254,255,256	GENERAL FUND	PATROL	255.43
			TOTAL:	316.56
VERIZON WIRELESS	MDC PHONES 03/24	GENERAL FUND	PATROL	306.08
	PD JETPACKS 03/24	GENERAL FUND	PATROL	76.02
	OFFICERS PHONES 03/24	GENERAL FUND	PATROL	835.60
	ID READERS 03/24	GENERAL FUND	PATROL	124.59
	4GLTE POLICE PHONES 03/24	GENERAL FUND	PATROL	135.06
	MDC TRIAL PHONES 03/24	GENERAL FUND	PATROL	40.01
	CHIEF PHONE 03/24	GENERAL FUND	PATROL	41.53
	DETECTIVE PHONES 03/24	GENERAL FUND	INVESTIGATION	166.12

WARRANTS 04/17/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CLO PHONES 03/24	GENERAL FUND	COMMUNITY OUTREACH	41.53
	EMER. PREP PHONES 03/24	GENERAL FUND	EMERGENCY PREPAREDNESS	166.12
	CITY PHONES 03/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	267.88
	ADMIN PHONES 03/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	180.08
	COMM DEV PHONES 03/24	GENERAL FUND	NEIGHBORHOOD PRESERVAT	249.63
	CITY PHONE 03/24	GENERAL FUND	STREET MAINTENANCE	41.53
	PW PHONES 03/24	GENERAL FUND	STREET MAINTENANCE	<u>249.18</u>
			TOTAL:	2,920.96
VOYAGER FLEET SYSTEMS, INC.	FUEL 03/24	GARAGE FUND	GARAGE	10,735.93
	FUEL TAX CREDIT 03/24	GARAGE FUND	GARAGE	<u>385.77</u>
			TOTAL:	10,350.16
WAXIE SANITARY SUPPLY	CLEANING SUPPLIES FOR BLDG	GENERAL FUND	BUILDING MAINTENANCE	<u>4,851.13</u>
			TOTAL:	4,851.13
WEST COAST ARBORISTS, INC.	LANDSCAPE MAINT 03/24	GENERAL FUND	PARK MAINTENANCE	<u>5,252.10</u>
			TOTAL:	5,252.10
WEX HEALTH, INC.	FSA MONTHLY 03/2024	GENERAL FUND	NON-DEPARTMENTAL	<u>50.00</u>
			TOTAL:	50.00
WILLDAN ENGINEERING	CITY ENGINEER 01/24	GENERAL FUND	CITY ENGINEER	10,336.00
	PLAN CHECKING 01/24	GENERAL FUND	CITY ENGINEER	9,699.75
	TRAFFIC ENGINEER 01/24	GENERAL FUND	CITY ENGINEER	3,760.00
	PLAN CHECKING 01/24	GENERAL FUND	CITY ENGINEER	1,880.00
	BLOOMFIELD PMRF 01/24	GAS TAX	CAPITAL PROJECTS	1,296.00
	COMM CTR ROOF PROJ 01/24	FACILITY CAPITAL E	CAPITAL PROJECTS	<u>2,400.00</u>
			TOTAL:	29,371.75
YING LIU	PORTRAIT WORKSHOP 03/09/24	GENERAL FUND	SPECIAL CLASSES	117.00
	PORTRAIT WORKSHOP 03/23/24	GENERAL FUND	SPECIAL CLASSES	107.25
	PORTRAIT WORKSHOP 04/06/24	GENERAL FUND	SPECIAL CLASSES	<u>97.50</u>
			TOTAL:	321.75

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

10	GENERAL FUND	453,720.67
20	GAS TAX	1,296.00
25	BUILDING IMPROVEMENT	86,730.00
50	GARAGE FUND	28,707.97
52	FACILITY CAPITAL EXPENSES	2,400.00
53	TECHNOLOGY REPLACEMENT	7,021.33
99	POOL CLEARING FUND	230.76

GRAND TOTAL: 580,106.73

Retirees Medical Reimbursement

Date: April 1, 2024

Number of Transactions: 16

Total Batch: \$11,072.20

Payroll 04/12/2024

-----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	32,808.39	24,896.08	0.00	2,418.32	5,493.99	4,362.96	4,950.49	23,494.94	
10-512 Finance	13,544.82	11,001.07	321.88	885.33	1,336.54	1143.42	1712.02	10,689.38	
10-521 Police Administration	29,119.20	24,507.07	0.00	3,792.13	820.00	5,453.63	5,045.41	18,620.16	
10-522 Police- Patrol	83,243.00	47,363.03	14,787.90	10,899.94	10,192.13	13,118.11	14,896.06	55,228.83	
10-523 Police- Investigation	24,528.35	13,828.00	6,180.64	2,556.80	1,962.91	4,669.22	4,691.79	15,167.34	
10-524 Police- Records	12,193.49	6,985.22	726.10	862.79	3,619.38	774.48	1,725.84	9,693.17	
10-526 Police- Community Outreach	2,188.89	0.00	0.00	0.00	2,188.89	82.08	186.32	1,920.49	
10-527 Police-Youth Programs	11,392.25	7,864.20	1884.28	0.00	1643.77	2044.62	1311.90	8,035.73	
10-528 Police- Traffic	3,297.30	0.00	0.00	0.00	3,297.30	123.65	132.96	3,040.69	
10-531 Development Services- Administration	29,175.71	23,151.50	0.00	3,373.30	2,650.91	3,438.41	5,041.05	20,696.25	
10-532 Development Services- Planning	3,438.80	2,982.70	0.00	426.10	30.00	293.63	696.25	2,448.92	
10-533 Development Services- Neighborhood Preservation	5,351.48	2,613.60	0.00	0.00	2,737.88	326.15	610.13	4,415.20	
10-542 Development Services- Street Maintenance	15,854.06	11,412.76	2804.06	1,037.24	600.00	1,959.09	1,367.24	12,527.73	
10-544 Development Services- Facility Maintenance	2,951.03	2,261.60	254.43	0.00	435.00	386.17	179.78	2,385.08	
10-545 Economic Development	3,355.60	2,909.90	0.00	415.70	30.00	258.66	207.09	2,889.85	
10-551 Recreation Administration	44,727.50	32,142.36	874.87	5,590.46	6,119.81	5,452.69	6,153.32	33,121.49	
10-556 Recreation- Sports	19,396.37	0.00	0.00	353.38	19,042.99	727.37	1,190.85	17,478.15	
10-557 Special Classes									
TOTALS	\$337,489.44	\$214,842.29	\$27,834.16	\$32,611.49	\$62,201.50	\$44,653.80	\$50,111.90	\$242,723.74	

REGULAR INPUT: 129

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 129

Payroll 04/12/2024

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$41,567.61	\$36,873.11
State Taxes	Employee	\$12,296.60	
ICMA	Employee	\$3,251.35	
PD Association	Employee	\$1,416.56	
LosAl Employees Assoc	Employee	\$420.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$3,373.76	\$1,686.88
PERS Deferred Comp	Employee	\$1,480.76	
PERS	Employee/ Employer	\$60,401.86	\$24,256.12
AFLAC	Employee	\$80,613.32	
PERS Medical	Employee/ Employer	\$1,036.32	
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$207,448.14	\$62,816.11
			\$42,527.12

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5068.10	\$214,842.29	125	I-125	\$671.09		FED W/H	\$ 295,695.53	\$ 32,843.88	
PTRG	2008.50	\$40,854.30	129	I-129	\$192.31		ST WH CA	\$ 295,695.53	\$ 12,513.32	
PHEO	60.00	\$1,870.81	AFP	AFLPT	\$167.22		MEDI	\$ 327,909.32	\$ 4,754.70	\$ 4,754.70
ABST	40.00	\$0.00	CMP	CLOAN	\$78.80					
OT	108.00	\$4,981.34	CS1	CS-C0	\$230.76					
OTS	264.08	\$22,061.96	DC2	DCPR	\$100.00					
STBY	10.00	\$790.86	DCI	DCICM	\$2,620.00					
CAR	0.00	\$750.00	DCM	DCICM		\$350.00				
CELL	0.00	\$1,210.00	DCN	DCNW	\$1,590.00					
PPHC	0.00	\$1,386.12	DCP	DCPRS	\$1,380.76					
MEDR	0.00	\$8,050.00	DD1	DPPO1		\$321.75				
SPAS	0.00	\$2,123.52	DD2	DPPO2		\$211.50				
SPSK	0.00	\$127.84	DD3	DPPO3		\$634.50				
OCWD	0.00	\$250.00	DD4	DDMO1		\$53.97				
OCWE	0.00	\$160.00	DD5	DDMO2		\$41.67				
UNIF	0.00	\$175.00	DD6	DDMO3		\$102.75				
UNI2	0.00	\$75.00	DI%	DCI%	\$104.48					
FTO	0.00	\$136.50	DIS	DISAF	\$178.22					
RTRO	0.00	\$844.15	DLI	DCLIC	\$176.87					
ADML	159.00	\$11,453.30	LEA	LAEAD	\$420.00					
COMP	12.34	\$634.77	LIF	LIFE	\$175.95					
EAU	24.00	\$1,413.66	LTD	A LTD	\$82.73					
EAA	48.00	\$0.00	MED	MDINS	\$8,741.81	\$27,018.07				
COMA	46.88	\$0.00	PBB	PRSB	\$481.97					
FLHO	88.49	\$4,657.15	PN1	PEPME	\$6,915.50					
SICK	178.83	\$8,069.51	PN2	PEPMR		\$6,853.07				
VAC	114.66	\$5,178.53	PN3	PEPSE	\$8,681.61					
POST4	0.00	\$110.00	PN4	PEPSR		\$8,548.99				
POST5	0.00	\$200.00	POS	POAS	\$1,416.56					
POST6	0.00	\$450.00	PRO	PRM8	\$2,395.05					
POST7	0.00	\$2,765.31	PR2	PRSMR		\$8,770.67				
POST8	0.00	\$357.95	PR4	PRSSR		\$12,349.49				
BILI	0.00	\$250.00	PR5	PRSB4	\$1,088.28					
HOT	0.00	\$55.00	PR6	PRSAF	\$2,311.97					
POCO	7.50	\$317.55	PR7	PRMB4	\$597.52					
POVA	20.95	\$887.02	PR8	PRMAF	\$1,406.53					
			PR9	PRSCC	\$699.55					
			RTP	RT-PT	\$1,686.88	\$1,686.88				
			SUR	SURVI	\$61.38					
			VS1	VIS1		\$111.72				
			VS2	VIS2		\$61.04				
			VS3	VIS3		\$ 164.64				
Totals	\$ 8,259.33	\$ 337,489.44			\$ 44,653.80	\$ 67,280.71		\$ 50,111.90	\$ 4,754.70	

Payroll 04/26/2024

-----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	32,613.54	27,054.70	0.00	533.06	5,025.78	4,345.09	4,916.96	23,351.49
10-512 Finance	13,163.12	11,098.30	0.00	788.10	1,276.72	1144.55	1600.28	10,418.29
10-521 Police Administration	28,999.20	27,402.14	0.00	897.06	700.00	5,453.63	5,014.50	18,531.07
10-522 Police- Patrol	85,717.57	52,917.23	19,234.25	5,962.85	7,603.24	13,612.32	14,850.28	57,254.97
10-523 Police- Investigation	23,312.94	15,745.60	4,860.83	1,153.60	1,552.91	4,683.56	4,230.66	14,398.72
10-524 Police- Records	12,563.94	9,309.27	23.42	1415.36	1,815.89	873.87	1,879.65	9,810.42
10-526 Police- Community Outreach	2,100.45	0.00	0.00	0.00	2,100.45	78.77	169.21	1,852.47
10-527 Police-Youth Programs	4,654.12	3,921.60	186.44	0.00	546.08	927.11	483.38	3,243.63
10-528 Police- Traffic	3,834.60	0.00	0.00	0.00	3,834.60	143.80	180.79	3,510.01
10-531 Development Services- Administration	29,193.06	25,418.18	0.00	1,346.12	2,428.76	3,469.74	5,013.09	20,710.23
10-532 Development Services- Planning	3,408.80	3,408.80	0.00	0.00	0.00	293.63	686.15	2,429.02
10-533 Development Services- Neighborhood Preservation	5,333.51	2,613.60	36.75	268.32	2,414.84	324.10	615.15	4,394.26
10-542 Development Services- Street Maintenance	15,224.62	11,918.60	1192.86	909.70	1,203.46	2,011.16	1,186.46	12,027.00
10-544 Development Services- Facility Maintenance	2,286.60	2,261.60	0.00	0.00	25.00	386.17	71.68	1,828.75
10-545 Economic Development	3,325.60	2,494.20	0.00	831.40	0.00	258.66	201.07	2,865.87
10-551 Recreation Administration	45,184.61	35,555.44	1375.81	2,242.73	6,010.63	5,501.44	6,272.87	33,410.30
10-556 Recreation- Sports	20,404.16	0.00	0.00	195.20	20,208.96	765.17	1,223.23	18,415.76
10-557 Special Classes								
TOTALS	\$332,243.64	\$232,042.46	\$26,910.36	\$16,543.50	\$56,747.32	\$44,312.23	\$48,608.81	\$239,322.60

REGULAR INPUT: 125

MANUAL INPUT: 0

CHECK STUB COUNT: 1

DIRECT DEPOSIT STUB COUNT: 124

BENEFITS & WITHHOLDINGS

	Employee	Employer	Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$41,858.14	\$37,119.18	\$4,738.96
State Taxes	Employee	\$12,431.82		
ICMA	Employee	\$3,262.19		
PD Association	Employee	\$1,416.56		
LosAl Employees Assoc	Employee	\$440.00		
Nationwide - Full Time	Employee	\$1,590.00		
Nationwide - PT	Employee/ Employer	\$3,102.98	\$1,551.49	\$1,551.49
PERS Deferred Comp	Employee	\$1,480.76		
PERS	Employee/ Employer	\$61,426.31	\$24,772.50	\$36,653.81
AFLAC	Employee			
PERS Medical	Employee/ Employer			
Delta Dental PPO	Employer			
Delta Dental HMO	Employer			
VSP Vision	Employer			
Standard Self Admin	Employee/ Employer			
Standard Life Optional	Employee			
TOTALS		\$127,008.76	\$63,443.17	\$42,944.26

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5360.28	\$232,042.46	125	I-125	\$671.09		FED W/H	\$ 290,832.78	\$ 31,714.95	
PTRG	1814.65	\$36,554.46	129	I-129	\$192.31		ST WH CA	\$ 290,832.78	\$ 12,215.10	
PHEO	75.00	\$2,327.65	AFP	AFLPT	\$167.22		MEDI	\$ 322,671.92	\$ 4,678.76	\$ 4,678.76
ABST	30.00	\$0.00	CMP	CLOAN	\$78.80					
OT	58.00	\$2,628.84	CS1	CS-C0	\$230.76					
OTS	278.81	\$23,773.83	DC2	DCPR	\$100.00					
STBY	6.00	\$507.69	DCI	DCICM	\$2,620.00					
MOT	0.00	\$246.46	DCM	DCICM		\$350.00				
CAR	0.00	\$750.00	DCN	DCNW	\$1,590.00					
PPHC	0.00	\$1,386.12	DCP	DCPRS	\$1,380.76					
MEDR	0.00	\$8,050.00	DD1	DPFO1		\$321.75				
SPAS	0.00	\$2,123.52	DD2	DPFO2		\$211.50				
SPSK	0.00	\$127.84	DD3	DPFO3		\$634.50				
OCWD	0.00	\$250.00	DD4	DDMO1		\$38.55				
OCWE	0.00	\$160.00	DD5	DDMO2		\$55.56				
UNIF	0.00	\$175.00	DD6	DDMO3		\$102.75				
UNI2	0.00	\$1,100.00	DI%	DCI%	\$115.32					
FTO	0.00	\$259.87	DIS	DISAF	\$178.22					
RTRO	0.00	\$451.86	DLI	DCLIC	\$176.87					
ADML	61.00	\$3,421.82	LEA	LAEAD	\$440.00					
EAU	42.00	\$2,250.05	LIF	LIFE	\$175.95					
EAA	30.00	\$0.00	LTD	A LTD	\$104.21					
COMA	11.25	\$0.00	MED	MDINS	\$8,733.41	\$25,949.28				
FLHO	26.00	\$1,488.32	PBB	FRSBB	\$481.97					
SICK	147.78	\$4,699.92	PN1	PEPME	\$7,140.19					
VAC	70.84	\$3,669.66	PN2	PEPMR		\$7,075.71				
POST7	0.00	\$2,426.59	PN3	PEPSE	\$8,206.82					
POST8	0.00	\$357.95	PN4	PEPSR		\$8,081.46				
POVA	32.46	\$1,013.73	POS	POAS	\$1,416.56					
			PR0	PRM8	\$2,395.05					
			PR2	FRSMR		\$8,770.67				
			PR4	FRSSR		\$12,349.49				
			PR5	FRSB4	\$1,088.28					
			PR6	FRSAF	\$2,311.97					
			PR7	FRMB4	\$597.52					
			PR8	FRMAF	\$1,406.53					
			PR9	FRSCC	\$699.55					
			RTP	RT-PT	\$1,551.49	\$1,551.49				
			SUR	SURVI	\$61.38					
			VS1	VIS1		\$106.40				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$150.92				
Totals	\$ 8,044.07	\$ 332,243.64			\$ 44,312.23	\$ 65,818.70			\$ 48,608.81	\$ 4,678.76

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, April 15, 2024

1. CALL TO ORDER

The City Council met in Regular Session at 5:00 p.m., Monday, April 15, 2024, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Nefulda presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Craig Covey, OCFA Division Chief
Michael Daudt, City Attorney
Eleanor Granflor, Deputy City Clerk
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Jennifer Sisoiev, Recreation Manager
Chelsi Wilson, Administrative Services Manager

3. CLOSED SESSION

City Attorney Daudt read the items aloud.

A. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

B. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Executive Management, Non-Represented
Authority: Government Code Section 54957.6

C. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Police Officers Association
Authority: Government Code Section 54957.6

RECESS

The City Council recessed into Closed Session at 5:00 p.m.

RECONVENE

The City Council reconvened in Regular Session at 6:00 p.m.

City Attorney Daudt stated there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Council Member Hibard led the Pledge of Allegiance.

5. INVOCATION

Council Member Murphy gave the Invocation.

6. PRESENTATIONS

A. Oath of Office for Los Alamitos Police Officer Lissette Sanchez

Chief Claborn gave the Oath of Office to Officer Sanchez. Officer Sanchez spoke briefly.

B. Presentation to Council Member Doby in Recognition of Being Honored as Assembly District 70's Woman of the Year

Michelle Schuletz, Field Representative for Assembly Member Tri Ta, presented a Commendation to Council Member Doby.

C. Presentation of a Certificate to Marina Mitri, owner of Marina Skin Care, in Recognition of Being Featured in the Mayor's Business Spotlight

Mayor Nefulda presented a Certificate to Ms. Mitri. Ms. Mitri spoke briefly.

D. Presentation of Proclamation to Orange County Fire Authority and West- Comm Dispatchers in Recognition of National Telecommunicators Week

Mayor Nefulda presented a Proclamation to Orange County Fire Authority and West Cities Communications Center. Representatives spoke briefly.

E. Presentation by John Kennedy, General Manager, of Orange County Water District

Mr. Kennedy gave a PowerPoint presentation and answered questions from the City Council.

7. ORAL COMMUNICATIONS

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

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

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.

Mayor Nefulda spoke regarding the upcoming Senior Prom.

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.

Development Services Director Noda spoke regarding Arbor Day Celebration, Neighborhood Clean Up Event, Party on Pine, and the ongoing Revive Program.

Chief Claborn spoke regarding the Police Department's successful arrest regarding a fraud and elder abuse investigation. City Manager Simmons spoke regarding using this instance as an educational campaign for our senior citizens.

City Manager Simmons spoke regarding the Mayor and City Manager's Roundtable with Congresswoman Michelle Steele and collaboration with Los Angeles County cities regarding the upcoming partnership with the Joint Forces Training Base and possible Emergency Operations Center.

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from March 1, 2024 to March 31, 2024.

Council and Staff discussed the accelerated warrant policy, the amount of resources required to research requests, and the ongoing efforts to digitize the City's work flows and records management.

Motion/Second: Doby/Hibard

Unanimously Carried: The City Council ratified the Warrants from March 1, 2024, to March 31, 2024, for \$4,197,696.06

ROLL CALL

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

11. CONSENT CALENDAR

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

Council Member Hibard requested a summary of all items. City Manager Simmons provided summaries.

Motion/Second: Doby/Hasselbrink

Carried 3/2 (Hibard and Murphy voted no): The City Council approved the following Consent Calendar items:

A. Approval of Minutes (Administration)

Approved the City Council Regular minutes of March 18, 2024.

City Manager Simmons summarized the minutes.

B. Approval of the Request for Proposals (RFP) 2024-02 and Authorization to Bid for Laurel Park Tennis Court Fence Replacement Project (Development Services)

This item facilitated the solicitation of bids to provide services for the installation and/or replacement of an existing chain link fence at the Laurel Park Tennis Courts.

City Manager Simmons stated the RFP allows for the replacement of the chain link fence at Laurel Park

The City Council:

1. Approved the Request for Proposals (RFP) 2024-02 for the installation and/or replacement of an existing chain link fence at the Laurel Park Tennis Courts Project; and,
2. Authorized staff to advertise and solicit bid proposals.

C. Approval of the Request for Proposals (RFP) 2024-03 and Authorization to Bid for Laurel Park Tennis Court Resurfacing Project (Development Services)

This item facilitated the solicitation of bids to provide services for the resurfacing of the Laurel Park Tennis Courts.

City Manager Simmons stated the RFP allows for resurfacing of the Laurel Park Tennis Courts including the transition of one tennis court into two pickle ball courts.

The City Council:

1. Approved the Request for Proposals (RFP) 2024-03 for the Laurel Park Tennis Court Resurfacing Project; and,
2. Authorized staff to advertise and solicit bid proposals.

D. Approval of Request for Bids and Authorization to Bid for Los Alamitos Police Department Vehicle Canopy Project for FY 2023-2024 (CIP No. 23/24-07) (Development Services)

This item facilitated the solicitation of bids to provide services for the furnishing and installation of the vehicle canopy for the Los Alamitos Police Department patrol vehicles.

City Manager Simmons stated this item was for the installation of shade covering for the Police Department parking lot where the City houses the Police and canine vehicle. The included plan specifications meet California building standards.

The City Council:

1. Approved the Request for Bids for the Los Alamitos Police Department Vehicle Canopy Project (CIP No. 23/24-07); and,
2. Authorized staff to advertise and solicit bid proposals.

E. Community Center Renovation Project (Development Services)

The roof of the Community Center building incurred significant damage from storms at the beginning of 2023. At the March 2023 Council meeting, \$500,000 was appropriated, with an additional \$1,290,952 appropriated at the October 2023 meeting for a total of \$1,790,952 to repair damages caused by the storm. During the planning process for this project, a number of building issues were identified, and repair recommendations were made. This item recommended action to facilitate the renovation of the Community Center.

City Manager Simmons stated Community Center 1 and 2 are under construction with the assistance of grant funding. The project is anticipated to be complete by summer. Essentially the City would be receiving to completely remodeled buildings for \$250,000.

The City Council:

1. Appropriated \$1,147,610 from General Fund for the Community Center Rehabilitation Project; and,
2. Authorized the City Manager to execute a construction contract with the KYA Group for the Community Center Rehabilitation Project, in a form approved by the City Attorney, in the amount not to exceed \$1,377,132.

F. Considerations for the November 5, 2024 General Municipal Election (Administration)

The City of Los Alamitos General Municipal Election will be held on Tuesday, November 5, 2024. It is the City's policy to consolidate the local election with the County of Orange. Council Member seats for Districts 1, 2, and 3 will be up for election this year. As one of the City's recommended goals for 2024, the Budget Standing Committee considered including a charter amendment on the November 5, 2024 ballot at its February 12, 2024 Special meeting and recommended approval by City Council. A Request for Proposals was released on March 28, 2024 soliciting bids for Ballot Measure Polling & Outreach Consultant Services.

City Manager Simmons stated this item was in consideration of a potential charter amendment. He briefly explained the process and advised this was the first step in the information gathering process.

The City Council authorized the City Manager to enter into a Consulting Services Agreement for Ballot Measure Polling & Outreach Consultant Services in a form approved by the City Attorney.

12. SPECIAL ORDERS OF THE DAY

A. Council Member Requested Agenda Item: Council Member Compensation and Reimbursement (Administration)

During the January 16, 2024, regular meeting, Council Member Murphy raised concerns regarding City Council salary/compensation and reimbursement for Council Member expenses. This informational staff report has been prepared in response to Council Member Murphy's request and is the first step in the two-step process for placing items on the Agenda for consideration by the Council.

City Attorney Daudt summarized the Staff report.

In accordance with the City Council's adopted Agenda Policy, this informational staff report did not request action, but sought Council's direction. Council may receive the report without further action. If further

discussion and action is desired, by a majority vote of the City Council Members present, staff may be directed to place this item on a future Agenda for consideration.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council received and filed the report.

13. PUBLIC HEARING

A. **Ordinance 2024-01 – Noise Standard Exemptions Associated with Construction and Property Maintenance Activities (Development Services)**

Consideration of a draft Ordinance concerning noise standard exemptions associated with construction and property maintenance activities.

Development Services Director Noda summarized the Staff report.

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

City Council and staff discussed the following:

- Concern regarding the level on enforcement during non-permitted hours
- Clarification between construction and maintenance was previously lacking and has now been added
- Support for an 8 a.m. start on Saturday
- Construction that falls outside of Code Enforcement's normal operating hours can be difficult to enforce
- Community encouraged to report noise complaints to the non-emergency Police line and/or the MyLosAl app
- Goal to provide an education campaign regarding noise standards to the community

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

1. Opened the Public Hearing; and,
2. Introduced for first reading, read by title only, waive further reading of Ordinance No. 2024-01, and set for adoption; and,
3. City Attorney Daudt read the title of Ordinance No. 2024-01 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING

SECTION 17.20.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING NOISE STANDARD EXEMPTIONS ASSOCIATED WITH CONSTRUCTION AND PROPERTY MAINTENANCE ACTIVITIES (ZOA 23-05) (CITY INITIATED) with the modification of 8:00 a.m. start time on Saturday for all types of noise.

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.

Mayor Nefulda spoke regarding attendance at the Race on the Base and reminded the public UCI Health has taken over Los Alamitos Medical Center.

Mayor Pro Tem Hasselbrink spoke regarding attendance at the Orange County Fire Authority Board of Directors and Budget and Finance Committee meetings, Senior Advisory Committee, Los Alamitos Community Foundation upcoming 4th of July Fireworks, District Jazz Festival, and Senator Nguyen's Women of Distinction honoring Anna Billick and Council Member Doby.

Council Member Murphy spoke regarding attendance at Rotary Club, Youth Center's Casino Fiesta, California Parks and Recreation Society District 10 Awards Banquet, Spring Carnival, UCI Health Grand Opening, VIP Recognition, and Chamber Lunch. She requested a presentation regarding Alzheimer's from UCI be done at the June Council meeting. Council Member Hibard seconded her request. Council Member Murphy thanked staff for painting the discolored wall in College Park Neighborhood.

Council Member Hibard spoke regarding attendance at the Race on the Base, Chamber Lunch, Seal Beach Speed Networking Chamber event, and going door to door in her neighborhood and provided her number.

Council Member Doby spoke regarding attendance at the Association of California Cities, Orange County (ACC-OC) Board of Directors meeting and Mayoral Roundtable, meeting with UCI regarding the Senior Master Plan, League of California Cities Polic Committee meetings, Youth Center's Casino Fiesta, Orange County Sheriff's Department Emergency Operations Center, Spring Carnival, Good Morning Los Alamitos breakfast, Orange County Council of Governments Annual Conference, UCI Health Grand Opening, ACC-OC Sacramento Advocacy Conference, and the Chamber Lunch.

Mayor Nefulda added he attended the California Parks and Recreation Society District 10 Awards Banquet where he accepted an award on behalf of the City. He stated the service we provide to our community is fantastic.

15. ADJOURNMENT

The City Council adjourned at 8:04 p.m. to Monday, April 29, 2024, at 6:00 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

ADJOURNED REGULAR MEETING

Monday, April 29, 2024

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 6:00 p.m., Monday, April 29, 2024, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Nefulda presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Services Manager

2. PLEDGE OF ALLEGIANCE

Mayor Nefulda led the Pledge of Allegiance.

3. INVOCATION

Mayor Pro Tem Hasselbrink gave the Invocation.

4. 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.

5. 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 spoke regarding the City of Los Alamitos has been nominated in four categories from the esteemed Association of California City Orange County

(ACC-OC) for the Golden Hub of Innovation Awards. Recreation and Community Services Director Emeline Noda was nominated for the City Staff Leader of the year and City Manager Chet Simmons was nominated for the City Manager of the Year.

6. 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.

City Manager Simmons stated the Party on Pine event occurs on Thursdays.

7. CONSENT CALENDAR

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

Motion/Second: Hasselbrink/Doby

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

A. Memorandum of Understanding with Los Alamitos Police Officers' Association (Administration)

This Resolution adopted a four year Memorandum of Understanding (MOU) with the Los Alamitos Police Officers Association (POA), effective April 1, 2024 through June 30, 2028.

The City Council adopted Resolution No. 2024-12, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE LOS ALAMITOS POLICE OFFICERS ASSOCIATION APRIL 1, 2024 THROUGH JUNE 30, 2028".

8. DISCUSSION ITEM

A. Adoption of Resolution Establishing Salaries and Benefits for Non-Represented Employees (Administration)

This report recommended adoption of a resolution establishing salaries and benefits for Non-Represented Employees.

City Attorney Daudt provided an oral summary of the Staff report.

City Council and Staff discussed the following topics:

- The cities surveyed for the compensation study including size, populations, and events

- City's reserves have doubled in the past four years
- Positions compared by industry standard for similar job duties
- Compensation Study will be available when report is finalized
- Overview of staffing will be provided during the May budget presentation
- Current MOUs are available on the City's website and updated as adopted
- Clarification that all this resolution addresses all non-represented employees as is the industry standard and historical practice in the City
- Current unfunded liability is approximately \$26 million and Council's adopted plan will have that amount paid within 12 years

Carol Churchill spoke in opposition to item 9A.

Motion/Second: Hasselbrink/Doby

Carried 3/2 (Hibard and Murphy voted no): Adopted Resolution No. 2024-13, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NO. 2023-31 IN IT'S ENTIRETY."

9. 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, Council Member Murphy, and Mayor Nefulda had no comments.

Council Member Hibard read a statement for the record (Exhibit A).

Council Member Doby spoke regarding attendance at the Arbor Day Celebration and the partnership with Epson.

10. ADJOURNMENT

The City Council adjourned at 6:35 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City Council Adjourned Regular Minutes
April 29, 2024
Page 3 of 3

April 29, 2024

Los Alamitos City Council Meeting

10 Council Announcements by Emily Hibard

COPY

2 of 2

I'm concerned about the lack of decorum and respect at our Council meetings. Roberts Rules of Order and Parliamentary Procedures are not being followed. It is out of order to interrupt a member of council when they have the floor. Our council meetings are the time when we discuss city business openly. Healthy debate is good. Differing perspectives are good. We don't have to agree with each other, but each council member should be given the respect they deserve as an elected official. We are sitting up here not representing ourselves or our own personal interests, but, instead, the interests of our residents. We're here to represent the residents of Los Alamitos, and I hope we can do a better job of respecting each and following parliamentary procedures going forward. With that said, my neighbors and I are concerned about the lack of financial transparency here in Los Alamitos. At last month's council meeting, I requested basic financial information and was denied. The following is an excerpt of the transcript from our March 18, 2024 City Council meeting. This was captured in an article and was published on March 27, 2024 in the Event-News Enterprise article titled "Los Al presented with 'Creating Community' Recreation and Parks".

The article reads as follows:

During the discussion of the Consent Calendar, however, there was a sharp exchange between Council member Emily Hibard and City Manager Chet Simmons, as she expressed frustration about not being provided with the financial documents she requested. After repeated questions about city finances by Hibard and Council member Trisha Murphy over the past several months, the city recently changed its warrant policy to try to have their questions answered before the meeting and presumably out of the limelight. On Tuesday, Hibard questioned the policy and questioned why the city has refused to provide her with copies of invoices she requested. She said the city manager has not even responded to her emails, so she wanted to make her request public. Although she questioned the expenditure of \$12,000 for an interim finance manager, she focused most of her questioning on a \$32,000 payment to a company she identified as Harris and Associates for performing a "peer review" of the Lampson project.

The Lampson project is a housing project of about 250 mixed-use homes under consideration to be constructed on a large parcel of land along Lampson Ave. "That again is a question you can get an answer to," said Simmons, referring to the interim finance manager. "This is just a stopgap measure (interim finance manager) to get ourselves to a position where we can find a qualified individual. We've been out to recruit for this position many times and have yet to find somebody that we think is qualified," the city manager said. Hibard then asked about the invoice copy she requested without getting a response from Simmons, asking this time for her request to be duly noted in the minutes of the meeting. For the invoice, Hibard asked Simmons "as a matter of public record, about how many days do you need to provide this information to me?" "I will have to go back and see what exactly it's going to take in order to pull up each piece of that information," said Simmons. "Again, in the interest of time," he added, "we can speed up this process if these questions are given to us beforehand, we can have an answer before we get to the actual council meeting." Regarding the Harris and Associates \$32,000 expenditure, she asked to see the invoice. "I just want to clarify because I was under the under the impression that invoices are not being provided to council members. So, is that true or can we still request invoices or backup documentation?" "I will try to provide as much information as I can in order to get you to a place of comfort about your question," said Simmons. **"So we are providing invoices, no?" asked Hibard. "It's more than I can provide," he said, offering instead to provide "an explanation as to what exactly the invoice was for."** "Okay and does the city of Los Alamitos take the position that council members will not be provided with financial documentation to support our expenditures?" asked Hibard. "Not sure if I follow your question," said Simmons. "I'm asking for invoices. I'm not sure what we're spending these dollars on so I'd like to see the invoice instead of an email with a narrative. **I'd like to see the actual invoice. Is it the city's position to provide them (invoices) to council members,**" asked Hibard directly. **"That is a Council policy that we do not (provide invoices)," answered Simmons.** "What policy was that" asked Hibard? "It was action that the Council was asked whether or not they agreed with that policy and there was no voice of opposition," the city manager responded. "And what was the date of that," she asked. "I couldn't tell you," said Simmons. "And was there a vote taken," Hibard asked? "No," said Simmons, "but it was the issue that actually led us to having a warrant policy in the first place." "So there was no vote taken," affirmed Hibard, "and so it's a policy based on no vote?" "I think that it's very common

that I, in my role as city manager. I will say that absent hearing voices of opposition on this, I intend to do things this way. And that has stood for the last... I want to say at least four months," he responded. "So just to be clear, the city of Los Alamitos does not provide financial documentation to city council members upon request. Thank you," said Hibard.

Source: <https://event-newsenterprise.com/los-al-presented-with-creating-community-recreation-and-parks-award/>

I wanted to share this article this evening for 2 reasons: First, it is now April 29, over a month and a half after my request, and I have still not been provided with the Harris & Associates Lampson peer review report. By not providing this \$32,000 report to Council, it looks like we're hiding something from the public. Are we? Second, in this article, City Manager Simmons refers to a made-up, fictitious policy as his reason to withhold financial information from this Council. A written policy to withhold financial information from Council was never discussed at a public meeting. Such a policy was never voted on at a public meeting. What happens when a City Manager refuses to provide financial information to Council? How does the public benefit from a City Manager withholding financial details? It is the duty of this Council to provide financial oversight and ensure public funds are being used for the public's good. I am concerned about the City's finances. For the past year and half, my experience on this Council has been peppered with financial errors, mistakes, miscalculations and miscategorized expenses. And this has just been what I've been able to get my hands on. I'll conclude with this...I've been knocking doors throughout the City and it has been my pleasure meeting so many Los Al residents. To all of my neighbors, thank you for taking the time to speak with me. Thank you for taking the time to share your thoughts with me. Thank you for taking the time to share your stories with me. You are my favorite part about being on this council. I am here to accomplish one thing: to serve. If there's anything I can do to serve you better, please feel free to call me directly at 562-444-6751. Again, that's 562-444-6751.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11B

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Adopt Ordinance 2024-01 - Noise Standard Exemptions Associated with Construction and Property Maintenance Activities

SUMMARY

Consideration of a draft Ordinance concerning noise standard exemptions associated with construction and property maintenance activities.

RECOMMENDATION

Adopt Ordinance No. 2024-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.20.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING NOISE STANDARD EXEMPTIONS ASSOCIATED WITH CONSTRUCTION AND PROPERTY MAINTENANCE ACTIVITIES (ZOA 23-05) (CITY INITIATED)."

BACKGROUND

The proposed Ordinance ensures internal consistency within the Zoning Code by resolving ambiguity regarding exemptions from noise standards and will better define the noise standard exemptions and assist the City's Code Enforcement Division. The purpose for this amendment was made at the request of the Planning Commission, who felt that the noise ordinance was not clear and difficult to interpret concerning hours of construction and maintenance.

On October 25, 2023, the Planning Commission adopted a resolution that would recommend that City Council amend the City's Zoning Code regarding noise standards and exemptions associated with construction and property maintenance activities. The purpose of the Planning Commission's recommendation is to preserve the quality of life for residents but also allow those who work the ability to do construction activities on the weekend.

On April 15, 2024, the City Council conducted a first reading of the proposed Ordinance, waived future readings, and set Ordinance 2024-01 for adoption.

DISCUSSION

During the Planning Commission Meeting on October 25, 2023, the Planning Commission identified desired changes to the existing Zoning Ordinance concerning noise standard exemptions and definitions for construction and maintenance activities (ZOA 23-05). The Planning Commission recommended to the City Council the proposed Zoning Ordinance amendment to clarify and make the definitions more consistent with the interpretation and

enforcement standards. The City Council conducted a Public Hearing concerning ZOA 23-05 on April 15, 2024. After deliberation, the City Council voted to approve the proposed Ordinance with one modification: the exemption period for construction noise on Saturdays would be pushed back from 7:00 am to 8:00 am. The modified text of LAMC section 17.20.020 is set forth below. The proposed language can also be found in the second attachment titled "Ordinance Noise Standard Exemption Construction and Maintenance."

LAMC 17.20.020 Exemptions

A. The following activities shall be exempt from the provisions of this chapter.

4. Noise sources associated with construction activities provided the activities take place between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, or between the hours of 8:00 a.m. and 8:00 p.m. on Saturdays, and do not take place at any time on Sundays or Federal holidays;

5. Noise sources associated with the maintenance of real property, provided the activities take place between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and on Saturdays or between the hours of 9:00 a.m. and 6:00 p.m. on Sundays or Federal holidays;

B. For the purposes of this section, the following definitions shall apply:

1. The term "construction activities" means the building or enlargement of any structure, demolition, excavation, modification, alteration, substantial repair, remodeling, or grading of any real property.

2. The term "maintenance of real property" means the routine, recurring, and usual work for the preservation or protection of real property and improvements, including lawn mowing, tree trimming, pruning, painting, power washing, gutter cleaning, or similar undertakings that do not constitute construction activities.

FISCAL IMPACT

None.

Attachment: 1. Ordinance No. 2024-01 - Noise Associated with Construction and Property Maintenance Activities
 2. Planning Commission Resolution No. 2023-05 (10/25/23)

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.20.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING NOISE STANDARD EXEMPTIONS ASSOCIATED WITH CONSTRUCTION AND PROPERTY MAINTENANCE ACTIVITIES (ZOA 23-05) (CITY INITIATED)

WHEREAS, Chapter 17.20 of the Los Alamitos Municipal Code (“LAMC”) includes noise standards intended to prohibit the generation of excessive noise. Paragraphs (D) and (E) of LAMC section 17.20.020 includes noise standard exemptions for noise sources associated with certain construction and maintenance activities on real property, subject to specified limitations; and,

WHEREAS, the text of existing LAMC section 17.20.020 is included as Attachment 1 to this Ordinance; and,

WHEREAS, on July 26, 2023, the Planning Commission reviewed and discussed the LAMC section 17.20.020 noise standard exemptions and determined that the distinction between “construction” in Paragraph (D) and “maintenance” in paragraph (E) of LAMC section 17.20.020 is unclear; and,

WHEREAS, on September 27, 2023, following further discussion and deliberation, the Planning Commission directed Staff to draft a resolution recommending to City Council adoption of an ordinance amending the LAMC section 17.20.020 to clarify the language and resolve the ambiguity between the noise standard exemptions for construction and property maintenance activities (the “Amendment”); and,

WHEREAS, on October 25, 2023, the Planning Commission held a duly noticed Public Hearing concerning the proposed Amendment, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed Amendment on April 15, 2024; and,

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

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

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

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

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

The proposed Amendment does not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code.

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

The proposed Amendment will enhance the public convenience, health, interest, safety, and welfare of the City by resolving an ambiguity in the existing Zoning Code regarding exemptions from noise standards. This clarification will help residents understand the noise standard exemptions and assist City Code Enforcement.

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

The proposed Amendment will not result in any physical change to the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) (3) – the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

4. *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

The proposed Amendment ensures internal consistency within the Zoning Code by resolving an ambiguity regarding exemptions from noise standards. This clarification will help residents understand the noise standard exemptions and assist City Code Enforcement.

SECTION 3. Section 17.20.020 (Exemptions) of Chapter 17.20 (Noise) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to and restated in its

entirety to read as follows:

“17.20.020 Exemptions

- A. The following activities shall be exempt from the provisions of this chapter.
 - 1. School bands, school athletic events, and school entertainment events, provided these events are conducted on school property or authorized by special permit from the City;
 - 2. Activities lawfully conducted in public parks, public playgrounds, and public or private school grounds;
 - 3. A mechanical device, apparatus, or equipment used, related to, or connected with emergency machinery, vehicle, or work;
 - 4. Noise sources associated with construction activities, provided the activities take place between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, or between the hours of 8:00 a.m. and 8:00 p.m. on Saturdays, and do not take place at any time on Sundays or Federal holidays;
 - 5. Noise sources associated with the maintenance of real property, provided the activities take place between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and on Saturdays, or between the hours of 9:00 a.m. and 6:00 p.m. on Sundays or Federal holidays;
 - 6. An activity or equipment to the extent that design regulation of it has been preempted by State or Federal laws.
- B. For the purposes of this section, the following definitions shall apply:
 - 1. the term “construction activities” means the building or enlargement of any structure, demolition, excavation, modification, alteration, substantial repair, remodeling, or grading of any real property.
 - 2. the term “maintenance of real property” means the routine, recurring, and usual work for the preservation or protection of real property and improvements, including lawn mowing, tree trimming, pruning, painting, power washing, gutter cleaning, or similar undertakings that do not constitute construction activities.”

A track changes version of this language is included as Attachment 2 to this Ordinance (deleted text in ~~strikethrough~~; new text in underline).

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

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

PASSED, APPROVED, AND ADOPTED this 20th day of May, 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 Ordinance No. 2024-01 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 15th day of April, 2024 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 20th day of May, 2024, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

Attachment 1

Existing LAMC §17.20.020

17.20.020 Exemptions

The following activities shall be exempt from the provisions of this chapter.

- A. School bands, school athletic events, and school entertainment events, provided these events are conducted on school property or authorized by special permit from the City;
- B. Activities lawfully conducted in public parks, public playgrounds, and public or private school grounds;
- C. A mechanical device, apparatus, or equipment used, related to, or connected with emergency machinery, vehicle, or work;
- D. Noise sources associated with construction, repair, remodeling, or grading of any real property, provided a permit has been obtained from the City, and further provided the activities do not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and on Saturdays, or at any time on Sundays or Federal holidays;
- E. Noise sources associated with the maintenance of real property, provided the activities take place between the hours of 8:00 a.m. and 8:00 p.m. on weekdays and on Saturdays, or between the hours of 9:00 a.m. and 6:00 p.m. on Sunday or a Federal holiday;
- F. An activity or equipment to the extent that design regulation of it has been preempted by State or Federal laws.

Attachment 2

Track Changes Revisions to LAMC §17.20.020

17.20.020 Exemptions

A. The following activities shall be exempt from the provisions of this chapter.

1. A. School bands, school athletic events, and school entertainment events, provided these events are conducted on school property or authorized by special permit from the City;

2. B. Activities lawfully conducted in public parks, public playgrounds, and public or private school grounds;

3. C. A mechanical device, apparatus, or equipment used, related to, or connected with emergency machinery, vehicle, or work;

4. D. Noise sources associated with construction activities, repair, remodeling, or grading of any real property, provided a permit has been obtained from the City, and further provided the activities do not take place between the hours of 7:00 a.m. 8:00 p.m. and 8:00 p.m. 7:00 a.m. on weekdays and, or between the hours of 8:00 a.m. and 8:00 p.m. on Saturdays, or and do not take place at any time on Sundays or Federal holidays;

5. E. Noise sources associated with the maintenance of real property, provided the activities take place between the hours of 7:00 a.m. 8:00 a.m. and 8:00 p.m. on weekdays and on Saturdays, or between the hours of 9:00 a.m. and 6:00 p.m. on Sundays or a Federal holidays;

6. F. An activity or equipment to the extent that design regulation of it has been preempted by State or Federal laws. (Ord. 19-03 § 3, 2019; Ord. 688 § 1, 2006)

B. For the purposes of this section, the following definitions shall apply:

1. The term “construction activities” means the building or enlargement of any structure, demolition, excavation, modification, alteration, substantial repair, remodeling, or grading of any real property.

2. The term “maintenance of real property” means the routine, recurring, and usual work for the preservation or protection of real property and improvements including lawn mowing, tree trimming, pruning, painting, power washing, gutter cleaning, or similar undertakings that do not constitute construction activities.

PC RESOLUTION NO. 2023-05

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF LOS ALAMITOS, CALIFORNIA,
RECOMMENDING THE CITY COUNCIL ADOPT
ORDINANCE NO. 2023-05 AMENDING AND
RESTATING SECTION 17.20.020 OF THE LOS
ALAMITOS MUNICIPAL CODE CONCERNING NOISE
STANDARD EXEMPTIONS ASSOCIATED WITH
CONSTRUCTION AND PROPERTY MAINTENANCE
ACTIVITIES (ZOA 23-05) (CITY INITIATED)**

WHEREAS, Chapter 17.20 of the Los Alamitos Municipal Code ("LAMC") includes noise standards intended to prohibit the generation of excessive noise. Paragraphs (D) and (E) of LAMC section 17.20.020 includes noise standard exemptions for noise sources associated with certain construction and maintenance activities on real property, subject to specified limitations; and,

WHEREAS, on July 26, 2023, the Planning Commission reviewed and discussed the LAMC section 17.20.020 noise standard exemptions and determined that the distinction between "construction" in Paragraph (D) and "maintenance" in paragraph (E) of LAMC section 17.20.020 is unclear; and,

WHEREAS, on September 27, 2023, following further discussion and deliberation, the Planning Commission directed Staff to draft a resolution recommending to City Council adoption of an ordinance amending the LAMC section 17.20.020 to clarify the language and resolve the ambiguity between the noise standard exemptions for construction and property maintenance activities (the "Amendment"); and,

WHEREAS, on October 25, 2023, the Planning Commission held a duly noticed Public Hearing concerning the proposed Amendment; and,

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

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

SECTION 1. The Planning Commission finds that the above recitals are true and correct.

SECTION 2. The Planning Commission hereby recommends that the City Council adopt Ordinance No. 2023-05 amending and restating Section 17.20.020 of the Los Alamitos Municipal Code concerning noise associated with construction and property maintenance activities, attached hereto as Exhibit "A", based on the following findings, as specified in Section 17.58.060 of the Los Alamitos Municipal Code:

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

The proposed Amendment does not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code.

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

The proposed Amendment will enhance the public convenience, health, interest, safety, and welfare of the City by resolving an ambiguity in the existing Zoning Code regarding exemptions from noise standards. This clarification will help residents understand the noise standard exemptions and assist City Code Enforcement.

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

Public Resources Code § 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Resolution does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the resolution does not call for any change in the existing environmental conditions within the City. Instead, the proposed Resolution merely recommends that the City Council adopt the proposed Ordinance. Accordingly, the proposed Resolution is not a "project" subject to the California Environmental Quality Act (CEQA). (Public Resources Code § 21065; CEQA Guidelines § 15378(a).)

Even if this action could be construed to be a project subject to CEQA, the proposed Resolution is exempt pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Planning Commission, as a recommending body, does not commit the City to any specific course of action, and the proposed Resolution does not constitute "approval" of any identifiable projects.

- d) *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

The proposed Amendment ensures internal consistency within the Zoning Code by resolving an ambiguity regarding exemptions from noise standards. This clarification will help residents understand the noise standard exemptions and assist City Code Enforcement.

SECTION 3. The Secretary of the Planning Commission shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 25th day of October 2023.



Gary Loe, Chair

ATTEST:



Irving Montenegro Jr., Development Services Manager

APPROVED AS TO FORM:



Michael S. Daudt, City Attorney

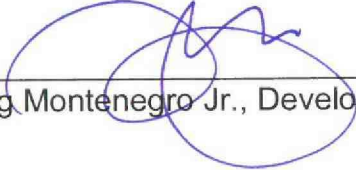
STATE OF CALIFORNIA)

COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Irving Montenegro Jr., Development Services Manager of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular

meeting of the Planning Commission held on the 25th day of October 2023, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:



Irving Montenegro Jr., Development Services Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11C

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Resolutions Pertaining to the November 5, 2024 General Municipal Election

SUMMARY

The City of Los Alamitos General Municipal Election will be held on Tuesday, November 5, 2024. It is the City's policy to consolidate the local election with the County of Orange. To enable such consolidation, it is necessary to adopt resolutions calling and giving notice of the election, requesting consolidation with the County, and adopting regulations pertaining to materials prepared by any candidate for a municipal election, including costs of candidates' statements.

RECOMMENDATION

1. Adopt Resolution No. 2024-15 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY'S CHARTER"; and,
2. Adopt Resolution No. 2024-16 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE"; and,
3. Adopt Resolution No. 2024-17 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE'S STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024."

BACKGROUND

The City originally transitioned to a district-based election system for Council members, adopting Ordinance No. 2018-05 on July 30, 2018. To reduce costs and simplify the Election process, the City's policy is to request consolidation of its election with that of the County. It is necessary to submit the appropriate Resolutions to the County of Orange. Three offices (District 1, 2, and 3) on the City Council will be subject to election on November 5, 2024.

DISCUSSION

Pursuant to Sections 10400 - 10418 of the Elections Code and provisions of law in the California Government Code, specific Resolutions must be adopted to proceed with the General Municipal Election. Attached for City Council review and action are three Resolutions to call for the election, request its consolidation with the Statewide General Election, and establish regulations for candidates' statements that satisfy requirements to hold the November 5, 2024 election.

Call the Election

Elections Code §§12001, 13119 requests the governing body adopt a Resolution calling the election. Resolution No. 2024-15 calls for and provides notice of the election for three Members of the City Council in Districts 1, 2, and 3, on Tuesday, November 5, 2024, and states that the Council will resolve a tie vote by lot.

Election Code § 15651 provides two options for resolution of a tied vote. Candidates who have received the tie votes will be summoned to appear before Council and will determine the tie by lot. In lieu of resolving a tie vote by lot, the Council would need to conduct a special runoff election. The City would bear all costs associated with a special runoff election, and the Council seat would remain vacant until the runoff election was complete.

Request Consolidation with Statewide General Election

Resolution No. 2024-16 requests the Orange County Board of Supervisors to consolidate the election with the Statewide General Election. To increase voter turnout and consolidate efforts and cost, the City has consolidated Elections with Statewide General Elections. This allows the City's election to appear on the same ballot as the Statewide General Election, provides for joint polling locations, and authorizes the Orange County Registrar of Voters to canvass the election results.

The City Clerk's Office coordinates all aspects of the candidate filings and works in close cooperation with the Orange County Registrar of Voters. Perspective Council candidates will direct all questions to the City Clerk's Office.

Candidates Statement

Resolution No. 2024-17 establishes regulations for candidates' statements and includes requirements of the Voting Rights Act relative to foreign language policy.

Elections Code §13307 states the City Council may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement. Statements are optional and candidates bear the full cost for translation and publication in the Voters Pamphlet. The candidate statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words regarding the candidate's education and qualifications, as expressed by the candidate.

Ballot Measures

This report only addresses calling the Election for three Council seats on November 5, 2024. Should the Council decide later to put forward a ballot measure, additional Resolutions will be required. The deadline to submit a ballot measure to the County is August 9, 2024.

FISCAL IMPACT

The Orange County Registrar of Voters has estimated the November 5, 2024, Election to be between \$15,019 - \$17,720. The Community Center has also been selected as a Vote Center pending completed repairs. Staffing for the voting center during non-operational hours of the Community Center will cost approximately \$4,000. In addition, staff administrative costs, public hearing translation expenses, and publication costs will be incurred. Sufficient funds have been included in the Election Expense account, 10-511-5233, in FY 2024-25 budget for costs.

Attachment: 1. Resolution No. 2024-15 - Call the Election
 2. Resolution No. 2024-16 - Consolidate with County
 3. Resolution No. 2024-17 - Candidate Statements

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY'S CHARTER

WHEREAS, under the provisions of the City's Charter, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the City's Charter there is called and ordered to be held in the City of Los Alamitos, California, on Tuesday, November 5, 2024 a General Municipal Election for the purpose of electing a District 1 Council Member, a District 2 Council Member, and a District 3 Council Member for the full term of four years.

SECTION 2. That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 3. That the polls(vote centers) for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls(vote centers)shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

SECTION 4. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 6. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this 20th day of May, 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 May, 2024, by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Los Alamitos called a General Municipal Election to be held on November 5, 2024, for the purpose of the election of a Council Member in District 1, District 2, and District 3; and,

WHEREAS, it is desirable that the General municipal election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 5, 2024, for the purpose of the election of a Council Member in District 1, District 2, and District 3.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Los Alamitos recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Orange.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 20th day of May, 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 May, 2024, by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Los Alamitos on November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Orange. The County is required to translate the candidate's statements into the following languages: Spanish, Korean, Vietnamese and Chinese
- B. The County will print and mail voter information guides and candidates statements to all voters in Spanish, Korean, Vietnamese and Chinese or The County will mail separate voter information guides and candidates statements in Spanish, Korean, Vietnamese and Chinese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places/vote centers, on the County's website, and in the Elections Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language, requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro-rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 9. That this resolution shall apply only to the election to be held on Tuesday, November 5, 2024, and shall then be repealed.

SECTION 10. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 20th day of May, 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 May, 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: May 20, 2024

ITEM NUMBER: 11D

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: City Council Meeting Summer Schedule

SUMMARY

In recognition of the importance of having as many City Council members as possible present at Council meetings and with summer scheduling upon us, Staff thought it prudent to bring an item to the Council to ensure transparency and another layer of noticing the public of the change in Council meeting dates.

RECOMMENDATION

Approve the following dates for City Council Adjourned Regular Meetings at 6:00 p.m.: Monday, June 24, 2024; Monday, July 22, 2024; Monday August 19, 2024 (no change); and, Monday, September 23, 2024.

BACKGROUND

California Government Code allows the Council to adjourn meetings to a date certain for the purpose of holding a regular meeting. As an extra layer of transparency, the City is providing this report to notice the public of upcoming summer changes.

DISCUSSION

Ensuring that as many City Council members as possible are present when conducting the people's business and the ability to ensure meaningful public participation during these meetings is an important tenant for the City of Los Alamitos. This item aims to formalize the below summer schedule for City Council meetings.

Monday, June 24, 2024 at 6:00 p.m.

Monday, July 22, 2024 at 6:00 p.m.

Monday, August 19, 2024 at 6:00 p.m. (no change)

Monday, September 23, 2024 at 6:00 p.m.

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11E

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: 2024 Conflict of Interest Code Biennial Notice

SUMMARY

The Political Reform Act requires each city to review its conflict of interest code biennially and notify the City Council as to whether or not the code needs to be amended. The completed biennial notice must be submitted to the City Council no later than October 1, 2024.

RECOMMENDATION

Receive and file the 2024 Conflict of Interest Code Biennial Notice.

BACKGROUND

The Political Reform Act (Government Code Section 81000 et seq.) requires every local government agency to review its Conflict of Interest Code biennially. The Biennial Notice must be completed and filed with the City Council. Any amendments to the Conflict of Interest Code (COI) must be submitted to the City Council for approval by no later than October 1, 2024. The Conflict of Interest Code is not effective until it has been approved by the City Council.

Cities are required to adopt and, when necessary, amend a Conflict of Interest Code. A Conflict of Interest Code designates, by employment position, those City employees who make or participate in making governmental decisions that may have a foreseeable material effect on any financial interest held by the employee and requires the designated employee to disclose those interests.

The City Council, Planning Commission, City Manager and City Attorney are not covered in the Conflict of Interest Code because they are already required to file Statements of Economic Interest on Form 700 pursuant to other sections of the Political Reform Act with the Fair Political Practices Commission.

The City Council adopts the Conflict of Interest Code by Resolution which includes adoption by reference of Section 18730 of the California Code of Regulations which is the model Conflict of Interest Code adopted by the Fair Political Practices Commission for all State and local government agencies. The benefit to adopting the model code is that the City does not have to amend its Code each time the Fair Political Practices Commission amends the Regulations. Amendments automatically become a part of the City's Code without further action.

The Fair Political Practice Commission recommends that a Conflict of Interest Code be amended if any of the circumstances below apply since the Code was last adopted.

- The current code is more than five years old?
- There have been any substantial changes to the City's organizational structure
- Positions have been eliminated/re-named
- New positions have been added
- There have been substantial changes in duties or responsibilities for a position

DISCUSSION

The City's Conflict of Interest Code was adopted on July 18, 2022, by Resolution No. 2022-26. As the Code was updated in the last five years and there have been no substantial changes to the City's organizational structure or positions, no amendment is needed at this time.

FISCAL IMPACT

None.

Attachment: 1. Resolution No. 2022-26 - Conflict of Interest Code

RESOLUTION NO. 2022-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY AND REPEALING RESOLUTION 2021-38

WHEREAS, the Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate Conflict of Interest Codes; and,

WHEREAS, the Fair Political Practices Commission has adopted Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations, Section §18730, which contains the terms of a standard Conflict of Interest Code which can be incorporated by reference in an agency's code; and,

WHEREAS, after public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and,

WHEREAS, the terms of Title 2, Division 6, California Code of Regulations, Section §18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference; and,

WHEREAS, individuals holding designated positions shall file their statements of economic interest with the City Clerk, which will make the statements available for public inspection and reproduction (Government Code Section 81008); and,

WHEREAS, upon receipt of the statements for designated filers under Government Code Section 87200, the City Clerk shall make and retain copies and forward the originals to the Fair Political Practices Commission. All other statements will be retained by the City; and,

WHEREAS, The City's current Conflict of Interest Code was adopted by Resolution 2021-38 on December 31, 2021.

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

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

SECTION 2. This Resolution and the attached Exhibits designating positions, Exhibit A, and establishing disclosure requirements, Exhibit B, shall constitute the Conflict of Interest Code of the City of Los Alamitos.

SECTION 3. Resolution No. 2021-38 and all previously adopted Conflict of Interest Codes of the City of Los Alamitos are hereby repealed.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2022.

DocuSigned by:

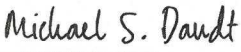
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Shelley Hasselbrink, Mayor

ATTEST:

DocuSigned by:

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

APPROVED AS TO FORM:

DocuSigned by:

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Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, California, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of July, 2022, by the following vote, to wit:

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

DocuSigned by:

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

Exhibit A - Designated Employees and Disclosure Categories

The following positions entail the making or participation in the making of decisions which may foreseeably have a material effect of financial interests:

Designated Position ¹	Disclosure Categories
Accountant	1, 2, 3, 4, 5, 6
Administrative Services Director	1, 2, 3, 4, 5, 6
Administrative Services Manager	1, 2, 3, 4, 5, 6
Associate Planner	1, 2, 3, 4, 5, 6
Assistant Planner	1, 2, 3, 4, 5, 6
Assistant to the City Manager	1, 2, 3, 4
Benefits Coordinator/Executive Assistant	1, 2, 3, 4, 6
Building Official	1, 2, 3, 4, 5, 6
Chief of Police	1, 2, 3, 4, 6
City Clerk	1, 2, 3, 4, 6
City Clerk/Director of Communications	1, 2, 3, 4, 6
City Engineer	1, 2, 3, 4, 5, 6
City Treasurer	1, 2, 3, 4, 5, 6
Code Enforcement Officer	1, 2, 3, 4, 5, 6
Development Services Director	1, 2, 3, 4, 5, 6
Development Services Manager	1, 2, 3, 4, 5, 6
Director of Communications	1, 2, 3, 4, 6
Economic Development Supervisor	1, 2, 3, 4, 5, 6
Finance Assistant	1, 2, 3, 4
Finance Director	1, 2, 3, 4, 5, 6
Finance Manager	1, 2, 3, 4, 5, 6
Lead Foreman	1, 2, 3, 4
Maintenance Foreman	1, 2, 3, 4
Management Analyst	1, 2, 3, 4
Police Captain	1, 2, 3, 4, 6
Public Works Superintendent	1, 2, 3, 4, 6
Public Works Supervisor	1, 2, 3, 4, 6
Recreation & Community Services Director	1, 2, 3, 4, 5, 6
Recreation & Community Services Manager	1, 2, 3, 4
Recreation Supervisor	1, 2, 3
Senior Finance Assistant	1, 2, 3, 4
Support Services Manager	1, 2, 3, 4, 5, 6
Consultants/New Positions ²	1, 2, 3, 6

¹ The City Council, Planning Commission, City Manager and City Attorney are not covered in the Conflict of Interest Code because they are already required to file Statements of Economic Interest on Form 700 pursuant to other sections of the Political Reform Act.

² Consultants/New Positions are included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine, in writing, that a particular consultant, although a "designated position" is hired to perform a

Committee, Commission and Board Members:

Los Alamitos Community Foundation	1, 2, 3, 5, 6
Parks, Recreation & Cultural Arts Commission	1, 2, 3, 5, 6
Personnel Appeals Commission	1, 2, 3, 5, 6
Traffic Commission	1, 2, 3, 5, 6

range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultants' duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection by the City Clerk in the same manner and location as this Conflict of Interest Code.

Exhibit B - Categories of Reportable Economic Interests

Designated Employees in Disclosure Category 1 Must Report:

All interest in real property, as defined in Government Code § 82033, located within or subject to the jurisdiction of the City. Real property shall be deemed to be within the jurisdiction of the City if the property or any part of it is located within or not more than two miles outside the boundaries of the City of Los Alamitos, or within two miles of any land owned or used by the City of Los Alamitos. No disclosure need be made concerning the principal residence of the designated employee.

Designated Employees in Disclosure Category 2 Must Report:

All investments, as defined in Government Code § 87034. Financial interests are reportable only if located within or subject to the jurisdiction of the City of Los Alamitos, or if the business entity is doing business or planning to do business in the City of Los Alamitos, or has done business within the City of Los Alamitos at any time during the two years prior to the filing of the statement.

Designated Employees in Disclosure Category 3 Must Report:

All income, as defined in Government Code § 82030, from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

Designated Employees in Disclosure Category 4 Must Report:

Employees whose duties involve contracting or purchasing:

Contracts or makes purchases for the entire City: Investments and business positions in business entities and sources of income, which provide services, supplies, materials, machinery or equipment of the type utilized by the City of Los Alamitos.

Contracts or makes purchases for specific department: Investments and business positions in business entities and sources of income, which provide services, supplies materials, machinery or equipment of the type utilized by the designated employee's department or division.

Designated Employees in Disclosure Category 5 Must Report:

Investments and business positions in business entities, and sources of income, which engage in land development, construction or the acquisition or sale of real property, and all interests in real property, with the exception of the principal residence of the designated employee.

Designated Employees in Disclosure Category 6 Must Report:

All investments and business positions in business entities, and sources of income, which are subject to the regulatory, permit or licensing authority of the City of Los Alamitos.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11F

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: City Council Travel and Reimbursement Policy

SUMMARY

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

RECOMMENDATION

Adopt Revised Administrative Regulation 6.2 - City Council Travel and Reimbursement Policy.

BACKGROUND

The City Council adopted a City-wide travel and reimbursement policy in February 2023. During the Fiscal Year 2023-24 Budget Adoption process, the Budget Standing Committee (BSC) requested a policy specific to the City Council. The Council adopted the City Council Travel Policy on August 21, 2023. During the mid-year budget process, the BSC requested the policy come back for further review.

DISCUSSION

The attached policy for the Council's consideration aligns with previously adopted policies. Clerical edits were made for grammar and clarity. Significant changes to specific sections are highlighted below.

Section 12 - Authorized Expenses

The cost of the City Council Members' attendance at events organized by the following groups will be covered by the City or will be eligible for reimbursement:

1. Association of California Cities (local events only)
2. Association of Defense Communities
3. California Local Agency Formation Commission
4. Casa Youth Shelter
5. Cypress College Americana Awards
6. Joint Forces Training Base, Los Alamitos
7. League of California Cities (local events only)
8. Los Alamitos Chamber of Commerce
9. Los Alamitos Community Foundation
10. Los Alamitos Education Foundation
11. Los Alamitos Unified School District
12. Orange County Fire Authority

1. Los Alamitos appointed representatives will have priority for events.
13. Orange County Mosquito and Vector Control District
 1. Los Alamitos appointed representatives will have priority for events.
14. Orange County Sanitation District
 1. Los Alamitos appointed representatives will have priority for events.
15. Orange County Water District
16. Precious Life Shelter
17. Serve Los Al
18. St. Isidore
19. The Youth Center (Los Alamitos)
20. Transitions in Motherhood
21. We Care

Additional authorization for events, meetings, or any other reimbursement will require City Council approval before attendance to receive reimbursement.

Section 13 - Unauthorized Expenses

Personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip.
2. Political contributions or events.
3. Family expenses, including a partner's expenses when accompanying the traveler on City-related business, as well as children or pet-related expenses.
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf-related expenses), or other cultural events. However, where the City is acting in a host capacity, those host-related expenses, including entertainment expenses and meals, may be reimbursed with prior approval from the City Manager.
5. Non-mileage personal automobile expenses, including traffic citations.
6. Mileage expenses to meetings of boards to which the traveler has been appointed and for which the traveler receives a stipend from that organization (e.g. OCFA, OCSD, SCAG, etc.).
7. Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved with the City Council before the expense is incurred.

Section 14 - Scheduling Assistance

Appointed Officials are responsible for maintaining their own calendars. The City will maintain a Council Calendar for event invitations the City is aware of. This Calendar is a planning tool and does not cover every possible event. The City will endeavor to provide notification when received of the listed events in Section 12. When a reservation is requested, calendar notices will be sent out as a courtesy.

Section 15 - "No Show" and Reimbursement

Definition of No-Show: A "no-show" occurs when an Appointed Official fails to attend a scheduled event and a reimbursement will not be provided to the City.

Notification Requirements: Appointed Officials are required to provide at least three working days advance notice if they need to cancel a previously requested reservation.

Consequences of No-Show: If an Appointed Official fails to attend a scheduled appointment without providing the required notice, they will be required to reimburse the City the total cost for the reservation within three business days.

Exceptions: Appointed Officials who can provide valid documentation of unforeseen circumstances or emergencies that prevented them from attending the event may be considered for exceptions to the no-show policy. The City Council will make the final determination as to the granting of exceptions.

Notification of No-Show: In the event of a no-show, the Appointed Official will be notified of the missed event and any associated charges via e-mail from the City Clerk and/or their designee.

Policy Acknowledgment: By requesting the City to reserve your attendance at events, Appointed Officials agree they have read and understood the no-show policy and agree to abide by its terms.

Section 19 - Credit Card Use

This section was removed from the policy.

FISCAL IMPACT

There are no fiscal impacts associated with the adoption of this policy. It is anticipated with a streamlined approach, Council travel and training will decrease over time.

Attachment: 1. Section 6.2 - City Council Travel and Reimbursement Policy (2024)

City of Los Alamitos

Administrative Regulation

Regulation:	6.2
Title:	City Council Travel and Reimbursement Policy
Authority:	Adopted by City Council Minute Order
Date:	August 21, 2023
Revised:	May 20, 2024

1. INTENT AND PURPOSE

The City of Los Alamitos recognizes the value of attendance by City officials at professional conferences, seminars, meetings with other government officials, professional organizations, community organizations, and constituents and ceremonial events and activities that promote or benefit the City. This policy establishes travel authorization, expense, reimbursement, and reporting standards consistent with California Government Code Sections 53232.2 and 53232.3 and adopted City policies.

2. APPLICATION

This policy applies to City Council Members and appointed members of City boards, commissions, and committees.

3. DEFINITIONS

(A) "Appointed Officials" shall refer to those officials appointed as members of City boards, commissions and committees, which constitute legislative bodies (as defined by Government Code Section 54952)

(B) "City" shall refer to the City of Los Alamitos.

(C) "City Council Members" shall refer to the individuals who comprise the governing body of the City.

(D) "City Manager" shall refer to the City Manager of the City of Los Alamitos, or his or her designee.

4. POLICY

The City reimburses City Council Members and Appointed Officials for expenses incurred in connection with business related travel and attendance at meetings and events, in amounts designated in the approved City budget. The establishment of reasonable limits on expense reimbursement assures a prudent and responsible use of public funds to allow officials to attend beneficial conferences, seminars, and meetings.

Absent unusual circumstances and only with the permission of the City Council, expense reimbursements will not exceed the amounts set forth in this policy. "Reimbursement" for purposes of this policy means all forms of payment for expenses incurred by City officials in the course of their official duties whether paid directly by the City (including without limitation, with a City-issued credit card) or advanced by City officials with personal funds and later reimbursed from City funds.

This policy is not intended to address every issue, exception or contingency that may arise in the course of City travel. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources. Specific issues not covered here may be directed to the City Manager.

5. TRAVEL REQUESTS AND AUTHORIZATION

A. City Council and Appointed Officials

Overnight travel for City Council Members shall be coordinated and arranged through the City Clerk's Office and is subject to all provisions of this policy except as otherwise noted. Overnight travel for Appointed Officials shall be coordinated and arranged by the corresponding department.

B. City Representation

When total travel expenses for an event (i.e. registration, lodging, auto, air fare, meals, etc.) will cost over \$500, only one City representative shall be entitled to reimbursement for their attendance. The Mayor/Presiding Officer shall have first right to attend events at the City's expense. Second right shall go to the Mayor Pro Tem/Vice Chair and then to the Council Member with the most seniority.

Should a Council Member believe there is a benefit to the City to incur the cost of sending more than one City Council representative to an event, they may request an item be put on the next City Council agenda for approval. Requests for an additional Council Member's and/or Appointed Official's travel will be processed in accordance with the agenda report deadlines established by the City Clerk's Office.

City Council Members and Appointed Officials are able to attend events without approval of the City Council at their own expenses. It is understood representatives attending at their own expense are attending as individuals and shall not speak on behalf of the City.

6. CODE OF CONDUCT

The City promotes freedom of expression and open communication. It is expected that all Council Members and Appointed Officials will follow the outlined code of conduct

when representing the City and will avoid offending, participating in serious disputes, and disrupting workplaces.

A. Compliance with Law

All Council Members and Appointed Officials should comply with all federal, state, and local regulations, including any regulations provided by the event's organization. Council Members and Appointed Officials shall act ethically and responsibly when dealing with the City's finances, partnerships, and public image.

B. Personal Appearance

Council Members and Appointed Officials should follow the City's adopted Administrative Rules and Regulation 1.8: Dress Code and Professional Standards Policy. City officials are encouraged to wear City issued attire when appropriate.

Should a Council Member or Appointed Official wish to purchase additional attire they may do so at their own expense as long as the City seal is not used. Use of City logos is permissible. Logos may be requested from the City Clerk's Office.

C. Job Duties and Authority

All Council Members and Appointed Officials should fulfill their job duties with integrity and respect toward colleagues, other agencies, and the community.

When Council Members and Appointed Officials speak or take action on behalf of the City, they must do so with consideration of the generally accepted practices of the City or upon approval of the City Council. Should a traveler publicly take a position inconsistent with the City's policy or practice, the Council Member/Appointed Official is obligated to make clear he/she does not speak as a City representative.

D. Alcohol and Drug Policy

In compliance with the City's adopted Personnel Resolution, it is policy of the City of Los Alamitos to prohibit the use of alcohol or drugs in connection with the use of City funds, as it constitutes a threat to the safe and efficient performance of public service. With this in mind, the City prohibits the use or being under the influence of alcohol or drugs by any Council Member or Appointed Official while performing City business and/or while on City property.

7. COST CONTROL

To conserve City resources and keep expenses within reasonable standards, City officials must use the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, using the most direct and time-efficient route.

Government and group rates must be used when available if they present the least expensive fare.

Incidental Expenses, which shall include bridge, road tolls, parking fees, and other similar costs, are considered reimbursable expenses. Baggage handling fees up to \$50 per bag will also be reimbursed.

Expenses for which travelers receive reimbursement from another agency are not reimbursable.

8. LODGING

Actual lodging costs will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. When an additional charge is imposed for City business related internet/broadband access, the charge may be reimbursed as part of the room rate.

If the lodging is in connection with a conference or other organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is at the time of booking. If the group rate is not available, then travelers shall use comparable lodging that is consistent with the per diem rates for lodging as established in IRS Publication 1542, as amended, or any successor publication.

Travelers must request government rates, when available. Lodging rates that are equal or less than government rates are presumed to be reasonable and reimbursable for purposes of this policy. In the event that government rates are not available at a given time or area, lodging rates that are consistent with the per diem rates for lodging as established in IRS Publication 1542, as amended, or any successor publication, are presumed reasonable and reimbursable.

9. METHOD OF TRAVEL

A. Automobile Travel

- (1) City Vehicle. When using a City vehicle, travelers shall be reimbursed for the actual costs of fuel, oil and emergency repairs.
- (2) Private Vehicle. Automobile mileage is reimbursable at the Internal Revenue Service rates presently in effect. The reimbursable amount shall be based

upon the actual mileage traveled for the purposes of the traveler's official duties. In no case shall the amount of reimbursement exceed the cost of the least expensive ticket available via commercial air travel and, if applicable, the cost of a standard size rental car.

- (3) Rental Vehicle. Travelers shall be reimbursed for the cost of a standard size vehicle with the usual and customary levels of insurance. When demonstrable circumstances dictate necessity, travelers may be reimbursed, at the discretion of the City Manager, for upgrading to a larger vehicle.

B. Air Travel

- (1) Airfare shall be reimbursed at the actual ticket cost as stated on the receipt. The City will only reimburse up to the cost of economy class or equivalent ticket available via commercial air travel.
- (2) Change of flight fees shall not be reimbursable.
- (3) Long-term parking shall be reimbursable for travel exceeding twenty-four (24) hours.

C. Other Transportation

Taxi, bus, train, shuttle, or other similar fares, including associated gratuities of up to 15 percent, shall be reimbursed at their actual cost as stated on the receipt.

10. MEALS

Meal expenses and associated gratuities up to fifteen (15) percent will be reimbursed at their actual cost or at the Internal Revenue Service rates currently in effect, as set forth in Publication 1542, as amended, or any successor publication, whichever is less, subject to the following restrictions:

- (1) Breakfast will be reimbursed only when travel begins before 7:00 a.m. and extends beyond 8:00 a.m.
- (2) Lunch will be reimbursed only when travel begins before 12:00 p.m. and extends beyond 2:00 p.m.
- (3) Dinner will be reimbursed only when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

Meals provided for as part of the cost of the travel, including, but not limited to, conference, complementary, or in-flight meals, are not eligible for travel advances or reimbursement. The City will not pay for alcohol or other personal bar expenses.

11. PER DIEM ADVANCES

City officials who do not have City issued credit cards may claim a per diem of up to \$70 per day for meals and incidental expenses associated with City business where an overnight stay is required. Per diem may not be claimed by City officials with a City-issued Cal Card purchasing card.

City officials may claim per diem upon commencement of travel. For each 24-hour period thereafter, the City official can claim up to the full per diem amount. If there is a period of time of the trip with a duration of less than 12 hours, no more than one-half (1/2) the per diem rate may be claimed.

Eligible City officials must submit receipts on expenses purchased using per diem. Unused daily per diem funds must be returned to the Finance Department within fourteen (14) days of return. Failure to submit unused per diem funds constitutes a violation of this policy.

12. AUTHORIZED EXPENSES

City officials may be reimbursed for actual and necessary expenses incurred in the performance of official duties; provided, however, that reimbursement shall always be at the lesser of the actual cost or the IRS rates currently in effect, unless otherwise approved by the City Council in advance as provided below.

The following types of expenses generally constitute authorized expenses, as long as the other requirements of this policy are met and provided that total expenses incurred by the traveler are within the total amount budgeted for that fiscal year:

- (1) Communicating with representatives of regional, state and national government on City policy positions.
- (2) Attending organized educational seminars, conferences or activities designed to improve the City official's skill and information levels.
- (3) Participating in regional, state and national organizations or associations whose activities affect the City's interests; provided, however, that all such travel must be approved in advance by a majority vote of the City Council in a public meeting.
- (4) Attending City events including chamber of commerce events and the Annual Americana Awards.
- (5) Charitable event tickets.

In addition to the previous list of generally authorized expenses, city officials are authorized to attend events or to receive reimbursement for attending California specific events only for the organizations listed below:

- (1) Association of California Cities (local events only)
- (2) Association of Defense Communities
- (3) California Local Agency Formation Commission
- (4) Casa Youth Shelter
- (5) Cypress College Americana Awards
- (6) Joint Forces Training Base, Los Alamitos
- (7) League of California Cities (local events only)
- (8) Los Alamitos Chamber of Commerce
- (9) Los Alamitos Community Foundation
- (10) Los Alamitos Education Foundation
- (11) Los Alamitos Unified School District
- (12) Orange County Fire Authority
 - a. Los Alamitos appointed representatives will have priority for events.
- (13) Orange County Mosquito and Vector Control District
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- (14) Orange County Sanitation District
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- (15) Orange County Water District
- (16) Precious Life Shelter
- (17) Serve Los Al
- (18) St. Isidore
- (19) The Youth Center (Los Alamitos)
- (20) Transitions in Motherhood
- (21) We Care

Additional authorization for events, meetings, or any other reimbursement will require City Council approval before attendance to receive reimbursement.

13. UNAUTHORIZED EXPENSES

Personal expenses that the City will not reimburse include, but are not limited to:

- (1) The personal portion of any trip.
- (2) Political contributions or events.
- (3) Family expenses, including a partner's expenses when accompanying the traveler on City-related business, as well as children or pet-related expenses.
- (4) Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf-related expenses), or other cultural events. However, where the City is acting in a

host capacity, those host-related expenses, including entertainment expenses and meals, may be reimbursed with prior approval from the City Manager.

- (5) Non-mileage personal automobile expenses, including traffic citations.
- (6) Mileage expenses to meetings of boards to which the traveler has been appointed and for which the traveler receives a stipend from that organization (e.g. OCFA, OCSD, SCAG etc.)
- (7) Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved with the City Council before the expense is incurred.

14. SCHEDULING ASSISTANCE

Appointed Officials are responsible for maintaining their own calendars. The City will maintain a Council Calendar for event invitations the City is aware of. This Calendar is a planning tool and does not cover every possible event. The City will endeavor to provide notification when received of the listed events in Section 12. When a reservation is requested, calendar notices will be sent out as a courtesy.

15. "NO SHOW" AND REIMBURSEMENT

Definition of No-Show: A "no-show" occurs when an Appointed Official fails to attend a scheduled event and a reimbursement will not be provided to the City.

Notification Requirements: Appointed Officials are required to provide at least three working days advance notice if they need to cancel a previously requested reservation.

Consequences of No-Show: If an Appointed Official fails to attend a scheduled appointment without providing the required notice, they will be required to reimburse the City the total cost for the reservation within three business days.

Exceptions: Exceptions to the no-show policy may be considered for Appointed Officials who can provide valid documentation of unforeseen circumstances or emergencies that prevented them from attending the event.

Notification of No-Show: In the event of a no-show, the Appointed Official will be notified of the missed event and any associated charges via e-mail from the City Clerk and/or their designee.

Policy Acknowledgment: By requesting the City to reserve your attendance at events, Appointed Officials agree they have read and understood the no-show policy and agree to abide by its terms.

16. OTHER EXPENSES

Expenses that do not fall within the scope of this policy shall be approved by the City Council, in a public meeting, before the expense is incurred.

17. DOCUMENTATION OF EXPENSES; EXPENSE REPORTS

Travelers shall submit expense reports on the "EXPENSE REPORT" form provided by the City to the Treasurer within ten (10) days of incurring the expense.

In order to qualify for reimbursement, expense reports must be accompanied by documentary evidence, such as a receipt, canceled check or bill, for each expense. The documentary evidence should show the amount, date, place, and essential character of the expense.

If a traveler cannot produce documentary evidence, he or she shall not be reimbursed.

If the Treasurer finds that the traveler's aggregate reimbursable travel expenses were greater than the amount of any travel advance, the City shall pay the difference between the travel advance and the reimbursable expenses within thirty (30) days of submission of the "EXPENSE REPORT" form; provided, however, that reimbursement shall never exceed the amount authorized by Government Code Sections 53232.2 and 53232.3, this policy, or the adopted amount budgeted by the City Council.

The Treasurer shall review all forms and documentary evidence for appropriateness and compliance with this policy. Any disputed costs should be discussed between the Treasurer and the City Manager, who shall make a final determination as to whether reimbursement shall be made. If the City Manager deems it necessary, he or she may bring the disputed cost to the City Council for discussion in a public meeting, and the City Council's determination shall be final; provided, also, that the City Council Member whose expense is being discussed shall recuse himself or herself from the discussion. If the City Council cannot come to a decision (e.g. a tie vote), the City Manager's decision shall be final.

All documents related to reimbursable City expenditures are subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

18. TRAVEL ADVANCE POLICY

From time to time, it may be necessary for a traveler to request a cash advance to cover anticipated expenses while traveling or doing business on behalf of the City. Such request for an advance shall be submitted to the Treasurer on the "TRAVEL AUTHORIZATION AND ADVANCE REQUEST" form, as provided by the City. All

relevant documentation relating to the proposed expenses must be attached to the form.

- (1) No advance will be authorized in an amount less than one hundred dollars (\$100).
- (2) Any unused advance, or portion of an advance, must be returned to the Treasurer within ten (10) business days of the traveler's return, along with a completed and signed expense report, pursuant to section 15. Travelers who do not return the unused portion of a cash advance within ten (10) business days are ineligible for any additional advances until such time as the unused amount is returned.
- (3) A travel advance shall not, under any circumstances, be considered a personal loan.
- (4) Any expenditure of a travel advance, other than for the approved purpose of the advance, shall be considered a misappropriation of public funds.
- (5) Funds for prepaid items, such as airfare and registration, are not considered cash advances.

19. CITY COUNCIL MEMBER AND APPOINTED OFFICIAL REPORTS

At their next regular meeting, each City Council Member and Appointed Official shall provide a brief report on any meeting attended at the City's expense. If more than one City Council Member or Appointed Official attends the same event as prescribed in Section 5B the Mayor or Presiding Officer shall designate one attendee to give the report. The other attendees will be permitted to briefly report on any topics omitted by that designated City Council Member or Appointed Official.

20. PENALTIES

Pursuant to California Government Code section 53232.4, penalties for misuse of public resources or falsifying expense reports in violation of expense reporting policies, may include, but are not limited to, the following:

- (1) The loss of reimbursement privileges.
- (2) Restitution to the City.
- (3) Civil penalties for the misuse of public resources, pursuant to California Government Code section 8314.

- (4) Prosecution for misuse of public resources, pursuant to California Penal Code section 424.

History:

August 21, 2023 – Adopted by City Council

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11G

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Treasurer's Quarterly Investment Report - March 2024

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 – March 2024.

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, portfolio listing, and balances for the quarter ending March 31, 2024. Bank statements are being included per an ongoing request from a Council Member.

FISCAL IMPACT

Interest earnings for the quarter ending March 31, 2024, were \$190,198.

- Attachment:
1. Attachment 1 - March 2024 Quarterly Investment Report
 2. Attachment 2 - March 2024 Pooled Investment Portfolio Holdings
 3. Bank Statements (Redacted) - January 1, 2024-March 31, 2024

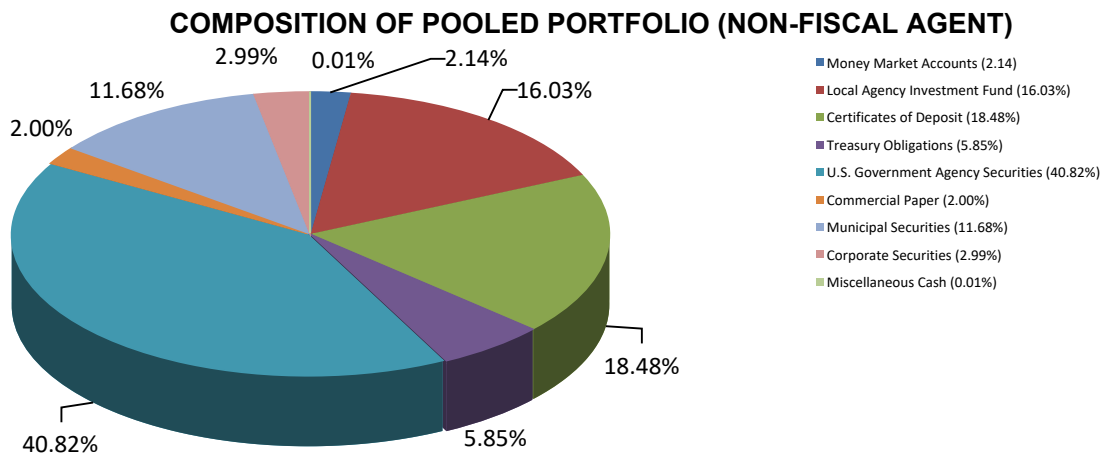


CITY OF LOS ALAMITOS

Quarterly Investment Report

March 31, 2024

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 528,669.55	\$ 528,669.55
Local Agency Investment Fund (LAIF)	3,989,513.83	3,963,754.06
Certificates of Deposit	4,687,000.00	4,569,244.95
Treasury Obligations	1,500,000.00	1,446,692.23
U.S. Government Agency Securities	10,500,000.00	10,087,906.42
Commercial Paper (2.00%)	500,000.00	494,248.40
Municipal Securities	3,150,000.00	2,887,515.45
Corporate Securities	750,000.00	739,423.15
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	25,608,683.38	24,720,954.21
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	61,109.70	61,109.70
TOTAL INVESTMENTS HELD BY FISCAL AGENT	61,109.70	61,109.70
TOTAL CASH & INVESTMENTS	\$ 25,669,793.08	\$ 24,782,063.91



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
March 31, 2024

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PURCH COST ₂	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE ₃
<u>MONEY MARKET ACCOUNTS</u>									
US Bank		Varies	Varies	Coll. ¹	Varies	528,669.55	528,669.55	0.50%	528,669.55
SUBTOTAL MONEY MARKET ACCOUNTS						528,669.55	528,669.55		528,669.55
<u>LOCAL AGENCY INVESTMENT FUND (LAIF)</u>									
		Varies	Varies	01/00/00	Varies	3,989,513.83	3,989,513.83	99.35%	3,963,754.06
<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%	234,683.72
Texas Exchange Bank SSB	88241TLA6	0.80%	06/04/26	FDIC	06/04/21	248,000.00	248,000.00	0.80%	227,441.88
Sallie Mae Bank Salt Lake UT	795451AF0	1.00%	07/28/26	FDIC	07/28/21	248,000.00	248,000.00	1.00%	227,521.80
Wells Fargo Bank NA	949764HK3	5.05%	11/07/28	FDIC	11/03/23	248,000.00	248,000.00	5.05%	255,618.46
Capital One Bank	14042TEU7	2.25%	03/23/27	FDIC	03/16/22	247,000.00	247,000.00	2.25%	230,642.58
Bank of Hapoalim New York	06251A3MO	1.50%	01/22/27	FDIC	01/22/22	250,000.00	250,000.00	1.50%	229,494.39
State Bank of India New York NY	856285C33	1.45%	01/22/27	FDIC	01/22/22	250,000.00	250,000.00	1.45%	229,077.41
American Express NA	02589ADK5	3.35%	08/05/24	FDIC	08/03/22	245,000.00	245,000.00	3.35%	243,276.89
Capital One NA	14042RTH4	3.50%	08/03/26	FDIC	08/03/22	245,000.00	245,000.00	3.50%	238,105.73
Ally Bank	02007GXG3	3.45%	08/04/26	FDIC	08/04/22	245,000.00	245,000.00	3.45%	237,831.89
Discover Bank	254673P34	3.50%	08/10/26	FDIC	08/10/22	245,000.00	245,000.00	3.50%	238,096.62
BMW Bank North America (FDIC Gtd)	05580AP24	3.25%	08/12/24	FDIC	08/12/22	245,000.00	245,000.00	3.25%	243,056.91
Charles Schwab Bank SSB	15987UBA5	5.05%	03/28/25	FDIC	03/28/23	243,000.00	243,000.00	5.05%	242,893.62
CIBC Bank	12547CBB3	4.35%	04/27/27	FDIC	04/23/23	250,000.00	250,000.00	4.35%	248,078.83
Freedom Bank of Virginia	35633MDE9	4.90%	05/03/28	FDIC	05/03/23	244,000.00	244,000.00	4.90%	244,059.14
BMO Harris Bank NA Chicago	05600XQE3	4.50%	05/16/28	FDIC	05/16/23	244,000.00	244,000.00	4.50%	245,443.43
Baiboa Thrift & Loan CA	05765LBV8	4.40%	07/31/28	FDIC	07/31/23	249,000.00	249,000.00	4.40%	249,716.46
Guardian CR UN Montgomery AL	40135GAA6	5.10%	09/29/28	FDIC	09/29/23	248,000.00	248,000.00	5.10%	255,978.49
Synchrony Bank	87164W2U1	4.75%	09/29/28	FDIC	09/29/23	244,000.00	244,000.00	4.75%	248,226.70
SUBTOTAL CERTIFICATES OF DEPOSIT						4,687,000.00	4,687,000.00		4,569,244.95
<u>TREASURY OBLIGATIONS</u>									
Treasury Bill	912797HG5	5.23%	4/25/24	AAA	03/27/24	248,946.74	250,000.00	5.23%	249,123.86
U. S Treasury Notes	91282CDH1	0.75%	11/15/24	AAA	12/15/21	498,564.00	500,000.00	0.75%	486,430.67
U. S Treasury Notes	912828ZF0	0.50%	03/31/25	AAA	05/26/21	501,142.50	500,000.00	0.50%	478,217.78
U. S Treasury Notes	91282CAT8	0.25%	10/31/25	AAA	10/28/21	243,349.00	250,000.00	0.25%	232,919.92
SUBTOTAL TREASURY OBLIGATIONS TOTAL						1,243,055.50	1,500,000.00		1,446,692.23
<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%	497,906.79
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%	737,899.97
Federal Home Loan Bank	3130ALCV4	0.750%	02/24/26	AAA	10/28/21	247,722.67	250,000.00	0.75%	232,034.27
Federal Farm Credit Banks	3133ENBK5	1.140%	10/20/26	AAA	12/15/21	249,438.75	250,000.00	1.14%	228,226.74
Federal Home Loan Bank	3130APFU4	1.050%	10/28/26	AAA	10/28/21	249,182.28	250,000.00	1.05%	228,443.41
FHLB STEP-UP	3130APTZ8	0.800%	11/24/26	AAA	11/21/21	500,000.00	500,000.00	0.85%	469,506.05
Federal Home Loan Banks	3130AQJG9	1.650%	01/28/27	AAA	01/22/22	1,000,000.00	1,000,000.00	1.65%	921,608.14
Federal Home Loan Banks	3130AQRH8	2.000%	02/25/27	AAA	02/25/22	1,000,000.00	1,000,000.00	2.00%	929,142.54
Federal Home Loan Banks	3130AR4T5	2.000%	03/22/27	AAA	03/17/22	500,000.00	500,000.00	2.00%	477,295.45
Federal Home Loan Banks	3130AQWJ8	2.050%	03/22/27	AAA	03/03/22	1,000,000.00	1,000,000.00	2.05%	932,357.71
Federal Home Loan Banks	3130ARKD2	3.250%	05/23/25	AAA	05/02/22	500,000.00	500,000.00	3.25%	481,196.71
Federal Home Loan Bank	3130ARXL0	3.000%	11/25/24	AAA	05/02/22	1,000,000.00	1,000,000.00	3.00%	986,364.76
Federal Home Loan Bank	3130ARYD7	3.250%	05/23/25	AAA	05/02/22	1,000,000.00	1,000,000.00	3.25%	982,083.68
Federal Home Ln Mtg Corp	3134GX2B9	4.250%	09/27/24	AAA	09/22/22	249,375.00	250,000.00	4.25%	248,859.21
Federal Home Loan Bank	3130ATGG6	4.500%	09/29/25	AAA	09/29/22	500,000.00	500,000.00	4.50%	497,929.62
Federal Farm Credit Banks	3133ENL32	4.230%	09/08/27	AAA	11/04/22	492,279.75	500,000.00	4.23%	488,464.56
Federal Home Loan Mtg Corp	3134GYNY4	5.250%	04/28/28	AAA	04/28/23	500,000.00	500,000.00	5.25%	499,348.62
Federal Farm Credit Banks	3133EP2Y0	5.170%	02/14/29	AAA	02/14/24	250,000.00	250,000.00	5.17%	249,238.19
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES						10,484,657.78	10,500,000.00		10,087,906.42
<u>COMMERCIAL PAPER</u>									
National Securities Clearing	63763PE39	5.300%	05/03/24	A-1+	11/07/23	243,448.61	250,000.00	5.300%	248,746.32
Barclays Bank PLC	06741FH26	5.050%	08/02/24	A-1+	02/01/24	243,757.64	250,000.00	5.050%	245,502.08
SUBTOTAL COMMERCIAL PAPER						487,206.25	500,000.00		494,248.40
<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%	225,837.50
California State GO Unlimited Taxable	13063DRD2	4.4200%	10/01/26	Aa2	01/03/23	468,195.69	500,000.00	4.4200%	474,035.00
San Diego CA CMNTY CLG GO UNLT	797272RN3	4.0500%	05/01/26	Aaa	04/14/23	249,277.54	270,000.00	4.0500%	251,046.00
California ST GO TXBL	13063DGB8	4.2000%	02/01/28	Aa2	05/15/23	246,970.00	250,000.00	4.2000%	246,017.50
Liberty CA Union High Sch Dist	530319SN3	4.0500%	08/01/27	Aa2	05/26/23	269,393.21	300,000.00	4.0500%	269,814.00
Torrance CA UNIF SCH DIST	8913815A9	4.5000%	08/01/27	AA-	06/16/23	274,497.18	295,000.00	4.5000%	276,651.00
Citrus CA CCD	17741RGF9	4.6500%	08/01/28	Aa1	08/30/23	241,374.36	280,000.00	4.6500%	247,550.80
California ST GO TXBL Various	13063DC48	4.2000%	02/01/28	AA	06/01/23	360,317.56	400,000.00	4.2000%	362,068.00
Chaffey CA Community College Dist	157432LP8	4.2500%	06/01/28	Aa1	01/26/24	229,812.62	255,000.00	4.2500%	228,564.15
Santa Monica-Malibu Unified Sch Dist	802498ZC2	4.1200%	08/01/28	Aa1	01/10/24	309,724.36	350,000.00	4.1200%	305,931.50
SUBTOTAL MUNICIPAL SECURITIES						2,868,975.02	3,150,000.00		2,887,515.45
<u>CORPORATE SECURITIES</u>									
Pacific Life Short Term FDG	69448WDC5	5.1500%	04/12/24	A-1	01/11/24	246,709.72	250,000.00	5.1500%	249,445.25
Morgan Stanley Finance LLC	61766YMT5	5.1500%	01/20/28	A-1	01/20/23	250,000.00	250,000.00	5.1500%	242,313.90
Pfizer Inc	71708EEW1	5.2200%	05/30/24	A-1	11/29/23	243,402.50	250,000.00	5.2200%	247,664.00
SUBTOTAL CORPORATE SECURITIES						740,112.22	750,000.00		739,423.15
FISCAL AGENT						61,109.70	61,109.70		61,109.70



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
March 31, 2024

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PURCH COST ²	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE ³
MISCELLANEOUS CASH						3,500.00	3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS						20,511,006.77	21,087,000.00		20,225,030.60
TOTAL POOLED CASH & INVESTMENTS						25,093,799.85	25,669,793.08		24,782,063.91

¹ Collateralized in accordance with Section 53652 of the CA state code.
² Purchase cost may be less than the amortized cost, where the transaction was at a discount to take advantage of market conditions.
³ Market value represents the value of the investment at a given point in time and may be different than the acquisition price, and principal will be recouped at the time of maturity.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 02, 2024

[LAIF Home](#)
[PMIA Average Monthly](#)
[Yields](#)

CITY OF LOS ALAMITOS

CITY TREASURER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720

[Tran Type Definitions](#)

Account Number:

January 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/3/2024	1/3/2024	RD	1744490	N/A	CRAIG KOEHLER	1,000,000.00
1/12/2024	1/11/2024	QRD	1746801	N/A	SYSTEM	37,111.73
1/12/2024	1/11/2024	RW	1744797	N/A	CRAIG KOEHLER	-600,000.00
1/16/2024	1/16/2024	RD	1747148	N/A	CRAIG KOEHLER	500,000.00

Account Summary

Total Deposit:	1,537,111.73	Beginning Balance:	3,552,402.10
Total Withdrawal:	-600,000.00	Ending Balance:	4,489,513.83



CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS, CA 90720

INVESTMENT ACCOUNT NUMBER:
XXXXXX

YOUR SALES REPRESENTATIVE IS:
SAFEKEEPING OPERATIONS
(800) 236-4221

STATEMENT PERIOD 01/01/2024 - 01/31/2024



Acct Name: CITY OF LOS ALAMITOS

Acct Number: - - - - -

SUMMARY - USD

Page 1

For period 01/01/2024 - 01/31/2024

ACTIVITY - Settled/Cleared Cash Activity

Transaction Type	Amount
Purchases	0.00
Purchase Reversals	0.00
Sales	0.00
Sale Reversals	0.00
Withdrawals	0.00
Receipts	(1,283,789.23)
Deliveries	0.00
Principal Reversals	0.00
Interest	25,737.93
Interest Reversals	0.00
Interest Adjustments	0.00
Maturities	750,000.00
Calls	0.00
Puts	0.00
Paydowns	0.00
Paydown Adjustments	0.00
Payups	0.00
Payup Adjustments	0.00
Cash Dividends	0.00
Balance Changes	0.00
Stock Dividends	0.00
Closeouts	0.00
Closeout Dividends	0.00
Net Activity	(508,051.30)

Your Sales Representative is: SAFEKEEPING OPERATIONS
(800) 236-4221

Statement Contents

*Summary

*Activity - Settled/Cleared Cash Activity

*Activity - Projected Activity for Next Statement Period

*Holdings

HOLDINGS - Custody

Category	Par/Shares	Original Face	Principal Cost	Market Value
Domestic Time Deposits	4,687,000.00000	4,687,000.00000	4,687,000.00	4,598,890.15
Commercial Paper	500,000.00000	500,000.00000	488,063.19	496,683.89
Treasury Obligations	2,006,000.00000	2,006,000.00000	1,990,189.39	1,945,734.62
US Government Agency Securities	10,250,000.00000	10,250,000.00000	10,235,030.36	9,848,531.25
Corporate Securities	750,000.00000	750,000.00000	740,112.22	736,853.44



HOLDINGS - Custody

Category	Par/Shares	Original Face	Principal Cost	Market Value
Municipal Securities	3,150,000.00	3,150,000.00	2,855,951.15	2,881,683.45
Total Custody Holdings	21,343,000.00000	21,343,000.00	20,996,346.31	20,508,376.80



Acct Name: CITY OF LOS ALAMITOS

ACTIVITY - USD

Settled/Cleared Cash Activity

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For period 01/01/2024 - 01/31/2024

Acct Number:

Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
01/02/2024 751017718	Interest	BALBOA THRIFT & LOAN CA CD 4.4%28	4.400 07/31/2028		05765LBV8	930.51
01/02/2024 799013930	Interest	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	.550 07/30/2025		58404DHQ7	112.56
01/04/2024 751011537	Interest	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	.800 06/04/2026		88241TLA6	168.50
01/04/2024 931000154	Maturity	TREASURY BILL 912797FW2 1/4/24	DI 01/04/2024		912797FW2	250,000.00
01/05/2024 931000892	Receipt	U.S. TREASURY BILL 912797JC2 02/06/2024	DI 02/06/2024	250,000.00000 99.543947	912797JC2	(248,859.87)
01/08/2024 819021446	Interest	BANK HAPOALIM B M NEW YORK CD 1.5%27	1.500 01/07/2027		06251A3M0	1,890.25
01/08/2024 819030375	Interest	WELLS FARGO BANK NATL ASSN CD 5.05%28	5.050 11/07/2028		949764HK3	1,063.12
01/09/2024 392229381	Maturity	TOYOTA INDS COML FIN COMMERCIAL PAPER	DI 01/09/2024		89232LA97	250,000.00
01/10/2024 931000922	Receipt	SANTA MONICA-MALIBU UNI SCH GO REF BDS 2021 N/C	1.197 08/01/2028	350,000.00000 87.964000	802498ZC2	(309,724.36)
01/11/2024 931000933	Receipt	PACIFIC LIFE SHORT TERM FDG 0% CP 12/04/2024	DI 04/12/2024	250,000.00000 98.683889	69448WDC5	(246,709.72)
01/16/2024 819021531	Interest	STATE BK INDIA NEW YORK NY CD 1.45%27	1.450 01/13/2027		856285C33	1,827.07
01/22/2024 392225920	Interest	MORGAN STANLEY FIN LLC FR 5.15%012028	5.150 01/20/2028		61766YMT5	6,437.50
01/23/2024 751020433	Receipt	U.S. TREASURY BILLS BILL 02/29/24	DI 02/29/2024	250,000.00000 99.473065	912797GP6	(248,682.66)
01/23/2024 931000231	Maturity	U.S. TREASURY BILL 912797JA6 1/23/24	DI 01/23/2024		912797JA6	250,000.00



Acct Name: CITY OF LOS ALAMITOS		ACTIVITY - USD		Page 4
Acct Number: .		Settled/Cleared Cash Activity		For period 01/01/2024 - 01/31/2024

Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
01/26/2024 751020445	Receipt	CHAFFEY CA CMNTY CLG DIST GO TXBL REF	1.673 06/01/2028	255,000.00000 89.867000	157432LP8	(229,812.62)
01/29/2024 751005674	Interest	FEDERAL HOME LOAN MTG CORP 07/29/2024	.450 07/29/2024		3134GWEA0	1,687.50
01/29/2024 751012315	Interest	SALLIE MAE BANK/SALT LAKE UT CERTIFICATE OF DEPOSIT	1.000 07/28/2026		795451AF0	1,250.19
01/29/2024 819021649	Interest	FEDERAL HOME LOAN BANKS CONS BD 1.65%27	1.650 01/28/2027		3130AQJG9	8,250.00
01/29/2024 819029768	Interest	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	5.100 09/29/2028		40135GAA6	1,074.21
01/30/2024 799013930	Interest	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	.550 07/30/2025		58404DHQ7	116.01
01/31/2024 751017718	Interest	BALBOA THRIFT & LOAN CA CD 4.4%28	4.400 07/31/2028		05765LBV8	930.51
Net Activity						(508,051.30)



Acct Name: CITY OF LOS ALAMITOS

Acct Number:

ACTIVITY - USD

Projected Activity for Next Statement Period

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Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
02/01/2024 392228331	Interest	LIBERTY CA UNION HIGH SCH DIST TAXABLE GO REF BDS	1.267 08/01/2027		530319SN3	1,900.50
02/01/2024 392228408	Interest	CALIFORNIA ST GO TXBL VARIOUS PURP CONSTRUCTION BD GROUP 1	1.700 02/01/2028		13063DC48	3,400.00
02/01/2024 392228610	Interest	TORRANCE CA UNIF SCH DIST GO TXBL REF BDS	2.524 08/01/2027		8913815A9	3,722.90
02/01/2024 392230192	Interest	CITRUS CA CMNTY COLLEGE DIST GO TXBL REF SER A	1.454 08/01/2028		17741RGF9	2,035.60
02/01/2024 751016162	Interest	PLACENTIA-YORBA LINDA CA GO UNLTD USD TXBL REF SER B	1.350 08/01/2027		725894MX4	1,687.50
02/01/2024 751016418	Interest	SAN DIEGO CA CMNTY CLG GO UNLTD TAXABLE GO REF BDS 2021	1.445 08/01/2026		797272RN3	1,950.75
02/01/2024 931000922	Interest	SANTA MONICA-MALIBU UNI SCH GO REF BDS 2021 N/C	1.197 08/01/2028		802498ZC2	2,094.75
02/02/2024 392230288	Maturity	BARCLAYS BANK PLC US COMMERCIAL PAPER	DI 02/02/2024		06744HPS3	250,000.00
02/05/2024 751011537	Interest	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	.800 06/04/2026		88241TLA6	168.50
02/05/2024 751014759	Interest	AMERICAN EXPRESS NA CERTIFICATE OF DEPOSIT	3.350 08/05/2024		02589ADK5	4,137.48
02/05/2024 751014760	Interest	CAPITAL ONE NA CERTIFICATE OF DEPOSIT	3.500 08/03/2026		14042RTH4	4,322.74
02/05/2024 751014761	Interest	ALLY BANK CERTIFICATE OF DEPOSIT	3.450 08/04/2026		02007GXG3	4,260.99
02/06/2024 931000892	Maturity	U.S. TREASURY BILL 912797JC2 02/06/2024	DI 02/06/2024		912797JC2	250,000.00
02/07/2024 819030375	Interest	WELLS FARGO BANK NATL ASSN CD 5.05%28	5.050 11/07/2028		949764HK3	1,063.68



Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
02/08/2024 392224461	Interest	DISCOVER BANK CD 3.5%26	3.500 08/10/2026		254673P34	4,322.74
02/12/2024 751014866	Interest	BMW BANK NORTH AMERICA UTAH CD 3.25%24	3.250 08/12/2024		05580AP24	4,013.97
02/26/2024 392220168	Interest	FEDERAL HOME LOAN BANK 02/24/26	.750 02/24/2026		3130ALCV4	937.50
02/26/2024 392220694	Interest	FHLB STEP-UP 11/24/26	Variable 11/24/2026		3130APTZ8	1,500.00
02/26/2024 392222114	Interest	FEDERAL HOME LOAN BANKS CONS BD 2.05%27	2.050 02/24/2027		3130AQWJ8	10,250.00
02/26/2024 819021988	Interest	FEDERAL HOME LOAN BANKS CONS BD 2%27	2.000 02/25/2027		3130AQRH8	10,000.00
02/29/2024 751017718	Interest	BALBOA THRIFT & LOAN CA CD 4.4%28	4.400 07/31/2028		05765LBV8	870.48
02/29/2024 751020433	Maturity	U.S. TREASURY BILLS BILL 02/29/24	DI 02/29/2024		912797GP6	250,000.00
02/29/2024 799013930	Interest	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	.550 07/30/2025		58404DHQ7	112.25
02/29/2024 819029768	Interest	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	5.100 09/29/2028		40135GAA6	1,074.21
Net Projected Activity						813,826.54



Acct Name: CITY OF LOS ALAMITOS

Acct Number:

HOLDINGS AS OF 01/31/2024 - USD

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CUSTODY
Maturity

	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
Domestic Time Deposits						
08/05/2024	02589ADK5 751014759	3.350 08/22	AMERICAN EXPRESS NA CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	242,940.61
08/12/2024	05580AP24 751014866	3.250 08/22	BMW BANK NORTH AMERICA UTAH CD 3.25%24	245,000.00 245,000.00	245,000.00	242,696.27
03/28/2025	15987UBA5 751016256	5.050 03/23	CHARLES SCHWAB BANK SSB CD 5.05%25	243,000.00 243,000.00	243,000.00	243,676.65
07/30/2025	58404DHQ7 799013930	.550 07/20	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	249,000.00 249,000.00	249,000.00	234,145.60
06/04/2026	88241TLA6 751011537	.800 06/21	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	248,000.00 248,000.00	248,000.00	227,977.30
07/28/2026	795451AF0 751012315	1.000 07/21	SALLIE MAE BANK/SALT LAKE UT CERTIFICATE OF DEPOSIT	248,000.00 248,000.00	248,000.00	228,301.78
08/03/2026	14042RTH4 751014760	3.500 08/22	CAPITAL ONE NA CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	239,815.52
08/04/2026	02007GXC3 751014761	3.450 08/22	ALLY BANK CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	239,526.92
08/10/2026	254673P34 392224461	3.500 08/22	DISCOVER BANK CD 3.5%26	245,000.00 245,000.00	245,000.00	239,828.78
01/07/2027	06251A3M0 819021446	1.500 01/22	BANK HAPOALIM B M NEW YORK CD 1.5%27	250,000.00 250,000.00	250,000.00	231,047.12
01/13/2027	856285C33 819021531	1.450 01/22	STATE BK INDIA NEW YORK NY CD 1.45%27	250,000.00 250,000.00	250,000.00	230,632.82



Acct Name: CITY OF LOS ALAMITOS

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HOLDINGS AS OF 01/31/2024 - USD

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CUSTODY
Maturity

	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
03/23/2027	14042TEU7 392222832	2.250 03/22	CAPITAL ONE BANK (USA) NA CD 2.25%27	247,000.00 247,000.00	247,000.00	232,721.99
04/27/2027	12547CBB3 819027539	4.350 04/23	CIBC BANK USA CD 4.35%27	250,000.00 250,000.00	250,000.00	250,948.33
05/03/2028	35633MDE9 819027575	4.900 05/23	FREEDOM BANK OF VIRGINIA CD CLL 4.9%28	244,000.00 244,000.00	244,000.00	244,183.54
05/16/2028	05600XQE3 819027619	4.500 05/23	BMO HARRIS BANK NA CHICAGO CD 4.5%28	244,000.00 244,000.00	244,000.00	248,135.35
07/31/2028	05765LBV8 751017718	4.400 07/23	BALBOA THRIFT & LOAN CA CD 4.4%28	249,000.00 249,000.00	249,000.00	252,642.36
09/29/2028	40135GAA6 819029768	5.100 09/23	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	248,000.00 248,000.00	248,000.00	259,263.19
09/29/2028	87164W2U1 819029772	4.750 09/23	SYNCHRONY BANK CD FDIC GUARANTEED UP TO 250,000	244,000.00 244,000.00	244,000.00	251,350.88
11/07/2028	949764HK3 819030375	5.050 11/23	WELLS FARGO BANK NATL ASSN CD 5.05%28	248,000.00 248,000.00	248,000.00	259,055.14
Domestic Time Deposits Total				4,687,000.00000 4,687,000.00000	4,687,000.00	4,598,890.15
Commercial Paper						
02/02/2024	06744HPS3 392230288	DI 09/23	BARCLAYS BANK PLC US COMMERCIAL PAPER	250,000.00 250,000.00	244,614.58	250,000.00
05/03/2024	63763PE39 819030376	DI 11/23	NATIONAL SECURITIES CLEARING CP	250,000.00 250,000.00	243,448.61	246,683.89
Commercial Paper Total				500,000.00000 500,000.00000	488,063.19	496,683.89
Treasury Obligations						



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CUSTODY
Maturity

	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
02/06/2024	912797JC2 931000892	DI 01/24	U.S. TREASURY BILL 912797JC2 02/06/2024	250,000.00 250,000.00	248,859.87	249,784.03
02/29/2024	912797GP6 751020433	DI 01/24	U.S. TREASURY BILLS BILL 02/29/24	250,000.00 250,000.00	248,682.66	248,941.70
03/21/2024	912797LL9 819029744	DI 09/23	U.S. TREASURY BILLS 912797LL9 03/21/24	256,000.00 256,000.00	249,591.36	254,137.78
11/15/2024	91282CDH1 819021235	.750 12/21	U.S. Treasury Notes 91282CDH1 11/15/2024	500,000.00 500,000.00	498,564.00	483,847.66
03/31/2025	912828ZF0 392217170	.500 05/21	U.S. Treasury Notes 912828ZF0 03/31/2025	500,000.00 500,000.00	501,142.50	476,464.85
10/31/2025	91282CAT8 392220167	.250 11/21	U.S. Treasury Notes .250, 10/31/2025	250,000.00 250,000.00	243,349.00	232,558.60
Treasury Obligations Total				2,006,000.00000 2,006,000.00000	1,990,189.39	1,945,734.62
US Government Agency Securities						
04/29/2024	3130AM5Q1 819021234	.440 12/21	FEDERAL HOME LOAN BANK 04/29/24	500,000.00 500,000.00	496,366.00	493,742.41
07/29/2024	3134GWEA0 751005674	.450 07/20	FEDERAL HOME LOAN MTG CORP 07/29/2024	750,000.00 750,000.00	752,976.75	732,591.47
09/27/2024	3134GX2B9 751015573	4.250 09/22	FEDERAL HOME LN MTG CORP CALL 4.25%092724	250,000.00 250,000.00	249,375.00	248,404.86
11/25/2024	3130ARXL0 751013717	3.000 05/22	FEDERAL HOME LOAN BANK CONS BD 3%24	1,000,000.00 1,000,000.00	1,000,000.00	984,388.55
05/23/2025	3130ARYD7 751013728	3.250 05/22	FEDERAL HOME LOAN BANK CONS BD 3.25%25	1,000,000.00 1,000,000.00	1,000,000.00	982,282.43



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CUSTODY
Maturity

	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
09/29/2025	3130ATGG6 751015598	4.500 09/22	FEDERAL HOME LOAN BANK 3130ATGG6 9/29/2025	500,000.00 500,000.00	500,000.00	499,204.01
12/17/2025	3130AR4T5 392222413	2.000 *03/22	FEDERAL HOME LOAN BANKS CONS BD 2%25	500,000.00 500,000.00	500,000.00	478,274.33
02/24/2026	3130ALCV4 392220168	.750 11/21	FEDERAL HOME LOAN BANK 02/24/26	250,000.00 250,000.00	247,368.50	231,030.45
10/20/2026	3133ENBK5 819021236	1.140 12/21	FEDERAL FARM CR BKS CONS BD 1.14%26	250,000.00 250,000.00	248,987.50	228,939.42
10/28/2026	3130APFU4 392220169	1.050 11/21	FEDERAL HOME LOAN BANK 10/28/26	250,000.00 250,000.00	249,153.11	228,188.04
11/24/2026	3130APTZ8 392220694	Variable 11/21	FHLB STEP-UP 11/24/26	500,000.00 500,000.00	500,000.00	470,510.30
01/28/2027	3130AQJG9 819021649	1.650 01/22	FEDERAL HOME LOAN BANKS CONS BD 1.65%27	1,000,000.00 1,000,000.00	1,000,000.00	925,534.65
02/24/2027	3130AQWJ8 392222114	2.050 03/22	FEDERAL HOME LOAN BANKS CONS BD 2.05%27	1,000,000.00 1,000,000.00	1,001,990.00	935,258.47
02/25/2027	3130AQRH8 819021988	2.000 02/22	FEDERAL HOME LOAN BANKS CONS BD 2%27	1,000,000.00 1,000,000.00	1,000,000.00	931,247.73
04/21/2027	3130ARKD2 392223349	3.250 04/22	FEDERAL HOME LOAN BANKS CONS BD 3.25%27	500,000.00 500,000.00	500,000.00	482,204.34
09/08/2027	3133ENL32 392225427	4.230 11/22	FEDERAL FARM CR BKS CONS BD 4.23%27	500,000.00 500,000.00	488,813.50	497,382.45
04/28/2028	3134GYNY4 819027563	5.250 04/23	FEDERAL HOME LN MTG CORP CALL 5.25%042828	500,000.00 500,000.00	500,000.00	499,347.34
US Government Agency Securities Total				10,250,000.00000 10,250,000.00000	10,235,030.36	9,848,531.25

Corporate Securities



Acct Name: CITY OF LOS ALAMITOS

HOLDINGS AS OF 01/31/2024 - USD

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Acct Number:

CUSTODY
Maturity

	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
04/12/2024	69448WDC5 931000933	DI 01/24	PACIFIC LIFE SHORT TERM FDG 0% CP 12/04/2024	250,000.00 250,000.00	246,709.72	247,290.00
05/30/2024	71708EEW1 931000245	DI 11/23	PFIZER INC DI, 05/30/2024	250,000.00 250,000.00	243,402.50	245,588.50
01/20/2028	61766YMT5 392225920	5.150 01/23	MORGAN STANLEY FIN LLC FR 5.15%01/2028	250,000.00 250,000.00	250,000.00	243,974.94
Corporate Securities Total				750,000.00000 750,000.00000	740,112.22	736,853.44
Municipal Securities						
04/01/2025	13063DGB8 819027623	3.375 05/23	CALIFORNIA ST GO TXBL BDS 3.375, 04/01/2025	250,000.00 250,000.00	246,970.00	246,032.50
08/01/2026	797272RN3 751016418	1.445 04/23	SAN DIEGO CA CMNTY CLG GO UNLT TAXABLE GO REF BDS 2021	270,000.00 270,000.00	248,486.40	250,881.30
10/01/2026	13063DRD2 392225823	2.375 01/23	CALIFORNIA ST GO UNLTD TXBL BID GROUP A	500,000.00 500,000.00	465,095.00	473,250.00
08/01/2027	530319SN3 392228331	1.267 05/23	LIBERTY CA UNION HIGH SCH DIST TAXABLE GO REF BDS	300,000.00 300,000.00	268,179.00	269,532.00
08/01/2027	8913815A9 392228610	2.524 06/23	TORRANCE CA UNIF SCH DIST GO TXBL REF BDS	295,000.00 295,000.00	271,695.00	276,940.10
08/01/2027	725894MX4 751016162	1.350 12/22	PLACENTIA-YORBA LINDA CA GO UNLTD USD TXBL REF SER B	250,000.00 250,000.00	219,412.50	225,652.50
02/01/2028	13063DC48 392228408	1.700 06/23	CALIFORNIA ST GO TXBL VARIOUS PURP CONSTRUCTION BD GROUP 1	400,000.00 400,000.00	358,032.00	360,984.00
06/01/2028	157432LP8 751020445	1.673 01/24	CHAFFEY CA CMNTY CLG DIST GO TXBL REF	255,000.00 255,000.00	229,160.85	228,324.45



CUSTODY Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
08/01/2028	17741RGF9 392230192	1.454 08/23	CITRUS CA CMNTY COLLEGE DIST GO TXBL REF SER A	280,000.00 280,000.00	241,046.40	246,097.60
08/01/2028	802498ZC2 931000922	1.197 01/24	SANTA MONICA-MALIBU UNI SCH GO REF BDS 2021 N/C	350,000.00 350,000.00	307,874.00	303,989.00
Municipal Securities Total				3,150,000.00000 3,150,000.00000	2,855,951.15	2,881,683.45
Total Custody Holdings				21,343,000.00000 21,343,000.00000	20,996,346.31	20,508,376.80



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

8823 TRN S Y ST01

Business Statement

Account Number:

Statement Period:

Jan 2, 2024

through

Jan 31, 2024

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CITY OF LOS ALAMITOS

3191 KATELLA AVE

LOS ALAMITOS CA 90720-2335



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

New Services Terms and Conditions will be effective for U.S. Bank business clients on February 1, 2024. You can view the new Services Terms and Conditions at usbank.com/tmtermsandconditions. Use access code "terms2024." If you are unable to access this information for any reason, please reach out to your U.S. Bank contact or Commercial Customer Service team for assistance. If you are a former MUFG Union Bank National Association (MUB) client, the Services Terms and Conditions replaces the MUB Transaction Banking Agreement.

Effective February 12, 2024, please review updates made to the *Your Deposit Account Agreement* document which may affect your rights.

Beginning January 8, 2024, you can review the full revised document at usbank.com/YDAA-upcoming-version, by calling 24-Hour Banking at 800-USBANKS (872-2657) or by visiting your local U.S. Bank branch. We accept relay calls.

Here's what you should know:

- Added references to the *U.S. Bank Business Essentials® Pricing Information* disclosure throughout the document.
- Under **Insufficient Funds and Overdrafts** section, **"Available Balance"** sub-section, updated the language to state that debit card authorizations will be reflected as pending transactions and/or will reduce your Available Balance from the time we receive the authorization until the merchant presents the item for payment. If the debit card transaction has not been presented for payment within seven business days, it may be removed from your pending transactions and your Available Balance may no longer be reduced by the authorization amount.
- Under **Overdraft Handling** section, **ATM and Debit Card Overdraft Coverage** sub-section, updated language to state that upon opening your U.S. Bank consumer checking or money market account, or after your account is opened, you have the options to say 'Yes' or 'No' to ATM and Debit Card Overdraft Coverage.
- Under **Electronic Fund Transfers For Consumer Customers and Electronic Fund Transfers For Business Customers** sections, **Limits on Transfers** sub-section, **Debit Card Transactions**, updated the language to state that debit card authorizations will be reflected as pending transactions and/or will reduce your Available Balance from the time we receive the authorization until the merchant presents the item for payment. If the debit card transaction has not been presented for payment within seven business days, it may be removed from your pending transactions and your Available Balance may no longer be reduced by the authorization amount.
- Under **Electronic Fund Transfers For Consumer Customers and Electronic Fund Transfers For Business Customers** sections, **Fees** sub-section, **ATM Surcharge**, updated the language for how to locate a MoneyPass® network ATM.

If you have questions or need to request a copy of the current *Your Deposit Account Agreement*, visit usbank.com/tmtermsandconditions or please call your customer service team at the phone number listed at the top of this statement.



CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number: 1

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Jan 31, 2024

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MUNICIPAL INVESTOR

Member FDIC

U.S. Bank National Association

Account Number

Account Summary

	# Items				
Beginning Balance on Jan 2		\$	4,005.65	Annual Percentage Yield Earned	0.09976%
Other Deposits	20		2,105,766.80	Interest Earned this Period	\$ 28.87
Other Withdrawals	7		1,333,957.23-	Interest Paid this Year	\$ 28.87
Ending Balance on Jan 31, 2024		\$	775,815.22	Number of Days in Statement Period	31

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jan 2	Electronic Deposit REF=240020214530610Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 799013930 \	\$ 112.56
Jan 2	Electronic Deposit REF=240020214530590Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751017718 \	930.51
Jan 3	Electronic Funds Transfer	From Account	400,000.00
Jan 4	Electronic Deposit REF=240040136347990Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751011537 \	168.50
Jan 4	Electronic Deposit REF=240040136348010Y00 Inv. Sec Mat- Rcpt	From Department 0112912506Fixed Inc 931000154 \	250,000.00
Jan 8	Electronic Deposit REF=240080201640940Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819030375 \	1,063.12
Jan 8	Electronic Deposit REF=240080201640920Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819021446 \	1,890.25
Jan 9	Electronic Deposit REF=240090120809530Y00 Inv. Sec Mat- Rcpt	From Department 0112912506Fixed Inc 392229381 \	250,000.00
Jan 16	Electronic Deposit REF=240160306841890Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819021531 \	1,827.07
Jan 22	Electronic Deposit REF=240220227998050Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392225920 \	6,437.50
Jan 23	Electronic Deposit REF=240230136919210Y00 Inv. Sec Mat- Rcpt	From Department 0112912506Fixed Inc 931000231 \	250,000.00
Jan 24	Electronic Funds Transfer	From Account	230,000.00
Jan 25	Electronic Funds Transfer	From Account	700,000.00
Jan 29	Electronic Deposit REF=240290261924150Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819029768 \	1,074.21
Jan 29	Electronic Deposit REF=240290261924110Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751012315 \	1,250.19
Jan 29	Electronic Deposit REF=240290261924090Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751005674 \	1,687.50
Jan 29	Electronic Deposit REF=240290261924130Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819021649 \	8,250.00
Jan 30	Electronic Deposit REF=240300200325640Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 799013930 \	116.01
Jan 31	Interest Paid	3100002808	28.87



CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Jan 2, 2024

through

Jan 31, 2024

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MUNICIPAL INVESTOR

(CONTINUED)

U.S. Bank National Association

Account Number

Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Jan 31	Electronic Deposit REF=240310149987850Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 0386000308 751017718	930.51
Total Other Deposits			\$ 2,105,766.80

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jan 5	Electronic Withdrawal REF=240050145123940Y00 -Safekeeping Process Fee-	To Department 0112912506Fixed Inc Account :	\$ 168.00-
Jan 5	Electronic Withdrawal REF=240050145115440Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 931000892 CUSIP 912797J	248,859.87-
Jan 10	Electronic Withdrawal REF=240100159354970Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 931000922 CUSIP 802498Z	309,724.36-
Jan 11	Electronic Withdrawal REF=240110178136220Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 931000933 CUSIP 69448WD	246,709.72-
Jan 16	Electronic Funds Transfer	To Account	50,000.00-
Jan 23	Electronic Withdrawal REF=240230136913670Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 751020433 CUSIP 912797G	248,682.66-
Jan 26	Electronic Withdrawal REF=240260178006630Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 751020445 CUSIP 157432L	229,812.62-
Total Other Withdrawals			\$ 1,333,957.23-



Business Statement

Account Number:

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

Statement Period:

1986 TRN 6480 S Y ST01

Jan 2, 2024

through

Jan 31, 2024

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000026534 02 SP 000638646225212 P Y

CITY OF LOS ALAMITOS
GENERAL ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

New Services Terms and Conditions will be effective for U.S. Bank business clients on February 1, 2024. You can view the new Services Terms and Conditions at usbank.com/tmtermsandconditions. Use access code "terms2024." If you are unable to access this information for any reason, please reach out to your U.S. Bank contact or Commercial Customer Service team for assistance. If you are a former MUFG Union Bank National Association (MUB) client, the Services Terms and Conditions replaces the MUB Transaction Banking Agreement.

Effective February 12, 2024, please review updates made to the *Your Deposit Account Agreement* document which may affect your rights.

Beginning January 8, 2024, you can review the full revised document at usbank.com/YDAA-upcoming-version, by calling 24-Hour Banking at 800-USBANKS (872-2657) or by visiting your local U.S. Bank branch. We accept relay calls.

Here's what you should know:

- Added references to the *U.S. Bank Business Essentials® Pricing Information* disclosure throughout the document.
- Under **Insufficient Funds and Overdrafts** section, **"Available Balance"** sub-section, updated the language to state that debit card authorizations will be reflected as pending transactions and/or will reduce your Available Balance from the time we receive the authorization until the merchant presents the item for payment. If the debit card transaction has not been presented for payment within seven business days, it may be removed from your pending transactions and your Available Balance may no longer be reduced by the authorization amount.
- Under **Overdraft Handling** section, **ATM and Debit Card Overdraft Coverage** sub-section, updated language to state that upon opening your U.S. Bank consumer checking or money market account, or after your account is opened, you have the options to say 'Yes' or 'No' to ATM and Debit Card Overdraft Coverage.
- Under **Electronic Fund Transfers For Consumer Customers** and **Electronic Fund Transfers For Business Customers** sections, **Limits on Transfers** sub-section, **Debit Card Transactions**, updated the language to state that debit card authorizations will be reflected as pending transactions and/or will reduce your Available Balance from the time we receive the authorization until the merchant presents the item for payment. If the debit card transaction has not been presented for payment within seven business days, it may be removed from your pending transactions and your Available Balance may no longer be reduced by the authorization amount.
- Under **Electronic Fund Transfers For Consumer Customers** and **Electronic Fund Transfers For Business Customers** sections, **Fees** sub-section, **ATM Surcharge**, updated the language for how to locate a MoneyPass® network ATM.

If you have questions or need to request a copy of the current *Your Deposit Account Agreement*, visit usbank.com/tmtermsandconditions or please call your customer service team at the phone number listed at the top of this statement.



CITY OF LOS ALAMITOS
GENERAL ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

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MUNICIPAL INVESTOR CHECKING

Member FDIC

U.S. Bank National Association

Account Number:

Account Summary

	# Items				
Beginning Balance on Jan 2		\$	2,031,796.15	Interest Paid this Year	\$ 90.50
Customer Deposits	4		658,610.60	Number of Days in Statement Period	31
Other Deposits	91		2,887,220.69		
Other Withdrawals	63		3,827,933.56-		
Checks Paid	142		873,471.07-		
Ending Balance on Jan 31, 2024		\$	876,222.81		

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jan 4	8913136636	203,077.24		Jan 17	8615031557	80,042.80
	Jan 11	8913227075	22,504.31		Jan 25	8913537653	352,986.25
			Total Customer Deposits	\$	658,610.60		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jan 2	Electronic Deposit REF=233630103614460Y00	From SOUTHERN CALIFOR 2951240705Single	\$ 4.50
Jan 2	Electronic Deposit REF=233630199141890N00	From BANKCRD 465382828 CR CD DEP	120.89
Jan 2	Electronic Deposit REF=233630199141900N00	From BANKCRD 465382828 CR CD DEP	473.25
Jan 2	Electronic Deposit REF=233630103616100Y00	From SOUTHERN CALIFOR 2951240705Single	15,650.19
Jan 3	Electronic Deposit REF=240020238900930N00	From BANKCRD 465382828 CR CD DEP	863.00
Jan 3	Electronic Funds Transfer	From Account	1,000.00
Jan 3	Electronic Deposit REF=240020238900940N00	From BANKCRD 465382828 CR CD DEP	1,178.00
Jan 3	Electronic Deposit REF=240020238900950N00	From BANKCRD 465382828 CR CD DEP	1,212.00
Jan 3	Electronic Deposit REF=240020238900960N00	From BANKCRD 465382828 CR CD DEP	1,240.00
Jan 4	Electronic Deposit REF=240030155339090N00	From County of Orange 7956000928EDI PYMNT 202401020226949	689.60
Jan 4	Electronic Deposit REF=240030208294190N00	From BANKCRD 465382828 CR CD DEP	809.00
Jan 4	Electronic Deposit REF=240030208294200N00	From BANKCRD 465382828 CR CD DEP	2,718.00
Jan 4	Electronic Deposit REF=240030208294210N00	From BANKCRD 465382828 CR CD DEP	3,795.00
Jan 4	Electronic Deposit REF=240030175851250N00	From County of Orange B956000928EDI PYMNT 202401020011507	4,715.07
Jan 4	Electronic Deposit REF=240020147974610Y00	From APPORT ST OF CA 9001113698APSAPPORTS716	24,506.64
Jan 5	Electronic Deposit REF=240040130592510N00	From BANKCRD 465382828 CR CD DEP	262.00
Jan 5	Electronic Deposit REF=240040130592590N00	From BANKCRD 465382828 CR CD DEP	1,021.02
Jan 5	Electronic Deposit REF=240040130592610N00	From BANKCRD 465382828 CR CD DEP	2,730.00
Jan 5	Electronic Deposit REF=240040130592600N00	From BANKCRD 465382828 CR CD DEP	3,488.12
Jan 8	Electronic Deposit REF=240050134094770N00	From BANKCRD 465382828 CR CD DEP	480.11
Jan 8	Electronic Deposit REF=240050134094780N00	From BANKCRD 465382828 CR CD DEP	2,243.00



CITY OF LOS ALAMITOS
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3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

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MUNICIPAL INVESTOR CHECKING

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U.S. Bank National Association

Account Number

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Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Jan 9	Electronic Deposit REF=240080210589590N00	From BANKCRD 465382828 CR CD DEP	1,395.00
Jan 9	Electronic Deposit REF=240080210589580N00	From BANKCRD 465382828 CR CD DEP	1,687.00
Jan 9	Electronic Deposit REF=240080210589570N00	From BANKCRD 465382828 CR CD DEP	1,839.00
Jan 10	Electronic Deposit REF=240090123672600N00	From BANKCRD 465382828 CR CD DEP	26.00
Jan 10	Electronic Funds Transfer	From Account 1	1,000.00
Jan 10	Electronic Deposit REF=240090123672730N00	From BANKCRD 465382828 CR CD DEP	2,306.00
Jan 10	Electronic Deposit REF=240090123672720N00	From BANKCRD 465382828 CR CD DEP	5,609.68
Jan 11	Electronic Deposit REF=240100159733290N00	From BANKCRD 465382828 CR CD DEP	41.00
Jan 11	Electronic Deposit REF=240100159733410N00	From BANKCRD 465382828 CR CD DEP	534.92
Jan 11	Electronic Deposit REF=240100159733420N00	From BANKCRD 465382828 CR CD DEP	3,491.00
Jan 11	Electronic Funds Transfer	From Account	4,000.00
Jan 11	Electronic Deposit REF=240100106449230N00	From County of Orange EDI PYMNT 202401090011801	7,123.04
Jan 11	Electronic Deposit REF=240100093947860N00	From CE SOLUTIONS D 4949004366OPERATING FGWAP0000675809	9,781.51
Jan 11	Electronic Deposit REF=240100106449160N00	From County of Orange EDI PYMNT 202401090011732	949,305.81
Jan 12	Electronic Deposit REF=240110170289220N00	From BANKCRD 465382828 CR CD DEP	40.00
Jan 12	Electronic Deposit REF=240110170289340N00	From BANKCRD 465382828 CR CD DEP	77.00
Jan 12	Electronic Deposit REF=240110170289330N00	From BANKCRD 465382828 CR CD DEP	450.00
Jan 12	Electronic Deposit REF=240110170289350N00	From BANKCRD 465382828 CR CD DEP	2,437.75
Jan 12	Electronic Deposit REF=240110130572070N00	From County of Orange EDI PYMNT 202401100011847	25,721.83
Jan 12	Wire Credit INTERNAL ORG=CALIFORNIA STATE	US BANK 240112B01VDH TREASURER DEMAND PO BOX 94	600,000.00
Jan 16	Electronic Deposit REF=240160199813840N00SD	From BANKCRD 465382828 CR CD DEP	290.00
Jan 16	Electronic Deposit REF=240160199813830N00SD	From BANKCRD 465382828 CR CD DEP	1,110.00
Jan 16	Electronic Deposit REF=240120188705210N00	From BANKCRD 465382828 CR CD DEP	1,204.00
Jan 16	Electronic Deposit REF=240160199813820N00SD	From BANKCRD 465382828 CR CD DEP	1,428.00
Jan 16	Electronic Deposit REF=240120188705340N00	From BANKCRD 465382828 CR CD DEP	1,490.00
Jan 16	Electronic Deposit REF=240120188705320N00	From BANKCRD 465382828 CR CD DEP	2,655.50
Jan 16	Electronic Deposit REF=240120188705330N00	From BANKCRD 465382828 CR CD DEP	7,659.00
Jan 16	Electronic Funds Transfer	From Account	50,000.00
Jan 16	Electronic Deposit REF=240110129750290N00	From SOUTHERN CALIFOR EDI PAYMTS2401100001	95,757.30



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MUNICIPAL INVESTOR CHECKING

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Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Jan 17	Electronic Deposit REF=240160307369130N00	From BANKCRD 465382828 CR CD DEP	724.00
Jan 17	Electronic Settlement REF=240170015412210Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	50,000.00
Jan 18	Electronic Deposit REF=240170154779480N00	From BANKCRD 465382828 CR CD DEP	276.00
Jan 18	Electronic Deposit REF=240170154779490N00	From BANKCRD 465382828 CR CD DEP	3,361.00
Jan 19	Electronic Deposit REF=240180170462820N00	From BANKCRD 465382828 CR CD DEP	993.85
Jan 19	Electronic Deposit REF=240180170462810N00	From BANKCRD 465382828 CR CD DEP	1,267.55
Jan 19	Electronic Deposit REF=240180170462830N00	From BANKCRD 465382828 CR CD DEP	2,650.00
Jan 19	Electronic Deposit REF=240180170240360N00	From HFI Client Trust December 10121632	26,820.31
Jan 22	Electronic Deposit REF=240190161997470N00	From BANKCRD 465382828 CR CD DEP	26.00
Jan 22	Electronic Deposit REF=240190161997640N00	From BANKCRD 465382828 CR CD DEP	1,027.05
Jan 22	Electronic Deposit REF=240190161997650N00	From BANKCRD 465382828 CR CD DEP	1,094.00
Jan 22	Electronic Deposit REF=240190161997630N00	From BANKCRD 465382828 CR CD DEP	2,133.25
Jan 22	Electronic Deposit REF=240180105451830Y00	From APPORT ST OF CA APSAPPORTS716	21,875.86
Jan 23	Electronic Deposit REF=240220221786460N00	From BANKCRD 465382828 CR CD DEP	334.00
Jan 23	Electronic Deposit REF=240220221786440N00	From BANKCRD 465382828 CR CD DEP	434.00
Jan 23	Electronic Deposit REF=240220221786450N00	From BANKCRD 465382828 CR CD DEP	530.00
Jan 23	Electronic Settlement REF=240230140275770Y00	From CITY OF LOS ALAM SETTLEMENTRETURN	50,000.00
Jan 24	Electronic Funds Transfer	From Account	1,000.00
Jan 24	Electronic Deposit REF=240230131130150N00	From BANKCRD 465382828 CR CD DEP	1,256.00
Jan 24	Electronic Deposit REF=240230131130170N00	From BANKCRD 465382828 CR CD DEP	4,163.25
Jan 24	Electronic Deposit REF=240230131130160N00	From BANKCRD 465382828 CR CD DEP	17,736.03
Jan 24	Electronic Deposit REF=240220148220790Y00	From CA DEPT TAX&FEE 9900005310CDTFA-LTAX30032	328,551.63
Jan 24	Electronic Deposit REF=240220148220800Y00	From CA DEPT TAX&FEE CDTFA-LTAX869	508,229.05
Jan 25	Electronic Deposit REF=240240165498900N00	From BANKCRD 465382828 CR CD DEP	238.00
Jan 25	Electronic Deposit REF=240240165499080N00	From BANKCRD 465382828 CR CD DEP	450.00
Jan 25	Electronic Deposit REF=240240165499090N00	From BANKCRD 465382828 CR CD DEP	809.00
Jan 25	Electronic Deposit REF=240240165499100N00	From BANKCRD 465382828 CR CD DEP	3,871.00
Jan 26	Electronic Deposit REF=240250160372260N00	From BANKCRD 465382828 CR CD DEP	20.00
Jan 26	Electronic Deposit REF=240250160372420N00	From BANKCRD 465382828 CR CD DEP	128.50



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MUNICIPAL INVESTOR CHECKING

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U.S. Bank National Association

Account Number: 1 7

Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Jan 26	Electronic Deposit REF=240250160372430N00	From BANKCRD 465382828 CR CD DEP	865.00
Jan 26	Electronic Deposit REF=240250160372410N00	From BANKCRD 465382828 CR CD DEP	3,728.10
Jan 29	Electronic Deposit REF=240260165168900N00	From BANKCRD 465382828 CR CD DEP	100.50
Jan 29	Electronic Deposit REF=240260165168910N00	From BANKCRD 465382828 CR CD DEP	591.67
Jan 29	Electronic Deposit REF=240260165168920N00	From BANKCRD 465382828 CR CD DEP	814.88
Jan 30	Electronic Deposit REF=240290262444980N00	From BANKCRD 465382828 CR CD DEP	150.00
Jan 30	Electronic Deposit REF=240290262445000N00	From BANKCRD 465382828 CR CD DEP	150.00
Jan 30	Electronic Deposit REF=240290262444990N00	From BANKCRD 465382828 CR CD DEP	268.00
Jan 31	Interest Paid	3100000330	90.50
Jan 31	Electronic Deposit REF=240300200723010N00	From BANKCRD 465382828 CR CD DEP	152.00
Jan 31	Electronic Deposit REF=240300200723020N00	From BANKCRD 465382828 CR CD DEP	309.00
Jan 31	Electronic Deposit REF=240300200723000N00	From BANKCRD 465382828 CR CD DEP	2,341.98
Total Other Deposits			\$ 2,887,220.69

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jan 2	Electronic Withdrawal REF=240020126081640N00SD	To BANKCRD 465382828 CCDISCOUNT	\$ 115.95-
Jan 2	Electronic Withdrawal REF=240020126082110N00SD	To BANKCRD 465382828 CCDISCOUNT	1,061.88-
Jan 2	Electronic Withdrawal REF=240020126082100N00SD	To BANKCRD 465382828 CCDISCOUNT	1,288.88-
Jan 3	Electronic Funds Transfer	To Account	1,000.00-
Jan 3	Electronic Funds Transfer	To Account	1,000.00-
Jan 3	Electronic Funds Transfer	To Account	400,000.00-
Jan 3	GSH1018705 LAIF		1,000,000.00-
Jan 4	EasyTax Payment REF=240040110769170Y00	From CALIFORNIA EDD (STTAXPYMNT93201853	10,979.73-
Jan 4	Electronic Settlement REF=240040015303250Y00	From CITY OF LOS ALAM SETTLEMENTS SINGLE PT	12,502.56-
Jan 4	EasyTax Payment REF=240040110767050Y00	From FEDERAL USTAXPYMNT952133135	34,156.16-
Jan 5	Electronic Settlement REF=240050039980200Y00	From CITY OF LOS ALAM SETTLEMENTS SINGLE PT	205,051.83-
Jan 8	Electronic Withdrawal REF=240050131514520N00	To CALPERS 19462074651900	1,555.76-
Jan 8	Electronic Withdrawal REF=240050121417070N00	To NATIONWIDE IPAYMENTS DCD0010547055	1,590.00-
Jan 8	Electronic Withdrawal REF=240050121417380N00	To NATIONWIDE IPAYMENTS DCD0010546172	1,696.76-
Jan 8	Electronic Withdrawal REF=240050131502350N00	To MISSION SQUARE INVESTMENT 303293 240104	2,967.35-
Jan 9	Electronic Withdrawal REF=240090103697900Y00	To DDIC - DMMO PAYMENT 45461	474.86-
Jan 9	Electronic Withdrawal REF=240090067630030Y00	To VISION SERVICE P EDI/ACH 1404038112	1,072.50-



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GENERAL ACCOUNT
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MUNICIPAL INVESTOR CHECKING

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U.S. Bank National Association

Account Number

Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
Jan 9	Electronic Withdrawal REF=240080185608070N00	To DEF TA 3041461312 PAYMENT 45459	3,972.60-
Jan 9	Electronic Withdrawal REF=240080180499540Y00	To CALPERS 19462074653100	11,492.40-
Jan 9	Electronic Withdrawal REF=240080180499520Y00	To CALPERS 19462074653100	13,311.89-
Jan 9	Electronic Withdrawal REF=240080180499500Y00	To CALPERS 19462074653100	15,140.57-
Jan 9	Electronic Withdrawal REF=240080180499480Y00	To CALPERS 19462074653100	16,841.77-
Jan 9	Electronic Withdrawal REF=240080180505310Y00	To CALPERS 19462074651800	82,096.35-
Jan 10	Electronic Withdrawal REF=240090097374070Y00	To SO CAL GAS AID SCGC 1884106000	14.30-
Jan 10	Electronic Withdrawal REF=240100031011120N00	To SO CAL EDISON CO BILL PAYMT700265156214	16.68-
Jan 10	Electronic Withdrawal REF=240090097374060Y00	To SO CAL GAS AID SCGC 0960105200	23.34-
Jan 10	Electronic Withdrawal REF=240100031012650N00	To SO CAL EDISON CO BILL PAYMT700417313646	27.87-
Jan 10	Electronic Withdrawal REF=240100031012110N00	To SO CAL EDISON CO BILL PAYMT700382322918	30.50-
Jan 10	Electronic Withdrawal REF=240100031014630N00	To SO CAL EDISON CO BILL PAYMT700585429194	59.47-
Jan 10	Electronic Withdrawal REF=240100031012200N00	To SO CAL EDISON CO BILL PAYMT700388851422	79.26-
Jan 10	Electronic Withdrawal REF=240090097374050Y00	To SO CAL GAS PAID SCGC 0414104900	216.68-
Jan 10	Electronic Withdrawal REF=240100031013840N00	To SO CAL EDISON CO BILL PAYMT700531008760	315.84-
Jan 10	Electronic Funds Transfer	To Account	1,000.00-
Jan 10	Electronic Withdrawal REF=240090081987070N00	To AFL AC COLUMBUS ACHPMT 70454603	1,023.84-
Jan 12	Electronic Withdrawal REF=240110151030870Y00	To CALPERS 19462074651900	11,843.16-
Jan 16	Analysis Service Charge	1600000000	337.88-
Jan 16	GSH1043767 LAIF		500,000.00-
Jan 17	Forced Post ACH Withdrawl REF=240170157884570Y00	From CITY OF LOS ALAM SETTLEMENTRETURN	50,000.00-
Jan 18	Deposited Item Returned	1000102485	1,000.00-
Jan 18	Electronic Settlement REF=240180060992870Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	1,776.56-
Jan 18	EasyTax Payment REF=240180147090480Y00	From CALIFORNIA EDD (STTAXPYMNT93201853	13,241.10-
Jan 18	EasyTax Payment REF=240180147088660Y00	From FEDERAL USTAXPYMNT952133135	41,779.40-
Jan 19	Electronic Settlement REF=240190075963830Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	252,616.17-
Jan 22	Electronic Withdrawal REF=240190159683140N00	To CALPERS 19462074651900	1,555.76-
Jan 22	Electronic Withdrawal REF=240190150125840N00	To NATIONWIDE PAYMENTS DCD0010607425	1,590.00-
Jan 22	Electronic Settlement REF=240220077256620Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	1,776.56-
Jan 22	Electronic Withdrawal REF=240190159683730N00	To MISSIONSQUARE INVESTMENT303293 240117	2,791.56-



CITY OF LOS ALAMITOS
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MUNICIPAL INVESTOR CHECKING

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U.S. Bank National Association

Account Number

Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
Jan 22	Electronic Settlement REF=240220160814490Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	50,000.00-
Jan 24	Electronic Withdrawal REF=240230131112280N00	To BANKCRD 465382828 CR CD DEP	39.00-
Jan 24	Electronic Funds Transfer	To Account	1,000.00-
Jan 24	Electronic Withdrawal REF=240230121671830N00	To NATIONWIDE PAYMENTS DCD0010621786	3,091.30-
Jan 24	Electronic Withdrawal REF=240230122099800N00	To SO CAL EDISON CO BILL PAYMT700424280670	26,041.53-
Jan 24	Electronic Settlement REF=240240102675690Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	50,000.00-
Jan 24	Electronic Funds Transfer	To Account	230,000.00-
Jan 25	Electronic Withdrawal REF=240240112705340N00	To WEX HEALTH INC !WH Admin 0001870877-CR	50.00-
Jan 25	Electronic Withdrawal REF=240240146879860Y00	To CALPERS 19462074653100	11,034.66-
Jan 25	Electronic Withdrawal REF=240240146879840Y00	To CALPERS 19462074653100	13,311.89-
Jan 25	Electronic Withdrawal REF=240240146879820Y00	To CALPERS 19462074653100	15,542.44-
Jan 25	Electronic Withdrawal REF=240240146879800Y00	To CALPERS 19462074653100	19,008.37-
Jan 25	Electronic Funds Transfer	To Account	700,000.00-
Jan 26	Electronic Withdrawal REF=240250139594410Y00	To Standard Ins premium STASIC000283493	351.85-
Jan 26	Electronic Withdrawal REF=240250139593650Y00	To Standard Ins SinglePay STASIC000283492	1,834.17-
Jan 30	Electronic Settlement REF=240300068077640Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	4,142.62-
Total Other Withdrawals			\$ 3,827,933.56-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
111663	Jan 4	8913810114	244.54	111941	Jan 16	8317096528	490.00
111827*	Jan 2	8315755523	3,735.00	111942	Jan 19	9213794247	434.00
111857*	Jan 16	8317047716	60.00	111943	Jan 16	8312790070	1,462.50
111863*	Jan 16	8312759927	809.25	111944	Jan 16	8315016135	5,975.51
111869*	Jan 4	8915028948	1,350.00	111945	Jan 18	8914195721	298.50
111888*	Jan 2	8313853524	2,318.42	111946	Jan 17	8613793917	2,655.72
111889	Jan 16	8315688958	1,531.50	111947	Jan 18	8912453511	427.54
111890	Jan 2	8317968432	10,610.97	111948	Jan 18	8914131929	40,438.77
111893*	Jan 2	8317973928	2,417.00	111949	Jan 16	8316991981	193,674.63
111895*	Jan 2	8317879583	47,000.00	111950	Jan 16	8314976974	692.28
111897*	Jan 9	8314487855	3,825.00	111951	Jan 22	8016156910	6,545.83
111901*	Jan 8	8013486310	1,048.46	111952	Jan 17	8614063601	293.13
111903*	Jan 5	9212813730	1,720.53	111953	Jan 17	8615581795	531.62
111904	Jan 2	8318125206	908.18	111954	Jan 19	9213464502	4,370.12
111908*	Jan 4	8914943755	120.00	111955	Jan 17	8613800735	630.00
111909	Jan 3	8616657774	580.00	111956	Jan 16	8313289150	7,347.50
111910	Jan 16	8312759922	340.60	111957	Jan 16	8317057246	15.26
111913*	Jan 5	9213044103	777.96	111958	Jan 23	8313160333	8,783.75
111934*	Jan 9	8314961519	1,440.00	111959	Jan 16	8316865215	2,065.92
111935	Jan 3	8614371979	47,756.68	111960	Jan 16	8316985965	2,890.00
111937*	Jan 12	9214392318	7,571.87	111961	Jan 25	8913498419	79.80
111938	Jan 23	8314045447	2,000.80	111962	Jan 19	9211953036	334.84
111939	Jan 16	8314889496	9,832.23	111963	Jan 17	8615039082	750.00
111940	Jan 16	8315917819	4,512.00	111964	Jan 16	8313940108	12,542.50



CITY OF LOS ALAMITOS
GENERAL ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number: ---

Statement Period:

Jan 2, 2024

through

Jan 31, 2024

Page 8 of 9



MUNICIPAL INVESTOR CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number 1

Checks Presented Conventionally (continued)

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
111965	Jan 16	8312793455	5,593.58	112015	Jan 16	8313887612	15,379.50
111967*	Jan 16	8316434061	1,291.67	112016	Jan 16	8317076357	1,562.38
111968	Jan 17	8615477657	989.52	112017	Jan 16	8312546338	38,827.00
111969	Jan 16	8317065459	1,455.64	112019*	Jan 25	8913720435	600.00
111970	Jan 16	8317068819	1,537.88	112020	Jan 29	8016362141	26,990.65
111971	Jan 22	8012641546	2,400.00	112021	Jan 30	8315276145	411.94
111972	Jan 17	8614581666	928.00	112022	Jan 29	8014376826	14,816.09
111973	Jan 26	9212501024	12,000.00	112024*	Jan 31	8612143420	435.00
111974	Jan 18	8914213457	1,181.95	112025	Jan 29	8014349031	147.00
111975	Jan 18	8914216873	49.49	112029*	Jan 30	8313883397	230.76
111976	Jan 16	8316477973	2,556.45	112030	Jan 30	8315296542	7,477.10
111977	Jan 16	8313408493	460.62	112031	Jan 30	8315350199	1,228.50
111978	Jan 16	8313730327	499.98	112032	Jan 30	8315295519	742.69
111979	Jan 19	9211567432	534.50	112033	Jan 30	8315387719	538.92
111980	Jan 16	8316489660	21.11	112034	Jan 30	8314271790	1,800.78
111981	Jan 16	8314026923	1,479.46	112035	Jan 30	8315301851	969.75
111983*	Jan 16	8316925213	8,360.00	112036	Jan 29	8015682568	630.00
111984	Jan 18	8913763127	295.00	112038*	Jan 30	8315382367	450.00
111985	Jan 18	8914203812	109.90	112041*	Jan 29	8016238964	14,769.90
111986	Jan 16	8316847945	9,505.66	112042	Jan 29	8016010727	1,582.96
111987	Jan 17	8614115945	200.00	112043	Jan 31	8613386930	327.00
111988	Jan 17	8615485553	580.00	112044	Jan 31	8612518341	2,007.47
111989	Jan 18	8913307282	423.04	112045	Jan 31	8612706746	1,375.30
111990	Jan 16	8316497717	4,103.48	112047*	Jan 26	9214177115	230.31
111991	Jan 16	8315900956	43.00	112049*	Jan 29	8015889563	3,780.00
111992	Jan 18	8912979174	1,220.93	112050	Jan 29	8016017216	3,000.00
111993	Jan 16	8316289659	73,273.97	112051	Jan 30	8315392883	6,802.00
111994	Jan 16	8313893586	3,755.00	112053*	Jan 29	8014261197	709.59
111995	Jan 18	8914002355	10,887.54	112054	Jan 29	8014634926	739.73
111996	Jan 17	8613268762	422.50	112056*	Jan 29	8015860447	1,045.25
111997	Jan 17	8613981502	2,203.50	112062*	Jan 31	8614323389	117.00
111998	Jan 25	8913685418	450.00	112063	Jan 31	8614200944	580.00
111999	Jan 25	8913451570	19.50	112064	Jan 30	8311565658	98.33
112000	Jan 16	8316931078	105.43	112067*	Jan 31	8614318086	10,000.00
112001	Jan 18	8912094631	15,888.85	112069*	Jan 30	8315304961	641.11
112002	Jan 23	8315258723	581.00	112070	Jan 31	8614280713	18,927.98
112003	Jan 17	8612914956	211.84	112071	Jan 31	8611741773	919.88
112004	Jan 18	8912094630	7.24	112074*	Jan 31	8614222863	226.00
112005	Jan 17	8615230751	70.62	112075	Jan 29	8016279339	7,910.00
112006	Jan 17	8615521300	162.00	112076	Jan 29	8016339556	1,133.39
112007	Jan 19	9212913793	1,100.00	112077	Jan 30	8313666163	1,100.00
112008	Jan 17	8612197203	250.00	112078	Jan 30	8313712469	335.20
112009	Jan 16	8314922165	25,000.00	112079	Jan 29	8016227614	5,500.00
112011*	Jan 16	8316535705	465.03	112092*	Jan 29	8016218341	29.25
112012	Jan 18	8910678797	2,539.65	112093	Jan 31	8610734381	927.77
112013	Jan 16	8314324424	10,598.11	112094	Jan 29	8012711258	1,168.00
112014	Jan 16	8312775489	279.24	112095	Jan 29	8015461312	21,917.00

* Gap in check sequence

Conventional Checks Paid (142)

\$ 873,471.07-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jan 2	1,978,588.70	Jan 10	369,905.14	Jan 19	901,160.30
Jan 3	533,745.02	Jan 11	1,366,686.73	Jan 22	860,656.75
Jan 4	714,702.58	Jan 12	1,975,998.28	Jan 23	900,589.20
Jan 5	514,653.40	Jan 16	1,186,858.33	Jan 24	1,451,353.33
Jan 8	508,518.18	Jan 17	1,256,746.68	Jan 25	1,049,610.92
Jan 9	363,771.24	Jan 18	1,128,818.22	Jan 26	1,039,936.19



CITY OF LOS ALAMITOS
GENERAL ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Jan 2, 2024

through

Jan 31, 2024

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MUNICIPAL INVESTOR CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number

Balance Summary (continued)

<u>Date</u>	<u>Ending Balance</u>	<u>Date</u>	<u>Ending Balance</u>	<u>Date</u>	<u>Ending Balance</u>
Jan 29	935,574.43	Jan 30	909,172.73	Jan 31	876,222.81

Balances only appear for days reflecting change.



Business Statement

Account Number:

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

Statement Period:

1986 TRN S Y ST01

Jan 2, 2024

through

Jan 31, 2024

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CITY OF LOS ALAMITOS
CITATION ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

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CITY OF LOS ALAMITOS
CITATION ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:
Jan 2, 2024
through
Jan 31, 2024

Page 2 of 2



MUNICIPAL INVESTOR CHECKING

Member FDIC

U.S. Bank National Association

Account Number

Account Summary

	# Items				
Beginning Balance on Jan 2		\$	1,862.33	Interest Paid this Year	\$ 0.11
Customer Deposits	15		6,200.00	Number of Days in Statement Period	31
Other Deposits	1		0.11		
Other Withdrawals	4		7,000.00-		
Ending Balance on Jan 31, 2024		\$	1,062.44		

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jan 2	8316345843	80.00		Jan 19	9212746155	120.00
	Jan 8	8015358681	80.00		Jan 23	8314186088	240.00
	Jan 9	8315402861	40.00		Jan 24	8612989855	80.00
	Jan 9	8315402870	5,120.00		Jan 25	8912577424	40.00
	Jan 10	8612652678	120.00		Jan 26	9212998794	40.00
	Jan 12	9212725842	40.00		Jan 30	8313876919	40.00
	Jan 16	8314660035	40.00		Jan 31	8612715020	40.00
	Jan 18	8913140358	80.00				
			Total Customer Deposits	\$	6,200.00		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jan 31	Interest Paid	3100000331	\$ 0.11
Total Other Deposits			\$ 0.11

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jan 3	Electronic Funds Transfer To Account		\$ 1,000.00-
Jan 10	Electronic Funds Transfer To Account		1,000.00-
Jan 11	Electronic Funds Transfer To Account		4,000.00-
Jan 24	Electronic Funds Transfer To Account		1,000.00-
Total Other Withdrawals			\$ 7,000.00-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jan 2	1,942.33	Jan 12	1,342.33	Jan 24	902.33
Jan 3	942.33	Jan 16	1,382.33	Jan 25	942.33
Jan 8	1,022.33	Jan 18	1,462.33	Jan 26	982.33
Jan 9	6,182.33	Jan 19	1,582.33	Jan 30	1,022.33
Jan 10	5,302.33	Jan 23	1,822.33	Jan 31	1,062.44
Jan 11	1,302.33				

Balances only appear for days reflecting change.



Business Statement

Account Number:

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

Statement Period:

1986 TRN S Y ST01

Jan 2, 2024

through

Jan 31, 2024

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CITY OF LOS ALAMITOS
WORKERS COMP - CSAC
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

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CITY OF LOS ALAMITOS
WORKERS COMP - CSAC
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Jan 2, 2024

through

Jan 31, 2024

Page 2 of 2



MUNICIPAL INVESTOR CHECKING

Member FDIC

U.S. Bank National Association

Account Number

Account Summary

	# Items				
Beginning Balance on Jan 2		\$	4,512.39	Interest Paid this Year	\$ 0.45
Other Deposits	3		2,000.45	Number of Days in Statement Period	31
Checks Paid	13		1,408.46-		
Ending Balance on Jan 31, 2024		\$	5,104.38		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jan 3	Electronic Funds Transfer From Account		\$ 1,000.00
Jan 10	Electronic Funds Transfer From Account		1,000.00
Jan 31	Interest Paid	3100000332	0.45
Total Other Deposits			\$ 2,000.45

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
100389	Jan 2	8318139633	15.10	100396	Jan 24	8614080904	13.88
100390	Jan 2	8318100389	305.74	100397	Jan 23	8314651743	200.27
100391	Jan 2	8318148332	13.88	100398	Jan 29	8016366182	13.21
100392	Jan 9	8315784187	200.27	100399	Jan 23	8312859597	366.40
100393	Jan 19	9212987558	42.44	100400	Jan 31	8614320221	11.56
100394	Jan 16	8317067898	13.88	100401	Jan 31	8614320222	11.56
100395	Jan 8	8017211597	200.27				
Conventional Checks Paid (13)			\$	1,408.46-			

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jan 2	4,177.67	Jan 10	5,777.13	Jan 24	5,140.26
Jan 3	5,177.67	Jan 16	5,763.25	Jan 29	5,127.05
Jan 8	4,977.40	Jan 19	5,720.81	Jan 31	5,104.38
Jan 9	4,777.13	Jan 23	5,154.14		

Balances only appear for days reflecting change.



Business Statement

Account Number: I

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

Statement Period:

1986 IMG S Y ST01

Jan 2, 2024

through

Jan 31, 2024



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CITY OF LOS ALAMITOS
WORKERS COMP - CIPA
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

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CITY OF LOS ALAMITOS
WORKERS COMP - CIPA
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

|

Statement Period:

Jan 2, 2024

through

Jan 31, 2024

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MUNICIPAL INVESTOR CHECKING

Member FDIC

U.S. Bank National Association

Account Number

Account Summary

	# Items				
Beginning Balance on Jan 2		\$	4,215.90	Interest Paid this Year	\$ 0.44
Other Deposits	3		2,000.44	Number of Days in Statement Period	31
Checks Paid	5		504.14-		
Ending Balance on Jan 31, 2024		\$	5,712.20		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jan 3	Electronic Funds Transfer From Account		\$ 1,000.00
Jan 24	Electronic Funds Transfer From Account		1,000.00
Jan 31	Interest Paid	3100000333	0.44
Total Other Deposits			\$ 2,000.44

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
5264	Jan 2	8313235369	20.76	5271*	Jan 29	8016302466	250.34
5266*	Jan 11	8914141422	186.12	5272	Jan 26	9214018190	37.32
5269*	Jan 19	9214117311	9.60				

* Gap in check sequence

Conventional Checks Paid (5) \$ 504.14-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jan 2	4,195.14	Jan 19	4,999.42	Jan 29	5,711.76
Jan 3	5,195.14	Jan 24	5,999.42	Jan 31	5,712.20
Jan 11	5,009.02	Jan 26	5,962.10		

Balances only appear for days reflecting change.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 02, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF LOS ALAMITOS

CITY TREASURER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720

[Tran Type Definitions](#)

Account Number:

February 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
2/21/2024	2/21/2024	RW	1748318	N/A	CRAIG KOEHLER	-500,000.00
2/29/2024	2/29/2024	RD	1748605	N/A	CRAIG KOEHLER	500,000.00

Account Summary

Total Deposit:	500,000.00	Beginning Balance:	4,489,513.83
Total Withdrawal:	-500,000.00	Ending Balance:	4,489,513.83



CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS, CA 90720

INVESTMENT ACCOUNT NUMBER:

YOUR SALES REPRESENTATIVE IS:
SAFEKEEPING OPERATIONS
(800) 236-4221

STATEMENT PERIOD 02/01/2024 - 02/29/2024



Acct Name: CITY OF LOS ALAMITOS

Acct Number:

SUMMARY - USD

Page 1

For period 02/01/2024 - 02/29/2024

ACTIVITY - Settled/Cleared Cash Activity

Transaction Type	Amount
Purchases	0.00
Purchase Reversals	0.00
Sales	0.00
Sale Reversals	0.00
Withdrawals	0.00
Receipts	(742,726.39)
Deliveries	0.00
Principal Reversals	0.00
Interest	63,826.54
Interest Reversals	0.00
Interest Adjustments	0.00
Maturities	750,000.00
Calls	0.00
Puts	0.00
Paydowns	0.00
Paydown Adjustments	0.00
Payups	0.00
Payup Adjustments	0.00
Cash Dividends	0.00
Balance Changes	0.00
Stock Dividends	0.00
Closeouts	0.00
Closeout Dividends	0.00
Net Activity	71,100.15

Your Sales Representative is: SAFEKEEPING OPERATIONS
(800) 236-4221

Statement Contents

*Summary

*Activity - Settled/Cleared Cash Activity

*Activity - Projected Activity for Next Statement Period

*Holdings

HOLDINGS - Custody

Category	Par/Shares	Original Face	Principal Cost	Market Value
Domestic Time Deposits	4,687,000.00000	4,687,000.00000	4,687,000.00	4,596,087.91
Commercial Paper	500,000.00000	500,000.00000	487,206.25	492,044.72
Treasury Obligations	1,756,000.00000	1,756,000.00000	1,741,579.71	1,698,343.96
US Government Agency Securities	10,500,000.00000	10,500,000.00000	10,485,030.36	10,059,030.75
Corporate Securities	750,000.00000	750,000.00000	740,112.22	736,607.08



HOLDINGS - Custody

Category	Par/Shares	Original Face	Principal Cost	Market Value
Municipal Securities	3,150,000.00	3,150,000.00	2,855,951.15	2,866,500.35
Total Custody Holdings	21,343,000.00000	21,343,000.00	20,996,879.69	20,448,614.77



Acct Name: CITY OF LOS ALAMITOS

ACTIVITY - USD

Page 3

Acct Number:

Settled/Cleared Cash Activity

For period 02/01/2024 - 02/29/2024

Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
02/01/2024 392228331	Interest	LIBERTY CA UNION HIGH SCH DIST TAXABLE GO REF BDS	1.267 08/01/2027		530319SN3	1,900.50
02/01/2024 392228408	Interest	CALIFORNIA ST GO TXBL VARIOUS PURP CONSTRUCTION BD GROUP 1	1.700 02/01/2028		13063DC48	3,400.00
02/01/2024 392228610	Interest	TORRANCE CA UNIF SCH DIST GO TXBL REF BDS	2.524 08/01/2027		8913815A9	3,722.90
02/01/2024 392230192	Interest	CITRUS CA CMNTY COLLEGE DIST GO TXBL REF SER A	1.454 08/01/2028		17741RGF9	2,035.60
02/01/2024 751016162	Interest	PLACENTIA-YORBA LINDA CA GO UNLTD USD TXBL REF SER B	1.350 08/01/2027		725894MX4	1,687.50
02/01/2024 751016418	Interest	SAN DIEGO CA CMNTY CLG GO UNLT TAXABLE GO REF BDS 2021	1.445 08/01/2026		797272RN3	1,950.75
02/01/2024 931000922	Interest	SANTA MONICA-MALIBU UNI SCH GO REF BDS 2021 N/C	1.197 08/01/2028		802498ZC2	2,094.75
02/02/2024 392230288	Maturity	BARCLAYS BANK PLC US COMMERCIAL PAPER	DI 02/02/2024		06744HPS3	250,000.00
02/05/2024 751011537	Interest	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	.800 06/04/2026		88241TLA6	168.50
02/05/2024 751014759	Interest	AMERICAN EXPRESS NA CERTIFICATE OF DEPOSIT	3.350 08/05/2024		02589ADK5	4,137.48
02/05/2024 751014760	Interest	CAPITAL ONE NA CERTIFICATE OF DEPOSIT	3.500 08/03/2026		14042RTH4	4,322.74
02/05/2024 751014761	Interest	ALLY BANK CERTIFICATE OF DEPOSIT	3.450 08/04/2026		02007GXG3	4,260.99
02/06/2024 751020515	Receipt	U.S. TREASURY BILL 912797GQ4 3/7/24	DI 03/07/2024	250,000.00000 99.573141	912797GQ4	(248,932.85)
02/06/2024 751020516	Receipt	BARCLAYS BANK PLC COMMERCIAL PAPER	DI 08/02/2024	250,000.00000 97.503056	06741FH26	(243,757.64)



Acct Name: CITY OF LOS ALAMITOS

ACTIVITY - USD

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Acct Number:

Settled/Cleared Cash Activity

For period 02/01/2024 - 02/29/2024

Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
02/06/2024 931000892	Maturity	U.S. TREASURY BILL 912797JC2 02/06/2024	DI 02/06/2024		912797JC2	250,000.00
02/07/2024 819030375	Interest	WELLS FARGO BANK NATL ASSN CD 5.05%28	5.050 11/07/2028		949764HK3	1,063.68
02/08/2024 3922224461	Interest	DISCOVER BANK CD 3.5%26	3.500 08/10/2026		254673P34	4,322.74
02/12/2024 751014866	Interest	BMW BANK NORTH AMERICA UTAH CD 3.25%24	3.250 08/12/2024		05580AP24	4,013.97
02/15/2024 751020593	Receipt	FEDERAL FARM CR BKS CONS BD 5.17%29	5.170 02/14/2029	250,000.00000 100.0000000	3133EP2Y0	(250,035.90)
02/26/2024 392220168	Interest	FEDERAL HOME LOAN BANK 02/24/26	.750 02/24/2026		3130ALCV4	937.50
02/26/2024 392220694	Interest	FHLB STEP-UP 11/24/26	Variable 11/24/2026		3130APTZ8	1,500.00
02/26/2024 392222114	Interest	FEDERAL HOME LOAN BANKS CONS BD 2.05%27	2.050 02/24/2027		3130AQWJ8	10,250.00
02/26/2024 819021988	Interest	FEDERAL HOME LOAN BANKS CONS BD 2%27	2.000 02/25/2027		3130AQRH8	10,000.00
02/29/2024 751017718	Interest	BALBOA THRIFT & LOAN CA CD 4.4%28	4.400 07/31/2028		05765LBV8	870.48
02/29/2024 751020433	Maturity	U.S. TREASURY BILLS BILL 02/29/24	DI 02/29/2024		912797GP6	250,000.00
02/29/2024 799013930	Interest	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	.550 07/30/2025		58404DHC7	112.25
02/29/2024 819029768	Interest	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	5.100 09/29/2028		40135GAA6	1,074.21
Net Activity						71,100.15



Acct Name: CITY OF LOS ALAMITOS

Acct Number:

ACTIVITY - USD

Projected Activity for Next Statement Period

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Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
03/04/2024 751011537	Interest	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	.800 06/04/2026		88241TLA6	157.63
03/07/2024 751020515	Maturity	U.S. TREASURY BILL 912797GQ4 3/7/24	DI 03/07/2024		912797GQ4	250,000.00
03/07/2024 819030375	Interest	WELLS FARGO BANK NATL ASSN CD 5.05%28	5.050 11/07/2028		949764HK3	995.06
03/08/2024 392225427	Interest	FEDERAL FARM CR BKS CONS BD 4.23%27	4.230 09/08/2027		3133ENL32	10,575.00
03/18/2024 392222413	Interest	FEDERAL HOME LOAN BANKS CONS BD 2%25	2.000 12/17/2025		3130AR4T5	5,000.00
03/21/2024 819029744	Maturity	U.S. TREASURY BILLS 912797LL9 03/21/24	DI 03/21/2024		912797LL9	256,000.00
03/25/2024 392222832	Interest	CAPITAL ONE BANK (USA) NA CD 2.25%27	2.250 03/23/2027		14042TEU7	2,771.14
03/27/2024 751015573	Interest	FEDERAL HOME LN MTG CORP CALL 4.25%092724	4.250 09/27/2024		3134GX2B9	5,312.50
03/29/2024 751015598	Interest	FEDERAL HOME LOAN BANK 3130ATGG6 9/29/2025	4.500 09/29/2025		3130ATGG6	11,250.00
03/29/2024 819029768	Interest	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	5.100 09/29/2028		40135GAA6	1,004.91
03/29/2024 819029772	Interest	SYNCHRONY BANK CD FDIC GUARANTEED UP TO 250,000	4.750 09/29/2028		87164W2U1	5,771.49
Net Projected Activity						548,837.73



Acct Name: CITY OF LOS ALAMITOS	HOLDINGS AS OF 02/29/2024 - USD	Page 6
Acct Number:		

CUSTODY Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
Domestic Time Deposits						
08/05/2024	02589ADK5 751014759	3.350 08/22	AMERICAN EXPRESS NA CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	243,035.01
08/12/2024	05580AP24 751014866	3.250 08/22	BMW BANK NORTH AMERICA UTAH CD 3.25%24	245,000.00 245,000.00	245,000.00	242,807.70
03/28/2025	15987UBA5 751016256	5.050 03/23	CHARLES SCHWAB BANK SSB CD 5.05%25	243,000.00 243,000.00	243,000.00	243,140.68
07/30/2025	58404DHQ7 799013930	.550 07/20	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	249,000.00 249,000.00	249,000.00	234,292.67
06/04/2026	88241TLA6 751011537	.800 06/21	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	248,000.00 248,000.00	248,000.00	227,979.29
07/28/2026	795451AF0 751012315	1.000 07/21	SALLIE MAE BANK/SALT LAKE UT CERTIFICATE OF DEPOSIT	248,000.00 248,000.00	248,000.00	228,308.56
08/03/2026	14042RTH4 751014760	3.500 08/22	CAPITAL ONE NA CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	239,405.99
08/04/2026	02007GXC3 751014761	3.450 08/22	ALLY BANK CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	239,127.42
08/10/2026	254673P34 392224461	3.500 08/22	DISCOVER BANK CD 3.5%26	245,000.00 245,000.00	245,000.00	239,432.96
01/07/2027	06251A3M0 819021446	1.500 01/22	BANK HAPOALIM B M NEW YORK CD 1.5%27	250,000.00 250,000.00	250,000.00	231,280.38
01/13/2027	856285C33 819021531	1.450 01/22	STATE BK INDIA NEW YORK NY CD 1.45%27	250,000.00 250,000.00	250,000.00	230,889.26



CUSTODY Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
03/23/2027	14042TEU7 392222832	2.250 03/22	CAPITAL ONE BANK (USA) NA CD 2.25%27	247,000.00 247,000.00	247,000.00	232,996.60
04/27/2027	12547CBB3 819027539	4.350 04/23	CIBC BANK USA CD 4.35%27	250,000.00 250,000.00	250,000.00	250,839.55
05/03/2028	35633MDE9 819027575	4.900 05/23	FREEDOM BANK OF VIRGINIA CD CLL 4.9%28	244,000.00 244,000.00	244,000.00	244,185.44
05/16/2028	05600XQE3 819027619	4.500 05/23	BMO HARRIS BANK NA CHICAGO CD 4.5%28	244,000.00 244,000.00	244,000.00	247,840.92
07/31/2028	05765LBV8 751017718	4.400 07/23	BALBOA THRIFT & LOAN CA CD 4.4%28	249,000.00 249,000.00	249,000.00	252,346.62
09/29/2028	40135GAA6 819029768	5.100 09/23	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	248,000.00 248,000.00	248,000.00	258,730.05
09/29/2028	87164W2U1 819029772	4.750 09/23	SYNCHRONY BANK CD FDIC GUARANTEED UP TO 250,000	244,000.00 244,000.00	244,000.00	250,893.95
11/07/2028	949764HK3 819030375	5.050 11/23	WELLS FARGO BANK NATL ASSN CD 5.05%28	248,000.00 248,000.00	248,000.00	258,554.86
Domestic Time Deposits Total				4,687,000.00000 4,687,000.00000	4,687,000.00	4,596,087.91
Commercial Paper						
05/03/2024	63763PE39 819030376	DI 11/23	NATIONAL SECURITIES CLEARING CP	250,000.00 250,000.00	243,448.61	247,648.75
08/02/2024	06741FH26 751020516	DI 02/24	BARCLAYS BANK PLC COMMERCIAL PAPER	250,000.00 250,000.00	243,757.64	244,395.97
Commercial Paper Total				500,000.00000 500,000.00000	487,206.25	492,044.72
Treasury Obligations						



Acct Name: CITY OF LOS ALAMITOS

Acct Number:

HOLDINGS AS OF 02/29/2024 - USD

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CUSTODY
Maturity

	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
03/07/2024	912797GQ4 751020515	DI 02/24	U.S. TREASURY BILL 912797GQ4 3/7/24	250,000.00 250,000.00	248,932.85	249,744.85
03/21/2024	912797LL9 819029744	DI 09/23	U.S. TREASURY BILLS 912797LL9 03/21/24	256,000.00 256,000.00	249,591.36	255,210.44
11/15/2024	91282CDH1 819021235	.750 12/21	U.S. Treasury Notes 91282CDH1 11/15/2024	500,000.00 500,000.00	498,564.00	484,726.56
03/31/2025	91282ZF0 392217170	.500 05/21	U.S. Treasury Notes 91282ZF0 03/31/2025	500,000.00 500,000.00	501,142.50	476,601.56
10/31/2025	91282CAT8 392220167	.250 11/21	U.S. Treasury Notes .250, 10/31/2025	250,000.00 250,000.00	243,349.00	232,060.55
Treasury Obligations Total				1,756,000.00000 1,756,000.00000	1,741,579.71	1,698,343.96
US Government Agency Securities						
04/29/2024	3130AM5Q1 819021234	.440 12/21	FEDERAL HOME LOAN BANK 04/29/24	500,000.00 500,000.00	496,366.00	495,923.02
07/29/2024	3134GWEA0 751005674	.450 07/20	FEDERAL HOME LOAN MTG CORP 07/29/2024	750,000.00 750,000.00	752,976.75	734,798.36
09/27/2024	3134GX2B9 751015573	4.250 09/22	FEDERAL HOME LN MTG CORP CALL 4.25%092724	250,000.00 250,000.00	249,375.00	248,402.21
11/25/2024	3130ARXL0 751013717	3.000 05/22	FEDERAL HOME LOAN BANK CONS BD 3%24	1,000,000.00 1,000,000.00	1,000,000.00	984,363.97
05/23/2025	3130ARYD7 751013728	3.250 05/22	FEDERAL HOME LOAN BANK CONS BD 3.25%25	1,000,000.00 1,000,000.00	1,000,000.00	980,021.04
09/29/2025	3130ATGG6 751015598	4.500 09/22	FEDERAL HOME LOAN BANK 3130ATGG6 9/29/2025	500,000.00 500,000.00	500,000.00	497,453.21



Acct Name: CITY OF LOS ALAMITOS
Acct Number:

HOLDINGS AS OF 02/29/2024 - USD

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CUSTODY
Maturity

	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
12/17/2025	3130AR4T5 392222413	2.000 03/22	FEDERAL HOME LOAN BANKS CONS BD 2%25	500,000.00 500,000.00	500,000.00	476,498.20
02/24/2026	3130ALCV4 392220168	.750 11/21	FEDERAL HOME LOAN BANK 02/24/26	250,000.00 250,000.00	247,368.50	231,028.02
10/20/2026	3133ENBK5 819021236	1.140 12/21	FEDERAL FARM CR BKS CONS BD 1.14%26	250,000.00 250,000.00	248,987.50	227,699.03
10/28/2026	3130APFU4 392220169	1.050 11/21	FEDERAL HOME LOAN BANK 10/28/26	250,000.00 250,000.00	249,153.11	226,892.83
11/24/2026	3130APTZ8 392220694	Variable 11/21	FHLB STEP-UP 11/24/26	500,000.00 500,000.00	500,000.00	468,208.48
01/28/2027	3130AQJG9 819021649	1.650 01/22	FEDERAL HOME LOAN BANKS CONS BD 1.65%27	1,000,000.00 1,000,000.00	1,000,000.00	919,429.22
02/24/2027	3130AQWJ8 392222114	2.050 03/22	FEDERAL HOME LOAN BANKS CONS BD 2.05%27	1,000,000.00 1,000,000.00	1,001,990.00	929,000.45
02/25/2027	3130AQRH8 819021988	2.000 02/22	FEDERAL HOME LOAN BANKS CONS BD 2%27	1,000,000.00 1,000,000.00	1,000,000.00	924,857.73
04/21/2027	3130ARKD2 392223349	3.250 04/22	FEDERAL HOME LOAN BANKS CONS BD 3.25%27	500,000.00 500,000.00	500,000.00	479,167.78
09/08/2027	3133ENL32 392225427	4.230 11/22	FEDERAL FARM CR BKS CONS BD 4.23%27	500,000.00 500,000.00	488,813.50	487,497.95
04/28/2028	3134GYNY4 819027563	5.250 04/23	FEDERAL HOME LN MTG CORP CALL 5.25%042828	500,000.00 500,000.00	500,000.00	498,520.07
02/14/2029	3133EP2Y0 751020593	5.170 02/24	FEDERAL FARM CR BKS CONS BD 5.17%29	250,000.00 250,000.00	250,000.00	249,269.18
US Government Agency Securities Total				10,500,000.00000 10,500,000.00000	10,485,030.36	10,059,030.75
Corporate Securities						



Acct Name: CITY OF LOS ALAMITOS

HOLDINGS AS OF 02/29/2024 - USD

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Acct Number:

CUSTODY
Maturity

Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
04/12/2024	DI 01/24	PACIFIC LIFE SHORT TERM FDG 0% CP 12/04/2024	250,000.00 250,000.00	246,709.72	248,365.25
05/30/2024	DI 11/23	PFIZER INC DI, 05/30/2024	250,000.00 250,000.00	243,402.50	246,596.75
01/20/2028	5.150 01/23	MORGAN STANLEY FIN LLC FR 5.15%012028	250,000.00 250,000.00	250,000.00	241,645.08
Corporate Securities Total			750,000.00000 750,000.00000	740,112.22	736,607.08
Municipal Securities					
04/01/2025	3.375 05/23	CALIFORNIA ST GO TXBL BDS 3.375, 04/01/2025	250,000.00 250,000.00	246,970.00	245,642.50
08/01/2026	1.445 04/23	SAN DIEGO CA CMNTY CLG GO UNLT TAXABLE GO REF BDS 2021	270,000.00 270,000.00	248,486.40	249,809.40
10/01/2026	2.375 01/23	CALIFORNIA ST GO UNLTD TXBL BID GROUP A	500,000.00 500,000.00	465,095.00	471,635.00
08/01/2027	1.267 05/23	LIBERTY CA UNION HIGH SCH DIST TAXABLE GO REF BDS	300,000.00 300,000.00	268,179.00	267,735.00
08/01/2027	2.524 06/23	TORRANCE CA UNIF SCH DIST GO TXBL REF BDS	295,000.00 295,000.00	271,695.00	274,848.55
08/01/2027	1.350 12/22	PLACENTIA-YORBA LINDA CA GO UNLTD USD TXBL REF SER B	250,000.00 250,000.00	219,412.50	224,127.50
02/01/2028	1.700 06/23	CALIFORNIA ST GO TXBL VARIOUS PURP CONSTRUCTION BD GROUP 1	400,000.00 400,000.00	358,032.00	359,116.00
06/01/2028	1.673 01/24	CHAFFEY CA CMNTY CLG DIST GO TXBL REF	255,000.00 255,000.00	229,160.85	226,399.20



CUSTOMY Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
08/01/2028	17741RGF9 392230192	1.454 08/23	CITRUS CA CMNTY COLLEGE DIST GO TXBL REF SER A	280,000.00 280,000.00	241,046.40	245,739.20
08/01/2028	802498ZC2 931000922	1.197 01/24	SANTA MONICA-MALIBU UNI SCH GO REF BDS 2021 N/C	350,000.00 350,000.00	307,874.00	301,448.00
Municipal Securities Total				3,150,000.00000 3,150,000.00000	2,855,951.15	2,866,500.35
Total Custody Holdings				21,343,000.00000 21,343,000.00000	20,996,879.69	20,448,614.77



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

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CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Feb 1, 2024

through

Feb 29, 2024

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To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

MUNICIPAL INVESTOR

U.S. Bank National Association

Account Summary

Account Number

Member FDIC

	# Items				
Beginning Balance on Feb 1		\$	775,815.22	Annual Percentage Yield Earned	0.09975%
Other Deposits	26		2,113,882.16	Interest Earned this Period	\$ 55.62
Other Withdrawals	7		1,843,107.64-	Interest Paid this Year	\$ 84.49
Ending Balance on Feb 29, 2024		\$	1,046,589.74	Number of Days in Statement Period	29

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Feb 1	Electronic Deposit REF=240320189517880Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751016162 \	\$ 1,687.50
Feb 1	Electronic Deposit REF=240320189517800Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392228331 \	1,900.50
Feb 1	Electronic Deposit REF=240320189517900Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751016418 \	1,950.75
Feb 1	Electronic Deposit REF=240320189517860Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392230192 \	2,035.60
Feb 1	Electronic Deposit REF=240320189517920Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 931000922 \	2,094.75
Feb 1	Electronic Deposit REF=240320189517820Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392228408 \	3,400.00
Feb 1	Electronic Deposit REF=240320189517840Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392228610 \	3,722.90
Feb 2	Electronic Deposit REF=240330210436490Y00 Inv. Sec Mat- Rcpt	From Department 0112912506Fixed Inc 392230288 \	250,000.00
Feb 5	Electronic Deposit REF=240360205703850Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751011537 \	168.50
Feb 5	Electronic Deposit REF=240360205703870Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751014759 \	4,137.48
Feb 5	Electronic Deposit REF=240360205703910Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751014761 \	4,260.99

Products and services available in U.S. only. Eligibility requirements and restrictions apply. For additional information, contact a U.S. Bank branch or call 800-872-2657.



CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Feb 1, 2024

through

Feb 29, 2024

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MUNICIPAL INVESTOR

(CONTINUED)

U.S. Bank National Association

Account Number

Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Feb 5	Electronic Deposit REF=240360205703890Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751014760 \	4,322.74
Feb 6	Electronic Deposit REF=240370124525670Y00 Inv. Sec Mat- Rcpt	From Department 0112912506Fixed Inc 931000892 \	250,000.00
Feb 7	Electronic Deposit REF=240380156045990Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819030375 \	1,063.68
Feb 8	Electronic Deposit REF=240390163653450Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392224461 \	4,322.74
Feb 12	Electronic Deposit REF=240430224707680Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751014866 \	4,013.97
Feb 26	Electronic Deposit REF=240570210367440Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392220168 \	937.50
Feb 26	Electronic Deposit REF=240570210367460Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392220694 \	1,500.00
Feb 26	Electronic Deposit REF=240570210367500Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819021988 \	10,000.00
Feb 26	Electronic Deposit REF=240570210367480Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392222114 \	10,250.00
Feb 27	Electronic Funds Transfer	From Account	1,300,000.00
Feb 29	Interest Paid	2900003530	55.62
Feb 29	Electronic Deposit REF=240600154168030Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 799013930 \	112.25
Feb 29	Electronic Deposit REF=240600154167990Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751017718 \	870.48
Feb 29	Electronic Deposit REF=240600154168050Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819029768 \	1,074.21
Feb 29	Electronic Deposit REF=240600154168010Y00 Inv. Sec Mat- Rcpt	From Department 0112912506Fixed Inc 751020433 \	250,000.00
Total Other Deposits			\$ 2,113,882.16

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Feb 6	Electronic Withdrawal REF=240370124520130Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 751020516 CUSIP 06741FH	\$ 243,757.64-
Feb 6	Electronic Withdrawal REF=240370124520110Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 751020515 CUSIP 912797G	248,932.85-
Feb 7	Electronic Withdrawal REF=240380156048470Y00 -Safekeeping Process Fee-	To Department 0112912506Fixed Inc Account	381.25-
Feb 15	Electronic Funds Transfer	To Account	200,000.00-

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Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
Feb 15	Electronic Withdrawal REF=240460213006270Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 751020593 CUSIP 3133EP2	250,035.90-
Feb 28	Electronic Funds Transfer	To Account	400,000.00-
Feb 28	Electronic Funds Transfer	To Account	500,000.00-
Total Other Withdrawals			\$ 1,843,107.64-



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

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To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

MUNICIPAL INVESTOR CHECKING

U.S. Bank National Association

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Member FDIC

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Account Summary

	# Items				
Beginning Balance on Feb 1		\$	876,222.81	Interest Paid this Year	\$ 145.83
Customer Deposits	5		581,339.22	Number of Days in Statement Period	29
Other Deposits	88		2,818,798.55		
Other Withdrawals	60		2,702,626.08-		
Checks Paid	157		848,568.19-		
Ending Balance on Feb 29, 2024		\$	725,166.31		

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Feb 1	8913515034	127,311.49		Feb 22	8913750968	128,623.59
	Feb 8	8913265398	148,263.46		Feb 29	8913322866	134,397.45
	Feb 15	8913002969	42,743.23				
			Total Customer Deposits	\$	581,339.22		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Feb 1	Electronic Deposit From SOUTHERN CALIFOR REF=240310021766320Y00 Single		\$ 6.82
Feb 1	Electronic Deposit From BANKCRD REF=240310150494070N00 465382828 CR CD DEP		41.00
Feb 1	Electronic Deposit From BANKCRD REF=240310150494240N00 465382828 CR CD DEP		300.00
Feb 1	Electronic Deposit From BANKCRD REF=240310150494250N00 465382828 CR CD DEP		931.50
Feb 1	Electronic Deposit From BANKCRD REF=240310150494230N00 465382828 CR CD DEP		1,059.00
Feb 1	Electronic Deposit From SOUTHERN CALIFOR REF=240310021766380Y00 Single		18,796.88
Feb 1	Electronic Deposit From APPORT ST OF CA REF=240300116347760Y00 PSAPPORTS716		26,439.46
Feb 2	Electronic Deposit From BANKCRD REF=240320190679820N00 465382828 CR CD DEP		169.00
Feb 2	Electronic Deposit From BANKCRD REF=240320190680040N00 465382828 CR CD DEP		549.00
Feb 2	Electronic Deposit From BANKCRD REF=240320190680030N00 465382828 CR CD DEP		756.40
Feb 5	Electronic Deposit From BANKCRD REF=240330196193520N00 465382828 CR CD DEP		13.00
Feb 5	Electronic Deposit From BANKCRD REF=240330196193690N00 465382828 CR CD DEP		619.00

Products and services available in U.S. only. Eligibility requirements and restrictions apply. For additional information, contact a U.S. Bank branch or call 800-872-2657.



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Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Feb 5	Check 112048	Refer to Maker SPT Return Location/Ser#0000112048	1,048.46
Feb 5	Electronic Deposit REF=240330196193680N00	From BANKCRD 465382828 CR CD DEP	3,092.73
Feb 6	Electronic Deposit REF=240360197922600N00	From BANKCRD 465382828 CR CD DEP	90.00
Feb 6	Electronic Deposit REF=240360197922610N00	From BANKCRD 465382828 CR CD DEP	108.00
Feb 6	Electronic Deposit REF=240360197922590N00	From BANKCRD 465382828 CR CD DEP	588.00
Feb 6	Electronic Deposit REF=240360197922580N00	From BANKCRD 465382828 CR CD DEP	2,718.45
Feb 7	Electronic Deposit REF=240370119166890N00	From BANKCRD 465382828 CR CD DEP	379.50
Feb 7	Electronic Deposit REF=240370119166880N00	From BANKCRD 465382828 CR CD DEP	435.56
Feb 8	Electronic Deposit REF=240380156477000N00	From BANKCRD 465382828 CR CD DEP	152.00
Feb 8	Electronic Deposit REF=240380156477010N00	From BANKCRD 465382828 CR CD DEP	3,060.00
Feb 8	Electronic Deposit REF=240380109618710N00	From County of Orange EDI PYMNT 202402060012063	5,552.40
Feb 9	Electronic Deposit REF=240390158731870N00	From BANKCRD 465382828 CR CD DEP	1,700.00
Feb 12	Electronic Deposit REF=240400147974430N00	From BANKCRD 465382828 CR CD DEP	309.00
Feb 12	Electronic Deposit REF=240400147974440N00	From BANKCRD 465382828 CR CD DEP	752.75
Feb 12	Electronic Funds Transfer	From Account	6,000.00
Feb 13	Electronic Deposit REF=240430217807540N00	From BANKCRD 465382828 CR CD DEP	163.00
Feb 13	Electronic Deposit REF=240430217807530N00	From BANKCRD 465382828 CR CD DEP	700.00
Feb 13	Electronic Deposit REF=240430217807520N00	From BANKCRD 465382828 CR CD DEP	822.00
Feb 13	Electronic Deposit REF=240430172492580N00	From County of Orange B956000928EDI PYMNT 202402090012243	2,519.00
Feb 14	Electronic Deposit REF=240440139667670N00	From BANKCRD 465382828 CR CD DEP	90.00
Feb 14	Electronic Deposit REF=240440139667490N00	From BANKCRD 465382828 CR CD DEP	143.00
Feb 14	Electronic Deposit REF=240440139667660N00	From BANKCRD 465382828 CR CD DEP	201.00
Feb 14	Electronic Deposit REF=240440139667680N00	From BANKCRD 465382828 CR CD DEP	402.00
Feb 14	Electronic Deposit REF=240440101584480N00	From CE SOLUTIONS D 4949004366OPERATING FGWAP0000681140	11,650.29
Feb 15	Electronic Deposit REF=240450185601220N00	From BANKCRD 465382828 CR CD DEP	40.00
Feb 15	Electronic Deposit REF=240450185601430N00	From BANKCRD 465382828 CR CD DEP	448.00
Feb 15	Electronic Deposit REF=240450185601420N00	From BANKCRD 465382828 CR CD DEP	1,280.97
Feb 15	AE STL REF#0015480488001 An Account Error	An Adjustment Was Posted For On 02/14/2024	4,100.00



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Date	Description of Transaction	Ref Number	Amount
Feb 15	Electronic Deposit REF=240450185601410N00	From BANKCRD 465382828 CR CD DEP	4,148.15
Feb 15	Electronic Funds Transfer	From Account	200,000.00
Feb 16	Electronic Deposit REF=240460207475400N00	From BANKCRD 465382828 CR CD DEP	90.00
Feb 16	Electronic Deposit REF=240460207475190N00	From BANKCRD 465382828 CR CD DEP	444.00
Feb 16	Electronic Deposit REF=240460207475410N00	From BANKCRD 465382828 CR CD DEP	713.00
Feb 16	Electronic Deposit REF=240450139753030N00	From SOUTHERN CALIFOR EDI PAYMTS2402100001	109,517.44
Feb 20	Electronic Deposit REF=240470114521140N00	From BANKCRD 465382828 CR CD DEP	143.00
Feb 20	Electronic Deposit REF=240510154202060N00SD	From BANKCRD 465382828 CR CD DEP	211.00
Feb 20	Electronic Deposit REF=240470114521350N00	From BANKCRD 465382828 CR CD DEP	450.00
Feb 20	Electronic Deposit REF=240510154202070N00SD	From BANKCRD 465382828 CR CD DEP	669.00
Feb 20	Electronic Deposit REF=240510154202050N00SD	From BANKCRD 465382828 CR CD DEP	840.50
Feb 20	Electronic Deposit REF=240470114521360N00	From BANKCRD 465382828 CR CD DEP	1,022.00
Feb 20	Electronic Deposit REF=240470114521340N00	From BANKCRD 465382828 CR CD DEP	1,828.20
Feb 21	Electronic Deposit REF=240510250568300N00	From BANKCRD 465382828 CR CD DEP	20.00
Feb 21	Electronic Deposit REF=240520086610860Y00	From U.S. BANK NATION WDUSBAPPAYAP PAYMENT340188983	52.00
Feb 21	Electronic Deposit REF=240510250568450N00	From BANKCRD 465382828 CR CD DEP	1,259.00
Feb 21	Electronic Deposit REF=240520086619740Y00	From U.S. BANK NATION WDUSBAPPAYAP PAYMENT340188983_0003	1,661.38
Feb 21	Wire Credit INTERNAL ORG=CALIFORNIA STATE	US BANK 240221B01FMT TREASURER DEMAND PO BOX 94	500,000.00
Feb 22	Electronic Deposit REF=240520206408390N00	From BANKCRD 465382828 CR CD DEP	143.00
Feb 22	Electronic Deposit REF=240520206408640N00	From BANKCRD 465382828 CR CD DEP	1,368.50
Feb 22	Electronic Deposit REF=240520206408630N00	From BANKCRD 465382828 CR CD DEP	1,712.75
Feb 22	Electronic Deposit REF=240520206408620N00	From BANKCRD 465382828 CR CD DEP	2,788.61
Feb 22	Electronic Deposit REF=240510157231900Y00	From APPOINT ST OF CA APSAPPORTS716	29,722.58
Feb 23	Electronic Deposit REF=240530126370480N00	From BANKCRD 465382828 CR CD DEP	1,157.00
Feb 23	Electronic Deposit REF=240530126370490N00	From BANKCRD 465382828 CR CD DEP	3,950.25
Feb 23	Electronic Deposit REF=240520132325730Y00	From APPOINT ST OF CA APSAPPORTS716	14,982.07
Feb 26	Electronic Deposit REF=240540130711780N00	From BANKCRD 465382828 CR CD DEP	118.00
Feb 26	Electronic Deposit REF=240540130711790N00	From BANKCRD 465382828 CR CD DEP	1,459.00



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Date	Description of Transaction	Ref Number	Amount
Feb 26	Electronic Deposit REF=240540130711770N00	From BANKCRD 465382828 CR CD DEP	3,194.80
Feb 26	Electronic Deposit REF=240530065399360Y00	From CA DEPT TAX&FEE CDTFA-LTAX30032	292,973.55
Feb 26	Electronic Deposit REF=240530065399350Y00	From CA DEPT TAX&FEE 9900005310CDTFA-LTAX869	597,458.86
Feb 27	Electronic Deposit REF=240570205021910N00	From BANKCRD 465382828 CR CD DEP	449.00
Feb 27	Electronic Deposit REF=240570205021920N00	From BANKCRD 465382828 CR CD DEP	696.00
Feb 27	Electronic Funds Transfer	From Account	1,000.00
Feb 27	Electronic Deposit REF=240570205021930N00	From BANKCRD 465382828 CR CD DEP	1,788.00
Feb 28	Electronic Deposit REF=240580161013940N00	From BANKCRD 465382828 CR CD DEP	115.00
Feb 28	Electronic Deposit REF=240580161014180N00	From BANKCRD 465382828 CR CD DEP	1,241.00
Feb 28	Electronic Deposit REF=240580161014170N00	From BANKCRD 465382828 CR CD DEP	2,163.28
Feb 28	Electronic Deposit REF=240580161014190N00	From BANKCRD 465382828 CR CD DEP	4,053.52
Feb 28	Electronic Deposit REF=240580100987120N00	From HDL Client Trust January 10379099	24,974.99
Feb 28	Electronic Funds Transfer	From Account	400,000.00
Feb 28	Electronic Funds Transfer	From Account	500,000.00
Feb 29	Electronic Deposit REF=240590214493830N00	From BANKCRD 465382828 CR CD DEP	40.00
Feb 29	Interest Paid	2900000374	55.33
Feb 29	Electronic Deposit REF=240590214494060N00	From BANKCRD 465382828 CR CD DEP	794.00
Feb 29	Electronic Deposit REF=240590214494050N00	From BANKCRD 465382828 CR CD DEP	2,418.00
Feb 29	Electronic Deposit REF=240590214494070N00	From BANKCRD 465382828 CR CD DEP	3,011.00
Feb 29	Electronic Deposit REF=240590168331690N00	From County of Orange DI PYMNT 202402270012335	3,674.62
Total Other Deposits			\$ 2,818,798.55

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Feb 1	EasyTax Payment REF=240320160868660Y00	From CALIFORNIA EDD () 890005171 STTAXPYMNT93201853	\$ 173.96-
Feb 1	EasyTax Payment REF=240320160866330Y00	From FEDERAL 890005171 USTAXPYMNT952133135	578.68-
Feb 1	EasyTax Payment REF=240320160868620Y00	From CALIFORNIA EDD () 890005171 STTAXPYMNT93201853	10,783.67-
Feb 1	EasyTax Payment REF=240320160866320Y00	From FEDERAL 890005171 USTAXPYMNT952133135	36,768.96-
Feb 2	Electronic Withdrawal REF=240320095052420N00	To BANKCRD 465382828 CCDISCOUNT	135.55-
Feb 2	Electronic Withdrawal REF=240320095052890N00	To BANKCRD 465382828 CCDISCOUNT	1,314.61-
Feb 2	Electronic Withdrawal REF=240320095052880N00	To BANKCRD 465382828 CCDISCOUNT	1,336.57-
Feb 2	Electronic Settlement REF=240330098361740Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	11,487.90-



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Date	Description of Transaction	Ref Number	Amount
Feb 2	Electronic Settlement REF=240330098348390Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	223,926.83-
Feb 5	Electronic Withdrawal REF=240330214974160N00	To NATIONWIDE PAYMENTS DCD0010658898	1,590.00-
Feb 5	Electronic Settlement REF=240360027671860Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	1,776.56-
Feb 5	Electronic Withdrawal REF=240330193532810N00	To MISSIONSQUARE INVESTMENT303293 240201	3,243.19-
Feb 6	Electronic Withdrawal REF=240360155089270N00	To CALPERS 19462074651900	1,555.76-
Feb 6	Electronic Withdrawal REF=240360173105510N00	To NATIONWIDE PAYMENTS DCD0010675061	3,036.08-
Feb 6	Electronic Withdrawal REF=240360169398720Y00	To CALPERS 19462074653100	12,043.30-
Feb 6	Electronic Withdrawal REF=240360169398700Y00	To CALPERS 19462074653100	12,649.43-
Feb 6	Electronic Withdrawal REF=240360169398680Y00	To CALPERS 19462074653100	16,298.06-
Feb 6	Electronic Withdrawal REF=240360169398660Y00	To CALPERS 19462074653100	17,013.10-
Feb 6	Electronic Withdrawal REF=240360169407370Y00	To CALPERS 19462074651800	82,096.35-
Feb 7	Electronic Withdrawal REF=240370095653780Y00	To SO CAL GAS PAID SCGC 1884106000	17.06-
Feb 7	Electronic Withdrawal REF=240370109051270N00	To SO CAL EDISON CO BILL PAYMT700265156214	18.29-
Feb 7	Electronic Withdrawal REF=240370109052770N00	To SO CAL EDISON CO BILL PAYMT700382322918	38.32-
Feb 7	Electronic Withdrawal REF=240370095653770Y00	To SO CAL GAS PAID SCGC 0960105200	54.21-
Feb 7	Electronic Withdrawal REF=240370109055260N00	To SO CAL EDISON CO BILL PAYMT700585429194	62.20-
Feb 7	Electronic Withdrawal REF=240370109052860N00	To SO CAL EDISON CO BILL PAYMT700388851422	82.34-
Feb 7	Electronic Withdrawal REF=240370109053240N00	To SO CAL EDISON CO BILL PAYMT700417313646	169.08-
Feb 7	Electronic Withdrawal REF=240370095653760Y00	To SO CAL GAS PAID SCGC 0414104900	256.36-
Feb 7	Electronic Withdrawal REF=240370109054700N00	To SO CAL EDISON CO BILL PAYMT700531008760	302.82-
Feb 7	Electronic Withdrawal REF=240380136204420Y00	To DDIC - DHMO PAYMENT 47725	461.53-
Feb 7	Electronic Withdrawal REF=240380091323760Y00	To VISION SERVICE P EDI/ACH 1404087898	1,045.06-
Feb 7	Electronic Withdrawal REF=240370109056710N00	To SO CAL EDISON CO BILL PAYMT700720597583	1,294.32-
Feb 7	Electronic Settlement REF=240380028220090Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	1,536.27-
Feb 8	EasyTax Payment REF=240390140580290Y00	From CALIFORNIA EDD (STTAXPYMNT93201853	20.12-
Feb 8	EasyTax Payment REF=240390140579360Y00	From FEDERAL JSTAXPYMNT952133135	147.91-
Feb 8	Electronic Withdrawal REF=240380131177880Y00	To Standard Ins premium STASIC000287279	351.85-
Feb 8	Electronic Withdrawal REF=240380107767770N00	To AFLAC COLUMBUS CHPMT 72163737	690.88-



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Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
Feb 8	Electronic Withdrawal REF=240380142128580N00	To DELTA 3941461312 PAYMENT 47727	4,325.40-
Feb 9	Electronic Withdrawal REF=240390140398550Y00	To CALPERS 19462074653100	291.95-
Feb 12	Electronic Funds Transfer	To Account	1,000.00-
Feb 14	Analysis Service Charge	1400000000	687.25-
Feb 14	EasyTax Payment REF=240450167899340Y00	From CALIFORNIA EDD (890005171 STTAXPYMNT93201853	10,249.88-
Feb 14	EasyTax Payment REF=240450167897390Y00	From FEDERAL 890005171 USTAXPYMNT952133135	35,713.02-
Feb 16	Electronic Withdrawal REF=240460188187020Y00	To CALPERS 19462074653100	12,096.22-
Feb 16	Electronic Withdrawal REF=240460188187000Y00	To CALPERS 19462074653100	12,383.53-
Feb 16	Electronic Withdrawal REF=240460188186980Y00	To CALPERS 19462074653100	16,166.88-
Feb 16	Electronic Withdrawal REF=240460188186960Y00	To CALPERS 19462074653100	16,938.70-
Feb 16	Electronic Settlement REF=240470018527670Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	213,100.55-
Feb 20	Electronic Withdrawal REF=240470130283330N00	To NATIONWIDE PAYMENTS DCD0010722219	1,590.00-
Feb 20	Electronic Settlement REF=240510039103760Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	1,776.56-
Feb 20	Electronic Withdrawal REF=240470083819580Y00	To Standard Ins SinglePay STASIC000288012	1,834.17-
Feb 20	Electronic Withdrawal REF=240470130283350N00	To NATIONWIDE PAYMENTS DCD0010722536	2,840.90-
Feb 20	Electronic Withdrawal REF=240470111768050N00	To MISSIONSQUARE INVESTMENT303293 240214	3,241.56-
Feb 21	Electronic Withdrawal REF=240510204296460N00	To CALPERS 19462074651900	1,555.76-
Feb 21	Electronic Withdrawal REF=240520067937770N00	To SO CAL EDISON CO BILL PAYMT700424280670	25,397.95-
Feb 21	Electronic Settlement REF=240520062467650Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	50,000.00-
Feb 26	Electronic Withdrawal REF=240540102951630N00	To WEX HEALTH INC NH Admin 0001889370-CR	50.00-
Feb 27	Electronic Funds Transfer	To Account	1,300,000.00-
Feb 29	EasyTax Payment REF=240600123412080Y00	From CALIFORNIA EDD (STTAXPYMNT93201853	10,487.63-
Feb 29	EasyTax Payment REF=240600123409860Y00	From FEDERAL USTAXPYMNT952133135	36,540.99-
Feb 29	FGS1133146 LAIF		500,000.00-
Total Other Withdrawals			\$ 2,702,626.08-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1149	Feb 14	8614008246	4,100.00	112039*	Feb 5	8013874404	399.37
11040*	Feb 1	8614304576	330.31	112046*	Feb 1	8914166569	1,175.00
11211*	Feb 20	8317527109	76.48	112048*	Feb 2	9211949224	1,048.46
112010*	Feb 23	9214321157	1,978.87	112052*	Feb 7	8614501488	60.00
112023*	Feb 23	9213466419	2,256.00	112055*	Feb 6	8316012169	2,587.50
112026*	Feb 16	9212349233	174.00	112057*	Feb 5	8015320810	3,501.88
112027	Feb 1	8914264394	1,677.50	112058	Feb 5	8017089406	252.95
112028	Feb 20	8316293732	9,300.00	112060*	Feb 15	8913020515	200.00
112037*	Feb 27	8315228599	100.00	112061	Feb 5	8016235383	2,083.33



CITY OF LOS ALAMITOS
GENERAL ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Feb 1, 2024
through

Feb 29, 2024

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MUNICIPAL INVESTOR CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number

Checks Presented Conventionally (continued)

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
112065*	Feb 21	8615713619	10,000.00	112153	Feb 12	8014658651	9,987.50
112068*	Feb 6	8314481844	108.53	112154	Feb 13	8314668366	295.00
112072*	Feb 1	8912586076	13.12	112155	Feb 9	9213979430	9,800.00
112080*	Feb 5	8015842434	40,444.51	112156	Feb 12	8014497019	13,504.62
112096*	Feb 14	8613419295	250.63	112157	Feb 20	8317504096	2,269.85
112097	Feb 12	8012091574	157.95	112158	Feb 12	8016321299	9,505.66
112098	Feb 15	8913649228	2,028.41	112160*	Feb 16	9214083347	13,617.71
112099	Feb 15	8913516639	1,159.21	112161	Feb 15	8913309854	120.00
112100	Feb 9	9214447546	490.00	112162	Feb 9	9213923088	375.00
112101	Feb 9	9212565297	2,135.06	112163	Feb 12	8013247510	106.00
112104*	Feb 13	8314515488	20,129.65	112164	Feb 14	8613418521	2,083.33
112105	Feb 23	9213818375	574.77	112165	Feb 15	8913738773	580.00
112106	Feb 9	9214404968	68.25	112166	Feb 12	8016034739	4,325.21
112107	Feb 9	9213990881	5,809.99	112167	Feb 9	9213988219	10,277.03
112108	Feb 13	8314655678	7,534.59	112168	Feb 12	8016137537	900.00
112109	Feb 23	9214184568	3,735.00	112169	Feb 13	8312667651	163.88
112110	Feb 12	8014538376	419.00	112170	Feb 12	8015495371	43.00
112111	Feb 13	8313647207	69.00	112171	Feb 15	8912634322	39.00
112112	Feb 15	8913790455	60,124.85	112172	Feb 14	8614125030	6,334.32
112113	Feb 13	8312666516	681.50	112173	Feb 12	8013225264	97.50
112114	Feb 14	8613595322	1,659.22	112174	Feb 13	8311506870	715.59
112115	Feb 12	8014840253	230.76	112175	Feb 13	8313130002	26.60
112116	Feb 13	8315402946	4,312.99	112176	Feb 12	8016155452	4,038.63
112118*	Feb 12	8016370807	2,267.42	112177	Feb 12	8012907829	64.37
112119	Feb 13	8315425357	50.00	112178	Feb 15	8911781290	196.66
112120	Feb 12	8015845713	19,900.00	112180*	Feb 12	8013187441	623.39
112122*	Feb 9	9213810149	630.00	112181	Feb 16	9212669813	5,239.05
112123	Feb 15	8913871353	23.31	112182	Feb 29	8914063378	8,000.00
112124	Feb 15	8913871360	6.09	112183	Feb 22	8912210055	187.55
112125	Feb 20	8314575842	8,725.91	112184	Feb 9	9214308183	38.00
112126	Feb 9	9214137531	2,306.72	112185	Feb 13	8313405424	10,065.15
112127	Feb 9	9213814721	11,585.37	112186	Feb 9	9212345051	2,340.12
112128	Feb 12	8015503892	277.45	112187	Feb 9	9212623851	25,661.00
112129	Feb 23	9214219291	900.00	112191*	Feb 15	8913170482	15,000.00
112130	Feb 21	8615471201	92.40	112192	Feb 28	8613887514	245.00
112131	Feb 14	8612012724	382.28	112193	Feb 28	8613685555	19,422.00
112132	Feb 12	8013174507	2,500.00	112194	Feb 27	8313966251	170.00
112133	Feb 12	8016327787	1,061.78	112195	Feb 26	8014510038	13,940.94
112134	Feb 9	9212345093	3,379.00	112197*	Feb 23	9214305872	58.20
112135	Feb 9	9214431866	1,910.00	112198	Feb 29	8913630851	6,695.00
112136	Feb 13	8314169942	32,387.50	112199	Feb 26	8016462420	3,215.89
112137	Feb 9	9214249934	2,078.04	112200	Feb 26	8013469710	294.00
112138	Feb 14	8614008245	7,859.50	112201	Feb 27	8313755751	591.00
112139	Feb 14	8613012622	1,936.00	112202	Feb 28	8613860398	5,032.57
112140	Feb 15	8912357171	936.69	112205*	Feb 26	8016444002	448.44
112141	Feb 9	9214276428	1,013.29	112208*	Feb 26	8015106362	230.76
112142	Feb 15	8911789659	1,048.46	112209	Feb 29	8913099440	705.00
112143	Feb 9	9213991503	3,555.00	112210	Feb 27	8313017972	1,590.00
112144	Feb 13	8312488513	120.50	112211	Feb 26	8016363973	1,273.33
112145	Feb 12	8015843000	204.75	112212	Feb 27	8315395078	721.18
112146	Feb 13	8315047648	235.93	112213	Feb 28	8612134986	399.37
112147	Feb 9	9214412016	48.51	112215*	Feb 26	8012826204	509.68
112148	Feb 13	8313755770	167.44	112216	Feb 27	8315006888	1,291.67
112149	Feb 12	8013240491	9.75	112217	Feb 27	8315285086	15,614.97
112150	Feb 12	8013555130	7,875.00	112219*	Feb 26	8014086247	309.18
112151	Feb 7	8614506872	750.00	112220	Feb 27	8315057161	4,008.00
112152	Feb 12	8016296563	154.38	112221	Feb 26	8016092514	2,800.00



CITY OF LOS ALAMITOS
GENERAL ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Feb 1, 2024

through

Feb 29, 2024

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MUNICIPAL INVESTOR CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number

Checks Presented Conventionally (continued)

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
112222	Feb 23	9214305142	211.00	112241	Feb 27	8313048853	27,514.17
112223	Feb 26	8012988910	249.99	112244*	Feb 28	8611025639	976.26
112224	Feb 28	8613986368	1,048.46	112245	Feb 27	8315260296	64.00
112227*	Feb 26	8015996943	869.00	112247*	Feb 27	8014739171	1,100.00
112228	Feb 29	8914076268	90.00	112248	Feb 27	8313784133	335.20
112229	Feb 26	8016462665	82.12	112249	Feb 29	8914063377	6,000.00
112231*	Feb 29	8912570773	119.60	112259*	Feb 26	8016053673	364.64
112232	Feb 26	8016342483	2,640.97	112261*	Feb 28	8614207859	22,192.00
112233	Feb 26	8016265471	12,730.00	112262	Feb 27	8315186604	165,751.50
112235*	Feb 28	8611027406	1,638.75	112265*	Feb 27	8315186605	2,922.00
112236	Feb 27	8315227259	1,215.00	112266	Feb 27	8314134563	2,936.26
112237	Feb 27	8313908064	4,980.00	112267	Feb 29	8913220018	46,247.26
112240*	Feb 27	8315237188	286.00				

* Gap in check sequence

Conventional Checks Paid (157)

\$ 848,568.19-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Feb 1	999,607.76	Feb 12	561,304.18	Feb 22	975,755.21
Feb 2	761,832.24	Feb 13	488,552.86	Feb 23	986,130.69
Feb 5	713,313.64	Feb 14	429,783.72	Feb 26	1,841,325.96
Feb 6	569,429.98	Feb 15	601,081.39	Feb 27	314,068.01
Feb 7	564,097.18	Feb 16	422,129.19	Feb 28	1,195,661.39
Feb 8	715,588.88	Feb 20	395,637.46	Feb 29	725,166.31
Feb 9	633,496.55	Feb 21	811,583.73		

Balances only appear for days reflecting change.



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

1986 TRN S Y ST01

Business Statement

Account Number:

Statement Period:

Feb 1, 2024

through

Feb 29, 2024

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CITY OF LOS ALAMITOS
CITATION ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

MUNICIPAL INVESTOR CHECKING

U.S. Bank National Association

Account Number

Member FDIC

Account Summary

	# Items				
Beginning Balance on Feb 1		\$	1,062.44	Interest Paid this Year	\$ 0.30
Customer Deposits	10		7,350.00	Number of Days in Statement Period	29
Other Deposits	1		0.19		
Other Withdrawals	3		7,040.00-		
Ending Balance on Feb 29, 2024		\$	1,372.63		

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Feb 1	8912880376	40.00		Feb 13	8314467550	80.00
	Feb 5	8014639385	40.00		Feb 16	9212723236	40.00
	Feb 7	8613188607	6,630.00		Feb 21	8614951028	40.00
	Feb 8	8913161506	40.00		Feb 23	9213226851	200.00
	Feb 9	9213106891	40.00		Feb 29	8912609797	200.00
			Total Customer Deposits	\$	7,350.00		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Feb 29	Interest Paid	2900000375	\$ 0.19
Total Other Deposits			\$ 0.19

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Feb 9	Deposited Item Returned	1000101770	\$ 40.00-
Feb 12	Electronic Funds Transfer To Account		6,000.00-
Feb 27	Electronic Funds Transfer To Account		1,000.00-
Total Other Withdrawals			\$ 7,040.00-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Feb 1	1,102.44	Feb 9	7,812.44	Feb 21	1,972.44
Feb 5	1,142.44	Feb 12	1,812.44	Feb 23	2,172.44
Feb 7	7,772.44	Feb 13	1,892.44	Feb 27	1,172.44
Feb 8	7,812.44	Feb 16	1,932.44	Feb 29	1,372.63

Balances only appear for days reflecting change.



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

1986 TRN S Y ST01

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CITY OF LOS ALAMITOS
WORKERS COMP - CSAC
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Feb 1, 2024

through

Feb 29, 2024

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To Contact U.S. Bank

Commercial Customer

Service: 877-295-2509

U.S. Bank accepts Relay Calls

Internet: usbank.com

MUNICIPAL INVESTOR CHECKING

U.S. Bank National Association

Account Number **Member FDIC**

Account Summary

	# Items				
Beginning Balance on Feb 1		\$	5,104.38	Interest Paid this Year	\$ 0.87
Other Deposits	2		1,000.42	Number of Days in Statement Period	29
Checks Paid	8		964.58-		
Ending Balance on Feb 29, 2024		\$	5,140.22		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Feb 12	Electronic Funds Transfer		\$ 1,000.00
Feb 29	Interest Paid	2900000376	0.42
Total Other Deposits			\$ 1,000.42

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
100402	Feb 6	8316039246	13.25	100406	Feb 21	8614573997	208.25
100403	Feb 6	8316010538	145.99	100407	Feb 21	8614573998	200.27
100404	Feb 14	8612193377	14.74	100408	Feb 22	8912194211	11.56
100405	Feb 22	8914336008	27.85	100409	Feb 21	8615864095	342.67
Conventional Checks Paid (8)							\$ 964.58-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Feb 6	4,945.14	Feb 14	5,930.40	Feb 22	5,139.80
Feb 12	5,945.14	Feb 21	5,179.21	Feb 29	5,140.22

Balances only appear for days reflecting change.



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

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CITY OF LOS ALAMITOS
WORKERS COMP - CIPA
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Feb 1, 2024
through
Feb 29, 2024



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To Contact U.S. Bank

Commercial Customer

Service: 877-295-2509

U.S. Bank accepts Relay Calls

Internet: usbank.com

MUNICIPAL INVESTOR CHECKING

U.S. Bank National Association

Account Number

Member FDIC

Account Summary

	# Items				
Beginning Balance on Feb 1		\$	5,712.20	Interest Paid this Year	\$ 0.86
Other Deposits	1		0.42	Number of Days in Statement Period	29
Checks Paid	8		632.27-		
Ending Balance on Feb 29, 2024		\$	5,080.35		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Feb 29	Interest Paid	2900000377	\$ 0.42
Total Other Deposits			\$ 0.42

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
5268	Feb 1	8911890923	14.17	5277	Feb 15	8913837004	357.00
5273*	Feb 5	8016925200	11.85	5279*	Feb 28	8612844617	8.52
5274	Feb 9	9213914636	185.93	5280	Feb 28	8612844618	12.08
5276*	Feb 9	9214307936	13.92	5281	Feb 23	9214229821	28.80

* Gap in check sequence

Conventional Checks Paid (8) \$ 632.27-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Feb 1	5,698.03	Feb 15	5,129.33	Feb 28	5,079.93
Feb 5	5,686.18	Feb 23	5,100.53	Feb 29	5,080.35
Feb 9	5,486.33				

Balances only appear for days reflecting change.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 02, 2024

[LAIF Home](#)
[PMIA Average Monthly](#)
[Yields](#)

CITY OF LOS ALAMITOS

CITY TREASURER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720

[Tran Type Definitions](#)

Account Number

March 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/20/2024	3/20/2024	RW	1749166	N/A	CRAIG KOEHLER	-1,000,000.00
3/27/2024	3/26/2024	RD	1749360	N/A	CRAIG KOEHLER	500,000.00

Account Summary

Total Deposit:	500,000.00	Beginning Balance:	4,489,513.83
Total Withdrawal:	-1,000,000.00	Ending Balance:	3,989,513.83



CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS, CA 90720

INVESTMENT ACCOUNT NUMBER:

YOUR SALES REPRESENTATIVE IS:
SAFEKEEPING OPERATIONS
(800) 236-4221

STATEMENT PERIOD 03/01/2024 - 03/31/2024



ACTIVITY - Settled/Cleared Cash Activity

Transaction Type	Amount
Purchases	0.00
Purchase Reversals	0.00
Sales	0.00
Sale Reversals	0.00
Withdrawals	0.00
Receipts	(248,946.74)
Deliveries	0.00
Principal Reversals	0.00
Interest	42,845.36
Interest Reversals	0.00
Interest Adjustments	0.00
Maturities	506,000.00
Calls	0.00
Puts	0.00
Paydowns	0.00
Paydown Adjustments	0.00
Payups	0.00
Payup Adjustments	0.00
Cash Dividends	0.00
Balance Changes	0.00
Stock Dividends	0.00
Closeouts	0.00
Closeout Dividends	0.00
Net Activity	299,898.62

Your Sales Representative is: SAFEKEEPING OPERATIONS
(800) 236-4221

Statement Contents

- *Summary
- *Activity - Settled/Cleared Cash Activity
- *Activity - Projected Activity for Next Statement Period
- *Holdings

HOLDINGS - Custody

Category	Par/Shares	Original Face	Principal Cost	Market Value
Domestic Time Deposits	4,687,000.00000	4,687,000.00000	4,687,000.00	4,569,244.95
Commercial Paper	500,000.00000	500,000.00000	487,206.25	494,248.40
Treasury Obligations	1,500,000.00000	1,500,000.00000	1,492,002.24	1,446,692.23
US Government Agency Securities	10,500,000.00000	10,500,000.00000	10,485,030.36	10,087,906.42
Corporate Securities	750,000.00000	750,000.00000	740,112.22	739,423.15



HOLDINGS - Custody

Category	Par/Shares	Original Face	Principal Cost	Market Value
Municipal Securities	3,150,000.00	3,150,000.00	2,855,951.15	2,887,515.45
Total Custody Holdings	21,087,000.000000	21,087,000.00	20,747,302.22	20,225,030.60



Acct Name: CITY OF LOS ALAMITOS

Acct Number: ~..

ACTIVITY - USD

Settled/Cleared Cash Activity

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For period 03/01/2024 - 03/31/2024

Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
03/04/2024 751011537	Interest	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	.800 06/04/2026		88241TLA6	157.63
03/07/2024 751020515	Maturity	U.S. TREASURY BILL 912797GQ4 3/7/24	DI 03/07/2024		912797GQ4	250,000.00
03/07/2024 819030375	Interest	WELLS FARGO BANK NATL ASSN CD 5.05%28	5.050 11/07/2028		949764HK3	995.06
03/08/2024 392225427	Interest	FEDERAL FARM CR BKS CONS BD 4.23%27	4.230 09/08/2027		3133ENL32	10,575.00
03/18/2024 392222413	Interest	FEDERAL HOME LOAN BANKS CONS BD 2%25	2.000 12/17/2025		3130AR4T5	5,000.00
03/21/2024 819029744	Maturity	U.S. TREASURY BILLS 912797LL9 03/21/24	DI 03/21/2024		912797LL9	256,000.00
03/25/2024 392222832	Interest	CAPITAL ONE BANK (USA) NA CD 2.25%27	2.250 03/23/2027		14042TEU7	2,771.14
03/27/2024 751015573	Interest	FEDERAL HOME LN MTG CORP CALL 4.25%092724	4.250 09/27/2024		3134GX2B9	5,312.50
03/27/2024 819031225	Receipt	TREASURY BILL 912797HG5 04/25/24	DI 04/25/2024	250,000.00000 99.578694	912797HG5	(248,946.74)
03/29/2024 751015598	Interest	FEDERAL HOME LOAN BANK 3130ATGG6 9/29/2025	4.500 09/29/2025		3130ATGG6	11,250.00
03/29/2024 819029768	Interest	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	5.100 09/29/2028		40135GAA6	1,004.91
03/29/2024 819029772	Interest	SYNCHRONY BANK CD FDIC GUARANTEED UP TO 250,000	4.750 09/29/2028		87164W2U1	5,779.12
Net Activity						299,898.62



Acct Name: CITY OF LOS ALAMITOS

Acct Number:

ACTIVITY - USD

Projected Activity for Next Statement Period

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Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
04/01/2024 392217170	Interest	U.S. Treasury Notes 912828ZF0 03/31/2025	.500 03/31/2025		912828ZF0	1,250.00
04/01/2024 392225823	Interest	CALIFORNIA ST GO UNLTD TXBL BID GROUP A	2.375 10/01/2026		13063DRD2	5,937.50
04/01/2024 751016256	Interest	CHARLES SCHWAB BANK SSB CD 5.05%25	5.050 03/28/2025		15987UBA5	6,118.94
04/01/2024 751017718	Interest	BALBOA THRIFT & LOAN CA CD 4.4%28	4.400 07/31/2028		05765LBV8	930.51
04/01/2024 799013930	Interest	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	.550 07/30/2025		58404DHQ7	112.25
04/01/2024 819027623	Interest	CALIFORNIA ST GO TXBL BDS	3.375 04/01/2025		13063DGB8	4,218.75
04/04/2024 751011537	Interest	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	.800 06/04/2026		88241TLA6	168.50
04/08/2024 819030375	Interest	WELLS FARGO BANK NATL ASSN CD 5.05%28	5.050 11/07/2028		949764HK3	1,063.68
04/12/2024 931000933	Maturity	PACIFIC LIFE SHORT TERM FDG 0% CP 12/04/2024	DI 04/12/2024		69448WDC5	250,000.00
04/22/2024 392223349	Interest	FEDERAL HOME LOAN BANKS CONS BD 3.25%27	3.250 04/21/2027		3130ARKD2	8,125.00
04/22/2024 819021236	Interest	FEDERAL FARM CR BKS CONS BD 1.14%26	1.140 10/20/2026		3133ENBK5	1,425.00
04/25/2024 819031225	Maturity	TREASURY BILL 912797HG5 04/25/24	DI 04/25/2024		912797HG5	250,000.00
04/29/2024 392220169	Interest	FEDERAL HOME LOAN BANK 10/28/26	1.050 10/28/2026		3130APFU4	1,312.50
04/29/2024 819021234	Interest	FEDERAL HOME LOAN BANK 04/29/24	.440 04/29/2024		3130AM5Q1	1,100.00



Acct Name: CITY OF LOS ALAMITOS

Acct Number:

ACTIVITY - USD

Projected Activity for Next Statement Period

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Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
04/29/2024 819021234	Maturity	FEDERAL HOME LOAN BANK 04/29/24	.440 04/29/2024		3130AM5Q1	500,000.00
04/29/2024 819027539	Interest	CIBC BANK USA CD 4.35%27	4.350 04/27/2027		12547CBB3	5,452.40
04/29/2024 819027563	Interest	FEDERAL HOME LN MTG CORP CALL 5.25%042828	5.250 04/28/2028		3134GYNY4	13,125.00
04/29/2024 819029768	Interest	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	5.100 09/29/2028		40135GAA6	1,074.21
04/30/2024 392220167	Interest	U.S. Treasury Notes	.250 10/31/2025		91282CAT8	312.50
04/30/2024 751017718	Interest	BALBOA THRIFT & LOAN CA CD 4.4%28	4.400 07/31/2028		05765LBV8	900.49
04/30/2024 799013930	Interest	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	.550 07/30/2025		58404DHQ7	116.00
Net Projected Activity						1,052,743.23



Acct Name: CITY OF LOS ALAMITOS

Acct Number:

HOLDINGS AS OF 03/31/2024 - USD

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CUSTODY
Maturity

	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
Domestic Time Deposits						
08/05/2024	02589ADK5 751014759	3.350 08/22	AMERICAN EXPRESS NA CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	243,276.89
08/12/2024	05580AP24 751014866	3.250 08/22	BMW BANK NORTH AMERICA UTAH CD 3.25%24	245,000.00 245,000.00	245,000.00	243,056.91
03/28/2025	15987UBA5 751016256	5.050 03/23	CHARLES SCHWAB BANK SSB CD 5.05%25	243,000.00 243,000.00	243,000.00	242,893.62
07/30/2025	58404DHQ7 799013930	.550 07/20	MEDALLION BANK UTAH CERTIFICATE OF DEPOSIT	249,000.00 249,000.00	249,000.00	234,683.72
06/04/2026	88241TLA6 751011537	.800 06/21	TEXAS EXCHANGE BANK SSB CERTIFICATE OF DEPOSIT	248,000.00 248,000.00	248,000.00	227,441.88
07/28/2026	795451AF0 751012315	1.000 07/21	SALLIE MAE BANK/SALT LAKE UT CERTIFICATE OF DEPOSIT	248,000.00 248,000.00	248,000.00	227,521.80
08/03/2026	14042RTH4 751014760	3.500 08/22	CAPITAL ONE NA CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	238,105.73
08/04/2026	02007GXC3 751014761	3.450 08/22	ALLY BANK CERTIFICATE OF DEPOSIT	245,000.00 245,000.00	245,000.00	237,831.89
08/10/2026	254673P34 392224461	3.500 08/22	DISCOVER BANK CD 3.5%26	245,000.00 245,000.00	245,000.00	238,096.62
01/07/2027	06251A3M0 819021446	1.500 01/22	BANK HAPOALIM B M NEW YORK CD 1.5%27	250,000.00 250,000.00	250,000.00	229,494.39
01/13/2027	856285C33 819021531	1.450 01/22	STATE BK INDIA NEW YORK NY CD 1.45%27	250,000.00 250,000.00	250,000.00	229,077.41



CUSTOMY Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
03/23/2027	14042TEU7 392222832	2.250 03/22	CAPITAL ONE BANK (USA) NA CD 2.25%27	247,000.00 247,000.00	247,000.00	230,642.58
04/27/2027	12547CBB3 819027539	4.350 04/23	CIBC BANK USA CD 4.35%27	250,000.00 250,000.00	250,000.00	248,078.83
05/03/2028	35633MDE9 819027575	4.900 05/23	FREEDOM BANK OF VIRGINIA CD CLL 4.9%28	244,000.00 244,000.00	244,000.00	244,059.14
05/16/2028	05600XQE3 819027619	4.500 05/23	BMO HARRIS BANK NA CHICAGO CD 4.5%28	244,000.00 244,000.00	244,000.00	245,443.43
07/31/2028	05765LBV8 751017718	4.400 07/23	BALBOA THRIFT & LOAN CA CD 4.4%28	249,000.00 249,000.00	249,000.00	249,716.46
09/29/2028	40135GAA6 819029768	5.100 09/23	GUARDIAN CR UN MONTGOMERY ALA FDIC GUARANTEED UP TO 250,000	248,000.00 248,000.00	248,000.00	255,978.49
09/29/2028	87164W2U1 819029772	4.750 09/23	SYNCHRONY BANK CD FDIC GUARANTEED UP TO 250,000	244,000.00 244,000.00	244,000.00	248,226.70
11/07/2028	949764HK3 819030375	5.050 11/23	WELLS FARGO BANK NATL ASSN CD 5.05%28	248,000.00 248,000.00	248,000.00	255,618.46
Domestic Time Deposits Total				4,687,000.00000 4,687,000.00000	4,687,000.00	4,569,244.95
Commercial Paper						
05/03/2024	63763PE39 819030376	DI 11/23	NATIONAL SECURITIES CLEARING CP	250,000.00 250,000.00	243,448.61	248,746.32
08/02/2024	06741FH26 751020516	DI 02/24	BARCLAYS BANK PLC COMMERCIAL PAPER	250,000.00 250,000.00	243,757.64	245,502.08
Commercial Paper Total				500,000.00000 500,000.00000	487,206.25	494,248.40
Treasury Obligations						



CUSTODY Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
04/25/2024	912797HG5 819031225	DI 03/24	TREASURY BILL 912797HG5 04/25/24	250,000.00 250,000.00	248,946.74	249,123.86
11/15/2024	91282CDH1 819021235	.750 12/21	U.S. Treasury Notes 91282CDH1 11/15/2024	500,000.00 500,000.00	498,564.00	486,430.67
03/31/2025	912828ZF0 392217170	.500 05/21	U.S. Treasury Notes 912828ZF0 03/31/2025	500,000.00 500,000.00	501,142.50	478,217.78
10/31/2025	91282CAT8 392220167	.250 11/21	U.S. Treasury Notes .250, 10/31/2025	250,000.00 250,000.00	243,349.00	232,919.92
Treasury Obligations Total				1,500,000.00000 1,500,000.00000	1,492,002.24	1,446,692.23
US Government Agency Securities						
04/29/2024	3130AM5Q1 819021234	.440 12/21	FEDERAL HOME LOAN BANK 04/29/24	500,000.00 500,000.00	496,366.00	497,906.79
07/29/2024	3134GWEA0 751005674	.450 07/20	FEDERAL HOME LOAN MTG CORP 07/29/2024	750,000.00 750,000.00	752,976.75	737,899.97
09/27/2024	3134GX2B9 751015573	4.250 09/22	FEDERAL HOME LN MTG CORP CALL 4.25%092724	250,000.00 250,000.00	249,375.00	248,859.21
11/25/2024	3130ARXL0 751013717	3.000 05/22	FEDERAL HOME LOAN BANK CONS BD 3%24	1,000,000.00 1,000,000.00	1,000,000.00	986,364.76
05/23/2025	3130ARYD7 751013728	3.250 05/22	FEDERAL HOME LOAN BANK CONS BD 3.25%25	1,000,000.00 1,000,000.00	1,000,000.00	982,083.68
09/29/2025	3130ATGG6 751015598	4.500 09/22	FEDERAL HOME LOAN BANK 3130ATGG6 9/29/2025	500,000.00 500,000.00	500,000.00	497,929.62
12/17/2025	3130AR4T5 392222413	2.000 03/22	FEDERAL HOME LOAN BANKS CONS BD 2%25	500,000.00 500,000.00	500,000.00	477,295.45



Acct Name: CITY OF LOS ALAMITOS HOLDINGS AS OF 03/31/2024 - USD Page 9

Acct Number:

CUSTOMY Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
02/24/2026	3130ALCV4 392220168	.750 11/21	FEDERAL HOME LOAN BANK 02/24/26	250,000.00 250,000.00	247,368.50	232,034.27
10/20/2026	3133ENBK5 819021236	1.140 12/21	FEDERAL FARM CR BKS CONS BD 1.14%26	250,000.00 250,000.00	248,987.50	228,226.74
10/28/2026	3130APFU4 392220169	1.050 11/21	FEDERAL HOME LOAN BANK 10/28/26	250,000.00 250,000.00	249,153.11	228,443.41
11/24/2026	3130APT28 392220694	Variable 11/21	FHLB STEP-UP 11/24/26	500,000.00 500,000.00	500,000.00	469,506.05
01/28/2027	3130AQJG9 819021649	1.650 01/22	FEDERAL HOME LOAN BANKS CONS BD 1.65%27	1,000,000.00 1,000,000.00	1,000,000.00	921,608.14
02/24/2027	3130AQWJ8 392222114	2.050 03/22	FEDERAL HOME LOAN BANKS CONS BD 2.05%27	1,000,000.00 1,000,000.00	1,001,990.00	932,357.71
02/25/2027	3130AQRH8 819021988	2.000 02/22	FEDERAL HOME LOAN BANKS CONS BD 2%27	1,000,000.00 1,000,000.00	1,000,000.00	929,142.54
04/21/2027	3130ARKD2 392223349	3.250 04/22	FEDERAL HOME LOAN BANKS CONS BD 3.25%27	500,000.00 500,000.00	500,000.00	481,196.71
09/08/2027	3133ENL32 392225427	4.230 11/22	FEDERAL FARM CR BKS CONS BD 4.23%27	500,000.00 500,000.00	488,813.50	488,464.56
04/28/2028	3134GYNY4 819027563	5.250 04/23	FEDERAL HOME LN MTG CORP CALL 5.25%042828	500,000.00 500,000.00	500,000.00	499,348.62
02/14/2029	3133EP2Y0 751020593	5.170 02/24	FEDERAL FARM CR BKS CONS BD 5.17%29	250,000.00 250,000.00	250,000.00	249,238.19
US Government Agency Securities Total				10,500,000.00000 10,500,000.00000	10,485,030.36	10,087,906.42

Corporate Securities

[illegible]

CUSTODY	Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
	04/12/2024	69448WDC5 931000933	DI 01/24	PACIFIC LIFE SHORT TERM FDG 0% CP 12/04/2024	250,000.00 250,000.00	246,709.72	249,445.25
	05/30/2024	71708EEW1 931000245	DI 11/23	PFIZER INC DI, 05/30/2024	250,000.00 250,000.00	243,402.50	247,664.00
	01/20/2028	61766YMT5 392225920	5.150 01/23	MORGAN STANLEY FIN LLC FR 5.15%012028	250,000.00 250,000.00	250,000.00	242,313.90
				Corporate Securities Total	750,000.00000 750,000.00000	740,112.22	739,423.15
				Municipal Securities			
	04/01/2025	13063DGB8 819027623	3.375 05/23	CALIFORNIA ST GO TXBL BDS 3.375, 04/01/2025	250,000.00 250,000.00	246,970.00	246,017.50
	08/01/2026	797272RN3 751016418	1.445 04/23	SAN DIEGO CA CMNTY CLG GO UNLT TAXABLE GO REF BDS 2021	270,000.00 270,000.00	248,486.40	251,046.00
	10/01/2026	13063DRD2 392225823	2.375 01/23	CALIFORNIA ST GO UNLTD TXBL BID GROUP A	500,000.00 500,000.00	465,095.00	474,035.00
	08/01/2027	530319SN3 392228331	1.267 05/23	LIBERTY CA UNION HIGH SCH DIST TAXABLE GO REF BDS	300,000.00 300,000.00	268,179.00	269,814.00
	08/01/2027	8913815A9 392228610	2.524 06/23	TORRANCE CA UNIF SCH DIST GO TXBL REF BDS	295,000.00 295,000.00	271,695.00	276,651.00
	08/01/2027	725894MX4 751016162	1.350 12/22	PLACENTIA-YORBA LINDA CA GO UNLTD USD TXBL REF SER B	250,000.00 250,000.00	219,412.50	225,837.50
	02/01/2028	13063DC48 392228408	1.700 06/23	CALIFORNIA ST GO TXBL VARIOUS PURP CONSTRUCTION BD GROUP 1	400,000.00 400,000.00	358,032.00	362,068.00
	06/01/2028	157432LP8 751020445	1.673 01/24	CHAFFEY CA CMNTY CLG DIST GO TXBL REF	255,000.00 255,000.00	229,160.85	228,564.15



Acct Name: CITY OF LOS ALAMITOS	HOLDINGS AS OF 03/31/2024 - USD	Page 11
Acct Number:		

CUSTODY Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
08/01/2028	17741RGF9 392230192	1.454 08/23	CITRUS CA CMNTY COLLEGE DIST GO TXBL REF SER A	280,000.00 280,000.00	241,046.40	247,550.80
08/01/2028	802498ZC2 931000922	1.197 01/24	SANTA MONICA-MALIBU UNI SCH GO REF BDS 2021 N/C	350,000.00 350,000.00	307,874.00	305,931.50
			Municipal Securities Total	3,150,000.00000 3,150,000.00000	2,855,951.15	2,887,515.45
			Total Custody Holdings	21,087,000.00000 21,087,000.00000	20,747,302.22	20,225,030.60



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Saint Paul, Minnesota 55101-0800

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CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

1

Statement Period:

Mar 1, 2024

through

Mar 31, 2024

Page 1 of 2



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

Effective May 13, 2024, please review updates made to the *Your Deposit Account Agreement* document which may affect your rights.

Beginning April 8, 2024, you can review the full revised document at usbank.com/YDAA-upcoming-version, by calling 24-Hour Banking at 800-USBANKS (872-2657) or by visiting your local U.S. Bank branch. We accept relay calls.

Here's what you should know:

- Under the **Overdraft Protection Plans** section, **Business Banking Overdraft Protection** sub-section, updated the language to state that when a checking account has a linked Business Reserve Line of Credit, the system will automatically draw from that account first, which may incur a fee. If a checking account has a deposit product and credit product linked as overdraft protection, the order of eligible accounts is updated to always draw from the deposit product first, which will not incur a fee, unless the checking account has a linked Business Reserve Line of Credit. If the deposit product has insufficient funds available to transfer, funds will draw from the credit product.
- Under the **Closing Your Account** section, added a paragraph for **How the account closure works** that says, for consumer checking, savings and money market accounts, when you request an account closure, your account will be placed in a 'pending closure' status for a period of 10 business days. During this 10 business day 'pending closure' period, we will allow pending deposits to be cleared and/or post to your account and we will allow pending debit card transactions that you authorized prior to initiating closure to be cleared and/or post to your account. Your debit card will be declined and transactions will no longer be approved when the account is in 'pending closure' status. Once your account is fully closed, transactions will not be allowed to post to the account except under limited circumstances. For example, transactions may be processed after closure if necessary for fraud investigations, transaction dispute claims, merchant credits, or deposit adjustments due to errors.

If you have questions or need to request a copy of the current *Your Deposit Account Agreement*, visit usbank.com/tmtermsandconditions or please call your customer service team at the phone number listed at the top of this statement.

MUNICIPAL INVESTOR

U.S. Bank National Association

Member FDIC

Account Number 1-575-0670-7031

Account Summary

	# Items				
Beginning Balance on Mar 1		\$	1,046,589.74	Annual Percentage Yield Earned	0.09229%
Other Deposits	14		1,578,897.91	Interest Earned this Period	\$ 52.55
Other Withdrawals	6		2,549,247.99-	Interest Paid this Year	\$ 137.04
Ending Balance on Mar 31, 2024		\$	76,239.66	Number of Days in Statement Period	31

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Mar 4	Electronic Deposit		\$ 157.63
	REF=240640193343950Y00	0112912506Fixed Inc	
	Sch Int Pymt- Rcpt	751011537 \	

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CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Mar 1, 2024

through

Mar 31, 2024

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MUNICIPAL INVESTOR

(CONTINUED)

U.S. Bank National Association

Account Number

Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Mar 7	Electronic Deposit REF=240670185954230Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819030375 \	995.06
Mar 7	Electronic Deposit REF=240670185954210Y00 Inv. Sec Mat- Rcpt	From Department 0112912506Fixed Inc 751020515 \	250,000.00
Mar 8	Electronic Deposit REF=240680188289620Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392225427 \	10,575.00
Mar 11	Electronic Funds Transfer	From Account 157515838587	800,000.00
Mar 18	Electronic Deposit REF=240780207370980Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392222413 \	5,000.00
Mar 21	Electronic Deposit REF=240810171801140Y00 Inv. Sec Mat- Rcpt	From Department 0112912506Fixed Inc 819029744 \	256,000.00
Mar 25	Electronic Deposit REF=240850234620070Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 392222832 \	2,771.14
Mar 26	Electronic Funds Transfer	From Account 157515838587	230,000.00
Mar 27	Electronic Deposit REF=240870224726910Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751015573 \	5,312.50
Mar 29	Interest Paid	2900004417	52.55
Mar 29	Electronic Deposit REF=240890177447000Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819029768 \	1,004.91
Mar 29	Electronic Deposit REF=240890177447020Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 819029772 \	5,779.12
Mar 29	Electronic Deposit REF=240890177446980Y00 Sch Int Pymt- Rcpt	From Department 0112912506Fixed Inc 751015598 \	11,250.00
Total Other Deposits			\$ 1,578,897.91

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar 6	Electronic Funds Transfer	To Account	\$ 700,000.00-
Mar 7	Electronic Withdrawal REF=240670185956710Y00 -Safekeeping Process Fee-	To Department 0112912506Fixed Inc Account #0386000	301.25-
Mar 13	Electronic Funds Transfer	To Account	400,000.00-
Mar 20	Electronic Funds Transfer	To Account	900,000.00-
Mar 27	Electronic Withdrawal REF=240870224720770Y00 Inv. Sec Pur- Rcpt	To Department 0112912506Fixed Inc 819031225 CUSIP 912797H	248,946.74-
Mar 27	Electronic Funds Transfer	To Account	300,000.00-
Total Other Withdrawals			\$ 2,549,247.99-



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CITY OF LOS ALAMITOS
GENERAL ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Mar 1, 2024

through

Mar 31, 2024

Page 1 of 8



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

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usbank.com

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- Under the **Closing Your Account** section, added a paragraph for **How the account closure works** that says, for consumer checking, savings and money market accounts, when you request an account closure, your account will be placed in a 'pending closure' status for a period of 10 business days. During this 10 business day 'pending closure' period, we will allow pending deposits to be cleared and/or post to your account and we will allow pending debit card transactions that you authorized prior to initiating closure to be cleared and/or post to your account. Your debit card will be declined and transactions will no longer be approved when the account is in 'pending closure' status. Once your account is fully closed, transactions will not be allowed to post to the account except under limited circumstances. For example, transactions may be processed after closure if necessary for fraud investigations, transaction dispute claims, merchant credits, or deposit adjustments due to errors.

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MUNICIPAL INVESTOR CHECKING

U.S. Bank National Association

Member FDIC
Account Number

Account Summary

	# Items				
Beginning Balance on Mar 1		\$	725,166.31	Interest Paid this Year	\$ 203.14
Customer Deposits	4		385,147.07	Number of Days in Statement Period	31
Other Deposits	86		4,596,805.77		
Other Withdrawals	52		2,613,493.19-		
Checks Paid	176		2,653,768.73-		
Ending Balance on Mar 31, 2024		\$	439,857.23		

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Mar 7	8912907654	64,804.33		Mar 21	8913257144	110,336.27
	Mar 14	8913109494	8,118.43		Mar 28	8913170653	201,888.04

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CITY OF LOS ALAMITOS
GENERAL ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

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Statement Period:

Mar 1, 2024

through

Mar 31, 2024

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MUNICIPAL INVESTOR CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number

Customer Deposits (continued)

			Total Customer Deposits	\$	385,147.07
Other Deposits					
Date	Description of Transaction	Ref Number			Amount
Mar 1	Electronic Deposit REF=240600047522600Y00	From SOUTHERN CALIFOR 2951240705Single		\$	9.47
Mar 1	Electronic Deposit REF=240600147865640N00	From BANKCRD CR CD DEP 1			504.00
Mar 1	Electronic Deposit REF=240600147865650N00	From BANKCRD 465382828 CR CD DEP 1			2,044.00
Mar 1	Electronic Deposit REF=240600147865630N00	From BANKCRD 465382828 CR CD DEP 1			2,979.50
Mar 1	Electronic Deposit REF=240600047524360Y00	From SOUTHERN CALIFOR 2951240705Single			22,650.23
Mar 4	Electronic Deposit REF=240610197674980N00	From BANKCRD 465382828 CR CD DEP 3			2,840.09
Mar 4	Electronic Deposit REF=240610197674990N00	From BANKCRD 465382828 CR CD DEP			8,111.00
Mar 5	Electronic Deposit REF=240640183920250N00	From BANKCRD 465382828 CR CD DEP			301.00
Mar 5	Electronic Deposit REF=240640183920600N00	From BANKCRD 465382828 CR CD DEP			503.00
Mar 5	Electronic Deposit REF=240640183920590N00	From BANKCRD 465382828 CR CD DEP 1			660.00
Mar 5	Electronic Deposit REF=240640183920580N00	From BANKCRD 465382828 CR CD DEP			1,192.00
Mar 5	Electronic Deposit REF=240610107452550Y00	From APPORT ST OF CA 9001113698APSAPPORTS716			25,052.30
Mar 6	Electronic Deposit REF=240650125869680N00	From BANKCRD 465382828 CR CD DEP			60.00
Mar 6	Electronic Deposit REF=240650125869830N00	From BANKCRD 465382828 CR CD DEP			546.70
Mar 6	Electronic Deposit REF=240650125869840N00	From BANKCRD 465382828 CR CD DEP			734.15
Mar 6	Electronic Deposit REF=240650125869850N00	From BANKCRD 465382828 CR CD DEP 1			1,621.00
Mar 6	Electronic Funds Transfer	From Account			700,000.00
Mar 7	Electronic Deposit REF=240660167883470N00	From BANKCRD 465382828 CR CD DEP 1			20.00
Mar 7	Electronic Deposit REF=240660167883690N00	From BANKCRD 465382828 CR CD DEP 1			1,762.00
Mar 7	Electronic Deposit REF=240660167883700N00	From BANKCRD 465382828 CR CD DEP 1			3,461.79
Mar 7	Electronic Deposit REF=240660167883710N00	From BANKCRD 465382828 CR CD DEP			4,809.00
Mar 7	Electronic Deposit REF=240660126848790N00	From County of Orange B956000928EDI PYMNT 202403050012470			236,322.70
Mar 8	Electronic Deposit REF=240670180620800N00	From BANKCRD 465382828 CR CD DEP			20.00
Mar 8	Electronic Deposit REF=240670180621000N00	From BANKCRD 465382828 CR CD DEP 1			604.72
Mar 8	Electronic Deposit REF=240670180621010N00	From BANKCRD 465382828 CR CD DEP			2,401.00
Mar 11	Electronic Deposit REF=240680179587470N00	From BANKCRD 465382828 CR CD DEP			1,099.85
Mar 11	Electronic Deposit REF=240680179587480N00	From BANKCRD 465382828 CR CD DEP			1,728.00
Mar 11	Electronic Funds Transfer	From Account			5,000.00



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Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Mar 12	Electronic Deposit REF=240710239452270N00	From BANKCRD 465382828 CR CD DEP	424.00
Mar 12	Electronic Deposit REF=240710239452280N00	From BANKCRD 465382828 CR CD DEP	491.00
Mar 12	Check 112321	Refer to Maker SPT Return Location/Ser#0000112321	739.73
Mar 12	Electronic Deposit REF=240710239452260N00	From BANKCRD 465382828 CR CD DEP	777.97
Mar 12	Electronic Deposit REF=240710239452290N00	From BANKCRD 465382828 CR CD DEP	1,136.00
Mar 13	Electronic Deposit REF=240720149807010N00	From BANKCRD 465382828 CR CD DEP	20.00
Mar 13	Electronic Deposit REF=240720149807210N00	From BANKCRD 465382828 CR CD DEP	152.00
Mar 13	Electronic Deposit REF=240720149807220N00	From BANKCRD 465382828 CR CD DEP	2,261.00
Mar 13	Electronic Funds Transfer	From Account	400,000.00
Mar 14	Electronic Deposit REF=240730191530240N00	From BANKCRD 465382828 CR CD DEP	15.00
Mar 14	Electronic Deposit REF=240730191530440N00	From BANKCRD 465382828 CR CD DEP	817.78
Mar 14	Electronic Deposit REF=240730191530420N00	From BANKCRD 465382828 CR CD DEP	1,547.45
Mar 14	Electronic Deposit REF=240730191530430N00	From BANKCRD 465382828 CR CD DEP	2,530.50
Mar 14	Electronic Deposit REF=240730146645470N00	From County of Orange PYMNT 202403120012670	4,315.85
Mar 14	Electronic Deposit REF=240730131962880N00	From CE SOLUTIONS D OPERATING FGWAP0000685405	9,793.86
Mar 15	Electronic Deposit REF=240740211089620N00	From BANKCRD 465382828 CR CD DEP	40.00
Mar 15	Electronic Deposit REF=240740211089770N00	From BANKCRD 465382828 CR CD DEP	685.00
Mar 15	Electronic Deposit REF=240740211089760N00	From BANKCRD 465382828 CR CD DEP	3,673.48
Mar 15	Electronic Deposit REF=240730146248480N00	From SOUTHERN CALIFOR 4006908818EDI PAYMTS2403100001	97,859.67
Mar 18	Electronic Deposit REF=240750118404150N00	From BANKCRD 465382828 CR CD DEP	724.39
Mar 18	Electronic Deposit REF=240750118404170N00	From BANKCRD 465382828 CR CD DEP	1,835.75
Mar 18	Electronic Deposit REF=240750118404160N00	From BANKCRD 465382828 CR CD DEP	3,271.12
Mar 19	Electronic Deposit REF=240780199857000N00	From BANKCRD 465382828 CR CD DEP	576.00
Mar 19	Electronic Deposit REF=240780199856990N00	From BANKCRD 465382828 CR CD DEP	1,040.00
Mar 19	Electronic Deposit REF=240780199857010N00	From BANKCRD 465382828 CR CD DEP	1,443.00
Mar 20	Electronic Deposit REF=240790114230040N00	From BANKCRD 465382828 CR CD DEP	138.00
Mar 20	Electronic Deposit REF=240790114230060N00	From BANKCRD 465382828 CR CD DEP	1,203.00
Mar 20	Electronic Deposit REF=240790114230050N00	From BANKCRD 465382828 CR CD DEP	1,616.46
Mar 20	Electronic Funds Transfer	From Account	900,000.00



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Date	Description of Transaction	Ref Number	Amount
Mar 20	Wire Credit INTERNAL ORG=CALIFORNIA STATE	US BANK 240320B01M81 TREASURER DEMAND PO BOX 94	1,000,000.00
Mar 21	Electronic Deposit REF=240800157451760N00	From BANKCRD 465382828 CR CD DEP	1.00
Mar 21	Electronic Deposit REF=240800157451950N00	From BANKCRD 465382828 CR CD DEP	808.00
Mar 21	Electronic Deposit REF=240800157451940N00	From BANKCRD 465382828 CR CD DEP	982.00
Mar 22	Electronic Deposit REF=240810172161780N00	From BANKCRD 465382828 CR CD DEP	2,055.50
Mar 22	Electronic Deposit REF=240810172017460N00	From HDL Client Trust February 10541251	22,385.97
Mar 22	Electronic Deposit REF=240800070453620Y00	From APPORT ST OF CA PSAPPORTS716	24,923.81
Mar 25	Electronic Deposit REF=240820172472720N00	From BANKCRD 465382828 CR CD DEF	101.00
Mar 25	Electronic Deposit REF=240820172472710N00	From BANKCRD 465382828 CR CD DEP	661.41
Mar 25	Electronic Deposit REF=240820172472730N00	From BANKCRD 465382828 CR CD DEP	3,164.00
Mar 25	Electronic Deposit REF=240810092530840Y00	From CA DEPT TAX&FEE CDTFA-LTAX30032	236,625.90
Mar 25	Electronic Deposit REF=240810092530830Y00	From CA DEPT TAX&FEE CDTFA-LTAX869	495,806.77
Mar 26	Electronic Deposit REF=240850228445960N00	From BANKCRD 465382828 CR CD DEP	258.00
Mar 26	Electronic Deposit REF=240850228445970N00	From BANKCRD 465382828 CR CD DEP	440.00
Mar 26	Electronic Deposit REF=240850228445950N00	From BANKCRD 465382828 CR CD DEP	1,003.00
Mar 26	Check 112371	Refer to Maker SPT Return Location/Ser#0000112371	0326020035 1,713.04
Mar 27	Electronic Deposit REF=240860177569740N00	From BANKCRD 465382828 CR CD DEP	48.00
Mar 27	Electronic Deposit REF=240860177569750N00	From BANKCRD 465382828 CR CD DEP	1,147.25
Mar 27	Check 112383	Refer to Maker SPT Return Location/Ser#0000112383	0327020015 2,249.97
Mar 27	Check 112393	Refer to Maker SPT Return Location/Ser#0000112393	0327020016 27,705.21
Mar 27	Electronic Funds Transfer	From Account	300,000.00
Mar 28	Electronic Deposit REF=240870216603760N00	From BANKCRD 465382828 CR CD DEP	429.00
Mar 28	Electronic Deposit REF=240870216603920N00	From BANKCRD 465382828 CR CD DEP	934.00
Mar 28	Electronic Deposit REF=240870216603910N00	From BANKCRD 465382828 CR CD DEF	1,125.70
Mar 28	Electronic Deposit REF=240870216603900N00	From BANKCRD 465382828 CR CD DEP	2,376.00
Mar 29	Interest Paid		2900000399 57.31
Mar 29	Electronic Deposit REF=240880154721500N00	From BANKCRD 465382828 CR CD DEF	777.97
Mar 29	Electronic Deposit REF=240880154721520N00	From BANKCRD 465382828 CR CD DEP	1,092.00



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Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Mar 29	Electronic Deposit REF=240880154721510N00	From BANKCRD 465382828 CR CD DEP 316041165357476	1,768.45
Total Other Deposits			\$ 4,596,805.77

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar 1	Electronic Withdrawal REF=240600109524240N00	To CALPERS 19462074651900	\$ 1,555.76-
Mar 1	Electronic Settlement REF=240610067019460Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	23,227.44-
Mar 1	Electronic Settlement REF=240610067011360Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	227,043.20-
Mar 4	Electronic Withdrawal REF=240610104995040N00	To BANKCRD 465382828 CCDISCOUNT	122.86-
Mar 4	Electronic Withdrawal REF=240610104995500N00	To BANKCRD 465382828 CCDISCOUN1	904.75-
Mar 4	Electronic Withdrawal REF=240610104995510N00	To BANKCRD 465382828 CCDISCOUNT	968.52-
Mar 4	Electronic Withdrawal REF=240610164496060N00	To NATIONWIDE PAYMENTS DCD0010786407	1,590.00-
Mar 4	Electronic Withdrawal REF=240610164496040N00	To NATIONWIDE PAYMENTS DCD0010786401	2,710.46-
Mar 4	Electronic Withdrawal REF=240610183222640N00	To MISSIONSQUARE INVESTMENT303293 240228	3,239.75-
Mar 5	Electronic Withdrawal REF=240640162268610Y00	To CALPERS 19462074653100	12,084.64-
Mar 5	Electronic Withdrawal REF=240640162268590Y00	To CALPERS 19462074653100	12,383.52-
Mar 5	Electronic Withdrawal REF=240640162268570Y00	To CALPERS 19462074653100	16,269.77-
Mar 5	Electronic Withdrawal REF=240640162268550Y00	To CALPERS 19462074653100	16,938.70-
Mar 5	Electronic Withdrawal REF=240640162274310Y00	To CALPERS 19462074651800	81,324.22-
Mar 6	Electronic Withdrawal REF=240650115628410N00	To SO CAL EDISON CO BILL PAYMT700265156214	16.67-
Mar 6	Electronic Withdrawal REF=240650099697000Y00	To SO CAL GAS PAID SCGC 1884106000	32.01-
Mar 6	Electronic Withdrawal REF=240650115629980N00	To SO CAL EDISON CO BILL PAYMT700382322918	32.37-
Mar 6	Electronic Withdrawal REF=240650099696990Y00	To SO CAL GAS PAID SCGC 0960105200	57.24-
Mar 6	Electronic Withdrawal REF=240650115632940N00	To SO CAL EDISON CO BILL PAYMT700585429194	67.38-
Mar 6	Electronic Withdrawal REF=240650115630110N00	To SO CAL EDISON CO BILL PAYMT700388851422	88.48-
Mar 6	Electronic Withdrawal REF=240650115630440N00	To SO CAL EDISON CO BILL PAYMT700417313646	149.87-
Mar 6	Electronic Withdrawal REF=240650099696980Y00	To SO CAL GAS PAID SCGC 0414104900	255.58-
Mar 6	Electronic Withdrawal REF=240650115632220N00	To SO CAL EDISON CO BILL PAYMT700531008760	296.34-
Mar 6	Electronic Withdrawal REF=240660102735540Y00	To VISION SFRVICE P 1EDI/ACH 1404136913	1,066.34-
Mar 7	Electronic Withdrawal REF=240670160434610Y00	To DDIC - DHMO PAYMENT 50201	492.35-



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Date	Description of Transaction	Ref Number	Amount
Mar 7	Electronic Withdrawal REF=240660157256630N00	To DELTA-3941461312 PAYMENT 50199	4,325.40-
Mar 8	Electronic Withdrawal REF=240670153735850Y00	To Standard Ins premium STASIC000292521	351.85-
Mar 8	Electronic Withdrawal REF=240670139540750N00	To AFI AC COLUMBUS ACHPMT 73897002	690.88-
Mar 11	Electronic Funds Transfer	To Account	1,000.00-
Mar 11	Electronic Funds Transfer	To Account	800,000.00-
Mar 12	AE STL REF#0015563280001 Listed As \$4,330.00	Amount Error On 03/11/2024 Should be \$4,336.60	6.60-
Mar 14	Analysis Service Charge	1400000000	739.51-
Mar 14	EasyTax Payment REF=240740191892180Y00	From CALIFORNIA EDD (STTAXPYMNT93201853	10,132.29-
Mar 14	EasyTax Payment REF=240740191890920Y00	From FEDERAL USTAXPYMNT952133135	34,111.58-
Mar 15	Electronic Settlement REF=240750020441340Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	214,683.57-
Mar 18	Electronic Withdrawal REF=240750115866580N00	To CALPERS 19462074651900	1,380.76-
Mar 18	Electronic Withdrawal REF=240750134185070N00	To NATIONWIDE PAYMENTS DCD0010848880	1,590.00-
Mar 18	Electronic Withdrawal REF=240750115861470N00	To MISSIONSQUARE NVESTMENT303293 240314	3,239.41-
Mar 19	Electronic Funds Transfer	To Account	1,000.00-
Mar 19	Electronic Settlement REF=240790010807000Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	1,836.56-
Mar 20	Electronic Withdrawal REF=240790105441300N00	To NATIONWIDE PAYMENTS DCD0010861523	2,652.26-
Mar 20	Electronic Withdrawal REF=240790101037310Y00	To CALPERS 19462074653100	12,209.76-
Mar 20	Electronic Withdrawal REF=240790101037290Y00	To CALPERS 19462074653100	13,180.93-
Mar 20	Electronic Withdrawal REF=240790101037270Y00	To CALPERS 19462074653100	16,196.13-
Mar 20	Electronic Withdrawal REF=240790101037250Y00	To CALPERS 19462074653100	16,938.70-
Mar 20	Electronic Settlement REF=240800070830520Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	50,000.00-
Mar 25	Electronic Withdrawal REF=240820169796900N00	To WEX HEALTH INC WH Admin 0001902716-CR	50.00-
Mar 26	Electronic Funds Transfer	To Account	230,000.00-
Mar 27	FGS1186010 LAIF		500,000.00-
Mar 29	EasyTax Payment REF=240890137440530Y00	From CALIFORNIA EDD (STTAXPYMNT93201853	12,616.44-
Mar 29	EasyTax Payment REF=240890137438560Y00	From FEDERAL USTAXPYMNT952133135	40,855.94-
Mar 29	Electronic Settlement REF=240890061055590Y00	From CITY OF LOS ALAM SETTLEMENTSINGLE PT	240,786.40-

Total Other Withdrawals \$ 2,613,493.19-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
11230	Mar 11	8012957593	77.90	112196*	Mar 18	8015583410	2,256.00
12239*	Mar 18	8013623354	154.97	112204*	Mar 18	8014843282	300.00
55091*	Mar 18	8012684234	1,009.96	112206*	Mar 4	8012564363	53.30
111106*	Mar 29	9214114918	105.00	112207	Mar 6	8614189107	3,000.00
112179*	Mar 15	9213399813	22.50	112214*	Mar 1	9213385008	500.00



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112218*	Mar 7	8914249057	6,912.00	112320	Mar 13	8614134305	2,905.00
112225*	Mar 4	8014952162	14,625.80	112321	Mar 11	8014954169	739.73
112226	Mar 29	9214195119	1,340.00	112321*	Mar 27	8612816150	739.73
112230*	Mar 14	8912563413	1,250.00	112322	Mar 13	8611096827	482.23
112234*	Mar 18	8013271866	385.00	112323	Mar 12	8313739268	1,103.32
112238*	Mar 1	9214608595	10,887.54	112324	Mar 11	8016572558	475.00
112243*	Mar 1	9213509081	6,430.15	112325	Mar 26	8314260772	106,206.98
112250*	Mar 4	8016208993	28,616.39	112326	Mar 14	8913458602	295.00
112260*	Mar 1	9210593227	2,476.88	112327	Mar 11	8016709314	4,330.00
112270*	Mar 15	9214190774	80,377.32	112328	Mar 20	8614160459	543.60
112271	Mar 15	9211944011	358.34	112329	Mar 21	8913486267	1,000.00
112272	Mar 11	8016755544	550.00	112330	Mar 13	8614301985	234.00
112273	Mar 18	8016082791	1,159.21	112331	Mar 12	8315517584	1,160.00
112274	Mar 28	8912228126	7,575.00	112332	Mar 14	8912451572	1,182.21
112275	Mar 11	8016769505	490.00	112333	Mar 11	8016501967	16,275.00
112276	Mar 11	8013252635	174.60	112334	Mar 12	8315193816	20,443.95
112277	Mar 12	8312689010	22,612.50	112335	Mar 11	8015632755	43.00
112278	Mar 13	8610763551	59,534.38	112336	Mar 15	9214154984	1,250.00
112279	Mar 11	8016203143	5,809.99	112337	Mar 13	8612154116	706.62
112280	Mar 11	8014932427	448.47	112338	Mar 13	8612111631	300.00
112281	Mar 13	8614227875	111.41	112339	Mar 14	8913898595	17,060.00
112282	Mar 15	9212255555	47,928.08	112340	Mar 14	8913860826	9,463.99
112283	Mar 22	9213946798	44,917.00	112341	Mar 13	8612085603	9,555.66
112284	Mar 25	8016154436	579.19	112342	Mar 13	8612380698	1,348.51
112285	Mar 11	8014802623	230.76	112343	Mar 8	9212649580	845.00
112286	Mar 27	8614120928	1,647.00	112344	Mar 13	8611098702	1,858.68
112287	Mar 22	9214145451	5,125.33	112345	Mar 13	8612134790	85.64
112288	Mar 19	8315469372	250.00	112346	Mar 14	8911814173	473.06
112289	Mar 13	8614226662	2,439.39	112347	Mar 12	8315451805	160.00
112290	Mar 11	8016757459	2,695.50	112348	Mar 11	8013214978	348.19
112291	Mar 11	8016197996	857.21	112349	Mar 12	8313297790	100.00
112292	Mar 12	8315607801	686.67	112350	Mar 15	9213419645	1,441.00
112293	Mar 11	8016710416	6,152.00	112351	Mar 11	8014857270	11,000.00
112294	Mar 15	9212495992	2,760.00	112352	Mar 15	9211304311	250.00
112295	Mar 13	8612916700	630.00	112353	Mar 14	8911864121	1,060.55
112296	Mar 20	8612252829	8,815.23	112354	Mar 11	8016574850	43.25
112297	Mar 11	8016270057	1,374.00	112355	Mar 11	8014792856	582.98
112298	Mar 12	8315589065	250.00	112356	Mar 18	8012128066	848.47
112299	Mar 15	9213714489	5,700.00	112357	Mar 15	9210583537	284.25
112300	Mar 11	8013143970	29.47	112358	Mar 15	9210584777	2,877.09
112301	Mar 26	8314521874	16,750.00	112359	Mar 11	8016522885	369.00
112303*	Mar 14	8911773312	1,148.22	112360	Mar 11	8012924227	55,791.25
112305*	Mar 11	8016564666	978.21	112361	Mar 7	8914179690	789.55
112306	Mar 14	8910829663	130.27	112362	Mar 11	8016142126	300.00
112307	Mar 19	8313929453	3,575.00	112363	Mar 11	8015167113	27,081.08
112308	Mar 11	8016764614	3,666.42	112364	Mar 11	8016753650	10,140.94
112309	Mar 11	8016530654	13,522.50	112365	Mar 26	8313682556	14,900.00
112310	Mar 11	8016310654	1,000.00	112366	Mar 25	8014366110	1,065.00
112311	Mar 8	9213493485	5,476.00	112367	Mar 28	8913224718	328.64
112312	Mar 12	8312834814	435.00	112368	Mar 25	8016137807	411.94
112313	Mar 12	8315428626	672.09	112369	Mar 25	8015429308	190.00
112314	Mar 29	9214276597	143.54	112370	Mar 25	8013410184	802.75
112315	Mar 19	8313126439	27.32	112371	Mar 27	8611618739	139.36
112316	Mar 15	9214089371	1,110.00	112371*	Mar 25	8013018582	1,713.04
112317	Mar 14	8911457078	2,102.00	112372	Mar 25	8014369019	10,876.72
112318	Mar 12	8315215635	3,939.87	112373	Mar 25	8016158063	929.65
112319	Mar 14	8912410726	54.83	112374	Mar 25	8013015411	58.20



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112375	Mar 26	8314629304	15,451.84	112409	Mar 22	9212452443	211.00
112376	Mar 28	8913542392	105.55	112410	Mar 25	8013313283	249.99
112377	Mar 25	8013065299	39.00	112411	Mar 28	8911761126	1,048.46
112378	Mar 25	8015758476	5,809.99	112412	Mar 29	9214242420	663.00
112379	Mar 25	8016217623	11,002.35	112415*	Mar 25	8016224730	18.35
112380	Mar 26	8314973124	242.55	112416	Mar 29	9214126599	1,002.08
112381	Mar 26	8315002346	147.00	112418*	Mar 26	8311318094	944.58
112383*	Mar 26	8314757654	2,249.97	112419	Mar 26	8315106095	75.00
112384	Mar 25	8015941669	116,204.78	112420	Mar 25	8015925808	12,160.00
112385	Mar 26	8314720837	3,000.00	112421	Mar 22	9212449504	644.17
112386	Mar 25	8014897477	230.76	112422	Mar 25	8016225155	1,277.64
112387	Mar 25	8016068373	431.00	112425*	Mar 28	8913694853	10,887.54
112389*	Mar 25	8016157731	1,228.50	112426	Mar 25	8015240294	1,251.25
112391*	Mar 27	8612580659	1,713.04	112428*	Mar 26	8313710189	500.00
112392	Mar 25	8012907486	47.72	112429	Mar 26	8314391741	389.50
112393	Mar 26	8315057116	27,705.21	112430	Mar 25	8015749588	107.25
112397*	Mar 25	8012691053	509.20	112432*	Mar 26	8314988083	322.00
112398	Mar 25	8016037828	1,291.67	112433	Mar 25	8015733269	1,100.00
112400*	Mar 25	8016185048	9,797.41	112434	Mar 27	8612609768	358.79
112401	Mar 26	8315006038	1,619.28	112435	Mar 29	9214245943	6,000.00
112402	Mar 27	8612756007	3,802.62	112436	Mar 28	8913136680	49,275.03
112404*	Mar 25	8015671682	2,400.00	112450*	Mar 25	8012682640	26,062.50
112405	Mar 22	9213944286	1,450,000.00	112451	Mar 25	8012682641	496.50
112406	Mar 27	8614119659	1,181.95	112452	Mar 21	8913845571	1,561.77
112407	Mar 25	8016069137	5,014.24	112453	Mar 25	8015346448	32,440.98
112408	Mar 28	8913895809	50,000.00	112454	Mar 28	8913746751	104.20

* Gap in check sequence

Conventional Checks Paid (176) \$ 2,653,768.73-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Mar 1	481,232.54	Mar 12	313,531.43	Mar 21	2,208,788.22
Mar 4	439,351.80	Mar 13	635,772.91	Mar 22	757,256.00
Mar 5	328,059.25	Mar 14	583,708.27	Mar 25	1,247,767.51
Mar 6	1,025,958.82	Mar 15	326,924.27	Mar 26	830,677.64
Mar 7	1,324,619.34	Mar 18	320,431.75	Mar 27	652,245.58
Mar 8	1,320,281.33	Mar 19	316,801.87	Mar 28	739,673.90
Mar 11	361,532.73	Mar 20	2,099,222.72	Mar 29	439,857.23

Balances only appear for days reflecting change.



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

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CITY OF LOS ALAMITOS
CITATION ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Mar 1, 2024

through

Mar 31, 2024



Page 1 of 2



To Contact U.S. Bank

Commercial Customer

Service:

877-295-2509

U.S. Bank accepts Relay Calls

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

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- Under the **Closing Your Account** section, added a paragraph for **How the account closure works** that says, for consumer checking, savings and money market accounts, when you request an account closure, your account will be placed in a 'pending closure' status for a period of 10 business days. During this 10 business day 'pending closure' period, we will allow pending deposits to be cleared and/or post to your account and we will allow pending debit card transactions that you authorized prior to initiating closure to be cleared and/or post to your account. Your debit card will be declined and transactions will no longer be approved when the account is in 'pending closure' status. Once your account is fully closed, transactions will not be allowed to post to the account except under limited circumstances. For example, transactions may be processed after closure if necessary for fraud investigations, transaction dispute claims, merchant credits, or deposit adjustments due to errors.

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MUNICIPAL INVESTOR CHECKING

U.S. Bank National Association

Member FDIC

Account Number 1

Account Summary

	# Items				
Beginning Balance on Mar 1		\$	1,372.63	Interest Paid this Year	\$ 0.46
Customer Deposits	13		5,710.00	Number of Days in Statement Period	31
Other Deposits	2		120.16		
Other Withdrawals	1		5,000.00-		
Ending Balance on Mar 31, 2024		\$	2,202.79		

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Mar 4	8016330088	120.00		Mar 7	8913028882	40.00
	Mar 5	8314717468	40.00		Mar 7	8913028921	4,710.00
	Mar 6	8613451344	80.00		Mar 8	9213372150	160.00

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CITY OF LOS ALAMITOS
CITATION ACCOUNT
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Mar 1, 2024

through

Mar 31, 2024

Page 2 of 2

MUNICIPAL INVESTOR CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number

Customer Deposits (continued)

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Mar 11	8014934840	80.00		Mar 26	8313983884	40.00
	Mar 14	8913294857	80.00		Mar 27	8613105892	120.00
	Mar 19	8314238651	120.00		Mar 29	9213088144	80.00
	Mar 20	8613121381	40.00				
			Total Customer Deposits				\$ 5,710.00

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Mar 26	AE STL REF#0015609193001 An Account Error	0000005243	\$ 120.00
Mar 29	Interest Paid	2900000400	0.16
			Total Other Deposits \$ 120.16

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar 11	Electronic Funds Transfer To Account		\$ 5,000.00-
			Total Other Withdrawals \$ 5,000.00-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Mar 4	1,492.63	Mar 8	6,522.63	Mar 20	1,842.63
Mar 5	1,532.63	Mar 11	1,602.63	Mar 26	2,002.63
Mar 6	1,612.63	Mar 14	1,682.63	Mar 27	2,122.63
Mar 7	6,362.63	Mar 19	1,802.63	Mar 29	2,202.79

Balances only appear for days reflecting change.



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CITY OF LOS ALAMITOS
WORKERS COMP - CSAC
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Mar 1, 2024

through

Mar 31, 2024

Page 1 of 2



To Contact U.S. Bank

Commercial Customer

Service:

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- Under the **Closing Your Account** section, added a paragraph for **How the account closure works** that says, for consumer checking, savings and money market accounts, when you request an account closure, your account will be placed in a 'pending closure' status for a period of 10 business days. During this 10 business day 'pending closure' period, we will allow pending deposits to be cleared and/or post to your account and we will allow pending debit card transactions that you authorized prior to initiating closure to be cleared and/or post to your account. Your debit card will be declined and transactions will no longer be approved when the account is in 'pending closure' status. Once your account is fully closed, transactions will not be allowed to post to the account except under limited circumstances. For example, transactions may be processed after closure if necessary for fraud investigations, transaction dispute claims, merchant credits, or deposit adjustments due to errors.

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MUNICIPAL INVESTOR CHECKING

U.S. Bank National Association

Member FDIC

Account Number

Account Summary

	# Items				
Beginning Balance on Mar 1		\$	5,140.22	Interest Paid this Year	\$ 1.28
Other Deposits	2		1,000.41	Number of Days in Statement Period	31
Checks Paid	8		909.74-		
Ending Balance on Mar 31, 2024		\$	5,230.89		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Mar 19	Electronic Funds Transfer From Account		\$ 1,000.00
Mar 29	Interest Paid	2900000401	0.41
Total Other Deposits			\$ 1,000.41

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CITY OF LOS ALAMITOS
WORKERS COMP - CSAC
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Mar 1, 2024

through

Mar 31, 2024

Page 2 of 2

MUNICIPAL INVESTOR CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
100410	Mar 6	8614661665	13.31	100415	Mar 20	8614187910	13.31
100411	Mar 13	8612954179	150.95	100416	Mar 27	8612796549	150.95
100413*	Mar 26	8315142169	17.62	100417	Mar 28	8913915368	11.56
100414	Mar 25	8015429339	523.25	100419*	Mar 28	8913915337	28.79

* Gap in check sequence

Conventional Checks Paid (8) \$ 909.74-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Mar 6	5,126.91	Mar 20	5,962.65	Mar 27	5,270.83
Mar 13	4,975.96	Mar 25	5,439.40	Mar 28	5,230.48
Mar 19	5,975.96	Mar 26	5,421.78	Mar 29	5,230.89

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CITY OF LOS ALAMITOS
WORKERS COMP - CIPA
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:

Mar 1, 2024

through

Mar 31, 2024

Page 1 of 4



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MUNICIPAL INVESTOR CHECKING

U.S. Bank National Association

Member FDIC

Account Summary

Account Number

	# Items				
Beginning Balance on Mar 1		\$	5,080.35	Interest Paid this Year	\$ 1.26
Other Deposits	2		1,000.40	Number of Days in Statement Period	31
Checks Paid	8		941.77-		
Ending Balance on Mar 31, 2024		\$	5,138.98		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Mar 11	Electronic Funds Transfer		\$ 1,000.00
Mar 29	Interest Paid	2900000402	0.40
Total Other Deposits			\$ 1,000.40

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CITY OF LOS ALAMITOS
WORKERS COMP - CIPA
3191 KATELLA AVE
LOS ALAMITOS CA 90720-2335

Business Statement

Account Number:

Statement Period:
Mar 1, 2024
through
Mar 31, 2024

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MUNICIPAL INVESTOR CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
5270	Mar 7	8914256660	186.12	5284	Mar 21	8913756534	193.07
5275*	Mar 8	9211975997	186.12	5285	Mar 18	8013176473	17.74
5278*	Mar 7	8914256665	186.12	5286	Mar 18	8013176474	17.74
5283*	Mar 21	8913756535	77.66	5287	Mar 18	8016490327	77.20

* Gap in check sequence

Conventional Checks Paid (8)

\$ 941.77-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Mar 7	4,708.11	Mar 11	5,521.99	Mar 21	5,138.58
Mar 8	4,521.99	Mar 18	5,409.31	Mar 29	5,138.98

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11H

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) 2024-05 and Authorization to Bid Animal Control and Sheltering Services

SUMMARY

This item recommends actions to facilitate the solicitation of bids for contractual services to provide animal control and sheltering services.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2024-05 Animal Control and Sheltering Services; and,
2. Authorize staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos has contracted with the City of Long Beach and their Animal Control Services (ACS) since 2001 for mandated animal control services. The current agreement is set to expire on June 20, 2024. The Request for Proposal (RFP) will solicit bids to provide animal control services to Los Alamitos.

DISCUSSION

Currently, the City contracts with the Long Beach Animal Control Services (ACS) to provide State of California and locally mandated animal control services within Los Alamitos. The City has contracted with Long Beach ACS for animal control and sheltering services since Fiscal Year 2001-02 and the responsibility for overseeing animal control services rested with the Police Department. However, it will be transitioned to the Development Services Department, specifically the Code Enforcement Division.

When the City of Long Beach adopted a Compassion Saves service model for animal care in 2019, operational costs increased significantly. Long Beach ACS has determined that the previous contract pricing structure was unsustainable. In an effort to distribute the operational costs of the animal control services program equally among member agencies, Long Beach ACS is now incorporating a portion of its operational costs into the contract pricing model. The cost of Long Beach ACS services during the 2022-23 fiscal year was \$85,221. Long Beach ACS services quoted \$146,857 annually, which incorporated the new pricing structure for the period beginning July 1, 2023, through June 30, 2024. That cost represents a 72-percent increase from the previous fiscal year. Under the City's procurement policies, an RFP will need

to be issued.

Term of Agreement

Once a contractor is selected, an agreement will be established. The term of the agreement is three years with two (2) optional one-year extensions by mutual agreement.

The following is an approximate timeline for the awarding of this project:

Request for Proposal Made Available: Tuesday, May 21, 2024

Last Day for Questions: Thursday, May 30, 2024, 2024 5:00 PM

Proposal Due on BidNet: Tuesday, June 4, 2024, at 3:00 p.m.

City Review of Proposals: Wednesday, June 5, 2024, to Thursday, June 6, 2024

City Council Consideration for Awarding: Monday, June 17, 2024

Commencement of Services: July 2024

FISCAL IMPACT

Funding for this project will be expended out of the operational budget for contractual services within the Development Services Department for Fiscal Year 2024-2025.

Attachment: 1. Request for Proposal (RFP) 2024-05 - Animal Control and Sheltering Services

City of Los Alamitos



Request for Proposal (RFP) 2024-05

For

ANIMAL CONTROL AND SHELTERING SERVICES IN THE CITY OF LOS ALAMITOS, CALIFORNIA

MAY 2024

NOTICE TO PROPOSERS

1. Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Proposals must be received by **3:00 P.M. on June 4, 2024**.

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REQUEST FOR PROPOSAL (RFP) 2024-05
ANIMAL CONTROL AND SHELTERING SERVICES IN THE CITY OF LOS ALAMITOS,
CALIFORNIA

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Cost Sheet and Fee Schedule Form - Attachment B	Page 17
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**NOTICE OF REQUEST FOR PROPOSALS 2024-05
FOR
ANIMAL CONTROL AND SHELTERING SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN The City of Los Alamitos, California, (City) is requesting proposals from qualified persons, agencies, entities and/or organizations (hereinafter referred to as "Contractor" to provide animal control and sheltering. The City seeks animal control related services including, but not limited to, enforcement of the animal regulations within the Cities' Municipal code, the care and placement of impounded animals for areas within the City. Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Bids will be received up to the hour of 3:00 P.M (Pacific Standard Time) on the 4th day of June 2024 and will be opened virtually at that time. If you would like to attend the bid opening, it will be accessible through Teams Meet using Meeting ID: 292 572 699 927 Passcode: RGpQnY

Obtaining a Copy of the RFP: A copy of the RFP is available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

Submittal of Proposal: Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on **May 30, 2024** and shall be submitted on BidNet portal.

BY ORDER OF the City Council of the City of Los Alamitos, California.

SECTION I: INSTRUCTION TO BIDDERS

BACKGROUND

The City of Los Alamitos (City) is soliciting and requesting proposals from qualified Contractors to provide Animal Control and Sheltering Services. A more detailed statement of the services expected is provided in the Scope of Work section.

1. RFP Timeline

The schedule of key milestones related to the Animal Control and Sheltering Service is as follows:

- Proposal Release Date May 21, 2024
- Last Day for Questions May 30, 2024, 5:00 PM
- Proposal Submittal Due Date June 4, 2024, 3:00 PM
- Interview of Shortlisted Contractors June 6, 2024, 10:00 AM
(If needed)
- Council Award of Contract June 17, 2024

2. RFP AND RELEVANT MATERIALS AVAILABILITY & ELECTRONIC BIDDING PORTAL

A copy of the RFP and other Bid Document are available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

All relevant materials shall be obtained from BidNet.

3. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES

Before submitting a proposal, the Respondent must (i) examine the Contract Documents thoroughly; including without limitation the Agreement wherein each of the other Contract Documents is identified; (ii) visit the sites and the locality where the work is to be performed to familiarize themselves with local conditions that may in any manner effect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate Respondent's observations with the Contract Documents.

Reports, if any, of investigations of physical conditions at the work sites or otherwise effecting cost, progress or performance of the work, which have been relied upon by staff in preparing the specifications, are identified in the Scope of Services. Before submitting a proposal, the Respondent shall, at their own expense, make such additional investigations and tests as the Respondent may deem necessary to determine their bid for performance of the work in strict accordance with the Contract Documents.

By submitting a proposal, the Respondent warrants that they have complied with every requirement of this proposal and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

4. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Requests for an interpretation shall be submitted on BidNet portal by May 30, 2024. Interpretations by the City will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties that have registered with the City by way of BidNet portal on a particular project. It is the responsibility of all perspective Respondents to register on the City's BidNet portal (<http://cityoflosalamitos.org/517/Bid-Opportunities>) to ensure receipt of any addendum(a) prior to proposal submittals. Additionally, plans, specifications, bid document, addendum(a), questions and answers, forms to complete, supplements to construction documents or specifications will be available on the City's BidNet Portal. City makes no guarantee that all Respondents will receive all addenda. All such addenda shall become part of the contract.

5. SUBMITTAL REQUIREMENTS

Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective Respondent must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

Successful proposals must include:

- Bid Proposal Coversheet - Attachment A
- Cost Sheet and Fee Schedule Form - Attachment B

- Response to Technical Questions - Attachment C
- Non-Collusion Affidavit – Attachment D

Proposals must fully address all areas requested, contain complete technical submittals, references, and data to verify qualifications and experience and include a statement that the City contract can be executed. Proposals without complete submittal data will be considered non-responsive. As part of the technical proposal, Contractors must evaluate the City's proposal terms and conditions.

Respondents shall respond to the final written RFP and any exhibits, attachments and amendments.

All Respondents shall verify if any addendum for this project has been issued by the City. It is the Respondent's responsibility to ensure that all requirements of contract addendum are included in the Respondent's submittal.

Respondents are required to submit (upload) all items on BidNet. Proposals will be received up to the hour of **5:00 p.m., on the 4th of June, 2024** and will be opened online at that time.

A proposal received after the time set for the proposal opening shall not be considered.

The City is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The Respondent is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number. Respondents experiencing any technical difficulties with the proposal submission process may contact BidNet at 1-800-835-4603.

6. TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. RFP AMENDMENTS AND CANCELLATION

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or re-issue the RFP at its sole discretion.

The City reserves the unilateral right to decline to award the contract to any of the Contractors submitting proposals.

8. REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the City; which are accompanied by insufficient or irregular bid security; or which are from Respondents who have previously failed to perform properly or to timely complete contracts of any nature. Waiver of one irregularity does not constitute waiver of any other irregularities. Overall responsiveness to the RFP is an important factor in the review process.

9. POSTPONEMENT OF BID OPENING

The City reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced for bid due date.

10. DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

11. WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn from BidNet by the Respondent. Withdrawal must be made prior to the bid opening hour stipulated. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the Respondent to submit a new proposal, providing there is time to do so.

12. AWARD OF CONTRACT

It is the intent of the City to award an Agreement in a form approved by the City Attorney, to the selected contractor. The selected contractor will be required to enter into an Agreement with the City based upon the contents of the RFP and the contractor's proposal. The City's standard form of agreement is included as Exhibit A. The Respondent shall carefully review the Agreement and include with their proposal a description of any exceptions requested to the standard contract. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will

be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest Respondent. The City Council will approve, as part of the annual budget, an annual agreement amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community. This work consists of preventative maintenance and repair services as specified in the scope of services and/or Requests for Proposal. Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

Award will be made to the contractor who best meets the City's requirements for all criteria described in this document.

The contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Animal Control and Sheltering Services agreement, which may be delivered to said party or his representatives on the work.

13. ADDITIONAL CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completing the specified services in accordance with the City's Animal Control and Sheltering Services agreement.

14. PERMITS AND CODES

The Contractor responding to this RFP shall provide animal sheltering and animal control services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, Orange County, and City of Los Alamitos; and in a manner that provides for the protection of persons from wild and dangerous animals while providing humane care and treatment of animals while they are in custody or in contact with field personnel. The City will provide permits at no cost to the Contractor.

15. FIXED FEE AND PRICING

The Contractor shall provide a pricing proposal that is a fixed fee per Animal Control and Sheltering Service.

16. TERM OF AGREEMENT

The term of the agreement is for one three-year contract with an additional two optional one-year extensions by mutual agreement.

17. CITY BUSINESS LICENSE

Contractor must obtain a City business license prior to commencement of any work.

18. EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful Respondent and returned, together with evidence of insurance, within ten (10) calendar days after the notification of the contract award by the City in writing. After execution by the City, one original contract shall be returned to the Contractor.

19. PROPOSAL RESPONSE

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

SECTION II: SCOPE OF SERVICES AND STANDARD OF PERFORMANCE

A. PROPOSED SERVICES

- a) The Contractor shall perform animal control and sheltering services for City within its corporate limits and perform the functions of a Department of Animal Control.
- b) The Contractor shall enforce all applicable State statutes and ordinances, with respect to the keeping, harboring, and disposition of animals, where local ordinances do not exist.
- c) The Contractor shall enforce all applicable standards for animal care.
- d) The Contractor shall operate an animal care facility, providing shelter services for stray and abandoned domestic animals, and sick or injured wildlife to City.
- e) Upon request from an authorized representative of the City or any resident of the City, Contractor will pick up in a timely manner and impound stray animals that are sick, injured, or found to be at large, loose and/or unattended on public streets and private property within City limits when in violation of accordance with the laws, regulations, ordinances and codes of the State of California, and Orange County and City of Los Alamitos, and in accordance with set priorities servicing emergency calls for service.
- f) The Contractor shall respond to emergency service calls. Emergency services for sick and injured animals to be provided twenty-four (24) hours per day, seven (7) days per week. The Contractor will maintain a telephone with a listed number which will be answered twenty-four (24) hours, seven (7) days a week.
- g) The Contractor shall respond to non-emergency service calls. Response to non-emergency services may be affected by high service demands. In those situations, Contractor must call the individual at the City who requested service to provide an estimated time for arrival of the staff.
- h) Quarantine, as prescribed by law, all animals suspected of being rabid and/or dangerous to the public at large.

B. REPORTING:

- a) The Contractor shall maintain records pertaining to licensing, impoundment, and fees, and will provide upon request a report of such to Contracted City.

- b) The Contractor shall maintain a record of all complaints and provide a monthly report to the City detailing the way the complaints were handled.

C. ADMINISTRATIVE/FEES/BILLING:

- a) The Contractor shall provide a pricing proposal that is a fixed fee per Animal Control and Sheltering Service. (*Refer to COST SHEET AND FEE SCHEDULE FORM -ATTACHMENT B*)
- b) The Contractor shall prepare and submit a bill to City every quarter, the first quarterly bill being submitted to City on or about October 1, 2024.
- c) The Contractor shall retain fees pertaining to pet licensing and apply monies earned to City quarterly bill.
- d) The Contractor shall submit their Coyote Management Plan.
- e) The Contractor shall participate in City organized events for residents by hosting educational clinics and pop-up licensing events at no additional expense to the City. The City will ensure ample notice is provided for scheduling and coordination purposes.

Los Alamitos ACTIVITY REPORT for Animal Control Services
1/1/2022 to 4/30/2024

ACTIVITY PRIORITY	TYPE	ACTIVITY	ACTIVITY SUB-TYPE
Priority: 1		SIU	1
		WILD	4
		Total:	<u>5</u>
Priority: 2		ASSIST	1
		DEAD	1
		STRAY	7
		WILD	66
		Total:	<u>75</u>
Priority: 3		ASSIST	8
		COYOTE	4
		DEAD	1
		FOLLOW UP	18
		INV	39
		PATROL	23
		RESCUE	4
		STRAY	15
		TRANSPORT	4
		WILD	10
		Total:	<u>126</u>
Priority: 4		ASSIST	3
		COMM CATS	1
		COYOTE	2
		FOLLOW UP	2
		INV	15
		RESCUE	2
		STRAY	3
		TRANSPORT	2
		WILD	1
		Total:	<u>31</u>
Priority: 5		ASSIST	4
		COMM CATS	1
		COYOTE	15
		DEAD	245
		FOLLOW UP	3
		INFO	16
		INV	70

	OWNED	13
	PATROL	9
	RESCUE	3
	SIU	25
	STRAY	62
	WILD	12
	XTRA SERVE	1
	Total:	479
Priority: 6	COYOTE	9
	XTRA SERVE	1
	Total:	10
LOS ALAMITOS		
Grand Total:		726

SECTION III: SUBMITTALS

Complete Proposal Submittal Consists of:

1. Bid Proposal Coversheet - Attachment A
2. Cost Sheet and Fee Schedule Form - Attachment B
3. Response to Technical Questions – Attachment C
4. Non-Collusion Affidavit - Attachment D

BID PROPOSAL COVERSHEET - ATTACHMENT A

A. Company Information

Contractor Name: _____

Physical Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Representative's Email Address: _____

Representative Office Phone # _____

Representative Cell Phone # _____

Company Website Address: _____

Company Type: ☐ Agency ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Date Company was Established: _____

Years of Experience: Respondent has _____ years of experience as a contractor in Animal Control and Sheltering Services

B. Acknowledgement & Assurances

(a) Respondent has examined copies of all the Contract Documents, including without limitation the Agreement (Exhibit A) wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.

(b) Respondent proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

(c) Respondent has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost,

progress and performance of the work in strict accordance with the Contract Documents.

- (d) The cost proposal must include a firm unit price for each Animal Control and Sheltering Services for Year 1 (July 1, 2024 – June 30, 2025), Year 2 (July 1, 2025 – June 30, 2026), and Year 3 (July 1, 2026 – June 30, 2027) that incorporates all aspects of the work plan and covers all tasks identified in the Scope of Work.
- (e) It is expected that general, overhead, and administrative costs are included in the monthly fee. It will be assumed that all contingencies and/or anticipated escalations are included.
- (f) Respondent is fully qualified to perform the work.
- (g) The undersigned agrees that the City reserves the right to reject any or all bids and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

A signature by a principal or officer having the authority to negotiate and contractually bind and extend the terms of the written proposals is required.

Print Name

Signature of Representative

Company Name

Date

COST SHEET AND FEE SCHEDULE FORM - ATTACHMENT B

Animal Control and Sheltering Services

INTRODUCTION

Proposer shall complete a Cost Sheet and Fee Schedule to include all costs, in accordance with the scope of services defined in Section IV. Proposer may submit detailed cost sheets on other reimbursable costs, as back up to this summary page.

COST FOR SCOPE OF SERVICES, SECTION IV

Proposer shall complete the Fee Schedule spreadsheet, sign, and submit with proposal.

This proposal submitted by: _____

Company Name

Representative: _____

Representative Title: _____

Address: _____

Phone Number: _____

Email: _____

Authorized Signature: _____

RESPONSE TO TECHNICAL QUESTIONS FORM - ATTACHMENT C

On a separate paper, please provide brief narrative entitled, "RESPONSE TO TECHNICAL QUESTIONS-ATTACHMENT C" answering questions listed below.

Section 1: Company Experience & Qualification

- a) Provide company experience and qualification to meet the scope of work and standard of performance.
- b) Identify principals of the company.
- c) State company's financial condition and identify any condition (e.g. bankruptcy, pending litigation, planned office closures, merger, etc. that may impede the Respondent from providing services).
- d) Describe your company's experience in providing Animal Control and Sheltering Services to like-sized public agencies and/or private companies.
- e) State all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Personnel

- a) Attach an organizational chart for your company or the local office servicing this contract.
- b) List of all key persons that will be supervising, scheduling and/or performing the work outlined in the Animal Control and Sheltering Services Agreement. Personnel must be qualified and trained in the animal control industry. List their certifications, specialty, and licenses.
- c) List personnel handling the day-to-day management of the contract.

Section 3: Approach

- a) Describe your approach to the Scope of Services and Standard of Performance and any special ideas, techniques, or suggestions that you think might make the Scope of Services and Standard of Performance implemented smoothly.
- b) Describe your company's ability to address complaints or deficiencies.
- c) Describe your communication plan between your representative and City's representative.
- d) Describe communication within your company.

- e) Describe your employee training program.
- f) Describe your safety program.

Section 4: References

Please list at least five (3) references of current or past contracts within the past five years that are similar in scope or scale. Attached additional pages if necessary. Provide the following information on each one:

- a. Company Name
- b. Customer Contact Name
- c. Phone number
- d. E-mail address
- e. Number of years your contractor has provided Animal Control and Sheltering Services for each reference

Section 5: Other Fees

Attach other fees not listed on the "**Cost Sheet and Fee Schedule Form**". Other fees to remain fixed during the first three (3) years of the contract. After the third year and at the first year of the first and second one-year extensions, a CPI increase is allowable subject to a maximum increase of 8%.

NON-COLLUSION AFFIDAVIT - ATTACHMENT D

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature of Declarant

Printed Name of Declarant

SECTION IV: EVALUATION

1. SELECTION CRITERIA

City will review and evaluate all proposals based on the following criteria:

A. Completeness of Proposal

Completeness of proposal. Provided all requested information.

B. Qualification

The responsiveness to the specific needs of the City and an understanding of the services to be provided. Experience, expertise and knowledge particular to the City's needs, in providing services of a similar nature. The methodology for carrying out the tasks described in the proposal. Location of contractor's office/operations and anticipated response time. The skills, education and experience of personnel of the contractor. The contractor's financial stability.

C. Approach

Approach to delivering services including implementation schedule, communication within the construction company, training program, safety program, resolving complaints and deficiencies.

D. Reference Evaluation

Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

E. Reasonableness of Cost and Price

Reasonableness and competitiveness of the contractor's cost proposal. Inclusion of other fees not listed in Bid Schedule-Attachment B.

SECTION V: EXHIBITS

EXHIBIT A - ANIMAL CONTROL AND SHELTERING SERVICES AGREEMENT

EXHIBIT B - WORKERS' COMPENSATION INSURANCE CERTIFICATE

EXHIBIT C - ENDORSEMENTS TO INSURANCE POLICY

EXHIBIT D - STATEMENT REGARDING INSURANCE COVERAGE

EXHIBIT E - COST SHEET AND FEE SCHEDULE

EXHIBIT F - COYOTE MANAGEMENT PLAN

EXHIBIT A

ANIMAL CONTROL AND SHELTERING SERVICES AGREEMENT [enter name of contractor]

THIS AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES (“Agreement”) is made and entered into, to be effective this ____ day of _____ 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, a _____, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide animal control and sheltering services.

B. In response to City’s formal Request for Proposals No. ____ (RFP), dated _____, 2024, Contractor has submitted to City a written proposal, dated ____ __, 2024, to provide the desired animal control and sheltering services.

D. City desires to engage Contractor to provide such animal control and sheltering services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2024, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. ____, dated ____; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict

or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor's Proposal.

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

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

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

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

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

2. **COMPENSATION**

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

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (45) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

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

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

3. **SCHEDULE OF PERFORMANCE**

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for an initial term of three (3) years and may thereafter be extended by mutual written agreement of the Parties for up to two additional one (1) year terms.

4. COORDINATION OF PROJECT SERVICES

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

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

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

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

4.4 Independent Contractor.

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

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

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

officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property

damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

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

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

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

6. INDEMNIFICATION

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

witness fees and attorneys' fees and other related costs and expenses.

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

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

The Contractor's indemnification obligation shall survive termination of this Agreement.

7. REPORTS AND RECORDS

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

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

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

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Project Services

shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

8.6 Termination for Default of Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age,

national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

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

To City:

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

With copy to:

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

To Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

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

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

Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Jordan B. Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title

By: _____
Name
Title

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2024

EXHIBIT B
WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE:_____

Contractor

By:_____
Signature

Title

Attest:

By:_____
Signature

Title

EXHIBIT C

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and

2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and

3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and

4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.

5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.

6. The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insurers under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date

EXHIBIT D
STATEMENT REGARDING INSURANCE COVERAGE

REQUEST FOR PROPOSAL (RFP) 2024-05
ANIMAL CONTROL AND SHELTERING SERVICES IN THE CITY OF LOS ALAMITOS

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

CURRENT SERVICES PROVIDED TO AND COST FOR RESIDENTS OF CITY OF LOS ALAMITOS					PROPOSED FEES BY CONTRACTOR FOR SAME SERVICE		
Fee Name	Description	Fee	Per	Type	Fee	Per	Type
ANIMAL CARE SERVICES FEES							
Redemption of animal previously released by owner	Fee to get back animal that was previously released to animal control by owner	\$15.00	Animal	Fee			
Pickup/Impound/Capture/ On-site Fee	Fee for Animal Control Officer to pick up an owner animal	\$120.00	Officer	Fee			
Dog Adoption Fee	Spay and Neuter procedure, microchip, and rabies inoculation	Actual Cost of Staff and Supplies	Dog	Fee			
Cat Adoption Fee	Spay and Neuter procedure, microchip, and rabies inoculation	Actual Cost of Staff and Supplies	Cat	Fee			
Adoption Promotion Fee	Special Adoption Promotion Fee to adopt animal from Animal Care Services	\$0 - \$50	Each	Fee			
Collection Late Fee	Penalties will accrue per month and be added to the total balance owed to offset costs associated with the ongoing payment collections process.	10% of total fees owed/month of non-payment	Each	Penalty			
Late Fee	Penalties will accrue per month and be added to the total balance owed to offset costs associated with the ongoing payment collections process up to a maximum of one hundred percent (100%) of the amount payable on the due date.	10%	total fees owed/month of non-payment	Penalty			
Adoption - Rabbits		\$30.00	Each	Fee			
Adoption - Pocket Pet (excluding rabbits)		\$10.00	Each	Fee			
FEES FOR IMPOUNDING							
Impounding Dog or Cat	Processing of impounded dog or cat	\$15.00	Each Dog or Cat	Penalty			
Impounding Livestock (cows, goats, sheep, pigs, etc.)	Processing of impounded livestock	\$15.00	Each Animal	Penalty			
Impounding Fowl, Birds and Pocket Pets	Processing of impounded fowl, bird or pocket pet (including rabbits)	\$15.00	Each Animal	Penalty			
NONSPAYED OR UNNEUTERED WHEN IMPOUNDED							
First Violation (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (F&A 30804.7)	\$35	Each dog	Penalty			
Second Violation (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (F&A 30804.7)	\$50	Each dog	Penalty			
Third and Subsequent Violations (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (FA 30804.7)	\$100	Each dog	Penalty			

First Violation (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$35	Each Cat	Penalty			
Second Violation (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$50	Each Cat	Penalty			
Third and Subsequent Violations (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$100	Each Cat	Penalty			
FEES FOR BOARDING OR KEEPING							
Livestock Board and Keep	Fee for board and care of livestock	\$30 plus actual cost of outside board and care	Per Animal, Per day	Fee			
Dogs, Cats, Pocket Pets Board and Keep (includes quarantined animals)	Fee for board and care of animals (dogs, cats, etc.)	\$35.00	Per Animal, Per day	Fee			
Exotic animals	Fee for board and care of exotic animals	\$35.00	Per Animal, per day	Fee			
DOG TAG FEES							
Dog License - 12 months (Unaltered)	12 month dog license fee for dogs over four months old that are Not altered (Not spay/neutered)	\$250.00	Dog	Fee			
Dog License - 24 months (Unaltered)	24 month dog license fee for dogs over four months old that are Not altered (Not spay/neutered)	\$500.00	Dog	Fee			
Dog license - 36 months (Unaltered)	36 month dog license fee for dogs over four months old that are Not altered (Not spay/neutered)	\$750.00	Dog	Fee			
Dog license - 12 months (Unaltered, Senior Owner)	Dog license - 12 months (Unaltered, Senior Owner 60+ years or older)	\$125.00	Dog	Fee			
Dog license - 24 months (Unaltered, Senior Owner)	Dog license - 24 months (Unaltered, Senior Owner 60+ years or older)	\$250.00	Dog	Fee			
Dog license - 36 months (Unaltered, Senior Owner)	Dog license - 36 months (Unaltered, Senior Owner 60+ years or older)	\$375.00	Dog	Fee			
Dog License - 12 months (Altered)	12 month dog license fee for dogs over four months old that are altered (spay/neutered)	\$28	Dog	Fee			
Dog License - 24 months (Altered)	24 month dog license fee for dogs over four months old that are altered (spay/neutered)	\$56.00	Dog	Fee			
Dog License - 36 months (Altered)	36 month dog license fee for dogs over four months old that are altered (spay/neutered)	\$84.00	Dog	Fee			
Dog License Senior Citizen - 12 months (Altered)	12 month dog license fee for altered dog for 60+ resident, proof of age required*	\$14.00	Dog	Fee			

Dog License Senior Citizen - 24 months (Altered)	24 month dog license fee for altered dog for 60+ resident, proof of age required*	\$28.00	Dog	Fee			
Dog License Senior Citizen - 36 months (Altered)	36 month dog license fee for altered dog for 60+ resident, proof of age required*	\$42.00	Dog	Fee			
Dog License Vicious Animal	License fee for owners of vicious animals includes the cost of hearing officer and associated costs, investigative hours, property inspection, license, spay & neuter. Does not include boarding fees, quarantine and penalties.	1125	Annual	Fee			
CAT TAG FEES							
Cat License Senior Citizen - 12 months (Altered)	12 month cat license fee for altered cat for 60+ resident, proof of age required	\$6.00	Per license	Fee			
Cat License Senior Citizen - 24 months (Altered)	24 month cat license fee for altered cat for 60+ resident, proof of age required	\$12.00	Cat	Fee			
Cat License Senior Citizen - 36 months (Altered)	36 month cat license fee for altered cat for 60+ resident, proof of age required	\$18.00	Cat	Fee			
Cat License Non-Profit Rescue - 12 months	Cat license for certified non-profit rescue group and feral cat colony managers	\$0	Per license	Fee			
Cat License - 12 months (Altered)	12 month license fee for altered cats (spay or neutered)	\$12.00	Cat	Fee			
Cat License - 24 months (Altered)	24 month license fee for altered cats (spay or neutered)	\$24.00	Cat	Fee			
Cat License - 36 months (Altered)	36 month license fee for altered cats (spay or neutered)	\$36.00	Cat	Fee			
PENALTIES							
Animal License Late Fee	Fee for new/renewal licenses that are purchased late; applies to unaltered and altered Dogs and Cats	\$15.00	Per Year, Dog or Cat	Penalty			
ISSUE DUPLICATE TAG							
Replacement License Tag	Fee to issue replacement license tag (altered/unaltered)	\$10.00	Per Pet	Fee			
INOCULATIONS AND MEDICAL CARE							
Anti-Rabies - Dog/Cat	Fee for rabies vaccination - Dog/Cat	\$6	Vaccination	Fee			
Bordetella	Fee for bordetella vaccination	\$25.00	Vaccination	Fee			
Distemper/Parvo	Fee for distemper/parvo	\$25.00	Vaccination	Fee			
Feline Viral Rhinotracheitis CP	Fee for feline viral rhinotracheitis CP vaccination (cat)	\$25.00	Vaccination	Fee			
Microchip	Microchip Fee	\$15.00	Animal	Fee			

PureVax	Merical nonadjuvanted rabies vaccination for cats.	\$25.00	Vaccination	Fee			
Spay or Neuter - Dog	Staff time and supply costs to spay or neuter a dog	\$80.00	Each	Fee			
Spay or Neuter - Cat	Staff time and supply costs to spay or neuter a cat	\$40.00	Each	Fee			
X-Ray Prices							
X-Ray - Small	X Ray service - Small	\$90.00	Session	Fee			
X Ray - Large	X Ray service - Large	\$230.00	Session	Fee			
DROP OFF/OWNER RELINQUISHED ANIMALS (DOGS, CATS, OTHER)							
Relinquish/Drop Off Fee	Fee for owner to release placeable (adoptable) animal to Animal Care Services. Fee varies	\$0.00	Animal	Fee			
Relinquishment - Alive Animal of Non-Contract City Owner	Fee for non-residents to release an owned animal to animal care services (includes category above plus penalty)	\$115 penalty + applicable relinquishment fee	Animal	Fee			
Stray/Non-Owner Relinquishment - Dead/Alive	No fee to release stray (not owned) animals to animal control	\$0	No Fee	Fee			
DEAD ANIMAL DISPOSAL							
Dead Animal Surrender	Fee to dispose of a deceased pet	\$25.00	Animal	Fee			
CAT TRAPS							
Deposit (covers replacement cost of trap and tax)	Deposit fee to rent cat trap; Deposit is forfeited after 30 days if trap is not returned or damaged	\$80	Trap	Fee			
Rental Charge (per day of use)	Charge to rent cat trap - charge begins on the first day of rental	\$0.00	Day	Rent			
Trap Pick-up or Drop-off (includes officer time)	Fee for animal control to pick-up or drop-off a trap	\$120.00	Pick-up/Drop Off	Fee			
PERMITS							
Animal Display	Limited display of approved animals by a certified non-profit organization for the purposes of promoting adoption on city property; must have current business license and transfer permit	\$0	Event	Fee			
Animal Exhibitions (circus, rodeos, battle re-enactments, dog shows promoting pure-bred animals and breeding etc.)	Fee for a minimum of (2) animal control officers for a minimum of (8) hours per day to monitor and enforce animal laws and administration time	\$1925.00	Day	Fee			
Dog Breeding Permit Application	Fee to process dog breeding permit application - non-refundable (as stated in municipal code), includes police time	\$5255.00	Application	Fee			

Dog Breeding Permit - Annual Renewal	Fee for dog breeding permit - non-refundable (as stated in municipal code)	\$1980.00	Annual	Fee			
Animals Used in Commercial Setting	Permit fee for Animals Used in Commercial Setting	\$240.00	Day	Fee			
Possession of Dangerous Animal	Permit fee for first dangerous animal (includes officer inspection and administration of permit)	\$610.00	Annual	Fee			
Transfer for Sale Permit (exempted classes)	Transfer for Sale Permit (exempted classes)	\$0	Permit	Fee			
Transfer for Sale Permit (pet shops)	Fee for pet shops to sell/transfer animals (as stated in municipal code)	\$120.00	Annual	Fee			
INVESTIGATIVE SERVICES							
Court Restitution	Reimbursement for animal control staff time needed to prepare/file court cases (per hour)	Actual Cost	Hour	Fee			
INSPECTION FEES							
Veterinary Clinic	Fee charged for inspection of new/remodel veterinary clinics	\$240.00	Inspection	Fee			
PET SHOP							
Pet Shops	Fee charged for plan review on new/remodel pet shops	\$240.00	Inspection	Fee			
Pet Groomers	Fee charged for plan review on new/remodel pet grooming facilities	\$240.00	Inspection	Fee			
KENNEL/ DAYCARE							
Kennel/Daycare Facilities	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$240.00	Inspection	Fee			
HORSE STABLES							
Boarding stables	Fee charged for plan review of new/remodel horse stables	\$240.00	Inspection	Fee			
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS							
DOG LICENSING AND FOWL, RABBITS & GOATS							
First Violation	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$100	Violation	Penalty			
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$200	Violation	Penalty			
Subsequent Violations	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$250	Violation	Penalty			
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS							
ANIMAL SHELTER, RABIES CONTROL, POLICE ANIMALS & ANIMAL REGULATIONS							

First Violation	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$100	Violation	Penalty			
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$200	Violation	Penalty			
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$500	Violation	Penalty			
ANIMAL BREEDING & TRANSFER							
First Violation - Alters animal	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$350	Violation	Penalty			
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$700	Violation	Penalty			
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$1,000	Violation	Penalty			
VICIOUS ANIMAL PENALTIES							
First Violation - Failure to Surrender Vicious Animal	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$350	Violation	Penalty			
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$700	Violation	Penalty			
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$1,000	Violation	Penalty			
First Violation - Violation of Vicious Animal Rules	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$350	Violation	Penalty			
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$700	Violation	Penalty			
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$1,000	Violation	Penalty			
Deposit: Vicious Animal Appeal Process	Security deposit held for parties declared vicious. Deposit is refunded if the appeal is granted.	Cost of Citation	Appeal	Penalty			
Deposit: Administrative Citation Appeal Process	Security deposit held for parties who request an appeal hearing for the issuance of an Administrative Citation. Deposit is refunded if the appeal is granted.	Cost of Citation	Appeal	Penalty			
LATE PENALTY - CITATION							
LATE PENALTY OF 25% PER CITATION WHEN NOT PAID OR APPEALED WITHIN 30 DAYS OF CITATION ISSUE DATE							
Late Penalty fee for \$100 citation	Late Penalty fee for \$100 citation	\$25	Per late \$100 citation	Penalty			
Late Penalty fee for \$200 citation	Late Penalty fee for \$200 citation	\$50	Per late \$200 citation	Penalty			
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS							

Late Penalty fee for \$250 citation	Late Penalty fee for \$250 citation	\$62.50	Per late \$250 citation	Penalty			
Late Penalty fee for \$350 citation	Late Penalty fee for \$350 citation	\$87.50	Per late \$350 citation	Penalty			
Late Penalty fee for \$500 citation	Late Penalty fee for \$500 citation	\$125	Per late \$500 citation	Penalty			
Late Penalty fee for \$700 citation	Late Penalty fee for \$700 citation	\$175	Per late \$700 citation	Penalty			
Late Penalty fee for \$1000 citation	Late Penalty fee for \$1000 citation	\$250	Per late \$1,000 citation	Penalty			
VETERINARY CARE							
Medications and Treatment	Medications and/or solutions administered to animal patient during treatment, including administration cost	Actual Cost	Animal	Fee			
Non-Medical Treatment	Charge for additional medical treatment for impounded animals. This including grooming and miscellaneous medical treatment above and beyond normal impound procedures, including grooming or administering veterinarian mandated medical treatment, including pharmaceuticals. This is an hourly charge, with a minimum 1 hour per occurrence	Actual Cost	Actual cost. One Hour minimum	Fee			
URBAN AGRICULTURE							
Urban Agriculture Fee for Goats (2)	Permit for residents who choose to own (2) goats. A permit for a single goat is not allowed.	\$240.00	Each	Fee			
Urban Agriculture Fee for Chickens (5-20)	Permit for residents who choose to own more than 4 chickens	\$240.00	Each	Fee			

REPRESENTATIVE TITLE

REPRESENTATIVE SIGNATURE

DATE

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11I

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Request for Proposals (RFP) for Signing and Striping Improvements on Lexington Drive between Katella Avenue and Farquhar Avenue (CIP 23/24-09)

SUMMARY

Striping and pavement marking assist in maintaining safe and up-to-date standards that comply with current Federal and State guidelines. The City received several complaints regarding speeding, lack of parking, and corner visibilities along Lexington Drive between Katella Avenue and Farquhar Avenue. The City's Traffic Engineer evaluated the conditions and developed a plan to respond to residents' concerns.

RECOMMENDATION

1. Approve the Request for Proposal (RFP) for the plans and specifications for the Signing and Striping Improvements on Lexington Drive between Katella Avenue and Farquhar Avenue (CIP 23/24-09); and,
2. Authorize Staff to advertise and solicit proposals.

BACKGROUND

The City of Los Alamitos is responsible for the maintenance of approximately 55 miles of streets that must be maintained to provide safety for vehicles, bicyclists, and pedestrians. The striping of Lexington Drive between Katella Avenue and Farquhar Avenue will calm vehicle speed, provide corner visibility for vehicles, and provide additional parking.

DISCUSSION

Street and pavement markings convey important safety messages to roadway users, calm vehicle speed, assist with safety for vehicles, bicyclists, and pedestrians, and provide directions for drivers. Lexington Drive is 64 feet with two lanes (one lane in each direction). It is a north-south roadway with a posted speed limit of 30 miles per hour (MPH), and parallel street parking is allowed on both sides. Lexington Drive connects Katella Avenue to the north and the Joint Forces Training Base to the south. The vast majority of adjacent land uses are residential.



The
propose
d plan

will create an orderly traffic flow by keeping vehicles within the lane lines, improve safety, improve corner visibility at intersections and driveways, and, most importantly, create an additional twenty-six parking spaces along the entire length of Lexington Drive between Katella Avenue and Farquhar Avenue. The City proposes installing two 11-foot travel lanes, ninety-five angled parking spaces (currently sixty-nine parallel parking spaces), and a 2-foot buffer between travel lanes and the back of parking stalls. The Lexington Avenue Striping Plan was presented to the Traffic Commission at their June 14, 2023 meeting, discussed, and ultimately rejected due to their concerns about the 15–20 feet of the proposed no parking at the corner of Lexington Avenue and Howard Street. The proposed diagonal parking would eliminate the 15–20 feet of parking adjacent to the corner.

FISCAL IMPACT

The engineering estimate for this project is \$25,000, and funding for this service will be expensed out of the Development Services - Public Works Street Division.

- Attachment:
1. Contract Documents and Specifications for CIP 23/24-09
 2. CIP 23/24-09 - On -Street Parking Concept Plan
 3. Engineer's Estimate for On-Street Parking

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

SIGNING AND STRIPING IMPROVEMENTS

ON

LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE

CIP 23/24-09

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

MAY 2024

NOTICE TO THE BIDDERS:

1. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Bid bond required – 10% of bid amount to be submitted to the Development Services Department.
3. Bids must be received by 11:00 a.m. on June 12, 2024, per future addendum

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
13191 Crossroads Pkwy South, Suite 405
Industry, Ca
(562) 908-6200

MAY 2024

Farhad Iranitalab



Farhad Iranitalab, P. E.
P.E. 33142

FOR THE CITY OF LOS ALAMITOS
PUBLIC WORKS DIVISION
DEVELOPMENT SERVICES DEPARTMENT

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SECTION A
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
NOTICE INVITING ELECTRONIC BIDS

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NOTICE INVITING ELECTRONIC BIDS
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites electronic bids for the above stated project and will receive such bids electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>). Bids will be received up to the hour of **11:00 a.m., on June 12, 2024**, and will be opened virtually at that time. If you would like to attend the virtual bid opening, it will be accessible through Microsoft Teams Meeting:

[Join the meeting now](#)
Meeting ID: 292 961 132 920
Passcode: Hi6eDb

The City of Los Alamitos proposes to modify existing signing and striping on Lexington Drive from Katella Avenue Farquhar Avenue.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and must be submitted electronically on BidNet Direct (BidNet), accessible through the Agency's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the Agency's BidNet portal. No hard copy bid packages will be accepted.

Plans and specifications will be available for review on BidNet. All relevant materials shall be obtained from the link above. The Agency is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The bidder is solely responsible for the "on time" submission of their electronic bid. The Agency will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number. Bidders experiencing any technical difficulties with the bid submission process may contact BidNet at (800)835-4603.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A or C32 contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. 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 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 Board. 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. (Public Contract Code § 20103.5)

THE BID MUST BE ACCOMPANIED BY A BID GUARANTEE IN THE AMOUNT OF 10% OF THE TOTAL BID PRIOR TO THE BID SUBMISSION DEADLINE, SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT, ATTN: PUBLIC WORKS DEPARTMENT SECRETARY, 3191 KATELLA AVENUE, LOS ALAMITOS, CA 90720. Sealed envelopes bearing the bid bond should be clearly marked with the project title and CIP number as shown on the cover sheet of these specifications. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

Questions or Requests for Information (RFIs) or interpretations are due June 2, 2024, at 11:00 a.m., ten (10) days before the time announced for the opening of the bids and shall be submitted on the BidNet portal. If you have any questions, please contact Vandine Ouk at (562)431-3538 ext. 301 or vouk@cityoflosalamitos.org.

BY ORDER OF the City Council of the City of Los Alamitos, California.

SECTION B

**SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration **15 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the

time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of the addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562) 357-5411.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be submitted as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the

EXPERIENCE STATEMENT in SECTION C.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities

and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** 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 and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the

contract. Each bidder shall also have no less than five (5) years' experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the

proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. If any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves the right to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints.

SECTION C
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL
BID SCHEDULE
BID BOND
NON-COLLUSION AFFIDAVIT
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

BID PROPOSAL

**SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required 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: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE

SIGNING AND STRIPING IMPROVEMENTS ON LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE CIP 23/24-09

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 F–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

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

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

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

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

NAME OF BIDDER: _____
CONTRACTOR'S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

BID SCHEDULE (Continued)

**SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Install Striping complete per plan.	1	LS	\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total					

Bid Schedule Total \$_____

Bid Schedule Total (in words):

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.

(Company Name of Bidder)

(Date)

BID BOND

**SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this __ day of _____, 2024.

PRINCIPAL*

SURETY*

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

Subscribed and sworn to this _____ day of _____, 2024.

NOTARY PUBLIC _____ (SEAL)

SPC24-05

BID GUARANTEE

**SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ .FAX: _____

E-mail: _____

Contractor's License No.: _____ Date License Issued: _____

License Expiration Date: _____

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)

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

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)

Prior Disqualification

SPC24-05

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

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: _____ 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: _____ 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 _____ day of _____, 2023, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

SIGNING AND STRIPING IMPROVEMENTS ON LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE CIP 23/24-09

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: _____
Client: _____ Date: _____ Project Value: _____
Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____
Client: _____ Date: _____ Project Value: _____
Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: _____
Client: _____ Date: _____ Project Value: _____
Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____
Client: _____ Date: _____ Project Value: _____
Contact: _____ Tel # _____

Description: _____

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 _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

SIGNING AND STRIPING IMPROVEMENTS

ON

LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE

CIP 23/24-09

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 for ensuring 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)

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature of Declarant

Printed Name of Declarant

SECTION D
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND
WORKER'S COMPENSATION INSURANCE CERTIFICATE
INSURANCE ENDORSEMENT
STATEMENT RE INSURANCE COVERAGE
STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

SIGNING AND STRIPING IMPROVEMENTS ON

LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS SIGNING AND STRIPING IMPROVEMENTS ON LOS ALAMITOS BOULEVARD AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ____ day of _____, 2024 (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (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 **SIGNING AND STRIPING IMPROVEMENTS ON LOS ALAMITOS BOULEVARD** 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 (\$ _____), 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 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 is 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 Résolution

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. THE AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. The AGENCY shall provide timely notification to the CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. THE 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 the 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: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

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 Xth day of Month, 20XX
(*Council Action Date Here*)

CONTRACTOR: Contractor's Business Name

Contractor's Sign Name, Title
Contractor's License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor Date
City of Los Alamitos

ATTESTED: _____
Windmera Quintanar, MMC, City Clerk Date
City of Los Alamitos

APPROVED AS
TO FORM: _____
Michael S. Daudt, City Attorney Date
City of Los Alamitos

(EXECUTE IN DUPLICATE)

PAYMENT BOND

SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE (CIP 23/24-09)
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Surety*

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

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC.....

.....(SEAL)

(EXECUTE IN DUPLICATE)

SPC24-05

SECTION D – Page 11
CONTRACT INFORMATION AND DOCUMENT

FAITHFUL PERFORMANCE BOND

**SIGNING AND STRIPING IMPROVEMENTS
ON**

**LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **SIGNING AND STRIPING IMPROVEMENTS ON LOS ALAMITOS BOULEVARD** CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event a suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__

Contractor* Name, Title of Signer

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

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

Subscribed and sworn to this ____ day of _____, 20__

NOTARY PUBLIC.....(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
23/24-09

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

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

....., 20__.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

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

Subscribed and sworn to this day of....., 20__.

NOTARY PUBLIC.....

.....(SEAL)

(EXECUTE IN DUPLICATE)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____ Contractor's Business Name .
(Contractor)
By: _____
(Signature)
(Title)

Attest:
By: _____
(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:
.....
.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**
 - (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2021 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 TERMS AND DEFINITIONS

Add the following:

Agent—Shall include persons and companies, other than the Contractor, retained by the City to perform design and construction services in relation to the Work.

Acceptance—The Agency’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

City—The City of Los Alamitos, California, as the Agency and Owner.

City Council—City Council of the City of Los Alamitos, California.

Construction Manager—Persons and/or company retained by the City to perform construction management services.

Design Engineer—Persons and/or company retained by the City to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer—The City Engineer of the City of Los Alamitos, or his/her authorized representative.

Geotechnical Engineer—Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the Agency during construction.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans—“Standard Plans for Public Works Construction” - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications (“SSS”)—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (“SSP”)—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-3 “Time of Completion”.

1-3.3 INSTITUTIONS

Add the following:

AGCA	Associated General Contractors of America
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)

Additionally Insured Endorsement
Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

The City of Los Alamitos proposes to modify existing signing and striping on Lexington drive from Katella Avenue to Farquhar Avenue.

2-2 PERMITS

Replace first paragraph with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

2-3 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left

in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. The contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

3-12.3 NOISE CONTROL

Add the following:

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

3-12.6.5 PAYMENT

Add the following:

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract,

which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled. The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an “or equal” item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the “or equal” item. The contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed “or equal” item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an “or equal” item.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim,

lawsuit, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that the AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by the CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of the CONTRACTOR will be all-inclusive, and the AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse

the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. The AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the AGENCY or any employee or agent of the AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS’ COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

5-4.3.1 Workers’ Compensation/Employers’ Liability shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employers’ liability limits shall be no less than one million dollars per accident or disease. Employers’ liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. The contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+VIII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidence of such coverage and makes reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to the AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty-eight (48) hours prior to the scheduled Work.

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawing for all sign panels, and the Manufacturer's data for the Sign Panels.

MATERIALS

- A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.
- B. Signposts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.
- C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.
- D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish on short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

- A. For this contract, **Zero (0) Project Information Sign(s) are required** and shall be installed, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.
- B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.
- C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information signs should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, the City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be at the unit bid price per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed, therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-**

DESIGNATED HOLIDAYS below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due to the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-4.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work, and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of **Five Hundred Dollars (\$500.00) per day** for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any “decision” purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency’s staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor’s request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor’s request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty-eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer’s decision on the dispute or claim shall be the Agency’s final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the “State Contract Act” shall be construed to mean “applicable law” and “Public Agency”, or “Department” shall be construed to mean “Agency” as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 “Changed Conditions” and Subsection 6-3.2 “Contract Time Accounting” respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

SPC24-05

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed, or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Contractors shall provide traffic control according to the California Temporary Traffic Control Handbook. Contractors must maintain access for visitors to the properties. One driveway must always remain open and accessible.

Payment for **Mobilization** shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review at the pre-construction meeting.

All traffic control on the project shall be implemented by a subcontractor who specializes in Traffic Control and is approved by the City Engineer.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in the price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. The background color shall be white, and letters shall be printed in red water-resistant ink except day, date, and time of restriction may be printed in black water-resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed or attached below the above-mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary stripping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary stripping to the satisfaction of the Engineer. In no event will temporary stripping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

601-1.3 Measurement and Payment.

Measurement and Payment for **Traffic Control** shall be included in various other bid items and shall be considered full compensation and include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed, therefore.

SECTION G
SIGNING AND STRIPING IMPROVEMENTS
ON
LEXINGTON DRIVE BETWEEN KATELLA AND FARQUHAR AVENUE
CIP 23/24-09
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans, and Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 E 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for striping, and no additional compensation will be allowed, therefore.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be paid per unit price bid as shown in bid schedule, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Center line Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic, unless otherwise shown on the Plans.

84-2.02B Glass Beads. The 1st layer of glass beads shall be **Bonded Core Reflective Elements manufactured by 3M** and must be on the Authorized Material List for high-performance glass beads. The color of the glass beads must match the color of the stripe or marking to which they are being applied. The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

84-2.02C Thermoplastic. Traffic striping shall be thermoplastic including arrows and other pavement legends except for bike legends and bike lane treatments.

84-2.02D Methyl Methacrylate. Green Paint bike legends and green bike lane treatment shall be **Methyl Methacrylate resins with hardwearing aggregate and premium pigment manufactured by Ennis-Flint** and must be on the Authorized Material List for methyl methacrylate traffic striping and pavement marking, Category 2. See Appendix.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding method per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03A, "General" of the State Standard Specifications.

84-2.03B Application of Traffic Stripes and Pavement Markings.

84-2.03B(3) Methyl Methacrylate. Methyl Methacrylate shall be applied when the pavement surface and atmospheric temperatures are from 40 to 104 degrees F. It shall also be applied at a minimum thickness of 0.090 inch.

84-2.04 Payment. Payment for striping details and pavement markings shall be included in the lump sum price bid for Striping, and no additional compensation will be allowed.

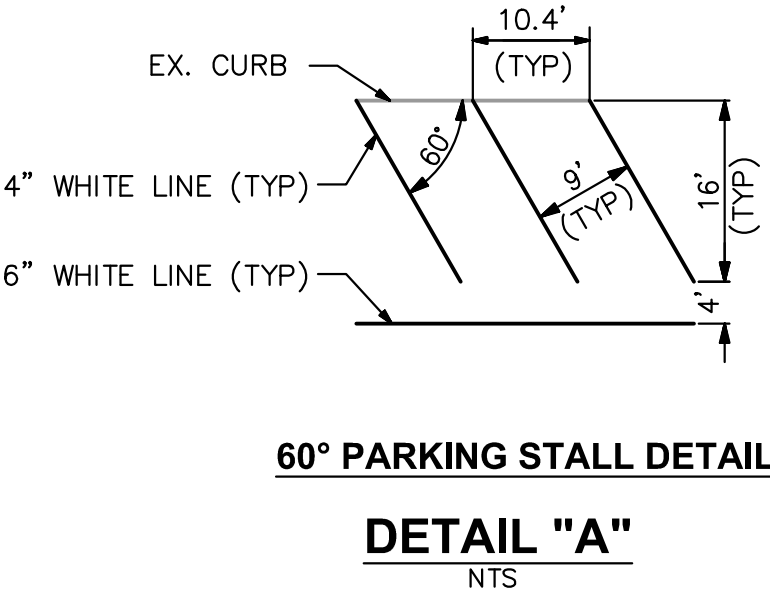
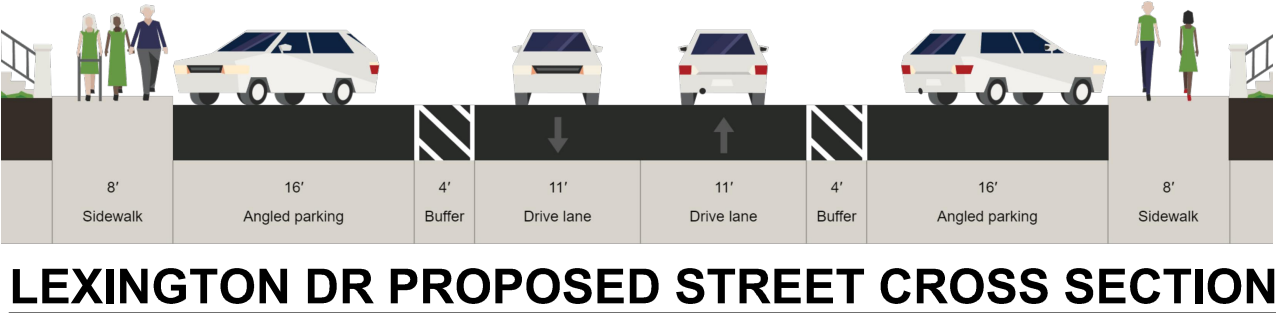
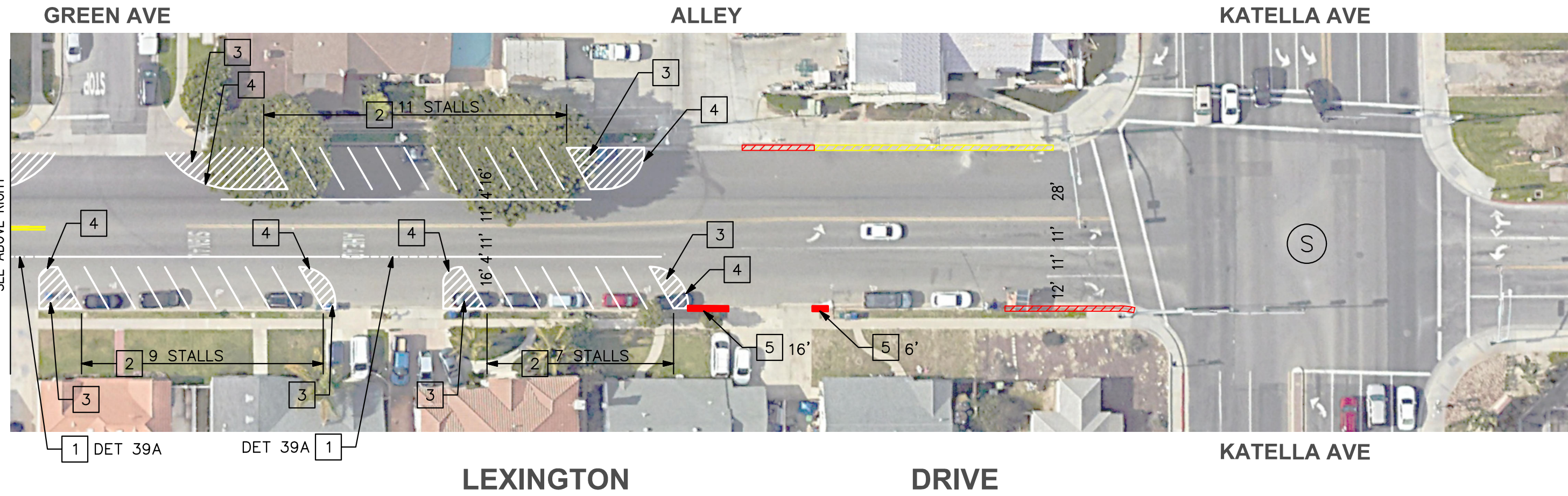
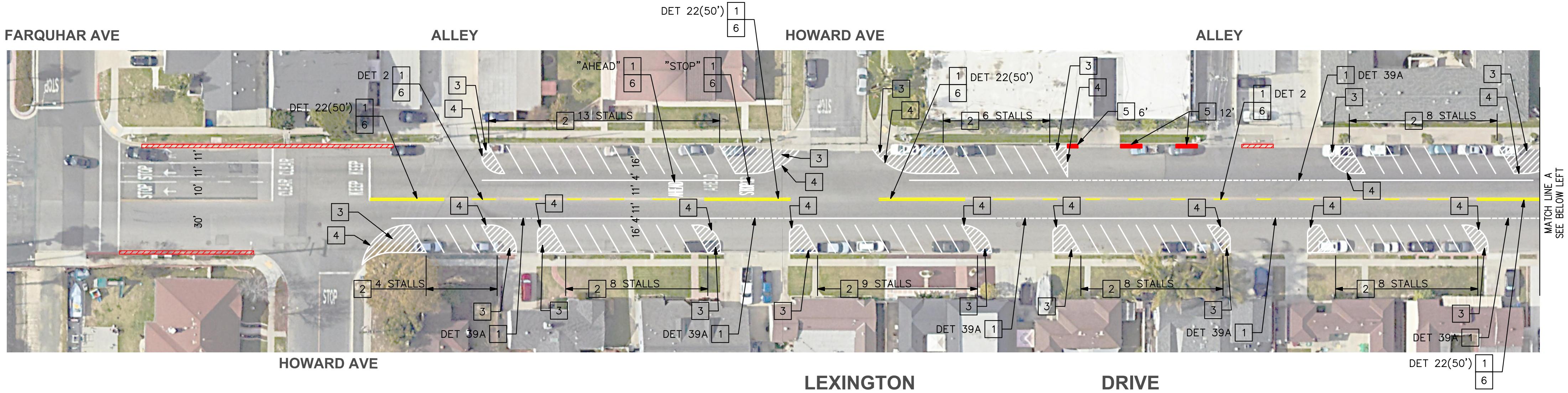
Payment for bicycle colored lane treatments shall be paid per unit price bid per square foot for striping, and no additional compensation will be allowed.

GENERAL NOTES

- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- CENTER LINE STRIPING AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC. ALL OTHER STRIPING SHALL BE TWO COATS PAINT.

CONSTRUCTION NOTES

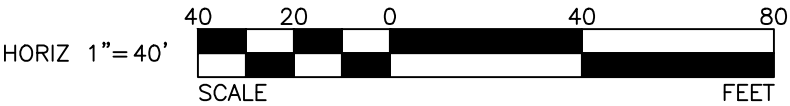
- INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- PAINT 60° DIAGONAL PARKING STALLS (2 COATS) PER DETAIL "A". QUANTITY AS NOTED.
- PAINT 6" WHITE DIAGONALS (2 COATS) AT 45° AT 5' O.C.
- PAINT 6" WHITE LINE (2 COATS).
- PAINT RED CURB (2 COATS). LENGTH AS NOTED.
- REMOVE CONFLICTING STRIPING.



LEGEND

- (S) - SIGNALIZED INTERSECTION
- PROPOSED RED-CURB
- EXISTING YELLOW-CURB
- EXISTING RED-CURB

PARKING STALLS		
	EXISTING	PROPOSED
STANDARD	69	95
TOTAL	69	95



REVISIONS

REFERENCES

WILLDAN Engineering

2401 East Katella Ave, Suite 400, Anaheim, California 92805

714/978-8200 Fax 714/978-8289

DRAWN BY

CHECKED BY

DESIGNED BY

APPROVED

MT

BB

MT/FI

City Engineer

DATE

5/2/2024

5/2/2024

5/2/2024

5/2/2024

CITY OF LOS ALAMITOS

60° ON-STREET PARKING CONCEPT PLAN

LEXINGTON DR

FROM FARQUHAR AVE TO KATELLA AVE

SHEET 1 OF 1

Page 319 of 527

**ENGINEER'S ESTIMATE
FOR
CITY OF LOS ALAMITOS
LEXINGTON DR ON-STREET PARKING STALLS CONCEPT**

4/25/2024

Item No.	Description	Quantity	Unit	Unit Price	Extended Amount
1.	Install Striping complete per plan. (Thermoplastic)	1	LS	\$ 3,400.00	\$ 3,400.00
2.	Install Striping complete per plan. (2-Coat Paint)	1	LS	\$ 12,000.00	\$12,000.00
3.	Paint Red Curb complete per plan. (2-Coat Paint)	34	LF	\$ 5.00	\$ 170.00
Sub total					\$15,570.00
15% Contingency					\$2,335.50
Project Total					\$17,905.50

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11J

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Kain Gallagher, Captain

Subject: Amended Joint Powers Agreement with Integrated Law and Justice Agency for Orange County (ILJAOC)

SUMMARY

It has been seven years since the Integrated Law and Justice Agency for Orange County (ILJAOC) last reviewed and modified its Joint Powers Agreement. Following a question from the Board regarding the order of voting alternates appointed by the Orange County Chiefs and Sheriff's Association, the ILJAOC's Executive Director, Recording Secretary, and Legal Counsel reviewed the Restated and Amended Joint Powers Agreement (the "Agreement"). The following describes the minor amendments proposed to further clarify the Agreement and ensure the practices of the Board conform with the requirements of the Agreement.

RECOMMENDATION

Authorize the Mayor to execute the Joint Powers Agreement with Integrated Law and Justice Agency for Orange County to facilitate the integration and sharing of criminal justice information/data.

BACKGROUND

The purpose of the Integrated Law and Justice Agency for Orange County (ILJAOC) is to collaborate with each Member Agency in utilizing some or all of their authorities to establish an independent entity. This entity's purpose is to streamline and facilitate the integration and exchange of criminal justice information/data. The Member Agencies originally adopted the Joint Powers Agreement (the "Agreement") on September 3, 2008. The Agreement was next amended on June 8, 2015. The Agreement governs the operation of the ILJ. The Agreement is executed by all Member Agencies. And, all Member Agencies must approve the proposed amendments.

DISCUSSION

The following amendments to the Agreement are proposed:

Page 1:

The amendments list the date of the proposed amendment and clarify when the original Agreement was adopted.

Page 1:

The amendment adds the last date the Agreement was restated and amended.

Page 7:

Section 3.01: The amendment clarifies the ongoing membership of the ILJ.

Section 3.02: The amendment confirms that the Orange County Chiefs' and Sheriff's Association shall appoint six Board Members and one alternate Board Member who may serve as a voting member in the event less than all six voting Board Members are present when a vote is called.

Section 3.02: This amendment clarifies that Board Members that do not serve in an elected position may be removed for any reason by their respective appointing authorities and differentiates elected officials who may only be removed by recall.

Page 7-8:

Section 3.03: This amendment requires that each Board Member shall have at least one alternate, and no more than two alternates, with the exception of the elected Board Members who shall have at least one alternate and no more than three alternates.

Page 8

Section 3.04: This amendment distinguishes non-voting Member Agency representatives from the public for purposes of continuing to engage in discussion separate and apart from public comment.

Page 10:

Section 3.16: This allows the Board latitude to appoint legal counsel as it sees fit and mirrors the language of the Board's ability to appoint an Executive Director.

Page 20-21:

Section 8.01: The amendment allows any future amendments to be executed in digital format, by digital signatures, and in counterparts.

Page 23:

The amendment removes the requirement that an Agency's mayor must execute an amendment to the Agreement in recognition of the fact that some or all Member Agencies may have delegated the ability to approve an amendment to the Agreement to a designee of the City Council, and that not all Member Agencies have a mayor.

FISCAL IMPACT

None.

Attachment: 1. Amended Joint Powers Agreement - Integrated Law and Justice Agency for Orange County

**RESTATED AND AMENDED JOINT POWERS AGREEMENT
FOR
INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY
(ILJAOC)**

This Amended Joint Powers Agreement (Agreement) is made and entered into by and between the listed cities, other entities, and County of Orange listed below, collectively referred to as “Member Agencies”. This Amendment to the Agreement is dated October 24, 2022 for reference purposes.

Member Agencies

Anaheim	Fountain Valley	La Palma	Santa Ana
Brea	Fullerton	Laguna Beach	Seal Beach
Buena Park	Garden Grove	Los Alamitos	Superior Court of CA, County of Orange
Costa Mesa	Huntington Beach	Newport Beach	Tustin
County of Orange	Irvine	Orange	Westminster
Cypress	La Habra	Placentia	University of CA, Irvine Police Department
California State University, Fullerton Police Department			

RECITALS

WHEREAS, the Member Agencies entered into an Agreement entitled “Joint Powers Agreement for Integrated Law & Justice Agency for Orange County” originally dated September 3, 2008 to create the Integrated Law and Justice Agency for Orange County; and

WHEREAS, the Member Agencies previously restated and amended said Joint Powers Agreement on June 8, 2015; and

WHEREAS, the Member Agencies desire to restate and amend said Joint Powers Agreement; and

WHEREAS, the Member Agencies have and possess the power and authorization to finance, organize, and establish a public agency to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Member Agencies propose to join together to establish, operate, and maintain an agency for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request services for the benefit of their lands and inhabitants; and

WHEREAS, the Member Agencies anticipate that from time to time it may be necessary to amend this Agreement and/or consider adding new Member Agencies;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I P U R P O S E

1.01 The purpose of the Integrated Law and Justice Agency for Orange County (ILJAOC) is to cooperate with each Member Agency in the exercise of some or all of their powers to establish a separate agency to facilitate the integration and sharing of criminal justice information/data in the manner set forth in this Agreement.

1.02 Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information system needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the ILJAOC created herein, shall not have authority to impair or control any of the Member Agencies' respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall

any Member Agency be required to provide additional personnel, equipment, or services to the ILJAOC, which are not already a part of the Member Agency's current operational costs, or which requires them to modify their non-ILJAOC systems or services, without their consent and full cost reimbursement from other Member Agencies or other revenue sources.

1.03 Each Member Agency expressly retains all rights and powers to use other funds or funding sources to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their information services. Nothing in this Agreement shall be construed to require a Member Agency (i) to disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose, or (ii) to do any act that the Member Agency determines, in its sole discretion, is contrary to law or public policy.

1.04 The ILJAOC is intended to provide criminal justice and law enforcement officials who have a need and right to know, with comprehensive, timely, and accurate information about a criminal suspect or offender, including identity, criminal history, and current justice status. In addition, it is intended to

- a) Allow criminal justice practitioners to maintain legacy databases and share only information that has been agreed upon in advance by a majority vote of the Board or the individual agency affected.
- b) Reduce redundant document preparation, data entry, transmission, and storage.
- c) Strive to identify and achieve common interests to enhance public safety and due process.
- d) Maintain individual privacy rights, preserve protections agencies have for public records and promote appropriate access controls and security.
- e) Support the development of effective criminal justice policy in keeping with the objectives of the Orange County Integrated Law & Justice Strategic Plan

("Strategic Plan") adopted by the Orange County Chiefs & Sheriff's Association in April 2001, and any amendments to that plan as approved by a majority vote of the Board.

- f) Strive for the compatibility of automated systems and processes among the various components of the Orange County Criminal Justice System.
- g) Acknowledge that each Member Agency is responsible for internal agency security for their records, technical support, etc.
- h) Recognize that in order to achieve overall success, resources (personnel, software, hardware, etc.), will be shared willingly and in some cases unequally by the Member Agencies, as long as that cooperation does not adversely impact the mission of the sharing member.
- i) Allow the Member Agencies to work together to implement the adopted Strategic Plan (and subsequent amendments to that plan), for an Integrated Law & Justice System through the information sharing which will result from that collaborative effort.

1.05 Member Agencies are not required to seek approval from the ILJAOC to purchase, install, or modify their own (non-ILJAOC owned) equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities. Furthermore, the ILJAOC has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own (non-ILJAOC owned) resources or services to other entities, which may or may not be members of or served by the ILJAOC. Any changes to software or additional hardware that have been integrated into a Member Agency's existing infrastructure as part of a requirement to implement the initiatives approved by the ILJAOC Governing Board will become the sole property of that Member Agency, when without those enhancements, the agency could no longer operate their systems independent of the ILJAOC.

1.06 Member Agencies may modify, upgrade, or otherwise alter any of their internal systems or processes without approval of the ILJAOC, as long as those modifications do not inhibit the exchange of offender data and systems implemented and/or funded by the prior action of the ILJAOC. Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the ILJAOC for any modification to that Member Agency's internal systems or processes that is mandated by the State, or by any law or regulation governing the affected Member Agency.

1.07 In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

II

CREATION OF THE INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY

2.01 By this Agreement, the Member Agencies hereby create a separate legal entity to be known as the Integrated Law & Justice Agency for Orange County ("ILJAOC"). The Member Agencies may agree on a different name for the ILJAOC.

2.02 The ILJAOC shall possess in its own name, and the Member Agencies delegate to it, the following enumerated powers:

- a) To make and enter into contracts consistent with this Agreement, including, but not limited to, contracts to purchase and/or dispose of supplies and equipment to carry out the implementation of the Strategic Plan and any adopted amendments to that plan.
- b) To receive compensation, gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.
- c) To sue and be sued in its own name.

- d) To apply for an appropriate grant or grants under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.
- e) To appoint committees, adopt rules, regulations, policies, by-laws, and procedures governing the operation of the ILJAOC.
- f) To add Member Agencies to the ILJAOC as approved by the ILJAOC Board in accordance with the terms of this Agreement.
- g) To execute agreements and resolutions consistent with the terms of this Agreement.
- h) To appoint/hire officers, employees, and/or agents.

2.03 Said powers shall be exercised in the manner provided by California law, including, without limitation, the Joint Exercise of Powers provisions of Government Code section 6500, et seq., and, except as expressly set forth herein, the Treasurer/Controller shall be subject to the restrictions upon the manner of exercising such powers as are imposed upon the Member Agency whose employee or officer is designated as the ILJAOC Treasurer/Controller pursuant to Section 3.12 below. The Member Agency's Treasurer/Controller appointed by the Governing Board shall serve a minimum three-year term at the discretion of the Board, so as to minimize any disruptions in carrying out his/her responsibilities.

2.04 Except as provided herein, the member agencies agree that all supplies and equipment purchased by the ILJAOC shall be owned and controlled by the ILJAOC as its sole and separate property and not as property of any Member Agency.

2.05 The ILJAOC shall operate as a separate legal entity and incur debt, separate and apart from the Member Agencies, and its debts, obligations, and liabilities shall be its own and not that of the Member Agencies, except as specifically provided for herein.

III ORGANIZATION

3.01 The membership of the ILJAOC shall be the original Member Agencies, and any additional Agencies whose admission is unanimously approved, in accordance with the terms of this Agreement, by the ILJAOC Governing Board, but shall exclude any Agencies that have opted to withdraw.

3.02 The ILJAOC shall be governed by a voting Board consisting of six (6) Member Police Chiefs, each elected for a three-year term by the Orange County Chiefs' & Sheriff's Association to represent those Member Agencies with Police Departments. The Orange County Chiefs' & Sheriff's Association shall also designate one alternate Member Police Chief to serve as a voting member in the event less than six voting Board Members are present when a vote is called. In addition to the Police Chief representatives, other voting members of the Board will be the Sheriff, the District Attorney, the Chief Probation Officer, the Public Defender, one (1) representative from the Orange County Executive's Office, who will serve at the County of Orange CEO's pleasure, the Presiding Judge of the Orange County Superior Court, the Chief Executive Officer of the Orange County Superior Court, and three (3) City Manager representatives, who shall be elected for a minimum of three-year terms by the Orange County City Managers Association, with at least one (1) of those City Manager representatives being from a "contract city" in the County. Each Board member, or in the absence of a Board member, an alternate designated in advance by each said Board Member, shall have one vote on all matters before the Board. Such alternate members may be replaced from time-to-time at the appointing Board Member's discretion. All non-elected Board Members may be removed with or without cause by their respective appointing authorities.

3.03 Each Board Member, with the exception of the Sheriff, District Attorney, and Public Defender, shall designate at least one alternate and no more than two alternates to attend meetings and vote on behalf of the Board Member's respective Member Agency. The Sheriff, District Attorney, and Public Defender shall each designate at least one alternate

and no more than three alternates to attend meetings and vote on behalf of the Board Member's respective Member Agency.

3.04 The representatives of non-voting Member Agencies shall be permitted to engage in discussion of agenda items with voting Board Members, including the time period after a motion has been made and before a vote is taken, and shall not be considered members of the public at any ILJAOC meeting for purposes of public comment.

3.05 Each voting Board member shall hold office until a successor is selected, elected, hired or appointed under the powers of this Agreement and each Member Agency. The term of a Board member or alternate (both voting and non-voting) who is a public official or employee of a Member Agency shall terminate upon such Board Member leaving his or her position with the Member Agency. The vacancy of such a member who has left his or her position shall be filled by selection, election, or appointment according to the selection process adopted by this Agreement and the Member Agency whose representative has left his or her position.

3.06 Board members and alternates shall not receive compensation for their service on the ILJAOC Board, but they may be reimbursed by the ILJAOC for reasonable expenses incurred in conducting the business of the ILJAOC, as provided in this Agreement, when the expenses are not paid or reimbursed by their respective employing Member Agencies.

3.07 The principal office of the ILJAOC shall be established by the Board and shall be located within the County of Orange. The Board may change the principal office from one location to another within the County of Orange. Any change of address shall be noted by the Board but shall not be considered an amendment to this Agreement.

3.08 The Board shall meet at a location as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. A copy of such resolution shall be furnished to the Member Agencies. All meetings of the Board, including regular, adjourned, and special meetings, shall be called

and held in a manner as provided in the Ralph M. Brown Act, Chapter 9, Division 2, Title 5 of the California Government Code commencing with section 54950 et seq., as amended

3.09 All of the powers and authority of the ILJAOC shall be exercised by the Board unless specifically delegated, to the extent permitted by law, or reserved to the Member Agencies under this Agreement. Unless otherwise provided herein, each voting Board Member shall be entitled to one (1) vote. Except as otherwise provided herein, a majority of the full voting membership of the Board or their alternate present at a properly noticed meeting, shall constitute a quorum for purposes of transacting business. A majority vote of that quorum may adopt any motion, resolution, or order and take any other action appropriate to carry forward the objectives of the ILJAOC pursuant to this Agreement, with the exception of the adoption of the budget or other appropriations in excess of the adopted budget as outlined in Section 4.04 of this Agreement, in which case a two-thirds majority of the entire voting membership or their alternates is required for approval.

3.10 The Board shall designate a recording secretary to establish, distribute, and post agenda notices as required by law, keep the minutes of all open meetings of the Board, and cause a copy of such minutes to be forwarded to each Member Agency within a reasonable time after each meeting.

3.11 The Board may adopt policies, rules, and regulations for the conduct of its administrative affairs and that of the ILJAOC as may be required and that are consistent with this Agreement.

3.12 Where this Agreement requires an approval of a resolution or ordinance by any Member Agencies in any matter, the approval shall be evidenced by a certified copy of the resolution or ordinance of the governing body of such Member Agency filed with the ILJAOC. It shall be the responsibility of the Board to provide certified copies of said actions.

3.13 On an annual basis, the Board shall elect two Board members to act as Chair and Vice-Chair of the Agency for the purpose of conducting the Board meetings and performing other duties as required. The Vice-Chair may carry out all the duties of the Chair in his/her absence.

3.14 The Board shall appoint an officer or employee of a Member Agency to hold the offices of Treasurer and Controller ("Treasurer/Controller"), whose duties shall be in conformance with Government Code sections 6505 and 6505.5, and whose salary, if any, shall be established by the Board. The Treasurer/Controller shall also administer all contracts subsequent to the Board's approval and shall contract with a certified public accountant to make an annual audit of the accounts and records of the ILJAOC as provided in Government Code section 6505. The annual audit shall be submitted to the Board and each Member Agency when completed. The budget, covering a budget cycle set by the Board, shall be prepared by the Treasurer/Controller for the approval by the Board. The ILJAOC's investment policies shall be the policies of the Member Agency of the Treasurer/Controller, as those may be modified by the Board of the ILJAOC. The cost of the Treasurer/Controller in carrying out his/her duties, including, with limitation, any outside professional services, shall be reimbursed by the ILJAOC.

3.15 The Board shall have the power to appoint/hire additional officers, employees, or agents. Any officer, employee, or agent of the ILJAOC who is an officer, employee, or agent of any of the Member Agencies will continue to be subject to the Member Agency's personnel system. However, the ILJAOC may hire employees that are subject to the personnel system of the ILJAOC and said employees shall not be considered employees of any Member Agency. Any person from any Member Agency appointed by the Board to fulfill a staff position with the ILJAOC shall possess appropriate qualifications to carry out his or her responsibilities.

3.16 The Board may appoint legal counsel, by contract or otherwise, to provide legal counsel to the Board, Executive Director, and any other ILJAOC staff regarding the operations of the ILJAOC.

3.17 The officers of the ILJAOC Board shall perform all duties customary and appropriate to their respective offices and:

- a) After approval by the ILJAOC Board, the Board Chair shall sign all contracts on behalf of the ILJAOC Board.

- b) The secretary shall perform such duties as assigned by the Board and shall keep minutes of the Board meetings.
- c) The Treasurer/Controller shall be bonded in the amount to be determined by the Board and the bond fee shall be paid by the ILJAOC. The Treasurer/Controller shall perform the duties as set forth in this Agreement.

3.18 The Board may appoint an Executive Director by contract or otherwise to oversee day-to-day operations of the ILJAOC. The Executive Director shall manage the daily operations of the ILJAOC and supervision of any other ILJAOC employees.

3.19 All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all relief, pension, disability, worker's compensation, and other benefits which apply to the activities or omissions of officials, officers, employees, volunteers, or agents of any of the Member Agencies when performing their respective functions for their respective Member Agency shall apply to such person(s) to the same degree and extent while they are assigned to the ILJAOC to perform and are performing any of the functions and other duties of the ILJAOC pursuant to authority granted by this Agreement. None of the officials, officers, agents, volunteers, or employees of a Member Agency appointed to the Board or performing services at the direction of the ILJAOC shall be deemed by reason of their appointment or service to be employed by any of the other Member Agencies or the ILJAOC or be subject to any of the requirements of the other Member Agencies.

IV BUDGET AND DISBURSEMENTS

4.01 The Board shall adopt a budget for the ensuing fiscal year(s) pursuant to procedures developed by the Board. At the conclusion of each fiscal year, the Treasurer/Controller shall make a report to the Board regarding the excess or deficiency of revenues over (or under) expenditures. Such report shall include "budget to actual" comparisons based upon the previously adopted budget. Upon receipt of the report, the Board shall determine what extent, if any, unexpended budgetary appropriations shall be

re-appropriated or whether any excess of revenues over expenditures shall be allocated or expended.

4.02 The Treasurer/Controller shall draw warrants upon the approval and written order of the Board or the Board's Executive Director. The Board shall requisition the payment of funds only upon approval of such claims or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and by-laws adopted by the Board.

4.03 All funds received by the Treasurer/Controller for services provided by the ILJAOC, will be placed in object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Board on a quarterly basis, unless otherwise required by the Board.

4.04 All expenditures within the approved budget shall be made upon the approval of the Treasurer/Controller in accordance with the rules, policies, and procedures adopted by the Board. No expenditure in excess of those budgeted shall be made without the two-thirds majority approval of the entire Board, and the budget shall thereafter be revised and amended.

4.05 The records and accounts of the ILJAOC shall be audited annually by an independent certified public accountant and any cost of the audit shall be paid by the ILJAOC. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. Copies of such audit report shall be filed with each Member Agency no later than fifteen (15) days after receipt of said audit by the Board.

4.06 The Member Agencies have agreed by resolution through their respective Governing Authorities to fund on a shared basis, the costs of the ILJAOC operations, and capital in excess of any grant funds, through annual budget appropriations. Each Member Agency's agreement to provide such funds in fiscal years after the fiscal year in which the

original ILJAOC Joint Powers Agreement was executed, is contingent upon appropriation by the governing body of that Member Agency of sufficient funds for that purpose. The subject resolutions shall not limit the authority of each Member Agency to cease appropriations for the ILJAOC operations as determined by their respective Governing Authorities, provided, however, that a decision to cease appropriations shall be subject to the terms of Section 6.02 below. In addition, where the ILJAOC has an obligation under the terms of this Agreement to reimburse a Member Agency for providing personnel, equipment, and/or services to the ILJAOC, the Member Agency providing such personnel, equipment, and/or services may waive its right to reimbursement. When a Member Agency incurs costs eligible for reimbursement under the terms of this agreement, those costs shall include only those which are not part of the Member Agency's pre-existing infrastructure/operation prior to the effective date of this Agreement. They also shall not include overhead charges. Costs for the ILJAOC operations referenced in accordance with this Section 4.06 shall be shared as follows:

- a) Member Agencies with Municipal Police Departments and the Orange County Sheriff's Department, which serves the unincorporated area of the County as well as their "contract cities," shall be determined on a per capita served basis, with the combined total amount not to exceed 80% of total costs.
- b) County of Orange; an amount not to exceed 15% of total costs.
- c) The Superior Court of California, County of Orange; an amount not to exceed 5% of total costs.
- d) The University of California Police Department; an amount not to exceed 0.75% of total costs.
- e) California State University, Fullerton Police Department, an amount not to exceed 0.75% of total costs.

4.07 The Member Agencies acknowledge and agree that the ILJAOC will act as a conduit for the management, direction, and provision of integrated services to the

Member Agencies and to other public agencies that contract with ILJAO for such services.

4.08 Based on information provided by the Executive Director or other designated representatives of the ILJAO, the Treasurer/Controller shall keep a written account of any services provided to other public agencies by the ILJAO. All revenues received from other public agencies contracting or receiving services from the ILJAO for services shall be used to offset the costs incurred by the ILJAO. The Governing Board shall determine whether those funds shall be placed in a Capital Reserve or otherwise allocated in the ILJAO's Budget and/or projected costs to Member Agencies.

4.09 In establishing rates for services to non-Member Agency public agencies, the Board shall assure that the contracts for such services provide for the reimbursement of the actual expenses of providing all services of the ILJAO, including insurance coverage for the ILJAO's personnel and equipment. Payment for the ILJAO services by contracting public agencies shall be made on a monthly basis, or no less frequently than on a quarterly basis (unless paid in advance) to the Treasurer/Controller of the ILJAO. The Treasurer/Controller shall provide a written quarterly account to the Board of all revenues and expenses of the ILJAO services to other public agencies.

4.10 The ILJAO budget shall include the provision for a Capital Replacement fund that will provide for, among other things, the replacement of the equipment owned and operated by the ILJAO. The ILJAO Board annually shall recommend to the Member Agencies amounts needed for Capital Replacement. The amount of the provision for Capital Replacement in each ILJAO annual budget will depend on the amounts appropriated by the Member Agencies for such purposes during each fiscal year. Said funds shall be transferred to the ILJAO monthly by the Member Agencies for deposit in the ILJAO's Capital Replacement fund. The actual purchase of new equipment and disposal of unneeded equipment shall be done whenever determined appropriate and justified by the Board.

4.11 All revenues derived from service contracts with other public agencies shall be maintained in a separate revenue account for the ILJAO. The Treasurer/Controller

shall be responsible for accounting for all such revenue. The Board shall be responsible for determining the appropriate allocation of such funds as part of the budget adoption process.

V

LIABILITIES

5.01 Except as provided in Section 8.05 of this Agreement, the ILJAOC and the Member Agencies agree, to the extent allowed by law, that the Member Agencies shall be fully protected from any loss, injury, liability, damage, claim, lawsuit, cost, or expense arising out of, or in any way related to, the performance of this Agreement by the ILJAOC. Accordingly, the provisions of this Agreement should be broadly construed in favor of protection for the Member Agencies and interpreted to provide the fullest possible protection to the Member Agencies and Member Agency's officials, officers, agents, volunteers, and employees. ILJAOC acknowledges that the Member Agencies would not have entered into this Agreement in the absence of the commitments of the ILJAOC as specified in this Article V.

5.02 The Member Agencies acknowledge that each Member Agency may be assigning its own personnel to a cooperative pool of personnel to provide service to the ILJAOC. The ILJAOC shall be solely responsible for and retain all debts, liabilities, and other obligations for all activities of the ILJAOC, and shall maintain sufficient insurance coverage in effect at all times to cover any such claim, loss, liability, or obligation, as recommended by the ILJAOC Risk Manager and approved by the Board.

5.03 Except as provided in Section 8.05, the ILJAOC shall protect, defend, indemnify, and hold free and harmless the Member Agencies and their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by ILJAOC employees or employees of Member Agencies who are performing ILJAOC functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any

way connected with the negligent acts or failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the ILJAOC. In addition, and without limiting the foregoing indemnification obligation, except as provided in Section 5.04, the ILJAOC will maintain sufficient insurance coverage in effect at all times as recommended by their Risk Manager, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

5.04 Any contract with a non-member public agency (“non-Member Agency”) receiving services from the ILJOAC shall include a mutual indemnification provision wherein the non-Member Agency and the ILJAOC shall mutually agree to defend and indemnify the other in an amount equal to its proportionate share of liability on a comparative fault basis. The contract shall also provide that: 1) The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the contract; and 2) The obligation of the non-Member Agency and the ILJAOC pursuant to the indemnification provision will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contractor of the non-Member Agency or the ILJAOC. Notwithstanding the foregoing, in situations where a non-Member Agency lacks the authority to enter into an agreement containing the specific terms specified above in this Section 5.04, the ILJAOC may enter into an agreement without such terms (or including only some of those terms) only after (1) a finding by and affirmative vote of a two-thirds majority of all voting Board members, or their alternates, that the risk of entering into such an agreement is outweighed by the benefit to be obtained by entering into the agreement, and (2) a determination by the ILJAOC’s Risk Manager that insurance provisions applicable to the agreement are adequate given the specific risks presented.

5.05 Member Agencies shall be responsible for the continued provision of worker's compensation coverage for the officers or employees of the Member Agencies that are assigned to provide services to the ILJAOC and/or serve as officers or employees of the ILJAOC. In this regard, each Member Agency shall defend, indemnify, and hold harmless the ILJAOC and any other Member Agencies, and their respective officials

officers, employees, contractors, agents, and representatives with respect to any claim, loss, liability, damage, lawsuit, cost, or expense, including attorney's fees and costs, that arises out of, or is in any way related, to any industrial/worker compensation injury sustained by an officer or employee of the indemnifying Member Agency during the performance of service to the ILJAOC or the other Member Agencies under this Agreement.

5.06 ILJAOC shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the ILJAOC and each Member Agency from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance.

The Risk Manager, or his/her designee, of one Member Agency shall be designated by the Board, with the consent of the Member Agency, as the "ILJAOC Risk Manager" and shall act in an advisory capacity to the ILJAOC Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. Should a Member Agency Risk Manager not be available to serve the ILJAOC, the Board may designate someone who has comparable experience to serve in that capacity. The ILJAOC Risk Manager will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

During the term of this Agreement, the ILJAOC shall purchase and maintain sufficient amounts of commercial insurance coverage at the equally shared cost to the Member Agencies. The types, limits, retention levels, deductibles, policy forms, and carriers providing the above required insurance coverages shall be recommended by the ILJAOC Risk Manager to the Board for its approval, consistent with this Agreement.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.01 Additional public agencies may become Member Agencies of the ILJAOC upon such terms and conditions as are determined by the Board, and upon the unanimous

consent of the ILJAOC Governing Board, so long as such addition(s) are not projected to increase costs to existing Member Agencies. Upon approval by the ILJAOC Governing Board, a written amendment to this Agreement shall be executed by all of the existing Member Agencies, as well as the additional Member Agency. Should increased costs to existing Member Agencies be anticipated due to the addition of a new public agency, unanimous approval must be received from the governing bodies of the existing Member Agencies, as evidenced by approval of resolutions and the execution of a written amendment to this Agreement by all of the Member Agencies, including the additional Member Agency.

6.02 Member Agencies have the right to withdraw from the ILJAOC. Such withdrawals, either voluntarily or involuntarily, shall be conditioned as follows:

- a) Involuntary withdrawal shall mean those circumstances where a Member Agency must withdraw due to fiscal or budgetary impact of that Member Agency that results in the discontinuance or reduction of the funding for personnel, services, or equipment by that Member Agency.
- b) In the case of a voluntary withdrawal, written notice shall be given one hundred eighty (180) days prior to the end of a fiscal year except that such notice requirement may be shortened (i) by unanimous approval of the Board members present at the meeting at which the Board considers shortening the notice requirement, or (ii) upon breach of this Agreement by the ILJAOC or any Member Agency, in which case the withdrawing Member Agency may withdraw effective at any time.
- c) Neither voluntary nor involuntary withdrawal shall relieve the withdrawing Member Agency of its obligations for its proportionate share of any debts or other liabilities incurred by the ILJAOC prior to the effective date of the Member Agency's withdrawal (with the exception of new purchases of capital equipment after the date of the Member Agency's notice of withdrawal), nor any liabilities imposed upon or incurred by the Member

Agency pursuant to this Agreement prior to the effective date of the Member Agency's withdrawal.

- d) The withdrawing Member Agency shall retain all rights and claims relating to revenues received by the ILJAOC during the time period that the Member Agency provided personnel, services, or equipment under the ILJAOC direction.
- e) The withdrawing Member Agency shall be entitled to remove its personnel and any equipment whose title was not transferred in writing to the ILJAOC from the possession and control of the ILJAOC, regardless of the impact on the ILJAOC or its continued operation. The withdrawing Member Agency may also recover any other equipment no longer needed by the ILJAOC, including equipment it previously transferred to the ILJAOC, according to the terms and conditions determined by the Board in its sole discretion to be fair and equitable. The ILJAOC Board may choose to exempt a Member Agency from any of the listed conditions, but may not impose any conditions other than those listed.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.01 The ILJAOC shall continue to exist and exercise the powers herein until this Agreement is terminated by a vote of two-thirds of the entire Board; provided, however, that no termination shall be complete and final until the ILJAOC has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the ILJAOC.

7.02 Termination shall occur upon:

- a) The written consent of all Member Agencies; or

b) Upon the withdrawal from the ILJAOC of a sufficient number of the Member Agencies that results in a lack of effectiveness as determined by a two-thirds vote of the remaining Board Members; and

1. Full satisfaction of all outstanding financial obligations of the ILJAOC; and

2. All other contractual obligations of the ILJAOC have been satisfied.

7.03 In the event of the termination of this Agreement, any funds remaining following the discharge of all obligations shall be disposed of by returning to each current Member Agency of the ILJAOC immediately prior to the termination of this Agreement, a share of such funds proportionate to the contribution made to the ILJAOC by said Member Agency, to the extent determined by the Board in its sole discretion to be fair and equitable.

7.04 Notwithstanding any other provisions of this Agreement, the Member Agencies agree to abide by the following procedure for selling of equipment in the event this Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, the Member Agencies each shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board, which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Member Agencies in a manner consistent with the cost-sharing format outlined in Paragraph 4.06 (a), (b), and (c) of this Agreement, and any modifications to that formula adopted by the Board.

VIII

MISCELLANEOUS

8.01 Amendments

Except as otherwise specified in this Agreement, this Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the ILJAOC. An Amendment to this Agreement may be executed in any number of actual or digital counterparts. The counterparts together will be taken to constitute one and the same instrument. An Amendment will have effect upon execution by all Member Agencies.

8.02 Notices

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Member Agencies, shall be deemed to have been received by the Member Agency to whom the same is addressed at the expiration of five (5) days after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

8.03 Effective Date

This Agreement shall be effective at such time as this Agreement has been executed by the majority of the voting Member Agencies enumerated in the introduction of this Amended Agreement.

8.04 Conflicts of Interest

No official, officer or employee of the ILJAOC or any Member Agency shall have any financial interest, direct or indirect, in the ILJAOC. Nor shall any such officer or employee participate in any decision relating to the ILJAOC that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

8.05 Mediation

- a) Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the ILJAOC, with respect to the ILJAOC's operations, or to any claims, disputes, demands,

differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

- b) The Member Agency desiring to initiate mediation shall give notice of its intention to every other Member Agency and the ILJAOC. Such notice shall designate such other Member Agencies as the initiating Member Agency intends to have bound by any award made therein.
- c) Each Member Agency involved in the mediation shall bear its own legal costs, including attorney fees.

8.06 Partial Invalidity

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.07 Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies hereto.

8.08 Assignment

A Member Agency shall not assign any rights or obligations under this Agreement without the written consent of all other Member Agencies.

8.09 Execution

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

8.10 Entire Agreement

This Agreement supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the ILJAOC and all Member Agencies.

Dated:

CITY OF: _____

By: _____

Title: _____

ATTEST:

Clerk of the City of _____

APPROVED AS TO FORM:

City Attorney

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11K

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for Tree Maintenance Services (RFP 2024-01)

SUMMARY

The deadline for responding to RFP 2024-01 was April 23, 2024. Nine proposals were received. Staff recommends awarding the bid to West Coast Arborists, Inc.(WCA) for the City's tree maintenance services.

RECOMMENDATION

1. Award of bid for the tree maintenance services in the amount not to exceed \$105,000 annually for a three-year contract to West Coast Arborists, Inc.; and,
2. Authorize the City Manager to approve two optional three-year extensions subject to the Consumer Price Index (CPI) increase with a cap of 2.5%; and,
3. Authorize the City Manager to execute the contract with West Coast Arborists, Inc. in a form approved by the City Attorney.

BACKGROUND

The City entered into the current contract with West Coast Arborists (WCA) in June 2020 for tree maintenance services. WCA provides scheduled grid trimming of parkway trees, tree removals, stump removal, tree planting, emergency tree work, and arborist services. Northstar Landcare handles tree maintenance in the island medians.

On May 15, 2023, the City Council approved Amendment No. 3, exercising the last one-year extension under the contract with WCA, which is set to expire on June 15, 2024. On March 18, 2024, the City Council approved releasing a Request for Proposal (RFP) for Tree Maintenance Services.

DISCUSSION

On March 19, 2024, staff released an RFP for Tree Maintenance Services. The objective of the RFP is to secure reliable tree maintenance services to maintain the City's urban forest for the health of the trees, the enjoyment of the residents, and the environment.

The scope of service sought from this RFP included the following:

- Maintenance of approximately 2,478 trees in the City's parkways, parks and civic center area.
- Tree planting and tree removal.
- Emergency tree services as needed.
- Grid trimming of trees in the residential area at least every three (3) years.
- Trimming of trees at the arterial and commercial areas on as needed basis.
- Tree inventory.

Key components on the upcoming tree maintenance program include the following:

- One 3-year contract with two optional 3-year extensions for a possible nine-year term.
- The two 3-year extensions are subject to a Consumer Price Index (CPI) increase with a cap of 2.5%.
- Authorization for the City Manager to approve 10% of the contract price for additional services, if needed.

On April 23, 2024, the City received nine (9) proposals from the following tree contractors:

1. Great Scott Tree Service, Inc.
2. Greenfield Landscaping & Maintenance, Inc.
3. Ramirez Tree Service
4. Northstar Landcare
5. SGD Enterprises DBA Four Seasons Landscaping
6. United Pacific Services, Inc.
7. WCA

Staff reviewed and rated the proposals based on the following criteria: 1) completeness of proposal; 2) qualification; 3) approach; 4) reference; and 5) reasonableness of cost and price. After evaluating all proposals based on the criteria, WCA's proposal represents the best overall value to the City.

WCA provided a technically responsive and competitively priced proposal. WCA's cost per tree trimming is \$88.00 per tree, the second-lowest price per tree from the proposals received. Although United Pacific Services, Inc. and Ramirez Tree Service had a lower price per tree trimmed at \$82.00 per tree, their proposals were not responsive to the technical questions. WCA has extensive experience in tree maintenance and management and has been in business for 51 years. They have served various municipalities, including Anaheim, Buena Park, Culver City, El Segundo, Fullerton, Newport Beach, Ontario, and Redondo Beach. WCA has served the City of Los Alamitos for the past four years under the current contract set to expire on June 15, 2024. WCA will also provide the City with their ArborAccess tree management program for the City's tree inventory, billings, and work orders at no cost to the

City.

Other contractors qualified to provide tree maintenance services to the City were Golden West Arbor Services, Inc., Great Scott Tree Service, Mariposa Tree Management Inc., and Northstar Landcare. WCA's pricing per tree trimming was lower than these contractors. Greenfield Landscaping & Maintenance, Inc. and Ramirez Tree Service needed to be more responsive to the technical questions.

FISCAL IMPACT

Tree maintenance funding will be included in the Fiscal Year 2024-2025 Budget request, with the Grid Tree Pruning being expended with Measure M funds and the on-call services being expended out of the Development Services—Public Works Street Division Budget.

- Attachment:
1. Landscape Maintenance Agreement - West Coast Arborists, Inc.
 2. RFP Cost Evaluation
 3. RFP Overall Evaluation

LANDSCAPE MAINTENANCE SERVICES AGREEMENT WEST COAST ARBORISTS, INC.

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“Agreement”) is made and entered into, to be effective this 1ST day of July 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and West Coast Arborists, Inc., a California Corporation, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide landscape maintenance services for City parkways, medians, landscape areas and parks.

B. In response to City’s formal Request for Proposals No. 2024-01 (RFP), dated March 2024, Contractor has submitted to City a written proposal, dated April 23, 2024, to provide the desired landscape maintenance services.

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

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Tree Maintenance Services Proposal, dated April 23, 2024, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. 2024-01, dated March 2024; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority

document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor's Proposal.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed One Hundred Five Thousand Dollars and Zero Cents (\$105,000) annually. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for an initial term of three (3) years, and may thereafter be extended by mutual written agreement of the Parties for up to two additional three (3) year terms.

4. COORDINATION OF PROJECT SERVICES

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

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

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

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

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

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

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

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

6. INDEMNIFICATION

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

attorneys' fees and other related costs and expenses.

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

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

The Contractor's indemnification obligation shall survive termination of this Agreement.

7. REPORTS AND RECORDS

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

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

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

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall

not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

8.6 Termination for Default of Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10)

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and

employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

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

To City:

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

With copy to:

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

To Contractor:

West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim, CA 92806
pmahoney@wcainc.com

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

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

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

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

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

10.7 Prevailing Wages. The City has determined that the Project Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Project Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected and appointed officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

10.7.1. 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 the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

10.7.2 Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

10.7.3 Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

10.7.4 Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

10.7.5 Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

10.7.6 Contractor shall comply with the provisions of California 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 itself and all of its subcontractors.

10.7.7 Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (*See, e.g., Cal. Labor Code §1815.*)

10.7.8 Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

"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 Agreement."

10.7.9 Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public

Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____

Chet Simmons

City Manager

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____

Michael S. Daudt

City Attorney

By: _____

Windmera Quintanar, MMC

City Clerk

“Contractor”

West Coast Arborists, Inc.

By: _____

Patrick Mahoney

President

By: _____

Richard Mahoney

Assistant Secretary

TREE RFP - COST EVALUATION

			Golden West Arbor Services, Inc.	Great Scott Tree Service, Inc.	Greenfield Landscaping & Maintenance, Inc.	Ramirez Tree Service (Innovative Tree Company)	Mariposa Tree Management, Inc.	Northstar Landcare	SGD Enterprises Four Seasons Landscaping	United Pacific Services, Inc.	West Coast Arborists, Inc.
		Est. # of Trees	6	7	8	1	3	5	4	1	2
Unit Cost			\$110	\$125	\$145	\$82	\$89	\$109	\$105	\$82	\$88
Grid 5	277	1st Year	\$73,040	\$83,000	\$96,280	\$54,448	\$59,096	\$72,376	\$69,720	\$54,448	\$58,432
Grid 6	387										
Grid 2	268	2nd Year	\$65,120	\$74,000	\$85,840	\$48,544	\$52,688	\$64,528	\$62,160	\$48,544	\$52,096
Grid 4	324										
Grid 1	260	3rd Year	\$59,180	\$67,250	\$78,010	\$44,116	\$47,882	\$58,642	\$56,490	\$44,116	\$47,344
Grid 3	278										
Total 3-Years (Residential Grid Trimming)			\$197,340	\$224,250	\$260,130	\$147,108	\$159,666	\$195,546	\$188,370	\$147,108	\$157,872
Arterials	684		\$75,240	\$85,500	\$99,180	\$56,088	\$60,876	\$74,556	\$71,820	\$56,088	\$60,192
Grand Total Grid Trimming			\$470,030	\$534,125	\$619,585	\$350,386	\$380,297	\$465,757	\$448,665	\$350,386	\$376,024
2) FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS:											
Tree Size/Type of Tree	Unit		Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit
0"-6" dbh	Per Tree		\$250.00	\$35.00	\$125.00	\$50.00	\$45.00	\$57.00	\$50.00	\$53.00	\$88.00
7"-30" dbh	Per Tree		\$550.00	\$195.00	\$140.00	\$82.00	\$135.00	\$109.00	\$150.00	\$120.00	\$118.00
31" dbh & over	Per Tree		\$750.00	\$145.00	\$165.00	\$148.00	\$225.00	\$194.00	\$250.00	\$275.00	\$168.00
Washingtonia Robusta	Per Tree		\$150.00	\$85.00	\$145.00	\$82.00	\$99.00	\$109.00	\$150.00	\$125.00	\$88.00
Phoenix Canariensis	Per Tree		\$275.00	\$85.00	\$145.00	\$82.00	\$220.00	\$125.00	\$150.00	\$395.00	\$88.00
Palm Prune	Per Tree		\$110.00	\$85.00	\$135.00	\$82.00	\$83.00	\$125.00	\$150.00	\$75.00	\$88.00
Palm Tree Skinning	Per Tree		\$250.00	\$20.00	\$105.00	\$20 linear	\$25.00	\$26.00	\$50.00	\$375.00	\$88.00
3) CLEARANCE PRUNE											
TREE SIZE	Unit		Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit
Small, Medium & Large Trees	Per Tree		\$85.00	\$45.00	\$125.00	\$50.00	\$65.00	\$63.00	\$100.00	\$65.00	\$58.00
4) TREE & STUMP REMOVAL											
Description	Unit		Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit
Tree and stump removal 0-30"	Per dbh inch		\$95.00	\$34.00	\$85.00	\$40.00	\$51.00	\$45.00	\$50.00	\$36.00	\$45.00
Tree and stump removal over 31"	Per dbh inch		\$95.00	\$34.00	\$95.00	\$50.00	\$58.00	\$54.00	\$55.00	\$52.00	\$45.00
Tree removal only 0-30"	Per dbh inch		\$70.00	\$24.00	\$85.00	\$28.00	\$38.00	\$42.00	\$48.00	\$24.00	\$35.00
Tree removal only 31" and over dbh	Per dbh inch		\$70.00	\$24.00	\$95.00	\$38.00	\$46.00	\$52.00	\$53.00	\$38.00	\$35.00
Stump removal only	Per dbh inch		\$60.00	\$12.00	\$75.00	\$18.00	\$23.00	\$24.00	\$25.00	\$25.00	\$20.00
5) TREE PLANTING:											
Size/Type of Tree	Unit		Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit	Cost Per Unit
15-gallon tree with root barrier -no watering	Per Tree		\$350.00	\$149.00	\$250.00	\$158.00	\$200.00	\$194.00	\$150.00	\$298.00	\$200.00
15-gallon tree without root barrier -no watering	Per Tree		\$320.00	\$119.00	\$225.00	\$130.00	\$185.00	\$159.00	\$160.00	\$198.00	\$180.00
24-gallon box tree with root barrier -no watering	Per Tree		\$650.00	\$289.00	\$285.00	\$280.00	\$475.00	\$356.00	\$400.00	\$475.00	\$400.00
24-gallon box tree without root barrier-no watering	Per Tree		\$620.00	\$259.00	\$250.00	\$258.00	\$450.00	\$330.00	\$400.00	\$360.00	\$375.00
15-gallon tree with Root Barrier and 90-day watering	Per Tree		\$375.00	\$189.00	\$315.00	\$360.00	\$250.00	\$300.00	\$250.00	\$498.00	\$375.00
15-gallon tree without Root Barrier and 90-day watering	Per Tree		\$350.00	\$159.00	\$255.00	\$330.00	\$235.00	\$275.00	\$250.00	\$398.00	\$335.00
24-gallon tree with Root Barrier and 90-day watering	Per Tree		\$675.00	\$339.00	\$315.00	\$484.00	\$555.00	\$420.00	\$550.00	\$675.00	\$595.00
24-gallon tree without Root Barrier and 90-day watering	Per Tree		\$650.00	\$289.00	\$340.00	\$432.00	\$530.00	\$400.00	\$550.00	\$560.00	\$575.00
36-gallon tree with root barrier -no watering	Per Tree		\$975.00	\$595.00	\$285.00	\$398.00	\$1,250.00	\$760.00	\$975.00	\$1,587.00	\$1,400.00
36-gallon tree without root barrier -no watering	Per Tree		\$950.00	\$535.00	\$325.00	\$372.00	\$1,175.00	\$735.00	\$975.00	\$1,150.00	\$1,300.00
36-gallon tree with Root Barrier and 90-day watering	Per Tree		\$990.00	\$645.00	\$385.00	\$598.00	\$1,400.00	\$850.00	\$1,200.00	\$1,787.00	\$1,900.00
36-gallon tree without Root Barrier and 90-day watering	Per Tree		\$9,801.00	\$585.00	\$350.00	\$572.00	\$1,350.00	\$815.00	\$1,200.00	\$1,350.00	\$1,800.00
6) TREE PLANTING:											
Crew Rental	Per Hour		\$685	\$360.00	\$125.00	\$280.00	\$305.00	\$22.00	\$300.00	\$315.00	\$330.00

			Golden West Arbor Services, Inc.	Great Scott Tree Service, Inc.	Greenfield Landscaping & Maintenance, Inc.	Ramirez Tree Service (Innovative Tree Company)	Mariposa Tree Management, Inc.	Northstar Landcare	SGD Enterprises Four Seasons Landscaping	United Pacific Services, Inc.	West Coast Arborists, Inc.
7. EMERGENCY RESPONSE:											
Emergency Response	Per Hour		\$795	\$155.00	\$225.00	\$348.00	\$375.00	\$155.00	\$300.00	\$145 per person	\$130.00
8) ARBORIST SERVICES											
Arborist Services (consulting services for more complex assessment)	Per Hour		\$250	\$120.00	\$485.00	\$115.00	\$150.00	\$185.00	\$175.00	\$285.00	\$168.00
Arborist Services routine consultation and site visits to determine tree health, tree removal, tree root pruning, recommended tree species, tree planting locations, allowable tree root pruning without making the tree unstable or impacting tree health, etc.	Duration of the contract		This should be at no cost to the City.	This should be at no cost to the City.	This should be at no cost to the City.	This should be at no cost to the City.	This should be at no cost to the City.	This should be at no cost to the City.	This should be at no cost to the City.	This should be at no cost to the City.	This should be at no cost to the City.
9) ON-LINE TREE INVENTORY:											
On-Line Inventory/Database	Lump Sum		\$5,000.00	\$0.00	\$2,740.00	\$0.00	\$0.00	\$2,500.00	\$4,000.00	\$5,000.00	\$0.00

TREE RFP EVALUATION - OVERALL

	RANK	4		5		9		8		2	
	Possible Pct. Points	Golden West Arbor Services, Inc.		Great Scott Tree Service, Inc.		Greenfield Landscaping & Maintenance, Inc.		Ramirez Tree Service (Innovative Tree Company)		Mariposa Tree Management, Inc.	
A. Completeness of Proposal	2.50%		2.50%		2.50%		1.00%		0.00%		2.50%
Attachment A -fully completed & signed		Yes		Yes		Yes		Yes		Yes	
Attachment B -fully completed		Yes		Yes		Yes		Yes		Yes	
Attachment C -fully completed & organized		Yes		Yes		Partial, Did not include stated resumes and references.		No, did not include responses to technical questions.		Yes	
Attachment D -fully completed		Yes		Yes		Yes		Yes		Yes	
Attachment E -fully completed - acknowledged all Addenda		Yes		Yes		Yes		Yes		Yes	
Contractor License https://www.cslb.ca.gov/onlineservices/checklicense/checklicense.aspx		955608- active		556832-active		979377-active		1088486-active		1061455-active	
DIR # https://www.dir.ca.gov/Public-Works/Contractors.html		1000006759-active		1000004820-active		1000447635-active		1001077919-active		1000551767-active	
B. Qualification	25%		25%		25%		5%		5%		25%
Experience & Qualification		13+ yrs experience. Provided tree trimming service to other municipalities including City of Cerritos, City of Laguna Niguel, and County of LA.		48 yrs. Exp. 140 qualified professionals employed. Org chart indicates functional responsibility to oversee contract. Has served many municipalities: Aliso Viejo, Anaheim, Carmel Valley, Carson, Chula Vista, Compton, Cybress, Fountain Valley, El Monte, El Segundo, etc.		14 yrs experience. small business. Did not provide as much information on experience/qualification compared to other proposals.		5 yrs. Experience.		45 yrs experience. Accreditation from Tree Care Industry. Has a fleet management program. Worked with municipalities: Palm Springs, Temecula, Santa Barbara, Thousand Oaks, Pasadena, LA County. Worked with Caltrans.	
Arborist Services		ISA certified arborist available.		ISA certified arborist on staff		did not provide detail.		did not provide		ISA certified arborist available.	
Personnel Qualification		staff has 30 yers combined experience. Provided organizational structure		Assign certified arborist. Will assign Project Mgr (Hinshaw) ISA certified Arborist. , Project Supervisor (Rueles) and backups. ISA Certified tree workers available		did not provide detail		did not provide		ISA certified personnel. Provided brief resume of personnel.	
C. Approach	20.00%		20%		20%		10%		0%		20%
Meeting standards of performance-Ideas		ISA certified personnel monitor tree work. Will assign supervisor/foreman to ensure ANSI standard is followed.		provided detailed tree maintenance program.		did not provide detail		did not provide		Provided tree planting and young tree care. Has certified applicators for pesticide treatment. Has wildlife protection plan .	

	Possible Pct. Points	Golden West Arbor Services, Inc.	Great Scott Tree Service, Inc.	Greenfield Landscaping & Maintenance, Inc.	Ramirez Tree Service (Innovative Tree Company)	Mariposa Tree Management, Inc.
Overall Pruning Program		adhere to City standards. Check tree species and trim accordingly. Clean jobsites after trimming.	conform to ISA standard. Certified arborists and certified tree workers	did not provide detail	did not provide	Included techniques for pruning services.
Quality Control		inspect before work begins. During and after. Will go over with the crew boundary. Check traffic control. Mgmt personnel to do a walkthrough and inspection.	Assign crew leader at each job site. Supervisor assigned. Use MUTCD.	account manager assigned to monitor crews in the field to meet City standards.	did not provide	Inspect for hazards. Provide hazard analysis. Provided workflow.
Tree Database		use GPS coordinate and provide to City. Does not seem the company has their own database. No roll out date included.	TrimIT-24 hour online access. Comprehensive tree inventory database. Will also track billing	Arbor Gold Cloud Based Program	did not provide	\$0 cost on tree inventory database. Will include billing information, inventory of trees, work orders, invoices, work history. Tree Plotter software.
Addressing complaints		prompt complaint resolution. Clean up jobsite.	Will log complaints in a database by Foreman. Report to City within 24 hrs. Repair within 48 hrs. Has organizational structure in place to address complaints.	will respond to complaints. Not much detail provided.	did not provide	Customer service training. Account Manager assigned to act as liaisons between City and contractor. 24-hour telephone monitoring. Complaints from City to be handled by supervisor directly.
Implementation Schedule		Will meet with City upon award of contract. Establish staffing plan.	Well defined implementation schedule. Good phasing.	did not provide detail.	did not provide	Provide reconnaissance and planning needed from award of contract. Will provide schedule to City.
Communication		Will response to emergency calls. Will provide contact to the City.	Will assign Project Mgr to meet contract expectations. Will assign customer service rep. Will assign ISA certified arborist.	owner meets with leads weekly.	did not provide	Assign foremen, field supervisors, account manager, and operations manager.
Training		will follow ISA and ANSI standards. New employees trained on City policies.	provides training seminar to employees in a quarterly basis. Provided training program and plans.	did not provide more details on the training program.	did not provide	New hire training on tree maintenance. Supervisor lead training on various maintenance topics.
D. Reference Evaluation	2.50%		2.50%	2.50%	0%	2.50%
		City of Cerritos-Excellent DPW-Excellent	Cypress-Excellent Aliso Viejo-Excellent	not provided	did not provide	San Marino-Good Burbank-Excellent
SUBTOTAL	50.00%	50.00%	50.00%	16.00%	5.00%	50.00%
E. Reasonableness of Cost and Price	50.00%	3rd highest per tree trimming cost of all proposers @ \$110 per tree. Charges \$5,00 for tree inventory.	2nd highest per tree trimming cost of all proposers @ \$125 per tree. \$0 charge for tree inventory.	highest per tree trimming cost of all proposers @ \$145 per tree. Will charge \$2,740 for tree inventory.	lowest per tree trimming cost at \$82 per tree. \$0 charge for tree inventory.	3rd lowest per tree trimming cost at \$89 per tree. \$0 charge for tree inventory.
TOTAL SCORE	100%	77%	75%	31%	55%	94%

	3		7		6		1	
	Northstar Landcare		D Enterprises Four Seasons Landscaping		United Pacific Services, Inc.		West Coast Arborists, Inc.	
A. Completeness of Proposal		2.50%		2.50%		1.50%		2.50%
Attachment A -fully completed & signed	Yes		Yes		Yes		Yes	
Attachment B -fully completed	Yes		Yes		Yes		Yes	
Attachment C -fully completed & organized	Yes		Yes		Partial. Provided partial responses to technical questions.		Yes	
Attachment D -fully completed	Yes		Yes		Yes		Yes	
Attachment E-fully completed - acknowledged all Addenda	Yes		Yes		Yes		Yes	
Contractor License https://www.cslb.ca.gov/onlineservices/checklicensell/checklicense.aspx	1034669 -active		662720-active		790590-active		366764-active	
DIR # https://www.dir.ca.gov/Public-Works/Contractors.html	1000056611-active		1000594916-active		1000010147-active		1000000956-active	
B. Qualification		25%		20%		10%		25%
Experience & Qualification	7 yrs experience. Has served the following municipalities: Lynwood, Huntington Park, Maywood, San Gabriel, El Monte.		37 yrs experience. 95 employees. Clients include: Housing Authority of LA, Arcadia Unified School District, Forest Lawn Cemeteries, City of Beverly Hill (Alley tree and weed abatement) , Anaheim Golf Course, City of Pasadena-tree removal.		25 yrs experience. Not responsive to technical questions.		51 yrs experience. Very long list of municipal clients, Alhambra, Anaheim, Arcadia, Baldwin Park, Bellflower, Culver City, Dana Point, Fullerton, Huntington Beach, Norwalk, Lakewood, Newport Beach, Orange, South Pasadena to name a few.	
Arborist Services	ISA certified arborist available.		ISA certified arborist available.		did not provide details to technical questions.		ISA certified arborist available.	
Personnel Qualification	25 full time staff.		Provided brief background on personnel.		ISA -certified		Provided staff background. Rob Thomson- certified arborist.	
C. Approach		20%		15%		10%		20%
Meeting standards of performance-Ideas	Tree work to confirm to the ISA and National Arborist Association.		will comply with ISA standard. Practices Integrated Pest Management. Will apply different pruning to different tree species.		did not provide details to technical questions.		Provided fleet list. Fleet maintenance. Provided information on young tree maintenance.	

	Northstar Landcare		D Enterprises Four Seasons Landscaping		United Pacific Services, Inc.		West Coast Arborists, Inc.	
Overall Pruning Program	Based on ISA standard.		adhere to sanitation protocols for improved tree health. 3 member crew and supervisor for pruning work.		did not provide details to technical questions.		Provided good overall pruning program. Indicated public notification prior to grid trimming.	
Quality Control	Provided quality control plan. Notify staff of hazardous trees. Ensure no damages to private property.		Will have tree inspectors. Look for early signs of tree disease.		did not provide details to technical questions.		Will assign Area Manager for overall field supervision and crew management. Provided daily management and weekly management duties. Provided work flow for tree maintenance tasks.	
Tree Database	NS Tree Cloud - web based database. Arborist will gather information data on each tree.		Can create a tree inventory.		TreeKeeper software. GIS platform.		Will use ArborAccess as their database platform. Track incoming work, GPS coordinates of trees, including species type, parkway size, etc.	
Addressing complaints	Will assign staff to address customer service. Will log complaints. 24hrs-48hrs to resolve complaints.		Respond to complaints within 24hrs. Has a process for claims for damages.		did not provide details to technical questions.		Has a full time customer service Department. Will resolve complaints within 48 hours. Will abate complaints within 24 hours.	
Implementation Schedule	Will conduct tree inventory as signing of contract. Provided implementation schedule.		did not provide clear implementation.		did not provide details to technical questions.		Provided detailed timeline .	
Communication	Will provide the City with 24 hr emergency #.		Provided org. chart.		did not provide details to technical questions.		Will assign project Area Manager to work with City staff. Field crew use smart phones to input data re. inventories/work records, timesheets.	
Training	Provides orientation training to newly hired staff. Also provides CPR, Aerial Rescues, and Traffic Control		Personnel adheres to safety protocol. Provide internal tree maintenance training program. Has safety training program.		did not provide details to technical questions.		Have a full time Safety & Training Manager. Provides safety training to staff.	
D. Reference Evaluation		2.50%		0%		2.50%		2.50%
	Hawthorne-Excellent		Beverly Hills-Good		Caltrans- Excellent Downey-Good		Lakewood-Excellent Bellflower-Good	
SUBTOTAL		50.00%		37.50%		24.00%		50.00%
E. Reasonableness of Cost and Price	5th highest per tree trimming cost at \$109 per tree. Will charge \$2,500 for tree inventory.	28%	4th lowest per tree trimming at \$105 per tree. Charges \$4,000 for tree database	30%	lowest per tree trimming cost at \$82 per tree. \$5,000 for tree inventory.	50%	2nd lowest per trimming @ \$88 per tree. \$0 charge for tree inventory.	45%
TOTAL SCORE		78%		68%		74%		95%

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11L

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for the Bloomfield Street Improvement Project (CIP No. 22/23-06)

SUMMARY

The City of Los Alamitos hired a roadway contractor for street improvements to grind and overlay for the Bloomfield Street Rehabilitation Project (CIP No. 22/23-06) as part of the City's ongoing pavement management program. Staff recommends that Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contract Code.

RECOMMENDATION

1. Accept as complete the construction by Hardy and Harper, Inc. for the Bloomfield Street Improvement Project (CIP No. 22/23-06); and,
2. Authorize the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$10,182.50, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

The City received \$200,000 in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program. As part of the Pavement Management Program, contractors were solicited to perform a grind and overlay on Bloomfield Street from Katella Avenue to Florista Street. The project replaced damaged curbs and gutters and lifted the sidewalk to correct drainage. ADA curb ramps were also modified to current codes for accessibility.

The plans and specifications for the installation of the Bloomfield Street Improvement Project (CIP No. 22/23-06) were approved by Council on 06/01/2023. Council awarded the project to Hardy and Harper, Inc. on 01/16/2024. Construction started on 03/22/2024 and was completed on 04/16/2024.

DISCUSSION

Work on this project is now complete and found acceptable by the City Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of

Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.

FISCAL IMPACT

The project had a total funding budget of \$300,000 with the following breakdown of funding sources:

CRRSAA:	\$200,000
Gas Tax:	\$130,000
Total:	\$330,000

The project was within the overall funding budget and came in at a total of \$330,000 for design, construction and inspection. During construction there were the following change orders to the project which included repair of crosswalk colored concrete adjacent to a new ADA ramp for grade conformance, an additional right turn sign, and additional pavement and base repair due to groundwater.

Breakdown of costs are below:

Construction Bid Price (Includes Change Orders):	\$203,654.64
Change Orders and Increased or Decreased Quantities:	\$4,819.00
Design, Advertisement, Federal Reporting, and Inspection Services:	\$67,918.50
Total Project Price:	\$271,573.14

Attachment: 1. Notice of Completion (NOC) - Bloomfield Street Improvement Project

RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

Los Alamitos Bloomfield Street (from Katella Ave to Florista St) Improvement Project (CIP No. 22/23-06)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

The City of Los Alamitos hired a contractor for a street project related to grind and overlay of Bloomfield Avenue, from Katella Avenue to Florista Street, as part of the City's ongoing pavement management program. The project also replaced damaged curb & gutter and lifted sidewalk to correct drainage. ADA curb ramps were modified to current codes as necessary for accessibility.

4. The work was completed on 04/16/2024
5. The contractor was: Hardy and Harper, Inc.

Dated 5/6/2024

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Chris Kelley, City Engineer of Los Alamitos, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the the facts therein stated are true.

Chris Kelley, City Engineer

Dated: 5/6/2024

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 11M

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Irving Montenegro Jr., Manager

Subject: Amendment No. 1 to the Professional Services Agreement with Hirsch & Associates, Inc.

SUMMARY

This item would extend the contract term to an existing agreement for construction management and inspection services for the Sterns Park Improvement Project.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Hirsch and Associates, Inc. for construction management and inspection services for the Sterns Park Improvement Project, extending the term through December 14, 2024.

BACKGROUND

The City of Los Alamitos has contracted with Hirsch and Associates, Inc. since November 2022 for the Sterns Park Improvement Project's construction management and inspection services. The Professional Services Agreement (PSA) outlines Hirsch and Associates, Inc.'s scope of work: design, plans, specifications, and engineering, as well as the professional management of construction and inspection needs for the project. Amendment No. 1 to the existing contract is desired to extend the contract period through December 14, 2024, for this project's demolition and construction phase. There is no additional cost associated with this amendment.

DISCUSSION

The objective of Amendment No. 1 is to extend the contract period through December 14, 2024, for the late phases of the Sterns Park Improvement Project, which includes demolition and construction. The City of Los Alamitos and Hirsch and Associates Inc, are confident that this extension will provide ample time to absorb product delays and materials to arrive in pursuit of completing this project. By the conclusion of the Sterns Park Improvement Project, the community will benefit from enhanced aesthetics and renovated park features that will include a fully accessible school-age playground for all abilities, as well as external amenities like exercise equipment, a new picnic shelter, and fresh landscaping with water-efficient technology throughout the park. Additionally, the project will address American with Disabilities Act (ADA) needs within the park and externally, such as accessible sidewalks and adjacent pedestrian ramps. The contractor has received the request to salvage existing equipment like the park monument and diggers located in the sandlot play areas.

FISCAL IMPACT

Funds for this project have been designated in the adopted Fiscal Year 2023-24 budget and will be carried over into Fiscal Year 2024-25. Funding for the original contract amount of \$304,031.72 is available through CDBG and Measure Y funds.

- Attachment:
1. Amendment No. 1 - Hirsch and Associates, Inc.
 2. Professional Services Agreement - Hirsch and Associates, Inc.

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
[Hirsch & Associates, Inc.]

This Amendment No. 1 to Professional Services Agreement (“Amendment”) is made and entered into on this 21st day of May 2024 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and Hirsch & Associates, Inc., a California corporation, (“Firm”).

RECITALS

A. City and Firm entered into that certain Professional Services Agreement to provide design, plans, specifications, Engineer’s Estimate (PS&E) for bid, construction management and inspection services for the Sterns Park Improvement Project on November 14, 2022 (“Agreement”), which is incorporated herein by this reference.

B. City and Firm desire to amend the Agreement to an extended the contract period through December 14, 2024, subject to the terms and provisions of this Amendment.

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

1. The above-referenced recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Amendment and each party acknowledges and agrees that such party is bound, for purposes of this Amendment, by the same.

2. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of two (2) years, ending on December 14, 2024.”

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

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

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

“City”

City of Los Alamitos

By: _____
Jordan Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Hirsch & Associates, Inc.

By: _____
Charles E. Foley
President

By: _____
Mark A. L. Hirsch
Vice President

PROFESSIONAL SERVICES AGREEMENT
Sterns Park Improvement Project (RFP) 2022-02
[Hirsch & Associates, Inc.]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this day of November 14, 2022 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Hirsch & Associates, Inc. (HAI), (“Firm”) a Corporation. City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide design, plans, specifications, Engineer’s Estimate (PS&E) for bid, construction management and inspection services for the Sterns Park Improvement Project. It is preferred that the firm provide the City an opportunity to review contract documents and RFP’s in advance of the agenda report deadlines.

B. In response to City’s formal Request for Proposals No. 2022-02 (RFP), dated September 19, 2022, Firm has submitted to City a written proposal, dated October 20, 2022, to provide the desired services.

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

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the Landscape Architectural Design, Engineering and Construction Management for the Sterns Park Improvement Project Proposal, dated October 20, 2022, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subcontractors and subconsultants providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. 2022-02, dated September 19, 2022; and (3) Firm’s

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed Three Hundred and Four Thousand, Thirty-One Dollars and Seventy Cents (\$304,031.72). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay,

notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

34 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for an initial period of thirteen (13) months, ending on December 14, 2023 unless extended at the sole election of City for an additional period of six (6) months, ending on June 14, 2024.

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of

creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

44 Independent Contractor.

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

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

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

45 PERS Eligibility Indemnification.

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies

expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

8.6 Termination for Default of Firm.

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

With copy to:

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

To Firm:

Charles Foley, President
Hirsch & Associates, Inc. 2221
East Winston Road Suite A
Anaheim, CA 92806
chuck@hailandarch.com

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

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

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

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

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

10.7 Prevailing Wages. Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section

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

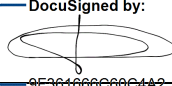
10.8 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by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

[SIGNATURES ON NEXT PAGE]

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

“City”

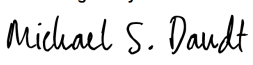
City of Los Alamitos

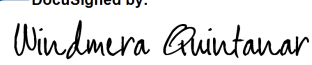
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By: 
9F361600C60C4A2...
Tanya Doby 3/13/2023
Mayor

APPROVED AS TO FORM.

ATTEST:

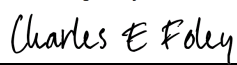
Woodruff, Spradlin & Smart, APC

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By: 
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Michael S. Daudt 3/13/2023
City Attorney

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By: 
54BCC28B4CA8409...
Windmera Quintanar, MMC 3/13/2023
City Clerk

“Firm”

Name of Firm

DocuSigned by:
By: 
39B225659349454...
Charles E. Foley 3/9/2023
President
chuck@hailandarch.com

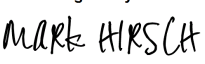
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By: 
4DC91CFF64114C8...
Mark A. L. Hirsch 3/13/2023
Vice President
mark@hailandarch.com

EXHIBIT “A”

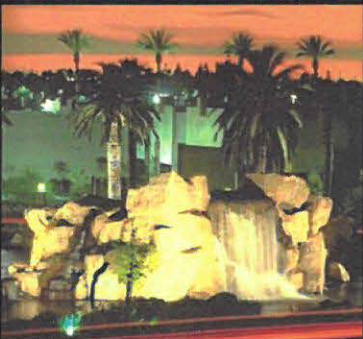
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HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING



PROPOSAL
LANDSCAPE ARCHITECTURAL DESIGN,
ENGINEERING AND CONSTRUCTION
MANAGEMENT FOR THE STERNS PARK IMPROVEMENT PROJECT
CITY OF LOS ALAMITOS, CA



*Creating Award Winning Parks & Recreational
Facilities Since 1977*

2221 E. Winston Road, Suite A, Anaheim, CA 92806-5540
Phone 714.776.4340 Fax 714.776.4395 www.hailandarch.com RLA #5567



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HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Mr. Ron Noda
Development Services Director
3191 Katella Ave
Los Alamitos, Ca. 90720

10-20-22

**Proposal – Landscape Architectural Design, Engineering and Construction
Management – Sterns Park Improvements**

Dear Mr. Noda,

Hirsch & Associates, Inc. (HAI) has creative and extensive experience in all aspects of design required to lead this project and is pleased to present our proposal. Our diverse project experience coupled with the preliminary conceptual design study HAI prepared with the City shall provide a complete and successful delivery of the revitalized park. We look forward to continuing our successful working relationship with the City of Los Alamitos.

HAI is uniquely qualified having;

- Designed numerous Park facilities receiving recognition by the California Park and Recreation Society in being presented Special Awards of Excellence, Environmental Planning Awards as well as American Public Works Association Project of the Year Awards, Southern California Chapter and Awards of Merit for Park Planning and Design.
- Design and development of over (130) municipal parks throughout California including renovation and reimaging of existing facilities.
- Extensive experience with Community Outreach and interpretation of input within design concepts and ultimately the constructed facility.
- Expert understanding of the latest in design standards with respect to park design, sustainability, storm water retention/infiltration, site grading and drainage and Water Efficiency Landscape requirements.
- Expert understanding of the "Americans with Disabilities Act", California Title 24, California Building Code and experience with how they apply to public facilities.
- Expert understanding of AB1881, State Water Reduction Ordinance and how it applies to public landscapes.
- Proven success with the Anser Advisory (Construction Management) and currently working together for the City of Long Beach on multiple park renovation projects.

HAI and our team shall deliver an inspired approach to the design of this project which shall be our highest priority. If selected, HAI shall provide the City an insurance certificate meeting the requirements set forth in the request for proposal.

Thank you

Charles Foley, President
CA RLA#5567, ASLA



Key Design and Construction Management Team Members – All shall be available for the duration of the project. Additionally, HAI and our sub consultants currently possess or will obtain insurance per the City of Los Alamitos requirements at the time of contract execution.

Hirsch & Associates, Inc.

Charles Foley, Principal In Charge/Landscape Architect of Record
Mark Hirsch, Project Manager
Pam Brown, Senior Designer
Technical Staff as needed

Blue Peak Engineering

Rob DePrat, Civil Engineer

Anser Advisory

Stephen Mutch, PE Director of Environmental Services
Ben Torres, Construction Manager
John Duong, Construction Manager

IDS Engineering

Michael Reed, Electrical Engineering Project Manager
Said Hilmy, Structural Engineer

Rodriguez Consulting and Engineering

Gene Luu, Geotechnical Engineer

Pacific Land Consultants

Chris Vassallo, Licensed Surveyor

GCAP/Labor Compliance Services

Sylvia Linn, Vice President

References

Eric Lopez, Public Works Director, City of Long Beach 562-570-5690 eric.lopez@longbeach.gov

Working on an On Call basis since 2014. Design of new and renovation of existing public spaces including trails, plaza and park space, sport courts with lighting, play areas, parking lots, sports fields, planting and irrigation.

Andy Winje, City Engineer/Public Works, City of Redondo Beach, 310-318-0661 x2431

Andrew.Winje@redondo.org

Working on an On Call basis since 2017. Design of renovation for public spaces including trails, park space, parks, parking lots, sport court planning, water reduction strategies, planting and irrigation.

Raul Martinez, Park Superintendent, City of Long Beach, 562-570-4895

Raul.MartinezJr@longbeach.gov

Design of renovated Public Parks, sport courts with lighting, play areas, planting and irrigation systems.



Yorba Linda Towne Center



Gilroy Gardens Splash Oasis



Mackay Park, Cypress

STATEMENT OF QUALIFICATIONS

Company Data

1. Hirsch & Associates, Inc. Landscape Architects (HAI)
2221 East Winston Rd. Ste A
Anaheim, Ca. 92806
2. Main Contact: Charles Foley - chuck@hailandarch.com
714-776-4340 X 107
3. HAI is a California C Corporation.
4. Federal Employer 330299754
5. HAI has a single office located in Anaheim, California.
6. HAI is a California Corporation privately owned by its shareholders. It is not partially owned by another business organization.
7. Hirsch & Associates, Inc. originally Heimberger Hirsch & Associates, started in 1977 and incorporated in 1988. Mr. Heimberger left the company in 1997 and HAI was incorporated thereafter.
8. HAI is currently working on the following contracts/projects

Play Area Renovation - Long Beach

HAI recently completed design for and construction oversight of renovation of (10) play grounds within existing parks for the City of Long Beach. The project has spanned 4 years with the most recent opening at Recreation Park this June. HAI is under contract to renovate (3) additional play areas at Ramona, Admiral Kidd and Silverado Parks.

Play Area Renovation - Westminster

HAI recently completed design for and construction oversight of renovation of (2) playgrounds within existing parks for the City of Westminster. The project started in 2020 with both playgrounds opening in 2022. We are now designing (2) additional playground renovations at Liberty and Newcastle Parks.

Park Design - Adelanto

HAI is designing a new 2.8 acre park facility funded by the State Proposition 68 Grant. The facility includes new play areas, splash pad, prefabricated restroom, sport courts, outdoor exercise equipment, area lighting, stormwater collection and infiltration, parking and integrated bus stop. The soon to be named project will be out to bid later this year with completion in 2023.

9. HAI specializes in renovation of existing park facilities. The vast majority of parks we design are existing. Our principal and staff members possess the knowledge and expertise to overcome challenges associated with existing site opportunities and constraints. We have worked with communities throughout California and developed strategies to overcome both public/political and physical challenges.
10. HAI has never failed to complete a contract in both public and private development. We are a strong, flexible and balanced company able to complete every project endeavor we engage.
11. HAI does not have any other business or financial interests other than itself.
12. There are no known conflicts of interest that prevent HAI from entering into a contract for Sterns Park with the City of Los Alamitos.



Mackay Park,
City of Cypress



Gilroy Gardens,
City of Gilroy



Los Cerritos Park,
City of Long Beach

FIRM PROFILE



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

STATEMENT OF QUALIFICATIONS

PROJECT DIVERSITY

Parks & Recreation

Regional Parks
Community Parks
Neighborhood Parks
Sports Facilities
Special Use Facilities
Mini Parks
Universally Accessible Children's Play Areas

Municipal

Civic Centers
Redevelopment Projects
Landscape Standards & Guidelines
Landscape Plan Check Services
Public Plazas & Fountains

Institutional

School & Campuses
Correctional Facilities
Justice & Police Facilities
Hospital Landscape Planning & Design

Commercial

Commercial Power Centers
Office & Business Parks

Specialty

Fountains
Water Features
Memorials

Residential

Planned Communities
Single Family Housing
Model Homes
Apartment Complexes

Transportation

Streetscapes
Freeway Landscape Design
City Monuments
Project Monuments

Firm Description

Hirsch & Associates, Inc. established in 1977 and incorporated in 1988 is a leading landscape architectural and multi-discipline firm created to serve as a knowledgeable and valuable resource to public agencies and private developers. Our goal is to maintain balance between design and economics by furnishing client oriented services tailored to meet the needs of individual projects in a creative, innovative, sustainable and cost effective manner.

The knowledge gained on a wide range of projects allows the professional staff of Hirsch & Associates, Inc. to provide each client with the experience and understanding of the decision making process, design parameters, construction standards, water conservation requirements and current maintenance practices. This experience equates to well-conceived projects that exceed expectations.

Business Data

330299754 EIN
California C Corporation



Department of Water & Power Fountain,
City of Burbank



McCambridge Park,
City of Burbank



Yorba Linda Towne Center,
City of Yorba Linda

FIRM PROFILE



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

SERVICES

LANDSCAPE ARCHITECTURE

Capabilities

In the capacity of primary consultant or development team member, our professional staff and affiliates are capable of providing complete landscape architecture, planning and engineering services.

Services

Park Master Planning
Feasibility Studies
Conceptual Studies
Community Outreach
Community Workshops
Sustainable Site Planning
Construction Documents
Project Management
Construction Administration
Low Impact Development
Water Harvesting
Irrigation Design (AB 1881)
Water Auditing
Water Budgeting
Water Consumption Reporting
Recycled Water Irrigation Design
ADA Compliance

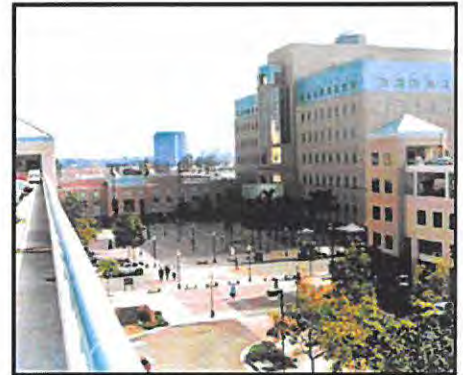
Approach

Through our strong commitment to professional integrity and personal service, Hirsch & Associates, Inc. is dedicated to providing the comprehensive services necessary to achieve a final project from conceptualization through completion of construction. Our innovation and employment of advanced technologies, proven multi-discipline approach and demonstrated success of each project support this commitment.

Hirsch & Associates, Inc. understands the many and varied responsibilities and pressures placed upon our clients through the design and development process. Accurate design and quick response from highly qualified professional staff members is hallmark to the services we provide.



Cerritos Towne Center,
City of Cerritos



Betty Lou Lamoreaux Juvenile Justice & Family Probate Facility, County of Orange



Plaza Park,
City of Fullerton



Glendale Sports Complex,
City of Glendale

FIRM PROFILE



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

SERVICES CONTINUED

Philosophy

Planning, designing and building a project to meet today's needs is an all encompassing challenge. The practice of landscape architecture has become an integrated team effort, carefully considering the needs and desires of the people who live, work and play within the projects we design. As landscape architects and planners, we have a responsibility to the general public to create the best possible environment. The knowledge to design this environment is obtained from two sources, our past experience; which help us provide practical and timely designs within budget restraints, and our vision of the future; which gives our designs life and meaning that will grow beyond the present.

Affiliates Services

Architecture

Community Buildings
Gymnasiums
Restroom Buildings

Administration Buildings
Picnic Shelters
Concession Buildings

Engineering

Civil
Structural
Environmental

Electrical
Mechanical

Construction Administration

Constructability Review
Entitlement Processing
Project Management

Construction Management
Value Engineering
Construction Inspections

Insurance Information

Hirsch & Associates, Inc. maintains the following insurance coverage limits may be increased upon request:

General & Automobile Liability

Travelers

Limit: \$2 Million & \$4 Million Aggregate

Professional Liability

Aspen American

Limit: \$2 Million

Worker's Compensation

Travelers

Limit: \$1 Million



Fairmount Park,
City of Riverside



Janss Plaza Renovation,
University of California, Los Angeles



Central Park,
City of La Palma



Louis A. Pompei Memorial Park,
City of Glendora

FIRM PROFILE



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Resumes



CHARLES E. FOLEY, ASLA

PRESIDENT

CHIEF EXECUTIVE OFFICER

Education

Landscape Architecture, BS
California State Polytechnic University,
Pomona, California

Registration

Licensed Landscape Architect, California #5567
Licensed Landscape Architect, Nevada #948

Experience

Mr. Foley has over 25 years of professional Landscape Architectural and Planning design experience. He has been the Principal in Charge of a wide variety of public park, streetscape, school districts and private development projects. The projects include renovation of existing parks as well as development of new facilities, Brownfield and Landfill sites, Habitat Restoration, irrigation renovation and water efficiency/reduction efforts. As Principal in Charge of each project, he oversees all aspects of development including the public input process from stakeholders, interaction with commissions and council, administers quality control of HAI staff and sub consultants during the design process as well as integral involvement during the construction process. His early field experience in construction prior to becoming a design professional serves clients well with knowledge related to site work and all aspects of park development. The culmination of this experience has served his clients well with creative projects meeting the needs of the stakeholders, completed on time and within budget. Many completed projects he has managed have been awarded merit by the California Park and Recreation Society (CPRS) as well as the American Public Works Association (APWA). With or without rewards, the completed projects have become treasured assets of communities they serve.

Professional Responsibilities

Project Management
Client Contact & Development
Project Production
Construction Document Preparation
Construction Support
Community Workshops
Public Meetings
Presentations

Affiliations

American Society of Landscape Architects (ASLA)
ASLA Mentor
California Park & Recreation Society



Rotary Centennial Park,
City of Long Beach



Mackay Park,
City of Cypress



Long Beach Bike & Pedestrian Trail,
City of Long Beach



Cesar Chavez Park,
City of Pomona

FIRM PROFILE



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

MARK A. L. HIRSCH

LANDSCAPE CONTRACTOR, CLIA

VICE PRESIDENT

Education

Construction Technology
College of the Redwoods, Eureka CA
Horticulture,
Fullerton College, Fullerton CA

Registration

Licensed Landscape Contractor (C-27) CA #956898
Certified Landscape Irrigation Designer and Auditor, CLIA
#84847

Experience

Mr. Hirsch has 34 years of experience in the landscape design and construction industry. Before joining Hirsch & Associates, Inc. 1998, Mr. Hirsch obtained ten years experience working for a General Contractor, installing all aspects of landscape construction.

Mr. Hirsch has continued to increase his capacity at HAI, starting from draftsman to his current title of Vice President. Accomplishments during his professional career including Autodesk/AutoCAD certification, certified irrigation designer and certified water auditor. Mr. Hirsch is a licensed landscape contractor in the State of California.

Professional Responsibilities

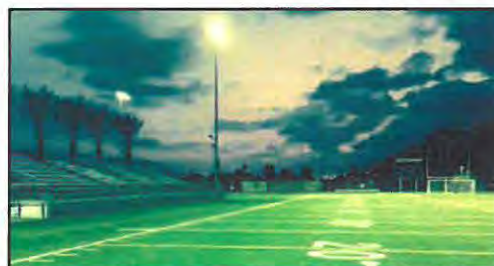
Project Management
Construction Management
Construction Support
Water Audits
Water Management
Irrigation Consultation
Presentations
Community Workshops
Conceptual Design Preparation
Construction Document Preparation

Affiliations

IA Irrigation Association
California Landscape Contractor Association
California Park & Recreation Society
Wildlife Conservation Society



Rio Vista Park
Pico Rivera, CA



Smith Park
Pico Rivera, CA



Mackay Park
Cypress, CA



Louis A. Pompei Memorial Park
City of Glendora, CA



Janss Plaza Historic Renovation
UCLA Los Angeles, CA



Sycamore Canyon Park
Diamond Bar, CA



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

PAMELA BROWN, ASLA

SENIOR DESIGNER

Education

*Landscape Architecture, BS
California State Polytechnic University,
Pomona, California*

Registration

Licensed Landscape Architect, California #5866

Experience

Ms. Brown joined Hirsch and Associates, Inc. in 2007 with 4 years of previous experience at a large multi-disciplinary firm in their Landscape Architecture division where she collaborated on projects with architects, engineers, and environmental planners. Ms. Brown works closely with clients and sub consultants to develop various projects from conceptualization through design development and lastly to construction documents and support. Ms. Brown has been involved with a wide range of projects such as award-winning Park and Recreation Facilities, Sports Parks, Commercial Retail Centers, and Streetscape Beautification. She has also been involved with the design of Specialty projects such as: water features, water catchment systems for on-site irrigation use, and rain garden features that utilize plant material for contaminant filtration.

Professional Responsibilities

Construction Document Preparation
Graphic Design/Rendering
Project Production
Construction Support
Community Workshops/Public Meetings
Subconsultant Coordination
Client Contact and Development

Affiliations

American Society of Landscape Architects (ASLA)



Yorba Linda Towne Center, Yorba Linda CA



Bradley Park, San Marcos CA



Recreation Park Playground, Long Beach CA



Morgan Park, City of Baldwin Park CA



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Education

Bachelor of Science., Civil Engineering, California State University, Long Beach, 1990

Licenses/Certifications

Registered Civil Engineer, California, #66757

Associate DBIA Professional (Assoc. DBIA (current))

Certified Construction Manager (CCM), Construction Management Association of America (CMAA), #2384 (Current)

Qualified SWPPP Developer (QSD), #01240

Organizations/Affiliations

Building Commissioning Authority

National Registry of Environmental Professionals

Construction Management Association of America

Design Build Institute of America

Experience

Years Experience: 34

Years with Anser: 20+

Work History

Anser Advisory, LLC, Director Program Manager, 2002 to Current

STEPHEN MUTCH, PE, CCM, ASSOCIATE DBIA, QSD PRINCIPAL PROGRAM MANAGER

Mr. Mutch has more than 34 years of broad civil, environmental remediation, and construction management experience for various types and sizes of public agency capital improvement projects. His environmental experience includes the identification, assessment, management, and disposal of hazardous waste. His broad experience includes vertical building, heavy horizontal, and underground utility projects. Clients rely on his expertise in permitting, project commissioning, stakeholder and third-party coordination, and environmental compliance.

PROGRAM/CONSTRUCTION MANAGEMENT EXPERIENCE

SGVCOG, Diamond Bar Golf Course Project, Diamond Bar, CA | 2021

As Senior Construction Manager, Stephen is responsible for Anser Advisory is SGVCOG's representative on the re-construction of the Diamond Bar Golf Course (DBGC) to reconfigure/construct new fairways, greens and other golf amenities. The reconfiguration also requires construction of two major box culverts to capture and discharge 1100CFS of storm flows and surface grading and improvements to allow positive drainage in these areas. Other project aspects include replacing the existing golf course irrigation system with new pipe, watering heads and controllers, install new potable and fire water services, construct a new 9000 Sf golf maintenance facility. Demolition of existing structures and clearing and grubbing of large areas as part of the reconfiguration efforts. All work must be coordinated with other major roadway widening projects and tight construction schedules.

As Senior Construction Manager, Stephen is overseeing the relocation of a Southern California Edison 66kV Tubular Steel Pole that supports overhead conductors. The project will grade an area for the new pole and allow SCE access for construction of the pole foundation and restringing the conductors. Because the golf course is being reconfigured, the existing 12kV overhead power line will be relocated underground. Stephen is also overseeing the construction of a about 2,800 LF of 12kV duct back, multiple manholes and junction structures through the Northeast portion of the project.

County of Santa Barbara Department of Public Works, Tajiguas Resource Recovery Project, Santa Barbara, CA | 2017-2020

Anser Advisory dba Simplus was the County Department of Public Works representative on the construction of a material recovery and anaerobic digester facilities totaling 95,000 square feet. The projects goal is to achieve source reduction of the Tajiguas landfill to extend the operational times of the landfill. The project entails the coordination with the design build firm to resolve plan check, permitting and approvals of building plans; updates and reconfiguration of the landfill gas systems; expansion of the landfill gas collection and reuse systems to generate about 1 mega-watt of power production for the site. Additional efforts include installation of 140 cast in drilled hole (CIDH) piles, evaluation of groundwater sources to eliminate liquefaction conditions, treat and dispose of nuisance waters.

City of Seal Beach, Seal Beach Pier Renovation Project, Seal Beach, CA | 2018-2019

Mr. Mutch was the senior program manager for the reconstruction of the Seal Beach Pier damaged in the 2016 fire which destroyed the Ruby's restaurant and several hundred feet of wooden pier structure and deck. Anser provided contract management, construction inspection and observation, and monitoring for this challenging project which required the pier to remain open to the public throughout the reconstruction process. The project required the pier to be completely refitted with new utilities, including transformer and main gear compound, new fire distribution systems, new pier supports, repair/install 24 wooden piles, and import hardwoods sourced from South America. Permitting and oversight was required from the California Coastal Commission, Regional Water Quality Control Board (RWQCB), Air Quality Management District (AQMD), Orange County Fire Authority, and the City of Seal Beach. The project also included community outreach programs to respond to questions or concerns from local businesses and residents.

City of Long Beach, Los Cerritos Channel Stormwater Diversion Project, Long Beach, CA | 2018-2019

The project included the construction of a stormwater collection system that holds 30 acre-feet of stormwater. Construction entailed cast-in-place concrete walls and deck, wick drains, access hatches, manholes, soil excavation and backfill, and a monitoring system that allows water levels to be monitored and controlled. The project included coordination with airport staff, Federal Aviation Administration, City of Long Beach and City of Signal Hill staff, and the contractor. Mr. Mutch worked with the project team to monitor overall progress and documentation processes.

City of Long Beach, Willow Springs Wetland Restoration, Long Beach, CA | 2016-2017

Anser provided construction management services for the Willow Springs Wetland Restoration which included the construction of a stormwater collection system, vegetated bioswales, inlet structure, habitat planting, rip rap inlet structures, stormwater detention basin, and groundwater infiltration system. As Senior Construction Manager, Mr. Mutch was responsible for assisting the City in reviewing the plans and specifications and procuring native California plants. He assisted with coordinating the contract award, daily reporting monitoring construction, facilitating meetings, and reviewing and processing change orders, submittals, schedules, and monthly payments.

Trans Pacific Container Service Corp., Tra-Pac Container Terminal Administration Building, Port of Los Angeles, CA | 2014-2016

Simplus has recently been awarded a five-year on-call construction management contract with the Port of Los Angeles. One of the first assignments is to serve as the Port's construction manager responsible for contract management, construction inspection and observation, and monitoring commissioning efforts for the new LEED Gold-certified building. Special effort was required to resolve several hundred outstanding change order requests submitted by the contractor. The close-out phase included inspection, permitting, and monitoring the Certificate of Occupancy process. The building construction is a steel-framed structure and glass curtain wall. Environmental issues included drainage control SWPPP management in compliance with the Port's Green Port objectives.

Terminals A & T, Shore to Ship Power Systems, Port of Long Beach, CA | 2012-2014

Mr. Mutch was the Senior Construction Manager for the project which constructed four 25kVA power substations and 15 shore to ship power access vaults along the 4,000-foot wharf. The project received grant funding through South Coast Air Quality Management District to remove idling container ships and provide cleaner shore power. The project required an extensive commissioning program to coordinate equipment both land based and ship side, developing compatible power frequencies, and startup and operations program and training for the terminal crews. The project required coordination between terminal operations, construction crews, and third-party inspection firms for the movement of large container ships and loading/unloading of ships 24/7. Mr. Mutch worked closely with the terminal owner, POLB, to ensure the contractor adhered to project requirements and maintained compliance with all the permitting, environmental, and public utilities agencies including RWQCB, AQMD, U.S. Army Corps of Engineers, and various City agencies. This project required extensive coordination with SCE.

Port of Long Beach, Maintenance Facility Complex, Long Beach, CA | 2010-2013

The maintenance facility complex included the construction of a 56,651-square-foot maintenance building, 49,363-square-foot equipment and vehicle canopy wash building, 30,943 square-foot fuel station, staff vehicle surface parking, pedestrian/bike path along Harbor Plaza, and landscape improvements. As an Assistant project manager, Mr. Mutch was responsible for constructability reviews and preliminary comments during the design phase.

Education

Bachelor of Science,
Construction Management
Technology, California State
University, Northridge,
Northridge, CA

Licenses/Certifications

LEED Green Associate

Construction Manager-in-
Training (CMIT)

OSHA 10-Hour Safety
Certification

Negotiation Mastery Certificate,
Harvard Business School

Commercial Real Estate
Certificate, Cornell University

Organizations/Affiliations

US Green Building Council

Construction Management
Association of America

Experience

Years' Experience: 7

Years with Anser: 2

BENJAMIN TORRES, CMIT, LEED GA **CONSTRUCTION MANAGER III**

Mr. Torres brings over seven years of construction management and supervision experience. He has a variety of construction trade knowledge ranging from estimating, field coordination/supervision, quality control, scheduling, material procurement, installation, and safety. He is committed to provide project management services with excellence and integrity.

RECENT PROJECT EXPERIENCE

City of Long Beach Public Works Division, Recreation Park Playground, Long Beach, CA | 2021 - 2022

Project consisted of the removal of the existing playground and import 700CY of soil to regrade site, install new play equipment, new rubber surfacing, 3 GFRC dinosaur installations, new hydration station, ADA access ramp and walkway from parking lot, new ADA parking stalls, new skateboarding area with grind rail and manual pad, new ADA picnic tables, new sidewalks, new landscape irrigation systems, new trees, seed and sod installations, and water cross-connection compliance. As Construction Manager, Mr. Torres was responsible for document control, payment, contract review, design coordination, cost dispute negotiations, and closeout. In addition, he was responsible for vendor and contractor coordination, material tracking, change management, schedule review, QC, progress payments, field dispute resolution, inspector compliance, site meetings, routine coordination between the City's Parks, Recreation, Street Light, Technology & Innovation, Health, and Water Departments.

City of Long Beach Public Works Division, Colorado Lagoon Playground, Long Beach, CA | 2021-2022

Project consisted of the removal of the existing playground and regrade site, new playground equipment and rubber surfacing, new ADA walkway, new sidewalks, tiered bench seating, new ADA picnic tables, new landscape irrigation controller and equipment, new seed & turf installations, and coastal commission compliance. As Construction Manager, Mr. Torres was supported the training of a new City project manager with document control, payment, contract review, cross departmental coordination, cost dispute negotiations, design change review, and closeout process. In addition, he was responsible for vendor and contractor coordination, material tracking, schedule review, QC, change management, progress payments, field dispute resolution, inspector compliance, site meetings, routine coordination between the City's Parks, Recreation, Marine, Technology & Innovation, Public Transit, Health, and Water Departments.

City of Long Beach Public Works Division, El Dorado Park West Artificial Turf Soccer Field, Long Beach, CA | 2021

Project consisted of clearing and regrading of existing site, new artificial turf soccer field, new field goals and backstop netting, new perimeter railing, new artwork boulders, new ADA sidewalk approaches, new sidewalks, new below grade electrical lines, upgrades to electrical switchgear, new high pressure field cooling system, new landscape irrigation controller and equipment, new catch basins, new trees, seed and sod installations, new hydration station and water cross-connection compliance. As Construction Manager, Mr. Torres was responsible for coordination of multiple prime contracts, schedule review, QC, change order negotiations, progress payments, weekly meetings, field resolution, project documentation, regular communication with contractors and city inspector, coordination between City's Parks, Recreation, Health, and Water Departments.

Southern California Edison, 12kV Cap Bank 1 & 2 Relocation, San Bernardino, CA | 2020

Project consisted of emergency concrete repair work to remove all existing concrete footings and below grade material to install new foundations. Installed eight new concrete foundations for two capacitor banks, along with new perimeter fence enclosures. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to ensure project success, coordination with supporting SCE members and vendors, project document

control, ensure project schedule and work was delivered as planned, change order management and project scheduling.

Southern California Edison, Chase & Databank SPCC Mitigations, Corona, CA | 2020

Project consisted of demo existing SPCC asphalt berms and installation of new SPCC asphalt berms per current SCE standards at both substation locations. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to ensure project success, coordination with supporting SCE members and vendors, project document control, ensure project schedule and work was delivered as planned and project scheduling.

Southern California Edison, Safari Greenfield, Irvine, CA | 2019-2020

Project consisted of a new 33kV low profile substation, 14' high block wall, below grade conduit banks & vaults. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractors to ensure project success, coordination with supporting subcontractors and vendors to work alongside prime contractors, ensure construction work could continue uninterrupted, and project scheduling.

Southern California Edison, Windhub 220kV Seismic Upgrade, Mojave, CA | 2019

Project consisted of seismic upgrade work was repeated within seven 220kV energized positions. Scope included the installation of new CCVTs, steel, conduit runs & wiring, 12' deep concrete footings. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to ensure project success, coordination with supporting SCE members and vendors, project document control and ensure project schedule and work was delivered as planned.

GCC, 1811 Lefthand Circle Tenant Improvement, Longmont, CO | 2019

Project consisted of commercial tenant improvements to create a new warehouse space and new fire suppression system. Scope included public street excavations to connect to the existing city water main; street and parking lot trenching to extend new water line to the building; public traffic control plan; QC/QA of all roadway repair and new plumbing installation. The building improvement scope consisted of new warehouse loading ramp & door, restroom remodel, interior wall partitions, interior paint, exterior & interior security doors, and fire suppression system. As the Project Engineer, Mr. Torres worked closely with the Superintendent, and Project Manager to support subcontractor site management and reporting, QC/QA of subcontractor performance, material procurement, project scheduling, subcontractor bidding, review and selection, contract review, change management, project budget management, document control, system testing and closeout. In addition, routine coordination with the City and fire department for permitting and inspections.

The Learning Group, Toddler Room Remodel, Longmont, CO | 2019

Project consisted of new children's restroom, interior walls, new security door, interior painting, tile and carpet flooring, and concrete sidewalk. As the Project Engineer, Mr. Torres worked closely with the Project Manager to assist with bidding, subcontractor selection, contract writing, and budget management. In addition, routine subcontractor coordination, document control, Superintendent coordination, material procurement, schedule management, City inspection coordination, and closeout.

BREG, Broe Corporate Point Refresh, Colorado Springs, CO | 2019

Project consisted of commercial tenant improvements within the lobby and corridors for three floors. Scope included tile and carpet flooring, interior paint, art wall murals, light fixtures, telecommunication wiring, coffee bar, and digital message board and digital display installation. As the Project Engineer, Mr. Torres worked closely with the Project Manager to assist with bidding, subcontractor selection, contract writing, and budget management. In addition, routine subcontractor coordination, document control, Superintendent coordination, material procurement, schedule management, City inspection coordination and closeout.

Education

Bachelor of Science, Civil Engineering, California State University, Long Beach, 2015

Licenses/Certifications

Certified Construction Manager
 Engineer In-Training,
 Fundamentals of Engineering

Computer Skills

Auto CAD Civil 3D, Bluebeam, Corpscon 6, Highway Capacity Software 2000, FlowMaster, LibreOffice, MATLAB, SAP2000, Solidworks, WaterCAD
 Advanced experience in Microsoft Office Applications (Word, PowerPoint, Excel, Access)
 Project Scheduling - Primavera P6

Experience

Years Experience: 6
 Years with Anser: 5

Work History

Anser Advisory, LLC, Construction Manager, 5/2016 to Current
 AKS Engineering, Civil Engineer, Jan-April/2016
 OC Waste & Recycling, Civil Engineering Intern, May-Dec 2015
 AECOM, Civil Engineering Intern, 2009

JOHN V. DUONG, CCM, EIT-FE

FIELD OFFICE ENGINEER/ DOCUMENT CONTROL

Mr. Duong has more than five years of engineering and construction management experience for various heavy civil infrastructure and building projects. He possesses the organizational and technical skills necessary to responsibly manage capital improvement projects of all types. He is knowledgeable in all aspects of contract administration and project controls. Typical responsibilities include preparing and processing daily reports, project correspondence, RFIs, submittals, progress payments, change orders, meeting minutes and CPM schedules. Mr. Duong interacts well with clients and contractors to create and maintain a positive team attitude.

SELECT PROJECT EXPERIENCE

Heartwell Park and Stearns Park Irrigation Upgrades, City of Long Beach, Long Beach, CA | April 2019-Current

Mr. Duong is the Construction Manager for this project and is responsible for the day-to-day contract administration of the project. This \$1.65M projects include major central irrigation system upgrades consisting of a new 6 inch mainline, 2" irrigation lateral lines, new water pumps, automatic valves, city-wide controller system and electrical system upgrades.

Mr. Duong is responsible for project coordination between City departments, consultants, and contractors, scheduling inspections with the City and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

DeForest Wetlands Restoration, City of Long Beach, Long Beach, CA | 2016-2017

Mr. Duong was the Office Engineer for this \$5.2M park restoration project. Work included the construction of the ecological restoration within the Los Angeles County Flood Control District's detention and storage basin at the DeForest Nature Center and a portion of the former Dominguez Spreading Grounds. The work included 11,000 CY of unclassified excavation, re-grading low flow channels, construction of wetland and natural habitat areas, including step pools and water control weirs. Work also included installation of native trees and other native plantings, hydro-seeding, and installation of irrigation systems. Other improvements included decomposed granite and aggregate paths, fencing and interpretive signage.

Mr. Duong was responsible for project coordination between City departments, consultants, and contractors, scheduling inspections with the City, QA consultants and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

Mr. Duong was responsible for project coordination between County departments, consultants, and contractors, scheduling inspections with the County, QA consultants and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

Groundwater Protection System-Phase VIII B-2 Soil Buttress and Composite Liner Construction, Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | 2016-2018

Mr. Duong was the Assistant Construction Manager and office engineer for the \$28.6M project consisting of 7.8M CY of unclassified excavation, unclassified fill, low permeability material processing and placement, construction of an 80-mil HDPE geosynthetic clay liner, construction of subdrain and leachate collection systems, and miscellaneous erosion control and civil improvements at the Frank R. Bowerman Landfill.

Mr. Duong was responsible for project coordination between County departments, consultants, and contractors, scheduling inspections with the County, QA consultants and contractors, and document

control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

Run-Off Diversion Improvements, Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | Jan 2021-Mar 2021

Mr. Duong was the Office Engineer and document control manager for this project which consisted of excavation, shaping and rough grading, drainage structures, and AC paving to construct diversion channels.

Mr. Duong was responsible for project coordination between County departments, consultants, and contractors, scheduling inspections with the County, QA consultants and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

Phase VIII-B-1 and VIII-B-2 Liner Repair, Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | Dec 2020-Mar 2021

Mr. Duong was the Office Engineer and document control manager for this project which consisted of demolition of existing improvements, removal of damaged liner, and reconstruction of the geosynthetic composite liner system, leachate collection system, landfill gas system and protective cover soil.

Mr. Duong was responsible for project coordination between County departments, consultants, and contractors, scheduling inspections with the County, QA consultants and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

Silverado Fire – Emergency Gas Collection and Control System Repairs, Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | Nov 2020-Mar 2021

Mr. Duong was the Office Engineer and document control manager for this project. The project included repairs to the gas collection and control system along with restoring/repairing burnt down infrastructure due to the Silverado Fire. Mr. Duong was responsible for project coordination between the County departments, consultants, and contractors, and document control including daily logs, meeting minutes and data entry.

Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | 2015-2016

Mr. Duong, as civil engineering intern, served as office engineer for engineering control and management of landfill projects. His responsibilities included measuring and gathering GPS points for proposed projects, assigning elevations to contour lines, determining flow rates and determining surface volumes. He calculated, analyzed and maintained refuse tonnage and load data.

As a part of quality assurance and control, Mr. Duong monitored and collected groundwater sampling for compliance with the Regional Water Quality Control Board, including NPDES and SWPPP. He also participated in field surveys and construction inspections.

Diamond Bar Golf Course Project, San Gabriel Valley Council of Governments, Diamond Bar, CA | March 2021-Current

Mr. Duong is the Assistant Construction Manager and office engineer for this project. This project includes the construction of typical golf course features such as course reconfiguration, grading, domestic and fire water lines, storm drain improvements, maintenance facility, demolition, irrigation system replacement, and SCE utilities relocations. Temporary work consists of shoring, excavation support systems and traffic control features.

Mr. Duong is responsible for constructability reviews of project plans and specifications, document control including contractor submittals, and data entry.

ANSER

ADVISORY

714.276.1135

2677 N. Main St., Suite 400, Santa Ana,
CA 92705

Firm Profile

Anser Advisory Management, LLC dba Anser Advisory (Anser) is a national firm specializing in capital program advisory and consulting services, including strategy, funding, process, organization preparedness, as well as project, program, and agency construction management and controls.

Locally, our services cover the capital development cycle from pre-planning through construction and close-out across a wide range of end markets, including state/local government, recreational projects such as athletic facilities, golf courses, parks, pools etc., municipal infrastructure such as water/wastewater treatment and conveyance, transportation, energy facilities, infrastructure for electric cars and buses, K-12/higher education, cultural, housing, and corporate commercial.

Services Provided

Anser approaches project management and construction management (PMCM) with a unique style, directed towards extensive communication, efficiency, value engineering, and risk analysis, assessment, and mitigation early in the project. We focus on being proactive and extremely responsive to our clients. We combine an assertive attitude, practical field knowledge, and an in-depth understanding of cost control and schedule adherence.

We provide a full range of management consulting, project and program controls, integrated planning, and project management services covering the entire development cycle. Our services include organizational readiness and process and systems assessments through the program definition/ planning phase, downstream to design, bid/award, and construction phase activities. Our team brings more than 40 years in working with athletic and recreational facilities development, operational planning, and programming to meet the goals and objectives of our clients. Anser's experience working with diverse clients has provided our team specific insight into public and other recreational facility operations and stakeholders. Leveraging experience will enable seamless integration with your stakeholders and community and management of your contractor. We recognize the following specific concerns related to these types of projects:

- Tight schedules - academic and seasonal athletic calendars
- Safety - project on an active, occupied public facilities
- Urban, dense project locations - complex logistics
- Multiple stakeholder coordination and input
- Community engagement and communication
- Support of athletic recruiting competitiveness
- Sustainability and longevity of facilities - maximizing lifecycle of equipment and materials

Firm Experience

Anser is proud of our years of park and recreation related project experience, enhancing communities with new and renovated areas for play and relaxation. Below is a selection of our recent and/or current clients where we have provided PMCM, inspection, labor compliance and administration services.

City of Long Beach On-Call Construction Management Services

Anser has been providing project and construction management services on numerous complex and high-profile City projects over the last 26 years. Our services include constructability review, assistance with initial planning and scoping, participation in planning review meetings, project bidding, pre-construction meetings and walks, review and approval of payments, RFIs and change orders, document control, QA surveys, third party materials inspections, weekly/monthly reports, close out and as-built document review following the City of Long Beach standards.

Throughout our time providing services to the City, Anser has developed strong working relationships within multiple City departments such as Capital Projects, Parks Recreation and Marine, Public Works/Inspection Services, and the Health & Water Departments. Anser routinely coordinates with outside agencies, such as RWQCB, California Department of Fish and Wildlife, and the Coastal Commission, as well as major utilities such as SCE, Frontier, and Long Beach Gas.

Anser's inter-departmental communication is key in successfully delivering both project management and construction management services across a wide variety of projects. Our team proactively identifies relevant City departments to fully capture scope, code, and project specification requirements to successfully deliver projects. Some of our most recent City of Long Beach projects include:

- Stearns Park Irrigation Improvements
- Heartwell Park Irrigation Improvements
- Admiral Kidd Park Artificial Turf Field
- Colorado Lagoon Playground Improvements
- El Dorado Park Artificial Turf Field
- Recreation Park Playground Improvements
- Seaside Way Park Artificial Turf Field

City of Long Beach, El Dorado Park Artificial Turf Soccer Field Project

A project designed by HAI. Anser provided project management and construction management services on the new \$1.3M artificial turf soccer field in El Dorado Park. Project features included a new synthetic turf soccer field using renewable infill material, field striping for one full length and two junior playing fields, field goals and backstop netting, field perimeter fencing and decorative boulders, a high-pressure field cooling system, ADA curb ramps and sidewalks, ADA hydration station, utility improvements, parking lot pedestrian striping and speed humps, water meter and backflow devices, irrigation controllers and lines, and tree and sod landscaping.



Our duties included management of multiple prime contractors, coordinating site inspection, construction schedule review and management, managing and administering the construction contract budget and progress payments, monitoring contractor labor compliance, management and review of all submittals, RFIs, and change orders, weekly progress meetings with monthly project reports, performed irrigation cross-connection test, constructability review, project closeout management, regular coordination with City's Parks, Recreation, Water and Health departments, managing biologist's nesting bird survey inspection, and monitoring and protecting existing trees with arborist and the Parks Department.

City of Long Beach, Recreation Park Playground Project

A project designed by HAI. Anser recently provided construction management services on the new \$1.3M playground at Recreation Park. Project features included two new ADA dinosaur themed playgrounds for children ages 2-5 and 5-12, rubber surfacing, 700 CY of soil import to regrade site, a 75 ft. skateboard pad with grinding features, benches, ADA picnic tables, ADA parking stalls, ADA curb ramp and sidewalks, ADA hydration station, relocate lighting, tree and sod landscaping, and new irrigation valves and lines.

Our duties included managing the contractor's site work, managing and tracking material deliveries, contractor schedule review and oversight, coordinating site inspections, contract management and review, review and approval of progress payments, monitoring contractor's labor compliance, management and review of all submittals, RFIs, and change orders, weekly progress meetings, weekly and monthly reporting to City staff, supported site irrigation mapping with Parks Department, performed irrigation cross-connection test, managed independent playground inspection, project closeout management, and coordination with the City's Parks, Recreation, Water, Health, Technology & Innovation, and Street Light departments.



City of Long Beach, Colorado Lagoon Park Playground Improvements Project

A project designed by HAI. Anser recently provided construction management services on the new \$500K playground improvements at Colorado Lagoon Park. Project features included new playground equipment for children ages 5-12, rubber surfacing, concrete tiered bench seating, ADA picnic tables, ADA ramp and sidewalks, irrigation backflow, controller, valves and lines, and sod landscaping. Our duties included managing the contractor's site work, managing and tracking material deliveries, contractor schedule review and oversight, coordinating site inspections, contract management and review, review and approval of progress payments, monitoring contractor's labor compliance, management and review of all submittals, RFIs, and change orders, weekly progress meetings, weekly and monthly reporting to City staff, coordinated reclaimed water connections, managed playground inspection, project closeout management, Coastal Commission compliance management, and regular coordination with the City's Marine, Recreation, Water, Health, Technology & Innovation, and Street Light departments.



Our duties included managing the contractor's site work, managing and tracking material deliveries, contractor schedule review and oversight, coordinating site inspections, contract management and review, review and approval of progress payments, monitoring contractor's labor compliance, management and review of all submittals, RFIs, and change orders, weekly progress meetings, weekly and monthly reporting to City staff, coordinated reclaimed water connections, managed playground inspection, project closeout management, Coastal Commission compliance management, and regular coordination with the City's Marine, Recreation, Water, Health, Technology & Innovation, and Street Light departments.

City of Long Beach, DeForest Wetlands Park Rehabilitation Construction Management Services

Anser managed the construction of the ecological restoration within the Los Angeles County Flood Control District's detention and storage basin at the DeForest Nature Center and a portion of the former Dominguez Spreading Grounds. The work included modifying earthwork, improving hydraulics re-grade low flow channels, wetlands creation, control grade and habitat, including step pools and water control weirs, creating ephemeral "Vernal" pools, including pond liners,



installing sycamore and oak specimen trees and other native plantings, hydro-seeding, and installation of irrigation system. Other improvements included decomposed granite and aggregate paths, fencing and interpretive signage.

The DeForest Wetlands project opened 39 acres of land for public use, by converting large areas of overgrown vegetation with exotic species and other areas of completely denuded land devoid of habitat into a river parkway with freshwater wetlands, wildlife habitat, recreational trails, native plants, and interpretive signage, while retaining flood control and watershed management functions. Public uses include passive recreational activities, such as bird watching, walking, horseback riding, and educational tours and programs.

The project also provides water quality benefits. Approximately 800 to 1,000 acre-feet per year (AFY) of neighborhood surface water runoff is now filtered before being pumped into the Los Angeles River. In addition, 15 to 35 AFY increased stormwater filtration replaces municipal sources to contribute to local groundwater supplies.

The project is in the City of Long Beach's 8th and 9th City Council Districts. Funding was provided by a wide variety of sources, including Los Angeles County Proposition A, California Resources Agency, San Gabriel and the Lower Los Angeles Rivers and Mountain Conservancy. *Size & Cost:* 39 Acres; \$4.8M

City of Murrieta, On-Call Project Management, Construction Management, Inspection and Labor Compliance

Anser provides project management, construction management, inspection and labor compliance services to a variety of projects throughout the city, providing the City with Project Managers, Construction Managers, Resident Inspectors and part-time Inspectors based on the project needs. Our services include managing project schedule and budgets, construction inspection, assistance with project close out and administrative assistance. Anser also coordinates work with the City, local utility companies and other stakeholders. A sample of park and recreation related projects includes:

- Town Square Park (amphitheater, monuments, playground equipment, walkways, landscaping, and irrigation)
- Murrieta Sports Park (bathrooms, ball fields, walkways, lighting, utilities, storm drains, landscaping, and irrigation)
- Sykes Ranch Park (windmill replica and historical ID markers/placards)
- Torrey Pines Park (community center, restrooms, playground equipment, splash pad, walkways, lighting, landscaping and irrigation, ball fields and parking lot)
- 2nd Avenue Park (parking lot and city park improvements)
- B-Street Station/Senior Center Outdoor Recreation Area (pickle ball, outdoor fitness equipment and picnic shelter area)
- Murrieta Community Center Improvements Project (tenant improvements included paint, tile, ADA elevator lift and aluminum ramp, refinishing the hardwood stage floor)
- Murrieta Senior Center Improvements Project (tenant improvements included paint, carpet, tile, window coverings, bathroom fixtures, security system upgrades and new TPO roof system)

City of Laguna Niguel, Various Project Management, Construction Management & Inspection Services

Anser provided construction management and inspection services for the City of Laguna Niguel on multiple projects including:

- **Crown Valley Community Park: Tiers 1 (\$5M) and Tier 2(\$10M)**

Tier 1 (\$5M): Anser provided construction management and inspection services for this \$5M Capital Improvement Project. The project work included grading, a new amphitheater stage, seating and lighting, large splash pad, new public restrooms, playground equipment, storm drain, sewer, sidewalk, and area lighting, electrical and communications upgrades, waterline, irrigation, and landscaping. Duties included managing the construction of this high-profile project, coordinating with adjacent YMCA community pool, Recreation Department, City Engineering and Landscape staff, Moulton Niguel Water District, utility agencies, coordinating with City materials testing company, designer, and surveyors, managing, and coordinating with third party vendors who are supplying specialty pre-purchased items and one-of-a-kind art pieces throughout the project. Our staff was also responsible for managing the Contractor, reviewing, and approving submittals, providing inspection, and coordinating with the city building inspectors, documenting the job with and photos. This project was completed on time to meet the city milestone completion for opening celebration for the 4th of July weekend.

Tier 2 (\$10M): This \$10M award winning project includes 250' double arch multi plate bridge and intersection improvements, spread footing with stone micro-piles, decorative railing and lighting, prefabricated detention basins, new parking lots, bio filters, stream bed improvements, path and trails, landscape and irrigation, recycled waterline and pump station and utility relocations. Scope of services included construction management, administration, schedule analysis, RFI's, CCO's and submittal review and processing, progress payments, weekly meeting, and monthly reports.

City of Rialto, Joe Sampson City Park Project

Anser provided construction management, inspection, and labor compliance services on a new \$5.2M eight-acre community park. Project features included a new parking lot, prefabricated public restroom building, splash pad, playground equipment, shade structures and canopies, mass grading, roadway and utility improvements, pathway lighting, street lighting, storm water BMP placement and compliance, fencing, railing, basketball courts, soccer fields and community art projects. Duties included overseeing contractor's work product, managing site inspection, administration and materials testing staff, managing, and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the City staff. Our Construction Manager oversaw the construction project progress and labor compliance, provided submittal reviews, responded to contractors RFIs, RFCs, processed monthly progress payments and coordinated with local utilities, project designer and City Project Manager.

References

CITY OF LONG BEACH, PUBLIC WORKS, PROJECT MANAGEMENT BUREAU

Marilyn Surakus, Bureau Manager, 562.570.5793, marilyn.surakus@longbeach.gov

CITY OF LONG BEACH, PARKS, RECREATION & MARINE DEPARTMENT

Nancy Villasenor, Park Planning & Partnerships Manager, 562.570.3165,
nancy.villasenor@longbeach.gov

CITY OF LONG BEACH, PARKS, RECREATION & MARINE DEPARTMENT

Brent Dennis, Director of Parks, Recreation & Marine; 562.570.3170, brent.dennis@longbeach.gov

CITY OF LONG BEACH, LONG BEACH AIRPORT

Stephan Lum, PE, Senior Civil Engineer, 562.570.2682, stephan.lum@longbeach.gov

CITY OF LONG BEACH, PARKS, RECREATION & MARINE DEPARTMENT

Meredith Reynolds, Special Deputy City Manager for Recovery, (former Park Planning and Partnerships Manager), 562.570.3165, meredith.reynolds@longbeach.gov

CITY OF LONG BEACH

George Ker, Sr. Civil Engineer; (562) 570-6525; george.ker@longbeach.gov

CITY OF LONG BEACH

Sean Crumby, City of Huntington Beach, Public Works Director, (formerly City of Long Beach),
714.374.5348, sean.crumby@surfcity-hb.org

Pacific Land Consultants, Inc.
28441 Highridge Rd. #230
Rolling Hills Estates, CA 90274
310-544-8689
Chris Vassallo PLS
plscal@msn.com



Field/Office Survey Services.

Pacific Land Consultants, Inc. has been in business for 26 years in the LA/OC area. We provide survey services for construction staking, ALTA's, topographies, aerial layout, and state of the art GPS work.

We have two fully equipped crews with the latest technology, so we can be in contact with the office at all times. We have AutoCAD capabilities in the field, and with our PC phone cards can email information back and forth with the office.

Our employees have all been in surveying for many years, our two crew chiefs have over 30 years experience between them. They can evaluate boundary establishment, construction changes, and most questions that may arise in the field.

Our office staff is equipped with the latest Civil 3D AutoCAD, and is capable of producing a variety of finished products, such as topographic surveys, slope analysis surveys, ALTA surveys, construction drawings, showing points field crews set.

We have all the proper insurances needed to field a crew, including E&O, workman's comp, auto, and business liability.

Robert DePrat, P.E.
1853 Yorba Linda Bl#235
Yorba Linda, Ca. 92886
714-749-3077
rdeprat@bluepeakeng.com
California (#60482)
Bachelor of Science, Civil Engineering, UC Irvine
M.B.A. UC Irvine



Professional Experience

Mr. DePrat has over 20 years of professional civil engineering experience serving clients throughout California in a wide range of public park and private development projects. Blue Peak Engineering has provided civil engineering services to HAI throughout its history including sports parks, roadway design and recreation facilities. Along with his depth of experience, Mr. DePrat's success attributes to his dedication to customer service and maintaining valuable working relationships among clients, contractors and jurisdictionally agencies.

1 Peters Canyon #101
Irvine, Ca. 92606
949-387-8500, www.idsgi.com



IDS Electrical Engineers has extensive experience conducting electrical power consumptions studies and field investigations; reviewing plans, drawings and specifications of new construction projects for electrical code compliance and delivering post construction support; providing construction cost estimates for electrical wiring infrastructures and drafting concept studies and reports. Established in 1992, the company has provided professional electrical engineering services to public and private clients throughout California.

FIRM KEY PERSONNEL:

Michael Reed

Affiliations/Associations/Organizations

Illuminating Engineering Society, Orange County Section
Certified Engineering Technologist

Professional Experience

Mr. Reed has over 30 years of Electrical Engineering experience in commercial, municipal lighting and utility infrastructure projects. His expertise encompasses conceptual planning through final design. Rob's background includes serving as the electrical project manager on multiple private and public agency projects. In this role, he collaborates with the in-house MEP team at IDS to deliver recommendations and deferred maintenance reports to his clients. He is also an industry expert in Title 24 Compliance, working with both clients and architects to educate them on the changes to the code. IDS Group has provided master planning and design services to HAI for over 10 years on a multitude of projects.



Sylvia Linn

Background



Ms. Linn has extensive experience in labor compliance monitoring, analysis, audits and implementation of compliance-related processes for public sector agencies. She possesses an in-depth, practical knowledge of the regulatory environment, assessment of operational risks and developing risk mitigation procedures. Ms. Linn is well versed in the tools and resources to enhance monitoring efficiency and works extensively with the cutting-edge technology to streamline the process and reduce risk of error. Ms. Linn's current responsibilities with GCAP Services as the Director of Compliance Relations include payroll/wage determination analysis, and labor compliance monitoring and audits.

Education

Master of Business Administration, 2007

University of Redlands

Juris Doctorate, 1999

Chapman University School of Law

Bachelor of Science, Business Administration, 1993

University of Phoenix

Employment History

GCAP Services, Inc. – Labor Compliance Director	2005 – Present
WBTB, LLC. - Business Development Officer	2004 – 2005
Law Offices of Lively & Associates – Legal Analyst	1999-2004
Data Processing Resources Corp –Technical Analyst	1991-2009

Relevant Experience

- ❖ Performed Labor Compliance monitoring project support for major southern California based transportation agencies. Responsible for overseeing and managing the labor compliance officer responsibilities for construction related contracts and providing oversight of the labor wage monitoring and labor compliance functions for consultant related contracts. Assisted in implementation of LCPTracker software.
- ❖ Supported major transportation authority with labor compliance monitoring using LCPTracker (web-based application) to review contractor and subcontractor compliance with prevailing wage, benefit, and apprentice requirements. Responsibilities included weekly payroll reviews, jobsite interviews, and status reporting. Monitoring duties also entailed ongoing communication with Authority (agency) and contractor/subcontractors.
- ❖ Responds to technical questions regarding prevailing wage requirements for SBCTA projects and monitors to ensure that certified payroll records are submitted by CM firms. She is responsible for conducting audits of payroll records and other related documents for inconsistencies, discrepancies or other issues to ensure compliance with the payment of prevailing wage rates. She monitors workforce utilization reports to verify trade and apprenticeship participation and developed SBCTA's Labor Compliance monitoring procedures.
- ❖ Researches and interprets laws, codes, and regulations affecting the enforcement of prevailing wage rates and advises clients of any changes to state prevailing wage requirements including apprenticeship requirements. Participates in pre-bid and pre-construction meetings to communicate to contractors and subcontractor prevailing wage requirements and obligations.

- ❖ Developed Labor Compliance Procedures to provide help the transportation authorities with document tracking, field activities, certified payroll reviews, labor and overall requirements monitoring and enforcement across its three key construction projects.
- ❖ Extensive experience monitoring and reporting on public works project subject to CDBG funding requirements. Comprehensive understanding of Section 3/HUD reports (HUD 5.7, HUD-2516, and HUD-60002) reporting requirements. Provided guidance to various City agencies in helping to complete reporting requirements.
- ❖ Support various availability and disparity studies in the areas of availability analysis, phone surveys, and in person interviews. Responsible for documenting interview findings and analyzing testimony from public hears held across the state.
- ❖ Perform audit of internal controls for federal and state grants management for major southland transportation authority. Disseminate findings, recommendations, and action plan to capitalize on strengths of current program and correct deficiencies and weaknesses.
- ❖ Developed and maintained Title VI Program Plan for all project phases of Metro Gold Line Foothill Extension Construction Authority. Responsibilities included reviewing the existing program plan, researching regulatory updates and requirements, developing/documenting complaint and investigation procedures, providing instruction on completion of forms.
- ❖ Developed, maintained, and revised policies and procedures for compliance programs, including labor compliance and federal compliance requirements with EXEO, ADA, and Title VI requirements. Assisted with the day-to-day execution of compliance programs.



Kim Morales

Background



Ms. Morales is a highly organized and detail-oriented analyst with a broad range of construction industry experience. She has a thorough understanding of labor compliance related rules and regulations. Kim has experience monitoring and ensuring proper wages are paid and apprentice ratios are accurate. Ms. Morales has worked with subcontractors and client auditors to resolve labor compliance related issues. Kim's responsibilities at GCAP include certified payroll review for major public works transportation projects, field interviews, and compliance reporting.

Education

Santiago Canyon College Classes
OCEMS EMT Accreditation
EMT Certificate

Employment History

GCAP Services, Inc.	2017 – Present
<i>Senior Labor Compliance Analyst</i>	
Atkinsons Contractors, LLC.	2013 - 2017
<i>Labor Compliance Specialist</i>	
LCS Constructors, Inc.	2012 - 2013
<i>Administrative Assistant</i>	

Relevant Experience

- ❖ Perform weekly review of certified payroll reports. Perform monthly review of Training contributions and Fringe Benefits. Conduct Apprentice ratio monitoring and confirm Apprentice Certifications (Federal and State). Prepare and submit labor compliance review reports and perform periodic audits. Maintain all documents in "audit ready" format.
- ❖ Verify compliance with California's Department of Industrial Relations (DIR) and Department of Labor (DOL) requirements. Review certified payroll and supporting documents (Fringe Benefit Statement, Apprentice forms, Training Contributions) to ensure compliance with federal and state funding requirements. Respond to public records requests. Conduct monthly jobsite interviews and overall field audits. Work with subcontractors to compel compliance of prevailing wage deficiencies. Prepare and submit labor compliance review reports and perform periodic audits.
- ❖ Responsible for review, analysis, and organization of labor compliance related documents (jobsite interview reconciliation, certified payroll document management) for major public works transportation project. Including, report generation and status updates.
- ❖ Monitor project apprentice ratios. Ensure correct fringe benefits are paid. Resolve all labor compliance related issues with subcontractors and client auditor. Monitor and ensure project workers are receiving the correct prevailing wage amount as determined by the DIR, Davis Bacon Act, and Labor Unions.
- ❖ Utilized LCPTracker on projects for multiple agencies to audit labor compliance submittals and compile information from the system's myriad reporting features
- ❖ Prepared reports for CDBG funded projects. Extensive knowledge of reporting requirements, including: Section 3/HUD reports (HUD 5.7, HUD-2516, and HUD-60002).
- ❖ Organize and maintain labor compliance related files. Ensure compliance with state and federal standards for document management.

- ❖ Conduct and document field interviews and ensure job-site posters are displayed in the appropriate locations.
- ❖ Conduct and document Commercially Useful Function (CUF) interviews.
- ❖ Provide administrative support for accounts payable and payroll departments. Developed procedures for clerical staff duties and IT for new employees and client. Manage all company contact information.
- ❖ Serve as point of contact for various large public works projects.
- ❖ Responsible for records maintenance, administrative data entry, and managing the submission of timesheets by remote workers. Processed service reports for submission to clients, aggregated daily safety reports, and prepared weekly updates to the field employee schedule.



Ariana Fernandez

Ms. Fernandez is a highly organized and detail-oriented labor compliance specialist with three (3) years of experience performing certified payroll related audit work in the construction industry. She has a thorough understanding of the labor compliance rules and regulations and their applicability to projects and contractors. Ms. Fernandez has experience monitoring and ensuring that proper federal and state wages are paid and apprentice ratios are accurate. She understands the importance of communicating with contractors to achieve optimal compliance.

Education

Bachelor of Arts, Communication Studies/Public Relations
California State University, Fullerton
Associate of Arts, General Education
Orange Coast College

Employment History

GCAP Services, Inc. <i>Audit Specialist</i>	Present
Atkinsons Construction, LLC <i>Project Business Manager</i>	2018 – 2021
Sriwittayapaknam School <i>English Teacher</i>	2016 – 2018
Wheeler’s Speed Shop <i>Administrative Assistant</i>	2013 – 2016

Relevant Experience

- ❖ Collect and review certified payroll reports, fringe benefits statements, DAS forms, payroll deductions, and other related documents from subcontractors.
- ❖ Identify and resolve discrepancies related to payroll and certified payroll reports; facilitate proper reporting of prevailing wages, fringe benefits, apprentice utilization, and resolution of employee wage violations.
- ❖ Certify and submit payroll and other related documents.
- ❖ Conduct weekly site visits and field interviews of prime and subcontractor employees.
- ❖ Process weekly union payroll for 200 skilled craft employees including carpenters, cement masons, laborers, and operating engineers.
- ❖ Compile and submit extra work billing for prime and subcontractors.
- ❖ Issue purchase orders and process invoices.
- ❖ Regularly attend Labor Compliance seminars to remain updated and compliant on current rules and regulations. Track changes and updates to state and federal labor compliance and prevailing wage regulations and standards.
- ❖ Manage accounts payable and accounts receivable, client billings, invoicing, and company expenses. Complete bi-weekly payroll for all internal construction personnel.
- ❖ Serve as the personal assistant to the company owner and perform various administrative duties such as answering inbound calls, scheduling appointments, and maintaining the calendar.
- ❖ Maintain office front by organizing equipment inventory, implement filing system, maintain organization/filing requirements.



Background



Education

Stephannie Gabaldon

Ms. Gabaldon has over 10 years of experience as a regulatory requirements analyst, specializing in both public and private sector project support. She is an expert in identifying and resolving deficiencies in key requirements, analyzing requirements for proposed solutions, interviewing project stakeholders and personnel at all levels; preparing and maintaining all project related documentation (e.g., requirements, status reports, and recommendations to improve efficiency and compliance). Ms. Gabaldon is currently responsible for reviewing contractor and subcontractor certified payroll reports and supporting documents to identify overall compliance with state, federal, and local requirements; analyze, propose and document compliance related solutions.

Bachelor of Arts, Asian American Studies / Educational Studies Minor
UC Irvine, Irvine, CA

Employment History

<i>GCAP Services, Inc. – Labor Compliance Analyst II</i>	<i>2018 - Present</i>
<i>GCAP Services – Business Analyst</i>	<i>2008 - 2010</i>
<i>Ingram Micro – Marketing Administrator</i>	<i>2006 - 2007</i>

Relevant Experience

- ❖ Review certified payroll reports for major transportation projects to validate adherence to federal and state regulations. Reconcile jobsite interviews with certified payroll, confirm wage and classification information.
- ❖ Evaluate apprentice information for compliance with federal and state certifications ratios and wage rates. Ensure that apprentices are appropriately supervised by journeymen with same craft.
- ❖ Conduct labor compliance jobsite interviews utilizing the required interview forms and adhering to jobsite safety protocols. Ensure job-site posters are displayed in the appropriate locations.
- ❖ Worked on Policy and Procedures / Training and Documentation team for two large-scale County of Orange ERP implementations: a) Human Resources and Payroll Management; and b) General Accounting, and Finance.
- ❖ Help to facilitate county-wide requirements gathering sessions to identify discrepancies and inconsistencies between current financial and human resource related procedures, and recommended protocols. Compare results to regulatory and system requirements. Document results and collaborate with project stakeholders and department heads to establish viable solutions, reporting deliverables and resources.
- ❖ Perform requirements gathering and developing functional requirements documentation. Created business process maps and developed proposed solution documents for overall implementation effort.
- ❖ Documented existing technology, legacy systems, and issue tracking.
- ❖ Administered post-implementation end-users support and training.

Work Plan



Letter of Introduction

The project proposes to renovate and modernize Sterns Park to include the site features as shown on the Conceptual Site Plan and request for proposal. The site is currently 0.38 acres and bordered by Maple St. and Farquhar Ave on the west and south, residential uses to the north and east. Sterns Park will be a complete renovation and the first project the City has undertaken in quite some time. We understand that it is of utmost importance for this project to demonstrate to the community integrated involvement between the stakeholders, City staff and the project design and management team. HAI and team will provide efficient and inspired design solutions from input received.

Work Plan

Basic Services. Perform all the necessary professional landscape architectural and engineering services in a timely and professional manner consistent with the standards of the profession.

Project Management. Provide overall project management, project scheduling and consult with all parties and team members throughout the entire length of the project. Meet with City Staff, and others as directed to establish communications and formulate working relationships.

City Provided Information. The City shall provide all existing documentation it has on file for the project that may include existing utility locations and depths, survey/boundary information, copies of easement documentation, list of agencies having jurisdiction over the project, and the contact person for the agency, street improvement plans and storm drain plans. HAI, Hirsch & Associates, Inc will make a good-faith effort to verify the accuracy of such information and utilize it in the preparation of the final working drawings and specifications.

Communication. Participate in consultations and conferences with City Staff and other agencies having jurisdiction over the Project that may be necessary for the completion of the Project. Such consultations and conferences shall continue throughout the project duration. Communication will include a combination of email, telephone and in person meetings at City Hall and/or project site.

Project Feasibility. Provide advice and assistance in determining the feasibility of the Project, analyze the type and quality of materials and construction methods to be selected, and other initial planning matters.

Budget. Use our best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution to maintain the City's stated budget.

Methodology/Project Controls

HAI has served as Lead Consultant over the past 44 years on park projects throughout California, Arizona and Nevada. Every project that we undertake includes monitoring and management of our Consulting Fee, Construction Budget and Schedule. HAI provides a monthly invoice to our clients for our completed work. The progress billing contains previous months billing as well as total contract value and associated completion percentage. The progress billing provides a comprehensive account of where our progress is related to the total value of the contract.



Big League Dreams, Jurupa



Morgan Park Field, Perris



Mother's Beach Play, Long Beach

Quality Control/Quality Assurance

HAI has developed a design quality process for the presentation of deliverables that is consistent and replicable for each deliverable document. Each formal submittal prepared by HAI and team members shall be;

- Reviewed by independent technical staff of the discipline involved.
- Reviewed for coordination and possible interferences by design staff of other disciplines involved.
- Checked by Project Manager for design certification and/or certifies comments for revisions.
- Certified that all comments have been incorporated, checked and back checked in accordance
- Drawings stamped for internal audit as reviewed, checked and back checked. Once all three quality control checks have been completed, documents are ready for delivery.

Check and Certification of reviewed drawings is undertaken by State Licensed Landscape Architects and Engineers.

Scope of Work

Task 1 – Administration

- This task includes the project management services including the requirements for meeting documentation, project schedules, progress reports, invoicing, and administration of Consultant work.
- A kickoff meeting shall be scheduled within the Task Order/Notice to proceed to review Project objectives and requirements, receive initial information from City/Utilities, establish the communication plan and protocols, baseline delivery schedule, and address other issues as necessary to ensure successful Project initiation.

Deliverables: Project Schedule, Progress Reports, Meeting Notes and invoices.

Scope of Work - Site Design

Task 2 – Schematic Design

- Review existing data, such as as-builts, pertaining to the Project
- Survey

We are proposing to conduct a Topographic Survey of the subject Park property to record existing conditions of the surface and all existing improvements thereon such as curbs & gutters, sidewalks, walkways and ramps, fences and walls, drainage inlets, visible above ground utility installations, trees, etc. The Survey will be oriented horizontally to the centerline of one of the adjacent streets, and vertically to a published City of Los Alamitos or County benchmark. A boundary survey will be included to establish the property line of the project from City provided data.

When we have completed the necessary field work, we will generate a Topographic Survey Basemap of the surveyed area. The Basemap will be labeled to identify features surveyed and will include the existing surface depicted by 1-foot contours and spot elevations throughout the surveyed area. Once completed, the Basemap will be provided to the City as an AutoCAD-compatible digital file.



Rotary Park, Long Beach



Barnes Park, Baldwin Park



Plaza Park, Fullerton

- Photo document existing conditions
- Conduct Site Analysis to identify opportunities and constraints of the project site. Review survey and field condition.
- Obtain and review utility information within the public right of way and park site.
- Develop provisions to accommodate existing and new utility facilities (e.g., maintained in place, removed, adjusted, abandoned, or installed).
- Effectively identify utility locations and resolve conflicts on proposed plans to keep the project on schedule.
- Prepare and conduct Geotechnical testing and Report including Infiltration findings.
- Provide photometric analysis of walkways receiving new lighting.
- Prepare Design Development plans utilizing the formal survey as the base sheet. The design shall be predicted upon the preliminary Conceptual Plan included with the request for proposal. Verify the preliminary plan horizontal and vertical control is achievable. Provide design alternates as needed to site the proposed required amenities in relationship with existing grades and ADA accessible code requirements.
- Prepare a preliminary construction cost estimate. Set budgets for proposed amenities.
- Obtain (3) different quotes/proposals of differing manufacturers for the Shade Shelter, Play Structures, Exercise equipment and other site amenities. Prepare materials exhibit and costs estimates for such for review and selection by City.
- Meet with City Staff to review design concepts and estimate. Revise as needed based on input received.
- Provide design boards of revised Design Development Drawings to City Staff for review and comment.
- Conduct a community meeting to introduce the project to Stakeholders, obtain input on the conceptual design and proposed materials. Revise design per direction received.

Deliverables: Preliminary Design Development Drawings and estimates (AutoCAD version compatible with City and PDF). Amenities exhibit featuring photos of proposed materials (. Site Survey (AutoCAD version compatible with City and PDF). Preliminary Grading Plan (AutoCAD version compatible with City and PDF). Meeting Minutes and Supporting Documentation.

Scope of Work - Site Design

Task 3 – Construction Documents

Includes monthly status meetings, reports of work, schedule updates and meeting minutes of all communication and action items.

HAI is responsible for developing and assembling Contract Construction Bid Documents ("Bid Documents") for advertisement and bidding the Project for construction. The Bid Documents shall include all necessary civil, site and site structural, construction and Landscaping/irrigation to be constructed, Construction Plans and supporting documentation for a complete biddable set. Furthermore, HAI shall provide Technical Specifications and Cost Estimates associated with the design plans. All Bid Documents shall be prepared and stamped by a CA licensed Landscape Architect and Professional Engineer with the appropriate license per each discipline of work. The design shall



Izzay Park Playground, Burbank



Mackay Park, Cypress



Fairmont Park, Riverside

comply with all latest applicable codes, guidelines, and standards. Plans to be drawn at 1"=20' and include the following:

- Title/Index Sheet
- Demolition/Protection Plan
- Tree Protection Plan
- Site/Grading and Drainage Plan
- Erosion Control Plan
- Construction Plans and Details, notes (includes Prefabricated Shade Structure)
- Horizontal control plans
- On Site Wet Utility Plan
- Landscape Plans, Details and notes
- Irrigation Plans, Details and notes
- Site Lighting Plan and photometric scale.
- Site Structural details, calculations and notes (light pole footings, shade shelter footings shall be provided by manufacturer)
- Technical Specifications – City shall prepare the boiler plate specifications
- Probable Construction Cost Estimates with back-up/support information on quantities and unit prices.

Note: The permit plans shall include material specifications for the shade structure. The actual design and engineering drawings for the structure will be provided by the manufacturer to the contractor and submitted for building permits while the project is under construction. The manufacturers provide the structural drawings after an order and deposit has been placed. The plans will require the contractor to provide and install.

IDS Electrical Engineering

Assumptions:

1. A new electrical service will need to be coordinated with SCE.
2. No data or communication utilities or subsystems are required.
3. Existing as-built plans for the park site will be provided.

Scope of Services

- Attending one online project coordination meeting.
- Visit the job site with City staff to observe existing conditions and locate a new meter pedestal related to the project and our scope of work.
- Coordinate with Landscape Architect for all electrical design requirements.
- Coordinate with the design team and their consultants, equipment vendors, and all other engineering disciplines as required.
- Coordinate with SCE for point of power service to a new outdoor meter pedestal.
 - Coordination with the City for all required SCE forms and provide forms and preliminary plans to SCE.
 - Coordination with SCE to provide new electrical service to new customer-owned outdoor meter pedestal cabinet and back feed existing restroom building.
- Design Development Plans and Supplemental Items to indicate:
 - Probable new utility service location.
 - Preliminary site photometric plan of new lighting.
 - Proposed electrical equipment locations and identification.
 - Preliminary probable electrical construction cost estimate.
 - Proposed electrical specification table of contents.

- Working Drawings and Supplemental Items at 60%, 90%, and 100% indicating:
 - Location of the new meter pedestal and connection requirements from the SCE point of service.
 - Irrigation controller(s) electrical connection.
 - Site lighting and power connections.
 - Exterior lighting controls.
 - Site photometric plan of new lighting.
 - Structural details and calculations for one lighting pole type.
 - Electrical circuiting, details, notes, load calculations, fault-current, short circuit, voltage drop, etc.
 - Compliance with the local Building Dept. plan check.
 - Probable Electrical Construction Cost Estimates at DD, 60%, 90%, and 100% design.
 - Electrical specifications.
- Construction Support
 - Provide construction phase services as follows:
 - Review shop drawing submittals.
 - Respond to Requests for Information (RFI's) and submit revised drawings if necessary.
 - Attend one site visit and provide a punch list report. Additional site visits during construction will be provided on a time and materials basis.
 - Provide as-built plans from the contractor's provided data.

The Plan format, standard construction notes, and sheet borders shall be commensurate with City standards.

Deliverables:

- 60%, 90% Full Set Construction Set Drawings(AutoCAD version compatible with City and PDF)
- 60%, 90% Contract Technical Specifications (Word and PDF)
- 60%, 90% Engineers Estimate (Excel and PDF)
- Supporting Design Documentation/Calculations (Word, Excel, and PDF)

All applicable plans, technical specifications and construction cost estimates shall conform to City templates. All submittals shall be thoroughly checked as part of the Consultants QA/QC program, inclusive of any independent plan check process. All redlines shall be attached to each re-submittal with a summary matrix of comments, edits, and responses provided noting where the revisions have been incorporated into the specific deliverable as necessary.



Barnes Park Exercise Zone, Baldwin Park



Margie Rice Park, Westminster

FINAL DESIGN DELIVERABLE FORMAT**From Plan Check Review Comments**

Final Bid Package Submittal (100% PS&E):

- *Full Construction Bid Ready Plans (1 PDF file for City duplication and printing and Autocad files)*
- *Specifications (PDF and DOC file formats)*
- *Project Cost Estimate (Excel file, and PDF)*
- *All Supporting Documents(PDF and/or DOC)*

Task 4 – Bidding

- HAI team shall be available throughout the advertisement and bidding period to provide technical assistance to the City. This requires assistance with bidder's inquiries, preparation of addenda, and attendance at the pre-bid field meeting. Bidding procedures shall be the responsibility of the City

Deliverables: pre-bid meeting notes, comments on requests for information, plan/specification revisions, addendums to bid.

Task 5 – Construction Support – Hirsch & Associates, Inc. shall provide the scope/services as outlined below. Answer Advisory will provide Project and Construction Management services per our proposal and scope.

- Prepare the Pre-Construction meeting agenda for the City's review. The following items will be reviewed at the Pre-Construction meeting:
 - Plans, Specifications and Inspection Process
 - Submittals and the approval process
 - City and State Funds
 - Geotechnical Materials Testing and Materials acceptance/approval process
 - Impacted Utilities, Coordination with the City, Departments, and other impacted agencies
 - Coordination with schools, residents, businesses and similar entities
 - Public Notices, construction schedule, and traffic control (if needed)
 - Encroachment Permits, if any
 - Agreed communication
 - Weekly Statement of Working Day Reports, contract time and progress meetings
 - Contract Change Order (CCO) process
 - Final project walkthrough, punch list items, preparation of as-built drawings and project acceptance
- Conduct preconstruction meeting with City and Contractor. Prepare meeting minutes and distribute to all parties.
- Review contractor payment requests and provide City opinion of work completed.
- Coordinate with City project manager, city staff and inspector as necessary during construction.
- Review contractor prepared construction schedule and verify adherence during the life of the project.
- Update schedule and progress verification as field operations continue and change original schedule.



Mackay Park Garden



Colorado Lagoon Play Area Ren

- Review and approve product submittals and shop drawings in accordance with construction documents.
- Attend on-site project meetings to review work of the contractor. Prepare written reports of meetings for distribution to all parties. Meeting shall occur a minimum of 1 per week. Document what work is taking place and compare to project schedule. Photo document and include in project log of meetings and minutes.
- Coordinate with all parties by telephone, fax and e-mail as necessary.
- Contract Change Orders (CCOs) may be requested by the City, Contractor or design engineer. When a proposed change is requested, HAI will determine the need for the change, check for conformance to standards, consider other remedies, method of compensation, impact on contract time, estimate of cost, and the likelihood of final approval.
- If HAI finds the proposed change is reasonable, a proposed change order file will be established. Documents prepared by HAI regarding the Change Order will be given to the Contractor for pricing. HAI will review and evaluate the Contractor's CCO proposal. Based on the review, HAI will provide a recommendation to the City.
- Observe and approve all soil preparation material, planting methods, and finish grading prior to planting. Visit local Nursery and tag plant material for project (3 Nurseries)
- Observe the inspection of the installation of all landscape and irrigation equipment.
- Respond to contractor's Request for Information (RFI's) and other questions during project construction.
- Conduct substantial completion review and Contractor and prepare punch list. Review and approve punch list items upon their completion.
- Conduct final project review upon completion of 30-day plant establishment and 60-day landscape maintenance periods, and issue letter of acceptance to City.
- Review and approve all contractor supplied closeout items, manuals and charts for irrigation system, lighting and building as specified in the contract specifications.
- Record Drawing Plan Preparation: Update the most current set of approved drawings to incorporate record field modifications provided but the contractor and as noted during the final walk of the site. We will provide the appropriate record drawing documentation as required by the local Agency.

Deliverables: meeting notes, comments on requests for information, plan/specification revisions, punch lists and items of correction

Scope of Work-Construction Management

Anser Advisory has reviewed the project scope for the purposes of this cost breakdown as provided per RFP 2022-02 Sterns Park Improvement Project dated September 19, 2022. We understand the project scope will include demo of existing site structures, hardscapes, and landscaping to prepare site for site improvements to include new playground and fitness equipment, rubber surfacing, shade structures, ADA site improvements, site lighting and electrical improvements, landscaping, and irrigation improvements, and exiting tree preservation.

Anser understands that construction management, inspection services and labor compliance oversight will be required. The following proposal and fee summary identifies Anser's Project Management, Construction Management, Construction Inspection, and Labor Compliance oversight throughout the preconstruction, construction, and post construction phases of this project. We anticipate a 5-month project duration will be needed to provide these services.

Construction Inspection

Anser will provide construction inspection services to provide the following services throughout this project: QA, special inspection and testing services for concrete, rebar, structural footing, soil compaction, and other items as based on project's final design specifications. Anser will manage oversight of the inspection services and coordinate findings with City, Designer, and Contractor as needed. Anser also understands that geotechnical surveys, testing, and inspection services will be provided by Hirsch & Associates for this project. The fee summary below identifies the proposed fee for construction inspection services to be provided over the expected 5-month project duration.

Labor Compliance Oversight

Anser recognizes that Hirsch & Associates/GCAP will provide labor compliance services to monitor and enforce prevailing wage project requirements throughout this project. Anser will review monthly labor compliance reports and coordinate with the Contractor the submission of any outstanding documentation throughout this project. Anser will also coordinate Contractor's payment and retention based on the status of their labor documentation. Anser's labor compliance support services have been included in our proposed Construction Management fee summary below over the expected 5-month project duration.

Project Document Control – VPO

Anser understands that project document control management software will be required throughout this project. Anser's staff will use a virtual project office (VPO) platform for all project document control needs throughout the life of this project. Training will be provided to all external users of the project team as needed. A fee of \$1,500 per month for use of VPO is reflected in the fee summary below over the expected project duration of 5 months.

Project Management & Construction Management

Anser staff will work with the City staff, Contractor, and Designer to coordinate project activities. The following items break out the preconstruction phase activities to be performed by Anser:

1. Review final plans and specs, and all other contract and construction documents
2. Assist City with public awareness and local stakeholder coordination as needed
3. Manage contractor public construction notices and information signage
4. Review site and surrounding area to identify potential construction issues
5. Monitor Contractor conforms to all City standards and construction practices
6. Review Contractor's contract documents to identify any omitted or conflicting details
7. Review, manage, and process all submittals, RFIs, change orders and other documents
8. Monitor Contractor's construction schedule for any deviations with actions to mitigate
9. Project document control and tracking using VPO (Virtual Project Office) software
10. Participate and conduct preconstruction meetings with minutes supplied
11. Coordinate site walk meetings with City, Designer, Contractor, and consultants
12. Prepare and present preconstruction project conflicts and concerns
13. Answering questions prior to start of work
14. Site management to resolve Contractor issues as needed to mitigate claims as able
15. Negotiate and prepare change orders with cost estimates to support City as needed
16. Document Contractor discussions and data to be logged to support potential disputes
17. Provide City with quality, time and cost analyses for negotiations of contract changes
18. Monitor and enforce Contractor site safety & SWPPP protocols
19. Coordinate and manage all construction inspection and specialty testing related work
20. Monitor and coordinate design, surveying, testing, utility work and other agencies
21. Coordinate work between Contractor and public/private utilities or other agencies
22. Prepare weekly & monthly project summary reports with photo documentation
23. Coordinate and lead weekly construction progress meetings with minutes provided
24. Coordinate specialty site meetings with project team and consultants
25. Change order review, negotiation, and coordination with City PM
26. Coordinate and process progress payments with City PM

27. Coordinate final punch walk & final acceptance
28. Review as-builts for accuracy and completeness
29. Prepare NOC to City upon final acceptance
30. Labor compliance oversight and Contractor coordination of documentation
31. Report monthly status of Contractor's labor compliance status with City
32. Closeout documentation and retention payment processing
33. Prepare and present all project closeout documents and supplies to City

Construction & Close-Out Exclusions

Below are excluded services which may be required during the construction and close-out phases. Some of these items may be performed by the City staff.

- Community Relations / Public Outreach
- Monthly construction progress reports
- Manage or scheduling of independent playground inspection
- Material sampling or Special inspection/testing
- QA Arborist or Biologist monitoring
- QA Survey or Geotechnical monitoring
- QA Inspection

SCOPE QUALIFICATIONS AND ASSUMPTIONS

Team services are limited to those expressly set forth in the scope. We will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- Title Report: The owner is to provide a current title report for the property. This will allow and existing easements to be identified, if any.
- Existing Utilities Locations: Unless otherwise indicated or provided by others, any existing utilities identified on our team drawings/plans are based on information provided by the City and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed.
- Existing Utility Capacities: Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
- Revised Site Plan: At the completion of the Schematic Design phase, the site plan is final and only minor alterations will be made. Any significant changes from the City may necessitate additional fees.

2) Assumptions

- Off-Site Improvements: Off-site improvements are not included and limited to those described in the scope of work. If additional off-site improvements are subsequently required during the planning, entitlement process, or permitting process, we will notify the City of the change in scope and provide an additional service request to cover the new improvements.
- QSP Services: We have assumed that the contractor will provide Storm Water Inspection QSP services during construction, for the project including implementation, Annual Reports, and Notice of Termination (NOT), for the SWPPP document.
- Traffic Control Plan and Construction Haul Route Plan: These will be prepared and coordinated by the Contractor.
- The City will pay all costs for plan check and permits with all jurisdictional agencies.
- The City will pay all costs for printing and shipping.

SCOPE OF SERVICES

Our labor compliance consulting services tasks will include the following:

- Provide review and compliance with the following laws and regulations:
 - California Labor Code Sections 1774-1775, 1776, & 1777.5
 - Senate Bill 854 (SB 854) and Assembly Bill 219 (AB 219) Requirements
 - Federal Davis Bacon (DOL) and Department of Industrial Relations (DIR)
 - All documents mandated by State of California, Federal Department of Labor, City of Los Alamitos and by the contractor.
 - Section 3 monitoring completing the Summary Report (60002 form)
 - HUD reporting (2516 form) Contractor Subcontractor Activity Report.
 - HUD 5.7 Enforcement Report



- Schedule and conduct pre-construction meeting with contractor and subcontractors to review labor compliance regulations (EEO, Section 3, Prevailing Wage, and other applicable labor compliance information). Prepare necessary documentation to be distributed at such meetings.
- Monitor prime and subcontractor(s) payment of applicable prevailing wage rates, payment of training funds, and ensure employment of properly registered apprentices and that appropriate apprenticeship ratio is being met.
- Monitor construction sites by performing on-site review of postings (to ensure compliance with EEO posting requirements) and interviews for verification of proper payments of prevailing wage rates and work classification.
- Provide discrepancy notices no less than (1) once per month on all items missing, incomplete, or incorrect. Follow-up to ensure compliance.
- Provide a recommendation to withhold contract payments and imposing penalties for noncompliance, as applicable.
- Identify potential labor compliance claim issues before they arise and investigate probable violations and complaints of underpayments.
- Assist prime and subcontractor(s) with the completion of required labor compliance documentation and wage determination as necessary or required.
- Assist with Public Works/Prevailing Wage questions, issues, and research as needed or required.

Proposed Staff Name Project Role	Proposed Duties	Relevant GCAP Experience
Kim Morales Senior Labor Compliance Analyst	• Manage implementation of HUD, Public Work, and Section 3 and EEO programs. • Serve as primary point of contact to assist and advise in preparation of Construction Bid Documents. • Ensure Federal and State Wage decisions are current at Bid opening (and other appropriate dates). • Determine labor standards parameters for construction projects. • Oversee and monitor certified payroll review process • Notify the City and prime contractor of labor discrepancies or potential violation and advise on corrective actions. • Identify violations and investigate complaints of underpayments to workers. • Prepare and submit: Notice of Standards Violation Report, HUD 5.7 Enforcement Report (as needed), HUD-2516, and other labor compliance related reports to appropriate parties. • Participate in final review meeting with the City.	• Reviewed and reported prevailing wage discrepancies. • Verified compliance with California's Department of Industrial Relations (DIR) and Department of Labor (DOL) requirements. • Reviewed certified payroll and supporting documents (Fringe Benefit Statement, Apprentice forms, Training Contributions) to ensure compliance with federal and state funding requirements. • Verified all required poster displays met criteria standards for EEO, DOL and DIR "On site job posting." • Prepared annual, semi-annual, and monthly reports. • Monitor and maintain prevailing wage compliance documents. • Monitor training fund contributions and work force reports to verify apprentice participation. • Prepare and submit labor compliance review reports and address labor compliance inquiries.
Stephannie Gabaldon / Ariana Fernandez Labor Compliance Analyst II	• Assist with contractor and subcontractor eligibility verification. • Create and maintain Labor Compliance Labor Standards Enforcement File • Assist with monitoring of weekly Certified Payroll reports and help to identify violations and	• Perform Certified Payroll review for major transportation projects (, I-405, I-15, I-10 Corridor, L.A. Westside Subway Extension) • Conducted jobsite interviews while utilizing required interview forms and adhering to jobsite safety requirements.

	investigation of worker complaints. • Assist with performing jobsite interviews, as needed. • Prepare various labor compliance related reports regarding Contractor and Subcontractor compliance. • Prepare and submit: Notice of Standards Violation Report, HUD 5.7 Enforcement Report (as needed), HUD-2516, and other labor compliance related reports to appropriate parties.	• Checked contractor public works registration status with the Department of Industrial Relations. • Reconciled jobsite interviews with certified payroll, confirmed wage and classification information. • Reviewed all certified payrolls weekly, Section 3 monitoring and reporting (HUD-60002 form) for various City of Anaheim projects. • Prepared the 5.7 Enforcement reports as underpayments were identified and supplemental wages paid. • Review and reconcile jobsite interview information with certified payroll reports. Document findings. • Conducted audits at individual and group level. • Researched and implemented regulation changes/updates to compliance programs. • Assist with preparation of client reports and respond to questions.
Sylvia Linn Labor Compliance Manger	• Provide general oversight • Review and deliver closeout files. • Meet with project stakeholders, as requested.	• Manage labor compliance monitoring for various city infrastructure and major highway transportation projects. • Research and communicate regulatory requirements.

PROJECT APPROACH

1. Participate and present prevailing wage requirements at Pre-Construction Meetings:

- Research and interpret laws, codes, and regulations affecting the enforcement of prevailing wage rates. Create Pre-Construction checklist of new and existing regulatory requirements.
- Present HUD, Section 3, and labor compliance reporting requirements to the project team (contractor and subcontractors)
- Present draft of meeting handouts for review and approval.
- Conduct the pre-construction orientations with contractors and subcontractor to ensure their understanding of prevailing wage and Davis Bacon requirements. Respond to questions.
- Identify wage determinations applicable to projects assigned.
- Respond to technical questions regarding requirements.

2. Secure and collect weekly Certified Payroll Records (CPRs) no later than the 10th of each month following the commencement of work

- In preparation for data collection, create "Project Reporting System" to oversee timely submittal of certified payroll reports and other related documents to ensure compliance.
- Maintain all compliance files and documents relating to prevailing wage activities in an "audit ready" inspection format and location (securing all hardcopy documents in locked fireproof cabinets).
- Establish secure virtual environment for electronic files.
- Program monthly reminders for payroll submission tracking.
- Use "Project Reporting System" to oversee timely submittal of certified payroll reports and other related documents to ensure compliance.
- Identify wage determinations applicable to projects assigned.

3. Perform ongoing monitoring and reporting to ensure compliance by all contractors and subcontractors

- Continually research and interpret laws, codes, and regulations affecting the enforcement of prevailing wage rates. Advise (via monthly reporting) of any changes to state prevailing wage requirements including apprenticeship requirements.
- Ensure compliance with Senate Bill 854 contractor registration and payroll submission to DIR.
- Respond to Requests for Information (RFIs) regarding Labor Compliance requirements from contractors, subcontractors, unions, and other parties.
- Respond to technical questions regarding prevailing wage requirements.
- Provide information and data on trades and trade classifications performing on projects.
- Ensure that certified payroll records are submitted by prime contractors and subcontractor(s).
- Conduct audits of payroll records and other related documents for inconsistencies, discrepancies, or other issues to ensure compliance with the payment of prevailing wage rates.
- Monitor the submittal of Fringe Benefit Trust reports.

- Identify wage underpayments through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.
- Issue discrepancy notices (at least monthly) to prime as needed. Calculate and recommend amount of wages to withhold from the contractor's payments/retention
- Calculate and make recommendations to withhold contract payments/retention (after second notice to contractors).
- Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare reports regarding any deficiencies.
- Prepare documentation for disbursement of back wages, training funds and/or penalties due.

4. Perform jobsite field reviews as required under the frequency standards

- Conduct biweekly onsite interviews to determine wages paid to workers (minimum of 10% of all workers on project).
- Verify proper regulatory posting requirements are met at jobsite location (in compliance with the EEO posting requirements).
- Photograph jobsite and work being performed to be used as a cross-reference for auditing against payroll documents.
- Reconcile wage rates paid and to observe the job classification they are performing. Compare to payroll submissions and daily reports.

5. Monitor regulations for Department of Apprenticeship Standards (DAS)

- Verify and enforce submission of apprentice forms (DAS-140, DAS-142), as applicable.
- Continually monitor apprentice registrations, journeyman to apprentice ratio, and report on expiration/completion status.
- Monitor the submittal of Training Fund Contribution Reports.

Preliminary Schedule



Sterns Park

Project Schedule

Scope of Work

Time

Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
City Approves Contract 11/21/22										
Kick Off Meeting										
Preliminary Design										
Contact Utility Providers 2 weeks										
Site Survey 2 weeks										
Site Analysis										
Conceptual Design & Estimate										
Staff Review and Comment										
Conduct Stakeholder Meeting										
Finalize Design and Estimates										
Staff Review and Comment										
City Council Presentation										
Construction Documents										
60% Complete Plans, Specifications and Estimate										
City Review										
90% Complete Plans, Specifications and Estimate										
City Review										
100% Complete Plans, Specifications and Estimate 2/20/23										
Project Bidding										
Award Of Construction Contract 4/17/23										



Administration and Design



City Review



Public Presentation (if required)



Project Bidding and Award

Sample Projects



EL DORADO PARK FIELD LONG BEACH, CA

Client

City of Long Beach, California

Contact

Nancy Villaseñor, Project Manager
562-570-3165

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Project Status

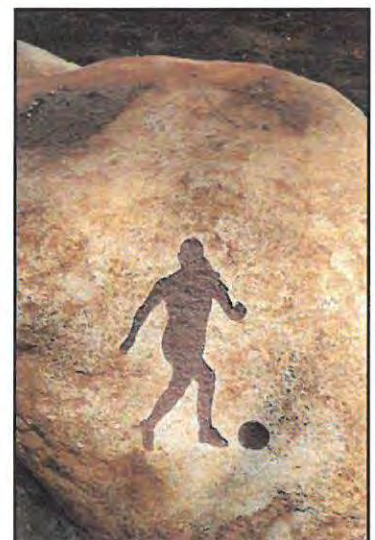
Completed September 2021

Project Cost

\$2.5 Million

Project Description

HAI provided conceptual design, construction documents and estimates, permitting and construction support for this artificial turf field. The design is intentional without security fencing, open to the public. It is an adult size field with youth fields included with striping. The infill is cork and sand, ADA access was designed into the project from existing parking lot and right of way. The existing trees were protected in place around the perimeter. Boulders were included to prevent vehicular vandals from entering the field, dispersed among the existing trees. 25 of the boulders are engraved with unique silhouettes that HAI designed.



COMMUNITY PARKS



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

FAIRMOUNT PARK RIVERSIDE, CA

Client

City of Riverside, California

Contact

Randy McDaniel
Principal Park Planner
(951) 826-2000

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Universal Play Consultants
Shane's Inspiration

Electrical Engineering
Reedcorp Engineering

Project Status

Completed in November 2010

Project Cost

\$3.8 Million

Project Size

9.4 Acres



California Park & Recreation Society
2010 Award of Excellence
Category: Community Park

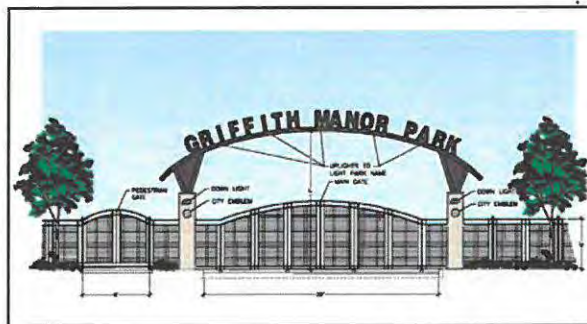
Project Description

The location of the new play area previously contained a small play area and picnic tables. Fairmount park once contained a small amusement park with a carousel. The new universally accessible play area was theme to recreate the amusement park atmosphere. A 60' diameter shade structure at the tot lot replicates the original carousel. Swings, splash pad, sand play, sensory walls, floor chimes and whimsical play equipment encourage children and adults of all ages to linger and play.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

GRIFFITH MANOR PARK **GLENDAL, CA**



Client

City of Glendale, CA
Community Services

Contact

Shahen Begoumian
(818) 548-3796

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Building Architect
Crane Architectural Group

Project Status

June 2011

Project Cost

\$2.5 Million

Project Size

3.5 acres

Project Description

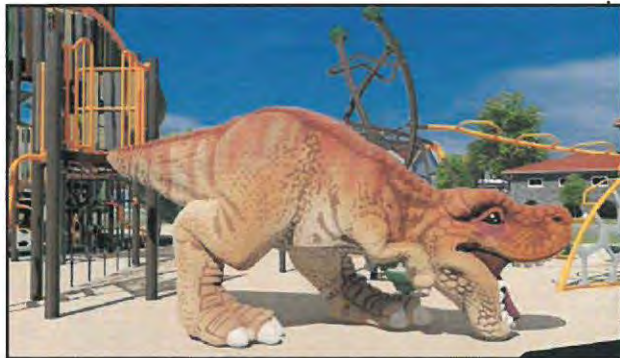
The property that is now Griffith Manor Park was originally part of the Glendale Airport and dates back to the 1920's and housed the US Army Air Corp planes, pilots and grew during World War II. After the airport was removed the property was developed as a public park in the 1950's serving the surrounding industrial companies and residents.

As part of the City's Park and Recreation Master Plan the park was designated for redevelopment in 2006. HAI was selected by the City to prepare a park master plan and conduct community workshop to determine the needs of the surrounding community. From these workshops the community desired to remove the outdated community building and picnic facilities, preserve the existing mature trees, construct a new community building, picnic facilities, splash pad, children play areas, full size basketball court and on-site parking. The park meets all NPDES sustainability standards by retaining all storm water on site for infiltration into the ground water aquifer.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

LONG BEACH PLAYGROUNDS, RENOVATION OF 12 PLAY AREAS LONG BEACH, CA



Client

City of Long Beach, California

Contact

Eric Lopez, Director of Public Works
562-570-5690

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Project Status

10 Completed, 2 Under Construction

Project Cost

\$7,000,000

Project Description

HAI is assisting the City in renovating a number of play areas throughout the City utilizing Long Beach Measure-A funding. Each play area being upgraded is intended to be different from the others. The play areas are considered to be "destination" play areas featuring unique equipment and site features such as slides built into hillsides, zip lines and custom play features featuring Dinosaurs and skateboard furnishings. The project started in 2017 and is still in progress based funding availability. Parks included are Drake, Eldorado, Jackson, Veterans, MLK, Whaley, Recreation, Channel View, Los Cerritos, Recreation, Colorado Lagoon and Cherry.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

MACKAY PARK, CYPRESS, CA



Southern California Chapter of the American Public Works Association (APWA)
2017 Project of The Year Award

Client

City of Cypress, California

Contact

Mr. Nick Mangalakiri, Senior Civil Engineer
City of Cypress
Cypress, CA 90630
(714) 229-6729, nmamakai@c.i.cypress.ca.us

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Project Status

Completed November 2017

Project Cost

\$2.7 million

Project Size

2.9-acres

Video Link

<http://VIMEO.COM/24888071>

Project Description

Mackay Park is developed on a 2.9-acre portion of the former Mackay Elementary School property. The remaining portion of the school site has been redeveloped and features a new residential community. The park design was derived through community meetings conducted by HAI with area residents, and meeting with City staff, Park Commission and City Council. The new park will feature both active and passive recreation, user-friendly activities and utilize sustainable materials and technology. All products and materials will be recyclable, irrigation system will be State of the Art conforming to the Landscape Ordinance (AB1881), native plantings in all non activity areas, lawn areas to be less than 30% of the project area for water conservation, solar lighting for the walkways and park lighting to reduce power consumption, stabilized DG walking paths and exercise station to promote heart healthy actives, universally accessible children play areas, half court basketball for active recreation, prefabricated restroom building, group and individual picnic facilities to promote family activities, public art area, small parking lot, and a aesthetically pleasing streambed (bio filtration system) that will capture all storm water run-off allowing water infiltration in to the subterranean surface of the park.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

MORGAN PARK BALDWIN PARK, CA

Client

Department of Parks & Recreation
City of Baldwin Park

Contact

Mr. Manual Carrillo
Director of Parks & Recreation
City of Baldwin Park
626-813-5245

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Electrical Engineer
Reedcorp Engineering

Project Status

Completed Summer 2010

Project Cost

\$1,200,000

Project Size

2 acres

Project Description

Morgan Park is the busiest park in the City of Baldwin Park and contains their largest community center as well as a senior center. The existing play area was prominently located at the corner entrance to the park was in poor condition. Play equipment was outdated and did not meet current safety standards. A spray/splash feature was in disrepair and was marginally functional. Parking for the facility was not adequately provided.

Park improvements included a new parking lot with bio swales collecting all run off water, total removal and redesign of the play area and public plaza, new entry plaza to the adjacent senior center, 1,400 sf splash pad (recirculating water), separate tot lot and school aged play structures, shade sails, plaza lighting, parking lot lighting and a war memorial. Planter walls feature tiles painted by local children engaging a sense of ownership of the facility by the community.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

RIVERA PARK PICO RIVERA, CA

Client

City of Pico Rivera, California

Contact

Mr. Ralph Aranda
(562) 400-3428

Consultants

Prime Consultant, Landscape Architects
Hirsch & Associates, Inc.

Architect
Crane Architectural Group

Civil Engineer
DMS Consulting Engineers

Electrical Engineer
Reedcorp Engineering

Project Status

Grand Opening August 16, 2012

Project Cost

\$5.7 Million

Project Size

15.8-acres

Awards



Southern California Chapter of the (APWA)
American Public Works Association,
2013 Project of the Year



Southern California Municipal Athletic
Federation (SCMAF),
2013 Outstanding New Recreation Facility Award

Project Description

Rivera Park completed in August 2012 incorporates latest innovation in park design featuring (5) five State of the Art baseball fields and sports lighting, (2) two batting cages, commercial grade concession kitchen and food court, community center, gymnasium, universally accessible playground for all children, group picnic and individual picnic areas, a water efficient Smart irrigation system, and an environmentally friendly subterranean storm water retention system.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

WILSON PARK SPLASH PAD TORRANCE, CA



Client

City of Torrance California

Contact

John Jones
Director, Community Services Department

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Electrical Engineer
IDS Engineering

Project Status

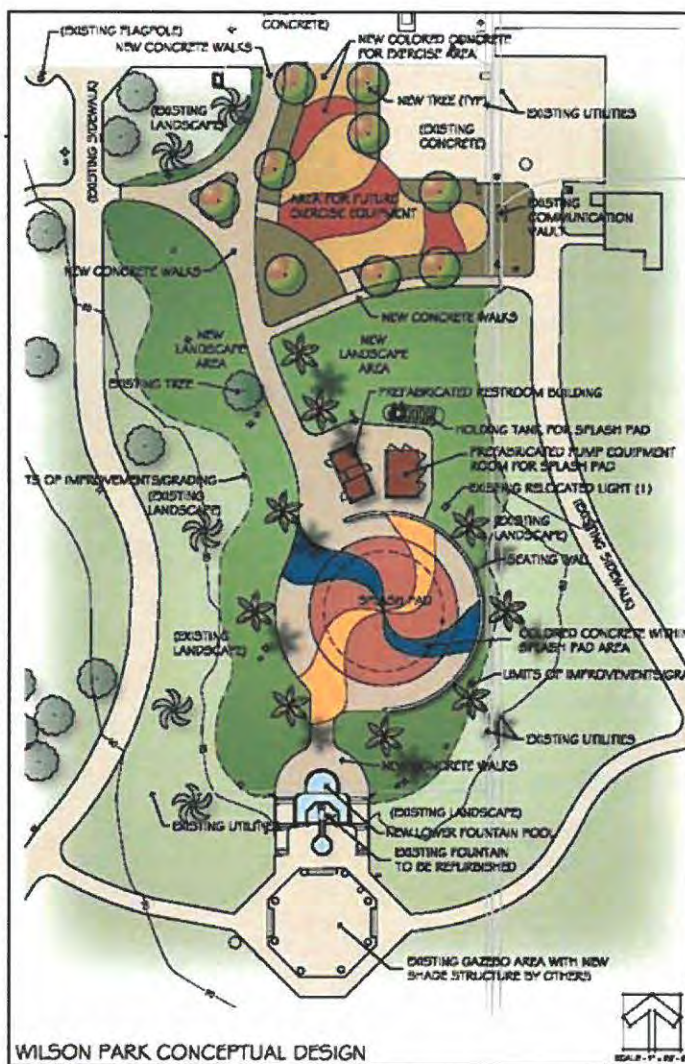
Completed October 2018

Project Cost

Construction Cost \$1.3 Million

Project Description

Wilson Park Splash Pad project, designed by HAI, Provides a new amenity to replace a defunct pond within the existing park. The design filled the old pond and included a 1,450sf Splash Pad with recirculation system, pump equipment shed, prefabricated restroom building, refurbished an existing fountain, concrete pad for future outdoor exercise area, relocated area lighting, and minor landscape and irrigation improvements. The splash pad features in grade nozzles and jets with color changing LED lights. The project was designed to allow for modification of splash pad to include above ground spray features as funding becomes available.



ROTARY CENTENNIAL PARK

LONG BEACH, CA

Client

City of Long Beach, California

Contact

Ms. Sharon Gates
Parks, Recreation & Marine Dept.
(562) 570-3124

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Electrical Engineer
Reedcorp Engineering

Geotechnical Engineer
Sid Geotechnical

Project Status

Completed June 2005

Project Cost

\$1,000,000

Project Size

1.3-acres

Award



California Park & Recreation Society
2005 Award of Excellence
Category: Neighborhood Park

Project Description

The park is located adjacent to Pacific Coast Highway within an abandoned Pacific Railroad right-of-way. Through community meetings, the neighborhood was encouraged to provide input regarding the design of the park layout. The Rotary Club of Long Beach coordinated bringing in artists to develop a scaled solar system walk within the park. It consists of a Sun Dial at the center with the nine planets of the solar system and an asteroid belt located at a scaled distance from the sun. The planets are 36" concrete spheres, painted by local artists to represent each planet and are mounted on their scaled orbital radius. Other park amenities include a play turf area, shade shelter/picnic pavilion, grills, schooled aged play structure and fenced tot lot play structure, as well as a new bus stop along Pacific Coast Highway which was integrated into the park design.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Professional Fees





HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Sterns Park Renovation

Proposal A Project Design

Description		Totals
Civil Engineering/Topographic Survey	\$12,000.00	\$12,000.00
Site Amenity Plans	\$16,450.00	\$16,450.00
Landscape and Irrigation Plans	\$12,000.00	\$12,000.00
Shade Shelter Plans	\$3,000.00	\$3,000.00
Playground and Fitness Station Plans	\$27,000.00	\$27,000.00
Geotechnical Investigation	\$5,500.00	\$5,500.00
Specifications and Cost Estimates	\$6,000.00	\$6,000.00
Bidding Assistance	\$3,500.00	\$3,500.00
Construction Support/Federal Labor Complian	\$28,500.00	\$28,500.00
Project Management	\$5,500.00	\$5,500.00
Proposal A Project Design		<u>\$119,450.00</u>

Sub Consultant

Structural Engineer	\$6,000.00	\$6,000.00
Electrical Engineer	\$21,000.00	\$21,000.00
Proposal A Project Design		<u>\$146,450.00</u>

Proposal B - Project Management & Inspection Services

Preconstruction Services

Project Manager 7hrs@\$234	\$1,638.00	\$1,638.00
Construction Manager 96hrs@\$175	\$16,800.00	\$16,800.00
Clerical 6hr@\$95	\$570.00	\$570.00
VPO	\$1,500.00	\$1,500.00
		<u>\$20,508.00</u>

Construction Services

Project Manager 34hr@\$234	\$9,887.00	\$9,887.00
Construction Manager 480hr@\$175	\$84,000.00	\$84,000.00
Construction Inspection 62hr@\$155	\$9,610.00	\$9,610.00
Clerical 40hr@\$95	\$3,800.00	\$3,800.00
VPO	\$4,500.00	\$4,500.00
		<u>\$111,797.00</u>

Post Construction Services

Project Manager 5hr@\$234	\$1,170.00	\$1,170.00
Construction Manager 64hrs@\$175	\$11,200.00	\$11,200.00
Construction Inspection 4hr@\$155	\$620.00	\$620.00
Clerical 11hr@\$95	\$1,045.00	\$1,045.00
VPO	\$1,500.00	\$1,500.00
		<u>\$15,535.00</u>

Proposal B Project Management and Inspection	\$147,840.00
HAI Mark up 8%	\$11,827.00

Proposal B Total	\$159,667.00
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Grand Total Proposal A & B	\$306,117.00
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Reimbursable Expenses

Recommended to include funding to cover printing	\$5,000.00
--	------------

Professional Fees

Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses. Fees shall be valid for the life of the contract.

Reimbursement Expenses

All printing, blueprinting, computer plotting, computer scans, photographic reproductions and special overnight deliveries, other than US Postal Service, requested by the City shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates.

HAI

Principal Landscape Architect	\$175
Project Manager	\$115
Senior Designer	\$100
Designer	\$85
Clerical	\$70
Construction Meetings	\$750/ea
Reproduction / Printing	Cost Plus 10%

Subconsultants**Blue Peak**

Civil Engineer	\$210/hr
Design Engineer	\$190/hr
Drafter	\$90/hr

Survey & Geotech	Lump Sum/Flat Fee
Structural Engineer	\$250/hr

Answer Advisor

Project Manager	\$234/hr
Construction Manager	\$175/hr
Construction Inspector	\$155/hr
Clerical	\$95/hr

Travel

Authorized travel associated with project design and project meetings, are included within our fees.

Execution

To initiate professional services, Hirsch & Associates Inc. please provide an executed copy of this agreement included with City Agreement.

Thank you



Charles Foley, President
CA RLA#5567, ASLA



ADDENDUM NUMBER 1

REQUEST FOR PROPOSALS

RFP 2022-02 PROJECT MANAGEMENT FOR STERNS PARK IMPROVEMENT PROJECT

To all bidders under specifications for Requests for Proposals (RFP), for the **Project Management Services for Sterns Park Improvement Project RFP 2022-02**, which are received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 a.m. on Thursday, October 20, 2022:

The intent of this Addendum No. 1 is to address additional questions about the RFP. The following shall be acknowledged:

Q1: Will the preparation of the Storm Water Prevention Plan (SWPPP) be the responsibility of the Contractor proposing on the preparation of the construction documents?

A1: Yes, the Contractor whom is awarded this contract will be responsible for the preparation of the SWPPP, as part of the Plans and Specifications for this project.

Q2: Will liquidated damages be incurred by the Contractor proposing on the preparation of construction documents for design of the project or the Contractor constructing/building the project?

A2: Yes, the Contractor whom is awarded this contract (Plans, Specifications, Engineer's Estimate, Construction Management and Inspection Services) will be subject to liquidated damages. Via a separate RFP and Agreement, the Contractor whom is awarded the construction portion of this project will also be subject to liquidated damages.

Q3: Item numbers 1 through 5 refers to items such as "cleaning the entire building". Does this pertain to this project?

A3: No, **Section 5.5 Liquidated Damages** will be revised as follows:

5.5 Liquidated Damages

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

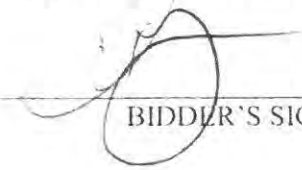
1. Should Contractor fail to perform under the terms of the contract, the City will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance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

Date: October 18, 2022

BY ORDER OF THE CITY OF LOS ALAMITOS

By: 
Ron Noda
Deputy City Manager/Development Services Director

ACKNOWLEDGEMENT BY THE BIDDER:


BIDDER'S SIGNATURE

10-19-22
DATE

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 12A

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Adoption of the Fiscal Year 2024-25 Annual Operating Budget

SUMMARY

City Charter Sections 1201-1205 govern the development and adoption of the City's Annual Budget. Section 1203 requires a public hearing for public input on the proposed budget. Thereafter, the City Council shall adopt the budget with revisions, if any; establish estimated revenues, expenditure appropriations, and transfers of funds of the City.

RECOMMENDATION

1. Review, receive, and file the department overviews for Administration (City Manager, City Clerk, Human Resources), Finance, Police, Development Services, and Recreation and Community Services for Fiscal Year 2024-25; and,
2. Conduct a Public Hearing on the Proposed Annual Operating Budget; and,
3. Adopt Resolution No. 2024-18, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2024-25.

BACKGROUND

Presented for your consideration is the Fiscal Year 2024-25 and 2025-26 Annual Operating Budget for the City of Los Alamitos. In accordance with noticing requirements, the City Clerk has noticed the Public Hearing of the proposed budget, allowing for public comment. Reference copies of the Proposed Budget were made available at the City Clerk's counter before the Public Hearing and were available on the City's webpage.

It is the Council's policy to review each Department's expenditures and revenues to understand better how the departments are spending and receiving funds as part of the budget process. This report includes an overview of the City's departments' budgeted expenditures.

DISCUSSION

The Draft Budget for FY24-25 and FY25-26 was presented to the Budget Standing Committee on April 22, 2024 and a second review was conducted at the May 6, 2024 meeting. In addition, Staff presented the draft budget to the Parks, Recreation and Cultural Arts Commission on May 1, 2024 and the Planning Commission on May 7, 2024. This

report will provide identical information, in addition to budget line-item detail and individual presentations from each department detailing their respective department's operations and goals for FY24-25.

Fiscal Year 2024-25 Budget Overview

The new budget reflects two fiscal years, with the adoption of the first year FY24-25 and the second year FY25-26 provided as a planning tool for the future. This will assist the Council in focusing on long-term and strategic goals.

Shown below are projected revenues for FY24-25 and FY25-26:

	2024-25 Proposed	2025-26 Projection
Revenue Summary		
Property Taxes	\$ 5,436,347	\$ 5,629,908
Other Taxes	11,176,715	11,507,381
Utility User Taxes	2,283,000	2,289,000
Franchise Fees	864,200	868,200
Licenses & Permits	1,123,480	1,170,784
Fines & Forfeitures	1,031,975	1,052,075
Investment Earnings	750,000	750,000
Revenue from Other Agencies	11,000	11,000
Charges for Current Services	1,237,531	1,242,531
Miscellaneous	100,000	100,000
Total Revenue	24,014,248	24,620,879
Transfers In	425,000	425,000
Total Revenue & Transfers In	\$ 24,439,248	\$25,045,879

General Fund Projected Revenues - Fiscal Year 2024-25 projections by category are as follows:

Property Taxes

The report received from HdL (dated September 19, 2023) indicates that property taxes are continuing an upward trend and estimate increases of 3% in FY24-25, followed by 4% growth for FY25-26 through FY28-29. The projections for secured property taxes for FY24-25 and FY25-26 are \$3.0 million and \$3.1 million, respectively. This revenue category encompasses unsecured property taxes, lighting district, and property tax in lieu of VLF. The total property tax revenue projection for FY24-25 is \$5.4 million, estimated to be \$5.6 million for FY25-26.

Other Taxes

The revenue category for Other Taxes includes Sales and Use taxes, Measure Y Local Sales tax, Transit Occupancy tax, and Business Licenses.

Sales & Use Taxes

An updated report from HdL, dated April 30, 2024, reported data for the quarter ending December 31, 2023. The projection and estimate for Sales & Use Taxes is \$3.7 million and \$3.8 million for Fiscal Year 2024-25 and FY25-26.

Measure Y Local Sales Tax

According to the latest report from HdL dated April 30, 2024, estimates for Measure Y Local Sales Tax for FY24-25 are \$6.1 million, and FY25-26 \$6.3 million. The revision represents a combined projected decline of \$300,000 for FY24-25 and \$400,000 for FY25-26 due to lower results for the quarter ending December 31, 2023.

Transient Occupancy Tax

Transit Occupancy Tax (TOT) includes TOT tax from three hotels. The estimate for FY24-25 is \$630,000, and for FY25-26, \$640,000.

Business Licenses

Business Licenses are projected to reflect strong business activity for FY24-25 and FY25-26, at \$750,000 and \$787,000 for both fiscal years. A cost recovery study and review of all fees are being conducted and is expected to be completed later this year.

Utility User Tax

Utility User tax is projected to be \$2.3 million and reflects taxes paid by the following utilities:

- Electricity 6% - Southern California Edison (LAMC 3.20.080)
- Gas 6% Southern California Gas Company (LAMC 3.20.090)
- Telecommunications Frontier Communications 5% (LAMC 3.20.070)
- Water 6% Golden State Water (LAMC 3.20.100)

Franchise Fees

As the Public Utilities Commission allows, franchise fees levied on utilities are passed directly to customers and itemized on their bills as city fees. The utility collects the fee and remits it to the city. Franchise fees include cable, refuse, electric, gas, water, and pipeline, and they are projected to be approximately \$800,000 for FY24-25 and FY25-26.

Licenses & Permits

Licenses & Permits are expected to reflect continued strong activity for building and construction. Estimates for FY24-25 and FY25-26 are \$1.1 million. A Cost Recovery Study is being conducted and is expected to be completed later this year. The resulting changes to the fees have not yet been factored in. However, the U.S. BLS 12-month CPI adjustment as of March 2024 recommends and supports a CPI adjustment of 4% that is being recommended.

Fines & Forfeitures

Fines & Forfeitures revenue includes red light cameras, parking fines, and other moving violations. Revenue is expected to return to a more normalized level in the next fiscal year. Projections for Fines & Forfeitures are \$1.0 million for FY24-25 and FY25-26.

Charges for Services

The Recreation Department's various programs, classes, and special events generate the majority of revenue for this category. The Aquatics Program has been added to Recreation's full menu of programs, and the newest category is Los Alamitos Youth Baseball (LAYB). Estimated revenues total \$1.2 million for FY24-25 and FY25-26.

General Fund Proposed Expenditures

The proposed expenditures represent further restructuring of the City's internal operations to meet the goals outlined in the departments and the City. Projected expenditures (including transfers out) for FY24-25 are \$23.3 million and \$23.8 million for FY25-26. In addition to maintenance and operational increases, a breakdown of the individual departmental expenditures is below. Salaries reflect the MOU adjustments that have been approved and are currently being negotiated.

The table below reflects the Draft General Fund Budget for department expenditures for FY24-25 and FY25-26, including additional proposed staffing positions:

	2024-25 Proposed	2025-26 Projection
Expenditure Summary		
City Council	\$ 35,957	\$ 35,982
Administration - City Mgr, City Clk, HR	1,730,850	1,732,064
Finance	1,134,465	1,171,415
City Attorney	226,000	226,000
Police	8,208,997	8,354,480
Development Services	5,695,455	5,740,455
Recreation	3,489,050	3,627,946
Non-departmental	1,209,500	1,210,500
Total Expenditures	21,730,274	22,098,842
Transfers Out	1,605,000	1,605,000
Total Expenditures & Transfers Out	\$ 23,335,274	\$23,703,842

City Council

The Council budget has been revised to reflect the transfer of many line-item expenditures to the Administration budget, including supplies, postage, advertising, employee service awards, commission appreciation, meeting cable casting, and dues & subscriptions, to better align with City operations. The Council budget is projected to decrease by approximately \$32,000.

Administration (City Manager, City Clerk, Human Resources)

Administration includes the City Manager, City Clerk, Administrative Services Manager, two Management Analysts, a Deputy City Clerk, and a Department Secretary. Expenditures for Administration for FY24-25 and FY25-26 are projected to be approximately \$1.7 million,

respectively.

Finance

The Finance Department consists of four full-time staff members: the Finance Director, Finance Manager, Accountant, Senior Finance Assistant, and Part-Time Clerical Assistant. The Finance Manager position is currently vacant and being recruited. It is currently covered through contract staffing until successful recruitment can be made. Animal services have historically been expensed in Finance and are being moved to Development Services. Expenses for leased equipment are also being transferred to Non--Departmental to better align with operations. Total department expenditures for Finance are projected to be \$1.1 million.

Police

The Police budget consists of ten divisions: administration, Patrol, Investigation, Records, Communication, Community Outreach, Youth Programs, Traffic, Emergency preparedness, and the K-9 Unit, which will be reported separately. The total department expenditure for FY24-25 is projected to be \$8.2 million and \$8.3 million for FY25-26.

Development Services

Development Services include Administration, Planning, Neighborhood Preservation, Building Inspection, NPDES, Street, Park, Facility Maintenance, City Engineering, and Economic Development. The Street Department (division 542) reflects salaries and benefits for Park Maintenance (division 543) and Facility Maintenance (division 544), which were previously reported separately. The revision will simplify reporting, as salaries and benefits were split for multiple divisions. The total department expenditures for FY24-25 and FY25-26 are projected to be \$5.7 million, respectively. The Economic Development Division (545) salaries and benefits will continue to be funded and offset by the Economic Development Fund (57). This position will be responsible for Business Licensing and additional oversight of HdL's Business License processing, the Banner Program, Economic Development initiatives, and New Business Programs.

Recreation and Community Services

Recreation and Community Services include divisions for Administration, Community Services, Day Camp, Playgrounds, Sports, Special Classes, and Special Events. Aquatics is now year-round and includes using the pool facilities at Joint Forces Training Base (JFTB). Due to the expansion of programs, part-time salaries are being increased. Total department expenditures for Recreation and Community Services are projected to be \$3.4 million for FY24-25 and \$3.5 million for FY25-26.

Non-Departmental

Non-departmental includes contractual services not associated with other departments, retiree health insurance costs, credit card processing fees, contributions to North SPA, and capital projects funded by Measure Y and General Fund.

Interfund Operating Transfers Out

Interfund transfers out from the General Fund are to other funds to cover Debt Service payments of \$205,000 (Fund 31), Vehicle and Equipment Replacement of \$500,000 (Fund 50), Technology Replacement of \$200,000 (Fund 53), and Self-insurance costs of

\$700,000 (Fund 54).

Internal Service Charges for FY24-25 are being eliminated, and line-item charges at the department level have been replaced by direct transfers from the general fund to better align with operations. This change will reduce the departmental expenses, and the transfers will be made directly by the General Fund to create more transparency.

Structural Budget Changes

- City Council - transfer of certain line-item expenses to Administration to better align with City operations.
- Finance - transfer of Animal Services to Development Services and transfer of expenses for leased equipment to Non--Departmental, for better placement of expenditures with operations.
- Development Services - Transfer of the salaries and benefits of the Park and Facility Maintenance divisions into Street Maintenance to simplify reporting.
- Elimination of internal service charges in favor of direct transfer from the General Fund, reduces department expenses by \$546,000 - provides true accounting of department budget expenditures and better transparency.

Proposed Staff Changes

- Development Services – an additional Code Enforcement officer – supports full 7-day coverage.
- Recreation – reclass Recreation Supervisor to Management Analyst – aligns with expanded role and responsibilities.

Other Budget Considerations

In connection with the UAL, a report was taken to the Council in November 2022 for a plan to pay down the unfunded liability. Council adopted Resolution 2022-23, adopting the PERS Unfunded Accrued Liability Pay-Down Funding Policy. The policy establishes an ADP of at least \$260,000 to address the City's current PERS UAL. Upon completion of the City's annual independent financial audit, should a surplus be identified and verified, at least 25% of the identified and verified surplus will be used to make an additional ADP payment. This payment is in addition to and does not replace the already directed \$260,000 annual payment. Due to the extreme fluctuations and uncertainty in the CalPERS rate of returns, the Council also approved funding the trust established with PARS at \$50,000 monthly. This funding would be in addition to the already approved \$260,000 annual ADP, which, combined with the trust funding, will accelerate the UAL paydown.

Updated Long-Term Model

The long-term model has been updated and does not reflect capital improvement program costs. The updated five-year long-term model is presented below:

Long-Term Forecast

		1	2	3	4	5
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
	<u>FY23-24</u>	<u>FY24-25*</u>	<u>FY25-26*</u>	<u>FY26-27*</u>	<u>FY27-28*</u>	<u>FY28-29*</u>
Revenues:						
Total Revenues	\$23,526,235	\$24,439,248	\$25,045,879	\$25,256,920	\$25,790,935	\$26,340,858
Expenditures:						
Total Expenditures	<u>23,263,276</u>	<u>23,335,274</u>	<u>23,703,842</u>	<u>23,940,880</u>	<u>24,299,994</u>	<u>24,907,493</u>
Estimated Budget Surplus	262,959	1,103,974	1,342,037	1,316,039	1,490,941	1,433,365
Excludes CIP *						

FISCAL IMPACT

The estimated surplus for FY24-25 and FY25-26 would be approximately \$1 million.

- Attachment:
1. Resolution No. 2024-18 - Fiscal Year 2024-25 Proposed Budget
 2. Exhibit A - Proposed Budget (Revised) - FY24-25, FY25-26

RESOLUTION NO. 2024-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL
OPERATING BUDGET FOR FISCAL YEAR 2024-25**

WHEREAS, the City Manager, in accordance with Article XII, Sections 1201-1205 of the City Charter, has prepared and submitted a proposed annual budget for Fiscal Year 2024-25; and,

WHEREAS, the City Council has reviewed the proposed budget and conducted a Public Hearing on said budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council of the City of Los Alamitos does hereby approve and adopt the Fiscal Year 2024-25 Budget as presented within the Proposed Annual Budget attached hereto as, Exhibit A.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 20th day of May, 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 meeting of the City Council held on the 20th day of May, 2024, by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk



FY 2024-25, FY 2025-26 Proposed Budget (Revised)

Jordan Nefulda
Mayor

Shelley Hasselbrink
Mayor Pro Tem

Tanya Doby
Council Member

Emily Hibard
Council Member

Trisha Murphy
Council Member

Submitted to the
City Council by:
Chet Simmons
City Manager





FY 2024-25, FY 2025-26 General Fund Summary



**City of Los Alamitos
General Fund Summary
For Fiscal Year 2024-25, 2025-26**

	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
REVENUE SUMMARY					
PROPERTY TAXES	5,067,346	5,085,144	5,076,966	5,436,347	5,629,908
OTHER TAXES	11,989,957	11,884,304	10,958,445	11,176,715	11,507,381
UTILITY USER TAXES	2,307,629	1,799,000	2,255,290	2,283,000	2,289,000
FRANCHISE FEES	1,079,585	655,300	851,222	864,200	868,200
LICENSES & PERMITS	830,148	1,075,300	1,075,300	1,123,480	1,170,784
FINES & FORFEITURES	549,352	696,000	711,663	1,031,975	1,052,075
INVESTMENT EARNINGS	(185,293)	300,000	800,000	750,000	750,000
OTHER AGENCIES	5,454	12,200	156,101	11,000	11,000
CHARGES FOR CURRENT SERVICES	860,161	764,818	714,931	853,116	858,116
MISCELLANEOUS	513,979	50,000	57,617	100,000	100,000
TOTAL REVENUE	23,018,318	22,322,066	22,657,535	23,629,833	24,236,464
TRANSFERS IN	1,216,043	870,000	870,000	425,000	425,000
TOTAL REVENUE & TRANSFERS IN	24,234,361	23,192,066	23,527,535	24,054,833	24,661,464
EXPENDITURE SUMMARY					
CITY COUNCIL	67,974	66,895	67,662	35,957	35,982
ADMIN - CITY MGR, CITY CLK, HR	1,011,172	1,493,294	1,422,644	1,730,850	1,732,064
FINANCE	808,622	1,011,972	984,414	1,134,465	1,171,415
CITY ATTORNEY	331,909	196,000	226,000	226,000	226,000
POLICE	7,674,351	8,345,059	7,699,162	8,208,997	8,354,480
DEVELOPMENT SERVICES	4,651,717	5,003,100	5,616,238	5,695,455	5,740,455
RECREATION	2,397,878	2,458,757	2,504,856	3,279,826	3,463,542
NON-DEPARTMENTAL	2,013,010	2,582,631	3,160,900	1,209,500	1,210,500
TOTAL EXPENDITURES	18,956,633	21,157,708	21,681,876	21,521,050	21,934,438
TRANSFERS OUT	1,725,500	1,521,500	1,521,500	1,605,000	1,605,000
TOTAL EXPENDITURES & TRANSFERS OUT	20,682,133	22,679,208	23,203,376	23,126,050	23,539,438
REVENUE OVER/(UNDER) EXPENDITURES	3,552,228	512,858	324,159	928,783	1,122,026
BEGINNING FUND BALANCE	16,773,021	20,325,249	20,325,249	20,325,249	20,325,249
ENDING FUND BALANCE	20,325,249	20,838,107	20,649,408	21,254,032	21,447,275
SUMMARY BY FUNCTION					
SALARIES & BENEFITS	10,756,961	12,946,820	11,735,045	13,509,011	13,793,433
MATERIALS, SUPPLIES, & SERVICES	8,199,672	8,210,888	9,946,831	8,012,039	8,141,005
TRANSFERS OUT	1,725,500	1,521,500	1,521,500	1,605,000	1,605,000
TOTALS	20,682,133	22,679,208	23,203,376	23,126,050	23,539,438



FY 2024-25, FY 2025-26 General Fund Revenues



City of Los Alamitos
General Fund Summary
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
4000	CURRENT SECURED PROPERTY TAXES	2,689,066	2,905,272	2,905,272	3,013,950	3,133,880
4001	CURRENT UNSECURED PROPERTY TAX	79,237	93,873	94,671	107,990	111,980
4002	PRIOR YEARS PROPERTY TAXES	22,187	18,000	19,000	20,000	20,200
4003	SUPPLEMENTAL PROPERTY TAXES	117,091	30,000	40,000	115,000	116,150
4004	PUBLIC UTILITY PROPERTY TAXES	47,403	35,000	35,000	47,035	47,035
4005	HOMEOWNER'S EXEMPTION	5,995	10,000	6,000	6,000	6,060
4006	LIGHTING DISTRICT PROPERTY TAX	432,512	300,000	280,000	300,000	300,000
4007	REAL ESTATE TRANSFER TAX	156,279	80,000	84,000	150,000	151,500
4008	PROPERTY TAX IN LIEU OF VLF	1,536,676	1,631,876	1,631,900	1,694,723	1,762,173
4009	COUNTY PROPERTY TAX ADMIN CHG	(19,100)	(18,877)	(18,877)	(18,351)	(19,070)
	PROPERTY TAXES TOTAL	5,067,346	5,085,144	5,076,966	5,436,347	5,629,908
4100	SALES TAX	4,050,438	3,937,304	3,664,445	3,702,715	3,809,881
4101	SALES TAX - LOCAL	6,667,814	6,593,000	6,005,000	6,088,000	6,264,000
4105	SALES TAX GUARANTEE - CONSLDTD					
4106	SALES TAX GUARANTEE - MED CNTR		-			
4170	TRANSIENT OCCUPANCY TAX	634,856	530,000	530,000	630,000	640,000
4250	BUSINESS LICENSES	630,887	815,000	750,000	750,000	787,500
4251	BUSINESS LICENSES - SB1186	5,962	9,000	9,000	6,000	6,000
	OTHER TAXES TOTAL	11,989,957	11,884,304	10,958,445	11,176,715	11,507,381
4160	UTILITY TAX - ELECTRICITY	1,480,994	1,200,000	1,515,130	1,500,000	1,500,000
4161	UTILITY TAX - NATURAL GAS	240,923	140,000	159,526	200,000	200,000
4162	UTILITY TAX - TELEPHONE	318,879	259,000	332,034	333,000	334,000
4163	UTILITY TAX - WATER	266,833	200,000	248,600	250,000	255,000
	UTILITY USER TAXES TOTAL	2,307,629	1,799,000	2,255,290	2,283,000	2,289,000
4201	CABLE TV FRANCHISE FEES	146,144	140,000	64,488	65,000	60,000
4202	REFUSE FRANCHISE FEES	315,536	209,000	142,580	145,000	150,000
4203	ELECTRIC FRANCHISE FEES	292,241	220,000	280,000	290,000	293,000
4204	GAS FRANCHISE FEES	50,172	31,000	60,854	61,000	61,000
4205	WATER FRANCHISE FEES	48,989	54,000	50,000	50,000	51,000
4206	SB1383 REGULATORY	75,000	-	75,000	75,000	75,000
4207	PIPELINE FRANCHISE FEES	1,503	1,300	1,300	1,200	1,200
4208	STREET SWEPPING OFFSET					
4209	STREET SWEEPING & LITER ABATE	125,000		125,000	125,000	125,000
4210	CHARITABLE CONTRIBUTIONS - UWS	20,000		20,000	20,000	20,000
4211	CHARITABLE CONTRIBUTIONS - ABBOTT			12,000	12,000	12,000
4212	CHARITABLE CONTRIBUTIONS - WILDAN			15,000	15,000	15,000
4213	FOOD RECOVERY PROG CONTRIB - UWS	5,000		5,000	5,000	5,000
	FRANCHISE FEES TOTAL	1,079,585	655,300	851,222	864,200	868,200
4260	BUILDING PERMITS	271,547	350,000	350,000	372,750	391,388
4261	ELECTRICAL PERMITS	45,122	70,000	70,000	74,550	78,278
4262	MECHANICAL PERMITS	24,118	37,000	37,000	39,405	41,375
4263	PLUMBING PERMITS	28,576	40,000	40,000	42,600	44,730
4264	PUBLIC WORKS PERMITS	191,035	250,000	250,000	266,250	279,563
4265	PLANNING PERMITS	76,729	85,000	85,000	90,525	95,051
4266	BICYCLE LICENSES		-			
4268	TECHNOLOGY/AUTOMATION FEE	38,887	50,000	50,000	50,000	50,000
4269	GENERAL PLAN FEE	5,615	5,900	5,900	5,900	5,900
4300	MOTOR VEHICLE IN LIEU		-			
4400	BUILDING PLAN CHECKS	127,302	145,000	145,000	159,500	160,500
4401	NPDES INSPECTIONS	19,973	40,000	40,000	20,000	22,000



**City of Los Alamitos
General Fund Summary
For Fiscal Year 2024-25, 2025-26**

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
4403	TRACT/PARCEL MAPS PLAN CHECK		1,200	1,200	1,000	1,000
4404	PERMIT ISSUANCE CHARGE	1,244	1,200	1,200	1,000	1,000
	LICENSES & PERMITS TOTAL	830,148	1,075,300	1,075,300	1,123,480	1,170,784
4702	CODE ENFORCEMENT COST RECOVERY	3,318	4,000	4,000	3,300	3,400
4703	RED LIGHT CAMERA FINES	242,157	400,000	437,663	718,675	718,675
4704	PARKING FINES	90,203	130,000	110,000	110,000	120,000
4705	MOVING VIOLATIONS	215,155	160,000	160,000	200,000	210,000
4706	DUI COST RECOVERY	(1,481)	2,000	-		
	FINES & FORFEITURES TOTAL	549,352	696,000	711,663	1,031,975	1,052,075
4620	INVESTMENT EARNINGS	(185,293)	300,000	800,000	750,000	750,000
	USE OF MONEY & PROPERTY TOTAL	(185,293)	300,000	800,000	750,000	750,000
4301	POST REIMBURSEMENTS	1,000	1,000	1,000	1,000	1,000
4306	SRO REIMBURSEMENT		-	-		
4324	BSCC LOCAL ASSISTANCE		1,200	1,200		
4325	MISC. POLICE REIMBURSEMENT	4,454	10,000	102,378	10,000	10,000
4381	OCTA CATCH BASIN GRANT		-	51,523		
	REVENUE FROM OTHER AGENCIES TOTAL	5,454	12,200	156,101	11,000	11,000
4402	SALE OF MAPS AND COPIES	680	120	42	100	100
4450	FINGERPRINTING	480	600	768	700	700
4451	POLICE REPORTS	650	775	438	400	400
4452	POLICE DEPARTMENT ALARM FEES	8,295	11,500	648	1,000	1,000
4501	ARTS & CRAFTS - ADULTS	9,291	4,600	5,000	6,000	6,000
4505	BASKETBALL - ADULT	2,025	2,500	2,700	9,400	9,400
4506	BASKETBALL - YOUTH	90,754	65,500	70,000	13,000	13,000
4513	DANCE - ADULT	30,083	16,000	20,000	25,000	25,000
4517	DAY CAMPS	200,804	130,000	150,000	160,000	160,000
4519	EDUCATION - ADULT	1,149	1,500	1,500	2,000	2,000
4523	EXERCISE & FITNESS - ADULT	11,383	10,000	12,000	15,000	15,000
4526	FACILITY RENTAL - COMM CENTER	32,564	25,000	18,000	30,000	30,000
4527	FACILITY RENTAL - GYM	33,301	30,000	18,500	15,300	15,300
4528	FACILITY RENTAL-PICNIC SHELTER	8,761	6,000	6,000	7,000	7,000
4529	FACILITY RENTAL LIABILITY	612	2,000	1,000	2,000	2,000
4530	FIELD FEES (LAUREL)	7,544	2,200	6,500	6,500	6,500
4531	BIRTHDAY PARTY PACKAGES	118			7,800	7,800
4533	FIELD LIGHT FEES (LAUREL)	1,307	2,200	1,300	1,300	1,300
4534	FIELD LIGHT FEES (MCAULIFFE)	1,620	-	2,300	2,300	2,300
4535	FIELD LIGHT FEES (OAK)	6,884	-	8,000	7,000	7,000
4536	FOOTBALL	485	1,000	1,000	1,000	1,000
4552	PRESCHOOL - READY, SET, GO	73,347	60,000	55,000	60,000	62,000
4553	RACE ON BASE	41,111	35,000	100,000	82,906	82,906
4558	SLO-PITCH			5,050		
4559	SOCCER - ADULT	44,670	30,000	40,300	37,000	37,000
4560	SOCCER - YOUTH	305	2,500	2,750	2,750	2,750
4561	LAYB					-
4563	SPECIAL EVENTS	94,799	188,923	22,000	27,000	27,000
4564	SPECIAL INTEREST - ADULT	29,747	15,000	28,000	88,000	88,000
4568	T-BALL	51	1,200	1,200	1,200	1,200
4569	TENNIS CONTRACT	40,719	42,000	36,000	42,000	45,000
4570	TODDLER CLASSES	6,361	6,000	6,000	7,000	7,000
4571	TRACK & FIELD	5,504	3,000	3,500	3,500	3,500



**City of Los Alamitos
General Fund Summary
For Fiscal Year 2024-25, 2025-26**

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
4572	VOLLEYBALL	8,545	7,500	11,785	9,000	9,000
4573	VOLUNTEER PROGRAM	4,660	3,000	4,000	4,200	4,200
4577	AQUATICS CLASSES	16,280	9,000	42,000	140,000	140,000
4587	FIELD PREP FEES	(30)	200	200	60	60
4588	SPECIAL INTEREST - CAMPS	25,991	15,000	20,000	25,000	25,000
4590	SPONSORSHIPS	8,000	27,500			
4591	FIELD FEES (ORVILLE LEWIS)	64		550	200	200
4592	FIELD FEES (COTTONWOOD)	1,162	500	900	500	500
4593	REC PROCESSING FEES	10,085	7,000	10,000	10,000	10,000
4596	PASSPORT PROCESSING FEES				2,000	3,000
CHARGES FOR CURRENT SERVICES TOTAL		860,161	764,818	714,931	853,116	858,116
4899	MISCELLANEOUS REVENUE	513,979	50,000	57,617	100,000	100,000
MISCELLANEOUS REVENUE TOTAL		513,979	50,000	57,617	100,000	100,000
4900	LEASER ACQUISITION	198,562				
4920	TRANSFERS IN - GAS TAX (20)	120,000	120,000	120,000	120,000	120,000
4921	TRANSFERS IN - PSAF (21)	105,000	105,000	105,000	105,000	105,000
4922	TRANSFERS IN - SLESF (22)	140,000	140,000	140,000	200,000	200,000
4929	TRANSFERS IN - TRAFFIC SAFETY (29)	5,000	5,000	5,000	-	-
4930	TRANSFERS IN - CRF (55)	246,043	-	-	-	-
4931	TRANSFERS IN - ARPA (56)	-	500,000	500,000	-	-
TRANSFERS IN TOTAL		814,605	870,000	870,000	425,000	425,000
TOTALS		23,832,923	23,192,066	23,527,535	24,054,833	24,661,464



FY 2024-25, FY 2025-26

General Fund

Expenditures



City of Los Alamitos
General Fund Summary - City Council
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
10-510-5102	STIPENDS	23,700	24,000	24,000	24,000	24,000
10-510-5130	MEDICARE	369	365	365	365	365
10-510-5151	PART-TIME RETIREMENT	821	700	700	700	700
10-510-5162	LIFE INSURANCE		-	767	767	767
10-510-5201	SUPPLIES	7,554	3,125	3,125	-	-
10-510-5205	POSTAGE	-	300	300	-	-
10-510-5207	TRAVEL & TRAINING	8,163	6,000	6,000	10,125	10,150
10-510-5209	DUES & SUBSCRIPTIONS	13,961	14,280	14,280	-	-
10-510-5235	ADVERTISING	2,130	3,125	3,125	-	-
10-510-5237	EMPLOYEE SERVICE AWARD	3,301	3,400	3,400	-	-
10-510-5238	COMMISSIONER APPRECIATION	1,375	5,000	5,000	-	-
10-510-5246	MEETING CABLECASTING	5,000	5,000	5,000	-	-
10-510-5287	TECHNOLOGY INTERNL SRVC CHG	1,600	1,600	1,600	-	-
TOTALS		67,974	66,895	66,895	35,957	35,982
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	24,890	25,065	25,832	25,832	25,832
	MATERIALS, SUPPLIES, & SERVICES	43,084	41,830	41,830	10,125	10,150
TOTALS		67,974	66,895	67,662	35,957	35,982



City of Los Alamitos
General Fund Summary - Administration
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
10-511-5101	SALARIES - FULL-TIME	455,696	686,077	686,077	830,852	847,126
10-511-5103	SALARIES - PART-TIME	34,118	52,000	75,384	80,000	82,000
10-511-5118	CAR ALLOWANCE	15,265	15,600	15,600	7,200	7,200
10-511-5119	CELL ALLOWANCE	2,597	2,220	2,220	4,800	4,800
10-511-5120	OVERTIME	-	-	619	500	500
10-511-5126	SICK CONVERSION	248	1,800	2,106	2,200	2,300
10-511-5127	VACATION CONVERSION	38,143	15,000	9,537	10,000	10,500
10-511-5130	MEDICARE	8,566	11,033	11,033	13,743	14,023
10-511-5150	RETIREMENT	180,332	240,909	240,909	275,804	275,804
10-511-5151	PART-TIME RETIREMENT	634	2,080	2,080	2,400	2,460
10-511-5161	HEALTH INSURANCE	85,651	81,456	81,456	101,484	101,484
10-511-5162	LIFE INSURANCE	317	1,659	1,659	1,787	1,787
10-511-5163	DISABILITY INSURANCE	310	1,750	1,750	2,030	2,030
10-511-5201	SUPPLIES	9,606	15,000	15,000	18,000	19,000
10-511-5205	POSTAGE	85	100	-	300	300
10-511-5207	TRAVEL & TRAINING	4,638	30,000	5,434	30,000	30,000
10-511-5209	DUES & SUBSCRIPTIONS	16,371	9,000	9,000	36,950	36,950
10-511-5233	ELECTION EXPENSE	5,992	60,000	100	30,000	10,000
10-511-5235	ADVERTISING	270	2,500	2,500	5,000	5,000
10-511-5236	COMMUNITY SHRED EVENTS				2,000	2,000
10-511-5237	EMPLOYEE WELLNESS		10,000	5,070	10,000	10,000
10-511-5238	COMMISSIONER APPRECIATION				5,000	5,000
10-511-5239	RECRUITMENT				4,000	4,000
10-511-5241	PASSPORT PROCESSING				2,000	3,000
10-511-5242	COMMUNICATION CHARGES	27,270	23,000	23,000	23,000	23,000
10-511-5245	CELL PHONE	1,201				
10-511-5246	MEETING CABLECASTING				5,000	5,000
10-511-5260	CONTRACTUAL SERVICES	99,392	200,000	200,000	216,800	216,800
10-511-5266	CODIFICATION SERVICE	2,360	10,000	10,000	10,000	10,000
10-511-5286	GARAGE INTERNAL SRVC CHG	1,210	1,210	1,210		
10-511-5287	TECHNOLOGY INTERNL SRVC CHG	20,900	20,900	20,900		
TOTALS		1,011,172	1,493,294	1,422,644	1,730,850	1,732,064
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	821,877	1,111,584	1,130,430	1,332,800	1,352,014
	MATERIALS, SUPPLIES, & SERVICES	189,295	381,710	292,214	398,050	380,050
TOTALS		1,011,172	1,493,294	1,422,644	1,730,850	1,732,064



City of Los Alamitos
General Fund Expenditure - Finance
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
10-512-5101	SALARIES - FULL-TIME	261,709	435,848	226,610	469,191	486,500
10-512-5103	SALARIES - PART-TIME	3,307	31,024	75,932	76,000	78,000
10-512-5118	CAR ALLOWANCE	3,461	3,600	3,600	3,600	3,600
10-512-5119	CELL ALLOWANCE	971	1,440	1,440	1,440	1,440
10-512-5120	OVERTIME	3,741	2,000	2,000	2,500	2,500
10-512-5126	SICK CONVERSION		1,500		1,500	1,500
10-512-5127	VACATION CONVERSION	1,457	4,000		4,000	4,000
10-512-5130	MEDICARE	4,323	6,890	4,538	8,016	8,297
10-512-5150	RETIREMENT	91,242	97,395	97,395	98,583	98,583
10-512-5151	PART-TIME RETIREMENT	40	1,241	1,241	2,280	2,340
10-512-5161	HEALTH INSURANCE	34,368	52,276	52,276	63,312	63,312
10-512-5162	LIFE INSURANCE	52	682	682	682	682
10-512-5163	DISABILITY INSURANCE	48	1,166	1,166	1,161	1,161
10-512-5201	SUPPLIES	7,603	7,500	7,500	9,000	10,000
10-512-5205	POSTAGE	7,513	6,200	6,200	8,000	9,000
10-512-5207	TRAVEL & TRAINING	139	2,500	2,500	2,500	2,500
10-512-5209	DUES & SUBSCRIPTIONS	2,075	3,200	3,200	3,200	3,300
10-512-5217	INSURANCE ADMIN COST	3,983	2,700	2,700	3,000	3,000
10-512-5218	EAP PROGRAM	36	300	300	-	-
10-512-5220	ORAL BOARD EXPENSE	157	100	100	100	100
10-512-5222	SANITATION DIST USER FEE	9,472	8,500	9,744	10,000	10,200
10-512-5229	TUITION REIMBURSEMENT		2,500		2,500	2,500
10-512-5235	ADVERTISING	555	1,600		500	500
10-512-5260	CONTRACTUAL SERVICES	219,795	185,000	332,480	308,400	318,400
10-512-5262	ANIMAL CONTROL CONTRACT	85,221	80,000	80,000		
10-512-5263	AUDIT SERVICES	33,446	40,000	40,000	55,000	60,000
10-512-5280	LEASED EQUIPMENT	15,598	14,500	14,500	-	-
TOTALS		808,622	1,011,972	984,414	1,134,465	1,171,415
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	404,719	639,062	466,880	732,265	751,915
	MATERIALS, SUPPLIES, & SERVICES	403,903	372,910	517,534	402,200	419,500
TOTALS		808,622	1,011,972	984,414	1,134,465	1,171,415



City of Los Alamitos
General Fund Expenditure - City Attorney
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
10-513-5249	PROSECUTION SERVICES	46,651	20,000	20,000	20,000	20,000
10-513-5261	LEGAL SERVICES	222,570	156,000	156,000	156,000	156,000
10-513-5264	LITIGATION	62,688	20,000	50,000	50,000	50,000
TOTALS		331,909	196,000	226,000	226,000	226,000
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	-	-	-	-	-
	MATERIALS, SUPPLIES, & SERVICES	331,909	196,000	226,000	226,000	226,000
TOTALS		331,909	196,000	226,000	226,000	226,000



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Police Administration						
10-521-5101	SALARIES - FULLTIME	644,993	730,569	730,569	798,020	821,961
10-521-5119	CELL ALLOWANCE	1,841	1,800	1,800	1,500	1,500
10-521-5120	OVERTIME		500	500	500	500
10-521-5126	SICK CONVERSION	3,526	5,000	5,000	5,000	5,000
10-521-5127	VACATION CONVERSION	3,333	15,000	4,991	5,000	5,000
10-521-5130	MEDICARE	9,103	10,619	10,619	11,597	11,945
10-521-5150	RETIREMENT	347,622	446,796	407,000	443,631	443,631
10-521-5161	HEALTH INSURANCE	55,082	63,384	63,384	69,684	69,684
10-521-5162	LIFE INSURANCE	308	1,509	1,509	1,509	1,509
10-521-5163	DISABILITY INSURANCE	184	1,458	1,458	1,451	1,451
10-521-5201	SUPPLIES	15,010	20,000	20,000	20,000	20,000
10-521-5205	POSTAGE	300	100	100	100	100
10-521-5206	UNIFORMS	7,198	4,000	4,000	3,000	3,000
10-521-5207	TRAVEL	5,738	20,000	20,000	10,000	10,000
10-521-5208	TRAINING	4,239	16,500	16,500	10,000	10,000
10-521-5209	DUES & SUBSCRIPTIONS	11,387	9,800	9,800	10,000	10,000
10-521-5210	POLICE RECOGNITION				10,000	10,000
10-521-5243	TELECOMMUNICATION CHARGES	1,723	-	248	510	510
10-521-5260	CONTRACTUAL SERVICES	14,876	11,200	11,200	11,200	11,200
10-521-5280	LEASED EQUIPMENT	4,814	5,000	5,000	5,000	5,000
10-521-5281	REAL PROPERTY LEASE	6,000	4,500	4,500	4,500	4,500
10-521-5288	POLICE CAPITAL SRVC CHG	40,000	40,000	40,000	-	-
Division Total		1,221,074	1,451,545	1,401,988	1,422,202	1,446,491
Patrol						
10-522-5101	SALARIES - FULLTIME	1,630,345	1,827,266	1,700,000	1,551,296	1,594,735
10-522-5103	SALARIES - PART-TIME	95,003	45,000	100,000	120,000	120,000
10-522-5104	HOLIDAY PAY	59,905	77,180	70,180	65,632	67,429
10-522-5105	BILINGUAL PAY	1,307	336	1,014	2,600	2,600
10-522-5111	SPECIAL SKILL PAY	3,251	8,865	3,086	3,324	3,324
10-522-5113	SPECIAL ASSIGNMENT PAY	20,345	10,193	21,688	25,574	26,341
10-522-5114	EDUCATIONAL INCENTIVE	67,090	62,814	62,814	63,057	68,185
10-522-5115	FIELD TRAINING PAY	4,813	2,500	2,500	2,500	2,500
10-522-5117	UNIFORM ALLOWANCE	18,167	17,000	17,000	13,000	13,000
10-522-5120	OVERTIME	461,335	300,000	250,000	200,000	200,000
10-522-5126	SICK CONVERSION	8,604	10,000	7,187	7,200	7,200
10-522-5127	VACATION CONVERSION	7,832	6,000	1,174	1,200	1,200
10-522-5130	MEDICARE	36,031	29,223	28,000	24,940	24,940
10-522-5150	RETIREMENT	1,069,458	1,341,056	1,100,000	1,108,440	1,108,440
10-522-5151	PART TIME RETIREMENT	2,253	1,800	3,000	3,600	3,600
10-522-5161	HEALTH INSURANCE	230,482	222,234	221,000	203,508	203,508
10-522-5162	LIFE INSURANCE	918	3,067	2,400	2,492	2,492
10-522-5201	SUPPLIES & SAFETY EQUIPMENT	88,772	23,000	28,733	29,000	30,000
10-522-5202	ARSENAL	16,139	25,000	25,000	20,000	20,000
10-522-5206	UNIFORMS	10,153	3,000	3,851	2,000	2,000
10-522-5207	TRAVEL	7,791	1,000	1,000	10,000	10,000
10-522-5208	TRAINING	17,493	2,000	7,863	10,000	10,000
10-522-5243	TELECOMMUNICATION CHARGES	6,321	6,444	5,196	5,200	5,200
10-522-5245	CELL PHONE	11,450	5,900	7,580	10,030	10,030
10-522-5260	CONTRACTUAL SERVICES	11,352	8,600	5,372	5,400	5,400
Division Total		4,009,688	4,153,628	3,789,788	3,489,993	3,542,124



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Investigation						
10-523-5101	SALARIES - FULLTIME	317,997	346,944	346,944	490,254	504,962
10-523-5103	SALARIES - PART-TIME	8,624	9,000	116	-	-
10-523-5104	HOLIDAY PAY		13,367	13,367	20,742	21,364
10-523-5111	SPECIAL SKILL PAY		16,678	-	-	-
10-523-5113	SPECIAL ASSIGNMENT PAY	16,201	11,458	14,208	17,347	17,347
10-523-5114	EDUCATIONAL INCENTIVE	7,982	8,285	5,700	14,971	14,971
10-523-5117	UNIFORM ALLOWANCE	3,000	3,000	3,000	4,000	4,000
10-523-5119	CELL ALLOWANCE				2,020	2,020
10-523-5120	OVERTIME		34,000	32,260	30,000	30,000
10-523-5126	SICK CONVERSION	36,249	3,100	911	1,000	1,000
10-523-5127	VACATION CONVERSION	904	-	-	-	-
10-523-5130	MEDICARE	5,846	5,687	5,687	7,936	7,936
10-523-5150	RETIREMENT	248,970	267,305	267,305	319,815	319,815
10-523-5151	PART TIME RETIREMENT		360	3	-	-
10-523-5161	HEALTH INSURANCE	53,544	46,584	39,026	58,884	58,884
10-523-5162	LIFE INSURANCE	121	575	575	767	767
10-523-5201	SUPPLIES	3,140	6,000	1,858	2,000	2,000
10-523-5207	TRAVEL	4,373	2,700	-	2,000	2,000
10-523-5208	TRAINING	1,526	6,000	770	3,000	3,000
10-523-5209	DUES & SUBSCRIPTIONS	5,990	4,200	3,930	8,500	8,500
10-523-5245	CELL PHONE	1,722	1,300	912	920	920
Division Total		757,138	827,503	777,532	984,156	999,486
Records						
10-524-5101	SALARIES - FULLTIME	177,927	181,480	176,322	210,465	213,268
10-524-5103	SALARIES - PART-TIME	54,072	47,000	48,958	49,000	50,000
10-524-5117	UNIFORM ALLOWANCE	1,955	1,950	1,810	1,950	1,950
10-524-5119	CELL ALLOWANCE	1,176	1,080	1,080	1,080	1,080
10-524-5120	OVERTIME	5,832	5,000	3,430	3,000	3,000
10-524-5126	SICK CONVERSION	804	600	1,256	1,200	1,200
10-524-5127	VACATION CONVERSION		-	-	-	-
10-524-5130	MEDICARE	3,878	2,675	2,675	3,831	3,886
10-524-5150	RETIREMENT	32,165	41,869	41,869	44,752	44,752
10-524-5151	PART-TIME RETIREMENT	2,142	1,880	1,844	1,470	1,500
10-524-5161	HEALTH INSURANCE	35,759	46,584	40,000	40,056	40,056
10-524-5162	LIFE INSURANCE	38	383	383	383	383
10-524-5163	DISABILITY INSURANCE	73	875	870	870	870
10-524-5201	SUPPLIES	3,866	3,500	6,029	5,000	5,000
10-524-5206	UNIFORMS	1,781	3,000	590	600	600
10-524-5207	TRAVEL	90	100	100	250	250
10-524-5208	TRAINING	4,779	5,000	1,341	1,500	1,500
10-524-5209	DUES & SUBSCRIPTIONS	78	350	86	100	1,000
Division Total		344,553	361,466	346,783	365,507	370,295



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Communication Technologies						
10-525-5201	SUPPLIES	-	-	-	-	-
10-525-5240	TELEPHONE	5,336	3,492	2,886	3,000	3,000
10-525-5242	COMMUNICATION CHARGES	1,875	1,300	1,238	1,300	1,300
10-525-5260	CONTRACTUAL SERVICES	14,420	23,000	22,378	23,000	23,000
10-525-5272	WEST-COMM CONTRACTUAL	757,481	761,966	774,700	852,170	894,779
10-525-5291	MAINTENANCE - COMMUNICATIONS	39,225	37,000	37,000	37,000	37,000
	Division Total	818,337	830,758	842,202	916,470	959,079
Community Outreach						
10-526-5101	SALARIES - FULLTIME					
10-526-5103	SALARIES - PART-TIME	26,135	46,915	46,826	50,000	50,000
10-526-5117	UNIFORM ALLOWANCE		650	650	650	650
10-526-5120	OVERTIME		-	-		
10-526-5126	SICK CONVERSION	-	-	-		
10-526-5130	MEDICARE	403	695	695	750	750
10-526-5150	RETIREMENT		-	-		
10-526-5151	PART-TIME RETIREMENT	980	1,877	1,877	1,500	1,500
10-526-5161	HEALTH INSURANCE		-	-		
10-526-5162	LIFE INSURANCE		-	-		
10-526-5163	DISABILITY INSURANCE		-	-		
10-526-5201	SUPPLIES	9,018	2,500	12,850	20,000	20,000
10-526-5206	UNIFORMS	829	-	63	1,000	1,000
10-526-5207	TRAVEL		1,000	140	200	200
10-526-5208	TRAINING	562	1,100	5	1,100	1,100
10-526-5209	DUES & SUBSCRIPTIONS	220	500	100	100	100
10-526-5245	CELL PHONE	488	360	360	360	360
	Division Total	38,635	55,597	63,566	75,660	75,660
Youth Programs						
10-527-5101	SALARIES - FULLTIME	55,183	99,518	92,068	110,119	113,422
10-527-5104	HOLIDAY PAY	3,719	4,314	4,314	4,659	4,314
10-527-5113	SPECIAL ASSIGNMENT PAY	2,354	-	4,676	5,098	5,098
10-527-5114	EDUCATIONAL INCENTIVE	1,339	-	1,522	1,800	1,800
10-527-5115	FTO PAY				1,000	1,000
10-527-5117	UNIFORM ALLOWANCE	1,000	1,000	1,000	1,000	1,000
10-527-5120	OVERTIME	2,793	2,000	1,960		
10-527-5126	SICK CONVERSION	486	1,000	778	800	800
10-527-5127	VACATION CONVERSION		5,000			
10-527-5130	MEDICARE	1,107	1,525	1,624	1,661	1,661
10-527-5150	RETIREMENT	32,990	42,054	42,054	54,738	54,738
10-527-5161	HEALTH INSURANCE	5,691	8,400	16,561	16,561	16,561
10-527-5162	LIFE INSURANCE		192	192	192	192
10-527-5163	DISABILITY INSURANCE		192			
10-527-5201	SUPPLIES		3,000		1,000	1,000
10-527-5207	TRAVEL	477	1,000		1,000	1,000
10-527-5208	TRAINING	1,181	3,000		1,000	1,000
10-527-5209	DUES & SUBSCRIPTIONS		100		100	100
10-527-5234	POLICE EXPLORERS PROGRAM		500		-	-
	Division Total	108,320	172,795	166,749	200,728	203,686



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Traffic						
10-528-5101	SALARIES - FULLTIME	750	104,615	-	110,119	113,422
10-528-5103	SALARIES - PART-TIME	76,257	67,000	64,722	65,000	66,000
10-528-5104	HOLIDAY PAY		4,527		4,659	4,799
10-528-5113	SPECIAL ASSIGNMENT PAY		5,231	-	5,506	5,671
10-528-5114	EDUCATIONAL INCENTIVE		-	-	5,506	5,671
10-528-5117	UNIFORM ALLOWANCE		1,000		1,000	1,000
10-528-5120	OVERTIME		5,000		5,000	5,000
10-528-5126	SICK CONVERSION		-	-	-	-
10-528-5127	VACATION CONVERSION		-	-	-	-
10-528-5130	MEDICARE	934	1,597	956	2,813	2,813
10-528-5150	RETIREMENT	25,159	44,184		56,274	56,274
10-528-5151	PART-TIME RETIREMENT	2,981	2,680	2,470	1,950	1,980
10-528-5161	HEALTH INSURANCE		8,400		8,400	8,400
10-528-5162	LIFE INSURANCE		192		128	128
10-528-5163	DISABILITY INSURANCE		292			
10-528-5201	SUPPLIES		5,000	4,102	4,000	4,000
10-528-5206	UNIFORMS		1,000	954	5,000	1,000
10-528-5207	TRAVEL		1,000		5,000	5,000
10-528-5208	TRAINING		2,500		10,000	10,000
10-528-5209	DUES & SUBSCRIPTIONS		250		100	100
10-528-5260	CONTRACTUAL SERVICES	245,420	214,000	192,062	200,000	200,000
Division Total		368,970	482,208	276,654	490,455	491,258
Emergency Preparedness						
10-529-5103	SALARIES - PART-TIME	425	1,000	27,462	28,000	29,000
10-529-5130	MEDICARE	6	20	398	560	580
10-529-5151	PART-TIME RETIREMENT	16	40	824	840	870
10-529-5201	SUPPLIES	2,224	1,000	868	1,000	1,000
10-529-5208	TRAINING		1,000	75	500	500
10-529-5230	CERT		1,000		1000	1,000
10-529-5250	INFRASTRUCTURE					
10-529-5251	VIP PROGRAM		4,500	648	4500	4,500
10-529-5260	CONTRACTUAL SERVICES	4,965	1,000	3,625	3700	3,700
Division Total		7,636	9,560	33,900	40,100	41,150
K-9 UNIT						
10-530-5101	SALARIES - FULLTIME				115,555	117,008
10-530-5104	HOLIDAY PAY				4,889	4,889
10-530-5113	SPECIAL ASSIGNMENT PAY				5,778	5,850
10-530-5114	EDUCATIONAL INCENTIVE				5,350	5,350
10-530-5117	UNIFORM ALLOWANCE				1,000	1,000
10-530-5120	OVERTIME				5,000	5,000
10-530-5126	SICK CONVERSION				1,000	1,000
10-530-5127	VACATION CONVERSION				2,000	2,000
10-530-5130	MEDICARE				1,839	1,839
10-530-5150	RETIREMENT				55,495	55,495
10-530-5161	HEALTH INSURANCE				17,628	17,628
10-530-5162	LIFE INSURANCE				192	192
10-530-5163	DISABILITY INSURANCE				-	-
10-530-5201	SUPPLIES				5,000	5,000
10-530-5206	UNIFORMS					-
10-530-5207	TRAVEL				500	500
10-530-5208	TRAINING				1,000	1,000
10-530-5209	DUES & SUBSCRIPTIONS				500	500
10-530-5260	CONTRACTUAL SERVICES				1,000	1,000



**City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2024-25, 2025-26**

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
	Division Total	-	-	-	223,726	225,251
	DEPARTMENT TOTALS	7,674,351	8,345,059	7,699,162	8,208,997	8,354,480
	SALARIES & BENEFITS	6,039,098	6,799,513	6,181,101	6,608,331	6,711,780
	MATERIALS, SUPPLIES, & SERVICES	1,635,253	1,545,546	1,518,061	1,600,666	1,642,700
	TOTALS	7,674,351	8,345,059	7,699,162	8,208,997	8,354,480



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Comm Dev / PW Administration						
10-531-5101	SALARIES - FULLTIME	475,706	764,685	499,410	744,816	744,816
10-531-5103	SALARIES - PART TIME	49,811	83,280	105,000	147,000	155,000
10-531-5118	CAR ALLOWANCE	3,600	3,600	3,600	3,600	3,600
10-531-5119	CELL ALLOWANCE	1,442	2,160	1,522	2,160	2,160
10-531-5120	OVERTIME	5,401	1,400	9,344	4,500	4,500
10-531-5126	SICK CONVERSION	1,848	4,200	2,256	4,200	4,200
10-531-5127	VACATION CONVERSION	18,216	11,000	9,000	10,000	10,000
10-531-5130	MEDICARE	8,475	11,847	9,646	14,163	16,074
10-531-5150	RETIREMENT	185,825	216,175	216,175	263,779	263,779
10-531-5151	PART TIME RETIREMENT	1,868	3,331	2,250	4,410	4,650
10-531-5161	HEALTH INSURANCE	65,125	102,840	78,050	109,554	109,554
10-531-5162	LIFE INSURANCE	102	1,674	1,400	1,493	1,493
10-531-5163	DISABILITY INSURANCE	738	2,333	2,000	2,177	2,177
10-531-5201	SUPPLIES	44,069	24,000	65,000	53,500	53,500
10-531-5205	POSTAGE		4,000	4,000	5,000	5,000
10-531-5207	TRAVEL & TRAINING	5,834	7,000	12,000	14,000	14,000
10-531-5209	DUES & SUBSCRIPTIONS	10,146	1,000	1,000	1,000	1,000
10-531-5229	TUITION REIMBURSEMENT	7,767	9,500	9,500	7,000	-
10-531-5235	ADVERTISING	13,051	15,000	15,000	18,000	13,000
10-531-5245	CELL PHONE	5,404	7,500	4,040		
10-531-5260	CONTRACTUAL SERVICES				61,000	66,000
Division Total		1,016,902	1,375,415	1,131,499	1,471,352	1,474,503
Planning						
10-532-5101	SALARIES - FULLTIME	145,492	86,721	86,721	95,719	98,591
10-532-5103	SALARIES - PART TIME	9,841	-	-		
10-532-5120	OVERTIME	1,926	2,000	2,069	1,900	1,900
10-532-5126	SICK CONVERSION	514	600	494	500	500
10-532-5130	MEDICARE	2,432	1,263	1,337	1,400	1,400
10-532-5150	RETIREMENT	40,944	39,726	39,726	41,903	41,903
10-532-5151	PART TIME RETIREMENT	502				
10-532-5161	HEALTH INSURANCE	17,978	15,528	15,528	15,828	15,828
10-532-5162	LIFE INSURANCE	11	128	128	128	128
10-532-5163	DISABILITY INSURANCE	24	292	292	290	290
10-532-5201	SUPPLIES	1,057		66	-	-
10-532-5205	POSTAGE	507	2,500	-	2,000	2,000
10-532-5207	TRAVEL & TRAINING		1,500		1,500	1,500
10-532-5209	DUES & SUBSCRIPTIONS		450		450	450
10-532-5235	ADVERTISING	7,445	9,000	5,321	9,000	9,000
10-532-5245	CELL ALLOWANCE	392	360	248	360	360
10-532-5260	CONTRACTUAL SERVICES	24,251	55,000	56,847		
10-532-5260.1250	GENERAL PLAN	2,548				
10-532-5260.1280	AUTOMATION SERVICES	44,204	34,210	1,458	35,000	35,000
Division Total		326,040	254,978	216,025	205,978	208,850



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Neighborhood Preservation						
10-533-5101	SALARIES - FULLTIME	45,950	64,013	64,246	73,390	75,592
10-533-5103	SALARIES - PART TIME	74,107	86,009	50,982	90,400	90,400
10-533-5120	OVERTIME	1,085	2,000	2,000	2,200	2,200
10-533-5126	SICK CONVERSION	482	600	637	700	700
10-533-5130	MEDICARE	1,885	1,402	1,402	2,793	2,793
10-532-5150	RETIREMENT	12,939	29,324	29,324	15,467	15,467
10-533-5151	PART-TIME RETIREMENT	2,845	1,278	1,278	2,712	2,712
10-533-5161	HEALTH INSURANCE	10,840	15,528	15,200	15,462	15,462
10-533-5162	LIFE INSURANCE		128	128	128	128
10-533-5163	DISABILITY INSURANCE		292	290	290	290
10-533-5201	SUPPLIES	5,867	3,000	3,000	3,000	3,000
10-533-5207	TRAVEL & TRAINING	2,365	2,500	2,500	2,500	2,500
10-533-5209	DUES & SUBSCRIPTIONS		300	300	300	300
10-533-5245	CELL PHONE	2,759	720	1,356	800	800
10-533-5260	CONTRACTUAL SERVICES	4,980	5,000	-	5,000	5,000
10-533-5265	COMPLIANCE SERVICES	1,095	2,000	2,000	2,000	2,000
Division Total		180,317	227,214	187,763	217,142	219,344
Building Inspection						
10-534-5201	SUPPLIES	180				
10-534-5260	CONTRACTUAL SERVICES	196,475	349,000	358,682	384,000	384,000
10-534-5267	INSPECTION/PLAN CHECKS	96,257	3,000	2,980	3,000	3,000
Division Total		297,482	356,750	366,412	387,000	387,000
NPDES						
10-537-5288	NPDES PERMIT	30,893	30,900	45,000	100,000	100,000
10-537-5289	NPDES PLAN CONTRACT	28,118	30,000	30,000	100,000	100,000
Division Total		59,011	60,900	75,000	200,000	200,000
Street Maintenance						
10-542-5101	SALARIES - FULLTIME	175,198	235,135	200,000	446,034	474,488
10-542-5109	ON CALL PAY	5,934	9,225	4,620	10,000	10,000
10-542-5117	UNIFORM ALLOWANCE	5,114	4,750	1,810	10,000	10,000
10-542-5120	OVERTIME	5,032	4,000	3,420	15,000	15,000
10-542-5126	SICK CONVERSION	699	700	902	2,000	2,000
10-542-5127	VACATION CONVERSION	8,185	8,000	630	1,500	1,500
10-542-5130	MEDICARE	3,097	3,409	3,308	6,496	6,880
10-542-5150	RETIREMENT	61,870	66,458	48,000	112,306	112,306
10-542-5161	HEALTH INSURANCE	45,949	85,362	41,532	108,168	108,168
10-542-5162	LIFE INSURANCE	97	575	384	895	895
10-542-5163	DISABILITY INSURANCE		1,312	870	2,030	2,030
10-542-5201	SUPPLIES	17,070	13,000	20,388	20,000	20,000
10-542-5206	UNIFORMS	3,054	4,500	1,874	12,000	12,000
10-542-5207	TRAVEL & TRAINING	3,807	4,000	2,788	8,500	8,500
10-542-5245	CELL PHONE	4,055	5,500	3,208		
10-542-5252	ELECTRICITY-ST LIGHTS	189,430	125,000	275,000	275,000	275,000
10-542-5255	NATURAL GAS	169	-	-	-	-
10-542-5256	WATER	51,530	74,000	54,666	70,000	70,000
10-542-5260	CONTRACTUAL SERVICES			375,000	361,000	361,000
10-542-5294	MAINTENANCE - TRAFFIC SIGNALS	40,767	80,000	174,640	75,000	75,000
10-542-5295	MAINTENANCE - STREETS	217,791	100,000	113,864	195,000	195,000
Division Total		882,173	867,966	1,369,944	1,730,929	1,759,767



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Park Maintenance						
10-543-5101	SALARIES - FULLTIME	166,161	331,024	331,024		
10-543-5103	SALARIES - PART-TIME	29,481		7,340		
10-543-5109	ON CALL PAY	2,790	9,225	9,225		
10-543-5112	SPECIAL CERT PAY		-	-		
10-543-5117	UNIFORM ALLOWANCE	3,537	4,750	5,722		
10-543-5120	OVERTIME	1,802	4,000	4,000		
10-543-5126	SICK CONVERSION	11,724	700	114		
10-543-5127	VACATION CONVERSION	14,161	8,000	1,576		
10-543-5130	MEDICARE	3,369	3,493	3,493		
10-543-5150	RETIREMENT	69,101	85,059	85,059		
10-543-5151	PART TIME RETIREMENT	1,111	-	312		
10-543-5161	HEALTH INSURANCE	36,869	50,445	50,445		
10-543-5162	LIFE INSURANCE	11	639	639		
10-543-5163	DISABILITY INSURANCE	24	1,458	1,458		
10-543-5201	SUPPLIES	8,140	64,500	15,000	20,000	20,000
10-543-5250	ELECTRICITY-BUILDINGS	29,504	2,000	248	6,600	6,600
10-543-5251	ELECTRICITY - PARKS	7,222	6,000	2,042	4,000	4,000
10-543-5254	ELECTRICITY-McAULIFFE	1,294	3,000	4,272	4,400	4,500
10-543-5256	WATER	58,566	90,000	66,044	80,000	80,000
10-543-5257	WATER - McAULIFFE PARK	28,479		39,688	-	-
10-543-5260	CONTRACTUAL SERVICES	125,118	126,750	130,000	36,500	36,500
10-543-5271	TREE TRIMMING	24,722	67,000	35,000	25,000	25,000
10-543-5281	REAL PROPERTY LEASE	4,256	3,218	3,218	3,300	3,300
10-543-5298	MAINT - FIELDS/FENCING/FACIL					
10-543-5299	MAINTENANCE-OTHER	56,914	55,500	55,000	72,500	72,500
Division Total		712,866	945,281	879,439	252,300	252,400
Facility Maintenance						
10-544-5101	SALARIES - FULLTIME	54,139	61,890	53,788		
10-544-5103	SALARIES - PART-TIME	3,358		-		
10-544-5109	ON CALL PAY	1,867	2,050	2,514		
10-544-5117	UNIFORM ALLOWANCE	1,558	1,900	650		
10-544-5120	OVERTIME	691	1,750	5,124		
10-544-5126	SICK CONVERSION		500			
10-544-5127	VACATION CONVERSION		1,000			
10-544-5130	MEDICARE	900	813	838		
10-544-5150	RETIREMENT	12,053	21,800	13,000		
10-544-5151	PART-TIME RETIREMENT	126	-	-		
10-544-5161	HEALTH INSURANCE	17,466	11,964	11,964		
10-544-5162	LIFE INSURANCE	11	128	128		
10-544-5163	DISABILITY INSURANCE	24	292	290		
10-544-5201	SUPPLIES	166,244	38,000	100,000	40,000	45,000
10-544-5206	UNIFORMS				-	-
10-544-5250	ELECTRICITY - BUILDINGS	59,769	100,000	150,000	150,000	150,000
10-544-5253	ELECTRICITY-PUMP STATION	22,994	500	1,400	1,400	1,400
10-544-5255	NATURAL GAS	12,051	1,500	1,500	3,400	3,400
10-544-5256	WATER	10,631	12,000	12,000	11,000	11,000
10-544-5260	CONTRACTUAL SERVICES		75,000	75,000	105,000	105,000
10-544-5293	MAINTENANCE-BUILDINGS	295,236	70,000	450,000	200,000	200,000
10-544-5299	MAINTENANCE-OTHER	849			-	-
Division Total		659,967	401,087	878,196	510,800	515,800



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Economic Development						
10-545-5101	SALARIES - FULLTIME	2,806	78,462	78,462	93,383	96,184
10-545-5103	SALARIES - PART TIME		1,346		2,400	2,400
10-545-5130	MEDICARE	82	1,138	1,138	1,359	1,395
10-545-5150	RETIREMENT	11,010	18,010	18,010	19,552	19,552
10-545-5151	PART-TIME RETIREMENT		54	-	72	72
10-545-5161	HEALTH INSURANCE	380	8,400	8,400	15,828	15,828
10-545-5201	SUPPLIES				102,000	102,000
10-545-5207	TRAVEL & TRAINING		1,500	1,800	1,500	1,500
10-545-5209	DUES & SUBSCRIPTIONS	100	500	50	500	500
10-545-5245	CELL PHONE		360	360	360	360
10-545-5260	CONTRACTUAL SERVICES		75,000	75,000	75,000	75,000
	Division Total	21,118	191,510	189,960	311,954	314,791
City Engineer						
10-548-5260	CONTRACTUAL SERVICES	228,690	200,000	200,000	278,000	278,000
10-548-5261	TRAFFIC ENGINEERING	33,932	22,000	22,000	30,000	30,000
10-548-5268	PLAN CHECK	233,219	100,000	100,000	100,000	100,000
	Division Total	495,841	322,000	322,000	408,000	408,000
DEPARTMENT TOTALS		4,651,717	5,003,100	5,616,238	5,695,455	5,740,455
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	1,991,439	2,616,804	2,163,360	2,414,987	2,459,685
	MATERIALS, SUPPLIES, & SERVICES	2,660,278	2,386,296	3,452,878	3,280,468	3,280,770
	TOTALS	4,651,717	5,003,100	5,616,238	5,695,455	5,740,455



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Recreation Administration						
10-551-5101	SALARIES - FULLTIME	570,542	679,977	660,264	1,072,342	1,104,512
10-551-5103	SALARIES - PART-TIME	159,373	102,643	129,883	149,275	156,738
10-551-5105	BILINGUAL PAY	654	600	600	600	600
10-551-5118	CAR ALLOWANCE	3,461	3,600	3,600	3,600	3,600
10-551-5119	CELL ALLOWANCE	3,279	2,880	2,880	2,700	2,700
10-551-5120	OVERTIME	908	-	7,000	7,000	7,000
10-551-5126	SICK CONVERSION	1,281	1,500	3,000	3,000	3,000
10-551-5127	VACATION CONVERSION	10,775	6,000	9,605	9,000	10,000
10-551-5130	MEDICARE	11,766	9,239	9,239	17,903	18,707
10-551-5150	RETIREMENT	212,141	235,246	235,246	314,322	341,350
10-551-5151	PART TIME RETIREMENT	5,396	4,280	4,280	4,478	4,702
10-551-5161	HEALTH INSURANCE	87,208	93,828	93,828	123,498	123,498
10-551-5162	LIFE INSURANCE	116	1,102	1,102	1,613	1,613
10-551-5163	DISABILITY INSURANCE	169	2,187	2,187	3,188	3,188
10-551-5201	SUPPLIES	41,463	15,000	15,100	15,100	15,100
10-551-5205	POSTAGE	7,727	8,800	12,050	12,050	13,255
10-551-5207	TRAVEL & TRAINING	12,773	15,750	20,400	27,700	27,700
10-551-5209	DUES & SUBSCRIPTIONS	14,280	10,697	14,248	14,248	13,348
10-551-5237	RECREATION BROCHURE	44,837	34,688	35,992	35,992	35,992
10-551-5260	CONTRACTUAL SERVICES	432	10,000	45,000	60,600	145,600
10-551-5290	MAINTENANCE-OFFICE EQUIP	6,673	5,850	5,850	5,850	5,850
Division Total		1,219,092	1,267,707	1,335,194	1,884,059	2,038,053
Aquatics						
10-552-5103	SALARIES - PART-TIME	6,142	41,028	44,382	86,657	90,900
10-552-5130	MEDICARE	135	821	888	1,733	1,818
10-552-5151	PART-TIME RETIREMENT	230	1,641	1,775	2,600	2,727
10-552-5201	SUPPLIES	4,222	4,500	6,000	10,000	10,000
10-552-5259	POOL RENT			5,000	60,000	60,000
Division Total		10,729	47,990	58,045	160,990	165,445
Community Services						
10-553-5103	SALARIES - PART-TIME	8,249	95,358	73,137	62,379	65,497
10-553-5130	MEDICARE	120	1,907	1,463	1,248	1,310
10-553-5151	PART-TIME RETIREMENT	309	3,814	2,194	1,871	1,965
10-553-5201	SUPPLIES	369	1,000	1,000	4,400	4,400
10-553-5326	FAC RENT - COMM CENTER	1,239	3,000	3,000	3,000	3,000
10-533-5287	TECHNOLOGY INTRNL SRVC CHG	3,562	4,750	4,750		
Division Total		13,848	109,829	85,544	72,898	76,172
Day Camp						
10-554-5103	SALARIES - PART-TIME	78,335	78,508	91,686	96,857	101,700
10-554-5130	MEDICARE	1,289	1,570	1,834	1,937	2,034
10-554-5151	PART-TIME RETIREMENT	3,332	3,140	2,750	2,906	3,051
10-554-5201	SUPPLIES	8,313	10,000	10,200	10,700	10,700
10-554-5317	DAY CAMPS	24,160	20,000		28,000	28,000
Division Total		115,429	113,218	106,470	140,400	145,485



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
Playgrounds						
10-555-5103	SALARIES - PART-TIME	16,299	26,073	23,040	20,359	22,395
10-555-5130	MEDICARE	276	521	461	407	448
10-555-5151	PART-TIME RETIREMENT	713	1,043	691	611	672
10-555-5201	SUPPLIES	1,033	3,300	3,470	3,470	3,470
10-555-5260	CONTRACTUAL SERVICES	5,760	6,000	6,000	6,000	6,000
Division Total		24,081	36,937	33,662	30,847	32,985
Sports						
10-556-5101	SALARIES - FULL TIME	9,959	-	-		
10-556-5103	SALARIES - PART-TIME	118,136	121,545	102,892	145,282	145,282
10556-5120	OVERTIME	299	-	-	2,906	2,906
10-556-5130	MEDICARE	2,335	2,431	2,058		
10-556-5150	RETIREMENT	1,179				
10-556-5151	PART-TIME RETIREMENT	4,485	4,862	3,087	4,358	4,358
10-556-5161	HEALTH INSURANCE	5,026				
10-556-5201	SUPPLIES	9,508	6,900	8,000	8,000	8,000
10-556-5245	CELL ALLOWANCE	330	-	-		
10-556-5298	MAINTENANCE-FIELDS/FACILITIES	2,825	3,000	3,000	3,000	3,000
10-556-5305	BASKETBALL - ADULT	117	300	550	1,200	1,200
10-556-5306	BASKETBALL - YOUTH	78,922	50,000	57,000	12,000	13,000
10-556-5330	FIELD FEES - LAUREL	1,440	2,940	1,440	2,940	2,940
10-556-5331	FIELD FEES - MCAULIFFE	70,893	3,000	425	3,000	3,000
10-556-5332	FIELD FEES - OAK	(40,540)	3,000	225	3,000	3,000
10-556-5336	FOOTBALL	174	900	700	900	900
10556-5358	LAYB			602		
10-556-5359	SOCCER - ADULT	101,226	32,000	32,000	32,000	32,000
10-556-5360	SOCCER - YOUTH	562	650	650	750	750
10-556-5368	T-BALL	426	400	400	1,100	1,100
10-556-5371	TRACK & FIELD	2,584	1,000	2,750	2,750	2,750
10-556-5372	VOLLEYBALL	2,810	4,700	5,200	6,500	6,500
Division Total		372,696	237,628	220,979	229,686	230,686
Special Classes						
10-557-5103	SALARIES - PART-TIME	94,537	144,584	170,859	184,557	193,785
10-557-5130	MEDICARE	1,431	2,892	3,417	3,691	3,876
10-557-5151	PART-TIME RETIREMENT	3,702	5,783	6,834	5,537	5,814
10-557-5201	SUPPLIES	1,024	3,000	3,000	3,000	3,000
10-557-5287	TECHNOLOGY INTRNL SRVC CHG	4,750	4,750	4,750		
10-557-5301	ARTS & CRAFTS	6,622	3,000	3,250	4,000	4,000
10-557-5313	DANCE	20,746	13,000	13,000	17,000	17,000
10-557-5319	EDUCATION	1,044	1,000	1,000	1,300	1,300
10-557-5323	EXERCISE/FITNESS	7,607	11,000	8,000	10,000	10,000
10-557-5352	PRESCHOOL	5,319	5,500	6,000	7,000	7,000
10-557-5364	SPECIAL INTEREST	14,974	5,000	18,500	64,500	64,500
10-557-5369	TENNIS CONTRACT	29,238	22,000	27,500	27,500	27,500
10-557-5370	TODDLER CLASSES	6,266	4,000	4,000	4,500	4,500
10-557-5373	VOLUNTEER PROGRAM		1,000	1,000	1,500	1,500



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
10-557-5388	SPECIAL INTEREST - CAMPS	15,719	9,500	15,500	18,500	18,500
	Division Total	212,979	236,009	286,611	352,585	362,274
Special Events						
10-558-5103	SALARIES - PART-TIME	63,002	69,989	67,246	53,696	57,583
10-558-5130	MEDICARE	930	1,400	1,345	1,074	1,152
10-558-5151	PART-TIME RETIREMENT	2,404	2,800	2,690	1,611	1,727
10-558-5201	SUPPLIES	337,082	303,350	253,072	297,480	297,480
10-558-5353	RACE ON THE BASE	25,606	31,900	54,000	54,500	54,500
	Division Total	429,024	409,438	378,353	408,361	412,442
	DEPARTMENT TOTALS	2,397,878	2,458,757	2,504,856	3,279,826	3,463,542
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	1,474,938	1,754,792	1,767,442	2,394,796	2,492,207
	MATERIALS, SUPPLIES, & SERVICES	922,940	703,965	737,414	885,030	971,335
	TOTALS	2,397,878	2,458,757	2,504,856	3,279,826	3,463,542



City of Los Alamitos
General Fund Expenditure - Non-departmental
For Fiscal Year 2024-25, 2025-26

Account	Description	2022-23 Actual	2023-24 Adopted	2023-24 Estimate	2024-25 Proposed	2025-26 Projection
10-518-5260	CONTRACTUAL SERVICES	(9,880)	30,737	30,737	45,000	45,000
10-560-5219	PRE-EMPLOYMENT EXPENSE	36,129	30,000	30,000	30,000	30,000
10-560-5219.1851	NON-EMPLOYEE LIVE SCAN	576	300	300	500	500
10-560-5260	CONTRACTUAL SERVICES	165,215	120,000	144,000	144,000	144,000
10-560-5261	CONTRIBUTION TO HOMELESS SHELTER - NORTH SPA	4,229	43,594	44,917	45,000	46,000
10-560-5285	CREDIT CARD FEES	47,654	35,000	35,000	40,000	40,000
10-560-5486	VEHICLE CAPITAL REPLACEMENT	70,000	70,000	70,000		
10-562-5161	HEALTH INSURANCE-RETIREES	269,344	298,000	298,000	300,000	300,000
10-560-5290	ADDITIONAL UAL FUNDING FOR TRUST			300,000	600,000	600,000
10-570-5501.1703	BSCC LOCAL ASSISTANCE	10,000	5,000	5,000	5,000	5,000
10-570-5501.1705	TOWNE CNTR MIXED USE ZONE	(28,679)	-			
10-570-5501.1706	TIER 1 PROJECT STORM DRAIN COVERS	1,107	-			
10-570-5501.1707	YEAR ONE RESIDENTIAL STREET IMPROV (Y)	1,331,807	-			
10-570-5501.1003	STREET MARKINGS/STRIPING	9,250	-			
10-570-5501.2301	STERN PARK PROJECT (Y) (C/O)	24,270	950,000	950,000		
10-570-5501.2302	GEN FUND GRANT MATCH (Y)			-		
10-570-5501.2303	PHASE II RESIDENTIAL STREET IMPROV (Y)	43,011	1,000,000	100,000		
10-570-5501.2304	EMERGENCY EXIT SIGNS	6,624				
10-570-5501.2401	COMMUNITY CENTER ROOF PROJECT			-		
10-570-5501-2402	STATE GRANT ELIGIBLE EXPENDITURES			-		
10-570-5501.2407	MEDIAN ISLAND PROJECT			-		
10-570-5501.2418	PD LOCKER ROOM REMODEL			-		
10-570-5501.1708	CATCH BASIN CPS PROJECT (CITY MATCH)	32,353		-		
10-570-5501.2420	ARMORED POLICE VEHICLE (GRANT REIMBURSEMENT)			-		
	SEE CIP FOR ADDITIONAL PROJECTS (FY22-23 SURPLUS)			1,152,946		
DEPARTMENT TOTALS		2,013,010	2,582,631	3,160,900	1,209,500	1,210,500



FY 2024-25

Summary of Transfers In & Out



**City of Los Alamitos
Proposed Budget
For Fiscal Year 2024-25**

Summary of Transfers In & Out

Transfer From	Transfer To	FY2022-23	FY2023-24	FY2024-25	Purpose
		Amount	Amount	Amount	
General Fund (10)	Facilities (52)	100,000	100,000	-	Funding for future facilities, streets, & parks projects
General Fund (10)	Vehicle / Equip Repl (50)	-	-	500,000	Funding for Vehicle & Equip Replacement
General Fund (10)	Technology Repl (53)			200,000	Funding for Technology Replacement
General Fund (10)	Self Insurance (54)	660,000	560,000	700,000	Funding for insurance, claims, & workers' comp
General Fund (10)	Buildg Improv (25)	150,000	150,000	-	Funding for building improvements
General Fund (10)	Debt Service (31)	215,500	211,500	205,000	Funding for bond payments principal and interest
General Fund (10)	Economic Dev (57)	500,000	500,000	-	Funding for Economic Development
		1,625,500	1,521,500	1,605,000	
Gas Tax (20)	General Fund (10)	120,000	120,000	120,000	Reimbursing GF for street-related maintenance
PSAF (21)	General Fund (10)	105,000	105,000	105,000	Reimbursing GF for public safety expenditures
SLESF (22)	General Fund (10)	140,000	140,000	200,000	Reimbursing GF for public safety expenditures
Office of Traffic Safety (29)	General Fund (10)	5,000	5,000	-	Reimbursing GF for traffic safety activity
CARES (55)	General Fund (10)	201,833	-	-	Reimbursing GF for Pandemic related expenses
ARPA (56)	General Fund (10)	600,000	500,000	-	Reimbursing GF for revenue loss
		1,171,833	870,000	425,000	

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: May 20, 2024

ITEM NUMBER: 12B

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Master Fee Schedule Update - Fiscal Year 2024-25

SUMMARY

In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update, which update includes a 4.0% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

RECOMMENDATION

1. Review the Fiscal Year 2024-25 Master Fee Schedule Update, and;
2. Adopt Resolution No. 2024-19, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)".

BACKGROUND

A user fee is a charge imposed by the City on an individual for a service or a facility provided directly to that individual. User fees shift the burden of paying for specific governmental services away from the general population to the specific recipients who benefit from the service.

Pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Los Alamitos ("City") is authorized to adopt and implement fees, rates, and charges for municipal services provided that such fees, rates and charges do not exceed the estimated reasonable cost of providing such services. Before approval of new user fees or modification of existing user fees by the City Council, the City must hold a public hearing on the proposed fee increases and notify the public of the hearing.

The City charges various fees for services provided to residents and businesses. User fees and charges are intended to recover all or a portion of the City's costs for providing a service or access to public property. Examples of City fees include, building permits, recreation classes, facility rentals, etc.

According to the best practices established by the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB), governments should calculate the full cost of the different services they provide and should review and update charges and fees periodically based on factors such as the impact of inflation, other cost increases, adequacy of cost recovery, use of services, and the competitiveness of current rates.

In some situations, it may be appropriate to set fees at less than the full cost of service. For example, services that directly benefit an individual may equally benefit the community as a whole and therefore full cost recovery is not recommended for those types of services. Examples of services that benefit the community as a whole are recreation programs.

DISCUSSION

In 2015, the City engaged NBS to conduct an independent User Fees and Charges Study. In March 2017, the User Fees and Charges Study was completed, which included a thorough analysis of the total cost of providing services, including applicable direct and indirect costs associated with specific services.

On July 31, 2017, the City Council adopted Resolution 2017-13, which approved the Master Fee Schedule pursuant to the recommendations set forth in the NBS User Fees and Charges Study. On June 17, 2019, the City Council adopted Resolution 2019-20, which approved the Master Fee Schedule with adjustments to certain user fees based on increased CPI.

At this time, City staff conducted an annual review of the Master Fee Schedule and recommended an increase of 4.0% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) from April 2023 to March 2024. The proposed changes to the Master Fee Schedule are reflected in Attachment 1 (2024-25 Master Fee Schedule).

The City Council previously adopted a policy requiring an annual review and update of the Master Fee Schedule commensurate with changes to the CPI. The NBS User Fees and Charges Study recommended the City utilize the CPI to annually adjust its user fees to keep pace with the cost of inflation. A Cost Recovery Study is being done and will be completed at a later date. The staff has obtained CPI information and is recommending a 4.0% increase in applicable fees in accordance with the annual review provisions.

FISCAL IMPACT

Where applicable, the Fee Schedules reflect a 4.0% increase in the consumer price index for the Los Angeles area (which includes Orange County) from April 2023 to March 2024, as reported by the Federal Bureau of Labor Statistics and included as Attachment 2. The estimated increase in revenue resulting from the CPI adjustment is approximately thirty thousand (\$30,000). The proposed Budget for Fiscal Year 2024-25 does not assume a CPI adjustment to the City's Fee Schedules.

- Attachment:
1. Resolution No. 2024-19 - FY2024-25 Master Fee Schedule
 2. Attachment 1 - FY2024-25 Master Fee Schedule
 3. Attachment 2 - Bureau of Labor Statistics Consumer Price Index (CPI)

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)

WHEREAS, the City of Los Alamitos currently imposes fees upon applicants to recover the costs of staff time, inspection, copying costs and other related expenses related to the review and processing in connection with services; and,

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and implement fees, rates, and charges for municipal services provided that such fees, rates and charges do not exceed the estimated reasonable cost of providing such services; and,

WHEREAS, in 2015, the City engaged NBS to conduct an independent User Fees and Charges Study. In March 2017, the User Fees and Charges Study was completed, which included a thorough analysis of the total cost of providing services, including applicable direct and indirect costs associated with specific services, a copy of which is maintained on file with the City Clerk; and,

WHEREAS, on July 31, 2017, the City Council adopted Resolution 2017-13, which approved the Master Fee Schedule pursuant to the recommendations set forth in the NBS User Fees and Charges Study; and,

WHEREAS, pursuant to Resolution No. 2017-13, the City Council approved and adopted updated development processing fees and other user rates, charges, and fees (collectively, "user fees") as set forth and established in the Master Fee Schedule finding that the user fees established are reasonable and necessary to reimburse the City for its actual and reasonable costs to provide those services for which the fees are levied; and,

WHEREAS, on June 18, 2018, the City Council adopted Resolution 2018-15, approving increases to the user fees established pursuant to Resolution 2017-13, for all applicable fees and charges, in accordance with the Consumer Price Index (CPI) report for the month of March of the corresponding year for the Los Angeles area (inclusive of Orange County) for all Urban Consumers, as well as approving other adjustments that eliminated, reduced and/or modified certain user fees, by approving amendments to the Master Fee Schedule; and,

WHEREAS, on January 22, 2019 the City Council adopted Resolution No. 2019-03, which approved: (1) an increase of 2.5% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of February 2018 to February 2019; (2) reduced certain fees based on recalculated amounts supported by NBS' approved methodology and City staff tabulation; (3) approved adjustments that eliminate, reduce,

and/or modify other use fees and charges; and, (4) annual review and update of the Master Fee Schedule commensurate with changes to the CPI; and,

WHEREAS, on May 18, 2020 the City Council adopted Resolution No. 2020-10, which approved an increase in 1.9% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of March 2019 to March 2020; and,

WHEREAS, on April 19, 2021, the City council adopted Resolution 2021-06, which approved an increase of 1.0% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of March 2020 to February 2021; and,

WHEREAS, on May 16, 2022, the City Council adopted Resolution No. 2022-11, which approved an increase in 5.0% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of March 2021 to February 2022; and,

WHEREAS, following an RFP process, on September 6, 2022, the City entered into an agreement with Willdan Financial Services to provide a Cost Allocation Plan and Cost Recovery Study and thereby forgo any increase to applicable fees and charges for 2023, pending the outcome of the Cost Allocation Plan and Cost Recovery Study; and,

WHEREAS, upon recommendation of City staff following completion of an annual review of the Master Fee Schedule, the City Council desires to approve increases to the user fees established pursuant to this Resolution 2024-19, for all applicable fees and charges, in accordance with the Consumer Price Index (CPI) report for the Los Angeles area (inclusive of Orange County) for all Urban Consumers, by approving adjustments to the Master Fee Schedule as set forth herein; and,

WHEREAS, the City has studied and reviewed the fees charged by other cities for such services to assure that the proposed cost recovery fees are reasonable; and,

WHEREAS, pursuant to Government Code Section 66016, the City has: (1) made available to the public at least ten days prior to its public hearing, data supporting the reasonableness of the fees; (2) mailed notice at least fourteen days prior to the public hearing to all interested parties who have requested notice of new or increased fees; and (3) held a duly noticed, regularly scheduled public hearing at which oral and written testimony was received regarding the proposed fees; and,

WHEREAS, all legal prerequisites to the adoption of this Resolution, including without limitation adherence to Government Code Sections 66014, 66017, and 66018, have occurred.

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

SECTION 1. Adoption of Recitals. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Update to User Fees. The City Council hereby approves and adopts the amendments to the Master Fee Schedule as set forth and established in Exhibit "A" attached hereto and by this reference incorporated herein, reflecting adjustments to certain user fees based on a CPI adjustment of 7.4%, as well as other adjustments that serve to eliminate, reduce, and/or modify certain user fees; and the City Council hereby finds and determines that the adjusted user fees established herein do not exceed the estimated reasonable cost of providing the services for which the fees are levied.

SECTION 3. Effective Date. The CPI increase to and modification of certain user fees established pursuant to this Resolution shall take effect and shall be implemented 60-days following the adoption of this Resolution.

SECTION 4. Annual Review and Update. The City Council hereby directs staff to annually review and, as appropriate, recommend to the City Council an increase of the user fees included in the Master Fee Schedule on July 1st of each fiscal year, in accordance with the Consumer Price Index (CPI) reported for the month of March of the corresponding year for the Los Angeles area for all Urban Consumers.

SECTION 5. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, City staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 6. Severability. If any user fee, rate, or charge adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining user fees, rate, and charges adopted or revised herein. The City Council hereby declares that it would have adopted the Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 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, California, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council held on the 20th day of May, 2024, by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos



MASTER FEE SCHEDULE

Adoption: May 20, 2024

Implementation: July 1, 2024

Administration - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Delinquent Customer Fees			
Adm 1	Returned Check Processing (Non-Sufficient Funds NSF)			
Adm 2	1st NSF Check	[7]	\$ 25	\$ 25
Adm 3	Each Subsequent NSF Check	[7]	\$ 35	\$ 35
Adm 4	Transient Occupancy Tax (TOT) Administration processing fee (line addition to penalty)	[9]	\$ 10	\$ 10
Adm 5	Collections Fee	[9]	\$ 143	\$ 148
	Finance Processing Fees			
Adm 6	Admin Processing Fee (per transaction)		\$ 5	\$ 5
Adm 7	Refund Processing - Check		\$ 35	\$ 37
Adm 8	Check Reissuance	[12]	\$ 70	\$ 73
	Copies:			
Adm 9	Per page	[10]	\$ 0.10	\$ 0.10
	Electronic Data Request (CD/DVD Copy)			
Adm 10	Copy of Existing Data File		\$ 10	\$ 11
Adm 11	Copy of Non-Existing Data File		\$ 22	\$ 23
	Other			
Adm 12	Certification of Document		\$ 22	\$ 23
Adm 13	Witness Oath Admin Fee		\$ 10	\$ 11
Adm 14	Certificate Fee		\$ 10	\$ 11
Adm 15	Notary Fee	[14]	\$ 15	\$ 15
Adm 16	U.S Veteran Notary Fee		\$ -	\$ -
	Subpoena Fee			
Adm 17	Response to subpoena - Hourly	[2]	\$ 28	\$ 28
Adm 18	Response to subpoena - Records	[2]	\$ 16	\$ 16
Adm 19	Response to subpoena - Civil	[1]	\$ 316	\$ 329
	Business License			
Adm 20	Change to Business License - Name	[13]	\$ 14	\$ 14
Adm 21	Change to Business License - Location	[13]	\$ 14	\$ 14
Adm 22	Duplicate Business License	[13]	\$ 14	\$ 14
Adm 23	Business License Home Occupation Inspection	[11]	\$ 123	\$ 128
	Business Permits and Regulations			
Adm 24	Bingo Permit	[5]	\$ 57	\$ 60
	Hourly Rates			
Adm 25	Admin Svcs - Hourly Rate		\$ 143	\$ 148
Adm 26	City Clerk - Hourly Rate		\$ 126	\$ 132
	Election Related			
Adm 27	Filing Fee Candidate's Nomination Papers	[15]	\$ 25	\$ 25

Administration - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	Set by State	
[2]	CA Evidence Code 1563	
[5]	CA Govt. Code 25845; Penal Code 326.3-326.5	
[7]	Per CA Civil Code; 1st NSF Check is limited to \$25 fee; each subsequent NSF check is limited to \$35 fee	
[9]	New Fee	
[10]	Per Public Records Act (\$.10 per page)	
[11]	Cost from CD-Planning	
[12]	Includes the bank fee of \$30 for stop payment	
[13]	Current actual cost to City: HDL costs = \$12 per item	
[14]	AB 2217, effective 1.1.17 \$15	2217,
[15]	CA Elections Code 10228	

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Planning Zoning Related Fees			
PL 1	Accessory Structure Fee		\$ 86	\$ 90
PL 2	Administrative Use Permit - New (ex. Outside Dining)		\$ 86	\$ 90
PL 3	Administrative Use Permit - Renewal (ex. Outside Dining)		\$ 246	\$ 256
PL 4	Annexation - Deposit	[1,2]	Deposit \$20,000	Deposit \$20,000
PL 5	Appeal - Director - Non-Resident		\$ 2,701	\$ 2,809
PL 5.1	Appeal - Director - Resident		\$ 920	\$ 957
PL 6	Appeal - Planning Commission - Non-Resident	[2]	Deposit \$2,349	Deposit \$2,349
PL 6.1	Appeal - Planning Commission - Resident		\$ 1,101	\$ 1,145
PL 7	Applicant Case Continuance Fee		\$ 1,350	\$ 1,404
PL 8	Business License - Field Inspection		\$ 123	\$ 128
PL 9	Contract Planner - Expedited Services - Deposit (based on project)	[1,2]	Actual Cost	Actual Cost
PL 10	Cottage Food Operation Permit		\$ 246	\$ 256
PL 11	CUP - Minor - Use Change		\$ 1,350	\$ 1,404
PL 12	CUP - Major - Construction Related		\$ 2,701	\$ 2,809
PL 13	Development Agreement - Deposit	[1,2]	Deposit \$20,000	Deposit \$20,000
PL 14	Ext of Time Requests - Discretionary	[2]	Deposit \$443	Deposit \$443
PL 15	Filming Permit (Public - see Encroachment Permit)			
PL 16	General Plan Amendment	[2]	Deposit \$2,438	Deposit \$2,438
PL 17	Home Occupation Permit		\$ 118	\$ 122
PL 18	Inspection Fee for Planning/ Code Enforcement (excessive)		\$ 246	\$ 256
PL 19	Interpretation and Similar Use	[2]	Deposit \$2,560	Deposit \$2,662
PL 20	Noticing Fee		\$ 246	\$ 256
PL 21	Planning Plan Check - Minor (Additional Sq. Ft of ≤ 250 sq. ft.)		\$ 123	\$ 128
PL 22	Planning Plan Check - Major (> 250 Sq. Ft)		\$ 491	\$ 511
PL 23	Pre-Application Meeting		\$ 1,473	\$ 1,532
PL 24	Preliminary Review		\$ 246	\$ 256
PL 25	Review of CCR's	[1]	Actual Cost	Actual Cost
PL 26	Second Dwelling Unit application review		\$ 2,701	\$ 2,809
PL 27	Signs: Sign Permit		\$ 368	\$ 383
PL 28	Signs: Planned Sign Program		\$ 2,701	\$ 2,809
PL 29	Signs: Temp Banner/Sign		\$ 61	\$ 63
PL 30	Site Plan Review - Minor (additions, minor improvements; covers up to 1 hour)		\$ 2,701	\$ 2,809
PL 31	Site Plan Review - Major (all others)		\$ 3,683	\$ 3,830
PL 32	Street Name Change Request		\$ 737	\$ 766
PL 33	Street Naming		\$ 491	\$ 511
PL 34	Temporary Use Permit		\$ 982	\$ 1,021
PL 35	Special Event Permit (road closures, parades) - Non-Resident		\$ 491	\$ 511
PL 35.1	Special Event Permit (road closures, parades) - Resident		\$ 172	\$ 179
PL 36	Tentative Parcel Map		\$ 1,545	\$ 1,607
PL 37	Tentative Tract Map		\$ 1,766	\$ 1,837

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
PL 38	Variance		\$ 982	\$ 1,021
PL 39	Zoning Letter		\$ 491	\$ 511
PL 40	Zoning Ordinance Amendment - Map	[1,2]	Deposit \$2,500	Deposit \$2,500
PL 41	Zoning Ordinance - Text Amendment	[1,2]	Deposit \$2,500	Deposit \$2,500
PL 42	Zoning Permit		\$ 368	\$ 383
	Environmental Review			
PL 43	Initial Environmental Assessment		\$ 246	\$ 256
PL 44	Assessment - Historical Structures		\$ 252	\$ 252
PL 45	Environmental Review		\$ 6,137	\$ 6,383
PL 46	Negative Declaration	[1]	Actual Cost	Actual Cost
PL 47	Mitigated Negative Declaration	[1]	Actual Cost	Actual Cost
PL 48	Environmental Impact Report	[1]	Actual Cost	Actual Cost
PL 49	Initial Study	[1]	Actual Cost	Actual Cost
	NPDES/Stormwater			
PL 50	High - Annual Inspection		\$ 738	\$ 767
PL 51	Medium (every 2 yrs.)		\$ 492	\$ 511
PL 61	Low (every 5 yrs.)		\$ 293	\$ 293
	Document Fees			
PL 52	Copy Services (Per Page)		\$ 0.10	\$ 0.10
PL 53	Plans - Blueprints	[1]	Actual Cost	Actual Cost
PL 54	Special Research by Planning Staff (hourly)		\$ 246	\$ 256
PL 55	County Recording Fee (pass thru; check written directly to County)	[1]	Actual Cost	Actual Cost
	Processing Fees			
PL 56	Cash Bond Acceptance and Processing		\$ 123	\$ 128
PL 57	Tract/Other Bonds Processing		\$ 123	\$ 128
PL 58	Lien Processing		\$ 123	\$ 128
	Special Regulatory Business Permits			
	* Require a Conditional Use Permit (CUP) - fees are listed above and background review per Police Department (corresponding fees if applicable)			
	Entertainment Related Fees			
PL 59	Live Entertainer - License	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 60	Live Entertainer - Application renewal	[1,2]	Deposit \$1,500	Deposit \$1,500
	Escort Related Businesses Fees			
PL 63	Escort License - Agency	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 64	Escort License - Agency renewal	[1,2]	Deposit \$800	Deposit \$800
PL 65	Escort License - Individual	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 66	Escort License - Individual renewal	[1,2]	Deposit \$1,500	Deposit \$1,500

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Adult Related Businesses Fees			
PL 67	Adult Use - Planning Permit Fee	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 68	Adult Oriented Business License	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 69	Adult Oriented Business License (Renewal)	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 70	Adult Use Planning Permit Fee - Ext. of Non Conf.	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 71	Figure Model License	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 72	Figure Model License (Renewal)	[1,2]	Deposit \$1,500	Deposit \$1,500
	Code Enforcement (fees in addition to fines)			
PL 73	Violation Reoccurrence Fee		\$ 234	\$ 244
PL 74	Code Enforcement - Re-Inspection		\$ 234	\$ 244
PL 75	Code Enforcement - Right of Way Pick Up/Storage (signs)		\$ 234	\$ 244
	Other			
PL 76	Admin Processing Fee (Delinquent processing)		\$ 117	\$ 122
	Hourly Rate			
PL 77	Planning - Hourly Rate		\$ 234	\$ 244
	Banner Fees			
PL 78	2-sided Banner Permit on Los Alamitos Blvd Median		\$100 admin fee + \$90/per banner	\$100 admin fee + \$90/per banner
	WQMP Fees			
PL 79	Review and Inspection Fee	[2,4]	Deposit \$1,500	Deposit \$1,500
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application, including all applicable Citywide Overhead. A Deposit may be required in place of a flat fee, with actual costs charged against the deposit.			

[Notes]

[1]	Actual Cost using FBHR
[2]	Deposit
[3]	CA Govt. Code 25845; Penal Code 326.3-326.5
[4]	New Fee

Public Works - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
PW 1	Improvement - Plan Check - Per Sheet (Street, Storm Drain) - includes 3 reviews		\$ 980	\$ 1,019
PW 1	Improvement - Plan Check - Per Sheet (Street, Storm Drain) - 4th and subsequent review		\$ 195	\$ 203
PW 2	Improvement - Inspection (Street, Storm Drain) - per inspection		\$ 588	\$ 611
PW 3	Grading - Plan Check - Residential lots		\$ 761	\$ 792
PW 4	Grading - Plan Check - Commercial lots	[1]	Deposit \$687 - Actual Cost	Deposit \$687 - Actual Cost
PW 5	Hydrology Report		\$ 761	\$ 792
PW 6	Geotech/ Soils Review	[1]	Deposit \$687 - Actual Cost	Deposit \$687 - Actual Cost
PW 7	Parking Space Closure		\$ 1,175	\$ 1,222
PW 8	Sidewalk Closure		\$ 784	\$ 815
PW 9	Traffic Study Review		\$ 2,351	\$ 2,445
PW 10	Grading - Inspection		\$ 392	\$ 408
PW 11	Final Tract Map		\$ 1,372	\$ 1,427
PW 12	Parcel Map per Parcel		\$ 761	\$ 792
PW 13	Lot Line Adjustment (per parcel)		\$ 761	\$ 792
PW 14	Other Legal Checking	[1]	Actual Cost	Actual Cost
PW 15	Curb Painting (per 30 l.f. of curb)		\$ 392	\$ 408
PW 16	Access: Commercial		\$ 392	\$ 408
PW 17	Access: Personal/Homeowner		\$ 392	\$ 408
PW 18	Commercial Photography Motion Picture - per Day		\$ 685	\$ 713
PW 19	Commercial Photography/Still Pictures - per Day		\$ 195	\$ 203
PW 20	Surplus Material Removal (Review of Contractor's Hauling Plan)		\$ 588	\$ 611
PW 21	Road Closure		\$ 685	\$ 713
	Underground Utilities:			
PW 22	0-100 l.f.		\$ 685	\$ 713
PW 23	101-1,000 l.f.		\$ 980	\$ 1,019
PW 24	1,000 + l.f.		\$ 1,764	\$ 1,834
PW 25	per Additional l.f.		\$ 2	\$ 2
PW 26	Aerial Utilities - All (per pole)		\$ 784	\$ 815
PW 27	Landscaping / Gardening Irrigation (> 2,500 s.f.)	[4]	\$ 878	\$ 913
PW 28	Bus Bench / Shelter Master Permit / Renewal		\$ 490	\$ 509
PW 29	Bus Bench / Shelter Indiv. Bench Placement / Renewal		\$ 195	\$ 203
PW 30	Bus Shelter Master Permit & Renewal		\$ 147	\$ 153
PW 68	Bus Bench/Shelter Removal		\$ 10	\$ 10
PW 69	Bus Bench/Shelter Storage per month		\$ 5	\$ 5
PW 31	News Rack Fee		\$ 294	\$ 306
PW 32	Culvert		\$ 490	\$ 509
PW 33	Driveway Approach - Residential		\$ 195	\$ 203
PW 34	Driveway Approach - Commercial		\$ 646	\$ 672
PW 35	Curbs & Gutters per 100 l.f.		\$ 195	\$ 203
PW 36	Sidewalks		\$ 294	\$ 306
PW 37	Paving		\$ 685	\$ 713
PW 38	Paving per l.f.		\$ 1	\$ 1

Public Works - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
PW 39	Catch Basin		\$ 294	\$ 306
PW 40	Storm Drain Entries 0-27"		\$ 392	\$ 408
PW 41	Storm Drain Entries > 27"		\$ 392	\$ 408
PW 42	Traffic Control Plan		\$ 784	\$ 815
PW 43	Memorial Tree/Rock Installation	[1]	Actual Cost	Actual Cost
PW 44	Old Street Sign Sale	[2]	\$ 17	\$ 18
PW 45	Sign Installation		\$ 151	\$ 157
PW 46	Barricade / Delineator Request - Per Event or Incident	[1]	Actual Cost	Actual Cost
PW 47	Shopping Cart Retrieval		\$ 51	\$ 53
	Monitoring Well Installation Fee (Per Well)			
PW 48	Plan Review		\$ 151	\$ 157
PW 49	Traffic Plan		\$ 453	\$ 471
PW 50	Inspection		\$ 154	\$ 154
	Crane Permit			
PW 51	Traffic Plan		\$ 453	\$ 471
PW 52	Inspection		\$ 151	\$ 157
PW 53	Outdoor Dining Permit		\$ 906	\$ 942
PW 54	Parklet Fee		\$ 605	\$ 629
	Oversize/ Overweight Permit			
PW 55	Single	[2,3]	\$ 16	\$ 16
PW 56	Annual	[2,3]	\$ 90	\$ 90
PW 57	Tree Removal Fee		\$ 302	\$ 314
PW 58	Temporary "No Parking" Sign Fee		\$ 605	\$ 629
	Impact Analysis / Review			
PW 59	Traffic	[1]	Actual Cost	Actual Cost
PW 60	Soils	[1]	Actual Cost	Actual Cost
PW 61	Noise	[1]	Actual Cost	Actual Cost
PW 62	Street Vacation Fee	[1]	Actual Cost	Actual Cost
PW 63	Incident/ Accident Response (Haz Mat, Accident, Other)	[1]	Actual Cost	Actual Cost
PW 64	Standard City List of repair/ replacement items	[1]	Actual Cost	Actual Cost
	Hourly Rates:			
PW 65	PW Engineering - Hourly Rate		\$ 195	\$ 203
PW 66	PW Maintenance - Hourly Rate		\$ 151	\$ 157
PW 67	After Hours Rate (Per hour; 2 hour minimum \$286)	[5]	\$ 151	\$ 157
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	Recommended fee is "Actual Cost" using fully burdened hourly rate
[2]	Placeholder for Master Fee Schedule (MFS), not included in cost analysis
[3]	Fee Set by State (\$16;\$90 maximum)
[4]	New Fee
[5]	After Hours: Monday through Thursday between 6pm-6am; All day Friday, Saturday, and Sunday; City approved Holidays

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Building Fees			
	Project valuations determined by the most recent published International Code Council (ICC) Building Valuation Table or by Contractors signed contract, at the discretion of the Building Official	[1]		
	Valuation-Based Inspection Fees			
	Building Valuation Range			
BL 1	\$1 - \$500		\$ 201	\$ 209
BL 2	\$501 - \$2,000		\$ 302	\$ 314
BL 3	\$2,001 - \$6,000		\$ 402	\$ 419
BL 4	\$6,001 - \$12,000		\$ 604	\$ 628
BL 5	\$12,000 - \$25,000		\$ 806	\$ 838
BL 6	\$25,001 base fee		\$ 1,007	\$ 1,047
BL 7	Each additional \$1000 or fraction thereof up to \$50,000		\$ 32	\$ 34
BL 8	\$50,001 base fee		\$ 1,778	\$ 1,850
BL 9	Each additional \$1000 or fraction thereof up to \$100,000		\$ 12.08	\$ 12.57
BL 1	\$100,001 base fee		\$ 2,371	\$ 2,466
BL 11	Each additional \$1000 or fraction thereof up to \$500,000		\$ 4.53	\$ 4.71
BL 12	\$500,001 base fee		\$ 4,149	\$ 4,315
BL 13	Each additional \$1000 or fraction thereof up to \$1,000,000		\$ 5.63	\$ 5.86
BL 14	\$1,000,000 Base Fee		\$ 6,911	\$ 7,188
BL 15	Each additional \$1000 beyond \$1,000,000		\$ 4.03	\$ 4.19
	Valuation-Based Plan Review Fees			
	Building Valuation Range			
BL 16	\$1 - \$500		\$ 101	\$ 101
BL 17	\$501 - \$2,000		\$ 101	\$ 101
BL 18	\$2,001 - \$6,000		\$ 201	\$ 209
BL 19	\$6,001 - \$12,000		\$ 402	\$ 419
BL 20	\$12,000 - \$25,000		\$ 806	\$ 838
BL 21	\$25,001 - \$50,000 base fee		\$ 1,187	\$ 1,234
BL 22	Each additional \$1000 or fraction thereof up to \$50,000		\$ 16.11	\$ 16.75
BL 23	\$50,001 base fee		\$ 1,486	\$ 1,545
BL 24	Each additional \$1000 or fraction thereof up to \$100,000		\$ 8.06	\$ 8.38
BL 25	\$100,001 base fee		\$ 1,977	\$ 2,056
BL 26	Each additional \$1000 or fraction thereof up to \$500,000		\$ 1.25	\$ 1.30
BL 27	\$500,001 base fee		\$ 2,469	\$ 2,568
BL 28	Each additional \$1000 or fraction thereof up to \$1,000,000		\$ 0.80	\$ 0.84
BL 29	\$1,000,000 Base Fee		\$ 2,861	\$ 2,976
BL 30	Each additional \$1000 beyond \$1,000,000		\$ 1.72	\$ 1.79
BL 31	Residential Track - Plan Check (Repeat \$100,000 - \$500,000)		\$ 302	\$ 314
BL 32	Residential Track - Plan Check - > \$500,000 each additional \$100,000		\$ 34	\$ 36

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
BL 33	Accessibility Plan Check (applicable to all non-residential project)		5% of plan check fee	5% of plan check fee
	Miscellaneous Building Fees			
BL 34	Permit Issuance		\$ 51	\$ 53
	Solar PV Permit Fee			
	Residential			
BL 35	< 15 kW	[7]	\$ 450	\$ 450
BL 36	> 15 kW	[7]	\$450 plus \$15 per kW	\$450 plus \$15 per kW
	Commercial			
BL 37	< 50 kW	[7]	\$ 1,000	\$ 1,000
BL 38	51 - 250 kW	[7]	\$1,000 plus \$7 per kW	\$1,000 plus \$7 per kW
BL 39	> 250 kW	[7]	\$2,400 plus \$5 per kW	\$2,400 plus \$5 per kW
BL 40	Reroof Permit Fee - Residential 1st 500 square foot		\$ 101	\$ 105
BL 41	Reroof Permit Fee - Residential for each additional 500 s.f.		\$ 51	\$ 53
BL 42	Reroof Permit Fee - Commercial 1st 1,000 square foot		\$ 302	\$ 314
BL 43	Reroof Permit Fee - Commercial for each additional 1,000 s.f.		\$ 151	\$ 157
	Portable Spas and Portable Pools Placed at Grade (Single Family and Duplex Residential Only)			
BL 44	Plan Review		\$ 51	\$ 53
BL 45	Inspection		\$ 51	\$ 53
	Reinspection Fees			
BL 46	Code Enforcement - City Attorney - per hour		Actual Cost	Actual Cost
	Other Fees			
BL 47	Expedited Plan Review (Using Outside Consultants) Actual Cost (including Admin Cost) (hourly)		Actual Cost	Actual Cost
BL 48	Green Building and Accessibility Review		5% of Plan Check Fee	5% of Plan Check Fee
BL 49	Energy Calculation Review Fee		\$ 101	\$ 105
	Surcharges			
BL 50	General Plan Maintenance Fee	[9]	9.3% of Building Permit Fee	9.3% of Building Permit Fee
BL 51	Technology Fee		20% of Building Permit Fee	20% of Building Permit Fee
BL 52	Additional Plan Review (per hour)		\$ 201	\$ 209
BL 53	Temporary Certificate of Use and Occupancy	[2]	\$ 51	\$ 53
BL 54	Certificate of Occupancy	[2]	\$ 51	\$ 53
BL 55	Failure to obtain permit	[3]	2 X Permit Fee	2 X Permit Fee

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Building Relocation Fee			
BL 56	Within City		\$175 + Valuation for reconstruction of building	\$175 + Valuation for reconstruction of building
BL 57	From Outside City		\$175 + Valuation for reconstruction of building	\$175 + Valuation for reconstruction of building
BL 58	Same parcel		\$175 + Valuation for reconstruction of building	\$175 + Valuation for reconstruction of building
	Electrical Permits	[8]		
	Permit Issuance Fees			
BL 59	For Issuing Permit		\$ 51	\$ 53
BL 60	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finalized.		\$ 16	\$ 17
BL 61	Plan Check Fee (per hour)		\$ 201	\$ 209
	Unit Fee Schedule (the following do not include permit issuing fees)			
	For receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders, and meters.			
BL 62	First 10 (Fee is for 1-10)	[5]	\$ 6	\$ 6
BL 63	Additional Outlets (fee is for each . Time estimate/cost is for each 10)	[5]	\$ 1	\$ 1
	Lighting Fixtures-lighting fixtures, sockets, or other lamp-holding devices			
BL 64	First 10 (Fee is for 1-10)	[5]	\$ 6	\$ 6
BL 65	Additional Outlets (fee is for each . Time estimate/cost is for each 10)	[5]	\$ 1	\$ 1
BL 66	Pole or platform mounted fixtures (Time estimate/cost is for first 10)	[5]	\$ 10	\$ 10
BL 67	Pole or platform mounted fixtures (each additional)		\$ 16	\$ 17
BL 68	Theatrical-type lighting fixtures or assemblies.		\$ 16	\$ 17
	Residential Appliances			
BL 69	For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console, or through wall heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor operated appliances not exceeding one horsepower (HP) in rating. (each) (For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)		\$ 67	\$ 69

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Nonresidential Appliances			
BL 70	For residential appliances and self-contained, factory-wired nonresidential appliances not exceeding one horsepower (HP) or kilovolt (KVA) in rating including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other types of equipment.(each) (For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)		\$ 133	\$ 139
	Power Apparatus			
	For motors, generators, transformers, rectifiers, synchronous convertors, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus as follows. Rating horsepower (HP), Kilowatts (KW), Kilovolt-amperes (KVA), or Kilovolt-amperes-reactive (KVAR).These fees include all switches, circuit breakers, contractors, thermostats, relays, and other directly controlled equipment.			
BL 71	For 1 Item		\$ 101	\$ 105
BL 72	For each additional item		\$ 34	\$ 36
	Busways			
BL 73	For each trolley and plug-in-type busways, each 100 feet or fraction thereof. An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools. (each)		\$ 101	\$ 105
	Signs, Outline Lighting, and Marquees			
BL 74	For signs, outline lighting systems, or marquees supplied from one branch circuit. (each)		\$ 252	\$ 262
BL 75	For additional branch circuits with the same sign, outline lighting system, or marquee. (each)		\$ 34	\$ 36
	Services (Meters)			
BL 76	For services of 600 volts or less and not over 200 amperes in rating (each)		\$ 101	\$ 105
BL 77	For services of 600 volts or less and over 200 amperes to 1000 amperes (each)		\$ 151	\$ 157
BL 78	For services of 600 volts or over or over 1000 amperes in rating (each)		\$ 201	\$ 209
	Sub-panels - Misc. Apparatus, Conduits, and Conductors			
BL 79	For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth. (each)		\$ 101	\$ 105
	Temporary Power Service (give applicant orange card for temp pole)			
BL 80	For a temporary service power pole or pedestal including all pole or pedestal mounted receptacle outlets and appurtenances. (each)		\$ 101	\$ 105

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
BL 85	For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative light, Christmas tree sales lots, fireworks stands, etc. (each)		\$ 34	\$ 36
	Private Swimming Pools			
BL 81	For new private, residential, in-ground swimming pools for single-family and multifamily occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping, and other similar electrical equipment directly related to the operation of a swimming pool.		\$ 302	\$ 314
BL 82	*For other types of swimming pools, therapeutic whirlpools, spas, and alterations to existing swimming pools use the Unit Fee Schedule.			
	Carnivals and Circuses-traveling shows or exhibitions utilizing transportable-type rides, booths, displays, and attractions			
BL 83	For electrical generators and electrically driven rides (each)		\$ 101	\$ 105
BL 84	For Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)		\$ 101	\$ 105
BL 85	For a system of area and booth lighting (each)		\$ 101	\$ 105
BL 86	*For permanently installed rides, booths, displays, and attractions use the Unit Fee Schedule			
	Other Inspections and Fees			
BL 87	Inspections outside of normal business hours (per hr.)	[4]	\$ 201	\$ 209
BL 88	Reinspection fee-flat fee assessed under provisions of section 305(h)		\$ 101	\$ 105
BL 89	Inspections for which no fee is specifically indicated (per hour)	[4]	\$ 201	\$ 209
BL 90	Additional plan review required by changes, additions, or revisions to approved plans (per hour)	[4]	\$ 101	\$ 105
	Mechanical Permit Fees	[8]		
	Permit Issuance and Heaters			
BL 91	For the issuance of each mechanical permit		\$ 51	\$ 53
BL 92	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finalized.		\$ 16	\$ 17
BL 93	Plan Check Fee (per hour)		\$ 201	\$ 209
	Unit Fee Schedule			
	Furnaces			
BL 94	For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU/h (29.3 kW)		\$ 67	\$ 69
BL 95	For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU/h (29.3 kW)		\$ 67	\$ 69

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
BL 96	For the installation or relocation of each floor furnace, including vent		\$ 67	\$ 69
BL 97	For the installation for relocation of each suspended heater, recessed wall heater, or floor-mounted unit heater.		\$ 67	\$ 69
	Appliance Vents			
BL 98	For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit.		\$ 51	\$ 53
	Repairs or Additions			
BL 99	For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by the Mechanical Code.		\$ 51	\$ 53
	Boilers and AC Units			
BL 100	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)		\$ 67	\$ 69
BL 101	For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW), and including 15 Horsepower (52.7 kw) or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)		\$ 101	\$ 105
BL 102	For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW), and including 30 Horsepower (105.5 kW) or each absorption over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)		\$ 135	\$ 140
BL 103	For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW), and including 50 Horsepower (176 kW) or each absorption over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)		\$ 167	\$ 173
BL 104	For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 175,000 Btu/h (512.9 kW)		\$ 201	\$ 209
	Air Handlers			
BL 105	For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s) including ducts attached thereto. This does not apply to an air handling unit which is a portion of a factor-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.		\$ 67	\$ 69
BL 106	For each air-handling unit over 10,000 cfm (4719 L/s)		\$ 101	\$ 105

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Evaporative Coolers			
BL 107	For each evaporative cooler other than portable type.		\$ 67	\$ 69
	Ventilation and Exhaust			
BL 108	For each ventilation fan connected to a single duct		\$ 34	\$ 36
BL 109	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by permit		\$ 34	\$ 36
BL 110	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 67	\$ 69
	Incinerators			
BL 111	For the installation or relocation of each domestic-type incinerator		\$ 67	\$ 69
BL 112	For the installation or relocation of each commercial or industrial-type incinerator.		\$ 86	\$ 90
	Miscellaneous			
BL 113	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table.		\$ 67	\$ 69
	Other Inspections and Fees			
BL 114	Inspections outside of normal business hours, per hour (2 hrs. minimum)	[4]	\$ 402	\$ 419
BL 115	Reinspection fees assessed under provisions of Section 116.6 per inspection	[4]	\$ 201	\$ 209
BL 116	Inspections for which no fee is specifically indicated, per hour (half hour minimum)	[4]	\$ 201	\$ 209
BL 117	Additional plan review required by changes, additions, or revisions to plans for which an initial review has been completed, per hour (half hour minimum)	[4]	\$ 101	\$ 105
BL 118	Registers (each)		\$ 10	\$ 11
	Plumbing Permit Fees	[8]		
	Permit Issuance			
BL 119	For issuing each permit		\$ 51	\$ 53
BL 120	For issuing each supplemental permit		\$ 16	\$ 17
BL 121	Plan Check Fee (per hour)		\$ 201	\$ 209
	Unit Fee Schedule (in addition to permit issuance above)			
BL 122	For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefor). Fee is for up to 10 units. Half hour time period covers up to the first 10	[5]	\$ 101	\$ 105
BL 123	Each additional plumbing fixture beyond 10. 10 minute time estimate covers each group of up to 5 beyond the original 10. Fee is for each additional group of up to 5 units.	[5]	\$ 34	\$ 36
BL 124	For each building sewer and each trailer park sewer		\$ 51	\$ 53

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
BL 125	Rainwater systems-per drain (inside building) Fee is for each. Half hour time period covers 5 units.	[5]	\$ 101	\$ 105
BL 126	For each water heater and/or vent		\$ 67	\$ 69
BL 127	For each gas-piping system of one to five outlets		\$ 101	\$ 105
BL 128	For each additional gas piping system outlet, per outlet		\$ 34	\$ 36
BL 129	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.		\$ 101	\$ 105
BL 130	For each installation, alteration, or repair of water piping and/or water treatment equipment. Fee is for each unit. Half hour time period covers 10 units.	[5]	\$ 101	\$ 105
BL 131	For each repair or alteration of drainage or vent piping, each fixture. 15 minute time period covers 5 units	[5]	\$ 51	\$ 53
BL 132	For each lawn sprinkler system on any one meter including backflow protection devices therefor		\$ 51	\$ 53
	For atmospheric-type vacuum breakers not included in previous item			
BL 133	1 to 5		\$ 51	\$ 53
BL 134	over 5, each		\$ 34	\$ 36
	For each backflow protective device other than atmospheric type vacuum breakers			
BL 135	2 inch (51 mm) diameter and smaller		\$ 67	\$ 69
BL 136	over 2 inch (51 mm) diameter		\$ 67	\$ 69
BL 137	For each Graywater system		\$ 101	\$ 105
BL 138	For initial installation and testing for a reclaimed water system (per hour)	[4]	\$ 202	\$ 210
BL 139	For each annual cross-connection testing of a reclaimed water system (excluding initial test)	[4]	\$ 101	\$ 105
BL 140	For each medical gas piping system serving one to five inlets/outlets for a specific gas (per hour)		\$ 101	\$ 105
BL 141	For each additional medical gas inlets/outlets		\$ 101	\$ 105
	Other inspections and fees			
BL 142	Inspections outside of normal business hours (per hour, 2 hour min)	[4]	\$ 402	\$ 419
BL 143	Reinspection Fee (per hour)		\$ 201	\$ 209
BL 144	Inspections for which no fee is specifically indicated (per hour)	[4]	\$ 201	\$ 209
BL 145	Additional plan review required by changes, additions, or revisions to approved plans (half hour minimum)	[4]	\$ 101	\$ 105
	Hourly Rate			
BL 146	Building - Hourly Rate		\$ 201	\$ 209
	Window Fees			
BL 147	Residential Window Replacement (up to 4 windows)	[10]	\$ 101	\$ 105
BL 148	Each additional window over 4	[10]	\$ 66	\$ 69

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Commercial Sign Fees			
BL 149	Commercial Signs - No Electrical (First sign)	[10]	\$ 201	\$ 209
BL 150	Each additional commercial sign no electrical	[10]	\$ 101	\$ 105
BL 151	Commercial Signs - with Electrical	[10]	\$ 454	\$ 472
BL 152	Each additional commercial sign with electrical	[10]	\$ 101	\$ 105
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application, including all applicable Citywide Overhead. A Deposit may be required in place of a flat fee, with actual costs charged against the deposit.			

[Notes]

[1]	Project valuations determined by the most recent published International Code Council (ICC) Building Valuation Table or by Contractors signed contract, at the discretion of the Building Official
[2]	No Fee
[3]	Double Penalty
[4]	Or the total hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. A minimum of two hours will be charged.
[5]	Fee is denominated per unit, but time estimate is denominated for a block of units or each fraction thereof
[7]	CA Govt Code ss 66015
[8]	Annual revenue included for cost analysis purposes only
[9]	To be charged on all Building Permits for "New Construction that add additional Square Footage"
[10]	New Fee

Police Department - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Police User Fees			
PD 1	Administration Arrest Fee		\$ 259	\$ 269
PD 2	Reports (avg. 5 pages @ \$.10 page)		\$ 1	\$ 1
PD 3	Bicycle Registration		\$ 1	\$ 1
PD 4	Log Item		\$ 1	\$ 1
PD 5	Electronic Data Request (CD/DVD Copy)			
PD 6	Copy of Existing Data File		\$ 6	\$ 6
PD 7	Copy of Non-Existing Data File		\$ 29	\$ 30
PD 70	Livestock Street Permit Fee		\$ 29	\$ 30
PD 8	Repossession Verification Fee	[13]	\$ 15	\$ 15
PD 9	30 Day Impound		\$ 256	\$ 267
PD 10	Vehicle release- municipal code/vehicle code/parking violation		\$ 159	\$ 165
PD 11	Vehicle Release - Arrest / Cite and Release		\$ 290	\$ 301
PD 12	Vehicle Release - DUI		\$ 333	\$ 347
	Subpoena Fees			
PD 13	Response to subpoena - Hourly	[2]	\$ 24	\$ 24
PD 14	Response to subpoena - Records	[2]	\$ 15	\$ 15
PD 15	Response to subpoena - Civil - (Deposit per day; actual costs)	[1]	\$ 275	\$ 275
PD 16	Alarm Permit - New		\$ 64	\$ 67
PD 17	Alarm Permit - Renewal		\$ 29	\$ 30
PD 18	Alarm Permit - Renewal - Senior Discounted Rate		\$ -	\$ -
PD 19	False Alarm Response (1st 3 free per year)	[9]	\$ -	\$ -
PD 20	False Alarm Response (>3 per year)	[9]	\$ 230	\$ 239
PD 21	False Alarm Response without a Permit	[9]	\$208 or get a permit	\$208 or get a permit
PD 22	Noise disturbance response/processing	[10]	Actual Cost	Actual Cost
PD 23	Citation Sign Off	[11]	\$ 20	\$ 20
PD 24	VIN Verification	[12]	\$ 20	\$ 20
PD 25	Handicap/Parking Violation Sign Off		\$ 15	\$ 16
PD 26	Record Check/ Clearance letter		\$ 15	\$ 16
	Massage Related Businesses Fees			
PD 27	Massage Practitioner/Owner Permit		\$ 848	\$ 882
	Special Regulatory Business Permits			
	* Background review required for some businesses, as shown below and corresponding fee; Planning may also require a Conditional Use Permit (CUP), if applicable			
	Escort Related Businesses Fees			
PD 29	Escort License - Agency	[4]	\$ 523	\$ 544
PD 30	Escort License - Agency renewal	[4]	\$ 175	\$ 182
PD 31	Escort License - Individual	[4]	\$ 523	\$ 544
PD 32	Escort License - Individual renewal	[4]	\$ 175	\$ 182

Police Department - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2022-23 Adopted Fee Level / Deposit	2024-25 Recommended Fee Level / Deposit
	Adult Related Businesses Fees			
PD 33	Adult Use - Planning Permit Fee	[4]	\$ 44	\$ 45
PD 34	Second Hand/ Pawn Shop Dealer Annual Permit		\$ 348	\$ 362
PD 35	Gun Dealer Annual Permit		\$ 348	\$ 362
	Drug/DUI/Hazmat/Other Incident Response			
PD 37	* DUI - \$12,000 Maximum per State law	[3,10]	Actual Cost	Actual Cost
	HOURLY RATES			
PD 38	Sworn		\$ 175	\$ 182
PD 39	Non-Sworn		\$ 85	\$ 88
	Peddling, Canvassing and Soliciting Permit			
PD 40	Application Fee for peddling, canvassing and soliciting		\$ 169	\$ 176
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	CA Govt. Code 68097
[2]	CA Evidence Code 1563
[3]	CA Govt. Code 53150-35159
[4]	Collected by Planning
[5]	CA Govt. Code 25845; Penal Code 326.3-326.5
[7]	Per Public Records Act (\$.10 per page)
[9]	Not included in cost analysis; placeholder for Master Fee Schedule
[10]	Actual costs recommended using Fully Burdened Hourly Rates (FBHR)
[11]	CA GC 26746.1 \$20 maximum
[12]	CA Govt Code 26746.1; CA Vehicle Code 40616; Maximum fee \$20
[13]	CA Govt Code 26751; Maximum fee \$15 (Repossession)

Recreation & Comm. Svcs - Cost Estimation for Providing Fee Related Activities & Svcs

Acct No.	Description	Notes	Recommended Fee Level
553	COMMUNITY SERVICES		30%
	Community Services - Seniors	[1]	
	Facility Rental (Comm. Center, Gym, Shelters)	[1]	
	PW - Building Maintenance	[2]	
554	DAY CAMP	[1]	85%
555	PLAYGROUND	[1]	0%
556	SPORTS		64%
	Adult Sports	[1]	
	Youth Sports	[1]	
	Facility Rental (Fields)	[1]	
557	SPECIAL CLASSES		35%
	Aquatics		
	Special Classes	[1]	
	Youth Volunteer Program	[1]	
	PW - Building Maintenance	[2]	
557	PRESCHOOL		86%
558	SPECIAL EVENTS		30%
	City Special Events	[1]	
	4th of July	[1]	
	Race on the Base	[1]	
		[3]	

[Notes]

[1]	Sourced from FY 15-16 Expense Info For User Fee Study
[2]	Sourced from Building Maint. Square Footage allocation
3]	Direct costs excludes citywide indirect costs; includes Department indirect costs and includes building maintenance costs

The energy index rose 3.3 percent over the month. The increase was mainly due to higher prices for gasoline (4.5 percent). Prices for electricity rose 2.1 percent, and prices for natural gas service advanced 0.5 percent for the same period.

ATTACHMENT 2

Energy prices advanced 3.3 percent over the year, largely due to higher prices for electricity (8.3 percent). Prices paid for gasoline advanced 1.8 percent, while prices for natural gas service decreased 4.5 percent during the past year.

All items less food and energy

The index for all items less food and energy increased 0.7 percent in March. Higher prices for apparel (3.4 percent) and shelter (0.7 percent) were partially offset by lower prices for education and communication (-0.5 percent) and medical care (-0.3 percent).

Over the year, the index for all items less food and energy rose 4.3 percent. Components contributing to the increase included shelter (5.6 percent) and medical care (3.1 percent). Partly offsetting the increases were price decreases in new and used motor vehicles (-1.2 percent) and household furnishings and operations (-0.4 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.8	3.1	0.2	0.9	1.1	7.5	1.9	5.8	1.0	2.5
February	0.3	3.4	0.4	1.0	0.3	7.4	-0.3	5.1	0.5	3.4
March	-0.7	1.9	0.5	2.2	1.5	8.5	0.1	3.7	0.7	4.0
April	-0.3	0.7	1.1	3.6	0.5	7.9	0.7	3.8		
May	0.4	0.9	0.6	3.9	0.8	8.0	0.1	3.2		
June	0.5	1.4	0.6	4.0	1.1	8.6	0.5	2.5		
July	0.6	1.9	0.6	3.9	-0.2	7.7	0.0	2.7		
August	0.1	2.0	0.2	4.0	0.1	7.6	0.7	3.3		
September	-0.3	1.2	0.3	4.6	0.5	7.8	0.3	3.2		
October	0.2	0.7	0.9	5.4	0.6	7.5	-0.1	2.4		
November	0.1	1.0	0.6	6.0	-0.8	6.0	-0.4	2.8		
December	-0.2	1.5	0.4	6.6	-0.6	4.9	0.0	3.5		

The April 2024 Consumer Price Index for the Los Angeles area is scheduled to be released on May 15, 2024.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Long Beach-Anaheim, CA metropolitan area includes Los Angeles and Orange Counties in California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted)

Item and Group	Indexes				Percent change from-		
	Historical data	Jan. 2024	Feb. 2024	Mar. 2024	Mar. 2023	Jan. 2024	Feb. 2024
Footnotes							
(1) Indexes on a December 1977=100 base.							
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.							
(3) Indexes on a December 1982=100 base.							
(4) Special index based on a substantially smaller sample.							
(5) Indexes on a December 1993=100 base.							
(6) Indexes on a December 1997=100 base.							
- Data not available							
NOTE: Index applies to a month as a whole, not to any specific date.							

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Contacts

Technical information:

(415) 625-2270

BLInfoSF@bls.gov

www.bls.gov/regions/west

Media contact:

(415) 625-2270

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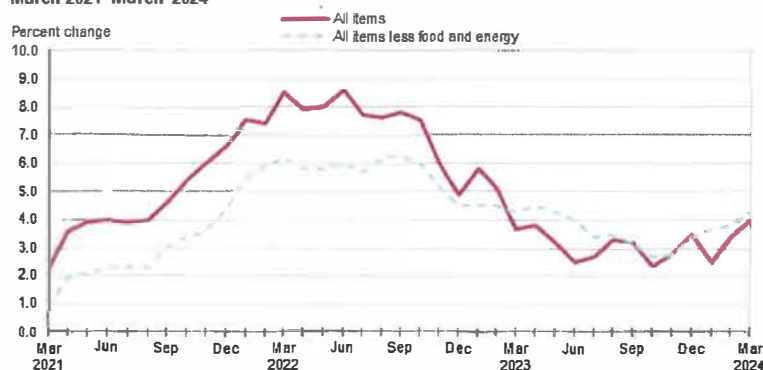
Consumer Price Index, Los Angeles area — March 2024

Area prices were up 0.7 percent over the past month, up 4.0 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.7 percent in March, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Chris Rosenlund noted that the March increase was influenced by higher prices for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 4.0 percent. (See [chart 1](#) and [table A](#).) Food prices rose 2.9 percent. Energy prices advanced 3.3 percent, largely the result of an increase in the price of electricity. The index for all items less food and energy rose 4.3 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, March 2021–March 2024



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

Food prices declined 0.2 percent for the month of March. (See [table 1](#).) Prices for food at home decreased 0.1 percent, with lower prices in three of the six grocery categories. Prices for food away from home decreased 0.3 percent for the same period.

Over the year, food prices rose 2.9 percent. Prices for food at home increased 2.4 percent since a year ago, led by higher prices for other food at home (4.6 percent) and meats, poultry, fish, and eggs (4.2 percent). Prices for food away from home increased 3.8 percent.

Energy