

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

CITY COUNCIL AGENDA
ADJOURNED REGULAR MEETING

Monday, June 24, 2024 – 5:00 PM

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

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

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

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

If you are unable to attend this meeting in person, you may submit comments on any agenda item or on any item not on the agenda by email to cityclerk@cityoflosalamitos.org with the subject line "COUNCIL PUBLIC COMMENT". Comments received by 3:00 p.m. the day of the meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting. You may also view the meeting live on local cable channel 3.

If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made.

1. CALL TO ORDER

2. ROLL CALL

Mayor 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 Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to paragraphs (2) and (3) of subdivision (d) of Government Code Section 54956.9: 1 potential case.

4. PLEDGE OF ALLEGIANCE

Mayor Nefulda will lead the Pledge of Allegiance

5. INVOCATION

Council Member Murphy will give the Invocation.

6. PRESENTATIONS

A. Welcome Home Los Alamitos Police Officer Christian Cruz and Presentation of the 2023 Mothers Against Drunk Driving (MADD) Award and the Orange County Auto Theft Advisory Commission (OC ATAC) Officer of the Year for Los Alamitos

B. Presentation of a Proclamation to Captain McGaughy, of Orange County Fire Authority, in Recognition of Drowning Prevention Awareness

C. Presentation of a Proclamation to the Parks, Recreation, & Cultural Arts Commission and Recreation & Community Services Team in Recognition of Park and Recreation Month

D. Presentation of a Certificate to Lily Habel, of Salt Me Halotherapy, in Recognition of Being Featured in the Mayor's Business Spotlight

E. Presentation by Dr. Megan Witbracht, of UCI MIND, Regarding Alzheimer's Disease Awareness

7. ORAL COMMUNICATIONS

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

8. UPDATES FROM THE MAYOR

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

9. UPDATES FROM THE CITY STAFF

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

10. WARRANTS

A. Warrants (Finance)

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

Recommendation: Ratify the Warrants from May 1, 2024, to May 31, 2024, for \$3,820,976.18.

Roll Call

Mayor Nefulda

Mayor Pro Tem Hasselbrink

Council Member Doby

Council Member Hibard

Council Member Murphy

11. CONSENT CALENDAR

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

A. Approval of Minutes (Administration)

Approve the Regular Meeting Minutes of May 20, 2024, and the Special Meeting Minutes of June 3, 2024.

B. Los Alamitos Museum Association: Proposed Schedule, Yearly Recap, and Budget (Development Services)

This Los Alamitos Museum Association's proposed schedule, yearly recap, and budget for the 2024-2025 Fiscal Year are being provided to the City Council for approval.

Recommendation:

1. Approve the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2024-2025; and,
2. Authorize the City Manager and/or his designee to approve any change to the schedule, activity plan, and budget.

C. Annual Appropriations Limit For Fiscal Year 2024-25 (Finance)

Article XIII B of the California Constitution specifies the amount of allowable revenue the City of Los Alamitos can appropriate from the proceeds of taxes.

Recommendation: Adopt Resolution No. 2024-21, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25."

- D. Annual Comprehensive Financial Report for June 30, 2023 (Finance)**
For the Council's consideration, receiving the fiscal year 2022-23 audit reports is required.

Recommendation: Receive and file the fiscal year 2022-23 audit reports.

- E. Approval of the Fiscal Year 2024-25 Project List for SB 1 Funds towards the Old Town West Street Improvement Project (Development Services)**

The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB 1) provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for funding, the City must submit a proposed project list to the California Transportation Commission along with a resolution documenting the approval of the City's amended Capital Improvement budget to include the project to receive RMRA funding. Staff recommends the use of RMRA funding for road improvements for the Old Town West Street Improvement Project FY 24-25 for an estimated \$310,410.

Recommendation:

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopt Resolution No. 2024-22, entitled, "A Resolution OF THE CITY COUNCIL Of The CITY OF LOS ALAMITOS, CALIFORNIA, Approving A List Of Projects FOR FISCAL YEAR 2024-25 Funded BY SB 1: THE ROAD REPAIR And ACCOUNTABILITY ACT OF 2017 TOWARDS THE OLD TOWN WEST STREET IMPROVEMENT PROJECT FY 24-25"

- F. Measure M2 Seven Year Capital Improvement Program 2024-25 (Development Services)**

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required in order to remain eligible to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven Year Capital Improvement Program.

Recommendation: Approve and authorize Staff to submit to the Orange County Transportation Authority the Measure M2 Seven Year Capital Improvement Program for Fiscal Years 2024/25 through 2030/31, to comply with Measure M2 eligibility criteria.

G. Award of Bid for the Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue and Coyote Creek Trail (CIP No. 23/24-06) (Development Services)

This item recommends the award of a bid to begin the installation of the Signage and Striping Improvements on Los Alamitos Boulevard between Katella Avenue and Coyote Creek Trail (CIP No. 23/24-06) for an amount not exceeding \$110,000.

Recommendation:

1. Award construction for the Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue and Coyote Creek Trail (CIP No. 23/24-06) Project to WGJ Enterprises Inc., dba PCI in the amount of \$82,148.25; and,
2. Authorize the Mayor to execute the contract with WGJ Enterprises Inc., dba PCI, for the project; and,
3. Authorize the City Engineer to add work and execute change orders in the amount not to exceed the contingency reserve of 15% or \$12,300.00

H. Award of Bid for Animal Control and Sheltering Services (RFP 2024-05) (Development Services)

This item is for the awarding of the City's Animal Control and Sheltering Services to the City of Long Beach Animal Care Services (LBACS) for a two-year contract in the annual amount of \$166,526.73.

Recommendation:

1. Award of bid for Animal Control and Sheltering Services in the amount not to exceed \$166,526.73 annually for a two-year contract to City of Long Beach Animal Care Services; and,
2. Authorize the City Manager to approve one 2-year contract with one optional 2- year extension for a possible four-year term; and,
3. Authorize the City Manager to execute the contract with City of Long Beach Animal Care Services in a form approved by the City Attorney.

I. Pine StrEATs and Revive Phase II Grant Programs (Development Services)

This item seeks Council consideration for appropriating funds to benefit the second installment of Pine strEATs and Revive Los Alamitos Phase II Grant Program. Pine strEATS will again serve as a supplementary piece of the citywide special event, Celebrate Los Al. The restaurant grant program will provide up to \$5,000 for labor, food costs, and marketing for Los Alamitos-based restaurants to provide samplings of their food to attendees.

The Revive Los Alamitos Phase II Program will provide businesses with funding for facade improvement projects. The grant will also provide eligible home-based businesses with an opportunity to make technological improvements to their online shopping experience, including enhanced marketing tools and online pay options. \$105,000 is requested for the second phase.

Recommendation:

1. Review Pine strEATs Grant Program and Revive Los Alamitos Grant Program Phase II; and,
2. Appropriate \$80,000 for the Pine strEATS Grant program; and,
3. Appropriate \$105,000 for the Revive Los Alamitos Phase II Grant Program.

J. Award of Bid for the Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02) (Development Services)

This item recommends awarding a bid to Harris Steel Fence Co., Inc. to begin the Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02) in the amount of \$86,412.00.

Recommendation:

1. Award of contract for the Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02) in the amount of \$86,412.00 to Harris Steel Fence Co., Inc.; and,
2. Authorize the Mayor to execute the contract with Harris Steel Fence Co., Inc. for the project.

K. Award of Bid for the Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03) (Development Services)

This item recommends awarding a bid to Trueline Construction & Surfacing, Inc. to begin the Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03) in the amount of \$188,338.40.

Recommendation:

1. Award of contract for the Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03) in the amount of \$188,338.40 to Trueline Construction & Surfacing, Inc.; and,
2. Authorize the Mayor to execute the contract with Trueline Construction & Surfacing, Inc. for the project.

L. Tree City USA Proclamation (Development Services)

The City continues its commitment to expanding its urban forest program through education, events, and efforts made to apply for national recognition of Tree City USA honors by completing the final steps of a Proclamation.

Recommendation:

1. Review the proclamation and Mayor to endorse it; and,
2. Authorize Staff to proceed with the completion and submittal of Tree City USA recognition.

M. Orange County Transportation Authority (OCTA) Project V Community-Based Transit/Circulators Program: Los Alamitos Circuit (Recreation)

This item seeks a resolution endorsing and authorizing Staff to file an application for the Los Alamitos Circuit. The application is to the Orange County Transportation Authority for funding under the Project V Community-Based Transit/Circulators Program. The grant funds would be used for an on-demand micro transit operation for the City of Los Alamitos. Recommendation: Adopt Resolution No. 2024-23, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE SUBMITTAL OF LOS ALAMITOS CIRCUIT APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM"

N. Part-Time Economic Development Assistant (Development Services)

The Economic Development Division is seeking to recruit a Part-Time Economic Development Assistant who will provide direct support in the expansion of economic development-related programs and initiatives.

Recommendation:

1. Adopt Resolution No. 2024-24, entitled "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A JOB DESCRIPTION FOR PART-TIME ECONOMIC DEVELOPMENT ASSISTANT"; and,
2. Approve and authorize staff to proceed with the recruitment for this position.

O. Annual Military Equipment Report (Police)

Assembly Bill 481 requires the Police Department to submit an Annual Military Equipment Report to City Council.

Recommendation: Receive and file the Annual Military Equipment Report per Assembly Bill No. 481.

12. 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.

13. ADJOURNMENT

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



Eleanor Granflor, Deputy City
Clerk Dated: June 20, 2024

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 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 funds transfers for the period from May 1, 2024, to May 31, 2024.

RECOMMENDATION

Ratify the Warrants from May 1, 2024, to May 31, 2024, for \$3,820,976.18.

BACKGROUND

The expenditures noted within the 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 \$3,820,976.18 represents checks and electronic fund transfers from May 1, 2024, to May 31, 2024.

Attachment: 1. Council Report 06.24.2024

CITY OF LOS ALAMITOS
A/P Warrants
June 24, 2024

To Ratify

Pages:

1-6	\$	486,534.72	Warrants	05/01/2024
7-20	\$	1,241,679.27	Warrants	05/15/2024
21-25	\$	1,178,241.32	Warrants	05/29/2024
26	\$	11,702.00	Medical Retirees	05/01/2024
27	\$	281,352.23	Payroll	04/12/2024
28	\$	233,451.32	Benefits & Withholdings	04/26/2024
29	\$	255,693.89	Payroll	04/12/2024
30	\$	132,321.43	Benefits & Withholdings	04/26/2024
Grand Total	\$	<u><u>3,820,976.18</u></u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from May 1, 2024 to May 31, 2024, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

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

Certified by Craig Koehler, Finance Director

Craig Koehler
this 3rd day of June, 2024

WARRANTS 05/01/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	ROTB SECURITY SVCS	GENERAL FUND	NON-DEPARTMENTAL	5,880.00
			TOTAL:	5,880.00
A S WISE INC	WAREHOUSE GATE PARTS	GENERAL FUND	BUILDING MAINTENANCE	2,424.68
	WAREHOUSE GATE KNOX SWITCH	GENERAL FUND	BUILDING MAINTENANCE	366.95
			TOTAL:	2,791.63
AGILE OCCUPATIONAL MEDICINE PC	PRE-EMPLOYMENT PHYSICAL (4)	GENERAL FUND	NON-DEPARTMENTAL	290.00
	PRE-EMPLOYMENT PHYSICAL (1)	GENERAL FUND	NON-DEPARTMENTAL	50.00
			TOTAL:	340.00
AMERICAN LEGION POST 716 LOS ALAMITOS	RENTAL HALL SENIOR PROM	GENERAL FUND	NON-DEPARTMENTAL	950.00
			TOTAL:	950.00
ANDERSON ELECTRICAL & LIGHTING SERVICE	CITY HALL 1 ELECTRICAL SVC	GENERAL FUND	BUILDING MAINTENANCE	1,527.00
			TOTAL:	1,527.00
ANGUIANO LAWN CARE INC	WEED ABATEMENT 03/24	GENERAL FUND	PARK MAINTENANCE	6,521.00
			TOTAL:	6,521.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL AT PARKS 03/24	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
ATKORE INTERNATIONAL INC	BOLLARD KEYS(15)	GENERAL FUND	COMMUNITY DEVEL ADMIN	336.31
			TOTAL:	336.31
BORDIN SEMMER, LLP	WILLIAM HOWARD VS CITY #1	SELF INSURANCE TRU	INSURANCE	1,312.00
	WILLIAM HOWARD VS CITY #2	SELF INSURANCE TRU	INSURANCE	2,551.50
			TOTAL:	3,863.50
BROCKCOM. INC	ROTB RADIOS	GENERAL FUND	NON-DEPARTMENTAL	624.40
			TOTAL:	624.40
CANON FINANCIAL SERVICES, INC.	METER & CONTRACT 03/24	GENERAL FUND	RECREATION ADMINISTRAT	509.89
			TOTAL:	509.89
CHARTER COMMUNICATIONS / SPECTRUM ENTE	FIBER INTERNET 04/24	GENERAL FUND	ADMINISTRATION	1,705.70
	YC FIBER INTERNET 04/24	GENERAL FUND	ADMINISTRATION	490.97
			TOTAL:	2,196.67
CITY OF LONG BEACH	ANIMAL CTRL SVCS Q2	GENERAL FUND	FINANCE	36,714.25
			TOTAL:	36,714.25
CITY OF WESTMINSTER	SWAT RANGE FEES 01/22-07/23	GENERAL FUND	PATROL	1,699.44
			TOTAL:	1,699.44
COLE PRO MEDIA CORP	CONTRACT SVCS 04/24	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	3,000.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
			TOTAL:	230.76
COSTAR REALTY INFORMATION, INC.	REAL ESTATE DATA 04/24	GENERAL FUND	ADMINISTRATION	795.00
			TOTAL:	795.00
DATA TICKET, INC.	MONTHLY CHARGES 02/24	GENERAL FUND	TRAFFIC	529.86

WARRANTS 05/01/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MONTHLY CHARGES 03/24	GENERAL FUND	TRAFFIC	<u>820.84</u>
			TOTAL:	1,350.70
DUTHIE ELECTRIC SERVICE CORPORATION	PD GENERATOR SVCS	GENERAL FUND	BUILDING MAINTENANCE	<u>1,712.95</u>
			TOTAL:	1,712.95
ECOFERT, INC.	FERTIGATION SVCS PARKS 03/24	GENERAL FUND	PARK MAINTENANCE	<u>630.00</u>
			TOTAL:	630.00
EQUIPMENT DEPOT CALIFORNIA INC	WAREHOUSE WIRE DECKING	GENERAL FUND	BUILDING MAINTENANCE	2,955.21
	STRADDLE STACKER	GARAGE FUND	GARAGE	<u>16,545.91</u>
			TOTAL:	19,501.12
EVENT NEWS ENTERPRISE	ORDINANCE NO 2024-01	GENERAL FUND	ADMINISTRATION	310.00
	NOTICE OF RFP 2024-01	GENERAL FUND	COMMUNITY DEVEL ADMIN	290.00
	NOTICE OF RFP 2024-01	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>290.00</u>
			TOTAL:	890.00
FORVIS LLP	FYE CITY SCO REPORT	GENERAL FUND	FINANCE	<u>1,365.00</u>
			TOTAL:	1,365.00
FRED GUY'S AUTO BODY & PAINT FACILITY	FORD F-150 BODY PAINT	GARAGE FUND	GARAGE	<u>1,658.56</u>
			TOTAL:	1,658.56
GANAHL LUMBER COMPANY	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	92.00
	STREET MAINT 04/24	GENERAL FUND	STREET MAINTENANCE	47.40
	PARK SIGNS & SHOVEL	GENERAL FUND	STREET MAINTENANCE	110.42
	CITY HALL 1 OFFICE SUPPLIE	GENERAL FUND	BUILDING MAINTENANCE	123.71
	CITY HALL 1 OFFICE SUPPLIE	GENERAL FUND	BUILDING MAINTENANCE	34.67
	PD RESTROOM LIGHTS	GENERAL FUND	BUILDING MAINTENANCE	22.48
	CITY HALL 1 OFFICE SUPPLIE	GENERAL FUND	BUILDING MAINTENANCE	28.25
	CITY HALL 1 OFFICE SUPPLIE	GENERAL FUND	BUILDING MAINTENANCE	<u>21.80</u>
			TOTAL:	480.73
GEORGE HILLS COMPANY, INC.	FLAT FEE SVCS 04/24	GENERAL FUND	ADMINISTRATION	<u>1,291.67</u>
			TOTAL:	1,291.67
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 03-04/24	GENERAL FUND	STREET MAINTENANCE	<u>628.54</u>
			TOTAL:	628.54
HARRIS & ASSOCIATES INC	LAMPSON PROJECT 03/24	GENERAL FUND	NON-DEPARTMENTAL	<u>3,737.50</u>
			TOTAL:	3,737.50
HIRSCH & ASSOCIATES, INC.	LABOURDETTE PARK 03/24	GENERAL FUND	CAPITAL PROJECTS	<u>4,453.00</u>
			TOTAL:	4,453.00
JHM SUPPLY INC	REISSUE: FACILITY MAINT 03/24	GENERAL FUND	PARK MAINTENANCE	<u>362.61</u>
			TOTAL:	362.61
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 04/08/24	GARAGE FUND	GARAGE	615.00
	PD CAR WASHES 04/28/24	GARAGE FUND	GARAGE	225.00
	PW CAR WASHES 04/28/24	GARAGE FUND	GARAGE	135.00
	REC CAR WASHES 04/28/24	GARAGE FUND	GARAGE	<u>145.00</u>
			TOTAL:	1,120.00
LIEBERT CASSIDY WHITMORE	GENERAL SVCS 03/24	GENERAL FUND	CITY ATTORNEY	560.50

WARRANTS 05/01/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LITIGATION SVCS 03/24	GENERAL FUND	CITY ATTORNEY	42.50
	GENERAL SVCS 03/24	GENERAL FUND	CITY ATTORNEY	5,057.50
	GENERAL SVCS 03/24	GENERAL FUND	CITY ATTORNEY	<u>4,760.00</u>
			TOTAL:	10,420.50
LOS ALAMITOS AREA CHAMBER OF COMMERCE	DOBY BREAKFAST 04/24	GENERAL FUND	CITY COUNCIL	30.00
	HIBARD BREAKFAST 04/24	GENERAL FUND	CITY COUNCIL	30.00
	MURPHY BREAKFAST 04/24	GENERAL FUND	CITY COUNCIL	30.00
	WILSON BREAKFAST 04/24	GENERAL FUND	ADMINISTRATION	30.00
	LIGHTNER BREAKFAST 04/24	GENERAL FUND	ADMINISTRATION	<u>30.00</u>
			TOTAL:	150.00
LOWE'S	CITY CHAMBER PLANTERS	GENERAL FUND	BUILDING MAINTENANCE	101.74
	CITY HALL 1 OFFICE BUILD	GENERAL FUND	BUILDING MAINTENANCE	185.10
	CITY HALL 1 OFFICE BUILD	GENERAL FUND	BUILDING MAINTENANCE	<u>9.23</u>
			TOTAL:	296.07
MANHATTAN STITCHING COMPANY, INC.	SUMMER DAY CAMP T-SHIRTS	GENERAL FUND	DAY CAMP	<u>2,978.21</u>
			TOTAL:	2,978.21
MISC. VENDOR	CHRIS LEVEQUE	GENERAL FUND	NON-DEPARTMENTAL	5,290.00
	PAOLA FRANCO	GENERAL FUND	NON-DEPARTMENTAL	<u>51.00</u>
			TOTAL:	5,341.00
MOBILE MODULAR MANAGEMENT CORP	TRAILER RENT 03/2024	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>369.87</u>
			TOTAL:	369.87
NEWPORT EXTERMINATING	PEST CTRL 02/24	GENERAL FUND	BUILDING MAINTENANCE	175.00
	BAIT STATION REFILL (20)	GENERAL FUND	BUILDING MAINTENANCE	<u>60.00</u>
			TOTAL:	235.00
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-1 VEHICLE SVCS 04/24	GARAGE FUND	GARAGE	<u>399.40</u>
			TOTAL:	399.40
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC COTTONWOOD 04/24	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	580.00
POWERTRIP RENTALS, LLC	ROTB EQUIPMENT RENTAL	GENERAL FUND	NON-DEPARTMENTAL	<u>2,017.69</u>
			TOTAL:	2,017.69
PRECISION CONCRETE CUTTING	CIP 22/23-08 CONCRETE PRO	GENERAL FUND	STREET MAINTENANCE	178,549.16
	CIP 22/23-08 SIDEWALK PRO	GENERAL FUND	STREET MAINTENANCE	<u>3,218.36</u>
			TOTAL:	181,767.52
PRINTMASTERS	PRESCHOOL BANNER	GENERAL FUND	SPECIAL CLASSES	<u>163.88</u>
			TOTAL:	163.88
RCA INVESTMENTS INC	MOTOR BIKE - POLICE	GARAGE FUND	GARAGE	<u>34,938.06</u>
			TOTAL:	34,938.06
ROGERS, ANDERSON, MALODY & SCOTT, LLP	FY 22/23 AUDIT SVCS	GENERAL FUND	FINANCE	3,520.00
	FY 22/23 AUDIT SVCS	GENERAL FUND	FINANCE	<u>10,000.00</u>
			TOTAL:	13,520.00
SDI PRESENCE LLC	IT CONTRACT 03/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	CLOUD BACK UP 03/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,180.00

WARRANTS 05/01/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SENTINEL ONE CTRL 03/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	394.94
	IT SUPPORT SVCS 03/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>4,797.50</u>
			TOTAL:	12,243.44
SIR SPEEDY PRINTING, SIGNS, MARKETING	ADMIN DEPT BUSINESS CARDS	GENERAL FUND	ADMINISTRATION	<u>92.86</u>
			TOTAL:	92.86
SITEONE LANDSCAPE SUPPLY	LANDSCAPE MAINT 04/24	GENERAL FUND	PARK MAINTENANCE	<u>8.66</u>
			TOTAL:	8.66
SOCAL AUTO & TRUCK PARTS INC.	FIELD TRACTOR BATTERY	GARAGE FUND	GARAGE	<u>70.25</u>
			TOTAL:	70.25
SOUTHERN CALIFORNIA EDISON	CIP 23/24-01 PROJECT	GENERAL FUND	CAPITAL PROJECTS	<u>939.79</u>
			TOTAL:	939.79
SOUTHERN CALIFORNIA GAS	SOCAL GAS 03/24-04/24	GENERAL FUND	BUILDING MAINTENANCE	<u>224.69</u>
			TOTAL:	224.69
SPARKLETT'S DRINKING WATER	DRINKING WATER 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>268.98</u>
			TOTAL:	268.98
ST. OF CALIFORNIA DEPT. OF JUSTICE	LIVESCANS (7) 03/24	GENERAL FUND	NON-DEPARTMENTAL	224.00
	FINGERPRINTS (11) 03/24	GENERAL FUND	NON-DEPARTMENTAL	<u>335.00</u>
			TOTAL:	559.00
STANFORD SOUND AND STAGE	SUMMER CONCERT RENTAL	GENERAL FUND	SPECIAL EVENTS	1,750.00
	SUMMER CONCERT RENTAL	GENERAL FUND	SPECIAL EVENTS	<u>1,750.00</u>
			TOTAL:	3,500.00
TANYA DOBY	TANYA DOBY:TRAVEL REIMBURS	GENERAL FUND	CITY COUNCIL	<u>508.45</u>
			TOTAL:	508.45
TAYLOR ENTERTAINMENT INC.	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>95.00</u>
			TOTAL:	95.00
THE CONVERSE PROFESSIONAL GROUP	PROFESSIONAL SVCS 11-12/23	GENERAL FUND	BUILDING MAINTENANCE	<u>981.11</u>
			TOTAL:	981.11
THOMSON REUTERS - WEST	ONLINE SOFTWARE 03/24	GENERAL FUND	INVESTIGATION	<u>375.42</u>
			TOTAL:	375.42
TRACY MILLER CONSULTING, INC.	COMM. CONSULT SVCS 03/24	GENERAL FUND	ADMINISTRATION	<u>5,500.00</u>
			TOTAL:	5,500.00
UNITED STATES POSTMASTER	POSTAGE FOR SUMMER GUIDE	GENERAL FUND	RECREATION ADMINISTRAT	<u>2,029.09</u>
			TOTAL:	2,029.09
VESTIS GROUP INC	PW UNIFORMS 04/24	GENERAL FUND	STREET MAINTENANCE	<u>73.62</u>
			TOTAL:	73.62
WEBSTER'S REMOVAL SERVICES	CITY HALL BEE REMOVAL	GENERAL FUND	BUILDING MAINTENANCE	<u>385.00</u>
			TOTAL:	385.00
WEST COAST ARBORISTS, INC.	PD TREE & STUMP REMOVAL	GENERAL FUND	PARK MAINTENANCE	<u>4,100.00</u>
			TOTAL:	4,100.00

WARRANTS 05/01/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WILLDAN ENGINEERING	CITY ENGINEER 02/24	GENERAL FUND	CITY ENGINEER	11,260.00
	PLAN CHECKING 02/24	GENERAL FUND	CITY ENGINEER	10,092.25
	INTERIM PW MGR 02/24	GENERAL FUND	CITY ENGINEER	17,362.50
	TRAFFIC ENGINEER 02/24	GENERAL FUND	CITY ENGINEER	4,669.50
	PLAN CHECKING 02/24	GENERAL FUND	CITY ENGINEER	1,034.00
	COMM CTR ROOF PROJ 02/24	GENERAL FUND	CAPITAL PROJECTS	1,280.00
	LATV BUILDING 02/24	GENERAL FUND	CAPITAL PROJECTS	1,280.00
	COMM CTR ROOF PROJ 02/24	GENERAL FUND	CAPITAL PROJECTS	9,356.50
	SIGNALS & BULBS SVCS 02/24	GENERAL FUND	CAPITAL PROJECTS	4,233.00
	22/23 STREET IMPROVEMENTS	GENERAL FUND	CAPITAL PROJECTS	334.00
	BLOOMFIELD PMRF 02/24	GAS TAX	CAPITAL PROJECTS	1,504.00
	EMERGENCY GENERATOR 02/24	FACILITY CAPITAL E	CAPITAL PROJECTS	640.00
	EMERGENCY GENERATOR 02/24	FACILITY CAPITAL E	CAPITAL PROJECTS	<u>1,656.00</u>
			TOTAL:	64,701.75
WILLDAN FINANCIAL SERVICES	COST RECOVERY 03/24	GENERAL FUND	ADMINISTRATION	<u>1,105.00</u>
			TOTAL:	1,105.00
WOODRUFF & SMART, APC	PROSECUTOR SVCS 03/24	GENERAL FUND	CITY ATTORNEY	3,770.00
	GENERAL SVCS 03/24	GENERAL FUND	CITY ATTORNEY	20,176.88
	LITIGATION SVCS 03/24	GENERAL FUND	CITY ATTORNEY	<u>3,996.30</u>
			TOTAL:	27,943.18

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

10	GENERAL FUND	411,664.84
20	GAS TAX	1,504.00
50	GARAGE FUND	54,732.18
52	FACILITY CAPITAL EXPENSES	2,296.00
53	TECHNOLOGY REPLACEMENT	12,243.44
54	SELF INSURANCE TRUST	3,863.50
99	POOL CLEARING FUND	230.76

GRAND TOTAL: 486,534.72

WARRANTS 05/15/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	NEIGHBORHOOD CLEANUP STAFF	GENERAL FUND	NEIGHBORHOOD PRESERVAT	<u>1,675.00</u>
			TOTAL:	1,675.00
ADAMSON POLICE PRODUCTS	DODGE DURANGO OUTFIT	GARAGE FUND	GARAGE	<u>11,191.89</u>
			TOTAL:	11,191.89
ADMINSURE	WORKERS COMP CLAIM 03/24	SELF INSURANCE TRU	INSURANCE	<u>411.94</u>
			TOTAL:	411.94
AGILE OCCUPATIONAL MEDICINE PC	PRE-EMPLOYMENT PHYSICAL (2)	GENERAL FUND	NON-DEPARTMENTAL	470.00
	PRE-EMPLOYMENT PHYSICAL (3)	GENERAL FUND	NON-DEPARTMENTAL	90.00
	PRE-EMPLOYMENT PHYSICAL (1)	GENERAL FUND	NON-DEPARTMENTAL	20.00
	PRE-EMPLOYMENT PHYSICAL (5)	GENERAL FUND	NON-DEPARTMENTAL	<u>460.00</u>
			TOTAL:	1,040.00
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 03/31-04/13	GENERAL FUND	TRAFFIC	3,653.29
	CROSSING GUARDS 04/14-27/24	GENERAL FUND	TRAFFIC	<u>7,377.96</u>
			TOTAL:	11,031.25
AMERICAN LEGION POST 716 LOS ALAMITOS	RENTAL HALL 05/24	GENERAL FUND	NON-DEPARTMENTAL	950.00
	RENTAL HALL 05/24	GENERAL FUND	NON-DEPARTMENTAL	<u>1,306.00</u>
			TOTAL:	2,256.00
ANDERSON ELECTRICAL & LIGHTING SERVICE	ELECTRICAL REPAIR COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	150.00
	ELECRTICAL REROUTE LATV B	GENERAL FUND	BUILDING MAINTENANCE	<u>6,470.00</u>
			TOTAL:	6,620.00
BARBARA BANNERMAN	YOGA DROP IN 04/09/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA DROP IN 04/23/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA DROP IN 04/27/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA DROP IN 04/30/24	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	39.00
BASE HILL INC	JANITORIAL SVCS 04/24	GENERAL FUND	BUILDING MAINTENANCE	<u>5,809.99</u>
			TOTAL:	5,809.99
BRYCE HAINES	CPR & AED TRAINING	GENERAL FUND	SPECIAL CLASSES	113.75
	CPR & AED TRAINING	GENERAL FUND	SPECIAL CLASSES	<u>52.00</u>
			TOTAL:	165.75
CALIFORNIA BUILDING STANDARDS COMMISSI	CBSC GREEN FEES Q2-4 2022	GENERAL FUND	NON-DEPARTMENTAL	457.00
	BLDG PERMITS Q2-4 2022	GENERAL FUND	NON-DEPARTMENTAL	45.70-
	CBSC GREEN FEES Q1-4 2023	GENERAL FUND	NON-DEPARTMENTAL	453.00
	BLDG PERMITS Q1-4 2023	GENERAL FUND	NON-DEPARTMENTAL	45.30-
	CBSC GREEN FEES Q1 2024	GENERAL FUND	NON-DEPARTMENTAL	119.00
	BLDG PERMITS Q1 2024	GENERAL FUND	NON-DEPARTMENTAL	<u>11.90-</u>
			TOTAL:	926.10
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS (2) 04/24	GENERAL FUND	PATROL	<u>294.00</u>
			TOTAL:	294.00
CALIFORNIA POLICE CHIEFS ASSOCIATION	2024-2025 CPCA MEMBERSHIP	GENERAL FUND	POLICE ADMINISTRATION	<u>155.00</u>
			TOTAL:	155.00
CALIRICA LLC	CONSULTING SVCS 04/24	GENERAL FUND	ADMINISTRATION	<u>2,000.00</u>
			TOTAL:	2,000.00

WARRANTS 05/15/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CARRI FOX	LINE DANCE 04/10/24	GENERAL FUND	SPECIAL CLASSES	37.80
	LINE DANCE 04/24/24	GENERAL FUND	SPECIAL CLASSES	33.60
	LINE DANCE 04/30/24	GENERAL FUND	SPECIAL CLASSES	<u>33.60</u>
			TOTAL:	105.00
CHARLES ABBOTT ASSOCIATES, INC.	CONTRACT PLANNER 03/24	GENERAL FUND	PLANNING	7,612.50
	BLDG PERMITS 03/24	GENERAL FUND	BUILDING INSPECTION	<u>19,499.54</u>
			TOTAL:	27,112.04
CHARTER COMMUNICATIONS / SPECTRUM ENTE	YC FIBER INTERNET 04/24	GENERAL FUND	ADMINISTRATION	<u>1,522.23</u>
			TOTAL:	1,522.23
CHERYL J. SCHNITZER	LINE DANCE 04/08/24	GENERAL FUND	SPECIAL CLASSES	107.25
	LINE DANCE 04/15/24	GENERAL FUND	SPECIAL CLASSES	39.00
	LINE DANCE 04/22/24	GENERAL FUND	SPECIAL CLASSES	<u>68.25</u>
			TOTAL:	214.50
CHRISTOPHER MATHIEU	ROTB ANNOUNCER	GENERAL FUND	NON-DEPARTMENTAL	<u>650.00</u>
			TOTAL:	650.00
CITY OF LONG BEACH	ANIMAL CTRL SVCS Q3	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
CONTAINER ALLIANCE COMPANY	PD STORAGE CONTAINERS	GENERAL FUND	CAPITAL PROJECTS	<u>9,357.66</u>
			TOTAL:	9,357.66
COUNTY OF ORANGE TREASURER-TAX	TECH DIVISION MONTHLY 01/24	GENERAL FUND	POLICE ADMINISTRATION	160.92
	OCATS CIRCUIT & SUPPORT 04/24	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OCSD TECH DIVISION QTR2	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>6,364.00</u>
			TOTAL:	7,798.25
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTATIVE MAINT 04/24	GENERAL FUND	STREET MAINTENANCE	<u>1,228.50</u>
			TOTAL:	1,228.50
DANIELS TIRE SERVICE	PC-1 TIRE REPLACEMENT	GARAGE FUND	GARAGE	<u>314.53</u>
			TOTAL:	314.53
DBL MEDIA INC	PARKLET CONCERT BAND	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>1,125.00</u>
			TOTAL:	1,125.00
ENTERPRISE FM TRUST	VEHICLE LEASES 05/24	GARAGE FUND	GARAGE	<u>11,390.18</u>
			TOTAL:	11,390.18
EVENT NEWS ENTERPRISE	FLYER FOR CLEAN UP DAY	GENERAL FUND	COMMUNITY DEVEL ADMIN	420.19
	PUBLIC NOTICE NOISE HOURS	GENERAL FUND	PLANNING	400.00
	PUBLIC NOTICE CUP 24-01	GENERAL FUND	PLANNING	240.00
	PUBLIC NOTICE NOISE ORD 04	GENERAL FUND	PLANNING	<u>246.00</u>
			TOTAL:	1,306.19
GALLS LLC	POLICE AIDE UNIFORMS: MCLE	GENERAL FUND	RECORDS	309.74
	POLICE AIDE UNIFORMS: MCLE	GENERAL FUND	RECORDS	57.17
	POLICE AIDE RAINCOATS	GENERAL FUND	TRAFFIC	234.91
	POLICE AIDE UNIFORMS: WOGU	GENERAL FUND	TRAFFIC	<u>11.01</u>

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POLICE AIDE BPV: WOGU	GENERAL FUND	TRAFFIC	867.62
	VIP UNIFORMS: CHARLAND	GENERAL FUND	EMERGENCY PREPAREDNESS	27.78
	VIP RAINCOATS	GENERAL FUND	EMERGENCY PREPAREDNESS	<u>234.90</u>
			TOTAL:	1,743.13
GANAHL LUMBER COMPANY	GRAFFITI REMOVAL COLLEGE PARK	GENERAL FUND	STREET MAINTENANCE	214.96
	BOLLARDS	GENERAL FUND	STREET MAINTENANCE	16.16
	WALL PAINT KAYLOR/BALL	GENERAL FUND	STREET MAINTENANCE	28.89
	PD BOLLARD REPAIRS	GENERAL FUND	STREET MAINTENANCE	17.99
	CREDIT FOR SUPPLIES	GENERAL FUND	STREET MAINTENANCE	11.28
	IRRIGATION REPAIR COTTONWO	GENERAL FUND	PARK MAINTENANCE	434.75
	ALL DOOR COVER	GENERAL FUND	BUILDING MAINTENANCE	11.54
	CITY HALL I BLDG REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	309.53
	PD WOMEN RR LIGHTBULB	GENERAL FUND	BUILDING MAINTENANCE	91.70
	PD RR & BOLLARDS	GENERAL FUND	BUILDING MAINTENANCE	64.73
	CITY HALL 1 NEW OFFICE ARE	GENERAL FUND	BUILDING MAINTENANCE	252.88
	CITY HALL I PAINT	GENERAL FUND	BUILDING MAINTENANCE	53.14
	CHIEF TAHOE BATTERY KEY	GARAGE FUND	GARAGE	<u>16.37</u>
			TOTAL:	1,501.36
GARAGE PILATES	PILATES CLASS ELEVATE WOMEN	GENERAL FUND	NON-DEPARTMENTAL	<u>150.00</u>
			TOTAL:	150.00
GEORGE HILLS COMPANY, INC.	CONTRACT FLAT FEE 05/24	GENERAL FUND	ADMINISTRATION	<u>1,291.67</u>
			TOTAL:	1,291.67
GM FINANCIAL	CM'S VEHICLE PAYMENT 3	GARAGE FUND	GARAGE	1,858.68
	CHIEF'S VEHICLE PAYMENT 22	GARAGE FUND	GARAGE	<u>1,159.21</u>
			TOTAL:	3,017.89
GMT	CITY HALL I ELECTRIC SVCS	GENERAL FUND	BUILDING MAINTENANCE	<u>1,155.00</u>
			TOTAL:	1,155.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 04/24	GENERAL FUND	STREET MAINTENANCE	5,470.59
	GOLDEN STATE WATER 04/24	GENERAL FUND	PARK MAINTENANCE	4,803.84
	GOLDEN STATE WATER 04/24	GENERAL FUND	BUILDING MAINTENANCE	<u>1,137.72</u>
			TOTAL:	11,412.15
HARDY & HARPER	CIP #22/23-06 5% RETENTION	GENERAL FUND	NON-DEPARTMENTAL	10,182.73
	ASPHALT REPAIR MILITARY B	GENERAL FUND	STREET MAINTENANCE	43,727.00
	RESTRIPING - MILITARY BASE	GENERAL FUND	STREET MAINTENANCE	2,350.00
	CIP #22/23-06 ST IMPROVEMEN	GAS TAX	CAPITAL PROJECTS	<u>203,654.64</u>
			TOTAL:	239,548.91
HDL COREN & CONE	PROPERTY TAX SVCS 04-06/24	GENERAL FUND	FINANCE	<u>1,582.96</u>
			TOTAL:	1,582.96
HI-WAY SAFETY, INC.	REC JEEP SAFETY LIGHTS	GARAGE FUND	GARAGE	<u>883.26</u>
			TOTAL:	883.26
HEMLOCK EDGE BASKETBALL LLC	HCE DROP IN 04/09/24	GENERAL FUND	SPORTS	80.00
	HCE DROP IN 04/14/24	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 04/16/24	GENERAL FUND	SPORTS	48.00
	HCE DROP IN 04/21/24	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 04/18/24	GENERAL FUND	SPORTS	64.00
	HCE DROP IN 04/23/24	GENERAL FUND	SPORTS	80.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	HCE DROP IN 04/29/24	GENERAL FUND	SPORTS	48.00
	HCE DROP IN 04/25/24	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 04/30/24	GENERAL FUND	SPORTS	<u>64.00</u>
			TOTAL:	448.00
IBE DIGITAL	PLOTTER PAPER AND INK	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>1,243.27</u>
			TOTAL:	1,243.27
IEEE	WAREHOUSE RENT 05/24	GENERAL FUND	NON-DEPARTMENTAL	<u>12,000.00</u>
			TOTAL:	12,000.00
INTERCARE HOLDING INSURANCE SERVICES	ADMIN CLAIM FEES 02/24	GENERAL FUND	ADMINISTRATION	<u>1,181.95</u>
			TOTAL:	1,181.95
JHM SUPPLY INC	IRRIGATION COYOTE CREEK	GENERAL FUND	PARK MAINTENANCE	1,482.90
	REPAIR KIT BACKFLOW LOS AL	GENERAL FUND	PARK MAINTENANCE	<u>110.95</u>
			TOTAL:	1,593.85
KALYNNE SCHOELEN	PARKLET SERIES BAND 05/23/24	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>2,700.00</u>
			TOTAL:	2,700.00
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	PD COPIER MAINT 04/24	GENERAL FUND	POLICE ADMINISTRATION	<u>249.99</u>
			TOTAL:	249.99
KYA SERVICES LLC	CIP# 23/24-01 ROOF PROJEC	GENERAL FUND	NON-DEPARTMENTAL	4,443.11-
	CIP #23/24-01 ROOF PROJEC	GENERAL FUND	NON-DEPARTMENTAL	18,070.01-
	CIP#23/24-01 ROOF PROJECT	GENERAL FUND	CAPITAL PROJECTS	88,862.21
	CIP#23/24-01 ROOF PROJECT	GENERAL FUND	CAPITAL PROJECTS	<u>361,400.23</u>
			TOTAL:	427,749.32
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 04/22/24	GARAGE FUND	GARAGE	735.00
	PD CAR WASHES 04/29/24	GARAGE FUND	GARAGE	180.00
	PW CAR WASHES 04/29/24	GARAGE FUND	GARAGE	180.00
	REC CAR WASHES 04/29/24	GARAGE FUND	GARAGE	190.00
	PD CAR WASHES 05/06/24	GARAGE FUND	GARAGE	<u>645.00</u>
			TOTAL:	1,930.00
LANCE JACKSON	REISSUE: SENIOR PROM BAND	GENERAL FUND	NON-DEPARTMENTAL	<u>1,500.00</u>
			TOTAL:	1,500.00
LOS ALAMITOS AREA CHAMBER OF COMMERCE	HIBARD BREAKFAST 05/24	GENERAL FUND	CITY COUNCIL	30.00
	MURPHY BREAKFAST 05/24	GENERAL FUND	CITY COUNCIL	30.00
	BOOTHE BREAKFAST 05/24	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>30.00</u>
			TOTAL:	90.00
LOS ALAMITOS LOCK SERVICE	PW GARAGE DOOR LOCK REPLAC	GENERAL FUND	BUILDING MAINTENANCE	966.21
	EXTRA KEYS	GENERAL FUND	BUILDING MAINTENANCE	136.56
	PD DOOR STRIKE REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	<u>975.86</u>
			TOTAL:	2,078.63
LOS ALAMITOS MUSEUM ASSOCIATION INC	REIMBURSEMENT FOR INSURANC	GENERAL FUND	ADMINISTRATION	<u>1,542.00</u>
			TOTAL:	1,542.00
LOS ALTOS TROPHY	HASSELBRINK NAME BADGE	GENERAL FUND	CITY COUNCIL	11.88
	LIGHTNER BADGE & PLATE	GENERAL FUND	ADMINISTRATION	29.75
	COMM DEV NAME BADGES	GENERAL FUND	COMMUNITY DEVEL ADMIN	47.52

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	89.15
M&C CONSTRUCTION GROUP INC	WAREHOUSE DOOR MODIFICATIO	GENERAL FUND	BUILDING MAINTENANCE	<u>2,000.00</u>
			TOTAL:	2,000.00
M&N COASTLINE AUTO & TIRE SERVICE	PD 48-6 NEW RACK INSTALLAT	GARAGE FUND	GARAGE	<u>5,218.97</u>
			TOTAL:	5,218.97
MANHATTAN STITCHING COMPANY, INC.	EMBROIDERY JACKETS (24)	GENERAL FUND	ADMINISTRATION	<u>672.36</u>
			TOTAL:	672.36
MARY ANN REMNET	BOOMERS TO ZOOMERS 04/15/24	GENERAL FUND	SPECIAL CLASSES	9.75
	BOOMERS TO ZOOMERS 04/22/24	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	19.50
MISC. VENDOR CHRISTOPHER LEVEQUE	CHRISTOPHER LEVEQUE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	630.00
LISSETTE SANCHEZ	LISSETTE SANCHEZ:BASIC COURSE	GENERAL FUND	PATROL	<u>2,226.50</u>
			TOTAL:	2,856.50
MOTOROLA SOLUTIONS, INC.	MOTORCYCLE SHIELD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>25.66</u>
			TOTAL:	25.66
NEWPORT EXTERMINATING	COMM CTR RODENT CTRL 02/24	GENERAL FUND	BUILDING MAINTENANCE	60.00
	CITY HALL PEST CTRL 03/24	GENERAL FUND	BUILDING MAINTENANCE	175.00
	CITY HALL RODENT CTRL 03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>60.00</u>
			TOTAL:	295.00
NORM'S AUTOMOTIVE CENTER, INC.	PD JEEP CHEROKEE SVCS 04/18/24	GARAGE FUND	GARAGE	<u>302.94</u>
			TOTAL:	302.94
ORANGE COUNTY JUMPERS LLC	OBSTACLE COURSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,332.00
	DINO TODDLER UNIT	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,276.00
	ROCK WALL/SLIDE	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,716.00
	GENERATOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,440.00
	NON-RESIDENT FEE	GENERAL FUND	COMMUNITY DEVEL ADMIN	236.00
	SUMMER CONCERT RENTALS 06/13	GENERAL FUND	SPECIAL EVENTS	825.00
	SUMMER CONCERT RENTALS 06/20	GENERAL FUND	SPECIAL EVENTS	825.00
	SUMMER CONCERT RENTALS 06/27	GENERAL FUND	SPECIAL EVENTS	825.00
	SUMMER CONCERT RENTALS 07/11	GENERAL FUND	SPECIAL EVENTS	<u>825.00</u>
			TOTAL:	9,300.00

WARRANTS 05/15/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES 04/24	GENERAL FUND	NON-DEPARTMENTAL	3,264.15
	BLDG PERMITS 04/24	GENERAL FUND	NON-DEPARTMENTAL	<u>163.21</u>
			TOTAL:	3,100.94
OUR LOS AL	CC MTGS 07/23-12/23	GENERAL FUND	CITY COUNCIL	1,320.00
	MGMT SVCS 02/24	LOS ALAMITOS TV	LOS ALAMITOS TV	2,083.33
	PLANNING MTGS 07/23-12/23	LOS ALAMITOS TV	LOS ALAMITOS TV	900.00
	MGMT SVCS 03/24	LOS ALAMITOS TV	LOS ALAMITOS TV	2,083.33
	MGMT SVCS 04/24	LOS ALAMITOS TV	LOS ALAMITOS TV	2,083.33
	MGMT SVCS 05/24	LOS ALAMITOS TV	LOS ALAMITOS TV	<u>2,083.33</u>
			TOTAL:	10,553.32
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK PARK 04/11	GENERAL FUND	PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK PARK 04/22	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	1,160.00
PRINTMASTERS	3RD OF JULY BANNERS	GENERAL FUND	NON-DEPARTMENTAL	<u>305.90</u>
			TOTAL:	305.90
PRO FURNITURE INSTALLS	CITY HALL 1 DESK	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>2,117.27</u>
			TOTAL:	2,117.27
PTS COMMUNICATIONS	PAYPHONE SVCS 05/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>43.00</u>
			TOTAL:	43.00
PUBLIC AGENCY RETIREMENT SERVICES AND	PAYMENT 5 PARS TRUST	GENERAL FUND	NON-DEPARTMENTAL	<u>50,000.00</u>
			TOTAL:	50,000.00
RED WING BUSINESS ADVANTAGE ACCT	PW WORK BOOTS	GENERAL FUND	STREET MAINTENANCE	<u>248.81</u>
			TOTAL:	248.81
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS 04/24	GENERAL FUND	TRAFFIC	<u>10,887.54</u>
			TOTAL:	10,887.54
REPLICA GRAPHICS	GMLA SIGN PHOTO STATION	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>54.63</u>
			TOTAL:	54.63
RHINO LININGS OF SIGNAL HILL	'24 FORD MAV RHINO LINING	GARAGE FUND	GARAGE	<u>550.00</u>
			TOTAL:	550.00
RICH MURRIETTA FIRE PROTECTION	BACK FLOW REPAIR AIR BASE	GENERAL FUND	BUILDING MAINTENANCE	<u>750.00</u>
			TOTAL:	750.00
SCA OF CA LLC	STREET SWEEPING 04/24	GENERAL FUND	STREET MAINTENANCE	<u>9,463.99</u>
			TOTAL:	9,463.99
SELLMARK CORPORATION	ARSENAL SUPPLIES	GENERAL FUND	PATROL	<u>3,146.40</u>
			TOTAL:	3,146.40
SIR SPEEDY PRINTING, SIGNS, MARKETING	ARBOR DAY BANNERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	142.03
	MY LOS AL APP 5X5	GENERAL FUND	COMMUNITY DEVEL ADMIN	70.95
	ARBOR DAY FLYERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	55.46
	PARKLET SERIES NOTICE	GENERAL FUND	COMMUNITY DEVEL ADMIN	229.36
	SPRING CARNIVAL MATERIALS	GENERAL FUND	COMMUNITY DEVEL ADMIN	104.88
	LAMPSON PUBLIC HEARING NOT	GENERAL FUND	PLANNING	2,518.56
	REVIVE MAILER	GENERAL FUND	ECONOMIC DEVELOPMENT	0.27

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DOOR HANGERS FOR EVENTS	GENERAL FUND	ECONOMIC DEVELOPMENT	535.00
	POLE BANNERS FOR STREETS	GENERAL FUND	ECONOMIC DEVELOPMENT	2,185.00
	REVIVE LOS AL BANNER	GENERAL FUND	ECONOMIC DEVELOPMENT	26.22
	GMLA SUGAR BEET NEWSLETTER	GENERAL FUND	ECONOMIC DEVELOPMENT	81.92
	NEIGHBORHOOD CLEAN UP SIGN	GENERAL FUND	ECONOMIC DEVELOPMENT	117.99
	ARBOR DAY PARKING SIGNS	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>417.88</u>
			TOTAL:	6,485.52
SITEONE LANDSCAPE SUPPLY	CONCRETE BOLLARDS	GENERAL FUND	STREET MAINTENANCE	45.87
	REISSUE:GOPHER CTRL & PRUN	GENERAL FUND	STREET MAINTENANCE	57.76
	IRRIGATION & SPRINKLER REP	GENERAL FUND	PARK MAINTENANCE	672.54
	REISSUE:GOPHER CTRL & PRUN	GENERAL FUND	PARK MAINTENANCE	145.78
	9/11 MEMORIAL BRICKS	GENERAL FUND	BUILDING MAINTENANCE	<u>826.52</u>
			TOTAL:	1,748.47
SO CAL INDUSTRIES	ROTB FENCING 2024	GENERAL FUND	NON-DEPARTMENTAL	<u>2,712.07</u>
			TOTAL:	2,712.07
SOCAL AUTO & TRUCK PARTS INC.	FUEL CAP ARROWBOARD 2	GARAGE FUND	GARAGE	<u>12.78</u>
			TOTAL:	12.78
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS 04/24	GENERAL FUND	STREET MAINTENANCE	18,732.25
	PARKS LIGHTS 04/24	GENERAL FUND	PARK MAINTENANCE	314.83
	MCAULIFFE PARK LIGHTS 04/24	GENERAL FUND	PARK MAINTENANCE	288.15
	SPRINKLERS 04/24	GENERAL FUND	PARK MAINTENANCE	48.35
	PUMP STATIONS 04/24	GENERAL FUND	BUILDING MAINTENANCE	458.60
	CITY HALL LIGHTS 04/24	GENERAL FUND	BUILDING MAINTENANCE	1,846.70
	POLICE STATION LIGHTS 04/24	GENERAL FUND	BUILDING MAINTENANCE	<u>5,343.10</u>
			TOTAL:	27,031.98
ST. NICK'S	WINTER WONDERLAND DECOR 12/23	GENERAL FUND	NON-DEPARTMENTAL	10,722.35
	WINTER WONDERLAND DECOR 12/23	GENERAL FUND	NON-DEPARTMENTAL	39,266.25
	EXTRA SPRING BANNERS (6)	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,200.00
	EXTRA SPRING BANNERS (6)	GENERAL FUND	STREET MAINTENANCE	1,200.00
	SPRING CUSTOM BANNER (139)	GENERAL FUND	STREET MAINTENANCE	26,415.62
	POLE BRACKET SPRING BANNERS	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>14,861.04</u>
			TOTAL:	93,665.26
SUPERIOR PAVEMENT MARKINGS, INC.	YELLOW PAINTED CROSSHATCH	GENERAL FUND	STREET MAINTENANCE	1,750.00
	STRIPING KATELLA/SIBONEY	GENERAL FUND	STREET MAINTENANCE	<u>7,355.00</u>
			TOTAL:	9,105.00
THE CONVERSE PROFESSIONAL GROUP	ASBESTOS SURVEY SVCS 02-03/24	GENERAL FUND	BUILDING MAINTENANCE	<u>1,373.20</u>
			TOTAL:	1,373.20
THE COUNSELING TEAM INTERNATIONAL	EMPLOYEE SUPPORT SVCS 05/24	GENERAL FUND	POLICE ADMINISTRATION	<u>1,100.00</u>
			TOTAL:	1,100.00
THE TRIP	PARKLET SERIES BAND 05/16	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>3,600.00</u>
			TOTAL:	3,600.00
THOMAS LASSER	ROTB EMCEE	GENERAL FUND	NON-DEPARTMENTAL	<u>150.00</u>
			TOTAL:	150.00
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SERVICES 05/24	GENERAL FUND	ADMINISTRATION	4,000.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	4,000.00
TRACY MILLER CONSULTING, INC.	COMM CONSULT SVCS 04/24	GENERAL FUND	ADMINISTRATION	5,500.00
			TOTAL:	5,500.00
TRUTH BE TOLD POLYGRAPH, LLC	PRE-EMPLOYMENT POLYGRAPH	GENERAL FUND	NON-DEPARTMENTAL	250.00
			TOTAL:	250.00
U.S. BANK	ROTB POST RACE FOOD	GENERAL FUND	NON-DEPARTMENTAL	878.56
	ROTB POST RACE EVENT SUPPL	GENERAL FUND	NON-DEPARTMENTAL	839.89
	ROTB DECOR SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	54.22
	TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	607.24
	TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	10.31
	TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	164.00
	SUPPLIES FOR EVENTS	GENERAL FUND	NON-DEPARTMENTAL	64.24
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	33.92
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	15.99
	SENIOR PROM	GENERAL FUND	NON-DEPARTMENTAL	250.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	83.81
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	17.97
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	229.48
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	11.98
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	6.09
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	50.84
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	31.93
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	54.55
	SENIOR PROM DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	500.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	82.53
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	18.06
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	5.18
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	42.71
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	210.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	112.91
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	99.22
	ADAPTIVE MEETUP 03/24	GENERAL FUND	NON-DEPARTMENTAL	14.01
	ADAPTIVE MEETUP 03/24	GENERAL FUND	NON-DEPARTMENTAL	19.98
	ADAPTIVE MEETUP 03/24	GENERAL FUND	NON-DEPARTMENTAL	23.35
	REFUND FOR SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	65.70-
	ADAPTIVE MEET UP 04/24	GENERAL FUND	NON-DEPARTMENTAL	43.63
	ADAPTIVE MEET UP 04/24	GENERAL FUND	NON-DEPARTMENTAL	58.98
	ADAPTIVE MEET UP 04/24	GENERAL FUND	NON-DEPARTMENTAL	32.99
	ADAPTIVE MEET UP 04/24	GENERAL FUND	NON-DEPARTMENTAL	29.47
	ADAPTIVE MEET UP 04/24	GENERAL FUND	NON-DEPARTMENTAL	247.65
	ADAPTIVE MEET UP 04/24	GENERAL FUND	NON-DEPARTMENTAL	37.70
	REFUND FOR SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	58.98-
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	125.68
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	43.70
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	20.36
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	61.08
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	34.91
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	55.67
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	42.28
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	32.76
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	15.24
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	100.18
	SENIOR PROM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	28.59

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ROTB SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	630.05
	ROTB SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	279.87
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	26.71
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	13.10
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	26.18
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	633.62
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	19.88
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	32.61
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	423.49
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	28.99
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	80.23
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	105.00
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	82.00
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	24.16
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	13.10
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	79.63
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	21.56
	ELEVATE TEEN SPEAKER	GENERAL FUND	NON-DEPARTMENTAL	500.00
	ELEVATE TEEN EXPO LUNCH	GENERAL FUND	NON-DEPARTMENTAL	319.96
	WEBSITE SUBSCRIPTION	GENERAL FUND	NON-DEPARTMENTAL	199.98
	NEFULDA ACC-OC ADVOCACY	GENERAL FUND	CITY COUNCIL	289.96
	DOBY ART WITH HEART	GENERAL FUND	CITY COUNCIL	350.00
	DOBY GUEST ART WITH HEART	GENERAL FUND	CITY COUNCIL	350.00
	MURPHY ART WITH HEART	GENERAL FUND	CITY COUNCIL	350.00
	MURPHY GUEST ART WITH HEAR	GENERAL FUND	CITY COUNCIL	350.00
	MURPHY OC REGISTER 04/24	GENERAL FUND	CITY COUNCIL	18.00
	NEFULDA ACC-OC ADVOCACY	GENERAL FUND	CITY COUNCIL	825.57
	HIBARD BALLOT UPDATE LUNCH	GENERAL FUND	CITY COUNCIL	100.00
	HASSELBRINK ART WITH HEART	GENERAL FUND	CITY COUNCIL	350.00
	HIBARD ART WITH HEART	GENERAL FUND	CITY COUNCIL	350.00
	HIBARD WE CARE FROM THE HE	GENERAL FUND	CITY COUNCIL	100.00
	HIBARD LEADERSHIP SUMMIT	GENERAL FUND	CITY COUNCIL	120.00
	COUNCIL MTG DINNER 04/15/24	GENERAL FUND	CITY COUNCIL	108.02
	COUNCIL MTG DRINKS 04/15/24	GENERAL FUND	CITY COUNCIL	49.23
	MURPHY A NIGHT AMONG THE S	GENERAL FUND	CITY COUNCIL	45.00
	HASSELBRINK: CDLS TRAINING	GENERAL FUND	CITY COUNCIL	150.00
	ADMIN BOOTH SUPPLIES	GENERAL FUND	ADMINISTRATION	18.55
	ADMIN BOOTH SUPPLIES	GENERAL FUND	ADMINISTRATION	164.70
	ADOBE SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	59.98
	OCREGISTER SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	26.00
	SUPPLIES FOR ADMIN DAY	GENERAL FUND	ADMINISTRATION	54.49
	SUPPLIES FOR ADMIN DAY	GENERAL FUND	ADMINISTRATION	107.64
	PRINTER CASE	GENERAL FUND	ADMINISTRATION	28.39
	PASSPORT PRINTER	GENERAL FUND	ADMINISTRATION	214.12
	CABINET FOR APPLICATIONS	GENERAL FUND	ADMINISTRATION	142.01
	ROUND DATE STAMP PASSPORT	GENERAL FUND	ADMINISTRATION	29.49
	SUPPLIES FOR PASSPORT	GENERAL FUND	ADMINISTRATION	115.58
	ADMIN BOMBER JACKETS	GENERAL FUND	ADMINISTRATION	1,573.12
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	34.95
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	34.95
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	61.89
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	7.41
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	42.54
	2024 EMPLOYEE FIT CHALLENG	GENERAL FUND	ADMINISTRATION	630.34
	QUINTANAR COMMERCE LUNCHEO	GENERAL FUND	ADMINISTRATION	30.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	33.86

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POSTAGE SUPPLIES	GENERAL FUND	ADMINISTRATION	10.60
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	28.36
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	36.68
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	9.82
	TRAINING	GENERAL FUND	FINANCE	95.00
	SUPPLIES	GENERAL FUND	FINANCE	18.85
	DUES & SUBSCRIPTIONS	GENERAL FUND	FINANCE	4.00
	DUES & SUBSCRIPTIONS	GENERAL FUND	FINANCE	10.00
	ICLOUD SUBSCRIPTION	GENERAL FUND	FINANCE	0.99
	SUPPLIES	GENERAL FUND	FINANCE	142.21
	MEAL FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	18.48
	MEAL FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	15.84
	MEAL FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	38.33
	MEAL FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	16.12
	AMAZON MEMBERSHIP	GENERAL FUND	POLICE ADMINISTRATION	16.38
	HOTEL FOR TRAINING 04/09-0	GENERAL FUND	POLICE ADMINISTRATION	577.56
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	217.44
	MONTHLY MEMBERSHIP	GENERAL FUND	POLICE ADMINISTRATION	44.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	147.49
	SHIPPING COSTS	GENERAL FUND	POLICE ADMINISTRATION	23.70
	APPRECIATION WEEK DISPATCH	GENERAL FUND	POLICE ADMINISTRATION	64.23
	SLI TRAINING COURSE	GENERAL FUND	PATROL	795.00
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	508.58
	CAR WASH	GENERAL FUND	PATROL	29.60
	K-9 FOOD	GENERAL FUND	PATROL	138.85
	K-9 COLLARS	GENERAL FUND	PATROL	103.98
	K-9 FOOD	GENERAL FUND	PATROL	144.15
	K-9 SUPPLIES	GENERAL FUND	PATROL	88.53
	HOTEL FOR TRAINING 04/15	GENERAL FUND	INVESTIGATION	140.87
	ACT TRAINING COURSE 04/19	GENERAL FUND	INVESTIGATION	100.00
	HOTEL FOR TRAINING 04/15	GENERAL FUND	INVESTIGATION	704.35
	HOTEL FOR TRAINING 04/15	GENERAL FUND	INVESTIGATION	563.48
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	39.63
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	44.08
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	48.48
	MICROSOFT SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	247.45
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	92.45
	COSTCO REFUND	GENERAL FUND	COMMUNITY OUTREACH	179.92-
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	COMMUNITY OUTREACH	14.19
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	COMMUNITY OUTREACH	70.72
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	COMMUNITY OUTREACH	5.51
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	COMMUNITY OUTREACH	43.72
	COVER FOR MOTOR UNIT	GENERAL FUND	TRAFFIC	113.54
	PW OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.03
	PHONE STORAGE SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.99
	PW OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	13.63
	UNIFORMS - HATS	GENERAL FUND	COMMUNITY DEVEL ADMIN	497.92
	REFUND UNIFORMS - HATS	GENERAL FUND	COMMUNITY DEVEL ADMIN	497.92-
	SPRING CARNIVAL CANDY	GENERAL FUND	COMMUNITY DEVEL ADMIN	155.92
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	71.51
	COMM DEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	76.40
	YOUTUBE TV SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	REFUND OF SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.19-
	SAMS CLUB MEMBERSHIP	GENERAL FUND	COMMUNITY DEVEL ADMIN	121.28
	COMM DEV SNACK SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	492.72

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	COMM DEV SNACK SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	38.19
	USB DRIVE FOR PLANNING	GENERAL FUND	COMMUNITY DEVEL ADMIN	125.20
	LAMINATING SHEETS	GENERAL FUND	COMMUNITY DEVEL ADMIN	19.20
	BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.55
	CORD PROTECTOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.60
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	348.61
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	68.72
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	348.61-
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	44.08
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	67.74
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	119.23
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	151.37
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.32
	BROKEN CABLE REPLACEMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	23.73
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	93.54
	PW OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	11.39
	PW OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	90.43
	LICENSE PLATE FRAMES	GENERAL FUND	COMMUNITY DEVEL ADMIN	166.12
	E. NODA WE CARE EVENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	103.50
	CODE ENFORCEMENT UNIFORMS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	97.87
	CODE ENFORCEMENT UNIFORMS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	97.88
	BIRTHDAY SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	21.10
	ARBOR DAY SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	35.00
	PPE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	99.34
	REFUND PPE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	114.76-
	PPE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	394.37
	REPLACEMENT WHEEL	GENERAL FUND	STREET MAINTENANCE	87.35
	UNIFORMS SAFETY VESTS	GENERAL FUND	STREET MAINTENANCE	37.10
	UNIFORMS SAFETY VESTS	GENERAL FUND	STREET MAINTENANCE	31.66
	UNIFORMS SAFETY VESTS	GENERAL FUND	STREET MAINTENANCE	103.37
	WHEEL CADDY	GENERAL FUND	STREET MAINTENANCE	149.99
	SLIDER DOOR FOR OFFICE	GENERAL FUND	BUILDING MAINTENANCE	345.00
	WAREHOUSE GATE REMOTES	GENERAL FUND	BUILDING MAINTENANCE	207.00
	BOLLARDS CITY YARDS	GENERAL FUND	BUILDING MAINTENANCE	799.18
	PD STORAGE RENTAL EVIDENCE	GENERAL FUND	BUILDING MAINTENANCE	119.00
	SMART TV	GENERAL FUND	BUILDING MAINTENANCE	949.09
	PD STORAGE RENTAL EVIDENCE	GENERAL FUND	BUILDING MAINTENANCE	336.67
	NEW OFFICE AREA CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	653.79
	DEADBOLTS FOR RESTROOM	GENERAL FUND	BUILDING MAINTENANCE	98.25
	CITY HALL I NEW OFFICE ARE	GENERAL FUND	BUILDING MAINTENANCE	141.28
	PD BOLLARDS	GENERAL FUND	BUILDING MAINTENANCE	141.06
	PD BOLLARDS	GENERAL FUND	BUILDING MAINTENANCE	20.25
	GMLA DECOR	GENERAL FUND	ECONOMIC DEVELOPMENT	25.80
	GMLA DECOR	GENERAL FUND	ECONOMIC DEVELOPMENT	323.12
	GMLA FOOD	GENERAL FUND	ECONOMIC DEVELOPMENT	399.32
	ROSSMOOR LIVING MARKETING	GENERAL FUND	ECONOMIC DEVELOPMENT	825.00
	ANALYST CHAMBER LUNCH	GENERAL FUND	ECONOMIC DEVELOPMENT	60.00
	PARKLET SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	762.98
	PARKLET SOLAR LIGHTS	GENERAL FUND	ECONOMIC DEVELOPMENT	161.12
	ANNUAL MEMBERSHIP CCGG	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	RECREATION NAME BADGES/PLA	GENERAL FUND	RECREATION ADMINISTRAT	114.20
	CPR & AED TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	152.94
	CANVA SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	119.99
	DIRECT TV SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	65.99
	SPOTIFY SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	16.99

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	9.78
	LIFEGUARD TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	240.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	222.86
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	34.03
	EVENTBRITE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	29.00
	CDLS TRAINING 05/15-16/24	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	APPLE ICloud STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	E. NODA WE CARE EVENT	GENERAL FUND	RECREATION ADMINISTRAT	103.50
	FESTIVALS AND EVENTS TRAIN	GENERAL FUND	RECREATION ADMINISTRAT	825.00
	WEBSITE BUILDER SUBSCRIPTI	GENERAL FUND	RECREATION ADMINISTRAT	180.00
	WEBSITE DOMAIN SUBSCRIPTIO	GENERAL FUND	RECREATION ADMINISTRAT	112.32
	CONFERENCE TRANSPORTATION	GENERAL FUND	RECREATION ADMINISTRAT	53.15
	E NODA HOTEL STAY TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	374.07
	CONFERENCE TRANSPORTATION	GENERAL FUND	RECREATION ADMINISTRAT	28.93
	CONFERENCE TRANSPORTATION	GENERAL FUND	RECREATION ADMINISTRAT	5.78
	AIRPORT PARKING LBX	GENERAL FUND	RECREATION ADMINISTRAT	50.00
	CONSTANT CONTACTS SUBSCRIP	GENERAL FUND	RECREATION ADMINISTRAT	342.00
	SUMMER CAMP 07/25	GENERAL FUND	DAY CAMP	1,118.05
	REC ON THE GO SUPPLIES	GENERAL FUND	PLAYGROUNDS	269.75
	REC ON THE GO LINEN CLEANI	GENERAL FUND	PLAYGROUNDS	160.00
	REC ON THE GO SUPPLIES	GENERAL FUND	PLAYGROUNDS	21.49
	REC ON THE GO SUPPLIES	GENERAL FUND	PLAYGROUNDS	89.10
	EXCURSION DEPOSIT PROGRAM	GENERAL FUND	PLAYGROUNDS	150.00
	EXCURSION PROGRAM	GENERAL FUND	PLAYGROUNDS	761.75
	PARKS PROGRAM EXCURSION	GENERAL FUND	PLAYGROUNDS	359.78
	SONG TEAM AWARDS	GENERAL FUND	SPORTS	51.60
	YOUTH TRACK JERSEYS	GENERAL FUND	SPORTS	1,008.54
	SOCCER BALLS	GENERAL FUND	SPORTS	322.11
	YOUTH BASKETBALL SITE	GENERAL FUND	SPORTS	119.28
	MEGAPHONE YOUTH TRACK	GENERAL FUND	SPORTS	44.71
	YOUTH SPORTS SUPPLIES	GENERAL FUND	SPORTS	40.81
	YOUTH SPORTS SUPPLIES	GENERAL FUND	SPORTS	70.96
	YOUTH SPORTS AWARDS	GENERAL FUND	SPORTS	366.15
	SKILLS CONTEST SUPPLIES	GENERAL FUND	SPORTS	27.26
	SUPPLIES FOR EVENTS	GENERAL FUND	SPORTS	23.01
	TRACK JERSEYS	GENERAL FUND	SPORTS	334.56
	BASKETBALL CONTEST SUPPLIE	GENERAL FUND	SPORTS	150.24
	MAT SERVICE COMM CTR	GENERAL FUND	SPECIAL CLASSES	335.37
	MAT SERVICE COMM CTR	GENERAL FUND	SPECIAL CLASSES	111.79
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	15.28
	PRESCHOOL FIELD TRIP	GENERAL FUND	SPECIAL CLASSES	39.00
	PRESCHOOL FIELD TRIP	GENERAL FUND	SPECIAL CLASSES	52.00
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	12.01
	PRESCHOOL GRADUATION	GENERAL FUND	SPECIAL CLASSES	357.73
	PRESCHOOL GRADUATION	GENERAL FUND	SPECIAL CLASSES	31.00
	YOUTH SIGN LANGUAGE CLASS	GENERAL FUND	SPECIAL CLASSES	6.24
	PRESCHOOL GRADUATION	GENERAL FUND	SPECIAL CLASSES	19.64
	PRESCHOOL GRADUATION	GENERAL FUND	SPECIAL CLASSES	199.75
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1,400.00
	ROTB SUPPLIES	GENERAL FUND	SPECIAL EVENTS	102.18
	CHIEF'S TAHOE REGISTRATION	GARAGE FUND	GARAGE	756.00
	CHIEF'S TAHOE REGISTRATION	GARAGE FUND	GARAGE	15.88
	CM VEHICLE CAR WASH	GARAGE FUND	GARAGE	32.99
	CM VEHICLE TINT	GARAGE FUND	GARAGE	550.00
	CM VEHICLE EMBLEM REMOVAL	GARAGE FUND	GARAGE	50.00
	FUEL 04/24/24	GARAGE FUND	GARAGE	69.48

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CHIEF'S TAHOE WATER PUMP R	GARAGE FUND	GARAGE	630.70
	PD 48-6 BATTERY REPLACEMENT	GARAGE FUND	GARAGE	287.28
	REFUND ZOOM ANNUAL FEES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,573.95-
	PW PRINTER REPLACEMENT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,269.07
	MONITOR REPLACEMENT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>223.49</u>
			TOTAL:	45,096.06
UNDERGROUND SERVICE ALERT OF SO CAL	DATABASE MAINT 04/24	GENERAL FUND	STREET MAINTENANCE	<u>43.25</u>
			TOTAL:	43.25
UNITED HOME REMODELING INC.	DEMO COMM CTR 50% FINAL P	GENERAL FUND	BUILDING MAINTENANCE	<u>24,050.00</u>
			TOTAL:	24,050.00
USIQ INC	RIFLE EQUIPMENT (18)	GENERAL FUND	PATROL	<u>5,440.65</u>
			TOTAL:	5,440.65
V & V MANUFACTURING, INC.	BADGES V6, V7	GENERAL FUND	PATROL	<u>253.35</u>
			TOTAL:	253.35
VERIZON WIRELESS	EMER. PREP PHONES 05/24	GENERAL FUND	EMERGENCY PREPAREDNESS	166.04
	ADMIN PHONES 05/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	249.64
	COMM DEV PHONES 05/24	GENERAL FUND	NEIGHBORHOOD PRESERVAT	168.05
	PW PHONES 05/24	GENERAL FUND	STREET MAINTENANCE	<u>463.23</u>
			TOTAL:	1,046.96
VESTIS GROUP INC	PW UNIFORMS 04/15/24	GENERAL FUND	STREET MAINTENANCE	73.62
	PW UNIFORMS 04/22/24	GENERAL FUND	STREET MAINTENANCE	65.09
	PW UNIFORMS 04/29/24	GENERAL FUND	STREET MAINTENANCE	<u>146.40</u>
			TOTAL:	285.11
VOYAGER FLEET SYSTEMS, INC.	FUEL 04/24	GARAGE FUND	GARAGE	11,856.69
	FUEL TAX CREDIT 04/24	GARAGE FUND	GARAGE	<u>398.26-</u>
			TOTAL:	11,458.43
WAXIE SANITARY SUPPLY	RESTROOM SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	<u>837.20</u>
			TOTAL:	837.20
WESTCOR ENVIRONMENTAL INC	PD EVIDENCE ABESTOS ABATEM	GENERAL FUND	BUILDING MAINTENANCE	6,825.00
	ASBESTOS FLOORING	GENERAL FUND	CAPITAL PROJECTS	<u>17,042.00</u>
			TOTAL:	23,867.00
YING LIU	PORTRAIT WORKSHOP 04/13/24	GENERAL FUND	SPECIAL CLASSES	<u>126.75</u>
			TOTAL:	126.75

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	979,481.77		
20	GAS TAX	203,654.64		
28	LOS ALAMITOS TV	9,233.32		
50	GARAGE FUND	48,679.57		
53	TECHNOLOGY REPLACEMENT	12.73CR		
54	SELF INSURANCE TRUST	411.94		
99	POOL CLEARING FUND	230.76		

	GRAND TOTAL:	1,241,679.27		

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AM-TEC TOTAL SECURITY INC.	INSTALL SECURITY CAMERAS	GENERAL FUND	BUILDING MAINTENANCE	<u>33,087.93</u>
			TOTAL:	33,087.93
BARBARA BANNERMAN	YOGA DROP IN 05/07/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA DROP IN 05/11/24	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	19.50
BILLY TEES, INC.	ROTB T-SHIRTS (1,404)	GENERAL FUND	NON-DEPARTMENTAL	<u>14,243.71</u>
			TOTAL:	14,243.71
BRITAIN'S FINEST LLC	CONCERT BAND 08/01/24	GENERAL FUND	SPECIAL EVENTS	<u>1,500.00</u>
			TOTAL:	1,500.00
CANON FINANCIAL SERVICES, INC.	METER & CONTRACT 04/24	GENERAL FUND	RECREATION ADMINISTRAT	<u>520.98</u>
			TOTAL:	520.98
CARRI FOX	LINE DANCE 05/08/24	GENERAL FUND	SPECIAL CLASSES	<u>42.00</u>
			TOTAL:	42.00
CHARLES ABBOTT ASSOCIATES, INC.	SVCS FOR CITY 04/24	GENERAL FUND	BUILDING INSPECTION	35,930.02
	ASSISTANT PLANNER 04/24	GENERAL FUND	BUILDING INSPECTION	<u>6,408.75</u>
			TOTAL:	42,338.77
CHERYL J. SCHNITZER	LINE DANCE 05/06/24	GENERAL FUND	SPECIAL CLASSES	29.25
	LINE DANCE 05/13/24	GENERAL FUND	SPECIAL CLASSES	<u>29.25</u>
			TOTAL:	58.50
CHRISTOPHER J MARTIN	CONCERT BAND 07/11/24	GENERAL FUND	SPECIAL EVENTS	<u>1,500.00</u>
			TOTAL:	1,500.00
CINTAS CORPORATION NO. 2	FIRST AID REFILL 04/24	GENERAL FUND	BUILDING MAINTENANCE	<u>1,928.83</u>
			TOTAL:	1,928.83
COLE PRO MEDIA CORP	CONTRACT SVCS 05/24	GENERAL FUND	NON-DEPARTMENTAL	<u>3,000.00</u>
			TOTAL:	3,000.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
CONCETTA MARIE ELLIS	CONCERT BAND 08/08/24	GENERAL FUND	SPECIAL EVENTS	<u>1,500.00</u>
			TOTAL:	1,500.00
COUNTY OF ORANGE TREASURER-TAX	TECH DIVISION MONTHLY 02/2	GENERAL FUND	POLICE ADMINISTRATION	<u>1,124.43</u>
			TOTAL:	1,124.43
CROSSTOWN ELECTRICAL & DATA, INC.	KATELLA/WINNERS 03/24	GENERAL FUND	STREET MAINTENANCE	282.31
	KATELLA/CIVIC CTR 03/24	GENERAL FUND	STREET MAINTENANCE	301.97
	BLOOMFIELD/KATELLA 03/24	GENERAL FUND	STREET MAINTENANCE	180.04
	BLOOMFIELD/KATELLA 03/24	GENERAL FUND	STREET MAINTENANCE	247.13
	KATELLA/LOS AL 03/24	GENERAL FUND	STREET MAINTENANCE	208.31
	LOS AL/SAUSILITO 03/24	GENERAL FUND	STREET MAINTENANCE	377.66
	CERRITOS/LOS AL 03/24	GENERAL FUND	STREET MAINTENANCE	217.10
	KATELLA/LOS AL 03/24	GENERAL FUND	STREET MAINTENANCE	217.10
	CERRITOS/BLOOMFIELD 03/24	GENERAL FUND	STREET MAINTENANCE	592.00
	BLOOMFIELD/CARBON 03/24	GENERAL FUND	STREET MAINTENANCE	780.00
	BLOOMFIELD/KATELLA 03/24	GENERAL FUND	STREET MAINTENANCE	444.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	KATELLA/LOS AL 03/24	GENERAL FUND	STREET MAINTENANCE	444.00
	KATELLA/LOS AL 03/24	GENERAL FUND	STREET MAINTENANCE	<u>518.00</u>
			TOTAL:	4,809.62
DARSHINI AITHAL	WATERCOLOR PAINTING PROGRA	GENERAL FUND	SPECIAL CLASSES	<u>620.75</u>
			TOTAL:	620.75
DATA TICKET, INC.	PD MONTHLY CHARGES 04/24	GENERAL FUND	TRAFFIC	<u>780.73</u>
			TOTAL:	780.73
ECS IMAGING, INC.	LASERFICHE AP PROCESS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,800.00
	LASERFICHE AP PROCESS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	7,000.00
	LASERFICHE AP PROCESS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>7,000.00</u>
			TOTAL:	15,800.00
ELITE SPECIAL EVENT, INC.	LED STAGE RENTAL	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>6,400.00</u>
			TOTAL:	6,400.00
EVENT NEWS ENTERPRISE	PHN MASTER FEE ADOPTION	GENERAL FUND	CITY COUNCIL	250.00
	NOTICE FOR CIP 23/24-06	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,095.00
	NOTICE FOR RFP 2024-04	GENERAL FUND	COMMUNITY DEVEL ADMIN	810.00
	NOTICE FOR RFP 2024-03	GENERAL FUND	COMMUNITY DEVEL ADMIN	810.00
	NOTICE FOR CIP 23/24-07	GENERAL FUND	COMMUNITY DEVEL ADMIN	800.00
	LAMPSON PARK PROJECT EIR	GENERAL FUND	PLANNING	<u>507.00</u>
			TOTAL:	4,272.00
FLOCK SAFETY	REISSUE: YEAR RENEWAL CAME	POLICE CAPITAL EXP	COMMUNICATIONS TECHNOL	<u>27,705.21</u>
			TOTAL:	27,705.21
FRONTIER COMMUNICATIONS	JAIL ALARM 05/24	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>397.33</u>
			TOTAL:	397.33
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 05/24	GENERAL FUND	STREET MAINTENANCE	365.49
	GOLDEN STATE WATER 05/24	GENERAL FUND	PARK MAINTENANCE	<u>432.67</u>
			TOTAL:	798.16
GRANICUS LLC	SUBSCRIPTION DOCS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	683.57
	HOSTING DOCS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	258.01
	ETHICS SUBSCRIPTION	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	581.03
	FULL REVIEW SUBSCRIP	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	239.25
	EDISCLOSURE SUBSCRIP	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>683.57</u>
			TOTAL:	2,445.43
GUAVA GROOVE	KULA A'O UKULELE HOKULANI	GENERAL FUND	SPECIAL CLASSES	<u>845.00</u>
			TOTAL:	845.00
HALEY STRATEGIC PARTNERS LLC	ARSENAL SUPPLIES	GENERAL FUND	PATROL	<u>3,209.85</u>
			TOTAL:	3,209.85
HARRIS & ASSOCIATES INC	LAMPSON PROJECT 04/24	GENERAL FUND	NON-DEPARTMENTAL	<u>13,162.50</u>
			TOTAL:	13,162.50
HIRSCH & ASSOCIATES, INC.	LABOURDETTE PARK 04/24	GENERAL FUND	CAPITAL PROJECTS	<u>12,478.00</u>
			TOTAL:	12,478.00
HOMECOURT EDGE BASKETBALL LLC	HCE DROP IN 05/05/24	GENERAL FUND	SPORTS	16.00

VENDOR NAME		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
		HCE DROP IN 05/02/24	GENERAL FUND	SPORTS	80.00
		HCE DROP IN 05/07/24	GENERAL FUND	SPORTS	64.00
		HCE DROP IN 05/09/24	GENERAL FUND	SPORTS	32.00
		HCE DROP IN 05/14/24	GENERAL FUND	SPORTS	64.00
		HCE BALL HANDLE/SHOOTING S	GENERAL FUND	SPORTS	656.00
		HCE BASKETBALL SHOOTING ST	GENERAL FUND	SPORTS	64.00
		HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	645.60
		HCE TRAVEL BALL	GENERAL FUND	SPORTS	976.00
				TOTAL:	2,597.60
HORSEMEN INC		BACKGROUND FOR JONES	GENERAL FUND	NON-DEPARTMENTAL	1,200.00
				TOTAL:	1,200.00
IMPROV 2 IMPROVEMENT LLC		GUEST SPEAKER FOR STAFF	GENERAL FUND	RECREATION ADMINISTRAT	500.00
				TOTAL:	500.00
KIDZ TALENT ACADEMY		KID CHEER AND DANCE PROGRA	GENERAL FUND	SPECIAL CLASSES	130.00
		GYMNASTICS/TUMBLING PROGRA	GENERAL FUND	SPECIAL CLASSES	334.10
				TOTAL:	464.10
KONICA MINOLTA		PD COPIER LEASE 04/24	GENERAL FUND	POLICE ADMINISTRATION	211.00
				TOTAL:	211.00
KONICA MINOLTA PREMIER FINANCE		COPIER LEASE 05/20-06/19/24	GENERAL FUND	FINANCE	1,048.46
				TOTAL:	1,048.46
KYA SERVICES LLC		CIP#23/24-06 ROOF REPAIR	GENERAL FUND	NON-DEPARTMENTAL	41,775.30-
		CIP#23/24-06 ROOF PROJECT	GENERAL FUND	CAPITAL PROJECTS	835,506.03
				TOTAL:	793,730.73
LA HERRADURA MOBIL DETAIL		PD CAR WASHES 05/13/24	GARAGE FUND	GARAGE	495.00
		PW CAR WASHES 05/13/24	GARAGE FUND	GARAGE	135.00
		REC CAR WASHES 05/13/24	GARAGE FUND	GARAGE	135.00
				TOTAL:	765.00
M&N COASTLINE AUTO & TIRE SERVICE		REISSUE: PD 48-3 OIL & COO	GARAGE FUND	GARAGE	207.61
				TOTAL:	207.61
MAMA SAID ENTERTAINMENT		CONCERT BAND 06/27/24	GENERAL FUND	SPECIAL EVENTS	1,400.00
				TOTAL:	1,400.00
MARY ANN REMNET		BOOMERS TO ZOOMERS 05/06/24	GENERAL FUND	SPECIAL CLASSES	9.75
		BOOMERS TO ZOOMERS 05/13/24	GENERAL FUND	SPECIAL CLASSES	9.75
				TOTAL:	19.50
MATRIX IMAGING PRODUCTS, INC.		SCANNING COSTS	GENERAL FUND	PLANNING	5,502.11
		DRAWINGS	GENERAL FUND	PLANNING	1,658.28
		PREP/SORTING	GENERAL FUND	PLANNING	6,996.00
		INDEX FIELDS	GENERAL FUND	PLANNING	2,094.12
		PICKUP/DELIVERY	GENERAL FUND	PLANNING	30.00
				TOTAL:	16,280.51
MISC. VENDOR	ALINA AVILA	ALINA AVILA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	120.00
	ALINA AVILA	ALINA AVILA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
	APARNA MANCHANDIA	APARNA MANCHANDIA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	29.28
	CAROL HANAKI	CAROL HANAKI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	95.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CAROL HANAKI	CAROL HANAKI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
CAROL HANAKI	CAROL HANAKI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	95.00
CAROL HANAKI	CAROL HANAKI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
CATHERINE LEARNED	CATHERINE LEARNED:REFUND	GENERAL FUND	NON-DEPARTMENTAL	110.00
ELIZABETH SYRENGELAS	ELIZABETH SYRENGELAS:REFUN	GENERAL FUND	NON-DEPARTMENTAL	105.56
LUCY HONG	LUCY HONG:REFUND	GENERAL FUND	NON-DEPARTMENTAL	10.00
LYNETTE MCCOY	LYNETTE MCCOY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	115.00
LYNETTE MCCOY	LYNETTE MCCOY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
NADIA KAST	NADIA KAST:REFUND	GENERAL FUND	NON-DEPARTMENTAL	59.00
YING LIU	YING LIU:REFUND	GENERAL FUND	NON-DEPARTMENTAL	95.00
YING LIU	YING LIU:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
			TOTAL:	853.84
MV CHENG ASSOCIATES, INC.	FINANCE MGR 04/24	GENERAL FUND	FINANCE	12,920.00
			TOTAL:	12,920.00
NO DUH	CONCERT BAND 06/20/24	GENERAL FUND	SPECIAL EVENTS	2,000.00
			TOTAL:	2,000.00
NORTH STAR LAND CARE	LANDSCAPE MAINT 04/24	GENERAL FUND	PARK MAINTENANCE	9,505.66
			TOTAL:	9,505.66
ORIGINAL WATERMEN, INC.	AQUATICS UNIFORMS	GENERAL FUND	AQUATICS	3,073.40
			TOTAL:	3,073.40
PLANNING DIRECTOR'S ASSOC OF ORANGE CO	ANNUAL DUES PDAO	GENERAL FUND	COMMUNITY DEVEL ADMIN	150.00
			TOTAL:	150.00
POWERTRIP RENTALS, LLC	PARKLET SERIES LIGHTS	GENERAL FUND	ECONOMIC DEVELOPMENT	820.38
	PARKLET SERIES LIGHTS	GENERAL FUND	ECONOMIC DEVELOPMENT	841.88
			TOTAL:	1,662.26
PRECISION CONCRETE CUTTING	CIP 22/23-08 CONCRETE PRO	GENERAL FUND	STREET MAINTENANCE	34,751.06
			TOTAL:	34,751.06
PROSHRED SECURITY	PURGE FILE BOX (4)	GENERAL FUND	ADMINISTRATION	1,000.00
			TOTAL:	1,000.00
QUADIENT LEASING USA, INC	QUADIENT LEASE 06/24-09/24	GENERAL FUND	FINANCE	706.62
			TOTAL:	706.62
REDNECK RODEO	CONCERT BAND 06/13/24	GENERAL FUND	SPECIAL EVENTS	4,000.00
			TOTAL:	4,000.00
SDI PRESENCE LLC	IT SUPPORT SVCS 04/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,483.75
	SENTINELONE CTRL 04/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	423.15
	CLOUD BACK UP 04/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,335.25
	IT CONTRACT 04/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
			TOTAL:	14,113.15
SIR SPEEDY PRINTING, SIGNS, MARKETING	NOTICE OF CORRECTIONS	GENERAL FUND	PATROL	173.02
	ADULT SPORTS SIGNAGE	GENERAL FUND	SPORTS	10.93
			TOTAL:	183.95
SKAGGS CONCRETE CUTTING INC	LATV ELECTRICAL LINES	GENERAL FUND	BUILDING MAINTENANCE	5,575.00
			TOTAL:	5,575.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SPARKLETTS DRINKING WATER	DRINKING WATER 04/24	GENERAL FUND	BUILDING MAINTENANCE	<u>459.39</u>
			TOTAL:	459.39
ST. NICK'S	HOLIDAY BANNER FINAL PYMT	GENERAL FUND	STREET MAINTENANCE	6,425.41
	BANNER INSTALL 50% PYMT	GENERAL FUND	STREET MAINTENANCE	<u>6,782.39</u>
			TOTAL:	13,207.80
ST. OF CALIFORNIA DEPT. OF JUSTICE	LIVESCANS (6) 04/24	GENERAL FUND	NON-DEPARTMENTAL	162.00
	FINGERPRINTS (5) 04/24	GENERAL FUND	NON-DEPARTMENTAL	<u>224.00</u>
			TOTAL:	386.00
STAPLES BUSINESS ADVANTAGE	MGMT ANALYST OFFICE SUPPLI	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>144.65</u>
			TOTAL:	144.65
THE EMPERORS	PARKLET SERIES BAND 06/06/24	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>1,500.00</u>
			TOTAL:	1,500.00
THE TRIP	REISSUE: PARKLET SERIES	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>3,600.00</u>
			TOTAL:	3,600.00
THOMSON REUTERS - WEST	ONLINE SOFTWARE 04/24	GENERAL FUND	INVESTIGATION	<u>375.42</u>
			TOTAL:	375.42
V & V MANUFACTURING, INC.	#48 FLAT BADGES	GENERAL FUND	PATROL	<u>589.62</u>
			TOTAL:	589.62
WILLDAN FINANCIAL SERVICES	COST RECOVERY 04/24	GENERAL FUND	ADMINISTRATION	<u>250.00</u>
			TOTAL:	250.00
WOODIE & THE LONGBOARDS	CONCERT BAND 07/18/24	GENERAL FUND	SPECIAL EVENTS	<u>1,200.00</u>
			TOTAL:	1,200.00
WOODRUFF & SMART, APC	GENERAL SVCS 04/24	GENERAL FUND	CITY ATTORNEY	40,630.80
	LITIGATION SVCS 04/24	GENERAL FUND	CITY ATTORNEY	6,379.20
	GENERAL SVCS 04/24	GENERAL FUND	CITY ATTORNEY	442.50
	PROSECUTOR SVCS 04/24	GENERAL FUND	CITY ATTORNEY	<u>5,278.00</u>
			TOTAL:	52,730.50
YING LIU	PORTRAIT WORKSHOP 05/11/24	GENERAL FUND	SPECIAL CLASSES	<u>58.50</u>
			TOTAL:	58.50

WARRANTS 05/29/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	1,116,974.16		
50	GARAGE FUND	972.61		
51	POLICE CAPITAL EXPENSES	27,705.21		
53	TECHNOLOGY REPLACEMENT	32,358.58		
99	POOL CLEARING FUND	230.76		

	GRAND TOTAL:	1,178,241.32		

Retirees Medical Reimbursement

Date: May 1, 2024

Number of Transactions: 16

Total Batch: \$11,072.20

Payroll 05/10/2024

-----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	44,307.45	28,202.25	0.00	9,271.36	6,833.84	4,576.88	5,026.62	34,703.95	
10-512 Finance	14,428.91	10,672.00	212.83	1716.00	1,828.08	1220.78	1181.86	12,026.27	
10-521 Police Administration	40,067.20	30,336.80	0.00	6,872.80	2,857.60	5,858.44	6,492.11	27,716.65	
10-522 Police- Patrol	100,088.91	55,709.29	20,370.72	5,535.80	18,473.10	15,245.95	17,951.30	66,891.66	
10-523 Police- Investigation	30,514.26	17,583.00	6,494.99	666.60	5,769.67	5,380.67	6,477.87	18,655.72	
10-524 Police- Records	9,962.72	7,154.40	0.00	0.00	2,808.32	922.22	1,057.08	7,983.42	
10-526 Police- Community Outreach	2,166.78	0.00	0.00	0.00	2,166.78	81.25	182.05	1,903.48	
10-527 Police-Youth Programs	5,623.90	2,117.60	0.00	2117.60	1388.70	1086.09	733.29	3,804.52	
10-528 Police- Traffic	7,625.93	2452.00	0.00	0.00	5,173.93	679.85	831.48	6,114.60	
10-531 Development Services- Administration	32,930.23	26,051.68	0.00	2,154.73	4,723.82	3,745.36	6,018.55	23,166.32	
10-532 Development Services- Planning	3,438.80	3,408.80	0.00	0.00	30.00	293.63	696.25	2,448.92	
10-533 Development Services- Neighborhood Preservation	5,844.53	2,613.60	551.31	0.00	2,679.62	323.97	782.43	4,738.13	
10-542 Development Services- Street Maintenance	17,070.69	13,336.84	1076.49	1,272.36	1,385.00	2,134.49	1,257.97	13,678.23	
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	3,822.80	3,559.20	0.00	0.00	263.60	294.87	321.78	3,206.15	
10-551 Recreation Administration	47,472.53	36,483.59	261.84	2,926.02	7,801.08	5,735.91	6,777.33	34,959.29	
10-556 Recreation- Sports	18,424.83	0.00	0.00	50.40	18,374.43	690.94	1,078.06	16,655.83	
10-557 Special Classes									
TOTALS	\$387,000.27	\$242,865.85	\$28,968.18	\$32,583.67	\$82,582.57	\$48,696.93	\$56,951.11	\$281,352.23	

REGULAR INPUT: 129 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 129

BENEFITS & WITHHOLDINGS

	Employee	Employer	Employee	Employer
Fed Taxes	Employee/	Employer (MediCare)	\$45,567.80	\$40,098.05
State Taxes	Employee		\$16,853.06	\$5,469.75
ICMA	Employee		\$3,242.33	
PD Association	Employee		\$1,416.56	
LosAl Employees Assoc	Employee		\$420.00	
Nationwide - Full Time	Employee		\$1,590.00	
Nationwide - PT	Employee/	Employer	\$3,038.58	\$1,519.29
PERS Deferred Comp	Employee		\$1,480.76	
PERS	Employee/	Employer	\$71,822.39	\$28,641.33
AFLAC	Employee		\$80,607.26	\$43,181.06
PERS Medical	Employee/	Employer	\$690.88	
Delta Dental PPO	Employer		\$4,530.60	
Delta Dental HMO	Employer		\$507.76	
VSP Vision	Employer		\$1,117.99	
Standard Self Admin	Employee/	Employer		
Standard Life Optional	Employee		\$565.35	
TOTALS			\$233,451.32	\$70,258.67
				\$50,170.10

DEDUCTION GRAND TOTALS

-----EARNINGS-----				-----DEDUCTIONS-----			-----TAXES-----			
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5312.25	\$242,865.85	125	I-125	\$671.09		FED W/H	\$ 341,183.56	\$ 34,628.30	
PTRG	1791.25	\$36,085.91	129	I-129	\$192.31		ST WH CA	\$ 341,183.56	\$ 16,853.06	
PHEO	80.92	\$2,510.27	AFP	AFLEPT	\$167.22		MEDI	\$ 377,222.71	\$ 5,469.75	\$ 5,469.75
ABST	40.00	\$0.00	CMP	CLOAN	\$78.80					
OT	45.25	\$2,102.47	CS1	CS-C0	\$230.76					
OTS	285.99	\$25,374.62	DC2	DCPR	\$100.00					
STBY	16.00	\$1,491.09	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	\$1,494.36	DCP	DCPRS	\$1,380.76					
MEDR	0.00	\$8,050.00	DD1	DPPO1		\$346.50				
SPAS	0.00	\$2,293.24	DD2	DPPO2		\$253.80				
SPSK	0.00	\$138.06	DD3	DPPO3		\$634.50				
OCWD	0.00	\$250.00	DD4	DDMO1		\$38.55				
OCWE	0.00	\$160.00	DD5	DDMO2		\$55.56				
UNIF	0.00	\$200.00	DD6	DDMO3		\$102.75				
UNI2	0.00	\$75.00	DI%	DCI%	\$95.46					
FTO	0.00	\$129.50	DIS	DISAF	\$178.22					
RTRO	0.00	\$24,981.18	DLI	DCLIC	\$176.87					
ADML	54.00	\$3,877.60	LEA	LAEAD	\$420.00					
EAU	24.00	\$1,300.02	LIF	LIFE	\$174.80					
EAA	54.00	\$0.00	LTD	A LTD	\$104.21					
COMA	70.76	\$0.00	MED	MDINS	\$8,939.25	\$28,745.59				
FLHO	26.83	\$1,422.05	PBB	PRSB4	\$481.97					
SICK	116.25	\$5,452.30	PN1	PEPME	\$7,408.20					
VAC	116.66	\$5,180.50	PN2	PEPMR		\$7,341.34				
POST4	0.00	\$110.00	PN3	PEPSE	\$10,533.98					
POST5	0.00	\$200.00	PN4	PEPSR		\$10,373.08				
POST6	0.00	\$450.00	POS	POAS	\$1,416.56					
POST7	0.00	\$2,803.48	PRO	PRM8	\$2,663.63					
POST8	0.00	\$386.57	PR2	PRSMR		\$10,032.38				
POVA	160.00	\$15,351.20	PR4	PRSSR		\$15,434.26				
BILI	0.00	\$250.00	PR5	PRSB4	\$1,309.29					
HOT	0.00	\$55.00	PR6	PRSAF	\$3,004.73					
			PR7	PRMB4	\$659.22					
			PR8	PRMAF	\$1,709.07					
			PR9	PRSCC	\$809.86					
			RTP	RT-PT	\$1,519.29	\$1,519.29				
			SUR	SURVI	\$61.38					
			VS1	VIS1		\$111.72				
			VS2	VIS2		\$76.30				
			VS3	VIS3		\$150.92				
Totals	\$ 8,194.16	\$ 387,000.27			\$ 48,696.93	\$ 75,566.54			\$ 56,951.11	\$ 5,469.75

Payroll 05/24/2024

-----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	34,138.16	27,780.40	0.00	1,214.80	5,142.96	4,459.84	5,298.14	24,380.18	
10-512 Finance	12,538.00	12,192.80	0.00	195.20	150.00	1141.17	1582.40	9,814.43	
10-521 Police Administration	31,036.80	30,336.80	0.00	0.00	700.00	5,656.03	5,847.60	19,533.17	
10-522 Police- Patrol	99,666.81	53,367.79	22,667.30	12,296.47	11,335.25	13,786.33	15,854.35	70,026.13	
10-523 Police- Investigation	21,892.90	16,520.64	1,994.25	1,728.96	1,649.05	4,860.71	3,756.55	13,275.64	
10-524 Police- Records	10,057.85	6,842.10	182.05	312.30	2,721.40	922.34	1,054.41	8,081.10	
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	6,463.07	4,235.20	1666.11	0.00	561.76	972.39	1058.00	4,432.68	
10-528 Police- Traffic	7,386.74	2452.00	0.00	0.00	4,934.74	608.40	702.37	6,075.97	
10-531 Development Services- Administration	30,702.18	26,810.24	0.00	1,396.16	2,495.78	3,597.46	5,478.41	21,626.31	
10-532 Development Services- Planning	3,600.55	1,704.40	191.75	1704.40	0.00	293.63	750.72	2,556.20	
10-533 Development Services- Neighborhood Preservation	5,635.68	2,352.24	0.00	499.66	2,783.78	336.80	649.69	4,649.19	
10-542 Development Services- Street Maintenance	19,004.76	15,514.36	764.05	1,416.35	1,310.00	2,315.34	1,672.46	15,016.96	
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	3,559.20	3,559.20	0.00	0.00	0.00	276.77	245.85	3,036.58	
10-551 Recreation Administration	45,784.45	38,622.93	0.00	1,384.30	5,777.22	5,649.58	6,343.68	33,791.19	
10-556 Recreation- Sports	16,175.55	0.00	0.00	190.36	15,985.19	606.60	790.37	14,778.58	
10-557 Special Classes									
TOTALS	\$353,041.39	\$245,475.90	\$27,465.51	\$22,338.96	\$57,761.02	\$45,991.10	\$51,356.40	\$255,693.89	
REGULAR INPUT: 125	MANUAL INPUT: 0	CHECK STUB COUNT: 0	DIRECT DEPOSIT STUB COUNT: 125						

BENEFITS & WITHHOLDINGS

	Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$42,120.67 \$37,143.29 \$4,977.38
State Taxes	Employee	\$14,213.11
ICMA	Employee	\$3,243.13
PD Association	Employee	\$1,416.56
LosAl Employees Assoc	Employee	\$420.00
Nationwide - Full Time	Employee	\$1,590.00
Nationwide - PT	Employee/ Employer	\$2,792.28 \$1,396.14 \$1,396.14
PERS Deferred Comp	Employee	\$1,480.76
PERS	Employee/ Employer	\$65,044.92 \$26,057.85 \$38,987.07
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		\$132,321.43 \$64,597.28 \$45,360.59

DEDUCTION GRAND TOTALS

DESC	-----EARNINGS-----		-----DEDUCTIONS-----			-----TAXES-----				
	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5371.51	\$245,475.90	125	I-125	\$671.09		FED W/H	\$ 309,930.51	\$ 32,165.91	
PTRG	1602.33	\$32,649.44	129	I-129	\$192.31		ST WH CA	\$ 309,930.51	\$ 14,213.11	
PHEO	94.50	\$2,932.24	AFP	AFLPT	\$167.22		MEDI	\$ 343,263.83	\$ 4,977.38	\$ 4,977.38
ABST	30.00	\$0.00	CMF	CLOAN	\$78.80					
OT	22.50	\$955.80	CS1	CS-C0	\$230.76					
OTS	276.33	\$25,938.75	DC2	DCPR	\$100.00					
STBY	6.00	\$570.96	DCI	DCICM	\$2,620.00					
MOT	0.00	\$392.93	DCM	DCICM		\$350.00				
CAR	0.00	\$750.00	DCN	DCNW	\$1,590.00					
PPHC	0.00	\$1,494.36	DCP	DCPRS	\$1,380.76					
MEDR	0.00	\$8,050.00	DD1	DPP01		\$346.50				
SPAS	0.00	\$2,293.24	DD2	DPP02		\$253.80				
SPSK	0.00	\$138.06	DD3	DPP03		\$634.50				
OCWD	0.00	\$250.00	DD4	DDMO1		\$38.55				
OCWE	0.00	\$160.00	DD5	DDMO2		\$55.56				
UNIF	0.00	\$225.00	DD6	DDMO3		\$102.75				
UNI2	0.00	\$75.00	DI%	DCI%	\$96.26					
FTO	0.00	\$160.70	DIS	DISAF	\$178.22					
ADML	28.00	\$1,734.96	DLI	DCLIC	\$176.87					
COMP	40.33	\$1,655.93	LEA	LAEAD	\$420.00					
EAU	54.00	\$3,264.24	LIF	LIFE	\$174.80					
EAA	24.00	\$0.00	LTD	A LTD	\$104.21					
COMA	47.50	\$0.00	MED	MDINS	\$8,939.25	\$28,745.59				
FLHO	20.00	\$1,267.29	PBB	PRSB	\$481.97					
SICK	140.50	\$5,015.41	PN1	PEPME	\$7,385.20					
VAC	103.67	\$4,983.21	PN2	PEPMR		\$7,318.51				
POST7	0.00	\$2,803.48	PN3	PEPSE	\$8,903.06					
POST8	0.00	\$386.57	PN4	PEPSR		\$8,767.10				
POVA	64.00	\$4,417.92	POS	POAS	\$1,416.56					
RTBS	0.00	\$5,000.00	PR0	PRM8	\$2,529.34					
			PR2	PRSMR		\$9,567.11				
			PR4	PRSSR		\$13,334.35				
			PR5	PRSB4	\$1,175.21					
			PR6	PRSAF	\$2,496.83					
			PR7	PRMB4	\$628.37					
			PR8	PRMAF	\$1,640.86					
			PR9	PRSCC	\$754.70					
			RTP	RT-PT	\$1,396.14	\$1,396.14				
			SUR	SURVI	\$62.31					
			VS1	VIS1		\$111.72				
			VS2	VIS2		\$76.30				
			VS3	VIS3		\$150.92				
Totals	\$ 7,925.17	\$ 353,041.39			\$ 45,991.10	\$ 71,249.40		\$ 51,356.40	\$ 4,977.38	

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11A

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

Presented By: Eleanor Granflor, Deputy City Clerk

Subject: Approval of Minutes

SUMMARY

Approve the Regular Meeting Minutes of May 20, 2024, and the Special Meeting Minutes of June 3, 2024.

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: 1. CC MINS 05-20-24
 2. CC MINS 06-03-24

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, May 20, 2024

1. CALL TO ORDER

The City Council met in Regular Session at 5:30 p.m., Monday, May 20, 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
Robert Acosta, Support Services Manager
Michael Claborn, Chief of Police
Craig Covey, OCFA Division Chief
Michael Daudt, City Attorney
Kain Gallagher, Police Captain
Eleanor Granflor, Deputy City Clerk
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Irving Montenegro, Jr., Development Services Manager
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Jennifer Sisoiev, Recreation Manager
Luke South, Police Captain
Chelsi Wilson, Administrative Services Manager

3. CLOSED SESSION

City Attorney Daudt read the items aloud.

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

RECESS

The City Council recessed into Closed Session at 5:30 p.m.

RECONVENE

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

City Attorney Daudt stated there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Council Member Murphy led the Pledge of Allegiance.

5. INVOCATION

Mayor Nefulda gave the Invocation.

6. PRESENTATIONS

A. Presentation from Elected Representatives to Los Alamitos Police Department in Recognition of National Police Week

Zechariah Jauregui, District Representative for Congresswoman Michelle Steel, Joe Peña, District Representative for the Office of Senator Janet Nguyen, and Michelle Schuetz, Senior Field Representative for Assemblyman Tri Ta, presented Certificates to Chief Claborn and the Los Alamitos Police Department. Representatives spoke briefly.

B. Presentation to Lina Lumme, of The Youth Center, in Recognition of Being Featured in the Mayor's Business Spotlight

Mayor Nefulda, Zechariah Jauregui, District Representative for Congresswoman Michelle Steel, and Michelle Schuetz, Senior Field Representative for Assemblyman Tri Ta presented a Certificate to Ms. Lumme. Ms. Lumme spoke briefly.

C. Presentation of Proclamation to the Public Works Team in Recognition of Public Works Week

Mayor Nefulda presented a Proclamation to the Los Alamitos Public Works Team. Ron Noda, Development Services Director, spoke briefly. Zechariah Jauregui, District Representative for Congresswoman Michelle Steel, and Michelle Schuetz, Senior Field Representative for Assemblyman Tri Ta presented a Certificate to the Public Works Team.

D. Presentation by Carlos Oregon, Board Member, of Working Wardrobes Regarding Services Available

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

E. Presentation by Irving Montenegro, Jr., Development Services Manager, Regarding MyLosAl App

Mr. Montenegro 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 Oral Communications.

Aaron Leal, representative of Alzheimer's Orange County, spoke regarding the programs offered by the organization.

Eric Franklin, United Pacific Services, questioned the Award of Bid for Tree Maintenance Services.

Dan Gallagher, Los Alamitos Community Foundation Board Member, read a letter for the record regarding concerns of Council Member Murphy requesting financial information from TNT Fireworks.

Mayor Nefulda closed 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 continuation of the Parklet Series – Party on Pine, and the Los Angeles County Sanitation District Project on Cerritos Avenue.

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.

City Manager Simmons spoke regarding the upcoming Summer Concert Series, the demolition of the LATV building, and commended the Public Works Team.

10. WARRANTS

A. Warrants (Finance)

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

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council ratified the Warrants from April 1, 2024 to April 30, 2024, for \$1,663,099.58

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 pulled item K.

Council Member Murphy pulled items F and G.

Motion/Second: Doby/Hibard

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

A. Approval of Minutes (Administration)

Approved the City Council Regular minutes of April 15, 2024 and the Adjourned Regular minutes of April 29, 2024.

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

This item facilitated the consideration of a draft Ordinance concerning noise standard exemptions associated with construction and property maintenance activities.

The City Council adopted 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)

This item facilitated the City's policy to consolidate the local election with the County of Orange.

The City Council:

1. Adopted 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. Adopted 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)

This item facilitated 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.

The City Council approved 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)

This item facilitated the Political Reform Act requirement for 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.

The City Council received and filed the 2024 Conflict of Interest Code Biennial Notice.

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

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

The City Council:

1. Approved the Request for Proposals (RFP) 2024-05 Animal Control and Sheltering Services; and,
2. Authorized 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)

This item facilitated the striping and pavement marking assist in maintaining safe and up-to-date standards that comply with current Federal and State guidelines.

The City Council:

1. Approved 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. Authorized Staff to advertise and solicit proposals.

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

This item facilitated minor amendments proposed to further clarify the Agreement and ensure the practices of the Board conform with the requirements of the Agreement.

The City Council authorized 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.

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.

The City Council:

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

The City Council authorized 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.

End of Consent Calendar

Items Pulled from Consent Calendar

F. City Council Travel and Reimbursement Policy (Administration)

This item facilitated the adoption of a Travel Policy specific to City Council and Appointed Officials.

Council and Staff discussed the definition of a local event and the approved list of organizations,

Motion/Second: Hasselbrink/Murphy

Unanimously Carried: The City Council adopted Revised Administrative Regulation 6.2 - City Council Travel and Reimbursement Policy.

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

This item facilitated City Council consideration is receipt of the Treasurer's Quarterly Investment Report.

Council and Staff discussed alternative investment portfolio, amortized cost, and market value.

Motion/Second: Hasselbrink /Doby

Unanimously Carried: The City Council adopted Revised Administrative Regulation 6.2 - City Council Travel and Reimbursement Policy.

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

This item facilitated Staff recommends awarding the bid to West Coast Arborists, Inc.(WCA) for the City's tree maintenance services.

Development Services Director Noda summarized the Staff report and answered questions from the City Council.

Council and Staff discussed the evaluation and award process.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

1. Awarded 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. Authorized 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. Authorized the City Manager to execute the contract with West Coast Arborists, Inc. in a form approved by the City Attorney.

13. PUBLIC HEARING

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

This item facilitated 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.

City Manager Simmons introduced the item.

Finance Director Koehler summarized the Staff report and provided a PowerPoint Presentation with overviews from each department. Staff answered questions from the City Council.

Mayor Nefulda opened the Public Hearing for comments.

Dean Grose, former Council Member, commended the staff in their work efforts to present the proposed budget in May. He stated support for ensuring continued funding for the replacement of radio communications within the Police Department.

Mayor Nefulda Closed the Public Hearing for comments.

Council and staff discussed the following:

- Reserve funding to replace the software system used by the Police Department
- Sales Tax Revenue in regards the possible change of Rossmoor Zip Code
- Credit card processing fees absorbed by the City
- Reimbursement for Police Department armored vehicle
- Asset forfeiture to fund a 26th sworn peace officer position

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

1. Reviewed, received, and filed 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. Conducted a Public Hearing on the Proposed Annual Operating Budget; and,
3. Adopted 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)

This item facilitated 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).

Finance Director Koehler 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 advertising Notary service for Veterans

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

1. Reviewed the Fiscal Year 2024-25 Master Fee Schedule Update, and;
2. Adopted 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. COUNCIL ANNOUNCEMENTS

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

Council Member Doby spoke regarding attendance at the Association of California Cities, Orange County (ACC-OC) Board of Directors meeting, tour of the Orange County (OC) Vibe in Anaheim, Orange County Council of Governments (OCCOG) Board meeting, ACC-OC Leadership Summit, and the Art with Heart Gala hosted by the Casa Youth Shelter.

Council Member Hibard spoke regarding speaking with residents in Apartment Row, attendance at the Chamber of Commerce Luncheon, the Regional Affairs Military Committee (RMAC) meeting at the Joint Forces Training Base, We Care Fundraiser, National Day of Prayer event at Cottonwood Church, and the ACC-OC Inspection at the Colorado River Aqueduct. Council Member Hibard also spoke in remembrance of her neighbor, a World War II Veteran.

Council Member Murphy spoke regarding attendance at We Care Fundraiser, Chamber of Commerce Luncheon, Senior Prom, ACC-OC Leadership Summit, and Casa Youth Shelter's Art with Heart Gala.

Mayor Pro Tem Hasselbrink commended the new Los Alamitos Canine, and spoke regarding attendance at the ACC-OC Leadership Summit, We Care Fundraiser, Defense Leadership Summit, Casa Youth Shelter's Art with Heart Gala, and met with Congressman Michelle Steel's office regarding funding for Orange County Fire Authority's (OCFA) remodel of Station 2.

Mayor Nefulda spoke regarding attendance at the Southern California Association of Governments (SCAG) Conference, and thanked City staff for all their hard work.

15. ADJOURNMENT

The City Council adjourned at 9:16 p.m. to Monday, June 24, 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

SPECIAL MEETING Monday, June 3, 2024

1. CALL TO ORDER

The City Council met in Special Session at 5:01 p.m., Monday, June 3, 2024, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Nefulda presiding.

2. ROLL CALL

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

Absent: Council Members: Hibard, Murphy

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

3. 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.

4. SPECIAL ORDERS OF THE DAY

A. Emergency Gas Line Repair – Police Department (Development Services)

The gas line to the Police Department building is damaged and was reported to be leaking. This item recommends immediate actions to begin repairs of the gas line that feeds the Police Department and the City's emergency generator.

City Manager Simmons summarized the Staff report and answered questions from the City Council regarding the Public Works contracts requirements within the City Charter and the need for emergency repairs, the potential for an upcoming Charter amendment to address the Public Works threshold, and the estimated timeline for project completion.

Motion/Second: Doby/Hasselbrink

Carried 3/0 (Hibard and Murphy absent): The City Council adopted Resolution No. 2024-20 deeming the Police Department gas line repairs an urgent necessity and authorized the City Manager to execute a contract for the necessary repairs in a form to be approved by the City Attorney in a total amount not to exceed \$100,000.

ROLL CALL

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

5. CLOSED SESSION

City Attorney Daudt read the item aloud.

A. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to paragraphs (2) and (3) of subdivision (d) of Government Code Section 54956.9: 1 potential case.

Mayor Nefulda and Staff discussed the idea of waiting for all Council Members to be present, and pushed the item off.

6. ADJOURNMENT

The City Council adjourned at 5:11 p.m. to Monday, June 24, 2024, at 6:00 p.m.

Attest:

Jordan B. Nefulda, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11B

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

Presented By: Ron Noda, Development Services Director

Subject: Los Alamitos Museum Association: Proposed Schedule, Yearly Recap, and Budget

SUMMARY

This Los Alamitos Museum Association's proposed schedule, yearly recap, and budget for the 2024-2025 Fiscal Year are being provided to the City Council for approval.

RECOMMENDATION

1. Approve the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2024-2025; and,
2. Authorize the City Manager and/or his designee to approve any change to the schedule, activity plan, and budget.

BACKGROUND

The City of Los Alamitos took over ownership of the Los Alamitos Museum (formerly the Los Alamitos Fire Station) from the County of Orange by resolution on July 3, 1974, and by Grant Deed on July 8, 1976. The Los Alamitos Museum property is owned by the City and granted by the County of Orange as long as the property is used for "public museum or recreational purposes for the free and beneficial use of all County residents."

The City entered into an agreement with the Los Alamitos Museum Association on July 28, 1975, to collect, preserve, and exhibit historical, cultural, and other related materials in the community and to provide recreational programs in historical and cultural development for residents of the City and the County of Orange.

DISCUSSION

Schedule, Activities, and Budget

As part of the agreement with the Los Alamitos Museum Association, the Museum is required to provide the City with a proposed schedule, activity plan, and budget for the upcoming fiscal year. Attachment 1 shows a recap of Fiscal Year 2023-2024 and information about the Los Alamitos Museum Association. Attachment 2 shows the Museum Association's proposed calendar of events for Fiscal Year 2024-2025 which includes tours of the Museum on Tuesdays, Thursdays, and Sundays from 2:00 p.m. to 4:00 p.m., highlighting the 1900s period clothing display, water tower upgrade, and mounted police display.

The proposed 2024-2025 Museum budget is \$6,000. The Museum's income is from fundraisers, donations, membership programs, and grants.

The museum's Grand Reopening was held on June 23, 2024. The community was invited to attend and view the enhancements made to the Museum, which included new interior paint and polished floors that are painted firehouse red as a nod to the building's history.

FISCAL IMPACT

According to the agreement between the City of Los Alamitos and the Los Alamitos Museum Association, the City owns the building that houses the Los Alamitos Museum and provides maintenance repairs and janitorial services once every two weeks. All repairs and maintenance are funded from the Development Services Department budget. Sufficient funding exists in the Fiscal Year 2024-2025 budget.

- Attachment:
1. Los Alamitos Museum Association - 2023-2024 Yearly Report and 2024-2025 Budget
 2. Los Alamitos Museum Association - 2024-2025 Proposed Calendar of Events

LOS ALAMITOS MUSEUM
YEARLY REPORT/ RECAP OF 2024/2025
April 25, 2024

HISTORY:

July 28, 1975, the City of Los Alamitos entered into an agreement with the Los Alamitos Museum, a 501 3 (c) non-profit corporation ID # 95-3025418, for the purpose of collecting, preserving, and exhibiting historical, cultural, and other related materials for the community.

GOVERNANCE: Governing board consists of the,

- Executive Board—President, Vice President, Treasurer, Recording Secretary and Corresponding Secretary.
- Trustees— Program, Docent, Publicity, History Book/Scrapbook, Hall of Fame/Media Room, and Display Chairpersons.

BUDGET: Proposed Budget for 2024/2025 is \$6,000.00

INCOME:

The Museum's income is from fundraisers, donations, Membership Program, and grants. The Los Alamitos Museum has been the recipient of a yearly Grant from the Rossmoor Women's Club. For the past five years, The Finest Annual Trout Tournament Non-profit Organization has granted \$1,500. Both have indicated these grants will continue. These grants help continue the Museum's service to the community.

OPERATIONS: The Museum is an all-volunteer organization with no paid staff.

CAPITAL IMPROVEMNTS:

In 2003 the Museum upgraded the electrical system in the building to bring it into code and provide safety for the building with a cost to the Museum of \$4,325. The Museum has over the years paid for these types of Capital Improvements.

In 2006 the Museum and the City of Los Alamitos jointly installed Central Heat and Air Conditioning in the Museum building at a cost of \$5,900 each.

December 2023, the Museum was closed. All items from the display cases were packed, labeled, and stored in large containers in the parking lot.

The city of Los Alamitos Public Works Crew removed the old carpet (30 years old), the concrete floor was repaired and painted. The walls have been painted. The Museum now has a fresh upgraded look. The display cases have been put back in place, cleaned and the artifacts have been replaced in each case. We will have a Grand Opening June 23, 2024.

Attached is a list of items that the Museum Trustees have purchased over the years to enhance the Museum.

ATTENDANCE:

- The Museum is open to the public, free of charge, from 2:00 pm to 4:00 pm every Tuesday, Thursday, and Sunday. Approximately 2,000 guest visit per year during the regular hours.

- December 2023 the Museum was closed to the public for repairs.
- Museum is reopening May 2023.
- The number of programs each year vary, consequently attendance varies each year.
- Over two hundred children visit on appointment tours from the Boy Scouts, Girl Scouts, and the local schools. Many fourth grade classes usually attend as part of their California Studies History Class.
- Additional tours are available for individuals, clubs, and organizations by appointment.
- The Museum is open for any City meeting that scheduling will allow.
- The Museum hosts approximately 2,000 visitors per year including the visitors on our regular open schedule, our scheduled events and visits from school students and service club members.

STRATEGIC PLAN: UPDATE

A facilitated Strategic Planning meeting has was held to plan for future programs and events. Mission and Vision statements were agreed to as follows:

Mission Statement

“Increase the knowledge of the Los Alamitos Museum’s presence in this and surrounding communities by promoting our facility, programs and educational opportunities.”

Vision Statement

“To preserve and perpetuate the cultural and historical heritage of our community.”

Specific goals were identified to address our strengths and weaknesses. Areas of concern were:

- Increase Membership-**Accomplished with 2023/2024 Membership program**
- Volunteer opportunities for public including Students-**Accomplished with the involvement with Serve Los Al Non-Profit organization.**
- Expanding educational programs –**On going.**
- Increased Publicity-**Accomplished with the addition of e-mail list to send event announcements, Constant Contacts and updated website.**
- Exhibit update- **New exhibits are put in place on a regular basis.**

DISPLAYS & OUTREACH:

The Museum Board of Trustees have put together a mobile display of our Community History and have taken this display along with our promotional information to past Sugar Beet Festivals and Bixby Ranch Festivals. It is our goal to bring the Museum to as many people and venues as possible. We plan to secure space at the newly developed Pine Street events.

FUTURE OF THE MUSEUM:

The Museum Board of Trustees and Docents are volunteers dedicated to continuing to provide this community with the values in our Mission and Vision Statements. We will continue to

update our displays and provide interesting programs in the future. We will continue to be collecting oral interviews to collect memories from long- time residents of Los Alamitos. We feel this will add another dimension to the Los Alamitos Museum.

2023/2024 HIGHLIGHTS:

The gift of period 1900 clothing, spinning wheel and assorted household items from a community member has enabled the Museum Board of Trustees and Docent the opportunity to create a corner dedicated to the 1900 period in our history.

The iconic Water Tower was improved with a clock on the Los Alamitos Boulevard side of the tower. The City of Los Alamitos generously purchased the clock.

Open house to promote the period clothing display was postponed due to Covid-19 but this display will now be highlighted in 2024, along with the updated Mounted Police.

A Grand Reopening will be held June 23, 2024, with the community and special guests invited.

Respectfully submitted,

Marilynn Poe
Vice President
Los Alamitos Museum Association, Inc.

Proposed 2024/2025 Budget

INCOME: CATEGORY	PROJECTED AMOUNT
Fundraisers	600.00
Grants	3,562.00
Donation Box	130.00
Membership	1,708.00
Total Projected Income	\$6,000.00

DISBURSMENTS

CATEGORY	PROJECTED AMOUNT
Business Expense	
Facility & Equipment	550.00
Operations/Insurance	1,600.00
Fundraising/Program Expenses	1,970.00
Total Projected Disbursements	\$4,120.00

APPROVED BY: Board of Trustees

DATE: 2/28/2024.

SAMPLE OF ITEMS PURCHASED FOR THE MUSEUM OR ITEMS INSTALLED AT THE
MUSEUM AT THE COST OF THE MUSEUM ASSOCIATION:

In 1976, when the Los Alamitos Museum Association was given the use of the building for a museum, the building was EMPTY!

The Museum Board of Directors facilitated the installation of (partial list):

1. ALL DISPLAY CASES
2. 2 LONG TABLES
3. CHAIRS WERE DONATED
4. 1999- CHAIR RACK FOR CHAIR STORAGE=\$200.00
5. 2 COMPUTERS (NEW ONE THIS YEAR), 3 PRINTERS (NEW ONE THIS YEAR)
6. 1 DVR TO DISC RECORDER
7. 2003-UPGRADE OF ELECTRICAL SYSTEM=\$4,325
8. 2005- SOUND SYSTEM
9. 2006-1/2 OF COST OF AIR & HEAT SYSTEM=\$5,900
10. KITCHEN:
 - a. 1998- LOWER CABINETS ON SOUTHWALL=\$361.73 (installation volunteered)
 - b. MARCH 2008- STOVE & HOOD=\$1234.98
 - c. APRIL 2009- NEW REFRIGERATOR=\$1200
 - d. 2015 NEW KITCHEN SINK FAUCET, DISPOSAL & \$500 DISHWASHER
11. 6/2016 REPAIR OF AC UNIT \$500+ (we did not dare ask for help from City)
12. 10/2017 - 8 WHITE ROUND TABLES WITH CARRIER=\$1,000
13. 1/2018 A NEW SOUND SYSTEM=\$1,000
14. 5/2018 NEW WINDOW COVERINGS FOR 6 WINDOWS=\$1,200
15. 3/2021 4 GALLONS OF ENAMEL PAINT FOR WATER TOWER=\$ 200
16. STAND FOR SADDLE=\$140

Date & Time	Event/Activity	Description	Type of Event	Cost to Produce
Tuesday, Thursday and Sunday (except holidays) 2-4pm	Museum open to public	Docent-guided tours, special interest and research	Cultural and Historic Activity	\$0
By Appointment	Museum Scheduled Tours	Museum available by appointment for group tours	Education Activity	\$0
3rd Sunday of February, April, July 2-4pm	Open House or additional program if needed	Highlight new exhibits with owner or organizer present for Q&A	Cultural & Historic Activity	\$0
Fourth Tuesday of each month 6pm	Board of Trustees Monthly Meeting	Meeting to conduct business of Los Alamitos Museum, Inc.	Museum Business Activity	\$0
Saturday, February 17, 2024 10am-noon	Budget & Program Workshop	Board of Trustees develop FY2023/2024 Plan	Strategic Planning Activity	\$0
Sunday, February 18, 2024 2-4pm Canceled Due to Rain	Academy Awards Movie Day Los Alamitos Museum	Movie Classics shown popcorn & sodas	Cultural Event	\$100 (Fundraising)
Tuesday, March 5, 2024 2pm Canceled to 2025	Honored Citizen Award Ceremony	Los Alamitos Museum annually solicit names of community members and/or organizations that have enriched our community	Community Recognition Event	\$400 (Program)
Thursday, May 16, 2024 Noon	Public Works Appreciation Lunch	Lunch recognizing Los Alamitos Public Works Staff	Community Recognition	\$350 (Program)
Thursday, June 6, 2024 5:30pm	Docent Recognition Dinner	Thank you for Volunteer Docents Museum Board of Trustees Installation	Community Recognition	\$400 (Program)
Sunday, June 23, 2024 2:00pm	Reopening of the Museum	After 6 month closure for repairs	Cultural Event	\$200
Sunday, October 20, 2024 2:00pm	Paranormal Event	Museum Event	Cultural & Historic	(Fundraising) \$5.00 per ticket
Thursday, November 14, 2024 7:00pm	Cake Decorating Class		Cultural	Fundraising-\$45 per ticket

Saturday, December 7, 2024	Board of Trustees Breakfast	Thank you Board of Trustees	Board Recognition	\$100
10:00am				Recogniton
Saturday, February 15, 2025	Budget & Program	Board of Trustees Develop	Strategic Planning Activity	\$0
10am to noon	Workshop	FY 2025-2026 Plan		
Sunday, March 2, 2025	Academy Awards Movie Day Los Alamitos Museum	Movie Classic is shown Popcorn & soda	Cultural Event	\$100 (Fundraising)
2:00pm				
Sunday, March 16, 2025	Honored Citizen	Los Alamitos Museum annually	Community Recognition Event	\$400
2:00pm	Award Ceremony	solicit names of community members and/or organizations that have enriched our community		
May, April 15, 2025	Public Works	Lunch recognizing Public Works	Community Recognition	\$350
Noon	Appreciation Lunch	Staff		Program
May, 13/2025	Public Works	Lunch recognizing Los	Community Recognition	\$350
Noon	Appreciation Lunch	Alamitos Public Works Staff		(Program)
Thursday, June 5, 2025	Docent Recognition Dinner	Thank you for Volunteer Docents Museum Board of Trustees Installation	Community Recognition	\$400 (Program)
5:30pm				

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11C

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

Presented By: Craig Koehler, Director of Finance

Subject: Annual Appropriations Limit For Fiscal Year 2024-25

SUMMARY

Article XIII B of the California Constitution specifies the amount of allowable revenue the City of Los Alamitos can appropriate from the proceeds of taxes.

RECOMMENDATION

Adopt Resolution No. 2024-21, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25."

BACKGROUND

Article XIII B of the California Constitution was added by the November 1979 passage of the Gann Initiative. For State and local governments, this legislation mandated that the total annual appropriations subject to the limitation, shall not exceed the prior year Appropriations Limit, adjusted for the change in cost of living and population, except as otherwise provided in that article. The Gann Initiative is implemented by Section 7900 et. seq. of the California Government Code. Section 7910 provides that the governing body of each jurisdiction shall annually establish its Appropriations Limit by resolution.

DISCUSSION

The Appropriations Limit is calculated by determining appropriations financed by proceeds of taxes in the 1978/79 base year and adjusting the limit each subsequent year for changes in the cost of living and population. This Appropriation Limit is the maximum limit of proceeds from taxes the City may collect or spend each year. Appropriations financed by proceeds of taxes are limited to actual revenues collected if they are lower than the limit. The Appropriations Limit may be amended at any time during the fiscal year to reflect new data.

The cost of living adjustment may be based upon the changes in the California per capita personal income or the percentage change in the local assessment roll from the preceding year due to the addition of local nonresidential new construction. The population adjustment may be based on the changes in the City population or population growth within the County (Exhibit B).

Finance has calculated the Fiscal Year 2024-25 Appropriations Limit utilizing the percentage growth in the California Per Capita Income and the change in the County of Orange's

population. The Fiscal Year 2024-25 Appropriations Limit is calculated to be \$25,957,898. The projected proceeds from taxes for Fiscal Year 2024-25 are \$20,013,542, which is \$5,944,356 or 23% below the appropriation's limitation.

FISCAL IMPACT

There is no fiscal impact associated with this report.

- Attachment:
1. Resolution No. 2024-21 - Fiscal Year 2024-25 Appropriations Limit
 2. Exhibit A - Fiscal Year 2024-25 Calculations
 3. Exhibit B - Department of Finance, Price Factor and Population (April 2024)

RESOLUTION NO. 2024-25

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND
ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2024-25**

WHEREAS, on November 6, 1979, the voters of California added Article XIII to the State Constitution placing limitations on the appropriations of State and local government; and,

WHEREAS, Article XIII B was amended by the voters in November 1990 through the passage of Proposition 111; and,

WHEREAS, Article XIII B requires the City Council to select population and inflation factors for the year's appropriation limit calculation.

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

SECTION 1. That the Fiscal Year 2024-25 appropriation limitation shall be \$25,957,898 as documented in Exhibit A.

SECTION 2. That the inflation factor being utilized to determine the 2024-25 appropriation limit is the percentage change in California per capita personal income.

SECTION 3. That the population factor being utilized to calculate the 2024-25 appropriation limit is the County of Orange population growth.

SECTION 4. 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 24th day of June, 2024.

Jordan B. Nefulda, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of June, 2024, by the following vote to wit:

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

Windmera Quintanar, CMC, City Clerk

**APPROPRIATIONS LIMIT CALCUALTION
FISCAL YEAR 2024-25**

Previous Appropriations Limit (2022-23)	\$25,536,239
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Adjustment Factors:

Change in Population - County/City	0.9810
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Change in Per Capita Income	1.0362
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Total Adjustment Factor	1.0165
-------------------------	--------

Appropriations Limit for Fiscal Year 2023-24	\$25,957,898
---	---------------------

Proceeds from Taxes	\$20,013,542
---------------------	--------------

Minus Exclusions	-
------------------	---

Appropriations Subject to Limit	\$20,013,542
---------------------------------	--------------

Appropriations Over (Under) Limit	<u>(\$5,944,356)</u>
--	-----------------------------

2024-25 Proceeds from Taxes

Property Taxes	\$5,436,347
----------------	-------------

Sales and Use Taxes	3,702,715
---------------------	-----------

Measure Y Local Sales taxes	6,088,000
-----------------------------	-----------

Other Taxes	2,913,000
-------------	-----------

Business Licenses	1,123,480
-------------------	-----------

Interest from Investments	750,000
---------------------------	---------

Total	<u>\$20,013,542</u>
--------------	----------------------------

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. [California Revenue and Taxation Code section 2228](#) provides additional information regarding the appropriations limit. [Article XIII B, section 9\(C\) of the California Constitution](#) exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

May 2024

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent

Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: $1.0362 \times 1.0017 = 1.0379$

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	23-24	1-1-23	1-1-24	1-1-24
Orange				
Aliso Viejo	-0.43	50,284	50,068	50,068
Anaheim	0.29	339,105	340,090	340,160
Brea	-0.34	47,886	47,725	47,725
Buena Park	0.07	82,632	82,689	82,689
Costa Mesa	-0.31	109,765	109,423	109,423
Cypress	0.11	49,291	49,345	49,345
Dana Point	-0.38	32,721	32,596	32,596
Fountain Valley	0.18	56,233	56,333	56,333
Fullerton	-0.32	140,756	140,311	140,311
Garden Grove	1.17	169,024	171,002	171,024
Huntington Beach	-0.30	193,078	192,503	192,503
Irvine	0.97	311,537	314,550	314,550
Laguna Beach	0.07	22,433	22,449	22,449
Laguna Hills	-0.42	30,442	30,315	30,315
Laguna Niguel	0.67	63,865	64,291	64,291
Laguna Woods	-0.43	17,222	17,148	17,148
La Habra	-0.21	61,028	60,901	60,901
Lake Forest	0.70	86,311	86,917	86,917
La Palma	-0.40	15,131	15,071	15,071
Los Alamitos	-0.19	11,970	11,947	11,947
Mission Viejo	0.09	91,221	91,304	91,304
Newport Beach	-0.35	82,707	82,419	82,419
Orange	-0.16	138,842	138,621	138,621
Placentia	0.08	52,182	52,226	52,226
Rancho Santa Margarita	-0.43	46,507	46,305	46,305
San Clemente	-0.29	62,481	62,297	62,297
San Juan Capistrano	1.05	34,627	34,992	34,992
Santa Ana	0.89	308,041	310,797	310,797
Seal Beach	-0.37	24,200	24,110	24,350
Stanton	3.55	38,914	40,297	40,297
Tustin	0.42	78,515	78,844	78,844
Villa Park	-0.19	5,716	5,705	5,705
Westminster	0.10	89,400	89,490	89,490
Yorba Linda	-0.27	66,268	66,087	66,087
Unincorporated	0.72	130,381	131,325	131,335
County Total	0.31	3,140,716	3,150,493	3,150,835

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11D

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

Presented By: Craig Koehler, Director of Finance

Subject: Annual Comprehensive Financial Report for June 30, 2023.

SUMMARY

For the Council's consideration, receiving the fiscal year 2022-23 audit reports is required.

RECOMMENDATION

Receive and file the fiscal year 2022-23 audit reports.

BACKGROUND

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

The Fiscal Year 2022-23 audit reports were reviewed by the Budget Standing Committee at a Special Meeting on June 11.

DISCUSSION

The Government Finance Officers Association (GFOA) awarded the City a Certificate of Achievement for Excellence in Financial Reporting for its annual comprehensive financial report (ACFR) (formerly CAFR) for the fiscal year ending June 30, 2021.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting. The award is valid for a period of one year only. Staff believes the current fiscal year 2022-23 ACFR continues to meet the award program's requirements and will be submitted again to the GFOA.

This is the first year that Rogers, Anderson, Malody & Scott (RAMS) has audited the City's financial records. The change was due to reporting discrepancies by the former auditor. As such, this year's audit was more robust and required additional time. Additional levels of review were also performed, including a review by the firm's partners.

The resulting audit report, the Annual Comprehensive Financial Report (ACFR), is attached,

along with the accompanying letters: Auditor's Management Comment Letter, Report on Internal Controls, GANN Compliance, and Communication SAAS 114, which includes the City Management's Representation Letter.

Management Comment Letter

As noted by the auditor, in some instances, the client-prepared journal entries lacked documentation when they were prepared and approved. Currently, the face of the journal entry has a printed date when it is prepared and is initialed by both the preparer and the Director upon approval. A system-generated report with the date the entry is prepared is also attached to the journal entry as a backup. A revised procedure will incorporate handwritten dates and applicable signatures on the journal entry cover page as recommended.

Report on Internal Controls

Findings 2023-001 - 2023-004

See management responses included with the letter.

FISCAL IMPACT

None.

- Attachment:
1. Annual Comprehensive Financial Report (ACFR) - Fiscal Year Ended June 30, 2023
 2. RAMS Comment Letter to the Management of Los Alamitos
 3. RAMS Report on Internal Controls - Government Auditing Standard (GAGAS) - Los Alamitos
 4. RAMS Independent Accountant's Report - GANN Appropriations Limit - Los Alamitos
 5. RAMS Statement of Auditing Standards (SAS 114) - Los Alamitos

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

FISCAL YEAR ENDED JUNE 30, 2023



My City  My Los Al

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City of Los Alamitos

Los Alamitos, California

Annual Comprehensive Financial Report

For the Fiscal Year Ended June 30, 2023

Prepared by the
Finance Department of Los Alamitos

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May 8, 2024

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

It is my pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of Los Alamitos (the City) for the fiscal year ended June 30, 2023.

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

The City's financial statements have been audited by Rogers, Anderson, Malody & Scott, LLP, a firm of certified public accountants. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion on the City's financial statements for the fiscal year ended June 30, 2023. The independent auditor's report is presented as the first component of the financial section of this report.

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

City of Los Alamitos Profile

The City of Los Alamitos, which has a population of 11,535, is 4.3 square miles and is in the northwest of Orange County. The City is strategically located in Southern California, 30 miles from downtown Los Angeles and 10 miles from Anaheim. The City is 10 miles northeast of the seaport terminal of Long Beach, and 13 miles northeast of the Port of Los Angeles. Neighboring communities include Long Beach, Seal Beach, Cypress, and Garden Grove.

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

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

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

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

Economic Outlook

Inflation remains a crucial factor as we transition into Fiscal Year 2023-24, affecting financial markets, consumer buying power, and housing costs. The U.S Treasury has made key adjustments to increase the federal funds rate, now at 5.33% as of November 17, 2023. An economic slowdown predicted at the end of 2022 has not yet transpired. As such, the City is anticipating standard growth patterns for the balance of 2023, and at the same time, keeping a careful watch on any significant shifts in the U.S. economy.

The Fiscal Year 2023-24 annual operating budget is balanced with operating revenues of \$23,192,066 and operating expenditures of \$22,679,208, resulting in an estimated surplus of \$512,858. General fund balance reserves are projected to be \$20,966,025 on June 30, 2024. The City Council reviews its Fund Balance Policy once the books have been closed for the prior year. The current reserve includes \$3,400,000 for CalPERS reserves and \$500,000 for other post-employment benefits (OPEB).

Long-Term Financial Planning and Major Initiatives

A report was taken to the Council in November 2022 for a plan to pay down the PERS unfunded liability. Council adopted Resolution 2022-33, adopting the PERS Unfunded Accrued Liability Pay-Down Funding Policy. The policy establishes directives for an Additional Discretionary Payment (ADP) of at least \$260,000 to address the City's current PERS Unfunded Actuarial (UAL) and includes the same \$260,000 in subsequent budgets.

Additionally, 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 support the already directed \$260,000 annual payment. Any change to or rescission of this policy would require an action approved by the City Council during a public hearing and a finding of extreme financial danger to the City's infrastructure or public safety.

In November 2023, the City Council approved funding a Section 115 Trust with monthly installments of \$50,000, to reduce the City's PERS UAL further. Payments to fund the trust will be offset by an equal reduction to the City's CalPERS Reserve. The approved policies will allow the City to fund 100% of the unfunded portion of the pension liability (UAL) within 12 years, or less. This undertaking will be reported annually so the Council can monitor the plan's progress and make adjustments as the plan progresses.

The proposed Capital Improvement Plan for FY23-24 is once again aggressive and exceeds FY22-23, which was \$4.2 million. Many facility-type projects were formerly funded through department-line expenditures and are now included as capital projects to improve tracking and reporting. FY23-24 CIP is projected to be \$8,012,000.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded the City a Certificate of Achievement for Excellence in Financial Reporting for its annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2022. The City received this award for publishing an easily readable and efficiently organized ACFR that satisfied both GAAP and applicable legal requirements.

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

The preparation and publication of this report would not have been possible without the dedication, professionalism, and teamwork of the entire staff of the Finance Department. The City Council has continued to extend its support to the Finance Department in the planning of responsible and progressive financial operations. We would like to thank

the Mayor and the City Council for their continued support in maintaining the highest standards of professionalism in managing the City's finances.

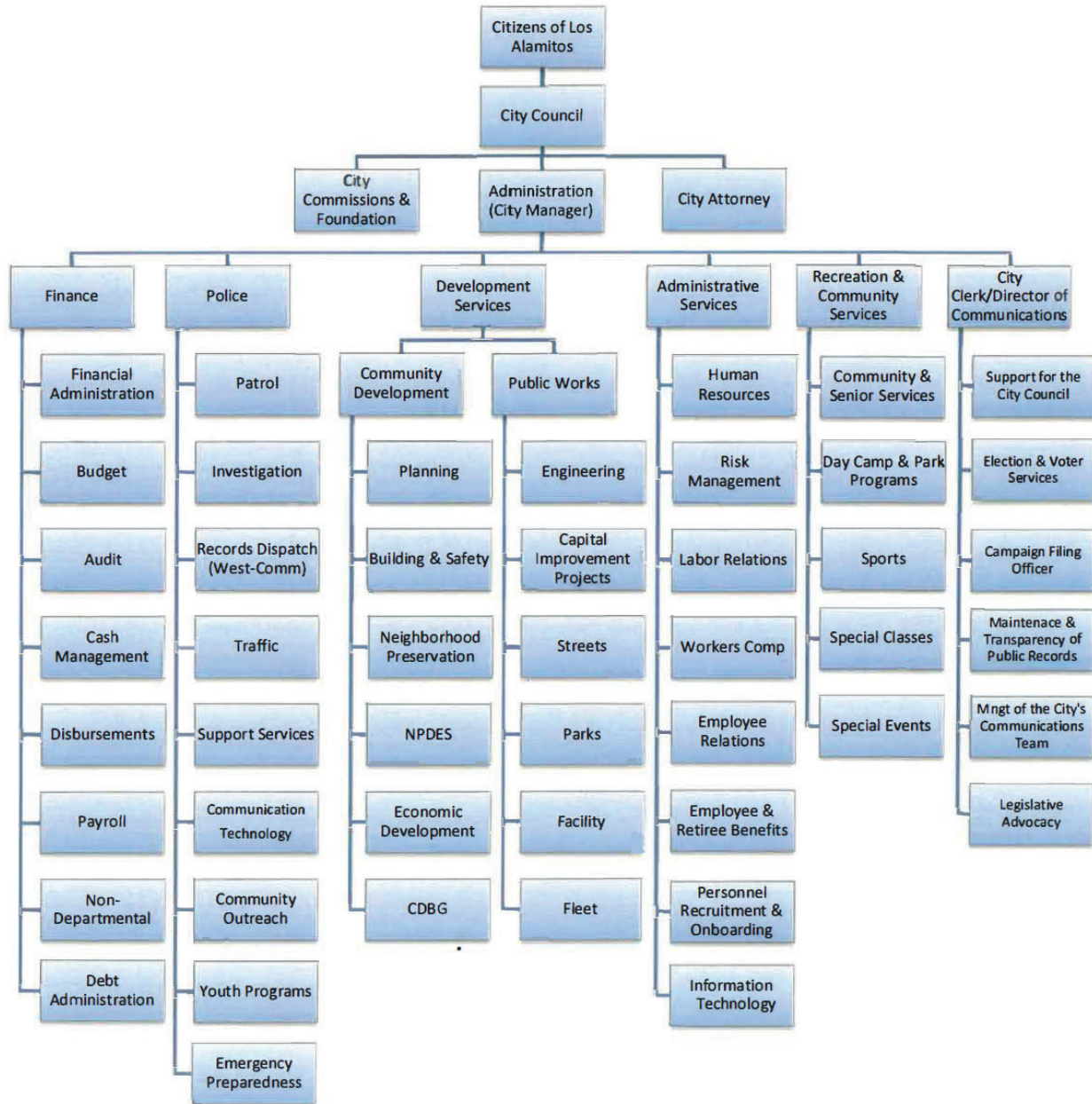
Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Craig Koehler', written over a horizontal line.

Craig Koehler
Finance Director, City Treasurer

CITY OF LOS ALAMITOS

Organization



City of Los Alamitos

List of Principal Officials

June 30, 2023

City Council

Mayor
Mayor Pro Tem
Council Member
Council Member
Council Member

Tanya Doby
Jordan Nefulda
Shelley Hasselbrink
Emily Hibard
Trisha Murphy

Appointed Officials

City Manager
City Attorney
City Clerk

Chet Simmons
Michael S. Daudt
Windmera Quintanar

Executive Management

City Engineer
Administrative Services Manager
Finance Director
Recreation and Community Services Director
Development Services Director
Chief of Police

Chris Kelley
Chelsi Wilson
Craig Koehler
Emeline Noda
Ron Noda
Michael Claborn



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Los Alamitos
California**

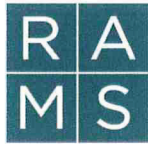
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO

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Independent Auditor's Report

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

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of City of Los Alamitos, California (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of the City, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and the nonmajor fund budgetary comparison schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information referred to above is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Report

Management is responsible for the other information included in the annual report. The other information comprises the letter of transmittal and the statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 8, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
May 8, 2024

**Management's Discussion and Analysis
For the Year Ended June 30, 2023**

The management of the City of Los Alamitos ("City") offers readers of the City's financial statements this narrative overview and analysis of the City's financial activities for the fiscal year ended June 30, 2023. We encourage readers to consider the information presented here in conjunction with additional information that is provided in our letter of transmittal, which can be found in the introductory section of this report and with the City's financial statements. The presentation of the City's financial data in this analysis and statements will differ from the City's budget, in that the analysis and statements are required to follow the Generally Accepted Accounting Principles (GAAP), whereas the City's budget is an operational financial plan for the upcoming fiscal year.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

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

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

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

**Management's Discussion and Analysis
For the Year Ended June 30, 2023**

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

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

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

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

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

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

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

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

City of Los Alamitos

Management's Discussion and Analysis For the Year Ended June 30, 2023

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

Government-wide Financial Analysis

The tables below focus on the net position and changes in net position of the City's governmental activities.

CITY OF LOS ALAMITOS		
Net Position		
	Governmental Activities	
	2023	2022
Current and other assets	\$ 28,476,201	\$ 23,872,535
Capital assets	22,556,719	19,871,393
Total assets	51,032,920	43,743,928
Deferred outflows of resources	13,079,352	11,377,136
Current liabilities	6,802,935	3,002,887
Noncurrent liabilities:		
Long-term debt	4,022,074	3,767,244
Total pension liability	25,577,351	14,540,568
Total OPEB liability	5,307,449	6,356,967
Total liabilities	41,709,809	27,667,666
Deferred inflows of resources	4,912,541	13,752,394
Net position:		
Net investment in capital assets	17,439,434	16,544,999
Restricted	1,949,699	2,353,211
Unrestricted	(1,899,211)	(5,197,206)
Total net position	\$ 17,489,922	\$ 13,701,004

The City's assets and deferred outflows exceeded liabilities and deferred inflows by \$17,489,922 as of June 30, 2023, an increase of \$3,788,918 from June 30, 2022.

The largest portion of the City's net position reflects its investment in capital assets (i.e., land, buildings, machinery, equipment and infrastructure), net of any related debt that is still outstanding used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Unrestricted net position had a deficit balance of \$1,899,211 million as of June 30, 2023, which relates to the City's net pension liability and OPEB liability.

City of Los Alamitos

Management's Discussion and Analysis For the Year Ended June 30, 2023

The City has set-aside \$3.4 million for its unfunded pension liability and \$500,000 for its OPEB liability. However, since these funds are not held in an irrevocable trust the net pension liability has not been reduced to account for these funds that have been set aside. A condensed summary of activities for the period ended June 30, 2023, and the prior fiscal year is illustrated in the table below.

CITY OF LOS ALAMITOS		
Changes in Net Position		
	Governmental Activities 2023	2022
Revenues		
Program revenues:		
Charges for services	\$ 2,493,433	\$ 2,340,283
Operating grants and contributions	1,071,181	676,663
Capital grants and contributions	263,947	308,236
General revenues:		
Taxes:		
Property taxes	5,067,346	4,731,563
Utility users tax	2,307,629	2,122,966
Transit occupancy tax	634,856	522,187
Sales taxes	10,718,253	9,670,952
Franchise fees	861,364	1,070,638
Business license tax	630,887	728,490
Other taxes	671,064	639,883
Investment income	(131,935)	(665,298)
Other	131,111	83,209
Total revenues	24,719,136	22,229,772
Expenses		
General government	3,616,887	2,547,884
Public safety	8,823,526	6,382,127
Community development	2,121,209	1,343,945
Recreation and community services	2,808,658	2,043,092
Public works	3,333,005	3,225,592
Interest on long-term debt	226,933	138,286
Total expenditures	20,930,218	15,680,926
Change in net position	3,788,918	6,548,846
Net position, beginning, as restated	13,701,004	7,152,158
Net position, ending	\$ 17,489,922	\$ 13,701,004

Management's Discussion and Analysis
For the Year Ended June 30, 2023

Governmental Activities. Governmental activities increased the City's net position by \$3,788,918 compared to a net increase of \$6,548,846 in the prior year. Key elements of this year's activity in relation to the prior year are as follows:

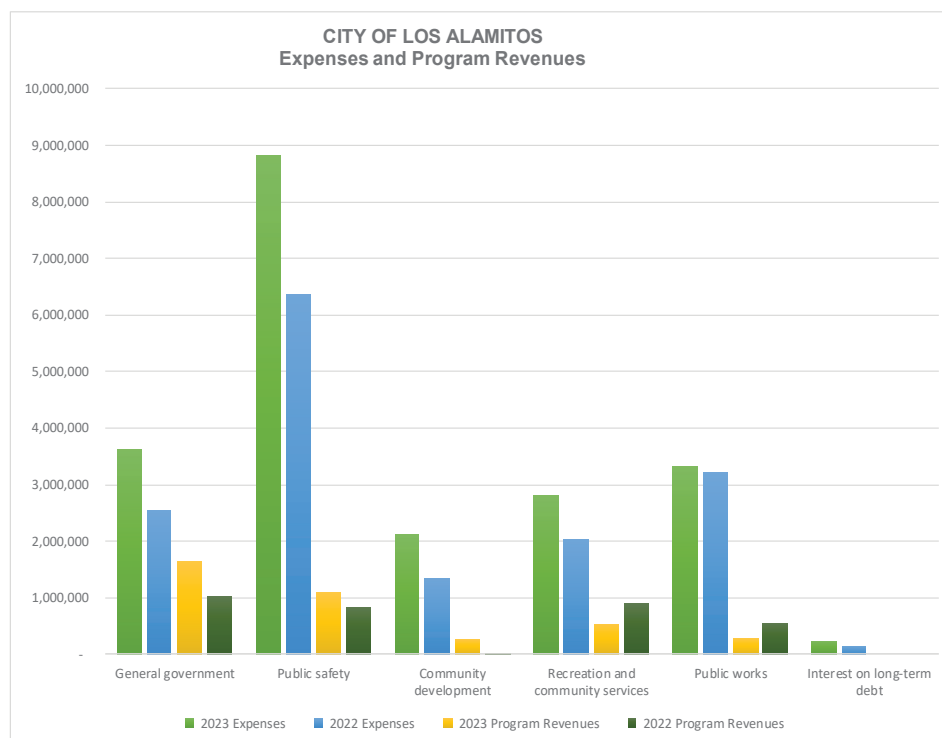
Revenues

While variances between years exist for the various revenue categories, the total net increase was \$2,489,364, which is largely attributable to the \$1,047,301 increase in sales tax. This was attributable to the passage of Measure Y 1.5%, Local Sales Tax.

Expenses:

Although variances between years exist for the various expense functions, the total net increase was \$5,249,292. Increased expenditures were recognized in General Government, Public Safety, and interest and fiscal charges. The table below presents the cost of each of the City's six largest programs-general government, public safety, community development, recreation and community services, public works, and interest and fiscal charges as well as their respective program revenues.

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



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

**Management's Discussion and Analysis
For the Year Ended June 30, 2023**

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

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

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

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of \$22,382,191, an increase of \$3,126,560 (16%) from the prior fiscal year's balance. Of this amount, \$4,238,682 or 19% of fund balance is constrained by the City's intent to utilize fund balance for specific purposes, which is reported within the fund balance classification *assigned*. Additionally, \$1,949,699 or 9% of fund balance is restricted, which represents the portion of fund balance that is subject to externally enforceable limitations by law, enabling legislation or limitations imposed by creditors or grantors.

The fund balance of the City's General Fund increased by \$3,325,340 during the fiscal year compared to a \$4,173,344 increase in the prior year. The increase in the current year is primarily attributable to the increase in sales tax revenue.

Other governmental funds realized a decrease in fund balance of \$198,780. While variances between years exist for the various nonmajor governmental funds, the net decrease was primarily attributable to a decrease in funding for Measure M and State Gas Tax, in other restricted amounts.

General Fund Budgetary Highlights

Actual revenues were \$1,332,262 more than the final budgeted amount, which is primarily due to increased property and sales tax and intergovernmental charges. The expenditures for the General Fund at fiscal year-end were \$460,374 less than the final budgeted expenditures, which is primarily due to a decrease in public safety resulting from vacant positions.

No budget amendments were made during the fiscal year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. At the end of Fiscal Year 2022-23, the City had \$22.6 million invested in capital assets, including land, buildings, infrastructure, equipment, and right-to-use assets. This amount represents a net increase of \$2,685,329 and right-to-use assets, which is primarily due to increases in vehicles, infrastructure, and construction in progress.

City of Los Alamitos

Management's Discussion and Analysis For the Year Ended June 30, 2023

CITY OF LOS ALAMITOS		
City of Los Alamitos Capital Assets Net of Depreciation		
	Governmental Activities	
	2023	2022
Land	\$ 5,917,715	\$ 5,917,715
Buildings and improvements	711,235	716,298
Right-to-use assets - buildings	176,500	-
Infrastructure	13,235,463	11,510,214
Equipment	420,056	321,730
Vehicles	189,777	165,013
Right-to-use assets - vehicles	309,811	59,001
Construction in progress	1,596,162	1,181,419
Totals	\$ 22,556,719	\$ 19,871,390

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

Long-term liabilities. At the end of fiscal year 2022-23, the City had \$5.9 million in long-term liabilities which includes outstanding bond indebtedness of \$3.3 million along with leases payable, claims payable and compensated absences. The net increase of \$1,787,373 over the prior year is primarily due to a net increase in lease liabilities and claims payable.

CITY OF LOS ALAMITOS		
City of Los Alamitos Long-Term Liabilities		
	Governmental Activities	
	2023	2022
2015 Certificates of participation	\$ 3,260,769	\$ 3,350,121
Leases payable - police vehicles	329,542	62,238
Leases payable - warehouse	189,632	-
Claims payable	1,623,789	222,973
Compensated absences	507,005	488,032
Total liabilities	\$ 5,910,737	\$ 4,123,364

More detail on the City's long-term debt can be found in Notes, 6, 7 and 11 to the financial statements of this report.

**Management's Discussion and Analysis
For the Year Ended June 30, 2023**

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

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

On June 13, 2022, the 2022-23 City Budget was adopted. The annual operating budget is balanced, with operating revenues of \$21,348,825 and operating expenditures of \$20,367,325, resulting in an estimated surplus of \$981,500.

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

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

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

BASIC FINANCIAL STATEMENTS

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

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City of Los Alamitos

Statement of Net Position June 30, 2023

	Governmental Activities
ASSETS	
Current assets:	
Cash and investments (Note 3)	\$ 25,637,141
Receivables	
Accounts	201,734
Due from employees	162
Due from other governments	2,601,396
Prepaid costs	35,519
Cash and investments - restricted (Note 3)	249
Total Current Assets	<u>28,476,201</u>
Noncurrent assets:	
Capital assets: (Note 5)	
Non-depreciable	7,513,877
Depreciable, net	<u>15,042,842</u>
Total Capital Assets	<u>22,556,719</u>
Total Noncurrent Assets	<u>22,556,719</u>
Total Assets	<u>51,032,920</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding	85,414
Pension related (Note 8)	11,117,343
OPEB related (Note 9)	<u>1,876,595</u>
Total Deferred Outflows of Resources	<u>13,079,352</u>

The accompanying notes are an integral part of these financial statements.

City of Los Alamitos

Statement of Net Position, (Continued) June 30, 2023

	Governmental Activities
LIABILITIES	
Current liabilities:	
Accounts payable	\$ 1,251,928
Accrued liabilities	697,713
Accrued interest	32,109
Unearned revenue	2,540,074
Deposits payable	66,109
Compensated absences, due within one year (Note 6)	219,324
Bonds payable, due within one year (Note 7)	85,000
Leases payable, due within one year (Note 7)	111,648
Claims payable, due within one year (Note 11)	1,472,691
Total OPEB liability, due within one year (Note 9)	<u>326,339</u>
Total Current Liabilities	<u>6,802,935</u>
Noncurrent liabilities:	
Compensated absences (Note 6)	287,681
Bonds payable (Note 7)	3,175,769
Leases payable (Note 7)	407,526
Claims payable (Note 11)	151,098
Net pension liability (Note 8)	25,577,351
Total OPEB liability (Note 9)	<u>5,307,449</u>
Total Noncurrent Liabilities	<u>34,906,874</u>
Total Liabilities	<u>41,709,809</u>
DEFERRED INFLOWS OF RESOURCES	
Pension related (Note 8)	2,917,181
OPEB related (Note 9)	<u>1,995,360</u>
Total Deferred Inflows of Resources	<u>4,912,541</u>
NET POSITION	
Net investment in capital assets	17,439,434
Restricted for:	
Transportation	566,948
Cable television	61,257
Public safety	408,087
Air quality	166,956
Parks	<u>746,451</u>
Total Restricted	<u>1,949,699</u>
Unrestricted (deficit)	<u>(1,899,211)</u>
Total Net Position	<u>\$ 17,489,922</u>

The accompanying notes are an integral part of these financial statements.

City of Los Alamitos

Statement of Activities For the Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues			
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Program Revenue
Governmental activities:					
General government	\$ 3,616,887	\$ 1,556,580	\$ 102,322	\$ -	\$ 1,658,902
Public safety	8,823,526	390,089	712,145	-	1,102,234
Community development	2,121,209	1,214	246,043	-	247,257
Recreation and community services	2,808,658	545,550	-	-	545,550
Public works	3,333,005	-	10,671	263,947	274,618
Interest on long-term debt	226,933	-	-	-	-
Total Governmental Activities	<u>\$ 20,930,218</u>	<u>\$ 2,493,433</u>	<u>\$ 1,071,181</u>	<u>\$ 263,947</u>	<u>\$3,828,561</u>

The accompanying notes are an integral part of these financial statements.

City of Los Alamitos

Statement of Activities, (Continued) For the Year Ended June 30, 2023

	Net (Expense) Revenue and Changes in Net Position
Functions/Programs	
Governmental activities:	
General government	\$ (1,957,985)
Public safety	(7,721,292)
Community development	(1,873,952)
Recreation and community services	(2,263,108)
Public works	(3,058,387)
Interest on long-term debt	(226,933)
Total Governmental Activities	(17,101,657)
General revenues:	
Taxes:	
Property taxes, levied for general purpose	5,067,346
Utility users tax	2,307,629
Transient occupancy tax	634,856
Sales taxes	10,718,253
Franchise fees	861,364
Business license taxes	630,887
Other taxes	671,064
Total Taxes	20,891,399
Investment earnings	(131,935)
Other	131,111
Total General Revenues	20,890,575
Change in Net Position	3,788,918
Net Position, Beginning of Year	13,701,004
Net Position, End of Year	\$ 17,489,922

The accompanying notes are an integral part of these financial statements.

FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements
Proprietary Fund Financial Statements

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GOVERNMENTAL FUND FINANCIAL STATEMENTS

The Governmental Funds of the City are as follows:

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

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

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City of Los Alamitos

Balance Sheet Governmental Funds June 30, 2023

	General	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS			
Cash and investments (Note 3)	\$ 21,247,739	\$ 2,721,153	\$ 23,968,892
Receivables:			
Accounts	201,734	-	201,734
Due from employees	162	-	162
Due from other governments	2,545,685	55,711	2,601,396
Prepaid costs	35,519	-	35,519
Cash and investments - restricted (Note 3)	-	249	249
Total Assets	\$ 24,030,839	\$ 2,777,113	\$ 26,807,952
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 1,021,393	\$ 100,472	\$ 1,121,865
Accrued liabilities	697,713	-	697,713
Unearned revenues	2,173,768	366,306	2,540,074
Deposits payable	64,605	1,504	66,109
Total Liabilities	3,957,479	468,282	4,425,761
Fund Balances: (Note 13)			
Nonspendable	35,681	-	35,681
Restricted	-	1,949,699	1,949,699
Committed	1,582,719	134,632	1,717,351
Assigned	3,900,000	338,682	4,238,682
Unassigned (deficit)	14,554,960	(114,182)	14,440,778
Total Fund Balances	20,073,360	2,308,831	22,382,191
Total Liabilities and Fund Balances	\$ 24,030,839	\$ 2,777,113	\$ 26,807,952

The accompanying notes are an integral part of these financial statements.

City of Los Alamitos

Reconciliation of the Governmental Funds Balance Sheet to the Government-wide Statement of Net Position June 30, 2023

Total fund balances - governmental funds \$ 22,382,191

Amounts reported for governmental activities in the Statement of Net Position are different because:

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

Nondepreciable	\$ 7,513,877	
Depreciable, net of Internal Service Fund of \$1,005,777	<u>14,037,065</u>	
Total Capital Assets		21,550,942

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

Total Internal Service Funds		589,353
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Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the Statement of Net Position:

Bonds payable	(3,160,000)	
Interest payable, net of Internal Service Fund of \$1,279	(30,830)	
Unamortized bond premium	(100,769)	
Leases payable - warehouse	(189,632)	
Deferred charge on refunding	85,414	
Compensated absences	<u>(507,005)</u>	(3,902,822)

Deferred amounts relates to pension not available for current expenditures and are not reported in the governmental fund financial statements:

Pension related deferred outflows of resources	11,117,343	
Pension related deferred inflows of resources	<u>(2,917,181)</u>	8,200,162

Total pension liability is not due and payable in the current period and therefore is not reported in the governmental funds.		(25,577,351)
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Deferred amounts relates to other postemployment benefits not available for current expenditures and are not reported in the governmental fund financial statements:

OPEB related deferred outflows of resources	1,876,595	
OPEB related deferred inflows of resources	<u>(1,995,360)</u>	(118,765)

Total OPEB liability is not due and payable in the current period and therefore is not reported in the governmental funds.		<u>(5,633,788)</u>
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Net Position of Governmental Activities		<u>\$ 17,489,922</u>
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The accompanying notes are an integral part of these financial statements.

City of Los Alamitos

Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds For the Year Ended June 30, 2023

	General	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES			
Taxes	\$ 20,438,555	\$ 677,845	\$ 21,116,400
Licenses and permits	814,892	-	814,892
Intergovernmental	449,741	240,910	690,651
Charges for services	881,378	-	881,378
Investment earnings	(184,106)	52,171	(131,935)
Fines and forfeitures	549,352	25,771	575,123
Program revenues	-	252,814	252,814
Miscellaneous	513,979	7,148	521,127
Total Revenues	23,463,791	1,256,659	24,720,450
EXPENDITURES			
Current:			
General government	3,032,900	21,842	3,054,742
Public safety	7,698,807	-	7,698,807
Community development	1,902,518	-	1,902,518
Recreation and community services	2,485,133	-	2,485,133
Public works	2,851,433	183,084	3,034,517
Capital outlay	1,562,722	1,034,497	2,597,219
Debt service:			
Principal	8,930	85,000	93,930
Interest and fiscal charges	39,070	126,516	165,586
Total Expenditures	19,581,513	1,450,939	21,032,452
Revenues Over (Under) Expenditures	3,882,278	(194,280)	3,687,998
OTHER FINANCING SOURCES (USES)			
Lease acquisition	198,562	-	198,562
Transfers in (Note 4)	370,000	365,500	735,500
Transfers out (Note 4)	(1,125,500)	(370,000)	(1,495,500)
Total Other Financing Sources (Uses)	(556,938)	(4,500)	(561,438)
Net Change in Fund Balances	3,325,340	(198,780)	3,126,560
Fund Balances, Beginning of Year, as Restated (Note 14)	16,748,020	2,507,611	19,255,631
Fund Balances, End of Year	\$ 20,073,360	\$ 2,308,831	\$ 22,382,191

The accompanying notes are an integral part of these financial statements.

**Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance to the Government-wide Statement of Net Activities
For the Year Ended June 30, 2023**

Net Change in Fund Balances - Total Governmental Funds \$ 3,126,560

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

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

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

Total capital outlay expenditures reported in governmental funds	\$ 2,597,219	
Plus: repair and maintenance expenditures capitalized	247,374	
Total Capital Outlay		2,844,593

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

Total depreciation reported in Government-wide Statement of Activities	(645,271)	
Less: depreciation reported in the Internal Service Fund	199,272	
Total		(445,999)

Earned but unavailable revenues reported in the governmental funds balance sheet as deferred inflows of resources should be recognized in the Government-wide Statement of Activities as revenue regardless of availability.	(1,314)
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Certain pension expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	395,343
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Certain other post-employment benefit expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(166,327)
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Compensated absences were reported in the Government-wide Statement of Activities, but they did not require the use of current financial resources. Therefore, compensated absences were not reported as expenditures in the governmental funds.	(18,973)
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The issuance of long-term debt provides current financial resources to governmental funds. However, the repayment reduces long-term liabilities in the governmental activities Statement of Net Position.	(100,280)
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Amortization of deferred charge on refunding does not use current financial resources and therefore not reported as expenditures in the governmental funds.	(551)
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Internal Service Funds are used by management to charge garage costs; technology replacement	(1,844,134)
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Change in Net Position of Governmental Activities	\$ 3,788,918
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The accompanying notes are an integral part of these financial statements.

PROPRIETARY FUND FINANCIAL STATEMENTS

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

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City of Los Alamitos

Statement of Net Position Proprietary Funds June 30, 2023

	Governmental Activities Internal Service Funds
ASSETS	
Current Assets:	
Cash and investments (Note 3)	\$ 1,668,249
Total Current Assets	1,668,249
Noncurrent Assets:	
Capital assets - net of accumulated depreciation (Note 5)	1,005,777
Total Noncurrent Assets	1,005,777
Total Assets	2,674,026
LIABILITIES	
Current Liabilities:	
Accounts payable	130,063
Accrued interest	1,279
Claims and judgements	1,472,691
Leases payable (Note 7)	71,563
Total Current Liabilities	1,675,596
Long-term Liabilities:	
Claims and judgements	151,098
Leases payable (Note 7)	257,979
Total Long-term Liabilities	409,077
Total Liabilities	2,084,673
NET POSITION (DEFICIT)	
Net investment in capital assets	676,235
Unrestricted	(86,882)
Total Net Position	\$ 589,353

The accompanying notes are an integral part of these financial statements.

City of Los Alamitos

Statement of Revenues, Expenses and Changes in Net Position Proprietary Funds For the Year Ended June 30, 2023

	Governmental Activities
	Internal Service Funds
OPERATING REVENUES	
Charges for services	
Garage	\$ 377,055
Technology replacement	195,871
Total Operating Revenues	572,926
OPERATING EXPENSES	
Supplies and materials	586,451
Outside services	244,731
Claims expense	2,081,458
Depreciation	199,272
Total Operating Expenses	3,111,912
Operating Income (Loss)	(2,538,986)
NON-OPERATING REVENUES (EXPENSES)	
Interest expense	(65,148)
Total Non-Operating Revenues (Expenses)	(65,148)
Income (Loss) Before Transfers	(2,604,134)
TRANSFERS	
Transfers in (Note 4)	760,000
Total Transfers	760,000
Change in Net Position	(1,844,134)
Net Position, Beginning of Year	2,433,487
Net Position, End of Year	\$ 589,353

The accompanying notes are an integral part of these financial statements.

City of Los Alamitos

Statement of Cash Flows Proprietary Funds For the Year Ended June 30, 2023

	Governmental Activities
	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from interfund charges for garage services	\$ 377,055
Receipts from interfund charges for technology replacement services	195,871
Payments to suppliers and service providers	(1,502,178)
Cash received from (payments to) others	12,102
Net Cash Used for Operating Activities	(917,150)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Transfers in	760,000
Net Cash Provided by Non-Capital Financing Activities	760,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Acquisition and construction of capital assets	(168,195)
Principal paid on capital debt	(50,505)
Interest paid on capital debt	(65,148)
Net Cash Used for Capital and Related Financing Activities	(283,848)
Net decrease in cash and cash equivalents	(440,998)
Cash and equivalents, beginning of year	2,109,247
Cash and equivalents, end of year	\$ 1,668,249
RECONCILIATION OF OPERATING LOSS TO NET CASH USED FOR OPERATING ACTIVITIES	
Operating loss	\$ (2,538,986)
Adjustments to reconcile operating loss to net cash provided by (used for) operating activities:	
Depreciation	199,272
Changes in operating assets and liabilities:	
(Increase) decrease in accounts receivable	12,102
Increase (decrease) in accounts payable	9,646
Increase (decrease) in claims and judgements	1,400,816
Total Adjustments	1,621,836
Net Cash Used for Operating Activities	\$ (917,150)

The accompanying notes are an integral part of these financial statements.

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NOTES TO THE BASIC FINANCIAL STATEMENTS

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**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

A) Financial Reporting Entity

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

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

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

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

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

B) Basis of Accounting and Measurement Focus

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

Government-Wide Financial Statements

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

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

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

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

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

Fund Financial Statements

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

B) Basis of Accounting and Measurement Focus, (Continued)

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

Governmental Funds

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

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

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

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

B) Basis of Accounting and Measurement Focus, (Continued)

Additionally, the City reports the following fund types:

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

Proprietary Funds

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

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

Government-Wide Financial Statements

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

B) Basis of Accounting and Measurement Focus, (Continued)

Financial Statements

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

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

Basis of Accounting

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

Revenue – Exchange Transactions

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

B) Basis of Accounting and Measurement Focus, (Continued)

Revenue – Non-Exchange Transactions

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

Unavailable Revenue

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

Unearned Revenue

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

Expenses/Expenditures

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

B) Basis of Accounting and Measurement Focus, (Continued)

Proprietary Funds Operating and Non-Operating Revenues and Expenses

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

C) Cash, Cash Equivalents, and Investments

Cash Management

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

Investments Valuation

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

State Investment Pool

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

Cash Equivalents and Cash Flows

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

D) Internal Receivable and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e. the current portion of interfund loans) or “interfund advances receivable/payable” (i.e. the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Advances between funds, as reported in the fund financial statements, are presented as nonspendable in fund balances to indicate that they are not in a spendable form.

E) Prepaid Items

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

F) Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years, except for computer software and hardware and infrastructure assets which have a capitalization threshold of \$20,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed (except for intangible right-to-use assts), the measurement of which is discussed thereafter. Donated capital assets are recorded at acquisition value at the date of acquisition. As permitted under GASB Statement No. 34 for small governmental entities, the City has elected to report infrastructure assets prospectively beginning July 1, 2003.

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

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

Capital Asset Classes	Lives
Equipment	5-10 years
Vehicles	4-15 years
Furniture	7 years
Buildings	50 years
Improvements	5-20 years
Infrastructure	50 years

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

G) Compensated Absences Payable

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

H) Long-Term Obligations

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

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

I) Claims and Judgments

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

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

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

J) Deferred Outflows and Inflows of Resources

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

J) Deferred Outflows and Inflows of Resources, (Continued)

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

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

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

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

K) Net Position

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

K) Net Position, (Continued)

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

L) Net Position Flow Assumptions

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

M) Fund Balance

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

- Nonspendable – the portion of a fund balance that includes amounts that cannot be spent because they are either not in a spendable form, such as prepaid items, inventories, or loans receivable.
- Restricted – the portion of a fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors (such as through debt covenants, grantors, contributors, or laws or regulations of other governments) or (b) imposed by law through constitutional provisions or enabling legislation. Examples of restricted fund balances include State Gas Tax, Asset Seizure, and Measure M funds.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

M) Fund Balance, (Continued)

- Committed – the portion of a fund balance that included amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority and remain binding unless removed in the same manner.
 - The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as a resolution.
 - These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment.
 - City Council action to commit fund balance needs to occur within the fiscal reporting periods; however, the amount can be determined subsequently.
- Assigned – amounts that are constrained by the City's intent to be used for specific purposes, but are neither Restricted nor Committed, should be reported as Assigned fund balance. This policy hereby delegated the authority to assign amounts to be used for specific purposes to the City Manager for the purpose of reporting these amounts in the City's annual financial statements. Examples of assigned fund balance are funds intended for Capital Improvement Projects and Equipment Replacement.
- Unassigned – residual net resources in excess of what can properly be classified in one of the other four categories and do not have any specific spending limitations. The General Fund is the only fund that reports a positive unassigned fund balance amount. In governmental funds, other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, the City reports a negative unassigned fund balance in that fund.

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

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

N) Fund Balance Flow Assumptions

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

O) Pensions

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

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

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

P) Other Post-Employment Benefits (OPEB)

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

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

Valuation Date (VD)	June 30, 2023
Measurement Date (MD)	June 30, 2023
Measurement Period (MP)	June 30, 2022 to June 30, 2023

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

Q) New Accounting Pronouncements

The City adopted Statement on Governmental Accounting Standards (GASB Statements) No. 96-*Subscription-Based Information Technology Arrangement Activities (SBITA)*. The primary objective of the statement is to improve guidance regarding the identification of subscription activities for accounting and financial reporting purposes and how those activities should be reported in the financial statements. The adoption of the GASB No. 96 did not significantly impact the City.

R) Leases

Lessee: The City is a lessee for a noncancellable lease of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines the discount rate it uses to discount the expected lease payments to present value, lease term, and lease payments. The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the Statement of Net Position.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

R) Leases, (Continued)

Lessor: At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key elements and judgement include how the City determines the discount rate it uses to discount the expected lease receipts to present value, lease term, and lease receipts. The City uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable. The City currently does not have any leases receivable.

S) Property Taxes

Under California law, property taxes are assessed and collected by the counties at up to 1% of assessed value, plus other increases approved by the voters. The property taxes go into a pool and are then allocated to the cities based on complex formulas.

Property taxes are assessed, collected and allocated by Orange County throughout the fiscal year according to the following property tax calendar.

Lien Date	January 1
Levy Date	July 1 to June 30
Due Dates	November 1, 1st installment, February 1, 2nd installment
Delinquent Dates	December 11, 1st installment, April 11, 2nd installment

Property taxes receivable for the governmental fund types, which have been remitted within 60 days subsequent to year end, are considered measurable and available and recognized as revenues. All other property taxes are offset by deferred property tax inflows of resources and, accordingly, have not been recorded as revenue. Taxes are considered past due on the above delinquent dates, at which time the applicable property is subject to lien, and penalties and interest are assessed.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

T) Functional Classifications

Expenditures of the Governmental Funds are classified by function. Functional classifications are defined as follows:

- General government – includes legislative activities, which have a primary objective of providing legal and policy guidelines for the City. Also included in this classification are those activities that provide management or support services across more than one functional area.
- Public safety – includes those activities that involve the protection of people and property.
- Community development – includes those activities such as planning, code enforcement, and building and safety inspections.
- Recreation and community services – includes those activities that involve the community cultural and leisure activities.
- Public works – includes those activities that involve the maintenance and improvement of City streets, roads, and park development and maintenance.
- Capital outlay – includes purchases of property, plant, and equipment which are expensed in the governmental funds because governmental funds use the current financial resources measurement focus.
- Principal retirement – includes principal payments for long-term liabilities.
- Interest and fiscal charges – includes current payments for interest on the City's long-term debt.

U) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

2) STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A) Violations of Legal or Contractual Provisions

Note 2 to Required Supplementary Information, on the Excess of Expenditures over Appropriations, describes budgetary violations that occurred in the General Fund for the year ended June 30, 2023.

B) Deficit Fund Balance

At June 30, 2023, the Community Development Block Grant (CDBG) nonmajor special revenue fund reported a deficit fund balance of \$114,182. The deficit is due to the timing of the receipt of CDBG program reimbursements for expenditures incurred. The deficit will be eliminated as the program reimbursements are received from the grantor agency.

3) CASH AND INVESTMENTS

A) Summary of Cash and Investments

Cash and investments are classified in the accompanying financial statements as follows:

Cash and investments	\$ 25,637,141
Cash and investments - restricted	<u>249</u>
Total Cash and Investments	<u><u>\$ 25,637,390</u></u>

Cash and Investments at June 30, 2023 consisted of the following:

Cash on hand	\$ 3,500
Demand deposits	709,067
Investments	<u>24,924,823</u>
Total Cash and Investments	<u><u>\$ 25,637,390</u></u>

The City follows the practice of pooling cash and investments of all funds except for funds required to be held by fiscal agents under provisions of bond indentures. Interest income earned on pooled cash and investments is allocated monthly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

Notes to the Basic Financial Statements
For the Year Ended June 30, 2023

3) CASH AND INVESTMENTS, (CONTINUED)
B) Cash Deposits

All City's cash and investments as of June 30, 2023, were collateralized or insured with securities held by pledging financial institutions in the City's name. The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

C) Investments

The following table identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of bond indentures of the City, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio*	Maximum Investment in One Issuer
United States (U.S.) Treasury Obligations	5 years	None	None
Federal Agency Securities	5 years	None	None
Certificates of Deposit	5 years	None	\$250,000
Negotiable Certificates of Deposit	5 years	30%	30%
Local Agency Investment Fund (LAIF)	N/A	None	\$75 million
Medium Term Notes	5 years	30%	None
Local Agency Bonds	5 years	None	None
Commercial Paper	270 days	25%	None

* Excludes amounts held by bond trustees that are not subject to California Government Code restrictions.

Notes to the Basic Financial Statements
For the Year Ended June 30, 2023

3) CASH AND INVESTMENTS, (CONTINUED)
C) Investments, (Continued)

Investments of debt proceeds held by bond trustees are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	30 years	None	None
U.S. Agency Securities	None	None	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Money Market Mutual Funds	None	None	None
Investment Agreements N	None	None	None
Local Agency Bonds	None	None	None
Medium Tern Notes	5 years	30%	None
Negotiable Certificates for Deposits	None	30%	None
Local Agency Investment Fund (LAIF)	None	None	None

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawals is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. LAIF does not impose limits or restrictions on participant withdrawals, and the entire balance of the City's investment in the portfolio is available for withdrawal at any time. LAIF is not registered with the Securities and Exchange Commission and is not rated. Deposits and withdrawals in LAIF are made on the basis of \$1 and not fair value. Accordingly, the City's investment in this pool is measured on uncategorized inputs not defined as Level 1, 2, or 3.

D) Risk Disclosures
Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

3) CASH AND INVESTMENTS, (CONTINUED)

D) Risk Disclosures, (Continued)

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

Investment Type	Remaining Investment Maturities			Total
	Less Than 1 Year	1 to 3 Years	4 to 5 Years	
U.S. Treasury Obligations	\$ 249,825	\$ 1,157,705	\$ -	\$ 1,407,530
U.S. Agency Securities	478,865	8,138,719	970,249	9,587,833
Certificates of Deposit	733,352	2,977,089	476,143	4,186,584
Agency Investment Fund (LAIF)	6,464,705	-	-	6,464,705
Medium Term Notes	-	-	242,666	242,666
Local Agency Bonds	-	948,381	1,098,308	2,046,689
Commercial Paper	988,567	-	-	988,567
Investment held by Bond Trustee: Money Market Mutual Funds	249	-	-	249
Total	<u>\$ 8,915,563</u>	<u>\$ 13,221,894</u>	<u>\$ 2,787,366</u>	<u>\$ 24,924,823</u>

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating, by Standards and Poor, as of fiscal year end for each investment type:

Investment Type	Total	Minimum Legal Rating	Not Rated	AAA	AA+	A+
U.S. Treasury Obligations	\$ 1,407,531	N/A	\$ -	\$ 1,407,531	\$ -	\$ -
U.S. Agency Securities	9,587,833	N/A	-	9,587,833	-	-
Certificates of Deposit	4,186,583	N/A	4,186,583	-	-	-
Agency Investment Fund (LAIF)	6,464,705	Not Rated	6,464,705	-	-	-
Medium Term Notes	242,666	A	-	-	-	242,666
Local Agency Bonds	2,046,689	N/A	-	-	2,046,689	-
Commercial Paper	988,567	A	-	-	-	988,567
Investment held by Bond Trustee: Money Market Mutual Funds	249	N/A	-	-	249	-
Totals	<u>\$ 24,924,823</u>		<u>\$ 10,651,288</u>	<u>\$ 10,995,364</u>	<u>\$ 2,046,938</u>	<u>\$ 1,231,233</u>

Concentration of Credit Risk

The City's investment policy imposes restrictions on the percentage that the City can invest in certain types of investments. As of June 30, 2023, in accordance with GASB Statement No. 40 requirements, the City is exposed to concentration of credit risk whenever they have invested more than 5% of their total investments in any one issuer.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

3) CASH AND INVESTMENTS, (CONTINUED)

D) Risk Disclosures, (Continued)

Investments in any one issuer (other than U.S. treasury securities, mutual funds, and external investment pools) that represent 5% or more of total City investments are as follows:

Issuer	Reported amount	Percent of portfolio
Federal Home Loan Bank	\$ 6,987,975	28%
Federal Home Loan Mortgage Corporation	1,445,071	6%

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. The City's investment policy does not contain any additional provisions that would limit the exposure to custodial credit risk for deposits. However, the policy does stipulate that mortgage collateral cannot be used to secure deposits, and that the use of a third-party bank trust department is to function as the City's safekeeping agent for investments. At June 30, 2023, City deposits (bank balances) were insured by the Federal Depository Insurance Corporation or collateralized as required under California Law.

Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

City of Los Alamitos

Notes to the Basic Financial Statements For the Year Ended June 30, 2023

3) CASH AND INVESTMENTS, (CONTINUED)

D) Risk Disclosures, (Continued)

The City has the following recurring fair value measurements as of June 30, 2023:

Investments	Totals	Level		
		1	2	Uncategorized
U.S. Treasury Obligations	\$ 1,407,530	\$ 1,407,530	\$ -	\$ -
U.S. Agency Securities	9,587,833	9,587,833	-	-
Certificates of Deposit	4,186,584	-	4,186,584	-
Agency Investment Fund (LAIF)	6,464,705	-	-	6,464,705
Medium Term Notes	242,666	-	242,666	-
Local Agency Bonds	2,046,689	-	2,046,689	-
Commercial Paper	988,567	-	988,567	-
Investment held by Bond Trustee:				
Money Market Mutual Funds	249	249	-	-
Totals	\$ 24,924,823	\$ 10,995,612	\$ 7,464,506	\$ 6,464,705

Deposits and securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Federal Agency Securities classified in Level 2 of the fair value hierarchy are valued using institutional bond quotes.

4) INTERFUND TRANSACTIONS

A) Receivables/Payables

The purpose of the interfund transactions is to make short-term interfund loans from the General Fund to nonmajor governmental funds. These interfund loans are to provide for negative cash balances at year-end and/or operating cash flow. Due to/from amounts are short-term financing, which are paid within one year. There were no such balances as of June 30, 2023.

B) Transfers In/Out

Transfers In	Transfers Out		Total
	General Fund	Nonmajor Governmental Funds	
General Fund	\$ -	\$ 370,000	\$ 370,000
Nonmajor Governmental Funds	365,500	-	365,500
Internal Service Funds	760,000	-	760,000
Total	\$ 1,125,500	\$ 370,000	\$ 1,495,500

City of Los Alamitos

Notes to the Basic Financial Statements For the Year Ended June 30, 2023

5) CAPITAL ASSETS

A summary of changes in the Governmental Activities capital assets for the fiscal year ended June 30, 2023 are as follows:

Description	Balance June 30, 2022	Additions	Deletions	Balance June 30, 2023
Non-depreciable:				
Land	\$ 5,917,715	\$ -	\$ -	\$ 5,917,715
Construction in process	1,181,419	2,473,695	(2,058,952)	1,596,162
Total Non-depreciable	7,099,134	2,473,695	(2,058,952)	7,513,877
Depreciable/amortizable:				
Buildings and improvements	2,295,266	41,300	-	2,336,566
Right-to-use assets - buildings	-	198,562	-	198,562
Infrastructure - road system	14,609,406	2,058,952	-	16,668,358
Equipment	1,336,135	185,343	-	1,521,478
Vehicles	1,277,610	113,890	(103,287)	1,288,213
Right-to-use assets - vehicles	75,781	317,810	-	393,591
Total Depreciable Capital Assets	19,594,198	2,915,857	(103,287)	22,406,768
Less accumulated depreciation/amortization for:				
Buildings and improvements	(1,578,968)	(46,363)	-	(1,625,331)
Right-to-use assets - buildings	-	(22,062)	-	(22,062)
Infrastructure - road system	(3,099,192)	(333,703)	-	(3,432,895)
Equipment	(1,014,405)	(87,017)	-	(1,101,422)
Vehicles	(1,112,597)	(89,126)	103,287	(1,098,436)
Right-to-use assets - vehicles	(16,780)	(67,000)	-	(83,780)
Total Accumulated Depreciation/Amortization	(6,821,942)	(645,271)	103,287	(7,363,926)
Total Depreciable/Amortizable Capital Assets, Net	12,772,256	2,270,586	-	15,042,842
Total Capital Assets, Net	\$ 19,871,390	\$ 4,744,281	\$ (2,058,952)	\$ 22,556,719

Depreciation/amortization expense was charged to governmental activities as follows:

	General	Internal Service	Total
General government	\$ 95,087	\$ -	\$ 95,087
Public safety	181,343	-	181,343
Community development	44,288	-	44,288
Recreation and community services	66,766	-	66,766
Public works	58,515	-	58,515
Internal Service Fund	-	199,272	199,272
Totals	\$ 445,999	\$ 199,272	\$ 645,271

City of Los Alamitos

Notes to the Basic Financial Statements For the Year Ended June 30, 2023

5) CAPITAL ASSETS, (CONTINUED)

	<u>Expenditures Spent-to-Date</u>	<u>Remaining Commitment</u>
Construction commitments:		
Government activities – street projects:		
New Dutch Haven St Impr.	\$ 311,171	\$ 151,330
Bloomfield St Impr	48,786	251,214
Phase II Street Impr.	43,011	956,989
Sterns Park Project (Y)	24,270	625,730
Briggman Street Widening	196,857	78,143

6) COMPENSATED ABSENCES

The following is a summary of changes in compensated absences for the year ended June 30, 2023 is as follows:

	<u>Balance June 30, 2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2023</u>	<u>Due Within One Year</u>
Compensated absences	\$ 488,032	\$ 269,689	\$(250,716)	\$ 507,005	\$ 219,324

There is no repayment schedule for compensated absences. Employee leave benefits are payable to employees upon usage or termination. The City's policies relating to the payment of these benefits are discussed in Note 1. The liability for compensated absences is typically liquidated through the General Fund.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

7) LONG-TERM DEBT

The following is a summary of changes in Governmental Activities long-term debt for the year ended June 30, 2023:

	Balance June 30, 2022	Additions	Deletions	Balance June 30, 2023	Due Within One Year
2015 Certificates of Participation	\$ 3,245,000	\$ -	\$ (85,000)	\$ 3,160,000	\$ 85,000
Unamortized bond premium	105,121	-	(4,352)	100,769	-
Total	\$ 3,350,121	\$ -	\$ (89,352)	\$ 3,260,769	\$ 85,000
Other Long-term Liabilities:					
Lease Payable – Police Vehicles	\$ 62,238	\$ 317,809	\$ (50,505)	\$ 329,542	\$ 71,563
Lease Payable – Warehouse	-	198,562	(8,930)	189,632	40,085
Total	\$ 62,238	\$ 516,371	\$ (59,435)	\$ 519,174	\$ 111,648

A) 2015 Certificates of Participation

On September 1, 2015, the City issued the 2015 Certificates of Participation in the amount of \$3,685,000, as a public offering, to refund the outstanding balance of the 2006 (Laurel Park Acquisition) Certificates of Participation in an advanced refunding transaction, and to finance the design, acquisition, and construction of certain capital improvement projects. There are no finance-related consequences related to significant events of default or termination, and there are no acceleration clauses. There are no assets pledged as collateral, no required reserve, and no unused lines of credit. Interest on the bonds is payable semiannually on October 1 and April 1, commencing April 1, 2016, at rates which range from 2.00% to 5.00%. Principal payments begin October 1, 2017 and continue October 1 of each year through October 1, 2045. The outstanding balance as of June 30, 2023 is \$3,160,000. The annual debt service requirements on these bonds are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	\$ 85,000	\$ 121,194	\$ 206,194
2025	90,000	116,819	206,819
2026	95,000	112,194	207,194
2027	100,000	107,319	207,319
2028	105,000	103,244	208,244
2029-2033	580,000	463,935	1,043,935
2034-2038	680,000	354,113	1,034,113
2039-2043	835,000	204,100	1,039,100
2044-2046	590,000	36,000	626,000
Total	\$ 3,160,000	\$ 1,618,918	\$ 4,778,918

City of Los Alamitos

Notes to the Basic Financial Statements For the Year Ended June 30, 2023

7) LONG-TERM DEBT, (CONTINUED)

B) Leases Payable

The City has entered into leases as a Lessee for use of various police vehicles and a warehouse. The initial lease liabilities were recorded in the range between \$16,254 to \$198,562. The City is required to make monthly fixed payments in the range between \$519 to \$12,000. As of June 30, 2023, the value of the lease liability is \$519,174. The leases have an interest rate in the range between 5% to 16.2%. The various police vehicles and the warehouse have a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2023 was \$592,153 with accumulated amortization of \$105,842, is included with buildings and vehicles which is detailed in Note 5.

The following future principal and interest payments on the leases payable for June 30, 2023 are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	\$ 111,648	\$ 151,343	\$ 262,991
2025	155,443	107,549	262,992
2026	151,252	41,210	192,462
2027	76,471	10,748	87,219
2028	24,360	1,659	26,019
Total	<u>\$ 519,174</u>	<u>\$ 312,509</u>	<u>\$ 831,683</u>

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**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

8) RETIREMENT PLANS

A) General Information about the Pension Plans

Plan Descriptions

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan or PERF C) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under generally accepted accounting principles. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City participates in four rate plans (two miscellaneous and two safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website, at www.calpers.ca.gov.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan operates under the provisions of the California Public Employees' Retirement Law (PERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by the CalPERS Board of Administration. The Plan's authority to establish and amend the benefit terms are set by the PERL and PEPRA, and may be amended by the California state legislature and in some cases require approval by the CalPERS Board.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

8) RETIREMENT PLANS, (CONTINUED)**A) General Information about the Pension Plans, (Continued)**

The Plans' provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Miscellaneous	Safety
Inactive employees or beneficiaries		
currently receiving benefits	87	58
Inactive employees entitled to but		
not yet receiving benefits	37	36
Active employees	31	18
Total	155	112

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. Employer Contributions to the Plan for the fiscal year ended June 30, 2023 were \$2,604,174. The actual employer payments of \$2,267,288 made to CalPERS by the City during the measurement period ended June 30, 2022, differed from the City's proportionate share of the employer's contributions of \$3,416,753 by \$1,149,465, which is being amortized over the expected average remaining service lifetime in the Public Agency Cost-Sharing Multiple Employer Plan.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

8) RETIREMENT PLANS, (CONTINUED)

B) Net Pension Liability

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2022, using an annual actuarial valuation as of June 30, 2021. A summary of principal assumptions and methods used to determine the net pension liability is as follows.

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry Age Actuarial Cost Method
Asset Valuation Method	Market Value of Assets
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table ⁽¹⁾	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter.

(1) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

Notes to the Basic Financial Statements
For the Year Ended June 30, 2023

8) RETIREMENT PLANS, (CONTINUED)

B) Net Pension Liability, (Continued)

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points.

The expected real rates of return by asset class are as follows:

Asset Class	Assumed Asset Allocation	Real Return^{1,2}
Global equity - cap-weighted	30.00%	4.54%
Global equity - non-cap-weighted	12.00%	3.84%
Private equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed securities	5.00%	0.50%
Investment grade corporates	10.00%	1.56%
High yield	5.00%	2.27%
Emerging market debt	5.00%	2.48%
Private debt	5.00%	3.57%
Real assets	15.00%	3.21%
Leverage	(5.00%)	(0.59%)

¹ An expected inflation of 2.30% used for this period.

² Figures are based on the 2021 Asset Liability Management study.

Change of Assumptions

Effective with the June 30, 2021, valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

8) RETIREMENT PLANS, (CONTINUED)

B) Net Pension Liability, (Continued)

Discount Rate

The discount rate used to measure the total pension liability for PERF C was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Subsequent Events

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for fiscal year 2020-21. Based on the thresholds specified in CalPERS Funding Risk Mitigation policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate used for funding purposes of 0.20%, from 7.00% to 6.80%. Since CalPERS was in the final stages of the four-year Asset Liability Management (ALM) cycle, the board elected to defer any changes to the asset allocation until the ALM process concluded, and the board could make its final decision on the asset allocation in November 2021.

On November 17, 2021, the board adopted a new strategic asset allocation. The new asset allocation along with the new capital market assumptions, economic assumptions and administrative expense assumption support a discount rate of 6.90% (net of investment expense but without a reduction for administrative expense) for financial reporting purposes. This includes a reduction in the price inflation assumption from 2.50% to 2.30% as recommended in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study also recommended modifications to retirement rates, termination rates, mortality rates and rates of salary increases that were adopted by the board. These new assumptions will be reflected in the GASB 68 accounting valuation reports for the June 30, 2022, measurement date.

Pension Plan Fiduciary Net Position

Information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position are presented in CalPERS' audited financial statements, which are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov. The plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis used by the pension plan, which is the economic resources measurement focus and the accrual basis of accounting. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

8) RETIREMENT PLANS, (CONTINUED)

C) Proportionate Share of Net Pension Liability

The following table shows the City's proportionate share of the Plan's net pension liability over the measurement period.

	Increase (Decrease)		
	Plan Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(c) = (a) - (b)
Balance at: 6/30/2021 (VD)	\$ 77,788,768	\$ 63,246,774	\$ 14,541,994
Balance at: 6/30/2022 (MD)	82,240,705	56,663,354	25,577,351
Net Changes during 2021-22	<u>\$ 4,451,937</u>	<u>\$ (6,583,420)</u>	<u>\$ 11,035,357</u>
Valuation Date (VD), Measurement Date (MD)			

The City's proportion of the net pension liability was determined by CalPERS using the output from the Actuarial Valuation System and the fiduciary net position, as provided in the CalPERS Public Agency Cost-Sharing Allocation Methodology Report, which is a publicly available report that can be obtained at CalPERS' website, at www.calpers.ca.gov.

The City's proportionate share of the net pension liability for the miscellaneous and safety Plan as of the June 30, 2021 and 2022 measurement dates was as follows:

	Miscellaneous	Safety
Proportion – June 30, 2021	0.3738%	0.2140%
Proportion – June 30. 2022	<u>0.3715%</u>	<u>0.2134%</u>
Change – Increase (Decrease)	<u>-0.0023%</u>	<u>-0.0006%</u>

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

8) RETIREMENT PLANS, (CONTINUED)

C) Proportionate Share of Net Pension Liability, (Continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 6.90 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.90 percent) or 1 percentage-point higher (7.90 percent) than the current rate:

	Discount Rate -1% (5.90%)	Current Discount Rate (6.90%)	Discount Rate +1% (7.90%)
Proportion – June 30, 2021	\$ 24,923,508	\$ 14,541,994	\$ 5,990,517
Proportion – June 30, 2022	36,870,020	25,577,351	16,321,033
Change – Increase (Decrease)	<u>\$ 11,946,512</u>	<u>\$ 11,035,357</u>	<u>\$ 10,330,516</u>

Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments 5 year straight-line amortization

All other amounts Straight-line amortization over the expected average remaining service lifetime (EARSL) of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Public Agency Cost-Sharing Multiple-Employer Plan (PERF C).

Notes to the Basic Financial Statements
For the Year Ended June 30, 2023

8) RETIREMENT PLANS, (CONTINUED)
C) Proportionate Share of Net Pension Liability, (Continued)

The EARSLS for PERF C for the measurement period ending June 30, 2022 is 3.7 years, which was obtained by dividing the total service years of 574,665 (the sum of remaining service lifetimes of the active employees) by 153,587 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

D) Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

As of the start of the measurement period (July 1, 2021), the City's net pension liability was \$14,541,994. For the measurement period ending June 30, 2022 (the measurement date), the City incurred a pension income of \$1,844,163. The City's net pension liability is typically liquidated through the General Fund.

As of June 30, 2023, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change of assumptions	\$ 2,598,357	\$ -
Differences between expected and actual experience	806,813	308,364
Net difference between projected and annual earnings on retirement plan investments	4,337,496	-
Changes in proportion and differences between City contributions and proportionate share of contributions	-	1,459,594
Changes in employer's proportion	770,503	1,149,223
City contributions subsequent to the measurement date	2,604,174	-
Total	<u>\$ 11,117,343</u>	<u>\$ 2,917,181</u>

Notes to the Basic Financial Statements
For the Year Ended June 30, 2023

8) RETIREMENT PLANS, (CONTINUED)
D) Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension, (Continued)

The amounts above are net of outflows and inflows recognized in the 2021-22 measurement period expense. Contributions subsequent to the measurement date of \$2,604,174 reported with deferred outflows of resources will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Fiscal Year Ending June 30,	Deferred Outflows/(Inflows) of Resources		
	Miscellaneous	Safety	Total
2024	\$ 288,632	\$ 986,849	\$ 1,275,481
2025	249,028	818,972	1,068,000
2026	134,251	468,820	603,071
2027	1,323,846	1,325,590	2,649,436
2028	-	-	-
Thereafter	-	-	-
Total	<u>\$ 1,995,757</u>	<u>\$ 3,600,231</u>	<u>\$ 5,595,988</u>

E) Payable to the Pension Plan

At June 30, 2023, the City reported a payable of \$0 for the outstanding amount of contributions to the pension plan required for the year then ended

9) OTHER POST-EMPLOYMENT BENEFIT (OPEB) PLAN
A) Plan Description

In addition to providing pension benefits, the City provides certain health care benefits, through a single- employer OPEB Plan (the Plan), for retired employees in accordance with a City Council resolution. Substantially, all the City's employees become eligible for those benefits if they reach normal retirement age while working for the City. Those and similar benefits for active employees are provided through PERS whose premiums are based on the benefits paid during the year.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

9) OTHER POST-EMPLOYMENT BENEFIT (OPEB) PLAN, (CONTINUED)

A) Plan Description, (Continued)

Retiree health care coverage is segregated into two tiers as follows:

Tier 1 – Employees Hired Before August 1, 1994(1) receive one of the following:

- Miscellaneous and Safety Employees with 10 years of service with the City, with a regular service retirement, shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to \$300 per month thereafter for life.
- Employees age fifty (50) or over received up to \$300 per month for life.

Tier 2 – Employees Hired on or After August 1, 1994(1) receive one of the following:

- Miscellaneous Employees with at least 15 years of continuous service with the City, and have reached the age of fifty-five (55) shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to \$300 per month thereafter for life.
- Safety Employees with 10 years of service with the City shall be eligible to receive 50% of the monthly benefit applicable towards the employee and one dependent, if employee plus one dependent coverage was in effect upon the date of retirement. The percentage increases by 5% per year to 100% at 20 years of service up to Medicare age, and up to \$300 per month thereafter for life.

(1) Applies to police employees hired after January 1, 1995.

B) Employees Covered

As of the June 30, 2023 actuarial valuation, the following current and former employees were covered by the benefit terms under the Plan:

Active	53
Inactive employees or beneficiaries currently receiving benefits	<u>43</u>
Total	<u><u>96</u></u>

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

9) OTHER POST-EMPLOYMENT BENEFIT (OPEB) PLAN, (CONTINUED)

C) Contributions

The contribution requirements of plan members and the City are established and may be amended by the City Council, and/or the employee associations. The City is currently funding this OPEB obligation based on a pay-as-you-go basis. For the measurement date ended June 30, 2023, the City made no contributions to the plan, which would be recognized as a reduction of the total OPEB liability. The total OPEB liability is typically liquidated through the General Fund.

D) Actuarial Methods and Assumptions

The City's total OPEB liability was measured as of June 30, 2023 and was determined by an actuarial valuation dated June 30, 2023, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	3.86%
Inflation	2.30%
Salary Increases	2.80% per year
Investment Rate of Return	N/A; OPEB plan is unfunded
Mortality Rate	2014 CalPERS Active Mortality for Miscellaneous
Pre-Retirement Turnover	According to the CalPERS Turnover rate table
Healthcare Trend Rate	4.0% per year

E) Discount Rate

The discount rate used to measure the total OPEB liability was 3.86 percent. The discount rate is based on the Bond Buyer 20 Bond Index. The City does not participate in a trust fiduciary fund.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

9) OTHER POST-EMPLOYMENT BENEFIT (OPEB) PLAN, (CONTINUED)

F) Changes in the Total OPEB Liability

The changes in the Total OPEB liability for the Plan are as follows:

	Increase (Decrease)
	Total OPEB Liability/(Assets)
Balance at June 30, 2022 (valuation date 6/30/22)	\$ 6,356,967
Changes recognized over the measurement period:	
Service cost	309,238
Interest	228,224
Changes of assumptions	(423,509)
Actual and expected experience difference	(394,896)
Benefit payments	(442,236)
Net Changes	(723,179)
Balance at June 30, 2023 (measurement date 6/30/23)	\$ 5,633,788

G) Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the Total OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2023:

1% Decrease (2.86%)	Current Discount Rate (3.86%)	1% Increase (4.86%)
\$ 6,242,980	\$ 5,633,788	\$ 5,121,259

H) Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the Total OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2023:

1% Decrease	Current Healthcare Cost Trend Rates	1% Increase
\$ 5,250,557	\$ 5,633,788	\$ 6,174,836

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

9) OTHER POST-EMPLOYMENT BENEFIT (OPEB) PLAN, (CONTINUED)

I) OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2023, the City recognized OPEB expense of \$608,563. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change in assumptions	\$ 1,454,740	\$ 1,120,220
Difference between expected and actual experience	421,855	875,140
Total	<u>\$ 1,876,595</u>	<u>\$ 1,995,360</u>

Amounts reported as deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ending June 30,	Amount
2024	\$ 71,101
2025	71,101
2026	71,101
2027	41,911
2028	(161,252)
Thereafter	(212,727)
Total	<u>\$ (118,765)</u>

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

10) JOINT VENTURES

A) Orange County Fire Authority

In January 1995, the City of Los Alamitos entered into a joint powers agreement with 17 other cities within the County of Orange to create the Orange County Fire Authority (Authority). The purpose of the Authority is to provide for mutual fire protection, prevention and suppression services, and related and incidental services including, but not limited to emergency medical and transport services, as well as providing facilities and personnel for such services. The effective date of formation was March 1, 1995. Since the creation of the Authority, five additional cities have joined the Authority as members. The Authority's governing board consists of one representative from each city and two from the County.

The operations of the Authority are funded with structural fire fees collected by the County through the property tax roll for the unincorporated area and on behalf of all member cities except for eight cities. The County pays all structural fire fees it collects to the Authority. The eight cities for which the County does not collect structural fire fees are considered "cash contract cities" and, accordingly, make cash contributions based on the Authority's annual budget.

Upon dissolution of the Authority, all surplus money and property of the Authority will be conveyed or distributed to each member in proportion to all funds provided to the Authority by that member or by the County on behalf of that member during its membership. The City has a financial interest in the Authority; however, it does not have an equity interest or an ongoing financial responsibility. Financial statements of the Authority may be obtained from its office at Post Office Box 57115, Irvine, California 92619.

B) West Communications Financing Authority

The West Communications Financing Authority was established December 23, 1996, pursuant to a Joint Exercise of Powers Agreement by the Cities of Los Alamitos, Seal Beach and Cypress for the purpose of operating a public safety communications center.

The Board of Directors is comprised of three elected officials, one designated by each participating City. Each Director has one vote over budgeting and financial matters. The Authority is a public entity separate from the Cities and is not included in the financial statements of those entities.

Each City pays a contractual fee to the Authority which consists of personal costs, capital expenditures and reserves to fund accrued employee leave and equipment purchases. The contractual fee remains stable from year to year. In 2022-2023, the City of Los Alamitos paid \$757,481 to the Authority. Financial information for the Authority may be obtained from the City of Cypress.

**Notes to the Basic Financial Statements
For the Year Ended June 30, 2023**

10) JOINT VENTURES, (CONTINUED)

C) Integrated Law and Justice Agency for Orange County

In May 2006, the City of Los Alamitos entered into a joint powers agreement with 22 other agencies within the County of Orange to create the Integrated Law and Justice Agency for Orange County. The purpose of the Agency is to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries. The Agency's governing board consists of six Municipal Police Chiefs, each elected for a three-year term by the Orange County Chiefs & Sheriff's Association. The operations of the Agency are funded by grant awards and annual budget appropriations from each member agency. Upon dissolution of the Agency, all surplus money and property of the Agency will be conveyed or distributed to each member in proportion to all funds provided to the Agency by that member. The City has a financial interest in the Authority; however, it does not have an equity interest. Also, the City has an ongoing financial responsibility to the Agency for approximately \$3,000 per year.

Financial information for this arrangement may be obtained from the City of Los Alamitos.

11) SELF-INSURANCE PROGRAM

Effective July 1, 2016, the City rescinded its participation in the California Joint Power Insurance Authority (CJPIA) and joined the California State Association of Counties Excess Insurance Authority (EIA). Beginning July 1, 2016, excess insurance coverage for General Liability and Workers' Compensation was provided through the EIA with self-insured retentions of \$100,000 and \$125,000 per occurrence for each respective program. The EIA provides coverage up to \$25 million per occurrence for General Liability and up to the statutory limit for Workers' Compensation.

The City established a Self-Insurance Fund (an internal service fund) to account for and finance its uninsured risk of loss when it became a member of EIA for liability, master crime, and workers' compensation coverage. All funds of the City participate in the program and make payments to the Self-Insurance Fund based on estimates of the amounts needed to pay prior and current year claims and to establish a reserve for catastrophe losses. The estimated claims liability of \$1,623,789 reported at June 30, 2023, is based on the requirements of Governmental Accounting Standards Board Statement 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The above amount includes an estimate for incurred but not reported claims.

During the last three fiscal years none of the above programs of protection have had settlements or judgments that exceeded the insured coverage amount. There have been no significant reductions in insured liability coverage from the prior year.

City of Los Alamitos

Notes to the Basic Financial Statements For the Year Ended June 30, 2023

11) SELF-INSURANCE PROGRAM, (CONTINUED)

Changes in the reported liability for the last two fiscal years are as follows:

	Due Within One-Year Workers' Compensation	Long Term General Liability	Total
Liability balance as of June 30, 2021	\$ 61,982	\$ 88,681	\$ 150,663
Claims and changes in estimates during the fiscal year ended June 30, 2022	(27,848)	(72,962)	(100,810)
Claims payments during the fiscal year ended June 30, 2022	37,741	135,379	173,120
Liability Balance as of June 30, 2022	71,875	151,098	222,973
Claims and changes in estimates during the fiscal year ended June 30, 2023	1,416,202	-	1,416,202
Claims payments during the fiscal year ended June 30, 2023	(15,386)	-	(15,386)
Liability Balance as of June 30, 2023	<u>\$ 1,472,691</u>	<u>\$ 151,098</u>	<u>\$ 1,623,789</u>

12) COMMITMENTS AND CONTINGENCIES

The City is subject to litigation arising in the normal course of business.

The City has received various state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

City of Los Alamitos

Notes to the Basic Financial Statements For the Year Ended June 30, 2023

13) CLASSIFICATION OF FUND BALANCES

At June 30, 2023, fund balances are classified in the governmental funds as follows:

	General Fund	Nonmajor Governmental Funds	Total
Nonspendable			
Prepaid costs	\$ 35,519	\$ -	\$ 35,519
Due from employees	162	-	162
Total Nonspendable	35,681	-	35,681
Restricted			
Transportation	-	566,948	566,948
Cable television	-	61,257	61,257
Public safety	-	408,087	408,087
Air quality	-	166,956	166,956
Parks	-	746,451	746,451
Total Restricted	-	1,949,699	1,949,699
Committed			
Capital projects	1,582,719	134,632	1,717,351
Total Committed	1,582,719	134,632	1,717,351
Assigned			
Other post-employment benefits	500,000	-	500,000
PERS reserves	3,400,000	-	3,400,000
Capital projects	-	338,682	338,682
Total Assigned	3,900,000	338,682	4,238,682
Unassigned	14,554,960	(114,182)	14,440,778
Totals	\$ 20,073,360	\$ 2,308,831	\$ 22,382,191

City of Los Alamitos

Notes to the Basic Financial Statements For the Year Ended June 30, 2023

14) RESTATEMENT OF BEGINNING FUND BALANCE

	Governmental Funds		
	General Fund	Air Quality	Total
Fund balance at July 1, 2022, as originally reported	\$ 16,773,021	\$ 123,361	\$ 16,896,382
Adjustment for disallowed AQMD expense	(25,001)	25,001	-
Fund Balance at July 1, 2022, as restated	<u>\$ 16,748,020</u>	<u>\$ 148,362</u>	<u>\$ 16,896,382</u>

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

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City of Los Alamitos

Required Supplementary Information Budgetary Comparison Schedule – General Fund For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Fund Balance, Beginning, as Restated	\$ 16,748,020	\$ 16,748,020	\$ 16,748,020	\$ -
Revenues (Inflows):				
Taxes	17,570,908	17,570,908	20,438,555	2,867,647
Licenses and permits	943,900	943,900	814,892	(129,008)
Intergovernmental	1,374,442	1,374,442	449,741	(924,701)
Charges for services	733,779	733,779	881,378	147,599
Investment earnings	180,000	180,000	(184,106)	(364,106)
Fines and forfeitures	660,500	660,500	549,352	(111,148)
Miscellaneous	68,000	68,000	513,979	445,979
Lease acquisition	198,562	198,562	198,562	-
Transfers in	970,000	970,000	370,000	(600,000)
Amount Available for Appropriations	22,700,091	22,700,091	24,032,353	1,332,262
Charges to Appropriations (Outflows):				
General government:				
City council	66,895	66,895	67,974	(1,079)
City manager / City clerk	1,053,023	1,053,023	1,011,172	41,851
Administrative services	835,327	835,327	808,620	26,707
City attorney	196,000	196,000	311,094	(115,094)
Non-departmental	2,935,800	2,887,800	834,040	2,053,760
Public safety	8,006,050	8,006,050	7,698,807	307,243
Community development	2,019,477	2,019,477	1,902,518	116,959
Recreation and community services	2,104,743	2,104,743	2,485,133	(380,390)
Public works	2,613,129	2,613,129	2,851,433	(238,304)
Capital outlay	211,443	211,443	1,562,722	(1,351,279)
Debt service:				
Principal	8,930	8,930	8,930	-
Interest and fiscal charges	39,070	39,070	39,070	-
Transfers out	1,125,500	1,125,500	1,125,500	-
Total Charges to Appropriations	21,215,387	21,167,387	20,707,013	460,374
Fund Balance, Ending	\$ 18,232,724	\$ 18,280,724	\$ 20,073,360	\$ 1,792,636

Required Supplementary Information, (Continued)
Notes to the Budgetary Comparison Schedule
For the Year Ended June 30, 2023

1) Budgets and Budgetary Accounting Data

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- 1) The annual budget is adopted by the City Council and provides for the general operation of the City. The operating budget includes proposed expenditures and the means of financing them.
- 2) The City Council approves total budgeted appropriations and any amendments to appropriations throughout the year. This “appropriated budget” covers substantially all City expenditures. Actual expenditures may not exceed budgeted appropriations at the department level. The City’s fund structure includes the following departments: City Council, City Manager/City Clerk, Administrative Services, City Attorney, Public Safety, Community Development, Recreation and Community Services, and Public Works. The City Manager is authorized to transfer budgeted amounts between the accounts of any department. Budgets are controlled at the department level. Budget figures used in the financial statements are the final adjusted amounts, including any amendments to the budget during the fiscal year.
- 3) Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the Governmental Fund types during the fiscal year. Unexpended appropriations of the governmental funds automatically lapse at the end of the fiscal year.
- 4) Budgets for the General Fund, Special Revenue Funds, Debt Service Fund, and Capital Projects Funds, with the exception of the Capital Outlay Capital Projects Fund, are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America (USGAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. No budgetary comparisons are presented for the proprietary funds, as the City is not legally required to adopt a budget for this type of fund.
- 5) Under Article XIIIB of the California Constitution (the GANN Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller or returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2023, based on calculations by City management, proceeds of taxes did not exceed appropriations.

City of Los Alamitos

Required Supplementary Information, (Continued) Notes to the Budgetary Comparison Schedule For the Year Ended June 30, 2023

2) Excess of Expenditures over Appropriations

The following departments had expenditures that exceeded the adopted budget:

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
City council	\$ 66,895	\$ 67,974	\$ (1,079)
City attorney	196,000	311,094	(115,094)
Recreation and community services	2,104,743	2,485,133	(380,390)
Public works	2,613,129	2,851,433	(238,304)
Capital outlay	211,443	1,562,722	(1,351,279)

Required Supplementary Information, (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios –
Miscellaneous Plan
For the Year Ended June 30, 2023

Measurement Date	Proportion of the net pension liability ¹	Proportionate share of the net pension liability	Covered payroll	Proportionate share of the net pension liability as a percentage of covered payroll	Proportionate share of the fiduciary net position as a percentage of the Plan's total pension liability
6/30/2014	0.072600%	\$ 4,518,604	\$ 2,042,142	221.27%	79.80%
6/30/2015	0.090100%	6,181,642	2,067,219	299.03%	78.40%
6/30/2016	0.092200%	7,975,904	2,139,951	372.71%	74.10%
6/30/2017	0.092000%	9,127,183	2,067,777	441.40%	73.30%
6/30/2018	0.095300%	8,999,874	1,882,670	478.04%	75.30%
6/30/2019	0.166200%	9,688,016	1,883,036	514.49%	70.40%
6/30/2020	0.179100%	10,333,777	1,853,222	557.61%	69.30%
6/30/2021	0.174000%	7,053,615	1,802,686	391.28%	79.40%
6/30/2022	0.252528%	11,816,355	2,174,409	543.43%	67.45%

*Historical information is required only for measurement for which GASB 68 is applicable.

¹ Proportion of the net pension liability represents the plan's proportion of PERF C, includes the Miscellaneous Risk Pools excluding the 1959 survivors Risk Pool.

Required Supplementary Information, (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios –
Safety Plan
For the Year Ended June 30, 2023

Measurement Date	Proportion of the net pension liability ¹	Proportionate share of the net pension liability	Covered payroll	Proportionate share of the net pension liability as a percentage of covered payroll	Proportionate share of the fiduciary net position as a percentage of the Plan's total pension liability
6/30/2014	0.089100%	\$ 5,542,493	\$ 2,385,017	232.39%	79.80%
6/30/2015	0.092200%	6,328,706	2,402,592	263.41%	78.40%
6/30/2016	0.096500%	8,351,809	2,534,307	329.55%	74.10%
6/30/2017	0.098000%	9,719,511	2,655,464	366.02%	73.30%
6/30/2018	0.104700%	9,853,739	2,498,046	394.46%	75.30%
6/30/2019	0.171000%	10,731,155	2,287,551	469.11%	70.40%
6/30/2020	0.069500%	11,805,982	1,935,386	610.01%	69.30%
6/30/2021	0.164300%	7,488,379	2,184,348	342.82%	79.40%
6/30/2022	0.252528%	13,760,996	2,103,050	654.34%	70.04%

*Historical information is required only for measurement for which GASB 68 is applicable.

¹ Proportion of the net pension liability represents the plan's proportion of PERF C, which includes the Safety Risk Pools excluding the 1959 survivors Risk Pool.

Required Supplementary Information, (Continued)
Schedule of City's Contributions – Pensions – Miscellaneous Plan
For the Year Ended June 30, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered payroll	Contributions as a Percentage of Covered Payroll
2014-2015	\$ 228,140	\$ (228,140)	\$ -	\$ 2,067,219	11.0%
2015-2016	478,168	(478,168)	-	2,139,951	22.3%
2016-2017	575,534	(575,534)	-	2,067,777	27.8%
2017-2018	607,715	(607,715)	-	1,882,670	32.3%
2018-2019	706,647	(706,647)	-	1,883,036	37.5%
2019-2020	878,063	(878,063)	-	1,853,222	47.4%
2020-2021	902,971	(902,971)	-	1,802,686	50.1%
2021-2022	1,016,424	(1,016,424)	-	2,174,409	46.7%
2022-2023	1,169,151	(1,169,151)	-	2,726,295	42.9%

*Historical information is required only for measurement for which GASB 68 is applicable.

Notes to Schedule:

Change in Benefit Terms: There were no changes to benefit terms that applied to all members of the Public Agency Pool. Additionally, the figures above do not include any liability impact that may have resulted from Golden Handshakes that occurred after the June 30, 2021 valuation date, unless the liability impact is deemed to be material to the Public Agency Pool.

Change in Assumptions: Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. There were no assumption changes for 2021. For 2020, the Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019. There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate in 2019. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes in the discount rate. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

**Required Supplementary Information, (Continued)
Schedule of City's Contributions – Pensions – Safety Plan
For the Year Ended June 30, 2023**

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered payroll	Contributions as a Percentage of Covered Payroll
2014-2015	\$ 605,370	\$ (605,370)	\$ -	\$ 2,402,592	25.2%
2015-2016	748,750	(748,750)	-	2,534,307	29.5%
2016-2017	797,034	(797,034)	-	2,655,464	30.0%
2017-2018	847,090	(847,090)	-	2,498,046	33.9%
2018-2019	927,772	(927,772)	-	2,287,551	40.6%
2019-2020	1,075,926	(1,075,926)	-	1,935,386	55.6%
2020-2021	1,163,513	(1,163,513)	-	2,184,348	53.3%
2021-2022	1,250,864	(1,250,864)	-	2,103,050	59.5%
2022-2023	1,435,023	(1,435,023)	-	2,416,863	59.4%

*Historical information is required only for measurement for which GASB 68 is applicable.

Notes to Schedule:

Change in Benefit Terms: There were no changes to benefit terms that applied to all members of the Public Agency Pool. Additionally, the figures above do not include any liability impact that may have resulted from Golden Handshakes that occurred after the June 30, 2021 valuation date, unless the liability impact is deemed to be material to the Public Agency Pool.

Change in Assumptions: Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. There were no assumption changes for 2021. For 2020, the Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019. There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate in 2019. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes in the discount rate. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

Required Supplementary Information, (Continued)
Schedule of Changes in the Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2023

Fiscal Year	2023	2022	2021	2020	2019	2018
Total OPEB Liability						
Service cost	\$ 309,238	\$ 345,491	\$ 333,552	\$ 192,736	\$ 175,452	\$ 170,756
Interest on the total OPEB liability	228,224	144,055	143,962	164,133	157,013	166,352
Experience (gains)/losses	(394,896)	542,385	-	(1,087,077)	-	-
Changes in assumptions	(423,509)	(973,560)	31,397	2,824,825	100,644	-
Benefit payments	(442,236)	(395,761)	(383,006)	(238,645)	(237,974)	(228,821)
Net change in total OPEB liability	<u>(723,179)</u>	<u>(337,390)</u>	<u>125,905</u>	<u>1,855,972</u>	<u>195,135</u>	<u>108,287</u>
Total OPEB liability - beginning	<u>6,356,967</u>	<u>6,694,357</u>	<u>6,568,452</u>	<u>4,712,480</u>	<u>4,517,345</u>	<u>4,409,058</u>
Total OPEB liability - ending (a)	<u>\$ 5,633,788</u>	<u>\$ 6,356,967</u>	<u>\$ 6,694,357</u>	<u>\$ 6,568,452</u>	<u>\$ 4,712,480</u>	<u>\$ 4,517,345</u>
Covered-employee payroll⁽¹⁾	\$ 5,131,255	\$ 4,277,459	\$ 4,700,996	\$ 4,502,169	\$ 4,380,716	\$ 4,380,716
Total OPEB liability as a percentage of covered-employee payroll	109.79%	148.62%	142.40%	145.90%	107.57%	103.12%

* Historical information is required only for measurement for which GASB 75 is applicable.

Notes to Schedule:

⁽¹⁾Contributions to the OPEB plan are not based on a measure of pay, therefore covered employee payroll is used. No assets are accumulated in a trust that meets the criteria of GASB 75 to pay related benefits.

Changes in assumptions: For 2023, the discount rate increased from 3.45% to 3.86% based on the municipal bond index. For 2022, the discount rate increased from 2.16% to 3.45% based on the updated municipal bond index. Payroll growth, mortality, termination and retirement rate assumptions have been updated from CalPERS Experience Study and Review of Actuarial Assumptions published in December 2017 to the most recent study published in November 2021. Healthcare trend rates have been updated from 4.00% to Getzen 2022 table that reflects actual premium increases from 2022 to 2023 followed by 6.50% in 2023 that decreases gradually to an ultimate rate of 3.94% in 2075 for non-Medicare and 4.00% for all years on/after 2023 for Medicare. Percentage of active employees assumed to elect spousal coverage at retirement has been reduced from 80% to 25%.

SUPPLEMENTARY INFORMATION

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City of Los Alamitos

Combining Balance Sheet Nonmajor Governmental Funds June 30, 2023

	Special Revenue Funds			
	Community Development Block Grant	Measure M	Los Alamitos Television	Office of Traffic Safety
ASSETS				
Cash and investments	\$ 115,345	\$ 552,869	\$ 64,031	\$ 106,493
Receivables:				
Due from other governments	-	-	-	-
Cash and investments - restricted	-	-	-	-
Total Assets	\$ 115,345	\$ 552,869	\$ 64,031	\$ 106,493
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ 7,622	\$ 2,774	-
Unearned revenues	229,527	-	-	-
Deposits payable	-	-	-	-
Total Liabilities	229,527	7,622	2,774	-
Fund Balances:				
Restricted	-	545,247	61,257	106,493
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	(114,182)	-	-	-
Total Fund Balances (Deficit)	(114,182)	545,247	61,257	106,493
Total Liabilities and Fund Balances	\$ 115,345	\$ 552,869	\$ 64,031	\$ 106,493

City of Los Alamitos

Combining Balance Sheet, (Continued) Nonmajor Governmental Funds June 30, 2023

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Agency	Air Quality
ASSETS				
Cash and investments	\$ 47,612	\$ 3,742	\$ 269,263	\$ 166,956
Receivables:				
Due from other governments	-	-	-	-
Cash and investments - restricted	-	-	-	-
Total Assets	\$ 47,612	\$ 3,742	\$ 269,263	\$ 166,956
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 17,519	\$ -	\$ -	\$ -
Unearned revenues	-	-	-	-
Deposits payable	1,504	-	-	-
Total Liabilities	19,023	-	-	-
Fund Balances:				
Restricted	28,589	3,742	269,263	166,956
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances (Deficit)	28,589	3,742	269,263	166,956
Total Liabilities and Fund Balances	\$ 47,612	\$ 3,742	\$ 269,263	\$ 166,956

City of Los Alamitos

Combining Balance Sheet, (Continued) Nonmajor Governmental Funds June 30, 2023

	Special Revenue Funds	Capital Projects Funds		
	State Gas Tax	Park Development	Building Improvement	Residential Streets/ Alleys
ASSETS				
Cash and investments	\$ 36,319	\$ 746,451	\$ 328,536	\$ 6,942
Receivables:				
Due from other governments	55,711	-	-	-
Cash and investments - restricted	-	-	-	-
Total Assets	\$ 92,030	\$ 746,451	\$ 328,536	\$ 6,942
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 35,541	\$ -	\$ 4,035	\$ -
Unearned revenues	-	-	-	-
Deposits payable	-	-	-	-
Total Liabilities	35,541	-	4,035	-
Fund Balances:				
Restricted	-	746,451	-	-
Committed	56,489	-	-	-
Assigned	-	-	324,501	6,942
Unassigned	-	-	-	-
Total Fund Balances (Deficit)	56,489	746,451	324,501	6,942
Total Liabilities and Fund Balances	\$ 92,030	\$ 746,451	\$ 328,536	\$ 6,942

City of Los Alamitos

Combining Balance Sheet, (Concluded) Nonmajor Governmental Funds June 30, 2023

	Capital Projects Funds		Debt Service Fund	Total Nonmajor Governmental Funds
	Traffic Improvement	Capital Outlay	Debt Service	
ASSETS				
Cash and investments	\$ 269,604	\$ -	\$ 6,990	\$ 2,721,153
Receivables:				
Due from other governments	-	-	-	55,711
Cash and investments - restricted	-	-	249	249
Total Assets	\$ 269,604	\$ -	\$ 7,239	\$ 2,777,113
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 32,981	\$ -	\$ -	\$ 100,472
Unearned revenues	136,779	-	-	366,306
Deposits payable	-	-	-	1,504
Total Liabilities	169,760	-	-	468,282
Fund Balances:				
Restricted	21,701	-	-	1,949,699
Committed	78,143	-	-	134,632
Assigned	-	-	7,239	338,682
Unassigned	-	-	-	(114,182)
Total Fund Balances (Deficit)	99,844	-	7,239	2,308,831
Total Liabilities and Fund Balances	\$ 269,604	\$ -	\$ 7,239	\$ 2,777,113

City of Los Alamitos

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances Nonmajor Governmental Funds For the Year Ended June 30, 2023

	Special Revenue Funds			
	Community Development Block Grant	Measure M	Los Alamitos Television	Office of Traffic Safety
REVENUES				
Taxes	\$ -	\$ -	\$ 6,780	\$ -
Intergovernmental	10,671	-	-	-
Investment earnings	-	11,713	1,388	1,850
Fines and forfeitures	-	-	-	25,771
Program revenues	-	252,814	-	-
Miscellaneous	-	-	865	-
Total Revenues	10,671	264,527	9,033	27,621
EXPENDITURES				
Current:				
General government	-	-	21,723	-
Public works	-	-	-	-
Capital outlay	10,671	317,870	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	10,671	317,870	21,723	-
Revenues Over (Under) Expenditures	-	(53,343)	(12,690)	27,621
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	(5,000)
Total Other Financing Sources (Uses)	-	-	-	(5,000)
Change in Fund Balances	-	(53,343)	(12,690)	22,621
Fund Balances (Deficits), Beginning of Year, as Restated	(114,182)	598,590	73,947	83,872
Fund Balances (Deficits), End of Year	\$ (114,182)	\$ 545,247	\$ 61,257	\$ 106,493

City of Los Alamitos

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances, (Continued) Nonmajor Governmental Funds For the Year Ended June 30, 2023

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Agency	Air Quality
REVENUES				
Taxes	\$ -	\$ 79,141	\$ -	\$ -
Intergovernmental	-	-	214,731	15,508
Investment earnings	683	601	5,684	3,086
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	6,283	-	-	-
Total Revenues	6,966	79,742	220,415	18,594
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Revenues Over (Under) Expenditures	6,966	79,742	220,415	18,594
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	(105,000)	(140,000)	-
Total Other Financing Sources (Uses)	-	(105,000)	(140,000)	-
Change in Fund Balances	6,966	(25,258)	80,415	18,594
Fund Balances (Deficits), Beginning of Year, as Restated	21,623	29,000	188,848	148,362
Fund Balances, End of Year	\$ 28,589	\$ 3,742	\$ 269,263	\$ 166,956

City of Los Alamitos

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances, (Continued) Nonmajor Governmental Funds For the Year Ended June 30, 2023

	Special Revenue Funds	Capital Projects Funds		
	State Gas Tax	Park Development	Building Improvement	Residential Streets/ Alleys
REVENUES				
Taxes	\$ 591,924	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	-
Investment earnings	514	13,080	5,489	138
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	592,438	13,080	5,489	138
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Capital outlay	641,565	-	64,391	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	641,565	-	64,391	-
Revenues Over (Under) Expenditures	(49,127)	13,080	(58,902)	138
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	150,000	-
Transfers out	(120,000)	-	-	-
Total Other Financing Sources (Uses)	(120,000)	-	150,000	-
Change in Fund Balances	(169,127)	13,080	91,098	138
Fund Balances (Deficits), Beginning of Year, as Restated	225,616	733,371	233,403	6,804
Fund Balances, End of Year	\$ 56,489	\$ 746,451	\$ 324,501	\$ 6,942

City of Los Alamitos

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances, (Concluded) Nonmajor Governmental Funds For the Year Ended June 30, 2023

	Capital Projects Funds		Debt Service Fund	Total Nonmajor Governmental Funds
	Traffic Improvement	Capital Outlay	Debt Service	
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ 677,845
Intergovernmental	-	-	-	240,910
Investment earnings	7,945	-	-	52,171
Fines and forfeitures	-	-	-	25,771
Program revenues	-	-	-	252,814
Miscellaneous	-	-	-	7,148
Total Revenues	7,945	-	-	1,256,659
EXPENDITURES				
Current:				
General government	-	119	-	21,842
Public works	183,084	-	-	183,084
Capital outlay	-	-	-	1,034,497
Debt service:				
Principal	-	-	85,000	85,000
Interest and fiscal charges	-	-	126,516	126,516
Total Expenditures	183,084	119	211,516	1,450,939
Revenues Over (Under) Expenditures	(175,139)	(119)	(211,516)	(194,280)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	215,500	365,500
Transfers out	-	-	-	(370,000)
Total Other Financing Sources (Uses)	-	-	215,500	(4,500)
Change in Fund Balances	(175,139)	(119)	3,984	(198,780)
Fund Balances (Deficits), Beginning of Year, as Restated	274,983	119	3,255	2,507,611
Fund Balances, End of Year	\$ 99,844	\$ -	\$ 7,239	\$ 2,308,831

City of Los Alamitos

**Schedule of Revenues, Expenditures, and Changes in Fund Balances –
Budget and Actual
Community Development Block Grant Special Revenue Fund
For the Year Ended June 30, 2023**

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance (Deficit), Beginning	<u>\$ (114,182)</u>	<u>\$ (114,182)</u>	<u>\$ -</u>
Revenues (Inflows):			
Intergovernmental	<u>350,000</u>	<u>10,671</u>	<u>(339,329)</u>
Amount Available for Appropriations	<u>350,000</u>	<u>10,671</u>	<u>(339,329)</u>
Charges to Appropriations (Outflows):			
Capital outlay	<u>350,000</u>	<u>10,671</u>	<u>339,329</u>
Total Charges to Appropriations	<u>350,000</u>	<u>10,671</u>	<u>339,329</u>
Fund Balance (Deficit), Ending	<u><u>\$ (114,182)</u></u>	<u><u>\$ (114,182)</u></u>	<u><u>\$ -</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual Measure M Special Revenue Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 598,590</u>	<u>\$ 598,590</u>	<u>\$ -</u>
Revenues (Inflows):			
Investment earnings	3,300	11,713	8,413
Program revenues	<u>278,213</u>	<u>252,814</u>	<u>(25,399)</u>
Amount Available for Appropriations	<u>281,513</u>	<u>264,527</u>	<u>(16,986)</u>
Charges to Appropriations (Outflows):			
Capital outlay	<u>141,023</u>	<u>317,870</u>	<u>(176,847)</u>
Total Charges to Appropriations	<u>141,023</u>	<u>317,870</u>	<u>(176,847)</u>
Fund Balance, Ending	<u><u>\$ 739,080</u></u>	<u><u>\$ 545,247</u></u>	<u><u>\$ (193,833)</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual Los Alamitos Television Special Revenue Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 73,947</u>	<u>\$ 73,947</u>	<u>\$ -</u>
Revenues (Inflows):			
Taxes	24,900	6,780	(18,120)
Investment earnings	500	1,388	888
Miscellaneous	<u>-</u>	<u>865</u>	<u>865</u>
Amount Available for Appropriations	<u>25,400</u>	<u>9,033</u>	<u>(16,367)</u>
Charges to Appropriations (Outflows):			
General government	<u>57,320</u>	<u>21,723</u>	<u>35,597</u>
Total Charges to Appropriations	<u>57,320</u>	<u>21,723</u>	<u>35,597</u>
Fund Balance, Ending	<u><u>\$ 42,027</u></u>	<u><u>\$ 61,257</u></u>	<u><u>\$ 19,230</u></u>

City of Los Alamitos

**Schedule of Revenues, Expenditures, and Changes in Fund Balances –
Budget and Actual
Office of Traffic Safety Special Revenue Fund
For the Year Ended June 30, 2023**

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 83,872</u>	<u>\$ 83,872</u>	<u>\$ -</u>
Revenues (Inflows):			
Investment earnings	500	1,850	1,350
Fines and forfeitures	<u>15,000</u>	<u>25,771</u>	<u>10,771</u>
Amount Available for Appropriations	<u>15,500</u>	<u>27,621</u>	<u>12,121</u>
Charges to Appropriations (Outflows):			
Public safety	260	-	260
Transfers out	<u>5,000</u>	<u>5,000</u>	<u>-</u>
Total Charges to Appropriations	<u>5,260</u>	<u>5,000</u>	<u>260</u>
Fund Balance, Ending	<u><u>\$ 94,112</u></u>	<u><u>\$ 106,493</u></u>	<u><u>\$ 12,381</u></u>

City of Los Alamitos

**Schedule of Revenues, Expenditures, and Changes in Fund Balances –
Budget and Actual
Asset Seizure Special Revenue Fund
For the Year Ended June 30, 2023**

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 21,623</u>	<u>\$ 21,623</u>	<u>\$ -</u>
Revenues (Inflows):			
Investment earnings	400	683	283
Miscellaneous	<u>-</u>	<u>6,283</u>	<u>6,283</u>
Amount Available for Appropriations	<u>400</u>	<u>6,966</u>	<u>6,566</u>
Fund Balance, Ending	<u><u>\$ 22,023</u></u>	<u><u>\$ 28,589</u></u>	<u><u>\$ 6,566</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual Public Safety Augmentation Special Revenue Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 29,000</u>	<u>\$ 29,000</u>	<u>\$ -</u>
Revenues (Inflows):			
Taxes	132,966	79,141	(53,825)
Investment earnings	<u>150</u>	<u>601</u>	<u>451</u>
Amount Available for Appropriations	<u>133,116</u>	<u>79,742</u>	<u>(53,374)</u>
Charges to Appropriations (Outflows):			
Transfers out	<u>105,000</u>	<u>105,000</u>	<u>-</u>
Total Charges to Appropriations	<u>105,000</u>	<u>105,000</u>	<u>-</u>
Fund Balance, Ending	<u><u>\$ 57,116</u></u>	<u><u>\$ 3,742</u></u>	<u><u>\$ (53,374)</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual State Law Enforcement Agency Special Revenue Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 188,848</u>	<u>\$ 188,848</u>	<u>\$ -</u>
Revenues (Inflows):			
Intergovernmental	170,000	214,731	44,731
Investment earnings	<u>1,200</u>	<u>5,684</u>	<u>4,484</u>
Amount Available for Appropriations	<u>171,200</u>	<u>220,415</u>	<u>49,215</u>
Charges to Appropriations (Outflows):			
Transfers out	<u>140,000</u>	<u>140,000</u>	<u>-</u>
Total Charges to Appropriations	<u>140,000</u>	<u>140,000</u>	<u>-</u>
Fund Balance, Ending	<u><u>\$ 220,048</u></u>	<u><u>\$ 269,263</u></u>	<u><u>\$ 49,215</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual Air Quality Special Revenue Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning, As Restated	<u>\$ 148,362</u>	<u>\$ 148,362</u>	<u>\$ -</u>
Revenues (Inflows):			
Intergovernmental	21,865	15,508	(6,357)
Investment earnings	<u>700</u>	<u>3,086</u>	<u>2,386</u>
Amount Available for Appropriations	<u>22,565</u>	<u>18,594</u>	<u>(3,971)</u>
Charges to Appropriations (Outflows):			
Transfers out	<u>-</u>	<u>-</u>	<u>-</u>
Total Charges to Appropriations	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending, As Restated	<u><u>\$ 170,927</u></u>	<u><u>\$ 166,956</u></u>	<u><u>\$ (3,971)</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual State Gas Tax Special Revenue Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 225,616</u>	<u>\$ 225,616</u>	<u>\$ -</u>
Revenues (Inflows):			
Taxes	605,588	591,924	(13,664)
Investment earnings	<u>1,300</u>	<u>514</u>	<u>(786)</u>
Amount Available for Appropriations	<u>606,888</u>	<u>592,438</u>	<u>(14,450)</u>
Charges to Appropriations (Outflows):			
Capital outlay	762,500	641,565	120,935
Transfers out	<u>120,000</u>	<u>120,000</u>	<u>-</u>
Total Charges to Appropriations	<u>882,500</u>	<u>761,565</u>	<u>120,935</u>
Fund Balance, Ending	<u><u>\$ (49,996)</u></u>	<u><u>\$ 56,489</u></u>	<u><u>\$ 106,485</u></u>

City of Los Alamitos

**Schedule of Revenues, Expenditures, and Changes in Fund Balances –
Budget and Actual
Park Development Capital Projects Fund
For the Year Ended June 30, 2023**

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 733,371</u>	<u>\$ 733,371</u>	<u>\$ -</u>
Revenues (Inflows):			
Investment earnings	<u>4,400</u>	<u>13,080</u>	<u>8,680</u>
Amount Available for Appropriations	<u>4,400</u>	<u>13,080</u>	<u>8,680</u>
Fund Balance, Ending	<u><u>\$ 737,771</u></u>	<u><u>\$ 746,451</u></u>	<u><u>\$ 8,680</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual Building Improvement Capital Projects Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 233,403</u>	<u>\$ 233,403</u>	<u>\$ -</u>
Revenues (Inflows):			
Investment earnings	400	5,489	5,089
Transfers in	<u>150,000</u>	<u>150,000</u>	<u>-</u>
Amount Available for Appropriations	<u>150,400</u>	<u>155,489</u>	<u>5,089</u>
Charges to Appropriations (Outflows):			
Capital outlay	<u>147,000</u>	<u>64,391</u>	<u>82,609</u>
Total Charges to Appropriations	<u>147,000</u>	<u>64,391</u>	<u>82,609</u>
Fund Balance, Ending	<u><u>\$ 236,803</u></u>	<u><u>\$ 324,501</u></u>	<u><u>\$ 87,698</u></u>

City of Los Alamitos

**Schedule of Revenues, Expenditures, and Changes in Fund Balances –
Budget and Actual
Residential Streets/Alleys Capital Projects Fund
For the Year Ended June 30, 2023**

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 6,804</u>	<u>\$ 6,804</u>	<u>\$ -</u>
Revenues (Inflows):			
Investment earnings	<u>50</u>	<u>138</u>	<u>88</u>
Amount Available for Appropriations	<u>50</u>	<u>138</u>	<u>88</u>
Fund Balance, Ending	<u><u>\$ 6,854</u></u>	<u><u>\$ 6,942</u></u>	<u><u>\$ 88</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual Traffic Improvement Capital Projects Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 274,983</u>	<u>\$ 274,983</u>	<u>\$ -</u>
Revenues (Inflows):			
Charges for services	15,000	-	(15,000)
Investment earnings	2,500	7,945	5,445
Miscellaneous	<u>275,000</u>	<u>-</u>	<u>(275,000)</u>
Amount Available for Appropriations	<u>292,500</u>	<u>7,945</u>	<u>(284,555)</u>
Charges to Appropriations (Outflows):			
Public works	<u>275,000</u>	<u>183,084</u>	<u>91,916</u>
Total Charges to Appropriations	<u>275,000</u>	<u>183,084</u>	<u>91,916</u>
Fund Balance, Ending	<u><u>\$ 292,483</u></u>	<u><u>\$ 99,844</u></u>	<u><u>\$ (192,639)</u></u>

City of Los Alamitos

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual Debt Service Fund For the Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Fund Balance, Beginning	<u>\$ 3,255</u>	<u>\$ 3,255</u>	<u>\$ -</u>
Revenues (Inflows):			
Investment earnings	100	-	(100)
Transfers in	<u>215,500</u>	<u>215,500</u>	<u>-</u>
Amount Available for Appropriations	<u>215,600</u>	<u>215,500</u>	<u>(100)</u>
Charges to Appropriations (Outflows):			
Debt Service:			
Principal	85,000	85,000	-
Interest and fiscal charges	<u>130,494</u>	<u>126,516</u>	<u>3,978</u>
Total Charges to Appropriations	<u>215,494</u>	<u>211,516</u>	<u>3,978</u>
Fund Balance, Ending	<u><u>\$ 3,361</u></u>	<u><u>\$ 7,239</u></u>	<u><u>\$ 3,878</u></u>

City of Los Alamitos

Combining Statement of Net Position All Internal Service Funds June 30, 2023

	Garage	Technology Replacement	Police Capital Expenditures	Facilities, Streets, Parks and Pool Capital Expenditures	Self- Insurance Trust	Total
ASSETS						
Current assets:						
Cash and investments	\$ 429,258	\$ 50,619	\$ 136,105	\$ 385,815	\$ 666,452	\$ 1,668,249
Total Current Assets	429,258	50,619	136,105	385,815	666,452	1,668,249
Noncurrent assets:						
Capital assets - net of accumulated depreciation	673,120	-	-	332,657	-	1,005,777
Total Noncurrent Assets	673,120	-	-	332,657	-	1,005,777
Total Assets	1,102,378	50,619	136,105	718,472	666,452	2,674,026
LIABILITIES						
Current liabilities:						
Accounts payable	28,284	15,232	30,000	23,437	33,110	130,063
Accrued interest	1,279	-	-	-	-	1,279
Accrued claims and judgements	-	-	-	-	1,472,691	1,472,691
Leases payable	71,563	-	-	-	-	71,563
Total Current Liabilities	101,126	15,232	30,000	23,437	1,505,801	1,675,596
Long-term liabilities:						
Claims and judgements	-	-	-	-	151,098	151,098
Leases payable	257,979	-	-	-	-	257,979
Total Long-term Liabilities	257,979	-	-	-	151,098	409,077
Total Liabilities	359,105	15,232	30,000	23,437	1,656,899	2,084,673
NET POSITION (DEFICIT)						
Net investment in capital assets	343,578	-	-	332,657	-	676,235
Unrestricted	399,695	35,387	106,105	362,378	(990,447)	(86,882)
Total Net Position	\$ 743,273	\$ 35,387	\$ 106,105	\$ 695,035	\$ (990,447)	\$ 589,353

City of Los Alamitos

Combining Statement of Revenues, Expenses, and Changes in Net Position All Internal Service Funds For the Year Ended June 30, 2023

	Garage	Technology Replacement	Police Capital Expenditures	Facilities, Streets, Parks and Pool Capital Expenditures	Self- Insurance Trust	Total
OPERATING REVENUES						
Charges for services:						
Garage	\$ 377,055	\$ -	\$ -	\$ -	\$ -	\$ 377,055
Technology replacement	-	195,871	-	-	-	195,871
Total Operating Revenues	377,055	195,871	-	-	-	572,926
OPERATING EXPENSES						
Supplies and materials	168,855	362,068	55,528	-	-	586,451
Outside services	89,597	124,588	-	30,546	-	244,731
Claims expense	-	-	-	-	2,081,458	2,081,458
Depreciation	183,550	8,382	-	7,340	-	199,272
Total Operating Expenses	442,002	495,038	55,528	37,886	2,081,458	3,111,912
Operating loss	(64,947)	(299,167)	(55,528)	(37,886)	(2,081,458)	(2,538,986)
NON-OPERATING REVENUES (EXPENSES)						
Interest expense	(65,148)	-	-	-	-	(65,148)
Total Non-operating Revenues (Expenses)	(65,148)	-	-	-	-	(65,148)
INCOME BEFORE TRANSFERS	(130,095)	(299,167)	(55,528)	(37,886)	(2,081,458)	(2,604,134)
Transfers in	-	-	-	100,000	660,000	760,000
Total Transfers	-	-	-	100,000	660,000	760,000
Change in Net Position	(130,095)	(299,167)	(55,528)	62,114	(1,421,458)	(1,844,134)
Net Position, Beginning of Year	873,368	334,554	161,633	632,921	431,011	2,433,487
Net Position, End of Year	\$ 743,273	\$ 35,387	\$ 106,105	\$ 695,035	\$ (990,447)	\$ 589,353

City of Los Alamitos

Combining Statement of Cash Flows All Internal Service Funds For the Year Ended June 30, 2023

	Garage	Technology Replacement	Police Capital Expenditures	Facilities, Streets, Parks and Pool Capital Expenditures	Self- Insurance Trust	Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from interfund charges for garage services	\$ 377,055	\$ -	\$ -	\$ -	\$ -	\$ 377,055
Receipts from interfund charges for technology replacement services	-	195,871	-	-	-	195,871
Payments to suppliers and service providers	(249,680)	(542,335)	(28,822)	(7,743)	(673,598)	(1,502,178)
Cash received from (payments to) others	-	-	-	-	12,102	12,102
Net Cash Provided by (Used for) Operating Activities	127,375	(346,464)	(28,822)	(7,743)	(661,496)	(917,150)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES						
Transfers in	-	-	-	100,000	660,000	760,000
Net Cash Provided by Non-Capital Financing Activities	-	-	-	100,000	660,000	760,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Acquisition and construction of capital assets	(168,195)	-	-	-	-	(168,195)
Principal paid on capital debt	(50,505)	-	-	-	-	(50,505)
Interest paid on capital debt	(65,148)	-	-	-	-	(65,148)
Net Cash Used for Capital and Related Financing Activities	(283,848)	-	-	-	-	(283,848)
Net increase (decrease) in cash and cash equivalents	(156,473)	(346,464)	(28,822)	92,257	(1,496)	(440,998)
Cash and equivalents, beginning of year	585,731	397,083	164,927	293,558	667,948	2,109,247
Cash and equivalents, end of year	\$ 429,258	\$ 50,619	\$ 136,105	\$ 385,815	\$ 666,452	\$ 1,668,249
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES						
Operating loss	\$ (64,947)	\$ (299,167)	\$ (55,528)	\$ (37,886)	\$ (2,081,458)	\$ (2,538,986)
Adjustments to reconcile operating loss to net cash provided by (used for) operating activities:						
Depreciation	183,550	8,382	-	7,340	-	199,272
Changes in operating assets and liabilities:						
(Increase) decrease in accounts receivable	-	-	-	-	12,102	12,102
Increase (decrease) in accounts payable	8,772	(55,679)	26,706	22,803	7,044	9,646
Increase (decrease) in claims and judgements	-	-	-	-	1,400,816	1,400,816
Total Adjustments	192,322	(47,297)	26,706	30,143	1,419,962	1,621,836
Net Cash Provided by (Used for) Operating Activities	\$ 127,375	\$ (346,464)	\$ (28,822)	\$ (7,743)	\$ (661,496)	\$ (917,150)

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STATISTICAL SECTION

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City of Los Alamitos

Statistical Section For the Year Ended June 30, 2023

This part of the City of Los Alamitos's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

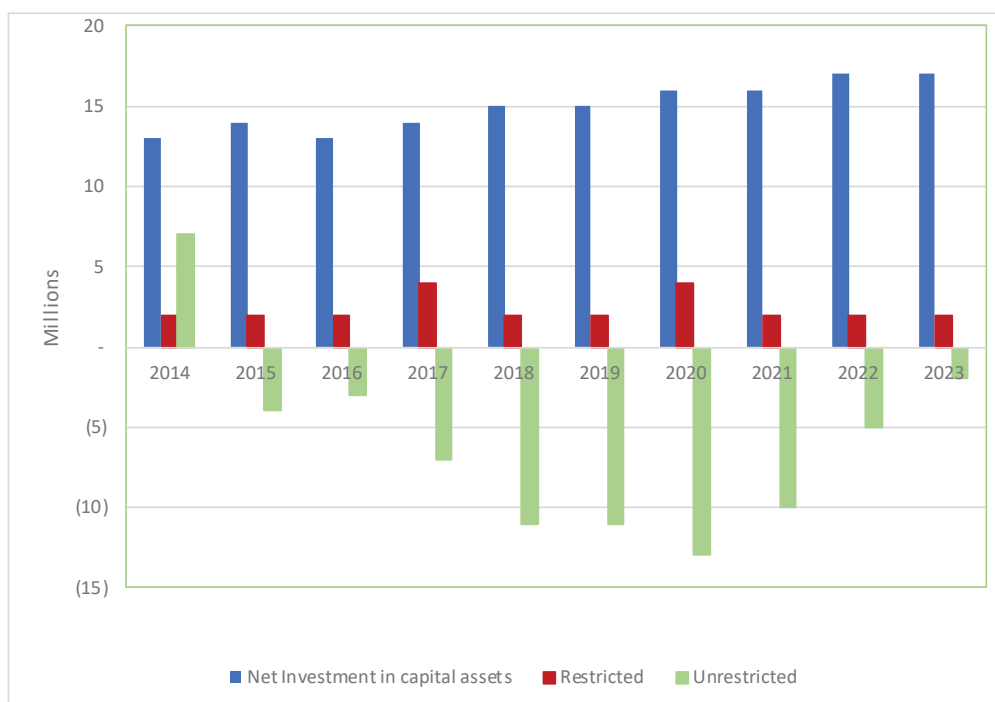
<u>CONTENTS</u>	<u>Page</u>
<u>Financial Trends</u> : These schedules contain trend information to help the reader understands how the City's financial performance and well-being has changed over time	101
<u>Revenue Capacity</u> : These schedules contain trend information to help the reader assesses the factors affecting the City's most significant revenue source, property tax	108
<u>Debt Capacity</u> : These schedules present information to help the reader assesses the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future	115
<u>Demographic and Economic Information</u> : These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place	118
<u>Operating Information</u> : These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs	120

City of Los Alamitos

Net Position by Component Last Ten Fiscal Years (Accrual basis of accounting) (Amounts expressed in thousands)

	2014	2015*	2016	2017	2018
Governmental activities:					
Net investment in capital assets	\$ 13,585	\$ 13,519	\$ 12,658	\$ 14,156	\$ 15,281
Restricted	878	713	1,334	764	761
Unrestricted	8,393	(4,126)	(3,828)	(5,506)	(10,679)
Total governmental activities net position	<u>\$ 22,856</u>	<u>\$ 10,106</u>	<u>\$ 10,164</u>	<u>\$ 9,414</u>	<u>\$ 5,363</u>

	2019	2020	2021	2022	2023
Governmental activities:					
Net investment in capital assets	\$ 15,315	\$ 15,776	\$ 15,623	\$ 16,545	\$ 17,439
Restricted	1,350	1,453	2,153	2,353	1,950
Unrestricted	(10,746)	(11,287)	(9,608)	(5,197)	(1,899)
Total governmental activities net position	<u>\$ 5,919</u>	<u>\$ 5,942</u>	<u>\$ 8,168</u>	<u>\$ 13,701</u>	<u>\$ 17,490</u>



Source: City of Los Alamitos, Finance Department

* In Fiscal Year 2014-15 the City implemented GASB Statement No. 68, which resulted in a \$12.8 million decrease to the City's net position in relation to accounting for the City's net pension liability and related deferrals.

** In Fiscal Year 2017-18 the City implemented GASB Statement No. 75, which resulted in a \$3.6 million decrease to the City's net position in relation to accounting for the City's total OPEB liability.

City of Los Alamitos

Changes in Net Position Last Ten Fiscal Years (Accrual basis of accounting) (Amounts expressed in thousands)

	2014	2015	2016	2017	2018
Expenses					
Governmental activities:					
General government	\$ 2,223	\$ 2,646	\$ 2,976	\$ 2,830	\$ 3,517
Public safety	5,691	5,463	5,732	6,922	6,311
Community development	843	714	685	775	1,104
Recreation and community services	1,700	1,772	1,834	1,783	1,811
Public works	2,839	2,592	2,339	2,306	2,314
Interest and fiscal charges	140	138	302	148	141
Total governmental activities expenses	<u>13,436</u>	<u>13,325</u>	<u>13,868</u>	<u>14,764</u>	<u>15,198</u>
Program Revenues					
Governmental activities:					
Charges for services					
General government	385	205	225	272	814
Public safety	735	752	808	825	859
Community development	113	141	80	100	198
Recreation and community services	1,242	1,301	1,225	1,087	956
Public works	18	2	139	-	-
Operating grants	323	293	398	453	151
Capital grants and contributions	1,739	629	530	369	391
Total governmental activities program revenues	<u>4,555</u>	<u>3,323</u>	<u>3,405</u>	<u>3,106</u>	<u>3,369</u>
Net (expense)/revenue					
Governmental activities	<u>(8,881)</u>	<u>(10,002)</u>	<u>(10,463)</u>	<u>(11,658)</u>	<u>(11,829)</u>
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	2,733	2,954	3,118	3,603	3,773
Utility users tax	2,188	2,210	2,092	2,037	2,034
Transient occupancy	113	132	156	159	167
Sales	2,836	3,064	3,357	3,160	3,336
Franchise	689	712	709	669	691
Business license	551	563	566	609	647
Other	334	348	251	339	429
	<u>9,444</u>	<u>9,983</u>	<u>10,249</u>	<u>10,576</u>	<u>11,077</u>
Investment income	13	30	86	63	102
Gain on Sale of property	-	-	-	-	19
Other	267	146	185	269	182
Total governmental activities	<u>9,724</u>	<u>10,159</u>	<u>10,520</u>	<u>10,908</u>	<u>11,380</u>
Changes in Net Position					
Governmental activities	<u>\$ 843</u>	<u>\$ 157</u>	<u>\$ 57</u>	<u>\$ (750)</u>	<u>\$ (449)</u>

Source: City of Los Alamitos Finance Department

City of Los Alamitos

Changes in Net Position, (Continued) Last Ten Fiscal Years (Accrual basis of accounting) (Amounts expressed in thousands)

	2019	2020	2021	2022	2023
Expenses					
Governmental activities:					
General government	\$ 3,135	\$ 3,586	\$ 3,493	\$ 2,548	\$ 3,617
Public safety	6,556	6,912	7,135	6,382	8,824
Community development	986	1,091	957	1,344	2,121
Recreation and community services	1,746	1,758	1,471	2,043	2,808
Public works	2,415	2,572	2,907	3,226	3,333
Interest and fiscal charges	142	58	331	138	227
Total governmental activities expenses	14,980	15,977	16,294	15,681	20,930
Program Revenues					
Governmental activities:					
Charges for services					
General government	831	1,335	914	1,036	1,557
Public safety	916	711	478	841	390
Community development	3	3	2	7	1
Recreation and community services	937	781	527	892	545
Public works	167	508	353	549	-
Operating grants	442	628	1,872	-	1,071
Capital grants and contributions	254	249	241	-	264
Total governmental activities program revenues	3,550	4,215	4,387	3,325	3,828
Net (expense)/revenue					
Governmental activities	(11,430)	(11,762)	(11,907)	(12,356)	(17,102)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	3,946	4,169	4,455	4,732	5,067
Utility users tax	1,968	1,988	1,834	2,123	2,308
Transient occupancy	160	132	223	522	635
Sales	3,597	3,227	4,855	9,671	10,718
Franchise	688	611	725	1,071	862
Business license	684	730	886	728	631
Other	557	564	548	640	671
	11,600	11,421	13,526	19,487	20,892
Investment income	271	254	78	(665)	(132)
Gain on Sale of property	-	-	-	-	-
Other	115	110	528	83	131
Total governmental activities	11,986	11,785	14,132	18,905	20,891
Changes in Net Position					
Governmental activities	\$ 556	\$ 23	2,225	\$ 6,549	\$ 3,789

Source: City of Los Alamitos Finance Department

City of Los Alamitos

Fund Balances of Governmental Funds Last Ten Fiscal Years (Modified accrual basis of accounting) (Amounts expressed in thousands)

	2014	2015	2016	2017	2018
General Fund					
Nonspendable	\$ 8	\$ 684	\$ 59	\$ 17	\$ 18
Committed	-	-	-	-	-
Restricted	-	-	-	-	-
Assigned	7,049	7,484	7,347	7,481	7,662
Unassigned	1,218	(644)	3	56	49
Reserved	-	-	-	-	-
Unreserved designated	-	-	-	-	-
Unreserved undesignated	-	-	-	-	-
Total General Fund	<u>8,275</u>	<u>7,524</u>	<u>7,409</u>	<u>7,554</u>	<u>7,729</u>
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	829	1,063	1,333	1,334	1,334
Committed	-	-	-	-	-
Assigned	677	390	1,001	345	129
Unassigned	(1,240)	-	-	-	-
Total All Other Governmental Funds	<u>266</u>	<u>1,453</u>	<u>2,334</u>	<u>1,679</u>	<u>1,463</u>
Total All Governmental Funds	<u>\$ 8,541</u>	<u>\$ 8,977</u>	<u>\$ 9,743</u>	<u>\$ 9,233</u>	<u>\$ 9,192</u>

Source: City of Los Alamitos, Finance Department

City of Los Alamitos

Fund Balances of Governmental Funds, (Continued) Last Ten Fiscal Years (Modified accrual basis of accounting) (Amounts expressed in thousands)

	2019	2020	2021	2022	2023
General Fund					
Nonspendable	\$ 56	\$ 14	\$ 7	\$ 4	\$ 35
Committed	3,607	3,286	3	3	1,583
Restricted	-	-	-	-	-
Assigned	4,589	4,196	4,203	4,196	3,900
Unassigned	588	2,785	9,403	12,570	14,555
Reserved	-	-	-	-	-
Unreserved designated	-	-	-	-	-
Unreserved undesignated	-	-	-	-	-
Total General Fund	<u>8,840</u>	<u>10,281</u>	<u>13,616</u>	<u>16,773</u>	<u>20,073</u>
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	1,180	1,453	2,153	2,353	1,950
Committed	-	-	-	-	134
Assigned	99	200	109	243	339
Unassigned	<u>(4)</u>	<u>(9)</u>	<u>(10)</u>	<u>(114)</u>	<u>(114)</u>
Total All Other Governmental Funds	<u>1,275</u>	<u>1,644</u>	<u>2,252</u>	<u>2,482</u>	<u>\$ 2,309</u>
Total All Governmental Funds	<u>\$ 10,115</u>	<u>\$ 11,925</u>	<u>\$ 15,868</u>	<u>\$ 19,255</u>	<u>\$ 22,382</u>

Source: City of Los Alamitos, Finance Department

City of Los Alamitos

Changes in Fund Balances of Governmental Funds Last Ten Fiscal Years (Modified accrual basis of accounting) (Amounts expressed in thousands)

	2014	2015	2016	2017	2018
Revenues					
Taxes	\$ 9,420	\$ 10,337	\$ 10,559	\$ 10,724	\$ 11,078
Licenses and permits	937	205	225	272	814
Intergovernmental	150	1,609	245	609	323
Charges for services	1,396	1,403	1,459	1,202	1,169
Investment earnings	2	30	86	63	106
Fines and forfeitures	710	737	781	810	844
Other	581	454	460	476	398
Total Revenues	13,196	14,775	13,815	14,156	14,732
Expenditures					
General government	2,097	2,379	2,735	2,029	2,243
Public safety	5,874	5,513	5,711	5,777	5,751
Community development	830	694	657	715	1,044
Recreation and community services	1,620	1,730	1,739	1,646	1,598
Public works	1,686	1,771	1,963	1,963	1,943
Capital outlay	1,744	830	213	1,972	1,068
Debt service:					
Principal retirement	70	75	75	70	70
Payment to refunded bond escrow agent	-	-	220	-	-
Interest and fiscal charges	141	138	311	142	140
Total Expenditures	14,062	13,130	13,624	14,314	13,857
Excess of revenues over/(under) expenditures	(866)	1,645	191	(158)	875
Other Financing Sources (Uses)					
Lease acquisition	-	-	-	-	-
Transfers in	606	684	681	1,280	832
Transfers out	(621)	(1,892)	(1,203)	(2,201)	(1,752)
Refunding bonds issued	-	-	3,685	-	-
Bond premium	-	-	133	-	-
Payment to refunded bond escrow agent	-	-	(2,722)	-	-
Total other financing sources	(15)	(1,208)	574	(921)	(920)
Net change in fund balances	\$ (881)	\$ 437	\$ 765	\$ (1,079)	\$ (45)
Debt service as a percentage of noncapital expenditures	1.598%	1.813%	2.865% ⁽¹⁾	1.713%	1.640%

(1) Increase in debt service related to issuance of Certificates of Participation

Source: City of Los Alamitos Administrative Services Department

City of Los Alamitos

Changes in Fund Balances of Governmental Funds, (Continued) Last Ten Fiscal Years (Modified accrual basis of accounting) (Amounts expressed in thousands)

	2019	2020	2021	2022	2023
Revenues					
Taxes	\$ 11,600	\$ 11,422	\$ 13,526	\$ 19,487	\$ 21,116
Licenses and permits	831	1,462	914	1,035	815
Intergovernmental	294	684	1,888	699	691
Charges for services	1,121	1,310	890	905	881
Investment earnings	271	254	78	(665)	(132)
Fines and forfeitures	900	694	468	401	575
Other	349	301	610	324	774
Total Revenues	15,366	16,127	18,374	22,186	24,720
Expenditures					
General government	2,299	2,405	2,240	2,993	3,055
Public safety	5,886	5,585	5,938	6,617	7,699
Community development	928	1,052	1,185	1,292	1,903
Recreation and community services	1,590	1,615	1,391	1,911	2,485
Public works	2,064	1,983	2,379	2,952	3,034
Capital outlay	332	865	490	957	2,597
Debt service:					
Principal retirement	70	75	75	80	94
Payment to refunded bond escrow agent	-	-	-	-	-
Interest and fiscal charges	139	136	134	130	165
Total Expenditures	13,308	13,716	13,832	16,932	21,032
Excess of revenues over/(under) expenditures	2,058	2,411	4,542	5,254	3,688
Other Financing Sources (Uses)					
Lease acquisition	-	-	-	-	199
Transfers in	597	808	733	828	736
Transfers out	(1,157)	(1,409)	(1,334)	(1,678)	(1,496)
Refunding bonds issued	-	-	-	-	-
Bond premium	-	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-	-
Total other financing sources	(560)	(601)	(601)	(850)	(561)
Net change in fund balances	\$ 1,498	\$ 1,810	\$ 3,941	\$ 4,404	\$ 3,127
Debt service as a percentage of noncapital expenditures	1.611%	1.642%	1.566%	1.315%	1.429%

(1) Increase in debt service related to issuance of Certificates of Participation

City of Los Alamitos

2022/23 Use Category Summary - Basic Property Value Table Last Ten Fiscal Years (Amounts expressed in thousands)

Category	2014	2015	2016	2017	2018
Residential	\$ 968,878	\$ 1,031,002	\$ 1,091,854	\$ 1,143,395	\$1,200,335
Commercial	296,984	318,001	359,002	365,544	393,211
Industrial	270,936	271,390	278,399	292,535	292,689
Miscellaneous	-	-	-	-	-
Vacant land	8,917	8,449	9,710	9,905	11,648
SBE Nonunitary	222	222	222	222	222
Cross Reference	3,453	3,265	3,083	3,998	4,139
Unsecured	119,933	143,801	138,386	154,478	163,741
Totals	<u>\$ 1,669,323</u>	<u>\$ 1,776,130</u>	<u>\$ 1,880,656</u>	<u>\$ 1,970,077</u>	<u>\$2,065,985</u>
Direct rate	0.11558%	0.11568%	0.11571%	0.11578%	0.11578%

Note:

In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property.

Source: HdL Coren and Cone, Orange County Assessor Tax Rate Table

City of Los Alamitos

2022/23 Use Category Summary - Basic Property Value Table, (Continued) Last Ten Fiscal Years (Amounts expressed in thousands)

Category	2019	2020	2021	2022	2023
Residential	\$ 1,266,083	\$ 1,332,806	\$ 1,408,761	\$ 1,479,534	\$ 1,601,740
Commercial	405,241	427,330	459,279	506,538	532,835
Industrial	308,001	315,346	382,149	417,895	438,566
Miscellaneous	1,793	608	555	-	572
Vacant land	10,088	19,185	14,902	10,998	948
SBE Nonunitary	970	970	970	401	361
Cross Reference	4,109	4,177	3,976	4,002	4,215
Unsecured	161,257	164,509	158,443	189,648	183,150
Totals	<u>\$ 2,157,542</u>	<u>\$ 2,264,931</u>	<u>\$ 2,429,035</u>	<u>\$ 2,609,016</u>	<u>\$ 2,762,387</u>
Direct rate	0.11821%	0.11848%	1.17510%	0.11703%	0.11703%

Note:

In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property.

Source: HdL Coren and Cone, Orange County Assessor Tax Rate Table

City of Los Alamitos

Assessed Value and Estimated Actual Value of Taxable Property Last Ten Fiscal Years (Amounts expressed in thousands)

Fiscal Year Ended June 30	Secured	Unsecured	Less: Exemptions (1)	Taxable Assessed Value (2)	Total Direct Tax Rate
2014	\$1,549,169	\$ 119,933	\$ -	\$ 1,669,102	0.117
2015	1,632,107	143,801	-	1,775,908	0.117
2016	1,742,048	138,386	-	1,880,434	0.116
2017	1,806,377	154,478	-	1,960,855	0.116
2018	1,902,022	163,742	-	2,065,764	0.116
2019	1,995,314	161,257	-	2,156,571	0.116
2020	2,099,452	164,509	-	2,263,961	0.116
2021	2,269,621	158,443	-	2,428,064	0.116
2022	2,418,967	189,648	-	2,608,615	0.117
2023	2,578,876	183,150	-	2,762,026	0.117

(1) Exemptions are netted against the individual property categories.

(2) Total includes Nonunitary Taxable Assessed Values.

Note:

In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: HdL Coren and Cone, Orange County Assessor Combined Tax Rolls

City of Los Alamitos

Direct and Overlapping Property Tax Rates (Rate per \$100 of assessed value) Last Ten Fiscal Years

	2014	2015	2016	2017	2018
City Direct Rate	0.117	0.117	0.116	0.116	0.116
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.144	0.144	0.145	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.411	0.412	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks CSA 26	0.013	0.013	0.013	0.013	0.013
Orange County Public Library	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transit Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District reserve	0.006	0.006	0.006	0.006	0.006
Orange County Water District reserve	0.000	0.001	0.000	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	1.000	1.000	1.000	1.000	1.000
Anaheim High School District	0.026	0.024	0.049	0.043	0.022
Cypress Elementary	0.027	0.023	0.025	0.024	0.031
Garden Grove Unified School District	0.037	0.041	0.047	0.045	0.075
Los Alamitos Sfid	0.056	0.048	0.052	0.048	0.047
Metropolitan Water District	0.003	0.004	0.004	0.004	0.004
N. Orange County Community College	0.017	0.017	0.030	0.029	0.029
Total Voter Approved tax Rate	0.166	0.157	0.207	0.192	0.207
Total Tax Rate	1.166	1.157	1.207	1.192	1.207

Source: HdL Coren and Cone, Orange County Assessor 2011/2012 - 2020/2021 Tax Rate Table

City of Los Alamitos

Direct and Overlapping Property Tax Rates, (Continued) (Rate per \$100 of assessed value) Last Ten Fiscal Years

	2019	2020	2021	2022	2023
City Direct Rate	0.116	0.116	0.116	0.117	0.117
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.145	0.145	0.145	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.412	0.412	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks CSA 26	0.013	0.013	0.013	0.013	0.013
Orange County Public Library	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transit Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District reserve	0.006	0.006	0.006	0.006	0.006
Orange County Water District reserve	0.000	0.000	0.000	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	1.000	1.000	1.000	1.000	1.000
Anaheim High School District	0.042	0.040	0.040	0.038	0.030
Cypress Elementary	0.030	0.030	0.033	0.030	0.032
Garden Grove Unified School District	0.068	0.069	0.070	0.074	0.063
Los Alamitos Sfid	0.049	0.080	0.093	0.079	0.082
Metropolitan Water District	0.004	0.004	0.004	0.004	0.004
N. Orange County Community College	0.028	0.024	0.032	0.029	0.028
Total Voter Approved tax Rate	0.221	0.247	0.271	0.253	0.238
Total Tax Rate	1.220	1.247	1.271	1.253	1.238

Source: HdL Coren and Cone, Orange County Assessor 2013/2014 - 2022/2023 Tax Rate Table

City of Los Alamitos

Principal Property Taxpayers Current Year and Ten Years Ago (Amounts expressed in thousands)

	2023		2014	
	Taxable Assessed Value	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Los Alamitos Medical Center	\$ 141,665	5.128%	\$ 68,098	4.079%
Los Alamitos APG LLC	132,535	4.798%		
Fine US Long Beach LLC	60,180	2.179%		
JCB Merger Sub LLC	44,113	1.597%		
Trend Offset Printing Inc.	40,982	1.484%	35,277	2.113%
Bar Bakers LLC	25,872	0.937%		
Los Alamitos Corporation Center JV	25,779	0.933%	55,585	3.330%
Epson America USA	22,446	0.813%		
CGM Katella LLC	20,648	0.747%	13,158	0.788%
Ganahl Lumber Company	18,987	0.687%	15,274	0.915%
Don Wilson Staples LLC			30,797	1.845%
JCB Inc Tinicum Corporation			17,302	1.036%
Bayport Los Alamitos Associates LP			12,602	0.755%
Arrowhead Products Corporation			12,621	0.756%
Los Alamitos LLC			11,050	0.662%
Top Ten Totals	<u>\$ 533,207</u>	<u>19.303%</u>	<u>\$ 271,764</u>	<u>16.279%</u>
City Totals	<u>\$ 2,762,386</u>		<u>\$ 1,669,324</u>	

Source: HdL Coren and Cone, Orange County Assessor 2013/14 and 2022/23 Tax Rolls

City of Los Alamitos

Property Tax Levies and Collections Last Ten Fiscal Years (Amounts expressed in thousands)

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected Within the Fiscal Year of Levy		Collections for Prior Years (1)	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2014	\$ 2,010,346	\$ 1,981,110	98.546%	\$ 24,524	\$ 2,005,634	99.766%
2015	2,130,906	2,081,181	97.666%	19,659	2,100,840	98.589%
2016	2,261,032	2,220,841	98.222%	18,519	2,239,360	99.041%
2017	2,347,295	2,314,148	98.588%	17,812	2,331,960	99.347%
2018	2,457,342	2,440,391	99.310%	16,019	2,456,410	99.962%
2019	2,679,049	2,629,318	98.144%	16,951	2,646,269	98.776%
2020	2,786,377	2,742,208	98.415%	21,973	2,764,181	99.203%
2021	2,903,005	2,761,268	95.118%	18,858	2,780,126	95.767%
2022	2,950,445	2,737,154	92.771%	18,843	2,755,997	93.410%
2023	3,007,393	2,762,386	91.853%	22,187	2,784,573	92.591%

(1) Total amount of delinquent taxes collected in each fiscal year; information regarding levy year to which delinquent tax collections pertain is not provided by the Orange County Auditor-Controller.

Source: Orange County Auditor - Controller

City of Los Alamitos

Ratio of Outstanding Debt by Type Last Ten Fiscal Years

(Amounts expressed in thousands, except per capita)

Fiscal Year	Governmental Activities		Total Primary Government	Debt as a Percentage of Personal Income ¹	Debt Per Capita ¹
	Certificates of Participation	Leases Payable			
2014	\$ 2,970	\$ -	\$ 2,970	0.668%	253.22
2015	2,895	-	2,895	0.662%	246.91
2016	3,685	-	3,685	0.874%	313.94
2017	3,615	270	3,885	0.912%	330.95
2018	3,545	204	3,749	0.871%	316.02
2019	3,475	137	3,612	0.869%	308.16
2020	3,400	69	3,469	0.782%	299.90
2021	3,325	68	3,393	0.704%	307.51
2022	3,245	62	3,307	0.569%	294.48
2023	3,160	520	3,680	0.720%	286.01

¹Ratio is calculated using personal income and population data for the prior calendar year.

Source: City of Los Alamitos, Finance Department

City of Los Alamitos

Direct and Overlapping Governmental Activity Debt As of June 30, 2023 (Amounts expressed in thousands)

2022-2023 Taxable Assessed Valuation: \$2,763,749

	Total Debt 6/30/2023	Percent Applicable to City (1)	City's Share of Debt 6/30/2023
DIRECT DEBT			
Vehicle leases payable	\$ 329	100.000%	\$ 329
Warehouse leases payable	190	100.000%	190
Bonded debt	3,261	100.000%	3,261
TOTAL DIRECT DEBT			3,780
OVERLAPPING TAX ASSESSMENT DEBT:			
Metropolitan Water District	19,215	0.076%	15
N.OC Community College 2014 Bond Series B	324,915	1.722%	5,595
Garden Grove USD 2016 Series 2019	524,835	0.010%	52
Los Alamitos SFID #1 2008 Series A	218,445	23.633%	51,625
Anaheim High 2014 Bond Series 2019	245,579	0.068%	167
Cypress Elementary 2008 Bond, Series B1 & B2	33,551	0.456%	153
TOTAL OVERLAPPING TAX ASSESSMENT DEBT:			57,607
DIRECT AND OVERLAPPING GENERAL FUND DEBT:			
Orange County General Fund Obligations	451,165	0.381%	1,719
Orange County Board of Education Cert of Participations	10,860	0.381%	41
Los Alamitos SFID #1 2008 Series 2020G	32,572	21.264%	6,926
Anaheim High 2018 Bond Series 2014	29,580	0.068%	20
Cypress Elementary 2008 Bond Series A	3,335	0.456%	15
N.OC Community College 2014 Bond Series A	7,790	1.769%	138
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT:			8,859
TOTAL OVERLAPPING DEBT			66,466
TOTAL DIRECT & OVERLAPPING DEBT			\$ 70,246

(1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Ratios to Assessed Valuation:

Total Direct Debt	0.11%
Overlapping Debt	2.08%
Net Combined Total Debt	2.52%

Source - HdL Coren & Cone, Orange County Assessor and Auditor Combined 2022/23 Lien Date Tax Rolls.

City of Los Alamitos

Legal Debt Margin Information Last Ten Fiscal Years

Legal Debt Margin Calculation for the Current Year

Assessed value	\$ 2,763,749,309
Debt limit (15% of assessed value)	414,562,396
Legal debt margin - Current Year	<u>\$ 414,562,396</u>

Fiscal Year	Debt Limit	Debt Applicable to Limit	Legal Debt Margin	Debt as Percentage of Limit
2014	\$ 250,398,597	\$ -	\$ 250,398,597	-
2015	266,419,511	-	266,419,511	-
2016	282,098,369	-	282,098,369	-
2017	294,616,529	-	294,616,529	-
2018	309,897,790	-	309,897,790	-
2019	323,585,613	3,612,467	319,973,146	1.12%
2020	343,305,168	3,565,517	339,739,651	1.04%
2021	367,857,100	3,325,000	364,532,100	0.90%
2022	394,702,562	3,350,121	391,352,441	0.85%
2023	414,562,396	3,260,769	411,301,627	0.79%

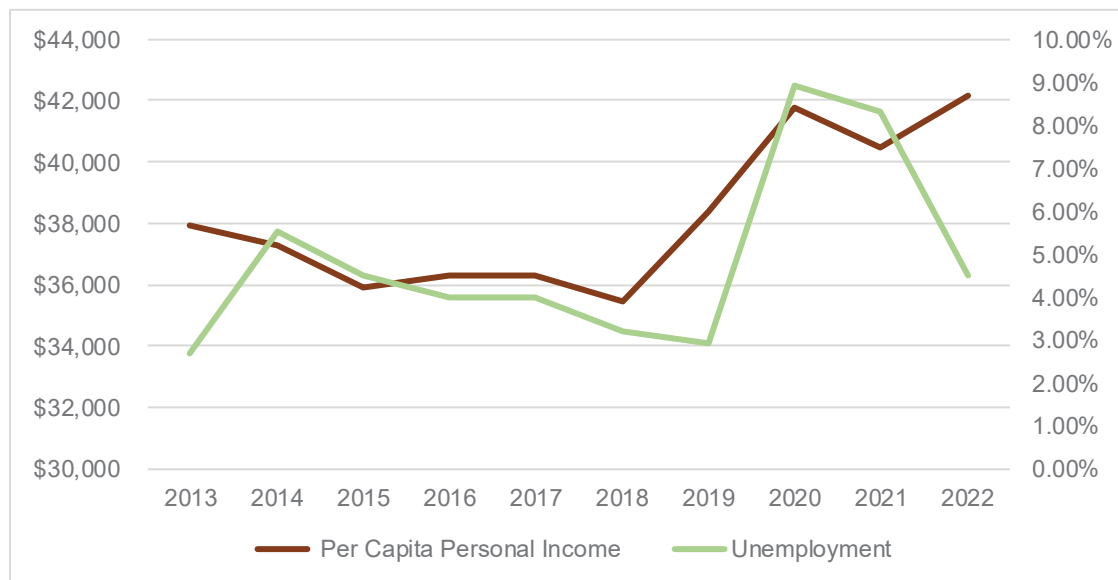
Source: City of Los Alamitos, Finance Department

City of Los Alamitos

Demographic and Economic Statistics Last Ten Calendar Years

Calendar Year	Population	Personal Income (in thousands)	Per Capita Personal Income	Unemployment Rate
2013	11,729	\$ 444,811	\$ 37,924	2.70%
2014	11,725	437,214	37,289	5.50%
2015	11,738	421,786	35,933	4.50%
2016	11,739	425,943	36,284	4.00%
2017	11,863	430,396	36,280	4.00%
2018	11,721	415,852	35,479	3.20%
2019	11,567	443,756	38,363	2.90%
2020	11,538	481,688	41,747	8.90%
2021	11,873	480,337	40,456	8.30%
2022	12,129	511,316	42,156	4.50%

Per Capita Personal Income and Unemployment



Sources:

Population: California State Department of Finance

Unemployment Rate: California Employment Development Department

Personal Income and Per Capita Income: ESRI

City of Los Alamitos

Full-Time Equivalent City Government Employees by Function/Program Last Ten Fiscal Years

<u>Function/Program</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
General Government										
City Council	5	5	5	5	5	5	5	5	5	5
Administration	8	8	8	8	8	8	6	6	7	8
Community Development										
Administration	1	1	1	1	1	1	1	1	1	3
Planning	1	1	1	1	1	1	1	1	1	1
Code enforcement	1	1	1	1	1	1	1	1	1	1
Police										
Administration	4	4	4	4	4	4	4	4	5	5
Patrol	19	19	19	19	18	18	13	13	15	15
Investigation	3	3	3	3	3	3	3	2	3	4
Records	2	2	2	2	2	2	2	3	3	3
Crossing guards	3	3	3	3	1	1	1	1	1	0
Other PD support	2	2	2	2	2	2	2	3	3	0
Public Works										
Admin./engineering	1	1	1	1	1	1	1	1	4	3
Maintenance	10	10	10	10	9	9	7	7	6	6
Recreation and Community Services										
Administration	5	5	5	5	4	4	4	2	7	3
Recreation/cultural	15	15	15	15	11	11	11	9	11	5

Source: City of Los Alamitos, Finance Department

City of Los Alamitos

Operating Indicators by Function/Program Last Ten Fiscal Years

Function/Program	2014	2015	2016	2017	2018
Community Development					
Number of:					
Business licenses	2,089	2,227	2,169	2,068	2,153
Plan checks	110	95	96	93	108
NPDES inspections	57	104	60	60	157
Code violations	147	121	267	267	483
Police					
Number of:					
Part 1 crimes	330	299	252	268	209
Parking violations	1,766	3,283	3,963	2,997	4,043
Traffic (moving) violations	2,354	1,786	1,473	2,885	1,430
Incident and crime reports	1,293	1,381	1,167	1,254	896
Public Works					
Square yd. of street resurfacing/repair	20,000	15,000	-	-	-
Miles of street sweeping	33	33	33	33	33
Number of:					
Street signal maintained	25	25	25	25	25
Trees pruned per year	620	615	991	991	991
Square feet graffiti removal	1,550	1,245	1,205	1,205	1,205
Recreation and Community Services					
Total in attendance:					
Aquatics	232,000	235,000	163,000	-	-
Community Services/Seniors	10,500	10,500	13,180	14,000	14,100
Day Camp	2,800	2,900	2,800	3,000	4,040
Park Program	2,600	4,385	4,262	4,140	4,040
Sports	N/A	N/A	35,500	30,000	30,500
Classes	6,300	6,900	8,900	8,900	8,800
Special Events	41,470	34,200	30,475	34,820	35,000

NA - Not Available

Source: City of Los Alamitos, Finance Department

City of Los Alamitos

Operating Indicators by Function/Program, (Continued) Last Ten Fiscal Years

Function/Program	2019	2020	2021	2022	2023
Community Development					
Number of:					
Business licenses	1,806	2,046	2,630	2,413	2,220
Plan checks	98	74	81	338	408
NPDES inspections	85	79	9	55	75
Code violations	420	451	946	1,892	1,194
Police					
Number of:					
Part 1 crimes	193	189	330	157	343
Parking violations	4,221	1,471	1,470	3,835	1,915
Traffic (moving) violations	1,114	342	636	677	1,313
Incident and crime reports	752	729	1,046	1,044	1,116
Public Works					
Square yd. of street resurfacing/repair	-	-	-	62,445	75,750
Miles of street sweeping	33	33	33	858	3,604
Number of:					
Street signal maintained	25	21	22	28	72
Trees pruned per year	991	995	1,375	1,529	1,832
Square feet graffiti removal	1,205	900	1,100	1,836	2,412
Recreation and Community Services					
Total in attendance:					
Aquatics	-	-	-	-	885
Community Services/Seniors	18,390	17,040	16,000	21,600	23,760
Day Camp	3,500	3,200	4,500	4,400	4,840
Park Program	3,000	2,400	2,250	1,800	2,000
Sports	28,234	14,970	13,000	15,550	17,248
Classes	10,300	9,960	8,000	11,000	12,100
Special Events	38,225	31,600	20,000	35,020	41,650

NA - Not Available

Source: City of Los Alamitos, Finance Department

City of Los Alamitos

Capital Asset Statistics by Function/Program Last Ten Fiscal Years

<u>Function/Program</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Community Development										
Code enforcement vehicles	1	1	1	1	1	1	1	2	2	2
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol vehicles	7	7	7	8	8	8	8	10	13	9
Other vehicles	9	9	9	9	9	9	9	11	11	16
Public Works										
Streets (miles)	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9
Street lights	911	911	911	911	911	911	911	911	911	911
Traffic signals	25	25	25	25	25	25	25	25	25	25
Public works vehicles	13	13	13	13	11	11	11	11	11	10
Recreation and Community Services										
Youth centers	1	1	1	1	1	1	1	1	1	1
Community centers	1	1	1	1	1	1	1	1	1	1
Parks	9	9	9	9	9	9	9	9	9	9
Community service vehicles	2	2	2	2	3	3	3	3	3	5

Source: City of Los Alamitos, Administrative Services Department

Top 10 Businesses for Fiscal Years 2022/23

Ranking	Firm Name
1	Ganahl Lumber
2	Shell
3	Grating Pacific
4	Gemini Forrest Products
5	Siteone Landscape Supply
6	Trend Offset Printing
7	Mamas Comfort Food
8	Katella Bakery & Deli
9	Adamson Police Products
10	Chevron

City of Los Alamitos

Principal Employers Current Year and Ten Years Ago

<u>Employer</u>	FY 2022-23			FY 2013-14		
	Employees	Rank	% of Total City Employment	Employees	Rank	% of Total City Employment
Los Alamitos Medical Center	1,059	1	7.27%	1,100	1	7.79%
Arrowhead Products	780	2	0.05%	650	2	0.05%
Trend Offset Printing				581	3	0.04%
Epson America	615	3	0.04%			
Discovery Practice Management, Inc.	405	4	0.03%			
Bar Bakers, LLC	356	5	0.02%			
Mittera California, Inc.	211	6	0.01%			
Alliance Space Systems	169	7	0.01%	135	7	0.01%
Katella Delicatessen-Restaurant-Bakery, Inc.	164	8	0.01%	179	4	0.01%
Evergreen Pharmaceutical of California, Inc.				152	5	0.01%
Bearing Inspection, Inc.				113	8	0.01%
Ganahl Lumber				102	9	0.01%
Trojan Professional Services				90	10	0.01%
Collaborative Neuroscience Research, LLC	150	9	0.01%			
Alamitos West Health & Rehabilitation	143	10	0.01%	137	6	0.01%
Total	<u>4,052</u>		<u>7.46%</u>	<u>3,239</u>		<u>7.95%</u>

Source: HdL Companies, City Planning Department, and State of California Employment Development Department

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May 8, 2024

To Management of the City of Los Alamitos
Los Alamitos, California

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In planning and performing our audit of the financial statements of the City of Los Alamitos (the City) as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. We did not identify any deficiencies in internal control that we consider to be material weaknesses. However, as discussed below, we identified certain matters involving the internal control and other operational matters that are presented for your consideration. This letter does not affect our report dated May 8, 2024 on the financial statements of the City. We will review the status of these comments during our next audit engagement.

Our comments and recommendations, all of which have been discussed with appropriate members of management, are intended to improve the internal control or result in other operating efficiencies. Our comments are summarized as follows:

Management Comment 2023-001

During the audit procedures, and specifically in our review of client-prepared journal entries, we noted various instances where the journal entries had no documentation of when they were prepared and approved. Without proper documentation of when journal entries are prepared and approved, transactions may be inaccurately recorded in the general ledger and not be detected in a timely manner. We recommend that the individuals preparing and approving the journal entries add documentation of when it is completed.

We believe that the implementation of these recommendations will provide the City with a stronger system of internal control while also making its operations more efficient. We will be happy to discuss the details of these recommendations with you at your convenience.

This communication is intended solely for the information and use of the management, and others within the City, and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California



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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Independent Auditor's Report

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 8, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying Schedule of Findings and Responses, we did identify certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying Schedule of Findings and Responses as items 2023-001, 2023-002 and 2023-003 to be material weaknesses.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying Schedule of Findings and Responses as item 2023-004 to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Responses. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
May 8, 2024

City of Los Alamitos
Schedule of Findings and Responses
For the Year Ended June 30, 2023

2023-001 – Recording Cash Disbursements
Material Weakness

Criteria

Various checks written in the year under audit were found not to be recorded in the accounting system, which resulted in overstatements of the daily cash balances and faulty financial reporting. This practice is a matter of severe concern and is a major weakness of the system of controls.

Condition

During our audit of the City, we noted that the cash reconciliation as of June 30, 2023 was not agreeing materially to the working trial balance.

Cause

The City had a faulty check run in March 2023 and could not correct the issue before fiscal year end.

Effect

Overstatements of the daily cash balances and faulty financial reporting.

Auditor's Recommendation

We strongly recommend that all checks be recorded by the employee responsible for preparing the check at the time of preparation. This will greatly enhance the system of control of cash disbursements and reliability of the accounting records.

Management's Response

The City agrees with the Auditor's recommendation. The Finance department maintains strong system controls to account for proper and timely recording of accounting records.

The City's financial system incurred an error in March of 2023, wherein a duplicate accounts payable batch was erroneously created. Finance staff worked with Tyler Technologies to correct the system-produced error. **The error was outside the control of the Finance department**, and the Tyler Technologies support team had to make the correction. Several concerted efforts were made to correct the error, but other areas of the financial system were impacted, including cash and accounts payable. This caused the cash reconciliation for June 2023 to be out of balance by a small amount and was corrected in a subsequent period. The amount of discrepancy was identified, carried over as a reconciling item and bank reconciliation for 6/30/23 was completed. In a bank reconciliation process, bank and general Ledger do not necessarily have to agree in the period being reconciled. Timing differences always play a big part in the process, i.e., outstanding checks, deposits in transit, and other reconciling items. The fiscal year 2023 had already closed within the financial system. Due to the financial system's limitations, the final correction was performed on July 1, 2023 after the books were closed.

City of Los Alamitos
Schedule of Findings and Responses
For the Year Ended June 30, 2023

2023-002 – Cash Disbursement Support
Material Weakness

Criteria

During our audit procedures, we noted that supporting documentation could not be obtained for certain cash disbursements selected for testing.

Condition

During our audit of the City, support for a disbursement could not be provided.

Cause

Due to staff turnover in finance, there was insufficient staffing to maintain proper records of disbursements.

Effect

This has the potential to result in disbursements being made for amounts that are not allowable expenses or worse, completely unauthorized transactions that may be questionable or disallowed expenditures.

Recommendation

We strongly recommend that management implement a system of internal controls that requires complete documentation to be available for all cash disbursements.

Management's Response

The City agrees with the Auditor's recommendation. The referenced documentation under the criteria involved a single check and corresponding backup of a sample transaction selected by the auditors, which could not be located within the scope time period of fieldwork of the audit period.

Enhancements are being implemented that will mitigate or eliminate this issue involving digitization workflow enhancement (Laserfiche). Records for the Finance department are primarily paper copies. Requests for records are cumbersome as Staff must locate and then make a physical copy of the records being used. Unlike digital systems, searching for records requires exact details to locate them. The City Council approved an additional appropriation on March 18, 2024, that will allow for the purchase of the technology necessary to accomplish the electronic digitization of Accounts Payable records.

2023-003 – Reliability of Financial Information
Material Weakness

Criteria

The financial information for the year ended June 30, 2023, included errors in certain balance sheet accounts that were the result of ineffective monitoring procedures and closing processes throughout the year. These errors caused misstatements on both the balance sheet and income statement, and in certain circumstances resulted in audit adjustments. Because these errors were not detected prior to the information being provided for audit, there is an indication that the closing procedures, specifically the monitoring and review of financial information by management, are not being effectively performed. It is our understanding that these errors were present throughout the year and were not corrected in the year-end closing process.

Condition

During our audit of the City, there was various audit adjustments proposed to correct numerous accounts.

Cause

Due to staff turnover in finance, there was insufficient staffing to maintain proper closing procedures.

Effect

This will prevent incorrect balances or entries from being recorded.

Recommendation

We strongly recommend that a closing process be implemented that requires all of the balance sheet accounts be reconciled to supporting statements and subsidiary ledgers. In addition, we strongly recommend that the City implement the use of a closing checklist for yearend procedures. This oversight will help to ensure that the periodic financial statements being provided include an accurate reporting of the City's operations.

Management's Response

The City agrees with the Auditor's recommendation. Significant turnover/vacancy has existed in the Finance department, and current vacancy in the Finance Manager position. Contract staffing has been utilized to augment the vacancy and has not been at an optimal level. The current Interim Finance Manager (contract) began with the Finance department in mid-August 2023. Her background and experience include several years as a municipal Assistant Finance Director, and she brought a high level of financial oversight and expertise to the Finance department, including adherence to proper closing procedures and utilization of a year-end checklist that has been used since 2020. Part of her responsibilities included reconciling the balance sheet and supporting accounts. The referenced errors in the balance sheet and income statement accounts are mainly a result of the faulty check run referenced in 2023-001.

City of Los Alamitos
Schedule of Findings and Responses
For the Year Ended June 30, 2023

2023-004 – Bank Reconciliations
Significant Deficiency

Criteria

Bank reconciliations should be prepared, reviewed and approved in a timely manner.

Condition

During our audit of the City, bank reconciliations for a majority of the year had not been prepared in a timely manner.

Cause

Due to staff turnover in finance, there was insufficient staffing to maintain the timely reconciliation of the bank accounts.

Effect

Unauthorized transactions could go through the bank accounts without detection for an extended period of time if accounts are not reconciled regularly.

Recommendation

We recommend that the City ensure that all bank reconciliations are prepared, reviewed and approved in a timely manner and documentation of when the preparation and review are completed should be maintained.

Management's Response

At the commencement of the audit, the City had completed and provided all required bank reconciliations (July 2022 – June 2023) for the Fiscal Year 2023. Due to the finance manager staff vacancy, interim contract staffing was used throughout the fiscal year to complete the bank reconciliations. As a matter of established procedure, the Finance Director approves the bank reconciliations upon completion, and a signature and date of that review are recorded on the cover page of the bank reconciliation packet.



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Independent Accountant's Report

To the Honorable City Council
City of Los Alamitos
Los Alamitos, California

We have performed the procedures enumerated below (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution*) on the accompanying Appropriations Limit Worksheet for the year ended June 30, 2023. The City of Los Alamitos (the City) management is responsible for the accompanying Appropriations Limit Worksheet for the year ended June 30, 2023.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting the City in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution. Additionally, the League of California Cities has agreed to and acknowledged that the procedures performed are appropriate to meet for their purposes. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. We obtained the completed worksheets and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned documents to those that were selected by a recorded vote of the City Council.

Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Worksheet, we added last year's limit to total adjustments and agreed the resulting amount to this year's limit.

Finding: No exceptions were noted as a result of our procedures.

3. We agreed the current year information presented in the accompanying Appropriations Limit Worksheet to the other documents referenced in number one above.

Finding: No exceptions were noted as a result of our procedures.

4. We agreed the prior year appropriations limit presented in the accompanying Appropriations Limit Worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

Finding: No exceptions were noted as a result of our procedures.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on accompanying Appropriations Limit Worksheet for the year ended June 30, 2023. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council and management of the City of Los Alamitos, California, and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
April 22, 2024

**APPROPRIATION LIMIT CALCULATION
CITY OF LOS ALAMITOS**

	FISCAL YEAR 2022 - 2023
Change in California Per Capita Personal Income	7.55%
Change in the Population for the County of Orange	-0.23%
Change in California Per Capita Personal Income Converted to a Ratio	1.075500
Change in County of Orange Population Converted to a Ratio	0.997000
Calculation of Growth Factor (1.075500 x 0.997700)	1.072274
Fiscal Year 2021 - 2022 Limit	<u>\$ 22,798,093</u>
Fiscal Year 2022 - 2023 Limit (\$22,798,093 x 1.072274)	<u>\$ 24,445,791</u>
Appropriations limit per resolution	<u>\$ 24,445,791</u>



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May 8, 2024

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

We have audited the financial statements of the City of Los Alamitos, California, (the City) as of and for the year ended June 30, 2023, and have issued our report thereon dated May 8, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated November 30, 2023, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit in a separate letter to you dated May 8, 2024.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm and our firm, have complied with all relevant ethical requirements regarding independence.

Significant Risks

We have identified the possibility of the following significant risks:

Management's override of internal controls over financial reporting – Management override of internal controls is the intervention by management in handling financial information and making decisions contrary to internal control policy.

Revenue recognition – Revenue recognition is a generally accepted accounting principle that refers to the conditions under which an entity can recognize a transaction as revenue. Auditing standards indicate that recognizing revenue is a presumed fraud risk and usually classified as a significant risk in most audits.

These significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although identified as significant risks, we noted no matters of management override of controls or deviations from generally accepted accounting principles which caused us to modify our audit procedures or any related matters which are required to be communicated to those charged with governance due to these identified risks.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of fair market value of investments is based on market values provided by outside sources. We evaluated the key factors and assumptions used to develop the fair market value of investments in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of depreciation expense is based on the useful lives of acquired assets. We evaluated the key factors and assumptions used to develop depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of compensated absence is based on accumulated compensation for vacation, sick leave and compensatory time to employees. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

The estimate of the net pension liability is based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the statements taken as a whole.

The estimate of the total OPEB liability is based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the statements taken as a whole.

Management's estimate of lease liabilities, right-to-use assets, and asset amortization is based on present value calculations using certain terms and assumptions in the lease agreements and estimated useful lives of assets in accordance with generally accepted accounting principles. We evaluated the key factors and assumptions used to develop the lease related estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to:

The disclosure of fair value of investments in the notes to the financial statements represents amounts susceptible to market fluctuations.

The disclosure of capital assets, net, in the notes to the basic financial statements is based on historical information which could differ from actual useful lives of each capitalized item.

The disclosure of compensated absences in the notes to the financial statements is based on accumulated compensation for vacation, sick leave and compensatory time to employees. Actual future liabilities may vary from disclosed estimates.

The disclosure of net pension liability in the notes to the financial statements is based on actuarial assumptions. Actual future liabilities may vary from disclosed estimates.

The disclosure of net OPEB liability in the notes to the financial statements is based on actuarial assumptions. Actual future liabilities may vary from disclosed estimates.

The disclosure of leases liabilities, right-to-use assets, and asset amortization in the basic financial statements is based on certain terms and assumptions in the lease agreements which could differ from actual amounts.

The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. See attachment A for material misstatements that we identified as a result of our audit procedures which were brought to the attention of, and corrected by, management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated May 8, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Information Included in Annual Reports

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the City's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards:

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

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

We were engaged to report on the supplementary information, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California

Account	Description	Debit	Credit
Adjusting Journal Entries			
Adjusting Journal Entries JE # 100			
To move RMRA AR accrual from Fund 10 to Fund 20 to match revenue.			
10-1000	CLAIM ON CASH	22,692.12	
20-1101	ACCOUNTS RCBL-YEAR END ACCRUAL	22,692.12	
10-1101	ACCOUNTS REC-YEAR END ACCRUAL		22,692.12
20-1000	CLAIM ON CASH		22,692.12
Total		45,384.24	45,384.24
Adjusting Journal Entries JE # 103			
RAMS proposed AJE to correct 230766.			
10-1102	DUE FROM OTHER GOVERNMENTS	39,571.44	
10-1000	CLAIM ON CASH		39,571.44
Total		39,571.44	39,571.44
Adjusting Journal Entries JE # 104			
RAMS Proposed AJE to correct the PY Auditor AJE for ARPA, which was incorrectly posted to AP instead of unearned.			
56-2000	AP PENDING (Due to Pool)	769,883.00	
56-2002	UNEARNED REVENUE		769,883.00
Total		769,883.00	769,883.00
Adjusting Journal Entries JE # 105			
RAMS Proposed AJE to correct the transfers in/out from ARPA, fund 57 and the general fund due to no expenses being incurred for fund 57 related to ARPA funding and to place the unspent portion of ARPA funding into unearned revenue.			
10-1000	CLAIM ON CASH	500,000.00	
10-4931	TRANSFER IN - ARPA	600,000.00	
56-1000	CLAIM ON CASH	600,000.00	
56-4899	ARPA MISC REVENUE	600,000.00	
57-4910	TRANSFER FROM GENERAL FUND	500,000.00	
10-1000	CLAIM ON CASH		600,000.00
10-563-6057	TRANSFERS OUT-ECONOMIC DEVELOP		500,000.00
56-2002	UNEARNED REVENUE		600,000.00
56-563-6010	Transfer Out - ARPA		600,000.00
57-1000	CLAIM ON CASH		500,000.00
Total		2,800,000.00	2,800,000.00
Adjusting Journal Entries JE # 106			
RAMS Proposed AJE to correct the missed AP checks found during the search of unrecorded liabilities.			
10-542-5295	MAINTENANCE - STREETS	67,596.00	
10-548-5261	TRAFFIC ENGINEERING	1,820.00	
10-548-5268	PLAN CHECK	2,241.50	
10-570-5501.2302	PHASE II STREET IMPROV	2,922.75	
20-570-5501.2305	BLOOMFIELD STREET IMPR	1,582.50	
10-2000	AP PENDING (Due to Pool)		74,580.25
20-2000	AP PENDING (Due to Pool)		1,582.50
Total		76,162.75	76,162.75
Adjusting Journal Entries JE # 107			
To adjust for AQMD disallowed expenses.			
10-3000	BALANCE	25,001.00	
10-1000	CLAIM ON CASH		25,001.00
Total		25,001.00	25,001.00
Adjusting Journal Entries JE # 108			
Auditor proposed AJE to record lease acquisition entry on first year of lease.			
R10-570-5501.1709	RIGHT TO USE ASSET ACQUISITION	198,562.00	
R10-4999	LEASE ACQUISITION		198,562.00
Total		198,562.00	198,562.00

Adjusting Journal Entries JE # 201

PBC - JE 230763 - Auditor proposed AJE to correct Fund 23 negative balance, which was received from client on JE 230763.

23-570-5501.2101	WEBSITE MAINTENANCE	25,000.01	
23-3000	FUND BALANCE		25,000.01
Total		25,000.01	25,000.01

Adjusting Journal Entries JE # 202

PBC - JE 230765 - Auditor proposed AJE to correct FSA account, which was received from client on JE 230765.

10-1009	CASH DEPOSIT FSA	20,000.00	
10-2115	Flexible Spending Acct		20,000.00
Total		20,000.00	20,000.00

Adjusting Journal Entries JE # 203

PBC JE 230766 - Auditor proposed AJE to correct Reversal of JE230756 (Revenue Accrual Correction), which was received from client on JE 230766.

10-2000	AP PENDING (Due to Pool)	39,571.44	
10-1102	DUE FROM OTHER GOVERNMENTS		39,571.44
Total		39,571.44	39,571.44

Adjusting Journal Entries JE # 204

PBC JE 230767-68 Auditor proposed AJE to correct Year-end unearned revenue, which was received from client on JE 230767-68.

19-4360	CDBG GRANT	229,527.36	
55-2002	UNEARNED REVENUE	246,043.00	
56-4899	ARPA MISC REVENUE	565,198.39	
19-2002	UNEARNED REVENUE		229,527.36
55-4899	MISCELLANEOUS REVENUE		246,043.00
56-2002	UNEARNED REVENUE		565,198.39
Total		1,040,768.75	1,040,768.75

Adjusting Journal Entries JE # 205

PBC JE 230769 Auditor proposed AJE to correct additional FA capitalization and depreciation, which was received from client on JE 230769.

88-1304	EQUIPMENT	23,560.00	
88-1308	CONSTRUCTION IN PROGRESS	30,621.00	
88-1309	IMPROVEMENTS	41,300.00	
88-3003	INVESTMENT IN GEN FIXED ASSETS	6,325.00	
88-1314	DEPRECIATION EQUIPMENT		2,356.00
88-1319	DEPRECIATION IMPROVEMENTS		3,969.00
88-3003	INVESTMENT IN GEN FIXED ASSETS		95,481.00
Total		101,806.00	101,806.00

Adjusting Journal Entries JE # 215

PBC - JE 230787 - Auditor proposed AJE to correct the capitalization of the warehouse lease, which was received from client on JE 230787.

88-1301	BUILDINGS	198,562.39	
88-1311	DEPRECIATION BUILDINGS	48,000.00	
88-3003	INVESTMENT IN GEN FIXED ASSETS	22,062.49	
88-3003	INVESTMENT IN GEN FIXED ASSETS	432,000.00	
88-1301	BUILDINGS		432,000.00
88-1311	DEPRECIATION BUILDINGS		22,062.49
88-3003	INVESTMENT IN GEN FIXED ASSETS		198,562.39
88-3003	INVESTMENT IN GEN FIXED ASSETS		48,000.00
Total		700,624.88	700,624.88



May 8, 2024

Rogers, Anderson, Malody & Scott, LLP
735 E. Carnegie Drive, Suite 100
San Bernardino, California 92408

This representation letter is provided in connection with your audit of the financial statements of the City of Los Alamitos (the City) as of June 30, 2023 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows, where applicable, of the various opinion units of the City in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of May 8, 20224.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated November 30, 2023, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- All component units are included and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, GASB Statement No. 37, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus as amended, and GASB Statement No. 65, Items Previously Reported as Assets and Liabilities, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- We have evaluated all of our lease agreements and have given you our assessment as to whether each agreement is subject to GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription Based Information Technology Arrangements*.

- With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- With respect to nonattest services provided, we have performed the following:
 - Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;
 - Evaluated the adequacy of the services performed;
 - Evaluated and accepted responsibility for the result of the service performed; and
 - Established and maintained internal controls, including monitoring ongoing activities.

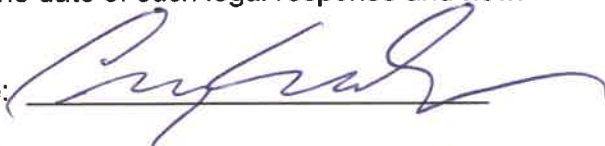
Information Provided

- We have provided you with:
 - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - Additional information that you have requested from us for the purpose of the audit.
 - Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - A written acknowledgement of all the documents that we expect to issue that will be included in the annual report and the planned timing and method of issuance of that annual report.
 - A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- We have provided to you our analysis of the City's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans. We have no reason to believe the City will not continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.
- The financial statements and any other information included in the annual report are consistent with one another, and the other information does not contain any material misstatements.

- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the City and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements and the schedule of expenditures of federal awards.
- We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- The City has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable.
- We have disclosed to you all non-exchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Non-exchange Financial Guarantees*, for those guarantees where it is more likely than not that the City will make a payment on any guarantee.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:

- Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
- Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
- Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
- Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updated on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- With respect to the City's supplementary information:
 - We acknowledge our responsibility for the presentation of the supplementary information in accordance with U.S. GAAP.
 - We believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP.
 - The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period.
 - We have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - We acknowledge our responsibility to include the auditor's report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
 - We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
 - We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefit liabilities and costs for financial accounting purposes are appropriate in the circumstances.
 - We do not plan to make frequent amendments to the City's pension or other postretirement benefit plans.

- With respect to the required supplementary information accompanying the financial statements:
 - We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.
 - We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
 - The methods of measurement or presentation have not changed from those used in the prior period.
 - We have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, line of credit, or similar arrangements have been properly disclosed.
- With respect to the use of a specialist:
 - We agree with the findings of specialists in evaluating the City's pension and other post-employment benefit liabilities and costs and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
- We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefit liabilities and costs for financial accounting purposes are appropriate in the circumstances.
- We do not plan to make frequent amendments to the City's pension or other postretirement benefit plans.
- There have been no changes or updates to legal information disclosed to you by our attorneys since the date of such legal response and now.

Signature: 

Title: FINANCE DIRECTOR, CITY TREASURER

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11E

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

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Fiscal Year 2024-25 Project List for SB 1 Funds towards the Old Town West Street Improvement Project

SUMMARY

The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB 1) provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for funding, the City must submit a proposed project list to the California Transportation Commission along with a resolution documenting the approval of the City's amended Capital Improvement budget to include the project to receive RMRA funding. Staff recommends the use of RMRA funding for road improvements for the Old Town West Street Improvement Project FY 24-25 for an estimated \$310,410.

RECOMMENDATION

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopt Resolution No. 2024-22, entitled, "A Resolution OF THE CITY COUNCIL Of The CITY OF LOS ALAMITOS, CALIFORNIA, Approving A List Of Projects FOR FISCAL YEAR 2024-25 Funded BY SB 1: THE ROAD REPAIR And ACCOUNTABILITY ACT OF 2017 TOWARDS THE OLD TOWN WEST STREET IMPROVEMENT PROJECT FY 24-25"

BACKGROUND

The state of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel, and registration taxes on motor vehicles with allocations dedicated to transportation purposes. The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA).

The Road Repair and Accountability Act of 2017 (SB1) is a major new investment in California's transportation systems of about \$5.4 billion per year. The Act increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilizes fuel tax rates and provides for inflationary adjustments to rates in future years. The new law requires the California Transportation Commission to adopt performance criteria to gauge progress, incorporate program oversight and financial accountability, and support efficient use of funds.

RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components, “including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project
- Match requirement to obtain state or federal funds for eligible projects.

DISCUSSION

On April 28, 2017, the Governor signed into law Senate Bill 1 (SB-1), the Road Repair and Accountability Act. This act establishes the Roadway Maintenance and Rehabilitation Account (RMRA) and provides for an additional \$52.5 billion statewide over the next decade to improve California’s pavement and transportation infrastructure. A ballot proposition (Proposition 6), which would have repealed SB-1, was rejected by voters in the November 2018 General Election. Funding is generated from an increase in gasoline and diesel fuel taxes, as well as an increase in vehicle registration fees and the initiation of a flat fee for electric vehicles. Below is the basic framework and timelines for the implementation of these new revenue sources:

November 2017

- Gasoline excise tax – 12 cent increase (30 cents total)
- Diesel excise tax – 20 cent increase (36 cents total)
- Diesel sales tax – 4 percent increase (5.75% total)

January 2018

- New “Transportation Improvement Fee” applied to vehicle registration fee based on value (\$25 to \$175 per vehicle)

July 2020

- New \$100 zero-emission vehicle fee applied to vehicle registration fee

Environmental Review

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

The SB 1 project includes repairing streets in the Old Town West Neighborhood, specifically the following streets:

- Oak Street (from Katella Avenue to Sausalito Street)
- Walnut Street (from Katella Avenue to Sausalito Street)
- Reagan Street (from Katella Avenue to Briggeman Drive)
- Pine Street (from Florista Street to Catalina Street)

FISCAL IMPACT

Since the start of the program SB 1 program in 2017, the City has received the following amounts each year:

2017-18: \$60,931 (was approximately four months for the first year)
 2018-19: \$208,280
 2019-20: \$209,730
 2020-21: \$210,000
 2021-22: \$229,083
 2022-23: \$263,005
 2023-23: \$294,072

Fiscal Year 2024-25 Estimated Revenues and Capital Improvement Project Adopted Budget includes SB 1 expenditures and revenues estimated at \$310,410. The estimated useful life of the project is 10-15 years.

- Attachment:
1. Resolution 2024-22 - City Project List for SB 1-Old Town West Street Improvement Project
 2. City Project List for SB 1- Old Towne West

RESOLUTION NO. 2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TOWARDS THE OLD TOWNE WEST STREET IMPROVEMENT PROJECT FY 24-25

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that ensure the residents of Los Alamitos are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

WHEREAS, the City of Los Alamitos must adopt by resolution a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Los Alamitos, will receive an estimated \$310,410 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City/County is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Los Alamitos has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Los Alamitos used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the

most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Los Alamitos maintain, rehabilitate and resurface residential roadways and add active transportation infrastructure throughout the City of Los Alamitos this year and hundreds of similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Los Alamitos' streets and roads are in Lower Risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an good condition; and

WHEREAS, without revenue from SB 1, the City of Los Alamitos, would have otherwise been delaying projects throughout the community; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing

in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Project Title: Old Towne West Street Improvement Project FY 24-25

Preconstruction: Preconstruction for the project will consist of the design phase and will be paid by SB 1 funds. Plans, specifications and engineer's estimate will be completed prior to bids.

Project Description: Grind and overlay asphalt or slurry seal in the Old Town West Neighborhood, and will include Oak Street (from Katella Avenue to Sausalito Street), Walnut Street (Katella Avenue to Sausalito Street), Reagan (Katella Avenue to Briggeman Drive) and Pine Street (Florista Street to Catalina Street). The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB), Joint Plain Cement Concrete (JPCP), or Slurry Seal. Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Project Location: Old Town West Neighborhood, and will include Oak Street (from Katella Avenue to Sausalito Street) and Walnut Street (Katella Avenue to Sausalito Street), Reagan (Katella Avenue to Briggeman Drive) and Pine Street (Florista Street to Catalina Street).

Estimated Project Schedule: Preconstruction (Start 07/2024, End 12/2024) Construction (Start 04/2025 – End 06/2025) based on the component being funded with RMRA funds.

Estimated Project Useful Life: 10-15 years

PASSED, APPROVED, AND ADOPTED this 24th day of June, 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 24th of June, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

RMRA Project List (FY 2024-25)

Old Towne West Street Improvement Project

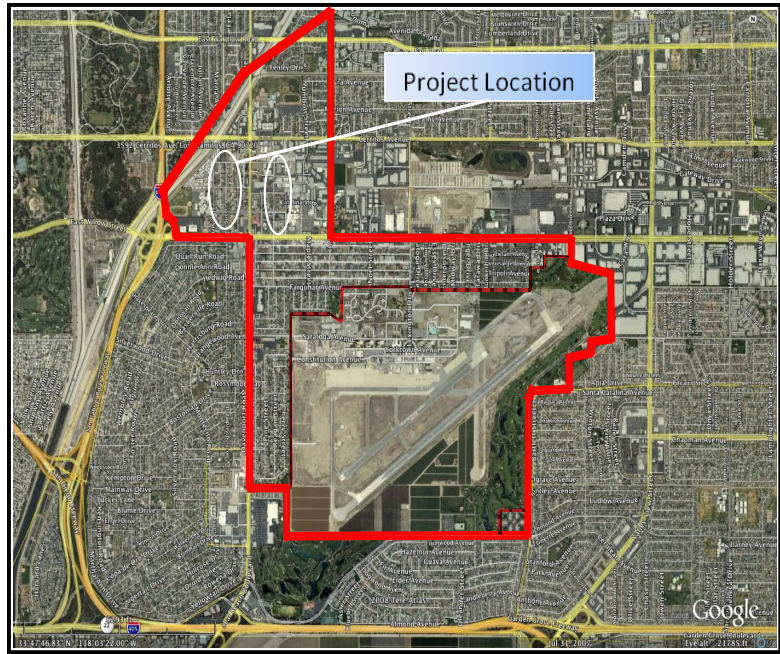
Project Description:

Grind and overlay asphalt or slurry seal in the Old Towne West Neighborhood, which includes Oak Street (from Katella Avenue to Sausalito Street), Walnut Street (Katella Avenue to Sausalito Street), Reagan (Katella Avenue to Briggeman Drive), Pine Street (Florista Street to Catalina Street). The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB), Joint Plain Cement Concrete (JPCP), or Slurry Seal. Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Project Location:

Old Town West Neighborhood:

Oak Street (from Katella Avenue to Sausalito Street)
Walnut Street (Katella Avenue to Sausalito Street)
Reagan (Katella Avenue to Briggeman Drive)
Pine Street (Florista Street to Catalina Street)



Project Cost	Seven Year							
	Total	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
Construction Costs								
Preliminary Eng/Environ								
Design	\$ 65,000		65,000					
Right-of-Way			-					
Construction	521,627		521,627					
Construction Management	65,000		65,000					
Total Construction	\$ 651,627	\$ -	\$ 651,627	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Source(s)	Seven Year							
	Total	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
SB -1 Gas Tax	\$ 310,410		310,410					
Gas Tax	341,217		341,217					
Total Funding	\$ 651,627	\$ -	\$ 651,627	\$ -	\$ -	\$ -	\$ -	\$ -

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11F

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

Presented By: Ron Noda, Development Services Director

Subject: Measure M2 Seven Year Capital Improvement Program 2024-25

SUMMARY

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required in order to remain eligible to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven Year Capital Improvement Program.

RECOMMENDATION

Approve and authorize Staff to submit to the Orange County Transportation Authority the Measure M2 Seven Year Capital Improvement Program for Fiscal Years 2024/25 through 2030/31, to comply with Measure M2 eligibility criteria.

BACKGROUND

To maintain its eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to OCTA. Submittals are required on an annual basis, while certain materials are required to be submitted every other year. This is a Measure M2 Ordinance requirement, which is administered by OCTA. OCTA requires an expanded submittal of the City's programs and projects effecting circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide transportation plans.

DISCUSSION

This year's submittal requires the following documentation:

M2 Seven Year Capital Improvement Program (CIP)

The City's Measure M2 Seven-Year CIP for Fiscal Years 2024/25 through 2030/31 is a transportation planning and fiscal forecasting document used to guide future programming for transportation capital improvement projects (Attachment 1). The M2 Seven Year CIP is consistent with the proposed Citywide Capital Improvement Program Budget and Strategic Business Plan. The submittal of the M2 Seven Year CIP does not commit the City to funding the identified improvements; however, projects must be included in the M2 Seven Year CIP to be eligible to receive Measure M2 funding. This document is updated every year in order to allow for changes based on City Council priorities. The CIP emphasizes projects that improve circulation, mitigate traffic congestion and maintain the City's investment in existing transportation infrastructure.

Alternatives Considered

The City Council may direct Staff to modify any of the provisions included in the proposed Measure M2 eligibility documents as deemed appropriate by the City Council. This alternative is not recommended since the City's submittal, as presented, is consistent with the Measure M2 policies and guidelines, and ensures that the City will remain eligible to continue receiving funding from the Measure M2 funding programs.

FISCAL IMPACT

The proposed Fiscal Year 2024/2025 budget anticipates receiving revenues of approximately \$321,029.00 from the Measure M2 local fair share program for circulation projects. The recommended actions will also position the City to receive additional funds through the Measure M2 competitive programs, subject to the City maintaining its eligibility.

Attachment: 1. 7-Year CIP List 2024 with ocfundtracker1

PROJECT TITLE	FUNDING SOURCE	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	TOTAL PROJ. COST
STREETS & DRAINAGE									
Arterial & Residential Tree Trimming Program	Measure M	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 595,000
Street Marking/Striping	Measure M	\$ 125,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 635,000
Replace Safety Lights at Intersections to LED	Measure M	\$ 50,000	\$ 50,000	\$ 50,000					\$ 150,000
Catch Basin CPS Project	ECP Tier 1 - \$51,523, Measure M - \$31,075	\$ 82,598	\$ -	\$ -					\$ 82,598
Relocate Signal Light at Katella & Reagan	Unfunded			\$ 450,000					\$ 450,000
									\$ -
									\$ -
Active Transportation Plan (ATP)									
Project 1 - Katella Ave	Unfunded		\$ 126,059	\$ 714,334					\$ 840,393
Project 2 - Bloomfield Ave	Special Grant-\$500,000 + General Fund-\$250,000 = \$750,000	\$ 750,000							\$ 750,000
Project 3 - Cerritos Ave	Unfunded								\$ -
Project 4 - Los Alamitos Blvd	Unfunded				\$ 108,579	\$ 624,282			\$ 732,861
Project 5 - Howard Ave	Unfunded				\$ 71,717	\$ 406,399			\$ 478,116
Project 6 - Green Ave	Unfunded				\$ 64,440	\$ 365,162			\$ 429,602
Project 7 - Ball Rd	Unfunded				\$ 17,872	\$ 101,275			\$ 119,147
Project 8 - Farquhar Ave	Unfunded				\$ 78,262	\$ 443,483			\$ 521,745
Project 9 - Oak St	Unfunded				\$ 25,337	\$ 143,574			\$ 168,911
Project 10 - Walnut St	Unfunded				\$ 26,802	\$ 151,877			\$ 178,679
Project 11 - Lexington Dr	Unfunded				\$ 55,970	\$ 317,166			\$ 373,136
Project 12 - Chestnut St	Unfunded						\$ 34,052	\$ 192,959	\$ 227,011
Project 13 - Reagan St	Unfunded						\$ 119,802	\$ 678,876	\$ 798,678
Project 14 - Pine St	Unfunded						\$ 95,486	\$ 541,084	\$ 636,570
Project 15 - Florista St	Unfunded						\$ 25,934	\$ 146,962	\$ 172,896
Project 16 - Sausalito St	Unfunded						\$ 26,069	\$ 147,726	\$ 173,795
Project 17 - Carbon Creek Channel	Unfunded						\$ 297,494	\$ 1,685,800	\$ 1,983,294
Project 18 - Antietam Ave	Unfunded						\$ 76,300	\$ 432,366	\$ 508,666
									\$ -
TOTAL PROJECT COST									
ADA Study									
ADA Curb Ramps	Measure M	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 175,000
ADA Sidewalks	Measure M	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 175,000
Special Funded Projects									
Pavement Management Plan Update (Every 2 Yrs)	General Fund	\$ 35,000		\$ 40,000		\$ 45,000		\$ 50,000	\$ 170,000
Speed Survey									\$ -
Bridge Assessments	General Fund	\$ 15,000							\$ 15,000
Pavement Management									
District 1									
Florista St: Los Al Blvd to Cherry St.									\$ -
Cherry St.									\$ -
Reagan St.				\$ 354,226					\$ 354,226
Pine St.									\$ -
									\$ -
Catalina: Oak to Los Al Blvd									\$ -
			\$ 51,300						\$ 51,300
Serpentine Dr			\$ 13,440						\$ 13,440
Sausalito: Los Al Blvd to Reagan St.			\$ 73,920						\$ 73,920
Sausalito: Oak to Los Al Blvd			\$ 153,913						\$ 153,913
Chestnut			\$ 211,500						\$ 211,500

Walnut (Katella to Sausalito) and Oak St (Katella to Sausalito)	SB1-\$310,410; Gas Tax-\$341,217 = \$651,627	\$ 651,627			\$ -				\$ 651,627
									\$ -
Florista St: Oak to Los Al Blvd									\$ -
District 2									\$ -
Toland Cir									\$ -
Kaylor Ave									\$ -
Fenley Dr									\$ -
Holden Cir									\$ -
PROJECT TITLE	FUNDING SOURCE	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	TOTAL PROJECT COST
Del Norte Way									\$ -
El Dorado Way									\$ -
San Joaquin Ave									\$ -
Toland Ave									\$ -
Kings St									\$ -
Myra Ave									\$ -
San Bonito Ave									\$ -
Shasta Ave									\$ -
Marion Ave									\$ -
San Mateo Ave									\$ -
Sierra Cir									\$ -
Maple St/Kyle St				\$ 128,975					\$ 128,975
Noel Street									\$ -
Calle Lee Avenue									\$ -
Corporate Center Drive									\$ -
Kinmount St									\$ -
Catalina: Los Al Blvd to Kyle									\$ -
Kyle St									\$ -
Florista: Kyle to Bloomfield									\$ -
Kaylor Ave									\$ -
Farnham									\$ -
Briggeman Drive									\$ -
District 3									\$ -
Rochelle St.									\$ -
Linda Way									\$ -
Barbi Ln									\$ -
Maple St									\$ -
Kelly Ln									\$ -
Denwood Ave									\$ -
Cherry St.				\$ 185,235					\$ 185,235
Reagan St.					\$ 14,760				\$ 14,760
Snark St.				\$ 7,392					\$ 7,392
Harrisburg Rd									\$ -
Pine St.					\$ 110,515				\$ 110,515
Thor Ave									\$ -
Orangewood Ave									\$ -
Howard (Reagan to Bloomfield), Maple (Green to Farquhar)	CDBG-\$350,000 + General Fund-\$70,000 = \$420,000	\$ 420,000							\$ 420,000
District 4									\$ -
Howard Ave: Noel to Lexington; Bloomfield Ave: Katella to Farquhar									\$ -
Antietam Ave									\$ -
Kearsarge Ave									\$ -
PROJECT TITLE	FUNDING SOURCE	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	TOTAL PROJECT COST
Siboney St									\$ -
Katella Ave Frontage									\$ -

Tripoli Ave									\$ -
Mindora St									\$ -
Bennington St									\$ -
Howard: Lexington-Bunker Hill									\$ -
Howard: Lexington to Bennington									\$ -
Saratoga Dr									\$ -
Langley Dr									\$ -
Essex Dr									\$ -
Enterprise Dr									\$ -
Midway Dr									\$ -
Ticonderoga Dr									\$ -
Ranger Dr									\$ -
Tarawa Dr									\$ -
Bunker Hill Dr									\$ -
Green Ave: Saratoga to Ticonderoga									\$ -
Lexington: Katella to JFTB									\$ -
District 5									\$ -
La Colmena Way									\$ -
Via De Ora									\$ -
Rossmoor Way									\$ -
Cherry St.									\$ -
Reagan St.									\$ -
Pine St.									\$ -
Paso Bonito									\$ -
Bradbury									\$ -
Lampson Frontage									\$ -
Lunar Dr.									\$ -
Olympic Dr.									\$ -
Satellite Dr.									\$ -
Glacier Circle									\$ -
Vicksburg Circle									\$ -
Carlsbad Circle									\$ -
Apollo Circle									\$ -
Interior Circle									\$ -
Ranier Circle									\$ -
PROJECT TITLE	FUNDING SOURCE	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	TOTAL PROJECT COST
Arterials									
Katella Ave.			\$ 1,125,609.00	\$ 1,125,609.00	\$ 1,125,609.00				\$ 3,376,827
Cerritos Ave.	General Fund	\$ 500,000.00				\$ 735,108.00	\$ 735,108.00		\$ 1,970,216
Bloomfield Ave.							\$ 1,000,000.00		
Lexington Ave.									\$ -
Los Alamos Blvd.	General Fund	\$ 100,000					\$ 1,000,000		\$ 1,100,000
Parks									\$ -
Labourdette Park Play Structure									\$ -
Roberts Park Play Structure	Unfunded			\$ 10,000	\$ 350,000				\$ 360,000
Sterns Park Project	General Fund								\$ -
Stansbury Park Play Structure	Unfunded				\$ 10,000	\$ 850,000			\$ 860,000

Soroptomist Park Play Structure	Prop 68 - \$185,000; General Fund- \$55,000 = \$240k	\$ 240,000							\$ 240,000
Little Cottonwood Park - replace septic tank-connect to sewer				\$ 40,000					\$ 40,000
Little Cottonwood Park - Outdoor Exercise Equipment project						\$ 5,000	\$ 100,000		\$ 105,000
Little Cottonwood Park - ballfield renovation project						\$ 5,000	\$ 85,000		\$ 90,000
Little Cottonwood Park - widen/lighting walking path project						\$ 5,000	\$ 100,000		\$ 105,000
Little Cottonwood Park - concrete pads for picnic benches							\$ 25,000		\$ 25,000
Little Cottonwood Park - Irrigation & Turf Project						\$ 5,000	\$ 350,000		\$ 355,000
Laurel Park - Tennis Crts Project (resurface, mesh nets)									\$ -
Laurel Park - Tennis Crts Project (expand tennis courts)						\$ 10,000	\$ 1,000,000		\$ 1,010,000
Laurel Park - Parking Lot Expansion						\$ 10,000	\$ 550,000		\$ 560,000
Laurel Park - Dog Park						\$ 10,000	\$ 100,000		\$ 110,000
Laurel Park - ballfield renovation project						\$ 5,000	\$ 70,000		\$ 75,000
Laurel Park - concrete pads for picnic benches				\$ 25,000					\$ 25,000
Orville R. Lewis Park - Picnic shelter Project				\$ 5,000	\$ 25,000				\$ 30,000
Orville R. Lewis Park - Irrigation & Turf Project				\$ 5,000	\$ 150,000				\$ 155,000
Facilities/Infrastructure									\$ -
Highland Wall - Los Alamitos Blvd.							\$ 100,000	\$ 1,500,000	\$ 1,600,000
Median Project - Katella Ave.	General Fund		\$ 450,000		\$ 12,500				\$ 462,500
Median Project - Los Alamitos Blvd.	General Fund		\$ 450,000		\$ 12,500				\$ 462,500
Bus Stop Cuts - Katella from 605 to Los Al Blvd.					\$ 20,000	\$ 325,000			\$ 345,000
PROJECT TITLE	FUNDING SOURCE	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	TOTAL PROJECT COST
Citywide Signage Improvements (Apartment Row and Katella Ave.)	General Fund	\$ 250,000.00	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 850,000
City Entry Monuments Project	General Fund	\$ 15,000	\$ 100,000						\$ 115,000
Pine Street Project (Town Center Mix Use Plan)			\$ 2,000,000	\$ 5,000,000					\$ 7,000,000
									\$ -
									\$ -
									\$ -
JLL Study									\$ -
Install Emergency Lighting - buildings & Hallways							\$ 25,000	\$ 225,000	\$ 250,000
City Hall Sidewalk					\$ 20,000				\$ 20,000
Consultant - Emergency Fire Alarm System					\$ 20,000				\$ 20,000
Flooring for Community Center Banquet Room			\$ 85,000						\$ 85,000
Demolition of PW/LATV Building									\$ -
Storage Units - PD									\$ -
City Hall EV Vehicle Charging Project					\$ 200,000				\$ 200,000
City Hall Courtyard Project					\$ 400,000				\$ 400,000
Youth Center Project									\$ -
Youth Center - Painting inside								\$ 35,000	\$ 35,000
Community Center - large Kitchen									\$ -
Community Center - Painting Outside									\$ -
Community Center - Activity Room Flooring (Dance floor)				\$ 5,000	\$ 95,000				\$ 100,000
Community Center - Painting Inside							\$ 50,000		\$ 50,000
Community Center - ADA Stairs						\$ 10,000	\$ 30,000		\$ 40,000
Community Center - Shade Structure (outdoor brk area, craft room)			\$ 50,000						\$ 50,000
Community Center ADA Front Entrance Door									\$ -
Community Center - Emergency Exit Door									\$ -
Community Center - HVAC Upgrade					\$ 15,000	\$ 250,000			\$ 265,000
Community Center - Sound System/AV Upgrade									\$ -
Community Center Parking Lot (EV & Postal Box) Project									\$ -
City Hall I Lobby Renovation			\$ 30,000						\$ 30,000
City Hall I - Painting inside							\$ 35,000		\$ 35,000
City Hall - Courtyard Renovation					\$ 500,000		\$ 10,000	\$ 65,000	\$ 575,000

Orange County Transportation Authority

FY 2024/25 - FY 2030/31 Capital Improvement Program

TIP ID		IMPLEMENTING AGENCY							Los Alamitos, City of
Local Project Number:		Project Title							
Additional Project IDs:		ADA Ramps							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		Put in new ADA ramps where they are missing and replace sidewalks to fix trip hazards							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Throughout City	2025	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$25,750	
Project Notes	2026	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$26,522	
	2027	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$27,318	
	2028	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,138	
	2029	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,982	
	2030	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$29,851	
	2031	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$30,747	
Totals:			\$0	\$0	\$175,000	\$0	\$175,000	\$197,308	
Last Revised: 24-00 - In Progress								Total Programmed: \$175,000	

TIP ID		CP-11780		IMPLEMENTING AGENCY				Los Alamitos, City of	
Local Project Number:		Project Title							
Additional Project IDs:		Active Transportation Plan (ATP) Projects							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - Reconstruction/rehabilitation of existing bike route		Active Transportation projects generated from City's adopted ATP							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
citywide	2025	Federal	\$0	\$0	\$500,000	\$0	\$500,000	\$515,000	
Project Notes Active Transportation projects related to various city streets such as the following: Katella Ave, Bloomfield Ave, Cerritos Ave, Los Alamitos Blvd, Howard Ave, Green Ave, Ball Rd, Farquhar Ave, Oak St, Walnut St, Lexington Dr, Reagan St, Pine St, Florista St, Sausalito St, Carbon Creek Channel, Antietam Ave	2025	General Fund	\$75,000	\$0	\$175,000	\$0	\$250,000	\$255,250	
	2026	Unfunded/Unknown	\$10,000	\$0	\$116,059	\$0	\$126,059	\$133,127	
	2027	Unfunded/Unknown	\$70,000	\$0	\$644,334	\$0	\$714,334	\$774,081	
	2028	Unfunded/Unknown	\$100,000	\$0	\$1,682,125	\$0	\$1,782,125	\$1,993,247	
	2029	Unfunded/Unknown	\$150,000	\$0	\$2,403,218	\$0	\$2,553,218	\$2,935,988	
	2030	Unfunded/Unknown	\$50,000	\$0	\$625,137	\$0	\$675,137	\$796,446	
	2031	Unfunded/Unknown	\$200,000	\$0	\$3,625,773	\$0	\$3,825,773	\$4,659,243	
Totals:			\$655,000	\$0	\$9,771,646	\$0	\$10,426,646	\$12,062,382	
Last Revised: 24-00 - In Progress								Total Programmed: \$10,426,646	

TIP ID CP-10892		IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Arterial and Residential Tree Program								
Type of Work: Aesthetics		Project Description								
Type of Work Description: Aesthetics - Landscaping of roadway		Tree trimming on residential and arterial street throughout the city								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Throughout entire City										
Project Notes		2025	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000	\$87,550	
		2026	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000	\$90,176	
		2027	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000	\$92,882	
		2028	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000	\$95,668	
		2029	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000	\$98,538	
		2030	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000	\$101,494	
		2031	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000	\$104,539	
				Totals:	\$0	\$0	\$595,000	\$0	\$595,000	\$670,847
Last Revised: 24-00 - In Progress		Total Programmed: \$595,000								

TIP ID		CP-10893		IMPLEMENTING AGENCY					Los Alamitos, City of	
Local Project Number: N/A		Project Title								
Additional Project IDs:		Bloomfield Ave Street Project								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Slurry seal of roadway		Street Rehabilitation								
Limits										
Florista to Katella Ave										
Project Notes										

TIP ID		CP-12440		IMPLEMENTING AGENCY						Los Alamitos, City of							
Local Project Number:		Project Title															
Additional Project IDs:		Bridge Assessment															
Type of Work:		Transportation Planning		Project Description													
Type of Work Description:		Transportation Planning - Studies		city bridge locations													
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
city owned bridges		2025		General Fund		\$15,000		\$0		\$0		\$0		\$15,000		\$15,000	
Project Notes																	
cost estimates for bridge repairs																	
				Totals:		\$15,000		\$0		\$0		\$0		\$15,000		\$15,000	
Last Revised: 24-00 - In Progress																	
Total Programmed: \$15,000																	

TIP ID		CP-11794		IMPLEMENTING AGENCY					Los Alamitos, City of								
Local Project Number:		Project Title															
Additional Project IDs:		Bus Stop Cuts - Katella from 605 to Los Al Blvd.															
Type of Work:		Bus Stops		Project Description													
Type of Work Description:		Bus Stops - Installation of ramps and benches/shelters		repair bus stops													
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Katella from 605 to Los Al Blvd.		2028		Unfunded/Unknown		\$20,000		\$0		\$0		\$0		\$20,000		\$20,000	
Project Notes		2029		Unfunded/Unknown		\$0		\$0		\$325,000		\$0		\$325,000		\$376,764	
						Totals:		\$20,000		\$0		\$325,000		\$0		\$345,000 \$396,764	
Last Revised: 24-00 - In Progress														Total Programmed: \$345,000			

TIP ID		CP-12441	IMPLEMENTING AGENCY						Los Alamitos, City of		
Local Project Number:			Project Title								
Additional Project IDs:			Catch Basin CPS Project (Citywide)" ECP project listed (21-LSAL-ECP-4007).								
Type of Work: Road Maintenance			Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway			Los Alamitos Connector Pipe Screens (CPS) Project								
Limits			<u>FISCAL</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL</u>	
citywide catch basins										<u>ESCALATED</u>	
Project Notes			2025	Environmental Cleanup Program (ECP) - Tier 1	\$0	\$0	\$51,523	\$0	\$51,523	\$53,069	
Install Connector Pipe Screens (CPS) to citywide catch basins			2025	Measure M2 Local Fairshare	\$0	\$0	\$31,075	\$0	\$31,075	\$32,007	
					<u>Totals:</u>	\$0	\$0	\$82,598	\$0	\$82,598	\$85,076
Last Revised: 24-00 - In Progress											
Total Programmed: \$82,598											

TIP ID		CP-11783		IMPLEMENTING AGENCY					Los Alamitos, City of	
Local Project Number:		Project Title								
Additional Project IDs:		Cerritos Avenue Roadway Improvements								
Type of Work:		Road Maintenance								
Type of Work Description:		Road Maintenance - Rehabilitation of roadway								
		Project Description								
		Rehabilitation with arterial streets to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.								
Limits										
citywide										
Project Notes										

TIP ID CP-10898		IMPLEMENTING AGENCY Los Alamitos, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Concrete Sidewalk Repair ADA							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		City wide sidewalk assessment, removal and replacement of lifted and or broken sidewalks, curbs and gutters.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
City wide									
Project Notes		2025	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$25,750
		2026	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$26,522
		2027	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$27,318
		2028	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,138
		2029	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,982
		2030	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$29,851
		2031	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$30,747
		Totals:		\$0	\$0	\$175,000	\$0	\$175,000	\$197,308
Last Revised: 24-00 - In Progress		Total Programmed: \$175,000							

TIP ID		CP-11791		IMPLEMENTING AGENCY					Los Alamitos, City of	
Local Project Number:		Project Title								
Additional Project IDs:		Highland Wall - Los Alamitos Boulevard								
Type of Work:		Safety		Project Description						
Type of Work Description:		Safety - Other		raise height of existing brick wall.						
Limits										
Los Alamitos Boulevard (east side) - from Rossmoor Center Wy to Orangewood Ave										
Project Notes										

TIP ID CP-10906		IMPLEMENTING AGENCY Los Alamitos, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Katella Ave Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Slurry seal of roadway		Street overlay and sidewalk improvments							
Limits									
Los Alamitos Ave to Siboney									
Project Notes									

TIP ID		CP-11786		IMPLEMENTING AGENCY					Los Alamitos, City of	
Local Project Number:		Project Title								
Additional Project IDs:		Los Alamitos Boulevard Roadway Improvements								
Type of Work:		Road Maintenance		Project Description						
Type of Work Description:		Road Maintenance - Rehabilitation of roadway		Rehabilitation with arterial streets to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.						
Limits		FISCAL							TOTAL	
citywide		YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL	ESCALATED
Project Notes		2025	General Fund	\$10,000	\$0	\$90,000	\$0	\$100,000	\$102,700	
		2029	Unfunded/Unknown	\$100,000	\$0	\$900,000	\$0	\$1,000,000	\$1,143,347	
				Totals:	\$110,000	\$0	\$990,000	\$0	\$1,100,000	\$1,246,047
Last Revised: 24-00 - In Progress										Total Programmed: \$1,100,000

TIP ID		CP-11792		IMPLEMENTING AGENCY					Los Alamitos, City of												
Local Project Number:		Project Title																			
Additional Project IDs:		Median Project - Katella Ave.																			
Type of Work:		Safety		Project Description																	
Type of Work Description:		Safety - Install curb median		improve median																	
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED					
various locations		2026		Unfunded/Unknown		\$0		\$0		\$450,000		\$0		\$450,000		\$477,405					
Project Notes		2028		Unfunded/Unknown		\$0		\$0		\$12,500		\$0		\$12,500		\$14,069					
						Totals:		\$0		\$0		\$462,500		\$0		\$462,500		\$491,474			
Last Revised: 24-00 - In Progress																			Total Programmed: \$462,500		

TIP ID		CP-11793		IMPLEMENTING AGENCY					Los Alamitos, City of																																
Local Project Number:		Project Title																																							
Additional Project IDs:		Median Project - Los Alamitos Blvd. (Katella to Farquhar)																																							
Type of Work: Safety		Project Description																																							
Type of Work Description: Safety - Other		median improvements																																							
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$450,000</td><td>\$0</td><td>\$450,000</td><td>\$477,405</td></tr><tr><td>2028</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$12,500</td><td>\$0</td><td>\$12,500</td><td>\$14,069</td></tr><tr><td colspan="2">Totals:</td><td>\$0</td><td>\$0</td><td>\$462,500</td><td>\$0</td><td>\$462,500</td><td>\$491,474</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$0	\$0	\$450,000	\$0	\$450,000	\$477,405	2028	Unfunded/Unknown	\$0	\$0	\$12,500	\$0	\$12,500	\$14,069	Totals:		\$0	\$0	\$462,500	\$0	\$462,500	\$491,474
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																		
2026	Unfunded/Unknown	\$0	\$0	\$450,000	\$0	\$450,000	\$477,405																																		
2028	Unfunded/Unknown	\$0	\$0	\$12,500	\$0	\$12,500	\$14,069																																		
Totals:		\$0	\$0	\$462,500	\$0	\$462,500	\$491,474																																		
Project Notes																																									
Last Revised: 24-00 - In Progress		Total Programmed: \$462,500																																							

TIP ID		CP-10934		IMPLEMENTING AGENCY					Los Alamitos, City of	
Local Project Number: N/A		Project Title								
Additional Project IDs:		Pavement Management Plan								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Studies or PMP updates		Pavement Management Plan								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
City wide										
Project Notes		2025	Measure M2 Local Fairshare	\$35,000	\$0	\$0	\$0	\$35,000	\$35,000	
		2027	Unfunded/Unknown	\$40,000	\$0	\$0	\$0	\$40,000	\$40,000	
		2029	Unfunded/Unknown	\$45,000	\$0	\$0	\$0	\$45,000	\$45,000	
		2031	Unfunded/Unknown	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000	
				Totals:	\$170,000	\$0	\$0	\$0	\$170,000	\$170,000
Last Revised: 24-00 - In Progress										
Total Programmed: \$170,000										

TIP ID CP-12419		IMPLEMENTING AGENCY Los Alamitos, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Pine Street Project (Town Center Mixed Use Plan)							
Type of Work: Road Widening		Project Description							
Type of Work Description: Road Widening - Widen width of existing traffic lanes		Complete streets implementation for downtown Pine Street							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Pine Street from Katella Avenue to Florista Street	2026	Unfunded/Unknown	\$200,000	\$0	\$1,800,000	\$0	\$2,000,000	\$2,109,620	
Project Notes	2027	Unfunded/Unknown	\$0	\$0	\$5,000,000	\$0	\$5,000,000	\$5,463,635	
complete streets project to incorporate widened streets, new sidewalks, lighting, landscaping, and additional parking									
			Totals:	\$200,000	\$0	\$6,800,000	\$0	\$7,000,000	\$7,573,255
Last Revised: 24-00 - In Progress									
Total Programmed: \$7,000,000									

TIP ID		CP-12228		IMPLEMENTING AGENCY					Los Alamitos, City of										
Local Project Number:		Project Title																	
Additional Project IDs:		Relocate Signal Light at Katella & Reagan																	
Type of Work:		Traffic Signals		Project Description															
Type of Work Description:		Traffic Signals - Replace and upgrade traffic signals and equipment		Traffic Signal Relocation															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Katella and Reagan		2027		Unfunded/Unknown		\$50,000		\$0		\$400,000		\$0		\$450,000		\$487,091			
Project Notes																			
						Totals:		\$50,000		\$0		\$400,000		\$0		\$450,000		\$487,091	
Last Revised: 24-00 - In Progress																Total Programmed: \$450,000			

TIP ID		CP-10948		IMPLEMENTING AGENCY					Los Alamitos, City of				
Local Project Number:		Project Title											
Additional Project IDs:		Replace Safety Lights at Intersections with LED Lights											
Type of Work:		Safety		Project Description									
Type of Work Description:		Safety - Improve lighting of roadway		Install new LED Safety Lights									
Limits		FISCAL YEAR		FUND TYPE		ENG ROW		CON/IMP		O&M TOTAL		TOTAL ESCALATED	
Throughout City		2025		Measure M2 Local Fairshare		\$0 \$0		\$50,000		\$0		\$50,000 \$51,500	
Project Notes		2026		Unfunded/Unknown		\$0 \$0		\$50,000		\$0		\$50,000 \$53,045	
		2027		Unfunded/Unknown		\$0 \$0		\$50,000		\$0		\$50,000 \$54,636	
						Totals:		\$0 \$0		\$150,000		\$0 \$150,000 \$159,181	
Last Revised: 24-00 - In Progress												Total Programmed: \$150,000	

TIP ID		CP-11789		IMPLEMENTING AGENCY					Los Alamitos, City of										
Local Project Number:		Project Title																	
Additional Project IDs:		Replacement of Corner Entry Signage Project																	
Type of Work:		Aesthetics		Project Description															
Type of Work Description:		Aesthetics - Hardscape, lighting treatment, or community identity/monumentation improvements		replace signage at corners															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
citywide		2025		Unfunded/Unknown		\$15,000		\$0		\$0		\$0		\$15,000		\$15,000			
Project Notes		2026		Unfunded/Unknown		\$0		\$0		\$100,000		\$0		\$100,000		\$106,090			
						Totals:		\$15,000		\$0		\$100,000		\$0		\$115,000		\$121,090	
Last Revised: 24-00 - In Progress																	Total Programmed: \$115,000		

TIP ID CP-10949		IMPLEMENTING AGENCY Los Alamitos, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Replacement of Residential Signage Project						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Signage installation and/or replacement		Replacing outdated street signs with mandated versions per the new federal criteria						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
Arterial streets within the city								TOTAL ESCALATED
Project Notes		2025	Unfunded/Unknown	\$50,000	\$0	\$200,000	\$0	\$250,000
		2026	Unfunded/Unknown	\$10,000	\$0	\$90,000	\$0	\$100,000
		2027	Unfunded/Unknown	\$10,000	\$0	\$90,000	\$0	\$100,000
		2028	Unfunded/Unknown	\$10,000	\$0	\$90,000	\$0	\$100,000
		2029	Unfunded/Unknown	\$10,000	\$0	\$90,000	\$0	\$100,000
		2030	Unfunded/Unknown	\$10,000	\$0	\$90,000	\$0	\$100,000
		2031	Unfunded/Unknown	\$10,000	\$0	\$90,000	\$0	\$100,000
		Totals: \$110,000 \$0 \$740,000 \$0 \$850,000 \$933,611						
Last Revised: 24-00 - In Progress		Total Programmed: \$850,000						

TIP ID CP-10951		IMPLEMENTING AGENCY Los Alamitos, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Residential Street Improvements						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Rehabilitation of local roadways to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
Citywide								TOTAL ESCALATED
Project Notes		2025	Community Development Block Grant	\$0	\$0	\$350,000	\$0	\$350,000
		2025	Local Streets and Roads apportionments	\$60,000	\$0	\$250,410	\$0	\$310,410
		2025	General Fund	\$45,000	\$0	\$25,000	\$0	\$70,000
		2025	Gas Tax	\$0	\$0	\$341,217	\$0	\$341,217
		2026	Unfunded/Unknown	\$50,000	\$0	\$454,073	\$0	\$504,073
		2027	Unfunded/Unknown	\$50,000	\$0	\$625,828	\$0	\$675,828
		2028	Unfunded/Unknown	\$12,000	\$0	\$113,275	\$0	\$125,275
		2029	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0
		Totals: \$217,000 \$0 \$2,159,803 \$0 \$2,376,803 \$2,505,703						
Last Revised: 24-00 - In Progress		Total Programmed: \$2,376,803						

TIP ID CP-10953		IMPLEMENTING AGENCY Los Alamitos, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Street Markings/Striping						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Restripe roadway		Replacing Street Marking and Street Striping						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
City wide								TOTAL ESCALATED
Project Notes		2025	Measure M2 Local Fairshare	\$20,000	\$0	\$105,000	\$0	\$125,000
		2026	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000
		2027	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000
		2028	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000
		2029	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000
		2030	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000
		2031	Measure M2 Local Fairshare	\$0	\$0	\$85,000	\$0	\$85,000
Totals:				\$20,000	\$0	\$615,000	\$0	\$635,000
Last Revised: 24-00 - In Progress								Total Programmed: \$635,000

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11G

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

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for the Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue and Coyote Creek Trail (CIP No. 23/24-06)

SUMMARY

This item recommends the award of a bid to begin the installation of the Signage and Striping Improvements on Los Alamitos Boulevard between Katella Avenue and Coyote Creek Trail (CIP No. 23/24-06) for an amount not exceeding \$110,000.

RECOMMENDATION

1. Award construction for the Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue and Coyote Creek Trail (CIP No. 23/24-06) Project to WGJ Enterprises Inc., dba PCI in the amount of \$82,148.25; and,
2. Authorize the Mayor to execute the contract with WGJ Enterprises Inc., dba PCI, for the project; and,
3. Authorize the City Engineer to add work and execute change orders in the amount not to exceed the contingency reserve of 15% or \$12,300.00

BACKGROUND

The proposed plan will improve bicycle safety and connectivity to the Downtown/Pine Street activity area. It calls for the installation of bike lanes with signs and pavement markings to improve the safety of all modes of transportation along Los Alamitos Boulevard, from Katella Avenue to the Coyote Creek Bridge City limit.

The existing striping and pavement marking are faded and need repainting. The City has prepared pavement markings and striping plans to include the Active Transportation Plan (ATP) recommendations for the City of Los Alamitos.

DISCUSSION

Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of: the News-Enterprise and the F.W. Dodge publication known as the "Green Sheet".

Bids for the Signing and Striping Improvements on Los Alamitos Boulevard Between Katella

Avenue and Coyote Creek Trail (CIP No. 23/24-06) project, were publicly opened on May 7, 2024 at 11:00 a.m. From the four (4) total bids received, it was determined by Staff that the lowest responsible bid submitted was from WGJ Enterprises Inc., dba PCI with the total bid amount of \$82,148.25. All bid results are provided below:

CAT TRACKING, INC. - \$174,050.00
J&S STRIPING CO. - \$138,010.50
SUPERIOR PAVEMENT MARKINGS - \$130,495.00
WGJ ENTERPRISES INC, DBA PCI - \$82,148.25
Average - \$131,175.94

The following represents an approximate timeline for the completion of the project which consists of: pavement markings and signing and striping, for the street improvement project:

June 24, 2024 - Award of Contract by the City Council
August 19, 2024 - Start of construction
September 16, 2024 - End of construction

FISCAL IMPACT

The project is part of the City's FY 23-24 Capital Improvement Project List. The total budget for the project is \$110,000 and is described below. A breakdown for the project is provided as follows:

Budget for the Design, Construction Management/Inspection, and Contingency - \$27,851.75
Construction Bid Price - \$82,148.25
Total Budget (Measure M) - \$110,000.00

Attachment: 1. CIP 23/24-06 - Agreement
 2. CIP 23/24-06 - Standard Specifications (Section E)
 3. CIP 23/24-06 - Contract Documents and Specifications
 4. CIP 23/24-06 - Bid Analysis

ARTICLES OF AGREEMENT

SIGNING AND STRIPING IMPROVEMENTS ON LOS ALAMITOS BOULEVARD CIP 23/24-06

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 Electronic 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 of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or

relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: 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)

SECTION E
SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS
SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06
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, including buffered bicycle lanes with parking on Los Alamitos Boulevard from North City Limit to Katella 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. 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. 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, attorneys 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 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 attorneys 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 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 CONTRACTOR will be all-inclusive and 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. 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 AGENCY or any employee or agent of 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

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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. 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 evidencing such coverage and make 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 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 drawings 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. Sign Posts 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 sign 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, 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

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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 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

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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.

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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.

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor 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.

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

APRIL 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 May 7, 2024 per future addendum

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06
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

APRIL 2024



Farhad Iranitalab, P. E.
P.E. 33142



FOR THE CITY OF LOS ALAMITOS
PUBLIC WORKS DIVISION
DEVELOPMENT SERVICES DEPARTMENT

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**SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

**SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING ELECTRONIC BIDS

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NOTICE INVITING ELECTRONIC BIDS
SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06

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 May 7, 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:

[Click here to join the meeting](#)

Meeting ID: 260 353 922 92

Passcode: FzNcnG

The City of Los Alamitos proposes to modify existing signing and striping, including buffered bicycle lanes with parking on Los Alamitos Boulevard from North City Limit to Katella 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 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 April 27, 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
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

**IN THE CITY OF LOS ALAMITOS, CALIFORNIA
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

SIGNING AND STRIPING IMPROVEMENTS ON LOS ALAMITOS BOULEVARD CIP 23/24-06

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order 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 the course of 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 days 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 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 ELECTRONIC 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. Contractor shall be responsible for verifying all estimated quantities. 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 ELECTRONIC 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 ELECTRONIC 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. 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.

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 right will be reserved 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
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

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
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IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

NAME OF BIDDER: _____

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
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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
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

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	\$	\$
2	Install sign(s) and post complete per plan.	12	EA	\$	\$
3	Install sign(s) complete per plan.	8	EA	\$	\$
4	Remove sign and/or post complete per plan.	1	EA	\$	\$
5	Install Type K71 Bollards	9	EA	\$	\$
6	Install Green MMA Colored Bicycle Lane Treatments (2-coats).	4,705	SF	\$	\$
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
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CIP 23/24-06**

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)

BID GUARANTEE

**SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

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
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

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
LOS ALAMITOS BOULEVARD
CIP 23/24-06

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
LOS ALAMITOS BOULEVARD
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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
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IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

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
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

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 LOS ALAMITOS BOULEVARD CIP 23/24-06

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 Electronic 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 of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or

relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: 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
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD (CIP 23/24-06)
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)

FAITHFUL PERFORMANCE BOND

SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06

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 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
LOS ALAMITOS BOULEVARD
CIP 23/24-06

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
LOS ALAMITOS BOULEVARD
CIP 23/24-06**

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
LOS ALAMITOS BOULEVARD
CIP 23/24-06

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
LOS ALAMITOS BOULEVARD
CIP 23/24-06

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS
SIGNING AND STRIPING IMPROVEMENTS
ON
LOS ALAMITOS BOULEVARD
CIP 23/24-06
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, including buffered bicycle lanes with parking on Los Alamitos Boulevard from North City Limit to Katella 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. 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. 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, attorneys 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 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 attorneys 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 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 CONTRACTOR will be all-inclusive and 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. 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 AGENCY or any employee or agent of 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

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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. 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 evidencing such coverage and make 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 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 drawings 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. Sign Posts 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 sign 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, 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

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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 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

SPC24-05

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.

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor 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 sub-contractor 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 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. 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 striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping 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.

SPC24-05

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
LOS ALAMITOS BOULEVARD
CIP 23/24-06
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 therefor.

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. 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.

APPENDIX A

Bike Lane Treatment

PAVEMENT MARKINGS AND STRIPING ON LOS ALAMITOS BOULEVARD BETWEEN KATELLA AVENUE TO COYOTE
CIP 23/24-06

Bid Opening: May 7, 2024 @ 11:00 a.m.
Total Bids Received: 4

			Cat Tracking Inc.			J & S Striping Co			PCI			Superior Pavement Markings		
Code	Description	UOM	Quantity	Price	Total Cost	Quantity	Price	Total Cost	Quantity	Price	Total Cost	Quantity	Price	Total Cost
1	Install Striping complete per plan	Lump-Sum	1	\$118,850.00	\$118,850.00	1	\$66,722.00	\$66,722.00	1	\$30,000.00	\$30,000.00	1	\$48,826.00	\$48,826.00
2	Install sign(s) and post complete per plan	Each	12	\$400.00	\$4,800.00	12	\$534.00	\$6,408.00	12	\$385.00	\$4,620.00	12	\$425.00	\$5,100.00
3	Install sign(s) complete per plan	Each	8	\$175.00	\$1,400.00	8	\$147.00	\$1,176.00	8	\$285.00	\$2,280.00	8	\$200.00	\$1,600.00
4	Remove sign and/or post complete per plan	Each	1	\$150.00	\$150.00	1	\$140.00	\$140.00	1	\$500.00	\$500.00	1	\$78.00	\$78.00
5	Install Type K71 Bollards	Each	9	\$200.00	\$1,800.00	9	\$528.00	\$4,752.00	9	\$450.00	\$4,050.00	9	\$375.00	\$3,375.00
6	Install Green MMA Colored Bicycle Lane Treatments (2-coats)	Square Foot/Feet	4705	\$10.00	\$47,050.00	4705	\$12.50	\$58,812.50	4705	\$8.65	\$40,698.25	4705	\$15.20	\$71,516.00
		TOTAL	\$174,050.00			\$138,010.50			\$82,148.25			\$130,495.00		

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11H

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

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for Animal Control and Sheltering Services (RFP 2024-05)

SUMMARY

This item is for the awarding of the City's Animal Control and Sheltering Services to the City of Long Beach Animal Care Services (LBACS) for a two-year contract in the annual amount of \$166,526.73.

RECOMMENDATION

1. Award of bid for Animal Control and Sheltering Services in the amount not to exceed \$166,526.73 annually for a two-year contract to City of Long Beach Animal Care Services; and,
2. Authorize the City Manager to approve one 2-year contract with one optional 2-year extension for a possible four-year term; and,
3. Authorize the City Manager to execute the contract with City of Long Beach Animal Care Services in a form approved by the City Attorney.

BACKGROUND

The City of Los Alamitos has engaged Long Beach Animal Care Services (LBACS) since 2001-2002 for mandated animal control services. The City's contract with LBACS expires June 30, 2024.

On May 20, 2024, the City Council approved releasing a Request for Proposal (RFP) for Animal Control and Sheltering Services. The deadline for responding to RFP 2024-05 was June 4, 2024. No proposals were received, and the RFP was reopened with a second deadline of June 11, 2024. One proposal was received from LBACS.

DISCUSSION

On May 21, 2024, the City released an RFP for Animal Control and Sheltering Services. The objective of the RFP is to secure reliable enforcement of the animal regulations within the City's municipal code and the care and placement of impounded animals in areas within the City.

The scope of service sought from this RFP included the following:

Proposed Services

- Perform animal control duties within City's limits.
- Enforce State statutes and ordinances concerning animal keeping and disposition.
- Enforce standards for animal care.
- Operate an animal care facility for domestic animals and injured wildlife.
- Pick up and impound stray, sick, or injured animals upon request.
- Provide emergency animal services 24/7.
- Respond to non-emergency service calls, with communication on estimated arrival times.
- Quarantine animals suspected of rabies or posing a danger to the public.

Reporting

- Maintain records of licensing, impoundment, and fees, providing reports upon request.
- Document and report complaints monthly, detailing their resolution.

Administrative/Fees/Billing

- Retain fees from pet licensing, and apply collected fees to the City's quarterly bill.
- Submit a Coyote Management Plan.

On June 4, 2024, the City did not receive any proposals and re-opened the bid with a second deadline of June 11, 2024. The City received one (1) proposal from the following contractor - City of Long Beach Animal Care Services (LBACS)

Staff reviewed and rated the proposal based on the following criteria: 1) completeness of proposal; 2) qualification; 3) approach; 4) reference; and 5) reasonableness of cost and price. After evaluating the proposal based on the criteria, LBACS's proposal represents the best overall value to the City.

LBACS is the current animal control and sheltering service provider for the City. Due to its close proximity to Los Alamitos, LBACS can promptly serve the City's residents. LBACS is familiar of the City's legislation and has been delivering these services for the past 20 years. Sustaining this partnership will ensure uninterrupted and prompt service for residents.

LBACS runs a hotline available 24/7 to respond to emergency and non-emergency calls regarding sick, injured, or stray animals within the city limits, as well as issues with animal-related laws. In 2023, LBACS responded to 306 calls and issued 351 pet licenses for the City.

FISCAL IMPACT

The agreement is a 2-year contract with one optional 2-year extension for a total of four years. The annual amount for LBACS's services is \$166,526.73. Funding for this project will be expended from the operational budget for contractual services within the Development Services Department for Fiscal Year 2024-2025.

- Attachment:
1. LBACS Proposed Animal Control and Sheltering Services Agreement
 2. LBACS Fee Schedule
 3. LBACS Cost Sheet

ANIMAL CONTROL AND SHELTERING SERVICES AGREEMENT

Long Beach Animal Care Services

THIS AGREEMENT FOR ANIMAL CONTROL AND SHELTERING 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 Long Beach Animal Care Services, a municipal agency, (“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. 2024-05 (RFP), dated May 21, 2024, Contractor has submitted to City a written proposal, dated June 4, 2024, to provide the desired animal control and sheltering services.

C. 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

Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Proposal, dated June 4, 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 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2024-05, dated May 21, 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; (2rd) 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, including all of Title 6 – Animals, of the Long Beach Municipal Code. 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 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. For and in consideration of the rendition of services pursuant to this Agreement, Contractor shall be entitled to and shall retain any and all animal license fees and other fees relating to animal control, of which animal license fees shall be set forth in the City of Los Alamitos's Schedule of Fees and Charges, as periodically established and amended by resolution of the City's City Council and provided in writing to the

Contractor's Animal Care Services Bureau. If Contractor is performing services for pet licensing, City of Los Alamitos is required to match and adopt the applicable Contractor's fee schedules for the actual costs of the service, since Contractor is performing the actual service. Where a fee for an animal license or other service to be provided under this Agreement has not been adopted by resolution of the City's City Council and provided in writing to the Contractor's Animal Care Services Bureau, the fee for said animal license or other service shall be as set forth in the Contractor's Schedule of Fees and Charges, as periodically established and amended by resolution and as approved by the Contractor's City Council. In addition, Contractor shall be entitled to and shall retain all monies that it collects for the impounding, boarding, veterinary care and placement of animals. All fees other than animal licensing fees shall be those set forth in Long Beach's fee resolution, as periodically amended, and as adopted by the Contractor's City Council.

In the event and to the extent that the total amount of any and all fees retained by Contractor does not equal or exceed One hundred sixty-six thousand five hundred twenty-six dollars and seventy-three cents. Dollars (\$166,526.73) ("Annual Compensation") on June 30 of the first year period of July 1, 2024 through June 30, 2025, then City shall pay to Contractor the difference between the total fees and Annual Compensation. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the total amount of all fees retained by Long Beach exceeds Annual Compensation on June 30 of that same year, then the excess shall be refunded back to the Contracted City.

2.2 Method of Payment. Contractor shall prepare and submit a bill to City every quarter, the first quarterly bill being submitted to City on or about October 1. Upon receipt of these quarterly bills, City agrees to make timely payment to Contractor. In like manner, Contractor agrees to make timely payments to City upon receipt of its bill for any amounts owed to it as park to this Agreement. 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 Contractor will determine if such changes will interfere with the quality or level of the animal control services provided elsewhere by the Contractor. Should the Contractor agree to the change, then the City shall pay for such additional services in such amounts as are agreed to by the Contractor and the City. 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 or, if applicable, a separate agreement for new services. 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. City shall give written notice to Contractor of its intent to terminate the Agreement sixty (60) days prior to the termination date. Contractor shall cease all services on the termination date. City shall pay for services rendered within thirty (30) days of termination.

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. Notwithstanding the above, Contractor will perform services in order of priority. Contractor will perform animal control services for the City within its corporate limits and perform the functions of a Department of Animal Control under the City of Long Beach's Compassion Saves model. Contractor will respond to service requests for an authorized representative of the City or any resident of the City, when in violation of Title 6 of the Contractor's Municipal Code, and in accordance with set priorities servicing calls for service.

3.2 Schedule of Performance. Contractor shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services.

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 terminate on June 30, 2026, unless sooner terminated as provide herein. City may extend this agreement for one (1) consecutive additional period of two (2) years by giving notice of its desire to extend to Contractor sixty (60) days prior to the end of the term or any individual extension period.

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: Melanie

Wagner, Bureau Manager. In performing the functions of a Department of Animal Control, the principal shall serve as Director of Animal Control Services for City. 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. Should the foregoing principal changed during this Agreement, Contractor will notify the Contract Officer of the change.

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 the 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.

7.3.1 Contractor will maintain records pertaining to licensing, impoundment, and fees, and will provide upon request a report of such to City.

7.3.2 Contractor will maintain record of all complaints and provide a monthly report to City detailing the way the complaints were handled.

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. Either party may terminate this Agreement by giving the other party sixty (60) days prior notice.

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: Melanie Wagner, Bureau Manager
Long Beach Animal Care Services
7700 E. Spring St.
Long Beach, CA, 90815
Melanie.Wagner@longbeach.gov

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”
Long Beach Animal Care Services

By: _____
Melanie Wagner
Bureau Manager

By: _____
Brent Dennis
Director of Parks, Recreation & Marine
Department

EXHIBIT “A”

LBACS PROPOSAL/ SCOPE OF SERVICES

DATED: Date: June 4, 2024

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 Title 6 of Long Beach Municipal Code, 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. In the event and to the extent that the total amount of all fees retained by the Contractor exceeds the annual compensation on June 30 of the same year, then the excess shall be refunded back to the Contracted City.
- 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.

Fee Schedule

CURRENT SERVICES PROVIDED TO AND COST FOR RESIDENTS OF CITY OF LOS ALAMITOS				PROPOSED FEES BY CONTRACTOR FOR SAME SERVICE		
Fee Name	Fee	Per	Type	Fee	Per	Type
ANIMAL CARE SERVICES FEES						
Redemption of animal previously released by owner	\$15.00	Animal	Fee	\$15.00	Animal	Fee
Pickup/Impound/Capture/ On-site Fee	\$120.00	Officer	Fee	\$120.00	Officer	Fee
Dog Adoption Fee	Actual Cost of Staff and Supplies	Dog	Fee	Actual Cost of Staff and Supplies	Dog	Fee
Cat Adoption Fee	Actual Cost of Staff and Supplies	Cat	Fee	Actual Cost of Staff and Supplies	Cat	Fee
Adoption Promotion Fee	\$0 - \$50	Each	Fee	\$0 - \$50	Each	Fee
Collection Late Fee	10% of total fees owed/month of non-payment	Each	Penalty	10% of total fees owed/month of non-payment	Each	Penalty
Late Fee	10%	total fees owed/month of non-payment	Penalty	10%	total fees owed/month of non-payment	Penalty
Adoption - Rabbits	\$30.00	Each	Fee	\$30.00	Each	Fee
Adoption - Pocket Pet (excluding rabbits)	\$10.00	Each	Fee	\$10.00	Each	Fee
FEES FOR IMPOUNDING						
Impounding Dog or Cat	\$15.00	Each Dog or Cat	Penalty	\$15.00	Each Dog or Cat	Penalty
Impounding Livestock (cows, goats, sheep, pigs, etc.)	\$15.00	Each Animal	Penalty	\$15.00	Each Animal	Penalty
Impounding Fowl, Birds and Pocket Pets	\$15.00	Each Animal	Penalty	\$15.00	Each Animal	Penalty
NONSPAYED OR UNNEUTERED WHEN IMPOUNDED						
First Violation (unaltered)	\$35	Each dog	Penalty	\$35.00	Each dog	Penalty
Second Violation (unaltered)	\$50	Each dog	Penalty	\$50.00	Each dog	Penalty
Third and Subsequent Violations (unaltered)	\$100	Each dog	Penalty	\$100.00	Each dog	Penalty
First Violation (unaltered)	\$35	Each Cat	Penalty	\$35.00	Each Cat	Penalty
Second Violation (unaltered)	\$50	Each Cat	Penalty	\$50.00	Each Cat	Penalty
Third and Subsequent Violations (unaltered)	\$100	Each Cat	Penalty	\$100.00	Each Cat	Penalty
FEES FOR BOARDING OR KEEPING						
Livestock Board and Keep	\$30 plus actual cost of outside board and care	Per Animal, Per day	Fee	\$30 plus actual cost of outside board and care	Per Animal, Per day	Fee
Dogs, Cats, Pocket Pets Board and Keep (includes quarantined animals)	\$35.00	Per Animal, Per day	Fee	\$35.00	Per Animal, Per day	Fee
Exotic animals	\$35.00	Per Animal, per day	Fee	\$35.00	Per Animal, per day	Fee
DOG TAG FEES						

Dog License - 12 months (Unaltered)	\$250.00	Dog	Fee	\$250.00	Dog	Fee
Dog License - 24 months (Unaltered)	\$500.00	Dog	Fee	\$500.00	Dog	Fee
Dog license - 36 months (Unaltered)	\$750.00	Dog	Fee	\$750.00	Dog	Fee
Dog license - 12 months (Unaltered, Senior Owner)	\$125.00	Dog	Fee	\$125.00	Dog	Fee
Dog license - 24 months (Unaltered, Senior Owner)	\$250.00	Dog	Fee	\$250.00	Dog	Fee
Dog license - 36 months (Unaltered, Senior Owner)	\$375.00	Dog	Fee	\$375.00	Dog	Fee
Dog License - 12 months (Altered)	\$28	Dog	Fee	\$28.00	Dog	Fee
Dog License - 24 months (Altered)	\$56.00	Dog	Fee	\$56.00	Dog	Fee
Dog License - 36 months (Altered)	\$84.00	Dog	Fee	\$84.00	Dog	Fee
Dog License Senior Citizen - 12 months (Altered)	\$14.00	Dog	Fee	\$14.00	Dog	Fee
Dog License Senior Citizen - 24 months (Altered)	\$28.00	Dog	Fee	\$28.00	Dog	Fee
Dog License Senior Citizen - 36 months (Altered)	\$42.00	Dog	Fee	\$42.00	Dog	Fee
Dog License Vicious Animal	1125	Annual	Fee	\$1,125.00	Annual	Fee
CAT TAG FEES						
Cat License Senior Citizen - 12 months (Altered)	\$6.00	Per license	Fee	\$6.00	Per license	Fee
Cat License Senior Citizen - 24 months (Altered)	\$12.00	Cat	Fee	\$12.00	Cat	Fee
Cat License Senior Citizen - 36 months (Altered)	\$18.00	Cat	Fee	\$18.00	Cat	Fee
Cat License Non-Profit Rescue - 12 months	\$0	Per license	Fee	\$0.00	Per license	Fee
Cat License - 12 months (Altered)	\$12.00	Cat	Fee	\$12.00	Cat	Fee
Cat License - 24 months (Altered)	\$24.00	Cat	Fee	\$24.00	Cat	Fee
Cat License - 36 months (Altered)	\$36.00	Cat	Fee	\$36.00	Cat	Fee
PENALTIES						
Animal License Late Fee	\$15.00	Per Year, Dog or Cat	Penalty	\$15.00	Per Year, Dog or Cat	Penalty
ISSUE DUPLICATE TAG						
Replacement License Tag	\$10.00	Per Pet	Fee	\$10.00	Per Pet	Fee
INOCULATIONS AND MEDICAL CARE						
Anti-Rabies - Dog/Cat	\$6	Vaccination	Fee	\$6.00	Vaccination	Fee
Bordetella	\$25.00	Vaccination	Fee	\$25.00	Vaccination	Fee
Distemper/Parvo	\$25.00	Vaccination	Fee	\$25.00	Vaccination	Fee
Feline Viral Rhinotracheitis CP	\$25.00	Vaccination	Fee	\$25.00	Vaccination	Fee

Microchip	\$15.00	Animal	Fee	\$15.00	Animal	Fee
PureVax	\$25.00	Vaccination	Fee	\$25.00	Vaccination	Fee
Spay or Neuter - Dog	\$80.00	Each	Fee	\$80.00	Each	Fee
Spay or Neuter - Cat	\$40.00	Each	Fee	\$40.00	Each	Fee
X-Ray Prices						
X-Ray - Small	\$90.00	Session	Fee	\$90.00	Session	Fee
X Ray - Large	\$230.00	Session	Fee	\$230.00	Session	Fee
DROP OFF/OWNER RELINQUISHED ANIMALS (DOGS, CATS, OTHER)						
Relinquish/Drop Off Fee	\$0.00	Animal	Fee	\$0.00	Animal	Fee
Relinquishment - Alive Animal of Non-Contract City Owner	\$115 penalty + applicable relinquishment fee	Animal	Fee	\$115 penalty + applicable relinquishment fee	Animal	Fee
Stray/Non-Owner Relinquishment - Dead/Alive	\$0	No Fee	Fee	\$0.00	No Fee	Fee
DEAD ANIMAL DISPOSAL						
Dead Animal Surrender	\$25.00	Animal	Fee	\$25.00	Animal	Fee
CAT TRAPS						
Deposit (covers replacement cost of trap and tax)	\$80	Trap	Fee	\$80.00	Trap	Fee
Rental Charge (per day of use)	\$0.00	Day	Rent	\$0.00	Day	Rent
Trap Pick-up or Drop-off (includes officer time)	\$120.00	Pick-up/Drop Off	Fee	\$120.00	Pick-up/Drop Off	Fee
PERMITS						
Animal Display	\$0	Event	Fee	\$0.00	Event	Fee
Animal Exhibitions (circus, rodeos, battle re-enactments, dog shows promoting pure-bred animals and breeding etc.)	\$1925.00	Day	Fee	\$1,925.00	Day	Fee
Dog Breeding Permit Application	\$5255.00	Application	Fee	\$5,255.00	Application	Fee
Dog Breeding Permit - Annual Renewal	\$1980.00	Annual	Fee	\$1,980.00	Annual	Fee
Animals Used in Commercial Setting	\$240.00	Day	Fee	\$240.00	Day	Fee
Possession of Dangerous Animal	\$610.00	Annual	Fee	\$610.00	Annual	Fee
Transfer for Sale Permit (exempted classes)	\$0	Permit	Fee	\$0.00	Permit	Fee
Transfer for Sale Permit (pet shops)	\$120.00	Annual	Fee	\$120.00	Annual	Fee
INVESTIGATIVE SERVICES						
Court Restitution	Actual Cost	Hour	Fee	Actual Cost	Hour	Fee
INSPECTION FEES						
Veterinary Clinic	\$240.00	Inspection	Fee	\$240.00	Inspection	Fee
PET SHOP						
Pet Shops	\$240.00	Inspection	Fee	\$240.00	Inspection	Fee

Pet Groomers	\$240.00	Inspection	Fee	\$240.00	Inspection	Fee
KENNEL/ DAYCARE						
Kennel/Daycare Facilities	\$240.00	Inspection	Fee	\$240.00	Inspection	Fee
HORSE STABLES						
Boarding stables	\$240.00	Inspection	Fee	\$240.00	Inspection	Fee
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS						
DOG LICENSING AND FOWL, RABBITS & GOATS						
First Violation	\$100	Violation	Penalty	\$100.00	Violation	Penalty
Second Violation within One Year of Initial Violation	\$200	Violation	Penalty	\$200.00	Violation	Penalty
Subsequent Violations	\$250	Violation	Penalty	\$250.00	Violation	Penalty
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS						
ANIMAL SHELTER, RABIES CONTROL, POLICE ANIMALS & ANIMAL REGULATIONS						
First Violation	\$100	Violation	Penalty	\$100.00	Violation	Penalty
Second Violation within One Year of Initial Violation	\$200	Violation	Penalty	\$200.00	Violation	Penalty
Subsequent Violations	\$500	Violation	Penalty	\$500.00	Violation	Penalty
ANIMAL BREEDING & TRANSFER						
First Violation - Alters animal	\$350	Violation	Penalty	\$350.00	Violation	Penalty
Second Violation within One Year of Initial Violation	\$700	Violation	Penalty	\$700.00	Violation	Penalty
Subsequent Violations	\$1,000	Violation	Penalty	\$1,000.00	Violation	Penalty
VICIOUS ANIMAL PENALTIES						
First Violation - Failure to Surrender Vicious Animal	\$350	Violation	Penalty	\$350.00	Violation	Penalty
Second Violation within One Year of Initial Violation	\$700	Violation	Penalty	\$700.00	Violation	Penalty
Subsequent Violations	\$1,000	Violation	Penalty	\$1,000.00	Violation	Penalty
First Violation - Violation of Vicious Animal Rules	\$350	Violation	Penalty	\$350.00	Violation	Penalty
Second Violation within One Year of Initial Violation	\$700	Violation	Penalty	\$700.00	Violation	Penalty
Subsequent Violations	\$1,000	Violation	Penalty	\$1,000.00	Violation	Penalty
Deposit: Vicious Animal Appeal Process	Cost of Citation	Appeal	Penalty	Cost of Citation	Appeal	Penalty
Deposit: Administrative Citation Appeal Process	Cost of Citation	Appeal	Penalty	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	\$25	Per late \$100 citation	Penalty	\$25.00	Per late \$100 citation	Penalty
Late Penalty fee for \$200 citation	\$50	Per late \$200 citation	Penalty	\$50.00	Per late \$200 citation	Penalty

ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS						
Late Penalty fee for \$250 citation	\$62.50	Per late \$250 citation	Penalty	\$62.50	Per late \$250 citation	Penalty
Late Penalty fee for \$350 citation	\$87.50	Per late \$350 citation	Penalty	\$87.50	Per late \$350 citation	Penalty
Late Penalty fee for \$500 citation	\$125	Per late \$500 citation	Penalty	\$125.00	Per late \$500 citation	Penalty
Late Penalty fee for \$700 citation	\$175	Per late \$700 citation	Penalty	\$175.00	Per late \$700 citation	Penalty
Late Penalty fee for \$1000 citation	\$250	Per late \$1,000 citation	Penalty	\$250.00	Per late \$1,000 citation	Penalty
VETERINARY CARE						
Medications and Treatment	Actual Cost	Animal	Fee	Actual Cost	Animal	Fee
Non-Medical Treatment	Actual Cost	Actual cost. One Hour minimum	Fee	Actual Cost	Actual cost. One Hour minimum	Fee
URBAN AGRICULTURE						
Urban Agriculture Fee for Goats (2)	\$240.00	Each	Fee	\$240.00	Each	Fee
Urban Agriculture Fee for Chickens (5-20)	\$240.00	Each	Fee	\$240.00	Each	Fee

REPRESENTATIVE TITLE Bureau Manager

REPRESENTATIVE SIGNATURE Melanie Wagner DATE June 4, 2024

Cost Sheet

Revised Calculation 5/2/24				
Agency	Population	% of Population	Minimum Proposed Contract	Per Capita
Long Beach	466,742.00	97.538%	\$ 6,598,049.22	14.14
Los Alamitos	11,780.00	2.462%	\$ 166,526.73	14.14
Total	478,522.00	100.000%	\$ 6,764,575.95	14.14

Agency	Minimum Proposed Contract	Maximum Proposed Contract	Proposed Contract Amount	Current Contract Amount	Notes
Los Alamitos	\$ 166,526.73	\$ 166,526.73	\$ 166,526.73	\$ 146,856.12	
Total Cost Recovery	\$ 166,526.73	\$ 166,526.73	\$ 166,526.73	\$ 146,856.12	

General Fund by Fiscal Year (amounts may include one-times)	Budget	Actuals
FY24	7,446,693.15	TBD
FY23	6,680,093.72	7,866,290.89
FY22	5,640,674.15	6,562,654.11
FY21	5,392,920.57	5,864,782.86
FY20	5,141,636.79	5,694,734.91
FY19	5,447,227.97	6,187,458.70

3-year average (FY21-23 actual expenditures)	6,764,575.95
Contract Cities Total	\$ 166,526.73

13,877.23 per month

41,631.68 per quarter

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 111

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

Presented By: Ron Noda, Development Services Director

Subject: Pine StrEATs and Revive Phase II Grant Programs

SUMMARY

This item seeks Council consideration for appropriating funds to benefit the second installment of Pine strEATs and Revive Los Alamitos Phase II Grant Program. Pine strEATS will again serve as a supplementary piece of the citywide special event, Celebrate Los Al. The restaurant grant program will provide up to \$5,000 for labor, food costs, and marketing for Los Alamitos-based restaurants to provide samplings of their food to attendees.

The Revive Los Alamitos Phase II Program will provide businesses with funding for facade improvement projects. The grant will also provide eligible home-based businesses with an opportunity to make technological improvements to their online shopping experience, including enhanced marketing tools and online pay options. \$105,000 is requested for the second phase.

RECOMMENDATION

1. Review Pine strEATs Grant Program and Revive Los Alamitos Grant Program Phase II; and,
2. Appropriate \$80,000 for the Pine strEATS Grant program; and,
3. Appropriate \$105,000 for the Revive Los Alamitos Phase II Grant Program.

BACKGROUND

The City's Economic Development Division found great success from significant interest and participation in both programs last year.

Pine strEATs was a popular addition to the highly attended MemorialCare Miller's Children's and Women's Hospital, Long Beach Celebrate Los Al event held on Saturday, September 16, 2023, on Pine Street. The event provided 14 of the participating restaurants with grant funding of up to \$5,000 for expenses related to food, personnel, and marketing materials. More importantly, over 1,000 participants tasted small servings, drawing greater attention to their restaurant.

The Revive Los Alamitos Facade Improvement Grant Program launched earlier this year and has already seen demand during its first installment. Multiple businesses have inquired, expressing interest in the program, with a few notable projects in the works, such as the

business plaza at 10511 Los Alamitos Boulevard, which recently completed exterior paint, surface repairs, sign improvements, and revitalizing landscape features, culminating in about \$11,000 in grant funding.

Other businesses like BeYouty Med Spa, Code Ninjas, and Wahoo's have submitted their applications to improve their signage. This program is designed to offer interested and eligible businesses 50/50 matching grants to businesses and property owners to complete facade improvements or similar projects to properties in Los Alamitos. The maximum grant amount for any eligible business is up to \$15,000 for related project expenses. The following system was developed to establish the tier costs corresponding to different projects:

Project Level	Maximum Grant Amount	% of Total	Grantee Must Spend
Level One	\$5,000	50%	\$10,000
Level Two	\$10,000	50%	\$20,000
Level Three	\$15,000	50%	\$30,000

*Grantees may request less than the maximum amount of the grant for any level.

DISCUSSION

Pine strEATs and Revive Los Alamitos Phase II Grant Program are proposed to return this year with minimal changes to the first installment.

The Pine strEATs Grant Program is once again intended to promote local restaurants and create new ways for them to connect with the Los Alamitos community. As proposed, the program will cover reimbursable costs of up to \$5,000 for expenses related to personnel, supply costs, and promotional materials necessary for participation in the event. The program is prepared to assist up to 20 restaurants. Eligible Los Alamitos-based restaurants interested in participating in the program are required to complete a Pine strEATs Grant Application.

Each restaurant will receive a copy of the grant program's guidelines, which explain in detail the specific criteria for reimbursable costs and the participation guidelines. Below are some of the program's guidelines:

- Restaurants must hold an active Los Alamitos Business License with no outstanding code violations.
- Restaurants must be a permanent establishment in the City of Los Alamitos and under the five main categorical restaurant types: quick service, fast casual, catering, casual dining, and fine dining. Home-based food-related businesses are encouraged to apply and may be considered for approval. Examples of home-based food related businesses may consist of gourmet cookies, cake pops, and Charcuterie service.
- Restaurants must be available for the entirety of the event, including set-up and tear-down.
- Participating restaurants will have a specific allotted time period, before the date of the event and after the event, to submit Reimbursement Forms for all appropriate expenses, along with the sales report or receipts with line items. The described items must be submitted during the allotted time period to secure reimbursement.
- Restaurants are able to submit the required documentation for reimbursement at three

different phases during the grant program. Restaurants with appropriate documentation may receive partial reimbursement prior to and after the event. If requested, a restaurant may request reimbursement up front to cover the initial purchase of food supplies. Draft program information has been provided for the Council's review as attachments. Program documentation will be finalized after the Council's discussion this evening.

The grant's goal is to provide Los Alamitos-based restaurants with an opportunity to market their businesses directly to the thousands of event attendees. The tickets or wristbands will be sold at a minimal charge to event attendees to sample the variety of food options.

The Revive Los Alamitos Grant Program Phase II will continue its efforts to assist local businesses, from brick-and-mortar to home-based businesses, in investing in their property, making improvements to their facades, addressing outdated repairs, renovating worn structures, and utilizing landscaping as ways to freshen the esthetics for greater shopping experience and customer appeal.

Program Criteria

The program criteria include:

- Establishment as a business and commercial property within the City of Los Alamitos. First priority of funds will be offered to interested businesses along the City's main arterial roadways (Los Alamitos Boulevard; Katella Avenue; Cerritos Avenue; Bloomfield Street) as they are the most traveled and visible areas of the City.
- Home-based businesses must hold a City Business License.
- City Staff and Elected Officials are not eligible.
- Fees paid to outside agencies are not eligible (i.e., schools, county, districts).
- Must present a direct nexus between permitted work and receipts for local purchases.
- Free of any building and code violations.
- Program expiration is set for one calendar year from the launch date. Funds are first come, first served.

Eligible Improvements

The program is eligible for the following improvements, and applicants will be responsible for selecting a contractor acquiring all necessary City permits while maintaining high construction standards and City policy and procedures. City Staff will hold final discretion over the selection of eligible improvements.

- Exterior paint
- Windows
- Doors
- Signage
- Landscaping
- Irrigation
- Awnings
- Canopies/pergolas

- Exterior facade treatments and additions
- Block wall/fencing
- Technology (home-based businesses)

FISCAL IMPACT

Staff requests an appropriation of \$80,000 for Pine strEATs and \$105,000 for Revive Grant Program Phase II, which will be transferred from the Non-department Fund to the Economic Development fund for this project. The total money transferred would be \$185,000 across the two programs.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11J

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

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for the Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02)

SUMMARY

This item recommends awarding a bid to Harris Steel Fence Co., Inc. to begin the Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02) in the amount of \$86,412.00.

RECOMMENDATION

1. Award of contract for the Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02) in the amount of \$86,412.00 to Harris Steel Fence Co., Inc.; and,
2. Authorize the Mayor to execute the contract with Harris Steel Fence Co., Inc. for the project.

BACKGROUND

The Laurel Park Tennis Courts provides various programs and opportunities for reservations for the general public. The courts are heavily used for classes, camps, and reservations throughout the week. The current chain link fence and windscreen are over ten years old and show signs of degradation from the elements. A new chain link fence and windscreen would give the courts a new look and increased visual appeal. The new fencing and windscreen will create a visual contrast between the background and balls, assisting players in visually tracking the balls during game play and practice, enhancing the court experience.

DISCUSSION

Notices announcing the solicitation of bids for this project were posted in the local publication, the News-Enterprise and Bidnet. Bids for the project were publicly opened on April 17, 2024 at 11:30 a.m. From the six (6) total bids received, it was determined that the lowest responsible bid submitted was from Harris Steel Fence Co., Inc., with a total bid amount of \$86,412.00. The bid results are provided below:

Golden West Fence - \$75,503.63
Harris Steel Fence Co., Inc. - \$86,412.00
Izurieta Fence Company, Inc. - \$103,822.00
EverFence - \$108,700.00
Quality Fence Co. Inc. - \$119,721.00
3M Construction Corporation - \$149,730.00

Average - \$107,314.78

Golden West Fence submitted an incomplete bid and was deemed not responsible for providing all the necessary information.

The following represents an approximate timeline for the completion of the project, which consists of removing and installing the tennis court fencing.

June 24, 2024 - Award of Contract

August 1, 2024 - Start of construction

February 1, 2025 - End of construction

FISCAL IMPACT

This project is part of the Council-approved FY 23-24 Capital Improvement Project list. The project budget was bid at \$86,412, and funding will be expended out of Account No. 10-570-5501-2404.

- Attachment:
1. Harris Steel Fence Co. Agreement (Laurel Park Fence Replacement)
 2. Harris Steel Fence Co. Bid Submission
 3. RFP 2024-02 - Laurel Park Tennis Court Fence Replacement Project

LAUREL PARK TENNIS COURT FENCE REPLACEMENT AGREEMENT HARRIS STEEL FENCE CO., INC.

THIS AGREEMENT FOR LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT (“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 Harris Steel Fence Co., 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 fence replacement services for Laurel Park tennis court.

B. In response to City’s formal Request for Proposals No. 2024-02 (RFP), dated April 2024, Contractor has submitted to City a written proposal, dated May 7, 2024, to provide the desired fence replacement services.

D. City desires to engage Contractor to provide such fence replacement 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 Laurel Park Tennis Court Fence Replacement Project Proposal, dated May 7, 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. 2024-02, dated April 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 Eighty Six Thousand Four Hundred Twelve Dollars (\$86,412). 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 forty-five (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. The term of the Agreement runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Daniel Blanciak, Vice 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 – Harris Steel Fence Co., 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:

Daniel Blanciak, Vice President
Harris Steel Fence Co., Inc.
8728 S. San Pedro
Los Angeles, CA 90003-339
daniel@harrisfenceco.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: _____

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”

Harris Steel Fence Co., Inc.

By: _____

William Blanciak

President

By: _____

Daniel Blanciak

Vice President

BIDDER'S NAME Harris Steel Fence Co

CITY OF LOS ALAMITOS

**PROPOSAL
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

TO CITY OF LOS ALAMITOS, as CITY:

In accordance with CITY's "Notice of Request for Proposals", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: Harris Steel Fence Co DATE May 7th, 2024.

BIDDER'S ADDRESS: 8728 S. San Pedro St BY Daniel Blancak
Los Angeles, CA 90003 (Print Name)

(Signature)

PHONE: (323) 751-4104 TITLE V.P.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Harris Steel Fence Co.

Business Address 8728 S. San Pedro St, Los Angeles, CA 90003

Email: Kanoudi@harris-fence.co.com Telephone: (323) 751-4104

State Contractor's License No. and Class 319155, C-13

Original Date Issued 7-29-74 Expiration Date 3-31-26

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

William Blanciak

Daniel Blanciak

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

None

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

BIDDER'S NAME Harris Steel Fence co

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name None
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME Harris Steel Fence Co

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name Ramona USD
Address 720 Ninth St, Ramona, CA 92065
Phone No. 760-787-2053 Contact: Matthew Hudson
Description of Work Fencing & Gates

Agency Name Newport-Mesa USD
Address 2985 Bear St, Costa Mesa, CA 92626
Phone No. 714-424-3610 Contact: Leo Hernandez
Description of Work Fencing & Gates

Agency Name City of Santa Ana
Address 2nd Civic Center Plaza, Santa Ana, CA 92701
Phone No. 714-647-6544 Contact: Teresa Rodriguez
Description of Work Fencing & Gates

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name Artisan Bonding
Address 3101 West Coast Hwy #314, Newport Beach, CA 92663
Phone No. 949-515-4194

Name _____
Address _____
Phone No. _____

Name _____
Address _____
Phone No. _____

Name _____
Address _____
Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number 319155

DIR Registration No. 1000002287

Name of Individual Contractor (Print or type):

Harris Steel Fence Co

Signature of Owner(s)  

Business Address 8728 S. San Pedro St, Los Angeles, CA 90003

or
Name of Company Harris Steel Fence Co

Business Address 8728 S. San Pedro St, Los Angeles, CA 90003

Officers:

Name William Blangak Title President

Name Daniel Blangak Title V.P. / Secretary

Name _____ Title _____

or
Name of Corporation Harris Steel Fence Co

Business Address 8728 S. San Pedro St, Los Angeles, CA 90003

Corporation organized under the laws of the State of CA

William Blangak Daniel Blangak
Name of President of Corp./ Company Name of Secretary of Corp./ Company

CITY OF LOS ALAMITOS
PROPOSAL BID SCHEDULE
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT

BASE BID ITEMS

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BASE SERVICES: Furnish and install chain-link fence and windscreen per the project scope including installing new chain-link fencing, disposal of old chain-link fence, windscreen all around the court, painting current 12 foot poles vinyl black, installing new top, middle, and bottom vinyl black rails with all hardware, and providing all submittals included in the project scope. New fencing and any crossbars will be vinyl black and 10 foot windscreen will be black with 85% blockage. City logos printed on two sides surrounding the courts. Install two pedestrian gates between courts two and three.	1	LUMP SUM	<i>\$86,412</i>	<i>\$86,412.00</i>

BASE BID SUBTOTAL IN FIGURES:

\$ 86,412.00

TOTAL BASE BID AMOUNT FOR BID ITEM 1 SHALL BE USED IN DETERMINING THE LOWEST BID AMOUNT RECEIVED.

TOTAL BASE BID AMOUNT IN FIGURES:

\$ 86,412.00

TOTAL BID AMOUNT IN WORDS:

Eighty Six Thousand Four Hundred Twelve DOLLARS

AND Zero CENTS.

NOTE: THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BID AMOUNT FOR THE BASE BID ITEMS (BID ITEMS NO. 1) WITHOUT CONSIDERATION OF ANY AMOUNT FOR THE ADDITIVE ALTERNATE BID (BID ITEMS NO. 1). THE CITY, AT ITS DISCRETION, HAS THE OPTION TO AWARD A CONTRACT WHICH INCLUDES THE ADDITIVE ALTERNATE BID.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BASE BID AMOUNT FIGURES" AND THE "TOTAL BASE BID AMOUNT IN WORDS", THE "TOTAL BASE BID AMOUNT IN WORDS" SHALL PREVAIL.

BIDDER'S NAME Harris Steel Fence Co

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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 5-7-24 [date], at Los Angeles [city], CA [state]."

Signed 
V.P.
Title



Please review specifications and requirements carefully.

Addendum Description

The chain link fence fabric needs to be a minimum of 9 gauge and 1 3/4" mesh size.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed



Please review specifications and requirements carefully.

Addendum Description

Please include primer and paint on the 12 foot main poles and 6 foot main poles. All pedestrian gates need to be replaced including the entrance/exit gates and gates in between courts.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

HARRIS STEEL FENCE CO.

8728 S. SAN PEDRO
LOS ANGELES CA 90003-339

TELEPHONE 323- 751-4104
FAX 323- 751- 8812

May 7th, 2024

Daniel Blanciak
Vice President
Harris Steel Fence Co., Inc
8728 S San Pedro St
Los Angeles, CA 90003

Respondent Contact Information: Daniel Blanciak, Vice President will be the Project Manager responsible for communication regarding this project. He can be reached at 323-751-4104 or on his cell at 714-745-9552. His email is Daniel@harrisfenceco.com

Evaluation Criteria

- A. Company Experience and Skill:** Harris Steel Fence Co., Inc has been a leader in installing and providing exceptional fencing products for residential and commercial properties since 1929. In the last 20+ years Harris Fence has focused more on public works and commercial jobs and has held several on call fencing contracts for various public entities. Our experience and our staff will make performing services extremely efficient. Our organizational chart is as follows:

Daniel Blanciak	Kevin Brewer	Shawn Kanoudi	Jose Lopez	Additional Foreman
Vice President & Project Manager	Superintendent	Controller & Office Manager. Labor Compliance	Lead Foreman	Foreman

- B: Primary Staff:** Daniel Blanciak is Vice President of Harris Steel Fence Co., Inc and will be serving as the Project Manager for this project. Daniel has over 18 years of experience running this company and completing public and private works. His vast knowledge of the fencing industry will help make this project seamless from start to completion.

Kevin Brewer is our Superintendent and will be running the project

from the ground up. He has over 10 years of experience in the field and over 5 years as a Superintendent for our company. His efforts and coordinating will be crucial to the success of this project.

Shawn Kanoudi is our Controller and also serves as an Office Manager. He has a degree in finance and has over 5 years of Experience as a Controller and over 15 years of experience as an Office Manager. He will be the one handling all insurance, labor compliance paperwork, invoicing, and can help with any other kind of paper work you might need.

Jose Lopez is our lead foreman. He has over 15 years of experience as a lead foreman for our company. He will be the main contact on the jobsite and his knowledge and expertise in constructing and completing fencing project will be a valuable asset.

C: Work Plan/Equipment:

1. We can be onsite within 4 hours 7 days a week 24 hours a day.
2. Harris Steel Fence Co., Inc has 6 work trucks with all tools needed to install all fencing materials.
3. We also have a fully stocked yard with all size and guage chain link as well as all sizes posts, and top rail.

D: Sustainability: Harris Steel Fence Co., Inc recycles all fencing materials that we remove from jobsites. We also dump all dirt at landfills and concrete at sand and gravel plants to be re-used.

E: Policy 5.12 Small Business Preference: Harris Steel Fence Co., Inc certifies that it is a certified California Small Business. Our certification number is 36335. Please see attached Small Business certificate.

Statement of Quality Commitment:

1. On Time-Delivery: We commit to delivering material & services on or before the promised time.
2. Timely Response: We commit to consistent timely response to all service requests.
3. Quality As Specified: We commit to provide products and/or service meeting or exceeding the specification at your quoted price.
4. Quality Control: We commit to use methods or procedures to assure quality control of service, material and invoicing.
5. Customer Satisfaction: A commitment to resolve customer concerns regarding the quality of service or material supplied.

HARRIS STEEL FENCE CO

8728 S. SAN PEDRO
LOS ANGELES CA 90003-339

TELEPHONE 323- 751-4104
FAX 323- 751- 8812

May 7th, 2024

Daniel Blanciak
Vice President
Harris Steel Fence Co.
8728 S San Pedro St
Los Angeles, CA 90003

RE: Bid #2024-02: Laurel Park Tennis Court Fence Replacement Project

Harris Steel Fence Co confirms that a contract with the city can be executed and has all technical requirements, financial requirements, and insurance requirements to successfully execute this contract. BIDDER ALSO ACKNOWLEDGES ALL ADDENDUMS PERTAINING TO THIS PROJECT.

Sincerely,



Daniel Blanciak
Vice President

**CITY OF LOS ALAMITOS
CALIFORNIA**



**REQUEST FOR BIDS
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

PROJECT NO. 2024-02

PREPARED FOR

**CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS, CALIFORNIA 90720**

PREPARED BY

**STEVE KIM
3191 KATELLA AVE.
LOS ALAMITOS, CA 90720**

APRIL 2024

CITY OF LOS ALAMITOS

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**NOTICE OF REQUEST FOR PROPOSALS 2024-02
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

NOTICE IS HEREBY GIVEN that the City of Los Alamitos, as City, is seeking proposals from qualified firms to provide services for the LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT ("Project"). Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Proposals are due no later than **5:30 P.M. (Pacific Standard Time) on May 9, 2024.**

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including purchase of new chain-link fence, removal of old chain-link, disposal of old chain-link fence, installation of black windscreen with 85% blockage, installation of (2) pedestrian gates and other miscellaneous improvements as shown on the plans and as required to complete the work.

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.

OPTIONAL PRE-PROPOSAL MEETING: There will be an Optional Pre-Proposal site visit on **April 30, 2024 at 9:00 a.m.** at Laurel Park at 10862 Bloomfield Street, Los Alamitos.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Construction Schedule.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Contractor's License** at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

CALIFORNIA WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

REGISTRATION WITH DIR: Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in performance of any contract for public work, unless currently registered and qualified to perform public work unless registered with the Department of Industrial Relations.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on April 29, 2024 and shall be submitted on BidNet portal. Please contact Steve Kim at skim@cityoflosalamitos.org should you have questions about this procedure.

Dated this 15 day of April, 2024.

City of Los Alamitos, California

Published: News Enterprise
April 24, 2024

Steve Kim, Recreation Supervisor
3191 Katella Avenue
Los Alamitos, CA 90720

CITY OF LOS ALAMITOS

INSTRUCTIONS TO BIDDERS FOR

LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT

1. BACKGROUND

The City of Los Alamitos (City) is soliciting proposals from qualified professional to replacement the current chain-link fence and windscreen at the Laurel Park tennis courts. The Laurel Park Tennis Courts provides various programs and opportunities for reservations to the general public. Throughout the week, the courts are heavily used for classes, camps, and reservations. The current chain link fence and windscreen are over 10 years old and is showing signs of degradation from the elements. A new chain link fence and windscreen would give the courts a new look and increased visual appeal. The new fencing and windscreen will create a visual contrast between the background and balls. The contrast will help players visually track the balls during gameplay and practice enhancing the experience at the courts.

The purpose of this RFP is to provide the City with the best possible replacement at a level expected by the City's residents, City Council, City Staff, and visitors to the community. The selected contractor will work closely with City staff to ensure accurate installation and color scheme.

2. RFP TIMELINE

The schedule of key milestones related to the City Tree Maintenance Services is as follows:

- Proposal Release Date April 16, 2024
- Optional Pre-Bid Site Visit April 30, 2024, 9:00AM
- Last Day for Questions April 29, 2024
- Proposal Submittal Due Date May 9, 2024, 5:30PM
- Council Award of Contract June 17, 2024

3. 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.

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 April 29, 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. PROPOSAL FORMS

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 -Attachment A
- Bid Schedule -Attachment B
- Non-Collusion Affidavit -Attachment C

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 **5:30 p.m., on the 9th of May, 2024.**

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. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection

to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

7. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

8. WITHDRAWAL OF PROPOSALS

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.

9. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

10. 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.

11. 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 that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

12. 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.

13. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

14. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

15. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

16. CITY BUSINESS LICENSE

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

17. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a **Contractor's License** as required to perform the work, issued by the State of California and a business license in the City of Los Alamitos. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. 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 the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

18. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and

will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

19. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

20. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and 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 (commencing with Section 16700) 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 the Contractor, without further acknowledgment by the parties.

21. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or

\$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

22. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) 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, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME_____

CITY OF LOS ALAMITOS

**PROPOSAL
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

TO CITY OF LOS ALAMITOS, as CITY:

In accordance with CITY's "Notice of Request for Proposals", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____

DATE _____, 20____.

BIDDER'S ADDRESS:_____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: () _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME_____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name_____
Address_____
Phone No._____Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____Contact:_____
Description of Work_____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

**CITY OF LOS ALAMITOS
PROPOSAL BID SCHEDULE
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

BASE BID ITEMS

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BASE SERVICES: Furnish and install chain-link fence and windscreen per the project scope including installing new chain-link fencing, disposal of old chain-link fence, windscreen all around the court, painting current 12 foot poles vinyl black, installing new top, middle, and bottom vinyl black rails with all hardware, and providing all submittals included in the project scope. New fencing and any crossbars will be vinyl black and 10 foot windscreen will be black with 85% blockage. City logos printed on two sides surrounding the courts. Install two pedestrian gates between courts two and three.	1	LUMP SUM		

BASE BID SUBTOTAL IN FIGURES:

\$ _____

TOTAL BASE BID AMOUNT FOR BID ITEM 1 SHALL BE USED IN DETERMINING THE LOWEST BID AMOUNT RECEIVED.

TOTAL BASE BID AMOUNT IN FIGURES:

\$ _____

TOTAL BID AMOUNT IN WORDS:

_____ DOLLARS

AND _____ CENTS.

NOTE: THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BID AMOUNT FOR THE BASE BID ITEMS (BID ITEMS NO. 1) WITHOUT CONSIDERATION OF ANY AMOUNT FOR THE ADDITIVE ALTERNATE BID (BID ITEMS NO. 1). THE CITY, AT ITS DISCRETION, HAS THE OPTION TO AWARD A CONTRACT WHICH INCLUDES THE ADDITIVE ALTERNATE BID.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BASE BID AMOUNT FIGURES" AND THE "TOTAL BASE BID AMOUNT IN WORDS", THE "TOTAL BASE BID AMOUNT IN WORDS" SHALL PREVAIL.

BIDDER'S NAME_____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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].”

Signed_____

Title

PUBLIC WORKS AGREEMENT [Contractor]

THIS PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into, to be effective this XXth day of MONTH 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and company, a 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 complete the Laurel Park Tennis Court Fence Replacement Project (“Project”).

B. In response to City’s Request for Proposals No. 2024-02 (RFP), dated April 15, 2024, Contractor submitted to City a written bid, dated DATE, 2024 (“Contractor’s Bid”).

C. City desires to engage the Contractor to provide Project 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. GENERAL SCOPE OF WORK. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project in the City (the “Work”). The Work to be performed in accordance with the Contract Documents with bid prices hereinafter mentioned and in accordance with the instructions of the City’s Project Manager, who is Steve Kim, Recreation Supervisor, (562) 430-1073 x515.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS. The Plans are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Project plans and specifications if any (“Plans”), Contractor’s Bid together with this Agreement shall constitute the entire agreement between the Parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the Plans; and (3) Contractor's Bid (collectively, the “Contract Documents”).

3. COMPENSATION. Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the amount of **Dollars** (\$XX.00) 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 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. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT. The term of this project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties.

5. INSURANCE. Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract."

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile - \$2,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
- c. Each such policy of insurance provided for in paragraph b. shall:
- 1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.
 - 2) Name as additional insured the City of Los Alamitos, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."
 - 5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;
 - 6) Otherwise be in form satisfactory to the City.
- d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance

of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, and are available to any interested party on request. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT. In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK. 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 sub-contractor under him 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 Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY. Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY. The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION. Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. PRESENTATION OF CLAIMS. Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

13. TERMINATION. This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

Contractor's License No.

Contractor's Business Phone:

Contractor's Business Email:

Contractor's emergency phone which can be reached at any time:

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 Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By:_____

Michael S. Daudt
City Attorney

By:_____

Windmera Quintanar, CMC
City Clerk

“Contractor”

Company Name

By:_____

By:_____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 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 the Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03)

SUMMARY

This item recommends awarding a bid to Trueline Construction & Surfacing, Inc. to begin the Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03) in the amount of \$188,338.40.

RECOMMENDATION

1. Award of contract for the Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03) in the amount of \$188,338.40 to Trueline Construction & Surfacing, Inc.; and,
2. Authorize the Mayor to execute the contract with Trueline Construction & Surfacing, Inc. for the project.

BACKGROUND

The Laurel Park Tennis Courts provides various tennis programs and opportunities for reservations to the general public. Throughout the week, the courts are heavily used for tennis classes, summer tennis camps, and resident reservations. The current tennis court surface shows signs of usage and cracks in the concrete. Maintenance to the tennis courts have not been done in over 10 years. With the rise in pickleball, this opportunity would allow the City to convert one tennis court to two brand new pickleball courts. The new benches and City approved paint scheme would also bring a new look to the tennis courts to enhance the playing experience.

DISCUSSION

Notices announcing the solicitation of bids for this project were posted in the local publication, the News-Enterprise. Bids for the project were publicly opened on April 17, 2024 at 11:30 a.m. From the two (2) total bids received, it was determined that the most qualified bid submitted was from Trueline Construction & Surfacing, Inc., with a total bid amount of \$188,338.40. The bid results are provided below:

3M Construction Corporation - \$127,930.00

Trueline Construction & Surfacing, Inc. - \$188,338.40

Average - \$158,134.20

The following represents an approximate timeline for the completion of the project, which consists of resurfacing tennis courts and the implementation of new pickleball courts:

June 24, 2024 - Award of Contract

August 1, 2024 - Start of construction

February 1, 2025 - End of construction

FISCAL IMPACT

This project is part of the Council-approved FY 23-24 Capital Improvement Project list. The project budget was bid at \$188,338.40 and funding will be expended out of Account No. 10-570-5501-2404.

- Attachment:
1. Trueline Construction & Surfacing, Inc. Agreement (Laurel Park Tennis Court Resurfacing)
 2. Trueline Construction & Surfacing, Inc. Bid Submission
 3. RFP No. 2024-03 - Laurel Park Tennis Court Resurfacing Project

LAUREL PARK TENNIS COURT RESURFACING AGREEMENT TRUELINE CONSTRUCTION & SURFACING, INC.

THIS AGREEMENT FOR LAUREL PARK TENNIS COURT RESURFACING PROJECT (“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 Trueline Construction & Surfacing, 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 resurfacing services for Laurel Park tennis court.

B. In response to City’s formal Request for Proposals No. 2024-03 (RFP), dated April 2024, Contractor has submitted to City a written proposal, dated May 7, 2024, to provide the desired tennis court resurfacing services.

D. City desires to engage Contractor to provide such tennis court resurfacing 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 Laurel Park Tennis Court Resurfacing Project Proposal, dated May 7, 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. 2024-03, dated April 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 Eighty Eight Thousand Three Hundred Thirty Eight Dollars and Forty Cents (\$188,338.40). 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 forty-five (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. The term of the Agreement runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Janet Bangs, Vice 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 – Truline Construction & Surfacing, 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:

Janet Bangs, Vice President
Truline Construction & Surfacing, Inc.
12397 Doherty Street
Riverside, CA 92503
Truline40@outlook.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: _____

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”

Trueline Construction & Surfacing, Inc.

By: _____

Ed Kruse

President

By: _____

Janet Bangs

Vice President

**CITY OF LOS ALAMITOS
CALIFORNIA**



**REQUEST FOR BIDS
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

PROJECT NO. 2024-03

PREPARED FOR

**CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS, CALIFORNIA 90720**

PREPARED BY

**STEVE KIM
3191 KATELLA AVE.
LOS ALAMITOS, CA 90720**

APRIL 2024

CITY OF LOS ALAMITOS

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**NOTICE OF REQUEST FOR PROPOSALS 2024-03
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

NOTICE IS HEREBY GIVEN that the City of Los Alamitos, as City, is seeking proposals from qualified firms to provide services for the LAUREL PARK TENNIS COURT RESURFACING PROJECT ("Project"). Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Proposals are due no later than **5:30 P.M. (Pacific Standard Time) on May 9, 2024.**

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including removal of old surface, patching cracks & spalls, install new surfacing, installation of (?) pickleball courts, painting city-approved tennis and pickleball court lines, 50-foot long black vinyl chain-link fence 3 feet in height with posts and hardware, purchase and install (6) city-approved cabana benches, caulking around the courts and other miscellaneous improvements as shown on the plans and as required to complete the work.

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.

OPTIONAL PRE-PROPOSAL MEETING: There will be an Optional Pre-Proposal site visit on **April 30, 2024 at 9:00 a.m.** at Laurel Park at 10862 Bloomfield Street, Los Alamitos.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Construction Schedule.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Contractor's License** at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

CALIFORNIA WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

REGISTRATION WITH DIR: Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in performance of any contract for public work, unless currently registered and qualified to perform public work unless registered with the Department of Industrial Relations.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on April 29, 2024 and shall be submitted on BidNet portal. Please contact Steve Kim at skim@cityoflosalamitos.org should you have questions about this procedure.

Dated this 15 day of April, 2024.

City of Los Alamitos, California

Published: News Enterprise
April 24, 2024

Steve Kim, Recreation Supervisor
3191 Katella Avenue
Los Alamitos, CA 90720

CITY OF LOS ALAMITOS
INSTRUCTIONS TO BIDDERS
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT

1. BACKGROUND

The City of Los Alamitos (City) is soliciting proposals from qualified professional to resurface the courts, patch cracks & spalls, paint court lines, install pickleball courts, install a divider fence with all hardware and purchase and install cabana benches at the Laurel Park tennis courts. The Laurel Park Tennis Courts provides various programs and opportunities for reservations to the general public. Throughout the week, the courts are heavily used for classes, camps, and reservations. The current tennis court surface is over 10 years old and is showing signs of degradation from the elements. A new tennis court surface and pickleball courts would give the courts a new look, increased visual appeal, and provide space for a new program. The new surface will help players of both sports maintain traction and reduce the risk of injury. The new practices areas will enhance the experience of all participants at the courts.

The purpose of this RFP is to provide the City with the best possible tennis and pickleball courts and amenities at a level expected by the City's residents, City Council, City Staff, and visitors to the community. The selected contractor will work closely with City staff to ensure accurate installation and color scheme.

2. RFP TIMELINE

The schedule of key milestones related to the Tennis Court Resurfacing is as follows:

- Proposal Release Date April 16, 2024
- Optional Pre-Bid Site Visit April 30, 2024, 9:00AM
- Last Day for Questions April 29, 2024
- Proposal Submittal Due Date May 9, 2024, 5:30PM
- Council Award of Contract June 17, 2024

3. 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.

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 April 29, 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. PROPOSAL FORMS

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 -Attachment A
- Bid Schedule -Attachment B
- Non-Collusion Affidavit -Attachment C

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 **5:30 p.m., on the 9th of May, 2024.**

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. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally

interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

7. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

8. WITHDRAWAL OF PROPOSALS

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.

9. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

10. 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.

11. 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 that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

12. 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.

13. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

14. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

15. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

16. CITY BUSINESS LICENSE

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

17. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a **Contractor's License** as required to perform the work, issued by the State of California and a business license in the City of Los Alamitos. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. 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 the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

18. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and

will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

19. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

20. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and 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 (commencing with Section 16700) 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 the Contractor, without further acknowledgment by the parties.

21. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or

\$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

22. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) 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, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME Trueline Construction & Surfacing, Inc.

CITY OF LOS ALAMITOS

**PROPOSAL
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

TO CITY OF LOS ALAMITOS, as CITY:

In accordance with CITY's "Notice of Request for Proposals", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Trueline Construction & Surfacing, Inc.

Business Address 12397 Doherty Street, Riverside, CA 92503

Email: trueline40@outlook.com Telephone: (951-8)17-0777

State Contractor's License No. and Class 662625, A & C32

Original Date Issued 2/28/1989 Expiration Date 2/28/2026

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Janet Bangs, Vice President

Ed Kruse, President

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

n/a

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

n/a

BIDDER'S NAME Trueline Construction & Surfacing, Inc.

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name none
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME Trueline Construction & Surfacing, Inc.

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name City of Rosemead
Address 8838 E. Valley Blvd, Rosemead, CA 91770
Phone No. 909-595-8599 Contact: Leonardo Martinez
Description of Work Resurface Tennis Courts

Agency Name City of Fontana
Address 16489 Orange Way, Fontana, CA 92335
Phone No. 909 428 8811 Contact: ryan Rosebeary
Description of Work Resurface Tennis and Basketball Courts at various parks

Agency Name City of Commerce
Address 2535 Commerce Way, Commerce, CA 90040
Phone No. 909 595 8599 Contact: Craig Wheeler
Description of Work Build 2 Basketball Courts and Resurface 5 Courts

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name HCC Surety
Address HCC Surety, 625 The City Drive South, Irvine, CA 92868
Phone No. 714-740-7000

Name _____
Address _____
Phone No. _____

Name _____
Address _____
Phone No. _____

Name _____
Address _____
Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number 662625

DIR Registration No. 1000006579

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation Trueline Construction & Surfacing, Inc.

Business Address 12397 Doherty Street, Riverside, CA 92503

Corporation organized under the laws of the State of California

Ed Kruse

Name of President of Corp./ Company

Janet Bangs

Name of Secretary of Corp./ Company

**CITY OF LOS ALAMITOS
PROPOSAL BID SCHEDULE
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

BASE BID ITEMS

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BASE SERVICES: Furnish and install tennis and pickleball court surface, remove current tennis court surface, repair cracks and spalls, paint new court lines with city-approved color scheme, install 50-foot long black vinyl fencing in between pickleball court at 3 foot in height with all hardware, purchase and install (6) city-approved cabana benches, replace caulking all around the courts,	1	LUMP SUM	188,338.40	188,338.40

BASE BID SUBTOTAL IN FIGURES:

\$ 188,338.40 _____

TOTAL BASE BID AMOUNT FOR BID ITEM 1 SHALL BE USED IN DETERMINING THE LOWEST BID AMOUNT RECEIVED.

TOTAL BASE BID AMOUNT IN FIGURES:

\$ 188,338.40 _____

TOTAL BID AMOUNT IN WORDS:

One hundred eighty eight thousand, three hundred thirty eight dollars _____ DOLLARS

AND Forty _____ CENTS.

NOTE: THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BID AMOUNT FOR THE BASE BID ITEMS (BID ITEMS NO. 1) WITHOUT CONSIDERATION OF ANY AMOUNT FOR THE ADDITIVE ALTERNATE BID (BID ITEMS NO. 1). THE CITY, AT ITS DISCRETION, HAS THE OPTION TO AWARD A CONTRACT WHICH INCLUDES THE ADDITIVE ALTERNATE BID.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BASE BID AMOUNT FIGURES" AND THE "TOTAL BASE BID AMOUNT IN WORDS", THE "TOTAL BASE BID AMOUNT IN WORDS" SHALL PREVAIL.

BIDDER'S NAME Trueline Construction & Surfacing, Inc.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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 8th [date], at Riverside [city], California [state]."

Signed *janet bangs*
Vice President
Title

PUBLIC WORKS AGREEMENT [Contractor]

THIS PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into, to be effective this XXth day of MONTH 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and company, a 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 complete the Laurel Park Tennis Court Resurfacing Project (“Project”).

B. In response to City’s Request for Proposals No. 2024-03 (RFP), dated April 15, 2024, Contractor submitted to City a written bid, dated DATE, 2024 (“Contractor’s Bid”).

C. City desires to engage the Contractor to provide Project 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. GENERAL SCOPE OF WORK. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project in the City (the “Work”). The Work to be performed in accordance with the Contract Documents with bid prices hereinafter mentioned and in accordance with the instructions of the City’s Project Manager, who is Steve Kim, Recreation Supervisor, (562) 430-1073 x515.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS. The Plans are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Project plans and specifications if any (“Plans”), Contractor’s Bid together with this Agreement shall constitute the entire agreement between the Parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the Plans; and (3) Contractor's Bid (collectively, the “Contract Documents”).

3. COMPENSATION. Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the amount of **Dollars** (\$XX.00) 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 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. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT. The term of the project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties.

5. INSURANCE. Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract."

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile - \$2,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
- c. Each such policy of insurance provided for in paragraph b. shall:
- 1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.
 - 2) Name as additional insured the City of Los Alamitos, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."
 - 5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;
 - 6) Otherwise be in form satisfactory to the City.
- d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance

of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, and are available to any interested party on request. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT. In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK. 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 sub-contractor under him 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 Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY. Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY. The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION. Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. PRESENTATION OF CLAIMS. Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

13. TERMINATION. This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

Contractor's License No.

Contractor's Business Phone:

Contractor's Business Email:

Contractor's emergency phone which can be reached at any time:

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 Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By:_____

Michael S. Daudt
City Attorney

By:_____

Windmera Quintanar, CMC
City Clerk

“Contractor”

Company Name

By:_____

By:_____

**CITY OF LOS ALAMITOS
CALIFORNIA**



**REQUEST FOR BIDS
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

PROJECT NO. 2024-03

PREPARED FOR

**CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS, CALIFORNIA 90720**

PREPARED BY

**STEVE KIM
3191 KATELLA AVE.
LOS ALAMITOS, CA 90720**

APRIL 2024

CITY OF LOS ALAMITOS

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**NOTICE OF REQUEST FOR PROPOSALS 2024-03
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

NOTICE IS HEREBY GIVEN that the City of Los Alamitos, as City, is seeking proposals from qualified firms to provide services for the LAUREL PARK TENNIS COURT RESURFACING PROJECT ("Project"). Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Proposals are due no later than **5:30 P.M. (Pacific Standard Time) on May 9, 2024.**

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including removal of old surface, patching cracks & spalls, install new surfacing, installation of (?) pickleball courts, painting city-approved tennis and pickleball court lines, 50-foot long black vinyl chain-link fence 3 feet in height with posts and hardware, purchase and install (6) city-approved cabana benches, caulking around the courts and other miscellaneous improvements as shown on the plans and as required to complete the work.

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.

OPTIONAL PRE-PROPOSAL MEETING: There will be an Optional Pre-Proposal site visit on **April 30, 2024 at 9:00 a.m.** at Laurel Park at 10862 Bloomfield Street, Los Alamitos.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Construction Schedule.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Contractor's License** at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

CALIFORNIA WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

REGISTRATION WITH DIR: Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in performance of any contract for public work, unless currently registered and qualified to perform public work unless registered with the Department of Industrial Relations.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on April 29, 2024 and shall be submitted on BidNet portal. Please contact Steve Kim at skim@cityoflosalamitos.org should you have questions about this procedure.

Dated this 15 day of April, 2024.

City of Los Alamitos, California

Published: News Enterprise
April 24, 2024

Steve Kim, Recreation Supervisor
3191 Katella Avenue
Los Alamitos, CA 90720

CITY OF LOS ALAMITOS
INSTRUCTIONS TO BIDDERS
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT

1. BACKGROUND

The City of Los Alamitos (City) is soliciting proposals from qualified professional to resurface the courts, patch cracks & spalls, paint court lines, install pickleball courts, install a divider fence with all hardware and purchase and install cabana benches at the Laurel Park tennis courts. The Laurel Park Tennis Courts provides various programs and opportunities for reservations to the general public. Throughout the week, the courts are heavily used for classes, camps, and reservations. The current tennis court surface is over 10 years old and is showing signs of degradation from the elements. A new tennis court surface and pickleball courts would give the courts a new look, increased visual appeal, and provide space for a new program. The new surface will help players of both sports maintain traction and reduce the risk of injury. The new practices areas will enhance the experience of all participants at the courts.

The purpose of this RFP is to provide the City with the best possible tennis and pickleball courts and amenities at a level expected by the City's residents, City Council, City Staff, and visitors to the community. The selected contractor will work closely with City staff to ensure accurate installation and color scheme.

2. RFP TIMELINE

The schedule of key milestones related to the Tennis Court Resurfacing is as follows:

- | | |
|-------------------------------|------------------------|
| • Proposal Release Date | April 16, 2024 |
| • Optional Pre-Bid Site Visit | April 30, 2024, 9:00AM |
| • Last Day for Questions | April 29, 2024 |
| • Proposal Submittal Due Date | May 9, 2024, 5:30PM |
| • Council Award of Contract | June 17, 2024 |

3. 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.

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 April 29, 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. PROPOSAL FORMS

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 -Attachment A
- Bid Schedule -Attachment B
- Non-Collusion Affidavit -Attachment C

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 **5:30 p.m., on the 9th of May, 2024.**

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. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally

interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

7. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

8. WITHDRAWAL OF PROPOSALS

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.

9. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

10. 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.

11. 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 that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

12. 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.

13. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

14. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

15. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

16. CITY BUSINESS LICENSE

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

17. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a **Contractor's License** as required to perform the work, issued by the State of California and a business license in the City of Los Alamitos. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. 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 the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

18. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and

will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

19. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

20. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and 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 (commencing with Section 16700) 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 the Contractor, without further acknowledgment by the parties.

21. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or

\$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

22. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) 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, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME_____

CITY OF LOS ALAMITOS

**PROPOSAL
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

TO CITY OF LOS ALAMITOS, as CITY:

In accordance with CITY's "Notice of Request for Proposals", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____

DATE _____, 20____.

BIDDER'S ADDRESS:_____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: () _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME_____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name_____
Address_____
Phone No._____Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____Contact:_____
Description of Work_____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

**CITY OF LOS ALAMITOS
PROPOSAL BID SCHEDULE
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

BASE BID ITEMS

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BASE SERVICES: Furnish and install tennis and pickleball court surface, remove current tennis court surface, repair cracks and spalls, paint new court lines with city-approved color scheme, install 50-foot long black vinyl fencing in between pickleball court at 3 foot in height with all hardware, purchase and install (6) city-approved cabana benches, replace caulking all around the courts,	1	LUMP SUM		

BASE BID SUBTOTAL IN FIGURES:

\$ _____

TOTAL BASE BID AMOUNT FOR BID ITEM 1 SHALL BE USED IN DETERMINING THE LOWEST BID AMOUNT RECEIVED.

TOTAL BASE BID AMOUNT IN FIGURES:

\$ _____

TOTAL BID AMOUNT IN WORDS:

_____ DOLLARS

AND _____ CENTS.

NOTE: THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BID AMOUNT FOR THE BASE BID ITEMS (BID ITEMS NO. 1) WITHOUT CONSIDERATION OF ANY AMOUNT FOR THE ADDITIVE ALTERNATE BID (BID ITEMS NO. 1). THE CITY, AT ITS DISCRETION, HAS THE OPTION TO AWARD A CONTRACT WHICH INCLUDES THE ADDITIVE ALTERNATE BID.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BASE BID AMOUNT FIGURES" AND THE "TOTAL BASE BID AMOUNT IN WORDS", THE "TOTAL BASE BID AMOUNT IN WORDS" SHALL PREVAIL.

BIDDER'S NAME _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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]."

Signed _____

Title

PUBLIC WORKS AGREEMENT [Contractor]

THIS PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into, to be effective this XXth day of MONTH 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and company, a 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 complete the Laurel Park Tennis Court Resurfacing Project (“Project”).

B. In response to City’s Request for Proposals No. 2024-03 (RFP), dated April 15, 2024, Contractor submitted to City a written bid, dated DATE, 2024 (“Contractor’s Bid”).

C. City desires to engage the Contractor to provide Project 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. GENERAL SCOPE OF WORK. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project in the City (the “Work”). The Work to be performed in accordance with the Contract Documents with bid prices hereinafter mentioned and in accordance with the instructions of the City’s Project Manager, who is Steve Kim, Recreation Supervisor, (562) 430-1073 x515.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS. The Plans are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Project plans and specifications if any (“Plans”), Contractor’s Bid together with this Agreement shall constitute the entire agreement between the Parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the Plans; and (3) Contractor's Bid (collectively, the “Contract Documents”).

3. COMPENSATION. Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the amount of **Dollars** (\$XX.00) 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 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. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT. The term of the project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties.

5. INSURANCE. Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract."

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile - \$2,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
- c. Each such policy of insurance provided for in paragraph b. shall:
- 1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.
 - 2) Name as additional insured the City of Los Alamitos, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."
 - 5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;
 - 6) Otherwise be in form satisfactory to the City.
- d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance

of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, and are available to any interested party on request. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT. In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK. 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 sub-contractor under him 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 Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY. Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY. The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION. Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. PRESENTATION OF CLAIMS. Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

13. TERMINATION. This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

Contractor's License No.

Contractor's Business Phone:

Contractor's Business Email:

Contractor's emergency phone which can be reached at any time:

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 Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By:_____

Michael S. Daudt
City Attorney

By:_____

Windmera Quintanar, CMC
City Clerk

“Contractor”

Company Name

By:_____

By:_____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11L

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

Presented By: Ron Noda, Development Services Director

Subject: Tree City USA Proclamation

SUMMARY

The City continues its commitment to expanding its urban forest program through education, events, and efforts made to apply for national recognition of Tree City USA honors by completing the final steps of a Proclamation.

RECOMMENDATION

1. Review the proclamation and Mayor to endorse it; and,
2. Authorize Staff to proceed with the completion and submittal of Tree City USA recognition.

BACKGROUND

The City of Los Alamitos is committed to expanding its urban forest canopy coverage through various benchmarks and efforts. It has prioritized funding for planting additional trees along parkways, parks, medians, and throughout major parts of the City. The City has benefited from the support of the Los Alamitos Community Foundation and EPSON to assist with planting trees along major streets and special events such as Arbor Day in hopes of receiving national recognition as a Tree City USA. As such, the Proclamation will serve as the final piece of the puzzle to submit its application for final consideration, which will take place later this year.

The Arbor Day Foundation and National Association of State Foresters govern the Tree City USA program for communities by completing a four-step process in order to apply for consideration. The standards for consideration are broken into the following four steps:

1. Establishing a Tree Board or Department
2. Creating a Public Tree Ordinance
3. Implementing an Annual Budget of \$2 per capita on Urban Forestry
4. Observance of Arbor Day and drafting a Proclamation

The City has checked all the boxes with the final pending step of a Proclamation. Once Los Alamitos is designated as a Tree City USA, signage will be ordered and placed around Los Alamitos.

DISCUSSION

Communities that embrace urban forestry thrive from the values and benefits trees bring to

their residents.

Social Benefits

Trees provide direct benefits which improve self-esteem, promote health and happiness, reduce stress, and encourage leisurely activities outside.

Economic Benefits

Trees promote greater property value of homes and neighborhoods and help absorb the sounds of traffic in urban areas by 40%. Trees also present aesthetic value to urban settings that have decorative and attractive landscaping design for common areas like downtown and commercial corridors.

Environmental Benefits

Planting and maintaining trees absorb carbon dioxide in the atmosphere, mitigating the effects of climate change; trees protect against floods and water pollution, as well as reduce energy costs up to 25% by providing shade and cooler temperatures.

Tree City USA national recognition would list the City of Los Alamitos among the many communities already participating. By becoming a Tree City USA, the Los Alamitos community will receive flags, signs, and materials celebrating the award. It will also help to educate residents and instill the significance of trees in the community and long-standing benefits through programs, services, and events. Lastly, the award would solidify the City's commitment to creating a cleaner, healthier, and more beautiful urban landscape.

FISCAL IMPACT

None.

Attachment: 1. Tree City USA - Official Proclamation



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, _____, Mayor of the City of _____, do hereby proclaim _____ as **ARBOR DAY**

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____, _____

Mayor _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 11M

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

Presented By: Emeline Noda, Director of Recreation & Community Services

Subject: Orange County Transportation Authority (OCTA) Project V Community-Based Transit/Circulators Program: Los Alamitos Circuit

SUMMARY

This item seeks a resolution endorsing and authorizing Staff to file an application for the Los Alamitos Circuit. The application is to the Orange County Transportation Authority for funding under the Project V Community-Based Transit/Circulators Program. The grant funds would be used for an on-demand micro transit operation for the City of Los Alamitos.

RECOMMENDATION

Adopt Resolution No. 2024-23, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE SUBMITTAL OF LOS ALAMITOS CIRCUIT APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM"

BACKGROUND

Implementing on-demand micro-transit operations within the City of Los Alamitos aligns with numerous regional and local planning processes, including community outreach efforts.

At the regional level, OCTA's "*Directions 2045: Long-range Transportation Plan*" outlines a series of strategies to respond to key factors affecting how Orange County residents plan for reliable and accessible mobility. These include the growing travel demand, evolving travel trends, increasing climate-related risks, and the changing outlook of funding sources. OCTA received 1,825 county-wide completed surveys assessing strategies to mitigate these factors, including Los Alamitos. In assessing strategies to mitigate challenges associated with transportation access and climate risks, survey respondents overwhelmingly favored on-demand shuttle services (65%) and the concentration of mobility hub locations at major visitor destinations (48%) above other locations. The proposal outlined in this application is to create a new on-demand clean fleet shuttle service to provide accessible transportation options to Los Alamitos Medical Center, Los Alamitos Community Center, major access points along Katella Boulevard to access transit lines across Orange County, and other major community facilities throughout the City. This directly aligns with the goals outlined by Orange County respondents. SCAG's Connect SoCal Plan also identifies the entirety of Los Alamitos as both a Priority Growth Area and directly adjacent to Priority Transit Areas (Stanton, Long Beach).

DISCUSSION

At the local level, in 2021, Los Alamitos completed an Active Transportation Plan (ATP) to create a safe and implementable action plan to expand active transportation and multimodal transit options throughout the City. The City held numerous community engagement efforts throughout this process, including three virtual community workshops, two outdoor pop-up events, crossing guard interviews, four community advisory committee meetings, a 24-hour project phone line, social media outreach, and surveys to gather feedback. While the planning efforts primarily focused on active transportation improvements, participants indicated a need and want for expanded multimodal transit offerings, particularly around the central Los Alamitos corridor. Participants were also polled on their ease of access to motorized public transit offerings and indicated a want for more expanded and accessible transit offerings.

The City of Los Alamitos has consulted with potential vendors to budget and plan for an ADA-accessible service. ADA-accessible vehicles are included in the fleet, and the vendor has the ability for riders to select the ADA option when requesting rides.

The Fleet Size & Summary of Vehicle Types include:

- 3 sedans (EV)
- 1 ADA van (EV)

The City will coordinate with a turnkey operator responsible for maintenance and charging, including leasing appropriate local facilities. Depending on availability, this may or may not leverage City facilities.

The City has consulted with potential vendors to ensure the service is designed to dynamically pool riders to route trips most efficiently and reduce vehicle miles traveled (VMT). The vendor will have ride-pooling capability and experience operating shared ride services. Rides may be booked via a smartphone app or through a call center.

The Orange County Transportation Authority Community-Based Transit/Circulators program (Project V under Measure M2) establishes a competitive funding program to enable local jurisdictions to develop, test, and provide community-based local transit services that complement regional transit services and meet needs in areas not adequately serviced by regional transit.

FISCAL IMPACT

The grant application seeks \$1,904,734 for new, year-round on-demand service addressing first- and last-mile access for FY 24/25 – FY 30/31 (7 Years). There is a 50% grant match requirement for the City of Los Alamitos.

Attachment: 1. Resolution No. 2024-23 - Los Alamitos Circuit Application to the OCTA

RESOLUTION NO. 2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE SUBMITTAL OF LOS ALAMITOS CIRCUIT APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM

WHEREAS, the Orange County Transportation Authority Community-Based Transit/Circulators program (Project V under Measure M2) establishes a competitive funding program to enable local jurisdictions to develop, test and provide community-based local transit services that complement regional transit services and meet needs in areas not adequately serviced by regional transit; and,

WHEREAS, the Orange County Transportation Authority intends to allocate Project V funds to the incorporated cities and the County of Orange, as applicable; and,

WHEREAS, the Orange County Transportation Authority has established the procedures and criteria for selecting projects for funding through a competitive process as identified in the Comprehensive Transportation Funding Program (CTFP) Project V Guidelines; and,

WHEREAS, the City of Los Alamitos desires to provide local community-based transit services; and,

WHEREAS, the City of Los Alamitos authorizes the nomination of Los Alamitos Circuit, including all understanding and assurances contained therein; and,

WHEREAS, the City of Los Alamitos has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive Measure M2 funds, including Project V funds; and,

WHEREAS, the City of Los Alamitos must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement; and,

WHEREAS, the City of Los Alamitos authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and,

WHEREAS, the City of Los Alamitos Circulation Element is consistent with

the County of Orange Master Plan of Arterial Highways; and,

WHEREAS, the City of Los Alamitos will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and,

WHEREAS, the City of Los Alamitos will consult with Orange County Transportation Authority regarding the need for ADA/paratransit services and/or plan prior to starting operations; and,

WHEREAS, the City of Los Alamitos will provide a minimum 50% in matching funds, excluding non-Project V subsidies or net fares collected, as required by the Project V CTFP Guidelines and shall fund its share of the project costs and any additional costs over the identified programmed amount; and,

WHEREAS, the City of Los Alamitos will not use Measure M funds to supplant Developer Fees or other commitments; and,

WHEREAS, the City of Los Alamitos will give the Orange County Transportation Authority's representatives access to and the right to examine all data, records, books, papers or documents related to the Project(s).

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

SECTION 1. The City Council finds that the above recitals are true and correct.

SECTION 2. The City of Los Alamitos hereby requests that the Orange County Transportation Authority allocate Project V funds in the amounts specified in the City or County's application to said City or County from the Project V Community-Based Transit/Circulators program through the Comprehensive Transportation Funding Program (CTFP). Said funds shall be matched by funds from the City of Los Alamitos as required and shall be used as supplemental funding to aid the City of Los Alamitos in the implementation of the proposed transit service.

SECTION 6. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 24th day of June, 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 24th day of June, 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: June 24, 2024

ITEM NUMBER: 11N

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

Presented By: Ron Noda, Development Services Director

Subject: Part-Time Economic Development Assistant

SUMMARY

The Economic Development Division is seeking to recruit a Part-Time Economic Development Assistant who will provide direct support in the expansion of economic development-related programs and initiatives.

RECOMMENDATION

1. Adopt Resolution No. 2024-24, entitled "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A JOB DESCRIPTION FOR PART-TIME ECONOMIC DEVELOPMENT ASSISTANT"; and,
2. Approve and authorize staff to proceed with the recruitment for this position.

BACKGROUND

The Economic Development Division is housed within the Development Services Department. It is one of six main divisions of the department but holds a pivotal role in the City. It has expanded its reach tremendously in the last three years and will continue to be a priority for the City. This division aims to foster business retention through resources, education, and increased exposure to innovative programs that increase foot traffic to their doorstep. The Economic Development Division also works diligently to attract new businesses into Los Alamitos and advocate for a diverse business community.

DISCUSSION

The Part-Time Economic Development Assistant Job Description (Attachment 1) has been developed for the Development Services Department.

The Economic Development Division has one designated employee: a full-time Economic Development Supervisor who plans, coordinates, implements, and supervises all the division's major programs, events, and services. The part-time Economic Development Assistant will support and report directly to the Economic Development Supervisor to assist with coordinating and representing these programs. There are many other programs and events that the Economic Development Division is responsible for and contributes to the operation of the Development Services Department. Some of the programs are listed below with a brief description.

Mayor's Business Spotlight

The Mayor's Business Spotlight highlights local businesses in the community by featuring one business each month. The program is conducted in an interview style, filmed with the Mayor interviewing the business owner. The video then gets published on the City's YouTube channel, and the business is invited to receive an Award of Recognition at a City Council Meeting presented by the Mayor.

Business Visitation Program

A member of the Economic Development Division will conduct random visits to different businesses as an informal check-in. This effort enhances communication and fosters a small-town feeling, which allows the City to better assist each business with questions, concerns, the direction of resources, opportunities, and overall engagement.

Revive Los Alamitos

Earlier this year, the City launched this program intended for small businesses, brick-and-mortar storefronts, and commercial establishments to invest in their property to improve their facades or other areas needing repair. The method used to incentivize this opportunity was by providing a 50/50 matching grant of up to \$15,000 for improvements. Specific criteria must be followed for listed projects, but the Economic Development Division oversees this program.

Parklet Series

The Parklet Series consists of consecutive weeks dedicated to activating Pine Street with planned activities, events, and social engagement as a vision of what the future may hold for a future downtown. In connection with the City's Strategic Plan for a Town Center Mixed-Use, Pine Street is the epicenter of a vibrant location for residents, businesses, and families to enjoy.

The Hourly Rate Schedule has been updated to include the Part-Time Economic Development Assistant.

FISCAL IMPACT

This part-time position, which is 25–28 hours per week and funded out of the Economic Development Division, does not intend to present the City with increased pension costs.

- Attachment:
1. Resolution No. 2024-24 - Part Time Economic Development Assistant
 2. Exhibit A - Part Time Economic Development Assistant Job Description
 3. Hourly Rate Schedule

RESOLUTION NO. 2024-24

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ADOPTING A JOB
DESCRIPTION FOR PART-TIME ECONOMIC
DEVELOPMENT ASSISTANT**

WHEREAS, the City desires to recruit and retain a Part-Time Economic Development Assistant to provide direct support in the expansion of the City's economic development-related programs and initiatives.

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 recital is true and correct.

SECTION 2. The City Council approves the job description for Part-Time Economic Development Assistant (Exhibit A).

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

PASSED, APPROVED, AND ADOPTED this 24th day of June, 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, CMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24th day of June, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS
Job Description

ECONOMIC DEVELOPMENT ASSISTANT
PART-TIME

THE POSITION

Under the direction of the Development Services Director and Development Services Manager, the Economic Development Assistant will assist the Economic Development Division. They will play a pivotal role in supporting local businesses, working directly with business owners, attracting new businesses, and fostering sustainable growth. The Economic Development Assistant will need to display strong interpersonal skills, passion for working internally and externally in a team environment, and creatively working through challenges.

ESSENTIAL JOB FUNCTIONS

Under the direction of the Development Services Director and Development Services Manager, the Economic Development Assistant duties may include but are not limited to the following:

- Participates in the implementation of economic development strategies and programs designed to secure the retention and expansion of the City's commercial, retail and industrial base.
- Establishes and maintains communication and cooperation with a wide variety of business organizations, individual businesses, and community partners.
- Creates marketing and promotional activities for businesses and local stakeholders through the use of technology, social media, and software.
- Assists with developing, writing, editing and producing promotional materials to create public awareness of Economic Development programs.
- Performs technical analysis and interpretation of economic development trends.
- Assists with collection of data; compiles report and presentation information in connection with economic development program delivery.
- Assists in the development and implementation of economic development policies.
- Represents Economic Development Division as assigned, to facilitate cooperation among departments, including working special events to assist with the promotion of economic development initiatives and programming.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of contemporary marketing practices including social media, website, and online tools.
- Understanding of standard office administration practices, procedures, policies, and appropriate use of equipment and software.
- Ability to plan, coordinate, and represent promotional event planning.

- Ability to communicate clearly and concisely, both orally and in writing; sensitivity to public relations and customer service, ability to establish a cooperative working relationship with others while promoting the organization values of the City.
- Ability to utilize word processing, spreadsheet and database software applications.
- Ability to perform extensive and repetitive physical activity for business visits and special events where it will be expected to walk, stand, lift equipment up to 35 pounds.
- Performs other duties as assigned that support the overall objective of the position.

DESIRABLE EXPERIENCE AND TRAINING

- Completion of an Associate's Degree or higher in Public or Business Administration, Urban Planning, Finance, Real Estate, Recreation and Leisure or a related focus study from an accredited college.
- Must be available to work irregular hours consisting of evenings, weekends, and holidays for City events. Advanced notice will be provided.
- Highly Desirable: minimum of two (2) years of administrative experience in a municipal setting or related field in analyzing data, marketing, business development, real estate development, and general business administration; or any combination of training and experience which provides the necessary knowledge, ability, and skill needed for the position.
- Valid California Driver's License

**CITY OF LOS ALAMITOS
HOURLY RATE SCHEDULE
Effective June 24, 2024**

Attachment 1

CLASS CODE	CLASSIFICATION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E
905	Recreation Leader	16.00	16.80	17.64	18.52	19.45
921	Senior Recreation Leader	16.50	17.33	18.19	19.10	20.06
931	Recreation Specialist	17.33	18.20	19.11	20.06	21.06
955	Community Services Coordinator	19.95	20.95	21.99	23.09	24.25
910	Lifeguard	16.57	17.40	18.27	19.18	20.14
925	Water Safety Instructor I	17.57	18.45	19.37	20.34	21.36
935	Senior Lifeguard/Water Safety Instructor II	18.45	19.37	20.34	21.36	22.43
920	Police Aid/Cadet	16.00	16.80	17.64	18.52	19.45
945	Police Investigator	16.00	16.80	17.64	18.52	19.45
946	Police Reserve	16.00	16.80	17.64	18.52	19.45
965	Police Recruit	22.00				
970	Photo Enforcement Officer	28.79	30.23	31.74	33.33	35.00
983	Emergency Services Coordinator	32.92	34.57	36.29	38.11	40.00
940	Account Clerk	16.00	16.80	17.64	18.52	19.45
941	Administrative Intern	16.00	16.80	17.64	18.52	19.45
944	Clerical Assistant	18.25	19.16	20.12	21.13	22.18
947	Receptionist	16.00	16.80	17.64	18.52	19.00
954	Administrative Analyst	38.20	40.11	42.12	44.22	46.44
960	Maintenance Worker	19.30	20.27	21.28	22.34	23.46
948	Department Secretary	22.83	23.97	25.17	26.43	27.76
951	Deputy City Clerk	27.72	29.11	30.56	32.09	33.69
971	Code Enforcement Officer	23.83	25.02	26.27	27.59	27.76
978	Senior Code Enforcement Officer	30.42	31.94	33.54	35.21	35.44
981	Special Projects Coordinator	38.20	40.11	42.12	44.22	46.44
982	Fiscal Sustainability Manager	47.44	52.18	56.92	61.03	66.40
984	Economic Development Assistant	27.69	30.46	31.98	33.58	35.38

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 24, 2024

ITEM NUMBER: 110

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

Presented By: Kain Gallagher, Captain

Subject: Annual Military Equipment Report

SUMMARY

Assembly Bill 481 requires the Police Department to submit an Annual Military Equipment Report to City Council.

RECOMMENDATION

Receive and file the Annual Military Equipment Report per Assembly Bill No. 481.

BACKGROUND

On September 30, 2021, Assembly Bill 481 required law enforcement agencies to adopt a military equipment use policy, by ordinance, no later than May 1, 2022. The Police Department complied with AB 481 and adopted Ordinance No. 2022-04 approving Policy 707 – *Military Equipment*.

AB 481 also requires law enforcement agencies to submit to the City Council an annual military equipment report on the use of the equipment, any complaint(s) or concern(s) regarding the use of the equipment, results of any internal audits on the use of the equipment, the annual costs for the equipment, the quantity possessed by the agency, and the intention to purchase additional equipment in the following year. In addition, within 30 days of submitting and publicly releasing the report, a well-publicized and conveniently located community engagement meeting must be held to allow for public comments.

DISCUSSION

To maintain transparency and meet the reporting requirements of AB 481, the Los Alamitos Police Department has created the attached "MILITARY EQUIPMENT ANNUAL REPORT." This report details the reporting and findings of the requirements outlined in Government Code 7072(a).

Concurrently with the submission of this report to Council, the report will be made available to the public on the police department's website. The community will have the opportunity to ask questions or provide input regarding the report and the department's use of military equipment during a well-publicized and conveniently located community engagement meeting that will be held within 30 days of June 24, 2024.

Council is not being asked to approve this report or the City's existing military equipment policy

at this time. Council will be asked to provide approval of the Department's Military Equipment Use Policy at a later meeting, after the required community engagement meeting has been held.

FISCAL IMPACT

None.

Attachment: 1. 2023 Annual Report
 2. Ordinance 2022-04

LOS ALAMITOS POLICE DEPARTMENT



MILITARY EQUIPMENT ANNUAL REPORT

2023

Assembly Bill 481

<https://cityoflosalamitos.org>

(562) 431-2255

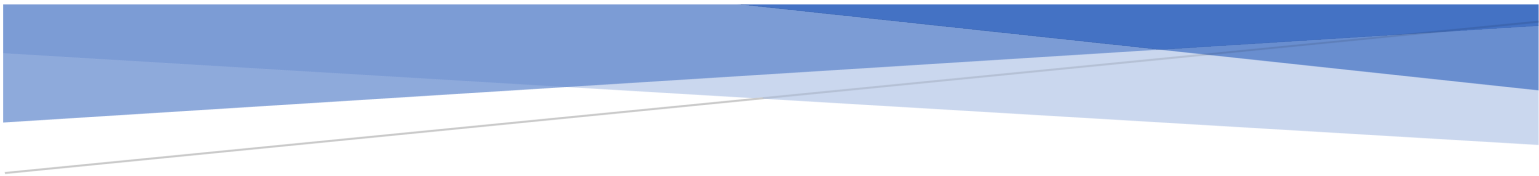
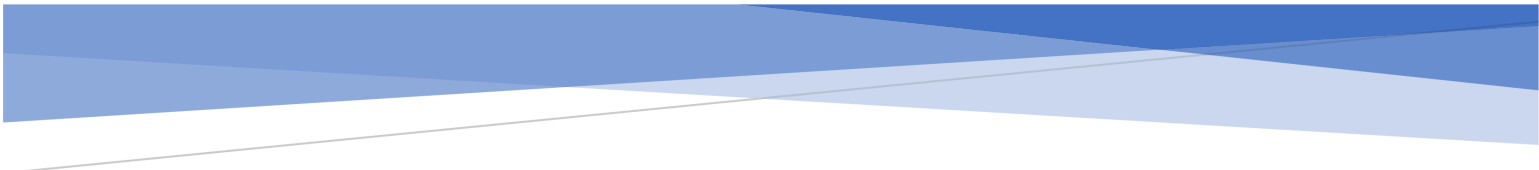


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HISTORY

On September 30, 2021, Assembly Bill 481 (“AB 481”) required law enforcement agencies to adopt a military equipment use policy by ordinance, in which the Legislature found and declared the following:

- (a) The acquisition of military equipment and its deployment in our communities adversely impacts the public’s safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.
- (b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency’s decision to fund, acquire, or use such equipment.
- (c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public’s welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.
- (d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public’s welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.
- (e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

To address these concerns, AB 481 requires every law enforcement agency to do the following:

- 1. Create a military use policy.
- 2. Obtain approval of that policy by each agency’s applicable governing body.
- 3. Publish that policy 30 days prior to the above required approval hearing.
- 4. Create an Annual Report of each agency’s military equipment use.
- 5. Hold a community engagement meeting within 30 days of submitting/publicly releasing the above Annual Report.

The Los Alamitos Police Department has fulfilled the above requirements by creating Policy 707 - *Military Equipment*, publishing this policy on the city website no less than 30 days prior to an approval hearing, holding a well-publicized community engagement meeting, and obtaining approval from the City Council.

OVERVIEW

Per Government Code 7072(a), the Annual Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the Annual Military Equipment Report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Los Alamitos Police Department has identified the following assets available to our officers defined as military equipment:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include items to remove a lock, such as bolt cutters or a handheld ram designed to be operated by one person.
- Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Penal Codes § 30510 and § 30515, with the exception of standard-issue service weapons and ammunition of less than .50 caliber.
- "Flashbang" grenades and explosive breaching tools.
- Munitions containing tear gas or OC, and pepperballs, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- 40mm projectile launchers, "bean bag," rubber bullet and specialty impact munition (SIM) weapons.

MILITARY EQUIPMENT USAGE SUMMARY

09/20/23: Los Alamitos officers requested the assistance of the Seal Beach PD drone team to help with the search for an armed robbery suspect in our City. The suspect was eventually located and safely taken into custody.

Apart from the drone deployment listed above, the Los Alamitos Police Department did not deploy or use any other listed Military Equipment. The following consumables (munitions or chemical agents) were used for training during this reporting period:

Drag Stabilized 12-Gauge Beanbag Round: 25

Winchester .223 Remington 55gr Rifle Round: 4,200

The Los Alamitos Police Department participates on the West County Special Weapons and Tactics Team (SWAT), which includes the cities of Los Alamitos, Cypress, Seal Beach, Fountain Valley, and Westminster. The public may refer to these agencies' military equipment annual reports for military equipment deployments in these cities.

SUMMARY OF COMPLAINTS REGARDING MILITARY EQUIPMENT

There were no complaints regarding military equipment usage in 2022-2023.

SUMMARY AND RESPONSES TO MILITARY EQUIPMENT POLICY VIOLATIONS

There were no policy violations regarding military equipment usage in 2023.

ANTICIPATED ACQUISITION OF ADDITIONAL MILITARY EQUIPMENT

The Los Alamitos Police Department intends to purchase one (1) Armored Tactical Rescue & Response Vehicle in 2024. Our governing body has approved the acquisition of this vehicle, and the purchase will be primarily offset by grant funding. Although this purchase will take place in the 2024 calendar year, the vehicle is not expected to be completed and delivered until 2025.

FISCAL IMPACT

The fiscal impact of military equipment used and/or purchased for this reporting period is as follows:

1. Rifle purchases: \$19,422.00
2. Consumables: \$1,927.80

MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department deemed to be military and militaristic as defined by this policy:

Equipment	Quantity
REMINGTON 870 LESS LETHAL SHOTGUN	10
DRAG STABILIZED 12-GAUGE BEANBAG ROUND	150
COLT AR-15 223 16"	10
AERO PRECISION AR-15, 223 11.5"	25
WINCHESTER.223 REMINGTON 55GR RIFLE ROUND	10,500
WINCHESTER.223 REMINGTON 55GR FRANGIBLE RIFLE ROUND	1,900
WINCHESTER 5.56 MM 55GR FULL METAL JACKET RIFLE ROUND	400
FUSION RIFLE.223 REMINGTON 62 GRAIN RIFLE ROUND	400
HORNADY 308 WIN 168GR ELD MATCH RIFLE ROUND	180

The following constitutes an inventory of equipment known to be owned and/or utilized by law enforcement units with which the Los Alamitos Police Department collaborates and/or participates for law enforcement purposes.

Equipment	Quantity
LENCO BEARCAT G2	1
MOBILE COMMAND POST VEHICLE (MCP)	1
COMBINED TACTICAL SYSTEMS (CTS), MODEL 7290 FLASH-BANG	1
DEFENSE TECHNOLOGY, NO. 15 STINGER GRENADE	14
DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM CS ROUND	4
DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM OC ROUND	5
DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE	5
DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE	1
DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER	1
DEFENSE TECHNOLOGY 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND	9
KINETIC BREACHING TOOL (KBT) MODEL 3-1000	1
GENASYS LONG-RANGE ACOUSTIC DEVICE (LRAD) MODEL 500X	1
TRANSCEND Vantage Patrol Robot	1
DJI INSPIRE 2	1
DJI MAVIC 2 ENTERPRISE DUAL	2
DJI FPV	1

GOVERNMENT CODE 7072

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

LOS ALAMITOS PD POLICY 707 (MILITARY EQUIPMENT)

(Policy on Next Page)

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, reporting requirements, and use of military equipment (California Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481, enacting the foregoing Code sections. These obligations include, but are not limited, to seeking approval for the use and acquisition of specific items deemed to be military equipment, and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment –

California Government Code § 7070 defines "military equipment" as including:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).

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- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

707.2 POLICY

It is the policy of the Los Alamitos Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is the policy of the Los Alamitos Police Department that there shall be legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the Administrative Services Captain to be the military equipment coordinator. The responsibilities of the military equipment coordinator include, but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Los Alamitos Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

- (a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

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- (b) Reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Military equipment shall only be used by a Department employee after the employee has received the training specified herein, and any course required by the Commission on Peace Officer Standards and Training (POST) has been successfully completed, unless exigent circumstances arise.

707.5 MILITARY EQUIPMENT REPORTING CONSIDERATIONS

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of this policy, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year, for each type of military equipment in the Department's inventory.

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.
- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Within 30 days of submitting and publicly releasing an annual military equipment report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and Los Alamitos Police Department's funding, acquisition, or use of military equipment. This shall occur as a part of the Department's presentation to the City Council.

707.6 CATALOGING OF MILITARY EQUIPMENT

All military equipment kept and maintained by the Los Alamitos Police Department shall be cataloged in a way which addresses each of the following requirements:

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- (a) The manufacturer's description for each type of equipment.
- (b) The capabilities of each type of equipment.
- (c) The purposes and authorized uses for which the Department proposes for each type of equipment.
- (d) The expected lifespan of each type of equipment.
- (e) The fiscal impact of each type of equipment, both initially and for ongoing maintenance.
- (f) The quantity of each type of equipment, whether maintained or sought.

707.7 COMPLIANCE

The Military Equipment Coordinator will ensure that all Department members comply with this policy and will conduct an annual audit. The Chief of Police or designee will be notified of any policy violations and, as appropriate, the violation(s) will be referred for investigation, which will be handled in accordance with Policy 1020 (Personnel Complaints). All instances of non-compliance will be reported to City Council via the annual military equipment report.

Any member of the public can register a question or concern regarding military use equipment by contacting the Los Alamitos Police Department via email at the email address listed on the Department's website. A response to any question or concern regarding this policy or any military equipment owned used by the Department shall be completed and a response provided by the Department in a timely manner, which in no event should exceed thirty (30) days.

Any member of the public can submit a complaint to any member of the Department and in any form (i.e., in person, telephone, email, etc.). Once the complaint is received, it shall be routed for investigation in accordance with Policy 1020.

707.8 FUNDING

The Department shall obtain City Council approval, by an ordinance adopting a new or revised military equipment use policy, prior to seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

The Department has authority to apply for funding prior to obtaining City Council approval in the case of exigent circumstances. In such case, the Department shall obtain City Council approval as soon thereafter as practicable. In seeking such approval, the Military Equipment Coordinator will submit to the City Council a report explaining the nature of the exigency and why prior approval could not be obtained.

707.9 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department deemed to be military and militaristic as defined by this policy:

1. PROJECTILE LAUNCH PLATFORMS AND THEIR ASSOCIATED MUNITIONS:

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REMINGTON 870 LESS LETHAL SHOTGUN

Description: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat, which is a principle of de-escalation.

Quantity: 10

Purchase Price: \$550 each

DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange buttstock and foregrip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Drag Stabilized Model is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized Model is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Quantity: 150

Purchase Price: \$5 each

Purpose: To limit the escalation of conflict and decrease the need for use of potentially lethal force when feasible.

Authorized Use: Situations for the use of the less lethal weapon systems may include, but are not limited to:

- (a) Self-destructive, dangerous and/or combative individuals.
- (b) Riot/crowd control and civil unrest incidents.
- (c) Circumstances where a tactical advantage can be obtained.
- (d) Potentially vicious animals.
- (e) Training exercises or approved demonstrations.

Expected Life Span: Remington 870 Less Lethal Shotgun- 25 years, Drag Stabilized 12-Gauge beanbag round - no listed expiration date.

Fiscal Impact: Annual maintenance is approximately \$50 for each shotgun.

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Training: All officers must first be trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit. SWAT operators who utilize these munitions must have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.

Legal and Procedural Rules: Use is established under Policy 308.9. It is the policy of the Los Alamitos Police Department to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including laws regarding the use of force.

2. RIFLES:

Description: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Current Inventory:

COLT AR-15 223 16"

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle. Caliber 223, 16-inch barrel.

Quantity: 10

Purchase Price: \$846.56 per firearm

AERO PRECISION AR-15, 223 11.5"

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle. Caliber 223, 11.5-inch barrel.

Quantity: 25

Purchase Price: \$20,176.27

Purpose: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Use: Only members that are POST certified are authorized to use a rifle.

Expected Life Span: No expiration date.

Fiscal Impact: Annual maintenance is approximately \$50 for each rifle.

Training: Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification annually.

Legal and Procedural Rules: Use is established under Policy 306.3.3. It is the policy of the Los Alamitos Police Department to utilize rifles only for official law enforcement purposes and pursuant to State and Federal laws regarding the use of force.

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3. Rifle Ammunition:

Description: Ammunition specifically designed for use in Department rifles.

WINCHESTER.223 REMINGTON 55GR RIFLE ROUND

Description: 223 Remington/5.56 NATO caliber, 55 grain bullet weight, brass cartridge case material.

Quantity: 10,500

Purchase Price: \$802.74 (price per 1000)

WINCHESTER.223 REMINGTON 55GR FRANGIBLE RIFLE ROUND

Description: .223 Remington caliber, Frangible, 55 grain bullet weight, brass cartridge case material.

Quantity: 1,900

Purchase Price: \$668.05 (price per 1000)

WINCHESTER 5.56 MM 55GR FULL METAL JACKET RIFLE ROUND

Description: 5.56 MM caliber, Full Metal Jacket (FMJ), 55 grain bullet weight, brass cartridge case material.

Quantity: 400

Purchase Price: \$392.21 (price per 1,000)

FUSION RIFLE.223 REMINGTON 62 GRAIN RIFLE ROUND

Description: .223 Remington/5.56 NATO caliber, 62 grain bullet weight, Copper jacket, electro-chemically bonded to the core.

Quantity: 400

Purchase Price: \$632.25 (price per 500)

HORNADY 308 WIN 168GR ELD MATCH RIFLE ROUND

Description: 308 Winchester caliber, 168 grain bullet weight, ELD match grade.

Quantity: 180

Purchase Price: \$520.00 (price per 500)

Purpose: To be used in Department rifles to address lethal threats to the community and Department personnel with greater accuracy, enhancing community safety.

Authorized Use: Only members POST certified in the use of the rifle are authorized to utilize rifle ammunition.

Expected Lifespan: The ammunition listed above does not have an expiration date.

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Fiscal Impact: The Department budgets approximately \$9,000 annually for ordering rifle ammunition.

Training: Prior to deploying a rifle, members must complete a POST-certified course in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification according to department policy.

Legal and Procedural Rules: The Department will only utilize firearms and its ammunition in accordance with State law, Federal law, and Department policy.

707.10 MILITARY SWAT EQUIPMENT INVENTORY

The Los Alamitos Police Department participates in the West County Special Weapons and Tactics (SWAT) team, a regional SWAT and Crisis Negotiation Team (CNT) with Officers from the cities of Los Alamitos, Seal Beach, Cypress, Fountain Valley, and Westminster.

The following constitutes an inventory of equipment known to be owned and/or utilized by law enforcement units with which the Los Alamitos Police Department collaborates and/or participates for law enforcement purposes, which are deemed to be military and militaristic as defined by this policy. The equipment in this section is primarily used by the members of the West County SWAT Team.

1. ARMORED VEHICLES

Description: Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

Current Inventory:

LENCO BEARCAT G2

Description: Armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor, VIN FDAF5HT2BEC98082.

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Expected Lifespan: 25 years.

Fiscal Impact: Annual maintenance cost of approximately \$10,000.

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Training: All driver/operators must first attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Other Notes: The bearcat was obtained through the UASI group procurement process in 2012. The vehicle is currently stored at Westminster Police Department and used by the West County SWAT during training and SWAT operations for the region.

2. MOBILE COMMAND POST VEHICLE (MCP)

Description: A vehicle used mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.

Current Inventory:

FREIGHTLINER M2 106 VEHICLE

Description: The MCP can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

Quantity: 1

Purchase Price: Refer to Cypress Police Department policy

Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.

Authorized Use: Only officers trained in their deployment and operations in a manner consistent with Department policy and training are authorized to operate the MCP. Furthermore, only officers who have completed the California State Class B Commercial driving school and become properly licensed will be allowed to drive the MCP. Situations which the MCP is authorized for use would include but not be limited to critical incidents, emergencies, and natural disasters.

Expected Lifespan: The MCP, 20-year lifespan on chassis and vehicle structure. Upgrades needed in 7 years to maintain IT systems.

Fiscal Impact: Annual maintenance cost is approximately \$1,000. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

Training: The driver/operator must first receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing and possess a Class B driver's license.

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Legal and Procedural Rules: It is the policy of the Department to use the MCP only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

Other Notes: After the City of Anaheim UASI group completed the procurement process and the vehicle was built, the City of Cypress took delivery of the MCP on April 19, 2007. The City of Cypress entered into an agreement with the cities of Los Alamitos and Seal Beach to accept, house, utilize and cost-share repairs and routine maintenance for the regional MCP vehicle. The vehicle is currently housed inside a City of Seal Beach fire station (OCFA station #48) and is utilized by all three cities for special events that include DUI checkpoints, public relations presentations, and emergency incidents. The vehicle is also the primary command and control platform for West County S.W.A.T. during training and S.W.A.T. operations for the region. The vehicle is staffed with a team of City employees and designated volunteers from all three cities including the West Cities Police Dispatch Communications Center. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

3. LIGHT SOUND DIVERSIONARY DEVICES (LSDD)

Description: A device used to distract dangerous persons.

Current Inventory:

COMBINED TACTICAL SYSTEMS (CTS), MODEL 7290 FLASH BANG

Description: This is the standard diversionary flash-bang device. It is non-bursting, non-fragmenting single use device that produces a 175db and 6-8 million candela of light output. It is ideal for distracting potentially dangerous suspects during assaults, hostage rescue, building/room entry or other high-risk arrest situations.

Quantity: 1

Purchase Price: \$45 each

DEFENSE TECHNOLOGY, NO. 15 STINGER GRENADE

Description: This is a hand-held, hand-thrown grenade and has an initial 1 second delayed fuse. Once the fuse is discharge at a low speed, the main charge detonates to produce a loud sound and bright flash of light, and the distribution of approximately 180 rubber pellets of .32 caliber size are expelled from the grenade, and the pellets can travel up to 50 ft. from the point of detonation.

Quantity: 14

Purchase Price: \$36 each

Purpose: A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric

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overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used:

- (a) By officers who have been trained in their proper use.
- (b) In hostage and barricaded subject situations.
- (c) In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
- (d) During other high-risk situations where their use would enhance officer safety.
- (e) During training exercises.

Expected Lifespan: Until used.

Fiscal Impact: No annual maintenance.

Training: Prior to use, officers must attend diversionary device training that is conducted by POST certified instructors.

Legal and Procedural Rules: Use is established under the Department's Use of Force Policy. It is the policy of the Los Alamitos Police Department to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Other Notes: This equipment is owned and operated by West County SWAT through the Cypress Police Department, which could result in its deployment and/or use in the City of Los Alamitos.

4. CHEMICAL AGENT AND SMOKE CANISTERS

Description: Canisters that contain chemical agents that are released when deployed.

Current Inventory:

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM CS ROUND

Description: The Direct Impact 40MM CS munition is a point-of-aim, point-of-impact direct-fire round. The munition can be used to incapacitate a single subject or control a crowd. The munition is loaded with CS powder and is combined with lightweight, high-speed crushable foam projectile for maximizing the potential for incapacitation. Part Number 6322.

Quantity: 4

Purchase Price: \$26.50 each

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM OC ROUND

Description: The 40MM Direct Impact OC munition is a point-of-aim, point-of-impact direct-fire round. The munition is loaded OC powder and is combined with a lightweight,

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high-speed projectile consisting of a plastic body and crushable foam nose. Part Number 6320.

Quantity: 5

Purchase Price: 26.50 each

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver 20 grams of agent during its 20-30 seconds burn time. The device is not launchable. Part Number 1032.

Quantity: 5

Purchase Price: \$34.94 each

DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Description: The Spede-Heat CS Grenade is a high volume, continuous burn munition. It expels a CS payload of 81.2 grams in approximately 20-40 seconds. The CS is discharged through four gas ports on top of the canister, three gas ports on the side, and one gas port on the bottom. The device is launchable. Part Number 1072.

Quantity: 1

Purchase Price: \$28.30 each

DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Description: The Triple-Chaser separating CS consists of three separate canisters pressed together with separating charges between each section (canister). When deployed, this grenade will separate into three (3) distinct sub-munitions, spaced approximately 20ft. apart. This allows increased area coverage in a short period of time, from one deployment. Terrain and surface conditions can affect the distance of the separating sub-munitions. The device is specifically designed for outdoor use in crowd control situations. The separating function and relatively quick burn time minimizes the potential of a "throwback" from hostile or combative subjects. The munition is launchable. Part Number 1026.

Quantity: 1

Purchase Price: \$44.89 each

DEFENSE TECHNOLOGY 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized

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utilizing barrel rifling of the 40MM launcher. It is non-burning and designed to penetrate barriers. It is primarily used to dislodge barricaded subjects and can also be used for area denial. It is used by tactical teams to penetrate barriers such as windows, hollow core doors, wallboard (drywall), and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside of a structure or vehicle. The active CS agent is 7.6 grams and instantaneously discharges on impact. Part Number 2292.

Quantity: 9

Purchase Price: \$20.91 each

DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. The active CS agent is 27.6 grams and instantaneously discharges on impact. Part Number 2262.

Quantity: 9

Purchase Price: \$21.53 each

Purpose: To limit the escalation of conflict decrease the need for use of potentially lethal force when feasible. Situations for use of the less lethal weapon systems may include, but are not limited to:

- (a) Self-destructive, dangerous and/or combative individuals.
- (b) Riot/crowd control and civil unrest incidents.
- (c) Circumstances where a tactical advantage can be obtained.
- (d) Potentially vicious animals.
- (e) Training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Expected Lifespan: 5 years from manufacturing date.

Fiscal Impact: No annual maintenance.

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Legal and Procedural Rules: Use is established under the Los Alamitos Police Use of Force Policy. It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Other Notes: This equipment is owned and operated by Seal Beach Police Department and used by the West County SWAT during training and SWAT operations for the region.

5. EXPLOSIVE BREACHING TOOLS

Description: Tools that are used to conduct an explosive breach.

Current Inventory:

KINETIC BREACHING TOOL (KBT) MODEL 3-1000

Description: The KBT is a powder actuated kinetic energy forced entry tool. It utilizes a crimped blank explosive charge which drives a captive steel impact plate directed at the breach point. The impact plate extends forward out of the clamshell shroud and impacts against the target with a high level of kinetic energy to defeat the entry point or fortification. The impact plate automatically retracts and is reset in the breaching device. The KBT uses semi-automatic cycling, allowing repeated strikes on hardened or multiple targets. The KBT's intended use is for forced entry during high-risk operations with secure entry points and is designed to be operated by a single officer/tactical team member. The KBT weighs 28 lbs. dimensions are 35in. x 9.9in. x 9.3in. and has an audible report of 115dB. The KBT utilizes a proprietary blank cartridge to deliver up to 850ft. lbs. of kinetic energy through the steel ram. There is no projectile or explosive energy that leaves the device except for the force of the ram, which is permanently captured in the breaching device.

Quantity: 1

Purchase Price: \$10,494.38 each

Purpose: To safely gain entry into a structure.

Authorized Use: Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

Expected Lifespan: Kinetic Breaching Tool (KBT) - 30 years. Blank cartridges – 5 years (preferably rotate rounds within 1 year).

Fiscal Impact: No annual maintenance.

Training: All officers who use explosive breaching tools shall first attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations.

Legal and Procedural Rules: It is the policy of the Los Alamitos Beach Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

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Other Notes: This equipment is owned and operated by Seal Beach Police Department and used by the West County SWAT during training and SWAT operations for the region.

6. LONG RANGE ACOUSTIC DEVICE (LRAD)

Description: A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Current Inventory:

GENASYS LONG-RANGE ACOUSTIC DEVICE (LRAD) MODEL 500X

Description: The Genasys Long-Range Acoustic Device (LRAD) is a public address system optimized to the primary range of hearing. The LRAD system can deliver a live or recorded voice message with clarity for any operational scenario. LRAD's advanced driver and waveguide technology ensures every broadcast is clearly heard and understood, even above crowd, engine, and background noise. The LRAD 500X is compact, lightweight, and designed for applications ranging from fixed security installations to vehicles and vessels. The 500X is easily mounted and transportable to provide law enforcement long-range communication and safe, scalable non-kinetic escalation of force. The audible range of the LRAD 500X can reach up to 6,561 ft. American Technology Corp. Serial Number: 05984 UASI ASUA/DHS Number 11-00456.

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Expected Lifespan: 25 years with proper maintenance

Fiscal Impact: No annual maintenance.

Training: Only officers trained in the use of the LRAD are authorized to set up and operate the device.

Legal and Procedural Rules: It is the policy of the Los Alamitos Police Department to utilize the Long-Range Acoustic Device (LRAD) only for official law enforcement purposes, and pursuant to State and Federal Law.

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Other Notes: This equipment is owned and operated by West County SWAT through the Westminster Police Department, which could result in its deployment and/or use in the City of Los Alamitos.

7. ROBOTS

Description: A remotely controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

Current Inventory:

TRANSCEND Vantage Patrol Robot

Description: Transcend's Vantage robot is the world's only double-patented automatic stair and obstacle climbing robot for First Responders. It's the only option for First Responders that want their robot to "just figure it out" on the first attempt to climb stairs, clothes, and junk without the burden of tedious manual controls associated with flippers and other limb systems. This means the Vantage can be used without prior training to enter a house or building to see, hear and learn what's happening before sending officers inside. Cameras: Drive Camera (Night Vision), Pan Tilt Zoom (25x zoom, 90/15 degree up/down tilt, auto infrared night vision), FLIR Thermal. 3 hours constant driving, 12 hours monitoring / intermittent driving. 100+ lb. payload, zero degree turning radius, two-way audio (push to talk), key ignition, easy battery swapping (robot and controller).

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate the robot(s) identified above. Use is established by the Bomb Squad Commander or Incident Commander.

Expected Lifespan: 8 to 10 years.

Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$500.

Training: All robot operators must first complete the FBI's 6-week hazardous device school prior to operating the robot(s) identified above.

Legal and Procedural Rules: It is the policy of the Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Other Notes: This equipment is owned and operated by West County SWAT through the Westminster Police Department, which could result in its deployment and/or use in the City of Seal Beach.

8. UNMANNED AIRCRAFT SYSTEM (UAS)

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Description: A UAS is an unmanned aircraft and the equipment necessary for the safe and efficient operation of the aircraft. An unmanned aircraft is a component of a UAS. It is defined by statute as an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

Current Inventory:

DJI INSPIRE 2

Description: UAS with a single-color camera, weighs approx. 7.5 pounds and has video recording capabilities, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: \$5,299 each

DJI MAVIC 2 ENTERPRISE DUAL

Description: UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: \$5,500 each

DJI FPV

Description: UAS that has a color camera. Capable of video recording and weighs 295 grams, approx. 20 minutes of flight time.

Quantity: 1

Purchase Price: \$1,300 each

Purpose: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- (a) major collision investigations
- (b) search for missing persons
- (c) natural disaster management
- (d) crime scene photography
- (e) SWAT, tactical or other public safety and life preservation missions
- (f) In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

Expected Life Span: All UAS equipment, 3-5 years.

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Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$2,000.

Training Required: All Department UAS operators must be licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 40-hour Department training and ongoing quarterly training.

Legal and Procedural Rules: Use is established under Policy 606, FAA Regulation 14 CFR Part 107, and the City of Seal Beach UAS policy. It is the policy of the Seal Beach Police Department to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

707.11 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.12 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department shall comply with their respective military equipment use policies in rendering mutual aid.

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707.13 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

707.14 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

ORDINANCE NO. 2022-04

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS, CALIFORNIA,
ADOPTING AND APPROVING LOS ALAMITOS POLICE
DEPARTMENT POLICY 709, MILITARY EQUIPMENT
USE POLICY, IN COMPLIANCE WITH CALIFORNIA
ASSEMBLY BILL NO. 481 (AB 481)**

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

SECTION 1. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. AB 481 also requires that in seeking the approval of the governing body, a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency’s internet website at least 30 days prior to any public meeting concerning the military equipment at issue. The term “military equipment” is defined in California Government Code section 7070. Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

SECTION 2. The Los Alamitos Police Department Military Equipment Use Policy is attached as Exhibit “A” (the “Policy”). The Policy was published on the City of Los Alamitos internet website for not less than 30 days commencing on May 20, 2022. The proposed Ordinance and Policy were presented to City Council at a duly noticed public hearing held on July 18, 2022, at which time public comment was submitted on the proposed Ordinance and Policy.

SECTION 3. The Policy complies with the requirements of California Government Code section 7070, subdivision (d).

SECTION 4. Based on the findings above, in addition to information provided to the City Council at the public hearing and in the Staff Report, the City Council determines as follows:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The Policy will safeguard the public’s welfare, safety, civil rights,

and civil liberties.

C. The military equipment identified in the Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

SECTION 5. Approval of the Policy. The City Council of the City of Los Alamitos approves and adopts Los Alamitos Police Department Policy 709, "Military Equipment Use Policy", attached hereto as Exhibit "A". In doing so, the City Council directs that:

A. Staff is authorized to request, seek funding for, acquire, collaborate with other jurisdictions about the deployment of, and use military equipment consistent with this Policy.

B. The Policy shall be maintained on the Police Department's website page.

C. Annually, the Police Department shall hold a well-publicized and conveniently located community engagement meeting regarding the Police Department's Policy and use of military equipment, pursuant to Cal. Government Code section 7072 (b).

D. Annually, the City Council shall review this Ordinance, the Policy and the annual military equipment report prepared by the Police Department pursuant to Cal. Government Code section 7072 and determine by resolution whether to continue the Ordinance and Policy or to modify such Policy or initiate the repeal of the Ordinance.

E. Annually, the City Council shall determine, based on the annual military equipment report submitted pursuant to Cal. Government Code section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in this Ordinance.

SECTION 6. 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 7. 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 15th day of August, 2022.

DocuSigned by:

Shelley Hasselbrink

Shelley Hasselbrink, Mayor

ATTEST:

DocuSigned by:

Windmera Quintanar

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Michael S. Daudt

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of July, 2022 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on 15th day of August, 2022, by the following roll-call vote, to wit:

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

DocuSigned by:

Windmera Quintanar

Windmera Quintanar, MMC, City Clerk

Exhibit “A”

Los Alamitos Police Department Policy 709

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, reporting requirements, and use of military equipment (California Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481, enacting the foregoing Code sections. These obligations include, but are not limited, to seeking approval for the use and acquisition of specific items deemed to be military equipment, and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

709.1.1 DEFINITION OF MILITARY EQUIPMENT

California Government Code § 7070 defines “military equipment” as including:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

709.2 POLICY

It is the policy of the Los Alamitos Police Department that members of this Department shall comply with the provisions of Government Code § 7071, et seq., with respect to military

equipment. It is the policy of the Los Alamitos Police Department that there shall be legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the Administrative Services Captain to be the military equipment coordinator. The responsibilities of the military equipment coordinator include, but are not limited to:

- a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- b) Identifying equipment that qualifies as military equipment in the current possession of the Department, and/or military equipment the Department intends to acquire that requires approval by the City Council.
- c) Conducting an inventory of all Department military equipment at least annually.
- d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Los Alamitos Police Department (Government Code § 7071).
- e) Preparing for, scheduling, and coordinating the annual community engagement meeting, which includes:
 - a. Publicizing the details of the meeting.
 - b. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- g) Providing information on the Department website which details how members of the public can ask questions, raise concerns, or make comments regarding the military equipment policy, or any use of military equipment by members of the Department. The military equipment coordinator is required to respond to questions, comments, and/or concerns as specifically set forth in the Citizen Comments, Questions, and Concerns portion of this policy.
- h) Ensuring that any proposed and/or approved military equipment use policy is made available on the Department website for as long as the military equipment identified in the policy is available for use. (Government Code § 7071(d) (2))

709.4 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

- a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- b) Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Military equipment shall only be used by a Department employee after the employee has received the training specified herein, and any course required by the Commission on Peace Officer Standards and Training (POST) has been successfully completed, unless exigent circumstances arise.

709.5 MILITARY EQUIPMENT REPORTING CONSIDERATIONS

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of this policy, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year, for each type of military equipment in the Department's inventory.

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- a) A summary of how the military equipment was used and the purpose of its use.
- b) A summary of any complaints or concerns received concerning the military equipment.
- c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- e) The quantity possessed for each type of military equipment.
- f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Within 30 days of submitting and publicly releasing an annual military equipment report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and Los Alamitos Police Department's funding, acquisition, or use of military equipment. This shall occur as a part of the Department's presentation to the City Council.

709.6 CATALOGING OF MILITARY EQUIPMENT

All military equipment kept and maintained by the Los Alamitos Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description for each type of equipment.
2. The capabilities of each type of equipment.

3. The purposes and authorized uses for which the Department proposes for each type of equipment.
4. The expected lifespan of each type of equipment.
5. The fiscal impact of each type of equipment, both initially and for on-going maintenance.
6. The quantity of each type of equipment, whether maintained or sought.

709.7 COMPLIANCE

The Military Equipment Coordinator will ensure that all Department members comply with this policy and will conduct an annual audit. The Chief of Police or designee will be notified of any policy violations and, as appropriate, the violation(s) will be referred for investigation which will be handled in accordance with Policy 1020 (Personnel Complaints). All instances of non-compliance will be reported to City Council via the annual military equipment report.

Any member of the public can register a question or concern regarding military use equipment by contacting the Los Alamitos Police Department via email at the email address listed on the Department's website. A response to any question or concern regarding this policy or any military equipment owned used by the Department shall be completed and a response provided by the Department in a timely manner, which in no event should exceed thirty (30) days.

Any member of the public can submit a complaint to any member of the Department and in any form (i.e., in person, telephone, email, etc.). Once the complaint is received, it shall be routed for investigation in accordance with Policy 1020.

709.8 FUNDING

The Department shall obtain City Council approval, by an ordinance adopting a new or revised military equipment use policy, prior to seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

The Department has authority to apply for funding prior to obtaining City Council approval in the case of exigent circumstances. In such case, the Department shall obtain City Council approval as soon thereafter as practicable. In seeking such approval, the Military Equipment Coordinator will submit to the City Council a report explaining the nature of the exigency and why prior approval could not be obtained.

709.9 MILITARY EQUIPMENT INVENTORY

The following constitutes an inventory of equipment within the possession of or used by the Los Alamitos Police Department deemed to be military and militaristic as defined by this policy.

1. REMINGTON 870 LESS LETHAL SHOTGUN

Description: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat, which is a principle of de-escalation.

Quantity: 10

Purchase Price: \$550 each

DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange buttstock and foregrip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Drag Stabilized Model is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized Model is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Quantity: 150

Purchase Price: \$5 each

Purpose: To limit the escalation of conflict and decrease the need for use of potentially lethal force when feasible.

Authorized Use: Situations for the use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Expected Life Span: Remington 870 Less Lethal Shotgun- 25 years, Drag Stabilized 12-Gauge beanbag round - no listed expiration date.

Fiscal Impact: Annual maintenance is approximately \$50 for each shotgun.

Training: All officers must first be trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit. SWAT operators who utilize these munitions must have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.

Legal and Procedural Rules: Use is established under Policy 308.9. It is the policy of the Los Alamitos Police Department to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including laws regarding the use of force.

2. Rifles: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Current Inventory:

COLT AR-15 223 16"

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle.
Caliber 223, 16-inch barrel.

Quantity: 10

Purchase Price: \$846.56 per firearm

WINCHESTER .223 REMINGTON 55GR RIFLE ROUND

- Description: 223 Remington/5.56 NATO caliber, 55 grain bullet weight, brass cartridge case material.

Quantity: 4,200

Purchase Price: \$802.74 (price per 1000)

WINCHESTER .223 REMINGTON 55GR FRANGIBLE RIFLE ROUND

Description: .223 Remington caliber, Frangible, 55 grain bullet weight, brass cartridge case material.

Quantity: 1,900

Purchase Price: \$668.05 (price per 1000)

709.10 MILITARY SWAT EQUIPMENT INVENTORY

The Los Alamitos Police Department participates in the West County Special Weapons and Tactics (SWAT) team, a regional SWAT and Crisis Negotiation Team (CNT) with Officers from the cities of Los Alamitos, Seal Beach, Cypress, Fountain Valley, and Westminster.

The following constitutes an inventory of equipment known to be owned and/or utilized by law enforcement units with which the Los Alamitos Police Department collaborates and/or participates for law enforcement purposes, which are deemed to be military and militaristic as defined by this policy. The equipment in this section is primarily used by the members of the West County SWAT Team.

3. Armored Vehicles

Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

Current Inventory:

LENCO BEARCAT G2

Description: Armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor, VIN FDAF5HT2BEC98082.

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Expected Lifespan: 25 years.

Fiscal Impact: Annual maintenance cost of approximately \$10,000.

Training: All driver/operators must first attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Other Notes: The bearcat was obtained through the UASI group procurement process in 2012. The vehicle is currently stored at Westminster Police Department and used by the West County SWAT during training and SWAT operations for the region.

4. MOBILE COMMAND POST VEHICLE (MCP)

A vehicle used mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.

Current Inventory:

FREIGHTLINER M2 106 VEHICLE

Description: The MCP can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

Quantity: 1

Purchase Price: Refer to Cypress Police Department policy

Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.

Authorized Use: Only officers trained in their deployment and operations in a manner consistent with Department policy and training are authorized to operate the MCP. Furthermore, only officers who have completed the California State Class B Commercial driving school and become properly licensed will be allowed to drive the MCP. Situations which the MCP is authorized for use would include but not be limited to critical incidents, emergencies, and natural disasters.

Expected Lifespan: The MCP, 20-year lifespan on chassis and vehicle structure. Upgrades needed in 7 years to maintain IT systems.

Fiscal Impact: Annual maintenance cost is approximately \$1,000. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

Training: The driver/operator must first receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing and possess a Class B driver's license.

Legal and Procedural Rules: It is the policy of the Department to use the MCP only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

Other Notes: After the City of Anaheim UASI group completed the procurement process and the vehicle was built, the City of Cypress took delivery of the MCP on April 19, 2007. The City of Cypress entered into an agreement with the cities of Los Alamitos and Seal Beach to accept, house, utilize and cost-share repairs and routine maintenance for the regional MCP vehicle. The vehicle is currently housed inside a City of Seal Beach fire station (OCFA station #48) and is utilized by all three cities for special events that include DUI checkpoints, public relations presentations, and emergency incidents. The vehicle is also the primary command and control platform for West County S.W.A.T. during training and S.W.A.T. operations for the region. The vehicle is staffed with a team of City employees and designated volunteers from all three cities including the West Cities Police Dispatch Communications Center. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

5. Light Sound Diversionary Devices (LSDD)

A device used to distract dangerous persons.

Current Inventory:

COMBINED TACTICAL SYSTEMS (CTS), MODEL 7290 FLASH BANG

Description: This is the standard diversionary flash-bang device. It is non-bursting, non-fragmenting single use device that produces a 175db and 6-8 million candela of light output. It is ideal for distracting potentially dangerous suspects during assaults, hostage rescue, building/room entry or other high-risk arrest situations.

Quantity: 1

Purchase Price: \$45 each

DEFENSE TECHNOLOGY, NO. 15 STINGER GRENADE

Description: This is a hand-held, hand-thrown grenade and has an initial 1 second delayed fuse. Once the fuse is discharge at a low speed, the main charge detonates to produce a loud sound and bright flash of light, and the distribution of approximately 180 rubber pellets of .32 caliber size are expelled from the grenade, and the pellets can travel up to 50 ft. from the point of detonation.

Quantity: 14

Purchase Price: \$36 each

Purpose: A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used:

1. By officers who have been trained in their proper use.
2. In hostage and barricaded subject situations.
3. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
4. During other high-risk situations where their use would enhance officer safety.
5. During training exercises.

Expected Lifespan: Until used.

Fiscal Impact: No annual maintenance.

Training: Prior to use, officers must attend diversionary device training that is conducted by POST certified instructors.

Legal and Procedural Rules: Use is established under the Department's Use of Force Policy. It is the policy of the Los Alamitos Police Department to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Other Notes: This equipment is owned and operated by West County SWAT through the Cypress Police Department, which could result in its deployment and/or use in the City of Los Alamitos.

6. Chemical Agent and Smoke Canisters

Canisters that contain chemical agents that are released when deployed.

Current Inventory:

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM CS ROUND

Description: The Direct Impact 40MM CS munition is a point-of-aim, point-of-impact direct-fire round. The munition can be used to incapacitate a single subject or control a crowd. The munition is loaded with CS powder and is combined with lightweight, high-speed crushable foam projectile for maximizing the potential for incapacitation. Part Number 6322.

Quantity: 4

Purchase Price: \$26.50 each

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM OC ROUND

Description: The 40MM Direct Impact OC munition is a point-of-aim, point-of-impact direct-fire round. The munition is loaded OC powder and is combined with a lightweight, high-speed projectile consisting of a plastic body and crushable foam nose. Part Number 6320.

Quantity: 5

Purchase Price: 26.50 each

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver 20 grams of agent during its 20-30 seconds burn time. The device is not launchable. Part Number 1032.

Quantity: 5

Purchase Price: \$34.94 each

DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Description: The Spede-Heat CS Grenade is a high volume, continuous burn munition. It expels a CS payload of 81.2 grams in approximately 20-40 seconds. The CS is discharged through four gas ports on top of the canister, three gas ports on the side, and one gas port on the bottom. The device is launchable. Part Number 1072.

Quantity: 1

Purchase Price: \$28.30 each

DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Description: The Triple-Chaser separating CS consists of three separate canisters pressed together with separating charges between each section (canister). When deployed, this grenade will separate into three (3) distinct sub-munitions, spaced approximately 20ft. apart. This allows increased area coverage in a short period

of time, from one deployment. Terrain and surface conditions can affect the distance of the separating sub-munitions. The device is specifically designed for outdoor use in crowd control situations. The separating function and relatively quick burn time minimizes the potential of a “throwback” from hostile or combative subjects. The munition is launchable. Part Number 1026.

Quantity: 1

Purchase Price: \$44.89 each

DEFENSE TECHNOLOGY 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling of the 40MM launcher. It is non-burning and designed to penetrate barriers. It is primarily used to dislodge barricaded subjects and can also be used for area denial. It is used by tactical teams to penetrate barriers such as windows, hollow core doors, wallboard (drywall), and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside of a structure of vehicle. The active CS agent is 7.6 grams and instantaneously discharges on impact. Part Number 2292.

Quantity: 9

Purchase Price: \$20.91 each

DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. The active CS agent is 27.6 grams and instantaneously discharges on impact. Part Number 2262.

Quantity: 9

Purchase Price: \$21.53 each

Purpose: To limit the escalation of conflict decrease the need for use of potentially lethal force when feasible. Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Expected Lifespan: 5 years from manufacturing date.

Fiscal Impact: No annual maintenance.

Legal and Procedural Rules: Use is established under the Los Alamitos Police Use of Force Policy. It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Other Notes: This equipment is owned and operated by Seal Beach Police Department and used by the West County SWAT during training and SWAT operations for the region.

7. Explosive Breaching Tools

Tools that are used to conduct an explosive breach.

Current Inventory:

KINETIC BREACHING TOOL (KBT) MODEL 3-1000

Description: The KBT is a powder actuated kinetic energy forced entry tool. It utilizes a crimped blank explosive charge which drives a captive steel impact plate directed at the breach point. The impact plate extends forward out of the clamshell shroud and impacts against the target with a high level of kinetic energy to defeat the entry point or fortification. The impact plate automatically retracts and is reset in the breaching device. The KBT uses semi-automatic cycling, allowing repeated strikes on hardened or multiple targets. The KBT's intended use is for forced entry during high-risk operations with secure entry points and is designed to be operated by a single officer/tactical team member. The KBT

weighs 28 lbs. dimensions are 35in. x 9.9in. x 9.3in. and has an audible report of 115dB. The KBT utilizes a proprietary blank cartridge to deliver up to 850ft. lbs. of kinetic energy through the steel ram. There is no projectile or explosive energy that leaves the device except for the force of the ram, which is permanently captured in the breaching device.

Quantity: 1

Purchase Price: \$10,494.38 each

Purpose: To safely gain entry into a structure.

Authorized Use: Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

Expected Lifespan: Kinetic Breaching Tool (KBT) - 30 years. Blank cartridges – 5 years (preferably rotate rounds within 1 year).

Fiscal Impact: No annual maintenance.

Training: All officers who use explosive breaching tools shall first attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations.

Legal and Procedural Rules: It is the policy of the Los Alamitos Beach Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

Other Notes: This equipment is owned and operated by Seal Beach Police Department and used by the West County SWAT during training and SWAT operations for the region.

8. Long Range Acoustic Device (LRAD)

A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Current Inventory:

GENASYS LONG-RANGE ACOUSTIC DEVICE (LRAD) MODEL 500X

Description: The Genasys Long-Range Acoustic Device (LRAD) is a public address system optimized to the primary range of hearing. The LRAD system can deliver a live or recorded voice message with clarity for any operational scenario. LRAD's advanced driver and waveguide technology ensures every broadcast is clearly heard and understood, even above crowd, engine, and background noise.

The LRAD 500X is compact, lightweight, and designed for applications ranging from fixed security installations to vehicles and vessels. The 500X is easily mounted and transportable to provide law enforcement long-range communication and safe, scalable non-kinetic escalation of force. The audible range of the LRAD 500X can reach up to 6,561 ft. American Technology Corp. Serial Number: 05984 UASI ASAUA/DHS Number 11-00456.

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Expected Lifespan: 25 years with proper maintenance

Fiscal Impact: No annual maintenance.

Training: Only officers trained in the use of the LRAD are authorized to set up and operate the device.

Legal and Procedural Rules: It is the policy of the Los Alamitos Police Department to utilize the Long-Range Acoustic Device (LRAD) only for official law enforcement purposes, and pursuant to State and Federal Law.

Other Notes: This equipment is owned and operated by West County SWAT through the Westminster Police Department, which could result in its deployment and/or use in the City of Los Alamitos.

9. Robots

A remotely controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

Current Inventory:

TRANSCEND VANTAGE PATROL ROBOT

Description: Transcend's Vantage robot is the world's only double-patented automatic stair and obstacle climbing robot for First Responders. It's the only

option for First Responders that want their robot to “just figure it out” on the first attempt to climb stairs, clothes, and junk without the burden of tedious manual controls associated with flippers and other limb systems. This means the Vantage can be used without prior training to enter a house or building to see, hear and learn what’s happening before sending officers inside. Cameras: Drive Camera (Night Vision), Pan Tilt Zoom (25x zoom, 90/15 degree up/down tilt, auto infrared night vision), FLIR Thermal. 3 hours constant driving, 12 hours monitoring / intermittent driving. 100+ lb. payload, zero degree turning radius, two-way audio (push to talk), key ignition, easy battery swapping (robot and controller).

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate the robot(s) identified above. Use is established by the Bomb Squad Commander or Incident Commander.

Expected Lifespan: 8 to 10 years.

Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$500.

Training: All robot operators must first complete the FBI’s 6-week hazardous device school prior to operating the robot(s) identified above.

Legal and Procedural Rules: It is the policy of the Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Other Notes: This equipment is owned and operated by West County SWAT through the Westminster Police Department, which could result in its deployment and/or use in the City of Seal Beach.

10. Unmanned Aircraft System (UAS)

A UAS is an unmanned aircraft and the equipment necessary for the safe and efficient operation of the aircraft. An unmanned aircraft is a component of a UAS. It is defined by statute as an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

Current Inventory:

DJI INSPIRE 2

Description: UAS with a single-color camera, weighs approx. 7.5 pounds and has video recording capabilities, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: \$5,299 each

DJI MAVIC 2 ENTERPRISE DUAL

Description: UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: \$5,500 each

DJI FPV

Description: UAS that has a color camera. Capable of video recording and weighs 295 grams, approx. 20 minutes of flight time.

Quantity: 1

Purchase Price: \$1,300 each

Purpose: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- a. major collision investigations
- b. search for missing persons
- c. natural disaster management
- d. crime scene photography
- e. SWAT, tactical or other public safety and life preservation missions
- f. In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

Expected Life Span: All UAS equipment, 3-5 years.

Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$2,000.

Training Required: All Department UAS operators must be licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 40-hour Department training and ongoing quarterly training.

Legal and Procedural Rules: Use is established under FAA Regulation 14 CFR Part 107. It is the policy of the Los Alamitos Police Department to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

709.11 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.
- f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- g) Acquiring military equipment through any means not provided above.

709.12 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department shall comply with their respective military equipment use policies in rendering mutual aid.

709.13 MAINTENANCE OF MILITARY EQUIPMENT SUPPLY LEVELS

When stocks of military equipment ammunition have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without further City Council approval to maintain essential availability for the Department's needs. The Los Alamitos Police Department is authorized to acquire additional stock of items listed here from other law enforcement agencies or California Office of Emergency Services (Cal OES) in the event of an emergency when approved by the Chief of Police or designee.