

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

CITY COUNCIL AGENDA
ADJOURNED REGULAR MEETING

Monday, April 28, 2025 – 6:00 PM

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Council Member Loe will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Nefulda will give the Invocation.

5. PRESENTATIONS

- A. **Oath of Office for Los Alamitos Police Officer Joshua McCloud**
- B. **Presentation of Certificates to Orange County Fire Authority - Station 2 Crew in Recognition of a Residential Fire Rescue in February 2025**
- C. **Presentation of a Certificate to Allison Ward, owner of Chartreuse, in Recognition on Being Featured in the Mayor's Business Spotlight**
- D. **Presentation of Certificates by the Police Department to the First Graduating Class of the Los Alamitos Citizen Academy**
- E. **Presentation by Blake Perez, Public Affairs Manager of So Cal Gas who will Provide an Introduction to City Council**
- F. **Presentation by Calina North, Public Outreach Section Manager of Orange County Transportation Authority, Regarding the Upcoming Street Improvement Project**

6. ORAL COMMUNICATIONS

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

7. 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.

8. UPDATES FROM THE CITY STAFF

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

9. WARRANTS

A. WARRANTS (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from March 1, 2025, to March 31, 2025.

Recommendation:

Ratify the Warrants from March 1, 2025, to March 31, 2025, for \$3,953,479.25.

Roll Call

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

10. **CONSENT CALENDAR**

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

A. Approval of Minutes (Administration)

Approve the City Council Special minutes of February 18, 2025, and the Adjourned Regular Minutes of March 24, 2025.

B. Resolution No. 2025-14 - Extending a 5-year Franchise Renewal to Crimson California Pipeline L.P. (Administration)

Consideration of Resolution No. 2025-14, granting a 5-year franchise extension to Crimson California Pipeline L.P.

Recommendation:

Adopt Resolution No. 2025-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A FIVE (5) YEAR EXTENSION TO THE TERM OF THE CRIMSON CALIFORNIA PIPELINE, L.P., FRANCHISE TO LAY AND USE PIPELINES FOR THE TRANSPORTATION OF OIL AND OIL PRODUCTS IN, UNDER, ALONG, AND ACROSS PUBLIC STREETS."

C. Resolution No. 2025-15 - Setting Public Hearing for Grant of Franchise to Golden State Water (Administration)

Resolution No. 2025-15 will declare the City Council's intention to conduct a public hearing on May 19, 2025, to consider the grant of a franchise to Golden State Water (GSW) for the purpose of laying and using pipes, etc., to provide water service to the City.

Recommendation:

Adopt Resolution No. 2025-15, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING THE CITY COUNCIL'S INTENTION TO GRANT TO GOLDEN STATE WATER COMPANY, A CALIFORNIA CORPORATION, A FRANCHISE FOR THE RIGHT TO USE OR TO LAY AND USE PIPES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING WATER IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES WITHIN THE CITY OF LOS ALAMITOS"

D. Resolution No. 2025-12 - FY 2023 Urban Areas Security Initiative (UASI) Grant Program Transfer Agreement with City of Santa Ana (Police)

The City of Santa Ana, in its capacity as a core City for the Anaheim/Santa Ana Urban Area, has applied for, received, and accepted a grant entitled "FY 2023 Urban Areas Security Initiative" Grant Program. This grant is from the Federal Department of Homeland Security, Federal Emergency Management Agency, through the State of California Office of Emergency Services. It is intended to enhance countywide emergency preparedness and to help the Operational Area prevent, respond to, and recover from acts of terrorism, as set forth in the grant guidelines and assurances that are incorporated into the Agreement by reference.

The Office of Grants and Training has awarded \$5,113,750 to the City of Anaheim for

use in the Anaheim/Santa Ana Urban Area, for the performance term of September 1, 2023, through March 31, 2026 (FY2023). In which, the grant period for sub-recipients (e.g., City of Los Alamitos) can be awarded through the period of August 14, 2024, to March 31, 2026. The funds are now available for distribution throughout the Operational Area, and the City of Los Alamitos, as a sub-recipient, is authorized to participate in the grant funding.

Recommendation:

1. Adopt Resolution 2025-12, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE FY2023 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM TRANSFER AGREEMENT BETWEEN THE CITY OF SANTA ANA AND THE CITY OF LOS ALAMITOS"; and

2. Approve the FY 2023 Urban Areas Security Initiative Transfer Agreement between the City of Santa Ana and the City of Los Alamitos.

E. Second Amendment to the West Cities Communications Center Joint Powers Authority Agreement. (Administration)

Consideration of Second Amendment to the West Cities Communications Center Joint Powers Authority Agreement.

Recommendation:

Authorize the Mayor to execute the Second Amendment to the West Cities Communications Center Joint Powers Authority Agreement.

F. Request for Proposals (RFP No. 2025-10) for the Citywide On-Demand EV Transportation Services (Development Services)

This item authorizes the solicitation of proposals to provide the Citywide On-Demand Electric Vehicle (EV) Transportation Services (RFP No. 2025-10).

Recommendation:

1. Approve the Request for Proposals (RFP No. 2025-10) for the Citywide On-Demand EV Transportation Services; and,

2. Authorize Staff to advertise and solicit proposals.

G. Award of Bid to WGJ Enterprises, Inc., dba PCI for the Katella Avenue Striping Improvements Project (CIP 24/25-07) (Development Services)

This item recommends the City Council award the construction bid for the Katella Avenue Striping Improvements Project (CIP 24/25-07) from East of the 605 Freeway Northbound On Ramp to the eastern Los Alamitos/Cypress boundary to WGJ Enterprises Inc., dba PCI in the amount of \$98,373.00.

Recommendation:

1. Award a contract to WGJ Enterprises Inc., dba PCI for the construction of the Katella Avenue Striping Improvements Project (CIP 24/25-07) in the amount of \$98,373.00; and,

2. Authorize the Mayor to execute the contract with WGJ Enterprises Inc., dba PCI for the Katella Avenue Striping Improvements Project (CIP 24/25-07); and,

3. Authorize the City Manager or his designee to approve and execute change orders in an amount not to exceed the contingency reserve of 25% or \$24,593.00 for a total project cost of \$122,966.00.

H. Award of bid to Landscape Structures, Inc. for Soroptimist Park Play Equipment Purchase (CIP 24-25-08) (Development Services)

This item approves the purchase of playground equipment as part of the Soroptimist Park Renovation Project. Under Section 2.60.110 of the Los Alamitos Municipal Code (LAMC), the City's purchasing ordinance allows purchasing through Sourcewell cooperative purchasing. Through this process the City is able to purchase the playground equipment directly from the manufacturer, Landscape Structures Inc., at a discounted price of \$86,218.05.

Recommendation:

1. Review the proposed park design concept and playground equipment; and,

2. Authorize the City Manager to execute a cooperative purchasing agreement with Landscape Structures, Inc. for the Soroptimist Park playground equipment in the amount of \$86,218.05.

I. Notice of Completion (NOC) for Stern's Park Rehabilitation Project (CIP 23/24-04) (Development Services)

This item recommends the City Council accept the Stern's Park Rehabilitation Project (CIP 23/24-04) as complete.

Recommendation:

1. Accept the completion of construction by Western State Builders, Inc. for the Stern's Park Rehabilitation Project (CIP 23/24-04); and,

2. Authorize the City Clerk to record the Notice of Completion/Final Report with the Orange County Recorder's Office; and,

3. Authorize Staff to release the 5% retention to the contractor, to Western State Builders, Inc., in the amount of \$57,167.29, up to thirty-five (35) days after recording of the Notice of Completion.

J. Notice of Completion (NOC) for Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue and Coyote Creek Trail (CIP 23/24-06) (Development Services)

This item recommends the City Council accept the Los Alamitos Boulevard Signing and Striping Improvements Project, between Katella Avenue and Coyote Creek Trail, as complete.

Recommendation:

1. Accept the completion of construction by WGJ Enterprises Inc., dba PCI, for the

Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue and Coyote Creek Trail (CIP No. 23/24-06); and

2. Authorize the City Clerk to record the Notice of Completion/Final Report with the Orange County Recorder's Office; and,

3. Authorize staff to release the retention to the contractor in the amount of \$4,722.41, thirty-five (35) days after recordation of the Notice of Completion.

K. Notice of Completion (NOC) for Signing and Striping Improvements on Lexington Drive Between Katella and Farquhar Avenue (CIP 23/24-09) (Development Services)

This item recommends the City Council accept the Signing and Striping Improvements on Lexington Drive, Between Katella Avenue and Farquhar Avenue (CIP 23/24-09) Project, as complete.

Recommendation:

1. Accept the completion of construction by Cat Tracking, Inc. for the Signing and Striping Improvements on Lexington Drive, between Katella Avenue and Farquhar Avenue (CIP 23/24-09); and,

2. Authorize City Clerk to record the Notice of Completion/Final Report with the Orange County Recorder's Office; and

3. Authorize staff to release the retention to Cat Tracking, Inc. in the amount of \$1,122.50, thirty-five (35) days after the recording of the Notice of Completion.

11. DISCUSSION ITEM

A. Resolution No. 2025-13 - Personnel Related Changes for Non-Represented Employees (Administration)

This report outlines and seeks consideration to approve personnel changes that will add two new job descriptions for Non-Represented Employees and create a new Economic Development Department.

Recommendation:

Adopt Resolution No. 2025-13, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING JOB DESCRIPTIONS FOR ECONOMIC DEVELOPMENT DIRECTOR AND ECONOMIC DEVELOPMENT MANAGER AND UPDATING THE EXECUTIVE MANAGEMENT AND NON-REPRESENTED EMPLOYEES SALARY SCHEDULE"

B. Los Alamitos Boulevard and Cerritos Avenue Intersection Improvements (Development Services)

This item provides information on different options to improve the traffic conditions at the intersection of Los Alamitos Boulevard and Cerritos Avenue.

Recommendation:

1. Discuss the proposed options; and,
2. Provide direction to staff; and,

C. Draft Annual Operating Budget for Fiscal Year 2025-26 and Fiscal Year 2026-27 (Finance)

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

Recommendation:

Review, receive, and file the department overviews for Administration (City Manager, City Clerk, Human Resources, Finance, Police, Development Services, and Recreation and Community Services for Fiscal Year 2025-26 and Fiscal Year 2026-27.

12. PUBLIC HEARING

A. AB 2561 Reporting Vacancies, Recruitment and Retention Efforts and Administrative Regulations Policy (Administration)

This report is made in compliance with Assembly Bill 2561/Government Code Section 3502.3 regarding vacancies and recruitment and retention efforts.

Recommendation:

Staff recommends that the City Council: (1) receive and file a presentation on the status of City workforce vacancies and recruitment and retention efforts for the previous year; and (2) adopt Administrative Regulations Policy No. 4.20, which establishes the framework and requirements for reporting on workforce vacancies and recruitment and retention efforts in compliance with Assembly Bill 2561.

13. 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.

14. ADJOURNMENT

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



Windmera Quintanar, MMC, City Clerk
Dated: April 25, 2025

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 9A

To: Mayor Shelley Hasselbrink & 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 March 1, 2025, to March 31, 2025.

RECOMMENDATION

Ratify the Warrants from March 1, 2025, to March 31, 2025, for \$3,953,479.25.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

The total of \$3,953,479.25 represents checks and electronic funds transfers from March 1, 2025, to March 31, 2025.

Attachment: 1. Council Report 04.28.2025

CITY OF LOS ALAMITOS
A/P Warrants
April 28, 2025

To Ratify

Pages:

1-19	\$	3,016,783.47	Warrants	03/01/2025-03/31/2025
20	\$	9,792.64	Medical Retirees	03/01/2025
21	\$	267,281.88	Payroll	03/14/2025
22	\$	244,192.64	Benefits & Withholdings	03/14/2025
23	\$	270,667.97	Payroll	03/28/2025
24	\$	144,760.65	Benefits & Withholdings	03/28/2025
Grand Total		<u>\$ 3,953,479.25</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from March 1, 2025 to March 31, 2025, 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 3th day of April, 2025

WARRANTS 03/2025

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	PD VEHICLE RADIO EQUIPMENT	GARAGE FUND	GARAGE	1,825.00
			TOTAL:	1,825.00
ADLERHORST INTERNATIONAL LLC	K9 BREAKER BAR	GENERAL FUND	K-9 Unit	37.71
	K9 TRAINING	GENERAL FUND	K-9 Unit	550.00
			TOTAL:	587.71
ADMINSURE	WORKERS COMP ADMIN 11/24	SELF INSURANCE TRU	INSURANCE	531.82
	WORKERS COMP ADMIN 01/25	SELF INSURANCE TRU	INSURANCE	531.94
			TOTAL:	1,063.76
ADVANTAGE COLORGRAPHICS	SP25 CITY NEWS BROCHURE	GENERAL FUND	ADMINISTRATION	1,077.59
	SP25 REC BROCHURE	GENERAL FUND	RECREATION ADMINISTRAT	7,543.06
			TOTAL:	8,620.65
AGILE OCCUPATIONAL MEDICINE PC	PRE EMPLOYMENT PHYSICAL (1)	GENERAL FUND	NON-DEPARTMENTAL	190.94
	PRE EMPLOYMENT PHYSICAL (1)	GENERAL FUND	NON-DEPARTMENTAL	1,265.00
	PRE EMPLOYMENT PHYSICAL (1)	GENERAL FUND	NON-DEPARTMENTAL	180.00
			TOTAL:	1,635.94
ALL CITY MANAGEMENT SERVICES	CROSS GUARDS 02/02-02/15/25	GENERAL FUND	TRAFFIC	6,773.76
	CROSS GUARDS 02/16-03/01/25	GENERAL FUND	TRAFFIC	4,096.01
			TOTAL:	10,869.77
ANDERSON ELECTRICAL & LIGHTING SERVICE	PD GATE CONTROLLER MAINT	GENERAL FUND	BUILDING MAINTENANCE	976.00
	CANOPY WIRING REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	206.00
	CANOPY INSTALLATION MAINT	GENERAL FUND	BUILDING MAINTENANCE	1,850.00
			TOTAL:	3,032.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL SVCS 01/25	GENERAL FUND	PARK MAINTENANCE	490.00
	GOPHER CTRL SVCS 02/25	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	980.00
ARROYO BACKGROUND INVESTIGATIO	LICEA BACKGROUND	GENERAL FUND	NON-DEPARTMENTAL	1,000.00
	PAZ BACKGROUND	GENERAL FUND	NON-DEPARTMENTAL	1,000.00
			TOTAL:	2,000.00
BARBARA BANNERMAN	YOGA 01/21/25	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA 01/25/25	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA 01/28/25	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA 02/04/25	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 02/08/25	GENERAL FUND	SPECIAL CLASSES	19.50
			TOTAL:	68.25
BASE HILL INC	JANITORIAL SVCS 01/25	GENERAL FUND	BUILDING MAINTENANCE	5,809.99
			TOTAL:	5,809.99
BORDIN SEMMER, LLP	THOMAS PERRAULT VS CITY #2	SELF INSURANCE TRU	INSURANCE	492.24
			TOTAL:	492.24
BRYCE HAINES	CPR CLASS 02/08/25	GENERAL FUND	SPECIAL CLASSES	58.50
	CPR CLASS 03/01/25	GENERAL FUND	SPECIAL CLASSES	26.00
			TOTAL:	84.50

WARRANTS 03/2025

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS 01/25	GENERAL FUND	PATROL	867.30
	BLOOD DRAWS 02/25	GENERAL FUND	PATROL	520.38
			TOTAL:	1,387.68
CALIRICA LLC	CONSULTING SVCS 01/25	GENERAL FUND	ADMINISTRATION	2,000.00
	CONSULTING SVCS 02/25	GENERAL FUND	ADMINISTRATION	2,000.00
			TOTAL:	4,000.00
CALPERS	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	ADMINISTRATION	15,512.33
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	ADMINISTRATION	15,512.33
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	FINANCE	5,544.71
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	FINANCE	5,544.71
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	POLICE ADMINISTRATION	24,951.61
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	POLICE ADMINISTRATION	24,951.61
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	PATROL	62,343.16
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	PATROL	62,343.16
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	INVESTIGATION	17,987.69
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	INVESTIGATION	17,987.69
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	RECORDS	2,517.03
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	RECORDS	2,517.03
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	YOUTH SERVICES	3,078.69
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	YOUTH SERVICES	3,078.69
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	TRAFFIC	3,165.08
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	TRAFFIC	3,165.08
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	K-9 Unit	3,121.26
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	K-9 Unit	3,121.26
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	14,836.00
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,356.79
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	14,836.00
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,356.79
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	NEIGHBORHOOD PRESERVAT	869.93
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	NEIGHBORHOOD PRESERVAT	869.93
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	STREET MAINTENANCE	6,316.54
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	STREET MAINTENANCE	6,316.54
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	ECONOMIC DEVELOPMENT	1,099.68
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	ECONOMIC DEVELOPMENT	1,099.68
	PERS UAL PYMT 8 FY 24/25	GENERAL FUND	RECREATION ADMINISTRAT	17,678.75
	PERS UAL PYMT 9 FY 24/25	GENERAL FUND	RECREATION ADMINISTRAT	17,678.75
			TOTAL:	362,758.50
CANON FINANCIAL SERVICES, INC.	PRINTER USAGE 01/25	GENERAL FUND	RECREATION ADMINISTRAT	415.50
			TOTAL:	415.50
CARRI FOX	LINE DANCE 01/22/25	GENERAL FUND	SPECIAL CLASSES	37.80
	LINE DANCE 01/29/25	GENERAL FUND	SPECIAL CLASSES	46.20
	LINE DANCE 02/05/25	GENERAL FUND	SPECIAL CLASSES	29.40
			TOTAL:	113.40
CHALLENGER SPORTS CORP	TINY TYKES CLASS 01/12-03/	GENERAL FUND	SPECIAL CLASSES	364.00
	TINY TYKES CLASS 01/12-03/	GENERAL FUND	SPECIAL CLASSES	273.00
			TOTAL:	637.00
CHARLES ABBOTT ASSOCIATES, INC.	WQMP INSPECTIONS 10/24	GENERAL FUND	NON-DEPARTMENTAL	155.00

WARRANTS 03/2025

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BLDG & SAFETY 02/25	GENERAL FUND	BUILDING INSPECTION	36,502.55
	NPDES & WQMP SVCS 10/24	GENERAL FUND	NPDES	6,086.25
	NPDES & WQMP SVCS 01/25	GENERAL FUND	NPDES	3,441.25
			TOTAL:	46,185.05
CHESTER SIMMONS	TRAVEL REIMBURSEMENT	GENERAL FUND	ADMINISTRATION	823.76
			TOTAL:	823.76
CITY GREEN CONSULTING LLC	ED CONSULT SVCS 12/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,406.25
	ED CONSULT SVCS 01/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,062.50
			TOTAL:	6,468.75
CITY OF LONG BEACH	Q1 ANIMAL CTRL SVCS	GENERAL FUND	NON-DEPARTMENTAL	41,631.68
			TOTAL:	41,631.68
CLINICAL COUNSELING WITH TSELANE	HEALING HEARTS 02/14/25	GENERAL FUND	SPECIAL CLASSES	13.65
			TOTAL:	13.65
COAST RECREATION	COTTONWOOD EQUIPMENT MAINT	GENERAL FUND	PARK MAINTENANCE	2,391.30
			TOTAL:	2,391.30
COLE PRO MEDIA CORP	MEDIA CONSULT SVCS 03/25	GENERAL FUND	ADMINISTRATION	3,000.00
			TOTAL:	3,000.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
			TOTAL:	461.52
COP WARE, INC.	LEGAL SOFTWARE LICENSE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	705.00
			TOTAL:	705.00
COSTAR REALTY INFORMATION, INC.	REAL ESTATE DATA 01/25	GENERAL FUND	ADMINISTRATION	1,661.56
			TOTAL:	1,661.56
COUNTY OF ORANGE TREASURER-TAX	PKG/EQUIP VIOLATIONS 12/24	GENERAL FUND	NON-DEPARTMENTAL	2,849.00
	PKG/EQUIP VIOLATIONS 01/25	GENERAL FUND	NON-DEPARTMENTAL	2,839.50
	OCATS 01/25	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	AFIS 01/25	GENERAL FUND	COMMUNICATIONS TECHNOL	363.00
	OCATS 02/25	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OCATS 02/25	GENERAL FUND	COMMUNICATIONS TECHNOL	363.00
	RADIO PRGMMING 10/24	GARAGE FUND	GARAGE	610.20
			TOTAL:	9,571.36
DANIEL C GACAD	SHOTOKAN YOUTH 01/07-02/25	GENERAL FUND	SPECIAL CLASSES	165.10
	SHOTOKAN ADULT 01/07-02/25	GENERAL FUND	SPECIAL CLASSES	42.25
			TOTAL:	207.35
DANIELS TIRE SERVICE	TRAILER TIRE SVCS 02/24/25	GARAGE FUND	GARAGE	1,269.09
			TOTAL:	1,269.09
DATA TICKET, INC.	CITATION PROCESSING 01/25	GENERAL FUND	TRAFFIC	1,274.09
			TOTAL:	1,274.09

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DIANA C. PEREZ	LEARN & GROW 01/15-02/12/2	GENERAL FUND	SPECIAL CLASSES	334.75
	SHAPING ABC'S 01/15-02/12/	GENERAL FUND	SPECIAL CLASSES	484.25
			TOTAL:	819.00
DUTHIE ELECTRIC SERVICE CORPORATION	GENERATOR SVCS 11/24	GENERAL FUND	BUILDING MAINTENANCE	1,027.95
	GENERATOR SVCS 01/25	GENERAL FUND	BUILDING MAINTENANCE	1,027.95
			TOTAL:	2,055.90
ECOFERT, INC.	FERTIGATION SVCS 02/25	GENERAL FUND	PARK MAINTENANCE	921.00
	FERTIGATION SVCS 10/24	GENERAL FUND	PARK MAINTENANCE	921.00
			TOTAL:	1,842.00
ECS IMAGING, INC.	CLOUD FORMS PORTAL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,800.00
			TOTAL:	1,800.00
EDDIE YOUNG ILLUSTRATION & DESIGN	SENIOR ENTERTAINMENT	GENERAL FUND	NON-DEPARTMENTAL	100.00
			TOTAL:	100.00
ELEANOR GRANFLOR	TRAVEL REIMBURSEMENT	GENERAL FUND	ADMINISTRATION	246.42
			TOTAL:	246.42
ELITE MAINTENANCE & TREE SERVICE	LANDSCAPE SVCS 02/25	GENERAL FUND	STREET MAINTENANCE	10,916.53
			TOTAL:	10,916.53
ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES 03/2	GARAGE FUND	GARAGE	19,086.95
			TOTAL:	19,086.95
EVENT NEWS ENTERPRISE	ARBOR DAY	GENERAL FUND	COMMUNITY DEVEL ADMIN	354.38
	NITES ON PINE	GENERAL FUND	COMMUNITY DEVEL ADMIN	500.00
	NITES OF PINE	GENERAL FUND	COMMUNITY DEVEL ADMIN	500.00
	NITES ON PINE	GENERAL FUND	COMMUNITY DEVEL ADMIN	500.00
	GOOD EVENING LOS AL	GENERAL FUND	COMMUNITY DEVEL ADMIN	468.79
	LAMPSON PROJECT	GENERAL FUND	PLANNING	786.68
	LAMPSON PROJECT	GENERAL FUND	PLANNING	502.68
	NEIGHBORHOOD SIGN SURVEY	GENERAL FUND	PLANNING	450.00
	NEIGHBORHOOD SIGN SURVEY	GENERAL FUND	PLANNING	453.80
			TOTAL:	4,516.33
EWLES MATERIALS	CONCRETE DUMP MAINT 02/25	GENERAL FUND	STREET MAINTENANCE	250.00
			TOTAL:	250.00
FERGUSON ENTERPRISES LLC	DRINKING FOUNTAIN MAINT	GENERAL FUND	PARK MAINTENANCE	44.36

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	44.36
FIREWORKS & STAGE FX AMERICA, INC.	3RD OF JULY FIREWORK 50%	GENERAL FUND	NON-DEPARTMENTAL	16,750.00
			TOTAL:	16,750.00
FRONTIER COMMUNICATIONS	JAIL ALARM 03/25	GENERAL FUND	COMMUNICATIONS TECHNOL	110.09
			TOTAL:	110.09
GALLS LLC	CPT SWAT UNIFORM	GENERAL FUND	POLICE ADMINISTRATION	174.59
	SWAT PANTS	GENERAL FUND	POLICE ADMINISTRATION	83.35
	SWAT UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	71.66
	CPT UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	105.04
	CHIEF UNIFORM	GENERAL FUND	POLICE ADMINISTRATION	148.84
	CPT UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	133.73
	UNIFORM ACCESSORIES	GENERAL FUND	POLICE ADMINISTRATION	104.54
	UNIFORM ACCESSORIES	GENERAL FUND	POLICE ADMINISTRATION	104.61
	HONOR GUARD UNIFORM	GENERAL FUND	PATROL	537.41
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	704.91
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	623.08
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	43.61
	HONOR GUARD UNIFORMS	GENERAL FUND	PATROL	156.73
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	68.80
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	23.26
	MCLEOD BF VEST	GENERAL FUND	PATROL	911.01
	HONOR GUARD UNIFORM	GENERAL FUND	PATROL	305.59
	HONOR GUARD UNIFORMS	GENERAL FUND	PATROL	113.91
	HONOR GUARD UNIFORMS	GENERAL FUND	PATROL	81.66
	OLVER BF VEST	GENERAL FUND	PATROL	911.01
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	532.51
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	147.85
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	71.20
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	731.85
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	121.21
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	129.30
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	220.29
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	278.66
	VASQUEZ BF VEST	GENERAL FUND	PATROL	911.01
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	34.93
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	11.01
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	906.02
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	137.81
	PD RECRUIT UNIFORMS	GENERAL FUND	PATROL	386.25
	RECORDS UNIFORMS	GENERAL FUND	RECORDS	106.13
	RECORDS UNIFORMS	GENERAL FUND	RECORDS	186.68
	RECORDS UNIFORMS	GENERAL FUND	RECORDS	70.17
	RECORDS UNIFORMS	GENERAL FUND	RECORDS	70.17
	RECORDS UNIFORMS	GENERAL FUND	RECORDS	79.38
	RECORDS UNIFORMS	GENERAL FUND	RECORDS	18.17
	PD AIDE UNIFORMS	GENERAL FUND	RECORDS	163.11
	PD AIDE UNIFORMS	GENERAL FUND	RECORDS	262.34
	PD AIDE UNIFORMS	GENERAL FUND	RECORDS	43.14
	PD AIDE UNIFORMS	GENERAL FUND	TRAFFIC	7.25
	PD AIDE UNIFORMS	GENERAL FUND	TRAFFIC	60.46
	ABEND UNIFORMS	GENERAL FUND	TRAFFIC	198.45
			TOTAL:	11,292.69

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GANAHL LUMBER COMPANY	PW UNIFORMS 01/30/25	GENERAL FUND	STREET MAINTENANCE	174.08
	PW SUPPLIES 01/30/25	GENERAL FUND	STREET MAINTENANCE	41.09
	PPE PW UNIFORMS 02/03/25	GENERAL FUND	STREET MAINTENANCE	59.98
	PW SUPPLIES 02/03/25	GENERAL FUND	STREET MAINTENANCE	103.50
	PW SUPPLIES 02/11/25	GENERAL FUND	STREET MAINTENANCE	78.57
	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	35.29
	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	4.43
	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	2.79
	PARK MAINT SUPPLIES 02/25	GENERAL FUND	PARK MAINTENANCE	30.99
	CREEK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	546.98
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	167.88
TOTAL:				1,245.58
GENERAL CODE, LLC	LAMC SUPPLEMENT 02/28/25	GENERAL FUND	ADMINISTRATION	1,044.00
	TOTAL:			1,044.00
GEORGE HILLS COMPANY, INC.	LIABILITY SVC FEE 02/25	SELF INSURANCE TRU	INSURANCE	1,458.33
	LIABILITY SVC FEE 03/25	SELF INSURANCE TRU	INSURANCE	1,458.34
	TOTAL:			2,916.67
GEROFUSION LLC	SENIOR SVCS CONSULTING	GENERAL FUND	RECREATION ADMINISTRAT	35,000.00
	TOTAL:			35,000.00
GM FINANCIAL	CM VEHICLE LEASE PYMT 13	GARAGE FUND	GARAGE	1,858.68
	CM VEHICLE LEASE PYMT 14	GARAGE FUND	GARAGE	1,858.68
	TOTAL:			3,717.36
GOGOV, INC.	PW CITIZEN MGMT SYSTEM	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,980.00
	CE CITIZEN MGMT SYSTEM	GENERAL FUND	NEIGHBORHOOD PRESERVAT	4,980.00
	TOTAL:			9,960.00
GOLDEN STATE WATER COMPANY	WATER BILL 01/25-02/25	GENERAL FUND	STREET MAINTENANCE	3,851.53
	WATER BILL 02/25	GENERAL FUND	STREET MAINTENANCE	8,632.02
	WATER BILL 01/25-02/25	GENERAL FUND	PARK MAINTENANCE	632.89
	WATER BILL 02/25	GENERAL FUND	PARK MAINTENANCE	6,616.42
	WATER BILL 01/25-02/25	GENERAL FUND	BUILDING MAINTENANCE	2,179.69
	WATER BILL 02/25	GENERAL FUND	BUILDING MAINTENANCE	2,179.69
	TOTAL:			24,092.24
GRABER MANUFACTURING INC	COMM CTR BIKE RACKS	GENERAL FUND	BUILDING MAINTENANCE	5,870.03
	TOTAL:			5,870.03
GRIFFIN STRUCTURES INC	PRGM MGMT SVCS 01/25	GENERAL FUND	CAPITAL PROJECTS	12,625.00
	TOTAL:			12,625.00
HARDY & HARPER	CIP 23/24-03 PR #1 RETENT	GENERAL FUND	NON-DEPARTMENTAL	52,666.11-
	CIP 23/24-03 PR #1 RETENT	GENERAL FUND	NON-DEPARTMENTAL	17,626.50-
	CIP 23/24-03 PR #2 ST IMP	GENERAL FUND	CAPITAL PROJECTS	392,470.00
	CIP 23/24-03 PR #2 ST IMP	GENERAL FUND	CAPITAL PROJECTS	2,652.20
	CIP 23/24-03 PR #1 ST IMP	GENERAL FUND	CAPITAL PROJECTS	352,530.00
	CIP 23/24-03 PR #2 ST IMP	GAS TAX	CAPITAL PROJECTS	658,200.00
	TOTAL:			1,335,559.59

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HIRSCH & ASSOCIATES, INC.	CIP 24/25-08 PB#4 SOROPIM	GENERAL FUND	CAPITAL PROJECTS	782.50
	CIP 23/24-04 STERNS 10/24	GENERAL FUND	CAPITAL PROJECTS	21,666.45
	CIP 23/24-04 STERNS 11/24	GENERAL FUND	CAPITAL PROJECTS	23,199.20
	CIP 23/24-04 STERNS 12/24	GENERAL FUND	CAPITAL PROJECTS	24,661.05
	CIP 23/24-04 STERNS 01/25	GENERAL FUND	CAPITAL PROJECTS	24,544.50
	CIP 23/24-04 STERNS 01/25	GENERAL FUND	CAPITAL PROJECTS	12,646.00
			TOTAL:	107,499.70
HOMECOURT EDGE BASKETBALL LLC	HCE DROP IN 01/19/25	GENERAL FUND	SPECIAL CLASSES	112.00
	HCE DROP IN 01/16/25	GENERAL FUND	SPECIAL CLASSES	96.00
	HCE DROP IN 01/21/25	GENERAL FUND	SPECIAL CLASSES	112.00
	HCE DROP IN 01/23/25	GENERAL FUND	SPECIAL CLASSES	64.00
	HCE DROP IN 01/26/25	GENERAL FUND	SPECIAL CLASSES	48.00
	HCE DROP IN 01/28/25	GENERAL FUND	SPECIAL CLASSES	96.00
	HCE DROP IN 01/30/25	GENERAL FUND	SPECIAL CLASSES	32.00
	HCE DROP IN 02/02/25	GENERAL FUND	SPECIAL CLASSES	96.00
	HCE DROP IN 02/04/25	GENERAL FUND	SPECIAL CLASSES	112.00
	HCE DROP IN 02/06/25	GENERAL FUND	SPECIAL CLASSES	48.00
	HCE SHOOTING STARS 02/06-0	GENERAL FUND	SPECIAL CLASSES	68.00
	HCE BALL HANDLE 02/04-02/2	GENERAL FUND	SPECIAL CLASSES	72.00
	HCE TRIPLE 02/02-02/27	GENERAL FUND	SPECIAL CLASSES	312.00
	HCE TRAVEL 02/04-02/27	GENERAL FUND	SPECIAL CLASSES	1,180.00
	HCE TRAVEL 02/04-02/27	GENERAL FUND	SPECIAL CLASSES	1,328.00
	HCE SHOOTING BALL 02/04-02	GENERAL FUND	SPECIAL CLASSES	640.00
	HCE TOTAL ATTACK 02/02-02/	GENERAL FUND	SPECIAL CLASSES	340.00
			TOTAL:	4,756.00
I LIKE VINYL	VINYL ON PD FLEET VEHICLE	GARAGE FUND	GARAGE	3,274.05
			TOTAL:	3,274.05
IEEE	WAREHOUSE LEASE 03/25	GENERAL FUND	NON-DEPARTMENTAL	535.39
	WAREHOUSE LEASE 03/25	GENERAL FUND	NON-DEPARTMENTAL	11,464.61
	WAREHOUSE LEASE 04/25	GENERAL FUND	NON-DEPARTMENTAL	582.96
	WAREHOUSE LEASE 04/25	GENERAL FUND	NON-DEPARTMENTAL	11,417.04
			TOTAL:	24,000.00
INCHARGE ENERGY INC	OAK MIDDLE SCHOOL FIELD L	GENERAL FUND	SPORTS	12,549.38
	OAK SCH FIELD PROJECT	GENERAL FUND	SPORTS	7,913.63
			TOTAL:	20,463.01
INTERCARE HOLDING INSURANCE SERVICES	ADMIN CLAIM FEES 02/25	SELF INSURANCE TRU	INSURANCE	1,211.50
	ADMIN CLAIM FEES 03/25	SELF INSURANCE TRU	INSURANCE	1,211.50
			TOTAL:	2,423.00
JACOB GREEN & ASSOCIATES INC	FINAL STRATEGIC PLAN 20%	GENERAL FUND	ECONOMIC DEVELOPMENT	8,400.00
			TOTAL:	8,400.00
JHM SUPPLY INC	LEWIS PARK FENCE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	647.95
	BACKFLOW MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	208.52
	IRRIGATION MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	23.50
			TOTAL:	879.97
JOHN LILLEGARD	CLAIM SETTLEMENT	SELF INSURANCE TRU	INSURANCE	700.00
			TOTAL:	700.00
JOINT FORCES TRAINING BASE	JFTB POOL RENTAL 02/25	GENERAL FUND	AQUATICS	5,000.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	JFTB POOL RENTAL 01/25	GENERAL FUND	AQUATICS	5,000.00
			TOTAL:	10,000.00
KIDZ TALENT ACADEMY	KIDDIE CHEER DANCE 02/05-0	GENERAL FUND	SPECIAL CLASSES	70.20
	KIDDIE GYM & TUMBLE 02/05-	GENERAL FUND	SPECIAL CLASSES	191.75
	GYMNASTICS 02/05-02/26	GENERAL FUND	SPECIAL CLASSES	188.50
	YOUTH BALLET JAZZ 02/03-02	GENERAL FUND	SPECIAL CLASSES	65.00
			TOTAL:	515.45
KN BUILDERS GROUP	PRESCHOOL BLDG PAINT MAIN	GENERAL FUND	BUILDING MAINTENANCE	7,400.00
			TOTAL:	7,400.00
KONICA MINOLTA	COPIER MAINT	GENERAL FUND	POLICE ADMINISTRATION	211.00
			TOTAL:	211.00
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	LEASE AGREEMENT 02/25	GENERAL FUND	POLICE ADMINISTRATION	249.99
			TOTAL:	249.99
KRONOS SASHR INC	PAYROLL SVC FEE 02/25	GENERAL FUND	FINANCE	3,774.84
			TOTAL:	3,774.84
KYA SERVICES LLC	CIP 23/24-01 RETENTION	GENERAL FUND	NON-DEPARTMENTAL	89,227.65
	PW STORAGE SHEDS (3)	GENERAL FUND	BUILDING MAINTENANCE	20,375.00
			TOTAL:	109,602.65
LA HERRADURA MOBIL DETAIL	PD VEHICLE SVCS 02/10/25	GARAGE FUND	GARAGE	540.00
	PD VEHICLE SVCS 02/10/25	GARAGE FUND	GARAGE	180.00
	PD VEHICLE SVCS 02/10/25	GARAGE FUND	GARAGE	145.00
	PD CAR WASHES 02/18/25	GARAGE FUND	GARAGE	645.00
	PD CAR WASHES 02/24/25	GARAGE FUND	GARAGE	315.00
	PW CAR WASHES 02/24/25	GARAGE FUND	GARAGE	180.00
	REC CAR WASHES 02/24/25	GARAGE FUND	GARAGE	90.00
	PD CAR WASHES 03/03/25	GARAGE FUND	GARAGE	570.00
			TOTAL:	2,665.00
LEAGUE OF CALIFORNIA CITIES	OC DIVISION MEMBERSHIP DUE	GENERAL FUND	ADMINISTRATION	300.00
	CAL CITIES MEMBERSHIP DUES	GENERAL FUND	ADMINISTRATION	6,944.00
			TOTAL:	7,244.00
LESLIE JORDAN, INC.	ROTB T SHIRTS (1200)	GENERAL FUND	NON-DEPARTMENTAL	10,327.40
			TOTAL:	10,327.40
LIEBERT CASSIDY WHITMORE	GENERAL SVCS 01/25	GENERAL FUND	CITY ATTORNEY	616.00
	GENERAL SVCS 01/25	GENERAL FUND	CITY ATTORNEY	44.00
	GENERAL SVCS 01/25	GENERAL FUND	CITY ATTORNEY	528.00
			TOTAL:	1,188.00
LOS ALAMITOS AREA CHAMBER OF COMMERCE	MARCH CHAMBER LUNCHEON	GENERAL FUND	POLICE ADMINISTRATION	30.00
			TOTAL:	30.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LOS ALAMITOS LOCK SERVICE	LAUREL PARK GATE REPAIR	GENERAL FUND	PARK MAINTENANCE	1,016.06
	PW DUPLICATE KEYS	GENERAL FUND	BUILDING MAINTENANCE	60.09
			TOTAL:	1,076.15
LOWE'S	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,637.42
	PD RAMP MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	314.81
			TOTAL:	1,952.23
MAXIMUM ENERGY PROFESSIONALS	PD HVAC DESIGN	GENERAL FUND	BUILDING MAINTENANCE	10,260.00
			TOTAL:	10,260.00
MCKENZIE RICKS	SUGAR COOKIE 02/11/25	GENERAL FUND	SPECIAL CLASSES	479.05
			TOTAL:	479.05
MICHAEL J TANDIAME	GRAPHIC DESIGN SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,050.00
			TOTAL:	1,050.00
MISC. VENDOR	CAROL HANAKI	GENERAL FUND	NON-DEPARTMENTAL	54.00
	EMILY TERRELL	GENERAL FUND	NON-DEPARTMENTAL	150.00
	ANNA CHEN	GENERAL FUND	NON-DEPARTMENTAL	39.99
	RUNNY PLENG	GENERAL FUND	NON-DEPARTMENTAL	350.00
	DAVID S. EMERSON	GENERAL FUND	NON-DEPARTMENTAL	40.00
	SUZANNAH IVES	GENERAL FUND	ADMINISTRATION	51.46
	VERONICA WILSON	GENERAL FUND	POLICE ADMINISTRATION	16.35
	AMANDA MCDOWELL	GENERAL FUND	RECORDS	73.35
	RON NODA	GENERAL FUND	COMMUNITY DEVEL ADMIN	615.84
	BRENT MALATESTA	GARAGE FUND	GARAGE	439.75
			TOTAL:	1,830.74
MV CHENG ASSOCIATES, INC.	HR CONSULT SVCS 01/25	GENERAL FUND	ADMINISTRATION	6,720.00
	HR CONSULT SVCS 12/24	GENERAL FUND	ADMINISTRATION FINANCE	1,800.00
	CLERK ASST SVCS 02/25	GENERAL FUND	FINANCE	2,625.00
	ACCT CONSULT SVCS 02/25	GENERAL FUND		2,303.75
			TOTAL:	13,448.75
NEWPORT EXTERMINATING	CITY HALL BAIT STATION 02	GENERAL FUND	BUILDING MAINTENANCE	270.00
	CC-2 BAIT STATION 03/18/2	GENERAL FUND	BUILDING MAINTENANCE	75.00
			TOTAL:	345.00
NORM'S AUTOMOTIVE CENTER, INC.	PD 21 VEHICLE SVCS 02/06/2	GARAGE FUND	GARAGE	59.50
	PD VEHICLE SVCS 02/06/25	GARAGE FUND	GARAGE	221.46
	PD 10 VEHICLE SVCS 02/10/2	GARAGE FUND	GARAGE	681.42
	PD 9 VEHICLE SVCS 02/13/25	GARAGE FUND	GARAGE	54.95
	PW 4 VEHICLE SVCS 02/14/25	GARAGE FUND	GARAGE	54.95
	PD 25 VEHICLE SVCS 02/26/2	GARAGE FUND	GARAGE	59.95
	PD 10 VEHICLE SVCS 03/03/2	GARAGE FUND	GARAGE	267.34
			TOTAL:	1,399.57
NORTH STAR LAND CARE	LANDSCAPE MAINT 01/25	GENERAL FUND	STREET MAINTENANCE	7,129.23
			TOTAL:	7,129.23
ORANGE COUNTY TREASURER-TAX COLLECTOR	PRESIDENTIAL GEN ELECTION	GENERAL FUND	ADMINISTRATION	20,584.41
			TOTAL:	20,584.41

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OSTS INC.	PW SAFETY TRAINING	GENERAL FUND	STREET MAINTENANCE	1,870.00
			TOTAL:	1,870.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK 02/24/25	GENERAL FUND	PARK MAINTENANCE	600.00
	PUMP SEPTIC TANK 02/25	GENERAL FUND	PARK MAINTENANCE	600.00
			TOTAL:	1,200.00
PERFORMA LABS INC	ONLINE TRAINING SUB 2025	GENERAL FUND	TRAFFIC	4,300.00
			TOTAL:	4,300.00
PTS COMMUNICATIONS		GENERAL FUND	NON-DEPARTMENTAL	
			NON-DEPARTMENTAL	43.00
			NON-DEPARTMENTAL	43.00
			TOTAL:	43.00
				129.00
PUBLIC AGENCY RETIREMENT SERVICES AND	PAYMENT 15 PARS TRUST	GENERAL FUND	NON-DEPARTMENTAL	
			TOTAL:	50,000.00
				50,000.00
QUADIENT LEASING USA, INC	POSTAGE LEASE 04/25-06/25	GENERAL FUND	NON-DEPARTMENTAL	706.62
			TOTAL:	706.62
RCA INVESTMENTS INC	HELMET INSTALLATION SVCS	GARAGE FUND	GARAGE	1,687.91
	KEY TRANSMITTER SVCS	GARAGE FUND	GARAGE	136.82
			TOTAL:	1,824.73
REDFLEX TRAFFIC SYSTEMS, INC.	CAMERA SYSTEM 08/24	GENERAL FUND	TRAFFIC	40.00
	RED LIGHT CAMERAS 01/25	GENERAL FUND	TRAFFIC	31,071.26
	CAMERA SYSTEM 02/25	GENERAL FUND	TRAFFIC	31,071.04
			TOTAL:	62,182.30
RICH MURRIETTA FIRE PROTECTION	BACKFLOW DEVICE REPLACEMEN	GENERAL FUND	PARK MAINTENANCE	1,875.00
	BACKFLOW REPLACEMENT PARTS	GENERAL FUND	PARK MAINTENANCE	2,000.00
			TOTAL:	3,875.00
RK SPORTS LLC	8 SPORT MULTISPORT 01/25-0	GENERAL FUND	SPECIAL CLASSES	658.45
	PARENT CHILD SOCCER 01/25-	GENERAL FUND	PECIAL CLASSES	825.50
	SOCCER T BALL 01/25-03/01	GENERAL FUND	SPECIAL CLASSES	503.10
			TOTAL:	1,987.05
ROGERS, ANDERSON, MALODY & SCOTT, LLP	AUDIT SVCS 23/24	GENERAL FUND	FINANCE	13,000.00
			TOTAL:	13,000.00
ROSSMOOR/LOS AL AREA SEWER	PD PKG LOT LEASE 01/25-03/	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
SCA OF CA LLC	STREET SWEEPING 02/25	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SDI PRESENCE LLC	IT SUPPORT SVCS 10/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,245.25
	CLOUD LICENSE 10/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,599.75
	CLOUD LICENSE 10/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	531.96
	TOTAL:			10,376.96
SHELLEY HASSELBRINK	LOCC TRAVEL REIMBURSEMENT	GENERAL FUND	CITY COUNCIL	673.23
	TOTAL:			673.23
SHINING LIGHT SOCIAL MEDIA	SOCIAL MEDIA CONSULT 01/2	GENERAL FUND	ECONOMIC DEVELOPMENT	2,173.43
	TOTAL:			2,173.43
SIR SPEEDY PRINTING, SIGNS, MARKETING	ROTB SIGNAGE	GENERAL FUND	NON-DEPARTMENTAL	1,399.66
	SPRING CARNIVAL BANNERS	GENERAL FUND	NON-DEPARTMENTAL	305.02
	WOA SIGNAGE	GENERAL FUND	NON-DEPARTMENTAL	369.51
	LOS AL LOOP 02/25	GENERAL FUND	ADMINISTRATION	5,241.08
	LOS AL LOOP 03/25	GENERAL FUND	ADMINISTRATION	3,660.08
	MAILING SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	131.03
	SPRING DOOR HANGERS SUPPLI	GENERAL FUND	COMMUNITY DEVEL ADMIN	932.78
	REC OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	38.24
	TOTAL:			12,077.40
SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES - COTT	GENERAL FUND	PARK MAINTENANCE	198.09
	TOTAL:			198.09
SOCA ARTS	BALLET 01/16-03/06	GENERAL FUND	SPECIAL CLASSES	930.15
	HIP HOP 01/16-03/06	GENERAL FUND	SPECIAL CLASSES	524.55
	ALL IN ONE DANCE 01/16-03/	GENERAL FUND	SPECIAL CLASSES	460.20
	TOTAL:			1,914.90
SOCAL AUTO & TRUCK PARTS INC.	LIGHT TOWER BATTERY	GARAGE FUND	GARAGE	111.79
	TOTAL:			111.79
SOUTHERN CALIFORNIA EDISON	SOCAL EDISON 01/23-02/23/2	GENERAL FUND	STREET MAINTENANCE	398.47
	SOCAL EDISON 01/08-02/05/2	GENERAL FUND	STREET MAINTENANCE	18,742.99
	SOCAL EDISON 01/23-02/23/2	GENERAL FUND	PARK MAINTENANCE	24.14
	SOCAL EDISON 01/23-02/23/2	GENERAL FUND	PARK MAINTENANCE	197.71
	SOCAL EDISON 01/08-02/05/2	GENERAL FUND	PARK MAINTENANCE	201.63
	SOCAL EDISON 01/08-02/05/2	GENERAL FUND	PARK MAINTENANCE	85.92
	SOCAL EDISON 01/08-02/05/2	GENERAL FUND	BUILDING MAINTENANCE	56.51
	SOCAL EDISON 01/08-02/05/2	GENERAL FUND	BUILDING MAINTENANCE	2,298.70
	SOCAL EDISON 01/08-02/05/2	GENERAL FUND	BUILDING MAINTENANCE	4,546.57
	TOTAL:			26,552.64
SOUTHERN CALIFORNIA GAS	SOCAL GAS 01/21-02/20/25	GENERAL FUND	BUILDING MAINTENANCE	1,099.78
	TOTAL:			1,099.78
SPARKLETTS DRINKING WATER	DRINKING WATER 02/25	GENERAL FUND	BUILDING MAINTENANCE	228.41
	TOTAL:			228.41
ST. NICK'S	LOS AL BLVD LIGHTING SVCS	GENERAL FUND	ECONOMIC DEVELOPMENT	9,766.62
	TOTAL:			9,766.62
ST. OF CALIFORNIA DEPT. OF JUSTICE	LIVESCANS 01/25	GENERAL FUND	NON-DEPARTMENTAL	480.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	480.00
STATEWIDE TRAFFIC SAFETY & SIGNS, INC.	CURB PAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,911.88
	PW SUPPLIES CREDIT MEMO	GENERAL FUND	STREET MAINTENANCE	1,911.88-
	PW MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,748.00
			TOTAL:	1,748.00
THE BANK OF NEW YORK MELLON TRUST CO.	COP 2015 INTEREST PAYABLE	LAUREL PARK DEBT S	NON-DEPARTMENTAL	57,284.38
			TOTAL:	57,284.38
THE RINKS LAKEWOOD ICE	LEARN TO SKATE 02/06-02/26	GENERAL FUND	SPECIAL CLASSES	120.90
	LEARN TO SKATE 02/06-02/27	GENERAL FUND	SPECIAL CLASSES	201.50
			TOTAL:	322.40
THE WALKING MAN INC	DOOR HANGER DISTRIBUTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,675.00
			TOTAL:	1,675.00
THOMSON REUTERS - WEST	DETECTIVE SOFTWARE 02/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	375.42
			TOTAL:	375.42
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SVCS 02/25	GENERAL FUND	ADMINISTRATION	4,000.00
	GRANT WRITING SVCS 02/25	GENERAL FUND	ADMINISTRATION	2,000.00
	CONSULTING SVCS 03/25	GENERAL FUND	ADMINISTRATION	4,000.00
	GRANT WRITING SVCS 03/25	GENERAL FUND	ADMINISTRATION	2,000.00
			TOTAL:	12,000.00
TRACY MILLER CONSULTING, INC.	COMM & LEAD COACH 02/25	GENERAL FUND	ADMINISTRATION	5,500.00
	COMM & LEAD COACH 03/25	GENERAL FUND	ADMINISTRATION	5,500.00
			TOTAL:	11,000.00
TRIEPEI, SMITH & ASSOCIATES, INC	VIDEO PRODUCTION 02/25	GENERAL FUND	NON-DEPARTMENTAL	1,155.00
			TOTAL:	1,155.00
TROY & BANKS, INC.	TELECOM AUDIT SVCS	GENERAL FUND	FINANCE	1,298.79
			TOTAL:	1,298.79
U.S. BANK	ROTB EVENT SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	358.72
	WOA SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	45.10
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	87.33
	ROTB SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	19.64
	WOA SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	277.99
	ADAPTIVE SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	134.95
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	59.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	15.48
	REFUND DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	132.00-
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	132.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	111.40

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	15.96
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	150.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	235.78
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	36.02
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	3.99
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	65.74
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	70.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	142.12
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	172.33
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	65.70
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	156.34
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	39.11
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	132.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	24.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	276.00
	ROTB ADVERTISEMENT	GENERAL FUND	NON-DEPARTMENTAL	89.51
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	49.13
	DOBY POLICY COMMITTEE MTG	GENERAL FUND	CITY COUNCIL	13.20
	HIBARD DAPPER NIGHTS	GENERAL FUND	CITY COUNCIL	150.00
	DOBY DCNS 2025	GENERAL FUND	CITY COUNCIL	645.00
	DOBY TRAINING REFUND	GENERAL FUND	CITY COUNCIL	220.00-
	COUNCIL OCBC DINNER	GENERAL FUND	CITY COUNCIL	600.00
	REFUND LAEF NIGHT OUT	GENERAL FUND	CITY COUNCIL	125.00-
	REFUND LAEF NIGHT OUT	GENERAL FUND	CITY COUNCIL	125.00-
	REFUND LAEF NIGHT OUT	GENERAL FUND	CITY COUNCIL	125.00-
	REFUND LAEF NIGHT OUT	GENERAL FUND	CITY COUNCIL	125.00-
	HASSELBRINK WECARE EVENT	GENERAL FUND	CITY COUNCIL	128.13
	HASSELBRINK AMERICANA AWAR	GENERAL FUND	CITY COUNCIL	350.00
	DOBY AMERICANA AWARDS	GENERAL FUND	CITY COUNCIL	350.00
	HIBARD AMERICANA AWARDS	GENERAL FUND	CITY COUNCIL	350.00
	DOBY AMERICANA AWARDS	GENERAL FUND	CITY COUNCIL	350.00
	HIBARD WECARE EVENT	GENERAL FUND	CITY COUNCIL	125.00
	REFUND HIBARD AMERICANA AW	GENERAL FUND	CITY COUNCIL	350.00-
	DOBY AIRFARE	GENERAL FUND	CITY COUNCIL	942.96
	REFUND LCW CONFERENCE	GENERAL FUND	ADMINISTRATION	359.63-
	ADOBE SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	61.98
	UNLIMITED SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	34.00
	CALED CONFERENCE	GENERAL FUND	ADMINISTRATION	990.00
	BOMBER JACKETS	GENERAL FUND	ADMINISTRATION	1,946.02
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	32.29
	COUNCIL CHAMBER SUPPLIES	GENERAL FUND	ADMINISTRATION	80.33
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	98.57
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	26.04
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	56.78
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	64.95
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	71.92
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	59.97
	RECORDS MGMT TRAINING	GENERAL FUND	ADMINISTRATION	418.00
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	32.66
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	1,217.00
	COMMISSION DINNER SUPPLIES	GENERAL FUND	ADMINISTRATION	240.39
	CMC INSTITUTE TRAINING	GENERAL FUND	ADMINISTRATION	617.29
	COUNCIL OC REGISTER SUB	GENERAL FUND	ADMINISTRATION	26.00
	COUNCIL DINNER 02/18/25	GENERAL FUND	ADMINISTRATION	139.84
	LIGHTNER MMASC MEMBERSHIP	GENERAL FUND	ADMINISTRATION	200.00
	LIGHTNER ICMA MEMBERSHIP	GENERAL FUND	ADMINISTRATION	125.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CM DCNS 2025	GENERAL FUND	ADMINISTRATION	645.00
	CM TRAINING REFUND	GENERAL FUND	ADMINISTRATION	220.00-
	ADMIN SUPPLIES	GENERAL FUND	ADMINISTRATION	108.74
	EMPLOYEE V DAY SUPPLIES	GENERAL FUND	ADMINISTRATION	39.56
	EMPLOYEE V DAY SUPPLIES	GENERAL FUND	ADMINISTRATION	38.45
	EMPLOYEE V DAY SUPPLIES	GENERAL FUND	ADMINISTRATION	6.89
	EMPLOYEE V DAY SUPPLIES	GENERAL FUND	ADMINISTRATION	10.98
	ADMIN SUPPLIES	GENERAL FUND	ADMINISTRATION	134.35
	ADMIN SUPPLIES	GENERAL FUND	ADMINISTRATION	27.93
	COUNCIL MTG DINNER 01/21/2	GENERAL FUND	ADMINISTRATION	87.85
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	68.46
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	41.65
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	11.61
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	54.36
	TABLE CLOTH DRY CLEANING	GENERAL FUND	ADMINISTRATION	10.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	54.63
	PRECIADO TRAINING	GENERAL FUND	ADMINISTRATION	75.00
	PRECIADO TRAINING	GENERAL FUND	ADMINISTRATION	75.00
	COUNCIL BUSINESS CARDS	GENERAL FUND	ADMINISTRATION	213.04
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	40.15
	CM AMERICANA AWARDS	GENERAL FUND	ADMINISTRATION	350.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	19.99
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	43.26
	CM AIRFARE	GENERAL FUND	ADMINISTRATION	942.96
	C WILSON WECARE EVENT	GENERAL FUND	ADMINISTRATION	125.00
	TAX ELECTRONIC FORMS	GENERAL FUND	FINANCE	543.10
	SUPPLIES	GENERAL FUND	FINANCE	325.06
	SUPPLIES	GENERAL FUND	FINANCE	58.50
	SUPPLIES	GENERAL FUND	FINANCE	37.77
	SUBSCRIPTION	GENERAL FUND	FINANCE	4.00
	SUPPLIES	GENERAL FUND	FINANCE	37.69
	SUBSCRIPTION	GENERAL FUND	FINANCE	10.00
	SUBSCRIPTION	GENERAL FUND	FINANCE	0.99
	SUBSCRIPTION	GENERAL FUND	FINANCE	19.99
	SUPPLIES	GENERAL FUND	FINANCE	216.79
	SUBSCRIPTION	GENERAL FUND	FINANCE	209.97
	SUPPLIES	GENERAL FUND	FINANCE	40.14
	SUPPLIES	GENERAL FUND	FINANCE	32.67
	BISCOCHO WECARE EVENT	GENERAL FUND	FINANCE	125.00
	COPY PAPER CITYWIDE	GENERAL FUND	NON-DEPARTMENTAL	1,513.97
	EMERGENCY FLASHLIGHTS	GENERAL FUND	NON-DEPARTMENTAL	886.60
	RETURN FLASHLIGHTS	GENERAL FUND	NON-DEPARTMENTAL	265.98-
	EMERGENCY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	32.95
	GALLAUGHER TRAINING	GENERAL FUND	POLICE ADMINISTRATION	37.05
	GALLAUGHER TRAINING	GENERAL FUND	POLICE ADMINISTRATION	19.29
	SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	15.00
	SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	9.99
	SUPPLIES NAME PLAQUE	GENERAL FUND	POLICE ADMINISTRATION	74.35
	PELETON SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00
	POSTAGE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	10.10
	POSTAGE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	10.25
	RETURN OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	69.91-
	PD ID CARDS	GENERAL FUND	POLICE ADMINISTRATION	250.00
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	756.60
	COUNCIL PHOTO FRAMES	GENERAL FUND	POLICE ADMINISTRATION	32.27
	POSTAGE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	10.10

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	COUNCIL PHOTO FRAMES	GENERAL FUND	POLICE ADMINISTRATION	54.88
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	7.56
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	35.91
	SOUTH DCNS 2025	GENERAL FUND	POLICE ADMINISTRATION	425.00
	CLABORN AMERICANA AWARDS	GENERAL FUND	POLICE ADMINISTRATION	350.00
	CLABORN GUEST AMERICANA AW	GENERAL FUND	POLICE ADMINISTRATION	350.00
	SOUTH AIRFARE	GENERAL FUND	POLICE ADMINISTRATION	942.96
	OFFICE SUPPLIES	GENERAL FUND	PATROL	80.63
	AUTOMOTIVE JUMP STARTER	GENERAL FUND	PATROL	134.31
	LOPEZ VISIONARY LEADERSHIP	GENERAL FUND	INVESTIGATION	350.00
	SUPPLIES	GENERAL FUND	INVESTIGATION	167.06
	PRI TAVASCI	GENERAL FUND	RECORDS	438.00
	PD SUPPLIES	GENERAL FUND	RECORDS	12.00
	IAPE SUBSCRIPTION	GENERAL FUND	RECORDS	65.00
	CAPE SUBSCRIPTION	GENERAL FUND	RECORDS	60.00
	JAIL LINES 01/25 & 02/25	GENERAL FUND	COMMUNICATIONS TECHNOL	1,133.03
	CITIZEN ACADEMY SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	34.96
	PD PROMO ITEMS	GENERAL FUND	COMMUNITY OUTREACH	464.54
	SAIZ CLI COURSE	GENERAL FUND	TRAFFIC	2,000.00
	SAIZ CLI TRAINING	GENERAL FUND	TRAFFIC	2,000.00
	SAIZ MGR TRAINING	GENERAL FUND	EMERGENCY PREPAREDNESS	333.61
	PEER SUPPORT SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	118.53
	TRACKING SUBSCRIPTION	GENERAL FUND	K-9 Unit	140.00
	K9 SUPPLIES	GENERAL FUND	K-9 Unit	66.05
	K9 SUPPLIES	GENERAL FUND	K-9 Unit	157.83
	K9 SUPPLIES	GENERAL FUND	K-9 Unit	42.43
	K9 SUPPLIES	GENERAL FUND	K-9 Unit	105.76
	K9 SUPPLIES	GENERAL FUND	K-9 Unit	105.76
	PHONE STORAGE SUB	GENERAL FUND	COMMUNITY DEVEL ADMIN	2.99
	GROUNDBREAKING SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	175.34
	NGUYEN CCAC TRAINING	GENERAL FUND	COMMUNITY DEVEL ADMIN	250.00
	R NODA AMERICANA AWARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	350.00
	SUMMER HARVEST	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.43
	MONTHLY SUB 02/2025	GENERAL FUND	COMMUNITY DEVEL ADMIN	82.99
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	691.14
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	109.38
	SPEAKER OFFSITE MTG	GENERAL FUND	COMMUNITY DEVEL ADMIN	70.24
	STERNS PARK SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	56.72
	LABOURDETTE PARK SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.71
	R NODA DCNS 2025	GENERAL FUND	COMMUNITY DEVEL ADMIN	425.00
	GROUND BREAKING SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.66
	DS NAME TAGS	GENERAL FUND	COMMUNITY DEVEL ADMIN	62.85
	CCAC TRAINING	GENERAL FUND	COMMUNITY DEVEL ADMIN	200.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.48
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.47
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	28.41
	CEAOC ANNUAL DUES	GENERAL FUND	COMMUNITY DEVEL ADMIN	50.00
	PW GREEN BOOK	GENERAL FUND	COMMUNITY DEVEL ADMIN	258.17
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	33.02
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.07
	ROSSMOOR LIVING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	156.04
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	140.00
	OCBC DINNER REGISTRATION	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,000.00
	R NODA AIRFARE	GENERAL FUND	COMMUNITY DEVEL ADMIN	942.96
	R NODA WECARE EVENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	125.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PDAOC WORKSHOP	GENERAL FUND	PLANNING	330.00
	KEYS & GLOVES SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	36.02
	CE CACEO APP FEE	GENERAL FUND	NEIGHBORHOOD PRESERVAT	210.00
	CE NAME TAG	GENERAL FUND	NEIGHBORHOOD PRESERVAT	33.88
	PW SAFETY JACKETS	GENERAL FUND	STREET MAINTENANCE	2,430.06
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	60.08
	STERNS PARK PLAQUE	GENERAL FUND	PARK MAINTENANCE	2,236.69
	EQUIPMENT REPAIR SUPPLIES	GENERAL FUND	PARK MAINTENANCE	446.04
	REFUND GELA SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	104.87-
	GELA SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	59.81
	GELA DRY CLEANING SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	140.00
	CHAMBER LUNCHEON	GENERAL FUND	ECONOMIC DEVELOPMENT	30.00
	GELA SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	44.20
	GELA SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	44.77
	GELA SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	363.08
	GELA SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	51.59
	DISCOVER LOS AL SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	50.00
	DISCOVER LOS AL SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	50.00
	DISCOVER LOS AL SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	50.00
	DISCOVER LOS AL SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	50.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	29.56
	STAFF SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	125.63
	STAFF SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	83.87
	CPRS VOLUNTEER AWARD	GENERAL FUND	RECREATION ADMINISTRAT	145.11
	FIRST AID TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	REC ADMIN STAFF RETREAT	GENERAL FUND	RECREATION ADMINISTRAT	80.00
	REC ADMIN STAFF RETREAT	GENERAL FUND	RECREATION ADMINISTRAT	80.00
	E NODA DCNS 2025	GENERAL FUND	RECREATION ADMINISTRAT	425.00
	REC ADMIN STAFF RETREAT	GENERAL FUND	RECREATION ADMINISTRAT	72.80
	REC ADMIN STAFF RETREAT	GENERAL FUND	RECREATION ADMINISTRAT	36.40
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	25.13
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	34.95
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	27.14
	CPRS JOB POSTING	GENERAL FUND	RECREATION ADMINISTRAT	75.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	18.46
	DIRECT TV SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	65.99
	SPOTIFY SUB	GENERAL FUND	RECREATION ADMINISTRAT	19.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	114.81
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	76.50
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	18.62
	ADMIN RETREAT TRAINING SUP	GENERAL FUND	RECREATION ADMINISTRAT	153.35
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	44.09
	ADMIN RETREAT TRAINING SUP	GENERAL FUND	RECREATION ADMINISTRAT	43.02
	ADMIN RETREAT TRAINING SUP	GENERAL FUND	RECREATION ADMINISTRAT	22.12
	ADMIN RETREAT TRAINING SUP	GENERAL FUND	RECREATION ADMINISTRAT	30.48
	ADMIN RETREAT TRAINING SUP	GENERAL FUND	RECREATION ADMINISTRAT	21.99
	ADMIN RETREAT TRAINING SUP	GENERAL FUND	RECREATION ADMINISTRAT	295.10
	CHAMBER BREAKFAST TICKETS	GENERAL FUND	RECREATION ADMINISTRAT	60.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	32.67
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	1.29
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	24.02
	CBI PARALLELS	GENERAL FUND	RECREATION ADMINISTRAT	119.99
	ADMS STAFF RETREAT	GENERAL FUND	RECREATION ADMINISTRAT	800.00
	PHONE STORAGE SUB	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	E NODA AIRFARE	GENERAL FUND	RECREATION ADMINISTRAT	942.96
	E NODA CPRS CONFERENCE	GENERAL FUND	RECREATION ADMINISTRAT	65.00

WARRANTS 03/2025

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	E NODA LOCC CONFERENCE	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	E NODA SCAG CONFERENCE	GENERAL FUND	RECREATION ADMINISTRAT	400.00
	E NODA WECARE EVENT	GENERAL FUND	RECREATION ADMINISTRAT	125.00
	CONSTANT CONTACT SUB	GENERAL FUND	RECREATION ADMINISTRAT	369.55
	AQUATIC SUPPLIES	GENERAL FUND	AQUATICS	26.70
	REC SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	17.97
	REC SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	138.81
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	27.30
	EXCURSION DEPOSIT 06/12	GENERAL FUND	DAY CAMP	1,000.00
	UNITED SUPPLIES	GENERAL FUND	DAY CAMP	218.49
	UNITED SUPPLIES	GENERAL FUND	DAY CAMP	39.32
	UNITED SUPPLIES	GENERAL FUND	DAY CAMP	251.25
	FEB DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	76.97
	FEB DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	58.54
	SUMMER CAMP & UNITED EXCUR	GENERAL FUND	DAY CAMP	150.00
	SUMMER CAMP & UNITED EXCUR	GENERAL FUND	DAY CAMP	937.50
	SUMMER CAMP & UNITED EXCUR	GENERAL FUND	DAY CAMP	1,300.00
	FEB DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	142.00
	FEB DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	162.85
	FEB DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	38.23
	FEB DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	41.50
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	501.80
	ADULT SOCCER SUPPLIES	GENERAL FUND	SPORTS	200.00
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	16.38
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	50.08
	OAK FIELD LIGHTS SOFTWARE	GENERAL FUND	SPORTS	475.00
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	26.57
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	18.56
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	11.98
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	71.78
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	17.70
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	22.05
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	38.23
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	31.67
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	12.22
	COMM CTR MAT SVCS	GENERAL FUND	SPECIAL CLASSES	111.79
	COMM CTR MAT SVCS	GENERAL FUND	SPECIAL CLASSES	111.79
	COOKING CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	25.20
	CONCERTSHARE REGISTRATION	GENERAL FUND	SPECIAL EVENTS	45.00
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	90.00
	EQUIPMENT TUNE UP	GARAGE FUND	GARAGE	541.96
	F150 CODE ENFORCEMENT FUEL	GARAGE FUND	GARAGE	20.26
	EV CHARGE F150	GARAGE FUND	GARAGE	19.00
	DOLLY ELECTRIC CHARGER	GARAGE FUND	GARAGE	22.81
	DOMAIN REGISTRATION	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	317.80
	C4 SUPPORT MAINT & UPDATE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,200.00
	WEBSITE & MARKET RENEWAL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	119.88
	POWER BI SUBSCRIPTION	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	78.30
			TOTAL:	57,063.24
ULINE, INC.	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	152.94
			TOTAL:	152.94
UNDERGROUND SERVICE ALERT OF SO CAL	PW DATABASE MAINT 03/25	GENERAL FUND	STREET MAINTENANCE	45.15
			TOTAL:	45.15

WARRANTS 03/2025

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VERIZON	VEHICLE GPS 02/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	461.75
	VEHICLE GPS SVCS 01/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	111.83
			TOTAL:	573.58
VERIZON WIRELESS	CELL PHONES 01/11-02/10/25	GENERAL FUND	NON-DEPARTMENTAL	2,817.95
			TOTAL:	2,817.95
VESTIS GROUP INC	PW UNIFORMS 02/10/25	GENERAL FUND	STREET MAINTENANCE	89.59
	PW UNIFORMS 02/17/25	GENERAL FUND	STREET MAINTENANCE	113.53
	PW UNIFORMS 02/24/25	GENERAL FUND	STREET MAINTENANCE	111.23
	PW UNIFORMS 02/17/25	GENERAL FUND	STREET MAINTENANCE	89.42
	PW UNIFORMS 03/10/25	GENERAL FUND	STREET MAINTENANCE	347.11
			TOTAL:	750.88
VOYAGER FLEET SYSTEMS, INC.	FUEL 02/25	GARAGE FUND	GARAGE	11,252.70
	FUEL TAX ADJ & DISCOUNTS 0	GARAGE FUND	GARAGE	418.33-
			TOTAL:	10,834.37
WEST COAST ARBORISTS, INC.	TREE TRIM SVCS 01/16-31/2	GENERAL FUND	PARK MAINTENANCE	1,210.00
	TREE TRIM SVCS 02/16-25/2	GENERAL FUND	PARK MAINTENANCE	380.00
	GRID PRUNING 02/16-28/25	MEASURE M	CAPITAL PROJECTS	990.00
			TOTAL:	2,580.00
WESTERN STATE BUILDERS, INC	CIP 23/24-04 PAYAPP #7 RE	GENERAL FUND	NON-DEPARTMENTAL	4,877.86-
	CIP 23/24-04 PAYAPP #7	GENERAL FUND	CAPITAL PROJECTS	69,970.38
	CIP 23/24-04 PAYAPP #7	GENERAL FUND	CAPITAL PROJECTS	27,586.80
			TOTAL:	92,679.32
WEX HEALTH, INC.	FSA RESERVE ACCT	GENERAL FUND	NON-DEPARTMENTAL	10,000.00
	FSA MONTHLY 02/25	GENERAL FUND	NON-DEPARTMENTAL	67.50
			TOTAL:	10,067.50
WILLDAN ENGINEERING	PW SUPERINTENDENT SVCS 12/	GENERAL FUND	CITY ENGINEER	10,350.00
	PW SUPERVISOR 12/24	GENERAL FUND	CITY ENGINEER	8,700.00
	WILLDAN ENGINEERING 12/24	GENERAL FUND	CITY ENGINEER	6,508.00
	CE PLAN CHECKING 12/24	GENERAL FUND	CITY ENGINEER	4,303.50
	TRAFFIC ENGINEER 12/24	GENERAL FUND	CITY ENGINEER	7,066.50
	TE PLAN CHECK 12/24	GENERAL FUND	CITY ENGINEER	591.00
	CITY SIGN INVENTORY 12/24	GENERAL FUND	CITY ENGINEER	10,805.75
	CIP 23/24-03 STREET PROJ 1	GENERAL FUND	CAPITAL PROJECTS	2,962.50
	CIP 23/24-03 ST PROJ 12/24	GENERAL FUND	CAPITAL PROJECTS	11,946.00
	LOSAL/BRADBURY SIGNAL 12/2	GENERAL FUND	CAPITAL PROJECTS	376.00
	BLOOMFIELD ATP 12/24	GENERAL FUND	CAPITAL PROJECTS	6,530.00
	CIP 23/24-03 ST PROJ 12/24	GENERAL FUND	CAPITAL PROJECTS	212.00
	CIP 24/25-05 PINE ST DESIG	GENERAL FUND	CAPITAL PROJECTS	412.00
	PMP PROJECT 12/24	GENERAL FUND	CAPITAL PROJECTS	1,320.00
	CIP 24/25-04 CDBG IMPROV 1	C.D.B.G	CAPITAL PROJECTS	711.75
	SB1 24/25 ST PROJ 12/24	GAS TAX	CAPITAL PROJECTS	412.00
	CIP 23/24-06 STRIPING 12/2	MEASURE M	CAPITAL PROJECTS	3,396.00
	KATELLA AVE ST DESIGN 12/2	MEASURE M	CAPITAL PROJECTS	17,891.00
	CIP 23/24-01 CC ROOF PROJ	FACILITY CAPITAL E	CAPITAL PROJECTS	1,056.00
	CIP 23-24-01 CC ROOF PROJ	FACILITY CAPITAL E	CAPITAL PROJECTS	1,456.00
	GENERATOR PROJ 12/24	FACILITY CAPITAL E	CAPITAL PROJECTS	742.00

WARRANTS 03/2025

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	97,748.00
WOODRUFF & SMART, APC	GENERAL SVCS 01/25	GENERAL FUND	CITY ATTORNEY	19,350.00
	LITIGATION SVCS 01/25	GENERAL FUND	CITY ATTORNEY	1,272.00
	GENERAL SVCS 01/25	GENERAL FUND	CITY ATTORNEY	244.80
	PROSECUTION SVCS 01/25	GENERAL FUND	CITY ATTORNEY	4,509.00
			TOTAL:	25,375.80
YING LIU	PORTRAIT WORKSHOP 02/03/25	GENERAL FUND	SPECIAL CLASSES	97.50
	PORTRAIT WORKSHOP 02/08/25	GENERAL FUND	SPECIAL CLASSES	78.00
			TOTAL:	175.50
ZUMAR INDUSTRIES	K71 K72 COMPOSIT SLEEVES M	GENERAL FUND	STREET MAINTENANCE	151.94
	K 71 POST LOS AL BLVD	MEASURE M	CAPITAL PROJECTS	2,150.39
			TOTAL:	2,302.33

===== FUND TOTALS =====		
10	GENERAL FUND	2,201,801.51
19	C.D.B.G	711.75
20	GAS TAX	658,612.00
26	MEASURE M	24,427.39
31	LAUREL PARK DEBT SERVICE	57,284.38
50	GARAGE FUND	47,661.89
52	FACILITY CAPITAL EXPENSES	3,254.00
53	TECHNOLOGY REPLACEMENT	14,973.36
54	SELF INSURANCE TRUST	7,595.67
99	POOL CLEARING FUND	461.52

	GRAND TOTAL:	3,016,783.47

Retirees Medical Reimbursement

Date: March 1, 2025

Number of Transactions: 14

Total Batch: \$9,792.64

Payroll 3/14/25

-----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	215.45	13.40	694.35
10-511 City Manager/ City Clerk	38,033.13	28,027.28	0.00	5,077.90	4,927.95	4,462.76	6,511.95	27,058.42
10-512 Finance	23,734.80	14,090.70	0.00	4374.10	5,270.00	2190.90	2720.56	18,823.34
10-521 Police Administration	32,320.96	28,926.70	0.00	1,735.70	1,658.56	5,833.85	5,460.00	21,027.11
10-522 Police- Patrol	76,957.77	55,012.63	6,496.15	8,746.01	6,702.98	14,523.13	11,954.98	50,479.66
10-523 Police- Investigation	20,535.96	9,553.60	0.00	0.00	10,982.36	2,165.45	4,566.08	13,804.43
10-524 Police- Records	10,967.54	8,288.80	1144.53	0.00	1,534.21	862.77	1,538.24	8,566.53
10-526 Police- Community Outreach	2,229.12	0.00	0.00	0.00	2,229.12	83.59	189.21	1,956.32
10-527 Police-Youth Programs	5,166.20	4,444.00	0.00	0.00	722.20	1223.16	537.85	3,405.19
10-528 Police- Traffic	9,433.09	2519.50	0.00	1511.70	5,401.89	858.11	1120.51	7,454.47
10-531 Development Services- Administration	5,460.57	4,832.85	183.32	0.00	444.40	1,169.89	314.90	3,975.78
10-532 Development Services- Planning	36,918.76	28,534.82	0.00	1334.38	7049.56	3898.87	6505.44	26,514.45
10-533 Development Services- Neighborhood Preservation	4,282.89	4,026.40	226.49	0.00	30.00	495.30	901.40	2,886.19
10-542 Development Services- Street Maintenance	8,969.84	5,785.60	0.00	0.00	3,184.24	589.66	1,274.65	7,105.53
10-544 Development Services- Facility Maintenance	21,085.92	18,094.48	0.00	1017.52	1973.92	2665.39	2130.55	16,289.98
10-545 Economic Development	2,404.00	2,404.00	0.00	0.00	0.00	187.24	126.32	2,090.44
10-551 Recreation Administration	50,284.99	37,871.38	3148.97	2,006.23	7,258.41	5,661.05	8,136.97	36,486.97
10-556 Recreation- Sports	20,556.36	0.00	0.00	86.65	20,469.71	770.88	1,122.76	18,662.72

TOTALS	\$370,265.10	\$253,335.94	\$11,199.46	\$25,890.19	\$79,839.51	\$47,857.45	\$55,125.77	\$267,281.88
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REGULAR INPUT: 127

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 127

BENEFITS & WITHHOLDINGS										
					Employee		Employer			
Fed Taxes	Employee/	Employer (MediCare)			\$46,650.06	\$41,396.99		\$5,253.07		
State Taxes	Employee				\$13,728.78					
ICMA	Employee				\$3,871.78					
PD Association	Employee				\$1,466.77					
LosAl Employees Assoc	Employee				\$360.00					
Nationwide - Full Time	Employee				\$2,355.04					
Nationwide - PT	Employee/	Employer			\$3,480.26	\$1,740.13		\$1,740.13		
PERS Deferred Comp	Employee				\$2,380.76					
PERS	Employee/	Employer			\$68,384.14	\$27,733.43		\$40,650.71		
AFLAC	Employee				\$92,781.12					
PERS Medical	Employee/	Employer								
Delta Dental PPO	Employer				\$4,826.70					
Delta Dental HMO	Employer				\$393.63					
VSP Vision	Employer				\$1,139.40					
Standard Self Admin	Employee/	Employer			\$2,374.20					
Standard Life Optional	Employee									
TOTALS					\$244,192.64	\$70,870.55		\$47,643.91		
DEDUCTION GRAND TOTALS										
-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5361.00	\$253,335.94	125	I-125	\$1,236.14		FED W/H	\$ 326,060.28	\$ 36,143.92	
PTRG	1892.25	\$46,231.76	129	I-129	\$192.31		ST WH CA	\$ 326,060.28	\$ 13,728.78	
PHEO	105.50	\$3,438.41	AFP	AFLPT	\$81.57		MEDI	\$ 362,281.86	\$ 5,253.07	\$ 5,253.07
OT	93.00	\$4,519.99	CMP	CLOAN	\$48.08					
OTS	64.49	\$6,105.51	CS1	CS-C0	\$230.76					
STBY	6.00	\$573.96	DC%	DCR%	\$107.83					
CAR	0.00	\$750.00	DC2	DCPR	\$400.00					
CELL	0.00	\$1,180.00	DCI	DCICM	\$1,970.00					
PPHC	0.00	\$3,375.44	DCM	DCICM		\$958.00				
SKIL	0.00	\$111.10	DCN	DCNW	\$2,355.04					
MEDR	0.00	\$7,775.00	DCP	DCPRS	\$1,980.76					
SPAS	0.00	\$1,625.96	DD1	DPP01		\$420.75				
SPSK	0.00	\$138.06	DD2	DPP02		\$296.10				
OCWD	0.00	\$350.00	DD3	DPP03		\$697.95				
OCWE	0.00	\$200.00	DD4	DDMO1		\$46.26				
UNIF	0.00	\$200.00	DD5	DDMO2		\$13.89				
UNI2	0.00	\$75.00	DD6	DDMO3		\$102.75				
RTRO	0.00	\$302.40	DI%	DCI%	\$249.91					
ADML	36.00	\$2,763.18	DIS	DISAF	\$65.48					
COMP	8.66	\$391.38	DLI	DCLIC	\$586.04					
EAU	12.00	\$692.34	LEA	LAEAD	\$360.00					
EAA	66.00	\$0.00	LIF	LIFE	\$288.13					
COMA	92.38	\$0.00	LTD	A LTD	\$99.54					
FLHO	64.50	\$3,577.19	MED	MDINS	\$6,665.53	\$34,945.79				
SICK	106.33	\$5,550.36	PBB	PRSB4	\$481.97					
VAC	260.00	\$12,068.14	PN1	PEPME	\$8,260.62					
POST4	0.00	\$110.00	PN2	PEPMR		\$8,388.55				
POST6	0.00	\$300.00	PN3	PEPSE	\$9,747.24					
POST7	0.00	\$3,089.20	PN4	PEPSR		\$9,754.35				
POST8	0.00	\$282.18	POS	POAS	\$1,466.77					
JURY	20.00	\$847.60	PR0	PRM8	\$2,750.61					
RTBS	0.00	\$10,000.00	PR2	PRSMR		\$10,389.36				
BILI	0.00	\$250.00	PR4	PRSSR		\$12,118.45				
HOT	0.00	\$55.00	PR5	PRSB4	\$618.55					
			PR6	PRSAF	\$2,543.45					
			PR7	PRMB4	\$666.00					
			PR8	PRMAF	\$1,771.58					
			PR9	PRSCC	\$830.17					
			RTP	RT-PT	\$1,740.13	\$1,740.13				
			SUR	SURVI	\$63.24					
			VS1	VIS1		\$122.36				
			VS2	VIS2		\$76.30				
			VS3	VIS3		\$ 164.64				
Totals	\$ 8,188.11	\$ 370,265.10			\$ 47,857.45	\$ 80,235.63		\$ 55,125.77	\$ 5,253.07	

Payroll 03/28/25

-----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	215.45	13.40	694.35
10-511 City Manager/ City Clerk	36,193.03	26,995.62	0.00	4,534.79	4,662.62	4,343.53	6,021.92	25,827.58
10-512 Finance	18,963.17	17,579.60	348.37	885.20	150.00	2190.90	2769.60	14,002.67
10-521 Police Administration	32,200.96	30,662.40	0.00	0.00	1,538.56	5,833.85	5,426.68	20,940.43
10-522 Police- Patrol	91,247.00	56,725.39	15,879.68	7,033.81	11,608.12	14,508.06	14,291.31	62,447.63
10-523 Police- Investigation	15,651.39	9,553.60	438.01	0.00	5,659.78	2,144.82	2,726.09	10,780.48
10-524 Police- Records	9,792.27	8,288.80	137.57	0.00	1,365.90	861.71	1,263.00	7,667.56
10-526 Police- Community Outreach	2,670.30	0.00	0.00	0.00	2,670.30	100.14	292.06	2,278.10
10-527 Police-Youth Programs	5,016.21	4,027.38	0.00	277.75	711.08	1202.53	456.95	3,356.73
10-528 Police- Traffic	12,267.20	4031.20	2674.74	0.00	5,561.26	864.08	2071.66	9,331.46
10-531 Development Services- Administration	5,735.54	4,832.85	458.29	0.00	444.40	1,169.89	218.02	4,347.63
10-532 Development Services- Planning	38,039.17	26,669.28	0.00	3377.92	7991.97	3962.79	6705.81	27,370.57
10-533 Development Services- Neighborhood Preservation	4,026.40	3,523.10	0.00	503.30	0.00	495.30	815.02	2,716.08
10-542 Development Services- Street Maintenance	8,835.76	5,785.60	0.00	1,003.30	2,046.86	584.64	1,257.08	6,994.04
10-544 Development Services- Facility Maintenance	20,935.12	18,528.20	0.00	684.60	1722.32	2657.58	2042.44	16,235.10
10-545 Economic Development	2,606.84	2,404.00	202.84	0.00	0.00	187.24	153.60	2,266.00
10-551 Recreation Administration	47,701.20	37,125.76	1426.59	2,751.84	6,397.01	5,647.34	7,391.53	34,662.33
10-556 Recreation- Sports	20,633.16	0.00	0.00	149.48	20,483.68	773.73	1,110.20	18,749.23

TOTALS	\$373,437.92	\$257,655.98	\$21,566.09	\$21,201.99	\$73,013.86	\$47,743.58	\$55,026.37	\$270,667.97
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REGULAR INPUT: 132

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 132

BENEFITS & WITHHOLDINGS										
					Employee	Employer				
			Fed Taxes	Employee/	Employer (MediCare)	\$46,668.98	\$41,371.87	\$5,297.11		
			State Taxes	Employee		\$13,654.50				
			ICMA	Employee		\$3,878.37				
			PD Association	Employee		\$1,466.77				
			LosAl Employees Assoc	Employee		\$360.00				
			Nationwide - Full Time	Employee		\$2,355.04				
			Nationwide - PT	Employee/	Employer	\$3,547.84	\$1,773.92	\$1,773.92		
			PERS Deferred Comp	Employee		\$2,380.76				
			PERS	Employee/	Employer	\$68,074.19	\$27,579.18	\$40,495.01		
			AFLAC	Employee						
			PERS Medical	Employee/	Employer					
			Delta Dental PPO	Employer						
			Delta Dental HMO	Employer						
			VSP Vision	Employer						
			Standard Self Admin	Employee/	Employer	\$2,374.20				
			Standard Life Optional	Employee						
			TOTALS			\$144,760.65	\$70,724.97	\$47,566.04		
DEDUCTION GRAND TOTALS										
-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5411.59	\$257,655.98	125	I-125	\$1,236.14		FED W/H	\$ 329,208.09	\$ 36,074.76	
PTRG	1887.42	\$46,098.40	129	I-129	\$192.31		ST WH CA	\$ 329,208.09	\$ 13,654.50	
PHEO	107.00	\$3,488.01	AFP	AFLPT	\$81.57		MEDI	\$ 365,315.80	\$ 5,297.11	\$ 5,297.11
ABST	38.14	\$0.00	CMP	CLOAN	\$48.08					
INJY	2.50	\$138.88	CS1	CS-C0	\$230.76					
OT	43.00	\$2,115.37	DC%	DCR%	\$107.83					
OTS	203.50	\$18,876.76	DC2	DCPR	\$400.00					
STBY	6.00	\$573.96	DCI	DCICM	\$1,970.00					
MOT	0.00	\$115.14	DCM	DCICM		\$958.00				
CAR	0.00	\$750.00	DCN	DCNW	\$2,355.04					
PPHC	0.00	\$3,375.44	DCP	DCPRS	\$1,980.76					
SKIL	0.00	\$111.10	DD1	DPPO1		\$420.75				
MEDR	0.00	\$7,775.00	DD2	DPPO2		\$296.10				
SPAS	0.00	\$1,625.96	DD3	DPPO3		\$697.95				
SPSK	0.00	\$138.06	DD4	DDMO1		\$46.26				
OCWD	0.00	\$350.00	DD5	DDMO2		\$13.89				
OCWE	0.00	\$200.00	DD6	DDMO3		\$102.75				
UNIF	0.00	\$200.00	DI%	DCI%	\$256.50					
UNI2	0.00	\$75.00	DIS	DISAF	\$65.48					
RTRO	0.00	\$201.49	DLI	DCLIC	\$586.04					
ADML	68.00	\$3,778.32	LEA	LAEAD	\$360.00					
COMP	13.58	\$518.54	LIF	LIFE	\$288.13					
EAU	60.00	\$3,442.62	LTD	A LTD	\$99.54					
EAA	12.00	\$0.00	MED	MDINS	\$6,665.53	\$34,945.79				
COMA	78.25	\$0.00	PBB	PRSB4	\$481.97					
FLHO	13.00	\$845.26	PN1	PEPME	\$8,162.70					
SICK	216.63	\$9,655.31	PN2	PEPMR		\$8,289.11				
VAC	65.81	\$2,961.94	PN3	PEPSE	\$9,690.86					
POST7	0.00	\$3,089.20	PN4	PEPSR		\$9,697.93				
POST8	0.00	\$282.18	POS	POAS	\$1,466.77					
RTBS	0.00	\$5,000.00	PRO	PRM8	\$2,750.61					
		\$10,000.00	PR2	PRSMR		\$10,389.36				
		\$250.00	PR4	PRSSR		\$12,118.61				
		\$55.00	PR5	PRSB4	\$618.55					
			PR6	PRSAF	\$2,543.50					
			PR7	PRMB4	\$666.00					
			PR8	PRMAF	\$1,771.58					
			PR9	PRSCC	\$830.17					
			RTP	RT-PT	\$1,773.92	\$1,773.92				
			SUR	SURVI	\$63.24					
			VS1	VIS1		\$122.36				
			VS2	VIS2		\$76.30				
			VS3	VIS3		\$ 164.64				
Totals	\$ 8,226.42	\$ 383,742.92			\$ 47,743.58	\$ 80,113.72		\$ 55,026.37	\$ 5,297.11	

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Approval of Minutes

SUMMARY

Approve the City Council Special minutes of February 18, 2025, and the Adjourned Regular Minutes of March 24, 2025.

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Funds for this project in the amount of \$xx have been designated in the adopted Fiscal Year 2023-24 budget, account number xx-xxx-xxx.

or.

This project is unfunded. Staff is requesting an appropriation of \$xxx from the General Fund to fund this project. (*Note: an allocation should be included in the recommendation)

Attachment: 1. CC MINS 02-18-25 - Special
 2. CC MINS 03-24-25

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING Tuesday, February 18, 2025

1. CALL TO ORDER

The City Council met in Regular Session at 6:10 p.m., Tuesday, February 18, 2025, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael S. Daudt, City Attorney
Matthew Lightener, Management Analyst
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk/Dir. of Communications
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 Hasselbrink opened Oral Communications. There being no one present wishing to speak, Mayor Hasselbrink closed Oral Communications.

4. SPECIAL ORDER OF THE DAY

A. Interviews and Appointments for City Commissions

This report provides relevant information by which the City Council may interview and appoint members to City Commissions.

City Clerk Quintanar provided an update on the applicants for Council's consideration. Incumbents Mary Ann Cuiity, Bruce Murphy, and, Elvester Richardson were unavailable and submitted applications for consideration.

1. Mayor Hasselbrink and the City Council interviewed the following applicants:

Personnel Appeals Commission

Cathie Salai (incumbent)
Catherine Manning
Donisha Quiller
Melinda Tolmosoff

Planning Commission

Shannon Griego
Dean Grose
Linda Heichman
Donisha Quiller
Melinda Tolmosoff

2. Consider Commission Incumbent in lieu of an interview; and,

Planning Commission

Mary Anne Cuiilty (incumbent)

Personnel Appeals Commission

Bruce Murphy (Traffic incumbent)
Elvester Richardson (incumbent)

City Clerk Quintanar referred to the Indications of Support and requested the Council complete and submit the form.

City Clerk Quintanar read the following indications of support for the Personnel Appeals Commission: Catherine Manning – 5; Bruce Murphy – 1; Elvester Richardson – 4; Donisha Quiller – 4; Cathie Salai – 1; and, Melinda Tolmosoff – 4.

Motion/Second: Doby/Hibard

Unanimously Carried: The City Council appointed Catherine Manning, Elvester Richardson, Donisha Quiller, and Melinda Tolmosoff to the Personnel Appeals Commission, with one term expiring December 2026, and 3 terms expiring December 2028, to be decided by the Commission at its next meeting.

City Clerk Quintanar read the following indications of support for the Planning Commission: Mary Anne Cuiilty – 5; Shannon Griego – 5; and, Linda Heichman – 4.

Motion/Second: Doby/Hibard

Unanimously Carried: The City Council appointed Mary Anne Cuiilty, Shannon Griego, and Linda Heichman to the Planning Commission, with three-year terms expiring December 2027.

5. CLOSED SESSION

Mayor Hasselbrink announced there would be no Closed Session.

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Section 54956.9 of the California Government Code: *Los Alamitos Luxury Apartments* v. City of Los Alamitos, Orange County Superior Court Case No. 30-2023-01309111-CU-BC-CJC.

6. ADJOURNMENT

The City Council adjourned at 6:08 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

ADJOURNED REGULAR MEETING

March 24, 2025

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 5:30 p.m., Monday, March 24, 2025, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Barbara Biscocho, Finance Manager
Michael Claborn, Chief of Police
Kyle Cain, Orange County Fire Authority Captain
Michael S. Daudt, City Attorney
Kain Gallagher, Police Captain
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Irving Montenegro, Development Services Manager
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk/Dir. of Communications
Jennifer Sisoiev, Recreation Manager
Luke South, Police Captain
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Council Member Hibard led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Doby gave the Invocation.

5. CLOSED SESSION

A. Conference with Legal Counsel - Anticipated Litigation (Administration)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: (One potential case).

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into Closed Session at 5:31 p.m.

Council Member Hibard recused herself.

RECONVENE

The City Council reconvened in Adjourned Regular Session at 5:58 p.m.

City Attorney Daudt stated there was no reportable action.

6. PRESENTATIONS

A. Presentation of Certificates to the Los Alamitos Football Club – 7th Grade Team

Chief Claborn invited the team forward. He recognized high school seniors Jackson Raguse and Taeden Rogers for their volunteer hours and dedication to team. Mr. Raguse and Mr. Rogers spoke briefly.

B. Presentation by Jenna Holcomb of Shining Light Social Media Regarding Discover Los Al

Ms. Holcomb gave a PowerPoint presentation.

2. 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 Hasselbrink opened Oral Communications.

Anne Mallari, Executive Director of WeCare, spoke regarding WeCares focus on preventing homelessness and upcoming fundraisers.

Cathie Salai spoke in opposition to the restriping at Cerritos and Los Alamitos Blvd., expressed concerns with social media outreach and location of the Senior Bread program, and stated support for the Senior Lab through the Orange County Public Library.

Female resident spoke in opposition to the restriping at Cerritos and Los Alamitos Blvd.

Residents, Irma, Frank and Maggie Marchese, and Kristina spoke in opposition to the restriping on Lexington.

Mayor Hasselbrink 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 Hasselbrink spoke regarding the upcoming Arbor Day and Spring Carnival events. She reported attendance at the following Orange County Business Council Red Carpet Award Ceremony, Airport Land Use Commission Board Meeting, League of California Cities Women’s Caucus, Race on the Base, Americana Awards, and Orange County Fire Authority Ad Hoc Committee. She thanked Staff for the monthly newsletter, The Los Al Loop.

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 a billing error for the Los Alamitos Education Foundation that was identified by staff and in the process of being corrected, provided an update on the traffic study at Cerritos and Los Alamitos Blvd., and stated he would be a panelist to discuss planning and growing a community.

Mayor Pro Tem Doby highlighted the significance of being invited to share our best practices with larger cities such as Anaheim, Santa Ana, and Mission Viejo.

10. WARRANTS

a. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from February 1, 2025, to February 28, 2025.

Motion/Second: Doby/Hibard

Unanimously Carried: The City Council ratified the Warrants from February 1, 2025, to February 28, 2025, for \$2,189,700.39.

Roll Call

Mayor Hasselbrink	Aye
Mayor Pro Tem Doby	Aye
Council Member Hibard	Aye
Council Member Loe	Aye
Council Member Nefulda	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.

City Manager Simmons requested a clerical correction on Item 11F. City Attorney Daudt Stated that Resolution No. 2025-07 should have section 4 removed.

City Council Regular Minutes
March 24, 2025
Page 3 of 7

Council Member Hibard pulled Item 11B and 11D.

Motion/Second: Hibard/Doby

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

A. Approval of Minutes (Administration)

Approved the City Council Regular Minutes of February 18, 2025.

C. Award Professional Services Agreement with Rogers, Anderson, Malody, & Scott, LLP for Auditing Services (Finance)

This report seeks consideration of a Professional Services Agreement with Rogers, Anderson, Malody & Scott (RAMS) for auditing services in the amount of \$61,860.

The City Council authorized the Mayor to enter into a Professional Services Agreement (PSA) with Rogers, Anderson, Malody & Scott, LLP (RAMS) in an amount not to exceed \$61,860 for auditing services for a three-year contract for FY2024- 25, 2025-26, and FY2026- 27.

E. Request for Additional Appropriation of Funds for Labourdette Park Project (CIP 24/25-02) (Development Services)

This item requests authorization to appropriate additional funds in the amount of \$650,000 for the Labourdette Park Project (CIP 24/25-02).

The City Council appropriated an additional \$650,000 to the Labourdette Park Project (CIP 24/25-02) from the General Fund, which will result in a project total of \$1,350,000.

F. Resolution No. 2025-07 - Caltrans Local Assistance Procedures Manual (Development Services)

This item recommends adopting Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10 Consultant Selection - Section 10.1: Federally Funded Architectural and Engineering (A&E) Contracts.

The City Council adopted Resolution No. 2025-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION."

G. Resolution No. 2025-08 - Standard Specifications and Engineering Standards for Construction (Development Services)

This item recommends adopting the 2024 Standard Specifications for Public Works Construction, commonly known as the "Green Book," as the City's Public Works construction standards.

The City Council approved Resolution No. 2025-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA APPROVING STANDARD SPECIFICATIONS AND ENGINEERING STANDARDS FOR

CONSTRUCTION."

H. Orange County Transit Authority Project V Extension (Development Services)

The City of Los Alamitos is requesting an extension for the Orange County Transit Authority (OCTA) Project V - Community-Based Transit Circulator Program Project.

The City Council authorized the City Manager to sign and submit a letter to the Orange County Transit Authority (OCTA) requesting an extension in the Project V - Community-Based Transit Circulator Project.

End of Consent Calendar

Items Pulled from Consent Calendar

B. Annual Comprehensive Financial Report for June 30, 2024 (Finance)

The fiscal year 2023-24 audit reports are presented for the Council's receipt and consideration.

City Manager Simmons introduced the item and stated that these documents have continually won the Awards of Excellence, the most recent being last year.

Finance Director Koehler summarized the staff report.

Council Member Hibard and Staff discussed the following topics: processing of business license tax through HdL and staff enforcement, onboarding processes for new businesses in Los Alamitos, market conditions impact on investment income, and, the staffing impact on journal entries and bank reconciliation.

Motion/Second: Doby/Nefulda

Unanimously Carried: The City Council received and filed the Fiscal Year 2023-24 audit reports.

D. Resolution No. 2025-09 - 2025 Legislative Platform (Recreation)

The City of Los Alamitos' 2025 Legislative Platform provides program procedures for the City to effectively participate in the legislative process.

City Manager Simmons summarized the Staff report.

Motion/Second: Doby/Hibard

Unanimously Carried: The City Council adopted Resolution No. 2025-09, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE CITY OF LOS ALAMITOS 2025 LEGISLATIVE PLATFORM."

12. DISCUSSION ITEM

A. Resolution No. 2025-10 – Economic Development Strategic Plan (EDSP) (Development Services)

The City of Los Alamitos Economic Development Strategic Plan is a five-year (2025- 2030) plan with four core goals. Included in the plan are strategic priorities, several sub-priorities, and actions that support these goals, and they were developed through the collaboration of City Council members, city staff, and community stakeholders. A draft Economic Development Strategic Plan report is provided.

City Manager Simmons introduced the item. Development Services Director Noda and Development Services Manager Montenegro introduced John Andrews, Jacob Green and Associates, who provided a PowerPoint presentation.

Council and Staff discussed the following:

- Council's support for maintaining green space
- Possibility of doing a land swap for Laurel Park for park space in a more conducive location for residents and parking, and freeing up Laurel Park for mixed-use development
- Portion of Laurel Park was included in the City's RHNA inventory
- Opposition to additional homes and traffic on Katella
- Goal is to have a general Council-approved idea that will ensure Los Alamitos maintains its character and the community is not heavily impacted
- Support for adding parking at Laurel Park to allow for more community utilization
- Goal to maximize the amenities already established in the community
- Developers will invest in communities that already have Council approved plans
- Support for working with property owners to learn what they need and how that compares to what the City needs
- Concern this plan does not benefit the residents
- Resident benefits from the long-term vision of sustainable growth because continued revenue allows the City to continue providing essential services (i.e. park maintenance, Police department, facility improvements, road maintenance)

Council Member Hibard stated uncertainty regarding the benefits for the residents.

Motion/Second: Doby/Nefulda

Carried 4/1 (Hibard voted no): The City Council:

1. Received and discussed the presentation of the Los Alamitos Economic Development Strategic Plan (EDSP); and,
2. Adopted Resolution No. 2025-10, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS ECONOMIC DEVELOPMENT STRATEGIC PLAN DATED MARCH 24, 2025".

13. COUNCIL ANNOUNCEMENTS

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

Council Member Hibard stated she continues to reach out to her neighbors and stated attendance at the Swearing-In Ceremony of Derek Tran and the American Awards.

Council Member Nefulda spoke regarding attendance at the Orange County Sanitation District Board Meeting, West-Comm Board Meeting, Los Alamitos Unified School District and City Working Group meeting, Reopening of Sterns Park, and construction at Labourdette Park. He stated support for increased park space.

Council Member Loe spoke regarding attendance at the Orange County Business Council Red Carpet Award event and Cal Cities Legislative Update. He stated he continues to meet with his neighbors and stated support for park space.

Mayor Pro Tem Doby spoke regarding attendance at the Association of California Cities – Orange County Executive Board meeting, Orange County Sanitation Districts Board meeting, Southern California Association of Governments (SCAG) New Member Orientation, Orange County Business Council Red Carpet Award event, Orange County Transportation Authority construction update, SCAG Board meeting, Los Alamitos Unified School District and City Working Group meeting, Americana Awards, Advocacy trips to Sacramento, and Orange County Mosquito and Vector Control District Board meeting. She stated that information regarding the Orange County Public Library is available on the City's website and is shared on social media outlets.

14. ADJOURNMENT

The City Council adjourned at 8:13 p.m. to Monday, April 28, 2025, at 6:00 p.m.

Attest:

Shelley Hasselbrink, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10B

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Daudt, City Attorney

**Subject: Resolution No. 2025-14 - Extending a 5-year Franchise Renewal to
Crimson California Pipeline L.P.**

SUMMARY

Consideration of Resolution No. 2025-14, granting a 5-year franchise extension to Crimson California Pipeline L.P.

RECOMMENDATION

Adopt Resolution No. 2025-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A FIVE (5) YEAR EXTENSION TO THE TERM OF THE CRIMSON CALIFORNIA PIPELINE, L.P., FRANCHISE TO LAY AND USE PIPELINES FOR THE TRANSPORTATION OF OIL AND OIL PRODUCTS IN, UNDER, ALONG, AND ACROSS PUBLIC STREETS."

BACKGROUND

Two of the pipelines under City streets are currently franchised to transport and/or distribute products through the City. The pipelines are licensed to use the City's roads via a Franchise Agreement. The pipeline in question travels from Hawaiian Gardens south on Los Alamitos Boulevard near the High School to Cerritos and then travels west on Cerritos Avenue past the bridge and out of the City. There is a total of 3,486 ft of 8" Line (less than a mile) within the City of Los Alamitos City Limits.

Crimson Pipeline, the parent company to Cardinal Pipeline and successor in interest to the 1994 Shell Oil Company Franchise, originally requested approval of a new agreement to replace its expired agreement in 2011. At that time and in compliance with the Franchise Act of 1937 and Los Alamitos Municipal Code Section 12.10.060, the City Council adopted Resolution No. 2010-25, setting the Public Hearing to consider the franchise on January 17, 2011, a Public Hearing was held on January 18, 2011, and continued to February 7, 2011, Ordinance No. 11-03 granting the franchise was introduced at the February 7, 2011, Council meeting, and subsequently adopted at the February 22, 2011, Council meeting.

The current 15-year Franchise Agreement was granted to Crimson California Pipeline, L.P. will expire on May 1, 2025. Crimson has submitted a written request to extend the franchise for five years. At the city's sole discretion, this would be one of three available extensions.

DISCUSSION

The Franchise Agreement has been granted in the form of Ordinance No. 11-03. The agreement is for 15 years with optional three- or five-year extensions at the City's sole discretion. Crimson has continued to maintain a bond throughout the agreement term and is current on all franchise fee payments and all requirements of the franchise agreement.

Resolution No. 2025-14, will provide the first of three possible franchise agreement extensions for 5-years.

FISCAL IMPACT

This franchise agreement provides the City with annual franchise fees in the amount of \$1,595 in Fiscal Year 2024-25. There is an annual Consumer Price Index increase built into the franchise agreement.

- Attachment:
1. Resolution No. 2025-14 -Extension of Crimson California Pipeline Franchise
 2. Renewal Request from Crimson California Pipeline

RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A FIVE (5) YEAR EXTENSION TO THE TERM OF THE CRIMSON CALIFORNIA PIPELINE, L.P., FRANCHISE TO LAY AND USE PIPELINES FOR THE TRANSPORTATION OF OIL AND OIL PRODUCTS IN, UNDER, ALONG, AND ACROSS PUBLIC STREETS

WHEREAS, on February 7, 2011, the City Council adopted Ordinance No. 11-03 granting to Crimson California Pipeline, L.P. (“Crimson”) a non-exclusive franchise to lay and use pipelines for the transportation of oil and oil products for a period of twenty (20) years (the “Franchise”), which is incorporated herein by reference; and

WHEREAS, the Franchise will expire on May 1, 2025, unless extended. At the request of Crimson, the Franchise may be extended for up to three (3) five-year extensions subject to the approval by the City in its sole discretion; and

WHEREAS, on January 16, 2025, Crimson submitted a written request to the City to extend the Franchise for the first of three possible five-year extensions.

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

SECTION 1. That the recitals set forth are true and correct and are incorporated herein as if set forth in full.

SECTION 2. That the City Council hereby approves the first of three possible five-year extensions to the Franchise. As approved by this action, the Franchise term shall extend to May 1, 2030. Pursuant to the Franchise, Crimson may request up to two additional five-year extensions prior to the expiration of the Franchise term.

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution and is directed to provide written notice of its approval of the requested Franchise extension to Crimson.

PASSED, APPROVED, AND ADOPTED this 28th day of April 2025.

Shelley Hasselbrink, 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 28th day of April, 2025, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk



Received
JAN 23 2025
City Clerk's office
City of Los Alamitos

January 16, 2025

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

RE: Extension of Franchise, Ordinance No. 11-03

Attn: City Clerk:

Crimson California Pipeline, L.P. would like to formally request to extend our Franchise Ordinance No. 11-03 for the first of three five-year extensions as allowed for in the Franchise. Please contact me at 562-822-5656 or by email at jkohn@crimsonpl.com

Kind Regards,

A handwritten signature in blue ink, appearing to read "Jeffrey Kohn", with a stylized flourish at the end.

Jeffrey Kohn
Land and Right of Way Manager

Enclosure: Ordinance No. 11-03

ORDINANCE NO. 11-03

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY LOS ALAMITOS GRANTING A FRANCHISE
TO CONSTRUCT AND USE AN OIL PIPELINE TO
CRIMSON CALIFORNIA PIPELINE, L.P.**

WHEREAS, on May 9, 1994, the City of Los Alamitos ("City") had pursuant to Ordinance No. 574 granted to Shell Oil Company, a Delaware corporation, together with its successors and assigns ("Shell"), a 15 year franchise for an oil pipeline depicted in Exhibit "A" of the Ordinance and described as the Shell 8" Brea Crude Oil Pipeline ("pipeline") and;

WHEREAS, on May 1, 2005, Equilon Enterprises LLC, dba, Shell Oil Products US sold all of the assets covered by this agreement to Cardinal Pipeline, L.P.; and,

WHEREAS, on May 1, 2005, the City and Cardinal Pipeline, L.P. entered into an Agreement for Transfer of Oil Pipeline Franchise, transferring the ownership of Ordinance No. 574 from Equilon enterprises LLC to Cardinal Pipeline, L.P; and

WHEREAS, Ordinance No. 574 expired on March 1, 2009, although the City and Cardinal Pipeline L.P. continued to abide by the terms of Ordinance No. 574 during the period from March 1, 2009 to September 2010; ("holdover period") and

WHEREAS, on June 25, 2010 Crimson Pipeline L.P., the parent company to Cardinal Pipeline, L.P. requested a new franchise for Cardinal; and

WHEREAS, on December 6, 2010 The Los Alamitos City Council adopted Resolution 2010-26 setting a Hearing Date for January 18, 2011; and

WHEREAS, on January 18, 2011 the Los Alamitos City Council opened the Public Hearing and continued to February 7, 2011; and

WHEREAS, on May 1, 2005, Crimson California Pipeline, L.P. purchased the pipeline operated by Shell under Ordinance No. 1.10.59; thus, the City wishes to grant an oil pipeline Franchise to Crimson; and

WHEREAS, pursuant to Chapter 2 of Division 3 of the California Public Utilities Code (commencing with Section 6201, "Chapter 2"), the State of California authorizes cities to issue franchises with terms and conditions, so long as those terms and conditions are not in conflict with the standards set forth therein; and

WHEREAS, among other things, Chapter 2 regulates the manner of granting a franchise, the application process, the amount of the fee to be paid to the city, and;

WHEREAS, the terms of this franchise are not in conflict with Chapter 2, and are in the public interest; and

WHEREAS, Chapter 12.10 of the Los Alamitos Municipal Code establishes procedures for the adoption of a franchise;

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

SECTION 1. NATURE OF FRANCHISE. The City of Los Alamitos hereby grants a non-exclusive Franchise to Crimson California Pipeline, L.P., a California limited partnership (hereinafter referred to as "Grantee"), for a period of twenty (20) years from and after May 1, 2005 ("Effective Date"), to lay and use pipelines, not to exceed twenty-four (24) inches in internal diameter, for the transportation of oil and products thereof, in, under, along and across the public streets, highways, and alleys (collectively "streets"), in the City of Los Alamitos (hereinafter referred to as "City"), as described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Franchise"). The Grantee may request, by written notice, up to three (3) five (5) year extensions to the term of this Franchise prior to its expiration, as may be extended from time to time. Such extensions shall be subject to approval by the City in its sole discretion. The City shall provide written notice to the Grantee of its approval or disapproval of any extension request.

This Franchise is hereby granted to Grantee, under and in accordance with the provisions of the Franchise Act of 1937 and the City's Municipal Code. This Franchise shall include the right, for the period and subject to the conditions hereof, to so maintain, operate, repair, renew, and change the size of the pipeline system, if any, of Grantee, as already laid and constructed in said streets.

The terms and conditions of this Franchise shall also apply to any pipe or other facilities of Grantee which are located within the right of way of any road or highway at the time such road or highway becomes a City highway.

The granting of this Franchise is expressly conditioned upon payment of all franchise fees due and owing from May 1, 2005, to the date of adoption of this Ordinance.

SECTION 2. APPURTENANCES. The Grantee shall have the right, subject to the prior approval of the City Engineer, to construct and maintain such traps, manholes, conduits, valves, appliances, attachments, and appurtenances (hereinafter for convenience collectively referred to as "appurtenances"), as may be necessary or convenient for the proper maintenance and operation of the pipelines under the Franchise. Said appurtenances shall be kept flush with the

surface of the streets and so located as to conform to any order of the City Engineer in regard thereto and not to interfere with the use of the street for travel. The Grantee shall have the right, subject to such ordinances, rules, or regulations as are now or may hereafter be in force, to make all necessary excavations in said highways for the construction and repair of said pipelines and appurtenances subject to the prior approval of the City Engineer. Such approval may be conditioned by the City Engineer, including, without limitation, the issuance to Grantee of certain encroachment permits.

SECTION 3. LOCATION OF PIPELINES. So far as is practicable, any pipelines thereafter laid shall be located along the edge or shoulder of the streets or in the parking areas adjacent thereto so as not to unreasonably disturb the flow of traffic and where possible shall be laid in the unpaved portion of the street.

If the pipelines shall be laid across or along the paved portion of a street, the repair of the street, after the pipelines have been laid, shall be made by the Grantee within ten (10) days of the completion of the laying of such pipeline, at the expense of the Grantee and in accordance with all applicable provisions of the City's Municipal Code and any other generally applicable policy or procedure established by Los Alamitos pertaining to street excavations, and all other applicable laws.

SECTION 4. CONSTRUCTION OF PIPELINES.

A. Terms of Construction. The pipelines and appurtenances laid, constructed or maintained under the provisions of this Franchise shall be installed, maintained, and inspected by the Grantee in a satisfactory, safe, and workmanlike manner, of good material, and in conformity with all ordinances, rules, or regulations now or hereafter adopted or prescribed by the City Council, State, or Federal authorities.

B. Restoration of Streets. The work of laying, constructing, maintaining, operating, renewing, repairing, changing and moving any of the pipeline system contemplated by this Franchise and all other work in exercise of this Franchise shall be performed in compliance with all applicable provisions of the City's Municipal Code pertaining to street excavations and restoration, including but not limited to the City's encroachments ordinance, and any current or future generally applicable policies, and other applicable laws and shall be conducted with the least possible hindrance or interference to the use of City roads by the public or by the City of Los Alamitos, and Grantee shall provide all necessary warning, safety and traffic control devices as are or may be required by City, County, State or Federal regulations. All excavations shall be back filled and adequately compacted. The surface of City roads shall be placed in a condition that is as good and as serviceable as existed at the beginning of this work and must be to the satisfaction of the City Engineer. If the City has an applicable road restoration ordinance, policy or other standard, then the City

Engineer's discretion shall be consistent with that ordinance, policy, or other standard.

SECTION 5. MAPS AND DATE TO BE FURNISHED. Within ninety (90) days following the date in which any pipelines or additional pipelines have been laid or constructed under this Franchise, the Grantee shall file a map in such form as may be required by the City Engineer showing the accurate location and size of all its facilities then in place, and shall, upon installation of any additional facilities or upon removal, change or abandonment of all or any portion thereof, file a revised map or maps showing the location and size of all such additional and/or abandoned facilities as of that date. If cathodic protection is to be used for facilities installed or maintained pursuant to this Franchise, a description of all the protective devices shall be furnished to the City Engineer which shall show the location and types of anodes, including a description of methods to be used as protection against corrosion and electrolytic leakage.

SECTION 6. COMPENSATION TO THE CITY

A. Amount of Franchise Fee. As consideration for the Franchise hereby granted, the Grantee shall pay a Franchise Fee to the City. The Franchise Fee shall be paid annually to the City in lawful money of the United States within sixty (60) days after the end of each calendar year. The payments due to the City shall be computed as follows:

The length of the pipe expressed in feet located within the franchised area, rounded to the nearest foot shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (B), in accordance with the following schedule:

Pipe (internal diameter in inches)	Size	Base rate per lineal foot
0 – 4		\$0.088
6		0.132
8		0.176
10		0.220
12		0.264
14		0.308
16		0.352
18		0.396
20		0.440
22		0.484
24		0.528
26		0.572
28		0.616
30		0.660

For pipelines with an internal diameter not listed above, the Fee shall be in the same proportion to the Fee of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

B. Computation of Payments. Such payments shall be computed from the Effective Date of this Franchise, to and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment "in place" authorized by the City, and until the Grantee shall have fully complied with all the provisions of this Franchise and of all other applicable provisions of law or ordinance relative to such abandonments. All such payments shall be made payable to the City, and shall be supported by the Grantee's verified statement concerning the computation thereof. In the event of installation or abandonment of facilities with the approval of the City as elsewhere in this Franchise provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due to the City or occupancy of the streets by such facilities shall be prorated for the calendar year in which such installation, removal or abandonment occurs as of the end of the calendar month in which installed, removed or abandoned.

Provided, however, that the amount of each annual payment shall be computed and revised each calendar year as follows:

(1) The applicable base rate shall be multiplied by the Consumer Price Index (CPI-U), All Items for the Los Angeles-Riverside-Orange County areas, as published by the United States Department of Labor, Bureau of Labor Statistics for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 100.0. Under no circumstances shall the multiplying factor be less than one.

(2) If the United States Department of Labor, Bureau of Labor Statistics discontinues the preparation or publication of a Consumer Price Index for the area, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the City shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this Section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the City shall be final and conclusive.

(3) If said Bureau revises the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

C. Right of Inspection. The City shall have the right to inspect Grantee's pipeline records relating to its annual report and to audit and recompute any and all amounts payable under this Franchise. Costs of audit

shall be borne by Grantee when audits result in an increase of more than five percent of Grantee's annual payments due the City. Acceptance of any payment shall not be construed as a release, waiver, acquiescence, or accord and satisfaction of any claim the city may have for further or additional sums payable under this Ordinance or for the performance of any other obligation hereunder.

D. Granting Fee. In consideration for the granting of this Franchise, and to reimburse the City for its administrative expenses in preparing and approving the Franchise documents, Grantee shall pay the City Twelve Thousand Five Hundred (\$12,500.00) within thirty (30) days of the date the City Council approves this Franchise.

SECTION 7. EMERGENCY PREPAREDNESS.

A. Equipment and Crews. At all times during the terms of this Franchise, the Grantee shall maintain on a twenty-four (24) hour-a-day basis a fully-operational computer-aided system, such as Supervisory Control and Data Acquisition (SCADA), or a similar system designed for the purpose of controlling and monitoring rates of flow, pressures and fluid characteristics or provide adequate emergency equipment and a properly trained emergency crew or representatives within a radius of fifteen (15) miles from any facilities installed or maintained pursuant hereto for the purpose of shutting off the pressure and the flow of contents of such facilities in the event of an emergency resulting from any earthquake, act of war, civil disturbance, flood or other cause.

B. Plans. Within ninety (90) days of the effective date of this Ordinance, Grantee shall submit an emergency preparedness plan. Grantee shall obtain approval from the City Engineer of the plan, and update it to the satisfaction of the City Engineer.

SECTION 8. REPAIRS. Grantee shall pay to City on demand the cost of all repairs to City property made necessary by any of the operations of Grantee under the Franchise, provided however that Grantee may make repairs to streets, sidewalks, curbs and gutters itself at its own cost in accordance with City specifications, if the same can be done without undue inconvenience to the public use of the streets.

SECTION 9. REARRANGEMENT OF FACILITIES.

A. Expense of Grantee.

(1) If any of the Grantee's facilities, in the discretion of the City, shall endanger the public in the use of the public streets or interfere with or obstruct the use of any street by the public or for public purpose, the City shall have the right to require the Grantee, and the Grantee shall move, alter or relocate the same (hereinafter called "rearrangement") to avoid such danger interference or obstruction, in conformity with the written notice of the City Engineer, at the Grantee's sole expense.

(2) Whenever, during the existence of this Franchise, the City, any water, electric, gas or other utility system now or hereafter owned or operated by the City, or any community facilities or assessment district, or similar agency established by the City, shall change the grade, width, alignment or location of any street, way, alley or place or improve any said street in any manner, including but not limited to the laying of any sewer, storm drain, conduits, gas, water or other pipes, pedestrian tunnels, subway, viaduct or other work of the City (the right to do all of which is specifically reserved to the City without any admission on its part that it would not otherwise have such rights), the Grantee shall, at its own cost and expense, do any and all things to effect such change in position, or location, in conformity with the written approval of the City Engineer, including without limitation the acceptance of encroachment permits, and the removal or relocation of any facilities installed, if and when made necessary by the determination of the City Engineer.

B. Expense of Others

(1) The City shall also have the right to require the Grantee to rearrange any part of the Grantee's facilities for the accommodation of any private person, firm, or corporation. When such rearrangement is done for the accommodation of any private person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall deposit with the Grantee funds in an amount as, in the reasonable discretion of the Grantee, shall be required to pay the costs of such rearrangement.

(2) The rearrangement referred to in subsection (1) of Subsection B of this Section shall be accomplished in conformity with the written notice of the City Engineer.

C. Rearrangement of the Facilities of Others. Nothing in this Franchise contained shall be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation now or hereafter owning a public utility system of any type or nature, or to move, alter or relocated any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee.

D. Notice. The Grantee shall be given not less than ninety (90) days written notice of any rearrangement of facilities that the Grantee is required to make herein. Such notice shall specify in reasonable detail the work to be done by the Grantee and shall specify the time that such work is to be accomplished. In the event that the City shall change the provisions of any such notice given to the Grantee, the Grantee shall be given an additional period not less than ninety (90) days to accomplish such work.

SECTION 10. REMOVAL OR ABANDONMENT OF FACILITIES. At the time of expiration, revocation or termination of this Franchise or the permanent discontinuance of the use of its facilities, or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City Engineer to either: (1) abandon all, or a portion, of such facilities in place, or (2) remove all, or a portion, of such facilities as the City Engineer, in his discretion, shall consider to be appropriate. Such application shall describe the facilities desired to be abandoned by reference to the map or maps required by Section 5 of this Ordinance and shall also describe with reasonable accuracy the relative physical condition of such facilities. Thereupon, the City Engineer shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected and shall then notify the Grantee, according to such requirements as shall be specified in the City Engineer's order, and within ninety (90) days thereafter, to either:

- (a) Remove all or a portion of such facilities, or
- (b) Abandon in place all or a portion of such facilities.

If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the City Engineer may make additional appropriate orders, including, if he deems desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements.

A request of the Grantee to abandon in place any facilities shall be deemed an offer of transfer of such facilities to the City and by resolution authorizing Grantee to abandon any facility in place, the City shall succeed to all right, title and interest of Grantee in said facilities.

SECTION 11. COMPLETION OF WORK. If Grantee fails to commence any work or act and diligently proceed or complete any such act or work required of the Grantee by the terms of this Franchise within the time limits required hereby, the City may cause such act or work to be completed by the City or, at the election of the City, by a private contractor. The City agrees that, to the extent reasonably possible, any work by the City or its private contractors shall be performed in a manner that does not cause damage to Grantee's facilities or disruption to the transportation of oil and other petroleum products through Grantee's pipeline system. In the event the City causes such act or work to be completed by the City or a private contractor, the City shall send an itemized bill to Grantee. Within ten days (10) of receipt of the bill, Grantee shall either pay the bill in writing plus an amount equal to fifteen percent (15%) thereof for overhead, or detail in writing to the City Manager why such bill is inappropriate. If Grantee timely provides this statement to the City, the City Manager shall consider Grantee's statement, and shall notify Grantee in writing of the City Managers determination. If Grantee determines that the City Manager's determination was

incorrect, Grantee may bring an action in court challenging that decision. Regardless of Grantee's position on the accuracy of the City Manager's decision, Grantee shall pay all amounts determined by City Manager within 10 days of receipt of City Manager's determination.

SECTION 12. RECOVERY OF COSTS OF REPAIRS AND UNPAID FEES. If the Grantee has not paid the City for such fees and expenses incurred by or payable to the City as hereinabove set forth, the City may take any and all reasonable enforcement actions, including, but not limited to, ordering that the charge(s) be assessed against the property of the Grantee in the City, that liens be imposed on said property, instituting collection proceedings, and instituting franchise default proceedings.

SECTION 13. BOND. Grantee shall, within thirty (30) days of the Effective Date of this Franchise, file with the City Clerk, and yearly thereafter, maintain in full force and effect, a bond of the required amount for the benefit of the City, with a surety to be approved by the City Finance Director. The bond shall be surety that the Grantee shall, will and truly observe, fulfill, and perform each and every term and condition of this Franchise, and in case of a breach of condition of said Franchise, at the discretion of the City Council, the whole amount of the penal sum therein shall be paid to the City in addition to any damages recoverable by the City and shall be recoverable from the principal and sureties of the bond. If said bond is not so filed, Grantee agrees and acknowledges that the award of this Franchise will be set aside and any money paid therefore will be forfeited.

For the first eight years from the Effective Date, the amount of the bond shall be Fifty Thousand Dollars (\$50,000.00). For each five year period thereafter, the amount of the required bond shall increase by 20%, compounded at each five year interval.

Whenever a bond is taken and deemed to be liquidated damages for any breach of a term or condition of this Franchise, the Grantee must immediately file another bond of like amount and character, and if the Grantee fails to do so within the time set by the City Council, the Council may, by resolution, declare said Franchise automatically forfeited.

Nothing herein shall insulate Grantee from liability in excess of the amount of said bond or shall be construed as a waiver by the City of any remedy at law against the Grantee for any breach of the terms and conditions of this Franchise, or for any damage, loss or injuries suffered by the City in case of any damage, loss or injury suffered by any person, firm, or corporation by reason of any work done or any activity conducted by the Grantee in the exercise of this Franchise.

SECTION 14. INSURANCE.

A. Within thirty (30) days of the Effective Date of this Franchise, Grantee shall furnish proof that the Grantee is insured under a broad form policy of liability insurance issued by a company authorized to do business in California. Such proof may be by one or more certificates of insurance evidencing compliance with the provisions of this Section and the Franchise Ordinance. The City shall approve the form and provisions of the insurance. The insurance policy shall include, but not be limited to, coverage for premises operations, explosion and collapse hazard, underground hazards, contractual insurance; natural disasters, property damage, independent contractors and personal injury, and automobile liability. The insurance shall be maintained in an amount not less than \$5,000,000.00 throughout the term of the Franchise.

B. The City and its officers, agents and employees shall be named as additional insureds on said policy at no cost to the City. Grantee shall also provide workers' compensation coverage consistent with California statutory requirements. The City shall receive thirty (30) days advance written notice of any proposed reduction in coverage of the insurance policies on which it is carried as a named insured, as well as on coverage required to be maintained by this section. Such advance notice shall also be required as to any proposed or actual cancellation of any such policies of insurance. Insurance endorsements of such coverage shall be filed with the City.

SECTION 15. INDEMNIFICATION BY GRANTEE. For all claims relating to activity taken during the times subject to this Ordinance, including any retroactivity dates, the Grantee shall indemnify, defend with counsel selected by the City subject to approval of Grantee whose approval shall not be unreasonably withheld, protect and hold harmless City, its officers, employees, agents, assigns and any successor or successors to City's interest from and against all claims, demands, losses, costs, expenses, penalties, damages of any kind (including but not limited to special and consequential damages, the death of persons, damage to property), attorneys' fees, consultant's and expert's fees and costs ("Liabilities") directly or indirectly arising as a result of the Grantee's exercise of the Franchise or operation of the pipeline system, regardless whether any act or omission complained of is authorized, allowed, or prohibited by the Franchise. This indemnity includes, but is not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other, plan (regardless of whether undertaken due to governmental action) concerning any facilities or equipment or the effects of such facilities or equipment authorized by this franchise, and any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"; 42 U.S.C. § 9601, et seq.] the Resource Conservation and Recovery Act ["RCRA"; 42 U.S.C. § 6901 et seq.] and California Health & Safety Code § 25280 et seq. at any place where Grantee maintains a pipeline for the transportation of substances and liquids pursuant to this Franchise. The foregoing indemnity is intended to (1) supplement and not replace any other indemnity from any source, and (2) operate as an agreement pursuant to Section

107(e) of CERCLA and California Health & Safety Code Section 25364, to assure, protect, hold harmless and indemnify City from liability. Further, Grantee shall indemnify, protect, defend, and hold harmless the city, its officers, officials, employees, and agents against any and all claims, demands, losses, costs, expenses, penalties, damages, or liability of any kind or nature resulting from, or arising with respect to, the award of the franchise, including but not limited to the procedure for accepting and reviewing proposals and the decision of award, negligent or otherwise, including but not limited to a claim of bad faith.

SECTION 16. ASSIGNMENT. Grantee shall not transfer, sell, hypothecate, sublet or assign the Franchise, nor shall any of the rights or privileges therein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, nor shall there be any "Change in Control" (as hereinafter defined) of Grantee, without the prior consent of the City expressed by resolution. The aforesaid provisions of this Section shall not prohibit the Grantee from using its pipelines for the purpose of transporting for other persons oil, petroleum, gas, gasoline or other hydrocarbon substances or water, but in such event the Grantee shall be responsible to the City for the full performance and observance of the terms and conditions of this Franchise.

A. Any sale, lease, assignment or transfer of this Franchise or the rights or privileges granted hereby, or any of them, or any Change in Control of Grantee without the prior written consent of the City Council first having been obtained, whether by operation of law or otherwise, shall be null and void.

B. The City shall not unreasonably withhold its consent to a Franchise transfer or a Change in Control of Grantee. For the purpose of determining whether it shall consent to such transfer, City may inquire into the qualifications of the prospective transferee or controlling party, and Grantee shall assist City in any such inquiry. In seeking City's consent to any change of ownership or Change in Control, Grantee shall have the responsibility of ensuring that transferee completes an application in form and substance reasonably satisfactory to City. An application shall be submitted to City not less than ninety (90) days prior to the date of transfer. The Grantee shall be required to establish that it is in material compliance with its Franchise. The transferee shall be required to establish that it possesses the qualifications and financial and technical capability to operate and maintain the pipeline and comply with all Franchise requirements for the remainder of the term of the Franchise. If the City finds that the legal, financial, character, technical and other public interest qualities of the applicant are satisfactory, and that the proposed transferee has the capability to operate and maintain the system and comply with all Franchise requirements for the then remaining term thereof, the City shall consent to the transfer and assignment of the rights and obligations of such Franchise. The City

may condition the transfer to insure the transferee is in material compliance, and remains in material compliance with the Franchise. Subject to the provisions of Section 16.E below, the City may also condition the transfer upon payment of a transfer fee of Twelve Thousand Five Hundred Dollars (\$12,500.00) to be paid by the transferee to the City.

C. For purposes of Section 16.A above, a "Change in Control" of Grantee shall be deemed to be a transfer requiring the City's consent. "Change in Control" means (i) any merger, consolidation or other reorganization of Grantee in which Grantee, or an affiliate of Grantee, is not the surviving entity, (ii) any transfer or change in ownership of fifty percent (50%) or more of the capital stock, capital accounts, equity interests or memberships, as the case may be, of Grantee, (iii) the acquisition of management control by any owner or new owner of interests in Grantee that previously did not control the management of Grantee, or (iv) the sale of fifty percent (50%) or more of the market value of the assets of Grantee.

D. Notwithstanding the above, Grantee shall be entitled to pledge, encumber, or grant any security interest in the Franchise, provided that Grantee shall first notify and obtain City consent in writing of such proposed transaction. City shall consent to such transaction, subject, however, to the following conditions:

(1) Any consent so granted shall not be deemed a consent to such pledgee, encumbrancer, or secured-party exercising any rights or prerogatives of Grantee under the Franchise, nor to its exercise of any rights or prerogatives of a holder of an ownership interest in Franchise.

(2) Any consent so granted shall not be deemed a consent to any subsequent transfer or assignment as referred to in this Section. Any such subsequent transfer or assignment shall be deemed an assignment of this Franchise within the meaning of this Section, and shall be subject to the provisions of this Section.

(3) The pledgee, encumbrancer, or secured party shall have executed and delivered to City an instrument in writing agreeing to be bound by the provisions of the Franchise.

F. The provisions of this Section shall not apply to Grantee's assignment of rights, duties and obligations under the Franchise to any affiliate of Grantee. As used in this Franchise, the term "affiliate" shall mean an entity controlling, controlled by or under common control with the entity to which the term applies, whether by ownership, contract or voting control. Franchisee and the entity to whom the rights are to be assigned shall sign an assignment and assumption agreement whereby the transferee agrees to be bound by and comply with the terms of this Franchise.

SECTION 17. RECEIVERSHIP AND FORECLOSURE.

A. Subject to applicable provisions of the Bankruptcy Code, the Franchise shall, at the option of the city, cease and terminate one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(1) Such receiver or trustee shall have, within one hundred twenty (120) days after his election or appointment, fully complied with all terms of the Franchise and remedied all breaches of the Franchise or provided a plan for the remedy of such breaches which is satisfactory to the City; and

(2) Such receiver or trustee shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every term, provision and limitation of the Franchise.

B. Upon the foreclosure or other judicial sale of all or a substantial part of a pipeline system, the Grantee shall notify the City Clerk of such fact, and such notification shall be treated as a notification that a change in ownership of the Grantee has taken place and the provisions of this Chapter governing such changes shall apply.

SECTION 18. WAIVER OF BREACH. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this, Franchise by the City shall be construed to be a waiver of any such succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Franchise. No delay or omission of the City in exercising the right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than is herein provided be construed as a waiver of or variation in any of the terms of this Franchise.

SECTION 19. DEFAULT

A. Default. In any event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein, the City Manager may give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within ten (10) business days after such notice is sent or prosecute such work diligently to completion, Grantee agrees and acknowledges that the City Council may declare this Franchise forfeited by giving written notice thereof to the Grantee, whereupon this Franchise shall be void and the rights of the Grantee hereunder

shall terminate and the Grantee shall execute an instrument of surrender and deliver the same to the City.

If the City Council declares this Franchise forfeited, it may thereupon and thereafter exclude the Grantee from further occupancy or use of all City roads authorized under this Franchise. A forfeiture of said Franchise shall not of itself operate to release the bond filed for said Franchise. Upon declaring a Franchise forfeited, the City Council may elect to take and accept the bond as liquidated damages therefor and pursue any other legal remedy for any damage, loss or injury suffered by the City as a result of such breach. After forfeiture, the bond shall remain in full force and effect for a period of one (1) year unless exonerated by the City Council. No bond shall be exonerated unless a release is obtained from the City Engineer of the City of Los Alamitos and is filed with the Clerk of the City of Los Alamitos. The release shall state whether all excavations have been back filled, all obstructions removed, and whether the substratum or surface of City roads occupied or used have been placed in good and serviceable condition. Release shall not constitute a waiver of any right or remedy which the City of Los Alamitos may have against the Grantee or any person, firm or corporation for any damage, loss or injury suffered by the City as a result of any work or activity performed by the Grantee in the exercise of this Franchise.

B. Cumulative Remedies. No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Franchise shall be deemed an exclusive remedy or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedy and procedure herein provided, in addition to those provided by law, shall be deemed to be cumulative.

SECTION 20. SCOPE OF RESERVATION. Nothing herein contained shall ever be construed so as to exempt the Grantee from compliance with all ordinances of the City now in effect or which may be hereafter adopted which are not inconsistent with the terms of this Franchise. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made or as limiting such rights as the City may now or hereafter have in law.

SECTION 21. NOTICE. Any notice required to be given under the terms of this Franchise, the manner of service of which is not specifically provided for, may be served personally or by United States First Class Mail as follows:

- A. Upon the City, by addressing a written notice to the City Clerk of the City of Los Alamitos, City Hall, 3191 Los Alamitos Ave., Los Alamitos, California 93021;

- B. Upon the Grantee, by addressing a written notice to Crimson California Pipeline, L.P., 2459 Redondo Avenue, Long Beach, CA 90806;
- C. For such other address as may from time to time be furnished in writing by one party to the other and depositing said notice in the United States Mail, postage prepaid.

When service of any such notice is made by mail, the time of such notice shall begin with and run from three (3) business days after the date of the deposit of same in the United States Mail.

SECTION 22. SUCCESSIONS. The terms herein shall inure to the benefit of and shall bind, as the case may be, the successors and assigns of the parties hereto, subject, however, to the provisions of Section 16 of this franchise.

SECTION 23. INTERPRETATION. This Franchise is granted upon each and every condition herein contained, and shall be strictly construed against Grantee. Nothing shall pass by the Franchise granted hereby to Grantee unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of the Franchise.

SECTION 24. FORCE MAJEURE. The time within which Grantee is obligated hereunder to construct, erect, maintain, operate, repair, renew, change the size of and remove pipelines or other improvements shall be extended for a period of time equal in duration to, and performance in the meantime shall be excused on account of and for and during the period of any delay caused by strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, impossibility of obtaining materials, or other things beyond the reasonable control of Grantee.

SECTION 25. ATTORNEYS' FEES. If either party brings an action to enforce the terms of any covenant, agreement or condition contained in this Franchise, the prevailing party in such action, in trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

SECTION 26. PUBLICATION EXPENSES. The Grantee of this Franchise shall, pursuant to California Public Utilities Code Section 6293, pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

SECTION 27. ACCEPTANCE. The Franchise granted hereby shall not become effective until written acceptance thereof shall have been filed by the Grantee with the City Clerk of the City within thirty (30) days of the effective date of this Ordinance.

SECTION 28. SEVERABILITY. The City Council hereby declares that the provisions of this Ordinance are severable and if for any reason a court of competent jurisdiction shall hold any sentence, paragraph, or section of this Ordinance to be invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 29. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted as required by law.

SECTION 30. BUSINESS DAYS. As used in the Ordinance, the term "business days" shall mean days other than Saturdays, Sundays, and legal holidays and closures observed by the City, and "days" shall mean calendar days. If the time for performance of an obligation under this Ordinance falls on other than a business day, the time for performance shall be extended to the next business day.

SECTION 31. EFFECTIVE DATE OF FRANCHISE-RETROACTIVITY. This Ordinance shall be in full force and effect thirty days after its adoption. All conditions precedent having first been met to make this Franchise effective and binding upon the City and the Grantee, the rights, privileges, limitations, restrictions, conditions, obligations and duties granted and imposed hereby shall be retroactive to May 1, 2005, provided however, the Grantee is deemed to be in full compliance with the requirements and conditions of this Ordinance as of the date of the adoption of this Ordinance.

PASSED, APPROVED, and ADOPTED this 22nd day of February 2011, by the following roll call vote:

AYES:	COUNCIL MEMBERS:	Member Kusumoto, Poe, Mayor Pro Tem Edgar, Mayor Stephens
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Graham-Mejia


Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez, CMC, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

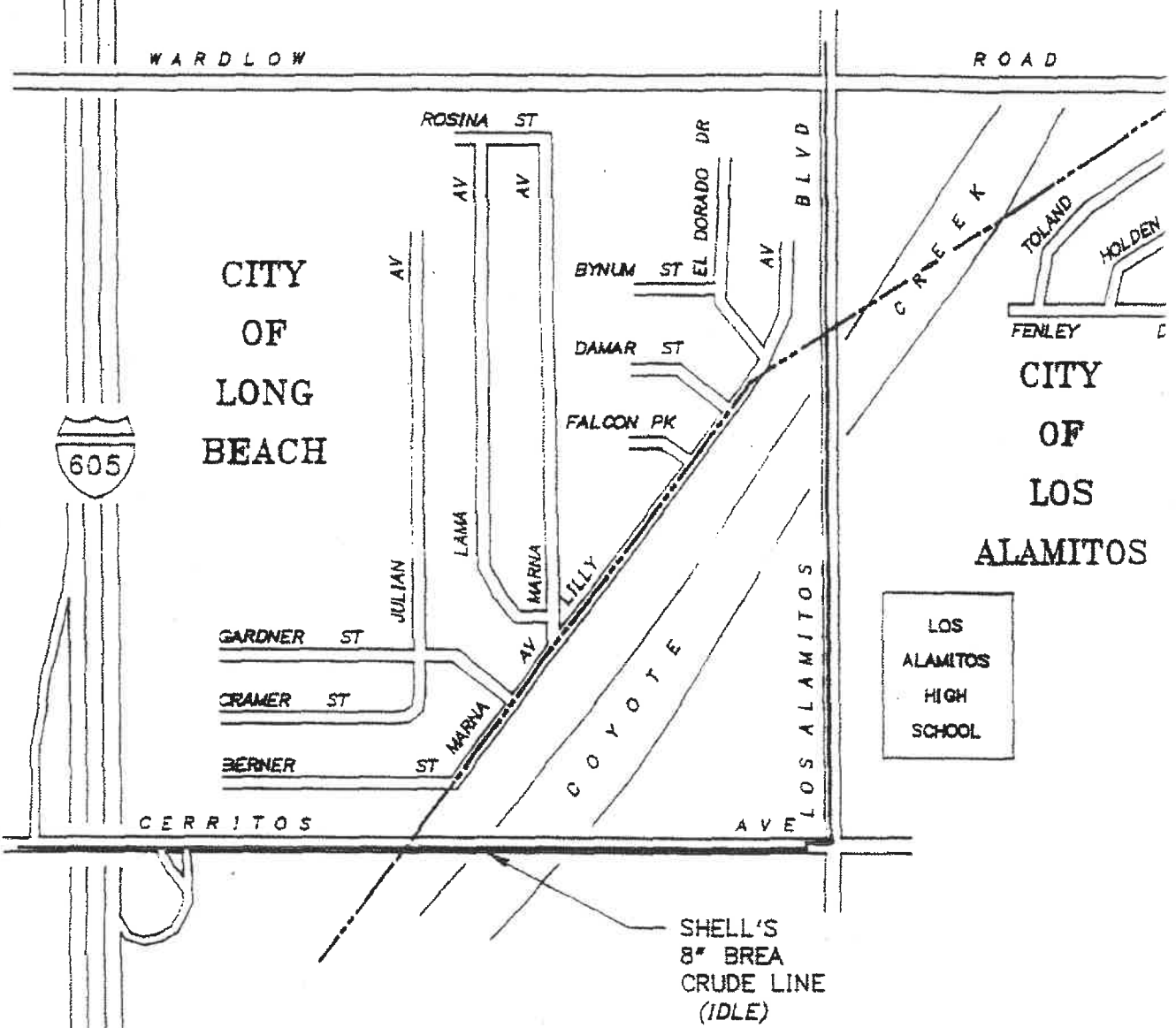
STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LOS ALAMITOS)

I, Adria M. Jimenez, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 11-03 was duly introduced and placed upon its first reading a regular meeting of the City Council on the 7th day of February 2011, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 22nd day of February, 2011, by the following vote, to wit:

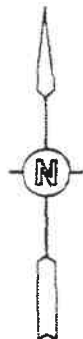
AYES:	COUNCIL MEMBERS:	Member Kusumoto, Poe, Mayor Pro Tem Edgar, Mayor Stephens
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Graham-Mejia



Adria M. Jimenez, CMC, City Clerk



SHELL 8" BREA CRUDE OIL LINE
IN THE CITY OF
LOS ALAMITOS



NOT TO SCALE

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Resolution No. 2025-15 - Setting Public Hearing for Grant of Franchise to Golden State Water

SUMMARY

Resolution No. 2025-15 will declare the City Council's intention to conduct a public hearing on May 19, 2025, to consider the grant of a franchise to Golden State Water (GSW) for the purpose of laying and using pipes, etc., to provide water service to the City.

RECOMMENDATION

Adopt Resolution No. 2025-15, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING THE CITY COUNCIL'S INTENTION TO GRANT TO GOLDEN STATE WATER COMPANY, A CALIFORNIA CORPORATION, A FRANCHISE FOR THE RIGHT TO USE OR TO LAY AND USE PIPES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING WATER IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES WITHIN THE CITY OF LOS ALAMITOS"

BACKGROUND

Golden State Water (GSW) has applied to the City to renew its existing franchise to provide water service to the City. The franchise includes the right to lay and use pipes and appurtenances for transmitting and distributing water throughout the city.

The original 15-year franchise was granted to Southern California Water Company through Ordinance No. 635 on June 12, 2000. The franchise fee was established in the amount of 2% of the gross annual receipts from the use and operation of the franchise. The franchise fee was established by Section 6231 of the Public Utilities Code of the State of California and is consistent with the fees charged by other Orange County municipalities. The franchise also requires verified statements of income, insurance and indemnity of the City for any damages incurred as a result of the operation of the franchise and requires the operator to repair any street damage to City standards. The City has the right to terminate the franchise in the event GSW failed to comply with the terms of the franchise.

DISCUSSION

The process for granting a franchise is outlined below. Please note that the action before Council tonight is to adopt a resolution setting the public hearing. The discussion regarding the granting of the franchise will occur at the Public Hearing on May 19, 2025.

1. Applicant submits a written notice to the City requesting a franchise.
2. Resolution setting hearing date. The City must pass a resolution stating its intention to grant the franchise applied for and its character.
3. Applicant signs the draft franchise. The Municipal Code requires the applicant to sign the draft franchise agreement indicating acceptance of the terms prior to submission to the Council for consideration.
4. Publish and Post the Notice of the Public Hearing within 15 days of passage of the resolution in a newspaper of general circulation and at least 10 days before the hearing.
5. Conduct the Public Hearing and vote on the Ordinance to Award Franchise within 20-60 days of the passage of the resolution and at least 10 days after the notice of the hearing was published, where the City Council may vote to approve, deny, or continue to allow further negotiations.
6. Second reading of the ordinance.
7. Publish the ordinance within 15 days.
8. The franchise becomes effective once the applicant accepts it and 30 days have passed since the adoption of the ordinance.

FISCAL IMPACT

If the new franchise is granted, the current franchise revenues to the City will continue.

- Attachment:
1. Resolution No. 2025-15 -Setting Public Hearing for Grant of Franchise to Golden State Water
 2. Golden State Water Franchise Application
 3. Ordinance No. 635 - Southern California Water Franchise

RESOLUTION NO. 2025-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING THE CITY COUNCIL'S INTENTION TO GRANT TO GOLDEN STATE WATER COMPANY, A CALIFORNIA CORPORATION, A FRANCHISE FOR THE RIGHT TO USE OR TO LAY AND USE PIPES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING WATER IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES WITHIN THE CITY OF LOS ALAMITOS

WHEREAS, the City Council granted Southern California Water Company a franchise under the provisions of the Franchise Act of 1937 to lay and use pipelines and appurtenances for transmitting and distributing water in, along, across, upon and under the public streets, ways, alleys and places within the City pursuant to Ordinance No. 635 which became effective on July 25, 2000; and

WHEREAS, Southern California Water Company amended its Articles of Incorporation on September 16, 2005 to change its name to Golden State Water Company; and

WHEREAS, the franchise granted by Ordinance No. 635 has expired; and

WHEREAS, Golden State Water Company has continued to pay franchise fees to the City since the expiration of the franchise and has otherwise continued to comply with the terms of Ordinance No. 635; and

WHEREAS, Golden State Water Company has filed an application with the City to renew its franchise agreement with the City.

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

SECTION 1. That the recitals set forth above are true and correct and are incorporated herein as if set forth in full.

SECTION 2. That the City Council hereby declares its intention to grant a franchise to Golden State Water Company. A public hearing to consider any objections to the granting thereof will be held at the time and place specified in the notice hereinafter set forth, which the City Clerk is hereby directed to publish at least once within fifteen (15) days after the passage of this resolution in a newspaper of general circulation within the City. Said notice shall read in substantial part:

“NOTICE OF INTENTION TO GRANT FRANCHISE

NOTICE IS HEREBY GIVEN that Golden State Water Company has filed an application with the City Council of the City of Los Alamitos requesting that the City Council grant to it a franchise, pursuant to the Franchise Act of 1937, for the right to use or lay and use pipes, conduits and appurtenances for transmitting and distributing water in, along, across, upon and under the public streets, ways, alleys and places within the City of Los Alamitos. The term for which the franchise is proposed to be granted is fifteen (15) years from the date of approval.

If the franchise is granted, Golden State Water Company (Grantee) will pay to the City annually, from the date of the granting of the franchise, a franchise fee equivalent to two percent (2%) of the gross annual receipts of Grantee arising from the use, operation, and/or possession of the franchise, except that this payment shall in no event be less than one percent (1%) of the gross annual receipts of the Grantee derived from the sale of water within Los Alamitos. In the event such payment is not made, said franchise will be forfeited.

NOTICE IS HEREBY FURTHER GIVEN that any person having any objections to the granting of the franchise may appear before the City Council at the Council Chambers, located at 3191 Katella Avenue, Los Alamitos, California, at the hour of 6:00 p.m., or as soon thereafter as possible, on Monday, the 19th day of May 2025.

NOTICE IS HEREBY FURTHER GIVEN that at any time not later than the hour so set for hearing objections, any person interested may make a written protest stating objections against the granting of the franchise, which protest must be signed by the protestant and delivered to the City Clerk, and the City Council will, at the times set for hearing said objections, proceed to hear and pass upon all protests so made.

For further particulars, reference is hereby made to said application on file in the Office of the City Clerk, 3191 Katella Avenue, Los Alamitos, CA.”

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

PASSED, APPROVED, AND ADOPTED this 28th day of April 2025.

Shelley Hasselbrink, 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 28th day of April, 2025, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk



April 15, 2024

Mr. Chet Simmons
City Manager
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, California 90270

Re: Application for a Franchise

Dear Chet:

Golden State Water Company would like to officially reinstate our franchise with the City of Los Alamitos. Although it expired some 10 years ago, we have continued to honor the terms and conditions throughout the lapsed period. Please accept this letter application to begin the process for the City Council's consideration.

1. Name and Address of Applicant: Applicant's name and address is:

Golden State Water Company
633 East Foothill Blvd.
San Dimas, California 91773

2. Purpose: The purpose of the franchise is to lay and use poles, wires, conduits, mains, services, traps, vents, manholes, conduits, appliances, attachments, communications circuits, appurtenances, valves and other similar property for transmitting and distributing water for any and all purposes, under, along, across or upon the streets in the City.
3. Term. The term of the franchise requested is fifteen (15) years from the date of approval of the ordinance granting the franchise. We request that the franchise be automatically extended for an additional five (5) years at the expiration of the initial term and any extended term thereafter, unless the City notifies Applicant in writing at least one hundred eighty (180) days prior to the end of the expiration of the initial term or an extended term that the City has elected not to extend the franchise on the terms set forth in the ordinance granting the franchise. The franchise shall terminate prior to the end of the initial term or any extended term if (i) Applicant voluntarily surrenders or abandons the franchise with the consent of the California Public Utilities Code, (ii) the State of California or any municipal or public corporation duly authorized by law purchases by voluntary agreement or condemns and takes under the power of eminent domain all property actually used or useful in the exercise of the franchise and located within the city limits of the City; or (iv) the franchise is forfeited for noncompliance with its terms by Applicant.

630 E. Foothill Boulevard, San Dimas, California 91773-9016
Tel: (909) 394-3600 Fax: (909) 394-1382 www.aswater.com

4. Franchise Fee. If the Franchise is granted to Applicant, Applicant will pay to the City at the times hereunder specified, in lawful money of the United States, a franchise fee annually which shall be equal to two percent (2%) of the gross annual receipts of the Applicant arising from the use, operation or possession of this Franchise, except that this payment shall be not less than one percent (1%) of Applicant's gross annual receipts derived from the sale of water within the city limits of the City.

We request that the franchise be granted by ordinance in the form attached which we have prepared for you and submit herewith for your use, if you desire to do so. We sincerely look forward to your assistance in moving this process to a reasonably satisfactory conclusion.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Vecchiarelli".

Ken Vecchiarelli, P.E.

General Manager, Orange County District

CC: City of Los Alamitos City Clerk

Attachment: Draft Ordinance for Consideration

ORDINANCE NO. 635

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, GRANTING TO SOUTHERN CALIFORNIA WATER COMPANY, A CALIFORNIA CORPORATION, A FRANCHISE TO LAY AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING WATER FOR ANY AND ALL PURPOSES IN, UNDER, ALONG, ACROSS OR UPON THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME MAY NOW OR MAY HEREAFTER EXIST, IN THE CITY OF LOS ALAMITOS

WHEREAS, on April 24, 2000, the City Council of the City of Los Alamitos adopted Resolution No. 1757 setting forth the Council's intention to grant a franchise under and pursuant to the provisions of the California Public Utilities Code, commencing at § 6201, to Southern California Water Company; and,

WHEREAS, pursuant to Resolution No. 1757, the City Council set the date of May 22, 2000 at the hour of 7:00 p.m., as the time for a public hearing to allow interested persons to voice any objections to the granting of the franchise; and,

WHEREAS, on May 22, 2000, the City Council opened the public hearing and continued the consideration of this Ordinance to June 12, 2000; and,

WHEREAS, the City Council conducted and concluded the duly noticed public hearing and it is now the desire of this Council to grant the franchise, in accordance with the terms and conditions specified in this Ordinance; and,

WHEREAS, all legal prerequisites to the enactment of this Ordinance have occurred.

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

SECTION 1. Definitions.

Whenever in this Ordinance the words or phrases set forth in this Section are used, they shall have the respective meanings ascribed to them in the following definitions (unless, in the given instance, the context wherein said words or phrases are used shall clearly import a different meaning):

- A. The word "Grantee" shall mean Southern California Water Company, a California corporation and its lawful successors or assigns;

- B. The word "City" shall mean the City of Los Alamitos, a charter city, in its present incorporated form or in any later reorganized, consolidated or reincorporated form;
- C. The word "streets" shall mean the public streets, ways, alleys and places as the same may now or hereafter exist within the City ;
- D. The words "City Engineer" shall mean the City Engineer of the City;
- E. The phrase "pipes and appurtenances" shall mean pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance and any other property located or to be located in or under the streets of the City, and used or useful in the transmission and distribution of water; and
- F. The phrase "lay and use" shall mean to lay, construct, erect, install, operate, maintain, use, repair, replace or remove.

SECTION 2. Grant of Franchise.

The right, privilege and franchise, subject to each and all of the terms and conditions contained in this Ordinance, and pursuant to the provisions of the Public Utilities Code of the State of California, be and the same are hereby granted to Grantee, its successors and assigns, to lay and use pipes and appurtenances for transmitting and distributing water for any and all purposes, under and in the streets of City.

SECTION 3. Term.

The term of this franchise shall commence on the effective date of this ordinance, and shall continue for a period of fifteen (15) years, unless (1) shortened by the voluntary surrender or abandonment by its possessor, or (2) the State of California or some municipal or public corporation duly authorized by law shall purchase by voluntary agreement or shall condemn and take under the power of eminent domain. all property actually used and useful in the exercise of this franchise, and situated within the territorial limits of the state, municipal or public corporation purchasing or condemning such property, or (3) unless this franchise is forfeited for non-compliance with its terms and provisions.

SECTION 4. Franchise Fee.

A. Amount of Franchise Fee.

The Grantee shall pay annually to the City at the times and places hereinafter specified, in lawful money of the United States, a sum equivalent to two percent (2%) of the gross annual receipts of Grantee arising from the use, operation or possession of the franchise; provided, however, that such payment be not less than one percent (1%) of the Grantee's gross annual receipts derived under this franchise from the sale of water within the limits of the City.

B. Verified Statement.

The Grantee shall file with the City Clerk, within three months after the expiration of each calendar year, or fractional calendar year, following the effective date of this franchise, and within three months after the expiration of each and every calendar year thereafter, a verified statement setting forth in detail the total gross receipts of the Grantee for the preceding calendar year or such fractional calendar year derived from the sale of water within the City, or otherwise arising from the use, operation or possession of this franchise. Within fifteen (15) days after the time for filing such verified statement, Grantee shall pay to the City, the specified percentage of its gross receipts for the calendar year, or fractional calendar year, covered by the verified statement. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the specified percentage of gross receipts at the times or in the manner herein provided shall constitute grounds for the declaration of a forfeiture of this franchise and all rights of the Grantee hereunder.

SECTION 5. Written Acceptance; Annexation/Consolidation.

The franchise granted hereunder shall not become effective until written acceptance thereof shall have been filed by Grantee with the City Clerk of City. When so filed, such acceptance shall constitute a continuing agreement of Grantee that if and when City shall thereafter annex or consolidate with additional territory, any and all franchise rights and franchise privileges owned by Grantee therein, except a franchise derived under Section 19 of Article XI of the California Constitution as that section existed prior to the amendment thereof adopted on October 11, 1911, shall be deemed abandoned.

SECTION 6. City's Right of Eminent Domain.

The franchise granted hereunder shall not in any way or to any extent impair or affect the right of City to acquire the property of Grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge, either for the term hereof, or in perpetuity, City's right of eminent domain in respect to Grantee or any public utility, nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to Grantee of the necessary publication and other sum paid by it to City at the time of acquisition thereof.

SECTION 7. Grantee's Construction, Repair and Indemnity Obligations.

Grantee shall:

- (a) Construction: Construct, install, replace, relocate, abandon, remove, operate and maintain all pipes and appurtenances, in accordance and in conformity with all applicable federal and state laws, including but not limited to the National Pollutant Discharge Elimination System (NPDES) and governing Air Quality Management District (AQMD) requirements, and all local ordinances, rules and regulations heretofore, or hereafter adopted by the City Council of City in the exercise of its police powers and not in

conflict with the paramount authority of the United States of America, the State of California and, as to state highways, subject to the provisions of general laws relating to the location and maintenance of such facilities; and

- (b) Indemnity: Indemnify, defend and hold harmless the City, its officers and employees, when acting within the scope of their employment, from and against any and all liability for all damages proximately resulting from any operations under this franchise, and for all damages proximately resulting from the failure of Grantee to well and faithfully observe and perform each and every provision of this franchise. Nothing contained herein shall be construed to require the Grantee to indemnify the City, its officers or employees against any liability caused by the negligence or willful misconduct of the City, its officers, agents, employees or independent contractors. Grantee shall be solely responsible for complying with all laws, regulations, and other orders, whether federal, state or local, which are applicable to it in connection with the installation, repair, relocation or removal by Grantee of any of its facilities or by any person engaged by Grantee to install, repair, relocate or remove any such facilities. City's approval of such installation, repair, relocation or removal shall not be deemed to relieve Grantee of any liability Grantee may have for contaminated soils or other environmental liability attributable to or arising from Grantee's pipes, appurtenances and other facilities. Grantee acknowledges that the City has no obligation for conducting or accomplishing any such installation, repair, relocation or removal.
- (c) Removal, Relocation: Grantee shall, at the request of the City and at Grantee's sole cost and expense, remove or relocate any facilities installed, used or maintained under this franchise if and when made necessary by any change in grade, alignment or width of any public street, way, alley or place, or the construction of any subway or viaduct, or any other street improvement of any kind required by the City.
- (d) Sale, Transfer or Assignment: At least thirty (30) days prior to any sale, transfer, assignment or lease of this franchise, or any part thereof, or any of the rights or privileges granted thereby, Grantee shall file with the City Council of City written evidence of the same, certified thereto by Grantee or its duly authorized officers.

SECTION 8. Emergency Response Plans.

Grantee shall, at all times during the term of this franchise, maintain emergency response plans as required by regulatory agencies having jurisdiction.

SECTION 9. Authority of City Engineer.

Prior to the commencement of any work to construct any pipe along, under or above any City street, Grantee shall file with the City Engineer a map, showing the proposed location thereof, and shall, to the extent not inconsistent with the rules and regulations of the California Public Utilities Commission (or any successor agency thereto), locate such pipes in a manner that is reasonably necessary to avoid sewers, pipes, conduits or other structures in or under the street. All street coverings or openings of traps, vaults, and manholes shall at all times be kept

flush with the surface of the streets; provided, however, that vents for underground traps, vaults and manholes may extend above the surface of the streets when said vents are located in parkways between the curb and the property line subject to the prior approval of the City Engineer, which approval shall not be unreasonably withheld.

SECTION 10. Facility Location Maps.

Within ninety (90) days following the effective date of this franchise, Grantee shall file a map or maps showing the accurate location and size of all its facilities then in place, and shall, upon installation of any additional facilities or upon removal, change or abandonment of all or any portion thereof, file a revised map or maps showing the location and size of all such additional and/or abandoned facilities as of that date.

SECTION 11. Tunnel or Bore When Possible.

Where it is necessary to lay any underground pipes in or under any portion of a paved street, the same shall be done by a tunnel or bore, so as not to disturb the foundation of such paved street, to the extent it is practicable and economically reasonable to do. In the event that the same cannot be done, such work shall be done under a permit to be granted by the City Engineer upon application therefor and subject to ordinances and rules adopted by the City in the exercise of its police powers and not in conflict with the paramount authority of the State.

SECTION 12. Damage to Street, Repair.

If any portion of any street shall be damaged by reason of defect in any of the pipes and appurtenances maintained or constructed under this franchise, or by reason of any other cause arising from the operation or existence of any pipes or appurtenances constructed or maintained under this franchise, Grantee shall, as soon as reasonably practicable and at its own cost and expense, repair such damage and restore such street or portion of street to as good a condition as existed before such defect or other cause or damage occurred, and so that the useful life of the street is not reduced. Such work shall be completed under the direction and approval of the City Engineer, which approval shall not be unreasonably withheld, and in accordance with any and all rules, regulations, ordinances, standards and/or specifications of City.

SECTION 13. Grantee's Failure to Comply With Franchise.

The City may declare this franchise forfeited at such time that Grantee fails, neglects, or refuses to comply with any of the provisions or conditions hereof following ten (10) days written demand for compliance or as soon thereafter as is reasonably practicable under the circumstances and as mutually agreed by the City Engineer and the Grantee. Grantee shall, upon commencement of the work of compliance, prosecute the same with due diligence to completion. Grantee's obligations under Section 7 shall survive termination of this franchise.

SECTION 14. Grantee's Obligations Upon Expiration, Revocation or Termination.

Upon the permanent discontinuation of use of the pipelines and appurtenances or any portion thereof, Grantee shall, within twenty (20) days thereafter, provide written notice to the City Engineer of Grantee's intention to either (1) abandon all, or a portion, of such pipes and appurtenances in place, or (2) remove all, or a portion, of such pipes and appurtenances. Such notice shall describe the location of the pipes and appurtenances desired to be abandoned or removed and the relative physical condition of such pipes and appurtenances. The City Engineer shall determine whether such abandonment or removal may be effected without detriment to the public interest and under what conditions and terms the proposed abandonment or removal may be safely accomplished and shall then notify Grantee of such requirements. Grantee shall, within ninety (90) days thereafter, either remove or abandon all or a portion of such pipes and appurtenances as may be reasonably necessary to comply with all provisions of applicable law, including the rules and regulations of the City.

SECTION 15. Attorney's Fees.

In the event of litigation involving the terms, conditions or performance hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees and costs of suit.

SECTION 16. Written Acceptance; Binding Effect; Modification.

Not later than ten (10) days after the posting of this Ordinance, Grantee shall file with the City Clerk of City a written acceptance of the franchise hereby granted and an agreement to comply with the terms and conditions hereof.

This franchise, and all of the terms and conditions herein provided, shall be binding upon and inure to the benefit of the parties and their duly authorized assigns, heirs, or other successors in interest. The terms and conditions of this franchise shall not be modified except by written consent of the parties hereto.

SECTION 17. Surety Bond.

Grantee shall, within ten (10) days after the posting of this Ordinance, file with the City Clerk of City a corporate surety bond in the sum of One Hundred Thousand Dollars (\$100,000.00) on condition that Grantee shall well and truly observe, fulfill and perform each and every term, condition and requirement of this franchise. In the event of any breach of any condition of the aforesaid bond, the whole amount of the sum therein named shall be deemed to be liquidated damages, and the same shall be recoverable from the principal and sureties upon the bond. In the event that such breach does not result in a forfeiture of the franchise, Grantee shall be required to replenish the bond in the original amount as a condition to continued operation of the franchise.

SECTION 18. Insurance.

Grantee shall, at Grantee's sole cost and expense, keep or cause to be kept in full force and effect at all times, for the mutual benefit of City and Grantee, a comprehensive form of general public liability insurance against claims and liability for personal injury, death, or property damages arising from the use, construction, or maintenance of this franchise of at least One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000.00) for any one accident or occurrence, and at least Five-Hundred-Thousand Dollars (\$500,000.00) for property damage.

Grantee shall furnish City with certificates or endorsements representing all insurance required by this Ordinance. All such certificates or endorsements shall contain language to the effect that (1) the City, its officers and employees are listed as additional insureds, (2) the insurer waives the right of subrogation against City and against City's agents and representatives, (3) the policies are primary and noncontributing with any insurance that may be carried by City, and (4) the policies cannot be canceled or materially changed except after thirty (30) days notice by the insurer to City. Grantee shall furnish City with copies of all such certificates or endorsements promptly upon receipt of them. Grantee may effect for its own account any insurance not required under this Ordinance.

Grantee shall deliver to City, in the manner provided for notices, certificates or endorsements of all insurance policies required by this Ordinance, together with evidence satisfactory to City of payment required for procurement and maintenance of the policy, within the following time limits:

For insurance required at the commencement of this Ordinance, within ten (10) days after this Ordinance becomes effective; and,

For any renewal or replacement of a policy already in existence, within ten (10) days following the expiration or other termination of the existing policy.

If Grantee fails or refuses to procure or maintain insurance as required by this Ordinance, or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election and on ten (10) days notice, to declare the forfeiture of this franchise.

SECTION 19. Notices.

Any notice required to be given under the terms of this franchise may be served as follows:

Upon City, by serving the City Manager or the City Clerk personally, or by sending a written notice to the City Manager of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720, by certified mail, overnight mail service, confirmed or hand delivery.

Upon Grantee, by sending a written notice to Grantee addressed to Southern California Water Company 630 East Foothill Boulevard, San Dimas, California 91773-9016, by certified mail, overnight mail service, or hand delivery.

Either party may from time to time provide the other a notice of change of address in writing, which shall become operative upon receipt for purposes of this agreement.

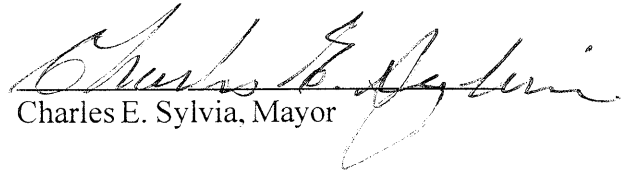
SECTION 20. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason 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 of the City of Los Alamitos hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 21. Effective Date.

This Ordinance shall take effect thirty (30) days after the date of its adoption. The City Clerk shall certify to the passage and adoption of this Ordinance and within fifteen (15) days shall cause same to be published in a newspaper of general circulation in the manner provided by law.

PASSED, APPROVED AND ADOPTED this 26th day of June, 2000.


Charles E. Sylvia, Mayor

ATTEST:


Darleen Cordova, City Clerk

APPROVED AS TO FORM:


Bryan C. LeRoy, Interim City Attorney

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

I, C. Darleen Cordova, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was introduced on the 12th day of June, 2000 and was adopted on the 26th day of June, 2000, by the following roll call vote:

AYES: COUNCILMEMBERS: Jempsa, Poe and Sylvia

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Bates and DeBolt

ABSTAIN: COUNCILMEMBERS: None



C. Darleen Cordova, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Kain Gallagher, Captain

**Subject: Resolution No. 2025-12 - FY 2023 Urban Areas Security Initiative (UASI)
Grant Program Transfer Agreement with City of Santa Ana**

SUMMARY

The City of Santa Ana, in its capacity as a core City for the Anaheim/Santa Ana Urban Area, has applied for, received, and accepted a grant entitled "FY 2023 Urban Areas Security Initiative" Grant Program. This grant is from the Federal Department of Homeland Security, Federal Emergency Management Agency, through the State of California Office of Emergency Services. It is intended to enhance countywide emergency preparedness and to help the Operational Area prevent, respond to, and recover from acts of terrorism, as set forth in the grant guidelines and assurances that are incorporated into the Agreement by reference.

The Office of Grants and Training has awarded \$5,113,750 to the City of Anaheim for use in the Anaheim/Santa Ana Urban Area, for the performance term of September 1, 2023, through March 31, 2026 (FY2023). In which, the grant period for sub-recipients (e.g., City of Los Alamitos) can be awarded through the period of August 14, 2024, to March 31, 2026. The funds are now available for distribution throughout the Operational Area, and the City of Los Alamitos, as a sub-recipient, is authorized to participate in the grant funding.

RECOMMENDATION

1. Adopt Resolution 2025-12, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE FY2023 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM TRANSFER AGREEMENT BETWEEN THE CITY OF SANTA ANA AND THE CITY OF LOS ALAMITOS"; and

2. Approve the FY 2023 Urban Areas Security Initiative Transfer Agreement between the City of Santa Ana and the City of Los Alamitos.

BACKGROUND

Since 2004, the U.S. Department of Homeland Security (DHS), through the State of California's Office of Homeland Security, now known as the California Office of Emergency Services (Cal OES), has designated the Cities of Anaheim and Santa Ana as Urban Areas and awarded annual grant funds through the Urban Area Security Initiative (UASI) Grant Program. As a sub-recipient, the City of Los Alamitos is eligible to apply for and request funding from UASI to assist with projects that support the program's goals.

The UASI program supports high-threat, high-density urban areas in developing and maintaining the capabilities needed to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. Grant funding may be used for anti-terrorism equipment, planning, training, exercises, and technical assistance. Allocation is based on assessed risk and need, and funds must support the development of regional capabilities aligned with the program's goals and priorities.

DISCUSSION

UASI funds are not allocated directly to the City of Los Alamitos. Instead, they are distributed to the Operational Area and managed on a rotating basis by the Santa Ana Police Department and Anaheim Police Department. Project funding is determined through the Urban Area Working Group, which prioritizes regional initiatives such as training, communications, intelligence and information sharing, and critical infrastructure protection.

As a sub-recipient, the City of Los Alamitos may submit funding requests for projects specific to its needs. The City continuously assesses potential projects for proposal submission. In the past, Los Alamitos successfully secured funding for an armored police vehicle. To receive grant funding, the City must submit a proposal, which is then reviewed for feasibility and alignment with program goals by the Urban Area Working Group.

FISCAL IMPACT

There will be no impact on the General Fund.

- Attachment:
1. Resolution No. 2025-12 - FY2023 UASI Grant Program
 2. UASI Agreement
 3. UASI Exhibit A

RESOLUTION NO. 2025-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE FY2023 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM TRANSFER AGREEMENT BETWEEN THE CITY OF SANTA ANA AND THE CITY OF LOS ALAMITOS

WHEREAS, the Federal Department of Homeland Security, through the Office of Grants and Training, provided financial assistance to select urban areas through the Urban Area Security Initiative (UASI) program; and

WHEREAS, the City of Santa Ana, in its capacity as a core City for the Anaheim/Santa Ana Urban Area, has applied for, received, and accepted a grant entitled "FY 2023 Urban Areas Security Initiative" Grant Program; and

WHEREAS, The Office of Grants and Training has awarded \$5,113,750 to the City of Anaheim for use in the Anaheim/Santa Ana Urban Area, for the performance term of September 1, 2023, through March 31, 2026 (FY2023); and

WHEREAS, the grant funds are now available for distribution throughout the Operational Area, and the City of Los Alamitos, as a sub-recipient, is authorized to participate in the grant program; and

WHEREAS, to participate in the grant program and to be eligible for the receipt of grant funds, the City is required to sign the FY2023 UASI Grant Program Transfer Agreement.

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

SECTION 1. That the recitals set forth are true and correct and are incorporated herein as if set forth in full.

SECTION 2. The City Manager, or his designee, is hereby authorized to execute the FY2023 UASI Grant Program Transfer Agreement ("Agreement") by and between the City of Santa Ana and the City of Los Alamitos and to take any necessary action to effectuate the receiving and appropriating FY2023 grant funds. The City Manager, or his designee, is also authorized to amend the Agreement, subject to review and approval as to form by the City Attorney's Office.

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

PASSED, APPROVED, AND ADOPTED this 28th day of April, 2025.

Shelley Hasselbrink, 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 28th day of April, 2025, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

AGREEMENT

SUB-RECIPIENT: CITY OF LOS ALAMITOS

City Contract Number _____

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Exhibit A	CalOES FY2023 Grant Assurances
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR
FOR REIMBURSEMENT OF TRAINING COSTS
FOR FY2023 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF LOS ALAMITOS

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF LOS ALAMITOS, a municipal corporation (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2023 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2023 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
<https://www.fema.gov/print/pdf/node/652405>

California Office of Emergency Services "FY2023 Homeland Security Grant Program: California Supplement to Federal Program Guidance" <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton,

University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2023 UASI Grant of \$5,113,750 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2023 UASI Grant Funds throughout the ASUA, as further detailed in this Agreement ("Agreement") to CITY OF LOS ALAMITOS ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. CITY OF LOS ALAMITOS, a municipal corporation, having its principal office at 3191 Katella Avenue, Los Alamitos, CA 90720.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Santa Ana shall be, unless otherwise stated in the Agreement:

Jose Gonzalez, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8009
jgonzalez@santa-ana.org

- 2. The representative of CITY OF LOS ALAMITOS shall be:

Name: CHET SIMMONS

Title: CITY MANAGER

Sub Recipient Name: CITY OF LOS ALAMITOS

Sub Recipient Address: 3191 KATELLA AVE.

City: LOS ALAMITOS State: CA Zip: 90720

Phone: (562) 431-3538

E-mail: CSIMMONS@CITYOFLOSALAMITOS.ORG

- B. Formal notices, demands and communications to be given hereunder by

either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Standard Assurances (Grant Assurances) in accordance with section 412A of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 412 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 412C of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

I. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 9/1/2023 and end on 3/31/2026 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2023 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services,

and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.
8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years.

Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
 - F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.
 - G. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.
 - H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Santa Ana, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a

director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.

E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB- RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- 1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2023 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2023-0042; and identify the City of Santa Ana as the Pass-Through.

3. False Claims Act

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

4. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement.

Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

The Contractor agrees to provide SUB-RECIPIENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized

representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the SUB-RECIPIENT and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB- RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

a. Recovered Materials

SUB-RECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

b. Domestic Preference for Procurements/ Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

SUB-RECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

6. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

7. Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

8. Davis-Bacon Act

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

9. Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages* CITY OF LOS ALAMITOS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. Environmental Standards

a. Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Control Act (33 USC 1251)

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the City of Santa Ana, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12. Telecommunications

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the

meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of- State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures,

SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by SUB-RECIPIENT . If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CITY OF LOS ALAMITOS, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

5. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds,

and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and

allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.
4. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the CITY OF LOS ALAMITOS a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF LOS ALAMITOS or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF LOS ALAMITOS data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF LOS ALAMITOS.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-two (32) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF LOS ALAMITOS have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

ATTEST:

By: _____
JENNIFER L. HALL
City Clerk

By: _____
WINDMERA QUINTANAR, MMC
City Clerk

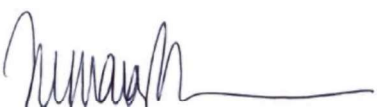
RECOMMENDED FOR APPROVAL:

SUB-RECIPIENT
CITY OF LOS ALAMITOS
UEI #H7LTJCGH2E63

By: _____
ROBERT RODRIGUEZ
Acting Chief of Police

By: _____
Printed Name _____
Title _____

APPROVED AS TO FORM:

By:  _____
TAMARA BOGOSIAN
Senior Assistant City Attorney

APPROVED AS TO FORM:

Woodruff & Smart, APC

By: _____
MICHAEL S. DAUDT
City Attorney

CITY OF SANTA ANA

By: _____
ALVARO NUNEZ
City Manager

EXHIBIT A

California Governor's Office of Emergency Services FY2023 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or

- authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
 - (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
 - (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to

support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits

- discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
 - (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
 - (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
 - (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the

Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the

- Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non- profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved

plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must

comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005.

Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless a waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074.

The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the

representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

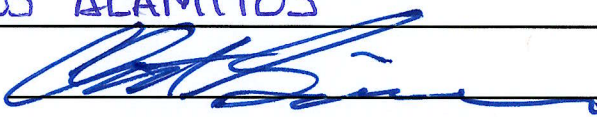
Applicant: CITY OF LOS ALAMITOS
Signature of Authorized Agent: 
Printed Name of Authorized Agent: CHET SIMMONS
Title: CITY MANAGER Date: 5-26-25

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.


Authorized Agent Signature

CHET SIMMONS
Printed or Typed Name

CITY MANAGER
Title

Address: 3191 KATELLA AVE.

LOS ALAMITOS, CA. 90720

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

CITY OF LOS ALAMITOS

CONTRACTOR/BORROWER/AGENCY

CHET SIMMONS - CITY MANAGER

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

3-26-25
DATE

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10E

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Second Amendment to the West Cities Communications Center Joint Powers Authority Agreement.

SUMMARY

Consideration of Second Amendment to the West Cities Communications Center Joint Powers Authority Agreement.

RECOMMENDATION

Authorize the Mayor to execute the Second Amendment to the West Cities Communications Center Joint Powers Authority Agreement.

BACKGROUND

The cities of Cypress, Los Alamitos, and Seal Beach are member cities of the West Cities Communications Center (West Comm) Joint Powers Authority, which provides police dispatch services. West Comm is a vital, but relatively small operation with a stable and predictable budget.

DISCUSSION

The recommended amendment to the Joint Powers Authority Agreement provides West Comm with the option to operate on a one- or two-year budget cycle and cleans up administrative language (particularly updating the title of the position that leads West Comm). If the amendment is approved by the member cities, it is anticipated West Comm will transition to a two-year budget (covering FY 2025-26 and FY 2026-27) in July.

This transition will create administrative efficiencies for West Comm and its member cities, and make it easier to forecast the annual dispatch costs incorporated into the budgets of its member cities. Should it become appropriate for West Comm and/or the member cities, the Board has the flexibility to return to a one-year budget in the future.

The West Comm Board of Directors unanimously approved the amendment at its March 12, 2025, meeting and the amendment requires approval by all three members' City Council.

FISCAL IMPACT

None.

- Attachment:
1. Second Amendment to West Comm Joint Powers Authority Agreement
 2. West Comm Resolution No. 2025-02
 3. West Comm Joint Powers Authority Agreement

**Second Amendment to
West Cities Communications Center (West-Comm)
Joint Powers Authority Agreement**

1. PARTIES AND DATE.

This Second Amendment to the West Cities Communications Center Joint Powers Authority Agreement is made and entered into this 12th day of March, 2025 (“Effective Date”), by and among the cities of Cypress, Los Alamitos and Seal Beach (hereinafter collectively referred to as the “Parties”).

2. RECITALS.

2.1 The Parties entered into the West-Comm Joint Powers Authority Agreement dated December 23, 1996 (“JPA Agreement”), which was subsequently amended by the First Amendment to the West-Comm Joint Powers Authority Agreement dated June 16, 2005 (collectively, the “JPA Agreement”).

2.2 In accordance with Section 12 of the JPA Agreement, the Parties now wish to amend the JPA Agreement to provide greater flexibility in the West-Comm budget process by allowing the Board of Directors, at its discretion, to adopt either an annual or biennial fiscal year budget.

3. TERMS.

3.1 Governance – Police Communications Director. Paragraph (C) of Section 3 of the JPA Agreement is amended to read as follows (deletions shown in ~~striketrough~~; new text underlined):

C. Police Communications Director

The Administrative Oversight Staff shall appoint the Police Communications Director for the Authority. Prior to making any such appointments, the Administrative Oversight Staff shall consider any recommendations provided by the Technical Operations Committee. The Police Communications Director shall be responsible for the day-to-day operations of the Center and shall also be custodian of the property and records of the Authority.

To the extent authorized by the Administrative Oversight Staff, the Police Communications Director is authorized to act on behalf of the Administrative Oversight Staff and Technical Operations Committee in all matters of personnel administration, given the positions and funding authorized by the Board of Directors in the Authority's approved ~~annual~~ budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary actions, and terminations.

3.2 Governance – Treasurer. Subsections (1) – (3) of Paragraph (D) of Section 3 of the JPA Agreement are amended to read as follows (deletions shown in ~~striketrough~~):

- (1) With the approval of the Administrative Oversight Staff, create the ~~annual~~ budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the Center and which are consistent with standard municipal budgetary format;
- (2) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the ~~annual~~ budget document;
- (3) Enforce strict compliance with the approved ~~annual~~ budget and approve only expenditures authorized therein;

3.3 Meetings of the Board of Directors – Time of Meetings. Paragraph (A) of Section 4 of the JPA Agreement is amended to read as follows (deletions shown in ~~striketrough~~; new text underlined):

A. Time of Meetings

The Board of Directors shall meet at least once ~~twice~~ annually, ~~once to approve and adopt the budget and once in mid year to review budget compliance and address any adjustment recommendations.~~ The Board may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by any Board Member. The date and hour of any regular meeting shall be scheduled by order of the Board. The location for the conduct of meetings shall be the Westcomm Center, unless otherwise specified in the meeting notice.

3.4 Fiscal Year, Annual Budget/Financing and Assessments. Section 6 of the JPA Agreement is amended to read as follows (deletions shown in ~~striketrough~~; new text underlined):

Section 6. Fiscal Year, Annual or Biennial Budget/Financing and Assessments.

A. Fiscal Year

The Authority's fiscal year shall be the twelve-month period commencing each July 1, ~~except if the effective date of this Agreement is other than July 1, the first fiscal year shall be the short year commencing the effective date~~ and ending the following June 30.

B. Annual or Biennial Budget

- (1) The Authority shall operate only under a fiscal year budget approved and adopted either annually or biennially by the Board of Directors at its discretion as set forth in this Section. The Authority may not operate at a deficit. The Parties shall pay for the entire operation of the Authority, with the annual expenditure budget determining the total amount of assessments required.
- (2) The total annual assessment shall be divided among the Parties as follows: The City of Seal Beach shall pay 30.3%, the City of Cypress shall pay 45.3% and the City of Los Alamitos shall pay 24.4% of the entire operating and capital cost of the Authority.
- (3) Each annual or biennial operating budget shall be approved and adopted by majority vote of the Board of Directors of the Authority.

C. Budget Elements

The Board of Directors, in adopting an annual or biennial budget, thereby fixes the assessment against the Parties which shall be binding on each of them. The budget shall include, but is not limited to, the following components:”

[no further changes to paragraph (C)]

D. Assessments

Upon adoption of the ~~fiscal year~~ budget by the Board of Directors, and the forwarding thereof to the governing bodies of the Parties by the Police Communications Director, the assessments fixed therein are automatically due and payable without further notice as follows:

[no further changes to paragraph (D)]

E. Budget Authority of Police Communications Director

The Police Communications Director for the Authority shall have the authority to fully implement the approved budget. However, the Police Communications Director may not exceed the personnel staffing authorized in the budget, either in number, position, or classification or salary. In addition, the Police Communications Director may not alter the capital budget, utilize the reserve contingency, or increase the total amount of the

approved expenditure budget without the approval of the Board of Directors. Transfer between expenditure categories must be approved by the Administrative Oversight Staff or its authorized designee.

3.5 Force and Effect. Except as modified by this Second Amendment, all provisions of the JPA Agreement shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

3.6 Counterparts. This Second Amendment may be executed in counterparts with the same effect as if all original signatures were placed on one document and all of which together shall be one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed and attested by their duly authorized officers, and their official seals to be hereto affixed, as of the Effective Date first written above.

CITY OF CYPRESS

By: _____
David Burke, Mayor

Attest:

By: _____
Alisha Farnell, City Clerk

Approved as to form:

By: _____
Fred Galante, City Attorney

CITY OF SEAL BEACH

By: _____
Lisa Landau, Mayor

Attest:

By: _____
Gloria Harper, City Clerk

Approved as to form:

By: _____
Nicholas Ghirelli, City Attorney

CITY OF LOS ALAMITOS

By: _____
Shelley Hasselbrink, Mayor

Attest:

By: _____
Windmera Quintanar, City Clerk

Approved as to form:

By: Michael S. Daudt, City Attorney

RESOLUTION NO. 2025- 02__

**A RESOLUTION OF THE WEST CITIES POLICE
COMMUNICATIONS CENTER JOINT POWERS
AUTHORITY RECOMMENDING APPROVAL OF
THE SECOND AMENDMENT TO THE WEST-
COMM JOINT POWERS AGREEMENT**

WHEREAS, the West Cities Police Communications Center (West-Comm) provides emergency call receiving and dispatching services to the cities of Cypress, Los Alamitos, and Seal Beach ("Member Cities"); and

WHEREAS, the Member Cities entered into the West-Comm Joint Powers Authority Agreement dated December 23, 1996 ("JPA Agreement"), which was subsequently amended by the First Amendment to the West-Comm Joint Powers Authority Agreement dated June 16, 2005 (collectively, the "JPA Agreement"); and

WHEREAS, the Board of Directors of West-Comm now desires to amend the JPA Agreement to provide greater flexibility in the West-Comm budget process by allowing the Board of Directors, at its discretion, to adopt either an annual or biennial fiscal year budget; and

WHEREAS, in accordance with Section 12 of the JPA Agreement, the JPA Agreement may be amended only by a unanimous vote of the Member Cities.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF WEST-COMM DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. In accordance with Section 12 of the JPA Agreement, the Board of Directors of West-Comm has reviewed and recommends approval by the Member Cities of the proposed Second Amendment to the JPA Agreement, attached hereto.

SECTION 3. The Police Communications Director is hereby directed to forward the Board of Directors' recommendation and a copy of the proposed Second Amendment to the JPA Agreement to the governing body of each Member City for consideration.

PASSED, APPROVED, AND ADOPTED at a Special Meeting of the Board of Directors of the West Cities Communications Center Joint Powers Authority held this 12th day of March 2025.


JORDAN NEELUDA, CHAIRPERSON

ATTEST:

STATE OF CALIFORNIA}
COUNTY OF ORANGE} SS

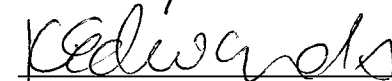
I, KASANDRA EDWARDS, Secretary of West-Comm, DO HEREBY CERTIFY that the foregoing Resolution was duly approved and adopted by the West-Comm Board of Directors at the special meeting of said Board held on this 12th day of March 2025, by the following roll call vote:

AYES: 3

NOES: 0

ABSENT: 0

ABSTAIN: 0


KASANDRA EDWARDS, SECRETARY

APPROVED AS TO FORM:


MICHAELS. DAUDT, GENERAL COUNSEL

Attachments:

- Second Amendment to West Cities Communications Center (West-Comm) Joint Powers Authority Agreement

WESTCOMM JOINT POWERS AUTHORITY AGREEMENT

BETWEEN

THE CITY OF CYPRESS;

THE CITY OF LOS ALAMITOS; and

THE CITY OF SEAL BEACH

Dated as of December 23, 1996

and as modified by

that certain First Amendment dated as of June 16, 2005,

and that certain Second Amendment dated as of March 12, 2025

WESTCOMM JOINT POWERS AUTHORITY AGREEMENT
BETWEEN
THE CITY OF CYPRESS;
THE CITY OF LOS ALAMITOS; and
THE CITY OF SEAL BEACH

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WEST CITIES COMMUNICATIONS CENTER (Westcomm)
JOINT POWERS AUTHORITY AGREEMENT

In order to establish, operate and maintain a public safety communications center for the Cities of Cypress, Los Alamitos, and Seal Beach, the parties agree to the following:

This Agreement, effective December 23, 1996, by and among the Cities of Cypress, Los Alamitos, and Seal Beach (hereinafter referred to collectively as "Parties" and individually as "Party") is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I (Sections 6500, *et seq.*) of the California Government Code, (hereinafter the "Act"), relating to joint exercise of powers, for the purpose of operating a public safety communications center.

W I T N E S S E T H

WHEREAS, the Parties are each empowered by law to construct, equip, staff, maintain, operate public buildings and related facilities for the purposes of public safety communications; and,

WHEREAS, the Parties desire to acquire, equip, staff, and operate a West Orange County public safety communications center (hereinafter referred to as "Center") and to provide a structure for the accomplishment thereof; and,

WHEREAS, the Parties desire to accomplish the aforesaid purpose of jointly exercising their common powers in the manner set-forth in this Agreement.

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Purpose.

The purpose of this Agreement is to establish and operate the Center by equipping, maintaining, operating, and staffing a single site facility which provides emergency call receiving and dispatching services to the Parties. The Center may also provide services on a contractual basis to other governmental entities and may amend the Agreement to add additional parties.

The intention of the parties in the creation of the Authority is to share communications obligations and responsibilities and to accordingly save the Parties some of the individual expense of such obligations and responsibilities. In furtherance of that goal, the Parties intend to utilize the personnel and resources of the Parties to provide financial, legal, personnel, risk management and other services and functions to the Authority on a basis which is acceptable to all of the Parties.

Section 2. Creation of Authority.

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the individual Parties, to be known as the "West Cities Communications Center Joint Powers Authority," hereinafter referred to as the "Authority," for the purpose of operating the West Communications Center.

Section 3. Governance.

A. Board of Directors

The Board of Directors, comprised of three (3) elected officials, one designated by each Party, shall establish policy for the Authority and shall exercise the responsibilities and powers set forth in State law. It shall also have the budget duties set forth in Section 6.B. hereof. The powers of the Board of Directors shall include decisions to acquire, hold, lease, or dispose of real property, to incur debt not included in the annual operating budget, to amend this Agreement and to provide communications services to non-Party entities, public or private.

B. Administrative Oversight Staff

The Authority shall be managed by an Administrative Oversight Staff of three (3) persons. The Administrative Oversight Staff shall be composed of the City Manager of each City. The Administrative Oversight Staff shall recommend policy, and shall exercise appropriate management powers.

C. Police Communications Director

The Administrative Oversight Staff shall appoint the Police Communications Director for the Authority. Prior to making any such appointments, the Administrative Oversight Staff shall consider any recommendations provided by the Technical Operations Committee. The Police Communications Director shall be responsible for the day to day operations of the Center and shall also be custodian of the property and records of the Authority.

To the extent authorized by the Administrative Oversight Staff, the Police Communications Director is authorized to act on behalf of the Administrative Oversight Staff and Technical Operations Committee in all matters of personnel administration, given the positions and funding authorized by the Board of Directors in the Authority's approved budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary actions, and terminations.

D. Treasurer

The Board of Directors shall appoint the Treasurer of the Authority who shall also be the Treasurer of one of the Parties. The Treasurer shall attend the meetings of the Board of Directors and advise the Board in connection with any accounting, budgetary, monetary, or other financial matters relating to the Authority. The duties and responsibilities of the Treasurer include, but are not limited to, those set forth in California Government Code Sections 6505, 6505.5, and 6509.5 and shall include the following:

- (1) With the approval of the Administrative Oversight Staff, create the budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the Center and which are consistent with standard municipal budgetary format;
- (2) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the budget document;
- (3) Enforce strict compliance with the approved budget and approve only expenditures authorized therein;
- (4) Ensure that all available cash on hand is at all times fully invested in a cash management program and investment portfolio pertaining thereto which is consistent with the practices of the City providing the finance services to the Authority; and to further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;
- (5) Furnish monthly revenue, expenditure, and funds status reports to the Police Communications Director and the Administrative Oversight Staff;
- (6) Maintain an inventory of all property of the Authority;
- (7) Make all books and records of the Authority in his/her hands open to inspection at all reasonable times to Board Members; and
- (8) Make a report on, at least a quarterly basis, the amount of money held for the Authority and the amount of receipts and expenses since the last report. Such report shall be verified and provided to the Police Communications Director, the Administrative Oversight Staff, the Board of Directors, and all Parties to this Agreement.

E. General Counsel

The Board of Directors shall engage the services of one of the Parties' City Attorney as the General Counsel for the Authority. The Authority General Counsel shall be responsible for providing all legal services to the Authority.

F. Auditor and Depositary

The Treasurer of one of the Parties shall be the depositary and have custody of the money of the Authority. In the event the Authority ceases to employ one of the Parties' Treasurer, the Board of Directors shall appoint a qualified person or firm to act as the independent auditor for the Authority. In such event, the Board of Directors shall also appoint a depositary for the Authority's money. The Authority's Auditor shall perform such functions as may be required by this Agreement, the Bylaws, the direction of the Administrative Oversight Staff, or other applicable laws. The Authority's Auditor shall specifically be responsible for ensuring that the Authority's filing requirements with each party pursuant to Government Code Section 6505 are completed.

G. Technical Operations Committee

The Technical Operations Committee shall be composed of the Police Chief from each City, and shall oversee the Police Communications Director's day to day operations of the JPA, through oversight, direction, and assistance. The Technical Operations Committee shall make recommendations to the Administrative Oversight Staff whenever directed regarding the Administrative Oversight Staff's duties.

Section 4. Meetings of the Board of Directors.

A. Time of Meetings

The Board of Directors shall meet at least once annually. The Board may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by any Board Member. The date and hour of any regular meeting shall be scheduled by order of the Board. The location for the conduct of meetings shall be Westcomm Center, unless otherwise specified in the meeting notice.

B. Minutes

The Police Communications Director shall keep minutes of regular, adjourned and special meetings. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Parties.

C. Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum.

D. Conflict of Interest Code

Pursuant to the provisions of the Political Reform Act, the Board of Directors shall cause to be prepared a Conflict of Interest Code which shall be adopted by the Board and filed and amended as required by State law.

E. Brown Act

All meetings of the Board of Directors shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 *a seq.*).

Section 5. Powers and Duties of the Authority.

The Authority shall have the powers common to the Parties as set forth in the recitals of this Agreement and the Authority is authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any and all of the following:

1. To make and enter into contracts;
2. To employ agents and employees;
3. To acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
4. To acquire, hold, lease, or dispose of property;
5. To incur debts, liabilities, or obligations;
6. To receive gifts, contributions, and donations of property and funds, services, and other forms of financial assistance, from persons, firms, and corporations and any governmental entity;
7. To rent or lease communications services to non-public agencies; and
8. To sue and be sued in its own name.

Section 6. Fiscal Year, Annual or Biennial Budget/Financing and Assessments.

A. Fiscal Year

The Authority's fiscal year shall be the twelve month period commencing each July 1 and ending the following June 30.

B. Annual or Biennial Budget

- (1) The Authority shall operate only under a fiscal year budget approved and adopted either annually or biennially by the Board of Directors at its discretion as set forth in this Section. The Authority may not operate at a deficit. The Parties shall pay for the entire operation of the Authority, with the annual expenditure budget determining the total amount of assessments required.
- (2) The total annual assessment shall be divided among the Parties as follows: The City of Seal Beach shall pay 30.3%, the City of Cypress shall pay 45.3% and the City of Los Alamitos shall pay 24.4% of the entire operating and capital cost of the Authority.
- (3) Each annual or biennial operating budget shall be approved and adopted by majority vote of the Board of Directors of the Authority.

C. Budget Elements

The Board of Directors, in adopting an annual or biennial budget, thereby fixes the assessment against the Parties which shall be binding on each of them. The budget shall include, but is not limited to, the following components:

(1) Operation and Maintenance Expenses

The costs of operating and maintaining a facility and the communications/computer equipment housed therein shall include, but is not limited to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement parts necessary to repair Facility equipment due to normal wear and tear from ordinary usage.

(2) Capital Expenditures

Capital expenditures shall include the costs of original purchase of communications and computer equipment, hardware, software, and other fixed asset items typically having a useful life of more than one (1) year, including equipment improvements and additions, as opposed to replacement parts from ordinary maintenance during the useful life of the capital items. All costs

associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

Capital expenditures shall be shared by the Parties in conformance with the costs formula as established under Section 6.B.2 of this Agreement, except capital expenditures which are incurred for and which are unique to a minority of the Parties, in which case such minority shall share the expense equally.

D. Assessments

Upon adoption of the budget by the Board of Directors, and the forwarding thereof to the governing bodies of the Parties by the Police Communications Director, the assessments fixed therein are automatically due and payable without further notice as follows:

July 15:	35% of total assessment
October 15:	25% of total assessment
January 15:	25% of total assessment
April 15:	15% of total assessment

The Board of Directors may set a different payment schedule to accommodate capital, if sufficient monies would not otherwise be on hand for such purchases.

A five percent (5%) late charge shall be imposed upon assessment payments not received by the Authority within thirty (30) calendar days following the scheduled dates for payment. An additional five percent (5%) shall be imposed if payment is not received within an additional thirty (30) calendar days. If an assessment, including late charges, is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Party shall be in default and subject to immediate and automatic termination as a Party in accordance with Section 10 of this Agreement.

E. Budget Authority of Police Communications Director

The Police Communications Director for the Authority shall have the authority to fully implement the approved budget. However, the Police Communications Director may not exceed the personnel staffing authorized in the budget, either in number, position, or classification or salary. In addition, the Police Communications Director may not alter the capital budget, utilize the reserve contingency, or increase the total amount of the approved expenditure budget without the approval of the Board of Directors. Transfer between expenditure categories must be approved by the Administrative Oversight Staff or its authorized designee.

Section 7. Term of Agreement.

This Agreement shall become effective as of the date hereof and shall be binding upon all parties hereto until the close of five (5) full fiscal years following said effective date, and shall thereafter continue in full force and effect from year to year.

Section 8. Liability, Indemnity, and Insurance.**A. Liabilities**

Except as otherwise provided herein, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities, or obligations of the Authority alone and not of the Parties of this Agreement.

B. Several Liability

Each Party's responsibility for the debts, liabilities, and obligations of the Authority shall be strictly several, and not joint and several, and nothing herein shall be construed as creating any type of partnership, joint venture, association, or trust between the Parties. The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, or obligations of the Authority alone and not of Parties, unless expressly specified herein.

C. Indemnification and Insurance

- (1) From and after the effective date of this Agreement, the Authority shall fully indemnify, defend, protect, and hold harmless each Party and their respective officers, employees, agents, and representatives ("Party" hereinafter) with respect to any loss, damage, injury, claim, demand, action, litigation, or liability and all expenses and costs relating thereto (including actual attorneys' fees) arising out of or in any way related to (a) the performance of this Agreement; (b) any contract or agreement assumed by or otherwise transferred to the Authority; and (c) any asset transferred to and accepted by the Authority, including but not limited to real property, personal property, equipment and apparatus. It is also understood and agreed that, pursuant to California Government Code Section 895.4, the Authority shall fully indemnify, defend, protect, and hold harmless each Party from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the Authority. In the event that, notwithstanding Government Code Section 6508.1 and this subsection (1), the Parties are found jointly and severally liable for any negligent or wrongful act or omission committed by the Authority in the performance of this Agreement pursuant to Section 895.2 of the Government Code, which imposes certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code, or in the event the Authority's liability exceeds its insurance coverage, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 859.6 of said Code, allocate said Party's

responsibility for that liability in accordance with the formula set forth in Subsection B(2) of Section 6 herein.

- (2) From and after the effective date, the Authority shall maintain during the term of this Agreement, Workers compensation insurance as required by law and, in addition, general comprehensive liability insurance in the minimum limit of \$10,000,000 combined single limit per occurrence and annual aggregate. Each of the Parties' members shall be named as an insured on the general comprehensive liability policy. Alternatively, the Authority may self-insure, subject to the approval of the Parties. Prior to the Effective Date, the Authority shall provide each of the Parties with certificates of insurance or proof of self-insurance evidencing the coverage. Such insurance is a condition precedent to performance under this Agreement, and until the Authority obtains insurance as provided for in this Paragraph, performance under this Agreement is excused and no Party shall have any right against any other member in equity or law. "
- (3) Each Party hereto agrees to fully indemnify, defend, protect, and hold harmless the Authority and the other parties and their respective officers, employees, agents, and representatives from any liability for damages, actual or alleged, to persons or property arising out of or resulting from negligent or wrongful acts or omissions of that Party. It is also understood and agreed that, pursuant to Government Code Section 895.4, each Party shall fully indemnify, defend, protect and hold harmless the Authority and the other parties and their respective officers, employees, agents, and representatives from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any negligent or wrongful acts or omissions on the part of that Party. In the event liability arises out of or results from negligent or wrongful acts or omissions of two or more of the Parties, those Parties will assume the full liability imposed respectively upon them or any of their officers, employees, agents, and representatives by law to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purposes, each Party indemnifies and holds harmless the other parties for any cost or expense that may be imposed upon such other parties solely by virtue of said Section 895.2.
- (4) The Parties agree that no immunity available to the Parties under state or federal law or regulation shall be waived with respect to any third party claim.

Section 9. Termination, Withdrawal.

A. Termination

Each Party shall remain a Party to this Agreement and share in the costs of start up and operation of the Facility for the term of this Agreement. If, in the interim, a Party defaults on payment of any assessment as defined in Section 6, or otherwise breaches this Agreement, such Party shall be automatically terminated as a Party to this Agreement. The terminated Party remains liable for the defaulted payment and late charges for the balance of the year's assessment, and for assessments for years remaining in the minimum five (5) year term of agreed participation. Such subsequent assessments will be determined as if the terminated Party were still a Party to the Agreement; the assessment will be due and payable in full on the first day of the fiscal year for which it is levied.

After expiration of the five (5) full year of participation, any Party defaulting on payment shall be automatically terminated as a Party to this Agreement and shall be liable for any defaulted payments and late charges.

B. Withdrawal

A Party may withdraw as a Party to this Agreement without penalty provided the effective date of the withdrawal shall not be sooner than the close of the initial five year term of this Agreement and provided the withdrawing party has given at least two years' prior written notice of withdrawal to the Authority. A withdrawing Party shall perform all obligations required by this Agreement until the noticed date of withdrawal.

C. Legal Redress

The Authority retains the right to seek legal redress, if necessary, to obtain payment on amounts due. A terminated Party which withdraws forfeits any claim to any assets of the Authority.

Section 10. Dissolution.

The Board of Directors may mutually agree to terminate this Agreement and the Authority shall thereby dissolve in accordance with applicable law. The vote of the Board of Directors to dissolve shall be unanimous. Dissolution shall only be effective upon the last day of the fiscal year, but shall in no event be effective until the requirements of Section 12 are met.

Section 11. Disposition of Assets.

A. Process

This Agreement may not be terminated or disposition of assets made to the Parties to the Agreement until the Authority reasonably exhausts all means of collecting any monies due

the Authority, and identifies and satisfies all obligations and liabilities of the Authority. The Board of Directors must formally accept a final accounting prepared by the Treasurer before any final disposition of net assets may be made and termination of the Agreement consummated.

B. Asset Ownership

In the event of the withdrawal of one of the member parties to this agreement, the Authority shall distribute to the withdrawing party that party's *pro rata* share of the operating equipment and other liquid assets determined in proportion to the withdrawing party's relative assessment as set forth in Section 6.B.2. of this agreement. Such distribution shall be made by the Board of Directors, in the form of either a cash payment, operating equipment, or a combination thereof.

In the event of a dissolution, the assets of the Authority shall be divided among the parties in proportion to each party's respective assessment percentage as set forth in Section 6.B.2.

For purposes of this section, operating equipment shall not include the structure, radio and telephone lines or other permanent fixtures, which shall become the property of the City of Seal Beach upon any dissolution.

The value of assets for purposes of this section shall be the fair market value and such value shall be established as of the effective date of the withdrawal or dissolution.

C. Debt Obligation

If the Authority issues debt, each Party at the time of the issuance is responsible for its share of the annual debt service payment regardless of whether it has withdrawn as a Party.

Section 12. Amendment to Agreement.

This Agreement may be amended only by a unanimous vote of the Parties to the Agreement. Any proposed amendment shall be formally directed to the Board of Directors. The Board shall then review the proposed amendment and forward it with a Board recommendation to the governing body of each Party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendments to the Agreement, which shall be adopted, properly executed, and returned to the Board of Directors if the Party concurs with the amendment. The Police Communications Director shall notify each Party of the resultant action.

Section 13. Additional Parties to Agreement.

Public entities which are not Parties to this Agreement, may become Parties hereto only by amendment to this Agreement as defined in Section 12 and subject to the following terms and conditions:

- A. The Board of Directors shall determine a buy-in fee for long term fixed assets (capital expenditures) and associated debt owed by the Authority at the time of the buy-in.
- B. The effective date of the amendment to this Agreement and inclusion as an additional Party shall only occur on the first day of the fiscal year. Such public agencies which become Parties hereto shall be entitled to all rights and obligations of the Authority and shall become Board Members as defined in this Agreement.

Section 14. Miscellaneous.

- A. Bonding

Any officer, official, or employee of the Authority who has charge or disbursement authority over Authority funds or property shall obtain a surety bond in the amount of \$100,000. The premium, if any, of any such bond shall be a lawful charge and obligation of the Authority.

- B. Notice of Creation

A notice of the creation of the Authority by this Agreement shall be filed by the Authority with the Secretary of State, pursuant to Section 6503.5 of the Act.

- C. Dispatch Service to Other Agencies

The Authority may provide dispatch service to public agencies not a party to this Agreement (hereinafter referred to as "User Agency" or "User Agencies" as appropriate), but only upon majority approval of the Board of Directors. Such service shall be by annual contract approved by the Board of Directors.

Section 15. Severability.

Should any part, term, portion, or provision of this Agreement, or the application thereof to any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Parties intended to enter into in the first instance.

Section 16. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10F

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Request for Proposals (RFP No. 2025-10) for the Citywide On-Demand EV Transportation Services

SUMMARY

This item authorizes the solicitation of proposals to provide the Citywide On-Demand Electric Vehicle (EV) Transportation Services (RFP No. 2025-10).

RECOMMENDATION

1. Approve the Request for Proposals (RFP No. 2025-10) for the Citywide On-Demand EV Transportation Services; and,
2. Authorize Staff to advertise and solicit proposals.

BACKGROUND

The City of Los Alamitos has actively engaged in community outreach and planning to improve transportation access, particularly for seniors. From March 2022 to August 2023, the City conducted a Senior Transit Needs analysis, including a survey of 100 older adults, which revealed that 11% required transportation services. Community meetings in early 2023 further refined these needs, focusing on medical and non-medical transportation along key corridors like Katella Avenue and Los Alamitos Boulevard. The City's Active Transportation Plan (2021) also identified a desire for expanded multimodal transit, particularly in central Los Alamitos, aligning with local and regional goals to provide accessible, sustainable transportation for the community. The City applied for and was awarded the Los Alamitos Community-Based Transit Circulator Program funding to provide a citywide on-demand EV Transportation service for the next several years.

DISCUSSION

A citywide EV Transportation program offers numerous benefits, including environmental improvements through reduced emissions and improved air quality and providing an on-demand transportation option for underserved populations such as seniors. Providing this service will benefit the community by increasing economic development and improve services for Los Alamitos residents.

The City of Los Alamitos applied for and was awarded the Orange County Transportation Authority (OCTA) approved Measure M2 funding for the Los Alamitos Community-Based Transit Circulator Program, allocating \$1,930,472 on September 12, 2024. This funding is part

of OCTA's Comprehensive Transportation Funding Programs (CTFP). It aims to support services like on-demand micro-transit, which can better serve areas with limited regional transit options. The on-demand services are eligible for up to \$296,000 annually, with funding escalation over the next six years, contingent on a 50% local match.

The proposed shuttle service exceeds these needs, offering 12 hours of service five days a week, addressing the transportation needs of seniors and other residents. This proposal aligns with regional planning initiatives, including Orange County Transportation Authority's "Directions 2045" Plan, which supports on-demand shuttle services and mobility hubs. Additionally, Seal Beach, Huntington Beach, and Anaheim have successfully implemented a similar hybrid shuttle service for the public.

The purpose of the Request for Proposal (RFP) is to solicit and select a contractor to provide services for the development and implementation of the City's new on-demand transportation services. The selected contractor will be responsible for providing all necessary labor, equipment, vehicles, and materials to operate the service efficiently and meet the City's requirements. This includes managing operations, ensuring accessibility, and maintaining the fleet while aligning with community needs and regional transportation goals.

Some key elements of the RFP:

Service Hours & Area:

- Hours of Operation: 12 hours per day, 5 days per week.
- Service Area: Entire City of Los Alamitos, covering key locations such as UCI Health – Los Alamitos, the Los Alamitos Community Center, major shopping areas, transit connections, and community facilities.

Fleet Composition:

- 3 All-Electric Sedans for general service.
- 1 All-Electric ADA-Accessible Van with wheelchair lift/ramp and safety features.

On-Demand Service:

- Booking System: Users can request rides via mobile app, website, or phone.
- Prioritized ADA Access: Disabled passengers will have priority access to the ADA van, with support for boarding and de-boarding.

Community Outreach & Engagement:

- Focused outreach to seniors, individuals with disabilities, and local organizations to ensure broad community access.
- Feedback mechanisms to gather rider input and improve service.

The following is an approximate timeline for the awarding of the contract:

04/29/2025	Request for Proposal Made Available on BidNet
05/19/2025	Proposals Due on BidNet
05/20/2025	City Review of Proposals
05/27/2025	Tentative Interview/Presentation with Proposal Submitters
06/23/2025	City Council Consideration for Awarding

FISCAL IMPACT

The City has been awarded an Orange County Transportation Authority grant of \$1,930,472 through Measure M2 funding. The grant is for year-round on-demand shuttle service for seven years (FY 25/26 – FY 31/32), subject to a 50% local match requirement.

Attachment: 1. Citywide On-Demand EV Transportation Services (RFP No. 2025-10)

City of Los Alamitos



Request for Proposal (RFP) 2025-10

For

CITYWIDE ON-DEMAND EV TRANSPORTATION SERVICES IN THE CITY OF LOS ALAMITOS, CALIFORNIA

APRIL 2025

NOTICE TO BIDDERS

1. Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Proposals must be received by **3:00 P.M. on May 19, 2025**.

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**NOTICE OF REQUEST FOR PROPOSALS 2025-10
FOR
CITYWIDE ON-DEMAND EV TRANSPORTATION SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN The City of Los Alamitos, California, (City) is requesting proposals from qualified persons, agencies, entities and/or organizations (hereinafter referred to as "Contractor") to provide Citywide On-Demand EV Transportation Services. Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline:

Proposals will be received up to the hour of 3:00 P.M (Pacific Standard Time) on the 19th day of May 2025 and will be opened virtually at that time.

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

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

Contact: Questions or Requests for Information (RFIs) or interpretations are due on **May 8, 2025**, and shall be submitted on BidNet portal.

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

SECTION I: INSTRUCTION TO BIDDERS

BACKGROUND

The City of Los Alamitos (City) is seeking proposals for the operation of an all-electric, on-demand shuttle service as part of the Citywide On-Demand EV Transportation Program. The shuttle service will operate within the full boundaries of the City of Los Alamitos, providing an accessible and efficient transportation option to residents, workers, and visitors throughout the city. This service aims to fill transportation gaps by offering a user-initiated, flexible mobility solution, ensuring that all areas of the city, including key community destinations such as UCI Health – Los Alamitos, the Los Alamitos Community Center, and other major access points along Katella Blvd. The shuttle service will be available on-demand, 12 hours a day, five days a week, and is open to all residents of the City of Los Alamitos. While the service will prioritize accessibility for seniors and individuals with disabilities, it will be available to the general public, offering ADA-compliant vehicles equipped with a wheelchair lift or ramp to ensure inclusivity for all riders.

1. RFP Timeline

The schedule of key milestones related to the Citywide On-Demand EV Transportation Services is as follows:

- | | |
|------------------------------------|-----------------------|
| • Proposal Release Date | April 29, 2025 |
| • Last Day of Questions | May 8, 2025, 5:00 PM |
| • Proposal Submittal Due Date | May 19, 2025, 3:00 PM |
| • Tentative Interview/Presentation | May 27-29, 2025 |
| • Council Award of Contract | June 23, 2025 |

2. RFP AND RELEVANT MATERIALS AVAILABILITY & ELECTRONIC BIDDING PORTAL

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

All relevant materials shall be obtained from BidNet.

3. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES

Before submitting a proposal, the Respondent must (i) examine the Contract Documents thoroughly; including without limitation the Agreement wherein each of the other Contract Documents is identified; (ii) visit the sites and the locality where the work is to be

performed to familiarize themselves with local conditions that may in any manner effect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate Respondent's observations with the Contract Documents.

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

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

4. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Requests for an interpretation shall be submitted on BidNet portal by May 8, 2025. Interpretations by the City will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties that have registered with the City by way of BidNet portal on a particular project. It is the responsibility of all perspective Respondents to register on the City's BidNet portal (<http://cityoflosalamitos.org/517/Bid-Opportunities>) to ensure receipt of any addendum(a) prior to proposal submittals. Additionally, plans, specifications, bid document, addendum(a), questions and answers, forms to complete, supplements to construction documents or specifications will be available on the City's BidNet Portal. City makes no guarantee that all Respondents will receive all addenda. All such addenda shall become part of the contract.

5. SUBMITTAL REQUIREMENTS

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

Successful proposals must include:

- Proposal Coversheet - Attachment A
- Rate and Services Structure Form - Attachment B
- Response to Technical Questions - Attachment C
- Non-Collusion Affidavit – Attachment D

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

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

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

Respondents are required to submit (upload) all items on BidNet. Proposals will be received up to the hour of **3:00 p.m., on the 19th of May, 2025** and will be opened online at that time.

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

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

6. TAXES

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

7. RFP AMENDMENTS AND CANCELLATION

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

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

8. REJECTION OF PROPOSALS

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

9. POSTPONEMENT OF BID OPENING

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

10. DISQUALIFICATION OF BIDDERS

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

11. WITHDRAWAL OF PROPOSAL

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

12. AWARD OF CONTRACT

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

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

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

The contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Citywide On-Demand EV Transportation Services agreement, which may be delivered to said party or his representatives on the work.

13. ADDITIONAL CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completing the specified services in accordance with the City's Citywide On-Demand EV Transportation Services Agreement.

14. COMPLIANCE WITH LAW

The Contractor responding to this RFP shall provide the transportation services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, Orange County, and City of Los Alamitos.

15. TERM OF AGREEMENT

The term of the agreement is for one seven-year contract with an optional two-year extension by mutual agreement.

16. CITY BUSINESS LICENSE

The contractor must obtain a City business license before completing an agreement/contract with the City.

17. EXECUTION OF CONTRACT

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

18. PROPOSAL RESPONSE

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

SECTION II: SCOPE OF SERVICES AND STANDARD OF PERFORMANCE

The Citywide On-Demand EV Transportation will provide accessible, efficient, and environmentally sustainable transportation across the City of Los Alamitos, utilizing a fleet of all-electric vehicles. The service will address mobility gaps, focusing on seniors, individuals with disabilities, and residents with limited access to regional transit.

Key Elements:

1. **Service Hours & Area:**
 - **Hours of Operation:** 12 hours per day, 5 days per week.
 - **Service Area:** Entire City of Los Alamitos, covering key locations such as UCI Health – Los Alamitos, the Los Alamitos Community Center, major shopping areas, transit connections, and community facilities.
2. **Fleet Composition:**
 - **3 All-Electric Sedans** for general service.
 - **1 All-Electric ADA-Accessible Van** with wheelchair lift/ramp and safety features.
3. **On-Demand Service:**
 - **Booking System:** Users can request rides via mobile app, website, or phone.
 - **Prioritized ADA Access:** Disabled passengers will have priority access to the ADA van, with support for boarding and de-boarding.
4. **Driver & Staffing Requirements:**
 - **W-2 Employees:** All drivers must be W-2 employees, not subcontractors.
 - **Experience:** Providers must have 5+ years of electric microtransit experience and 5+ years of advertising sales experience.
5. **Funding & Financials:**
 - **Measure M2 Grant:** \$1,930,472 in funding with a 50% local match requirement.
 - **Revenue Potential:** Possible additional revenue from advertising sales on vehicles or via the booking platform.
6. **Community Outreach & Engagement:**
 - Focused outreach to seniors, individuals with disabilities, and local organizations to ensure broad community access.
 - Feedback mechanisms to gather rider input and improve service.

Standard of Performance:

1. **Service Reliability:**
 - On-time performance with minimal disruptions.
 - Availability of vehicles during operating hours, with adherence to established routes and schedules.
2. **Vehicle Maintenance & Compliance:**
 - All vehicles must be well-maintained, ADA-compliant, and fully electric.
 - Regular safety checks and compliance with all local and federal transportation regulations.
3. **Driver Qualifications & Training:**
 - Drivers must be fully trained in ADA service, electric vehicle operation, and customer service.

- W-2 employment status for all drivers with minimum 5 years' experience in microtransit operations.
- 4. **Customer Satisfaction:**
 - Quick response to service issues and customer inquiries.
- 5. **Environmental Impact:**
 - Maintain a fully electric fleet to minimize carbon footprint and contribute to the City's sustainability goals.
- 6. **Performance Metrics:**
 - Monthly or quarterly performance reports, including relevant data on operational efficiency, vehicle availability, and customer feedback, to ensure compliance with service standards.

SECTION III: SUBMITTALS

Complete Proposal Submittal Consists of:

1. Proposal Coversheet - Attachment A
2. Rate and Services Structure Form - Attachment B
3. Response to Technical Questions – Attachment C
4. Non-Collusion Affidavit - Attachment D

PROPOSAL COVERSHEET - ATTACHMENT A

A. Company Information

Contractor Name: _____

Physical Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Representative's Email Address: _____

Representative Office Phone # _____

Representative Cell Phone # _____

Company Website Address: _____

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

Date Company was Established: _____

Years of Experience: Respondent has _____ years of experience as a contractor in Microtransit Services

B. Acknowledgement & Assurances

- (a) Respondent has examined copies of all the Contract Documents, including without limitation the Agreement (Exhibit A) wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.
- (b) Respondent proposes and agrees, if this proposal is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this proposal and in accordance with the Contract Documents.

- (c) Respondent has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.
- (d) The cost proposal must include cost for Citywide On-Demand EV Transportation Services for seven (7) years, that incorporates all aspects of the work plan and covers all tasks identified in the Scope of Work.
- (e) It is expected that general, overhead, and administrative costs are included in the monthly fee. It will be assumed that all contingencies and/or anticipated escalations are included.
- (f) Respondent is fully qualified to perform the work.
- (g) The undersigned agrees that the City reserves the right to reject any or all proposals and reserves the right to waive informalities in a proposal or proposals not affected by law, if to do so seems to best serve the public interest.

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

Print Name

Signature of Representative

Company Name

Date

RATE AND SERVICES STRUCTURE FORM - ATTACHMENT B

Rate and Services Structure

On a separate paper, please provide brief narrative entitled, "RATE AND SERVICES STRUCTURE FORM -ATTACHMENT B" providing the following information below. For an actual service compensation system, a copy of the Contractor's current rate schedule as relevant to the fee proposal.

Job Description:

- A detailed description of the roles and responsibilities of the personnel involved in the project.

Hourly Rate by Staff Classification:

- List the hourly rate for each staff classification involved in the project (e.g., project manager, driver, technician).

Estimated Out-of-Pocket Expenses:

- Provide an estimate of all out-of-pocket expenses, including transportation, materials, or other costs necessary for service delivery.

All-Inclusive Maximum Fee:

- The maximum total fee, including labor, materials, equipment, and out-of-pocket expenses, that will not be exceeded during the project.

Billing Process:

- The frequency and timing of the Contractor's billing process (e.g., monthly, upon completion of milestones).

Cost of Additional Related Services (if applicable):

- Provide the cost for any additional services that may be required during the project, not included in the base proposal.

Proposal Schedule Total: \$_____

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

Proposal Schedule Total (in words):

RESPONSE TO TECHNICAL QUESTIONS FORM - ATTACHMENT C

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

Section 1: Company Experience & Qualification

- Provide company experience and qualifications to meet the scope of work and standard of performance.
- State company's financial condition and identify any condition (e.g. bankruptcy, pending litigation, planned office closures, merger, etc. that may impede the Respondent from providing services).

Section 2: Personnel

- Attach an organizational chart for your company or the local office servicing this contract.
- List personnel handling the day-to-day management of the contract. List their certifications, specialty, and licenses.

Section 3: Approach

- Describe your vision for achieving the Project Scope and how your approach aligns with the City's goals for delivery service. Ensure the plan clearly communicates your strategy for operating the shuttle service.
- Describe how you plan to implement the Scope of Services and meet the Standard of Performance. Include any innovative ideas, techniques, or suggestions to ensure smooth execution, including vehicle maintenance and ADA compliance.
- Explain your company's ability to operate effectively across the entire service area, including both existing and expanded regions.
- Outline the communication plan between your representative and the City's representative. Include reporting procedures, coordination, and timely updates on project progress.
- Describe your process for addressing complaints or deficiencies in the service, focusing on prompt and effective resolution.
- Provide details of your safety program and how it ensures the safety of passengers, drivers, and vehicles. Highlight how your company maintains safety standards in all aspects of operations.
- Describe your branding strategy for the shuttle service. Include how you will promote the service to the community and ensure it aligns with the City's image and values.

Section 4: References

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

- a. Company Name
- b. Customer Contact Name
- c. Phone number
- d. E-mail address
- e. Number of years your company has provided Microtransit Services for each reference

NON-COLLUSION AFFIDAVIT - ATTACHMENT D

The undersigned declares:

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

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

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

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

Signature of Declarant

Printed Name of Declarant

SECTION IV: EVALUATION

1. SELECTION CRITERIA

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

A. Completeness of Proposal

Completeness of proposal. Provided all requested information.

B. Qualification

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

C. Approach

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

D. Reference Evaluation

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

E. Reasonableness of Cost and Price

Reasonableness and competitiveness of the contractor's cost proposal. Inclusion of other fees not listed in Rate and Services Structure Form - Attachment B.

SECTION V: EXHIBITS

EXHIBIT A – CITYWIDE ON-DEMAND EV TRANSPORTATION SERVICES AGREEMENT

EXHIBIT B - WORKERS' COMPENSATION INSURANCE CERTIFICATE

EXHIBIT C - ENDORSEMENTS TO INSURANCE POLICY

EXHIBIT D - STATEMENT REGARDING INSURANCE COVERAGE

EXHIBIT E – CITY MAP

EXHIBIT A

CITYWIDE ON-DEMAND EV TRANSPORTATION SERVICES AGREEMENT [enter name of contractor]

THIS AGREEMENT FOR CITYWIDE ON-DEMAND EV TRANSPORTATION SERVICES (“Agreement”) is made and entered into, to be effective this ____ day of _____ 2025 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, a _____, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide Citywide On-Demand EV Transportation Services.

B. In response to City’s formal Request for Proposals No. 2025-10 (RFP), dated _____, 2025, Contractor has submitted to City a written proposal, dated _____, 2025, to provide Citywide On-Demand EV Transportation Services.

D. City desires to engage Contractor to provide such Citywide On-Demand EV Transportation Services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2025, 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. 2025-10, dated _____; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the

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

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

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

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Contractor shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

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

2. COMPENSATION

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

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (45) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

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

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for an initial term of seven (7) years and may thereafter be extended by mutual written agreement of the Parties for an additional two (2) year term.

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City.

If Contractor is permitted by City to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2 Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or

governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any officer, employee, representative, agent, subconsultant or subcontractor of Contractor providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

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

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate.

The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

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

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Contractor shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Contractor provides written verification to the City that Contractor does not have any employees.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 Additional Insured. The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City’s sole and absolute discretion.

5.6 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Contractor shall promptly furnish, at City’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Contractor as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Contractor shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and

attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Contractor are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

The Contractor's indemnification obligation shall survive termination of this Agreement.

7. REPORTS AND RECORDS

7.1 Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall

not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to 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 – _____.

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, APC
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@woodruff.law

To Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

10.2 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”

City of Los Alamitos

By: _____

Shelley Hasselbrink

Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____

Michael S. Daudt

City Attorney

By: _____

Windmera Quintanar, MMC

City Clerk

“Contractor”

Name of Contractor

By: _____

Name

Title

By: _____

Name

Title

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2025

EXHIBIT B
WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE:_____

Contractor

By:_____
Signature

Title

Attest:

By:_____
Signature

Title

EXHIBIT C
ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and

2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and

3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and

4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.

5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.

6. The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insurers under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date

EXHIBIT D
STATEMENT REGARDING INSURANCE COVERAGE

REQUEST FOR PROPOSAL (RFP) 2025-10
CITYWIDE ON-DEMAND EV TRANSPORTATION SERVICES IN THE CITY OF LOS
ALAMITOS

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT E CITY MAP

LOCATION OF RESIDENTIAL NEIGHBORHOODS

- A Country Square
- B College Park North
- C Greenbook
- D Woodcrest
- E Old Town West
- F Old Town East
- G Old Dutch Haven
- H Suburbia
- I Highlands
- J Parkewood
- K Apartment Row
- L Carrier Row
- M New Dutch Haven
- N Royal Oak Park
- O El Dorado Park Estates East
- P Bungalows



CITY OF
Los Alamitos
California

DISTRICTS

1 2 3 4 5

Election Sequence:

2020: 1,2,3

2022: 4,5

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10G

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid to WGJ Enterprises, Inc., dba PCI for the Katella Avenue Striping Improvements Project (CIP 24/25-07)

SUMMARY

This item recommends the City Council award the construction bid for the Katella Avenue Striping Improvements Project (CIP 24/25-07) from East of the 605 Freeway Northbound On Ramp to the eastern Los Alamitos/Cypress boundary to WGJ Enterprises Inc., dba PCI in the amount of \$98,373.00.

RECOMMENDATION

1. Award a contract to WGJ Enterprises Inc., dba PCI for the construction of the Katella Avenue Striping Improvements Project (CIP 24/25-07) in the amount of \$98,373.00; and,
2. Authorize the Mayor to execute the contract with WGJ Enterprises Inc., dba PCI for the Katella Avenue Striping Improvements Project (CIP 24/25-07); and,
3. Authorize the City Manager or his designee to approve and execute change orders in an amount not to exceed the contingency reserve of 25% or \$24,593.00 for a total project cost of \$122,966.00.

BACKGROUND

Striping and pavement markings help maintain safe, up-to-date standards that comply with current Federal and State guidelines. Citywide striping has been deferred for several years. The existing striping and pavement markings on Katella Avenue, from east of the 605 Freeway Northbound on-ramp to the eastern Los Alamitos/Cypress boundary, are faded and need repainting. The East/West Boulevard has six lanes (3 lanes in each direction), is a divided roadway, and accommodates over 30,000 vehicles daily.

DISCUSSION

A striping plan was incorporated into the Capital Improvement Program in FY 2024/2025 to address needed improvements and maintenance of several roadways in the City. The Katella Avenue Striping Project will restripe lane lines and pavement markings on the boulevard. City Council approved the plans and specifications in February 2025. The Engineer's Estimate for this project was \$147,000.

Notice Inviting Bids was issued on February 26, 2025 and bids were publicly opened on March

20, 2025. Four bids were received:

Company Name	City	Bid Amount
WGJ Enterprises, Inc.	Azusa, CA	\$ 98,373
Cat Tracking, Inc	Riverside, CA	\$105,000
Safe USA, Inc	Ontario, CA	\$128,000
Cal Stripe, Inc	Colton, CA	\$134,995

WGJ Enterprises, Inc., dba PCI of Azusa, California was determined to be the lowest responsive bidder with a bid amount of \$98,373. Staff are recommending the City Council award the construction contract to PCI in the amount of \$98,373 and authorize a construction contingency of \$24,593.00. The project's budget is estimated to be as follows:

Design, Plans & Specifications	\$ 15,552
Construction	\$ 98,373
Contingency	\$ 24,593
Construction Inspection/Support Svcs	\$ 19,000
TOTAL	\$157,518

The tentative construction schedule is as follows:

April 28, 2025	Award Construction Contract
May 2025	Pre-construction Meeting
June 2025	Notice to Proceed
July 2025	Project Completion

FISCAL IMPACT

The Katella Striping Improvements Project is budgeted at \$161,700 in the Development Services Department, Street Division, Account No. 10-542-5295. The total project budget of \$157,518 came in under the engineer's estimate.

- Attachment:
1. Agreement - WGJ Enterprises, Inc., dba PCI (CIP 24/25-07)
 2. Standard Specifications Section E (CIP 24/25-07)
 3. Bid Analysis

ARTICLES OF AGREEMENT

STRIPING IMPROVEMENTS ON KATELLA AVENUE SPECIFICATION NO. CIP 24/25-07

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS **STRIPING IMPROVEMENTS ON KATELLA AVENUE AGREEMENT** (“AGREEMENT”) is made and entered into for the above-stated project this 21st day of April, 2025, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and WGJ Enterprises Inc., DBA PCI, a California corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the **STRIPING IMPROVEMENTS ON KATELLA AVENUE** shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Ninety Eight Thousand Three Hundred Seventy Three Dollars (\$93,373.00) unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or

classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a

subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each 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: William G. Jacob, President/Owner

CITY OF LOS ALAMITOS

WGJ ENTERPRISES INC., DBA PCI

3191 Katella Avenue

975 W 1st Street

Los Alamitos, CA 90720

Azusa, CA 91702

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 on the 21st day of April, 2025.

CONTRACTOR:

WGJ ENTERPRISES INC., DBA PCI

William G. Jacob, President/Owner
Contractor’s License No. 415490

Subscribed and sworn to this _____ day of _____, 20__.

SPC24-05

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

ATTESTED: _____
Windmera Quintanar, MMC, City Clerk _____ Date _____
City of Los Alamitos

APPROVED AS
TO FORM: _____
Michael S. Daudt, City Attorney _____ Date _____
City of Los Alamitos

(EXECUTE IN DUPLICATE)

PAYMENT BOND
STRIPING IMPROVEMENTS
ON
KATELLA AVENUE

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to WGJ ENTERPRISES INC., DBA PCI, 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 **NINETY THREE THOUSAND THREE HUNDRED SEVENTY THREE** Dollars (\$93,373.00) 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 _____, 2025.

Contractor*

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

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That WGJ ENTERPRISES INC., DBA PCI, 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 **NINETY THREE THOUSAND THREE HUNDRED SEVENTY THREE Dollars (\$93,373.00)**; 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: **STRIPING IMPROVEMENTS ON KATELLA AVENUE 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 _____, 2025.

Contractor*

Surety*

*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 _____, 2025.

NOTARY PUBLIC.....(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

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 WGJ ENTERPRISES INC., DBA PCI, 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 **FORTY SIX THOUSAND SIX HUNDRED EIGHTY SIX AND 50/100THS** Dollars and (\$46,686.50), 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 _____, 2025.

Contractor*

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....., 2025.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

SECTION E
STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

STRIPING IMPROVEMENTS ON KATELLA AVENUE SPECIFICATION NO. CIP 24/25-07

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 re-stripe the existing strip with paint on Katella Avenue from I-605 to Walker Street (East City limit). Conflicting striping removals raised pavement marker removal/replacement, and curb marking re-painting are excluded from the scope of the project.

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

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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 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:

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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 night work between 10:00 p.m. and 5:00 a.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9. The Agency, however, shall have the right to grant an extension of time for avoidable delay

if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-4.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of **Five Hundred Dollars (\$500.00) per day** for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate

the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby

agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

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.

Notice

Basic Information

Reference Number	0000375873
Issuing Organization	City of Los Alamitos
Owner Organization	City of Los Alamitos
Project Type	RFP - Request for Proposal (Formal)
Project Number	CIP 24/25-07
Title	Striping Improvements on Katella Avenue
Source ID	PU.AG.USA.2526713.C15800926

Details

Location	Orange County, California
Job Location	City of Los Alamitos
Description	The City of Los Alamitos proposes to re-stripe the existing striping with paint on Katella Avenue from I-605 east of northbound On Ramp to Walker Street (East City limit). Conflicting striping removals raised pavement marker removal/replacement, and curb marking re-painting are excluded from the scope of the project.

Dates

Publication	02/20/2025 04:53 PM PST
Question Acceptance Deadline	03/10/2025 11:00 AM PDT
Questions are submitted online	Yes
Bid Intent	Not Available
Closing Date	03/20/2025 11:00 AM PDT

Contact Information

City of Los Alamitos
Chris Kelley
562-431-3538 ext. 531
ckelley@cityoflosalamitos.org

Bid Result Publication Revision**Publication Type**

Unofficial Results

SAFE USA, INC.

Organization Name SAFE USA, INC.
Bid Amount \$128,000.00
Bid Rank 3
Address
767 W 5TH ST
ONTARIO California
91762 United States

Cal Stripe Inc

Organization Name Cal Stripe Inc
Bid Amount \$134,995.00
Bid Rank 4
Address
2040 E Steel Road
Colton California
92324 United States

Cat Tracking Inc.

Organization Name Cat Tracking Inc.
Bid Amount \$105,000.00
Bid Rank 2
Address
17 Commercial Avenue
Riverside California
92507 United States

PCI

Organization Name PCI
Bid Amount \$98,373.00
Bid Rank 1
Address
975 W. 1 Street
Azusa California
91702 United States

Bid Results Email**Email Attachment(s)**

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10H

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of bid to Landscape Structures, Inc. for Soroptimist Park Play Equipment Purchase (CIP 24-25-08)

SUMMARY

This item approves the purchase of playground equipment as part of the Soroptimist Park Renovation Project. Under Section 2.60.110 of the Los Alamitos Municipal Code (LAMC), the City's purchasing ordinance allows purchasing through Sourcewell cooperative purchasing. Through this process the City is able to purchase the playground equipment directly from the manufacturer, Landscape Structures Inc., at a discounted price of \$86,218.05.

RECOMMENDATION

1. Review the proposed park design concept and playground equipment; and,
2. Authorize the City Manager to execute a cooperative purchasing agreement with Landscape Structures, Inc. for the Soroptimist Park playground equipment in the amount of \$86,218.05.

BACKGROUND

Under Section 2.60.140(D) of the Los Alamitos Municipal Code (LAMC), the City's purchasing ordinance allows the City to "piggyback" off another public agency or government entity that has selected a vendor using competitive bidding procedures substantially the same as, or similar to, those normally utilized by the City for the acquisition of materials, supplies, equipment, or services. If such a determination is made, the City Manager or City Council, as applicable, may proceed to purchase the materials, supplies, equipment, or services at a price equivalent to that offered to the acquiring agency.

Cooperative purchase agreements enable cities to maximize cost savings and staff resources by sharing contracting (piggyback) and purchasing efforts with other government agencies. Utilizing cooperative purchasing agreements is advantageous to the City because it provides an opportunity for the City to obtain lower pricing through volume purchasing. It is more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

Sourcewell is among the leading national government purchasing cooperatives, providing government procurement resources and solutions to local and state government agencies, educational institutions, and nonprofits seeking the best overall pricing. Sourcewell has the combined buying power of thousands of government/education entities to offer cooperative

purchasing contracts, to participating member agencies. The City is a member agency at no fee to the City. Other member agencies include the Cities of Cypress, Anaheim, Brea, Fountain Valley, Costa Mesa, and the County of Orange. As a member of Sourcewell, the City is able to connect to any contract in the Sourcewell portfolio that contains hundreds of vendors.

During the planning stage for the Soroptimist Park Renovation Project, city staff determined it to be cost-effective for the City to purchase the park's new playground equipment directly from the manufacturer, through a cooperative purchasing agreement.

DISCUSSION

The Soroptimist Park Renovation Project is one of three Park Projects in the FY 24/25 Capital Improvement Program. 1) Sterns Park Rehabilitation Project is complete, 2) Labourdette Park Renovation Project is under construction, and 3) Soroptimist Park is beginning. The City contracted Hirsch and Associates, Inc. for the architectural design and project management of the Soroptimist Park Renovation Project (CIP 24-25-08). The Parks, Recreation, and Cultural Arts Commission was presented with two design concepts for different playground, fitness, and park amenities.

The improvement of Soroptimist Park will include the replacement of the wood chips with a rubberized surface and the replacement of play equipment that will provide different age groups with upgraded amenities, consistent with similar upgrades in the improvements to Sterns Park and Labourdette Park. The play equipment will also include play units that will provide inclusive play and attractive features for all accessible participants. Two options were presented to the Parks, Recreation, and Cultural Arts Commission, and they recommended the purchase of the equipment from Landscape Structures, Inc. which is a part of Sourcewell cooperative contracts.

The estimated Park Project budget is as follows:

Playground Equipment	\$ 86,218
Demolition & Construction	\$102,501
Construction Contingency	\$ 20,500
Labor Compliance	\$ 5,000
Architect Design, Plans & Construction Support	\$ 47,000
Construction Inspection	\$ 10,000
Total	\$271,219

FISCAL IMPACT

The Soroptimist Park Renovation Project is part of the adopted Fiscal Year 2024/25 Capital Improvement Program (CIP). Approved Project funding includes a Prop 68 Grant of \$184,949 plus General Fund monies of \$55,000 for a total of \$239,949. Funding for playground equipment is included in the approved Prop 68 Grant budget and will be taken from Fiscal Year 24/25, account number 10-570-5501.2504.

During the mid-year budget process, a request for additional appropriations of approximately

\$45,000 from the General Fund was made. The increase in funding will result in a total Project budget of approximately \$285,000.

- Attachment:
1. Landscape Structures, Inc. - Sourcewell Proposal Form
 2. Sourcewell Cooperative Agreement
 3. Soroptimist Park Playground Rendering
 4. Soroptimist Park Playground Plans
 5. Soroptimist Park - Development Project Scope/Cost Estimate

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7th St. S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

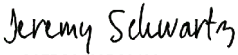
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/15/2021 | 10:32 PM CST

Landscape Structures Inc.

DocuSigned by:

By: 1A3A8D886566403...
Fred Caslavka
Title: Chief Financial Officer
Date: 2/15/2021 | 11:44 AM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/15/2021 | 10:43 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: Landscape Structures Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 601 7th Street S.
Delano, MN 55328

Contact: Elaine Harkess

Email: elaineharkess@playlsi.com

Phone: 763-972-5243

Fax: 763-972-3185

HST#: 41-0971842

Submission Details

Created On: Friday November 20, 2020 15:44:26

Submitted On: Tuesday January 05, 2021 14:56:03

Submitted By: Elaine Harkess

Email: elaineharkess@playlsi.com

Transaction #: 9a53de68-bd30-44d7-924d-6248bbd8d68b

Submitter's IP Address: 96.39.128.58

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Landscape Structures Inc.	*
2	Proposer Address:	601 7th ST S Delano, MN 55328	*
3	Proposer website address:	https://www.playlsi.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Fred Caslavka Chief Financial Officer 601 7th ST S Delano, MN 55328 fredcaslavka@playlsi.com 763-972-5362	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elaine Harkess Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith Vice President of Sales 601 7th ST S Delano, MN 55328 DavidSmith@playlsi.com 763-972-5205	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Landscape Structures celebrates its 50th Anniversary in 2021. Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture. Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world. Landscape Structures is one of the few remaining independently owned manufacturers of playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating playgrounds and play spaces that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits to help kids realize there is no limit to what they can do today and in the future. Our core values--relationships, integrity, commitment, innovation, team and passion--enable us to fulfill our mission of enhancing the lives of children through play while honoring the environment. For a better tomorrow, we play today. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. With Steve's passion for creating playground products and designs that go beyond ADA requirements, we create truly inclusive play environments for children of all abilities. We also push the design envelope by creating some of the most creatively themed play events in the world, along with nature-inspired playground equipment that blends into the surrounding environments. Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation. See attached Landscape Structures History for more detailed information.	*
8	What are your company's expectations in the event of an award?	Landscape Structures currently holds a Sourcwell contract (April 2017 thru April 2022 (extended in response to customer request)). We have seen sales under this contract nearly double from 2018 to 2020. If we are awarded a new Sourcwell contract, we expect the strong growth to continue. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcwell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. We have an established history and customer base to continue growing these sales. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcwell contract.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information. However, we understand our financial stability is a critical aspect in the decision-making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over \$90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a \$20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for the each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021. Our current bonding capacity of \$10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding. We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations. If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns. Fred Caslavka, MBA, CMA, CPA (inactive) Chief Financial Officer and Risk Manager Direct: 763-972-5362 Cell: 763-221-0067 Report of Independent Auditors and Bank & Supplier References are attached.	*
10	What is your US market share for the solutions that you are proposing?	Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at 22%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.	*
11	What is your Canadian market share for the solutions that you are proposing?	Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 25%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Landscape Structures has never filed a petition for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprised of more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products. The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager. The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The playground industry does not require any special licenses to be held by manufacturers. Landscape Structures is proud to be at the forefront of an industry that cares about children. We promote healthy kids and a sustainable world. We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards. CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA. CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce. The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act. All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA. ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality. ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious. Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response. What does this mean to a customer? This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the

		processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment. Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services. In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements. Randy Watermill, Vice President of Product Development, has been with Landscapes Structures Inc. for 27 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 15 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states. Third Party Certifications Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified. Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE – Landscape Structures has never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• 2020 Nineteen-year participant in the annual EPCOT International Flower & Garden Festival (since 2001) • 2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD • 2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement. • 2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine • 2016 Winner of the Episerver™ North American Website Awards for Best B2B Website • 2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play • 2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA) • 2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad • 2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation	*
17	What percentage of your sales are to the governmental sector in the past three years	Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.	*
18	What percentage of your sales are to the education sector in the past three years	Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures currently holds cooperative purchasing contracts with the following agencies: Sourcewell HGAC NASPO ValuePoint NCPA National IPA/Omnia Partners TIPS New York State Contract Ohio State Contract Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association) Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles Department of Recreation & Parks	Michael Shull, General Manager michael.a.shull@lacity.org	818-524-9053	*
Maryland National Capital Park & Planning Commission	Bridget Stesney, Division Chief Bridget.Stesney@pgparks.com	301-699-2533	*
Arlington Heights School District #25	Ryan Schulz, Buildings & Grounds Director ryanschulz@sd25.org	(847) 506-6900	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
See attached	Government	New York - NY	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	ON - Ontario	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	California - CA	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	New Mexico - NM	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	Illinois - IL	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.	*
24	Dealer network or other distribution methods.	Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.	*
25	Service force.	Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all of our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Landscape Structures has nearly 50 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcewell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcewell serves.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Landscape Structures has the ability and willingness to offer Sourcewell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share (currently estimated at 25%) in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades. We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A – Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers. Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and produce most of our marketing materials internally. Four examples of internal marketing materials are included in an electronic format. Examples included with this RFP are Play Catalog, SkyWays Catalog, Aquatix Catalog, and Hedra Brochure. In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit https://www.playlsi.com/en/view-playground-catalogs/ to view the most current version of our catalogs and product brochures.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, playlsi.com, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities. Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. Due to the unique nature of designing play structures and playground environments to meet individual customer needs and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, it is not feasible to provide online ordering. To date, governmental and educational customers have not expressed any interest in purchasing our products and/or services in this manner.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Landscape Structures offers many education and training sessions free of charge. "Playground Safety and Maintenance – Keeping Your Playground Safe and Compliant" is one of the topics provided in our Learning Academy program. Other topics offered are: Designing Natural Play Environments; Inclusive Play; Designing Fitness-Focused Playgrounds. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/	*
37	Describe any technological advances that your proposed products or services offer.	Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality play equipment is provided to our customers. Our product development team of 25 professionals is the largest among U.S. based playground manufacturers. Our annual spend on technology exceeds \$4.5M. We implement the latest technology in our manufacturing processes in order for us to improve our service levels and expand our product offering. One example is DigiFuse® technology, which provides vivid, full-color, photo-realistic graphics to create one-of-a-kind playground designs. Images are fused onto metal panels using a proprietary process to create engaging graphical elements for the optimal combination of beauty, durability and play value. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market. To see more of our capabilities, see attached brochures: DigiFuse Inspirations, Concrete Solutions and Custom Playgrounds.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds worldwide, we've helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes. In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility. Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts. We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure we sell, supporting the planting of more than 350,000 trees since 2010. In 2008, we received the Tekne Green Award for our commitment to sustainability. Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing. "The foremost environmental protection is to design and produce products that last and perform for a very long time." -Steve King, Cofounder and Chairman, Landscape Structures Design • Each person involved in the design and production of our play structures is an owner of the company, and quality and environmental stewardship are integral parts of our culture • Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures • Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life. • Recycled Permalene® panels offer post-consumer recycled content of 73 percent. Manufacturing • Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts • Steel and aluminum arrive cut to length to eliminate waste • High-efficiency light fixtures reduce energy use • Recapture and use heat energy from curing oven • Industry-leading recycling rates for all manufacturing waste Packaging • Individualized, custom installation documents – no wasted pages • Automated wrapping to reduce waste • Most packaging materials are recyclable and are provided with recycling instructions Transportation • Whenever possible, playground equipment shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a WMBE.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. "Cool Journey", our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our "lean" manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed. Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter. Here is a sample of the improvements we have made that result in providing our customers with a premier experience: • Manufacturing lead-time has been reduced from 40 days to 2 days. • Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can't play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this. • If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again. • Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements! There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warranted for one year. See attached manufacturer warranties.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Landscape Structures warranties do not impose usage restrictions.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Landscape Structures has playground equipment in both highly populated areas as well as very remote locations.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.	*
47	What are your proposed exchange and return programs and policies?	As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.	*
48	Describe any service contract options for the items included in your proposal.	Maintenance contracts are offered through some of our sales organizations.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 days from invoice date.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our park and playground equipment and a single discount percentage off list price for our Aquatix product line. Aquatix Mechanicals and Design Services and all ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered. Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that “does the right thing” irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a “sale”. Unlike many other manufacturers, we don’t inventory finished product so “excess inventory” does not drive our spring or fall pricing. We do not offer “Grant” programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant “discount” to entice potential buyers to act so they can take advantage of the limited time “discount”. Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a “lifetime” warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play and shade equipment. We are proposing a five (5) percent discount off list price on Aquatix® by Landscape Structures products. Mechanical and Design Services provided by Aquatix are priced on a line item basis.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding \$80,000 in equipment (total discount of eight (8) percent). No additional discounts are offered for Aquatix. Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Landscape Structures would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Installation services offered through our certified installer network is provided on a “not to exceed” percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures. Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments. Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint cannot be shipped with the product, so it is shipped via air freight.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Individually marked hardware packets create efficiency for installation and accuracy of contents.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments. All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing. All order keyers and accounting personnel are trained to review orders for contract compliance. Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information. As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies. Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings and splashpads. Turnkey services are offered to include design and site consultation, installation and site construction services. To complement and enhance park and playground projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Playgrounds Recreation Shade Playground surfacing Outdoor exercise equipment Site amenities or furnishings such as picnic tables, benches and trash receptacles Aquatic solutions and splash pads	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	☒ Yes ☐ No	Landscape Structures' products include playground equipment for all ages and abilities. Children ages 6 to 23 months are gaining strength, stability and motor skills, along with a host of other physical and cognitive skills. At ages 2 to 5, children are developing physical play and are thinking more creatively. We have many playground designs that offer age-appropriate play to test their motor skills, strength, agility and more. Equipment includes Weevos®, arches with no prescribed entry points; PlayShaper®, playgrounds scaled for preschoolers and PlaySense® and Smart Play®, preconfigured toddler playgrounds Our PlayShaper®, Smart Play®, Weevos®, PlaySense® and Smart Play® playsystems support physical and cognitive development by following standard learning curricula for infants, toddlers and preschoolers. They're also designed to meet the unique safety needs of these age groups Kids ages 5 to 12 need physical and mental challenges while they play. Our commercial playground equipment for 5- to 12-year-olds help them develop balance, coordination, muscle endurance, problem-solving skills, social skills and much more. Equipment includes Evos®, gyroscopic-shaped playground equipment; PlayBooster®, our gold standard in playground design, and PlaySense® and Smart Play®, preconfigured playgrounds Kids 13+ love to stay active through play. We offer a wide variety of playground activities that meet the needs of this group to keep them engaged and challenged. From challenging net climbers to outdoor fitness products, you'll find choices that this hard-to-please age group will love. Site Amenities and Furnishings include shade structures, picnic tables, benches, trash receptacles and more—all designed to coordinate with your playground. Choose from our, Nature-Inspired Collection, Vivid Collection and more. The right pieces will create a clean, safe and welcoming spot for the whole community.

67	Water play and aquatic recreational structures and equipment.	☒ Yes ☐ No	With nearly 35 years of water experience, Aquatix (formerly Aquatic Recreation Company) is a leader in water feature, splash park, and spray park design, fabrication and construction. Pioneering integrated recirculation systems, the company provides a sustainable solution that empowers hours of innovative activity without water consumption limits, and the only manufacturer to offer a completely UL Listed system. By joining forces with leading playground equipment manufacturer Landscape Structures, Aquatix applies the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures lead the way in forward thinking design, leadership in the industry, and all-around play knowledge. Designed and engineered in-house, Aquatix focuses on creating interactive water park and splash pad products that encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays and much more, our water products provide an inclusive, sensory-rich play experience in water for children of all ages and abilities. Aquatix products meet or exceed ADA standards of accessibility for inclusive water play. Recycled materials and earth conscious manufacturing practices make Aquatix a leader in sustainability in aqua play products. Even more, Aquatix offers versatility by being a water play design and engineering company that uses stainless steel, fiberglass, and GFRP materials.
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68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	☒ Yes ☐ No	Landscape Structures surfacing options include PebbleFlex® 2.0, a Landscape Structures product provided by Surface America, which combines the benefits of design, technology and safety into one revolutionary, high-performance breakthrough surfacing solution and AquaFlex® Porous Water Play and Pool Surfacing - Surfacing Solutions for Outdoor Water Play Areas. AquaFlex® Porous, a Landscape Structures product provided by Surface America, is the most common application for outdoor water play environments, such as municipal water play areas, splash pads and pool decks, as it allows water to penetrate through the surface. Even more, it helps evacuate water off the surface to allow for better traction. Landscape Structures combines the benefits of design, technology and safety into a revolutionary, high-performance breakthrough surfacing solution. AquaFlex® is the best surfacing option for your water play and pool deck needs.	*
69	Services related to the solutions above.	☒ Yes ☐ No	Landscape Structures, and our local sales channel, partners with manufacturer-certified playground installers and local contractors to provide installation services and other site work related to your playground project to provide turn-key solutions. These relationships mean the customer receives the benefit of best pricing available.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	We believe good design matters. Whether realized or not, design affects our perceptions and experiences. Our environment influences how we engage, learn and develop. A playground is a social space, and every child is different. We design with these differences in mind, in ways that respect and honor each pathway, while offering fun and exciting new challenges. There's nothing better than seeing a child's curiosity rewarded with the joy of discovery. Safety is Our Top Priority. Kids are always finding new and inventive—but not necessarily safe—ways to play on or around playground equipment. And while they may scrape an elbow or bruise a shin, it's important to take steps to eliminate the risk of more serious mishaps. We make playground safety a top priority at Landscape Structures, and we'll help keep kids safe with our age-appropriate products, safety surfacing and shade systems. We certify our products comply with standards to help keep your kids safe while they play.	

Landscape Structures has been actively involved with ASTM International (formerly American Society for Testing and Materials) in the development and on-going updates to ASTM F1487 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All standard products covered under the scope of the Standard in our 2020 (and upcoming 2021) Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010, with the exception of Rhapsody Outdoor Musical Instruments. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

Landscape Structures received our ISO 9001 certification in 1996 and were the first U.S. commercial playground equipment manufacturer to achieve this standard. In 1998, we were certified to ISO 14001 as the first U.S. playground equipment manufacturer and seventh company in the state of Minnesota to achieve the highest standard for conservation and recycling process. We comply with the latest versions of both the 9001 and 14001 standards for both our play and shade divisions.

What this means is that you can purchase park and playground equipment from us with confidence because we have processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

We offer a playground safety program to help teach elementary school students the importance of safe play. The program, featuring the Super Safety Team, Guardians of the Playground, contains practical tools for schools.

In addition, Landscape Structures has developed and made available Continuing Education Sessions approved by both the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System™ (LA CES). Sessions related to safety include the following:

- Maintaining Safe Play Environments
- Play it Cool: Have Fun in the Sun with Shade
- Designing a Safe Spray Park

Inclusive Play Allows Children of All Abilities to Grow Together. We believe all kids are created equal. That's why we create play environments using inclusive playground equipment that welcome kids and families of all abilities to learn, play and grow together.

Inclusive Play Design Philosophy: Our inclusive playground designs promote A Higher Level of Inclusive Play® by addressing accessibility, age and developmental appropriateness and sensory-stimulating activity.

Our team of designers follows the Seven Principles of Universal Design to create a playground that best fits the needs of those in your community:

1. Equitable Use. The design is useful to people with diverse abilities.
2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.
3. Simple and Intuitive Use. Use of the design is easy to understand regardless of the user's experience, knowledge, language skills or current concentration level.
4. Perceptible Information. The design communicates necessary information effectively to the user regardless of ambient conditions or the user's sensory abilities.
5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. Low Physical Effort. The design can be used efficiently and comfortably.
7. Size and Space for Approach and Use. Appropriate size and space are provided for approach, reach, manipulation and use regardless of user's body size, posture or mobility.

Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of abilities. This framework influences our Inclusive Play Design Philosophy to ultimately increase access, safety, comfort and social participation within our play environments.

		To help achieve our goals, Landscape Structures works with the following partners because we believe in what they are doing to create equity through play. Giving all children the opportunity to play together teaches them about their differences and their commonalities, thus eliminating bias. • Sensory Processing Disorder (SPD) Foundation and STAR Center • Inclusion Matters® by Shane's Inspiration • The Miracle League® To learn more about our Inclusive Play Partners, visit our website at https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Landscape Structures' Design Philosophy: Creating Space for Future Leaders We believe Design Matters. Play Matters More.® For us, design refers to what a play structure looks like as much as it does to the play value built into it. We simply cannot design one without the other. And for one good reason: Play value is what creates return visitors. That's why Landscape Structures designs play environments to be newly fresh and exciting upon every visit. Children enjoy a hive of activity that sparks the imagination, facilitates discovery and lends itself to new adventure. Integrated play opportunities ensure that there are always multiple options for a child's next move. Inclusive play spaces encourage children of all abilities to play alongside one another. And so we ask ourselves: Is it extremely fun? Once a playground has captured a child's attention, does it hold their attention better than a video game? Does it cause them to return on a regular basis? Do they bypass other playgrounds to get to it? Does it imprint itself upon their memory and become part of their childhood story? When those answers are yes, a destination playground has become a legend. By design. A Customized Experience – No company has more design talent, material options, advanced manufacturing capabilities or can provide more guidance to bring a unique destination to life. We learn about goals and vision, and work collaboratively to make it real. Whether a distinctive landscape, historical homage, custom fantasy or abstract wonderland, our design inspiration can jumpstart imagination. We strive to build something iconic together that will engage communities for decades. Landscape Structures has a long history of innovation and custom offerings. With our concrete operations, shade/heavy play capabilities as well as our basic manufacturing operations we have the ability to design and build almost anything our customers can imagine. We have a dedicated team of Custom Engineers and Custom Designers whose dedicated purpose is to design what the customer has envisioned. Whether the request is something as simple as adding a school logo or school colors to the play structure, creating a unique signage or as comprehensive as creating a completely unique themed playground we have the staff in place to make dreams come true.

73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	ISO: Landscape Structures is certified to the latest versions of both the 9001 and 14001 standards for both our play and shade divisions: • ISO 9001:2015 standard has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality • ISO 14001:2015 standard drives us toward operating in a manner that is environmentally conscious AISC - Certified Fabricator: Our SkyWays® shade products are certified to the American Institute of Steel Construction (AISC), which demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our shade products. The Consumer Product Safety Commission (CPSC) is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds. It is our opinion we conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010 with noted exceptions. Additionally, we meet or exceed the CPSC's Consumer Products Safety Improvement Act (CPSIA) of 2008. The CPSIA specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare products. CSA Group: Nearly all of our playground and park equipment is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA. IACET: We are approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET). IPEMA: We're proud to be a founding member of the International Play Equipment Manufacturers Association (IPEMA™), a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services, administered by TÜV SÜD America, validate our certification of conformance to the standards referenced below. • ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1 - Standard Consumer Safety Performance Specification for Playground Equipment for Public use • CAN/CSA-Z614-07 excluding clauses 9.8, 10, and 11 - Children's Playspaces and Equipment Most of our playstructures are also designed to comply with the 2010 ADA Standard for Accessible Design.
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		NO EXCEPTIONS REQUESTED

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

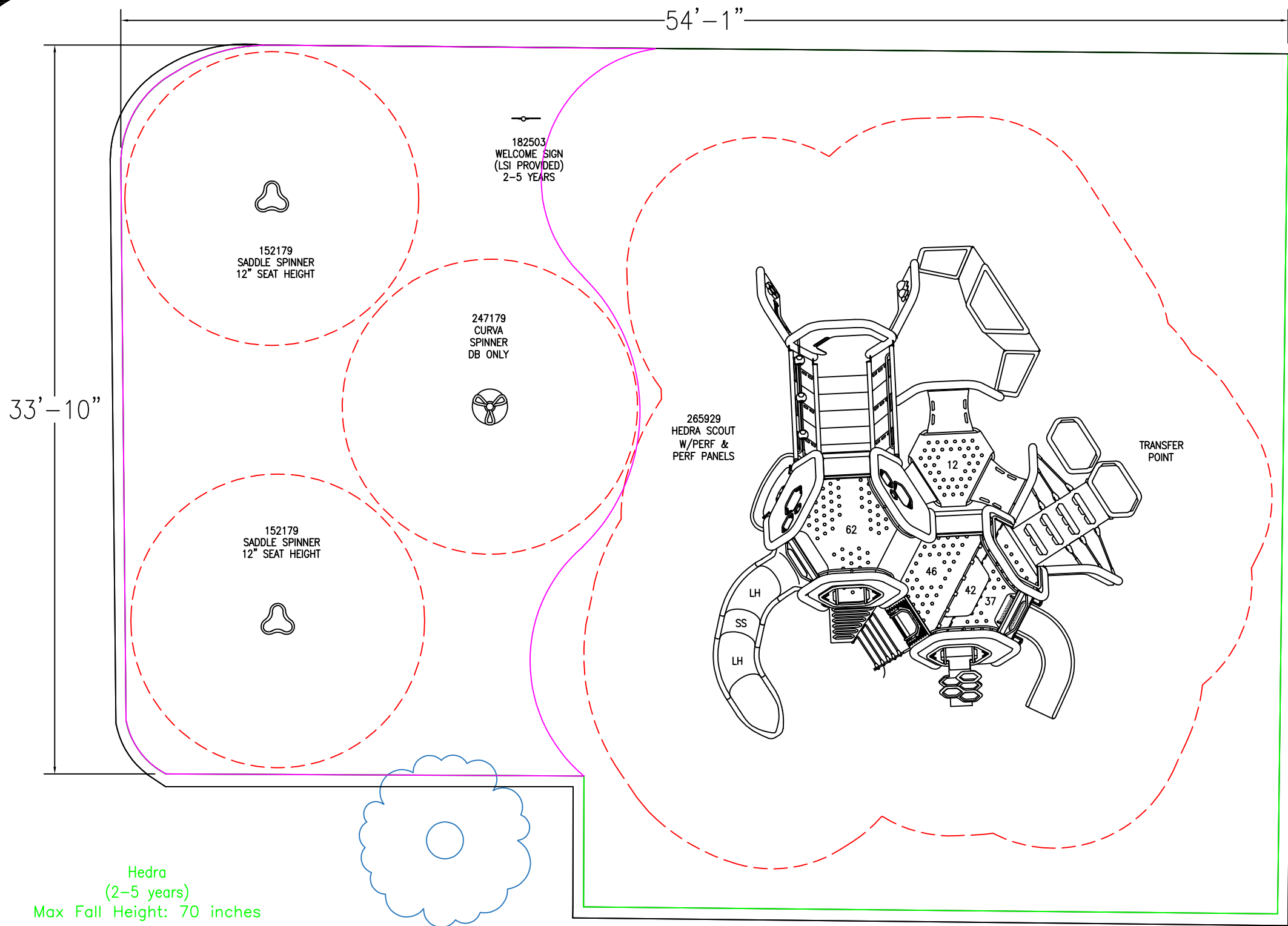
☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

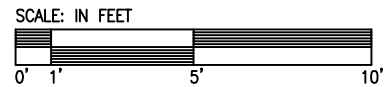
File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☒	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☒	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☒	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☒	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☒	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☒	2





Hedra
(2-5 years)
Max Fall Height: 70 inches

TOTAL ELEVATED PLAY COMPONENTS	12		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	7	REQUIRED	6
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	4



Soroptimist Park
Los Alamitos, CA

Coast Recreation, Inc.
Steve Hunt

SYSTEM TYPE:
Hedra
DRAWING #:
1189552-01-02



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-5 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED)

IT IS THE MANUFACTURER'S OPINION AND INTENT THAT THE LAYOUT OF THESE COMPONENTS CONFORM WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "HANDBOOK FOR PUBLIC PLAYGROUND SAFETY".

DESIGNED BY:
MAS
COPYRIGHT: 1/7/2025
LANDSCAPE STRUCTURES INC.
601 7th STREET SOUTH
DELAND, MINNESOTA 55328
PH: 888-438-6574
playlsi.com

9/16/24	1189552-01-01	MAS
Date	Previous Drawing #	Initials



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE: City of Los Alamitos	PROJECT Name Soroptimist Park Renovation
---	--

Development project scope (Describe the project in 30 words or less):

Park renovation with new play equipment, rubberized play surfaces, benches, trash cans, and ADA compliant concrete work.

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
☐	☐	☐	Pool, aquatic center, splash pad
☐	☐	☐	Trails or walking paths
☐	☒	☐	Landscaping or irrigation
☐	☐	☐	Group picnic, outdoor classrooms, other gathering spaces
☐	☒	☐	Play equipment, outdoor fitness equipment
☐	☐	☐	Sports fields, sports courts, court lighting
☐	☐	☐	Community center, gym, other indoor facilities
☐	☐	☐	Restroom, concession stand
☐	☐	☐	Other:
☐	☐	☐	Other:
☐	☒	☐	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$0.00
Construction	\$0.00
Total PROJECT cost	\$0.00
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$ 0.00
Total GRANT amount requested	\$184,949.00

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date

Chet Simmons, City Manager

Print Name and Title

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10I

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for Stern's Park Rehabilitation Project (CIP 23/24-04)

SUMMARY

This item recommends the City Council accept the Stern's Park Rehabilitation Project (CIP 23/24-04) as complete.

RECOMMENDATION

1. Accept the completion of construction by Western State Builders, Inc. for the Stern's Park Rehabilitation Project (CIP 23/24-04); and,
2. Authorize the City Clerk to record the Notice of Completion/Final Report with the Orange County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, to Western State Builders, Inc., in the amount of \$57,167.29, up to thirty-five (35) days after recording of the Notice of Completion.

BACKGROUND

Sterns Park is a neighborhood pocket park located at 3871 Farquhar Avenue and is approximately 16,500 square feet (0.38 acres). The playground structure was last updated in June 1997. Parks and playgrounds are essential to establishing and maintaining the quality of life in a community, ensuring the health of families and youth, and contributing to economic and environmental vitality.

Sterns Park is one of nine parks in the City, three of which are scheduled for rehabilitation and remodel this fiscal year. The City retained Hirsch and Associates to prepare the Park design and construction documents. The Parks, Recreation and Cultural Arts Commission reviewed and approved the conceptual design on June 7, 2023. The City Council approved the design, plans and specifications for Sterns Park on December 18, 2023.

DISCUSSION

The Request for Proposals was issued on December 19, 2023. Two bids were received and publicly opened on January 29, 2024. Western State Builders, Inc. was determined to be the lowest responsive bidder at \$1,115,387.00. City Council awarded the construction contract on February 20, 2024.

Due to a series of delays that included the revelation by the California Department of Fish and Wildlife that there was a confirmed protected bird species (Swainson's Hawk) nesting in nearby trees, the Project was halted through the summer. Construction resumed in September 2024 and continued successfully through February 2025. The improvements to the Park included demolition and featured several new key elements, such as a fully accessible school-age playground that allows participants of all abilities to enjoy, rubberized surfacing, landscaping, modern amenities to the play apparatus, fitness equipment for adults, and a shade structure for Park guests. Additionally, the Project improved ADA accessibility and modern efficient lighting and much more. The Sterns Park Rehabilitation Project has been successfully completed, with all work inspected and found acceptable. The following is a breakdown of the Project costs:

Design, Plans, and Specifications	\$ 117,950
Construction	\$ 1,115,387
Construction Contingency	\$ 27,959
Labor Compliance	\$ 28,500
Construction Support/Inspection	\$ 159,667
Total	\$ 1,449,463

FISCAL IMPACT

The Project was a part of the Fiscal Year 2023/2024 Capital Improvement Program (CIP). The Sterns Park Project funding included \$1,000,00 of General Fund monies, \$350,000 of Community Development Block Grant (CDBG) funds, and \$300,000 of Measure Y funds in FY 24/25 for a total of \$1,650,000. The Project's total cost is \$1,449,463 and well within the project budget.

Attachment: 1. Notice of Completion (NOC) for the Stern's Park Renovation Project (CIP 23-24-04)

RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

Sterns Park Renovation Project (CIP 23/24-04)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of:

Rehabilitation of Sterns Park at 3871 Farquhar Ave, Los Alamitos. Improvements to the Park included several key elements, such as a fully accessible school-age playground that allows participants of all abilities to enjoy, rubberized surfacing, landscaping, modern amenities to the play apparatus, fitness equipment for adults, and shade structure for Park guests. Additionally, the Project improved ADA accessibility and modern efficient lighting. Work on this project is now complete and found acceptable by the Construction Manager.
4. The work was completed on 2/17/2025
5. The contractor was: Western State Builders, Inc.

Dated April 28, 2025

Irving Montenegro, Jr., Development Services Manager,
City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Ron Noda, Deputy City Manager, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the the facts therein stated are true.

Ron Noda, Deputy City Manager

Dated: April 28, 2025

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10J

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue and Coyote Creek Trail (CIP 23/24-06)

SUMMARY

This item recommends the City Council accept the Los Alamitos Boulevard Signing and Striping Improvements Project, between Katella Avenue and Coyote Creek Trail, as complete.

RECOMMENDATION

1. Accept the completion of construction by WGJ Enterprises Inc., dba PCI, for the Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue and Coyote Creek Trail (CIP No. 23/24-06); and
2. Authorize the City Clerk to record the Notice of Completion/Final Report with the Orange County Recorder's Office; and,
3. Authorize staff to release the retention to the contractor in the amount of \$4,722.41, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

Striping and pavement markings help maintain safe, up-to-date standards that comply with current Federal and State guidelines. Street and pavement markings convey important safety messages to road users, facilitate safe vehicular speeds, assist with vehicle, bicyclists, and pedestrians safety.

The existing striping and pavement markings on Los Alamitos Boulevard between Katella Avenue and the Coyote Creek Trail/bridge were faded and needed repainting. The City prepared pavement markings and a striping plan to include the Active Transportation Plan (ATP) recommendations prepared for the City of Los Alamitos. Los Alamitos Boulevard is an arterial street with two to three lanes each direction and parallel parking on both sides.

DISCUSSION

The Project was to restripe the Boulevard and install an Active Transportation Plan that would improve bicyclist safety, pedestrian safety, and vehicle safety. The plan was to improve bicycle safety and connectivity to the Downtown/Pine Street activity area. It installed bike lanes with signs and pavement marking to improve the safety of all modes of transportation along Los

Alamitos Boulevard.

City Council received and approved the project plans and specifications in March 2024 and authorized staff to advertise and solicit bids. The Project Notice Inviting Bids was issued in April 2024 and bids were publicly opened on May 7, 2024. Four bids were received. WGJ Enterprises Inc., dba PCI, of Azusa, California was determined to be the lowest responsive bidder at \$82,148.25.

City Council awarded the construction contract in June 2024 and authorized a construction contingency of \$12,300. The Notice to Proceed was issued on September 17, 2024. The project was completed on time and within budget.

Design, Plans & Specifications	\$ 5,451.75
Construction	\$ 82,148.25
Contingency	\$ 12,300.00
Construction Inspection/Support	\$ 7,776.00
Total	\$107,676.00

FISCAL IMPACT

The Los Alamitos Boulevard Signing and Striping Improvement Project was budgeted at \$94,448.25 for construction and \$15,551.75 for design and construction support services for a total project budget of \$110,000. The project total came in under budget at \$107,676.

Attachment: 1. Notice of Completion (NOC) for the Signing and Striping Improvements on Los Alamitos Blvd. between Katella and Coyote Creek Trail

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

SPACE ABOVE THIS LINE FOR RECORDER

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

Work on this project is now complete and found acceptable by the City Engineer. The City of Los Alamitos hired a contractor for the said work. The plan called for the installation of bike lanes with signing and pavement markings to improve the safety for all modes of transportation along Los Alamitos Boulevard, from Katella Avenue to the Coyote Creek Bridge City limit.

4. The work was completed on March 03, 2025
5. The contractor was: WJ Enterprises Inc., dba PCI of Azusa, California

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

[illegible]

I, Ron Noda, Deputy City Manager, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the the facts therein stated are true.

Dated: April 28, 2025

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 10K

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for Signing and Striping Improvements on Lexington Drive Between Katella and Farquhar Avenue (CIP 23/24-09)

SUMMARY

This item recommends the City Council accept the Signing and Striping Improvements on Lexington Drive, Between Katella Avenue and Farquhar Avenue (CIP 23/24-09) Project, as complete.

RECOMMENDATION

1. Accept the completion of construction by Cat Tracking, Inc. for the Signing and Striping Improvements on Lexington Drive, between Katella Avenue and Farquhar Avenue (CIP 23/24-09); and,
2. Authorize City Clerk to record the Notice of Completion/Final Report with the Orange County Recorder's Office; and
3. Authorize staff to release the retention to Cat Tracking, Inc. in the amount of \$1,122.50, thirty-five (35) days after the recording of the Notice of Completion.

BACKGROUND

Striping and pavement markings help maintain safe, up-to-date standards that comply with current Federal and State guidelines. Street and pavement markings convey important safety messages to road users, facilitate safe vehicular speeds, assist with vehicle, bicyclists, and pedestrian safety, and provide directions for drivers.

Several complaints were received regarding speeding, lack of parking, and corner visibility along Lexington Drive between Katella Avenue and Farquhar Avenue. Existing traffic conditions were evaluated, and this project was identified to address the Lexington Drive issues.

Lexington Drive is a 64-foot, two-lane (one in each direction) north/south roadway, with parallel parking on both sides. The street connects Katella Avenue to the north and entry into the Joint Forces Training Base (JFTB) to the south. Adjacent land uses are primarily residential.

DISCUSSION

The Lexington Drive Signing and Striping Improvement Project was designed to provide traffic-

calming, improve visibility, and increase the number of available parking spaces. The Traffic Commission reviewed the Project plans in June 2023 and rejected the loss of parking at the corner of Lexington Avenue and Howard Street. The angled parking eliminated 15-20 feet of parking adjacent to the corner. However, the proposed, redesigned parking layout was to increase available parking from 69 parallel spaces along the curb, to 95 angled parking. The City Council ultimately received and approved the project plans and specifications in May 2024. (see attached Lexington Drive Project Plan)

The Project Request for Proposals was issued in June 2024 and bids were publicly opened on July 10, 2024. Four bids were received. Cat Tracking, Inc. of Riverside, California was determined to be the lowest responsive bidder at \$19,950.

City Council awarded the construction contract in August 2024 and authorized a construction contingency of \$3,990. The Notice to Proceed was issued on January 27, 2025. The project was completed on time and within budget.

The project was completed on time and within budget.

Design, Plans & Specifications	\$ 2,460
Construction	\$19,950
Contingency	\$ 2,500
Construction Inspection/Support	\$ 1,200
Total	\$26,110

FISCAL IMPACT

The Lexington Drive Signing and Striping Improvement Project total cost was \$26,110. The total project budget was \$35,000 funded by the General Fund and came in under budget.

Attachment: 1. Notice of Completion (NOC) for Signing and Striping Improvements on Lexington Drive between Katella and Farquhar

RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

Los Alamitos Signing and Striping Improvements on Lexington Drive, Between Katella Avenue and Farquhar Avenue (CIP 23/24-09)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

Work on this project is now complete and found acceptable by the City Engineer. The Lexington Drive Signing and Striping Improvement Project was designed to provide traffic calming, improve visibility, and increase the number of available parking spaces. Angled parking was provided on both sides of the street along Lexington Drive, from Katella Avenue to Farquhar Avenue.

4. The work was completed on February 08, 2025
5. The contractor was: Cat Tracking, Inc. of Riverside, California

Dated 04/28/2025

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Ron Noda, Deputy City Manager, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the the facts therein stated are true.

Ron Noda, Deputy City Manager

Dated: 04/28/2025

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 11A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Resolution No. 2025-13 - Personnel Related Changes for Non-Represented Employees

SUMMARY

This report outlines and seeks consideration to approve personnel changes that will add two new job descriptions for Non-Represented Employees and create a new Economic Development Department.

RECOMMENDATION

Adopt Resolution No. 2025-13, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING JOB DESCRIPTIONS FOR ECONOMIC DEVELOPMENT DIRECTOR AND ECONOMIC DEVELOPMENT MANAGER AND UPDATING THE EXECUTIVE MANAGEMENT AND NON-REPRESENTED EMPLOYEES SALARY SCHEDULE"

BACKGROUND

At the March 24, 2025 Council Meeting, Council approved the adoption of the Los Alamitos Economic Development five-year (2025-2030) Strategic Plan. This plan includes four major goals including strategic priorities, several sub-priorities, and actions that support these goals, and they were developed through the collaboration of City Council members, city staff, and community stakeholders. Economic Development is vital as it helps communities grow, improves quality of life, creates jobs, enhances economic vitality, and promotes sustainable economic growth. The two new job descriptions will enable the City to carry out the Council's direction regarding the Economic Development Strategic Plan.

DISCUSSION

The City of Los Alamitos is committed to promoting and sustaining a strong, healthy business climate. The New Economic Development Department is dedicated to enhancing the City's economy and business environment by attracting investment to the community, expanding the City's tax base, and balancing private sector needs with neighborhood quality of life.

City Council initiated this update to reinforce existing economic development efforts, address current needs, and prioritize new initiatives. The Economic Development Department will provide a roadmap for strengthening the local economy, creating jobs, and ensuring that Los Alamitos remains a vibrant and welcoming place for businesses, residents, and visitors.

The Economic Development Department aims to enhance the City's economic vitality and quality of life by retaining and attracting a diversified mix of businesses, strengthening tourism and cultural offerings.

Non-Represented, Positions:

- Economic Development Director (Exhibit A)
- Economic Development Manager (Exhibit B)

The detailed job descriptions and salary schedules (Exhibit C) have been developed and are attached. All identified salaries for the positions are comparative to surrounding cities.

If approved by the City Council, these positions would be filled by current City staff.

FISCAL IMPACT

These positions have been offset by the cost savings from the vacant Economic Development Supervisor position in FY 24/25 and are also included in the FY 2025/26 budget.

- Attachment:
1. Resolution No. 2025-13 - Personnel Changes for Non-Represented Employees
 2. Exhibit A - Economic Development Director Job Description
 3. Exhibit B - Economic Development Manager Job Description
 4. Exhibit C - Executive Management & Non-Represented Salary Schedules

RESOLUTION NO. 2025-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING JOB DESCRIPTIONS FOR ECONOMIC DEVELOPMENT DIRECTOR AND ECONOMIC DEVELOPMENT MANAGER AND UPDATING THE EXECUTIVE MANAGEMENT AND NON-REPRESENTED EMPLOYEES SALARY SCHEDULE

WHEREAS, on April 29, 2024 the City of Los Alamitos City Council adopted Resolution 2024-13 amending and restating the Salaries and Benefit Resolution for Executive Management and Non-Represented Employees; and

WHEREAS, the City now desires to amend the Salaries and Benefit Resolution for Executive Management and Non-Represented Employees to add job descriptions for the following full-time positions: Economic Development Director and Economic Development Manager; and

WHEREAS, the City now desires to update the Executive Management and Non-Represented Employees Salary Schedule to include the new Economic Development Director and Economic Development Manager positions.

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

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

SECTION 2. Section 3, Subsection C. of Salaries and Benefit Resolution for Executive Management and Non-Represented Employees is hereby amended and restated to read:

- C. EMPLOYEE OR NON-REPRESENTED EMPLOYEE: Except as otherwise specified in this Resolution, any person regularly employed by the City of Los Alamitos in one or more full-time positions of Executive Management, Middle Management or Confidential Employees.
 - 1. Executive Management employees are the following positions: City Clerk/Director of Communications, City Clerk, Finance Director, Administrative Services Director, Administrative Services Manager, Economic Development Director, Police Chief, Development Services Director, Recreation and Community Services Director, Assistant City Manager, and City Manager.

2. Middle Management employees are the following positions: Recreation Manager, Economic Development Manager, Development Services Manager, Police Captain, Public Services Superintendent, Support Services Manager, Finance Manager.
3. Confidential employees are the following positions: Public Works Supervisor, Recreation Supervisor, Assistant to the City Manager, Deputy City Clerk, Benefits Coordinator/Executive Assistant, Economic Development Supervisor, Senior Management Analyst, Human Resources Analyst, Management Analyst, Administrative Analyst, and Executive Assistant.

SECTION 3. The City Council approves the job descriptions for Economic Development Director (Exhibit A) and Economic Development Manager (Exhibit B).

SECTION 4. The City Council amends and restates the Executive Management and Non-Represented Employees Salary Schedule to include Economic Development Director and Economic Development Manager effective April 28, 2025, attached hereto as (Exhibit C).

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

PASSED, APPROVED, AND ADOPTED this 28th day of April, 2025.

Shelley Hasselbrink, 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 28th day of April, 2025, 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 DIRECTOR

THE POSITION

Under direction of the City Manager, the Economic Development Director oversees, plans, organizes, coordinates, and reviews the work of staff performing difficult and complex technical and administrative duties related to the City's Economic Development Department programs and projects; administers current and long-term planning activities; fosters cooperative working relationships among City departments, divisions, and with intergovernmental and regulatory agencies and various public and private groups; provides complex and responsible support to the assigned management staff in areas of expertise. Economic Development Director is responsible for planning, directing, managing, operating, and oversight of the administration and operations of the Economic Development Department, which include promoting, attracting, and supporting business development interests within the City. The Economic Development Director reports to the City Manager.

ESSENTIAL JOB FUNCTIONS

Assume full management responsibility for all Economic Development Department services, programs, and activities for the City's business and economic development interests; develop business attraction strategies and coordinate citywide business attraction and retention efforts; work with site selectors, commercial real estate interests, developers, and small businesses to promote business investment opportunities; develop and implement marketing programs for business attraction and tourism.

Enhance economic sustainability through efforts that advance innovation and entrepreneurship for all types of businesses; develop and implement new programs and services.

Cultivate new and continuing relationships with business leaders, stakeholders, educational representatives, and community groups to promote the City's business interests.

Manage the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommend and administer policies and procedures.

Develop and administer an effective interdepartmental program supporting Los Alamitos' businesses; oversee and promote Federal, State and local services, resources and training for all types of businesses within the Los Alamitos community.

Serve as lead negotiator for the City on agreements for public/private partnerships in furtherance of the City's economic and business attraction goals.

Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.

Assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.

Plan, direct, and coordinate, through subordinate level staff, the Economic Development Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.

Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

Oversee and participate in the development and administration of the department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.

Assume full management responsibilities for all fiscal operations including audits and financial statements.

Provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Represent the Economic Development Department to other departments, elected officials, and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.

Explain, justify, and defend department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.

Participate on a variety of boards, commissions, and committees.

Attend and participate Council Meetings, professional group meetings; maintain awareness of new trends and developments in the field of economic development; incorporate new developments as appropriate.

Stays abreast of new trends and innovations in the field of economic development programs; researches emerging products and enhancements and their applicability to City needs.

Receives, investigates, and responds to difficult and sensitive problems and inquiries in a professional manner; identifies and reports findings and takes necessary corrective action.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

Experience and Education: Ten (10) years of increasingly responsible experience in coordinating economic development, redevelopment, or community development activities, including three years of management and administrative experience, supplemented by a Bachelor's degree from an accredited college or university with major course work in business administration, community development, public administration, or a related field. An equivalent combination of experience and education sufficient to perform the essential job functions and provide the required knowledge and abilities is qualifying.

Knowledge of: Operations, services, and activities of a comprehensive economic development program; advanced principles and practices of program development and administration; organizational and management practices; modern and complex principles and practices of urban economics, including public and private project financing; land use principles and applicable

development responsibilities; methods and practices of real estate marketing and negotiations; principles and practices of budget preparation and administration; principles of supervision, training, and performance evaluation; marketing and promotion principles and practices; and pertinent Federal, State, and local laws, codes, and regulations.

Ability to: Manage and direct a comprehensive economic development program; develop and administer departmental goals, objectives, and procedures; negotiate complex agreements, analyze and assess programs, policies, and operational needs and make appropriate adjustments; identify and respond to community and organizational issues, concerns, and needs; effectively navigate politically sensitive issues; plan, direct, and coordinate the work of lower level staff; delegate authority and responsibility; select, supervise, train, and evaluate staff; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; research, analyze, and evaluate new service delivery methods and techniques; prepare clear and concise administrative and financial reports; prepare and administer large and complex budgets; allocate limited resources in a cost effective manner; interpret and apply federal, state, and local policies, laws and regulations; communicate clearly and concisely, both orally and in writing; and establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

CITY OF LOS ALAMITOS
Job Description

ECONOMIC DEVELOPMENT MANAGER

THE POSITION

Under general direction of the Economic Development Director. The Economic Development Manager assists the Economic Development Director with managing, administering and strategically planning key programs in support of the City's economic development interests and to perform a variety of complex professional and technical administrative duties related to economic development.

ESSENTIAL JOB FUNCTIONS

This is a management classification that manages the City's economic development programs, projects, and activities, including business development, business retention, and economic development funding programs. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. Organizes and oversees day-to-day activities and is responsible for providing professional-level support to the assigned management staff in the Economic Development Department. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work.

- Plans, manages, and administers economic development programs, projects, and activities, including business development, business retention, and economic development incentive programs.
- Manages and participates in the development and the implementation of goals, objectives, policies, and priorities for assigned programs, projects, and City Manager's Office; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration and oversight of program budgets.
- Develops and standardizes procedures and methods to improve and continuously monitors the efficiency and effectiveness of assigned programs, projects, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the assigned management staff.
- Selects, trains, motivates, and evaluates assigned staff; provides or coordinates staff training; works with employees on performance issues; implements discipline and termination procedures; directs and coordinates the work plan for assigned staff; assigns work activities, projects, and programs; monitors work flow; reviews and evaluates work products, methods, and procedures.
- Develops and reviews staff reports related to assigned economic development programs and operations activities and services; prepares and presents reports and agenda items to the City Council, and various commissions, committees, and boards.
- Manages, coordinates, and reviews the City's economic development program activities, including assisting existing business and industry with new location, relocation, and expansion needs; analyzing and evaluating commercial and industrial development requests for financial assistance and providing recommendations on pursuing projects;

conferring with and advising the business community and the general public regarding various business loan programs and guidelines and entitlement assistance; and overseeing the preparation of legal documents.

- Oversees and implements special programs and events as requested.
- Administers the development of consultant requests for proposals for professional services; evaluates proposals and recommends contract award; negotiates contracts and agreements and administers same after award.
- Provides advisory support and acts as a liaison to citizen committees, community partners, and volunteers to facilitate the delivery of economic development programs and services; builds partnerships and coalitions.
- Establishes and maintains communication and cooperative relationships with business leaders, developers, organizations, private and public agencies, and the general public to promote and facilitate the implementation and execution of the City's economic development programs.
- Stays abreast of new trends and innovations in the field of economic development programs; researches emerging products and enhancements and their applicability to City needs.
- May serve as a liaison for the assigned division to other City departments, divisions, and outside agencies; attends meetings as necessary; provides staff report to commissions, committees, and task forces, as necessary; negotiates and resolves significant and controversial issues; may participate in community events and workshops that provide public information regarding departmental programs, projects, and services.
- Provides highly complex staff assistance to the assigned management staff; develops and reviews staff reports, and other necessary correspondence related to the assigned activities and services; may present information to the City Council and various commissions, committees, and boards; performs a variety of public relations and outreach work related to assigned activities.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Attends and participates in professional group meetings, trade shows, and committees; provides advisory and staff support to various committees.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Oversees and participates in developing, receiving, reviewing, and processing information for a variety of departmental, State, and Federal mandated, and statistical reports and records; verifies accuracy and completion of reports and records; maintains accurate records.
- Performs duties of professional, technical, and clerical subordinate staff as required.
- Performs other duties as assigned.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, project management, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of budget administration and employee supervision, including work planning, assignment review and evaluation, and training of staff in work procedures.
- Organization and management practices as applied to the development, analysis, and evaluation of programs and operational needs of the assigned programs.
- Procedures for planning, implementing, and maintaining a variety of economic development activities and programs.
- Principles of urban planning, development, entitlement, and permit processes.
- Principles and practices of real estate economics and transactions.
- Economic incentive and financing methods.
- Business and economic market forces and indicators.
- Applicable Federal, State, and local laws, regulations, codes, and guidelines related to the projects and programs to which assigned, including California Community Redevelopment law.
- Business letter writing and the standard format for reports and correspondence.
- Research and reporting methods, techniques, and procedures.
- Principles and procedures of record keeping, technical report writing, and preparation of correspondence and presentations.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Principles and practices of contract administration and evaluation.
- Organization and management practices as applied to the development, analysis, and evaluation of programs and operational needs of assigned programs and projects.
- Recent and on-going developments, current literature, and sources of information related to economic development activities and programs.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various backgrounds, in person and over the phone.

Ability to:

- Provide input and recommendations on the development of goals, objectives, and practices for providing effective and efficient services.
- Conduct, manage, and monitor complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports, on-time and within budget.
- Plan, organize, schedule, assign, review, and evaluate the work of staff; train staff in work procedures .
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations, including City and Successor Agency to the Orange Redevelopment Agency policies and procedures.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the department and the City in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Make accurate arithmetic, financial, and statistical computations.
- Direct the establishment and maintenance of a variety of manual and computerized filing, record keeping, and tracking systems.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Make sound, independent decisions within established policy and procedural guidelines
- Use English effectively to communicate in person, over the telephone, and in writing; make effective presentations before the public, commissions, and City Council.

- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines in politically sensitive situations.
- Maintain strict confidentiality, discretion, and professionalism in handling and processing critical and sensitive information, records, and reports.
- React tactfully and diplomatically during interactions with staff, the public, etc. while appropriately adhering to and enforcing policies, procedures, rules, and practices.
- Maintain a strong service orientation and a demonstrated dedication to quality customer service.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Provide quality customer service.

DESIRABLE EXPERIENCE AND TRAINING

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in planning, public policy, public or business administration, or a related field and five (5) years of progressively responsible public sector experience in negotiating agreements and managing complex real estate plans or projects, including two (2) years of supervisory experience. A Master's degree in planning, public policy, public or business administration or a related field is preferred.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES

SALARY SCHEDULE

EFFECTIVE APRIL 28, 2025

CODE	CLASSIFICATION TITLE	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
212	Administrative Analyst	C - E	HOURLY	40.87	42.91	45.05	47.31	49.67
			MONTHLY	7,083.37	7,437.54	7,809.41	8,199.88	8,609.88
			ANNUAL	85,000.41	89,250.43	93,712.95	98,398.60	103,318.53
213	Human Resources Analyst	C - E	HOURLY	43.02	45.17	47.43	49.80	52.29
220	Mangement Analyst		MONTHLY	7,456.18	7,828.98	8,220.43	8,631.46	9,063.03
			ANNUAL	89,474.11	93,947.82	98,645.21	103,577.47	108,756.34
225	Senior Mangement Analyst	C - E	HOURLY	45.17	47.43	49.80	52.29	54.90
			MONTHLY	7,828.98	8,220.43	8,631.46	9,063.03	9,516.18
			ANNUAL	93,947.82	98,645.21	103,577.47	108,756.34	114,194.16
310	Benefits Coordinator/Executive Asst	C - E	HOURLY	36.33	38.15	40.06	42.06	44.16
			MONTHLY	6,297.41	6,612.28	6,942.89	7,290.04	7,654.54
			ANNUAL	75,568.90	79,347.34	83,314.71	87,480.44	91,854.47
315	Executive Assistant	A - E	HOURLY	31.17	32.73	34.36	36.08	37.89
			MONTHLY	5,402.73	5,672.86	5,956.51	6,254.33	6,567.05
			ANNUAL	64,832.72	68,074.35	71,478.07	75,051.97	78,804.58
324	Recreation Supervisor	C - E	HOURLY	40.36	42.38	44.49	46.72	49.05
326	Economic Development Supervisor		MONTHLY	6,995.29	7,345.05	7,712.31	8,097.92	8,502.82
328	Public Works Supervisor		ANNUAL	83,943.48	88,140.65	92,547.68	97,175.07	102,033.82
951	Deputy City Clerk							
330	Assistant to the City Manager	C - E	HOURLY	46.50	48.83	51.27	53.84	56.53
			MONTHLY	8,060.83	8,463.87	8,887.07	9,331.42	9,797.99
			ANNUAL	96,729.98	101,566.48	106,644.81	111,977.05	117,575.90
340	Finance Manager	MM - E	HOURLY	53.49	56.17	58.98	61.92	65.02
355	Recreation Manager	MM-E	MONTHLY	9,272.02	9,735.62	10,222.40	10,733.52	11,270.19
362	Administrative Services Manager	A - E	ANNUAL	111,264.19	116,827.40	122,668.77	128,802.21	135,242.32
365	Development Services Manager	MM - E						
366	Economic Development Manager	MM - E						
370	City Clerk	A - E	HOURLY	47.58	49.96	52.46	55.09	57.84
			MONTHLY	8,248.03	8,660.43	9,093.46	9,548.13	10,025.53
			ANNUAL	98,976.38	103,925.20	109,121.46	114,577.54	120,306.41
373	City Clerk/ Director of Communication	A - E	HOURLY	49.97	52.47	55.09	57.85	60.74
			MONTHLY	8,661.74	9,094.83	9,549.57	10,027.05	10,528.40
			ANNUAL	103,940.93	109,137.97	114,594.87	120,324.62	126,340.85

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE APRIL 28, 2025

CODE	CLASSIFICATION TITLE	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
380	Support Services Manager	MM - E	HOURLY	56.56	59.39	62.36	65.47	68.75
			MONTHLY	9,803.66	10,293.85	10,808.54	11,348.97	11,916.41
			ANNUAL	117,643.97	123,526.17	129,702.47	136,187.60	142,996.98
405	Finance Director	A - E	HOURLY	61.35	67.49	73.56	78.71	85.80
			MONTHLY	10,634.83	11,698.32	12,751.16	13,643.75	14,871.68
			ANNUAL	127,617.98	140,379.78	153,013.96	163,724.94	178,460.18
390	Police Captain	MM - E	HOURLY	70.68	74.21	77.92	81.82	85.91
			MONTHLY	12,250.37	12,862.89	13,506.03	14,181.33	14,890.40
			ANNUAL	147,004.42	154,354.64	162,072.37	170,175.99	178,684.79
400	Administrative Services Director	A - E	HOURLY	65.02	68.27	71.68	75.27	79.03
			MONTHLY	11,270.13	11,833.47	12,424.53	13,046.80	13,698.53
			ANNUAL	135,241.60	142,001.60	149,094.40	156,561.60	164,382.40
408	Economic Development Director	A - E	HOURLY	68.27	71.68	75.27	79.03	82.98
			MONTHLY	11,833.47	12,425.14	13,046.40	13,698.72	14,383.65
			ANNUAL	142,001.60	149,101.68	156,556.76	164,384.60	172,603.83
410	Development Services Director	A - E	HOURLY	67.65	74.42	81.11	86.79	94.60
			MONTHLY	11,726.21	12,898.83	14,059.72	15,043.90	16,397.86
			ANNUAL	140,714.50	154,785.95	168,716.68	180,526.85	196,774.26
430	Recreation & Community Svcs Director	A - E	HOURLY	64.43	70.88	77.25	82.66	90.10
			MONTHLY	11,168.35	12,285.19	13,390.85	14,328.21	15,617.75
			ANNUAL	134,020.22	147,422.25	160,690.25	171,938.57	187,413.04
440	Police Chief	A - E	HOURLY	74.95	82.45	89.87	97.06	104.82
			MONTHLY	12,991.68	14,290.85	15,577.02	16,823.19	18,169.04
			ANNUAL	155,900.16	171,490.18	186,924.29	201,878.24	218,028.49
500	City Manager	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will

C = Confidential

MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES

SALARY SCHEDULE

EFFECTIVE JULY 1, 2025

3.0% Increase

CODE	CLASSIFICATION TITLE	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
212	Administrative Analyst	C - E	HOURLY	42.09	44.20	46.41	48.73	51.16
			MONTHLY	7,295.87	7,660.66	8,043.69	8,445.88	8,868.17
			ANNUAL	87,550.42	91,927.94	96,524.34	101,350.55	106,418.08
213	Human Resources Analyst	C - E	HOURLY	44.31	46.52	48.85	51.29	53.86
			MONTHLY	7,679.86	8,063.85	8,467.05	8,890.40	9,334.92
			ANNUAL	92,158.34	96,766.25	101,604.56	106,684.79	112,019.03
220	Mangement Analyst	C - E	HOURLY	44.31	46.52	48.85	51.29	53.86
			MONTHLY	7,679.86	8,063.85	8,467.05	8,890.40	9,334.92
			ANNUAL	92,158.34	96,766.25	101,604.56	106,684.79	112,019.03
225	Senior Mangement Analyst	C - E	HOURLY	46.52	48.85	51.29	53.86	56.55
			MONTHLY	8,063.85	8,467.05	8,890.40	9,334.92	9,801.67
			ANNUAL	96,766.25	101,604.56	106,684.79	112,019.03	117,619.98
310	Benefits Coordinator/Executive Asst	C - E	HOURLY	37.42	39.29	41.26	43.32	45.49
			MONTHLY	6,486.33	6,810.65	7,151.18	7,508.74	7,884.17
			ANNUAL	77,835.96	81,727.76	85,814.15	90,104.86	94,610.10
315	Executive Assistant	A - E	HOURLY	32.11	33.71	35.40	37.17	39.02
			MONTHLY	5,402.73	5,672.86	5,956.51	6,254.33	6,567.05
			ANNUAL	64,832.72	68,074.35	71,478.07	75,051.97	78,804.58
324	Recreation Supervisor	C - E	HOURLY	41.57	43.65	45.83	48.12	50.53
			MONTHLY	7,205.15	7,565.41	7,943.68	8,340.86	8,757.90
			ANNUAL	86,461.78	90,784.87	95,324.11	100,090.32	105,094.83
326	Economic Development Supervisor	C - E	HOURLY	41.57	43.65	45.83	48.12	50.53
			MONTHLY	7,205.15	7,565.41	7,943.68	8,340.86	8,757.90
			ANNUAL	86,461.78	90,784.87	95,324.11	100,090.32	105,094.83
328	Public Works Supervisor	C - E	HOURLY	41.57	43.65	45.83	48.12	50.53
			MONTHLY	7,205.15	7,565.41	7,943.68	8,340.86	8,757.90
			ANNUAL	86,461.78	90,784.87	95,324.11	100,090.32	105,094.83
951	Deputy City Clerk	C - E	HOURLY	41.57	43.65	45.83	48.12	50.53
			MONTHLY	7,205.15	7,565.41	7,943.68	8,340.86	8,757.90
			ANNUAL	86,461.78	90,784.87	95,324.11	100,090.32	105,094.83
330	Assistant to the City Manager	C - E	HOURLY	47.90	50.29	52.81	55.45	58.22
			MONTHLY	8,302.66	8,717.79	9,153.68	9,611.36	10,091.93
			ANNUAL	99,631.88	104,613.48	109,844.15	115,336.36	121,103.18
340	Finance Manager	MM - E	HOURLY	55.10	57.85	60.74	63.78	66.97
			MONTHLY	9,550.18	10,027.69	10,529.07	11,055.52	11,608.30
			ANNUAL	114,602.12	120,332.22	126,348.83	132,666.28	139,299.59
355	Recreation Manager	MM - E	HOURLY	55.10	57.85	60.74	63.78	66.97
			MONTHLY	9,550.18	10,027.69	10,529.07	11,055.52	11,608.30
			ANNUAL	114,602.12	120,332.22	126,348.83	132,666.28	139,299.59
362	Administrative Services Manager	A - E	HOURLY	55.10	57.85	60.74	63.78	66.97
			MONTHLY	9,550.18	10,027.69	10,529.07	11,055.52	11,608.30
			ANNUAL	114,602.12	120,332.22	126,348.83	132,666.28	139,299.59
365	Development Services Manager	MM - E	HOURLY	55.10	57.85	60.74	63.78	66.97
			MONTHLY	9,550.18	10,027.69	10,529.07	11,055.52	11,608.30
			ANNUAL	114,602.12	120,332.22	126,348.83	132,666.28	139,299.59
366	Economic Development Manager	MM - E	HOURLY	55.10	57.85	60.74	63.78	66.97
			MONTHLY	9,550.18	10,027.69	10,529.07	11,055.52	11,608.30
			ANNUAL	114,602.12	120,332.22	126,348.83	132,666.28	139,299.59
370	City Clerk	A - E	HOURLY	49.01	51.46	54.04	56.74	59.57
			MONTHLY	8,495.47	8,920.25	9,366.26	9,834.57	10,326.30
			ANNUAL	101,945.68	107,042.96	112,395.11	118,014.86	123,915.61
373	City Clerk/ Director of Communication	A - E	HOURLY	51.47	54.04	56.75	59.58	62.56
			MONTHLY	8,921.60	9,367.68	9,836.06	10,327.86	10,844.26
			ANNUAL	107,059.16	112,412.11	118,032.72	123,934.36	130,131.07

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES

SALARY SCHEDULE

EFFECTIVE JULY 1, 2025

3.0% Increase

CODE	CLASSIFICATION TITLE	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
380	Support Services Manager	MM - E	HOURLY	58.26	61.17	64.23	67.44	70.81
			MONTHLY	10,097.77	10,602.66	11,132.80	11,689.44	12,273.91
			ANNUAL	121,173.29	127,231.95	133,593.55	140,273.23	147,286.89
405	Finance Director	A - E	HOURLY	63.20	69.51	75.77	81.08	88.37
			MONTHLY	10,953.88	12,049.26	13,133.70	14,053.06	15,317.83
			ANNUAL	131,446.52	144,591.18	157,604.38	168,636.69	183,813.99
390	Police Captain	MM - E	HOURLY	72.80	76.44	80.26	84.27	88.48
			MONTHLY	12,617.88	13,248.77	13,911.21	14,606.77	15,337.11
			ANNUAL	151,414.55	158,985.28	166,934.54	175,281.27	184,045.33
400	Administrative Services Director	A - E	HOURLY	66.97	70.32	73.84	77.53	81.40
			MONTHLY	11,608.24	12,188.65	12,798.08	13,437.99	14,109.89
			ANNUAL	139,298.85	146,263.79	153,576.98	161,255.83	169,318.62
408	Economic Development Director	A - E	HOURLY	70.32	73.83	77.53	81.40	85.47
			MONTHLY	12,188.47	12,797.89	13,437.79	14,109.68	14,815.16
			ANNUAL	146,261.65	153,574.73	161,253.47	169,316.14	177,781.95
410	Development Services Director	A - E	HOURLY	69.68	76.65	83.55	89.40	97.44
			MONTHLY	12,077.99	13,285.79	14,481.52	15,495.22	16,889.79
			ANNUAL	144,935.93	159,429.52	173,778.18	185,942.65	202,677.49
430	Recreation & Community Svcs Director	A - E	HOURLY	66.36	73.00	79.57	85.14	92.81
			MONTHLY	11,502.90	12,653.19	13,791.98	14,757.42	16,087.07
			ANNUAL	138,034.83	151,838.32	165,503.76	177,089.03	193,044.80
440	Police Chief	A - E	HOURLY	77.20	84.92	92.56	99.97	107.97
			MONTHLY	13,381.43	14,719.57	16,044.34	17,327.88	18,714.11
			ANNUAL	160,577.16	176,634.88	192,532.02	207,934.58	224,569.35
500	City Manager	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will

C = Confidential

MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES

SALARY SCHEDULE

EFFECTIVE JULY 1, 2026

3.0% Increase

CODE	CLASSIFICATION TITLE	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
212	Administrative Analyst	C - E	HOURLY	43.35	45.52	47.80	50.19	52.70
			MONTHLY	7,514.74	7,890.48	8,285.01	8,699.26	9,134.22
			ANNUAL	90,176.93	94,685.78	99,420.07	104,391.07	109,610.62
213	Human Resources Analyst	C - E	HOURLY	45.64	47.92	50.31	52.83	55.47
220	Mangement Analyst		MONTHLY	7,910.26	8,305.77	8,721.06	9,157.11	9,614.97
			ANNUAL	94,923.09	99,669.24	104,652.70	109,885.34	115,379.60
225	Senior Mangement Analyst	C - E	HOURLY	47.92	50.31	52.83	55.47	58.24
			MONTHLY	8,305.77	8,721.06	9,157.11	9,614.97	10,095.72
			ANNUAL	99,669.24	104,652.70	109,885.34	115,379.60	121,148.58
310	Benefits Coordinator/Executive Asst	C - E	HOURLY	38.54	40.47	42.49	44.62	46.85
			MONTHLY	6,680.92	7,014.97	7,365.71	7,734.00	8,120.70
			ANNUAL	80,171.04	84,179.59	88,388.57	92,808.00	97,448.40
315	Executive Assistant	A - E	HOURLY	33.07	34.72	36.46	38.28	40.19
			MONTHLY	5,731.83	6,018.42	6,319.34	6,635.31	6,967.08
			ANNUAL	68,781.97	72,221.06	75,832.12	79,623.72	83,604.91
324	Recreation Supervisor	C - E	HOURLY	42.82	44.96	47.20	49.56	52.04
326	Economic Development Supervisor		MONTHLY	7,421.30	7,792.37	8,181.99	8,591.09	9,020.64
328	Public Works Supervisor		ANNUAL	89,055.63	93,508.41	98,183.84	103,093.03	108,247.68
951	Deputy City Clerk							
330	Assistant to the City Manager	C - E	HOURLY	49.34	51.80	54.39	57.11	59.97
			MONTHLY	8,551.74	8,979.32	9,428.29	9,899.70	10,394.69
			ANNUAL	102,620.84	107,751.88	113,139.48	118,796.45	124,736.27
340	Finance Manager	MM - E	HOURLY	56.75	59.59	62.57	65.70	68.98
355	Recreation Manager	MM-E	MONTHLY	9,836.68	10,328.52	10,844.94	11,387.19	11,956.55
362	Administrative Services Manager	A - E	ANNUAL	118,040.18	123,942.19	130,139.30	136,646.26	143,478.58
365	Development Services Manager	MM - E						
366	Economic Development Manager	MM - E						
370	City Clerk	A - E	HOURLY	50.48	53.01	55.66	58.44	61.36
			MONTHLY	8,750.34	9,187.85	9,647.25	10,129.61	10,636.09
			ANNUAL	105,004.05	110,254.25	115,766.96	121,555.31	127,633.07
373	City Clerk/ Director of Communication	A - E	HOURLY	53.01	55.67	58.45	61.37	64.44
			MONTHLY	9,189.24	9,648.71	10,131.14	10,637.70	11,169.58
			ANNUAL	110,270.93	115,784.48	121,573.70	127,652.39	134,035.01

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES

SALARY SCHEDULE

EFFECTIVE JULY 1, 2026

3.0% Increase

CODE	CLASSIFICATION TITLE	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
380	Support Services Manager	MM - E	HOURLY	60.00	63.00	66.15	69.46	72.94
			MONTHLY	10,400.71	10,920.74	11,466.78	12,040.12	12,642.12
			ANNUAL	124,808.49	131,048.91	137,601.36	144,481.42	151,705.49
405	Finance Director	A - E	HOURLY	65.09	71.60	78.04	83.51	91.02
			MONTHLY	11,282.49	12,410.74	13,527.71	14,474.65	15,777.37
			ANNUAL	135,389.92	148,928.91	162,332.51	173,695.79	189,328.41
390	Police Captain	MM - E	HOURLY	74.98	78.73	82.66	86.80	91.14
			MONTHLY	12,996.42	13,646.24	14,328.55	15,044.98	15,797.22
			ANNUAL	155,956.98	163,754.83	171,942.58	180,539.70	189,566.69
400	Administrative Services Director	A - E	HOURLY	68.98	72.43	76.05	79.85	83.85
			MONTHLY	11,956.48	12,554.31	13,182.02	13,841.13	14,533.18
			ANNUAL	143,477.81	150,651.70	158,184.29	166,093.50	174,398.18
408	Economic Development Director	A - E	HOURLY	72.43	76.05	79.85	83.84	88.04
			MONTHLY	12,554.12	13,181.83	13,840.92	14,532.97	15,259.62
			ANNUAL	150,649.50	158,181.97	166,091.07	174,395.62	183,115.41
410	Development Services Director	A - E	HOURLY	71.77	78.95	86.05	92.08	100.36
			MONTHLY	12,440.33	13,684.37	14,915.96	15,960.08	17,396.48
			ANNUAL	149,284.01	164,212.41	178,991.53	191,520.93	208,757.82
430	Recreation & Community Svcs Director	A - E	HOURLY	68.35	75.19	81.96	87.69	95.59
			MONTHLY	11,847.99	13,032.79	14,205.74	15,200.14	16,569.68
			ANNUAL	142,175.88	156,393.46	170,468.88	182,401.70	198,836.14
440	Police Chief	A - E	HOURLY	79.52	87.47	95.34	102.97	111.21
			MONTHLY	13,782.87	15,161.16	16,525.67	17,847.72	19,275.54
			ANNUAL	165,394.48	181,933.93	198,307.98	214,172.62	231,306.43
500	City Manager	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will

C = Confidential

MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES

SALARY SCHEDULE

EFFECTIVE JULY 1, 2027

4.0% Increase

CODE	CLASSIFICATION TITLE	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
212	Administrative Analyst	C - E	HOURLY	45.09	47.34	49.71	52.20	54.81
			MONTHLY	7,815.33	8,206.10	8,616.41	9,047.23	9,499.59
			ANNUAL	93,784.01	98,473.21	103,396.87	108,566.71	113,995.05
213	Human Resources Analyst	C - E	HOURLY	47.46	49.83	52.33	54.94	57.69
220	Mangement Analyst		MONTHLY	8,226.67	8,638.00	9,069.90	9,523.40	9,999.57
			ANNUAL	98,720.01	103,656.01	108,838.81	114,280.75	119,994.79
225	Senior Mangement Analyst	C - E	HOURLY	49.83	52.33	54.94	57.69	60.57
			MONTHLY	8,638.00	9,069.90	9,523.40	9,999.57	10,499.54
			ANNUAL	103,656.01	108,838.81	114,280.75	119,994.79	125,994.53
310	Benefits Coordinator/Executive Asst	C - E	HOURLY	40.09	42.09	44.19	46.40	48.72
			MONTHLY	6,948.16	7,295.56	7,660.34	8,043.36	8,445.53
			ANNUAL	83,377.88	87,546.78	91,924.12	96,520.32	101,346.34
315	Executive Assistant	A - E	HOURLY	34.39	36.11	37.92	39.81	41.80
			MONTHLY	5,961.10	6,259.16	6,572.12	6,900.72	7,245.76
			ANNUAL	71,533.24	75,109.91	78,865.40	82,808.67	86,949.11
324	Recreation Supervisor	C - E	HOURLY	44.53	46.75	49.09	51.55	54.12
326	Economic Development Supervisor		MONTHLY	7,718.15	8,104.06	8,509.27	8,934.73	9,381.47
328	Public Works Supervisor		ANNUAL	92,617.86	97,248.75	102,111.19	107,216.75	112,577.59
951	Deputy City Clerk							
330	Assistant to the City Manager	C - E	HOURLY	51.31	53.88	56.57	59.40	62.37
			MONTHLY	8,893.81	9,338.50	9,805.42	10,295.69	10,810.48
			ANNUAL	106,725.67	112,061.96	117,665.06	123,548.31	129,725.72
340	Finance Manager	MM - E	HOURLY	59.02	61.97	65.07	68.32	71.74
355	Recreation Manager	MM-E	MONTHLY	10,230.15	10,741.66	11,278.74	11,842.68	12,434.81
362	Administrative Services Manager	A - E	ANNUAL	122,761.79	128,899.88	135,344.87	142,112.12	149,217.72
365	Development Services Manager	MM - E						
366	Economic Development Manager	MM - E						
370	City Clerk	A - E	HOURLY	52.50	55.13	57.88	60.78	63.82
			MONTHLY	9,100.35	9,555.37	10,033.14	10,534.79	11,061.53
			ANNUAL	109,204.21	114,664.42	120,397.64	126,417.52	132,738.40
373	City Clerk/ Director of Communication	A - E	HOURLY	55.14	57.89	60.79	63.83	67.02
			MONTHLY	9,556.81	10,034.65	10,536.39	11,063.21	11,616.37
			ANNUAL	114,681.77	120,415.86	126,436.65	132,758.48	139,396.41

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES

SALARY SCHEDULE

EFFECTIVE JULY 1, 2027

4.0% Increase

CODE	CLASSIFICATION TITLE	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
380	Support Services Manager	MM - E	HOURLY	62.40	65.52	68.80	72.24	75.85
			MONTHLY	10,816.74	11,357.57	11,925.45	12,521.72	13,147.81
			ANNUAL	129,800.83	136,290.87	143,105.41	150,260.68	157,773.71
405	Finance Director	A - E	HOURLY	67.69	74.46	81.17	86.85	94.66
			MONTHLY	11,733.79	12,907.17	14,068.82	15,053.64	16,408.46
			ANNUAL	140,805.52	154,886.07	168,825.81	180,643.62	196,901.55
390	Police Captain	MM - E	HOURLY	77.98	57.90	63.15	67.73	73.70
			MONTHLY	13,516.27	14,192.09	14,901.69	15,646.77	16,429.11
			ANNUAL	162,195.26	170,305.03	178,820.28	187,761.29	197,149.36
400	Administrative Services Director	A - E	HOURLY	71.74	75.33	79.09	83.05	87.20
			MONTHLY	12,434.74	13,056.48	13,709.31	14,394.77	15,114.51
			ANNUAL	149,216.93	156,677.77	164,511.66	172,737.24	181,374.11
408	Economic Development Director	A - E	HOURLY	75.32	79.09	83.05	87.20	91.56
			MONTHLY	13,056.29	13,709.10	14,394.56	15,114.29	15,870.00
			ANNUAL	156,675.48	164,509.25	172,734.71	181,371.45	190,440.02
410	Development Services Director	A - E	HOURLY	74.64	82.11	89.50	95.76	104.38
			MONTHLY	12,937.95	14,231.74	15,512.60	16,598.48	18,092.34
			ANNUAL	155,255.37	170,780.91	186,151.19	199,181.77	217,108.13
430	Recreation & Community Svcs Director	A - E	HOURLY	71.09	78.20	85.23	91.20	99.42
			MONTHLY	12,321.91	13,554.10	14,773.97	15,808.15	17,232.47
			ANNUAL	147,862.91	162,649.20	177,287.63	189,697.77	206,789.59
440	Police Chief	A - E	HOURLY	82.70	90.97	99.15	107.09	115.65
			MONTHLY	14,334.19	15,767.61	17,186.69	18,561.63	20,046.56
			ANNUAL	172,010.26	189,211.28	206,240.30	222,739.52	240,558.69
500	City Manager	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will

C = Confidential

MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 11B

To: Mayor Shelley Hasselbrink & Members of the City Council
Presented By: Ron Noda, Development Services Director
Subject: Los Alamitos Boulevard and Cerritos Avenue Intersection Improvements

SUMMARY

This item provides information on different options to improve the traffic conditions at the intersection of Los Alamitos Boulevard and Cerritos Avenue.

RECOMMENDATION

1. Discuss the proposed options; and,
2. Provide direction to staff; and,

BACKGROUND

The State of California actively recommends implementing Active Transportation Program (ATP) plans to increase the use of active modes of transportation to encourage biking and walking, promote public health, and to improve safety and mobility for non-motorized users. The City's Active Transportation Plan (ATP) provides Los Alamitos the vision and goals to make streets safer, more comfortable, and more enjoyable.

The ATP was conducted in 2021 and was a year-long effort with an extensive community engagement plan. The strategies included virtual community workshops, a Community Advisory Committee (CAC), postcards, flyers, social media outreach, a 24-hour project phone line, text messages, online surveys, walk audits, and City Council and Commissioners interviews. The CAC was a key component of the engagement process and met several times to share information, collaborate, and guide the ATP process. Participating community stakeholders that were in the CAC included the Los Alamitos Unified School District (LAUSD), the Orange County Transportation Authority (OCTA), Caltrans District 12, Southern California Association of Governments (SCAG), a member of the Planning Commission, a member of the Parks, Recreation, and Cultural Arts Commission, and a member of the Traffic Commission.

As a result of the community engagement plan, eighteen (18) recommended improvements were provided.

1. Katella Avenue
2. Bloomfield Street
3. Cerritos Avenue

4. Los Alamitos Boulevard
5. Howard Avenue
6. Green Avenue
7. Ball Road
8. Farquhar Avenue
9. Oak Street
10. Walnut Street
11. Lexington Drive
12. Chestnut Street
13. Reagan Street
14. Pine Street
15. Florista Street
16. Sausalito Street
17. Carbon Creek Channel
18. Antietam Avenue

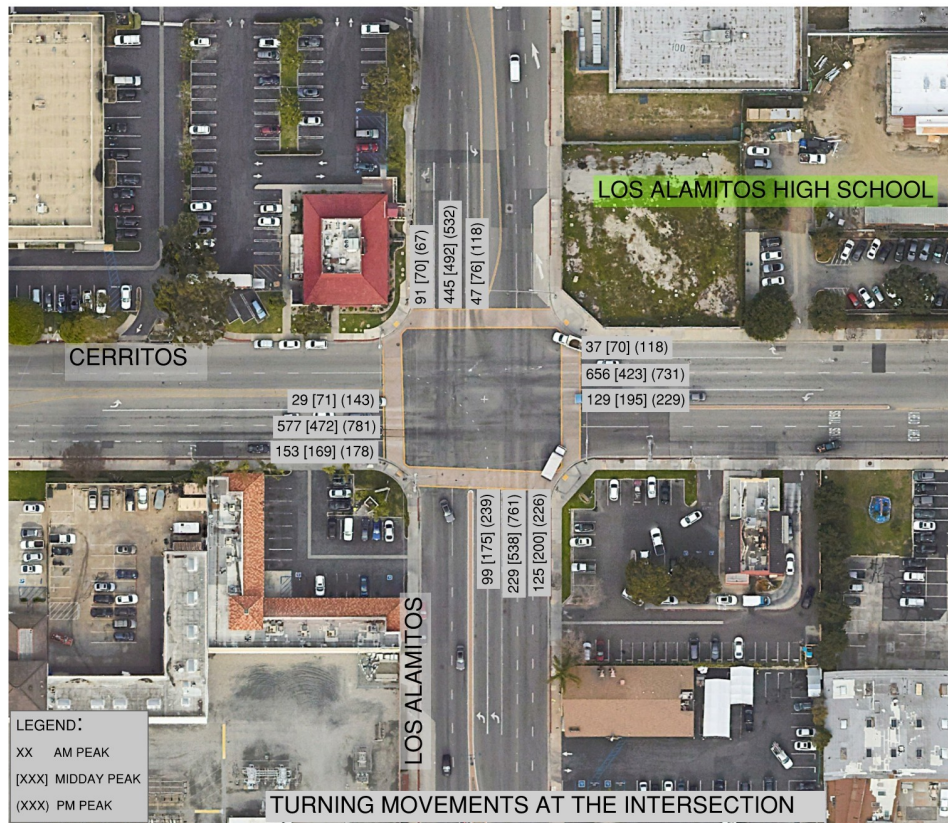
Over the past several years, as Capital Improvement Projects (CIP) were conducted on Los Alamitos streets, the ATP plan recommended improvements have been incorporated, emphasizing the two middle schools and one high school. The first recommended project was conducted on Cerritos Avenue, with the second being on Los Alamitos Boulevard. The third project, Bloomfield Street is currently in design, with a fourth project, Oak Street - Florista Street - Walnut Street, beginning the early stages of assessment.

The Los Alamitos Boulevard striping plan was presented to the Traffic Commission at the January 10, 2024, meeting. The plan was then presented and approved by the City Council at the March 18, 2024, meeting.

Subsequently, after installation was completed in November 2024, the City received concerns regarding delays with northbound traffic on Los Alamitos Boulevard at Cerritos Avenue during the morning (AM) and afternoon (PM), and the traffic queue at Sausalito/Briggeman Street. The City Council requested at the February 2025 meeting that they be presented with options to improve or mitigate traffic delays at the intersection and provide those at an upcoming City Council meeting.

DISCUSSION

The collection of traffic data to evaluate the latest vehicle turning movements for AM between the hours of 7:30 a.m. to 9:00 a.m., mid-day between the hours of 11:30 a.m. to 1:30 p.m., and PM between the hours of 4:00 p.m. to 6:00 p.m. on February 18 and 19, 2025. Additionally, staff collected seven (7) days of video footage of current conditions and observed the conflict between heavy pedestrians, mainly students, traffic crossing both streets, and motorists making right turns from northbound Los Alamitos Boulevard onto eastbound Cerritos Avenue. "Right-turning" vehicles are stopped for pedestrian crossings and subsequently block "through traffic" vehicles.



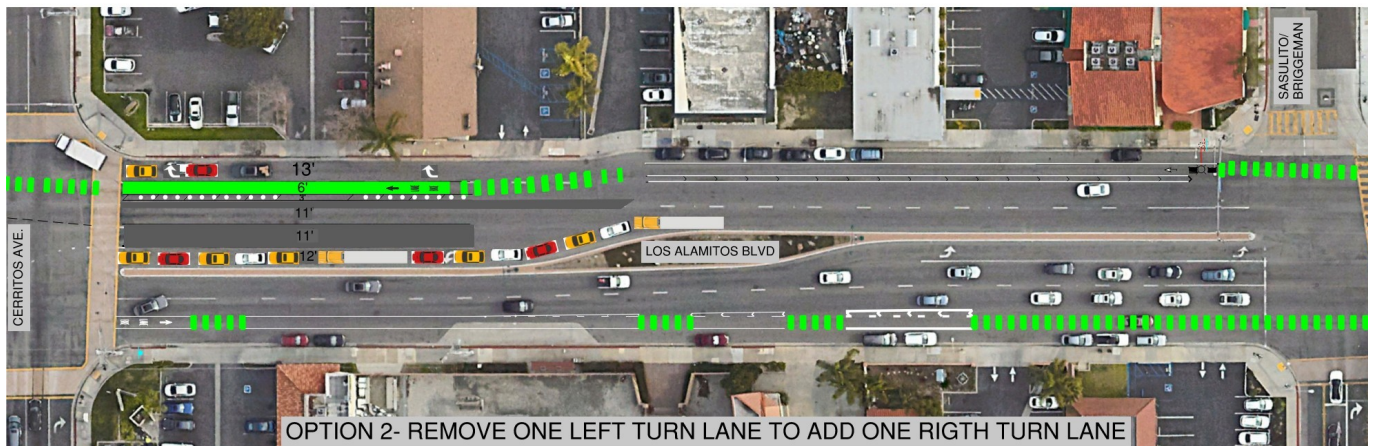
The intersection analysis and evaluation prepared four (4) options for City Council consideration. The following briefly describes each option and its effects on northbound Los Alamitos Avenue traffic:

1) Revert to the Previous Roadway Condition Northbound of Los Alamitos Boulevard between Briggeman Drive/Sausalito Street and Cerritos Avenue. This option restores the pavement markings to the pattern before the installation of the new markings. Removing the bike lane will enable right-turn vehicles on northbound Los Alamitos to stack in the right lane away from the through traffic.



2) Install "Exclusive Pedestrian Phase". This option allows pedestrians (students) to cross the intersection in all directions simultaneously. During the exclusive pedestrian phase, pedestrians/students cross the street without interacting with vehicle movements. Once on every signal cycle, all traffic will stop for pedestrian crossings. The benefit of this option is that when the signal light is green for the northbound on Los Alamitos Boulevard, right-turning vehicles move without pedestrians impeding the turn movements. Additionally, pedestrians can cross diagonally, and overall, pedestrian and vehicular delays at the intersection will be reduced.

If selected, this option can be complemented by synchronizing the signal timing between the Briggeman Drive/Sausalito Street intersection and the Los Alamitos boulevard/Cerritos Avenue intersection to improve the traffic flow between the two intersections. This option will require upgrading the ADA ramps at the four corners of the Los Alamitos Boulevard/Cerritos Avenue intersection to conform to ADA requirements.



4) Widen the Eastside Los Alamitos Boulevard sidewalk for a bike lane shift. This option will widen the sidewalk on the east side of Los Alamitos Boulevard from 8 feet to 13 feet wide. The additional 5 feet will be dedicated as an elevated bike path, separated by K-71's delineators to protect pedestrians and bicyclists. The Los Alamitos Boulevard traffic lanes will remain: one 10' right turn lane, two 10' through lanes, and two left turn lanes. This option, however, requires modification of the drainage system and curb ramps at the intersection of Briggeman Street and Los Alamitos Boulevard to provide access to the elevated bike path.



FISCAL IMPACT

Based on the direction of the City Council, City Staff will develop appropriate plans and cost estimates for the selected option.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 11C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Draft Annual Operating Budget for Fiscal Year 2025-26 and Fiscal Year 2026-27

SUMMARY

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

RECOMMENDATION

Review, receive, and file the department overviews for Administration (City Manager, City Clerk, Human Resources, Finance, Police, Development Services, and Recreation and Community Services for Fiscal Year 2025-26 and Fiscal Year 2026-27.

BACKGROUND

The Fiscal Year 2025-2026 and 2026-2027 Annual Operating Budget for the City of Los Alamitos is presented for your consideration. It is the Council's policy to review each Department's expenditures and revenues to better understand how the departments are spending and receiving funds as part of the budget process. Conducting a preliminary analysis of all appropriations for the upcoming fiscal year is customary. This process updates the City Council on the forecasted fiscal status of the City's General Fund. Los Alamitos implemented a two-year budget cycle beginning with the Fiscal Year 2021-22 Budget. This budget cycle will include projections for Fiscal Year 2025-26 and an estimate for Fiscal Year 2026-27 that will aid with future planning.

The Mid-Year Budget review and projection for the Fiscal Year ending June 30, 2025, were presented to the Council on February 18, 2025. Finance has compiled cost information to create draft budgets for each department. Increases reflect the approved MOU salary and benefit changes, as well as general increases to O&M. Meetings with the departments and the City Manager were conducted to review the draft budgets. Staff met with the Budget Standing Committee on April 3 and April 14, 2025, to discuss and review the draft budget. The attached draft reflects the work produced by these collective meetings.

DISCUSSION

The new budget is not unlike previous budget years in that uncertainty exists in the economy and global markets. Potential moves by the U.S. Treasury and the Federal

government shadow this. The addition of recent tariffs and the resulting tariff war have also added a layer of complexity to the otherwise unknown future. Economists have many speculations of how this will play out, but one such likely scenario is one of increased sales activity through the end of the fiscal year 2025 and a push to acquire goods ahead of the tariffs, followed by slow growth for Fiscal Year 2025-26. Therefore, careful planning should be exercised to develop a prudent budget and strategically position the City to weather any potential economic shifts. That said, adequate cash reserves should be maintained to cover potential unknowns. The new draft budget has been prepared with these factors in mind.

Fiscal Year 2025-26 and 2026-27 Budget Overview

The new draft budget again reflects two fiscal years. As shown below, projected revenues (including transfers) for FY25-26 and FY26-27 are \$29.1 million and \$29.4 million, respectively.

	2024-25 Adopted	2025-26 Proposed	2026-27 Projection	Variance - Adopted to Proposed
REVENUE SUMMARY				
Property Taxes	\$ 5,436,347	\$ 5,855,905	\$ 6,049,450	8%
Other Taxes	11,176,715	12,063,445	12,676,223	8%
Utility Users Tax	2,283,000	2,900,000	2,900,000	27%
Franchise Fees	864,200	1,066,500	1,050,500	23%
Licenses & Permits	1,123,480	1,451,783	1,476,460	29%
Fines & Forfeitures	1,031,975	1,606,000	1,666,000	56%
Investment earnings	750,000	680,000	650,000	-9%
Other Agencies	11,000	195,000	201,000	1673%
Charges for Current Services	855,116	959,835	962,835	12%
Misc. - General	100,000	100,000	100,000	
Grant Offset	-	148,000	148,000	100%
TOTAL REVENUE	23,631,833	27,026,468	27,880,468	14%
Transfers In	425,000	2,086,273	1,479,802	
TOTAL REVENUE & TRANSFERS IN	<u>\$24,056,833</u>	<u>\$29,112,741</u>	<u>\$29,360,270</u>	

General Fund Projected Revenues

Fiscal Year 2025-26 and 2026-27 revenue projections by category are presented as follows:

Property Taxes

The most recent report received from HdL (dated March 14, 2025) indicates that property taxes are continuing an upward trend and estimated increases of 3.27% in FY25-26, 3.57% growth for FY26-27, and 3.75% through FY29-30. The projections for secured property taxes for FY25-26 and FY26-27 are \$3.2 million and \$3.3 million, respectively. This revenue category encompasses unsecured property taxes, lighting district, and property tax in lieu of VLF. The total property tax revenue projection for FY25-26 is \$5.9 million and is estimated to be \$6.0 million for FY26-27.

Other Taxes

The revenue category for Other taxes includes Sales and Use taxes, Measure Y Local

Sales tax, Transit Occupancy tax, and Business Licenses.

Sales & Use Taxes

A report from HdL, dated April 9, 2025, reported data for the quarter ending December 31, 2024 (4Q24). The projection and estimate for Sales & Use Taxes for FY25-26 and FY26-27 are \$3.6 and \$3.7 million.

Measure Y Local Sales Tax

According to the latest report from HdL dated April 9, 2025, estimates for Measure Y Local Sales Tax for FY25-26 and FY26-27 are \$6.2 million and \$6.4 million.

Transient Occupancy Tax (TOT)

TOT tax revenue is generated from three hotels. The estimate for FY25-26 is \$623,000. A ballot measure to potentially increase the TOT is planned for the near future.

Business Licenses

Business Licenses are projected to reflect strong business activity and enhanced enforcement efforts from Neighborhood Preservation. The estimates for FY25- 26 and FY26- 27 are \$1.6 million and \$1.7 million, respectively.

Utility User Tax

Utility User tax is projected to be \$2.9 million and reflects taxes paid by the following utilities:

Electricity 6% - Southern California Edison (LAMC 3.20.080)

Gas 6% - Southern California Gas Company (LAMC 3.20.090)

Telecommunications Frontier Communications 5% (LAMC 3.20.070)

Water 6% Golden State Water (LAMC 3.20.100)

Franchise Fees

As the Public Utilities Commission allows, franchise fees levied on utilities are passed directly to customers and itemized on their bills as city fees. The utility collects the fee and remits it to the city. Franchise fees include cable, refuse, electric, gas, water, and pipeline. Franchise Fees are projected to be \$1.1 million for FY25- 26 and FY26- 27.

Licenses & Permits

Licenses & Permits are expected to reflect continued strong activity for building and construction. Estimates for FY25-26 and FY26-27 are \$1.5 million. A cost recovery study and review of all fees are underway and will be brought back to the Council following the adoption of the budget.

Fines & Forfeitures

Revenues from Fines and Forfeitures include red light cameras, parking fines, and other moving violations. Revenue is expected to return to a more normalized level in the next fiscal year. Projections for Fines and Forfeitures are estimated to be \$1.6 million for FY25-26 and FY26- 27. Revenue generated from fines and forfeitures helps offset the cost of the police programs and activities.

Charges for Services

The Recreation and Community Services Department's various programs, classes, and special events generate the majority of revenue for this category. The Aquatics Program has been added to Recreation's full menu of programs, and the newest category is Los Alamitos Youth Baseball. Estimated revenues total \$960,000.

Miscellaneous Revenue

Miscellaneous revenue is associated with revenue collected that does not apply to the other categories. It has two components: miscellaneous, which trends at approximately \$100,000, and a new category, Grant Revenue, which is associated with revenue received to offset grant-sharing splits. New to FY25- 26 is grant revenue offset to the EV Transportation Program.

General Fund Proposed Expenditures

The proposed expenditures represent further restructuring of the City's internal operations to meet the goals outlined in the departments and the City. Projected expenditures (including transfers out) for FY25- 26 are \$28.6 million and \$28.9 million for FY26- 27. In addition to maintenance and operational increases, salaries reflect the approved MOU adjustments and four new proposed positions.

Listed below are the four proposed staffing positions:

New Position Requests 2025/26

Department	Added Position	Full Burden Cost	
Public Works	Senior Maintenance	87,000	To support public works
	Maintenance 1	76,000	To support public works
		<u>163,000</u>	
Recreation	LAYB Rec Coord	89,000	To Support LAYB program
	Deputy Director (Dep Dir vs. Mgr.)	20,500	To support Recreation
		<u>109,500</u>	-
		<u>\$ 272,500</u>	

The table below reflects the Draft General Fund Budget for department expenditures for FY25- 26 and FY26-27, including additional proposed staffing positions:

	2024-25 Adopted	2025-26 Proposed	2026-27 Projection	Variance - Adopted to Proposed
EXPENDITURE SUMMARY				
City Council	\$ 35,957	\$ 38,420	\$ 38,420	7%
Administration - City Manager, City Clerk, HR	1,730,850	1,621,520	1,694,471	-6%
Finance	1,134,465	1,059,017	1,139,094	-7%
City Attorney	226,000	226,000	226,000	0%
Police	8,208,996	9,471,396	9,839,725	15%
Development Services	5,695,456	7,436,584	7,574,253	31%
Recreation	3,279,826	4,335,590	4,422,217	32%
Non-Departmental	1,209,500	1,262,199	1,350,091	4%
TOTAL EXPENDITURES	21,521,050	25,450,726	26,284,271	18%
Transfers Out	1,605,000	3,160,000	2,660,000	
TOTAL EXPENDITURES & TRANSFERS OUT	<u>\$23,126,050</u>	<u>\$28,610,726</u>	<u>\$28,944,271</u>	

Council

The Council budget has been revised to reflect the transfer of many line-item expenditures to the Administration budget, including supplies, postage, advertising, employee service awards, commission appreciation, and meeting cable casting, to better align with operations.

Administration (City Manager, City Clerk, Human Resources)

Administration includes the City Manager, City Clerk, Administrative Manager, two Management Analysts, a Deputy City Clerk, and a Department Secretary. Expenditures for Administration for FY25- 26 and FY26- 27 are projected to be approximately \$1.6 million and \$1.8 million, respectively. The Administrative Services Manager will be moving to Economic Development, and HR will be staffed through contract services.

Finance

The Finance Department comprises four full-time staff members: Finance Director, Finance Manager, Accountant, Senior Finance Assistant, and Finance Assistant. Total department expenditures for FY25-26 and FY26-27 are projected to be \$1.1 million.

Police

The Police Department's budget comprises of ten divisions: Administration, Patrol, Investigation, Records, Communication, Community Outreach, Youth Programs, Traffic, Emergency Preparedness, and the K-9 Unit. The total department expenditure for FY25-26 is projected to be \$9.5 million and \$9.8 million for FY26-27.

Development Services

Development Services include Administration, Planning, Neighborhood Preservation, Building Inspection, NPDES, Street, Park, Facility Maintenance, City Engineering, and Economic Development. The Street Department (division 542) reflects salaries and benefits for Park Maintenance (division 543) and Facility Maintenance (division 544), which were previously reported separately. The revision will simplify reporting, as salaries and benefits were split between multiple divisions. Two new proposed positions are being added, a

Senior Maintenance and Maintenance I worker, to support Public Works. The total department expenditures for FY25-26 and FY26-27 are projected to be \$7.4 million and \$7.6 million, respectively.

The Economic Development Division (545) has been expanded by adding an Economic Development Director and Economic Development Manager. Internal transfers from Administrative Services and Recreation are filling both positions. The resulting cost differential is minimal. These positions will be responsible for developing business attraction activities and coordinating citywide retention efforts, working with site selectors and commercial real estate interests, developers, and small businesses to promote business investment opportunities and develop and implement marketing programs for business attraction and tourism.

Recreation and Community Services

Recreation and Community Services include divisions for Administration, Community Services, Day Camp, Playgrounds, Sports, Special Classes, and Special Events. Aquatics is now year-round and includes using the pool facilities at JFTB. Due to the expansion of programs, part-time salaries are being increased. A new Recreation Coordinator is being added to staff the new LAYB program. In addition, a Deputy Director is being added to assist in managing Recreation programs and activities. Total department expenditures for Recreation and Community Services are projected to be \$4.3 million for FY25-26 and \$4.4 million for FY26-27.

Non-Departmental

Non-departmental items include contractual services not associated with other departments, retiree health insurance costs, credit card processing fees, contributions to North SPA, and capital projects funded by Measure Y and the General Fund.

Interfund Operating Transfers In / Out

Interfund transfers into the General Fund support revenues and represent a partial offset to transfers out to other funds. Transfers from the General Fund are made to other internal service funds that do not generate revenue and are to cover Debt Service payments (Fund 31), Vehicle and Equipment Replacement (Fund 50), Technology Replacement (Fund 53), and Self-Insurance costs (Fund 54).

Capital Improvement Projects

As reflected below, the CIP comprises \$3.8 million in multi-year (carryover) projects, which will be largely funded by the prior years' surpluses and covered by investment maturities. The proposed CIP for FY25-26 is \$10 million, of which \$5.4 million is the General Fund. Funding will largely come from and, for the most part, align with investment maturities. In addition, projects totaling \$2.1 million have been deferred to FY26- 27.

Fiscal Year 2024-25 CIP Multi-Year (Carryover)

Project	Funding Source	Account	Amount
Labourdette Park Project	CDBG	19-570-5501-2400	\$ 300,000
	General Fund	10-570-5501-2400	\$ 400,000
	Additional Appropriation		\$ 650,000
Soroptimist Park	Prop 68	10-570-5501-2504	\$ 185,000
	General Fund	10-570-5501-2504	\$ 55,000
	Additional Appropriation		\$ 80,000
Signage Replacement	General Fund	10-570-5501-2506	\$ 150,000
Katella Avenue Design	Measure M	26-570-5501-2402	\$ 300,000
ADA Curb Ramps	Measure M	26-570-5501-2501	\$ 25,000
ADA Sidewalks	Measure M	26-570-5501-2502	\$ 25,000
PMP	General Fund	10-570-5501-2502	\$ 35,000
Bridge Assessment	General Fund	10-570-5501-2503	\$ 15,000
ATP Project - Bloomfield	General Fund-M. Steel	10-570-5501-2507	\$ 582,410
ATP Project - Bloomfield	General Fund	10-570-5501-2507	\$ 175,000
Emergency Generator Project	Facilities (Fund 52)	52-570-5501-2308	\$ 650,000
Pine Street Design	General Fund	10-570-5501-2419	\$ 175,000
Total FY24-25 Pending			\$ 3,802,410

Fiscal Year 2025-26 CIP

Project	Funding Source	Account	Amount
Additional Appropriations	General Fund		\$ 730,000
Community Center 2 Renovation	General Fund		\$ 4,400,000
Street Slurry Project	SB-1		\$ 300,000
	Gas Tax		\$ 190,000
	Measure M		\$ 55,000
LAYB Project (Restroom & Concession)	General Fund		\$ 300,000
Street Striping	Measure M		\$ 150,000
Grid Tree Trimming	Measure M		\$ 95,000
Total FY25-26			\$ 6,220,000
Total Combined CIP			\$ 10,022,410

PD HVAC Project	Building Improvement (Fund 25)		\$ 250,000
ADA Transition Plan	General Fund		\$ 175,000
Public Works Renovation	Facilities (Fund 52)		\$ 650,000
PD Locker Rooms	General Fund		\$ 1,000,000
Deferred			\$ 2,075,000

Other Considerations

In connection with the Unfunded Accrued Liability (UAL), the Council adopted Resolution 2022-23, PERS Unfunded Accrued Liability Pay-Down Funding Policy. This resulted in additional discretionary payments (ADP) of \$260,000 annually that are being applied to reduce the UAL. In addition, the Council approved funding for the trust established with PARS at \$50,000 monthly. This funding is in addition to the already approved \$260,000 annual ADP, which, combined with the trust funding, will accelerate the UAL paydown. As of

March 31, 2025, a total of \$1,270,000 has been applied toward reducing UAL.

Future changes to UAL are somewhat unknown, as CalPERS is currently underway with an experience study (ALM) that is scheduled to go into effect on July 1, 2026. The prior study of 2021 reflected assumption changes, including a reduced discount rate assumption from 7% to 6.8%, a reduced inflation rate assumption from 2.5% to 2.3%, an increased employee wage growth assumption from 2.75% to 2.80%, and other demographic changes, all of which affect the UAL.

The current 2025 Experience Study may reflect additional potential changes due to persistent inflation, which is upward pressure on the Wage Growth Assumption (2.8%) and downward pressure on the discount rate assumption (6.8%). In addition, mortality reflected higher rates during COVID-19, and the U.S. trends suggest significant improvement in mortality, all of which will impact the UAL. As information becomes available, staff will report any updates.

Updated Long-Term Model

Finance maintains a five-year forecast and strategy to secure a balanced budget over the long term. The long-term model has been updated and is presented below:

	1	2	3	4	5
	Projection	Estimate	Estimate	Estimate	Estimate
	<u>FY25-26</u>	<u>FY26-27</u>	<u>FY27-28</u>	<u>FY28-29</u>	<u>FY28-29</u>
Revenues:					
Total Revenues	\$ 29,112,751	\$29,360,270	\$ 29,656,454	\$30,364,964	\$30,135,337
Expenditures:					
Total Expenditures	<u>28,610,726</u>	<u>28,944,271</u>	<u>29,114,799</u>	<u>29,954,321</u>	<u>29,600,805</u>
Estimated Budget Surplus	\$ 502,025	\$ 415,999	\$ 541,655	\$ 410,643	\$ 534,531

FISCAL IMPACT

Proposed revenues reflect an increase of 14%, and proposed expenditures reflect an increase of 18% over the adopted budget. The budget projection and estimate for FY25-26 and FY26-27 are balanced and reflect a surplus of \$502,000 and \$416,000, respectively.

Attachment: 1. Draft Budget for Fiscal Year 2025-26 and Fiscal Year 2026-27



City of Los Alamitos
General Fund Summary
For Fiscal Year 2025-26, 2026-27

	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
REVENUE SUMMARY					
PROPERTY TAXES	5,076,966	5,436,347	5,594,203	5,855,905	6,049,450
OTHER TAXES	11,417,565	11,176,715	11,989,813	12,063,445	12,676,223
UTILITY USER TAXES	3,038,465	2,283,000	2,900,000	2,900,000	2,900,000
FRANCHISE FEES	1,053,045	864,200	1,090,550	1,066,500	1,050,500
LICENSES & PERMITS	1,090,282	1,123,480	1,191,500	1,451,783	1,476,460
FINES & FORFEITURES	711,663	1,031,975	1,271,000	1,606,000	1,666,000
INVESTMENT EARNINGS	800,000	750,000	700,000	680,000	650,000
OTHER AGENCIES	174,704	11,000	21,000	195,000	201,000
CHARGES FOR CURRENT SERVICES	714,931	855,116	798,259	959,835	962,835
MISC - GENERAL	57,617	100,000	100,000	100,000	100,000
GRANT OFFSET				148,000	148,000
TOTAL REVENUE	24,135,238	23,631,833	25,656,325	27,026,468	27,880,468
TRANSFERS IN	370,000	425,000	525,000	2,086,283	1,479,802
TOTAL REVENUE & TRANSFERS IN	24,505,238	24,056,833	26,181,325	29,112,751	29,360,270
EXPENDITURE SUMMARY					
CITY COUNCIL	67,662	35,957	35,446	38,421	38,421
ADMIN - CITY MGR, CITY CLK, HR	1,400,534	1,730,850	1,715,469	1,636,520	1,756,471
FINANCE	984,414	1,134,465	984,428	1,029,017	1,107,094
CITY ATTORNEY	226,000	226,000	281,535	226,000	226,000
POLICE	7,900,244	8,208,997	8,458,934	9,471,396	9,839,725
DEVELOPMENT SERVICES	5,415,875	5,695,456	6,290,430	7,436,584	7,574,253
RECREATION	2,474,876	3,279,826	3,250,393	4,335,590	4,422,217
NON-DEPARTMENTAL	2,064,157	1,209,500	1,644,092	1,277,199	1,320,090
TOTAL EXPENDITURES	20,533,763	21,521,050	22,660,728	25,450,726	26,284,271
TRANSFERS OUT	1,211,500	1,605,000	2,480,000	3,160,000	2,660,000
TOTAL EXPENDITURES & TRANSFERS OUT	21,745,263	23,126,050	25,140,728	28,610,726	28,944,271
REVENUE OVER/(UNDER) EXPENDITURES	2,759,975	930,783	1,040,597	502,025	415,999
BEGINNING FUND BALANCE	20,350,482	20,073,360	20,350,482	21,391,079	21,893,104
ENDING FUND BALANCE	23,110,457	21,004,143	21,391,079	21,893,104	22,309,103
SUMMARY BY FUNCTION					
SALARIES & BENEFITS	11,758,845	13,520,379	13,603,712	16,098,272	16,740,348
MATERIALS, SUPPLIES, & SERVICES	8,774,917	8,000,671	9,057,016	9,352,454	9,543,923
TRANSFERS OUT	1,211,500	1,605,000	2,480,000	3,160,000	2,660,000
TOTALS	21,745,263	23,126,050	25,140,728	28,610,726	28,944,271



City of Los Alamitos
General Fund Summary
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
4000	CURRENT SECURED PROPERTY TAXES	2,905,272	3,013,950	3,167,526	3,233,411	3,346,674
4001	CURRENT UNSECURED PROPERTY TAX	94,671	107,990	122,488	114,530	118,614
4002	PRIOR YEARS PROPERTY TAXES	19,000	20,000	22,153	23,000	23,000
4003	SUPPLEMENTAL PROPERTY TAXES	40,000	115,000	115,000	116,000	117,000
4004	PUBLIC UTILITY PROPERTY TAXES	35,000	47,035	42,000	43,000	44,000
4005	HOMEOWNER'S EXEMPTION	6,000	6,000	5,869	6,000	6,000
4006	LIGHTING DISTRICT PROPERTY TAX	280,000	300,000	307,402	435,000	436,000
4007	REAL ESTATE TRANSFER TAX	84,000	150,000	100,000	110,000	120,000
4008	PROPERTY TAX IN LIEU OF VLF	1,631,900	1,694,723	1,728,734	1,793,441	1,857,288
4009	COUNTY PROPERTY TAX ADMIN CHG	(18,877)	(18,351)	(16,969)	(18,477)	(19,126)
	PROPERTY TAXES TOTAL	5,076,966	5,436,347	5,594,203	5,855,905	6,049,450
4100	SALES TAX	3,664,445	3,702,715	3,578,813	3,632,445	3,738,223
4101	SALES TAX - LOCAL	6,005,000	6,088,000	6,306,000	6,196,000	6,376,000
4170	TRANSIENT OCCUPANCY TAX	598,038	630,000	593,000	623,000	850,000
4250	BUSINESS LICENSES	1,141,082	750,000	1,500,000	1,600,000	1,700,000
4251	BUSINESS LICENSES - SB1186	9,000	6,000	12,000	12,000	12,000
	OTHER TAXES TOTAL	11,417,565	11,176,715	11,989,813	12,063,445	12,676,223
4160	UTILITY TAX - ELECTRICITY	2,008,181	1,500,000	1,900,000	1,900,000	1,900,000
4161	UTILITY TAX - NATURAL GAS	290,264	200,000	290,000	290,000	290,000
4162	UTILITY TAX - TELEPHONE	332,034	333,000	300,000	300,000	300,000
4163	UTILITY TAX - WATER	407,986	250,000	410,000	410,000	410,000
	UTILITY USER TAXES TOTAL	3,038,465	2,283,000	2,900,000	2,900,000	2,900,000
4201	CABLE TV FRANCHISE FEES	64,488	65,000	108,000	90,000	75,000
4202	REFUSE FRANCHISE FEES	320,186	145,000	320,000	320,000	320,000
4203	ELECTRIC FRANCHISE FEES	290,312	290,000	288,000	290,000	290,000
4204	GAS FRANCHISE FEES	60,854	61,000	61,000	61,000	60,000
4205	WATER FRANCHISE FEES	63,653	50,000	60,000	62,000	62,000
4206	SB1383 REGULATORY	75,000	75,000	75,000	75,000	75,000
4207	PIPELINE FRANCHISE FEES	1,552	1,200	1,550	1,500	1,500
4209	STREET SWEEPING & LITER ABATE	125,000	125,000	125,000	125,000	125,000
4210	CHARITABLE CONTRIBUTIONS - UWS	20,000	20,000	20,000	20,000	20,000
4211	CHARITABLE CONTRIBUTIONS - ABBOTT	12,000	12,000	12,000	12,000	12,000
4212	CHARITABLE CONTRIBUTIONS - WILDAN	15,000	15,000	15,000	5,000	5,000
4213	FOOD RECOVERY PROG CONTRIB - UWS	5,000	5,000	5,000	5,000	5,000
	FRANCHISE FEES TOTAL	1,053,045	864,200	1,090,550	1,066,500	1,050,500
4260	BUILDING PERMITS	350,000	372,750	360,000	436,750	445,485
4261	ELECTRICAL PERMITS	70,000	74,550	74,500	78,278	80,000
4262	MECHANICAL PERMITS	37,000	39,405	39,000	41,375	42,000
4263	PLUMBING PERMITS	40,000	42,600	40,000	44,730	45,000
4264	PUBLIC WORKS PERMITS	250,000	266,250	250,000	476,250	485,775
4265	PLANNING PERMITS	85,000	90,525	181,000	115,000	117,300
4268	TECHNOLOGY/AUTOMATION FEE	50,000	50,000	50,000	50,000	50,000
4269	GENERAL PLAN FEE	5,900	5,900	6,200	5,900	5,900
4300	MOTOR VEHICLE IN LIEU	14,982	-	18,800	19,000	19,000
4400	BUILDING PLAN CHECKS	145,000	159,500	150,000	160,500	162,000
4401	NPDES INSPECTIONS	40,000	20,000	20,000	22,000	22,000
4403	TRACT/PARCEL MAPS PLAN CHECK	1,200	1,000	1,000	1,000	1,000
4404	PERMIT ISSUANCE CHARGE	1,200	1,000	1,000	1,000	1,000
	LICENSES & PERMITS TOTAL	1,090,282	1,123,480	1,191,500	1,451,783	1,476,460



City of Los Alamitos
General Fund Summary
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
4702	CODE ENFORCEMENT COST RECOVERY	4,000	3,300	1,000	1,000	1,000
4703	RED LIGHT CAMERA FINES	437,663	718,675	700,000	875,000	900,000
4704	PARKING FINES	110,000	110,000	170,000	180,000	190,000
4705	MOVING VIOLATIONS	160,000	200,000	400,000	550,000	575,000
4706	DUI COST RECOVERY	-				
	FINES & FORFEITURES TOTAL	711,663	1,031,975	1,271,000	1,606,000	1,666,000
4620	INVESTMENT EARNINGS	800,000	750,000	700,000	680,000	650,000
	USE OF MONEY & PROPERTY TOTAL	800,000	750,000	700,000	680,000	650,000
4301	POST REIMBURSEMENTS		1,000	1,000	1,000	1,000
4325	MISC. POLICE REIMBURSEMENT	123,181	10,000	20,000	194,000	200,000
4381	OCTA CATCH BASIN GRANT	51,523				
	REVENUE FROM OTHER AGENCIES TOTAL	174,704	11,000	21,000	195,000	201,000
4402	SALE OF MAPS AND COPIES	42	100	804	800	800
4450	FINGERPRINTING	768	700	256	300	300
4451	POLICE REPORTS	438	400	694	1,400	1,400
4452	POLICE DEPARTMENT ALARM FEES	648	1,000	272	300	300
4501	ARTS & CRAFTS - ADULTS	5,000	6,000	5,000	6,000	6,000
4505	BASKETBALL - ADULT	2,700	9,400	15,500	16,000	16,000
4506	BASKETBALL - YOUTH	70,000	13,000	16,000	15,000	15,000
4513	DANCE - ADULT	20,000	25,000	20,000	25,000	25,000
4517	DAY CAMPS	150,000	160,000	217,000	228,000	228,000
4519	EDUCATION - ADULT	1,500	2,000	1,800	2,000	2,000
4523	EXERCISE & FITNESS - ADULT	12,000	15,000	16,000	18,000	18,000
4526	FACILITY RENTAL - COMM CENTER	18,000	30,000	24,725	33,000	33,000
4527	FACILITY RENTAL - GYM	18,500	15,300	25,900	15,300	15,300
4528	FACILITY RENTAL-PICNIC SHELTER	6,000	7,000	7,500	8,000	8,000
4529	FACILITY RENTAL LIABILITY	1,000	2,000	1,000	2,000	2,000
4530	FIELD FEES (LAUREL)	6,500	6,500	8,200	8,600	8,600
4531	BIRTHDAY PARTY PACKAGES		7,800	7,800	10,200	10,200
4533	FIELD LIGHT FEES (LAUREL)	1,300	1,300	1,600	1,400	1,400
4534	FIELD LIGHT FEES (MCAULIFFE)	2,300	2,300	5,200	3,500	3,500
4535	FIELD LIGHT FEES (OAK)	8,000	7,000	7,000	7,000	7,000
4536	FOOTBALL	1,000	1,000	1,600	1,600	1,600
4552	PRESCHOOL - READY, SET, GO	55,000	60,000	65,000	67,000	67,000
4553	RACE ON BASE	100,000	82,906	60,000	60,000	60,000
4559	SOCCER - ADULT	40,300	37,000	30,000	30,000	30,000
4560	SOCCER - YOUTH	2,750	2,750	3,000	3,000	3,000
4561	LAYB				100,000	100,000
4563	SPECIAL EVENTS	22,000	27,000	20,000	25,500	25,500
4564	SPECIAL INTEREST - ADULT	28,000	88,000	40,000	60,000	60,000
4568	T-BALL	1,200	1,200	1,600	1,600	1,600
4569	TENNIS CONTRACT	36,000	42,000	35,613	42,000	42,000
4570	TODDLER CLASSES	6,000	7,000	7,000	7,000	7,000
4571	TRACK & FIELD	3,500	3,500	6,000	6,000	6,000
4572	VOLLEYBALL	11,785	9,000	10,985	15,200	15,200
4573	VOLUNTEER PROGRAM	4,000	4,200	4,500	4,500	4,500
4577	AQUATICS CLASSES	42,000	140,000	100,000	100,000	100,000
4587	FIELD PREP FEES	200	60	60	60	60
4588	SPECIAL INTEREST - CAMPS	20,000	25,000	15,000	18,000	20,000
4591	FIELD FEES (ORVILLE LEWIS)	550	200	300	150	150



City of Los Alamitos
General Fund Summary
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
4592	FIELD FEES (COTTONWOOD)	900	500	350	425	425
4593	REC PROCESSING FEES	10,000	10,000	10,000	10,000	10,000
4596	PASSPORT PROCESSING FEES		2,000	5,000	6,000	7,000
	CHARGES FOR CURRENT SERVICES TOTAL	714,931	855,116	798,259	959,835	962,835
4895	MISCELLANEOUS GRANT REVENUE				148,000	148,000
4899	MISCELLANEOUS REVENUE	57,617	100,000	100,000	100,000	100,000
	MISCELLANEOUS REVENUE TOTAL	57,617	100,000	100,000	248,000	248,000
4920	TRANSFERS IN - GAS TAX (20)	120,000	120,000	120,000	150,000	300,000
4921	TRANSFERS IN - PSAF (21)	105,000	105,000	105,000	139,283	170,000
4922	TRANSFERS IN - SLESF (22)	140,000	200,000	200,000	200,000	350,000
4929	TRANSFERS IN - TRAFFIC SAFETY (29)	5,000	-	100,000	100,000	60,000
4956	TRANSFERS IN - ARPA (56)				1,255,000	-
4957	TRANSFERS IN - ARPA (57)				242,000	599,802
	TRANSFERS IN TOTAL	370,000	425,000	525,000	2,086,283	1,479,802
	TOTALS	24,505,238	24,056,833	26,181,325	29,112,751	29,360,270



City of Los Alamitos
General Fund Summary - City Council
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
10-510-5102	STIPENDS	24,000	24,000	24,000	24,000	24,000
10-510-5130	MEDICARE	365	365	365	365	365
10-510-5151	PART-TIME RETIREMENT	700	700	700	800	800
10-510-5162	LIFE INSURANCE	767	767	256	256	256
10-510-5201	SUPPLIES	3,125	-	-	-	-
10-510-5205	POSTAGE	300	-	-	-	-
10-510-5207	TRAVEL & TRAINING	6,000	10,125	10,125	13,000	13,000
10-510-5209	DUES & SUBSCRIPTIONS	14,280	-	-	-	-
10-510-5235	ADVERTISING	3,125	-	-	-	-
10-510-5237	EMPLOYEE SERVICE AWARD	3,400	-	-	-	-
10-510-5238	COMMISSIONER APPRECIATION	5,000	-	-	-	-
10-510-5246	MEETING CABLECASTING	5,000	-	-	-	-
10-510-5287	TECHNOLOGY INTERNL SRVC CHG	1,600	-	-	-	-
TOTALS		66,895	35,957	35,446	38,421	38,421

SUMMARY BY FUNCTION:

SALARIES & BENEFITS	25,832	25,832	25,321	25,421	25,421
MATERIALS, SUPPLIES, & SERVICES	41,830	10,125	10,125	13,000	13,000
TOTALS	67,662	35,957	35,446	38,421	38,421



City of Los Alamitos
General Fund Summary - Administration
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
10-511-5101	SALARIES - FULL-TIME	686,077	830,852	838,450	756,213	811,496
10-511-5103	SALARIES - PART-TIME	75,384	80,000	38,632	39,405	40,193
10-511-5118	CAR ALLOWANCE	15,600	15,600	6,558	3,600	3,600
10-511-5119	CELL ALLOWANCE	2,220	4,800	3,538	3,660	3,660
10-511-5120	OVERTIME	619	500		500	500
10-511-5126	SICK CONVERSION	2,106	2,200	53,315	1,000	1,000
10-511-5127	VACATION CONVERSION	9,537	10,000	5,202	5,000	5,000
10-511-5130	MEDICARE	11,033	13,743	26,362	11,511	12,231
10-511-5150	RETIREMENT	240,909	275,804	275,804	285,484	305,621
10-511-5151	PART-TIME RETIREMENT	2,080	2,400	1,159	1,182	1,206
10-511-5161	HEALTH INSURANCE	81,456	93,084	100,364	105,456	105,456
10-511-5162	LIFE INSURANCE	1,659	1,787	1,787	1,659	1,659
10-511-5163	DISABILITY INSURANCE	1,750	2,030	2,030	1,750	1,750
10-511-5201	SUPPLIES	15,000	18,000	18,000	21,000	21,000
10-511-5205	POSTAGE	-	300	-		
10-511-5207	TRAVEL & TRAINING	5,434	30,000	30,000	30,000	30,000
10-511-5209	DUES & SUBSCRIPTIONS	9,000	36,950	36,950	26,500	27,000
10-511-5233	ELECTION EXPENSE	100	30,000	21,508	12,000	45,000
10-511-5235	ADVERTISING	2,500	5,000		20,000	20,000
10-511-5236	COMMUNITY SHRED EVENTS		2,000	3,308	2,600	2,700
10-511-5237	EMPLOYEE WELLNESS	5,070	10,000	10,000	8,000	3,400
10-511-5238	COMMISSIONER APPRECIATION		5,000	5,000	5,000	5,000
10-511-5239	RECRUITMENT		4,000		4,000	4,000
10-511-5241	PASSPORT PROCESSING		2,000	2,000	1,000	1,000
10-511-5242	COMMUNICATION CHARGES	23,000	23,000	23,000		
10-511-5246	MEETING CABLECASTING		5,000	5,000	20,000	22,000
10-511-5260	CONTRACTUAL SERVICES	200,000	216,800	197,502	200,000	210,000
10-511-5266	CODIFICATION SERVICE	10,000	10,000	10,000	10,000	10,000
10-511-5267	LOS AL LOOP - NEWSLETTER				60,000	62,000
TOTALS		1,400,534	1,730,850	1,715,469	1,636,520	1,756,471

SUMMARY BY FUNCTION:

10-570-5501.2504	SALARIES & BENEFITS	1,130,430	1,332,800	1,353,201	1,216,420	1,293,371
	MATERIALS, SUPPLIES, & SERVICES	270,104	398,050	362,268	420,100	463,100
TOTALS		1,400,534	1,730,850	1,715,469	1,636,520	1,756,471



City of Los Alamitos
General Fund Expenditure - Finance
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
10-512-5101	SALARIES - FULL-TIME	226,610	469,191	384,191	583,979	643,122
10-512-5103	SALARIES - PART-TIME	75,932	76,000	76,000	-	-
10-512-5118	CAR ALLOWANCE	3,600	3,600	3,278	3,600	3,278
10-512-5119	CELL ALLOWANCE	1,440	1,440	1,128	1,440	1,440
10-512-5120	OVERTIME	2,000	2,500	1,448	2,500	2,500
10-512-5126	SICK CONVERSION		1,500	-	1,500	1,500
10-512-5127	VACATION CONVERSION		4,000	-	4,000	4,000
10-512-5130	MEDICARE	4,538	8,016	5,192	7,294	9,647
10-512-5150	RETIREMENT	97,395	98,583	85,583	124,000	134,473
10-512-5151	PART-TIME RETIREMENT	1,241	2,280	444	-	-
10-512-5161	HEALTH INSURANCE	52,276	63,312	41,946	74,256	74,256
10-512-5162	LIFE INSURANCE	682	682	232	682	682
10-512-5163	DISABILITY INSURANCE	1,166	1,161	194	1,166	1,166
10-512-5201	SUPPLIES	7,500	9,000	9,266	10,000	10,000
10-512-5205	POSTAGE	6,200	8,000			
10-512-5207	TRAVEL & TRAINING	2,500	2,500	1,940	4,000	4,000
10-512-5209	DUES & SUBSCRIPTIONS	3,200	3,200	1,820	4,000	4,000
10-512-5217	INSURANCE ADMIN COST	2,700	3,000	3,570		-
10-512-5218	EAP PROGRAM	300	-	132	-	-
10-512-5220	ORAL BOARD EXPENSE	100	100	-	100	-
10-512-5222	SANITATION DIST USER FEE	9,744	10,000	10,064		-
10-512-5229	TUITION REIMBURSEMENT		2,500		6,000	6,000
10-512-5235	ADVERTISING		500		500	
10-512-5260	CONTRACTUAL SERVICES	332,480	308,400	295,000	140,000	145,030
10-512-5262	ANIMAL CONTROL CONTRACT	80,000				
10-512-5263	AUDIT SERVICES	40,000	55,000	63,000	60,000	62,000
10-512-5280	LEASED EQUIPMENT	14,500	-	-	-	
TOTALS		984,414	1,134,465	984,428	1,029,017	1,107,094
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	466,880	732,265	599,636	804,417	876,064
	MATERIALS, SUPPLIES, & SERVICES	517,534	402,200	384,792	224,600	231,030
10-570-5501.2504						
TOTALS		984,414	1,134,465	984,428	1,029,017	1,107,094



City of Los Alamitos
General Fund Expenditure - City Attorney
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
10-513-5249	PROSECUTION SERVICES	20,000	20,000	20,223	20,000	20,000
10-513-5261	LEGAL SERVICES	156,000	156,000	221,312	156,000	156,000
10-513-5264	LITIGATION	50,000	50,000	40,000	50,000	50,000
TOTALS		226,000	226,000	281,535	226,000	226,000

SUMMARY BY FUNCTION:

SALARIES & BENEFITS	-	-	-	-	-
MATERIALS, SUPPLIES, & SERVICES	226,000	226,000	281,535	226,000	226,000
TOTALS	226,000	226,000	281,535	226,000	226,000



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Police Administration						
10-521-5101	SALARIES - FULLTIME	730,569	798,020	740,242	870,164	894,709
10-521-5103	SALARIES - PART-TIME				28,500	29,070
10-521-5119	CELL ALLOWANCE	1,800	1,500	1,440	1,440	1,440
10-521-5120	OVERTIME	500	500	-	500	500
10-521-5126	SICK CONVERSION	5,000	5,000	7,636	7,636	7,636
10-521-5127	VACATION CONVERSION	4,991	5,000	938	938	938
10-521-5130	MEDICARE	10,619	11,597	10,866	12,317	12,681
10-521-5150	RETIREMENT	407,000	443,631	443,631	423,828	443,658
10-521-5151	PART TIME RETIREMENT				855	872
10-521-5161	HEALTH INSURANCE	63,384	69,684	62,966	81,600	81,600
10-521-5162	LIFE INSURANCE	1,509	1,509	1,509	1,509	1,509
10-521-5163	DISABILITY INSURANCE	1,458	1,451	1,451	1,458	1,458
10-521-5201	SUPPLIES	20,000	20,000	10,810	15,000	15,000
10-521-5205	POSTAGE	100	100	-	100	100
10-521-5206	UNIFORMS	4,000	3,000	-		
10-521-5207	TRAVEL	20,000	10,000	4,774	6,000	7,000
10-521-5208	TRAINING	16,500	10,000	17,570	18,000	18,500
10-521-5209	DUES & SUBSCRIPTIONS	9,800	10,000	24,168	24,200	24,200
10-521-5210	POLICE RECOGNITION		10,000	-	-	-
10-521-5243	TELECOMMUNICATION CHARGES	248	510	-		
10-521-5260	CONTRACTUAL SERVICES	11,200	11,200	36,300	32,000	32,000
10-521-5280	LEASED EQUIPMENT	5,000	5,000	1,422	1,500	1,600
10-521-5281	REAL PROPERTY LEASE	4,500	4,500	9,000	18,000	18,000
10-521-5288	POLICE CAPITAL SRVC CHG	40,000	-	-	-	
Division Total		1,401,988	1,422,202	1,374,723	1,545,545	1,592,471
Patrol						
10-522-5101	SALARIES - FULLTIME	1,700,000	1,551,296	1,551,296	1,775,222	1,828,479
10-522-5103	SALARIES - PART-TIME	100,000	120,000	365,294	142,000	144,840
10-522-5104	HOLIDAY PAY	70,180	65,632	65,632	70,185	71,508
10-522-5105	BILINGUAL PAY	1,014	2,600	1,186	2,600	2,600
10-522-5111	SPECIAL SKILL PAY	3,086	3,324	5,294	6,348	6,475
10-522-5113	SPECIAL ASSIGNMENT PAY	21,688	25,574	16,556	18,522	18,893
10-522-5114	EDUCATIONAL INCENTIVE	62,814	63,057	63,964	71,987	73,427
10-522-5115	FIELD TRAINING PAY	2,500	2,500	2,894	2,900	2,900
10-522-5117	UNIFORM ALLOWANCE	17,000	13,000	4,000	14,000	14,000
10-522-5120	OVERTIME	250,000	200,000	405,562	200,000	200,000
10-522-5126	SICK CONVERSION	7,187	7,200	12,248	12,248	12,248
10-522-5127	VACATION CONVERSION	1,174	1,200	-		
10-522-5130	MEDICARE	28,000	24,940	24,940	26,749	27,278
10-522-5150	RETIREMENT	1,100,000	1,108,440	1,108,440	1,639,021	1,712,154
10-522-5151	PART TIME RETIREMENT	3,000	3,600	10,959	4,260	4,345
10-522-5161	HEALTH INSURANCE	221,000	203,508	203,508	249,168	249,168
10-522-5162	LIFE INSURANCE	2,400	2,492	628	628	628
10-522-5201	SUPPLIES & SAFETY EQUIPMENT	28,733	29,000	10,442	18,500	19,500
10-522-5202	ARSENAL	25,000	20,000	21,300	38,000	39,000
10-522-5206	UNIFORMS	3,851	2,000	7,000	7,000	7,000
10-522-5207	TRAVEL	1,000	10,000	8,122	8,200	8,200
10-522-5208	TRAINING	7,863	10,000	2,512	3,900	4,400
10-522-5243	TELECOMMUNICATION CHARGES	5,196	5,200	68	100	100
10-522-5245	CELL PHONE	7,580	10,030	541	-	-
10-522-5260	CONTRACTUAL SERVICES	5,372	5,400	6,180	6,200	6,200
Division Total		3,789,788	3,489,993	3,901,078	4,317,738	4,453,343



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Investigation						
10-523-5101	SALARIES - FULLTIME	346,944	490,254	326,652	451,781	465,335
10-523-5103	SALARIES - PART-TIME	116	-	42,524	-	-
10-523-5104	HOLIDAY PAY	13,367	20,742	20,742	19,114	19,687
10-523-5111	SPECIAL SKILL PAY	-	-	-	-	-
10-523-5113	SPECIAL ASSIGNMENT PAY	14,208	17,347	14,130	22,589	23,267
10-523-5114	EDUCATIONAL INCENTIVE	5,700	14,971	14,482	11,975	12,197
10-523-5117	UNIFORM ALLOWANCE	3,000	4,000	2,000	4,000	4,000
10-523-5119	CELL ALLOWANCE	-	2,020	-	-	-
10-523-5120	OVERTIME	32,260	30,000	13,436	20,000	20,000
10-523-5126	SICK CONVERSION	911	1,000	3,314	3,314	3,314
10-523-5127	VACATION CONVERSION	-	-	22,574	22,574	22,574
10-523-5130	MEDICARE	5,687	7,936	37,018	7,390	7,608
10-523-5150	RETIREMENT	267,305	319,815	267,305	244,826	258,276
10-523-5151	PART TIME RETIREMENT	3	-	9,800	-	-
10-523-5161	HEALTH INSURANCE	39,026	58,884	30,278	41,028	41,028
10-523-5162	LIFE INSURANCE	575	767	480	767	767
10-523-5201	SUPPLIES	1,858	2,000	1,176	2,000	2,000
10-523-5207	TRAVEL	-	2,000	-	2,000	-
10-523-5208	TRAINING	770	3,000	1,000	5,000	5,000
10-523-5209	DUES & SUBSCRIPTIONS	3,930	8,500	6,862	7,000	7,000
10-523-5245	CELL PHONE	912	920	-	-	-
Division Total		777,532	984,156	813,773	865,358	892,053
Records						
10-524-5101	SALARIES - FULLTIME	176,322	210,465	138,768	209,846	212,053
10-524-5103	SALARIES - PART-TIME	48,958	49,000	105,552	34,000	34,680
10-524-5117	UNIFORM ALLOWANCE	1,810	1,950	1,950	1,950	1,950
10-524-5119	CELL ALLOWANCE	1,080	1,080	1,080	1,080	1,080
10-524-5120	OVERTIME	3,430	3,000	2,936	3,000	3,000
10-524-5126	SICK CONVERSION	1,256	1,200	881	881	881
10-524-5127	VACATION CONVERSION	-	-	-	-	-
10-524-5130	MEDICARE	2,675	3,831	3,592	3,058	3,119
10-524-5150	RETIREMENT	41,869	44,752	51,552	50,451	52,787
10-524-5151	PART-TIME RETIREMENT	1,844	1,470	1,814	1,020	1,040
10-524-5161	HEALTH INSURANCE	40,000	40,056	41,536	52,656	52,656
10-524-5162	LIFE INSURANCE	383	383	106	106	106
10-524-5163	DISABILITY INSURANCE	870	870	162	162	162
10-524-5201	SUPPLIES	6,029	5,000	5,962	6,000	6,000
10-524-5206	UNIFORMS	590	600	-	-	-
10-524-5207	TRAVEL	100	250	-	-	-
10-524-5208	TRAINING	1,341	1,500	1,232	1,500	1,500
10-524-5209	DUES & SUBSCRIPTIONS	86	100	-	-	-
Division Total		346,783	365,507	357,123	365,710	371,014



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Communication Technologies						
10-525-5201	SUPPLIES	-	-	-	-	-
10-525-5240	TELEPHONE	2,886	3,000	5,736	5,736	5,736
10-525-5242	COMMUNICATION CHARGES	1,238	1,300	-	-	-
10-525-5260	CONTRACTUAL SERVICES	22,378	23,000	18,790	18,800	19,000
10-525-5272	WEST-COMM CONTRACTUAL	774,700	843,802	884,151	885,992	930,292
10-525-5291	MAINTENANCE - COMMUNICATIONS	37,000	37,000	41,438	41,500	42,000
10-525-5292	MAINTENANCE - COMPUTERS	4,000	-	-	-	-
Division Total		842,202	908,102	950,115	952,028	997,028
Community Outreach						
10-526-5101	SALARIES - FULLTIME	-	-	-	-	-
10-526-5103	SALARIES - PART-TIME	46,826	50,000	55,364	56,471	57,883
10-526-5117	UNIFORM ALLOWANCE	650	650	-	-	-
10-526-5120	OVERTIME	-	-	-	-	-
10-526-5126	SICK CONVERSION	-	-	-	-	-
10-526-5130	MEDICARE	695	750	964	847	868
10-526-5150	RETIREMENT	-	-	-	-	-
10-526-5151	PART-TIME RETIREMENT	1,877	1,500	2,036	1,694	1,736
10-526-5161	HEALTH INSURANCE	-	-	-	-	-
10-526-5162	LIFE INSURANCE	-	-	-	-	-
10-526-5163	DISABILITY INSURANCE	-	-	-	-	-
10-526-5201	SUPPLIES	12,850	20,000	5,140	5,200	5,200
10-526-5206	UNIFORMS	63	1,000	-	-	-
10-526-5207	TRAVEL	140	200	1,162	1,200	1,200
10-526-5208	TRAINING	5	1,100	30	50	50
10-526-5209	DUES & SUBSCRIPTIONS	100	100	200	200	200
10-526-5245	CELL PHONE	360	360	-	-	-
Division Total		63,566	75,660	64,896	65,662	67,138
Youth Programs						
10-527-5101	SALARIES - FULLTIME	92,068	110,119	117,855	119,010	122,581
10-527-5104	HOLIDAY PAY	4,314	4,659	4,986	4,314	5,086
10-527-5113	SPECIAL ASSIGNMENT PAY	4,676	5,098	5,893	5,098	6,011
10-527-5114	EDUCATIONAL INCENTIVE	1,522	1,800	5,893	1,800	6,011
10-527-5115	FTO PAY	-	1,000	-	-	-
10-527-5117	UNIFORM ALLOWANCE	1,000	1,000	1,000	1,000	1,000
10-527-5120	OVERTIME	1,960	-	1,174	1,200	1,200
10-527-5126	SICK CONVERSION	778	800	-	-	-
10-527-5127	VACATION CONVERSION	-	-	-	-	-
10-527-5130	MEDICARE	1,624	1,661	1,972	1,972	2,011
10-527-5150	RETIREMENT	42,054	54,738	65,508	69,866	73,713
10-527-5161	HEALTH INSURANCE	16,561	16,561	8,400	8,400	8,400
10-527-5162	LIFE INSURANCE	192	192	64	192	192
10-527-5163	DISABILITY INSURANCE	-	-	-	-	-
10-527-5201	SUPPLIES	-	1,000	-	-	-
10-527-5207	TRAVEL	-	1,000	-	-	-
10-527-5208	TRAINING	-	1,000	-	-	-
10-527-5209	DUES & SUBSCRIPTIONS	-	100	-	-	-
10-527-5234	POLICE EXPLORERS PROGRAM	-	-	-	-	-
Division Total		166,749	200,728	212,745	212,852	226,205



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Traffic						
10-528-5101	SALARIES - FULLTIME	11,126	83,870	107,956	107,956	111,194
10-528-5103	SALARIES - PART-TIME	80,236	98,126	98,126	141,689	191,522
10-528-5104	HOLIDAY PAY		4,659	4,523	4,523	4,613
10-528-5113	SPECIAL ASSIGNMENT PAY	974	5,506	5,345	5,345	5,452
10-528-5114	EDUCATIONAL INCENTIVE	974	5,506	5,345	5,345	5,452
10-528-5117	UNIFORM ALLOWANCE		1,000	1,000	1,000	1,000
10-528-5120	OVERTIME		5,000	-	5,000	5,000
10-528-5126	SICK CONVERSION	-	-	-	-	-
10-528-5127	VACATION CONVERSION	-	-	-	-	-
10-528-5130	MEDICARE	1,419	3,310	2,704	3,910	4,694
10-528-5150	RETIREMENT	56,274	56,274	57,408	63,423	66,914
10-528-5151	PART-TIME RETIREMENT	3,056	2,944	3,706	4,251	5,746
10-528-5161	HEALTH INSURANCE	1,775	8,400	8,400	15,828	15,828
10-528-5162	LIFE INSURANCE		128	-	-	-
10-528-5163	DISABILITY INSURANCE			-	-	-
10-528-5201	SUPPLIES	4,664	4,000	1,842	2,000	2,000
10-528-5206	UNIFORMS	2,942	5,000	2,079	2,000	2,000
10-528-5207	TRAVEL		5,000		500	500
10-528-5208	TRAINING		10,000	300	5,000	5,000
10-528-5209	DUES & SUBSCRIPTIONS		100			
10-528-5260	CONTRACTUAL SERVICES	299,638	200,000	300,000	400,000	420,000
10-528-5269	CITATION PROCESSING	7,918		8,730	8800	8,900
Division Total		477,736	498,823	607,464	776,570	855,815
Emergency Preparedness						
10-529-5103	SALARIES - PART-TIME	27,462	28,000	2,382	86,784	88,520
10-529-5130	MEDICARE	398	560	42	1,736	1,770
10-529-5151	PART-TIME RETIREMENT	824	840	30	2,604	2,656
10-529-5201	SUPPLIES	868	1,000	80	11,500	11,500
10-529-5208	TRAINING	75	500	56	1,400	1,400
10-529-5230	CERT		1000	-	1,000	1,000
10-529-5250	INFRASTRUCTURE			-	-	-
10-529-5251	VIP PROGRAM	648	4500	-	4,500	4,500
10-529-XXXX	CITIZENS ACADEMY/NEIGHBORHOOD WATCH				4,000	4,000
10-529-5260	CONTRACTUAL SERVICES	3,625	3,700	7,734	3,700	3,700
Division Total		33,900	40,100	10,324	117,223	119,046
K-9 UNIT						
10-530-5101	SALARIES - FULLTIME		115,555	56,884	119,021	120,223
10-530-5104	HOLIDAY PAY		4,889	4,987	4,987	5,086
10-530-5113	SPECIAL ASSIGNMENT PAY		5,778	5,893	5,951	6,011
10-530-5114	EDUCATIONAL INCENTIVE		5,350	5,893	5,951	6,011
10-530-5117	UNIFORM ALLOWANCE		1,000	1,000	1,000	1,000
10-530-5120	OVERTIME		5,000	9,226	5,000	5,000
10-530-5126	SICK CONVERSION		1,000	4,100	4,100	4,100
10-530-5127	VACATION CONVERSION		2,000	-	-	-
10-530-5130	MEDICARE		1,839	3,678	1,839	2,006
10-530-5150	RETIREMENT		55,495	55,495	69,869	80,883
10-530-5161	HEALTH INSURANCE		17,628	8,400	21,600	21,600
10-530-5162	LIFE INSURANCE		192	192	192	192
10-530-5163	DISABILITY INSURANCE		-	-	-	-
10-530-5201	SUPPLIES		5,000	3,890	4,000	4,000
10-530-5206	UNIFORMS			-	-	-
10-530-5207	TRAVEL		500	4,106	4,200	4,500
10-530-5208	TRAINING		1,000	950	5,000	5,000
10-530-5209	DUES & SUBSCRIPTIONS		500	-	-	-
10-530-5260	CONTRACTUAL SERVICES		1,000	2,000		
Division Total		-	223,726	166,694	252,710	265,612



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
DEPARTMENT TOTALS		7,900,244	8,208,997	8,458,934	9,471,396	9,839,725
SALARIES & BENEFITS		6,268,787	6,616,699	6,835,819	7,595,408	7,883,635
MATERIALS, SUPPLIES, & SERVICES		1,631,457	1,592,298	1,623,115	1,875,988	1,956,090
TOTALS		7,900,244	8,208,997	8,458,934	9,471,396	9,839,725



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
PW Administration						
10-531-5101	SALARIES - FULLTIME	499,410	747,817	744,816	812,600	836,318
10-531-5103	SALARIES - PART TIME	105,000	147,000	147,000	159,100	162,282
10-531-5118	CAR ALLOWANCE	3,600	3,600	3,600	3,600	3,600
10-531-5119	CELL ALLOWANCE	1,522	2,160	2,160	3,240	3,240
10-531-5120	OVERTIME	9,344	4,500	1,000	5,000	5,000
10-531-5126	SICK CONVERSION	2,256	4,200	4,100	3,250	3,250
10-531-5127	VACATION CONVERSION	9,000	10,000	11,352	12,000	12,000
10-531-5130	MEDICARE	9,646	14,163	11,796	13,939	14,330
10-531-5150	RETIREMENT	216,175	263,779	263,779	288,391	300,715
10-531-5151	PART TIME RETIREMENT	2,250	4,410	4,410	4,773	4,868
10-531-5161	HEALTH INSURANCE	78,050	109,554	69,840	112,056	112,056
10-531-5162	LIFE INSURANCE	1,400	1,493	1,429	1,429	1,429
10-531-5163	DISABILITY INSURANCE	2,000	2,177	2,401	2,041	2,041
10-531-5201	SUPPLIES	65,000	53,500	53,500	68,520	70,576
10-531-5205	POSTAGE	4,000	5,000		5,000	5,000
10-531-5207	TRAVEL & TRAINING	12,000	14,000	9,110	10,000	10,000
10-531-5209	DUES & SUBSCRIPTIONS	1,000	1,000	2,888	2,000	2,000
10-531-5229	TUITION REIMBURSEMENT	9,500	7,000		10,700	3,700
10-531-5235	ADVERTISING	15,000	18,000	29,630	30,000	30,000
10-531-5245	CELL PHONE	4,040		72	-	-
10-531-5260	CONTRACTUAL SERVICES	55,656	61,000	56,192	110,000	110,000
Division Total		1,105,849	1,474,353	1,419,075	1,657,639	1,692,405
Planning						
10-532-5101	SALARIES - FULLTIME	86,721	95,719	95,719	99,694	105,780
10-532-5103	SALARIES - PART TIME	-				
10-532-5120	OVERTIME	2,069	1,900	2,072	3,000	3,000
10-532-5126	SICK CONVERSION	494	500		500	500
10-532-5127	VACATION CONVERSION				500	500
10-532-5130	MEDICARE	1,337	1,400	1,368	1,400	1,368
10-532-5150	RETIREMENT	39,726	41,903	41,903	49,842	54,722
10-532-5151	PART TIME RETIREMENT					
10-532-5161	HEALTH INSURANCE	15,528	15,828	15,828	15,828	15,828
10-570-5501.2504	LIFE INSURANCE	128	128	42	42	42
10-532-5163	DISABILITY INSURANCE	292	290	64	64	64
10-532-5201	SUPPLIES	66	-		-	
10-532-5205	POSTAGE	-	2,000	2,711	4,500	4,500
10-532-5207	TRAVEL & TRAINING		1,500		1,500	1,500
10-532-5209	DUES & SUBSCRIPTIONS		450		450	450
10-532-5235	ADVERTISING	5,321	9,000	6,022	9,000	9,000
10-532-5245	CELL ALLOWANCE	248	360	360	360	360
10-532-5260	CONTRACTUAL SERVICES	56,847			15,800	15,800
10-532-5260.1250	GENERAL PLAN					
10-532-5260.1260	ZONING CODE UPDATE					
10-532-5260.1280	AUTOMATION SERVICES	1,458	35,000	35,000	35,000	35,000
10-532-5260.1290	HOUSING ELEMENT	90				
Division Total		210,325	205,978	201,089	237,480	248,414



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Neighborhood Preservation						
10-533-5101	SALARIES - FULLTIME	64,246	73,390	70,082	150,573	153,584
10-533-5103	SALARIES - PART TIME	50,982	90,400	65,030	81,403	83,031
10-533-5120	OVERTIME	2,000	2,200	1,516	4,000	4,000
10-533-5126	SICK CONVERSION	637	700	639	700	700
10-533-5127	VACATION CONVERSION				500	500
10-533-5130	MEDICARE	1,402	2,793	2,016	3,415	3,482
10-532-5150	RETIREMENT	29,324	15,467	19,404	36,241	37,926
10-533-5151	PART-TIME RETIREMENT	1,278	2,712	2,712	2,442	2,491
10-533-5161	HEALTH INSURANCE	15,200	15,462	13,178	24,228	24,228
10-533-5162	LIFE INSURANCE	128	128	128	256	256
10-533-5163	DISABILITY INSURANCE	290	290	290	580	580
10-533-5201	SUPPLIES	3,000	3,000	500	3,000	3,090
10-533-5207	TRAVEL & TRAINING	2,500	2,500	500	6,000	6,000
10-533-5209	DUES & SUBSCRIPTIONS	300	300		500	500
10-533-5245	CELL PHONE	1,356	800	720	-	-
10-533-5260	CONTRACTUAL SERVICES	-	5,000	42,000	180,000	180,000
10-533-5265	COMPLIANCE SERVICES	2,000	2,000		1,000	1,000
Division Total		174,643	217,142	218,715	494,838	501,368
Building Inspection						
10-534-5201	SUPPLIES					
10-534-5260	CONTRACTUAL SERVICES	358,682	384,000	423,000	384,000	384,000
Division Total		358,682	384,000	423,000	384,000	384,000
NPDES						
10-537-5288	NPDES PERMIT	45,000	100,000	50,000	45,000	45,000
10-537-5289	NPDES PLAN CONTRACT	30,000	100,000	125,000	100,000	100,000
Division Total		75,000	200,000	175,000	145,000	145,000
Street Maintenance						
10-542-5101	SALARIES - FULLTIME	200,000	446,034	446,034	655,286	677,007
10-542-5109	ON CALL PAY	4,620	10,000	12,582	31,700	31,700
10-542-5117	UNIFORM ALLOWANCE	1,810	10,000	6,222	6,500	6,500
10-542-5120	OVERTIME	3,420	15,000	30,608	35,000	35,000
10-542-5126	SICK CONVERSION	902	2,000	1,885	2,000	2,000
10-542-5127	VACATION CONVERSION	630	1,500	227	750	750
10-542-5130	MEDICARE	3,308	6,496	8,700	10,072	10,387
10-542-5150	RETIREMENT	48,000	112,306	112,306	136,747	158,548
10-542-5161	HEALTH INSURANCE	41,532	108,168	108,168	132,684	132,684
10-542-5162	LIFE INSURANCE	384	895	1,278	1,278	1,278
10-542-5163	DISABILITY INSURANCE	870	2,030	2,916	2,916	2,916
10-542-5201	SUPPLIES	20,388	20,000	30,000	80,680	80,680
10-542-5206	UNIFORMS	1,874	12,000	20,000	24,500	24,500
10-542-5207	TRAVEL & TRAINING	2,788	8,500	8,500	14,000	14,000
10-542-5245	CELL PHONE	3,208				
10-542-5252	ELECTRICITY-ST LIGHTS	275,000	275,000	190,000	195,000	200,000
10-542-5255	NATURAL GAS	-	-		-	
10-542-5256	WATER	54,666	70,000	70,000	60,000	60,000
10-542-5260	CONTRACTUAL SERVICES	375,000	361,000	511,000	552,000	552,000
10-542-5294	MAINTENANCE - TRAFFIC SIGNALS	174,640	75,000	84,960	90,000	90,000
10-542-5295	MAINTENANCE - STREETS	113,864	195,000	110,000	75,000	75,000
Division Total		1,326,904	1,730,929	1,755,386	2,106,113	2,154,950



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Park Maintenance						
10-543-5101	SALARIES - FULLTIME	331,024				
10-543-5103	SALARIES - PART-TIME	7,340				
10-543-5109	ON CALL PAY	9,225				
10-543-5112	SPECIAL CERT PAY	-				
10-543-5117	UNIFORM ALLOWANCE	5,722				
10-543-5120	OVERTIME	4,000				
10-543-5126	SICK CONVERSION	114				
10-543-5127	VACATION CONVERSION	1,576				
10-543-5130	MEDICARE	3,493				
10-543-5150	RETIREMENT	85,059				
10-543-5151	PART TIME RETIREMENT	312				
10-543-5161	HEALTH INSURANCE	50,445				
10-543-5162	LIFE INSURANCE	639				
10-543-5163	DISABILITY INSURANCE	1,458				
10-543-5201	SUPPLIES	15,000	20,000	20,000	52,080	52,080
10-543-5250	ELECTRICITY-BUILDINGS	248	6,600	6,600	10,000	10,000
10-543-5251	ELECTRICITY - PARKS	2,042	4,000	3,000	3,000	3,000
10-543-5254	ELECTRICITY-McAULIFFE	4,272	4,400	3,200	-	-
10-543-5256	WATER	66,044	80,000	80,000	80,000	80,000
10-543-5257	WATER - McAULIFFE PARK	39,688	-		-	
10-543-5260	CONTRACTUAL SERVICES	130,000	36,500	36,500	48,600	48,600
10-543-5271	TREE TRIMMING	35,000	25,000	25,000	25,000	25,000
10-543-5281	REAL PROPERTY LEASE	3,218	3,300	4,500	4,500	4,500
10-543-5298	MAINT - FIELDS/FENCING/FACIL					
10-543-5299	MAINTENANCE-OTHER	55,000	72,500	62,500	89,700	89,700
	Division Total	850,919	252,300	241,300	312,880	312,880
Facility Maintenance						
10-544-5101	SALARIES - FULLTIME	53,788			123,613	127,322
10-544-5103	SALARIES - PART-TIME	-				
10-544-5109	ON CALL PAY	2,514			5,760	5,760
10-544-5117	UNIFORM ALLOWANCE	650			1,900	1,900
10-544-5120	OVERTIME	5,124			4,000	4,000
10-544-5126	SICK CONVERSION				500	500
10-544-5127	VACATION CONVERSION				500	500
10-544-5130	MEDICARE	838			1,792	1,846
10-544-5150	RETIREMENT	13,000			22,698	28,844
10-544-5151	PART-TIME RETIREMENT	-				
10-544-5161	HEALTH INSURANCE	11,964			30,000	30,000
10-544-5162	LIFE INSURANCE	128			256	256
10-544-5163	DISABILITY INSURANCE	290			584	584
10-544-5201	SUPPLIES	100,000	40,000	55,000	112,560	112,560
10-544-5206	UNIFORMS		-		-	
10-544-5250	ELECTRICITY - BUILDINGS	150,000	150,000	117,602	120,000	125,000
10-544-5253	ELECTRICITY-PUMP STATION	1,400	1,400	492	500	500
10-544-5255	NATURAL GAS	1,500	3,400	3,338	3,400	3,400
10-544-5256	WATER	12,000	11,000	15,052	15,500	16,000
10-544-5260	CONTRACTUAL SERVICES	75,000	105,000	437,472	136,730	136,730
10-544-5293	MAINTENANCE-BUILDINGS	450,000	200,000	354,694	258,550	258,550
	Division Total	878,196	510,800	983,650	838,843	854,252



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Economic Development						
10-545-5101	SALARIES - FULLTIME	20,670	93,383	87,672	349,944	360,442
10-545-5103	SALARIES - PART TIME		2,400	1,826	44,500	45,390
10-545-5126	SICK CONVERSION				1,000	1,000
10-545-5127	VACATION CONVERSION				10,000	10,000
10-545-5130	MEDICARE	248	1,359	2,540	5,641	6,058
10-545-5150	RETIREMENT	12,806	19,552	27,532	110,724	120,084
10-545-5151	PART-TIME RETIREMENT	-	72	64	1,335	1,362
10-545-5161	HEALTH INSURANCE	2,423	15,828	20,184	45,828	45,828
10-545-5201	SUPPLIES		102,000	102,000	242,000	242,000
10-545-5207	TRAVEL & TRAINING	1,800	1,500	25	3,000	3,000
10-545-5209	DUES & SUBSCRIPTIONS	50	500	60	100	100
10-545-5245	CELL PHONE	360	360	-	720	720
10-545-5260	CONTRACTUAL SERVICES	75,000	75,000	85,312	10,000	10,000
	Division Total	113,357	311,954	327,215	824,792	845,984
City Engineer						
10-548-5260	CONTRACTUAL SERVICES	200,000	278,000	416,000	320,000	320,000
10-548-5261	TRAFFIC ENGINEERING	22,000	30,000	30,000	30,000	30,000
10-548-5268	PLAN CHECK	100,000	100,000	100,000	85,000	85,000
	Division Total	322,000	408,000	546,000	435,000	435,000
DEPARTMENT TOTALS		5,415,875	5,695,456	6,290,430	7,436,584	7,574,253
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	2,099,474	2,417,988	2,366,556	3,450,669	3,579,681
	MATERIALS, SUPPLIES, & SERVICES	3,316,401	3,277,468	3,923,874	3,985,915	3,994,572
	TOTALS	5,415,875	5,695,456	6,290,430	7,436,584	7,574,253



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Recreation Administration						
10-551-5101	SALARIES - FULLTIME	660,264	1,072,342	1,072,342	1,216,567	1,251,589
10-551-5103	SALARIES - PART-TIME	129,883	149,275	149,275	152,672	160,306
10-551-5105	BILINGUAL PAY	600	600	592	600	600
10-551-5118	CAR ALLOWANCE	3,600	3,600	3,278	3,600	3,600
10-551-5119	CELL ALLOWANCE	2,880	2,700	3,960	3,960	3,960
10-551-5120	OVERTIME	7,000	7,000	7,314	10,000	10,000
10-551-5126	SICK CONVERSION	3,000	3,000	4,142	4,500	4,500
10-551-5127	VACATION CONVERSION	9,605	9,000	11,157	11,200	11,200
10-551-5130	MEDICARE	9,239	17,903	17,903	19,333	19,955
10-551-5150	RETIREMENT	235,246	314,322	314,322	370,852	386,847
10-551-5151	PART TIME RETIREMENT	4,280	4,478	4,478	4,580	4,809
10-551-5161	HEALTH INSURANCE	93,828	123,498	123,498	137,256	137,256
10-551-5162	LIFE INSURANCE	1,102	1,613	748	1,805	1,805
10-551-5163	DISABILITY INSURANCE	2,187	3,188	3,188	3,772	3,772
10-551-5201	SUPPLIES	13,710	15,100	15,100	15,100	15,100
10-551-5205	POSTAGE	12,050	12,050	12,050	12,350	12,450
10-551-5207	TRAVEL & TRAINING	20,400	27,700	6,526	27,510	32,300
10-551-5209	DUES & SUBSCRIPTIONS	14,248	14,248	14,248	16,754	16,754
10-551-5237	RECREATION BROCHURE	35,992	35,992	35,992	45,218	45,218
10-551-5260	CONTRACTUAL SERVICES	45,000	60,600	60,600	9,100	9,100
10-551-5290	MAINTENANCE-OFFICE EQUIP	5,850	5,850	5,850	5,850	5,850
Division Total		1,309,964	1,884,059	1,866,563	2,072,579	2,136,971
Aquatics						
10-552-5103	SALARIES - PART-TIME	44,382	86,657	121,643	127,874	134,267
10-552-5130	MEDICARE	888	1,733	1,825	1,918	2,014
10-552-5151	PART-TIME RETIREMENT	1,775	2,600	3,649	3,836	4,028
10-552-5201	SUPPLIES	6,000	10,000	10,000	10,000	10,000
10-552-5259	POOL RENT	5,000	60,000	62,500	62,500	62,500
Division Total		58,045	160,990	199,617	206,128	212,809
Community Services						
10-553-5103	SALARIES - PART-TIME	73,137	62,379	62,379	87,683	92,067
10-553-5130	MEDICARE	1,463	1,248	1,248	1,754	1,841
10-553-5151	PART-TIME RETIREMENT	2,194	1,871	1,871	2,630	2,762
10-553-5201	SUPPLIES	1,000	4,400	6,200	5,200	5,200
10-553-5326	FAC RENT - COMM CENTER	3,000	3,000	3,000	3,000	3,000
Division Total		85,544	72,898	74,698	100,267	104,870
Day Camp						
10-554-5103	SALARIES - PART-TIME	91,686	96,857	132,220	141,018	129,548
10-554-5130	MEDICARE	1,834	1,937	1,937	2,115	1,943
10-554-5151	PART-TIME RETIREMENT	2,750	2,906	2,906	4,231	3,886
10-554-5201	SUPPLIES	10,200	10,700	20,750	20,750	20,750
10-554-5317	DAY CAMPS		28,000	66,000	66,000	66,000
Division Total		106,470	140,400	223,813	234,114	222,128



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
Playgrounds						
10-555-5103	SALARIES - PART-TIME	23,040	20,359	20,710	21,678	22,762
10-555-5130	MEDICARE	461	407	302	434	455
10-555-5151	PART-TIME RETIREMENT	691	611	780	650	683
10-555-5201	SUPPLIES	3,470	3,470	3,470	4,250	4,250
10-555-5260	CONTRACTUAL SERVICES	6,000	6,000	6,000	6,000	6,000
Division Total		33,662	30,847	31,262	33,012	34,150
Sports						
10-556-5103	SALARIES - PART-TIME (INCL LAYB)	102,892	145,282	99,074	327,078	327,078
10-556-5130	MEDICARE	2,058	2,906	1,981	6,542	6,542
10-556-5151	PART TIME RETIREMENT	3,087	4,358	2,972	9,812	9,812
10-556-5201	SUPPLIES	8,000	8,000	10,400	10,000	10,000
10-556-5298	MAINTENANCE-FIELDS/FACILITIES	3,000	3,000	24,000	5,000	5,000
10-556-5305	BASKETBALL - ADULT	550	1,200	700	1,200	1,200
10-556-5306	BASKETBALL - YOUTH	57,000	12,000	4,000	4,600	4,600
10-556-5330	FIELD FEES - LAUREL	1,440	2,940	1,584	3,000	3,000
10-556-5331	FIELD FEES - MCAULIFFE	425	3,000	475	3,000	3,000
10-556-5332	FIELD FEES - OAK	225	3,000		3,000	3,000
10-556-5336	FOOTBALL	700	900	600	600	600
10-556-5358	LAYB				135,000	140,000
10-556-5359	SOCCER - ADULT	32,000	32,000	23,000	31,500	32,000
10-556-5360	SOCCER - YOUTH	650	750	900	900	900
10-556-5368	T-BALL	400	1,100	1,000	1,000	1,000
10-556-5371	TRACK & FIELD	2,750	2,750	3,250	3,250	3,250
10-556-5372	VOLLEYBALL	5,200	6,500	6,000	8,500	8,500
Division Total		220,979	229,686	179,937	553,982	559,482
Special Classes						
10-557-5103	SALARIES - PART-TIME (INCL ADAPTIVE)	170,859	184,557	185,377	243,635	255,817
10-557-5130	MEDICARE	3,417	3,691	3,708	4,873	5,116
10-557-5151	PART-TIME RETIREMENT	6,834	5,537	5,561	7,309	7,675
10-557-5201	SUPPLIES	3,000	3,000	3,000	3,000	3,000
10-557-5301	ARTS & CRAFTS	3,250	4,000	3,000	4,000	4,000
10-557-5313	DANCE	13,000	17,000	13,500	15,000	15,000
10-557-5319	EDUCATION	1,000	1,300	1,400	1,400	1,400
10-557-5323	EXERCISE/FITNESS	8,000	10,000	9,000	10,000	10,000
10-557-5352	PRESCHOOL	6,000	7,000	7,500	7,500	8,000
10-557-5364	SPECIAL INTEREST	18,500	64,500	50,000	60,000	60,000
10-557-5369	TENNIS CONTRACT	27,500	27,500	18,000	25,000	25,000
10-557-5370	TODDLER CLASSES	4,000	4,500	4,000	4,500	4,000
10-557-5373	VOLUNTEER PROGRAM	1,000	1,500	1,500	1,500	1,500
10-557-5388	SPECIAL INTEREST - CAMPS	15,500	18,500	18,500	18,500	18,500
10-557-5389	SENIOR PROGRAMS				50,000	50,000
Division Total		281,861	352,585	324,046	456,217	469,008
Special Events						
10-558-5103	SALARIES - PART-TIME	67,246	53,696	54,131	66,829	70,171
10-558-5130	MEDICARE	1,345	1,074	1,083	1,337	1,403
10-558-5151	PART-TIME RETIREMENT	2,690	1,611	1,624	2,005	2,105
10-558-5201	SUPPLIES	253,072	297,480	263,620	283,120	283,120



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
10-558-5353	RACE ON THE BASE	54,000	54,500	30,000	30,000	30,000
10-558-XXXX	EV TRANSPORTATION GRANT				296,000	296,000
Division Total		378,353	408,361	350,458	679,290	682,800
DEPARTMENT TOTALS		2,474,876	3,279,826	3,250,393	4,335,590	4,422,217
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	1,767,442	2,394,796	2,423,178	3,005,938	3,082,175
	MATERIALS, SUPPLIES, & SERVICES	707,434	885,030	827,215	1,329,652	1,340,042
TOTALS		2,474,876	3,279,826	3,250,393	4,335,590	4,422,217



City of Los Alamitos
General Fund Expenditure - Non-departmental
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
10-518-5260	CONTRACTUAL SERVICES	174,737	45,000	117,909	152,159	158,050
10-560-5219	PRE-EMPLOYMENT EXPENSE	30,000	30,000	27,276	30,000	30,000
10-560-5219.1851	NON-EMPLOYEE LIVE SCAN	300	500	500	500	500
10-560-5261	CONTRIBUTION TO HOMELESS SHELTER - NORTH SPA	78,179	45,000	45,000	46,000	47,000
10-560-5285	CREDIT CARD FEES	35,000	40,000	68,000	-	-
10-560-5486	VEHICLE CAPITAL REPLACEMENT	70,000				
10-562-5161	HEALTH INSURANCE-RETIREES	298,000	300,000	303,000	304,000	305,000
10-560-5290	ADDITIONAL UAL FUNDING FOR TRUST	300,000	600,000	600,000	600,000	600,000
10-560-7190	WHSE CAP LEASE INTEREST		71,988	96,554	8,938	13,938
10-560-7191	WHSE CAP PRINCIPAL		72,012	71,446	135,602	165,602
10-570-5501.1703	BSCC LOCAL ASSISTANCE	5,000	5,000			
10-570-5501.2301	STERN PARK PROJECT (Y) (C/O)	950,000				
10-570-5501.2303	PHASE II RESIDENTIAL STREET IMPROV (Y)	100,000				
10-570-5501.2400	LABOURDETTE PARK PROJECT (C/O)			1,080	1,000,000	
10-570-5501.2401	COMMUNITY CTR ROOF REPL			44,844		
10-570-5501.2404	LAUREL PARK TENNIS CT			27,011		
10-570-5501.2408	DEMO LATV/PW BLDG			45,329		
10-570-5501.2412	OUTDOOR AWNING & LIGHTING			66,668		
10-570-5501.2417	CIVIC CTR MASTER PLAN			87,905		
10-570-5501.2419	PINE STREET DESIGN (C/O)			25,818	175,000	
10-570-5501.2502	PMP UPGRADE (EVERY TWO YEARS) (C/O)				35,000	
10-570-5501.2503	BRIDGE ASSESSMENTS (C/O)				15,000	
10-570-5501.2504	SOROPTOMIST PARK PLAY STRUCTURE (PROP 68 GRANT \$185,000; GF \$55,000)(C/O)			15,752	240,000	
10-570-5501.2506	SIGNAGE REPLACEMENT - PHASE I (C/O)				150,000	
10-570-5501.2507	ATP PROJECT BLOOMFIELD (M STEEL \$582,410; GF \$175,000) (C/O)				757,410	
DEPARTMENT TOTALS		2,064,157	1,209,500	1,644,092	1,277,199	1,320,090
SUMMARY BY FUNCTION:						
SALARIES & BENEFITS		-	-	-	-	-
MATERIALS, SUPPLIES, & SERVICES		2,064,157	1,209,500	1,644,092	1,277,199	1,320,090
TOTALS		2,064,157	1,209,500	1,644,092	1,277,199	1,320,090

Carryover (C/O) projects are multi-year, will be funded from reserves, and have not been included in FY25-26.



City of Los Alamitos
General Fund Expenditure - Transfers Out
For Fiscal Year 2025-26, 2026-27

Account	Description	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
10-563-6031	TRANSFERS OUT - DEBT SERVICE (31)	211,500	205,000	205,000	210,000	210,000
10-563-6025	TRANSFERS OUT - BUILDING (25)	150,000	-	-	-	-
10-563-6050	TRANSFERS OUT - GARAGE FUND (50)	-	500,000	700,000	850,000	750,000
10-563-6052	TRANSFERS OUT - FACILITY CAPITAL (52)	100,000	-	675,000	650,000	650,000
10-563-6053	TRANSFERS OUT - TECHNOLOGY REPLAC. (53)	190,000	-	-	600,000	200,000
10-563-6054	TRANSFERS OUT - SELF INSURANCE (54)	560,000	700,000	700,000	850,000	850,000
TRANSFER OUT TOTALS		1,211,500	1,405,000	2,280,000	3,160,000	2,660,000



City of Los Alamitos
Special Revenue Fund - CDBG Fund
For Fiscal Year 2025-26, 2026-27

	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
BEGINNING FUND BALANCE	(114,182)	(114,182)	(114,182)	58,886	109,286
CDBG GRANT	357,396	350,000	350,000	350,000	350,000
INVESTMENT EARNINGS	463			400	400
TOTAL REVENUES	357,859	350,000	350,000	350,400	350,400
ROUND #1 HOWARD ST FROM NOEL TO LEXINGTON	-	-	-	-	-
ROUND #2 BLOOMFIELD FROM FARQUHAR TO KATELLA	-	-	-	-	-
STERN PARK PROJECT	357,859	-	86,528	-	-
LABOURDETTE PARK PROJECT (C/O)			90,404	300,000	
HOWARD (REAGAN TO BLOOMFIELD) MAPLE (GREEN TO FARQUHAR)		350,000			
TOTAL EXPENDITURES	357,859	350,000	176,932	300,000	-
NET CHANGE TO FUND BALANCE	-	-	173,068	50,400	350,400
ENDING FUND BALANCE	(114,182)	(114,182)	58,886	109,286	459,686



City of Los Alamitos
Special Revenue Fund - Gas Tax
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	56,489	353,915	353,915	353,915	361,581
20-4899	MISC REVENUE					
20-4306	GAS TAX - 2106	53,076	52,305	52,305	52,631	53,000
20-4307	GAS TAX - 2107	93,762	102,907	102,907	102,965	103,000
20-4308	GAS TAX - 2107.5	3,000	3,000	3,000	3,000	3,000
20-4309	GAS TAX - 2105	78,061	75,300	75,300	75,463	75,000
20-4322	GAS TAX - 2103	129,207	107,705	107,705	110,554	111,000
20-4328	SB1 LOAN REPAYMENT	-				
20-4329	ROAD MAINT REHAB ACCT SB-1	294,072	310,410	310,410	301,653	302,000
20-4620	INVESTMENT EARNINGS	6,975	1,400	1,400	1,400	1,400
	TOTAL REVENUES	658,153	653,027	653,027	647,666	648,400
20-570-5501.1003	STREET MARKINGS/STRIPING	5,452		2,266		
20-570-5501.1004	RESIDENTIAL STREET IMPROVEMENT - SLURRY SEAL	1,800	660,000	660,000		
20-570-5501.2103	STORM DRAIN MANAGEMENT PLAN (GAS TAX)	1,156				
20-570-5501.2305	BLOOMFIELD ST IMPROVEMENT PROJECT (C/O)	232,319				
20-570-5501.2501	WALNUT (KATELLA TO SAUSALITO, OAK (KATELLA TO SAUSALITO) - SB1		310,410	310,410		
20-570-5501.2502	WALNUT (KATELLA TO SAUSALITO, OAK (KATELLA TO SAUSALITO)		341,217	341,217		
20-570-5501.XXXX	STREET SLURRY PROJECT (SB-1)				300,000	
20-570-5501.XXXX	STREET SLURRY PROJECT (GAS TAX)				190,000	
20-563-6010	TRANSFERS OUT - GENERAL FUND	120,000	120,000	120,000	150,000	300,000
	TOTAL EXPENDITURES	360,727	1,431,627	1,433,893	640,000	300,000
	NET CHANGE TO FUND BALANCE	297,426	(778,600)	(780,866)	7,666	348,400
	ENDING FUND BALANCE	353,915	(424,685)	(426,951)	361,581	709,981



City of Los Alamitos
Special Revenue Fund - Public Safety Augmentation
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	3,742	51,196	51,196	88,231	89,444
21-4110	SPL. SALES TAX AUGMENTATION (PROP 172)	152,002	141,885	140,000	140,096	141,000
21-4620	INVESTMENT EARNINGS	452	150	150	400	400
	TOTAL REVENUES	152,454	142,035	140,150	140,496	141,400
21-563-6010	TRANSFERS OUT - GENERAL FUND	105,000	105,000	137,244	139,283	170,000
	TOTAL EXPENDITURES	105,000	105,000	137,244	139,283	170,000
	NET CHANGE TO FUND BALANCE	47,454	37,035	2,906	1,213	(28,600)
	ENDING FUND BALANCE	51,196	88,231	54,102	89,444	60,844



City of Los Alamitos
Special Revenue - Supplemental Law Enforcement
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	269,263	324,122	324,122	295,722	277,322
22-4340	SLESF ALLOCATION	186,159	170,000	185,000	180,000	175,000
22-4620	INVESTMENT EARNINGS	8,700	1,600	1,600	1,600	1,600
	TOTAL REVENUES	194,859	171,600	186,600	181,600	176,600
22-563-6010	TRANSFERS OUT - GENERAL FUND	140,000	200,000	200,000	200,000	350,000
	TOTAL EXPENDITURES	140,000	200,000	200,000	200,000	350,000
	NET CHANGE TO FUND BALANCE	54,859	(28,400)	(13,400)	(18,400)	(173,400)
	ENDING FUND BALANCE	324,122	295,722	310,722	277,322	103,922



City of Los Alamitos
Special Revenue - AQMD (AB2766)
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	166,956	187,518	187,518	203,218	218,718
23-4319	AB 2766 REVENUES	16,194	15,000	16,000	14,000	16,000
23-4620	INVESTMENT EARNINGS	4,368	700	700	1,500	1,500
23-546-5440	SALE OF PROPERTY	-				
	TOTAL REVENUES	20,562	15,700	16,700	15,500	17,500
	Charging stations					
	TOTAL EXPENDITURES	-	-	-	-	-
	NET CHANGE TO FUND BALANCE	20,562	15,700	16,700	15,500	17,500
	ENDING FUND BALANCE	187,518	203,218	204,218	218,718	236,218



City of Los Alamitos
Special Revenue - Street & Alley Improvements
For Fiscal Year 2025-26, 2026-27

	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
BEGINNING FUND BALANCE	6,942	7,131	7,181	7,181	7,331
24-4620 INVESTMENT EARNINGS	189	50	50	150	150
TOTAL REVENUES	189	50	50	150	150
TOTAL EXPENDITURES	-	-	-	-	-
NET CHANGE TO FUND BALANCE	189	50	50	150	150
ENDING FUND BALANCE	7,131	7,181	7,231	7,331	7,481



City of Los Alamitos
Special Revenue - Building Improvement Fund
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	324,501	396,724	396,724	398,524	405,524
25-4620	INVESTMENT EARNINGS	8,953	1,800	1,800	7,000	7,000
25-4910	TRANSFERS IN - GENERAL FUND	150,000	-	-	-	-
	TOTAL REVENUES	158,953	1,800	1,800	7,000	7,000
25-570-5503.2306	COMMUNITY CTR DIVIDER PROJECT (C/O)	86,730				
25-570-5501.XXXX	PD HVAC PROJECT					250,000
	TOTAL EXPENDITURES	86,730	-	-	-	-
	NET CHANGE TO FUND BALANCE	72,223	1,800	1,800	7,000	7,000
	ENDING FUND BALANCE	396,724	398,524	398,524	405,524	412,524



City of Los Alamitos
Special Revenue - Measure M
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	545,247	845,968	845,968	926,997	588,500
26-4311	MEASURE M TURNBACK			40,000		
26-4899	MISC REVENUE					
26-4311.0002	MEASURE M2	357,601	321,029	321,029	351,503	352,000
26-4620	INVESTMENT EARNINGS	10,472	5,000	10,000	10,000	10,000
	TOTAL REVENUES	368,073	326,029	371,029	361,503	362,000
26-570-5501.1003	STREET MARKINGS/STRIPING	5,452	125,000	125,000		
26-570-5501.1008	PAVEMENT MGMT PROJECT	87				
26-570-5501.2103	ARTERIAL AND RESIDENTIAL TREE TRIMMING	7,716	115,000	115,000		
26-570-5501.2104	STREET SIGNS AT INTERSECTIONS (ARTERIAL OVERHEAD)	46,638				
26-570-5501.2402	KATELLA AVENUE DESIGN (C/O)		300,000		300,000	
26-570-5501.2401	CONCRETE/ADA RAMP PROJECT	150				
26-570-5501.2402	KATELLA AVENUE STREET PROJECT	7,309				
26-570-5501.2403	SIGNAL LIGHT REPLACEMENT PROJECT (LED)		50,000	50,000		
26-570-5501-2501	ADA CURB RAMPS (C/O)		25,000		25,000	
26-570-5501.2502	ADA SIDEWALKS (C/O)		25,000		25,000	
26-570-5501.XXXX	STREET SLURRY PROJECT				55,000	
26-570-5501.XXXX	ADA SIDEWALKS				25,000	
26-570-5501.XXXX	ADA CURBS				25,000	
26-570-5501.XXXX	STREET STRIPING				150,000	
26-570-5501.XXXX	GRID TREE TRIMMING				95,000	
	TOTAL EXPENDITURES	67,352	640,000	290,000	700,000	-
	NET CHANGE TO FUND BALANCE	300,721	(313,971)	81,029	(338,497)	362,000
	ENDING FUND BALANCE	845,968	531,997	926,997	588,500	950,500



City of Los Alamitos
Special Revenue - Asset Seizure
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	28,589	47,612	47,612	47,662	47,962
27-4325	MISC. POLICE REIMBURSEMENT	11,257				
27-4335	FEDERAL ASSET FORFEITURES					
27-4620	INVESTMENT EARNINGS	7,766	50	50	300	300
	TOTAL REVENUES	19,023	50	50	300	300
27-2320	ASSET FORFEITURE		-	-	-	-
	TOTAL EXPENDITURES	-	-	-	-	-
	NET CHANGE TO FUND BALANCE	19,023	50	50	300	300
	ENDING FUND BALANCE	47,612	47,662	47,662	47,962	48,262



City of Los Alamitos
Special Revenue - Los Alamitos TV
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	61,257	57,232	57,232	57,232	57,232
28-4220	CHARTER (TW) PEG FEES	14,623	14,000	12,000	13,000	12,500
28-4222	FRONTIER PEG FEES	2,398	4,000	2,000	2,000	1,500
28-4461	EVENT FILMING REIMBURSEMENT	5,180	-	-	-	-
28-4620	INVESTMENT EARNINGS	1,464	250	1,000	800	800
	TOTAL REVENUES	23,665	18,250	15,000	15,800	14,800
28-518-5246	MEETING CABLECASTING	19,690	21,500	19,000	19,000	19,000
28-518-5260	CONTRACTUAL SERVICES	8,000	8,000	8,000	8,000	8,000
28-518-5273	EVENT FILMING		6,000			
	TOTAL EXPENDITURES	27,690	35,500	27,000	27,000	27,000
	NET CHANGE TO FUND BALANCE	(4,025)	(17,250)	(12,000)	(11,200)	(12,200)
	ENDING FUND BALANCE	57,232	39,982	45,232	46,032	45,032



City of Los Alamitos
Special Revenue - Office of Traffic Safety
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	106,493	127,841	140,341	140,341	52,841
29-4465	VEHICLE IMPOUND FEES	23,458	12,000	12,000	12,000	12,000
29-4620	INVESTMENT EARNINGS	2,890	500	500	500	500
	TOTAL REVENUES	26,348	12,500	12,500	12,500	12,500
29-563-6010	TRANSFERS OUT - GENERAL FUND	5,000	-	-	100,000	60,000
	TOTAL EXPENDITURES	5,000	-	-	100,000	60,000
	NET CHANGE TO FUND BALANCE	21,348	12,500	12,500	(87,500)	(47,500)
	ENDING FUND BALANCE	127,841	140,341	152,841	52,841	5,341



City of Los Alamitos
Special Revenue - Debt Service
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	7,239	12,567	12,567	12,567	12,567
31-4620	INVESTMENT EARNINGS	1,346				
31-4910	TRANSFERS IN - GENERAL FUND	211,500	205,000	205,000	210,000	210,000
	TOTAL REVENUES	212,846	205,000	205,000	210,000	210,000
31-560-7194	FISCAL AGENT FEE		1,325	1,325	1,325	1,325
31-560-7195	BOND INTEREST	122,518	121,194	121,194	116,819	112,194
31-560-7196	BOND PRINCIPAL	85,000	85,000	90,000	95,000	100,000
	TOTAL EXPENDITURES	207,518	207,519	212,519	213,144	213,519
	NET CHANGE TO FUND BALANCE	5,328	(2,519)	(7,519)	(3,144)	(3,519)
	ENDING FUND BALANCE	12,567	10,048	5,048	9,423	9,048



City of Los Alamitos
Special Revenue - Park Development
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	746,451	765,178	765,178	769,178	794,178
40-4620	INVESTMENT EARNINGS	18,727	4,000	4,000	25,000	25,000
40-4267	PARK IMPACT FEES	-				3,333,905
40-4380	CALRECYCLE GRANT					
40-4381	CAL RECYCLE SB1383 GRANT					
	TOTAL REVENUES	18,727	4,000	4,000	25,000	3,358,905
40-563-6010	TRANSFERS OUT - GENERAL FUND	-	-	-	-	-
	TOTAL EXPENDITURES	-	-	-	-	-
	NET CHANGE TO FUND BALANCE	18,727	4,000	4,000	25,000	3,358,905
	ENDING FUND BALANCE	765,178	769,178	769,178	794,178	4,153,083



City of Los Alamitos
Special Revenue - Traffic Improvement
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	99,844	105,695	109,195	112,695	117,695
44-4270	TRAFFIC MITIGATION FEES		1,500	1,500	1,500	1,500
44-4620	INVESTMENT EARNINGS	5,933	2,000	2,000	3,500	3,500
44-4899	MISCELLANEOUS REVENUE	-				
	TOTAL REVENUES	5,933	3,500	3,500	5,000	5,000
44-570-5501.1719	BRIGGEMAN STREET WIDENING	82	-	-	-	-
	TOTAL EXPENDITURES	82	-	-	-	-
	NET CHANGE TO FUND BALANCE	5,851	3,500	3,500	5,000	5,000
	ENDING FUND BALANCE	105,695	109,195	112,695	117,695	122,695



City of Los Alamitos
Special Revenue - Vehicle & Equipment Replacement
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	363,818	(65,982)	(130,093)	(47,007)	46,662
50-4470	GARAGE INTERNAL SERVICE CHARGE	246,750				
50-4910	TRANSFERS IN GEN FUND	-	500,000	700,000	850,000	750,000
50-4480	VEHICLE CAPITL REPLCMNT CHARGE	70,000	-	-	-	
50-4481	POLICE CAPITAL REPL CHG					
50-4830	SALE OF PROPERTY	16,760	15,000	15,000	15,000	15,000
	TOTAL REVENUES	333,510	515,000	715,000	865,000	765,000
50-546-5201	SUPPLIES	2,500	2,500	15,000	-	-
50-546-5225	AUTO PARTS - POLICE	50,000	50,000	70,000	14,300	55,000
50-546-5226	AUTO PARTS-RECREATION	1,000	1,000	1,000	4,400	4,400
50-546-5227	AUTO PARTS-PW	1,500	1,500	2,000	67,100	11,000
50-546-5228	AUTO PARTS-OTHER	-	-	-	1,000	1,000
50-546-5258	GASOLINE	115,000	120,000	120,000	140,000	140,000
50-546-5275	OUTSIDE SERVICES-PD	62,000	45,000	30,000	55,000	55,000
50-546-5276	OUTSIDE SERVICES-REC	10,000	5,000	2,000	6,600	6,600
50-546-5277	OUTSIDE SERVICES-PW	15,500	15,000	46,000	26,400	26,400
50-546-5278	OUTSIDE SERVICES-OTHER VEHICLE	1,100	-	-	1,000	1,000
50-546-5285	DEPRECIATION EXPENSE	180,000	175,000	118,331	170,000	165,000
50-546-5435	EQUIPMENT - PW	52,000	55,000		90,000	90,000
50-546-5440	VEHICLES	207,510	60,000	92,052	60,000	60,000
50-546-7190	CAPITAL LEASE INTEREST	42,000	41,500	8,649	8,649	8,649
50-546-7191	CAPITAL LEASE PRINCIPAL	23,200	23,700	126,882	126,882	126,882
	TOTAL EXPENDITURES	763,310	595,200	631,914	771,331	750,931
	NET CHANGE TO FUND BALANCE	(429,800)	(80,200)	83,086	93,669	14,069
	ENDING FUND BALANCE	(65,982)	(146,182)	(47,007)	46,662	60,731



City of Los Alamitos
Special Revenue - Police Capital
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	147,151	187,151	187,151	187,151	153,551
51-4481	POLICE CAPITAL REPLACEMENT CHG	40,000	-	-	-	
	TOTAL REVENUES	40,000	-	-	-	
51-525-5420	EQUIPMENT - LPR	-	-	33,600	33,600	33,600
	TOTAL EXPENDITURES	-	-	33,600	33,600	33,600
	NET CHANGE TO FUND BALANCE	40,000	-	(33,600)	(33,600)	(33,600)
	ENDING FUND BALANCE	187,151	187,151	153,551	153,551	119,951



City of Los Alamitos
Special Revenue - Facilities, Streets, Parks, & Pool
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	778,869	(473,853)	10,655	10,940	10,940
52-4910	TRANSFERS IN - GENERAL FUND	100,000	-	675,000	650,000	650,000
	TOTAL REVENUES	100,000	-	675,000	650,000	650,000
52-570-5285	DEPRECIATION EXPENSE					
52-570-5501.2005	ROUND #2 BLOOMFIELD FARQUHAR					
52-570-5501.2308	GENERATOR PROJECT (C/O)	4,559		1,587	650,000	
52-570-5501.1941	COMMUNITY CENTER ROOF	1,348,163		673,128		
52-570-5501.XXXX	PUBLIC WORKS RENNOVATION					650,000
	TOTAL EXPENDITURES	1,352,722	-	674,715	650,000	650,000
	NET CHANGE TO FUND BALANCE	(1,252,722)	-	285	-	-
	ENDING FUND BALANCE	(473,853)	(473,853)	10,940	10,940	10,940



City of Los Alamitos
Special Revenue - Technology Replacement
For Fiscal Year 2025-26, 2026-27

		2023-24	2024-25	2024-25	2025-26	2026-27
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	(12,617)	(45,617)	(265,807)	(194,323)	185,677
53-4475	TECHNOLOGY INTERNAL SERVICE CH	200,000	-	-	-	-
53-4910	TRANSFERS IN		200,000	400,000	600,000	200,000
	TOTAL REVENUES	200,000	200,000	400,000	600,000	200,000
53-512-5201	SUPPLIES	1,000	1,000	159	-	-
53-512-5260	CONTRACTUAL SERVICES	111,000	77,000	77,000	120,000	120,000
53-512-5280	MAINTENANCE SUPPORT CONTRACT	-	-	-	20,000	20,000
53-512-5420	EQUIPMENT	39,000	5,000	57,755	8,000	8,000
53-512-5450	COMPUTERS	-	10,000	13,602	22,000	22,000
53-512-5451	SOFTWARE	82,000	48,000	180,000	50,000	50,000
	TOTAL EXPENDITURES	233,000	141,000	328,516	220,000	220,000
	NET CHANGE TO FUND BALANCE	(33,000)	59,000	71,484	380,000	(20,000)
	ENDING FUND BALANCE	(45,617)	13,383	(194,323)	185,677	165,677



City of Los Alamitos
Special Revenue - Self Insurance
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	(907,919)	480,964	480,964	300,383	300,383
54-4899	MISCELLANEOUS REVENUE	1,468,200	18,000	18,000	18,000	18,000
54-4910	TRANSFER IN - GEN FUND	700,000	700,000	700,000	850,000	850,000
	TOTAL REVENUES	2,168,200	718,000	718,000	868,000	868,000
54-561-5701	CLAIMS ADJUSTMENT EXPENSE	23,500	28,837	23,500	24,000	24,000
54-561-5211	WORKERS COMP CLAIMS	20,000	20,000	20,000	20,000	20,000
54-561-5212	WORKERS COMP INSURANCE	215,000	253,683	253,683	283,000	286,000
54-561-5214	LIABILITY CLAIMS	40,000	40,000	40,000	40,000	40,000
54-561-5215	LIABILITY INSURANCE	327,708	383,398	383,398	596,000	599,000
54-561-5221	PROPERTY INSURANCE	132,109	156,000	156,000	167,000	170,000
54-561-5260	CONTRACTUAL SERVICES	21,000	22,000	22,000	22,000	22,000
	TOTAL EXPENDITURES	779,317	903,918	898,581	1,152,000	1,161,000
	NET CHANGE TO FUND BALANCE	1,388,883	(185,918)	(180,581)	(284,000)	(293,000)
	ENDING FUND BALANCE	480,964	295,046	300,383	16,383	7,383



City of Los Alamitos
Special Revenue - ARPA
For Fiscal Year 2025-26, 2026-27

	2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
BEGINNING FUND BALANCE	1,956,670	<u>1,255,224</u>	1,255,224	1,255,224	224
56-4910 TRANSFER FROM GEN FUND		-		-	
56-4620 INVESTMENT EARNINGS	(21,589)				
TOTAL REVENUES	(21,589)	-	-	-	-
56-560-5001 GRANT AWARDS					
56-560-5002 PROJECT RELATED EXPENSES	679,857		-		
56-563-6010 TRANSFER TO GEN FUND				1,255,000	
TOTAL EXPENDITURES	679,857	-	-	1,255,000	-
CHANGE TO FUND BALANCE	(701,446)	-	-	(1,255,000)	-
ENDING FUND BALANCE	1,255,224	1,255,224	1,255,224	224	224



City of Los Alamitos
Special Revenue - Economic Development
For Fiscal Year 2025-26, 2026-27

		2023-24 Actual	2024-25 Adopted	2024-25 Estimate	2025-26 Proposed	2026-27 Projection
	BEGINNING FUND BALANCE	1,000,000	841,802	841,802	841,802	599,802
57-4910	TRANSFER FROM GEN FUND		-		-	
57-4620	INVESTMENT EARNINGS	12,921				
	TOTAL REVENUES	12,921	-	-	-	-
57-560-5001	GRANT AWARDS					
57-560-5002	PROJECT RELATED EXPENSES	171,119				
57-563-6010	TRANSFER TO GEN FUND				242,000	599,802
	TOTAL EXPENDITURES	171,119	-	-	242,000	599,802
	NET CHANGE TO FUND BALANCE	(158,198)	-	-	(242,000)	(599,802)
	ENDING FUND BALANCE	841,802	841,802	841,802	599,802	-



City of Los Alamitos
For Fiscal Year 2025-26
Proposed Budget

Summary of Sources and Uses by Fund

Fund	Actual Fund Balance June 30, 2024 Audited	Estimated Revenues & Transfers In	Estimated Expenditures & Transfers Out	Estimated Fund Balance June 30, 2025	Estimated Revenues & Transfers In	Estimated Expenditures & Transfers Out	Estimated Fund Balance June 30, 2026
10	General Fund						
	Unassigned	\$ 17,466,604	\$ 28,707,126	\$ 17,872,229	\$ 29,360,270	\$ 29,050,343	\$ 17,062,884
	OPEB	500,000	-	500,000	-	-	500,000
	PERS Reserves	3,100,000	-	3,100,000	-	-	2,500,000
	Other	1,644,145	-	1,644,145	-	-	1,644,145
	TOTAL GENERAL FUND	22,710,749	28,707,126	21,472,229	29,360,270	29,050,343	21,707,029
	OTHER FUNDS						
19	CDBG	(114,182)	176,932	59,286	350,400	300,000	109,686
20	Gas Tax	353,915	1,433,893	(426,951)	647,666	640,000	361,581
21	Public Safety Aug. Fund	51,196	105,000	54,102	140,496	139,283	89,444
22	Supp. Law Enforcement	324,122	186,600	310,722	181,600	200,000	277,322
23	AQMD	187,518	16,700	204,218	15,500	-	218,718
24	Street & Alley Improvement	7,131	50	7,231	150	-	7,331
25	Building Improvement	396,724	1,800	398,524	7,000	-	405,524
26	Measure M	845,968	331,029	886,997	361,503	700,000	548,500
27	Asset Seizure	47,612	50	47,662	300	-	47,962
28	Los Alamitos TV	57,232	15,000	45,232	15,800	27,000	46,032
29	OTS Fund	127,841	12,500	152,841	12,500	100,000	52,841
31	Debt Service	12,567	205,000	5,048	210,000	213,144	9,423
40	Park Development	765,178	4,000	769,178	25,000	-	794,178
44	Traffic Improvement	105,695	3,500	112,695	5,000	-	117,695
50	Vehicle & Equipment ISF	(65,982)	715,000	(47,007)	865,000	771,331	46,662
51	Police Capital ISF	187,151	-	153,551	-	33,600	119,951
52	Facilities, Streets, Parks ISF	(473,853)	675,000	10,940	650,000	650,000	10,940
53	Technology Replacement ISF	(45,617)	400,000	(194,323)	600,000	220,000	185,677
54	Self Insurance ISF	480,964	718,000	300,383	868,000	1,152,000	16,383
56	ARPA	1,255,224	-	1,255,224	-	1,255,000	224
57	Economic Development	841,802	-	841,802	-	242,000	841,802
	ALL FUNDS	\$ 28,058,955	\$ 33,542,442	\$ 26,419,584	\$ 34,316,185	\$ 35,693,701	\$ 26,014,905



City of Los Alamitos
Proposed Budget
For Fiscal Year 2025-26, 2026-27
Summary of Transfers In & Out

Transfer From	Transfer To	FY2023-24	FY2024-25	FY2025-26	Purpose
		Amount	Amount		
General Fund (10)	Facilities (52)	100,000	-	650,000	Funding for future facilities, streets, & parks projects
General Fund (10)	Vehicle / Equip Repl (50)	-	500,000	850,000	Funding for Vehicle & Equip Replacement
General Fund (10)	Technology Repl (53)		200,000	600,000	Funding for Technology Replacement
General Fund (10)	Self Insurance (54)	560,000	700,000	850,000	Funding for insurance, claims, & workers' comp
General Fund (10)	Buildg Improv (25)	150,000	-		Funding for building improvements
General Fund (10)	Debt Service (31)	211,500	205,000	210,000	Funding for bond payments principal and interest
		1,021,500	1,605,000	3,160,000	
Gas Tax (20)	General Fund (10)	120,000	120,000	150,000	Reimbursing GF for street-related maintenance
PSAF (21)	General Fund (10)	105,000	105,000	139,283	Reimbursing GF for public safety expenditures
SLESF (22)	General Fund (10)	140,000	200,000	200,000	Reimbursing GF for public safety expenditures
Office of Traffic Safety (29)	General Fund (10)	5,000	-	100,000	Reimbursing GF for traffic safety activity
ARPA (56)	General Fund (10)	-	-	1,255,000	Reimbursing GF for revenue loss/closing out exp
Econ Dev (57)	General Fund (10)			242,000	
		370,000	425,000	2,086,283	

CITY OF LOS ALAMITOS
Capital Improvement Projects
Fiscal Year 2025-26

PROJECT TITLE	FUNDING SOURCE	ACCOUNT	FY2024-25 ADOPTED
Streets & Drainage			
Street Slurry Project	SB-1	20-570-5501.XXXX	\$ 300,000
Street Slurry Project	Gas Tax	20-570-5501.XXXX	\$ 190,000
Street Slurry Project	Measure M	26-570-5501.XXXX	\$ 55,000
Street Striping	Measure M	26-570-5501.XXXX	\$ 150,000
Grid Teee Trimming	Measure M	26-570-5501.XXXX	\$ 95,000
Pavement Management			
PMP	Gen Fund	10-570-5501.2502	\$ 35,000
ADA			
ADA Curb Ramps	Measure M	26-570-5501.2501	\$ 25,000
ADA Sidewalks	Measure M	26-570-5501.2502	\$ 25,000
Special Funded Projects			
Labourdette Park Project	CDGB	19-570-5501.2400	\$ 300,000
Emergency Generator Project	Facilities (52)	52-570-5501.2308	\$ 650,000
Community Center 2 Rennovation	Gen Fund	10-570-5501.XXXX	\$ 4,400,000
Community Center 2 Rennovation - additional appropriations	Gen Fund	10-570-5501.XXXX	\$ 730,000
LAYB Project (Restroom & Concession)	Gen Fund	10-570-5501.XXXX	\$ 300,000
Parks			
Labourdette Park Project	Gen Fund	10-570-5501.2400	\$ 400,000
Labourdette Park Project - additional appropriation	Gen Fund	10-570-5501.2400	\$ 650,000
Soroptimist Park - Prop 68	Gen Fund	10-570-5501.2504	\$ 185,000
Soroptimist Park	Gen Fund	10-570-5501.2504	\$ 55,000
Soroptimist Park - additional appropriation	Gen Fund	10-570-5501.2504	\$ 80,000
General Fund Pending (FY24-25 SURPLUS)			
Bridge Assessment	Gen Fund	10-570-5501.2503	\$ 15,000
Katella Avenue Design	Measure M	26-570-5501.2402	\$ 300,000
Signage Replacement	Gen Fund	10-570-5501.2506	\$ 150,000
Pine Street Design	Gen Fund	10-570-5501.2419	\$ 175,000
ATM Project - Bloomfield - M Steel	Gen Fund	10-570-5501.2507	\$ 582,410
ATM Project - Bloomfield	Gen Fund	10-570-5501.2507	\$ 175,000
	Funding Recap		
	Pending (Carryover) CIP Projects (FY24-25 Surplus)		\$ 3,802,410
	FY24-25 General Fund		\$ 5,430,000
	FY24-25 Special Funds		\$ 790,000
	Total Funded		\$ 10,022,410

CAPITAL IMPROVEMENT PROJECTS SUMMARY BY FUND - FISCAL YEAR 2025-26 (INCL PENDING)	
CDBG (19)	\$ 300,000
Gas Tax Fund (20)	490,000
Measure M Fund (26)	650,000
Facilities Streets and Parks (52)	650,000
Prop 68	185,000
Gen Fund (10)	7,747,410
Total Capital Improvement Projects - Fiscal Year 2025-26 (Including Pending)	\$ 10,022,410

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 28, 2025

ITEM NUMBER: 12A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: AB 2561 Reporting Vacancies, Recruitment and Retention Efforts and Administrative Regulations Policy

SUMMARY

This report is made in compliance with Assembly Bill 2561/Government Code Section 3502.3 regarding vacancies and recruitment and retention efforts.

RECOMMENDATION

Staff recommends that the City Council: (1) receive and file a presentation on the status of City workforce vacancies and recruitment and retention efforts for the previous year; and (2) adopt Administrative Regulations Policy No. 4.20, which establishes the framework and requirements for reporting on workforce vacancies and recruitment and retention efforts in compliance with Assembly Bill 2561.

BACKGROUND

Assembly Bill 2561 (AB 2561) was introduced to address the issue of job vacancies in local government, which adversely affects the delivery of public services and employee workload. Among other requirements, the bill mandates that public agencies present the status of vacancies and recruitment and retention efforts during a public hearing before the agency's governing body at least once per fiscal year. The bill was enacted into law and is codified at Government Code section 3502.3. The new law is effective January 1, 2025.

DISCUSSION

In compliance with the new legal obligations, the City is required to do the following:

1. Public Hearing: At least once each fiscal year, at a public hearing before Council, the City shall present information regarding the status of vacancies and recruitment and retention efforts (Gov. Code § 3502.3(a)(1)) and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process (Gov. Code § 3502.3(a)(3)).

If the Council adopts an annual or multi-year budget during the fiscal year, this presentation must occur prior to the City's adoption of the final budget for the City. (Gov. Code § 3502.3(a)(2).)

2. Employee Organization Participation: Allow the recognized employee organization for

each bargaining unit at the City to make presentations during the public hearing concerning vacancies and recruitment and retention efforts. There are two bargaining units at the City of Los Alamitos. (Gov. Code § 3502.3(b)).

3. Additional Reporting for High Vacancy Rates: If vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code § 3502.3(c)).

City of Los Alamitos Administrative Regulations Policy No. 4.20 ("Policy") establishes the framework for holding public hearings in order to comply with AB 2561. (Gov. Code § 3502.3.).

The Policy sets forth requirements regarding the information that will be provided by the City concerning vacancies, recruitment and retention efforts, and the identification of changes to policies, procedures, and recruitment activities. In the event that the vacancy rate in any bargaining unit is at least 20% of the total number of authorized full-time positions in that unit, the Policy sets for additional information that the City will provide upon request of the employee organization that represents such bargaining unit.

The Policy also sets forth the legal entitlement for recognized employee organizations to make presentations at the public hearing.

The purpose of the Policy is to comply with applicable law and to ensure transparency, accountability, and responsiveness to community needs regarding the City's staffing practices.

Procedures for the Public Hearing on City Vacancies and Recruitment and Retention Efforts:

The Procedures for the Public Hearing on City Vacancies and Recruitment and Retention Efforts ("Procedures") establish protocol for the City's public hearings on vacancies in order to ensure a fair, orderly and efficient hearing process.

The Procedures set forth specific requirements concerning matters such as the provision of notice to recognized employee organizations regarding the public hearing and their right to make a presentation at the hearing, the length and order of the City's and the employee organizations' presentations, and the standards of discourse during the public hearing.

FISCAL IMPACT

There is no direct fiscal impact associated with conducting the public hearing required under Government Code section 3205.3. However, addressing recruitment and retention issues may involve future budget and bargaining considerations, which will be presented to the City Council as necessary.

**City of Los Alamitos
Administrative Regulation**

Regulation:	4.20
Title:	AB 2561 Reporting Vacancies, Recruitment and Retention Efforts Policy
Authority:	City Manager
Date:	January 1, 2025
Revised:	Chet Simmons, City Manager

- 1. Purpose:** This policy establishes the framework and requirements for holding annual public hearings and reporting on the City of Los Alamitos' workforce vacancies, recruitment, and retention efforts in compliance with Assembly Bill ("AB") 2561. (Gov. Code § 3502.3.) The purpose is to ensure transparency, accountability, and responsiveness to community needs regarding the City's staffing and employment practices.

This policy applies to the City of Los Alamitos, City management and the City Council.

- 2. Procedure:** In accordance with AB 2561 (Gov. Code § 3502.3), the City of Los Alamitos is committed to holding public hearings before the City Council on the status of vacancies and recruitment and retention efforts and any issues with the City's policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

The City will hold a public hearing at least once each fiscal year and provide reports on vacancies, recruitment, and retention efforts.

3. Regulations:

1. Public Hearing Requirements

The City of Los Alamitos shall conduct public hearings at least on an annual basis (once each fiscal year) to present information on vacancies, recruitment and retention efforts and issues with the policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

Public hearings shall be announced in advance and provide an opportunity for members of the public to make comments.

Recognized employee organizations shall have the right to present information, concerns, and recommendations at the public hearing.

Separate public hearings may be scheduled to address individual bargaining units or bargaining unit groupings.

The City shall ensure that each public hearing is adequately documented, with minutes and recordings made publicly available.

2. Reporting Requirements

The City shall present information on the following at the public hearing:

1. The status of vacancies at the City.
2. Information on the City's recruitment and retention efforts.
3. Identification of any obstacles in the City's policies, procedures, and recruitment activities that may create challenges in the hiring process.

If the City prepares a report that includes the information described above, the City may elect to make the report available to the public via the City's website or in print form prior to each public hearing.

3. Special Reporting Requirements for High Vacancy Rates

If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the City shall, upon request of the recognized employee organization, include the following information during the public hearing:

1. The total number of job vacancies within the bargaining unit.
2. The total number of applicants for vacant positions within the bargaining unit.
3. The average number of days to complete the hiring process from when a position is posted.
4. Opportunities to improve compensation and other working conditions.

4. Responsibilities

City Council: The City Council is responsible for overseeing compliance with this policy and ensuring public hearings and reports meet the requirements outlined in AB 2561.

City Management: City management shall coordinate with the Human Resources department to gather necessary data and ensure accurate reporting.

Human Resources Department: The Human Resources Department is responsible for compiling vacancy, recruitment, and retention data, and preparing reports in collaboration with City management.

5. Compliance and Enforcement

The City will maintain records of all public hearings, reports, and related documents in compliance with the City's Records Retention Schedule and state public records requirements.